

March 12, 1990

Regular Meeting, March 12, 1990

PROCEEDINGS OF COUNCIL

COUNCIL CHAMBER

Regular Meeting.

March 12, 1990.

The fifty-first meeting of the City Council of Charleston was held this date convening at 6:00 p.m. in City Hall.

A notice of this meeting and an agenda were mailed to the news media March 9, 1990. A notice of this meeting appeared in SATURDAY, March 10, 1990.

PRESENT

The Honorable Joseph P. Riley, Jr., Mayor, and Councilmembers Gaillard, Jefferson, Christopher, Scott, Evans, Ader, Shirley, Stephens, and Thomas -- 10.

The meeting was opened with prayer by Councilmember Christopher.

The Mayor explained that Councilmember Ader had asked permission to leave at 7:00 p.m. and Councilmember Richardson had injured his ankle and was unable to attend this meeting.

The Mayor noted the presence of former Councilmember William F. Morea at this meeting and invited him to come forward. He explained that when former Councilmember Morea left office a plaque was prepared but there had not been an opportunity yet to present it to him. He presented the plaque to Mr. Morea on behalf of City Council and the citizens of this City, which was inscribed as follows: "With appreciation for distinguished service -- William F. Morea -- Councilmember City of Charleston -- January 11, 1988 -- January 9, 1990." The Mayor thanked Mr. Morea for his great work and wished him Godspeed.

The first matter of business on the agenda was a public hearing called for by the following advertisement which appeared in The News and Courier and the Evening Post on February 9 and 23, 1990 and in The Chronicle on February 28, 1990:

PUBLIC HEARING

The public hereby is advised that the City Council of Charleston has scheduled a public hearing to be held beginning at 6:00 p.m., Monday, March 12, 1990, in City Hall, 80 Broad Street, on the proposal that the Zoning Ordinance of the City of Charleston be amended in the following respects:

1. To rezone 8.2 acres of a 416 acre tract of land known as the Dotterer Tract, along the proposed right-of-way of the 61 Expressway (part of TMS# 306-00-00-001) as follows: 4.1 acres from Limited Business (LB) to Diverse Residential (DR-12) classification and 4.1 acres from Diverse Residential (DR-12) to General Business (GB) classification. The property is owned by Ross Development Corporation.
2. To rezone a 1.26 acre tract on the east side of Sam Rittenberg Boulevard at the Ashley River (TMS# 415-00-00-016) from Single-Family Residential to General Office (GO) classification. The property is owned by T. Allen Legare.
3. To zone 737 Folly Road (TMS# 425-03-00-051) (.6 acre) General Business (GB) classification. Annexed December 19, 1989 (1989-155) the property is owned by Emro Marketing Company.

4. To zone a 6 acre tract of River Road, 800 feet east of Murraywood Road, John's Island (TMS# 312-00-00-159 and 160) Annexed December 19, 1989 (1989-154), the property is owned by Lawrence Gooden and Rosena Heyward.

5. To zone 2040 Ashley River Road (TMS# 353-13-00-003) (8 acres) Diverse Residential (DR-1) classification. Annexed December 19, 1989 (1989-156), the property is owned by Ashley Hall Gardens II. The Planning and Zoning Commission recommends DR-12 classification.

6. To zone 1990 Ashley River Road (TMS# 353-13-00-018 and 019) (3.3 acres) General Business (GB) classification. Annexed December 19, 1989 (1989-156), the property is owned by Dee Singleton.

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

MARY R. WRIXON

Clerk of Council

The following is the report of the City Planning and Zoning Commission pertaining to the public hearing issues:

TO THE MAYOR AND COUNCILMEMBERS,

THE CITY COUNCIL OF CHARLESTON:

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

ZONINGS

DOTTERER TRACT, ALONG THE PROPOSED RIGHT-OF-WAY OF THE 61 EXPRESSWAY (PART OF 306-00-00-001) (8.2 ACRES OF THE 416 ACRES)

Request a rezoning of 4.1 acres from LB (Limited Business) to DR-12 (Diverse Residential) and a rezoning of 4.1 acres from DR-12 (Diverse Residential) to GB (General Business). The property is owned by the Ross Development Corporation.

RECOMMENDATION: Approval.

SAM RITTENBERG, EAST SIDE OF ASHLEY RIVER (TMS# 415-00-00-016) (1.26 ACRES)

Request rezoning from SR-1 (Single-Family Residential) to GO (General Office). The property is owned by T. Allen Legare.

RECOMMENDATION: Approval.

737 FOLLY ROAD (TMS# 425-03-00-051) (.6 ACRES)

Request a zoning of GB (General Business). The property is owned by Emro Marketing Company. The property was annexed December 19, 1989. The County zoning was CG.

RECOMMENDATION: Approval.

RIVER ROAD, 800 FEET EAST OF MURRAYWOOD ROAD (TMS# 312-00-00-159 AND 160) (6 ACRES)

Request a zoning of SR-1 (Single-Family Residential). The property is owned by Lawrence Gooden and Rosena Heyward. The property was annexed December 19, 1989. The County zoning was RS-10.

RECOMMENDATION: Approval.

2040 ASHLEY RIVER ROAD (TMS# 353-13-00-003) (8 ACRES)

Request a zoning of DR-1 (Diverse Residential). The property is owned by Ashley Hall Gardens II. The property was annexed December 19, 1989. The County zoning was RM-2.

RECOMMENDATION: Approval of DR-12 (Diverse Residential).

1990 ASHLEY RIVER ROAD (TMS# 353-13-00-018 and 019) (3.3 ACRES)

Request a zoning of GB (General Business). The property is owned by Dee Singleton. The property was annexed December 19, 1989. The County zoning was CG.

RECOMMENDATION: Approval.

Ms. Yvonne Fortenberry, Director of the Department of Planning and Urban Development, briefed City Council on the public hearing issues.

First, City Council considered Ross Development Corporation's request that 8.2 acres of a 416 acre tract of land known as the Dotterer Tract be rezoned. The subject 8.2 acres are a portion of property identified as part of TMS# 306-00-00-001. Ms. Fortenberry stated this request was before City Council this evening at the recommendation of the planning staff and based on the Highway 61 Corridor Growth Management Plan.

She explained the Dotterer Tract is along the proposed 61 Expressway. When the subject property was originally zoned, Ms. Fortenberry stated, a 4.1 acre parcel of the southwest portion of the site was zoned Limited Business (LB). When the planning staff looked at this property during the 61 Corridor study, it recommended that commercial zoning would be better located in the area of the site where there was other commercial zoning. The staff's recommendation, basically, was that there be a swap of zoning.

Based on the staff's recommendation, Ms. Fortenberry said, the owner submitted a request which was that the subject 4.1 acres be rezoned from LB to DR-12, which is the adjacent zoning on the site; and, in conformance with the adjacent zoning, rezone to General Business (GB) 4.1 acres directly on the expressway currently zoned DR-12.

Ms. Fortenberry expressed the planning staff's belief that the requested rezoning would be an improvement. It would remove an area which the planning staff felt had been inappropriately zoned initially and would make a better zoning plan for this area.

Councilmember Thomas asked why General Business zoning was being recommended since the other property involved in this zoning swap was zoned Limited Business. Ms. Fortenberry explained the reason for that was because the property was adjacent to General Business zoning and the planning staff saw this property, hopefully, being developed as a unified development. Also, she said, it was because the property recommended for General Business zoning was located directly on the expressway, whereas the property zoned Limited Business was located in a residentially zoned area.

In response to a request by Councilmember Shirley, Ms. Fortenberry elaborated on the location of the 61 Expressway in the vicinity of The Dotterer Tract. She explained this property was midway between Magwood Road and Bees Ferry Road.

Councilmember Stephens asked if the area zoned General Business was owned by several owners or by the same owner. Ms. Fortenberry replied that currently it was all in the same ownership. The additional 4.1 acres that would be zoned General Business was owned by the owner of the area that was already zoned General Business.

Ms. Fortenberry added there were restrictive covenants on this property, which would be amended to reflect the changes before the requested zoning changes become effective.

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

Councilmember Ader moved for approval of this rezoning request and that a bill to effect this rezoning be given first reading. Councilmember Evans seconded the motion. The motion carried.

The following bill received first reading:

A BILL

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO AS TO REZONE 8.2 ACRES OF A 416 ACRE TRACT OF LAND KNOWN AS THE DOTTERER TRACT, ALONG THE PROPOSED RIGHT-OF-WAY OF THE 61 EXPRESSWAY (PART OF TMS# 306-00-00-001) AS FOLLOWS: 4.1 ACRES FROM LIMITED BUSINESS (LB) TO DIVERSE RESIDENTIAL (DR-12) CLASSIFICATION AND 4.1 ACRES FROM DIVERSE RESIDENTIAL (DR-12) TO 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 as to rezone the property described in Section 2 hereof by changing the zoning designation of 4.1 acres from Limited Business (LB) to Diverse Residential (DR-12) classification and 4.1 acres from Diverse Residential (DR-12) to General Business (GB) classification.

Section 2. The property to be rezoned is described as follows:

8.2 acres of a 416 acre tract of land known as the Dotterer Tract, along the proposed right-of-way of the 61 Expressway (part of TMS# 306-00-00-001)

Section 3. This ordinance shall become effective upon ratification.

Next to be considered was the request of T. Allen Legare that a 1.26 acre tract on the east side of Sam Rittenberg Boulevard (TMS# 415-00-00-016) be rezoned from SR-1 to GO classification.

Ms. Fortenberry briefed City Council as to this property's location. She noted it was surrounded by marsh on several sides and fronted on Sam Rittenberg Boulevard. It had no direct access to Sam Rittenberg Boulevard, however, as its access was from a frontage road. The property, she noted, was immediately north of the Boys Scouts facility and along the east side of Sam Rittenberg there is a Scottish Rites Temple, the Parkshore Office development, Manor Care and property which the Elks own. She pointed out that this property was in an area that is partially Single-Family Residential, partially Limited Business and General Office. Immediately across from the property, she noted, is a marsh area, a small multi-family development and a single-family residential neighborhood.

