

October 15, 1996

**COUNCIL CHAMBER**

**Regular Meeting.**

**October 15, 1996.**

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

A notice of this meeting and an agenda were mailed to the news media October 11, 1996 and appeared in The Post and Courier October 13, 1996.

PRESENT

The Honorable Joseph P. Riley, Jr., Mayor, and Councilmembers Hagerty, Lewis, Jefferson, Washington, Scott, Waring, Evans, Ader, Shirley, Hart -- 11.

Mayor Riley noted Councilmember Kinloch was unable to attend the meeting due to a work commitment, and Councilmember Thomas was traveling abroad.

The meeting was opened with prayer by Councilmember Washington.

Councilmember Washington led City Council in the Pledge of Allegiance.

The first item on the agenda was the presentation of a resolution for former Alderman, the late Dr. Clarence W. Legerton, Jr. Mayor Riley invited members of the Legerton family, including Mrs. Legerton and their two sons, Dr. Clarence Legerton and Gregg Legerton, to join him at the podium.

Mayor Riley commented that Dr. Legerton, in addition to his service on City Council, had been a great leader of the medical community and a wonderful civic leader in Charleston. The Mayor noted Dr. Legerton was a determined advocate of putting fluoride in water.

The Mayor remarked when he asked for Dr. Legerton's support in his race for Mayor, one of the things Dr. Legerton insisted on was the addition of fluoride to the water supply. Mayor Riley was already committed to doing so, but the fact that fluoride is in the water supply is one of the many legacies left by Dr. Legerton.

The Mayor then read the following resolution:

**RESOLUTION**

WHEREAS, Clarence William Legerton, Jr., MD, former Alderman of the City of Charleston and professor of medicine at the Medical University of South Carolina died July 15, 1996 at the age of seventy-four; and

WHEREAS, Dr. Legerton faithfully represented Wards 8 and 2 in City Council from 1959 - 1975; and

WHEREAS, during that period Dr. Legerton rendered able, efficient and faithful service as Mayor Pro Tem, Chairman of the Municipal Auditorium Committee, Chairman of the Committee on Water Supply and served on the Committee on Ways and Means, the Committee on Electric Wires and Lighting, the Committee on Sanitary Matters, the Committee on Licenses, the Committee on Personnel; the Urban Affairs Commission and the Special Committee on Parking Facilities; and

WHEREAS, he further distinguished himself as the first South Carolinian to be certified as a specialist in Gastroenterology by the American Board of Internal Medicine, a member of the Gastroenterology Association, American College of Physicians and the American Federation of Clinical Research; and

WHEREAS, Dr. Legerton was born in Charleston, South Carolina, and attended schools in Charleston, graduated from Davidson College, and the Medical College of South Carolina and was a member of the Alpha Omega Alpha Honorary Medical Fraternity; and

WHEREAS, Dr. Legerton served as a member of the Board of Deacons, First Scots Presbyterian Church, Charleston, SC and Kingston Presbyterian Church, Conway, SC, further, he served as moderator of the Charleston Presbytery, and on the Board of Trustees on the Mountain Retreat Association (Montreat) Conference of and Assembly Grounds of the Presbyterian Church in the United States; and

WHEREAS, Dr. Legerton was a true gentleman and valued citizen, who loved this community and earnestly strove to promote its welfare by a practical demonstration of his efforts;

NOW, THEREFORE, BE IT RESOLVED by members of the City Council of Charleston that in the passing of Clarence William Legerton, Jr., MD, the City of Charleston has lost a valued citizen who felt a strong sense of community obligation, who never compromised integrity nor shirked his duty, and who enjoyed a widespread popularity in this City.

BE IT FURTHER RESOLVED that the City of Charleston does hereby extend to his family its profound sympathy and its appreciation for his public service, high standard of citizenship, and untiring devotion to his community.

BE IT FURTHER RESOLVED that a copy of this resolution be entered into the Official Council Journal and an engrossed copy therefore be transmitted to his family.

RICHARD C. HAGERTY, M. D.                      JEROME KINLOCH

Councilmember, District 1      Councilmember, District 2

JAMES LEWIS, JR.                      HILDA  
HUTCHINSON-JEFFERSON

Councilmember, District 3      Councilmember, District 4

MAURICE WASHINGTON      BRENDA C. SCOTT

Councilmember, District 5      Councilmember, District 6

LOUIS WARING                      YVONNE EVANS

Councilmember, District 7      Councilmember, District 8

MARY R. ADER                      LARRY D. SHIRLEY

Councilmember, District 9      Councilmember, District 10

GREG HART

JOHN D. THOMAS, M.D.

Councilmember, District 11

Councilmember, District 12

JOSEPH P. RILEY, JR.  
Mayor, City of Charleston

On motion of Councilmember Jefferson, seconded by Councilmember Ader, the Resolution for Dr. Legerton was adopted.

Councilmember Ader commented after her swearing in in 1975 the Mayor had appointed her chairman of the Auditorium Committee. She was petrified. A few weeks after the committee appointments had been made, Dr. Legerton phoned her. He invited her to his office and gave her all his files. She expressed her appreciation that Dr. Legerton would make such an effort to help her and noted she had remembered throughout the years the good example he had set.

Mrs. Legerton thanked the Mayor and Council and said her husband had "loved being on City Council".

Next, Mayor Riley invited Yvonne Fortenberry, Director of Planning and Urban Development, and members of her staff, Allison Bellow, Sonya Gentry, and Jody Muldrow, to join him at the podium for the acceptance of an award for the Johns Island Land Use Plan.

The Mayor went on to say these staff members working with Charleston County had updated the Johns Island Land Use Plan in 1995. He explained it had been a difficult project because Johns Island is so unique. Johns Island is the largest island on the east coast next to Long Island, New York. This island is largely agricultural which is very important to this community. Because of the close proximity to the surrounding developed areas, it has become a very important bedroom community. He stressed the importance of updating the plan to target appropriate development.

The South Carolina Chapter of the American Planning Association gave the 1996 Outstanding Planning Projects Award for the Johns Island Joint 1995 Land Use Plan Update. The Mayor accepted the award on behalf of the City and congratulated Ms. Fortenberry, Ms. Bellow, Ms. Gentry, and Ms. Muldrow on their "wonderful and exceptional hard work". A round of applause followed.

Ms. Fortenberry thanked her staff for the great job they had done and the many hours they had spent on Johns Island working with County staff. She also thanked the Mayor and Council for their support. She expressed her gratitude to former Councilmember, W. L. Stephens, who had also worked closely with planning staff on this project.

The Mayor then commented on the success of the *Palmetto Marching Band Contest* which was sponsored by the Burke High School Band Boosters Club. He welcomed the many students, boosters, and faculty members to the Chamber. He invited Linard McCloud, Burke High School Band Director, to the podium to present a check in the amount of \$18,000 to the City in repayment of a loan that had been made to the Band Boosters for this project.

Mr. McCloud expressed his appreciation to everyone who had assisted in this project. He went on to say he felt good like he thought he would, and the audience joined him in laughter. He thanked God for this momentous opportunity and the success of the eighth annual *Palmetto Invitational*.

Mr. McCloud commented that Councilmember Washington had been an invaluable resource and noted the similarities in their backgrounds. He remarked a number of his dreams had come true for him including having the "biggest and baddest marching contest in the State of South Carolina".

He said Sunday, September 22, 1996 was a "most happy day", and Burke Band Boosters should never be doubted. They raised \$95,000 to participate in a Canadian exchange program three times, most recently in April of 1996. He commented they had never asked for a handout, just a hand.

He remarked that they looked forward to continuing to work with the City and thanked Mayor Riley for his support "because he causes old, young, black, white, all people to lift their voices and sing". He further expressed appreciation to all of the people who had helped with this project. There was a standing ovation and extended cheering.

Councilmember Hart goodnaturedly acknowledged he had been proven wrong.

Mayor Riley congratulated the band, the Boosters Club, the director, the principal, the assistant principal, and the family of Burke High School. He expressed pride in everyone, telling them they had been a huge success, they had done exactly what they said they would do, and they had returned the money. A round of applause followed.

As the Burke supporters left the Chamber, the Mayor noted he had attended the luncheon for the *Race for the Cure*, which is a fund raising event to assist breast cancer research and is a tribute to women who are survivors of breast cancer. He had accepted an award for outstanding civic support. He commented the award belongs to the City of Charleston for "all the wonderful cooperation and assistance that our marvelous City employees give to allow the race to go on". He saluted the employees who never fail to excel.

