

July 21, 1992

COUNCIL CHAMBER

Regular Meeting.

July 21, 1992

The fifteenth 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 local news media July 17, 1992. A notice of the meeting appeared in SATURDAY, July 18, 1992.

PRESENT

The Honorable Joseph P. Riley, Jr., Mayor, and Councilmembers Smythe, Ellington, Jefferson, Washington, Scott, Evans, Ader, Shirley, Stephens and Thomas -- 11.

Earlier this day the Clerk of Council was informed by Councilmember Ford that he would be unable to attend this meeting as he had another meeting to attend. Councilmember Kinloch also called to say he would be working late and would therefore be unable to attend this meeting.

The Mayor stated some committee meetings were held earlier this afternoon and he explained the difficulty of judging the length of the meetings. The earlier meetings, he said, ran longer than anticipated and for that reason the Committee on Ways and Means' meeting scheduled for 5:30 p.m. had not been held yet.

He noted there were a number of persons in the Council Chamber for the City Council meeting. At Councilmember Ader's request, he said, City Council's meeting would proceed at this time and the matters for which the citizens were present would be taken up. A recess would then be declared in order for the Committee on Ways and Means meeting to be held and City Council's meeting would be reconvened at its conclusion.

The meeting was opened with prayer by Councilmember Shirley.

At the Mayor's invitation, Corporal H. Gilden, his wife Kathryn and their three children as well as Edward "Moose" Remington came forward.

The Mayor then stated that the most important thing a government does is provide for the public safety of its citizens. The City of Charleston's Police and Fire Departments are exceptional, he said. The men and women of those departments bring great credit and pride to the City every day. Everyone enjoys recognizing excellence and that, he explained, was what was being done this afternoon. The Mayor then read the following proclamation:

PROCLAMATION

Let it be known that the people of Charleston, South Carolina, desire excellence in all aspects of law and order.

And that they take great pride in their famous Police Department, and the officers who serve so that the citizens can live without the fear of crime.

And that Corporal William H. Gilden, Narcotics Officer of that Department, who has earned a degree from the College of Charleston, serves on the Department's Special Weapons and Tactics (S.W.A.T.) team and is also certified as a gas man on that team . . .

That Corporal Gilden competed for the second time in The Hundred Club of Greater Charleston, Inc.'s annual Police Olympics . . .

And against all police competitors from around the great State of South Carolina, did beat them all to win for the second time, the much coveted title of . . .

"TOP COP"

Therefore, the members of City Council of the City of Charleston, and on behalf of all its citizens as well as all other citizens of the State of South Carolina, do hereby express their admiration of, and joy in recognizing Corporal Gilden's achievement and professional police skills, and for him bringing additional honors to our Police Department.

Furthermore, we also wish to express to Corporal Gilden, his wife Kathryn and children, our community's appreciation of their efforts and sacrifices that make all of our citizen's lives safer and more enjoyable.

The Mayor congratulated Corporal Gilden and presented the proclamation to him. A round of applause followed.

The Mayor also recognized Edward "Moose" Remington and explained that Mr. Remington is a volunteer who organized and has led The One Hundred Club of Greater Charleston to support law enforcement. He expressed pride in what Mr. Remington is doing.

Mr. Remington expressed the belief that the Police Olympics brings out the best in the officers and helps them in their training and their skills. He was proud of the growth in these programs, which each year doubles in participants. Next year, the Police Olympics will take place at The Citadel and over 500 officers from all over the State are expected to participate. He praised Corporal Gilden, who he described as being "a fine officer and very unassuming", for his fine performance.

Corporal Gilden thanked The One Hundred Club for all the support they give to the local police officers. Speaking as a City of Charleston police officer, he thanked the Mayor, the members of City Council and Chief Reuben M. Greenberg for all the support they have given. A round of applause followed.

Next, the Mayor invited Chief "Rusty" Thomas; former Fire Chief and Chief Emeritus, Chief Wilmot E. Guthke; the Chairman of the Board of Firemasters, Robert E. Molony; and, G. L. Buist Rivers, Jr., Esquire to come forward.

The Mayor noted the City of Charleston has had a Board of Firemasters for approximately 150 years when the first Fire Department in America was founded. The Board of Firemasters, he explained, works to assist and support the fire fighting activities in the City of Charleston. This City has an extraordinary Board of Firemasters, the Mayor said. The board members take their job seriously and inspire the Fire Department. They are present at fires. They know the fire fighters, the equipment the department has and the department's needs.

Buist Rivers, the Mayor said, served for twenty-two years on the Charleston Board of Firemasters. He did not believe the Board has ever had a more sincerely committed and dedicated board member than Buist Rivers, a most eloquent advocate for the needs of the Fire Department.

The Mayor explained that Mr. Rivers has retired from service on the Board of Firemasters and, although he will never leave the City of Charleston in spirit, he has moved outside of the city limits. The Mayor then presented to Mr. Rivers a plaque which read:

"Presented to G. L. Buist Rivers, Jr. in grateful appreciation for dedicated service and leadership to the Board of Firemasters, City of Charleston for twenty-two years - April 28, 1970 to February 12, 1992 - Joseph P. Riley, Jr., Mayor of the City of Charleston, City Council of Charleston, Chief Russell B. Thomas, Jr., Fire Department".

The Mayor then thanked and congratulated Mr. Rivers. A round of applause followed.

Mr. Rivers expressed appreciation to former Mayors J. Palmer Gaillard, Jr. and Arthur B. Schirmer, Jr. and Mayor Joseph P. Riley, Jr. and City Council for allowing him to serve. He added he had enjoyed serving and was delighted to have had a part in the selection of the new Fire Chief, but was sorry he did not get to serve with him longer. He had one last request, he said. In response to the Mayor's question, Mr. Rivers asked that the new Fire Chief be given "his cascade system." The Mayor noted that Mr. Rivers had confirmed his (the Mayor's) earlier statement that Mr. Rivers was a most eloquent advocate for the Fire Department's needs. A round of applause followed.

At the suggestion of Councilmember Ader, a member of the Board of Firemasters, the Mayor invited all of the members of the Board who were present to rise to be recognized. A round of applause followed.

Next, the Mayor invited the family of former Alderman James B. Moore, Jr., to come forward. Mr. Moore's widow, Kim Moore, his son Jonathan and daughter Jennifer joined the Mayor at the podium.

The Mayor recalled that when he and a number of the members of the current City Council were elected in 1975, Jim Moore was one of the members of City Council. He served with great distinction and was a wonderful person. He was very committed to this community. The community greatly mourns and bereaves his loss this year, the Mayor added. He proceeded by reading the following resolution:

A RESOLUTION

WHEREAS, James B. Moore, Jr., former Councilmember of the City of Charleston, died June 23, 1992; and,

WHEREAS, Jim Moore was born April 8, 1940 in Ruleville, Mississippi and was a graduate of Freed-Hardeman College in Memphis, Tennessee; and,

WHEREAS, thereafter he moved to Charleston where he established himself as a successful business man, being the owner and operator of the Blue Knight Gallery; and,

WHEREAS, Jim Moore was elected Councilmember of the City of Charleston and represented District 10 in City Council from 1975 to June, 1979; and,

WHEREAS, during his term of office, Councilmember Moore rendered able, efficient and faithful service to the citizens of Charleston serving on the committees on Ways and Means, Public Safety and Traffic, Streets, Water Supply, Electric Wires and Lighting the City, Leisure Services, and Auditorium and served as Chairman of the Personnel Committee; and,

WHEREAS, he also served on numerous other boards and committees including the Cypress Gardens Board of Trustees, the James Island Zoning Committee and the Economic Development Commission; and,

WHEREAS, in January of 1972 Jim Moore was appointed to serve on the Ombudsman Advisory Committee which was charged with the mission of recommending a system by which prominent and knowledgeable citizens of the community would act as advisors to the Mayor and City Council and as representatives of the people; and,

WHEREAS, on February 22, 1972 City Council established by ordinance the Ombudsman Program and Jim Moore was appointed at that time to serve in the program; and,

WHEREAS, in March of 1972 Jim Moore was elected Chief Ombudsman by his fellow Ombudsmen and served this community earnestly and untiringly in that capacity until his election to City Council in December of 1975; and,

WHEREAS, as Chief Ombudsman, he was in effect the executive director of the program; and,

WHEREAS, Jim Moore was known as a man of compassion and charity, who quietly assisted many in distress, whose friendship was valued by many, and who served public causes with intelligence, foresight, diligence and dignity.

NOW, THEREFORE, BE IT RESOLVED by The City Council of Charleston that in the passing of former Councilmember James B. Moore, Jr. the City of Charleston has lost a citizen who contributed to and reflected credit upon his adopted community and whose friendship was valued by many.

BE IT FURTHER RESOLVED that this resolution be entered in the Official Journal of council, and that an engrossed copy thereof be delivered to his family as an expression of sympathy in their grief.

The resolution was adopted on motion of Councilmember Jefferson.

Next on the agenda was a public hearing called for by the following advertisement which appeared in The Post and Courier, June 19 and July 3, 1992 and in The Chronicle, July 8, 1992:

PUBLIC HEARING

The public hereby is advised that the City Council of Charleston will hold a public hearing at its meeting beginning at 6:00 p.m., Tuesday, July 21, 1992, in City Hall, 80 Broad Street, on the request that the Zoning Ordinance of the City of Charleston be changed in the following respects:

- 1) To zone the following properties annexed February 25, 1992, located on Cainhoy Road, south of the Mark Clark Interchange, Berkeley County, General Business-Accommodation (GB-A) classification:
 - a) 1 acre - 1,200 feet south - TMS# 271-00-02-020 - owned by Benjamin Dennis
 - b) 1 acre - 1,250 feet south - TMS# 271-00-02-021 - owned by Alphonzar Dennis
 - c) 1 acre - 1,300 feet south - TMS# 271-00-02-041 - owned by Florence Perrineau
 - d) 1 acre - 1,320 feet south - TMS# 271-00-02-064 - owned by Anthony Green
 - e) 1 acre - 1,370 feet south - TMS# 271-00-02-066 - owned by Eloise D. Williams

- 2) To zone 1075 and 1077 Jenkins Road (TMS# 351-14-00-006 and 007) (.7 acre) General Business (GB) classification. The property is owned by John H. Meredith and was annexed April 28, 1992 (1992-51).
- 3) To zone 695 Citadel Haven Drive (TMS# 310-04-00-003) (33.08 acres) Light Industrial (LI) classification. The property is owned by Charles W. Parham and was annexed May 12, 1992 (1992-53).
- 4) Dogwood Road properties (TMS# 354-04-00-043, 044 and 050) (35 acres) To consider amendment of restrictive covenants and to rezone part of TMS# 354-04-00-044 to Diverse Residential (DR-12). The property is owned by The Disher Company and is zoned Diverse Residential (DR-1) classification.
- 5) Ross Development Tract (TMS# 306-00-00-001) (372.3 acres) To consider request for amendment to restrictive covenants to reduce the 50-foot required buffer to 25-feet in designated area. The property is owned by Ross Development Corporation and is zoned Single-Family Residential (SR-2, SR-3, SR-4), Diverse Residential (DR-6, DR-9, DR-12), General Office (GO), Limited Business (LB) and General Business (GB) classifications.

This request was approved by the City Planning and Zoning Commission at its meeting May 20, 1992, and an ordinance was given first reading by City Council at its meeting June 9, 1992. The public hearing will be held before any further action is taken.

- 6) SECTION 54-83 of the Zoning Ordinance of the City of Charleston To consider amendment to Time Limitations on Permits Authorized by the Board of Adjustment to change time limitation from six (6) months to one (1) year.
- 7) SECTION 54-36 of the Zoning Ordinance of the City of Charleston To consider amendment to Height and Area Regulations to add setback requirements to the Diverse Residential (DR-6, DR-9 and DR-12) Zoning Districts.

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

MARY R. WRIXON
Clerk of Council

The following is the City Planning and Zoning Commission's report relative to the public hearing matters:

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

CAINHOY ROAD, 1,200 FEET SOUTH OF MARK CLARK INTERCHANGE
APP. NO. 925-20-1
(TMS# 271-00-02-020)
BERKELEY COUNTY (1 ACRE)

Request a zoning of GB-A (General Business--Accommodation). The property is owned by Benjamin Dennis. The property was annexed February 25, 1992 and there was no county zoning.

RECOMMENDATION: Approval.

CAINHOY ROAD, 1,250 FEET SOUTH OF MARK CLARK INTERCHANGE

APP. NO. 925-20-2

(TMS# 271-00-02-021)

BERKELEY COUNTY (1 ACRE)

Request a zoning of GB-A (General Business--Accommodation). The property is owned by Alphonzar Dennis. The property was annexed February 25, 1992 and there was no county zoning.

RECOMMENDATION: Approval.

CAINHOY ROAD, 1,300 FEET SOUTH OF MARK CLARK INTERCHANGE

APP. NO. 925-20-3

(TMS# 271-00-02-041)

BERKELEY COUNTY (1 ACRE)

Request a zoning of GB-A. The property is owned by Florence Perrineau. The property was annexed February 25, 1992 and there was no county zoning.

RECOMMENDATION: Approval.

CAINHOY ROAD, 1,320 FEET SOUTH OF MARK CLARK INTERCHANGE

APP. NO. 925-20-4

(TMS# 271-00-02-064)

BERKELEY COUNTY (1 ACRE)

Request a zoning of GB-A (General Business--Accommodation). The property is owned by Anthony Green. The property was annexed February 25, 1992 and there was no county zoning.

RECOMMENDATION: Approval.

CAINHOY ROAD, 1,370 FEET SOUTH OF THE MARK CLARK INTERCHANGE

APP. NO. 925-20-5

(TMS# 271-00-02-066)

BERKELEY COUNTY (1 ACRE)

Request a zoning of GB-A (General Business--Accommodation). The property is owned by Eloise D. Williams. The property was annexed February 25, 1992 and there was no county zoning.

RECOMMENDATION: Approval.

1075 AND 1077 JENKINS ROAD

APP. NO. 925-20-7

(TMS# 351-14-00-006 AND 007) .7 ACRE

Request a zoning of GB (General Business). The property is owned by John H. Meredith. The property was annexed April 28, 1992 and the county zoning was CG.

RECOMMENDATION: Approval.

695 CITADEL HAVEN DRIVE

APP. NO. 925-20-9

(TMS# 310-04-00-003)

33.08 ACRES

Request a zoning of LI (Light Industrial). The property is owned by Charles W. Parham and was annexed on May 12, 1992. The county zoning was RS-8.

RECOMMENDATION: Approval of BP (Business Park) zone district.

DOGWOOD ROAD

APP. NO. 925-20-11

(TMS# 354-04-00-043, 044 AND 050)

35 ACRES

Request an amendment to restrictive covenants and rezone part of parcel 044 to DR-12 (Diverse Residential). The property is owned by The Disher Company and is zoned DR-1 (Diverse Residential).

RECOMMENDATION: Approval to amend Restrictive Covenants to restrict the part of 354-04-00-044 bounded by Forest Lakes subdivision on the southwest, Dogwood Road on the northwest, the proposed parkway on the northeast and a 60-foot drainage easement on the southeast to single-family detached residential; eliminate the 100-foot buffer in this area and reduce other buffers to 15 feet along Dogwood and 25 feet along the parkway. Also reduce the right-of-way for the parkway to 60 feet and rezone to DR-12.

ROSS DEVELOPMENT TRACT

APP. NO. 925-20-12

(TMS# 306-00-00-001)

372.3 ACRES

Request an amendment to restrictive covenants to reduce the 50 foot required buffer to 25 feet in designated area. The property is owned by Ross Development Corporation and is zoned SR-2, SR-3, SR-4 (Single-Family Residential), DR-6, DR-9, DR-12 (Diverse Residential), GO (General Office), LB (Limited Business) and GB (General Business).

RECOMMENDATION: Approval.

SECTION 54-83

APP. NO. 925-20-17

Request consideration of an amendment to Section 54-83 Time Limitations on Permits Authorized by the Board of Adjustment, to change time limitation from six months to one year.

RECOMMENDATION: Approval.

SECTION 54-36

APP. NO. 925-20-18

Request consideration of an amendment to Section 54-36 Height and Area Regulations to add setback requirements to the DR-6, DR-9 and DR-12 (Diverse Residential) Zoning Districts.

RECOMMENDATION: Approval.

The Mayor noted that a number of the public hearing matters involved zoning properties in the Daniel Island area. No objection was expressed to Councilmember Ader's request that these zoning matters be considered all together.

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

She explained the five properties on Cainhoy Road (identified as TMS#'s 271-00-02-020, 021, 041, 064, and 066) to be zoned are located on the Cainhoy peninsula (Thomas Island) immediately south of the new Mark Clark Expressway and the intersection with Cainhoy Road.

Also, she stated there is a single-family residence on "parcel No. 20" and the other four parcels are vacant. Being in Berkeley County, there was no previous zoning on any of these five parcels, she added.

Ms. Fortenberry concluded her presentation on the zoning of the subject five parcels by saying that in conformance with the land use plan recently adopted for this area, the City Planning and Zoning Commission and the planning staff recommended the five parcels be zoned General Business-Accommodations (GB-A).

No questions were asked by the Councilmembers. The Mayor invited comments from the public.

The daughter of Mr. Benjamin Dennis owner of "parcel No. 20", rose to ask what effect the GB-A zoning category will have on the amount of property taxes her parents will have to pay. Since the current use of the property is residential, she asked if her parents would have to pay taxes on residential or commercial property.

Ms. Fortenberry replied that even though the property was being zoned GB-A, the tax office will look at the use of the property and until the use changes, the zoning on the property should not affect the taxes.

Mr. Dennis' daughter asked if he would be provided a written statement that as long as the use of his property remains residential, his property taxes will not change because of the zoning on the property.

Ms. Fortenberry replied that the City's Annexation Coordinator, Ernest Andrade, could be asked to work with the County and get something in writing that could be provided to Mr. Dennis.

The Mayor asked Mr. Dennis' daughter if she had any objections to her father's property being zoned GB-A. She replied her only concern right now was that her parents are senior

citizens and she did not want their property taxes to increase to the point they could not afford to pay them and causing them to lose their property.

Ms. Fortenberry stated it was the planning staff's understanding that General Business zoning was requested. If it was desired, however, the property could be zoned single-family residential until such time as the property owners wanted to change the zoning.

The Mayor stated he had been thinking that if the property owner had any concern, City Council could zone the property residential this evening. He asked Mr. Dennis if he would prefer that his property be zoned residential rather than GB-A. Mr. Dennis and his daughter both promptly replied in the affirmative.

In response to a question asked by the Mayor, Ms. Fortenberry recommended "parcel No. 20" be zoned SR-1.

The Mayor thanked Mr. Dennis' daughter for bringing up this concern. He believed zoning "parcel No. 20" SR-1 should remove any fear or worry that the property taxes on this parcel would increase because of the zoning category placed on it.

Councilmember Scott asked if the zoning/property tax issue was clear to the other four property owners.

Mr. Andrade rose to say that he had discussed this matter with Mr. and Mrs. Dennis. They and their representative requested the GB-A zoning. In his conversation with them, Mr. Andrade said he told them GB-A complied with the land use plan for that area and the fact that zoning does not have any impact on the value of the property. It is the actual ultimate use that will impact the re-assessment. He added that all the other property owners were aware of this.

In response to another question asked by Councilmember Scott, Mr. Andrade said he had no objections to "parcel No. 20" being downzoned to SR-1 or Conservation.

Councilmember Ader asked what effect an SR-1 zoning on "parcel No. 20" would have on the other four parcels and if "parcel No. 20" was the only one to have a residence on it. Ms. Fortenberry replied it was the only one with a residence. Mr. Andrade stated the only time the County changes assessments is when there is a dramatic change on the property. He added there was no indication there was going to be any change to the structure on "parcel No. 20" so he did not believe there should be any change in the assessment.

Ms. Fortenberry pointed out that by placing zoning on these properties, City Council was actually restricting them more than they would be in Berkeley County with no zoning.

No other citizens indicated a desire to address City Council on the matter of zoning the above-stated five parcels on Cainho Road. The Mayor declared this portion of the public hearing concluded.

Councilmember Ader moved that the parcel identified as TMS# 271-00-02-020 be zoned SR-1 category, the remaining four parcels (TMS#'s 271-00-02-021, 041, 064 and 066) be zoned GB-A category and that first reading be given to bills to so zone the five parcels. Councilmember Jefferson seconded the motion. The motion carried.

The following five (5) bills received first reading:

A BILL

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT CAINHOY ROAD, 1,200 FEET SOUTH OF MARK CLARK INTERCHANGE, BERKELEY COUNTY (1 ACRE) (TMS#

271-00-02-020), ANNEXED INTO THE CITY OF CHARLESTON FEBRUARY 25, 1992 (#1992-24), BE ZONED GENERAL BUSINESS-ACCOMMODATION (GB-A) 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 zone map thereof so that the below described property shall become a part thereof:

Cainhoy Road, 1,200 feet south of Mark Clark Interchange, Berkeley County (1 acre)

TMS# 271-00-02-020.

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

Section 3. This ordinance shall become effective upon ratification.

A BILL

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT CAINHOY ROAD, 1,250 FEET SOUTH OF MARK CLARK INTERCHANGE, BERKELEY COUNTY (1 ACRE) (TMS# 271-00-02-021), ANNEXED INTO THE CITY OF CHARLESTON FEBRUARY 25, 1992 (#1992-24), BE ZONED GENERAL BUSINESS-ACCOMMODATION (GB-A) 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 zone map thereof so that the below described property shall become a part thereof:

Cainhoy Road, 1,250 feet south of Mark Clark Interchange, Berkeley County (1 acre)

TMS# 271-00-02-021.

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

Section 3. This ordinance shall become effective upon ratification.

A BILL

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT CAINHOY ROAD, 1,300 FEET SOUTH OF MARK CLARK INTERCHANGE, BERKELEY COUNTY (1 ACRE) (TMS# 271-00-02-041), ANNEXED INTO THE CITY OF CHARLESTON FEBRUARY 25, 1992, (#1992-24) BE ZONED GENERAL BUSINESS-ACCOMMODATION (GB-A) 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 zone map thereof so that the below described property shall become a part thereof:

Cainhoj Road, 1,300 feet south of Mark Clark Interchange, Berkeley County (1 acre)

TMS# 271-00-02-041.

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

Section 3. This ordinance shall become effective upon ratification.

A BILL

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT CAINHOJ ROAD, 1,320 FEET SOUTH OF MARK CLARK INTERCHANGE, BERKELEY COUNTY (1 ACRE) (TMS# 271-00-02-064), ANNEXED INTO THE CITY OF CHARLESTON FEBRUARY 25, 1992 (#1992-24), BE ZONED GENERAL BUSINESS-ACCOMMODATION (GB-A) 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 zone map thereof so that the below described property shall become a part thereof:

Cainhoj Road, 1,320 feet south of Mark Clark Interchange, Berkeley County (1 acre)

TMS# 271-00-02-064).

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

Section 3. This ordinance shall become effective upon ratification.

A BILL

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT CAINHOJ ROAD, 1,370 FEET SOUTH OF MARK CLARK INTERCHANGE, BERKELEY COUNTY (1 ACRE) (TMS# 271-00-02-066), ANNEXED INTO THE CITY OF CHARLESTON FEBRUARY 25, 1992 (#1992-24) BE ZONED GENERAL BUSINESS-ACCOMMODATION (GB-A) 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 zone map thereof so that the below described property shall become a part thereof:

Cainhoj Road, 1,370 feet south of Mark Clark Interchange, Berkeley County (1 acre)

TMS# 271-00-02-066.

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

Section 3. This ordinance shall become effective upon ratification.

The next zoning matter to be considered involved zoning 1075 and 1077 Jenkins Road (TMS# 351-14-00-006 and 007) General Business (GB) classification.

Ms. Fortenberry explained these two lots are located just south of Highway 7, behind several General Business commercial properties including Meredith's Body Shop. The paint repair portion of Meredith's Body shop is on one of these lots. There is a single family residence on the other lot. Both lots were zoned General Commercial in the County. The City Planning and Zoning Commission and the planning staff recommended they be zoned a comparable zoning in the City -- General Business (GB) classification.

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 to zone the subject two lots GB, as recommended by the City Planning and Zoning Commission and that a bill to zone 1075 and 1077 Jenkins Road (TMS# 351-14-00-006) GB 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 THAT 1075 AND 1077 JENKINS ROAD (.7 ACRE) (TMS# 351-14-00-006 AND 007), ANNEXED INTO THE CITY OF CHARLESTON APRIL 28, 1992 (#1992-51), 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 zone map thereof so that the below described property shall become a part thereof:

1075 and 1077 Jenkins Road (.7 acre)

TMS# 351-14-00-006 and 007

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 695 Citadel Haven Drive (TMS# 310-14-00-003) BP classification was considered next.

Ms. Fortenberry explained this property was recently annexed to the City. It is located right off Citadel Haven Drive and the Mark Clark Expressway. It is immediately across from the Citadel Mall and immediately northwest of the Savannah Highway. Immediately to the south is additional vacant land, an apartment complex and commercial uses directly on Savannah Highway. There are several radio transmission towers south of the property which can be seen from the Mark Clark Expressway.

She stated the owner has requested a Business Park zoning classification for 695 Citadel Haven Drive. She explained that immediately to the north there is an area zoned Light Industrial which has access from Savage Road. To the west of this property are the St. Andrews Sewer District offices and facilities.

Ms. Fortenberry said the planning staff's recommendation was that 695 Citadel Haven Drive be zoned in conformance with the Charleston 2000 Plan which called for a multi-family (DR-6) category. The reason for this, she explained, was because there is very limited access to this parcel at the moment. The staff's feeling was that a business park zoning ultimately was probably the best use for this property. However, the staff's recommendation was to hold off on that zoning until a better access is obtained.

The City Planning and Zoning Commission, she said, recommended approval that this property be zoned Business Park (BP). At the conclusion of Ms. Fortenberry's presentation, no questions were asked by the Councilmembers.

Attorney Sidney Boone, speaking on behalf of the applicant, rose to say his client initially requested a Light Industrial (LI) zoning. After calling attention to the uses and zoning in the vicinity of this property, Mr. Boone said he believed this property was not the site for residential development. His client was willing for the property to be zoned BP, he said, with the understanding that he does not know what the use of this property will be. His client understands the BP category places limitations on the size of some of the structures that can be placed on the property. He stated at some time in the future his client may be back to request a Light Industrial zoning at which time he will address some of the access problems the staff has. Zoning this property BP at this time, he said, is at least a step in the right direction as to what this property can more readily be used for.