Ms. Fortenberry explained the owner's request was that this property be rezoned to General Office as he planned to develop a small accounting office on the site. She stated the City's Land Use Plan for this area, which is several years old, recommends that this area remain or be "institutional" which would allow a change in zoning. It did not, however, envision a General Office zoning.

At the City Planning and Zoning Commission's meeting, Ms. Fortenberry said, the planning staff recommended disapproval of this request. However, because of its small size and its only having access to the frontage road rather than to Sam Rittenberg Boulevard, and based on the other zonings in the area, the planning staff believed that zoning the subject 1.26 acre tract General Office

would not cause a negative impact on the area. The City Planning and Zoning Commission, Ms. Fortenberry said, recommended approval of this rezoning request.

Councilmember Gaillard asked Councilmember Ader, in whose district the subject 1.26 acre tract of land is situated, if there were any objections in her district to this rezoning request. Councilmember Ader replied she had not heard from any of her constituents on this rezoning issue.

In response to a question from Councilmember Gaillard, Ms. Fortenberry expressed the belief that a General Office zoning category on the subject property would have the least impact on the neighborhood.

No further questions were asked by the Councilmembers. No member of the public indicated a desire to speak either for or against this rezoning request. The Mayor, therefore, declared this portion of the public hearing concluded.

Councilmember Jefferson moved for adoption of the City Planning and Zoning Commission's recommendation and that a bill to rezone the subject 1.26 acre parcel of land on Sam Rittenberg Boulevard (TMS# 415-00-00-016) from SR-1 to GO classification. Councilmember Gaillard seconded the motion. The motion carried.

The following bill received first reading:

A BILL

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO AS TO REZONE 1.26 ACRES OF A 416 ACRE TRACT OF LAND ON THE EAST SIDE OF SAM RITTENBERG BOULEVARD AT THE ASHLEY RIVER (TMS# 415-00-00-016) FROM SINGLE-FAMILY RESIDENTIAL (SR-1) TO GENERAL OFFICE (GO) 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 as to rezone the property described in Section 2 hereof by changing the zoning designation from Single-Family Residential (SR-1) classification to General Office (GO) classification.

Section 2. The property to be rezoned is described as follows:

a 1.26 acre tract on the east side of Sam Rittenberg Boulevard at the Ashley River (TMS# 415-00-00-016)

Section 3. This ordinance shall become effective upon ratification.

Next to be considered was the matter of zoning 737 Folly Road (TMS# 425-03-00-051) General Business classification.

Ms. Fortenberry explained this property was recently annexed into the City. She pointed out it is located immediately south of Ellis Creek and Central Park Road, is adjacent to other General Business zoning in the City and was zoned CG in the County. Currently on the site, she added, is a Speedway gas station. The planning staff and the City Planning and Zoning Commission recommended it be zoned General Business which was in conformance with the use on the site and the County's zoning.

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

The following bill received first reading:

A BILL

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP WHICH IS A PART THEREOF, SO THAT PROPERTY KNOWN AS 737 FOLLY ROAD (TMS# 425-03-00-051) (.6 ACRE, MORE OR LESS) ANNEXED DECEMBER 19, 1989 (1989-155) 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:

737 Folly Road (TMS# 425-03-00-051)

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.

The matter of zoning a six (6) acre tract on River Road (TMS# 312-00-00-159 and 160) was considered next. Ms. Fortenberry explained this property was recently annexed to the City. She called attention to its location and stated it was vacant land which was zoned RS-10 in the County and the City's SR-1 category would be comparable to the County's zoning. The planning staff and the City Planning and Zoning Commission recommended it be zoned SR-1.

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

Councilmember Ader moved for adoption of the City Planning and Zoning Commission's recommendation and for a bill to zone the subject six (6) acre tract to be given first reading. Councilmember Christopher seconded the motion. The motion carried.

The following bill received first reading:

A BILL

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP WHICH IS A PART THEREOF, SO THAT A 6 ACRE (MORE OR LESS) PARCEL OF LAND LOCATED ON RIVER ROAD, JOHN'S ISLAND, 800 FEET EAST OF MURRAYWOOD ROAD (TMS# 312-00-00-159 AND 160) ANNEXED DECEMBER 19, 1989 (1989-154) BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION.

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

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

6 acre (more or less) tract on River Road, John's Island (TMS# 312-00-00-159 and 160).

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

Section 3. This ordinance shall become effective upon ratification.

Ms. Fortenberry briefed City Council on the next item on the public hearing agenda which pertained to the matter of zoning 2040 Ashley River Road (TMS# 353-13-00-003) DR-1 classification. She

explained this property was located near William Kennerty Drive, off of Highway 61 and was part of an annexation which included property owned by St. Francis Xavier Hospital and other sites.

She explained that 2040 Ashley River Road is the location of the Ashley Hall Gardens Apartments and there are currently eighty-four (84) apartments located on this site.

Initially, she said, the request was for DR-1 zoning which would be comparable to the County's zoning of RS-10 which the County had placed on this property. She proceeded by saying the planning staff had discussed this request with the owners since the initial request was submitted and the owners had agreed with the staff's recommendation that this property be zoned DR-12, which would be comparable to the existing density on the site and the 61 Corridor Growth Management Plan's recommendation.

No questions were asked by the Councilmembers. No member of the public indicated a desire to address City Council on this zoning matter. The Mayor declared this portion of the public hearing concluded.

Councilmember Ader moved for adoption of the City Planning and Zoning Commission's recommendation and for a bill to zone 2040 Ashley River Road (TMS# 353-13-00-003) DR-12 be given first reading. Councilmember Shirley seconded the motion. The motion carried.

The following bill received first reading:

A BILL

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP WHICH IS A PART THEREOF, SO THAT PROPERTY KNOWN AS 2040 ASHLEY RIVER ROAD (TMS# 353-13-00-003) (8 ACRES, MORE OR LESS) ANNEXED DECEMBER 19, 1989 (1989-156) BE ZONED DIVERSE RESIDENTIAL (DR-12) 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:

2040 Ashley River Road (TMS# 353-13-00-003)

Section 2. That the said parcel of land described above shall be zoned Diverse Residential (DR-12) classification.

Section 3. This ordinance shall become effective upon ratification.

Next, City Council considered the matter of zoning 1990 Ashley River Road (TMS# 353-13-00-018 and 019) General Business (GB) classification.

Ms. Fortenberry explained this property was located immediately south of the Ashley Hall Gardens site and consisted of two parcels. The parcel identified as TMS# 353-13-00-019 is vacant, she said, and the parcel identified as TMS# 353-13-00-018 has been developed with a laundromat and a car detailing business on the property. She added that these properties were zoned CG Commercial in the County and the planning staff and the City Planning and Zoning Commission recommended this property be zoned the City's comparable zoning category -- General Business.

No questions were asked by the Councilmembers. The owner of this property, Dee Singleton, rose to ask for assurance that the City would zone his property with a zoning category comparable to the County category. Ms. Fortenberry assured Mr. Singleton, the Mayor and City Council that the zoning would be comparable if the property were zoned General Business.

No other member of the public indicated a desire to speak for or against this zoning matter. The Mayor, therefore, declared the public hearing concluded.

On motion of Councilmember Jefferson, seconded by Councilmember Gaillard, City Council voted to adopt the City Planning and Zoning Commission's recommendation and to give first reading to a bill to zone 1990 Ashley River Road General Business (GB).

The following bill received first reading:

A BILL

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP WHICH IS A PART THEREOF, SO THAT PROPERTY KNOWN AS 1990 ASHLEY RIVER ROAD (TMS# 353-13-00-018 AND 019) (3.3 ACRES, MORE OR LESS) ANNEXED DECEMBER 19, 1989 (1989-156) BE ZONED GENERAL BUSINESS (GB) CLASSIFICATION.

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

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

1990 Ashley River Road (TMS# 353-13-00-018 and 019)

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.

The minutes of City Council's February 27, 1990 meeting were approved on motion of Councilmember Jefferson.

The Citizen Participation Period followed.

The Mayor explained there was no other public hearing scheduled for this evening and any comments the members of the public might want to make, this was the appropriate time to do so.

The Mayor stated he understood the Department of Traffic and Transportation was going to recommend that City Council defer the matter of the Mark Clark Expressway. He, however, encouraged anyone who wished to address this matter to do so.

The following persons addressed City Council during the Citizens Participation Period:

a.) William F. Morea, who read excerpts from an article in the January/February issue of Low Country Runner pertaining to a race that was held west of the Ashley in November, shortly after Hurricane Hugo struck the area. In the article, the actions of a member of City Council were criticized. Mr. Morea expressed concern over the Councilmember's actions and hoped something would be done to prevent a similar incident from occurring in the future. At the conclusion of his remarks, he delivered a copy of the stated magazine issue to the Mayor.

b.) John Carrigg, who spoke on his mother's behalf regarding property she owned which was recently annexed to the City. He stated at the time her property was annexed to the City his mother was in the process of dealing with the County over a 30-foot wide ditch that "had been put through her property without her knowledge" or her granting any type of easement. Upon her property being annexed to the City, he said the County took the position that the City had assumed the problem. He stated his mother had written City officials several letters concerning this matter and he was asking

City Council to bring this matter to a conclusion and, hopefully, restore his mother's property back to her in some manner.

The Mayor assured Mr. Carrigg the City would check into this matter right away. He asked Doug Smits, Director, Public Service Department, to look into the matter and advise City Council.

c.) Modie Rischer, who recalled making a presentation at a Council meeting about two years ago and stated that after his presentation no one had contacted him to look into his complaints.

Mr. Rischer complained that a softball team with which he has been connected for thirty (30) years is being prevented from playing at Calhoun Park, Martin Park, Hampton Park and Harmon Park.