Councilmember Washington commented, while the *Palmetto Marching Contest* had been a huge success, approximately \$5,500 in debt remained. The club had been able to purchase 80 of the 115 uniforms needed. They still owe South Carolina State University approximately \$3,000. Three other high school bands are also due some monies. Councilmember Washington was under the impression the total amount needed was about \$5,500. He asked Council to consider delaying the repayment of the \$5,500, interest free, for several months until those debts are paid. He suggested the Burke supporters could come back at another time to present the \$5,500 to Council.

He went on to say this had not been requested by the Burke supporters, and he asked if someone from finance could look into this matter. When Mayor Riley asked Councilmember Washington if he would like a report at the next meeting, Councilmember Washington replied affirmatively.

The next item on the agenda was a public hearing called for by the following advertisement which appeared in The Post Courier on September 15 and September 29, 1996 and The Chronicle on September 25, 1996:

#### PUBLIC HEARING

The public is hereby advised that the City Council of Charleston will hold a public hearing Tuesday, October 15, 1996 beginning at 6:00 p.m. at City Hall, 80 Broad Street, on the request that the Zoning Ordinance of the City of Charleston be changed in the following respects:

To zone the following properties annexed July 16, 1996:

1. 2018 Culver Avenue (0.25 acre) (TMS# 350-13-00-068) Single-Family Residential (SR-1). Annexation Ordinance 1996-126.
2. 2081 Marshflower Lane (0.25 acre) (TMS# 355-05-00-073) Canterbury Woods-Planned Unit Development (CW-PUD). Annexation Ordinance 1996-127.
3. 2902 Garden Creek Road (0.25 acre) (TMS# 355-08-00-125) Canterbury Woods-Planned Unit Development (CW-PUD). Annexation Ordinance 1996-128.
4. 2918 Garden Creek Road (0.25 acre) (TMS# 355-08-00-128) Canterbury Woods-Planned Unit Development (CW-PUD). Annexation Ordinance 1996-129.
5. 2090 Green Park Avenue (0.25 acre) (TMS# 355-15-00-097) Single-Family Residential (SR-1). Annexation Ordinance 1996-130.
6. 2005 Rosehaven Street; 2068, 2072, 2076 and 2055 Green Park Avenue (1.25 acres) (TMS# 355-15-00-078, 092, 093, 094 and 118) Single-Family Residential (SR-1). Annexation Ordinance 1996-131.
7. 2003 Green Park Avenue (0.25 acre) (TMS# 355-15-00-131) Single-Family Residential (SR-1). Annexation Ordinance 1996-132.
8. 1143 San Juan Drive (0.25 acre) (TMS# 418-06-00-048) Single-Family Residential (SR-1). Annexation Ordinance 1996-133.
9. 843 Minnie Street (0.25 acre) (TMS# 418-11-00-072) Single-Family Residential (SR-2). Annexation Ordinance 1996-134.
10. 805 Minnie Street (0.25 acre) (TMS# 418-11-00-108) Single-Family Residential (SR-2). Annexation Ordinance 1996-135.
11. 863 Burger Street (0.25 acre) (TMS# 418-11-00-055) Single-Family Residential (SR-2). Annexation Ordinance 1996-136.
12. 837 Sycamore Avenue (0.25 acre) (TMS# 418-11-00-121) Single-Family Residential (SR-2). Annexation Ordinance 1996-137.
13. 949 and 955 Sycamore Avenue (0.75 acre) (TMS# 418-11-00-173, 174 and 175) Single-Family Residential (SR-2). Annexation Ordinance 1996-138.
14. 855 Burger Street (0.25 acre) (TMS# 418-11-00-227) Single-Family Residential (SR-2). Annexation Ordinance 1996-139.

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

VANESSA TURNER-MAYBANK  
Clerk of Council

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

The City Planning and Zoning Commission met on August 21, 1996 and reports the following:

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

The following properties were annexed July 16, 1996:

1. 2018 CULVER AVENUE (0.25 ACRE) (TMS# 350-13-00-068)

Request zoning of SR-1 (Single-Family Residential). The property was zoned RS-10 in the county.

RECOMMENDATION: Approved.

2. 2081 MARSHFLOWER LANE (0.25 ACRE) (TMS# 355-05-00-073)

Request zoning of CW-PUD (Canterbury Woods - Planned Unit Development). The property was zoned PUD in the county.

RECOMMENDATION: Approved.

3. 2902 GARDEN CREEK ROAD (0.25 ACRE) (TMS# 355-08-00-125)

Request zoning of CW-PUD (Canterbury Woods - Planned Unit Development). The property was zoned PUD in the county.

RECOMMENDATION: Approved.

4. 2918 GARDEN CREEK ROAD (0.25 ACRE) (TMS# 355-08-00-128)

Request zoning of CW-PUD (Canterbury Woods - Planned Unit Development). The property was zoned PUD in the county.

RECOMMENDATION: Approved.

5. 2090 GREEN PARK AVENUE (0.25 ACRE) (TMS# 355-15-00-097)

Request zoning of SR-1 (Single-Family Residential). The property was zoned RS-10 in the county.

RECOMMENDATION: Approved.

6. 2005 ROSEHAVEN STREET; 2068, 2072, 2076 AND 2055 GREEN PARK AVENUE (1.25 ACRES) (TMS# 355-15-00-078, 092, 093, 094 AND 118)

Request zoning of SR-1 (Single-Family Residential). The property was zoned RS-10 in the county.

RECOMMENDATION: Approved.

7. 2003 GREEN PARK AVENUE (0.25 ACRE) (TMS# 355-15-00-131)

Request zoning of SR-1 (Single-Family Residential). The property was zoned RS-10 in the county.

RECOMMENDATION: Approved.

8. 1143 SAN JUAN DRIVE (0.25 ACRE) (TMS# 418-06-00-048)

Request zoning of SR-1 (Single-Family Residential). The property was zoned RS-10 in the county.

RECOMMENDATION: Approved.

9. 843 MINNIE STREET (0.25 ACRE) (TMS# 418-11-00-072)  
Request zoning of SR-2 (Single-Family Residential). The property was zoned RS-8 in the county.
10. 805 MINNIE STREET (0.25 ACRE) (TMS# 418-11-00-108)  
Request zoning of SR-2 (Single-Family Residential). The property was zoned RS-8 in the county.

RECOMMENDATION: Approved.

11. 863 BURGER STREET (0.25 ACRE) (TMS# 418-11-00-055)  
Request zoning of SR-2 (Single-Family Residential). The property was zoned RS-8 in the county.

RECOMMENDATION: Approved.

12. 837 SYCAMORE AVENUE (0.25 ACRE) (TMS# 418-11-00-121)  
Request zoning of SR-2 (Single-Family Residential). The property was zoned RS-8 in the county.

RECOMMENDATION: Approved.

13. 949 AND 955 SYCAMORE AVENUE (.75 ACRE) (TMS# 418-11-00-173, 174 AND 175)  
Request zoning of SR-2 (Single-Family Residential). The property was zoned RS-8 in the county.

RECOMMENDATION: Approved.

14. 855 BURGER STREET (0.25 ACRE) (TMS# 418-11-00-227)  
Request zoning of SR-2 (Single-Family Residential). The property was zoned RS-8 in the county.

RECOMMENDATION: Approved.

SUBDIVISIONS

15. 445 FLEMING ROAD (TMS# 343-07-00-057) (2 ACRES)  
Request final subdivision approval for two lots.  
Zoned LI.

RECOMMENDATION: Approved.

16. HIGHWAY 61 CONNECTOR (TMS# 421-11-00-054, 071) (12.5 ACRES)  
Request preliminary subdivision approval of two lots.  
Zoned GB-A. Height District 50W. Old City District.

RECOMMENDATION: Approved.

17. DANIEL ISLAND (TMS# 275-00-00-025, 044) (244 ACRES)

Request final subdivision approval for three tracts.

Zoned DI.

RECOMMENDATION: Approved.

18. DANIEL ISLAND (TMS# 275-00-00-025, 044)  
Request preliminary plat approval for a new road.  
Zoned DI-GO.

RECOMMENDATION: Approved with condition.

19. 40 EAST BAY STREET (TMS# 458-13-02-001)  
Request final subdivision approval of two lots.  
Zoned DR-1F. Height District 35. Old and Historic District.

RECOMMENDATION: Approved.

20. MINUTES

RECOMMENDATION: Approved.

The Mayor pointed out the fourteen (14) items on the public hearing agenda were the result of annexations.