No one else indicated a desire to speak for or against this zoning matter. The Mayor declared this portion of the meeting concluded.

On motion of Councilmember Ader, seconded by Councilmember Scott, City Council voted to zone 695 Citadel Haven Drive (TMS# 310-04-00-003) Business Park (BP) classification and to give first reading to a bill to zone the subject property BP classification.

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 695 CITADEL HAVEN DRIVE (33.08 ACRES) (TMS# 310-04-00-003), ANNEXED INTO THE CITY OF CHARLESTON MAY 12, 1992 (#1992-53), BE ZONED BUSINESS PARK (BP) 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 zone map thereof so that the below described property shall become a part thereof:

695 Citadel Haven Drive (33.08 acres)

TMS# 310-04-00-003

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

Section 3. This ordinance shall become effective upon ratification.

Ms. Fortenberry recalled that the next item on the public hearing agenda was considered and given first reading at City Council's June 9, 1992 meeting. The matter involved an amendment to restrictive covenants placed on property owned by Ross Development Corporation, referred to as the "Ross Development Tract" when it was originally zoned in 1989.

She explained the particular restrictive covenant called for a 50-foot buffer along the proposed Highway 61 Expressway, which, she interjected, is getting underway this week. She further explained because of a change in design of the expressway from earlier plans, the Highway Department needed to ask for some additional right-of-way in this section of the expressway. What that did, she said, was require the taking of an additional 25 feet of an approximately 1,000 foot stretch along what is known as the "Bridge Corporation Property" which recently was purchased from Ross Development.

The approximately 1,000 foot strip of land, she explained, is the undeveloped portion of Forest Lakes Extension Subdivision. Much of this area is wetlands, she said, so the planning staff feels that reducing the buffer in that area will not be a "terrible detriment". The staff will be talking with the Bridge Corporation about the possibility of extending the buffer on some of their property, she said. However, in order to get the 61 Expressway moving and the necessary right-of-way for that, Ms. Fortenberry said, it is necessary to amend the restrictive covenants that are in place now.

No questions were asked by the Councilmembers. No citizen indicated a desire to be heard.

On motion of Councilmember Shirley, seconded by Councilmember Ader, City Council voted to accept the City Planning and Zoning Commission's recommendation and to give first reading to a bill to amend the subject restrictive covenants as explained above by Ms. Fortenberry.

The following bill which received first reading at City Council's June 9th meeting was given second reading on motion of Councilmember Stephens. The bill passed second reading on motion of Councilmember Shirley and third reading on motion of Councilmember Ader. On the further motion of Councilmember Ellington, the rules were suspended and the bill was immediately ratified as:

Ratification
Number 1992-65

AN ORDINANCE

TO AMEND THE RESTRICTIVE COVENANTS PLACED UPON THE PROPERTY OF ROSS DEVELOPMENT CORPORATION, ABUTTING PROPERTY NOW OWNED BY THE BRIDGE

CORPORATION, BY REDUCING THE WIDTH OF A PROPOSED BUFFER ZONE FROM 50 FEET TO 25 FEET, BETWEEN STATIONS #177 AND #205 OF THE PROPOSED HIGHWAY 61 PARKWAY ADJACENT TO UNDEVELOPED PROPERTY OF THE BRIDGE CORPORATION AND TO AUTHORIZE THE MAYOR TO EXECUTE AN AMENDMENT TO THE RESTRICTIVE COVENANT.

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

Section 1. The Mayor is hereby authorized to execute an amendment to Restrictive Covenant so as to reduce the width of the buffer zone on property of Ross Development Corporation abutting undeveloped property owned by the Bridge Corporation, between Stations #177 and #205 of the Proposed Highway 61 Parkway, from 50 feet to 25 feet.

Section 2. This ordinance shall become effective upon ratification.

Councilmember Ader extended an invitation to everyone at this meeting to attend the ground breaking for the 61 Expressway scheduled for 10:00 a.m. the following day (July 22nd). The Mayor agreed with her that July 22nd "is going to be a great day." He too invited everyone if possible to attend the ground breaking.

Next on the agenda was the matter of amending restrictive covenants on Dogwood Road properties (TMS#'s 354-04-00-044 and 050) and consider rezoning part of TMS# 354-04-00-044 from DR-1 to DR-12 classification.

Ms. Fortenberry explained the subject property is located between Dogwood Road and Magwood Road. It is a very large parcel which has been in the City for some time and was initially zoned DR-1 with restrictive covenants. It has been in bankruptcy and foreclosure and was taken over by the FDIC for many years and has only recently been sold. She was pleased to say that some development will be occurring on this property soon.

She further explained there is a plan in "parcel No. 44" to develop a section of the property as single family. Due to that change in use, changes in the restrictive covenants are required which the planning staff felt were very reasonable for City Council to consider.

She continued by explaining when this property was zoned multi-family a lot of buffer requirements were placed on the property as it abutted the adjacent single family residential neighborhood of Forest Lakes and the area across Dogwood Road. Some of the requirements, which were requested by the public at that time, were fairly stringent, Ms. Fortenberry added. With a single family development those buffers will not be necessary. In some instances they can be reduced.

Ms. Fortenberry explained the first amendment will be to eliminate the 100-foot buffer which separates "parcel 44" from the Forest Lakes Subdivision. Now there will be two single-family subdivisions adjacent to each other, so that buffer will no longer be required.

There was also a 50-foot buffer required along Dogwood Road, Ms. Fortenberry said. It is being recommended that this buffer be reduced to 15 feet. She explained the reason there should be a buffer along Dogwood Road was to avoid there being double frontage lots.

In addition, she said, there was a buffer required along what is proposed as a "parkway" that will run between Dogwood Road and Magwood Road. This is seen as a very important collector road which will funnel traffic from many of the residential communities in the area down to Magwood Road and on to the Mark Clark Expressway and the 61 Expressway and relieve

traffic on Ashley River Road. The planning staff felt it was very important to keep this as a parkway without a lot of curb cuts and with a nice buffer to maintain that character.

The original requirement was for a 50-foot buffer along the parkway. The staff recommends that this buffer be reduced to 35 feet. Ms. Fortenberry noted this was a slight change from the City Planning and Zoning Commission's recommendation, which was 25 feet. She explained the planning staff's feeling was that 25 feet was not quite enough to maintain a parkway effect. The staff's recommendation was discussed with the owner and he felt he could adequately meet a 35-foot buffer.

Ms. Fortenberry explained that one of the other restrictive covenants affected is the width of the parkway. She said the restrictive covenants called for a 70-foot width, but according to the City's standards for multi-family developments, 60 feet is adequate. It is recommended, therefore, the restrictive covenant be amended to 60 feet.

The other amendment to the restrictive covenants, Ms. Fortenberry said, is that "parcel 44" be limited to single-family development.

The planning staff recommended all of these restrictive covenant amendments to City Council and asked for their approval. And, as a part of this process that City Council refer "parcel 44" back to the City Planning and Zoning Commission for a DR-12 zoning which the owner is in concurrence with. The DR-12 zoning will give the owner some setback requirements which the City is currently in the process of amending.

Councilmember Ader observed much to her pleasure that Ms. Fortenberry had used the word "parkway" and asked if the Highway Department had ever indicated the 61 Expressway should be called the 61 Parkway. Ms. Fortenberry stated that in calling it a "parkway" she had been referring to the collector road and was not referring to the 61 Expressway. The Mayor felt it should be called a parkway. Councilmember Ader thought motorists feel they can drive faster on an expressway than on a parkway, which was not what City Council wanted to happen on the 61 Expressway.

No further comments were expressed and no questions were asked by the Councilmembers about this public hearing matter. No member of the public indicated a desire to address City Council on this matter. The Mayor declared this portion of the public hearing concluded.

On motion of Councilmember Shirley, seconded by Councilmember Ader, City Council voted: (a) to refer to the City Planning and Zoning Commission the rezoning of part of TMS# 354-04-00-044 from DR-1 to DR-12; (b) to amend the subject restrictive covenants as explained above by Ms. Fortenberry; and, (c) to give first reading to a bill to effect the stated amendments to the restrictive covenants.

The following bill received first reading:

A BILL

TO AMEND RESTRICTIVE COVENANTS FOR PROPERTY LOCATED ON DOGWOOD ROAD APPROXIMATELY 1,500 FEET WEST OF ASHLEY RIVER ROAD.

WHEREAS, by Ordinance 1979-80, the City Council zoned properties containing 79.12 acres, more or less, and located between Magwood Road and Dogwood Road, the zoning classification of DR-1 (Diverse Residential); and

WHEREAS, the owner of the properties executed certain Restrictive Covenants encumbering the properties, which covenants are recorded in the Records Mesne Conveyance

Office for Charleston County, in Book D121, at Page 202, and which allow for the City Council to amend the covenants pursuant to the procedures in place for amending the zoning map at the time of the amendment; and

WHEREAS, City Council has determined that an amendment to the Restrictive Covenants is necessary and in the public interest.

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

Section 1. Those certain Restrictive Covenants dated December 4, 1979, and recorded in the Records Mesne Conveyance Office for Charleston County in Book D121, at Page 202, are hereby amended pursuant to the conditions as are set forth in the Amendment to Restrictive Covenants, shown as Exhibit A.

Section 2. This Ordinance shall become effective upon ratification.

STATE OF SOUTH CAROLINA

)

)

AMENDMENT TO
RESTRICTIVE
COVENANTS RECORDED
IN BOOK D121 AT PAGE 202

COUNTY OF CHARLESTON)

WHEREAS, by document dated December 4, 1979, and recorded in the Records Mesne Conveyance Office for Charleston County in Book D121 at Page 202, the properties more fully described in Exhibit A were encumbered by Restrictive Covenants to wit; and

WHEREAS, Item Eight of the aforesaid Covenants provides that the Covenants may be amended by the City Council of Charleston upon its utilizing the procedures then in place to adopt amendments to the zoning maps; and

WHEREAS, the City Council of Charleston, by virtue of Ordinance No. 1992-_____, ratified on _____, has agreed to amend the Covenants hereinafter set forth; and

WHEREAS, the record owners of the properties subject to the amendment have agreed to the same, by virtue of their signatures herein;

NOW, THEREFORE, in consideration of the foregoing, the Restrictive Covenants as recorded in Book D121, at Page 202, in the R.M.C. Office for Charleston County are amended as follows:

1. Approximately 17.48 acres identified as part of Tax Map Parcel 354-04-00-044 as shown in Exhibit B, shall be rezoned to DR-12 (Diverse Residential); and
2. Paragraph 6, A of the Restrictive Covenants recorded in Book D121, at Page 202, is hereby amended by deleting the wording "fifty (50) feet wide along the southern right-of-way of Dogwood Road", and substituting in its place and stead "fifteen (15) feet wide along the southern right-of-way of Dogwood Road"; and by deleting the wording

"and one hundred (100) feet wide along the western property lines adjacent to Forest Lakes Subdivision."

3. Paragraph 6, B of the Restrictive Covenants recorded in Book D121, at Page 202, is hereby amended by deleting the wording "natural buffer fifty (50) feet wide on both sides of the collector street", and substituting in its place and stead "natural buffer thirty-five (35) feet on both sides of the collector street."
4. Except as amended herein, all other provisions, terms and conditions of the Restrictive Covenants as set forth in Book D121, at Page 202, and any other amendments thereto, shall, and do, remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of this _____ day of _____, 1992.

BY: The John Disher Company

BY:

ITS:

EXHIBIT A

LEGAL DESCRIPTION

ALL those lots, pieces or parcels of land known and designated as Lots 31, 32, 34, 35, 36 and 37, totaling 37.78 acres on a plat by Randle C. Olson dated April 1978, titled Plat of Lots 31, 32, 35, 36, 37 and A Portion of Lot No. 34 Pierpont on the Ashley, Subdivision, St. Andrews Parish, Charleston Co., SC., and recorded in Plat Book AM, Page 25; and the tract shown as 41.34 acres on a plat by J. O'Hear Sanders, Jr. dated Dec. 28, 1951 titled A Portion of Pierpont Subdivision owned by Lurena Hiers, and recorded in Plat Book H, Page 111, in the RMC Office for Charleston County, reference to which is carved for a more complete and full description.

The next item, Ms. Fortenberry explained was a proposed amendment to the Zoning Ordinance. Currently, she said, the Zoning Ordinance requires a time limit of six months on any Board of Adjustment variances that are given approval. This has proved to be a very unrealistic time frame for persons to come in, go through the entire approval process, go through all of the boards, and get their building plans approved. She stated many times this could not get done in six months especially with a lot of complex projects and many persons have to go back to the Board of Adjustment just for re-approvals. The planning staff for that reason recommended the time limit be changed to twelve months.

Councilmember Ader asked if the proposed amendment would automatically extend the time frame for variances that have been granted under the six-months rule.

Ms. Fortenberry replied that currently approved projects will have twelve months from their last approval.

Councilmember Ader asked if that meant that a trailer which is by the Northbridge will be able to sit there for six more months.

Ms. Fortenberry replied that is a different situation. The trailer was given approval as a temporary situation and did not fall under the proposed ordinance.

There were no other questions asked by the Councilmembers on this proposed zoning ordinance amendment. No questions were asked by the citizens. The Mayor declared this portion of the public hearing concluded.

The following bill received first reading:

A BILL

AMENDING SECTION 54-83. TIME LIMITATIONS ON PERMITS AUTHORIZED BY THE BOARD OF ADJUSTMENT OF THE ZONING ORDINANCE OF THE CITY OF CHARLESTON TO CHANGE THE TIME LIMITATION FROM SIX MONTHS TO ONE YEAR.

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

Section 1. Section 54-83 is hereby amended by deleting the wording "six months" and substituting in its place and stead the wording "one year".

Section 2. This ordinance shall become effective upon ratification.

The next item on the public hearing agenda involved a proposed amendment to Section 54-36 of the zoning ordinance so as to add set-back requirements to the DR-6, DR-9 and DR-12 Zoning Districts in the Height and Area Regulations.

Ms. Fortenberry asked that this matter be continued to City Council's next meeting in August. She explained that currently the Zoning Districts do not have setback requirements and the staff has found the proposed setbacks may present some problems to several developers who have projects under way. She said the staff would meet with those developers to see if there is a need to change what has been recommended.

Councilmember Ader moved that this item on the public hearing be continued until City Council's next meeting in August. Councilmember Thomas seconded the motion. The motion carried.

The Mayor then declared the public hearing concluded.

Next, on motion of Councilmember Jefferson, the minutes of City Council June 9 and 30, 1992 meetings were approved.

The Citizen Participation Period followed. The following citizens addressed City Council:

- 1.) Russell L. Buskirk, who resides in Dunmovin Subdivision, stated he was pleased the Johns Island Park was under construction. He was concerned, however, that some changes had been made to the plans without first being presented to the residents of the area for input. He stated the center of the park was supposed to have been a wooded area with a recreation center and a pool. However, all the trees were gone and there is a football field where the wooded area once was. He compared the removal of the trees to what is being done in the rain forest in Brazil. He felt there had been "some beautiful timber" in the Johns Island Park site which could have been used in the park and used to build the shelter, the benches or in some other way.

Another concern he had was that the road in the park has been changed to run 25 feet of the property lines of the persons who live in Dunmovin. He did not feel he was represented in the meeting when this change was approved. Also, he said, there is a sewer easement along

the mentioned property line and the zoning ordinance requires a 25-foot buffer. He saw a conflict between the utility easement and the buffer.

He said he knew he could not ask the City to change the plan at this point. He asked, however, his concerns and the concerns of others in this area be considered and that whoever is in control let the people know what is going on. He said he had a petition signed by 27 other persons in his neighborhood who felt the same way he felt.

The Mayor assured Mr. Buskirk that the City would take his comments into consideration.

- 2.) Mrs. Queen Ester Jenkins, President of the Dunmovin and Island Estates Neighborhood Association and a resident of Island Estates Subdivision, who said the City staff had informed her of the changes in the Johns Island Park's plans. Although she had never questioned it, she had often wondered why the road was designed to go down the middle of the property. She said a consultant was called in to review the plans and recommended the road be relocated to one side of the property. She pointed out that where ever the road was relocated to it would be behind residences. She approved of the new location of the street and said there were many persons who agreed with her.

Mrs. Jenkins added that a meeting was being held at her home the following evening with Mr. Buskirk and others on his committee as well as City staff persons to discuss this matter.

- 3.) R. M. "Sonny" Hanckel, a member of the Johns Island Planning Committee, who said he was pleased the City was getting the Johns Island Park started. He said his committee was concerned, however, that the City presented the plans one way and then changed them without alerting his committee of the changes even though they had asked to be informed of any changes. He pointed out there are some property owners whose properties are adjacent to the park who have concerns about some aspects of the plan. Mr. Hanckel concluded his remarks by asking the Mayor to have the proper people work with the citizens to satisfy their concerns.
- 4.) Ms. Shelley Clark-Glidewell, President of the Hampton Park Terrace Neighborhood Association, who explained she and members of the Association were present for two reasons, namely, (a) to show support for the presentation Councilmember Washington would be making later in the meeting on the proposed pedestrian lane at Hampton Park; and, (b) to express the neighborhood's concerns about certain issues involving the City's plans for a new baseball stadium adjacent to Brittlebank Park.

Concerning the Hampton Park Recreational Lane issue, Ms. Clark said a petition was circulated in the neighborhood to find out how many persons were interested in the recreational lane. She had a petition with the names of 375 residents who were in favor of the lane. She thanked Councilmember Washington for helping the residents get this project this far and for getting all the necessary City officials together to "pull this off".

Concerning the proposed new baseball stadium, Ms. Clark noted her neighborhood is adjacent to Brittlebank Park and said the proposed stadium concerned her neighbors very much. She expressed confidence that the City will form a committee to talk with the residents of her neighborhood and to discuss the issues of the park. The residents are very concerned about traffic going through their neighborhood, as well as parking and noise generated by persons going to the stadium, she said. Also, the residents were very much concerned, she said, about the events and uses not specifically related to baseball that will be allowed to take place at the stadium. She pointed out The Citadel's stadium is in her neighborhood and said that during the football season sometimes attendees at the games take over the neighborhood. The residents

of her neighborhood wanted to know how the City proposed to solve their concerns if the new stadium is to be constructed. She expressed the neighborhood's desire to be involved in or, at least, to be informed about the design of the proposed new stadium. She concluded her remarks by asking that her Neighborhood Association be furnished more information about this project.

Councilmember Washington said he understood there was already in place a review committee for the proposed new stadium and asked that the Hampton Terrace and Wagener Terrace neighborhood association representatives be included on the committee. The Mayor agreed with Councilmember Washington's request.

Councilmember Scott asked that the Westside Neighborhood Council also have representation on the committee. The Mayor agreed that the residents of this neighborhood also should have representatives on the review committee for the proposed new stadium.

The Mayor asked that the persons concerned over the Johns Island Park rise to be counted. Three persons rose.

The Mayor then asked that persons at this meeting from Hampton Park Terrace who were in favor of a recreational lane around Hampton Park, to rise. Approximately fifteen persons rose.

- 5.) Mrs. Miriam Bacot who congratulated the Mayor for his fine speech at the recent Democratic National Convention which was held in New York City and which was televised.

Mrs. Bacot directed attention to her concern over the number of rapes that are going on in this area and said she had discussed her concern with Police Chief Reuben M. Greenberg and proposed a comprehensive volunteer plan which she felt was needed. She added that if implemented, her plan would not cost the City any money. She believed Charleston has an intrinsic reservoir of highly skilled and motivated individuals who she felt sure would be happy to volunteer their services for the particular committee she was proposing.

Mrs. Bacot felt a committee was needed in this area to work with the rape victim from the time of the alleged rape to the time when the rape victim feels comfortable. She felt volunteers could be trained to work with rape victims and if her plan was implemented, it will be the first plan of this kind across the country. She told City Council that a random survey of many cities was made by herself and a task force of fourteen other individuals and revealed there is not a city with a similar plan as the one she was proposing. She said she was in the process of writing up the plan and would be getting back with City Council.

- 6.) Gil Shuler of Gil Shuler Graphics Design who asked questions concerning an item on the Ways and Means Committee agenda, namely, the awarding of a contract to Rawle-Murdy Associates for the South Carolina Aquarium Advertising. He asked if the contract was put out for bids for local agencies and businesses to bid on.

The Mayor explained the City's procurement policy allows the City to select services based on any number of factors -- experience, proven record of work with the City, ability and so forth. The subject contract was not put out for bid but that is within the normal City procurement process, the Mayor said.

Mr. Shuler complained that local business people who would like to place a bid on City contracts did not have a chance to submit a bid although they might have as much experience and capability. He asked if there was a money limit at which the City was allowed just to assign a contract or a limit at which the City had to put a contract out for bid.

The Mayor replied "not for services contracts". He explained that Mr. Rawle has done a considerable amount of work for the City -- all very excellent. He continued by saying that Mr. Rawle has worked on the aquarium since its inception in various ways and has donated a substantial amount of time on the aquarium for no compensation from the City. His knowledge and understanding of the aquarium is deep, the Mayor said, and his relationship and working experience with it is tremendous. His experience working with the designers and staff since before the first referendum was such that to put the work out on some kind of competitive basis would not have been reasonable.

He compared the City's and Mr. Rawle's relationship by using as an example a heart patient who has a competent cardiologist familiar with the patient's condition and the patient needs an operation. "You are not going out for bids again, you are going to use the same cardiologist you have been using." In this instance, he said, Mr. Rawle is the very talented creative person who has been working on this project. To get rid of him at this juncture would not be in the aquarium's or the City's best interest.

Mr. Shuler asked if before the aquarium was assigned to Mr. Rawle, had he had previous experience doing advertisement and communication work with other aquariums.

The Mayor pointed out the purpose of the Citizen Participation Period and then offered to meet with Mr. Shuler on this matter.

He then answered Mr. Shuler's question by saying that when the City started working over ten years ago, the answer was "No". Mr. Rawle's beginning work was all volunteer to gain experience. He received no compensation for the work he did for a number of years. On his own time and on his own "nickel", the Mayor added, as a donation to the City, Mr. Rawle went to other aquariums. The Mayor pointed out when he started working on the aquarium, he had no experience working on any other aquarium either. It was all earned. He ended his remarks by stating confidently that Mr. Rawle is very competent and very capable. He felt this project and this City is very fortunate to have the benefit of Mr. Rawle's services.

Mr. Shuler agreed the aquarium is a great project and said he was glad the City was going to have it, but as a local businessman, he, and he felt other local business men felt the same, would like to bid and compete as openly as possible.

The Mayor explained briefly the City's procurement policy and assured Mr. Shuler the City is very open and has long lists of bids and purchases. He again used his cardiologist example saying that "here we have got somebody who understands the organ -- in this instance it is a facility -- and for the City to change doctors at this juncture would not have been in the City's best interest. It would not have been a wise decision." He added he did not believe any government or any private business would have changed at this juncture.

- 7.) Richard Donovan, who asked City Council to consider hiring more police officers for the downtown area so it will be safer particularly at night. Mr. Donovan spoke briefly on his belief that to get rid of crime requires total citizen involvement and not relying solely on the police officers to do so.
- 8.) Owen Meislin, representing the Wagener Terrace Neighborhood Association, who spoke on the Association's position on College Park and baseball. He expressed thanks to the City for sending the Mayor's Administrative Assistant, Lewis Hudgins, to address the Association at a recent meeting and he thanked Councilmember Washington for keeping the Association informed of actions being considered by the City.

Mr. Meislin stated the Association is for keeping minor league baseball (the Rainbows) at College Park. It is against moving minor league baseball away to a new \$6 million stadium on

the Ashley River adjacent to Brittlebank Park. The Associations' reasons for taking this position, he said, were:

- (a) Baseball is a wholesome recreational sporting event. It now resides in the midst of the Association's fine old neighborhood.
- (b) People come from all over the tri-county area to "catch" a game and to see this quiet neighborhood and a part of the peninsula that they less often hear about.
- (c) The Association likes the neighborhood quality of the park. It recognizes the fact that improvements need to be made to the restrooms and the bleachers are hard; however, it feels confident improvements can be made to upgrade the facility for less than \$6 million.
- (d) On the parking issue, the Association felt persons attending games could park in front of the residences in the neighborhood and the City could fairly easily utilize some of the nearby shopping center parking lots for games.

The point he wanted to make, Mr. Meislin said, was that it is an intimate, flavorful old park and it should be preserved. He asked "Can't the mellow quality of the sport be preserved over the modern antiseptic but impersonal megabuck trend of today's sporting stadiums."

- (e) The Association is concerned as to what will happen to College Park if a new stadium is built and minor baseball leaves. The new arrangement depends on a deal "being struck" between the City and The Citadel, he said. He continued by saying The Citadel owns the land near Brittlebank Park that is being eyed for the proposed move. Among the twelve points in the agreement that leases The Citadel's eight acres to the City are the following:

The Citadel purchases College Park for \$250,000.

The Citadel has power to control who plays in the new stadium and what activities go on there.

The City will develop a nine-acre site providing nine hundred parking spaces. The Association believes the area targeted for this may involve wetlands.

The Citadel will get the City's rights to purchase or release such nearby properties as the South Carolina National Guard Armory's acreage and Stoney Field as they become available in the future.

Some questions asked by the Association were: has an effort been made to estimate the cost of upgrading College Park; has there even been a single appraisal of College Park; what about the bidding process; should The Citadel control who plays at a City sporting facility; are wetlands to be lost; is The Citadel getting rights to expansion by this deal that may cost the City dearly in years to come.

The Association did not object to The Citadel growing and prospering. It agreed The Citadel is vital not only to Wagener Terrace but to this City and the State of South Carolina.

The Association asked, however, "but how much can the City afford?" The Association felt the City must act responsibly in its dealings and further, Mr. Meislin noted, the land targeted is filled land (garbage fill) and asked if there are risks of methane gas and what structural challenges and risks will be faced by building the proposed stadium on filled land.

Mr. Meislin ended his remarks by expressing the Association's belief that moving minor league baseball from College Park, its nearly one hundred year location, is a negative for an

important resurging peninsula neighborhood and "a gamble at best." The Wagener Terrace Neighborhood Association, he said, voted to urge the City to keep baseball where it is and it would like to get some help in improving the existing facility to make it the best facility possible.

The Mayor thanked Mr. Meislin for his presentation and expressed a willingness to meet with him and a representative group. He added that he knew the above statement was not the unanimous feeling of Wagener Terrace. He felt probably on any given night one could get a vote the other way.