He proceeded to tell City Council of his unsuccessful efforts to obtain a permit from the Recreation Department and of his ultimately securing a permit from the Parks Department. He complained over his inability for the past two years to see the Recreation Director in his office and stated that this date a Recreation Department staff person contacted him by phone, informing him that "we" have entered into an agreement with the College of Charleston and the College will be using Harmon Field every Saturday and Sunday for softball.

Mr. Rischer stated that the day before Hurricane Hugo struck the city the Recreation Department prevented Burke High School from holding band practice at Harmon Field and sent the band to Stoney Field to practice.

He pointed out the Town of Mount Pleasant only allows residents of Mount Pleasant to play in its recreation and sports programs. The City of Charleston on the other hand, he complained, allows non-city residents to participate in its recreation and sports programs.

Mr. Rischer stated that a few years ago there were about twenty-seven (27) full time positions in the Recreation Department filled by Blacks. Now, he said, there is only one -- Ms. Fran Hearne.

He recalled that when he worked in the department a number of years ago, a person who worked for the City was not permitted to officiate in games. He complained that that was no longer true.

He maintained the safest times in this City are from 4 p.m. to 10 p.m. on Saturdays and Sundays because of his work during those hours with addicts and others.

Also, he stated that although the St. Andrews Playground Department has eight adult softball teams, it's main objective is to provide recreation for children. He agreed with that objective and said it used to be the City's objective but that was no longer the case. He complained that sports and recreation activities at Orange Grove Playground, Parkshore and Forest Park, for example, are geared for adult softball and not for children's activities. This was done, he said, through the Recreation Department's permitting practice.

Mr. Rischer assured City Council that the persons for whom he was spokesperson had no problems with the Parks Department per se. He said he had asked for the City's fields to be lined but his requests had not been approved. From first hand observation, however, he complained that a City staff person goes to Mount Pleasant, Hanahan, Goose Creek and Summerville when there is a soccer game and lines the field at the City of Charleston's taxpayers' expense.

Mr. Rischer also complained that single-member districting was not helping constituents. He stated he was trying to be a buffer to help the citizens who would like to use Harmon Field.

Mr. Rischer ended his remarks by taking issue with the fees the City charges for participation in youth recreation and sports activities. He felt strongly that these fees create a hardship, in particular, for low-income families with four or five children. He could recall, he said, the time when the City allowed children from these families to swim at no charge because they could not pay for using the pool. His feeling was that everyone pays taxes and if a child cannot pay \$3 he or she should not be prevented from participating in City recreation and/or sports programs.

Councilmember Christopher stated he could relate to almost everything Mr. Rischer had said. He stated he had been involved with the softball league Mr. Rischer talked about since he was in high school or younger.

He complained that the Recreation Director could not be made to understand that Charleston is a southern city and is not a soccer-oriented city. He maintained that in this city the three major sports young and old alike like to participate in are: basketball, football and baseball. He did not believe there is anything wrong with soccer. He believed this sport should be made available to persons who want to participate in it. He did not believe, however, that persons should be forced to play soccer.

Councilmember Christopher complained that prior to the ball field at Hampton Park being re-worked the Blacks had a softball league that played ball there. The league, however, has not been allowed to use the field since it was re-worked, as it is now a soccer field. He further complained that the ball fields by Corrine Jones and Calhoun Playground are now soccer fields.

He proceeded to relate an incident that occurred about five months ago where the Recreation Department called in the Police Department to move Burke High School's band from Harmon Field so that College of Charleston could use the field. He felt very strongly that this was wrong because the College did not have a permit or permission to use the field. He stated he had discussed the matter with the school's Principal and was told he had a written agreement from the City Council of Charleston which gave Burke High School the use of the field for recreation and practice purposes. He stated the situation he had mentioned had been a bad one and should not have occurred. He felt it would not have occurred if the agreement between the City of Charleston and the Charleston County School Board had been followed. He ended his remarks by expressing grave concern that now rugby teams, soccer teams, the College of Charleston and anyone else have higher priority over the use of Harmon Field than Burke High School.

The Mayor assured Councilmember Christopher he would look into the issues that had been raised the first thing the following morning.

Next, Councilmember Thomas expressed a wish to respond to the comments by former Councilmember Morea. He said he wished to commend the Councilmember from District 9 for considering what he thought was a real hazard and for having safety concerns. He added the debris pile-up from Hurricane Hugo which had not been removed at that time, constituted such a danger that he knew, in his area, he did not even want to walk the streets, much less run a race there. He did not believe at that time the debris had been removed from District 9 either. He believed the debris constituted a real danger and that perhaps it would have been best if that race had been postponed until a proper area could be cleaned up.

Councilmember Thomas further stated he read about the race in the newspaper and talked about it with the Councilmember from District 9, but no one mentioned the incident referred to in the article former Councilmember Morea had with him. He believed the incident might well be someone's exaggerated imagination. He ended his remarks by saying he believed the Councilmember had done well.

Councilmember Stephens stated the Councilmember from District 9 called him the morning the event occurred. He said what really "triggered" the neighborhood was that some of the officials of the race went by where one of the FEMA crews was loading trash onto several trucks and said they had to leave because the race was going to be run down the particular street. That was when the Councilmember's phone "started ringing off the hook". He expressed support for the Councilmember and said had that occurred in his neighborhood, he believed he would have reacted the same way, but certainly not to the extent it was described in the article. He did not believe the Councilmember from District 9 reacted in the manner described in the article. He ended his comments by expressing the belief that "we have to respect the sanctity of our neighborhoods from commercial

events and heavy, large patronage sporting events." He did not believe neighborhoods were the place for them and certainly it was very untimely on that particular weekend.

Councilmember Ader thanked her colleagues for well-remembering that morning.

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

Next, City Council received as information a letter of thanks from the Charleston Interfaith Crisis Ministry for the City's 1990 contribution of \$35,000.

The Committee on Ways and Means report was received:

TO THE MAYOR AND COUNCILMEMBERS,

THE CITY COUNCIL OF CHARLESTON:

The Committee on Ways and Means has considered the matters mentioned below and recommends they be acted on in the following manner:

1.) CYPRESS GARDENS -- FORESTRY CONSULTATION: As a result of the damage Cypress Gardens suffered due to Hurricane Hugo, it has become necessary to reach outside of the Department of Parks for assistance with the clean up. With this in mind, the department has solicited proposals for forestry consultation in reference to helicopter logging and debris removal. The Chapman Company submitted a bid of \$5,800 or \$50.00 per hour, whichever is less. Based on the Parks Department's recommendation, the Committee on Ways and Means has voted to award this contract to this company. It is anticipated that these expenditures will be reimbursed by FEMA. The committee recommends that City Council endorse its action in this matter and authorize the Mayor to execute the agreement which is submitted herewith.

2.) EASTSIDE COMMUNITY CENTER -- HURRICANE DAMAGE: The Eastside Community Center's third floor windows were damaged by Hurricane Hugo. The Parks Department has solicited three proposals for this work. The low bidder, Bird Sales, Inc., submitted the low bid of \$5,522.00. The department received this proposal and feels that the price is reasonable. Based on the department's recommendation, the Committee on Ways and Means recommends that City Council award this contract to Bird Sales, Inc. and authorize the Mayor to execute the instruments necessary for this work to be done. It is anticipated funding for this work will come from the City's primary insurance and FEMA DSR #027901, line item #9999.

3.) CITY GYM -- ROOF REPLACEMENT DUE TO HUGO: The roof on the City Gym was damaged by Hurricane Hugo. This roof repair will involve complete replacement. The Parks Department solicited bids for this job and received three bids. The successful low bidder, Glasgow Roofing Co., submitted a bid of \$45,385.00. The department has worked with this company previously with good results. Based on the department's recommendation, the Committee on Ways and Means has voted in favor of awarding the contract for this work to Glasgow Roofing Co. The committee recommends that City Council endorse the action it has taken with respect to this matter and authorize the Mayor to execute the necessary instruments for this work to begin as soon as feasible. This work will be funded by the City's primary insurance and FEMA, DSR #029794.

4.) 1990-91 STATE TRANSPORTATION ASSISTANCE PROGRAM (STAP) APPLICATION -- \$373,636: The Department of Traffic and Transportation has asked that the attached proposal for \$373,636 from the State Transportation Assistance Program (STAP) during the 1990-91 State fiscal year be considered and approved. If approved these funds will be utilized to match up to one-half of the total local share commitments for Urban Mass Transportation Administration (UMTA) assisted transit programs that the City sponsors. These programs include DASH, Tel-A-Ride services, and VRTC construction including development of a transit orientation program and film. Based on the department's recommendation the Committee on Ways and Means recommends that City Council

approve the subject application for \$373,636 STAP funds and authorize the Mayor to sign it on the City's behalf.

5.) VISITOR RECEPTION AND TRANSPORTATION CENTER (VRTC) -- HUGO RELATED DESIGN FEES -- \$75,247.45: The City received invoice numbers 1, 2, 3 and 4, with documentation, from its Design Consultants, Post, Buckley, Schuh and Jernigan, for additional VRTC design services. The VRTC design and construction progress was delayed and actually reversed due to devastating damages wrought to the project from Hurricane Hugo. This has required substantial additional work on the part of the Design Consultants.

The Department of Traffic and Transportation has recommended that the total amount of \$75,247.45 requested for additional design work be authorized as additional services reimbursement to the consultant, Post, Buckley, Schuh and Jernigan to cover evaluation of Hugo damages, revision of Phase I-C plans. Hugo related City/Consultant design meetings, and construction administration for damage repairs. These fees will be paid from Transit Fund Accounts and will require no General Funds subsidy.

Based on the department's recommendation, the Committee on Ways and Means has approved these invoices for additional services. It recommends that City Council endorse its action in this matter.

6.) VISITOR RECEPTION AND TRANSPORTATION CENTER DESIGN FEES -- \$114,255.95: The City has received invoice numbers 33, 35, 36 and 37 with support documentation, totalling \$114,255.95, from its Design Consultants, Post, Buckley, Schuh and Jernigan, for additional services relative to design of the Visitor Reception and Transportation Center (VRCT). Due to concerns related to historic preservation, and to meet the Economic Development Administration's construction schedule, it was necessary to break the construction contracts for Phase I of the VRTC project into three (3) parts.