Ms. Fortenberry, Director of Planning and Urban Development, added the zoning being recommended by the City Planning and Zoning Commission and the planning staff was comparable to what the properties were zoned in the County.

There were no questions from Council. The Mayor invited comments from the public on the proposed rezonings. No member of the public indicated a desire to speak for or against these rezonings during the public hearings. The Mayor declared the public hearings concluded.

On motion of Councilmember Ader, seconded by Councilmember Waring, City Council voted to adopt the City Planning and Zoning Commission's recommendations and to give first reading to bills to zone the subject properties as recommended by the Commission.

First reading was given to bills entitled:

1. AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF SO THAT 2018 CULVER AVENUE (0.25 ACRE) (TMS# 350-13-00-068) ANNEXED INTO THE CITY OF CHARLESTON JULY 16, 1996 (1996-126) BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION.
2. AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF SO THAT 2081 MARSHFLOWER LANE (0.25 ACRE) (TMS# 355-05-00-073) ANNEXED INTO THE CITY OF CHARLESTON JULY 16, 1996 (1996-127) BE ZONED CANTERBURY WOODS-PLANNED UNIT DEVELOPMENT (CW-PUD) CLASSIFICATION.
3. AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART

THEREOF SO THAT 2902 GARDEN CREEK ROAD (0.25 ACRE) (TMS# 355-08-00-125)) ANNEXED INTO THE CITY OF CHARLESTON JULY 16, 1996 (1996-128) BE ZONED CANTERBURY WOODS-PLANNED UNIT DEVELOPMENT (CW-PUD) CLASSIFICATION.

4. AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF SO THAT 2918 GARDEN CREEK ROAD (0.25 ACRE) (TMS# 355-08-00-128) ANNEXED INTO THE CITY OF CHARLESTON JULY 16, 1996 (1996-129) BE ZONED CANTERBURY WOODS-PLANNED UNIT DEVELOPMENT (CW-PUD) CLASSIFICATION.
5. TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF SO THAT 2090 GREEN PARK AVENUE (0.25 ACRE) (TMS# 355-15-00-097) ANNEXED INTO THE CITY OF CHARLESTON JULY 16, 1996 (1996-130) BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION.
6. TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF SO THAT 2005 ROSEHAVEN STREET; 2068, 2072, 2076 AND 2055 GREEN PARK AVENUE (1.25 ACRE) (TMS# 355-15-00-078, 092, 093, 094 AND 118) ANNEXED INTO THE CITY OF CHARLESTON JULY 16, 1996 (1996-131) BE ZONED SINGLE-FAMILY RESIDENTIAL CLASSIFICATION (SR-1).
7. TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF SO THAT 2003 GREEN PARK AVENUE (0.25 ACRE) (TMS# 355-15-00-131) ANNEXED INTO THE CITY OF CHARLESTON JULY 16, 1996 (1996-132) BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION.
8. TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF SO THAT 1143 SAN JUAN DRIVE (0.25 ACRE) (TMS# 418-06-00-048) ANNEXED INTO THE CITY OF CHARLESTON JULY 16, 1996 (1996-133) BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION.
9. TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF SO THAT 843 MINNIE STREET (0.25 ACRE) (TMS# 418-11-00-072) ANNEXED INTO THE CITY OF CHARLESTON JULY 16, 1996 (1996-134) BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-2) CLASSIFICATION.
10. TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF SO THAT 805 MINNIE STREET (0.25 ACRE) (TMS# 418-11-00-108) ANNEXED INTO THE CITY OF CHARLESTON JULY 16, 1996 (1996-135) BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-2) CLASSIFICATION.
11. TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF SO THAT 863 BURGER STREET (0.25 ACRE) (TMS# 418-11-00-055) ANNEXED INTO THE CITY OF CHARLESTON JULY 16, 1996 (1996-136) BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-2) CLASSIFICATION.

12. TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF SO THAT 837 SYCAMORE AVENUE (0.25 ACRE) (TMS# 418-11-00-121) ANNEXED INTO THE CITY OF CHARLESTON JULY 16, 1996 (1996-137) BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-2) CLASSIFICATION.
13. TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF SO THAT 949 AND 955 SYCAMORE AVENUE (.75 ACRE) (TMS# 418-11-00-173, 174 AND 175) ANNEXED INTO THE CITY OF CHARLESTON JULY 16, 1996 (1996-138) BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-2) CLASSIFICATION.
14. TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF SO THAT 855 BURGER STREET (0.25 ACRE) (TMS# 418-11-00-227) ANNEXED INTO THE CITY OF CHARLESTON JULY 16, 1996 (1996-139) BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-2) CLASSIFICATION.

Next on the agenda was the approval of the minutes of City Council's September 24, 1996 meeting. The minutes were approved as published on motion of Councilmember Jefferson, seconded by Councilmember Scott.

The Citizen Participation Period followed. During this period of the meeting the following citizens addressed City Council:

- 1) Mrs. Montye duBose, 1233 Gilmore Road, vendor in the City Market, said vendors in the Market are tenants to the City. She did not feel she had the right to leave her space in the Market to her heirs. She spoke about the forty temporary tenants in the Market and commented the number one temporary had been waiting for a permanent space since 1989 following Hurricane Hugo. She extended sympathy to Mrs. Taylor's daughter. She noted she did not know the daughter's name even though her space is across the aisle from Mrs. Taylor's.

Mrs. duBose said the daughter came to the Market to help shortly before her mother, Mrs. Taylor, died. She went on to say that Mrs. Taylor's daughter lives in Riverdale, Georgia.

Mrs. duBose felt that as tenants died spaces should become available to the temporaries. She said in the past when a spouse died the surviving spouse had taken over the space. She felt children, particularly those who live in other states, should not take over spaces in the Market. She asked Council to give consideration to the temporaries before making any decision.

- 2) James Berry, 1214 Byron Road, adjacent to Forest Park Playground, told Council in March of 1996 during a softball game a ball was hit into his yard. He stated the ball had hit his lighting system and destroyed it. He said he contacted the City and had spoken with Carl Stent. He said Mr. Stent told him to send two estimates to the City. He said he had sent in the two estimates and had continued to check with Mr. Stent about his claim.

He stated a Mr. Browning had investigated and told him it was a direct hit on his lighting system. He said he had spoken with Mr. Stent this date, and Mr. Stent had informed him his claim had been disapproved. He asked Council to pay the \$85.00 to fix his lighting.

- 3) Dr. Marvin Dulaney, 1910 Ashley Hall Road, Director of the Avery Research Center, 125 Bull Street, distributed brochures for the African-American National Heritage Museum to the Mayor and members of City Council.

Dr. Dulaney mentioned the recent proposal on the State level to develop an African-American Heritage Museum in South Carolina and to put a monument on the State Capitol grounds. He, Vanessa Turner-Maybank, and Liz Alston have been working to develop the African-American National Heritage Museum. Referring Council to the brochure, he noted the museum will consist of four properties: The Slave Mart, The Aiken-Rhett House, McLeod Plantation, and Avery Research Center for African-American History and Culture. He said these properties tell a story about African-American history not only in Charleston but throughout the country. These properties will serve as a core or nucleus for such a museum for South Carolina.

He went on to say he along with Ms. Turner-Maybank and Ms. Alston had been working on this project for the past year and a half, and he wanted Council to be aware of the project. They are hoping to work with the State Legislature for funding for this project and to make it a national African-American Heritage Museum.

Dr. Dulaney, noting that Charleston is one of the most historic cities in the country, said the City has some very unique black history. He commented he moved to Charleston approximately two years ago primarily because of the black history. He tells people, as he goes around the country, that black history begins in Charleston. This project will highlight that history and develop a concept unlike any in the country.

He went on to tell about his previous employment at the African-American Museum in Dallas. He noted this structure, this building, does not provide the opportunity for people to go to the sites where history took place as the plans in Charleston will.

Avery is one of the properties that will tell, for example, the history of the Civil Rights Movement or the history of black education in Charleston, in South Carolina, as well as nationally.

He spoke of the plans for The Old Slave Mart Museum, not to primarily emphasize slavery although that is indeed the main idea that will be highlighted, that will include exhibits that will tell the whole history of African-Americans not only in Charleston, but throughout the nation as well.

This will lead to a very important property, the Aiken-Rhett House. He thought this was the only site where urban slavery can be observed, where the interaction between the mansion (Aiken-Rhett House) and the slave or servant quarters can be felt.

He noted the significance of the McLeod Plantation because it was a plantation and four or five of the slave cabins are still standing. This too provides a feeling of the interaction between the slaves in the cabin and the big house known as the McLeod House.