Mr. Meislin stated there had been two votes and both were unanimous. In response to a question asked by the Mayor, Mr. Meislin stated the last vote was unanimous. He was told the first vote was unanimous also. Mr. Hudgins recalled that the first vote was more like 6 to 4.

The Mayor repeated his willingness to address all of the points Mr. Meislin mentioned with the Wagener Terrace residents. He proceeded by explaining that under the new requirements of minor league baseball, basically a new facility would have to be built at College Park. Some of the areas affected by the new requirements which he mentioned were: the elbow room, the concession area, handicap accessibility and the press box.

He explained the City studied putting a facility at College Park, however, the elbow room does not exist there and even if it could be made to exist, the City still would basically have to put a new facility there. He added that while he and many others knew where to park when attending a game at College Park, it was not easy for some persons to find a place. He added that his office receives many complaints about blocked driveways.

He assured Mr. Meislin the City thought through all of the issues mentioned and felt he could convince the neighborhood that the new facility somewhere else was the only option to keep minor league baseball in Charleston. Otherwise, the Mayor added, the City would run the risk of losing baseball to some other part of the trident area.

Mr. Meislin asked if the City had studied the feasibility of the cost of changing College Park into an acceptable minor league park. The Mayor replied affirmatively. He said the configuration was studied and the best way "to do it", would be to make it as it was before 1942 and put home plate where it faces the intersection of Cleveland and Mary Murray Drive where it used to be. To do that would mean that many of the trees at that intersection would have to be cut down. He offered to go over the plans with the Association's members.

Briefly, the Mayor explained how it came about that major league baseball extracted from minor league baseball a new very stringent set of requirements cut down for minor league ball fields. He added that these requirements are very expensive and very precise and there is no way that College Park could meet the requirements without being rebuilt brand new.

He added that he has the same nostalgia about College Park the residents have and it was a very difficult decision for him to make. In addition, he believed that new baseball facilities do not have to be antiseptic; they can be intimate and very beautiful. He elaborated briefly on his belief that with the amenity of sitting in the stands at the new site and looking out over the Ashley River in terms of peace, beauty and relaxation, this could be one of the greatest baseball locations anywhere.

Councilmember Washington stated he is a member of Wagener Terrace. He believed another major concern of the residents is whether the City is giving too much to The Citadel in order to build the proposed ball stadium.

The Mayor pointed out that in terms of dredging, having the use of The Citadel's spoil site was a very valuable amenity -- it could mean "a couple of million dollars" for the City to be

able to use that spoil site. He explained that what the City has is a skeletal agreement. Under the agreement it will be The Citadel's responsibility to maintain College Park and this is valuable to the City. He pointed out it costs the City money to maintain College Park as a ball park every year. He expressed his belief the proposed transaction is good and equitable.

No one else indicated a desire to address City Council. The Mayor declared the Citizen Participation Period concluded.

On motion of Councilmember Ader a recess was declared to allow the Committee on Ways and Means to reconvene.

Upon reconvening, City Council received the following memorandum:

MEMORANDUM

TO: Mayor Joseph P. Riley, Jr. and City Council

FROM: Yvonne Evans

SUBJECT: Proposed Rezoning at Wentworth and Coming Streets
(SEE ATTACHED MAP) (Note: Map is attached to original Memorandum)

DATE: July 14, 1992

I have become concerned about potential development on the south west corner of Wentworth and Coming Streets. In reviewing the zoning with planning department staff, it has come to my attention that this area is zoned commercially. This commercial zoning is inappropriate based on the recommendations of the Charleston 2000 Plan. I therefore request that City Council refer this matter to the Planning and Zoning Commission for consideration of rezoning to residential.

On motion of Councilmember Ader, Councilmember Evans' above-stated request was referred to the City Planning and Zoning Commission.

Acting on Councilmember Evans' request, on motion of Councilmember Scott, City Council referred to the City Planning and Zoning Commission "The College Impact Zone Study", a study undertaken and adopted by the Downtown Neighborhood Coalition.

The following memorandum dated June 12, 1992 from Chief Reuben M. Greenberg, Charleston Police Department, was received:

MEMORANDUM

To: Mayor Joseph P. Riley, Jr.
City Council Members

From: Chief of Police

Date: 12 June 1992

Subject: Concurrent Shared Jurisdiction on Portions of the Mark Clark (US 526) Expressway

As required by State Statute, Section 23-1-215, I am writing to inform you that the Charleston Police Department has signed an Agreement with the Berkeley County Sheriff's Department, The Town of Mount Pleasant Police Department, and The City of North Charleston Police Department for the concurrent and shared jurisdiction of the preceding agencies over that portion of the Mark Clark Expressway beginning with the eastern end of Virginia Avenue in

North Charleston and traveling over the waters of the Cooper River and the land known as Daniel Island and ending with the western end of the Old Georgetown Highway in Mount Pleasant, South Carolina (Highway 17).

The purpose of this agreement is to expedite the investigation, removal and rapid response to any motor vehicle accident or violation of the motor vehicle laws or other violations of State Law that may occur from time-to-time. Any of the aforementioned law enforcement agencies may enforce the State Law on this property and/or assist the agency having original jurisdiction in the enforcement of city ordinances. Any violation of the law in this area will be presented and handled in the Municipal or Magistrate's Court of the entity having geographical jurisdiction, regardless of which law enforcement agency actually acted to enforce the law.

We are asking the Mayor and Council to ratify this Agreement (attached) which will serve to promote the interests and serve the citizens of the signatory agencies.

STATE OF SOUTH CAROLINA)

)

COUNTY OF CHARLESTON)

CONCURRENT
JURISDICTION
AGREEMENT

)

COUNTY OF BERKELEY)

WHEREAS, the General Assembly of the State of South Carolina has enacted into law, Section 23-1-215 of the Code of Laws of South Carolina, 1976, as amended, which provides the basis for the below agreement.

NOW, THEREFORE, BE IT AGREED that on this date, the 9th day of June, 1992, the undersigned entities do hereby declare the enactment of a Concurrent Jurisdiction Agreement.

Effective today it is agreed by and between the Berkeley County Sheriff's Department, City of Charleston Police Department, City of North Charleston Police Department and the Town of Mount Pleasant Police Department and the governing bodies of said agencies that the officers of said agencies shall exercise concurrent jurisdiction within the below - described geographical boundaries for the enforcement of all South Carolina motor vehicle laws contained within Title 56 of the Code of Laws of South Carolina, 1976, as amended, and all applicable City and Town ordinances:

The entire length of that portion of the Mark Clark Expressway which connects the City of North Charleston with the Town of Mount Pleasant. Specifically, beginning with the eastern end of Virginia Avenue in North Charleston and traveling over the waters of the Cooper River and the land known as Daniel Island and ending with the western end of the Old Georgetown Highway in Mount Pleasant.

While this Agreement is for the purpose of motor vehicle safety enforcement it also extends jurisdiction to other violations of State Law that may, from time to time, arise.

This Agreement shall not affect or reduce the compensation, pension or retirement rights of any officer and all officers shall continue to be paid by the entity where they are permanently employed.

Any arrests and all other enforcement actions remain within the jurisdiction of the court where they would be properly brought in the absence of this Agreement.

This Agreement shall become effective when signed, and shall terminate upon the written notification of any party.

HEREBY AGREED THIS 9TH DAY OF JUNE, 1992

Berkeley County

BY: Ray Isgett
Sheriff

The City of Charleston

BY: Reuben M. Greenberg
Chief of Police

The City of North Charleston

BY: Michael Whatley
Chief of Police

The Town of Mount Pleasant

BY: Thomas J. Sexton
Chief of Police

ATTACHED ARE COPIES OF WRITTEN NOTIFICATION TO EACH GOVERNING BODY WITHIN 72 HOURS OF EXECUTION AS REQUIRED BY SECTION 23-1-215(E), CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED.

On motion of Councilmember Ader, seconded by Councilmember Jefferson, City Council voted in favor of ratifying the above agreement.

The following memorandum dated July 16, 1992 from the Mayor to City Council regarding the creation of a Department of Housing and Economic Development was received:

MEMORANDUM

TO: City Council

FROM: Mayor Joseph P. Riley, Jr.

DATE: July 16, 1992

Any good organization, government or business enterprise, should continually look to find ways through reorganization to become more productive and efficient. I have become convinced that the City should reorganize its housing, central business district and economic development activities.

Currently, housing and housing rehabilitation are largely administered through the Community Development Division of the Department of Housing and Urban Development. Our economic development and revitalization activities are largely administered by the Office of Downtown Revitalization. I must add that they are doing an excellent job.

These activities, housing and economic development, have much in common and, I believe, would benefit by operating within a merged department. A consolidated department would help us provide an enhanced program of minority business development. Whether helping to produce a restored business on King Street or turn a vacant and dilapidated structure into affordable housing, issues of financing, leveraging, economic feasibility, involving the private sector, governmental subsidies and more are common to both areas. In my study of many cities, I have found these functions are often combined and this seems to be the most efficient way to operate.

I would like your authority to proceed with the reorganization of these functions into one department entitled the Department of Housing and Economic Development. This will require a new department head. My goal will be through the eventual reorganization of these activities to save enough money to pay for this new position or at least significantly contribute to the cost.

It is unlikely that this position will be filled immediately and thus the impact on the 1992 Budget should be minimal.

Additionally, the goal we have set for 1600 units of affordable housing in the next four years will require a massive effort at housing production, not just by city programs, but by the many non-profit organizations working in housing, private lenders, the real estate and construction industries. Coordination of this effort will be a formidable task. At the suggestion of the private-sector participants, to get production moving, we are proposing to retain a consultant to direct the activities of the Housing Production Task Force, to develop new sources of funding, and to insure that our challenging goals are met. I propose to hire Jim Budds, who has been working with the Mayor's Council on Homelessness, for the sum of \$30,000 for 12 months, to direct the activities of the Housing Production Task Force.

Funds for both of these requests are available from the Community Development Block Grant Program.

Councilmember Shirley moved to go into executive session to discuss a personnel matter. Councilmember Thomas seconded the motion. The motion carried.

Upon coming out of executive session, the Mayor stated that while in executive session City Council discussed a personnel matter and that no action was to be taken on the matter discussed in executive session.

On motion of Councilmember Ader, seconded by Councilmember Scott, City Council voted to approve the authority requested by the Mayor in his above-printed memorandum dated July 16, 1992.

The Mayor informed City Council of his wish to add at the end of the agenda the matter of the proposed joint venture between the City and the School Board. No objection was expressed to his doing so.

Next on the agenda were thirteen (13) annexation petitions and three (3) annexation petitions on the addendum to the agenda. During the consideration of these annexation petitions, Councilmember Thomas noted that the annexation of 2046, 2050, 2054, 2067 Bayhill Drive and 2002, 2003, 2006, 2007, 2010, 2011, 2014, 2015 Manderley Court was not being petitioned by 100% of the freeholders owning 100% of the assessed valuation of the real property described in the annexation petition.

Ernest Andrade, the City's Annexation Coordinator, explained that only the owner of one lot on Manderley Court did not want to come into the City. The owners of all the other properties signed the petition.

Councilmember Thomas asked why the City was annexing the property belonging to the property owner who did not want to join the City. Mr. Andrade explained the ownership of the property in question was to be transferred and that because of the lot's location on Manderley Court, it would not make sense to leave it outside of the City. He explained that from the standpoint of providing city services to Manderley Court, it would make more sense for the lot to be in the city.

Councilmember Thomas stated he does not like the idea of forcing annexation on anyone at this time. Mr. Andrade noted that it is not unusual for the City to annex under the 75% method of annexation and pointed out that at City Council's last meeting two properties in Moreland were annexed to the City without signatures. He stated if City Council directed him not to bring in annexation petitions other than those signed by the property owners, he would comply with the directive.

Councilmember Thomas stated he would like many properties on James Island to come into the City. He, however, had reservations about the City annexing properties under the 75% method.

While on the topic of annexation, Corporation Counsel William B. Regan stated that in the last year five (5) lawsuits were brought against the City to set aside five (5) annexations in the St. Andrews Public Service District. He informed City Council that within the last two weeks three (3) of the lawsuits were dropped and Assistant Corporation Counsel Frances I. Cantwell won the remaining two (2) today.

In response to a question asked by Councilmember Ader, the Mayor stated that petitions have been filed in the Secretary of State's office by property owners on James Island who want to form a city. The City of Charleston's legal staff has obtained and is studying the maps and other instruments, and think the effort is faulty because of the following:

First, it is illegal. The Federal Court has said when you have a procedure that requires it to be instigated by freeholders to have an election, that is a denial of equal protection of the law and they have thrown out that method of calling for an election.

Secondly, the Mayor continued, several areas of James Island mentioned in the petition are not contiguous to each other. A number of those areas are where the intervening land that is in the City of Charleston, is water or marsh. But it is in the City of Charleston, he emphasized. Their position, the Mayor explained, is that water or marsh does not break contiguity and it doesn't -- except when it is in another jurisdiction. When it is in another jurisdiction, he said, then clearly it breaks contiguity and because of that the City's legal staff believes the petition will be thrown out.

Corporation Counsel Regan agreed with the Mayor's explanation and elaborated on the points the Mayor mentioned.

The Mayor then proceeded to say that many years ago when the City annexed the Ellis property he explained to Dr. Ellis the importance of this annexation. He explained to him that this annexation would connect with the property of J. Arthur Brown, take the creek out to the Stono, and would cut a path through James Island that would make it no longer possible under the statutes for a city to be formed on James Island. Dr. Ellis expressed his support for what the City was doing, the Mayor said, and felt it would be bad for the community to have a separate city on James Island.

The City's action at that time, which included water and marsh, was an intentional act, the Mayor said. He believed the water and marsh are clearly in the City of Charleston.

On motion of Councilmember Jefferson, seconded by Councilmember Evans, City Council voted to accept the sixteen annexation petitions and give first reading to the bills to annex the subject properties. Councilmember Thomas voted "Nay".

The annexation petitions pertained to the following properties and were signed by the following:

- 1.) 3071 Murraywood Road (approximately 0.53 acres) (TMS# 312-00-00-014) and all adjacent public rights-of-way on Johns Island, signed by Elizabeth B. Choice for Abraham Choice.
- 2.) 2046, 2050, 2054, 2067 Bayhill Drive and 2002, 2003, 2006, 2007, 2010, 2011, 2014, 2015 Manderley Court (approximately 3.84 acres) (TMS# 358-10-00-020, 024, 025, 026, 036, 037, 038, 039, 040, 041, 042 and 043) and all adjacent public rights-of-way in St. Andrews Parish, signed by Bradley R. Nettles, Marijo P. Nettles, Jackson H. Daniel, Jr., Patricia B. Daniel, Charles W. Kisabeth, Anne D. Kisabeth, David H. Dieter, Mary Ann Y. Dieter, Harry Ezell, Jr., Jessie W. Ezell, A. June Houston, Brooks Jonathan Dill, Virginia Underwood Dill, Orville E. Coffman, Mary E. Coffman, Thomas L. Allen, Pamela S. Allen, Jenny D. Mishkin, David J. Mishkin.
- 3.) 576 Savannah Highway (approximately .3 acre) (TMS# 421-03-00-176 and 177) and all adjacent public rights-of-way in St. Andrews Parish, signed by Jessie T. Richardson.
- 4.) 775 St. Andrews Boulevard (approximately .5 acre) (TMS# 418-10-00-081) and all adjacent public rights-of-way in St. Andrews Parish, signed by T. E. Pedersen.
- 5.) 10, 12 and 14 Hunters Forest Drive (approximately 1.2 acres) (TMS# 358-11-00-013, 014, 015) and all adjacent public rights-of-way in St. Andrews Parish, signed by William H. Strasburg, Earl B. Higgins, LaValle C. Higgins, Alvis Craig Murphy, Virginia T. Murphy.
- 6.) 1721 Sam Rittenberg Boulevard (approximately .72 acre) (TMS# 351-11-00-118) and all adjacent public rights-of-way in St. Andrews Parish, signed by Paul E. Magnuson, General Partner, and Gary J. DiVall, General Partner, for Divall Insured Income Properties 2 Ltd Partnership.
- 7.) 803 Sheldon Road, (approximately .3 acre) (TMS# 421-03-00-097) and all adjacent public rights-of-way in St. Andrews Parish, signed by Harry W. Feller and Mary F. Feller.
- 8.) 849 Sheldon Road (approximately .3 acre) (TMS# 421-03-00-079) and all adjacent public rights-of-way in St. Andrews Parish, signed by Ralph E. Hoisington.
- 9.) 1938 and 1940 Sam Rittenberg Boulevard (approximately 1.9 acres) (TMS# 351-10-00-069) and all adjacent public rights-of-way in St. Andrews Parish, signed by Arthur E. Hull.
- 10.) 1004 Rochell Avenue (approximately 3.8 acres) (TMS# 351-14-00-026, 028 and 068) and all adjacent public rights-of-way in St. Andrews Parish, signed by Edmund A. Hull, Jr., Amy Suzanne Hull, Arthur E. Hull, Arthur Hull.
- 11.) 1714 Ashley Hall Road (approximately .3 acre) (TMS# 352-13-00-119) and all adjacent public rights-of-way in St. Andrews Parish, signed by Jacqueline C. Rooke.

- 12.) 402 East Shore Lane (approximately .25 acre) (TMS# 350-09-00-127) and all adjacent public rights-of-way in St. Andrews Parish, signed by Huey E. Connolly and Helen P. Connolly.
- 13.) 449, 455 and 461 Fleming Road (approximately 2.8 acres) (TMS# 343-07-00-056, 066, 190 and 191) and all adjacent public rights-of-way on James Island, signed by James R. Maul (owner) and James R. Maul (President, F and R Enterprises).
- 14.) 333 and 339 Fleming Road (approximately 1.8 acres) (TMS# 343-07-00-061, 103, 106 to 112 & 121 to 135) and all adjacent public rights-of-way on James Island, signed by Fred Wichmann for Wichmann Corp.
- 15.) 32, 34 and 36 Hunters Forest Drive (approximately .9 acre) (TMS# 358-07-00-082, 083 and 084) and all adjacent public rights-of-way in St. Andrews Parish, signed by Patricia Ann Paulsen, Robert Edward Greenalch, Sandra W. Greenalch, H. Pratt Shaw, Sr. and Frances R. Shaw.
- 16.) 39 and 40 Hunters Forest Drive (approximately .6 acre) (TMS# 358-07-00-049 and 085) and all adjacent public rights-of-way in St. Andrews Parish, signed by William E. Bisette, Jr., Anne M. Bisette, Samuel F. Gingrich and Valerie J. Gingrich.

The following sixteen (16) bills received first reading:

A BILL

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 3071 MURRAYWOOD ROAD (.53 ACRES) (TMS# 312-00-00-014), JOHNS ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 11.

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

Section 1. Findings of Fact

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

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

Section 2.

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

SAID PROPERTY to be annexed, 3071 Murraywood Road (.53 acres), Johns Island, Charleston County, is identified by the Assessor's Office as TMS# 312-00-00-014 (see

attached map) and all adjacent public rights-of-way. (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

A BILL

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2046, 2050, 2054, 2067 BAYHILL DRIVE; 2002, 2003, 2006, 2007, 2010, 2011, 2014, 2015 MANDERLEY COURT, ST. ANDREWS PARISH, IN CHARLESTON COUNTY (TMS# 358-10-00-020, 024 - 026, 036 - 043) TO THE CITY OF CHARLESTON AND MAKE IT A 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 seventy-five (75%) per cent of the freeholders owning more than seventy-five (75%) per cent of the assessed valuation of real property 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 seventy-five (75%) per cent of the freeholders owning more than seventy-five (75%) per cent of the assessed valuation of real property 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 (2046, 2050, 2054, 2067 Bayhill Drive; 2002, 2003, 2006, 2007, 2010, 2011, 2014, 2015 Manderley Court, Hickory Hills) is located in Andrews Parish, Charleston County and is identified by the Charleston County Assessor's Office as Tax Map Numbers (TMS# 358-10-00-020, 024 - 026, 036 - 043) and all adjacent rights-of-way (See attached map). (Note: Map is attached to original ordinance.)

Section 3. This Ordinance shall become effective upon ratification.

A BILL

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 576 SAVANNAH HIGHWAY, ST. ANDREWS PARISH, (TMS# 421-03-00-176 AND 177) TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 8.

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

Section 1. Findings of Fact

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

- a) Section 5-3-150, Code of Laws of South Carolina (1996) 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 12 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, (576 Savannah Highway, St. Andrews Parish) is identified by the Charleston County Assessors Office as TMS# 421-03-00-176 and 177 and all adjacent public rights-of-way (See attached map). (Note: Map is attached to original ordinance)

Section 3.

This ordinance shall become effective upon ratification.

A BILL

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 775 ST. ANDREWS BOULEVARD, ST. ANDREWS PARISH, (TMS# 418-10-00-081) 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 (1996) 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, (775 St. Andrews Boulevard, St. Andrews Parish) is identified by Charleston County Assessors Office as TMS# 418-10-00-081, and all adjacent rights-of-way (See attached map). (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

A BILL

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS NUMBERS 10, 12, AND 14 HUNTERS FOREST DRIVE, ST. ANDREWS PARISH (TMS# 358-11-00-013, 014, 015) (1.2 ACRES, MORE OR LESS) 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 (1996) 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, (10, 12, and 14 Hunters Forest Drive, St. Andrews Parish) is identified by Charleston County Assessors Office as TMS# 358-11-00-013, 014, 015 and all adjacent rights-of-way (See attached map). (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

A BILL

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1721 SAM RITTENBERG BOULEVARD, ST. ANDREWS PARISH, (TMS# 351-11-00-118) (.72 ACRE, MORE OR LESS) 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 (1996) 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, (1721 Sam Rittenberg Boulevard, St. Andrews Parish) is identified by the Charleston County Assessors Office as TMS# 351-11-00-118 and all adjacent public rights-of-way (See attached map). (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

A BILL

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 803 SHELDON ROAD, ST. ANDREWS PARISH, (TMS# 421-03-00-097) (.3 ACRE) TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 8.

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

Section 1. Findings of Fact

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

- a) Section 5-3-150, Code of Laws of South Carolina (1996) 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 8 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, (803 Sheldon Road St. Andrews Parish) is identified by the Charleston County Assessors Office as TMS# 421-03-00-097 and all adjacent public rights-of-way (See attached map). (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

A BILL

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 849 SHELDON ROAD, ST. ANDREWS PARISH, (TMS# 421-03-00-079) TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 8.

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

Section 1. Findings of Fact

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

- a) Section 5-3-150, Code of Laws of South Carolina (1996) 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 8 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, (849 Sheldon Road, St. Andrews Parish) is identified by the Charleston County Assessors Office as TMS# 421-03-00-079, and all adjacent rights-of-way (See attached map). (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

A BILL

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1938 AND 1940 SAM RITTENBERG BOULEVARD, ST. ANDREWS PARISH, (TMS# 351-10-00-069) (1.9 ACRES, MORE OR LESS) 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 (1996) 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, (1938 and 1940 Sam Rittenberg Boulevard, St. Andrews Parish) is identified by the Charleston County Assessors Office as TMS# 351-10-00-069, and all adjacent rights-of-way (See attached map). (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

A BILL

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1004 ROCHELL AVENUE, ST. ANDREWS PARISH, (TMS# 351-14-00-026, 028 AND 068) (3.8 ACRES, MORE OR LESS) 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 (1996) 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, (1004 Rochelle Avenue, St. Andrews Parish) is identified by the Charleston County Assessors Office as TMS# 351-14-00-026, 028, and 068, and all adjacent rights-of-way (See attached map). (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

A BILL

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1714 ASHLEY HALL ROAD, ST. ANDREWS PARISH, (TMS# 352-13-00-119) (.3 ACRE, MORE OR LESS) 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 (1996) 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, (1714 Ashley Hall Road, St. Andrews Parish) is identified by the Charleston County Assessors Office as TMS# 352-13-00-119 and all adjacent public rights-of-way (See attached map). (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

A BILL

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 402 EAST SHORE LANE, ST. ANDREWS PARISH, (TMS# 350-09-00-127) (.25 ACRE, MORE OR LESS) TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 11.

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

Section 1. Findings of Fact

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

- a) Section 5-3-150, Code of Laws of South Carolina (1996) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.
- b) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.
- c) The area comprising the said property is contiguous to the City of Charleston.

Section 2.

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

SAID PROPERTY to be annexed, (402 East Shore Lane, St. Andrews Parish) is identified by the Charleston County Assessors Office as TMS# 350-09-00-127 and all adjacent rights-of-way (See attached map). (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

A BILL

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 449, 455 AND 461 FLEMING ROAD, JAMES ISLAND (TMS# 343-07-00-056, 066, 190 AND 191) TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 12.

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 (1996) 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 12 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, (449, 455, 461 Fleming Road, James Island) is identified by the Charleston County Assessors Office as TMS# 343-07-00-056, 066, 190 and 191 and all adjacent public rights-of-way (See attached map). (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

A BILL

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 333 AND 339* FLEMING ROAD, JAMES ISLAND, (TMS# 343-07-00-061, 103, 106-112 AND 121-135) (1.8 ACRES, MORE OR LESS) TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 12.

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 (1996) 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 12 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, (333 and 339* Fleming Road, James Island) is identified by the Charleston County Assessors Office as TMS# 343-07-00-061, 103, 106-112 and 121-135, and all adjacent public rights-of-way (See attached map). (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

*(Note: Bill is incorrect. No. "339" should be deleted from title and Section 2.

A BILL

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 32, 34 AND 36 HUNTERS FOREST DRIVE, ST. ANDREWS PARISH, (TMS# 358-07-00-082, 083, 084) (0.9 ACRE, MORE OR LESS) 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 (1996) 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, (32, 34, 36 Hunters Forest Drive, St. Andrews Parish) is identified by the Charleston County Assessors Office as TMS# 358-07-00-082, 083, 084, and all adjacent public rights-of-way (See attached map). (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

A BILL

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 39 AND 40 HUNTERS FOREST DRIVE, ST. ANDREWS PARISH, (TMS# 358-07-00-049 AND 085) (0.6 ACRE, MORE OR LESS) 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 (1996) 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, (39 and 40 Hunters Forest Drive, St. Andrews Parish) is identified by the Charleston County Assessors Office as TMS# 358-07-00-049 and 085, and all adjacent public rights-of-way (See attached map). (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

Continuing with the addendum, the Mayor noted the next item on the agenda was a request by Councilmember Washington to make a presentation on the proposed Hampton Park recreational lane.