This has lengthened the duration of the project well beyond the scope of the original contract and has required considerable additional work on the part of the Design Consultants. The Traffic and Transportation Department has recommended approval of Post, Buckley, Schuh and Jernigan's invoices totalling \$114,255.95 for additional design work to complete all VRTC Phase I design drawings and specifications and to cover additional construction administration responsibilities through February 20, 1990. These fees will be paid from Transit Fund Accounts and will require no General Funds subsidy.

The Committee on Ways and Means has adopted the department's recommendation and recommends that City Council do likewise.

7.) NORTH CHARLESTON TRANSIT PLANNING ASSISTANCE AGREEMENT: Submitted with this report is a copy of a proposed First Amendment to the Transit Planning Assistance Agreement between the City of Charleston and the City of North Charleston. Based on the Department of Traffic and Transportation's recommendation, the Committee on Ways and Means recommends that City Council approve it and authorize the Mayor to execute it on its behalf.

On August 16, 1988, the City Council of Charleston approved the Transit Assistance Agreement and allowed an award of UMTA Section 9 Planning funds, up to \$69,560, to subsidize the preparation of a comprehensive transit study for the North Charleston area. The proposed amendment, which was requested by the City of North Charleston and which has already been signed by North Charleston officials, allows the City of North Charleston a one-year extension to the completion date (from August 1990 to August 31, 1991) for this transit study. This amendment also requires that North Charleston provide interim study results to the City of Charleston on July 31, 1990 and January 31, 1991 so that the City can monitor progress made towards study completion. This amendment for a one-year study extension will not affect the funded amount awarded in this contract.

8.) VENDUE RANGE STREET LIGHTS -- \$5,231.53: At its February 8, 1990 meeting the Committee on Public Works and Utilities approved the installation of eleven (11) Welsbach street lights and removal of three (3) existing overhead lights on Vendue Range from East Bay Street to the Waterfront Park. The cost for this work is \$5,231.53. This work will be performed by South Carolina Electric & Gas Company as part of the Waterfront Park project. Based on the Department of Public Service's recommendation, the Committee on Ways and Means recommends that City Council approve the installation of these new lights. Funds for this project will come from account D-395-5694.

9.) CONCORD STREET LIGHTING -- \$3,199.30: The Committee on Public Works and Utilities at its February 8, 1990 meeting approved the installation of six (6) Welsbach street lights, removal of the three (3) existing overhead lighting on Concord Street from South Adger's Wharf to Exchange Street. The cost for this work is \$3,199.30. This work will be performed by South Carolina Electric & Gas Company as a part of the Waterfront Park project. Based on the Department of Public Service's recommendation, the Committee on Ways and Means recommends that City Council approve the installation of these new lights. Funds for the project will come from account D-395-5694.

10.) COLLEGE PARK FENCE -- REPAIRS DUE TO HURRICANE HUGO -- \$3,600.00: The Citadel's baseball team's first home game was February 17, 1990. There was much to do in a short period of time to get the facility playable after Hurricane Hugo. One of the critical items was the installation of the outfield fence board. Initial plans called for the Parks Department to repair the fence, however, just before the opening game it was realized that the department needed some help with this project. Cross Kountry Colors Co., a contractor already working in College Park Stadium, was contracted to repair the fence for the sum of \$3,600.00. It was necessary to handle this matter in this manner in order for this work to be completed in time for the first game. The Committee on Ways and Means wishes to report that it has approved the Parks Department's request that Cross Kountry Colors be paid \$3,600.00 for repairing the fence at College Park. Funds for this fence work will come from FEMA DSR #38513, line item 9999.

11.) VRTC PHASE I-C CONSTRUCTION -- \$5,032,500.00: The Department of Traffic and Transportation received three (3) bid responses for VRTC Phase I-C Construction which includes reconstruction of the bus shed (Martschink Building) and completion of all Phase I sitework for the project. In accordance with the recommendation from the City's design consultants, Post, Buckley, Schuh & Jernigan, Inc., the Traffic and Transportation Department has asked that the low bidder, Primesouth, Inc., be awarded the contract in the amount of \$5,029,000. The department also has requested that Alternate One be awarded as part of this contract. Alternate One, which was bid at \$3,500 allows for inclusion of "Acts of God" events under the contractor's Builder's Risk Insurance. This brings the total bid price to \$5,032,500.

The Committee on Ways and Means recommends that City Council award the contract to Primesouth, Inc., and authorize the Mayor to execute the contract on the City's behalf. The City's General Funds will not be required for this construction. Funding will originate from the Urban Mass Transportation Administration, the South Carolina Department of Highways and Public Transportation, VRTC Construction Bonds, and City Transit Funds, November 1, 1990 is this project's opening date.

12.) GARDEN THEATRE HURRICANE HUGO REPAIRS: The Committee on Ways and Means recommends that the City enter into an agreement with Rosenblum & Associates, Architects for the architectural and engineering services for the preparation of plans and specifications to repair Hurricane Hugo damages to the Garden Theatre, and that it authorize the Mayor to execute it on the City's behalf.

13.) GAILLARD AUDITORIUM -- HUGO DAMAGE REPAIRS -- \$770.00: The orderly reconstruction of the Hurricane Hugo damages to the Gaillard Municipal Auditorium required the services of an environmental firm to establish the extent of asbestos-containing materials in the facility. Based on the Department of Public Service's recommendation the Committee on Ways and Means has

approved payment of Westinghouse Environmental and Geotechnical Services, Inc.'s invoice in the amount of \$770.00 and recommends that City Council endorse its action in this matter.

14.) WATERFRONT PARK PHASE II: PROPOSED CHANGE ORDER NO. 8 -- \$65,096.06: The Committee on Ways and Means has approved the Department of Public Service's recommendation that Change Order No. 8 in the amount of \$65,096.06 be approved. The credit and additional cost proposals have been reviewed in detail by the Public Service Department with the City's consultant. The below summary of changes have been agreed upon after negotiations with the contractor.

The following is a summary of changes that have been made at the Waterfront Park for the orderly continuation of construction:

(a) Field conditions along Concord Street required extensive changes to the precast wall foundation between Exchange Street and Mid-Atlantic Wharf . . . \$5,854.36

(b) During construction it was considered desirable to change the location of certain underdrains in the central fountain area . . . \$669.86

(c) During construction it was considered desirable to eliminate the extension of the drainage ditch at the Exchange Street overlook. The credit of \$2,945.80 is recommended for approval . . . \$2,945.80

(d) In reviewing the design details with the City's consultant, it was considered desirable to provide a sealant between the precast concrete walls. The proposal of \$17,371.64 was negotiated to \$14,315.29 and is recommended for approval . . . \$14,315.29

(e) In reviewing the installation details the consultant requested additional steel dowels be installed in the central fountain . . . \$495.00

(f) In discussions with the City's consultant it was considered desirable to seal the Vendue Wharf and Fishing Pier construction joints . . . \$2,560.82

(g) Field conditions required additional concrete fill to bring the grade on the Vendue Plaza up to accept the bluestone paving . . . \$5,531.14

(h) Field grade change at the central fountain required the addition of concrete to make up the grade . . . \$550.20

(i) A provision for chamfers on the shade structures' concrete basis . . . \$1,038.00

(j) During the on-site review of the fountains mechanical and electrical vault equipment, it was decided that a telephone monitoring system should be added to the contract to protect the costly equipment in the vaults . . . \$12,702.10

(k) Upon the completion of the trellises design, the contractor was requested to price the installation of underground conduits for the three trellises

. . . \$3,892.30

(l) During review of the 8 hydrants to be installed in the annual flower beds, it was decided that a rearrangement and location of the hydrants would be more desirable . . . \$776.34

(m) The contractor's \$70,664.17 claim for delays associated with the concealed conditions in pile driving operations at Adger's Wharf, and delays for additional work to set irregular Belgian blocks, has been settled for \$18,000 . . . \$18,000.00

(n) As a result of the Hugo damage to the check wall at Exchange Street, it was decided additional dowels should be added . . . \$212.09

(o) It was decided that additional freeze protection of the water line at the fishing pier would be desirable. An additional water system auto bleeder valve has been installed . . . \$328.59

(p) It was decided in the field that the cast stone bronze map bases should be set on foundations 16" higher than originally designed . . . \$1,115.77

Total proposed Change Order No. 8 . . . \$65,096.06

The Committee on Ways and Means recommends that City Council approve this change order and authorize the Mayor to execute it on the City's behalf.

15.) PAYMENT OF INVOICE FOR DAMAGE ASSESSMENT TO THE GEORGE M. LOCKWOOD MUNICIPAL MARINA: Moffatt and Nichol, Engineers, the City's consulting engineers, have submitted an invoice in the amount of \$7,956.19 for services provided to assess the damages at the George M. Lockwood Municipal Marina resulting from Hurricane Hugo. The invoice is a result of FEMA's second DSR and the City's consultant's subsequent review of the same. The Department of Public Service has reviewed the invoice and feels it is in order. The department understands that the City will be reimbursed for the expenses by FEMA. Based on the department's recommendation, the Committee on Ways and Means recommends that City Council approve Moffatt and Nichol's invoice of \$7,956.19.

16.) HELICOPTER LOGGING CONTRACT FOR CYPRESS GARDENS: The Committee on Ways and Means submits herewith a proposed agreement between the City of Charleston and Worldwide Rotor and Wing Aviation, Inc. covering the removal of certain marketable timber downed by Hurricane Hugo from Cypress Gardens and recommends that the Mayor be authorized to execute it on the City's behalf.

17.) CLOSING AND ABANDONMENT OF PORTIONS OF NORTH ATLANTIC WHARF, CONCORD STREET AND GENDRON STREET: The Plan for the redevelopment of the Cooper River Waterfront identified development Parcel A as the site of an inn. Parcel A is the City-owned property immediately east of the Colony House restaurant bounded by Mid-Atlantic Wharf, Prioleau Street, No. 1 Vendue Range and the Waterfront Park. Plans for the inn are proceeding and the City is now ready to close the transaction which includes the City transferring title to Parcel A to the developer, Concord Inn Associates LP, a South Carolina Limited Partnership. The price for the site, as previously approved by City Council, is \$1,816,150.00.