He spoke of the fact that the 54th and the 55th Regiments, two black regiments, had used the McLeod House as their headquarters. He remarked the Freedmen's Bureau was also stationed there.

Dr. Dulaney asked Council to support these efforts when the State comes to examine these properties. He expressed hope the State would act positively and would also provide some funding for the project to tie the four properties together to create this national African-American Museum.

He went on to say the project is supported by Dr. Bernard Powers of the College of Charleston, and the African-American National Heritage Museum Committee who intend to create a board of nationally recognized historians.

- 4) Herbert DeCosta, founding member of the African-American National Heritage Museum Committee, founding member of the Avery Institute for African-American History and Culture as well as the South Carolina African-American Heritage Council, and trustee of the Historic Charleston Foundation, spoke in support of the project.

Mr. DeCosta said he has worked for many years to establish an African-American Museum and at one time he thought he would not live long enough to see it happen. Fortunately, he said it appears that day is here.

Mr. DeCosta told Council he wholeheartedly endorses this wonderful concept that will provide a wonderful educational opportunity.

William Regan interjected that Mr. DeCosta not only served on the BAR (Board of Architectural Review) for a number of years, but he has been probably the finest, classical craftsman, preservation contractor in Charleston.

Mr. Regan felt a lot of people may not know that many of the single houses that had been preserved by Mr. DeCosta when he served on the BAR had been built by his (Mr. DeCosta's) father. And referring to Mr. DeCosta, Mr. Regan said he was a piece of African-American history that ought to be looked into "while we still have a piece of it around". Everyone joined Mr. DeCosta in laughter.

- 5) Cynthia Coker, 71 Rutledge Avenue, introduced Frank Hagood. Ms. Coker and Mr. Hagood serve as co-chairs of the Central Business District Revitalization Commission. Mr. Hagood distributed information regarding this Commission and some recommendations they wanted to make to Council. A copy of this information is on file in the office of the Clerk of Council.

Ms. Coker commented Councilmember Evans had suggested this presentation. The recommendations included:

- a) Placing the City Market Advisory Commission and the Truck Deliveries Task Force under the umbrella of the Central Business District Revitalization Commission as committees of the Commission.
- b) Requiring "no parking" two hours of the night for street sweeping. The reasons are explained at length in the documents provided and can be reviewed in the office of the Clerk of Council.
- c) Changing the Loading Zone fines to \$20 per offense and to strictly enforce the current time limit for loading zones which is 30 minutes. She spoke briefly of the problems created by both delivery and City sanitation trucks blocking the streets.

She commented the Appearance Committee has been working on the sanitation problems and the Truck Delivery Task force working on the other matter. She noted more recommendations would be forthcoming.

- d) recommending the banning of all sandwich boards for the historic business district south of the crosstown with a phase out of December 31, 1997.

She explained the Commission had been informed that many landlords would not allow signs on the buildings. The Commission felt it was fairer to give people time to make other arrangements, go through the BAR, move to another location, and/or to discuss the matter with landlords.

Ms. Coker cited the example that one landlord said signs could not be placed on his building because the building is historic. That landlord was informed all the buildings are historic.

Ms. Coker informed Council the Downtown Business Association was split in half over this issue. The final consensus, according to Ms. Coker, was all or nothing - either give the sandwich boards to everyone or give them to no one.

Ms. Coker closed by thanking Mayor Riley and "your fabulous staff who supports us tremendously". Whenever the Commission asks for information, City staff responds very promptly. When the Appearance Committee asked what Savannah, New Orleans, and Annapolis did about delivery and sanitation trucks, Sonya Gentry provided the information. Ms. Coker remarked these cities pick up garbage in the dead of the night.

5) Margaret Branham, James Island, addressed Council in response to statements made earlier by Ms. duBose. Ms. Branham had addressed Council at the previous meeting regarding the space occupied by her mother, the late Helen Taylor. She stated she does live on James Island in her mother's residence now. She had been living in Riverdale, Georgia because of her husband's job. He husband plans to join her shortly. She and her husband are from James Island.

She said she could appreciate the concern for those who have waited so long to get into the City Market. However, she reminded everyone that 20 years ago when the Market started there were very, very few vendors down there, and her family was one of those.

She stated she wanted to follow the American dream to own her own business. She noted that even though Ms. duBose may not have seen her a lot in past years, she had done a lot of the behind the scenes things that needed to be done, such as contacts with other people, helping order the merchandise. Her mother and father handled the actual work here. She asked Council to take all of this into consideration.

6) Anice Carr, daughter of Wilhemina Geddis, stated she had recently returned to Charleston after an absence of approximately 25 years. She commented her mother had been a pillar of the community; she had the first licensed black day care facility in the City of Charleston. Mrs. Geddis owns three houses on a block and she has taken wonderful care of them over the years. Ms. Carr described the homes as significant in the Colonial style representative of historical Charleston. Approximately two years ago Mrs. Geddis renovated a home at the corner of Cannon and Coming Streets, which houses LaTasha's Restaurant.

Ms. Carr said she was coming to Council without her mother's knowledge. She commented on the dilapidated homes that were pictured in the newspapers about two weeks ago. The house directly across the street from Mrs. Geddis home has been abandoned; no one has lived there since the people died. It was Ms. Carr's understanding the house was tied up in heirs property. In the meantime, the house continues to decline.

Ms. Carr expressed concern for her mother's welfare and security. She commented on the need for a procedure to address these properties. She knew the family and remarked they have not had to face the "eyesore" for the last fifteen years. She suggested the City take more of an active participation and give the family some type of mandatory time to clear up the issues and take care of the property, perhaps some type of loan to bring the property up to standards. She asked that the Enforcement Board address this matter. She stated she had been to Housing on her mother's behalf and nothing had been done.

When Lawrence Thompson, Director of Economic Development, asked for the address of the house, Ms. Carr replied 126 Fishburne Street. The Mayor noted the property was on the agenda for the Committee on Real Estate. Councilmember Scott remarked 126 Fishburne Street was scheduled for demolition.

Councilmember Jefferson commented on the great success of the MOJA Arts Festival 1996. She noted it was well attended and improvement was taking place each year. She expressed appreciation to all who had voted for the budget.

Mayor Riley said it was a great festival. He noted some of those present were responsible and thanked them. He also expressed appreciation to Ellen Dressler Moryl and wished her a happy birthday.

Councilmember Washington inquired about the James Berry claim. The Mayor replied the claim was under the jurisdiction of the Small Claims Committee. Carl Stent, Assistant Corporation Counsel, said this claim had been reconsidered earlier this evening at the meeting of the Committee on Small Claims. Mr. Stent noted the claim had been denied previously. Based on some additional information provided by Mr. Berry, the Committee reconsidered the matter and the claim was denied.

When Councilmember Washington asked why the claim had been denied, Councilmember Hart replied he had made the motion in the Small Claims meeting to deny the claim because there was no witness and no evidence the City was responsible for the damage. It could have been done any number of ways.

When Councilmember Scott asked how the City Market issue would be handled, Mr. Stent stated the matter would be covered under the Petitions and Communications portion of the agenda for this meeting.

Councilmember Scott addressed the report in the Central Business District Revitalization Commission regarding the Spring/Cannon Streets Subcommittee Goals. She noted Item #4 in the list of goals recommended discussing ways to solve problems of crack houses/derelict houses affecting the quality of life on those streets.

She had received a call from one of her constituents on Spring Street who was very concerned about the dilapidated structures in the 130 block of Spring Street. There are a good many problems with those abandoned houses. She asked the Mayor to have the Police Department look into the problems with those structures.

Councilmember Waring thanked Ms. Carr for coming and disseminating information to Council. He commented a local newspaper had alienated the six black Councilmembers about all the dilapidated houses in the City. He noted twelve Councilmembers serve on Council, and the burden should not be placed on the six black Councilmembers only.

He went on to say he felt Ms. Carr would be surprised at the process through legal channels that is necessary before action can be taken. He noted heirs property is a nightmare, and the legal staff must get in touch with the individuals which takes time.

Councilmember Waring felt the Code Enforcement Board will be bringing these problems to a head. He will not be surprised if Council hears from people who say too many houses are being demolished. He cited the Historical Society as an example. He expressed hope that what he said would reach all of the news media.

Councilmember Evans remarked she had asked for the report from the Central Business District Revitalization because some of the committees are working very hard and

accomplishing things. She thought it would be a good idea for Council to hear from these committees occasionally. She commended the CBD for its hard work.