Councilmember Washington began his presentation by saying that an ad hoc committee was formed to study the feasibility of a recreation lane being created around Hampton Park. He showed City Council the plans for the proposed lane which was developed with the assistance of Howard Silverstein (the City's Recreation Department Director), Howard Chapman, (the City's Traffic and Transportation Department Director), as well as some Hampton Park Terrace Neighborhood Association members and himself.

Councilmember Washington explained the proposed plan calls for the Mary Murray Boulevard to be reduced from two lanes to one 12-foot lane for vehicular use and an 8-foot lane on the inside perimeter of the street for recreational use. Skaters and bikers would use the recreational lane. The plan also calls for creation of a bark-chip jogging path inside the park. The existing fitness path would be reserved for walkers.

Other recommendations of the ad hoc committee were that:

- 1) Stop signs be placed at the various entrances into Mary Murray Boulevard to stop traffic from flowing into the outside lane.
- 2) The speed limit around the park on Mary Murray Drive be 25 miles per hour.

Hampton Terrace voted unanimously to approve the ad hoc committee's proposal. The ad hoc committee consisted of presidents of Wagener and Hampton Terrace, Mr. Silverstein, Mr. Steve Livingston (the City's Parks Department Director), Mr. Chapman, Ms. Carolyn Brown (of the Mayor's office and him (Councilmember Washington).

Continuing, Councilmember Washington explained that initially Wagener Terrace voted against the proposed recreational lane, however, at a meeting held the evening prior to this evening's City Council meeting, approximately 73 persons attended a meeting and approved the proposal.

The ad hoc committee recommended the proposed plan be put in place on a six-months trial basis. The ad hoc committee will be kept in place to handle any problems that might arise.

Councilmember Washington believed the proposal was good. He added that Mr. Chapman recommended some markers be placed to separate the recreation lane from the

vehicular lane. The ad hoc committee feels this will add additional use of Hampton Park. He expressed the hope that City Council would vote favorably on this proposal this evening and said the ad hoc committee will continue to "massage this proposal to work out any kinks" that might arise. He will keep in communication with City Council, the Traffic and Transportation Committee and the Recreation Commission.

Councilmember Shirley moved to approve the ad hoc committee's recommendation. Councilmember Ader seconded the motion.

Councilmember Ellington asked if bikers and joggers will be allowed to use the recreation lane after daylight hours. Councilmember Washington replied affirmatively.

Councilmember Ellington expressed concern for the bikers' and joggers' safety. Mr. Silverstein pointed out the bikers should have lights on the front of their bicycles and for their safety both the bikers and joggers should stay very close to their own path.

Councilmember Washington felt the markers separating the vehicular and recreational lanes will give the bikers and joggers some protection.

Mr. Chapman told Councilmember Ellington that his concern for the safety of the bikers and joggers was shared by the members of the ad hoc committee and the City staff. He explained what had been worked out was for the motorists to be separated from the bicyclists and the skaters as they are completely different types of activities. And, he said, that is the reason for the separate path inside the road.

Bicyclists and skaters will be on the inside lane physically separated from the automobiles with approximately two-foot high, two-inch in diameter cylinders, Mr. Chapman continued. This will give the physical separation needed between the automobiles and the skater and the bicyclist. He expressed the ad hoc committee's belief that while the proposed plan is not "fool proof", with the enforcement, the signage, the markings and the park-like atmosphere it was certainly something worth pursuing.

On the issue of signage, Councilmember Ellington suggested when the "Yield" signs are replaced by "Stop" signs, the Police Department be instructed to issue warning tickets at first rather than traffic citations for "Stop" sign violations.

Councilmember Washington said the ad hoc committee had discussed this and felt warning tickets should be issued the first thirty days and thereafter citations.

On the matter of the speed limit sign, Mr. Silverstein explained that currently the "recommended" speed limit around the park is 15 miles per hour. This will be changed to 25 miles per hour. A black and white sign will be installed signifying that is the "enforced" speed rather than the "recommended" speed, which makes a big difference, Mr. Silverstein pointed out.

Mr. Silverstein stated from a recreation standpoint, his department is excited over the proposed plan. He said there is a large number of persons exercising in the park and the proposed plan will provide them with a safe environment in which to exercise.

Corporation Counsel Regan asking what the direction of traffic will be. Mr. Silverstein replied it will be the same as it is now and will be only one way. He explained why the current pattern is better for the recreational lane than "clockwise against traffic."

City Council then voted on Councilmember Shirley's motion to approve the ad hoc committee's recommendation. The motion carried.

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

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

The Committee on Ways and Means recommends that City Council act on the following matter as stated below:

- 1.) SOUTH CAROLINA AQUARIUM - PRESENTATION MODEL: The design of the South Carolina Aquarium is nearing the final stages. This is a critical time in the development of the detailing of this facility including materials, finishes and colors. In order to assist in this detailing, it has been determined that a high quality scale model of the building should be built. Based on the Parks Director's recommendation, the Committee on Ways and Means has approved the construction of a scale model of the building for the South Carolina Aquarium by the project's architects, Eskew Filson, in conjunction with Clark & Menefee for a total cost of \$3,680. This will be billed as an additional service to the contract with Eskew Filson Architects. Funds will come from the South Carolina Aquarium design budget.
- 2.) SOUTH CAROLINA AQUARIUM ADVERTISING - RAWLE-MURDY ASSOCIATES: The Committee on Ways and Means has approved the City's entering into an agreement with Rawle-Murdy Associates for the engagement of its services for marketing, fundraising and artistic consultation in connection with the design and development of the South Carolina Aquarium. The limit of compensation proposed in the contract is \$25,000. The committee recommends that City Council approve the City's entering into this agreement and authorize the Mayor to execute it on the City's behalf. Funds for this project will come from the South Carolina Aquarium budget. Councilmember Evans abstained from voting on this matter because of a possible conflict of interest and submitted a signed conflict of interest statement which is on file in the Clerk of Council's office.
- 3.) SOUTH CAROLINA AQUARIUM - LYONS/ZAREMBA CONTRACT: A temporary holding and isolation facility is necessary for the South Carolina Aquarium. This facility would consist of fish and marine animal tanks and life support systems. In order to begin work on this temporary facility, it is necessary for the project's life support and animal husbandry consultant to visit Charleston to review potential facility locations and define a scope of work for the development of this holding facility. Lyons/Zaremba has recommended that the City treat this as an additional service to their contract. Lyons/Zaremba has proposed a fee of \$2,500 for this additional service and has stated that expenses are estimated to not exceed \$1,500.

Based on the Parks Director's recommendation the Committee on Ways and Means recommends that City Council approve the subject additional services and authorize the Mayor to sign the instruments that are needed in order for these services to be performed.

- 4.) SOUTH CAROLINA AQUARIUM - MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL PARK SERVICE AND THE CITY FOR SOIL TESTING: The Committee on Ways and Means has reviewed and approved a Memorandum of Understanding between the National Park Service and the City of Charleston wherein the City agrees to undertake the final phase of soil testing for the National Park Service as required by the Environmental Protection Agency (EPA) on the Aquarium site. The City plans to engage the services of General Engineering Laboratories to conduct this testing on its behalf, with the testing and report to EPA to be completed by September 30, 1992.

With the construction of the Aquarium scheduled to begin this fall, the City's assistance to the National Park Service is critical due to the fact that the Park Service cannot offer any assurance that it can have the testing completed before construction begins. By undertaking this testing, the City will be in a position to begin construction as scheduled, thereby saving thousands of dollars and avoiding lengthy delays in the process.

The Committee on Ways and Means recommends that City Council approve the subject Memorandum of Understanding and authorize the Mayor to sign it on the City's behalf. Also, the committee recommends that City Council approve General Engineering Laboratories' fee proposal in the sum of \$101,286.05 and authorize the Mayor to execute the necessary instruments for General Engineering Laboratories to conduct the above-mentioned testing work. The funding source for this project is the South Carolina Aquarium budget.

- 5.) JAMES ISLAND RECREATION CENTER - CHANGE ORDER NO. 3 - \$3,453.00: The Committee on Ways and Means has approved Change Order No. 3 covering the design and building the new James Island Recreation Center. The Change Order which is the amount of \$3,453.00 includes a price to upgrade the gauge of the gym wall metal liner panels, in order to minimize the damage from ball impacts, and the cost of adding a sliding glass window at the Canteen serving window, which will improve efficiency. The Parks Department has advised the committee that both of these items are highly desirable. The department has evaluated the prices and found them to be fair and reasonable. Based on the department's recommendation, the Committee on Ways and Means recommends that City Council approve the subject Change Order No. 3 and authorize the Mayor to sign it on the City's behalf.
- 6.) JAMES ISLAND RECREATION CENTER - ASPHALT DRIVE AND ASSOCIATED SITEWORK - \$33,360: The Parks Department received three (3) bids for the subject project. The low bidder was Sanders Brothers Construction Co. which submitted a bid in the amount of \$33,360.00. The contractor was authorized to proceed with this work prior to City Council's July 21st meeting so that the work can be completed in time for the opening ceremony in July. Based on the Parks Department's recommendation, the Committee on Ways and Means recommends that City Council award the contract for asphaltting the drive and other associated sitework at the James Island Recreation Center to the low bidder, Sanders Brothers Construction, and authorize the Mayor to sign the contract with this company for this work on the City's behalf.
- 7.) MARTIN PARK - KIDDIE POOL: The kiddie pool at the Martin Park Swim Center is in urgent need of repair. The necessary work would include concrete deck removal, replacing the underground piping and resurfacing the pool. Atkinson Pool Company has submitted a proposal for repairing and refurbishing this pool. Atkinson proposes to perform this work for \$5,800.00. The Facilities Maintenance Division will perform the demolition in an effort to keep the cost down. On recommendation of the Parks Department, the Committee on Ways and Means recommends that the contract for this work in the amount of \$5,800.00 be awarded to Atkinson Pool Company and that the Mayor be authorized to sign the contract on the City's behalf. Funds for this work are to come from Account No. 729-52A4.
- 8.) BRITTLEBANK PARK PIER CHANGE ORDER NO. 1 - \$38,513.00: Jon Guerry Taylor and Malcolm Brennan, the consultants for this project, have completed designs for the addition of a floating dock and a gazebo on the pier at Brittlebank Park. The City has negotiated the additional cost of these features with the contractor, R. L. Morrison and Son, Inc. The additional cost will be \$38,513.00. After thorough investigations, the Parks Department has determined this is a fair price and has recommended approval of

Change Order No. 1 in the amount of \$38,513.00. Based on the department's recommendation, the Committee on Ways and Means has approved Change Order No. 1 and recommends that City Council do likewise and authorize the Mayor to execute it on the City's behalf. Funding will come from a South Carolina Wildlife and Marine Resources Department grant for \$50,000.00.

- 9.) CITY OF GOOSE CREEK - MAINTENANCE AGREEMENT: The Committee on Ways and Means has approved an agreement between the City of Charleston and the City of Goose Creek for the maintenance of traffic signal equipment at the intersection of U. S. Highway 52 and Brandywine Boulevard. This agreement provides for the City of Charleston personnel to maintain and operate the signal equipment at a cost of \$2,555.00 to Goose Creek for a year. On recommendation of the Traffic and Transportation Department, the Committee on Ways and Means recommends that City Council approve this agreement and authorize the Mayor to sign it on the City's behalf.
- 10.) CAMDEN EXCHANGE PARKING FACILITY PLAZA CONSTRUCTION - CONSTRUCTION CHANGE DIRECTIVE NO. 1: On recommendation of the Traffic and Transportation Department, the Committee on Ways and Means has approved Construction Change Directive No. 1 to Bennett-Hofford Company, Inc.'s contract in connection with the Camden Exchange Parking Facility Plaza. Change Directive No. 1 is for removal of underground obstructions at this site, plus replacement and compaction of sub-grade soil. This work is required due to conditions which were not evident when the work was bid due to asphalt paving on the entire site. However, the possibility of additional work for this purpose was anticipated, and unit costs were included in the contract. Therefore, the charges for this proposed change are in accordance with the contract. Based on the department's recommendation, the Committee on Ways and Means has approved Change Directive No. 1 which is to be for a sum of not to exceed \$25,000.00. Funds are available in account PF-DEF-5413 to cover this expense. The committee recommends that City Council approve Construction Change Directive No. 1 for a sum of not to exceed \$25,000.00 and that the Mayor be authorized to execute this instrument on the City's behalf. Councilmember Smythe abstained from voting on this matter and submitted a signed copy of a statement of possible conflict of interest which is on file in the Clerk's office.
- 11.) CAMDEN EXCHANGE PARKING FACILITY PROPOSAL TO MONITOR UNDERGROUND CONTAMINATION - \$6,794.65: On June 18th during underground construction work in the plaza area at this site, ground water contaminated with oil appeared in a trench that had been dug and left overnight. As a result, after the City Engineer, the contractor, the City's resident engineer, and a DHEC representative consulted on-site on this matter, additional services of S&ME, geotechnical engineers or this project, were requested to clean up the water and contaminated soil that had been removed from the trench, and to present a proposal to meet other DHEC requirements.

Although the contamination does not appear to be extensive at this point in time, DHEC requires the installation of wells to continue monitoring the condition of the soil. The estimated cost for installation, monitoring, and reporting to meet the requirements is \$6,794.65.

Since this work is required to proceed with construction of the project, S&ME has already overseen testing and removal of the contaminants, and the proposed additional services are recommended by the City's engineering consultants, the Department of Traffic and Transportation has recommended approval of S&ME's proposal. Funds to cover this expense are available in account PF-CEF-5413.

Based on the department's recommendation, the Committee on Ways and Means recommends that City Council accept S&ME's proposal to provide additional engineering services for a preliminary Hydrogeological Assessment at the Camden Exchange Parking Facility site and authorize the Mayor to execute on behalf of the City an agreement with this firm for this work.

- 12.) CHARLESTON BUS STOP SHELTERS - CHANGE ORDER - \$5,036.67: The Department of Traffic and Transportation has recommended approval of a proposed change order received from Engineer, Surveying and Planning, Inc., Site Engineers for the Charleston Metro Area Bus Shelter Project. This change order is a request for additional services and charges, including a retainage fee for as-needed construction management services in the amount of \$5,036.67. The additional funds requested by ESP, Inc. will be paid from the Bus Shelter account #TF-492-5381, as well as FTA and STAP grant amounts which have been allocated for these purposes.

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.

- 13.) 1992 FTA SECTION 9 GRANT AWARD: The Traffic and Transportation Department in a memorandum dated July 9, 1992 informed the Mayor that the Federal Transit Administration (FTA) has approved the City's application for a 1992 Section 9 grant. The application was for \$1,680,002 in Federal Operating and Capital Assistance for local public transportation program activities. The total grant amount is \$2,901,199 which will fund: 1.) City of Charleston capital projects, 2.) reimbursement of eligible transit operating losses by the Metro Transit Operator, South Carolina Electric and Gas Company, and 3.) assistance to the Town of Mount Pleasant, the Berkeley-Charleston-Dorchester Council of Governments, and the City of Charleston for program administration for transit related planning projects.

Specific sources of funding for projects administered under this grant are: \$1,680,002 from FTA; \$1,068,262 from the metro transit operator (SCE&G); \$37,468 from the State Transportation Assistance Program (STAP); and \$115,467.50 from City Transit Fund Accounts.

Based on the Traffic and Transportation Department's recommendation, the Committee on Ways and Means recommends that City Council authorize and accept the subject grant award and authorize the Mayor to execute the instruments that must be signed in order for the City to receive the funds from the subject grant.

- 14.) TEMPORARY BORROWING IN ANTICIPATION OF THE ISSUANCE OF NOT EXCEEDING \$3,750,000 GENERAL OBLIGATION BONDS OF THE CITY OF CHARLESTON: The Committee on Ways and Means submits herewith a proposed ordinance providing for the temporary borrowing by the City Council of Charleston pursuant to Chapter 17, Title 11, Code of Laws of South Carolina, 1976, in anticipation of the issuance of not exceeding \$3,750,000.00 General Obligation Bonds of the City of Charleston, South Carolina and recommends that the bill be given the required readings and be ratified the earliest date feasible.
- 15.) 1991-1992 AND 1992-1993 TRAFFIC SIGNAL MAINTENANCE AGREEMENT: The Traffic and Transportation Department has submitted two (2) agreements between the City of Charleston and the South Carolina Department of Highways and Public Transportation for the maintenance of traffic signal equipment outside the City of Charleston's corporate limits.

The committee understands the City has operated under a similar agreement for several years and that the request before the committee is that the agreement be renewed for the 1991-1992 and 1992-1993 periods.

Based on the department's recommendation, the committee recommends that City Council approve these two agreements and authorize the Mayor to execute them on the City's behalf.

- 16.) ACQUISITION OF 175, 177 AND 183 SMITH STREET BY EMINENT DOMAIN: Under the Charleston Housing Trust program, the City acquires vacant, dilapidated houses for redevelopment as affordable housing. Based on the Real Estate Committee's recommendation the Committee on Ways and Means recommends that City Council acquire 175, 177 and 183 Smith Street, by eminent domain if necessary, for this program. The committee further recommends that City Council adopt the resolution authorizing the acquisition of the subject three (3) parcels of land.
- 17.) ADMINISTRATIVE OFFICE SPACE AGREEMENT FOR SOUTH CAROLINA AQUARIUM STAFF - 57 HASELL STREET: The Selection Committee for this project has recommended to the Real Estate Committee and to City Council that they approve a lease agreement between the City of Charleston and Maiden Lane Partners for administrative office space for the staff of the South Carolina Aquarium.

The recommendation is supported by the following facts: Several weeks ago proposals were sent to real estate management firms to locate office space for the South Carolina Aquarium staff. The space must comply as closely as possible with requirements supplied by the City.

Four locations were selected from a list of properties submitted. The four sites were offered by The Carmody Company (which offered the following sites: 134 Meeting Street, 170 Meeting Street, and 151 Meeting Street) and Maiden Lane Partners (which offered 57 Hasell Street).

After visiting each site, and based on the criteria which the City distributed, the Real Estate Committee has recommended the Maiden Lane Partners Property at 57 Hasell Street as the site for the South Carolina Aquarium Offices. It has further recommended that 57 Hasell Street be leased for one year with two additional one year options. The rent for the first year will be \$27,500 for 2200 square feet of space; the second year for 3500 square feet of space the rent will be \$41,125; and, the third year for 5200 square feet of space the rent will be \$57,200. Parking will be included.

Based on the Real Estate Committee's recommendation, the Committee on Ways and Means recommends that City Council approve 57 Hasell Street as the site for the South Carolina Aquarium offices and authorize the Mayor to execute the lease which is submitted herewith between Maiden Lane Partners and the City of Charleston covering the office space to be leased at 57 Hasell Street.

- 18.) ACCEPTANCE OF LAND LOCATED NEAR THE CROSSTOWN ON ASHE STREET - LAND TO BE DONATED BY THE CATHOLIC DIOCESE OF CHARLESTON: The Catholic Diocese of Charleston desires to donate property located off the Crosstown route on Ashe Street. The land to be donated is slightly more than one acre. Based on the Real Estate Committee's recommendation, the Committee on Ways and Means recommends that City Council accept this donation.
- 19.) OPTION CONTRACT BETWEEN CITY OF CHARLESTON AND TOM MOORE AND ASSOCIATES - 93, 97 AND 101 BROAD STREET: It will be recalled that some time ago

the City advertised for and received bids for 93, 97 and 101 Broad Street. Tom Moore and Associates was the only responsive bidder.

At the Real Estate Committee's meeting this date the committee was informed that the City's legal staff has been working with Mr. Moore to develop the terms of an agreement for this project. Also, Mr. Moore displayed a model of the proposed project.

The Real Estate Committee was briefed on the terms of the agreement that have been worked out. They are:

- (a) As owner of 93, 97 and 101 Broad Street, the City will enter into an option agreement with Tom Moore and Associates for a period of ten (10) years.
- (b) The sales price for these properties will be: \$340,000 for 93 Broad Street; \$100,000 for 97 Broad Street; \$100,000 for the courtyard portion of 101 Broad Street; and \$500,000 for the remainder of 101 Broad Street.
- (c) The developer will be allowed to purchase these properties in phases. Phase I will consist of 93, 97 and the courtyard of 101 Broad Street and Phase II will be for the remainder of 101 Broad Street.
- (d) There will be a built-in five percent (5%) increase of the purchase price for the ten (10) year term. (This is outlined on a schedule in the agreement.)
- (e) Mr. Moore may need to demolish the Piggly Wiggly building at 101 Broad Street prior to taking title. To the extent that would be done before closing, and assuming that Phase I has been closed, the City will give him the right to demolish said property at his expense and to construct and maintain a fence covering the front of 101 Broad Street until such time as Phase II is completed.

It is understood the city will enter into a separate agreement with Mr. Moore's company for the staging needs for the area. Once construction is completed, the City will get access to the property back and develop it as the City sees fit. Mr. Moore is to pay the City a fee for the use of the property for the construction process.

- (f) Mr. Moore will assign the right of first refusal that he has on the subject properties. This is an open ended agreement which allows him to match any bona fide offer the City receives for these properties. Under the proposed agreement, Mr. Moore will assign that right back to the City as a consideration for the ten (10) year option, with the provision that if GSA during the ten (10) year period should elect not to pursue the lease and the project, and Mr. Moore receives notification of GSA's position, then for a period of two years thereafter Mr. Moore will have to close or his option will terminate.
- (g) The closing costs as outlined in the agreement are standard.
- (h) The values of the properties as outlined in the agreement are \$82,000.00 higher than the appraised values that were acquired last year.

Based on the City's Legal Department's recommendation and the Real Estate Committee's recommendation, the Committee on Ways and Means recommends that City Council approve the option contract with the stipulation that the Legal Department continue to negotiate on this matter with Tom Moore and Associates.

20.) LEASE OF CITY-OWNED PROPERTY AT THE SOUTHWEST CORNER OF COLUMBUS AND EAST BAY STREETS BY 701 EAST BAY, INC.: The subject property

is the parking lot that serves the needs of Port City Center, formerly the Business and Technology Center (BTC). It involves two (2) parcels at the corner and four (4) parcels further south on East Bay Street.

Based on the Real Estate Committee's recommendation, the Committee on Ways and Means recommends that City Council approve and authorize the Mayor to execute a lease between the City of Charleston and 701 East Bay, Inc. covering a total of 104 spaces.

It is recommended that it be a one-year lease with fourteen (14) additional one (1) year options for a total of fifteen (15) years. The first year rental will be \$18,720.00 and thereafter if the options are exercised there will be an adjustment at the end of each year of five percent (5%) or a CPI adjustment, whichever is less.

In connection with the upkeep of the property, the tenant will pay the taxes, insurance and maintenance on the property. The tenant will have the right of first refusal on the property for the fifteen (15) years. The consideration for that right will be \$15,000.00 payable upon the execution of the lease. In the event the City wants to sell one or more parcel, the tenant will have the right to match any offer the City might receive. In the event the right of first refusal is exercised, the tenant will have thirty (30) days to close and that part of the property will no longer be subject to the terms of this lease.

Councilmember Smythe abstained from voting on this matter and submitted a written statement of possible conflict of interest which statement is on file in the Clerk of Council's office.

21.) PARKING PROPOSAL NEAR THE VRTC FROM BENNETT-HOFFORD COMPANY: In September, 1991 the City signed an agreement with John Street Associates to provide a parking garage in association with the Hampton Inn. This city-owned facility is now under construction. As part of the agreement, in the event the parking facility is not completed by the Inn's opening date, the City agreed to provide one hundred thirteen (113) parking spaces in a mutually acceptable site and make them available to the Inn. Hampton Inn opened on July 2nd. Negotiations have been underway between the City, John Street Associates, the Chamber of Commerce and the United Way to provide the Inn with parking spaces until the completion of the parking facility.

Based on the Real Estate Committee's recommendation, the Committee on Ways and Means recommends that the City lease to John Street Associates approximately seventy-five (75) parking spaces in a lot adjacent to the bus shed which the Chamber previously used; that the City charge a rent of \$45.00 per space per month; that John Street Associates be allowed to use at no rental charge the gravel lot which was constructed initially to replace the employee parking lot for both the Chamber of Commerce and the United Way, located adjacent to the bus shelter. It is recognized that the City will not be providing John Street Associates the full one hundred thirteen (113) parking spaces. The parking facility, however, is anticipated to open in February, 1993.

The committee further recommends that the Mayor be authorized to execute the subject lease on the City's behalf. Because of a possible conflict of interest, Councilmember Smythe abstained from voting on this matter and submitted for the Clerk's files a written statement of possible conflict of interest.

22.) LOAN TO CHARLESTON BALLET THEATRE: The Committee on Ways and Means has approved an interest free loan of \$20,000.00 to the Charleston Ballet Theatre. Money for this loan is available in the Accommodations Tax fund as collections from this source have exceeded expectations. The loan is to be repaid out of the City's next three years

contributions to the Charleston Ballet Theatre. Currently the City's contribution to this ballet theatre is \$8,500.00 a year.

The committee believes the Charleston Ballet Theatre is one of the treasures of this City and should be given the requested additional support while it recovers from damages suffered because of Hurricane Hugo and the recession. The committee recommends that City Council endorse its action in this matter.

W. L. STEPHENS, JR., Chairman
HENRY B. SMYTHE, JR.
LIGURE ELLINGTON, JR.
HILDA HUTCHINSON-JEFFERSON
MAURICE WASHINGTON
BRENDA C. SCOTT
YVONNE D. EVANS
MARY R. ADER
LARRY D. SHIRLEY
JOHN D. THOMAS, M.D.
JOSEPH P. RILEY, JR., Mayor

The report was adopted on motion of Councilmember Stephens. Councilmember Smythe voted "Nay".

The following bills received first reading. Councilmember Smythe abstained.

AN ORDINANCE

PROVIDING FOR TEMPORARY BORROWING BY THE CITY COUNCIL OF CHARLESTON PURSUANT TO CHAPTER 17, TITLE 11, CODE OF LAWS OF SOUTH CAROLINA, 1976, IN ANTICIPATION OF THE ISSUANCE OF NOT EXCEEDING \$3,750,000 GENERAL OBLIGATION BONDS OF THE CITY OF CHARLESTON, SOUTH CAROLINA

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

ARTICLE I

FINDINGS OF FACT

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

Section 1.01.