In order to be able to transfer clear title, there are some details which require the City's action. One matter involves the closing and abandonment of the three below-mentioned portions of street. Based on the recommendation of the Committee on Public Works and Utilities, the Committee on Ways and Means recommends that City Council approve the closing and abandonment of the following streets:

(a) North Atlantic Wharf, from Prioleau Street to Concord Street. This segment of North Atlantic Wharf has been inaccessible as a street for quite some time. It is felt that it has been closed in practice, if not officially. The survey of the Parcel A site previously commissioned by the City did not show this portion of North Atlantic Wharf as a street, and when City Council approved the sale, the plat referenced incorporated this area as a part of the site. Because there are discrepancies in some maps, a clear title will require that this segment of North Atlantic Wharf be closed and abandoned.

(b) A portion of Concord Street, as it abuts a portion of Development Parcel A. In August, 1983, Concord Street, between Mid-Atlantic Wharf and Vendue Range, was closed to vehicular traffic. Because this portion of Concord Street is still open to pedestrians and emergency vehicles, for purposes of the title, the City must abandon the portion of Concord Street where the inn will be sited. The Committee on Real Estate has approved the sale of a portion of Concord Street (25 feet by 70 feet) where the inn is proposed to be sited. This strip of land is approximately 1,750 square feet and projects east of the current property of Parcel A on to what was formerly Concord Street.

(c) Gendron Street, from Prioleau Street to Concord Street, upon the City's acquisition of No. 1 Vendue Range, the City satisfied itself that this portion of Gendron Street, extended, was no longer a public street, and was a part of the No. 1 Vendue Range site. That is still the City's belief. Because an official Resolution closing this portion of the street cannot be located, the Committee on Public Works and Utilities recommends that it be officially closed so that any potential clouds on the title can be removed.

The Committee on Ways and Means understands that upon completion of the inn, the extensions of North Atlantic Wharf and Gendron Street which are requested to be closed will still be accessible to pedestrians. The design of the inn provides for these areas, as well as Cordes Street as it is prolonged over the site, to be open to pedestrians and service vehicle traffic. This will enable the public to access the Waterfront Park across these areas from Prioleau Street.

18.) SALE OF LAND TO THE EAST OF PARCEL A (A PORTION OF CONCORD STREET MEASURING 25 FEET BY 70 FEET) TO THE DEVELOPER OF PARCEL A UPON THE SALE OF PARCEL A: The Committee on Real Estate has recommended that upon the portion of Concord Street (25 feet by 70 feet) between an extension of North Atlantic Wharf and Cordes Street mentioned above being closed it be conveyed to the owners of Parcel A for \$35.00 a square foot, the same square foot price that the developer is paying for Parcel A. It understands that if City Council adopts this recommendation, a plat will be drawn incorporating the subject portion of Concord Street (25 feet by 70 feet) into the Parcel A tract so that Parcel A and this portion of Concord Street will be conveyed at the same time.

The Committee on Ways and Means concurs with the Real Estate Committee's recommendation. It shares the Real Estate Committee's belief that it is in the public's best interest that this strip of land not be put out to bid since it has no practicable use to any party except the owner of Parcel A. Except for the design of the inn, the sale would not be necessary. The committee recommends the sale of this strip of land without bid.

The Committee on Ways and Means further recommends that City Council give first reading this date to a bill authorizing the sale of a portion of former Concord Street, between Cordes Street extended and North Atlantic Wharf extended, to Concord Inn Associates, LP.

19.) SALE OF NO. 1 VENDUE RANGE TO DEVELOPER OF PARCEL A: Two years ago the City purchased No. 1 Vendue Range from the State Ports Authority. This parcel of land is immediately north of Parcel A. The developer of the inn that is to be constructed on Parcel A has approached the City relative to purchasing No. 1 Vendue Range so that it can be incorporated into the plans for the inn. The developer's plans for this site call for a building that will contain meeting rooms, a restaurant, health spa and pool.

No. 1 Vendue Range was previously put out to bid, with unsuccessful results. The City's previous posture when bids prove unsuccessful has been to hold the properties for sale. In this instance, the City has an interested party willing to pay a reasonable price and satisfy critical development concerns.

The Committee on Ways and Means concurs with the Mayor's belief that it is very important that the treatment and use of this property be consistent and complimentary to its environs. The proposed development is splendid in these respects as it carries the design scheme of the inn to the end of the block and incorporates openings to the Park similar to those provided by the inn. The committee also agrees with the Mayor's belief that the development of this property in conjunction with the inn is in the City's best interests and provides a fine development solution for this corner of the block, and recommends its sale without any additional bidding requirements.

The committee recommends that City Council approve the sale of this property to the developer of Parcel A for the price the City paid for the property (\$828,703.96) plus interest the City would have received since the City purchased the site, had the City had the money available to invest. Furthermore, it recommends that City Council give first reading this evening to a bill authorizing the sale of No. 1 Vendue Range to Concord Inn Associates LP.

20.) VISITOR RECEPTION AND TRANSPORTATION CENTER (VRTC) -- ACQUISITION OF PROPERTY AT THE NORTHWEST CORNER OF JOHN AND MEETING STREETS: The Visitor Reception and Transportation Center project is well under construction. The Committee on Ways and Means this date awarded the contract for the last phase of construction. The Traffic and Transportation Department has worked for three years to negotiate an appropriate contract with Charleston County for County property at the corner of John and Meeting Streets that is an integral part of the VRTC project. Charleston County Council has accepted the City's offer to purchase the property at John and Meeting Streets. The City's Real Estate Committee has endorsed the plan for purchase.

Based on the Real Estate Committee's recommendation, the Committee on Ways and Means recommends that City Council endorse the plan and approve the terms of the proposed contract of sale:

(a) The County is to convey to the City, Fee Simple Title to the John Street Parking Lot (.56 acres appraised at \$335,000) in the amount of \$200,000.

(b) The City is to convey to the County, Fee Simple Title to the City's ownership of land which is immediately adjacent to the Old Citadel property (Tobacco Street area, 10' x 632').

(c) The City is to provide seventy-two (72) parking spaces free of charge within close proximity of the Old Citadel Complex agreeable to the County. Spaces will be provided until the County sells the Old Citadel Complex, including the Main Library.

(d) The County will be granted seventy-two (72) parking spaces free of charge in any one of the proposed garages in the immediate vicinity (excluding Francis Marion Hotel), whichever is first completed or County's option. The County would then relinquish the temporary parking spaces provided.

(e) In the event the County sells the Old Citadel Complex, the seventy-two (72) spaces in the garage would be transferable to the purchasers; however, purchasers would have to pay the then current rate for parking spaces at that garage.

(f) The City is to give the County First Right of Refusal for assignment with assignment privileges of the remaining portion of the ninety-five (95) year lease for the entire area leased from the Washington Light Infantry.

(g) In the event the proposed garages are not constructed within five (5) years, the City shall pay to the County the difference between the appraised value of the Johns Street Lot and the conveyed price, plus present day interest. An update appraisal will be provided and the base price will be adjusted, however, in no event shall the base price be less than \$335,000.

W.L. STEPHENS, JR. Chairman

W. FOSTER GAILLARD

HILDA HUTCHINSON-JEFFERSON

ARTHUR W. CHRISTOPHER

BRENDA C. SCOTT

YVONNE D. EVANS

MARY R. ADER

LARRY D. SHIRLEY

JOHN D. THOMAS, MD

JOSEPH P. RILEY, JR., Mayor

The report was adopted on motion of Councilmember Stephens. The following resolution was adopted on motion of Councilmember Jefferson:

RESOLVED, that the Mayor be and he hereby is authorized and directed for an 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:

EMPLOYMENT AGREEMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

AGREEMENT

AGREEMENT concluded this 21st day of February, 1990, by and between the City of Charleston, South Carolina, hereinafter referred to as "City" and The Chapman Company, hereinafter referred to as "Contractor".

WHEREAS, the City of Charleston, by and through its Cypress Gardens Dept., offers various community services; and

WHEREAS, the City desires that Contractor, as an independent contractor, provide to the City the services hereinafter set forth; and

WHEREAS, this Agreement is intended to embody the terms and conditions of the parties' understanding:

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. The City does hereby contract with The Chapman Company, and The Chapman Company does hereby contract with the City, to organize and offer those services as set forth in Paragraph 2 hereof. It is especially acknowledged that The Chapman Company is an independent contractor and is not entitled to any benefits to which the City employees may be entitled.

2. The term of this Agreement shall be from February 23 through March 16, 1990, during which time the Contractor shall provide the following services to the City:

See attached letter.

3. For the services enumerated in Paragraph 2, the City does agree to pay to Contractor the following sum(s) of money pursuant to the terms as set forth:

\$5,800.00 or \$50.00/hour or which ever is less.

4. The Contractor shall report to, and be under the immediate supervision of Catherine Townsend. All problems, questions and other communications regarding services under this contract shall be directed to Catherine Townsend.

5. Either party to this Agreement may terminate it upon fifteen (15) days written notice.

6. This Agreement contains the entire understanding of both parties. It may not be changed orally, but only by an Agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties do set their hands and seals this day and year as aforesaid.