Councilmember Lewis noted the Code Enforcement Committee had met every Tuesday, and they are working on Spring Street. He also commented on the amount of legal work involved. He noted there are close to 1,000 pieces of property that have been identified in the City that are dilapidated. He commended the Committee for the hard work they had done. He said plans not only include tearing down structures but building back structures as well. He asked Council to continue to work with the Committee.

Councilmember Shirley wanted Council to realize that code enforcement did not apply just to the downtown area, and he encouraged Councilmembers in other areas to report dilapidated structures outside the Peninsula.

7) Ms. Carr addressed Council again and reiterated her concern that her mother's property had declined in value. As a former auditor, she said she had many suggestions to offer.

Councilmember Shirley felt sure Councilmember Lewis would be happy to invite Ms. Carr to the next full meeting of the Committee.

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

Mayor Riley advised Council the next item on the agenda, the Memorandum of Understanding for Albemarle Road, was deferred.

The matter before Council was the recommendation by Corporation Counsel regarding the lease agreement for Mrs. Helen Taylor in Building C of the City Market. Carl Stent informed Council that Corporation Counsel did not have a recommendation at this point. Instead, he updated Council on the process.

Mr. Stent said since the last meeting of Council legal staff has been working with Ms. Branham through her attorney to receive discovery documents to substantiate the claim of partnership. He stated a two-pronged objective was involved: (1) to insure that the City is treating everyone in the Market equally within the law, and (2) to come to an amicable solution to this case if that can be done. He noted Ms. Branham and her attorney have been helpful.

Mr. Stent will be looking for procedures followed in the past which may be applied to this matter. When Councilmember Hart asked if the matter was proceeding in court, Mr. Stent replied affirmatively and said an order has been signed by Judge Rawl that either party can move upon ten (10) days notice to have a hearing for a motion for injunction. The parties have agreed to leave that in limbo until discovery has been conducted.

Mr. Regan expected to come back within a month with recommendations to handle this matter.

City Council then received twelve (12) annexation petitions. The first nine (9) annexation petitions had been deferred from the September 24, 1996 meeting on motion of Council. The last three (3) annexation petitions were new to the agenda for this meeting. The petitions pertained to the following property and all adjacent public rights-of-way:

1. Property located on Maybank Highway 400 feet west of Southwick Avenue (2.3 ACRES) (TMS# 279-00-00-030), Johns Island. Freeholders: Marjorie B. Schifflette, *etal*.
2. Property located on Maybank Highway 20 feet west of Fern Hill Drive (1.9 Acres) (TMS# 279-00-00-207), Johns Island. Freeholders: Marjorie B. Schifflette, *etal*.

3. 3574 Maybank Highway (0.3 Acre) (TMS# 279-14-00-047), Johns Island. Freeholder: Camille R. Lewis.
4. Property located on Murraywood Road, approximately 2,500 feet south and west of River Road (1.7 Acres) (TMS# 312-00-00-034), Johns Island. Freeholder: Leroy W. Burns.
5. 1607 Poinsetta Road (0.25 Acre) (TMS# 351-12-00-190), St. Andrews Parish. Freeholder: James Gary Dewitt.
6. 2076 Wild Flower Lane (0.25 Acre) (TMS# 355-08-00-010), St. Andrews Parish. Freeholders: David and Margie Rokusek.
7. 2097 Bishop Drive (0.25 Acre) (TMS# 355-14-00-071), St. Andrews Parish. Freeholder: Cynthia L. Williams.
8. 2892 Doncaster Drive (0.30 Acre) (TMS# 358-10-00-108), St. Andrews Parish. Freeholders: Alvin and Rose Marie Sarra.
9. Property known as marsh adjacent to Ghost Island (8.8 Acres) (TMS# 418-00-00-004), St. Andrews Parish. Freeholder: George B. Daniels.
10. 376 Parkdale Drive (0.25 Acre) (TMS#310-14-00-044), St. Andrews Parish. Freeholders: Corine A. Henhien and James L. Anthony.
11. 2609 Ridgewood Avenue (0.25 Acre) (TMS# 355-02-00-095), St. Andrews Parish. Freeholders: Margaret A. and David M. Riccio.
12. 2059 Vestry Drive (0.25 Acre) (TMS# 355-14-00-048), St. Andrews Parish. Freeholders: Nila M. and George Brisbon.

Councilmember Ader moved to accept the twelve (12) annexation petitions and to give first reading to bills to annex the subject properties. Councilmember Scott seconded the motion. The motion carried.

First reading was given to bills entitled:

1. TO PROVIDE FOR THE ANNEXATION OF PROPERTY LOCATED ON MAYBANK HIGHWAY 400 FEET WEST OF SOUTHWICK AVENUE (2.3 ACRES) (TMS# 279-00-00-030), JOHNS ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND MAKE IT PART OF DISTRICT 11.
2. TO PROVIDE FOR THE ANNEXATION OF PROPERTY LOCATED ON MAYBANK HIGHWAY 20 FEET WEST OF FERN HILL DRIVE (1.9 ACRES) (TMS# 279-00-00-207), JOHNS ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND MAKE IT PART OF DISTRICT 11.
3. TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 3574 MAYBANK HIGHWAY (0.3 ACRE) (TMS# 279-14-00-047), JOHNS ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND MAKE IT PART OF DISTRICT 11.
4. TO PROVIDE FOR THE ANNEXATION OF PROPERTY LOCATED ON MURRAYWOOD ROAD, APPROXIMATELY 2,500 FEET SOUTH AND WEST OF RIVER ROAD (1.7 ACRES) (TMS# 312-00-00-034), JOHNS ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND MAKE IT PART OF DISTRICT 11.

5. TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1607 POINSETTA ROAD (0.25 ACRE) (TMS# 351-12-00-190), ST. ANDREWS PARISH, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND MAKE IT PART OF DISTRICT 9.
6. TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2076 WILD FLOWER LANE (0.25 ACRE) (TMS# 355-08-00-010), ST. ANDREWS PARISH, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND MAKE IT PART OF DISTRICT 11.
7. TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2097 BISHOP DRIVE (0.25 ACRE) (TMS# 355-14-00-071), ST. ANDREWS PARISH, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND MAKE IT PART OF DISTRICT 11.
8. TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2892 DONCASTER DRIVE (0.30 ACRE) (TMS# 358-10-00-108), ST. ANDREWS PARISH, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND MAKE IT PART OF DISTRICT 10.
9. TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS MARSH ADJACENT TO GHOST ISLAND (8.8 ACRES) (TMS# 418-00-00-004), ST. ANDREWS PARISH, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND MAKE IT PART OF DISTRICT 6.
10. TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 376 PARKDALE DRIVE (0.25 ACRE) (TMS#310-14-00-044), ST. ANDREWS PARISH, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 11.
11. TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2609 RIDGEWOOD AVENUE (0.25 ACRE) (TMS# 355-02-00-095), ST. ANDREWS PARISH, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 11.
12. TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2059 VESTRY DRIVE (0.25 ACRE) (TMS# 355-14-00-048), ST. ANDREWS PARISH, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON AND TO MAKE IT PART OF DISTRICT 11.

Councilmember Hart pointed out that nine of the annexations will be in District 11, his district. He stated his district gets closer and closer to 10,000 constituents everyday, and he hoped the City would be able to do something to address the imbalance in the districts.