City Council is authorized by the provisions of Chapter 21, Title 5, Sections 5-21-210 to 5-21-500, inclusive, Code of Laws of South Carolina, 1976, ("The Municipal Bond Act") as amended and supplemented by Act No. 125 enacted at the 1977 Session of the General Assembly of South Carolina now codified as Sections 11-27-10 to 11-27-100, inclusive, Code of Laws of South Carolina, 1976 (which Acts are hereinafter collectively referred to as the Enabling Act), to issue general obligation bonds of the City of Charleston. Section 14 of Article X of the South Carolina Constitution as well as the Enabling Act provides that a City may issue general obligation debt for a purpose which is a public purpose and a corporate purpose of the City.

The City has outstanding \$3,000,000 Bond Anticipation Notes dated September 20, 1991 and stated to mature on September 18, 1992 (hereinafter referred to as the "Outstanding Notes"). Such Outstanding Notes were issued to partially refund the outstanding \$5,000,000 Bond Anticipation Notes dated September 21, 1990, which were issued after City Council determined that it was appropriate to raise sufficient moneys to defray the cost of immediate repairs to the wide-spread damage to the community and its citizens due to Hurricane Hugo. At the time the Outstanding Notes were issued, it was contemplated that certain of the outstanding amount would be paid at maturity from reimbursements received from the Federal Emergency Management Agency (FEMA). The City has in hand funds representing certain reimbursements and expects to receive additional moneys from FEMA. It is therefore anticipated that a portion of the Outstanding Notes will be paid at maturity from such reimbursement. However, it is not certain what the total amount available for such payment at maturity of the Outstanding Notes will be and therefore it is one purpose of this Ordinance to authorize the issuance of not exceeding \$3,000,000 of Bond Anticipation Notes to pay the Outstanding Notes (the Refunding).

City Council has determined that it is appropriate to raise sufficient moneys by the issuance of general obligation bond anticipation notes to defray the cost of constructing certain improvements at the Johns Island Park in the amount of \$250,000 and to defray the cost of dredging the City Marina in the amount of \$500,000 (hereinafter referred to as the Projects). The Refunding and the Projects are herein collectively referred to as the Undertakings.

In order to refund the not exceeding \$3,750,000 of Bond Anticipation Notes authorized herein, the City hereby covenants to adopt an ordinance pursuant to which not exceeding \$3,750,000 of general obligation bonds of the City (the Bonds) shall be issued.

Section 1.02.

Section 14 of Article X of the South Carolina Constitution provides that a municipality may incur general obligation indebtedness without referendum if such indebtedness, together with then outstanding indebtedness subject to the limitation, does not exceed 8% of the assessed value of all taxable property in the City. The most recent assessed value of all taxable property in the City is \$192,212,625. Eight per cent of this sum equals \$15,377,010. Outstanding indebtedness subject to the 8% limit is \$13,600,000, which includes the \$3,000,000 of the Outstanding Notes. If the full principal amount of Notes authorized herein are issued, the City will have outstanding \$14,350,000. Consequently the City may incur general obligation indebtedness for the Undertaking without referendum.

Section 1.03.

City Council has determined at this time to raise the amount necessary to defray the cost of the Undertaking by the issuance of Bond Anticipation Notes in the principal amount of not exceeding \$3,750,000, pursuant to Chapter 17, Title 11, Code of Laws of South Carolina, 1976. As stated above, the City anticipates that certain of the Outstanding Notes will be paid from FEMA reimbursements which have been received or are expected to be received. However, due to the fact that timing of that receipt is not certain, it is necessary to authorize up to \$3,000,000 to refund the Outstanding Notes. Authorization to the Mayor to determine the final amount to be borrowed to refund the Outstanding Notes is given in Section 2.11 hereof.

Section 1.04.

On the basis of the foregoing, City Council adopts this Ordinance as a means of providing for the issuance of not exceeding \$3,750,000 Bond Anticipation Notes.

The "Internal Revenue Code of 1986" includes restrictions and requirements relating to the tax-exempt obligations and the use of facilities furnished with such proceeds. The City hereby covenants to comply with all of the restrictions and requirements of the Internal Revenue Code of 1986.

The City will take such further action as is necessary to preserve the exclusion from gross income for Federal income tax purposes of interest earned on the Notes.

The Notes will not be "qualified tax-exempt obligations within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

ARTICLE II

ISSUANCE OF NOTES

Section 2.01.

Pursuant to Chapter 17, Title 11, Code of Laws of South Carolina, 1976, and for the purpose of raising moneys to defray the cost of the Undertaking, City Council directs that there shall be issued, in anticipation of the issuance and sale of the Bonds, Bond Anticipation Notes of the City (the Notes) in the principal amount of not exceeding \$3,750,000.

Section 2.02.

The Notes shall be in denomination of \$25,000 or integral multiples thereof, and shall be numbered from 1 upward in the chronological order of their issuance.

Section 2.03.

The Notes shall be negotiable in form, shall bear interest, payable at the maturity of the Notes, at the rate named by the purchaser at the sale thereof, and shall be payable at such banking institution or banking institutions as shall be designated by the purchaser thereof. The Notes shall be dated as of the date of their issuance, and shall mature one year from date without privilege of prepayment.

Section 2.04.

The Notes shall be executed in the name of the City by the Director of Administrative Services and attested by the Clerk of the City Council and its Corporate Seal shall be impressed or reproduced thereon.

Section 2.05.

The proceeds derived from the Notes together with other funds available therefor shall be used to defray the cost of the Undertaking, PROVIDED, that the lenders of the moneys borrowed on the Notes shall be in nowise responsible for the proper application of the proceeds of said Notes.

Section 2.06.

For the payment of the principal and interest on the Notes herein authorized there shall be pledged the full faith, credit and taxing power of the City and in addition thereto, the proceeds derived from the sale of the Bonds.

Section 2.07.

City Council further irrevocably covenants and agrees to effect the issuance of the Bonds in the principal amount of not exceeding \$3,750,000 or to issue refunding bond

anticipation notes on an occasion prior to the maturity of the Notes and in ample time that the proceeds of the Bonds or such refunding notes shall be available to effect the payment of the Notes.

Section 2.08.

The Notes shall be substantially in the form of Exhibit A attached hereto.

Section 2.09.

Both the principal of and interest on the Notes shall be exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purposes of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes.

Section 2.10.

Bids for the sale of the Notes authorized hereby shall be received by the Mayor or his designee and at a time specified by the Mayor. Not less than three days prior to the date fixed for the receipt of bids for the sale of the Notes, a written notice shall be sent by the Mayor to such banking and financial institutions as he shall select requesting bids therefor, and shall be in such form as shall be prescribed by him. Upon receipt of bids, the Mayor is authorized and directed to award the Notes to the bidder or syndicate of bidders offering the lowest rate of interest or, if more than one bidder shall name the same lowest rate of interest, then to that one of such bidders as shall offer the greatest premium; PROVIDED, that if it shall happen that tie bids are received, the Notes shall be awarded jointly or in such other fashion as those submitting such tie bids shall determine. The Mayor is further authorized to name the paying agent for the Notes.

Section 2.11.

The Mayor is fully authorized and empowered to take all actions necessary or desirable to implement the obligations of this Ordinance (including the power to decide what principal amount of the amount authorized should be issued at any one time) and to furnish such certificates and other proofs as may be required of him.

Section 2.12.

No part of the proceeds of any Note issued pursuant hereto shall be invested in such manner as to cause the Notes to become "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations issued thereunder as in effect on the occasion of the delivery of the Notes. The proper officers of the City Council shall be and are hereby authorized to render such certifications as may be required to establish that the Notes are not and will not become "arbitrage bonds".

ARTICLE III

DIRECTION TO INDEX

Section 3.01.

This Ordinance shall take effect upon its second reading and shall be forthwith codified in the Code of City Ordinances as required by law or by the rules and regulations of City Council, and the same shall be indexed under the general heading "Bond Anticipation Note Issue - Not Exceeding \$3,750,000 BOND ANTICIPATION NOTES OF THE CITY OF CHARLESTON, SOUTH CAROLINA." Notice of adoption of this Ordinance shall be published at

the appropriate time to comply with the provision of Paragraph 8 of Section 11-27-40, Code of Laws of South Carolina, 1976, as amended.

Mayor, City of Charleston

Attest:

Clerk, Council of the
City of Charleston

First Reading: July 28, 1992

Second Reading: August 11, 1992

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CITY OF CHARLESTON
BOND ANTICIPATION NOTE

No. R-1 _____ \$ _____

THE CITY OF CHARLESTON, SOUTH CAROLINA, hereby acknowledges itself indebted, and, for value received, promises to pay to the bearer hereof the principal sum of _____ Dollars (\$ _____), on the _____ day of _____, 19_____, and to pay interest on said principal sum from the date hereof, at the rate of per centum _____ per annum, payable upon the stated maturity of this Note.

Both the principal of and interest on this Note are payable in any coin or currency of the United States of America, which is, at the time of payment, legal tender for the payment of public and private debts at the principal office of _____ Bank, in the City of Charleston, State of South Carolina.

This Note constitutes an issue of Bond Anticipation Notes of the City of Charleston, South Carolina, (the "City") (the "Note"), issued by the City pursuant to the authorizations of Chapter 17, Title 11, Code of Laws of South Carolina, 1976, to obtain funds to defray the cost of improvements at the Johns Island Park and to defray the cost of dredging the City Marina prior to the issuance of not exceeding \$3,750,000 of general obligation bonds of the City (the "Bonds") authorized to be issued by said City pursuant to the authorizations of Chapter 21, Title 5, Sections 5-21-210 to 5-21-500, inclusive, Code of Laws of South Carolina, 1976, as amended and supplemented by Act No. 125 enacted at the 1977 Session of the General Assembly of South Carolina now codified as Sections 11-27-10 to 11-27-100, inclusive, Code of Laws of South Carolina, 1976, and an Ordinance duly adopted by the City Council of the City of Charleston. For the payment of this Note and the issue of which it forms a part, both principal and interest, the full faith, credit and taxing power of the City, and the proceeds of the Bonds, in anticipation of which the Note is issued, is irrevocably pledged.

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

It is hereby certified and recited that all acts, conditions and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, or to be performed

precedent to or in the issuance of this Note, do exist, have happened and have been performed in regular and due time, form and manner, and that the City has irrevocably obligated itself to issue and sell, prior to the stated maturity hereof, in the manner prescribed by law, the Bonds in anticipation of which the Note is issued or sufficient refunding bond anticipation notes to effect the payment of this Note.

IN WITNESS WHEREOF, THE CITY OF CHARLESTON, SOUTH CAROLINA, has caused these presents to be signed by the manual signature of the Finance Director of the City, attested by the manual signature of the Clerk of City Council, the seal of the City to be reproduced hereon, and this Note to be dated the _____ day of _____, 1992.

(SEAL)

Director of Administrative Services,
City of Charleston,
South Carolina

Attested:

Clerk, City Council of Charleston,
South Carolina

A BILL

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF CHARLESTON ALL DOCUMENTS NECESSARY TO LEASE TO 701 EAST BAY, INC. THE PROPERTIES WITH BUILDINGS AND IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE CITY AND COUNTY OF CHARLESTON, STATE OF SOUTH CAROLINA, COMMONLY KNOWN AS 655, 659, 661 AND 665 EAST BAY STREET AND 49 AND 51 COLUMBUS STREET, BEARING TMS NOS. 459-06-04-018, 459-06-04-017, 459-06-04-016, 459-06-04-019, 459-06-04-012 AND 459-06-04-013, SAID PROPERTIES BEING MORE FULLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO, AND INCORPORATED BY REFERENCE HEREIN.

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

Section 1. The Mayor is hereby authorized to execute on behalf of the City of Charleston all documents necessary to lease to 701 East Bay, Inc. the properties with buildings and improvements thereon, situate, lying and being in the City and County of Charleston, State of South Carolina, commonly known as 655, 659, 661 and 665 East Bay Street and 49 and 51 Columbus Street, bearing TMS Nos. 459-06-04-018, 459-06-04-017, 459-06-04-016, 459-06-04-019, 459-06-04-012 and 459-06-04-013, said properties being more fully described in Exhibit "A", attached hereto and incorporated by reference herein. (Note: Exhibit "A" was not provided to the Clerk of Council in time for the printing of this Bill.)

Section 2. This Ordinance shall become effective upon ratification.

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 option contract to purchase real estate which shall be substantially as follows:

STATE OF SOUTH CAROLINA) _____

) OPTION CONTRACT TO
) PURCHASE REAL
PROPERTY

COUNTY OF CHARLESTON)

THIS OPTION CONTRACT TO PURCHASE REAL PROPERTY (hereafter "Option Contract") entered into this _____ day of July, 1992, by and between Moore Development Corporation, a South Carolina corporation, whose principal place of business is located at 5 Calendar Court, Suite 102, Columbia, South Carolina, 29206 (hereafter referred to as "Purchaser") and the City of Charleston, a South Carolina municipal government, whose principal business address is City Hall, Post Office Box 304, Charleston, South Carolina, 29402 (hereafter referred to as "Seller").

WHEREAS, Seller is the owner of 93 Broad Street, 97 Broad Street and 101 Broad Street, all being parcels of improved real estate, located in the City of Charleston, State of South Carolina, and all properties being hereafter collectively referred to as the "Property", and

WHEREAS, Seller purchased the parcels of improved real property with the intention that these properties would be offered for development and lease to the United States General Services Administration (hereafter "GSA") for the benefit of the United States Federal District Court of Charleston, South Carolina (hereafter "Court"), and

WHEREAS, Seller issued a Request For Proposal (hereafter "RFP"), offering the parcels of improved real property for sale to the highest bidder with an acceptable development plan, and

WHEREAS, Purchaser was the sole respondent to the RFP, and

WHEREAS, Purchaser has engaged in development activities to devise, plan and otherwise prepare for the construction of two (2) buildings, both of which shall be leased to GSA for the benefit of the Court, with one (1) building to be located in the rear of the real estate parcels known as #85, #87, #89, #91 and #93 Broad Street, Charleston, South Carolina, this building to be referred to as Phase 1 of the Project, and the development of a second building which will be located on the real estate parcels known as #97 and #101 Broad Street, Charleston, South Carolina, this building to be referred to as Phase 2 of the Project, and

WHEREAS, Purchaser has prepared a site and building plan a copy of which is attached hereto as Exhibit A, and

WHEREAS, Purchaser did acquire for the sum of Sixty-five Thousand (\$65,000.00) Dollars, certain property rights which had been granted by the Seller to a prior owner of the Property, such property rights being referred to herein as the "First Rights of Refusal" and which had subsequently been assigned by the original holder of the rights to other third parties, and

WHEREAS, Purchaser did acquire these First Rights of Refusal, the terms of which are set forth in a written contract entitled "Assignment Agreement", said agreement being dated July 10, 1991, a copy of said Agreement being attached hereto as Exhibit B, and

WHEREAS, the Seller is desirous of acquiring the First Rights of Refusal from Purchaser in exchange for its providing to Purchaser an exclusive ten (10) year option to acquire the Property, upon the terms and conditions of this Option Agreement, and

WHEREAS, Purchaser has expended substantial sums of money in undertaking these development activities, and

WHEREAS, Purchaser, in the event it exercises its option to purchase the Property, is in agreement to pay to the Seller a purchase price for the parcels of Property that is acceptable to the Seller, and

WHEREAS, Purchaser is desirous of acquiring from the Seller the exclusive option to purchase the Property for a period of ten (10) years, upon the terms and conditions of this Option Contract.

NOW THEREFORE, for and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Agreement to Sell. Upon the exercise by Purchaser of the exclusive option granted to Purchaser by Seller, Seller hereby agrees to sell to Purchaser and Purchaser agrees to buy from Seller that certain real property known as 93 Broad Street, 97 Broad Street and 101 Broad Street pursuant to all of the terms and conditions of this Option Agreement.

In consideration of the Seller's providing a ten (10) year exclusive option in which to purchase one or more of the parcels which constitute the Property described in this Option Agreement, the Purchaser does hereby set over, assign and otherwise transfer all of its rights, referred to herein as the First Rights of Refusal, all of which are more fully described in that certain Assignment Agreement attached hereto as Exhibit B. Purchaser agrees to execute such assignment agreements as are requested by Seller and its legal counsel in transferring these rights to the Seller.

2. Purchase Price. The purchase price of the various parcels of Property (hereafter "Purchase Price"), shall be as described hereafter on Schedule 1, attached hereto, with the purchase price of each parcel to be adjusted in accordance with the date upon which the Purchaser exercises its rights to acquire the various parcels of Property.

The Purchaser shall have the right throughout the entire Option Period, to exercise its right to purchase all of the parcels of Property described in this agreement for the purchase price determined in accordance with Schedule 1 hereof.

As an alternative to purchasing all of the parcels of Property, Purchaser may elect to purchase a portion of the Property.

The portion of the Property which Purchaser may elect to initially acquire shall be comprised of #93 Broad Street, #97 Broad Street and the portion of #101 Broad Street which is described as the courtyard on the site plan attached hereto as Exhibit A. These parcels shall be purchased for the purchase prices determined in accordance with Schedule 1 hereof.

In the event Purchaser elects to purchase this portion of the Property, the Seller and the Purchaser shall enter into a separate agreement, the terms of which shall provide for the demolition of the abandoned Piggly Wiggly store located at #101 Broad Street and the removal of such debris, all of which shall be undertaken at the expense of the Purchaser.

The agreement shall further provide that as a condition of securing a demolition permit for the Piggly Wiggly building, that Purchaser shall agree, at its expense, to construct a fence

across the front of #101 Broad Street. The east end of the fence shall commence at the intersection of the proposed courtyard as shown on the attached site plan and connect at its west end with the corner of the property known as #103 Broad Street. The agreement shall define the type of materials and design required for the fence.

The agreement shall further provide for an easement to be granted by the Seller to the Purchaser, to utilize the remaining property at #101 Broad Street, as a construction set up site, onto which temporary construction trailers and materials may be stored during the construction of the Phase 1 building. Purchaser and Seller shall agree upon a reasonable fee to be paid during construction for this easement.

Upon the completion of construction, the agreement shall provide that the construction set up easement shall be terminated and until such time as the Purchaser acquires the remaining portion of #101 Broad Street, the Seller shall have the right to utilize the property for its own uses.

In the event Purchaser elects to acquire these initial parcels, Purchaser shall have the continuing right, throughout the Option Period, to elect to acquire the remainder of parcel #101 Broad Street, for the purchase price determined in accordance with Schedule 1 hereof.

Provided, however, that no provision herein shall obligate the Purchaser to acquire the remaining parcel known as #101 Broad Street, if Purchaser determines that it, in its sole discretion, shall not exercise such rights subsequent to its initial partial exercise and purchase of the parcels as set forth above.

3. Option Period. The Option Period extended herein by the Seller to the Purchaser shall be for a period of ten (10) years, with date of commencement to be July 21, 1992 and to terminate July 20, 2002. At all times during the Option Period, the Purchaser shall have the right to exercise its option with respect to the purchase of all or a portion of the parcels of Property described herein.
4. Closing. The closing of the sale of the Property from Seller to Purchaser shall be held no later than ninety (90) days from the date upon which Purchaser exercises its option to purchase the real property. Notwithstanding the foregoing, Purchaser, at Purchaser's option, to be exercised by giving not less than five (5) business days' written notice to Seller, may accelerate the date set for closing, by setting forth the date for the closing in its written notice to Seller. At the closing of each parcel of Property, Seller shall convey fee simple title, free and clear of all liens and encumbrances, with the exception of such ad valorem taxes as may constitute a lien but are not yet due and payable, which shall be prorated between Seller and Purchaser as of the date of closing. Any mortgage or bond liens encumbering the Property shall be satisfied, released or extinguished by Seller, at its sole expense and removed at or prior to Closing. Seller shall convey the Property free and clear of all liens or encumbrances by deed of conveyance with all state and county documentary stamps attached and affixed thereon with covenants of limited warranty or special warranty being contained in the deed of conveyance. The conveyance of the Property shall take such recordable form as shall be acceptable to legal counsel for both Seller and Purchaser.
5. Negotiations with the United States Government. Purchaser agrees to continue to negotiate, offer for lease, or otherwise respond to requests for proposals by GSA for the benefit of the Court for courtrooms and related office space to be located in both Phase 1 and Phase 2 of the development project. Purchaser further agrees not to solicit, market, or otherwise promote the sale or lease of office space to other prospective users, owners and tenants within these buildings until such time as the United States

government, its agencies and subdivisions, have established the total amount of square footage currently required within these buildings or have rejected any and all offers to lease office space in these buildings to be provided by Purchaser.

6. Property Rights. Seller shall remain in possession of the Property until closing, although Purchaser and/or its agents shall be allowed to enter onto the Property for the conducting of such surveys, soil tests and the preparation of engineers', architects' and surveyors' plans, plats and specifications as are required by Purchaser for the development of the Property.
7. Expenses and Proration. The expenses of the closing shall be paid as follows: Purchaser shall be responsible for the payment of all closing costs, title insurance premiums, attorneys fees and recording costs. Seller shall be responsible for preparation and delivery of the deed and for payment of the documentary stamps. Real property taxes excluding rollback taxes, if any, shall be prorated at closing, and such proration shall take into effect the maximum discount which may then or at the earliest date thereafter be taken or allowed in connection with the payment of such taxes. Seller shall be responsible for any rollback taxes. All other assessments, if any, shall be prorated at closing.
8. Entire Agreement - Modifications. This Option Contract contains the entire agreement of the parties pertaining to the subject matter hereof and shall supersede all prior or contemporaneous representations, understandings and agreements of the parties hereto in connection herewith. No agreement or modification of this Option Contract shall be binding upon the parties unless in writing signed by both Seller and Purchaser.
9. Benefits and Obligations. The covenants and agreements contained herein shall inure to the benefit of, and be binding upon, Seller, its successors and assigns, and Purchaser, its successors and assigns. Any person, corporation, or any other entity succeeding to the interest of the Sellers and/or Purchaser shall succeed to all of Seller and/or Purchaser's rights, interests and obligations arising hereunder and shall be subject to all of the terms and conditions of this Option Contract.
10. Assignment. The Purchaser shall have the right to assign this Option Contract, with the written consent of Seller, which shall not be unreasonably withheld, provided, however, that no such consent shall be required in Purchaser's assignment of all or a portion of these property rights to a corporation, partnership or other entity, which was created for the purpose of developing the Property.
11. Headings. The headings in this Option Contract are solely for convenience of reference and shall not affect the interpretation of the terms and conditions of this Option Contract.
12. Usage. All pronouns and defined terms appearing herein shall be deemed to include both the singular and plural, and refer to all genders, unless the context clearly requires otherwise. The words "hereby", "herein", "hereof", "hereunder", and other words of similar import, shall refer to this Option Contract in its entirety and not to any particular provision or subdivision hereof.
13. Applicable Law. This Option Contract shall be construed and interpreted according to the laws, statutory and common, of the State of South Carolina.
14. Notices. All notices to any party hereto shall be by way of certified mail, return receipt requested, and mailed to the parties at the addresses set forth herein. Notice shall be deemed given when deposited in the U.S. Mail properly addressed with proper notice affixed thereto.

Seller:

The City of Charleston
City Hall
Attention: Mayor - City of Charleston
Post Office Box 304
Charleston, South Carolina 29402

With Copy To:

Frances I. Cantwell, Esquire
Corporation Counsel for City of Charleston
Post Office Box 1001
Charleston, South Carolina 29402

Purchaser:

Moore Development Corporation
Attention: R. Thomas Moore
5 Calendar Court, Suite 102
Columbia, South Carolina 29206

In Witness Whereof, the Seller and Purchaser do hereby bind themselves, their successors and assigns to this Option Contract this _____ day of _____, 1992.

SELLER:

THE CITY OF CHARLESTON

By: Joseph P. Riley, Jr.

Its: Mayor

PURCHASER:

MOORE DEVELOPMENT
CORPORATION

By: R. Thomas Moore

Its: President

STATE OF SOUTH CAROLINA _____)

)

PROBATE

COUNTY OF CHARLESTON)

Personally appeared before me the following witness and made oath that (s)he saw the within named City of Charleston, by Joseph P. Riley, its Mayor, sign, seal and as its act and deed, deliver the within written Option Contract for the uses and purposes therein mentioned, and that (s)he, with the other witnesses whose name appears above, witnessed the execution thereof.

SWORN to before me this _____ day of _____, 1992.

Notary Public for South Carolina

My Commission expires: _____

Schedule 1

Parcel of Property: #93 Broad Street

Purchase Price:

Option Year:	Period of Exercise:	Purchase Price:
1	7/15/92 to 7/14/93	\$340,000.00
2	7/15/93 to 7/14/94	\$357,000.00
3	7/15/94 to 7/15/95	\$374,850.00
4	7/15/95 to 7/14/96	\$393,593.00
5	7/15/96 to 7/14/97	\$413,272.00
6	7/15/97 to 7/14/98	\$433,936.00
7	7/15/98 to 7/14/99	\$455,633.00
8	7/15/99 to 7/14/100	\$478,414.00
9	7/15/100 to 7/14/101	\$502,335.00
10	7/15/101 to 7/14/102	\$527,452.00

Parcel of Property: #97 Broad Street

Purchase Price:

Option Year:	Period of Exercise:	Purchase Price:
1	7/15/92 to 7/14/93	\$100,000.00
2	7/15/93 to 7/14/94	\$105,000.00
3	7/15/94 to 7/15/95	\$110,250.00
4	7/15/95 to 7/14/96	\$115,763.00
5	7/15/96 to 7/14/97	\$121,551.00

6	7/15/97 to 7/14/98	\$127,628.00
7	7/15/98 to 7/14/99	\$134,010.00
8	7/15/99 to 7/14/100	\$140,710.00
9	7/15/100 to 7/14/101	\$147,746.00
10	7/15/101 to 7/14/102	\$155,133.00

Parcel of Property: Courtyard portion of #101 Broad Street

Purchase Price:

Option Year:	Period of Exercise:	Purchase Price:
1	7/15/92 to 7/14/93	\$100,000.00
2	7/15/93 to 7/14/94	\$105,000.00
3	7/15/94 to 7/15/95	\$110,250.00
4	7/15/95 to 7/14/96	\$115,763.00
5	7/15/96 to 7/14/97	\$121,551.00
6	7/15/97 to 7/14/98	\$127,628.00
7	7/15/98 to 7/14/99	\$134,010.00
8	7/15/99 to 7/14/100	\$140,710.00
9	7/15/100 to 7/14/101	\$147,746.00
10	7/15/101 to 7/14/102	\$155,133.00

Parcel of Property: Remaining portion of #101 Broad Street

Purchase Price:

Option Year:	Period of Exercise:	Purchase Price:
1	7/15/92 to 7/14/93	\$500,000.00
2	7/15/93 to 7/14/94	\$525,000.00
3	7/15/94 to 7/15/95	\$551,250.00

4	7/15/95 to 7/14/96	\$578,813.00
5	7/15/96 to 7/14/97	\$607,753.00
6	7/15/97 to 7/14/98	\$638,141.00
7	7/15/98 to 7/14/99	\$670,048.00
8	7/15/99 to 7/14/100	\$703,550.00
9	7/15/100 to 7/14/101	\$738,728.00
10	7/15/101 to 7/14/102	\$775,664.00

The following resolution was adopted on motion of Councilmember Jefferson:

A RESOLUTION

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

STATE OF SOUTH CAROLINA)
) LEASE
 COUNTY OF CHARLESTON)

THIS AGREEMENT made this _____ day of _____, 1992, between MAIDEN LANE PARTNERS, hereinafter called Landlord, and the CITY OF CHARLESTON, hereinafter called Tenant, which terms "Landlord" and "Tenant" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties.