CONTRACTOR:

CITY OF CHARLESTON:

DIRECTOR OF ADMINISTRATIVE SERVICES

PERSONNEL DIRECTOR

The following resolution was adopted on motion of Councilmember Scott:

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 application which shall be substantially as follows:

APPLICATION FOR STATE TRANSPORTATION ASSISTANCE PROGRAM

for the

CHARLESTON URBAN AREA

March, 1990

Submitted by: City of Charleston, South Carolina

Transit Administration Office

c/o 180 Lockwood Drive Extension

Charleston, SC 29403

Proposed Funding: Category I -- Regional Basic Block Grant for Public Transportation Service Provision

Amount Requested: Three Hundred Seventy-Three Thousand Six Hundred and Thirty-Six Dollars (373,636)

Contact Person: Frederick B. Collins, Jr.,

Transit Administrator

Telephone: 803-724-7420

PROJECT SUMMARY

The City of Charleston has sponsored the Downtown Area Shuttle (DASH) bus service since 1979. Two of the DASH routes are operated through contract with South Carolina Electric & Gas Company

(SCE&G). A third route, the Cumberland Shuttle, is operated by the City and is a free service for the community. These three fixed-route urban public transit routes currently recover 27 percent of direct and contract operating costs from farebox collections based on Jan-Nov, 1989 costs and revenues. DASH serves a wide range of riders within the Charleston Central Business District. Major user groups include students, elderly residents, tourists, shoppers and workers who circulate within the downtown area.

When the DASH service was initiated, the South Carolina Legislature authorized a \$40,000 demonstration grant for the City, which assisted with service startup costs during the first year of operation and which was carried out in cooperation with the Berkeley-Charleston-Dorchester Council of Governments (BCD COG). In 1980 BCD COG and the City hired consultants to develop the Charleston Central Area Transit Study(CCATS). This plan specifies a four-phase service development program. During 1989-1990 with STAP assistance, the City has maintained two fare paying routes and one free shuttle route in the DASH system. This has been an interim implementation of CCATS Phase 3. Full implementation of CCATS Phase 3 is anticipated during the funding year. This will involve operating four (4) fare paying routes and one free shuttle route in the DASH system.

The City has, also, developed a Section 504 Plan of Service, and as a result has initiated Tel-A-Ride, Tel-A-Ride provides demand-response transportation to citizens and visitors of Charleston who are physically unable to use the public bus system currently provided by SCE&G. Tel-A-Ride currently operates two raised roof, lift equipped vehicles. Service is currently available in major portions of the Charleston Metropolitan Area, and will be expanded within approximately two (2) years to cover the entire public transportation service area. This service is operated by a private firm under contract with the City.

The City has been awarded grants from and will be applying for grants from the Urban Mass Transportation Administration (UMTA) to (1) provide operating assistance to SCE&G, the mass transit operator for the Charleston Metropolitan Area, (2) to assist in the operation and expansion of DASH, (3) to complete construction of public portions of the Visitor Reception and Transportation Center (VRTC), a multi-use development with transit malls to be served by DASH, including VRTC transit orientation program & film. The scope of the proposed STAP project, therefore, is to continue and fully implement Phase 4 of the CCATS plan, to assist in the operation and expansion of DASH and Tel-A-Ride transit operations and to help complete the construction of the VRTC project and development of a transit orientation program and film.

PROJECT NARRATIVE

Goals and Objectives

1. Continue Operation and Expansion of Downtown Area Shuttle (DASH) Service:
 - a) provide service by DASH to benefit transit dependent populace through direct routing to major origins and destinations.
 - b) expand DASH service to fully implement Phase 4 of the CCATS plan.
 - c) offset traffic and parking impacts of downtown revitalization, development, and tourism industry.
 - d) promote DASH routes and maintain good public image of DASH as a "show case" transit service.
 - e) maximize ridership and farebox revenues.
2. Continue to improve City capability to develop and administer transit service assistance and coordination programs for the metro area:
 - a) continue financial and technical assistance to SCE&G under UMTA grant.
 - b) continue grants and technical assistance to the City of North Charleston, the Berkeley, Charleston, Dorchester Council of Governments, and the Town Mt. Pleasant.

3. Complete Visitor Reception and Transportation Center development:

- a) administer development of VRTC facility and assure that all federal, state and local requirements are met.
- b) complete construction of the VRTC.
- c) coordinate development of transit orientation program & film.
- d) coordination of facility transit operations.

4. Continue Operation and Expansion of Tel-A-Ride Service:

- a) provide service by Tel-A-Ride to benefit physically disabled citizens and visitors to Charleston.
- b) expand service provision, and system service area.
- c) promote Tel-A-Ride and maintain good public image of Tel-A-Ride.
- d) maximize ridership.

Project Site

DASH services provided directly under this project will be operated on the Charleston peninsula, generally south of the Crosstown Expressway. The focus of the central transit service is the Charleston CBD. The service would also extend to the hospital complex and Medical University of South Carolina. The Gateway Loop will continue to operate across the northern part of the service area, between the area of the Veterans Hospital, City Police Building and Sheraton Hotel along the Ashley River and connect it with the Business and Technology Center by the port on the Cooper River side. This part of the service provides direct access to the consolidated Burke High School Campus on the west side and the new Trident Technical College Campus at the former C.A. Brown High School site on the east side. Also, the Cumberland Shuttle service connects the Broad Street business district with off street parking facilities and the Market area in the southeastern area of the peninsula.

Full implementation of Phase 4 of the CCATS study will entail modification of the Downtown Area Shuttle, which currently runs both north/south and east/west on the peninsula, to a basically east/west route operating between a portion of the Central Business District and the Medical Complexes. The addition of a third route, the Meeting/King Street Loop, with a north/south orientation, will connect the Central Business District with the residential and tourist areas on the southern end of the peninsula. The addition of a fourth route, the Broad Street Shuttle, with an east/west orientation will traverse the Broad Street financial district on the southern part of the service area.

Tel-A-Ride services, are operated on the entire Charleston peninsula, as well as major portions of North Charleston and West Ashley. In the full service area phase, Tel-A-Ride will be operated in the entire Charleston metropolitan area which is currently served by public transportation.

Population Served and Coordination Efforts

The overall population for the SCE&G transit service area was 219,720 at the 1980 census. Since DASH operates as a supplement at the center of the SCE&G system, this project will benefit this population and others. Total ridership on SCE&G buses not including City sponsored DASH routes in 1989 was 3,552,559. On DASH, the ridership totalled 218,934. Population groups served by DASH and not included in the census figures include workers commuting into the service area, student population influx, tourist, and other individuals visiting the Central Business District and Downtown areas.

Specialized transportation service catering to the physically handicapped was initiated on March 20, 1989. Ridership for the 91/3 month period of operation in 1989 was 3,338. The population group served by Tel-A-Ride includes those persons who are physically unable to make use of the general public bus system provided, in Charleston, by SCE&G.

Implementation Tasks

1. DASH Service

Continue operation of three peninsula routes, the Downtown Area Shuttle, the Gateway Loop and the Cumberland Shuttle. These routes are indicated in Attachment A. Expand to full implementation of CCATS Phase 4, as indicated in Attachment B, including operation of the Gateway Loop, the Cumberland Shuttle, a modified Downtown Area Shuttle route, and two additional routes -- the Meeting/King Street Loop, and the Broad Street Shuttle. Distribution of route information and promotional materials will be ongoing to promote DASH and maximize ridership.

2. Provision of Transit Assistance to Metro Area

Continue on-going technical and financial assistance to SCE&G relating to the preparation and administration of government contracts, co-ordination and explanation of grant program requirements to assure compliance with government regulations, and application for government reimbursement for eligible SCE&G operations losses.

3. Continuation of VRTC Construction & Development of Transit Orientation Program & Film

The Visitors Reception and Transportation Center (VRTC) will be a multi-modal transportation hub located near the geographic center of the Charleston peninsula. The City will continue to administer the development of this two block facility to assure conformation with appropriate government requirements.

Tasks associated with construction and completion of the facility include:

- a) monitoring progress of a final phase construction/renovation work.
- b) development of transit orientation program & film.
- c) coordination of facility opening by November, 1990.
- d) coordination of facility transit operations.

4. Tel-A-Ride Service

Continue operation of Tel-A-Ride and expand system to meet needs of the physically disabled citizens and visitors to Charleston. The Tel-A-Ride initial service area and full service are indicated on Attachment C. Full service area is expected to be achieved within two (2) years. Distribution of service information and promotional materials will be ongoing to promote Tel-A-Ride and maximize ridership.

IMPLEMENTATION SCHEDULE

Tasks Inclusive 1990-91 Project Dates

1. DASH Service
 - a) Full implementation of CCATS Phase 4 11/1/90-6/30/91
 - b) System Promotion 7/1/90-6/30/91

2. Provision of assistance to Metro Area
 - a) Continue technical service to SCE&G 7/1/90-6/30/91

 - b) Continue grants and technical services to the City of North Charleston, BCDCOG & Town of Mt. Pleasant 7/1/90-6/30/91

3. VRTC development
 - a) VRTC construction activities 7/1/90-11/1/90

 - b) Development of transit orientation program and film 7/1/90-11/1/90

 - c) Coordination of facility operations 11/1/90-6/30/91

4. Tel-A-Ride Service

a) Operation of two Tel-A-Ride vehicles 7/1/90-6/30/91

b) System promotion 7/1/90-6/30/91

BUDGET -- CCATS and VRTC
Implementation (1990-91)

Expenditures

Operations: DASH \$400,000

Space Shuttle 20,790

E&H Service 78,000

Administration: Personnel 104,987

Other 51,899

Capital: Transit Office Machines & Furnishings 9,875

VRTC Construction 1,028,090

VRTC Transit Orient, Program & Film 1,074,000

Total Expenditures \$2,767,641

Revenues

DASH Farebox Revenues	\$104,432
E&H Revenues	4,296
UMTA Pass-Thru Administrative & Operating Assistance	273,474
UMTA Capital Assistance	1,638,167
Total Revenues Before Local Shares	\$2,020,369

Local Share \$747,272

STAP Funds Requested (50%) \$373,636

STAP Request Summary

Operations \$97,515

Administration 39,223

Capital 236,898

TOTAL STAP \$373,636

STAP

1990-91 Capital Funds

Carry Forward Request

Due to unavoidable design delays and reversals due to Hurricane Hugo for the VRTC and Bus Shelter projects, causing subsequent construction postponements, as well as, delay in a vehicle bid award due to not fully responsive bids received, we are requesting that the full unused balances of previously awarded Capital contracts, already allocated for the City, be carried forward from the 1989-1990 funding period into the 1990-1991 funding period to supplement funds being applied for during the upcoming year. We anticipate that all carry forward monies will be exhausted during the

coming 1990-1991 year. The Capital contracts which we are requesting to be carried forward are as follows:

Contract #	Type	Transit Projects
PTD-60212-CP	STAP	VRTC Const., Bus Shelter, Vehicle Acq.
PTD-8B212-05	STAP	VRTC Const., Bus Shelter PTD-9B212-01
SHP-1188	SHIMS	Vehicle Acq., Vehicle Lifts
PTD-0B212-06	STAP	VRTC Const., Bus Shelter

PROJECT ADJUSTMENT STATEMENT

In the event this proposal is disapproved, the City would scale back certain aspects of the project. In particular, service might be severely reduced to fall within existing City budget amounts and the 1991 budgeting for City transit programs would be limited. It is also essential that the carry forward request for the VRTC, Bus Shelter and Vehicle Acquisition projects be granted or these capital projects will be decisively delayed or curtailed. The City is committed to pursuing the transit development program and expects a combination of UMTA, STAP, SCE&G, and City financing to fund the programs outlined in this application.