Council received the following report of the Committee on Public Works and Utilities:

The Committee on Public Works and Utilities reports: 10/8/96

TO THE MAYOR AND COUNCILMEMBERS,

THE CITY COUNCIL OF CHARLESTON:

The Committee on Public Works and Utilities recommends that City Council:

- a.) accept and dedicate the following streets located on Daniel Island in Berkeley County: **Wexford Sound Phase IV Section 2: Harborsun Drive; Crystal Lake Drive; Wexford**

**Sound Drive; Crystal Shore Court; and Stone Creek: Arlington Drive and Clayton Drive.**

Hilda Hutchinson-Jefferson, Chair  
Maurice G. Washington  
Greg S. Hart

On motion of Councilmember Jefferson, seconded by Councilmember Evans, Council voted to adopt the report of the Committee on Public Works and Utilities and to adopt the following Resolutions:

**RESOLUTION**

Acceptance and Dedication of Streets

*BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF CHARLESTON THAT ALL those certain streets, roads, drives and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina and designated as AFFIRMATION BOULEVARD (50' right-of-way) on a plat entitled "Plat of the Subdivision of 13.49 ac, tract Part 2, Section 12, Lawton Bluff, James Island, City of Charleston, Charleston County, South Carolina" prepared by South Star Surveying Inc., Dated May 8, 1996, and recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ in the RMC office of Charleston County, be and the same are hereby dedicated and accepted as public right-of-way.*

**RESOLUTION**

Acceptance and Dedication of Streets

*BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF CHARLESTON THAT ALL those certain streets, roads, drives and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina and designated as HARBORSUN DRIVE (right-of-way varies), CRYSTAL LAKE DRIVE (55' right-of-way), WEXFORD SOUND DRIVE (50' right-of-way) and CRYSTAL SHORE COURT on a plat entitled "Final Subdivision Plat showing Lots 1-37 and 49-70, Wexford Sound Subdivision, Phase IV, located in the City of Charleston, Charleston County, South Carolina" prepared by Andrew C. Gillette, P.L.S., dated June 28, 1996, and recorded in plat book \_\_\_\_\_, page \_\_\_\_\_ in the RMC office of Charleston County and conveyed to the City by deed August 16, 1996, recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ in the RMC office of Charleston County, be and the same are hereby dedicated and accepted as public right-of-way.*

**RESOLUTION**

Acceptance and Dedication of Streets

*BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF CHARLESTON THAT ALL those certain streets, roads, drives and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina and designated as ARLINGTON DRIVE (50' right-of-way) and CLAYTON DRIVE (50' right-of-way) in Phase I of Stonecreek Subdivision, property of Southport Landing, LLC, located in the City of Charleston, Charleston County, South Carolina" prepared by Andrew C. Gillette, P.L.S., dated July 22, 1996, and recorded in Plat book \_\_\_\_\_, Page \_\_\_\_\_ in the RMC office of Charleston County, be and the same are hereby dedicated and accepted as public right-of-way.*

Next, City Council received the following report of the Committee on Ways and Means:

The Committee on Ways and Means Reports: 10/15/96

TO THE MAYOR AND COUNCILMEMBERS,

THE CITY COUNCIL OF CHARLESTON:

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

- 1.) AMENDMENT TO 1996 BUSINESS LICENSE ORDINANCE: The Committee recommends City Council approve, and authorize the Mayor to sign, the amendment to the 1996 Business License Ordinance.
- 2.) PROPOSED AGREEMENT TO CREATE THE REGIONAL TRANSPORTATION AUTHORITY (RTA): The Committee recommends City Council approve, and authorize the Mayor to sign, the proposed agreement to create the Regional Transportation Authority (RTA).
- 3.) CHARLESTON MARITIME CENTER: SOUTHEASTERN SOIL RECOVERY - FOR TRANSPORTATION AND INCINERATION OF CONTAMINATED SOIL - \$157,500 - ACCOUNT #DP-FIR-5411: The Committee recommends City Council approve, and authorize the Mayor to sign, a contract with Southeastern Soil Recovery for the transportation and incineration of contaminated soil from the Charleston Maritime Center site in the amount of \$157,500. Funding will come from account #DP-FIR-5411.
- 4.) CHARLESTON BASEBALL PARK: GRAPHICS OF SIGNAGE - ANDCO INDUSTRIES CORPORATION - \$41,879 - ACCOUNT #CO-CBP-5419: The Committee recommends City Council approve, and authorize the Mayor to sign, a contract with Andco Industries Corporation for signage graphics at the Charleston Baseball Park in the amount of \$41,879. Funding will come from account #CO-CBP-5419.
- 5.) ISTEA FUNDS - GRANT APPLICATION: The Committee recommends City Council approve, and authorize the Mayor to sign, the grant application for ISTEAs Funds. This grant will cover two important projects: West Ashley Bikeway Extension and the Ashley River Walk, Phase III.

The Committee was in receipt of the following memorandum from Yvonne Fortenberry, Director of Planning and Urban Development:

MEMORANDUM

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

FROM: Yvonne Fortenberry, Director of Planning

DATE: October 8, 1996

SUBJECT: Application for ISTEAs funds

Since 1993, the City of Charleston has applied for and received ISTEAs Enhancement funding for several important transportation-related projects:

Ashley River Walk, Phase I	\$ 80,000
Ashley River Walk, Phase II	80,000

SC61 Expressway Landscaping	200,000
Camden Towers Stabilization & Landscape Project	53,200
Camden Sheds Stabilization Project	128,640
West Ashley Greenway, Phase I	48,000
West Ashley Greenway, Phase II	88,400

These projects are at various stages of construction and when completed, will greatly benefit the City and prove to be catalysts for future projects. Working with staff from the Departments of Traffic and Transportation, Parks and Recreation, we have identified two important projects for this year's ISTEAs funding requests.

#### West Ashley Bikeway Extension

The West Ashley Bikeway is a two-mile paved pathway extending in an east-west direction from Wappoo Road to S. C. Highway 61. When the City took over the abandoned railroad right-of-way in 1980, it was overgrown and poorly maintained, a blight to the community. The City reversed this negative impact, with a well-landscaped bikeway that links neighborhoods, three parks and the St. Andrews High School. Improvements to the abandoned right-of-way currently end at St. Andrews Boulevard.

To expand and increase utilization of the Bikeway, the City's Department of Parks proposes to extend the bikeway to the Ashley River, providing a much-needed new recreation area and public access to the Ashley River.

#### Ashley River Walk, Phase III

The City has received ISTEAs funding for two links in its master plan to provide a continuous bikeway and pedestrian walkway along the southern edge of the peninsula. In phase one, the bike and walkway is being developed along Lockwood Boulevard from the City Marina towards the United States Coast Guard facilities. Phase two of the project, funded last year, will provide a ten-foot wide facility along Lockwood Boulevard between U. S. Highway 17, Brittlebank Park and the new Baseball Stadium. The proposed Phase III will connect the Ashley River Walk from under the James Island Expressway Bridge through the Ashley Marina site and across the Marriott Hotel property. The City has received easement agreements from the two private property owners.

These two projects meet Enhancement Eligibility Criteria for provision of facilities for pedestrians and bicyclists and for landscaping corridors. The West Ashley Bikeway also meets the criteria of preservation of abandoned rail corridors.

Project cost for the West Ashley Bikeway Extension is \$100,000 and \$110,000 for the Ashley River Walk, Phase III, for a total of \$210,000. ISTEAs funding requires a 20% local match of \$42,000. This match will be met through the in-kind services of the Department of Parks landscape architects as well as Construction and Maintenance crews. We will seek a total of \$168,000 in ISTEAs funds.

Your support and approval of this grant application is requested.

**ISTEA ENHANCEMENT FUNDING FOR FY '98**

**Project Summary and Budget**

West Ashley Bikeway Extension

ten-foot wide asphalt over     \$100,000  
existing hard-packed surface -  
4,224 linear feet (.8 mile)

20% local match                     20,000

requested ISTEAFunds             80,000

Ashley River Walk, Phase III

ten-foot wide concrete surface                     \$110,000  
and boardwalk over marsh -  
1,000 linear feet

20% local match                     22,000

requested ISTEAFunds             88,000

**TOTAL BUDGET                     \$210,000**

**20% LOCAL MATCH                     42,000**

**REQUESTED ISTEAFUNDS                     168,000**

- 6.) AUTHORIZATION TO DISBURSE CITY JOURNALS 1991-1995: The Committee recommends City Council approve the distribution of the City Council Journals for the period 1991-1995 and provide a set of these journals to the former Clerk of Council, Mary R. Wrixon.
- 7.) JAMES ISLAND RECREATION CENTER: CARPET FOR GYMNASTICS ADDITION - RUGMASTERS, INC - \$7,844 - ACCOUNT #GF-508-5381: The Committee recommends City Council approve, and authorize the Mayor to sign, a contract with Rugmasters, Inc. for the installation of carpet in the new James Island Recreation Center Gymnastics Addition in the amount of \$7,844. Funding will come from account #GF-508-5381.
- 8.) SALE OF 18 LARNES STREET BY COMMUNITY DEVELOPMENT: The Committee, based on the recommendations of the Committee on Real Estate, recommends City Council approve the sale of 18 Larnes Street to Charles Wright and give first reading to a bill authorizing the Mayor to execute the documents necessary to convey this property.