WITNESSETH:

DESCRIPTION OF THE PROPERTY

That the Landlord, in consideration of the rents herein reserved and of the covenants of the Tenant, does hereby lease and demise unto the Tenant, for the term hereinafter specified, the property and improvements thereon and being a portion of the property commonly known as 57 Hasell Street, Charleston, South Carolina, and being a portion of Charleston County Tax Assessor's Map No. _____ more fully described in Exhibit "A"* attached hereto and made a part of this Lease, with all the rights, easements and appurtenances to the same belonging and usually enjoyed therewith.

TERM

Landlord and Tenant agree that this Lease shall commence on the 15th day of July, 1992, and continue for an initial term of one year (1) year from said date. The lease may be extended for an additional two years by way of an exercise of an option by the Tenant on or before July 15, 1993 and again on or before July 15, 1994. The first term shall be on a yearly basis defined as "Initial" for the first year term and rent payment. The option terms shall be defined as "Second" for the first option period for one additional year and "Final" for the last option period for one additional year, as more fully set forth herein.

RENTAL

The Tenant shall pay to Landlord during the initial term an annual rental of Twenty Seven Thousand Five Hundred (\$27,500) Dollars per year in monthly installments of Two thousand two hundred ninety one (\$2,291.00) Dollars per month for approximately 2,200 square feet of space in the Landlord's premises, to be identified by the parties and attached as an Exhibit to this lease. The Tenant shall pay to the Landlord during the Second year option term an annual rental of Forty One thousand one hundred twenty five (\$41,125.00) Dollars per year in monthly installments of Three thousand four hundred twenty seven (\$3,427.00) Dollars per month for approximately 3,500 square feet of space in the Landlord's premises, to be identified by the parties and attached as an Exhibit to this lease. The Tenant shall pay to the Landlord during the Final year option term an annual rental of Fifty seven thousand two hundred (\$57,200) Dollars per year in monthly installments of Four thousand seven hundred sixty six (\$4,766.00) Dollars per month for approximately 5,200 square feet of space in the Landlord's premises to be identified by the parties and attached as an exhibit to this lease. Rent shall be due and payable on the first of each month. Landlord shall be responsible for all real estate taxes and user fees, property insurance and electric and water utilities. Tenant shall be responsible, if it elects to choose, for all janitorial, supplies, security, yard maintenance, pest control, trash service in excess of that provided by municipal service, or any other expense, telephone, maintenance, except major maintenance as defined herein, on the premises. Landlord shall also provide parking spaces at no additional rent according to the schedule attached hereto as an Exhibit.

OPTION TO EXTEND

For the considerations herein named, the Landlord gives and grants to the Tenant the prior right and option of extending the terms of this Lease for four (4) additional one-year periods upon the same terms and conditions, running consecutively from the end of the Final one-year term of this Lease except that the annual rental shall increase five (5%) percent per year on a cumulative basis.

Tenant shall notify Landlord in writing sixty (60) days prior to the expiration of the then current one-year term of the Lease or any extensions, of its intent to exercise said option.

UTILITIES

Except as set forth above, Tenant agrees to pay all charges for telephone, and all other utilities used by Tenant on the premises, and the Landlord agrees to provide access to such utilities at all times during the term of this Lease.

TAXES

The Landlord agrees to pay, each year, all taxes attributable to the land and all the taxes attributable to the improvements, excluding personal property taxes.

REPAIRS BY LANDLORD

Except as otherwise provided in this lease, the parties hereto agree that during the term of this Agreement and Lease the Landlord shall, without expenses to Tenant, maintain and make all necessary repairs to the foundations, load-bearing walls, roof and exterior walls of the premises. Tenant reserves the right to terminate the lease in the event a major maintenance or repair item is incurred which renders the essential rent terms of the agreement to be unreasonable. Landlord shall at all times provide ingress and egress to the premises necessary and adequate for the conduct of Tenant's business. Landlord reserves the right of ingress and egress into areas of the building not utilized by the tenant and in the parking areas to provide access to #2, #4 Maiden Lane and for contemplated construction work on 46 Pinckney Street or on #6 Maiden Lane.

REPAIRS BY TENANT

The Tenant agrees at Tenant's expense to keep in good order and repair the interior of the premises, all gas, electric and heating fixtures and air-conditioning fixtures and all exterior loading, storage, and garbage areas, and also all plumbing when damaged as a result of freezing pipes or fixtures or any neglect or carelessness of any person or persons on said premises. Tenant also agrees that it will be responsible for the windows of the building and the replacement thereof should any be broken.

ALTERATIONS

Alterations or improvements made by Tenant during the term of this lease, shall on the expiration thereof be the property of the Landlord and shall be surrendered with said premises as a part thereof. No alteration or improvement shall be constructed so as to extend in any part beyond the premises described in Exhibit "A". Tenant shall be entitled to remove its personal property at the expiration of the lease provided the personal property can be removed without damage to the premises and the premises is restored to the original condition of the premises, normal wear and tear excepted.

SUB-LETTING AND ASSIGNING

The parties hereto agree that the Tenant shall not have the right to transfer this Lease or any part or portion hereof without the prior written permission of the Landlord, which permission will not be unreasonably withheld.

TERMINATION BY REASON OF DEFAULT

In the event that either of the parties hereto shall fail to perform any covenant required to be performed by such party under the terms and provisions of this Lease, including Tenant's covenant to pay rent, and such failure shall continue unremedied or uncorrected for a period of fifteen (15) days after the service of written notice upon such party by the other party hereto, specifying such failure, this Lease may be terminated, at the option of the party serving such notice, at the expiration of such period of fifteen (15) days; provided, however, that such termination shall not relieve the party so failing from liability to the other party for such damages as may be suffered by reason of such failure.

CONDEMNATION

In the event that the premises shall be taken for public use by the city, state, federal government, public authority or other corporation having the power of eminent domain, then this Lease shall terminate as of the date on which possession thereof shall be taken for such public use, or, at the option of Tenant, as of the date on which the premises shall become unsuitable for Tenant's regular business by reason of such taking; provided, however, that if only a part of the premises shall be so taken, such termination shall be at the option of Tenant only. If such a

taking of only a part of the premises occurs, and Tenant elects not to terminate the Lease, there shall be a proportionate reduction of the rent to be paid under this Lease from and after the date such possession is taken for public use. Rent shall be pro-rated to the date of condemnation. The entire condemnation award shall be paid to the Landlord. Tenant may make such claims as available to it for relocation expenses and other claims so long as it does not reduce Landlord's award.

REMOVAL OF EQUIPMENT

It is understood and agreed that on the termination of this Lease, provided all covenants and conditions hereof, including the payment of rent as aforesaid, have been complied with by Tenant, that then, and in that event, all personal property of Tenant may be removed by it from the premises which are subject matter of this Lease. Provided, however, such personal property can be removed without damage or injury to the building or said premises.

INSURANCE

Landlord shall, during the entire term hereof, maintain in force casualty insurance on its interest in the building in such amounts and against such hazards and contingencies as Landlord shall deem desirable for its own protection; provided, however, Landlord shall not be obligated to insure any furniture, equipment, vehicles, or other property placed in the Premises by or at the expense of Tenant. Tenant shall not permit any use of the Premises that would invalidate or conflict with the terms of any hazard insurance policy covering risks insured by Landlord, and Tenant shall pay the cost of any premium amounts above standard rates for such insurance occasioned by the nature of Tenant's use of the Premises. Tenant shall obtain and maintain a comprehensive policy of liability insurance with respect to the premises and protecting Landlord and Tenant against any liability which arises from any occurrence on or about the premises or any appurtenance thereof, or any of the Claims against which Tenant is required, as allowed by law, to indemnify Landlord. The coverage limits shall be at least Five hundred thousand Dollars (\$500,000.00) with respect to combined single limit of bodily injury and property damage per occurrence. The Tenant will not cancel or change the insurance without first giving Landlord thirty (30) days prior written notice. Tenant shall provide Certification of Insurance to Landlord simultaneously with the execution of this Lease. Tenant shall be responsible to insure its own personal property and improvements made by Tenant.

DESTRUCTION OF IMPROVEMENTS

The parties hereto agree in the event the building is destroyed or 50% damaged by fire or other casualty during the term of this Lease both Landlord and Tenant shall have an option to terminate this Lease. If this Lease is not terminated, it is understood by both parties that the Landlord will re-build and repair said premises according to the original plans and specifications as soon as reasonably possible at the expense of the Landlord. Rent shall be pro-rated to the date of destruction of the premises.

In the event either party chooses to terminate this Lease and Agreement because of such damage and destruction, the party shall give notice in writing to the other party and the mailing of such notice shall automatically cause this Lease to be terminated and ended and of no further force and effect.

That in the event the Landlord rebuilds or repairs said building, that during the time such building cannot be occupied by Tenant, then the rent for such period shall be abated and such period shall be added to the original term hereof under the same terms and conditions as set forth in this Lease and Agreement.

SIGNS

Tenant shall have the right to erect, affix or display on the exterior or interior walls, doors and windows of the building on the premises, such sign or signs as Tenant may consider necessary or desirable, subject to all applicable municipal ordinances and regulations with respect thereto.

OBSERVANCE OF LAWS

Tenant shall duly obey and comply with all public laws, ordinances, rules or regulations relating to the use of the premises; provided, however, that any installation of fire prevention apparatus, electric rewiring, plumbing changes or structural changes in the building on the premises, required by any such law, ordinance, rule, or regulation shall be made by Tenant without expense to the Landlord.

MERGER OF AGREEMENTS

The parties hereto further agree that all contracts, agreements and representations heretofore made by the parties hereto or their respective agents or representatives shall be deemed to have merged into and be superseded by this agreement, and that no modification or waiver of any term or condition hereof shall be of any force or effect unless the same shall be in writing endorsed hereon and shall be signed by all parties hereto, and no waiver of the breach of any such term or condition shall be evidence of or be construed as a waiver of any subsequent breach of the same or any other term or condition.

NOTICES

All notices required to be given to Landlord hereunder shall be sent by registered or certified mail to and all rent payments shall be made to Maiden Lane Partners, c/o Claire Snyder, Agent, at Post Office Box 21918, Charleston, South Carolina, 29413. All notices to Tenant shall be sent to Joseph P. Riley, Jr., Mayor, City of Charleston, at Post Office Box 652, Charleston, South Carolina, 29402.

SURVIVAL

The parties hereto agree that this Lease shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

HAZARDOUS MATERIALS

Tenant hereby covenants that it will not store, use or bring on the demised premises any hazardous materials. Tenant shall make sure that all cleaning supplies and other chemicals used in its business will be used in accordance with all rules and regulations and all containers will be disposed of in accordance with all governmental regulations.

IN WITNESS WHEREOF, the said parties have hereunto set their Hands and Seals the day and year first above-written.

LANDLORD:

By: MAIDEN LANE PARTNERS

TENANT:

CITY OF CHARLESTON

By: JOSEPH P. RILEY, JR.
MAYOR

*Exhibit "A" is attached to original lease.

The following resolution was adopted on motion of Councilmember Evans:

A RESOLUTION PROVIDING FOR THE CONDEMNATION OF PROPERTIES WITHIN THE CITY OF CHARLESTON, SOUTH CAROLINA FOR SLUM CLEARANCE AND REDEVELOPMENT

WHEREAS, the City Council of Charleston has heretofore adopted plans for the clearance of slums and blighting influences and for redevelopment work on the lower east side of the peninsula (East Side Master Plan) and on the lower west side of the peninsula (Lower West Side Redevelopment Plan) and on the upper portions of the peninsula (Upper West and East Side Redevelopment Plan); and

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

WHEREAS, it appears appropriate that the properties as are described in Exhibit A be obtained by City Council of Charleston pursuant to its statutory authority as set forth in S. C. Code, Section 5-7-50 (1976), as amended; and

WHEREAS, it further appears appropriate for the City to select a member for an appraisal panel to determine the amount of just compensation in the event that the city elects to proceed under S. C. Code Section 28-2-250 (1976), as amended for acquisition of any of the properties.

NOW, THEREFORE, BE IT RESOLVED that Michael Robinson be selected to serve as a member of the appraisal panel should the City elect to proceed under S. C. Code 28-2-250 (1976), as amended, in acquiring any of the properties as are described in Exhibit A attached hereto and incorporated herein.

DONE and resolved by the City Council of Charleston this _____ day of _____, 1992.

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

Mary R. Wrixon
Clerk of Council

EXHIBIT A

All that certain piece, parcel or tract of land, together with the buildings therein, situated, lying and being in the City of Charleston and known as 175 Smith Street, bearing the county tax map number 460-15-2-030.

All that certain piece, parcel or tract of land, together with the buildings therein, situated, lying and being in the City of Charleston and known as 177 Smith Street, bearing the county tax map number 460-15-2-029.

All that certain piece, parcel or tract of land, together with the buildings therein, situated, lying and being in the City of Charleston and known as 183 Smith Street, bearing the county tax map number 460-15-2-026.

Next on the agenda was a report of the Committee on Public Works and Utilities which met earlier this evening. Councilmember Ellington, Chairman, reported there was action to be taken on the matters considered at the Public Works and Utilities Committee's meeting.

Councilmember Stephens felt a matter on the Public Works and Utilities Committee's agenda to accept certain streets in Seaside Plantation Subdivision should be brought before City Council this evening. The Clerk stated the Engineering Department staff had informed her earlier that matter was not ready to go before City Council this evening and the instruments needed to accept the streets had not been made available for distribution to City Council.

Next on the agenda were twenty-six bills up for second reading. On advice from the staff City Council deferred giving second reading to the bill to annex 1841 Beechwood Road (TMS# 354-07-00-001) until its next meeting.

On motion of Councilmember Ader the remaining twenty-five bills received second reading. They passed second reading on motion of Councilmember Scott and third reading on motion of Councilmember Washington. On the further motion of Councilmember Shirley, the rules were suspended and the twenty-five bills were immediately ratified as:

Ratification
Number 1992-66

AN ORDINANCE

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 3309 MAYBANK HIGHWAY (1.2 ACRES) (TMS# 279-00-00-196), ANNEXED INTO THE CITY OF CHARLESTON MARCH 31, 1992 (#1992-34), BE ZONED 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 zone map thereof so that the below described property shall become a part thereof:

3309 Maybank Highway (1.2 acres) TMS# 279-00-00-196

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

Section 3. This ordinance shall become effective upon ratification.

Ratification
Number 1992-67

AN ORDINANCE

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 2209 SAVANNAH HIGHWAY (1.1 ACRES) (TMS# 310-07-00-009), ANNEXED INTO THE CITY OF CHARLESTON MARCH 31, 1992 (#1992-36), 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 zone map thereof so that the below described property shall become a part thereof:

2209 Savannah Highway (1.1 acres) TMS# 310-07-00-009

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

Section 3. This ordinance shall become effective upon ratification.

Ratification
Number 1992-68

AN ORDINANCE

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 2237 PINEHURST AVENUE (.3 ACRE) (TMS# 358-15-00-029), ANNEXED INTO THE CITY OF CHARLESTON MARCH 31, 1992 (#1992-35), 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 zone map thereof so that the below described property shall become a part thereof:

2237 Pinehurst Avenue (.3 acres) TMS# 358-15-00-029

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

Section 3. This ordinance shall become effective upon ratification.

Ratification
Number 1992-69

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTIES KNOWN AS 507 AND 511 PARKDALE AVENUE (1.02 ACRES) (TMS# 310-11-00-052 AND 053), ST. ANDREWS PARISH, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND TO MAKE THEM 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 properties 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 properties 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 PROPERTIES to be annexed, 507 and 511 Parkdale Avenue (1.02 acres), St. Andrews Parish, in Charleston County, is identified by the County Assessor's Office as TMS# 310-11-00-052 and 053) (see attached map) and all adjacent public rights-of-way. (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

Ratification
Number 1992-70

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1744 A-E SAM RITTENBERG BOULEVARD (0.71 ACRES) (TMS# 351-08-00-012), ST. ANDREWS BOULEVARD, 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, 1744 A-E Sam Rittenberg Boulevard (0.71 acres), St. Andrews Parish, in Charleston County, is identified by the County Assessor's Office as TMS# 351-08-00-012 (see attached map) and all adjacent public rights-of-way. (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

Ratification
Number 1992-71

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 746 AND 748 ST. ANDREWS BOULEVARD (0.5 ACRES) (TMS# 418-15-00-083), 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 10 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 746 and 748 St. Andrews Boulevard (0.5 acres), in Charleston County, is identified by the County Assessor's Office as TMS# 418-15-00-083 (see attached map) and all adjacent public rights-of-way. (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

Ratification
Number 1992-72

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 437 AND 445 FLEMING ROAD (1.9 ACRES) (TMS# 343-07-00-057), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 12.

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 12 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 437 and 445 Fleming Road (1.9 acres), James Island, in Charleston County, is described by the Assessor's Office as TMS# 343-07-00-057 (see attached map) and all adjacent public rights-of-way. (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

Ratification
Number 1992-73

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1163-1173 FOLLY ROAD (4.4 ACRES) (TMS# 337-08-00-004), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 12.

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 properties 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 properties 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 12 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 1163-1173 Folly Road, (4.4 acres), James Island, in Charleston County, is identified by the Assessor's Office as TMS# 337-08-00-004 (see attached map) all adjacent public rights-of-way. (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

Ratification
Number 1992-74

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1061 FOLLY ROAD (8.9 ACRES) (TMS# 337-04-00-115; AND 337-08-00-055, 111 AND 112), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 12.

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 properties 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 properties 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 12 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 1061 Folly Road, (8.9 acres), James Island, in Charleston County, is identified by the Assessor's Office as TMS# 337-04-00-115; AND 337-08-00-055, 111 and 112 (see attached map) and all adjacent public rights-of-way. (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

Ratification
Number 1992-75

AN ORDINANCE

TO AMEND THE ORDINANCE GRANTING A FRANCHISE TO SOUTH CAROLINA ELECTRIC AND GAS COMPANY (NO. 1972-7), AS AMENDED BY ORDINANCE OF MAY 27, 1980 (NO. 1980-66), SO AS TO EXTEND THE TERM OF THE FRANCHISE THROUGH DECEMBER 31, 1992.

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

Section 1.

Ordinance No. 1972-7, as amended by Ordinance No. 1980-66, is hereby amended by adding a new Section 21 to Ordinance No. 1972-7, which shall read as follows:

Section 21 - Notwithstanding any provisions to the contrary, the electric, gas and transportation franchises granted by this Ordinance, as well as all agreements, obligations and duties contained therein, when accepted by the Company, shall be extended through December 31, 1992, and shall continue to be in force and effect through December 31, 1992.

Section 2.

This Ordinance shall become effective upon ratification, provided that the Company accepts this Ordinance in writing within thirty (30) days of the date of its ratification.

Ratification
Number 1992-76

AN ORDINANCE

TO AMEND THE ORDINANCE GRANTING A FRANCHISE TO BERKELEY ELECTRIC COOPERATIVE, INC. (1989-27), SO AS TO EXTEND THE TERM OF THE FRANCHISE THROUGH DECEMBER 31, 1992.

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

Section 1.

Ordinance No. 1989-27, is hereby amended by adding a new Section 4 to Ordinance No. 1989-27, which shall read as follows:

Section 21 - Notwithstanding any provisions to contrary, the electric franchise granted by this Ordinance, as well as all agreements, obligations and duties contained therein, when accepted by the Cooperative, shall be extended through December 31, 1992, and shall continue to be in force and effect through December 31, 1992.

Section 2.

This Ordinance shall become effective upon ratification, provided that the Cooperative accepts this Ordinance in writing within thirty (30) days of the date of its ratification.

Ratification
Number 1992-77

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY ANY AND ALL DOCUMENTS AS MAY BE NECESSARY TO RELEASE THE INTERESTS OF THE CITY IN AND TO A PORTION OF A DRAINAGE EASEMENT THAT RUNS GENERALLY ALONG THE EASTERN BOUNDARY OF LOT 38, TRACT B, SHADOWMOSS SUBDIVISION.

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

Section I. The Mayor is hereby authorized to execute on behalf of the City any and all documents as may be necessary to release the interests of the City in and to a portion of a drainage easement that runs generally along the eastern boundary of Lot 38, Tract B, Shadowmoss Subdivision. The portion of the easement to be released measures and contains approximately 20.53 square feet and is more fully delineated as the area enclosed by the letters A-B-C-D-A on the plat attached hereto and made a part hereof.

Section II. This ordinance shall become effective upon ratification.

Ratification
Number 1992-78

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY ANY AND ALL DOCUMENTS AS MAY BE NECESSARY TO TRANSFER CERTAIN PROPERTY OWNED BY THE CITY CONTAINING 1.526 ACRES, MORE OR LESS, THE SAME BEING BOUNDED ON THE NORTH BY VENDUE RANGE, TO THE EAST BY A STREET, NOW CLOSED TO VEHICULAR TRAFFIC KNOWN AS CONCORD STREET, TO THE SOUTH BY MID-ATLANTIC WHARF STREET, AND TO THE WEST BY PRIOLEAU STREET, TO NEW CHARLESTON CONCORD WALK, L.P., A SOUTH CAROLINA LIMITED PARTNERSHIP.

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

Section I. The Mayor is hereby authorized to execute on behalf of the City any and all documents, including contracts of sales, deeds or other writings as may be necessary to convey the property owned by the City containing 1.526 acres, more or less, and being bounded on the North by Vendue Range, to the East by Concord Street, now closed to pedestrian and vehicular traffic, to the South by Mid-Atlantic Wharf Street, and to the West by Prioleau Street, to New Charleston Concord Walk, L.P., a South Carolina Limited Partnership. The terms and conditions of the sale shall be those as are set forth in the contract of sale, attached hereto and made a part hereof, as the same may be modified in nonsubstantive detail upon recommendation of Corporation Counsel.

Section II. This ordinance shall become effective upon ratification.

STATE OF SOUTH CAROLINA _____)

) CONTRACT OF SALE

COUNTY OF CHARLESTON)

THIS AGREEMENT is made at Charleston, South Carolina, on June _____, 1992, by the City of Charleston, a Municipal Corporation of the State of South Carolina (hereinafter called "Seller") and New Charleston Concord Walk, L.P., a South Carolina Limited Partnership (hereinafter called "Purchaser").

RECITALS

WHEREAS, Seller is the Owner of that certain lot or parcel of property situated in the City of Charleston, County of Charleston, State of South Carolina, and described as follows:

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, measuring and containing 1.526 acres, more or less, the same being bounded on the north by Vendue Range; to the east by a street known as Concord Street now closed to vehicular traffic, to be abandoned; to the south by Mid-Atlantic Wharf Street; and to the west by Prioleau Street, all of which is more fully shown on that certain plat by Joel P. Porcher, RLS, dated March 26, 1990 entitled "PLAT TO COMBINE FOUR PARCELS OWNED BY THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA"

Hereinafter referred to as the "Property."

WHEREAS, Seller desires to sell, and Purchaser desires to buy, the Property as aforescribed, for the purchase price and on the terms and conditions herein set forth.

In consideration of the mutual and reciprocal promises herein set forth, the parties agree as follows:

1. Purchase Price and Terms of Payment: Seller hereby agrees to sell the Property to Purchaser and Purchaser hereby agrees to purchase the same, upon the terms and conditions set forth in this Contract. The purchase price for the Property is \$3,000,000.00, which shall be paid as follows:
 - a. By cash on the signing of this Contract, the receipt of which is hereby acknowledged by Seller, in the amount of Ten and No/100ths (\$10.00) Dollars (the "Initial Deposit Money").
 - b.
 - (i) At closing, Purchaser shall execute and deliver to Seller a promissory note for the remaining balance of the purchase price (the "Note"). The Note shall be personally guaranteed by William J. Gilliam. The Note shall be amortized over a period of forty (40) years, but shall be due and payable in full ten (10) years from the date thereof. Purchaser shall make interest payments on the Note semi-annually commencing on the first day of the sixth month after the "Interest Accrual Date" as hereinafter defined. Interest on the Note shall accrue at the rate of five percent (5%) per annum from the earlier of three (3) years from the date of the Note or the date a certificate of occupancy is issued for the Project or any part thereof (as hereinafter defined) to be constructed on the Property (the "Interest Accrual Date"). Purchaser shall make principal payments on the Note to the Seller semi-annually commencing one year after the first interest payment is due pursuant to the Note. There shall be no penalty for prepayment of the Note in full or in part.
 - (ii) Notwithstanding the foregoing, unless the Purchaser repays the Note to the Seller, as hereinafter described in subparagraph (iv) hereof, the Note shall be paid in accordance with the disbursement of funds to the Purchaser pursuant to UDAG Grant No. B-86-AA-45-0033, as amended (the "UDAG") between the Seller and the United States Department of Housing and Urban Development ("HUD") for the Concord Walk Hotel Project as shown on the plans and renderings prepared by Robert A. M. Stern Architects on file in the Seller's Department of Planning and Urban Development, which plans received preliminary approval of the Seller's Board of Architectural Review on March 14, 1990, as such plans may be amended from time to time and approved by the Seller and its Board of Architectural Review (the "Project"). The UDAG shall provide for a loan to the Purchaser for the Project on the same terms and conditions as the Note. The Seller may, at its option, require the Purchaser to assign to the Seller all of the Purchaser's right, title and interest in and to any funds disbursed pursuant to the UDAG, from time to time.
 - (iii) The Note shall provide that in the event the Purchaser conveys title to the Property to any party other than Concord Walk Hotel, L.C., a Virginia limited liability company of which the Purchaser and Kawashima America, Inc. are members (hereinafter "CWH") or if the Purchaser transfers its interest in CWH to another person or if CWH transfers title to the Property to any other party, then in any of such events, the Seller may, upon thirty

(30) days written notice to the Purchaser, declare all principal and accrued interest due pursuant to the Note to be immediately due and payable.