The following resolution was adopted on motion of Councilmember Shirley:

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 amendment to agreement which shall be substantially as follows:

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

FIRST AMENDMENT TO TRANSIT PLANNING ASSISTANCE AGREEMENT

THIS FIRST AMENDMENT TO TRANSIT PLANNING ASSISTANCE AGREEMENT, made and entered into this 22nd day of February, 1990, by and between the City of Charleston, a municipal corporation organized and existing under the laws of the State of South Carolina, hereinafter called "Charleston", and the City of North Charleston, also a municipal corporation organized and existing under the laws of the State of South Carolina, hereinafter called "North Charleston".

WITNESSETH

WHEREAS, Charleston, and North Charleston have heretofore entered into a Transit Planning Assistance Agreement dated August 16, 1988, which agreement required North Charleston to complete a comprehensive transit study no later than August 16, 1990; and,

WHEREAS, various circumstances beyond the control of North Charleston have set back the projected schedule for the comprehensive transit study and the parties are agreed that it is appropriate to amend the agreement to extend the time for completion of the comprehensive transit study.

NOW, THEREFORE, in consideration of the premises and for the sum of the dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by said parties that ARTICLE IV, Paragraph 13, of the Transit Planning Assistance Agreement between the parties, dated August 16, 1988, is hereby amended to read as follows:

13. North Charleston does agree to complete a comprehensive transit study, including a final detailed investigation, summary of findings, and transit implementation recommendations no later than August 31, 1991, and to provide interim study results on July 31, 1990, and January 31, 1991, based upon the work completed thru those dates.

AND THE PARTIES DO HEREBY FURTHER AGREE, that the Transit Planning Assistance Agreement is to remain in full force and effect in all other respects.

IN WITNESS WHEREOF, the parties do set their hands and seals on the date first above written.

CITY OF CHARLESTON (SEAL)

By: _____

Joseph P. Riley, Jr., Mayor

ATTEST:

Clerk of Council

CITY OF NORTH CHARLESTON (SEAL)

By: _____

John E. Bourne, Jr., Mayor

ATTEST:

Clerk of Council

The following resolution was adopted on motion of Councilmember Stephens:

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:

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

CITY OF CHARLESTON)

AGREEMENT

THIS CONTRACT made and entered into this the _____ day of _____, 1990, by and between the City of Charleston, South Carolina, hereinafter referred to as the "Owner" and Worldwide Rotor and Wing Aviation, Inc., hereinafter referred to as the "Contractor" or "Buyer".

WITNESSETH

WHEREAS, the Owner has determined that it is necessary and in the best public interest to remove certain marketable timber downed by Hurricane Hugo from Cypress Gardens.

WHEREAS, the Owner has solicited certain bids for the removal of said timber, and

WHEREAS, the Contractor hereby agrees to perform the timber removal work contracted for in the attached Contract Documents and in accordance with the terms and conditions thereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants herein contracted, the Owner and Contractor do hereby mutually agree as follows:

1. The Contractor ("Buyer") agrees to pay the Owner \$3,25 per ton for the removal of marketable timber according to the terms and specifications hereinafter provided for Cypress Gardens.

2. The Contractor agrees to and accepts all the terms and conditions contained in the Contract Documents. The Contract Documents consists of the following:

(1) Notice of Award

(2) General Conditions

(3) Agreement

(4) Special Provisions and Specifications/Timber Purchase and Sales Conditions.

NOTWITHSTANDING any provisions to the contrary, this Contract shall be considered to include all applicable requirements of Public Law Number 93-288 of the United States and all regulations promulgated thereunder and OMB Circular A-102, attachments A, B, O and P.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this the _____ day of _____, 1990.

CHARLESTON, SOUTH CAROLINA

BY: _____

ITS: _____

ATTEST:

Contractor

ATTEST:

GENERAL CONDITIONS

1. As per FEMA regulations the Contractor/Buyer shall give first priority to utilizing resources in the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts, and employing workmen.
2. The Contractor/Buyer shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, of all the necessary materials and shall furnish and pay for all the superintendence, labor, tools, equipment and transportation and perform all work required for the removal of timber from Cypress Gardens in strict accordance with this contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.
3. In the event the Owner is dissatisfied with the progress or performance of the work in accordance with the time of completion set forth in this contract, the Owner shall give the Contractor/Buyer verbal or written notice in which the Owner shall specify in detail the cause of dissatisfaction. Should the Contractor/Buyer fail or refuse to remedy the matters complained of within one (1) day after notice is received by the Contractor, Contractor/Buyer shall be deemed in default of this contract, and Owner shall be paid only for such work as has been completed prior to default.
4. The actual performance of work and superintendence shall be performed by the Contractor/Buyer but the Owner shall at all times, have access to the premises for the purpose of observing or inspecting the work performed by the Contractor. Owner reserves the right to stop work should it be deemed appropriate.
5. The Contractor/Buyer shall not sublet (either hourly or lump sum) this work without the written consent of the Owner.
6. The Contractor/Buyer shall have full responsibility under this contract for any subcontracts and shall supply a list of all approved subcontractors, their contracts and business address, phone number, contact person, etc.
7. In any case where there is a matter of discrepancy in opinion concerning any portion of the specifications, work methods, work to be accomplished, or any other matter concerning this Contract, the final decision shall be that of the Owner.
8. The Contractor/Buyer shall indemnify and save harmless the Owner and the Owner's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor/Buyer, its agents, or employees in the execution of the work or in guarding the same.
9. Payment shall be made to the Owner upon completion of all timber removal work. Payment shall be for the total number of tons removed as verified by concurring Contractor/Buyer and City records.
10. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior Written Notice has been given to the Owner. Cancellation of insurance shall be grounds for termination of contract.

11. The Contractor/Buyer shall procure and maintain, at the Contractor's/Buyer's own expense, during the Contract Time, Liability Insurance as hereinafter specified: Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor/Buyer or a subcontractor employed by the Contractor, Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident.

12. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident, and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

13. The Contractor/Buyer shall procure and maintain, at the Contractor/Buyer's own expense, during the Contract Time, in accordance with the provisions of the laws of the State of South Carolina Workmen's Compensation Insurance, including occupational disease provisions, for all of the Contractor/Buyer's employees, and in case any work is sublet, the Contractor/Buyer shall require such subcontractors identically to provide Workmen' Compensation Insurance, including occupational disease provision for all of the latter's employees unless such employees are covered by the protections afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract is not protected under the Workmen's Compensation Law, the Contractor/Buyer shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

14. Contractor/Buyer shall comply with any and all requirements set out in the following:

(1) Notice of Award

(2) General Conditions

(3) Agreement

(4) Special Provisions and Specifications/Timber Purchase and Sales Conditions.

15. The Contract and all of its several parts shall be interpreted under the laws and statutes of the State of South Carolina.

SPECIAL PROVISIONS AND SPECIFICATIONS/TIMBER PURCHASE AND SALES CONDITIONS

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

The undersigned SELLER for and in consideration of the payment made or to be made by the undersigned BUYER, and the covenants on his part, does hereby sell, convey and deliver unto the BUYER, his heirs, successors and assigns, except as limited herein, the timber, trees, tops or laps on the premises described below, together with the rights of ingress and egress for the term and consideration as stated.

1. The premises are designated or described as all of the Cypress Gardens tract in entirety, Involving 172 acres, + 11 acre tract owned by _____, the deed to which is recorded in _____ County, _____: in Book _____, at Page _____, and is bounded as follows:

NORTH SEE ATTACHED MAPS; SOUTH SEE ATTACHED MAPS; EAST SEE ATTACHED MAPS; WEST SEE ATTACHED MAPS.

2. The timber conveyed and the price the BUYER agrees to pay the SELLER for each unit cut and removed is described as follows:

SPECIESTYPE OF MATERIAL	UNIT	PRICE PER UNIT
Pine 11" Top diameter	ton	\$3.25/ton
Cypress 11" Top diameter	ton	\$3.25/ton
Magnolia 11" Top diameter	ton	\$3.25/ton
Ash 11" Top diameter	ton	\$3.25/ton
Oak 12" Top diameter	ton	\$3.25/ton

3. TERM: The BUYER is granted until as specified In Notice to Proceed to enter, cut and remove the said timber. ALL timber not removed by said date shall be the property of the SELLER, and the rights of the BUYER under this agreement shall cease after said date.

4. PAYMENT: The BUYER agrees to pay the SELLER, according to the schedule in Paragraph 2 above, for each unit cut and delivered under this agreement. Payment shall be made lump sum upon completion in the form of a check drawn to the order of the SELLER, or the SELLER'S representative. Scaling will be done by truckload by Certified Mill Weight on numbered weight tickets as provided by City of Charleston.