- 9.) UPDATE STATUS OF DILL PROPERTY AND CONSIDER THE ACQUISITION OF A PORTION OF THE PROPERTY: The Committee, based on the recommendations of the Committee on Real Estate, recommends City Council approve the acquisition of 82 acres on James Island.
- 10.) REPORT ON PENDING HOME OWNERSHIP ZONE APPLICATION: The Committee on Real Estate received a report as information only on a grant submitted on October 8, 1996. No action was required of Council.
- 11.) CONSIDER PARKING LEASE WITH COLLEGE OF CHARLESTON: The Committee, based on the recommendations of the Committee on Real Estate, recommends City Council approve, and authorize the Mayor to sign, a parking lease with the College of Charleston for 72 parking spaces located in the Morris/St. Philip Street parking lot. The term of the lease is four months and the charge is \$7,200 (\$100 per space, per semester).
- 12.) CONSIDER SALE OF 181 FISHBURNE STREET TO MT. HERMAN R.M.U.E. CHURCH: The Committee, based on the recommendations of the Committee on Real Estate, recommends City Council approve the sell of 181 Fishburne Street to Mt. Herman R.M.U.E. Church in the amount of \$5,200 and give first reading to a bill authorizing the Mayor to execute the documents necessary to convey this property.
- 13.) CONSIDER LEASE AGREEMENT FOR 1941 SAVAGE ROAD: The Committee, based on the recommendations of the Committee on Real Estate, recommends City Council approve, and authorize the Mayor to sign, a lease agreement for 1941 Savage Road.
- 14.) CONSIDER DEMOLITION CONTRACTS FOR 126 FISHBURNE STREET, 54 BOGARD STREET, 51 AIKEN STREET, 69 COOPER STREET, 5 PORTERS COURT AND 37 ROSE LANE: The Committee, based on the recommendations of the Committee on Real Estate, recommends City Council approve, and authorize the Mayor to sign, the following demolition contracts:

126 Fishburne Street	\$ 8,900
54 Bogard Street	8,500
51 Aiken Street	6,500
69 Cooper Street	4,500
5 Porters Court	3,950
37 Rose Lane	<u>4,140</u>
	\$36,490

The funds for the demolitions will be charged to account #CE-ADM-525P.

- 15.) CONSIDER PROPOSAL FROM ZIFF PROPERTIES FOR PROPERTIES LOCATED ON THE CORNER OF EAST BAY AND COLUMBUS STREETS: This item was deferred.

- 16.) REVIEW STATUS OF DEMING ROAD PLAYGROUND: The Committee, based on the recommendations of the Committee on Real Estate, recommends City Council approve the purchase of the Deming Road Playground property owned by the St. Andrews Parish Parks and Playground Commission in the amount of \$84,600. Charleston County Council unanimously approved this sale at their October 1, 1996, meeting. This property will remain a playground.
- 17.) UPDATE ON PENDING REAL ESTATE TRANSACTIONS: There were no updates to report.

MAURICE WASHINGTON, Chair  
RICHARD C. HAGERTY, M.D.  
JEROME KINLOCH  
JAMES LEWIS, JR.  
HILDA HUTCHINSON-JEFFERSON  
BRENDA C. SCOTT  
LOUIS WARING  
YVONNE D. EVANS  
MARY R. ADER  
LARRY SHIRLEY  
GREG HART  
JOHN D. THOMAS, M.D.  
JOSEPH P. RILEY, JR., Mayor

Councilmember Washington moved for adoption of the report and to give first reading to three (3) bills as recommended by the Committee on Ways and Means. Councilmember Ader seconded the motion. The motion carried.

First reading was given to the following bills:

AN ORDINANCE TO AMEND THE CITY OF CHARLESTON'S 1996 BUSINESS LICENSE ORDINANCE TO REQUIRE THAT ANY BUSINESS AS DEFINED IN THE CITY OF CHARLESTON'S BUSINESS LICENSE ORDINANCE DOING BUSINESS WITH THE CITY OF CHARLESTON SHALL OBTAIN A MUNICIPAL BUSINESS LICENSE.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A QUIT-CLAIM DEED ON BEHALF OF THE CITY OF CHARLESTON CONVEYING TO CHARLES WRIGHT THE PROPERTY KNOWN AS 18 LARNES STREET, IN THE CITY AND COUNTY OF CHARLESTON, STATE OF SOUTH CAROLINA.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY 181 FISHBURNE STREET LOCATED IN THE CITY OF CHARLESTON, COUNTY OF CHARLESTON, BEARING TMS# 460-07-02-173, TO MT. HERMAN R.M.U.E. CHURCH FOR THE SUM OF FIVE THOUSAND TWO HUNDRED AND 00/100 (\$5,200) DOLLARS.

Mayor Riley noted there was one thing regarding the Dill Property that had not been discussed at the meeting of the Committee on Ways and Means, and he felt it was important to get it on the record. The adjacent land has been considered by the College of Charleston for recreational purposes. The City's purchase would not be contingent on this, but this would be a very nice potential for joint-use activity. He expressed his strong support for the purchase of the property.

When Councilmember Jefferson inquired about the number of acres, the Mayor estimated another 30 or so acres. The Mayor had discussed this matter with Alex Sanders, President of the College of Charleston.

Consideration was given to the matter of giving second reading to eight (8) bills.

Mayor Riley informed Council that one of the bills was deferred at the request of Santee Cooper, namely:

- 1.) the bill granting to South Carolina Public Service Authority a franchise agreement.

On motion of Councilmember Ader the remaining seven (7) bills received second reading. They passed second reading on motion of Councilmember Scott and third reading on motion of Councilmember Evans. On the further motion of Councilmember Jefferson, the rules were suspended and the seven (7) bills were immediately ratified as:

Ratification  
Number 1996-185

#### AN ORDINANCE

TO AMEND CHAPTER 19, ARTICLE VIII, DIVISION 3, OF THE CODE OF THE CITY OF CHARLESTON, SECTION, 19-277 (4), TO EXTEND RESIDENTIAL PARKING DISTRICT "D" BY ADDING BOTH SIDES OF RADCLIFFE STREET, BETWEEN ST. PHILIP STREET AND KING STREET, TO SAID PARKING DISTRICT.

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

Section 1. Chapter 19, Article VIII, Division 3, Section, 19-277 (4) of the Code of the City of Charleston is hereby amended to extend Residential Parking District "D" to include both sides of Radcliffe Street, between St. Philip Street and King Street, by deleting the following words in line 4:

"Radcliffe Street from Jasper Street to St. Philip Street"

and inserting the following language in lieu thereof:

"Radcliffe Street from Jasper to King Street"

SECTION 2. This Ordinance shall become effective upon ratification. A map is attached to the original ordinance.

Ratification  
Number 1996-186

#### AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS TO PERMIT SOUTH CAROLINA ELECTRIC & GAS COMPANY'S USE OF THE TRANSIT SYSTEM FACILITY ON LEEDS AVENUE IN THE COUNTY OF CHARLESTON, STATE OF SOUTH CAROLINA, PURSUANT TO THE PAYMENT AND TRANSFER AGREEMENT ENTERED INTO BETWEEN THE CITY OF CHARLESTON AND SOUTH CAROLINA ELECTRIC & GAS COMPANY APPROVED BY CITY COUNCIL ON JULY 16, 1996, SAID AGREEMENT BEING MARKED AS EXHIBIT "A", ATTACHED HERETO, AND INCORPORATED BY REFERENCE HEREIN AND THE INTERIM OPERATING AGREEMENT FOR PUBLIC TRANSPORTATION SERVICE ENTERED INTO BETWEEN THE CITY OF CHARLESTON AND SOUTH CAROLINA ELECTRIC & GAS COMPANY APPROVED BY CITY COUNCIL ON SEPTEMBER 24, 1996,

SAID AGREEMENT BEING MARKED AS EXHIBIT "B" 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 the necessary documents to permit South Carolina Electric & Gas Company's use of the Transit System facility on Leeds Avenue in the County of Charleston, State of South Carolina, pursuant to the Payment and Transfer Agreement entered into between the City of Charleston and South Carolina Electric & Gas Company approved by City Council on July 16, 1996, said Agreement being marked as Exhibit "A", attached hereto and incorporated by reference herein and the Interim Operating Agreement for public transportation service entered into between the City of Charleston and South Carolina Electric & Gas Company approved by City Council on September 24, 1996, said agreement being marked as Exhibit "B" attached hereto, and incorporated by reference herein.

Section 2. This Ordinance shall become effective upon ratification.

EXHIBIT "A"

PAYMENT AND TRANSFER AGREEMENT

by and between

THE CITY OF CHARLESTON

and

SOUTH CAROLINA ELECTRIC & GAS COMPANY

dated August 22nd, 1996

PAYMENT AND TRANSFER AGREEMENT

THIS AGREEMENT entered into as of the 22nd day of August, 1996, by and between THE CITY OF CHARLESTON (hereinafter referred to as the "City"), and SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina Corporation (hereinafter referred to as the "Company").