- (iv) The Note shall further provide that the Purchaser will provide or cause to be provided to the Seller on or before the later of twelve (12) months from the date of conveyance of the Property to the Purchaser or the submission deadline established by HUD to secure approval to draw down funds on the UDAG the following documents:
- (a) An executed development agreement for the construction of the Project which complies with the terms of the agreement governing the UDAG (the "UDAG Agreement"); and
 - (b) Evidence of a loan commitment or a loan to fund construction of the Project which complies with the terms of the UDAG Agreement; and
 - (c) Evidence of liquid assets of the Purchaser, CWH or Kawashima America, Inc. necessary to fund construction of the Project in conjunction with the loan referred to in subparagraph (iv)(b) above, which evidence of liquid assets complies with the terms of the UDAG Agreement.

In the event that the Purchaser fails to provide or cause to be provided to the Seller the items set forth in subparagraphs (iv)(a), (b), and (c) above within the above specified time, the Property shall revert back to the Seller, its successors and assigns, free and clear of all liens and encumbrances except "Permitted Exceptions." For purposes hereof, "Permitted Exceptions" shall include any lien or encumbrance affecting the Property as of the time title is transferred from the Seller to the Purchaser and any other lien or encumbrance arising thereafter which the Seller approves in writing. In the event the Property reverts back to the Seller, its successors and assigns, any principal reduction payments made on the Note up to that point in time shall be refunded by the Seller to the Purchaser and the Note shall be null and void.

If the Purchaser provides or causes to be provided to the Seller the items set forth in subparagraphs (iv)(a), (b), and (c) above within the above specified time, but approval to draw down the UDAG funds is not given by HUD, the Seller may, at its option, declare all principal and accrued interest due pursuant to the Note to be due and payable within ninety (90) days of written demand to the Purchaser. If the Note is not paid within the aforesaid ninety (90) day period, the Property shall revert back to the Seller, its successors and assigns, free and clear of all liens and encumbrances except "Permitted Exceptions." In the event the Property reverts back to the Seller, its successors and assigns, any principal reduction payments made on the Note up to that point in time shall be refunded by the Seller to the Purchaser and the Note shall be null and void.

- (v) The Note shall further provide that if the construction of the Project is not commenced (as defined in Exhibit "A" attached hereto) within eighteen (18) months of the date of conveyance of the Property to the Purchaser, the Property shall revert back to the Grantor, its successors and assigns, free and clear of all liens and encumbrances except "Permitted Exceptions", within thirty (30) days of written demand by the Seller, unless CWH or Kawashima America, Inc. fulfills the obligations of the Purchaser to the Seller with regard to the Project prior to expiration of said thirty (30) day period. In the event the Property reverts back to the Seller, any principal reduction payments made on the Note up to that point in time shall be refunded by the Seller to the Purchaser and the Note shall be null and void.

2. Title: At Closing, title to the Property to be conveyed by the Seller shall be good and marketable title, clear of all liens, encumbrances, defects and burdens except for any and all existing utility or other easements of record which do not interfere with the construction of the Project on the Property, zoning ordinances and regulations, taxes and assessments due, but not yet delinquent and the covenants and easements set forth in Exhibit "A" attached hereto. In the event the Purchaser discovers any such easements which would interfere with construction of the Project on the Property, Purchaser shall give the Seller written notice thereof no less than forty-five (45) days prior to closing. The Seller shall then have until closing to remove or otherwise extinguish any such easement(s). In the event the Seller is unable to remove or otherwise extinguish all such easement(s) prior to closing, the Purchaser's sole remedy shall be to either elect to accept title to the Property as is or terminate this Contract upon written notice to the Seller. Seller shall convey title to the Property to the Purchaser by special warranty deed. Said deed shall refer to a recorded plat of the Property which has been prepared in accordance with current ALTA standards and approved by the Purchaser.
3. Closing Costs: Seller shall pay the cost of deed preparation, the cost of preparing the plat of the Property, and any other costs necessary to deliver title to the Property in accordance with the terms hereof. Any and all other closing costs, including deed stamps, shall be paid by the Purchaser; provided, however, the cost of the deed stamps shall be credited against the amount due pursuant to the Note from Purchaser to Seller referred to in paragraph 1 herein.
4. Transfer of Property: Until closing, the Seller shall maintain the Property in its present condition, normal and reasonable wear and tear excepted, and shall not permit or cause to be permitted any liens or encumbrances to attach to the Property, and shall not effect any changes to the present zoning of the Property.

Possession of the Property shall be transferred to the Purchaser at closing.
5. Time of the Essence; Closing: Time is expressly declared to be of the essence of this Contract. The sale of the Property shall be closed on or before October 30, 1992, or such other date as the parties may in writing agree to hereafter. Each party shall fully perform all of its obligations hereunder at such times as to insure closing within the period herein specified, or any extension thereof.
6. Remedies: If the Purchaser fails or refuses to comply with the conditions assumed by it or to perform all its obligations hereunder, the Seller may, at its option:

- a. Hold and retain the Initial Deposit Money and any additional funds paid or deposited by the Purchaser as liquidated damages for breach of this Contract, and rescind and terminate the Contract, whereupon all rights and obligations hereunder shall cease; or
- b. Enforce this Contract by appropriate action, including an action for specific performance, or for damages for breach, and retain all monies paid or deposited by the Purchaser pending the determination of such action. Seller shall give the Purchaser written notice of election with respect to the exercise of either of these options.

If the Seller fails or refuses to perform its obligations hereunder, including the furnishing of good title as herein defined and the transfer of possession, the Purchaser may either:

- a. Rescind the Contract and recover the Initial Deposit Money and any other funds paid or deposited by the Purchaser hereunder, and all expenses paid or incurred by it with respect to this Contract; or
- b. Pursue an action against the Seller for damages for breach of Contract; or
- c. Pursue an action against the Seller for specific performance. Seller shall give the Purchaser written notice of election with respect to the exercise of any of these options.

7. Assignment; Modification; Entire Agreement of Parties Expressed:

No right or interest of the Purchaser hereunder shall be assigned to any other party other than CWH without the prior written consent of the Seller, which consent shall not be unreasonably withheld.

No modification of this Contract shall be valid or binding unless such modification is in writing, duly dated and signed by both parties.

This instrument constitutes the entire agreement between the parties. Neither party shall be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. All previous negotiations, statements and preliminary instruments by the parties or their representatives are merged in this instrument.

8. Signature and Effective Date: This instrument shall not be effective as a Contract until duly signed by both parties. The dates of execution and effective dates of the Contract is the date first hereinabove set forth.

9. UDAG: As soon as reasonably possible, but no later than September 1, 1992, Seller shall file with HUD an amendment to the UDAG requesting that HUD approve funding of the Project as an element of the UDAG; provided, however, Seller shall provide the Purchaser with a copy of the proposed amendment and solicit comments thereto from the Purchaser prior to submitting it to HUD.

Immediately after the Seller receives written notice of such deadline established by HUD to submit the documents referred to in paragraphs 1 (iv) (a) (b) and (c), Seller shall also provide the Purchaser with written notice of such deadline.

10. Contingencies:

- a. As to the Seller: This Contract, at the sole election of the Seller, shall be contingent upon the approval of this Contract by the City Council of Charleston, South Carolina.

- b. As to the Purchaser: This Contract, at the sole election of the Purchaser, shall be contingent upon:
- (i) the Purchaser obtaining an environmental audit on the Property satisfactory to Purchaser and the lender on the Project;
 - (ii) HUD approving an amendment to the UDAG establishing funding of the Project an element of the UDAG; and
 - (iii) Seller providing the Purchaser, on or before September 30, 1992, with the final form of the development agreement referred to in paragraph (iv)(a) herein which has been negotiated by and approved by the Seller and the Purchaser.
11. Survival: Seller and Purchaser expressly agree that the terms of this Contract shall survive Closing and delivery of the deed for the Property.
12. Approval: If the approval of either Seller or Purchaser is required by a term of this Contract, the parties hereby agree such approval shall not be unreasonably withheld.
13. Environmental Matters: To the best of the Seller's knowledge, the Property has not been identified by any federal, state or local agency as a site requiring environmental investigation or clean up; provided, however, the Purchaser must conduct its own investigation of such environmental matters relating to the Property.
14. Addresses and Notices: Any notice, demand, request or report required or permitted to be given or made under this Contract or Exhibit "A" shall be in writing to each of the parties listed below and shall be deemed given or made: (a) when delivered in person, (b) when sent by telecopier or similar transmission (to be effective when receipt is acknowledged), (c) one (1) day after sent by overnight courier or (d) three (3) days after sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to the Seller: _____

With a copy to: _____

If to the Purchaser or CWH: William J. Gilliam and
 Thomas Goldsworthy
 135 East 57th Street, 32nd
 Floor
 New York, NY 10002

With a copy to: Susan Legare
 Concord Walk Hotel, L.C.
 215 East Bay Street, Suite
 500
 Charleston, SC 29401

With a copy to: Steven M. Pesner, Esq.
and Lori C. Seegers,
Esq.
Anderson Kill Olick &
Oshinsky, P.C.
666 Third Avenue
New York, NY 10017

With a copy to: Kaz Murase, President
Murase Associates,
Inc.
Akasaka Moatside 1105
1-7, Motoakasaka
1-Chome
Minato-Ku, Tokyo 107 Japan

With a copy to: Reizo Maruyama
Kawashima America, Inc.
432
Tatetomita-Cho
Ichijo-Aguaru
Higashihorikawa-Dori
Kamigyo-Ku
Kyoto 602 Japan

With a copy to: Jun Norisugi, Esq.
Masuda & Ejiri
Shosen-Mitsui Bldg. 3rd
Floor
1-1, Toranomom
2-Chome
Minato-Ku, Tokyo 105 Japan

With a copy to: W. Edward Clingman, Jr.,
Esq.
McGuire Woods
Battle & Boothe
1 James Center
Richmond, VA 23219

or such other address as may have been given by any such party to the other parties for purposes of notice.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first written above.

NEW CHARLESTON CONCORD WALK, L.P.
A SOUTH CAROLINA LIMITED PARTNERSHIP

BY:____
ITS:____

CITY OF CHARLESTON

BY:____
ITS:____

EXHIBIT A

The within conveyance is subject to the following restrictions covenants, and easements which shall be binding on the Grantee, its successors and assigns and shall run with the Property:

1. For a period of thirty (30) years from the date of conveyance of the Property to the Grantee, the Property shall be utilized only as an inn or hotel, with associated office, restaurant, retail, conference and health club space; provided, however, Grantor expressly acknowledges and agrees on behalf of itself and its successors and assigns that the Property or any portion thereof including the inn or hotel and the aforesaid office, restaurant, retail, conference and health club space can be owned, leased to and/or operated by one or more third parties, subject to applicable zoning ordinances.
2. The Grantee shall construct, or cause to be constructed, on the Property, the project known as the Concord Walk Hotel Project which shall consist of an inn or hotel with associated office, restaurant, retail, conference and health club space as shown on the plans and renderings prepared by Robert A. M. Stern, Architects, on file in the Grantor's Department of Planning and Urban Development, which plans received preliminary approval of the Grantor's Board of Architectural Review on March 14, 1990, as such plans may be amended from time to time and approved by the Grantor and its Board of Architectural Review (the "Project").
3. If the Grantee fails to provide or cause to be provided to the Grantor, on or before the later of twelve (12) months from the date of conveyance of the Property to Grantee or the submission deadline established by the United States Department of Housing and Urban Development ("HUD") to secure approval to draw down funds on UDAG Grant No. B-86-AA-45-0033, as amended (the "UDAG"), the following documents:
 - (a) An executed development agreement for the construction of the Project which complies with the terms of the agreement governing the UDAG (the "UDAG Agreement");
 - (b) Evidence of a loan commitment or a loan to fund construction of the Project which complies with the terms of the UDAG Agreement; and
 - (c) Evidence of liquid assets of the Grantee, CWH or Kawashima America, Inc. necessary to fund construction of the Project in conjunction with the loan referred to in subparagraph (b) above, which evidence of liquid assets complies with the terms of the UDAG Agreement.

Then in such event, the Property shall revert back to the Grantor, its successors and assigns, free and clear of all liens and encumbrances except for "Permitted Exceptions". For purposes hereof, "Permitted Exceptions" shall include any lien or encumbrance affecting the Property as of the time title is transferred from the Grantor to the Grantee and any other lien or encumbrance arising thereafter which the Grantor approves in writing. In the event the Property reverts back to the Grantor, its successors and assigns, any principal reduction payments made

on the Note from the Grantee to the Grantor of even date herewith (the "Note") up to that point in time shall be refunded by the Grantor to the Grantee and the Note shall be null and void.

If Grantee provides or causes to be provided to Grantor the items set forth in subparagraphs (a), (b), and (c) above within the above specified time, but approval to draw down the UDAG funds is not given by HUD, the Grantor may, at its option, declare all principal and accrued interest due pursuant to the Note to be due and payable within ninety (90) days of written demand to Grantee. If the Note is not paid within the aforesaid ninety (90) day period, the Property shall revert back to the Grantor, its successors and assigns, free and clear of all encumbrances except "Permitted Exceptions." In the event the Property reverts back to the Grantor, its successors and assigns, any principal reduction payments made on the Note up to that point in time shall be refunded by the Grantor to Grantee and the Note shall be null and void.

4. If the construction of the Project is not commenced (as hereinafter defined) within eighteen (18) months of the date of conveyance of the Property to Grantee, the Property shall revert to the Grantor, its successors and assigns, free and clear of all liens and encumbrances except "Permitted Exceptions", within thirty (30) days of written demand by the Grantor, unless CWH or Kawashima America, Inc. fulfills the obligations of Grantee to the Grantor with regard to the Project prior to expiration of said thirty (30) day period. In the event the Property reverts back to the Grantor, its successors and assigns, any principal reduction payments made on the Note which have been received by the Grantor up to that point in time shall be refunded by the Grantor to Grantee and the Note shall be null and void.

For purposes hereof, "commence construction" means the execution and award by Grantee or CWH of a bonafide construction contract for the Project, and the completion of all demolition, grading, excavation and pile driving as may be necessary for the foundation of the Project.

5. The Grantor hereby reserves for itself, its successors and assigns and members of the general public, appurtenant perpetual easements for view and pedestrian ingress and egress to and from Prioleau Street and other lands of the Grantor across such portions of the Property as would be included within the paved widths of North Atlantic Wharf, Cordes Street and Gendron Street if such streets were extended across the Property from the eastern right-of-way of Prioleau Street in an easterly direction across the Property to other property of the Grantor (hereinafter the "Easement Areas"); it being expressly understood and agreed that for purposes hereof the paved width of North Atlantic Wharf is nineteen and eight-tenths feet (19.8'), the paved width of Cordes Street is nineteen and six-tenths feet (19.6') and the paved width of Gendron Street is nineteen and eight-tenths feet (19.8').

The Easement Areas shall be open to, and accessible by, the Grantor and members of the general public, by foot, it being the intention of the Grantor to reserve for itself, its successors and assigns and members of the general public, an appurtenant perpetual easement for view and pedestrian ingress and egress to and from Prioleau Street, across such portions of the Property as are incorporated in the Easement Areas to other property of the Grantor; provided, however, the Grantee, its successors and assigns, shall be entitled to limit or prohibit access to, and use of, the Easement Areas by the Grantor, its successors and assigns and members of the general public, on a daily basis between the hours of 12:00 a.m. and 7:00 a.m.

6. Unless the Board of Architectural Review of the City of Charleston, South Carolina agrees otherwise, there shall be no construction or other similar intrusion from grade to a point nineteen feet (19') above grade in such portions of the Property that are included in the Easement Areas except any one or more of the following provided they are approved by the Board of Architectural Review of the City of Charleston, South Carolina: (a) paving or other surface finish; (b) planting of vegetation; or (c) the arched bridgeways across each of the Easement Areas, as shown on the plans and renderings on the Project prepared by Robert A. M. Stern, Architects, on file in the Grantor's Department of Planning and Urban Development which received preliminary approval of the Grantor's Board of Architectural Review on March 14, 1990.

Ratification
Number 1992-79

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 719 ST. ANDREWS BOULEVARD, ST. ANDREWS PARISH (TMS# 418-14-00-149) (.25 ACRE) 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, 719 St. Andrews Boulevard, (.25 acre) in St. Andrews Parish, identified by the Charleston County Assessors Office as TMS# 418-14-00-149 and all adjacent public rights-of-way. (See attached map). (Note: Map is attached to original ordinance.)

Section 3.

This Ordinance shall become effective upon ratification.

Ratification
Number 1992-80

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1615 AND 1618 DOGWOOD ROAD (TMS# 353-03-00-23 AND 64), 2193 AND 2197 PIERPONT AVENUE (TMS# 353-03-00-63 AND 62) ST. ANDREWS PARISH (1.3 ACRES) 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, 1615 and 1618 Dogwood Road and 2193 and 2197 Pierpont Avenue in St. Andrews Parish, identified by the Charleston County Assessors Office as (TMS# 353-03-00-23, 62, 63, 64) and all adjacent public rights-of-way. (See attached map). (Note: Map is attached to original ordinance.)

Section 3.

This Ordinance shall become effective upon ratification.

Ratification
Number 1992-81

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS NUMBERS 20 THROUGH 24, 26, 28 AND 30 HUNTERS FOREST DRIVE, ST. ANDREWS PARISH (TMS#S

358-07-00-072, 073, 076 - 081) (3.2 ACRES) 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 seventy-five (75%) per cent of the freeholders owning more than seventy-five (75%) per cent of the assessed valuation of real property in the area requesting annexation.
- b) The City Council of Charleston has received a Petition requesting that tracts of land in Berkeley County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by seventy-five (75%) per cent of the freeholders owning more than seventy-five (75%) per cent of the assessed valuation of real property 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, Nos. 20 - 24, 26, 28 and 30 Hunters Forest Drive (3.2 acres) in St. Andrews Parish, identified by the Charleston County Assessors Office as TMS# 358-07-00-072, 073, 076 - 081 and all adjacent public rights-of-way. (See attached map). (Note: Map is attached to original ordinance.)

Section 3.

This Ordinance shall become effective upon ratification.

Ratification
Number 1992-82

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 3093 ASHLEY RIVER ROAD, 16 SHADOWMOSS PARKWAY, AND 45 HUNTERS FOREST DRIVE, ST. ANDREWS PARISH (TMS# 358-00-00-022, 023; 358-07-00-008 AND 046) (100 ACRES) 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 seventy-five (75%) per cent of the freeholders owning more than seventy-five (75%) per cent of the assessed valuation of real property in the area requesting annexation.
- b) The City Council of Charleston has received a Petition requesting that tracts of land in Berkeley County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by seventy-five (75%) per cent of the freeholders owning more than seventy-five (75%) per cent of the assessed valuation of real property 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 (3093, Ashley River Road, 16 Shadowmoss Parkway and 45 Hunters Forest Drive, St. Andrews Parish, Charleston County) is identified by the Charleston County Assessor's Office as Tax Map Numbers 358-00-00-022 and 023; 358-07-008 and 046 and all public rights-of-way. (See attached map). (Note: Map is attached to original ordinance.)

Section 3.

This Ordinance shall become effective upon ratification.

Ratification
Number 1992-83

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1064 GARDNER ROAD (4.6 ACRES) (TMS# 351-15-00-002), 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.

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, 1064 Gardner Road, (4.6 acres), St. Andrews Parish, Charleston County, is identified by the Assessor's Office as TMS# 351-15-00-002 (see attached map) and all adjacent public rights-of-way. (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

Ratification
Number 1992-84

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTIES KNOWN AS 802, 804, 808, 811, 812, 816, 817, 821, 822, 826, 830, 835, 839, 840, AND 843 SHELDON ROAD; 602, 604 AND 608 ST. ANDREWS BOULEVARD; AND 812, 813, 817, 823, 827 AND 831 ST. DENNIS DRIVE (52.9 ACRES) (TMS#S 418-00-00-001 AND 421-03-00-066 THROUGH 073, 075, 080 THROUGH 087, 092, 094, 095, 096, 099, 100 AND 101), ST. ANDREWS PARISH, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND TO MAKE THEM PART OF DISTRICT 8.

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

Section 1. Findings of Fact

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

- a) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by seventy-five (75%) per cent of the freeholders owning more than seventy-five (75%) per cent of the assessed valuation of real property 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 seventy-five (75%) per cent of the freeholders owning more than seventy-five (75%) per cent of the assessed valuation of real property in the area requesting annexation.
- c) The area comprising the said property is contiguous to the City of Charleston.

Section 2.

Pursuant to Section 5-3-150, Code of Laws of South Carolina, (1976) as amended, the following described property be and hereby is annexed to and made a part of the City of Charleston and is annexed to and made a part of present District 8 of the City of Charleston, to wit:

SAID PROPERTIES to be annexed, 802, 804, 808, 811, 812, 816, 817, 821, 822, 826, 830, 835, 839, 840 and 843 Sheldon Road; 602, 604 and 608 St. Andrews Boulevard; and 812, 813, 817, 823, 827 and 831 St. Dennis Drive (52.9 acres) St. Andrews Parish, Charleston County, is identified by the Assessor's Office as TMS#'s 418-00-00-001 and 421-03-00-066 through 073, 075, 080 through 087, 092, 094, 095, 096, 099, 100 and 101 (see attached map) and all adjacent public rights-of-way. (Note: Map is attached to original ordinance.)

Section 3.

This Ordinance shall become effective upon ratification.

Ratification
Number 1992-85

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTIES KNOWN AS 2321 A-G AND 2330 A-F APPLEBEE WAY; AND 2332 - 2362 (EVEN NUMBERS ONLY) APPLEBEE WAY (3.6 ACRES) (TMS# 310-11-00-079 THROUGH 095; AND 098 THROUGH 110), ST. ANDREWS PARISH, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND TO MAKE THEM 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 PROPERTIES to be annexed 2321 A-G and 2330 A-F Applebee Way; and 2332 - 2362 (Even Numbers Only) Applebee Way (3.6 acres), St. Andrews Parish, Charleston

County, is identified by the Assessor's Office as TMS# 310-11-00-79 through 95; and 098 through 110 (see attached map) and all adjacent public rights-of-way. (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

Ratification
Number 1992-86

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF 31.2 ACRES OFF CAMP ROAD, WEST OF YORKTOWN DRIVE (TMS# 337-00-00-092), JAMES ISLAND CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 12.

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 12 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 31.2 acres off Camp Road, west of Yorktown Drive James Island, Charleston County, is identified by the Assessor's Office as TMS# 337-00-00-092 (see attached map) and all adjacent public rights-of-way. (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

Ratification
Number 1992-88

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1811 MEADOWLAWN DRIVE (0.2 ACRE) (TMS# 351-15-00-037), ST. ANDREWS PARISH, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 11.

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

Section 1. Findings of Fact

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

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

Section 2.

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

SAID PROPERTY to be annexed, 1811 Meadowlawn Drive (0.2 acres) St. Andrews Parish, Charleston County, is identified by the Assessor's Office as TMS# 351-15-00-037 (see attached map) and all adjacent public rights-of-way. (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

Ratification
Number 1992-87

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 516 ARLINGTON DRIVE - UNITS A-1 TO A-8, B-1 TO B-8; 506 ARLINGTON DRIVE - A TO J; 508 ARLINGTON DRIVE - A TO F; 2039, 2045 AND 2050 RONDO DRIVE - A TO F; AND 2040 AND 2073 RONDO DRIVE - A TO J (4.7 ACRES) (TMS# 310-07-00-093), ST. ANDREWS PARISH, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 11.

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

Section 1. Findings of Fact

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

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

Section 2.

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

SAID PROPERTY to be annexed, 516 Arlington Drive - Units A-1 to A-8, B-1 to B-8; 506 Arlington Drive - A to J; 508 Arlington Drive - A to F; 2039, 2045 and 2050 Rondo Drive - A to F; and 2040 and 2073 Rondo Drive A to J (4.7 acres), St. Andrews Parish, Charleston County, is identified by the Assessor's Office as TMS# 310-07-00-093 (see attached map) and all adjacent public rights-of-way. (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

Ratification
Number 1992-89

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTIES KNOWN AS 1635 AND 1639 MEMMINGER AVENUE (0.5 ACRES) (TMS# 351-11-00-107 AND 108), 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 PROPERTIES to be annexed, 1635 and 1639 Memminger Avenue (0.5 acres), St. Andrews Parish, Charleston County, is identified by the Assessor's Office as TMS# 351-11-00-107 and 108 (see attached map) and all adjacent public rights-of-way. (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

Ratification
Number 1992-90

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 848 SAVAGE ROAD (0.2 ACRES) (TMS# 309-15-00-016), 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, 848 Savage Road (0.2 acres) St. Andrews Parish, Charleston County is identified by the Assessor's Office as TMS# 309-15-00-016 (see attached map) and all adjacent public rights-of-way. (Note: Map is attached to original ordinance.)

Section 3.

This ordinance shall become effective upon ratification.

The Mayor noted with the above action, the City of Charleston would be getting two very fine and distinguished new citizens, namely, Mr. and Mrs. Richard J. Green (or Dick and Dotti Green), who respectively are members of the City's Department of Administrative Services and Clerk of Council's staff. He observed that Dotti Green was at this evening's City Council meeting. A round of applause followed.

Next on the agenda were two bills up for second reading. In response to a question asked by Councilmember Smythe concerning one of the bills, namely, the bill authorizing the Mayor to execute all documents necessary to transfer to the Highway Department 12.31 acres, more or less, bearing TMS# 475-00-00-005, Assistant Corporation Counsel Adelaide Myrick explained this transfer of land was in connection with a swap of City-owned property in North Charleston for Highway Department property to be part of the Ardmore drainage project.

On motion of Councilmember Ader, seconded by Councilmember Stephens, the following two bills received first reading:

A BILL

TO AMEND RESTRICTIVE COVENANTS FOR A PROPERTY LOCATED ON PINEVIEW ROAD APPROXIMATELY 640 FEET EAST OF WAPPOO ROAD.