5. SPECIAL PROVISIONS: See attached General Conditions and Items 8-14.

6. The SELLER warrants the title to the timber and the rights hereby conveyed unto the BUYER, his or its heirs, successors and assigns. See item 9.

7. The SELLER reserves the right to go upon the above described property at any time for the purpose of inspecting the logging operations.

8. Buyer (Contractor) may use two (2) staging areas as previously discussed, one being a DuPont property and the other being the parking area at the front of Cypress Gardens and any other areas as mutually agreed upon by the Buyer, Seller and any third party and Owner. Buyer (Contractor) may use any appropriate means to load timber within these areas. Buyer (Contractor) shall be limited to ground crews within the gardens and swamp area i.e. -- only workers on foot will be permitted within the garden/swamp area, equipment may be permitted with written consent of Owner.

9. SPECIAL NOTE:

This helicopter timber harvesting covers ONLY timber downed by Hurricane Hugo. No standing trees shall be cut unless the tree is broken at a point in the main trunk below any horizontal branching. Parks personnel shall hand flag additional, marketable damaged trees to be removed during contract.

10. Safe Factors In Work Area

In submitting his bid, the Contractor (Buyer) must recognize and make himself aware of the fact that he will be working in congested areas. The Contractor/Buyer shall employ flagmen and any necessary safety measures as required to protect the public and shall be fully responsible for all safety measures for his operations.

The Contractor/Buyer is advised that local utility company crews are working in the clean-up area performing routine work in addition to restoring utility services to disaster victims. The Contractor/Buyer shall schedule his operations in such a manner to least interfere with utility company activities, and in no instance shall his clean-up operation hinder the utility company's ability to restore service, or terminate previously restored service.

The Contractor/Buyer shall contact the Underground Utilities Locating Service 3 business days prior to any operations which may affect any such utility and is responsible for following up to coordinate this effort. Contractor shall protect from damage all existing improvements and utilities (fire hydrants, valves, meters, signs, and similar facilities as sidewalks and curbs and gutters) and shall repair or restore to the satisfaction of the Owner and/or utility company, any damage to such facilities resulting from failure to comply with the requirements of this contract. Utilities Locating Service hours are 7:30 a.m.- 4:30 p.m. M-F, phone -- 1-800-922-0983.

The Contractor/Buyer's personnel shall be properly equipped with the required safety equipment, hard hats, clothing or any other safety materials that are necessary to perform the specific work required.

11. Storage of Equipment

The Contractor/Buyer shall be responsible to locate areas where his equipment may be stored, serviced or repaired. Such areas shall be located on Cypress Gardens, DuPont or SCE&G property with the approval of the Owner.

12. The Owner shall expect the Contractor (Buyer) to take every method at his disposal to protect the properties on which he will be working. If, in the opinion of the Owner, the Contractor/Buyer is acting in such a manner as to cause unnecessary damage to properties, whether they may be public or private, the Owner shall invoke its authority to immediately terminate the contract and be reimbursed for tonnage removed to date. The termination of this contract shall be effective immediately upon verbal or written notice by the Owner to the Contractor/Buyer.

13. Buyer/Contractor shall be responsible for any and all damages on both public and private property arising out of this activity. DuPont and/or SCE&G may elect to have a separate contract regarding this with Buyer/Contractor. However, Buyer/Contractor shall not be responsible for the paved entrance road and parking area within Cypress Gardens property as it is already damaged. Buyer/Contractor agrees to repair all other damages or pay Owner a mutually agreed upon settlement to cover repair costs.

14. Owner reserves the right to keep certain timber as marked by Owner set aside on site for City of Charleston use. City of Charleston will contract with helicopter company separately to remove such timber from gardens/swamp areas and stockpiled as directed on site. Should a mutually beneficial agreement not be attainable regarding this matter, then aforesaid timber shall be left in gardens/swamp area for future removal.

The following bill received first reading:

A BILL

AUTHORIZING THE SALE OF NO. 1 VENDUE RANGE AND A PORTION OF FORMER CONCORD STREET, BETWEEN CORDES STREET, EXTENDED AND NORTH ATLANTIC WHARF, EXTENDED, TO CONCORD INN ASSOCIATES LP, A SOUTH CAROLINA LIMITED PARTNERSHIP, OR ITS SUCCESSORS AND ASSIGNS.

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

Section 1. The Mayor is hereby authorized to execute the necessary documents to effect the transfer of property known as No. 1 Vendue Range to Concord Inn Associates LP, a South Carolina Limited Partnership, or its successors and assigns, at a compensation sufficient to reimburse the City its costs in the purchase of No. 1 Vendue Range, plus a reasonable rate of interest.

Section 2. The Mayor is hereby further authorized to execute the necessary documents to effect the transfer of a portion of former Concord Street, measuring and containing 1745 square feet, more or less, and being located between Cordes Street, extended, and North Atlantic Wharf Street, extended, to Concord Inn Associates LP, a South Carolina Limited Partnership or its successors and assigns, at a consideration of \$35 per square foot.

Section 3. This Ordinance shall become effective upon ratification.

Next on the agenda were three (3) bills up for second reading. The three (3) bills received second reading on motion of Councilmember Jefferson and third reading on motion of Councilmember Ader. On the further motion of Councilmember Shirley, the rules were suspended and the three (3) bills were immediately ratified as:

Ratification

Number 1990-26

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1386 RIVERFRONT DRIVE (TMS# 352-10-00-058), ST. ANDREWS PARISH, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 10.

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

Section 1. Findings of Fact

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

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

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

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

Section 2.

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

SAID PROPERTY to be annexed 1386 Riverfront Drive, St. Andrews Parish, Charleston County, is identified by the County Assessor's Office as TMS# 352-10-00-058 (see attached map) and all adjacent public rights-of-ways.

Section 3.

This Ordinance shall become effective upon ratification.

Ratification

Number 1990-27

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1730 AND 1736 RIVERFRONT DRIVE (TMS# 352-13-00-025 AND 026), ST. ANDREWS PARISH, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 10.

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

Section 1. Findings of Fact

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

- a) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.
- b) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.
- c) The area comprising the said property is contiguous to the City of Charleston.

Section 2.

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

SAID PROPERTY to be annexed 1730 and 1736 Riverfront Drive St. Andrews Parish, Charleston County, is identified by the County Assessor's Office as TMS# 352-13-00-025 and 026 (see attached map) and all adjacent public rights-of-ways.

Section 3.

This Ordinance shall become effective upon ratification.

Ratification

Number 1990-28

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1740 JERVEY AVENUE (TMS# 352-10-00-020), ST. ANDREWS PARISH, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 9.

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

Section 1. Findings of Fact

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

- a) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.
- b) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.
- c) The area comprising the said property is contiguous to the City of Charleston.

Section 2.

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

SAID PROPERTY to be annexed 1740 Jervey Avenue St. Andrews Parish, Charleston County, is identified by the County Assessor's Office as TMS# 352-10-00-020 (see attached map) and all adjacent public rights-of-ways.

Section 3.

This Ordinance shall become effective upon ratification.

Prior to considering the next item on the agenda, the Mayor showed City Council the plans for the proposed development adjacent to the Waterfront Park which will include arches between the three structures. He informed City Council that wires had been extended across the areas where arches or bridges are proposed forming the top of the arches and that everything from the wire underneath would be what one would be able to see. From this, he stated, one could see that the view of the harbor and the harbor activity was unimpaired. He expressed the belief that the proposed design was very beautiful. He stated this matter was presented to the Joint Committees on Real Estate and Public Works and Utilities this afternoon and he was presenting this matter to City Council at this time, as information.

The next item on the agenda was a request for an exemption from the requirements of the Master Road Plan for property on Maybank Highway (TMS# 346-00-00-001 and 346-07-00-023, 024, and 025). Consideration of this request, which involved a portion of the Mark Clark Expressway, was deferred at City Council's February 13, 1990 meeting.

At the Mayor's request, Howard R. Chapman, Director of the Department of Traffic and Transportation, briefed City Council on this issue. He informed City Council of the receipt of the following letter:

March 12, 1990

Mr. Carl W. Ahlert
Assistant Director
Department of Traffic and Transportation
City of Charleston
180 Lockwood Drive Extension
Charleston, SC 29403

Dear Mr. Ahlert:

This is to notify you that we will grant the City of Charleston a two week extension to consider our application for exemption of a parcel of land at Headquarters Island. This exemption is the result of a meeting that the City and I had today with the adjacent property owners. These property owners requested this time to further study the situation and give their input.

As we agreed, the City Council will now consider this request at the March 27, 1990 meeting instead of tonight's meeting.

You indicated to me that the City's legal council stated that granting this extension will not void our request or constitute a withdrawal of our request, but will only give the City two additional weeks to act; otherwise, the exemption will be deemed to be approved, as provided by the ordinance. This extension is being granted only on that basis.

Thank you for your help with this matter.

Sincerley,

Hal M. Armstrong
Vice President, Maryland Southern Corporation

Mr. Chapman explained the request for deferral would give Maryland Southern Corporation an opportunity to provide more information to the adjacent property owners. He told City Council of a meeting that was held this afternoon which was attended by members of his staff, Maryland Southern Corporation's representatives and the adjacent property owners and he believed it would be possible to work out a reasonable compromise in terms of an acceptable variance. He explained the City's Legal Department cleared the above printed request that such an extension is permitted under the City's ordinance, and as such, he recommended to City Council that it defer action for two (2) weeks to give the property owner an opportunity to meet with all of the residents and provide them with the information they are looking for. Mr. Chapman submitted Maryland Southern Corporation's letter to the Clerk.

No questions were directed to Mr. Chapman. No objection was expressed to this matter being deferred for two (2) weeks. On motion of Councilmember Shirley, seconded by Councilmember Stephens, City Council voted to defer action on this matter until City Council's next regular meeting, which Councilmember Stephens pointed out would be held in fifteen (15) days rather than two weeks.

City Council was reminded that its next regular meeting was scheduled for March 27, 1990 and would be held at Burke High School.

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

MARY R. WRIXON

Clerk of Council