WHEREAS, by Ordinance 1988-57, the City Council zoned part of said property containing 3.0 acres, more or less, and located at the northwest corner of Tax Map Parcel 351-16-00-003, the zoning classification of LB (Limited Business); and

WHEREAS, the owner of the properties executed certain Restrictive Covenants encumbering the properties, which covenants are recorded in the Records Mesne Conveyance Office for Charleston County, in Book F178, at Page 650, and which allow for the City Council to amend the covenants; and

WHEREAS, City Council has determined that an amendment to the Restrictive Covenants is necessary and in the public interest.

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

Section 1. Those certain Restrictive Covenants dated June 6, 1988, and recorded in the Records Mesne Conveyance Office for Charleston County in Book F178, at Page 650, are hereby amended pursuant to the conditions as are set forth in the Amendment to Restrictive Covenants, shown as Exhibit A.

Section 2. This Ordinance shall become effective upon ratification.

STATE OF SOUTH CAROLINA

)

)

AMENDMENT TO
RESTRICTIVE
COVENANTS RECORDED
IN BOOK F178 AT PAGE 650

COUNTY OF CHARLESTON)

WHEREAS, by document dated June 6, 1988 and recorded in the Records Mesne Conveyance Office for Charleston County in Book F178 at Page 650, the property more fully described in Exhibit A was encumbered by Restrictive Covenants to wit; and

WHEREAS, Item Four of the aforesaid Covenants provides that the Covenants may be amended by the City Council of Charleston; and

WHEREAS, the City Council of Charleston, by virtue of Ordinance No. 1992-_____, ratified on _____, has agreed to amend the Covenants hereinafter set forth; and

WHEREAS, the record owners of the properties subject to the amendment have agreed to the same by virtue of their signatures herein;

NOW, THEREFORE, in consideration of the foregoing, the Restrictive Covenants as recorded in Book F178, at Page 650, in the R.M.C. Office for Charleston County are amended as follows:

1. Paragraph 1 of the Restrictive Covenants recorded in Book F178, at Page 650, is hereby amended by deleting it in its entirety.
2. Except as amended herein, all other provisions, terms and conditions of the Restrictive Covenants as set forth in Book F178, at Page 650, shall, and do, remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of this 14th day of July, 1992.

BY: Carolina Devcon

BY:

ITS: General Partner

DESCRIPTION OF PROPERTY

ALL THAT PIECE, parcel or tract of land, situate, lying and being in the City of Charleston, Charleston County, South Carolina, measuring and containing 14.687 ACRES, a little more or less, and shown on a plat entitled "BOUNDARY SURVEY OF A 14.687 AC. PARCEL" by Forsberg Engineering and Surveying, Inc., dated April 23, 1992 and recorded in the R.M.C. Office for Charleston County in Plat Book "C-G" at Page 171 on April 23, 1992; to which reference is craved for a more complete and full description.

BEING THE SAME PROPERTY conveyed to Joe Ford Construction, a Limited Partnership by Deed of Carolina Devcon, a Partnership dated May 18, 1992 and to be recorded simultaneously herewith.

A BILL

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF CHARLESTON ALL DOCUMENTS NECESSARY TO TRANSFER TO THE SOUTH CAROLINA DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION THAT CERTAIN PIECE OF PROPERTY OWNED BY THE CITY, MORE COMMONLY KNOWN AS 12.31 ACRES, MORE OR LESS, LYING AND BEING IN THE COUNTY OF CHARLESTON, STATE OF SOUTH CAROLINA, BEARING TMS NO. 475-00-00-005.

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

Section 1. The Mayor is hereby authorized to execute on behalf of the City of Charleston all documents necessary to transfer to the South Carolina Department of Highways and Public Transportation that certain piece of property owned by the City, more commonly known as 12.31 acres, more or less, lying and being in the County of Charleston, State of South Carolina, bearing TMS No. 475-00-00-005.

Section 2. This Ordinance shall become effective upon ratification.

The following were nominated by the Mayor and confirmed by City Council:

BOARDS AND COMMISSIONS - 1992

APPOINTMENTS

BOARD OF ADJUSTMENT - ZONING

Thomas McFall (Nov. 1994)
Michael Robinson (Nov. 1994)
Robert F. Rowe (Nov. 1993)
Leonard Krawcheck (Nov. 1995)
D. E. "Sis" Inabinet (Nov. 1993)
Sandra Campbell (Nov. 1993)
Sam Altman (Nov. 1993)

BOARD OF ADJUSTMENT - SITE DESIGN

Robert Rowe (1995)
Robert Rymer (1993)
Barbara Ellison (1993)
Sheila Wertimer (1993)
George V. Hyams (1994)
Edward Pritchard, III (1995)

BOARD OF ADJUSTMENT AND APPEALS UNDER THE STANDARD BUILDING CODE

Fred S. McKay (1995)
Robert Ballard (1996)
Sherri Liollo (1994)
Russell A. Rosen (1995)
James C. Meadors (1994)
Ray Frish
Boyd Wood

BOARD OF ARCHITECTURAL REVIEW

Gary Crafts (1994)
Charles L. Wyrick, Jr. (1996)
Jeffrey Rosenblum (1994)
Frances Edmunds (1994)
Fred Reinhard (1996)
D. William Wallace (1996)
Tamara C. Curry (1996)

CAROLINA ART ASSOCIATION BOARD

Councilmember Henry B. Smythe, Jr.
Mrs. Kitty Robinson

CHARLESTON MUSEUM, BOARD OF TRUSTEES

Councilmember Hilda Hutchinson-Jefferson
Councilmember Mary R. Ader

CYPRESS GARDENS, BOARD OF TRUSTEES

Benjamin Chapman
Harmon Shade
Bryan Sorenson
Ralph M. Hendricks
John Brumgardt (Chas Museum)
Councilmember Hilda Hutchinson-Jefferson, Chm.
Robert M. Hollings, Jr.
Mrs. Carola Lott
Lawrence A. Walker (Historic Charleston Foundation)
Councilmember W. L. Stephens, Jr.

BOARD OF FIREMASTERS

Robert E. Molony
Ashley B. Hutchinson
William Richardson
Alexander Gourdine
Councilmember Mary Ader
Richard Brewer, Jr.
Bobby Herbert
Ronald Plunkett
Queen Esther Jenkins
Herbert Dantzler
Councilmember Ligure Ellington

FIREMEN'S INSURANCE AND INSPECTION FUND TRUSTEES

Chief Russell B. Thomas
Robert Molony
James W. Etheredge
John Chisolm (1996)
Bobby Herbert (1994)

HOUSING BOARD OF APPEALS

F. Lamar Wiley
A. Peter Shahid
Mrs. Maranda Holmes
Saundra L. Williams
Joseph Schachte

COMMISSIONS

ACCOMMODATIONS TAX ADVISORY COMMITTEE

Dean Andrews
Ann Andrus
Michael C. Mears
Councilmember W. L. Stephens
Theodore Stern
John Matthews
George E. Campsen, III

John Edwards

ARTS AND HISTORY COMMISSION

Ms. Bernice DeCosta-Davis
Mrs. Charles Waring, Jr.
Robert Rosen, Esq.
Mrs. Jeffery Rosenblum
Councilmember Hilda Hutchinson-Jefferson
deRosset Myers, Esq., Chairman
Mrs. James Stuckey
Mrs. Mary C. Ramsey
Councilmember Yvonne Evans

AVIATION COMMISSION, CHARLESTON COUNTY

Linda D. Soutter, CPA

CENTRAL BUSINESS DISTRICT REVITALIZATION COMMISSION

Frank Haygood (1995)
Cynthia Coker (1995)
Maurice Fox (1995)
Reuben Reeder (1995)
Councilmember Yvonne Evans
Jeri Jillich (1993)
Kristine Holmes (1993)
Dale Slater (1993)
Bob Marchant (1993)
Sue Prenner (1994)
Anne Moise (1994)
Gerald Meyerson (1994)
Daryle Milligan (1994)
Councilmember Hilda H. Jefferson

CITY MARKET ADVISORY COMMISSION

Mrs. Cathy Swanson
Mrs. Kris Holmes, Chrm.
Thomas Ervin

Councilmember Yvonne Evans
Frank Randall
Philip Przyborowski
Edward F. Mullan, Jr.
Edward (Skip) Condon
Councilmember Maurice Washington

COLONIAL COMMONS AND ASHLEY RIVER EMBANKMENT COMMISSION

Walter V. Duane
John Tecklenburg
Thomas Palmer
Wynona G. Mills
Clare Cochran
Mrs. Anna Cox
Mamie D. Thomas
Mary Shahid
Donald E. Bennett
Ernest A. Tunnell

ELECTION COMMISSION, MUNICIPAL

Wm. H. Jordan (1995)
Bachman S. Smith, III (1993)
Mrs. Carolyn Johnson (1997)

GOLF COURSE COMMISSION, MUNICIPAL

Alan Rubin
Benjamin Horne
Philip Slotin, Chm.
Ernest Masters
Councilmember Mary R. Ader
Mrs. Katherine Hancock
Ernest Middleton
Abe Brown
Jenkins Witte (Edisto Realty)
Councilmember John D. Thomas

HOUSING AUTHORITY OF CITY OF CHARLESTON

Rev. Z. L. Grady (1996)
James L. Crowe (1995)
Mrs. Sarah Green (1994)
Frank Crawford, Jr. (1995)
Henry Williams (1995)
Bonnie Lester (1993)

HOUSING TRUST INITIATIVES COMMISSION, CHARLESTON

Councilmember Yvonne Evans
Ms. Sharon Brennan
Ms. Camille Potts
Councilmember Brenda C. Scott
Charles Chase

JURY COMMISSION

Mary R. Wrixon, Clerk of Council
Dorothy T. Green, Assistant Clerk of Council
Sharon Hartwell, Clerk of Court

MARION SQUARE, COMMISSION

Citadel President
City Council appointees (3)
Ms. Nancy Davenport
Appointees of WLI/Sumter Guards Board of Officers (3)
John G. Thornhill
Ms. Ruby Cornwall

MAYOR'S COMMISSION ON HANDICAPPED

Ms. Jean Hutchinson

MUNICIPAL COURT JUDGES

Judge Arthur C. McFarland
Associate Judge Thomas P. Morrison
Associate Judge Charles L. Allen
Associate Judge Joseph S. Mendelsohn
Associate Judge Veronica Small

PLANNING AND ZONING COMMISSION, CITY

Councilmember Yvonne Evans, Chm.

Beatrice Harleston
Councilmember Mary Ader
Councilmember Brenda Scott
Victor Lipe
Barbara Ellison
Mrs. Ben Legare
Francis X. McCann
Sunday Lempesis
Sandra Campbell

RECREATION COMMISSION

Betsy Reynolds
Meyer Lipman
Charles Shine
Audrey Runey
Sarah Finkelstein
James C. Edwards, Jr.
David Bendt
Councilmember Larry Shirley, Chm.
Councilmember Maurice Washington
Tom Bass
Kay Kennerty, Chm.
Ward Irvin
Jerry L. Brown
Councilmember John D. Thomas, VChm.
Councilmember Brenda C. Scott
Angelo Anastopoulo, Jr.
Margaret C. Counts
Dwayne Goodman

REDEVELOPMENT AND PRESERVATION, COMMISSION ON

Capers G. Barr, III, Chm.
Jerome Clemons
Bart Gummere
Councilmember Ellington

Joseph McFarland
Ezekial Cross
Naomi White
Councilmember W. L. Stephens
Frances Mack
Akim Anastopoulo
Tom Baker

TALL SHIPS COMMITTEE

Russell S. Harley, MD, Chairman

WOMEN, COMMISSION OF

Virginia Morgan (1995)
Sara Hampton (1995)
Carolyn J.P. Shaw (1995)
(1992)
Claire O'Neill (1995)
Councilmember Hilda Hutchinson-Jefferson
(1993)
Joan Barnes (1993)
Beatrice Harleston (1993)
Alma Joseph (1993)
Maranda Holmes (1994)
Cynthia M. Smith (1994)
(1994)
Hattie Jackson (1994)
Johnnie J. Wineglass (1994)

YACHT BASIN COMMISSION

Dr. Robert Sadler
Lonnie Hamilton
Lorraine Perry Reese
Councilmember W. L. Stephens, Jr.
Herman Singleton
Fred Martschink
Scott Wallace

Otis Conklin, Jr., Chm.

George Scarborough

Councilmember Yvonne Evans

Commodore, Charleston Yacht Club (Ex-Officio) Ted King

MAYOR'S COMMISSION ON CHILDREN

Mrs. Brenda Tolomea, Chm.

Leon Burton

Ms. T. C. Drayton

Ms. Ruth Heffron

Ed Ledford

Rev. Charles C. McLamore

Ms. Yvonne Orr

Dr. Qwendolyn Todd-Jones

Tom Blazer

Ms. Dee Crosby

Art Gailliard

Frank Johnson

Ms. Linda Lingle

Ms. Margie Moore

David Sklarz

Ms. Elizabeth Boineau

Dr. Charles Darby

Mrs. Esther Ferguson

Ms. Janet Key

Montez Martin

Florence H. Norton

The Hon. James J. Bailey

CLEAN CITY COMMISSION

Councilmember Mary Ader

Robert A. Daniel, Chm.

Dr. James M. Holman

Carolyn Johnson

W. Harold Koon

James B. Lubs
Col. D.D. Nicholson
Catherine Beck
Donna Jacobs
Delores Davis
Councilmember Thomas
Mike Bolchoz
Mrs. Ann Andrus
J. Douglas Donehue
Kristine Holmes
Barbara Keil
James Lewis, Jr.
Marjorie Montgomery
Frances Platts
Judy Brasilton
Lynn Sentell
Iona Sanders
Charles Washington
Michael Condon
Willie Forrest
Mary Ivester
Brenda Kerrison
Susan Liipfert
Robt. Molholland
Catherine Robinson
Verbia Quattlebaum
Freddie Stewart
Jane L. Thornhill
Elizabeth Young

The Mayor explained that with the passage of the new State Ethics Act many questions arose concerning appointments to the boards and commission, which explained the reason for the delay in the appointments. He noted that present at this evening's meeting was a new

member of the Board of Architectural Review, Tamara Cunningham Curry. Ms. Curry rose to be recognized.

Councilmember Washington noted that Ms. Shelley Clark-Glidewell was present at this meeting. He explained that Ms. Glidewell worked hard to put together the plan for the Hampton Park recreational lane which he presented earlier in this meeting. City Council joined Councilmember Washington in commending Ms. Glidewell for her hard work.

Next, the Mayor briefed City Council on his proposal to have the School Board's administrative offices moved to Calhoun Street in front of the Gaillard Municipal Auditorium.

He began by recalling City Council's hard work over the past sixteen years to meet head on one of the most enduring challenges of cities in America, which is to preserve the "core" -- to keep it a place of beauty and excitement, activity and commerce. Every resident of the metropolitan area, he said, wants the core central city to be safe, attractive and energetic.

The Mayor continued by saying a part of that in any city is the presence of court houses, bank headquarters, chambers of commerce, United Ways, county administrative headquarters and school boards, all of which this administration has worked hard to keep in Charleston.

He elaborated briefly on their importance to the core central city's economy and their impact on the city when they relocate elsewhere. He pointed out when they move away the impact goes against all the investment that has gone into the core central city.

The Mayor explained the Charleston County School Board was looking at the Public Savings Life building on Meeting Street and the belief was that it was a "done deal". It was then learned that something came up and the School Board looked at another piece of property on Sam Rittenberg Blvd. He believed it would be a real loss for the community if that were to happen.

It was hard for him to argue to the County the need for their presence to remain downtown on the peninsula but not argue the same thing for the school board headquarters, he said, or all of the other entities that have elected to stay here and invest in the future of this city.

Each part of a community has a role, the Mayor said. He noted this administration worked hard on the 61 Expressway, or, the 61 Plan, to create for a quality residential neighborhood and a good quality of life. The entire city benefits when that happens, he pointed out. All of the citizens benefit when the center of their city is vibrant and alive.

The Mayor explained that in the Calhoun Street Plan, which the City prepared, it was recommended that Calhoun Street become an urban boulevard and the surface lot in front of the Auditorium eventually have on the Calhoun Street side a building to frame it. He pointed out this conforms to what great urban boulevards have -- buildings on the street, trees in front of it -- the public realm that everyone feels enriched by.

He stated when he saw that the School Board was looking at moving, he asked the staff to get together and come up with some ideas. Subsequently, a proposal was put together which he hoped the School Board would find acceptable.

As the proposal was being developed, the Mayor said he recalled Councilmember Thomas' courteous urging over the years about the benefits of a new or another City building where many of the City's agencies could go. It seemed to him the Calhoun Street site would be a perfect location. He pointed out the public likes governments to cooperate. The proposal that was submitted to the School Board had their headquarters, as well as various City offices, in the same building.

He felt City Hall could afford to be depopulated and some of the rooms restored to their original shape so it would be a nicer building for the public. His thinking was that the Clerk of Council's office could be given the occupancy of some of the rooms in City Hall. Perhaps the Administrative Services Department could be moved to 116 Meeting Street, and the Planning Department, the Engineering Department, the Building Permits Office, and other City offices could be located in the proposed new building on Calhoun Street so that citizens doing business with the City could do "one stop shopping". He also thought a parking deck could be constructed behind the new building on Calhoun Street which, he said, the Auditorium needs for evening events. The parking deck would also provide parking in the daytime for the offices in the proposed new building.

Under the proposal, he pointed out, the public schools administrative building would be directly across the street from the new County library.

The Mayor felt if a person were to design a city "from scratch", this is what would be done. He agreed the proposal he had described needed to be studied further and a decision made, but felt in this proposal that everyone would come out a winner.

He said he knew there was some sentiment that the School Board's offices should be moved to Sam Rittenberg Boulevard. On this issue, the Mayor stated the City is working on a new building adjacent to Sam Rittenberg Boulevard, which he hoped would be of great service to that neighborhood. He added that the City is also working on another one about a quarter of a mile away near where Sam Rittenberg comes into Highway 17. He pointed out there are things that you do in different sections of a city. The only covered swimming pool (the W. L. Stephens, Jr. Swimming Pool) and the only substantial tennis complex are west of the Ashley. He also called attention to the new James Island Recreation Center and to the new park that is being constructed on Johns Island.

He did not believe it served the community to fill up a building on Sam Rittenberg Boulevard by removing something that has had its historical presence in the center of the city and is an important part of the city's overall plan.

The Mayor then showed City Council a design of a building which Charles Chase of the City's Planning Department prepared over a weekend. The drawing gave an idea of how the proposed new building and parking deck would be situated in front of the Municipal Auditorium and how it would look.

Elaborating on Mr. Chase's design, the Mayor said it would be a stucco building -- not a fancy building. It would be an inexpensive building to construct, he said, and would not be a monument. He believed it will enrich everyone and is a wonderful opportunity for the City and its people and that everyone will come out a winner.

The Mayor stated there was nothing specific for the Real Estate Committee or City Council yet. He had wanted to brief City Council on the proposal, which he said is a concept. He stated if City Council did not think it was a wise one, it would be appropriate that he be made aware of that thinking now. He hoped, however, that all the members of City Council would agree with his feelings on this matter.

He said we accept the arguments about centrality. He noted the fastest growing area in Charleston County is Mount Pleasant and with the James Island Bridge you come onto Calhoun Street. These facts contributed to his belief that the Calhoun Street site is a good central location for the School Board's offices and that everyone will benefit from its offices being relocated to this site.

Councilmember Ader said one of the main complaints she had been asked to answer was how the School Board could talk about going into a million dollar debt to house its administrative staff when the schools are in such need of repair. She also asked who was going to help the West Ashley area get all of their empty buildings occupied. She was concerned over the number of empty buildings there were and pointed out the City does not have a revitalization effort going on west of the Ashley.

The Mayor replied there is a normal energy of the economy that is going to have some buildings empty from time to time. His sense of things was that Sam Rittenberg Boulevard is on anything but an incline. He pointed out this is a weak time in the economy and a very weak time in the office building economy. However, it seemed to him from the growth of the region, commercial property on Sam Rittenberg Boulevard is not a problem except for the peaks and valleys of a weak economic time we are in.

He told Councilmember Ader if she thought a problem exists then it would be appropriate for the City to work on that with the Planning Department. If she thought this should be done on Sam Rittenberg Boulevard, he was ready to "roll up" his "sleeves" and "get with it." He added that if there was a weakness in any part of this City, it should be looked into.

He pointed out the dominant weakness in American cities has been the central business district because it was an area that was once very dense before people moved out, and there is a lot of investment in the streets, sewers, water and public realm.

Councilmember Ader said she did not believe the problem of vacant commercial properties exists only on Sam Rittenberg -- she believed it exists all over the west Ashley area. For example the J. M. Fields store moved out of Ashley Plaza Mall and the space has been vacant for ten years. The Mayor replied that the City is working with the Ashley Landing people to try to revitalize the shopping center.

Councilmember Ader complained over the manner in which the members of City Council find out what the Mayor is doing. She asked that City Councilmembers be "let in" on some of the things the Planning Department, for example, is doing instead of their reading it in the newspaper when something happens.

The Mayor explained the matter with the School Board evolved in a period between two Council meetings.

The Mayor repeated his offer to work with Councilmember Ader if she felt a study of the vacant commercial properties west of the Ashley is needed. Councilmember Ader stated she felt this study was needed.

In response to further comments made by Councilmember Ader, the Mayor explained his feeling had been that there are some vacant buildings on Broad Street and East Bay Street but those areas are strong. We are in a weak economy, he said, so there is an ebb and flow. The City is not investing time in the rehabilitation of those streets even though there are vacant buildings there. His sense of Sam Rittenberg Boulevard is more that the vacancies are the result of the soft economy than a part of town that is on a decline.

Councilmember Ader agreed on this point and felt Sam Rittenberg is on an "up swing". She said her concern was for the rest of the West Ashley area including James Island where there are many empty stores. She wondered if this issue had ever been studied by the City or by the Chamber of Commerce.

The Mayor said he did not think the City should ever be in the position on a "shot gun basis" of trying to fill up every vacant store. He believed the City needs to use its resources for

housing, signage, highways and other community needs. He pointed out that in the instance of Highway 61 Expressway, this was a serious community problem that without the City's heavy involvement would not be solved. In terms of priorities, he said, this project was at the very top.

Reverting to Councilmember Ader's first question, the Mayor said that was a "threshold question" for the School Board. He explained there are two office School Board presences, namely, in the Old Citadel Building and in the old Murray School. Where the School Board is now, he said, they are paying about \$160,000 a year rent to the County for the Old Citadel Building in which the School Board has no ownership position and they either have to vacate or spend a substantial amount of money on old Murray School.

The Mayor continued by saying the School Board informed him they do not believe it is in the taxpayers' best interest to continue spending \$160,000 a year rent on one building and perhaps have to invest in the vicinity of \$500,000 on another building. They also feel, he said, if they vacate Murray School that property has a lot of value as a residential use and the School Board can get a considerable sum of money from the sale of that property. They can also stop paying \$160,000 rent a year for the space in the Old Citadel building. When "it is all said and done", the Mayor said, from a budgetary standpoint, the School Board might end up being better off than they are now.

Councilmember Shirley pointed out that West Ashley has a "good viable heart beat" now and said he had felt it would be desirable for the School Board to move its offices west of the Ashley. He added that while speaking to a member of the School Board this date he learned it is estimated 85% of the people who work in the School Board's offices live west of the Ashley. He thought having the School Board's offices west of the Ashley would decrease the amount of traffic coming into the downtown area and the facility would be closer to the office workers' homes. Since the property is on Sam Rittenberg in the Highway 7 area, the Highway 61 area and where the Mark Clark Expressway drops off traffic, there is accessibility to west of the Ashley, North Charleston and even Mount Pleasant.

Councilmember Shirley explained his idea "was not just a West Ashley concept" but also a concept that would free up some of the traffic and parking in the downtown area. His concept, he added, was not only because he is a Councilmember from west of the Ashley but because he believed it would benefit the entire City.

Councilmember Scott recalled that the Calhoun Study referred to an office building in the area of the proposed School Board office site. Also, she asked if the construction of the building would be a joint effort between the City and the School Board or whether the School Board would build the building and what kind of arrangement would be made for the School Board to use the parking facility.

The Mayor explained that the Calhoun Street Plan envisioned from a design standpoint exactly what is being proposed -- a building occupying the space in front of the Auditorium and being on the street. The proposal was that there would be a joint effort by the School Board and the City. The School Board would take about 60,000 feet and the City would take probably less than 20,000 feet and the expenses for this would be apportioned accordingly.

Councilmember Washington asked what is the profit to the City of Charleston for the School Board to relocate to the Calhoun Street location versus the Sam Rittenberg Boulevard location.

The Mayor replied that he had failed to mention a big advantage is that the Sam Rittenberg Boulevard location takes \$3 million off the tax books. That property is a tax paying piece of property that becomes tax exempt if the School Board relocates there. The property in

front of the Auditorium is tax exempt now. From an overall tax base standpoint it is far better for the citizens for the School Board to occupy the proposed building on Calhoun Street.

The Mayor expressed his belief that the Sam Rittenberg area will continue to grow and develop and the property values will get higher. If the School Board were to move its offices to Sam Rittenberg Boulevard, the Mayor pointed out, the City would be letting something leave that is economically helpful to an area that needs more help. Whereas the building may be vacant on Sam Rittenberg and there may be other vacancies around, he said, there is a lot of economic activity going on in that area. If the School Board moves to the Calhoun Street site, nothing will be lost off the tax books and the City will help maintain, if not strengthen, a part of the City that is weak. If it is allowed to move to Sam Rittenberg, some strength will be removed from a now struggling part of town and some elements of centrality will be lost.

He believed what every citizen in the metropolitan area has to want for the peninsula is for Upper King Street to be restored, with handsome buildings and people on the street -- not boarded up vacant places. He elaborated on the hard work the City has put into keeping the Chamber of Commerce, the United Way, the court house and the county downtown and the hard work that has gone into getting the Visitors Center and getting Francis Marion Hotel restored. He felt it is imperative to keep up the hard work. It is a continuing effort, he said, but it benefits everybody. He was concerned that if one allows "a piece to go here and a piece to go there, then our center is eroded." He ended his remarks by saying what the Calhoun Street Plan said is that a strong revitalized Calhoun Street is critically important to a revitalized upper King Street.

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

MARY R. WRIXON
Clerk of Council