WITNESSETH:

WHEREAS, the Company has provided electrical service to the City and its residents for a substantial period of time; and

WHEREAS, the previous Franchise Agreement between the Company and the City required the Company, in return for the granting of the franchise by the City to the Company, to operate a public commercial transportation service (the "Service") within the City limits of the City; and

WHEREAS, the Company is desirous of terminating its obligation to provide such Service and the City is agreeable; and

WHEREAS, such termination does require the approval of the South Carolina Public Service Commission or any other regulatory agency; and

WHEREAS, it is a condition precedent for the agreement of the City to execute a new Franchise Agreement with the Company for electrical service within the limits of the City, which

is being executed contemporaneously with this Agreement, that the Company make certain payments and asset transfers to the City;

NOW, THEREFORE, the Company and the City hereby agree as follows:

## ARTICLE I

- 1.1 In consideration of the execution by the City of new Franchise Agreements which have a term of thirty (30) years, which contain provisions protecting the right of the Company to provide electric service within the present and future boundaries of the City and the Company hereby agrees (i) to pay to the City, without interest, the sum of Twenty-Five Million and No/100 (\$25,000,000.00) Dollars, payable Three Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight and 58/100 (\$3,571,428.58) Dollars per year for each of seven (7) years, beginning at closing and continuing on each anniversary date thereafter for six (6) additional years, and (ii) to convey to the City the real and personal property used exclusively in operating the Service (the "Transit System") as follows:
- (a) Transfer of Assets. Subject to the terms of this Agreement, the Company agrees that, at closing, the Company shall sell, transfer, and deliver to the City, in consideration of the execution of the Franchise Agreements by the City, all of the Company's assets relating to the Transit System, excluding those listed on Schedule B-1 of this Agreement, if any, and including those described on Schedules A, B, C, and D attached hereto (the "Purchased Assets"), and no other assets. It is the intention of the parties to this Agreement that the buses and related parts and equipment to be retained by the City will consist of the thirty-six (36) 1996 Model D-35 New Flyer Transit Coaches recently acquired by the City and leased to the Company and four (4) used coaches to be selected by the City prior to the closing, with assorted parts and tools listed on Schedule B, and that all other older buses and assorted parts, tools and equipment will be retained by the Company. Such sale shall not be subject to any liabilities or obligations other than as listed on Schedule E attached hereto. Subject to the terms of this Agreement, the Company shall assume and agree to pay or discharge the Company's liabilities and obligations as they become due and payable if they relate to the business of operating the Transit System, unless they are listed on Schedule E hereto.
- (b) Closing.
1. Closing Date. The closing of the sale shall take place at City Hall or, if City elects, at the offices of the Company or at the offices of counsel for the Company, on the closing date (the "Closing Date") which shall be fifteen (15) business days after the satisfaction of all Conditions Precedent (as defined and set forth in paragraphs 1.1,j and k of this Agreement) to Closing in this Agreement, but in all events on or before 11:00 a.m. on October 1, 1996, or at such other place or time as the parties hereto may agree. In the event the closing is extended beyond October 1, 1996, the Transit System will be operated for the account of the City after such date and the City shall therefore have the business risk of the Transit System after such date. At the closing, the Company shall deliver to the City such deeds, bills of sale, endorsements, assignments, and other good and sufficient instruments of transfer and conveyance and documents and opinions as required by paragraph 1.1,(l) of this Agreement. The City shall deliver to the Company the instruments and opinions as required by paragraph 1.1,(l) of this Agreement.

2. Value. The agreed upon fair market value of the Purchased Assets shall be as set forth on Schedule F to be attached to this Agreement prior to Closing.
- (c) Representations and Warranties. The Company represents and warrants to the City, which representations and warranties shall survive the closing hereunder as set forth in paragraph 1.1,(n),1, of this Agreement, that:
1. Organization, Power and Standing. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of South Carolina with all requisite power and authority (corporate and otherwise) to own its properties and engage in the business in which it is currently engaged. The copies of the Articles of Incorporation and bylaws of the Company, each as amended through the date hereof, that have been delivered to the City by the Company are complete and correct as of the date of this Agreement. The Company is not in violation of any term of its Articles of Incorporation or bylaws. The Company is duly qualified to do business in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business.
  2. Powers and Authority Relative to Sale of Purchased Assets. The Company has full right, power, and authority (corporate and otherwise) and has taken all required action necessary to permit it to execute and deliver this Agreement and to perform all of the obligations contained herein (including the assignment, transfer, and conveyance of the Purchased Assets), and to execute, deliver, and perform all of the obligations contained in all other instruments or agreements required hereby or incident or collateral hereto, and none of such actions conflicts with or violates any provision of law or of the Articles of Incorporation or bylaws of the Company or violates or constitutes a default under or will result in any breach of any existing agreement applicable to the Company or by which the Company or its assets may be bound, or will result in the imposition of any lien, encumbrance, charge or claim upon any of the Purchased Assets. The City and the Company acknowledge, however, that consents to assignments from parties to various contracts may not have been obtained, and the City and the Company will cooperate prior to Closing to seek to obtain such consents, if any are required.
  3. Valid and Binding Obligation. This Agreement constitutes, and each other agreement to be executed and delivered by the Company in accordance herewith will constitute, the valid and legally binding obligation of the Company enforceable against the Company in accordance with their respective terms, and except that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.
  4. Absence of Undisclosed Liabilities. The Company represents and warrants that it does not know of any basis for the assertion against the Company, as at closing, of any liability of any nature or in any amount which relate to the Transit System or the Purchased Assets not disclosed to the City in writing. The Company will have satisfied all obligations to its Transit System employees up to the closing and no employee shall have any lawful and bona fide claim against the Company for compensation or any accrued benefit.
  5. Status of Purchased Assets.

- (i) Real Estate. The Company is owner of Lot A, 7.169 acres, Leeds Avenue, North Charleston, SC, as shown on a plat thereof by Engineering Surveying & Planning, Inc. dated July 10, 1996 (the "Real Property") and has and will convey to the City at the Closing by limited warranty deed of all its interest to the Real Property, free and clear of any and all mortgages, pledges, liens, security interests, encumbrances or other restrictions including claims or liens for federal, state, or local sales use, income, property or other taxes, subject to any and all restrictions, easements, encumbrances, and other similar rights affecting the underlying title to the Real Property. All buildings and improvements are to be transferred "as is" without representation or warranty as to condition except with respect to the presence of Hazardous Materials in the buildings or improvements, as set forth more fully below.
- (ii) Environmental Representations and Warranties. The Company warrants and represents, except as disclosed on Schedule 1.1(c)(5) (which shall be provided to the City upon the completion of the Phase I and Phase II Environmental Site Assessments), as follows:
  - (a) no release or storage of "hazardous substances" as defined in CERCLA has occurred on the Real Property; (b) the Company has not used, generated, manufactured, stored or disposed on, under or about the Real Property any flammable explosives, radioactive materials, "hazardous waste" or "hazardous substances" as defined in RCRA or CERCLA; (c) the Company has not transported to or from the property any flammable explosives, radioactive explosives, radioactive materials, or "hazardous wastes" or any other "hazardous substances" as defined in RCRA or CERCLA; (d) there is no potential environmental liability on the Real Property; (e) no structures on the Real Property contain asbestos; (f) there are no PCBs or other "hazardous substances" as defined in CERCLA on the Real Property; (g) there has been no litigation or administrative hearing regarding environmental problems associated with the Real Property; (h) no environmental liens have ever been placed or currently exist on the Real Property; (i) the Company will not bring or allow to be brought on to the Real Property any "hazardous substances" as defined in CERCLA or any other Hazardous Materials between the date of the contract and the closing; (j) the Company has not received any correspondence from any federal, state or local environmental regulatory agency with respect to the Real Property; (k) the Company has acquired all necessary environmental permits for the property; and (l) there are no wells or unregistered underground storage tanks on the Real Property.
- (ii) Phase I and Phase II Environmental Site Assessments. The conveyance of the Real Property requires the performance of Phase I and Phase II Environmental Site Assessments (including an asbestos survey) by a mutually agreed upon environmental consultant, to be directed by the City at the Company's sole expense. If the Site Assessments indicate the need for subsequent environmental investigations, and if any Remedial Work to address the presence or suspected presence of Hazardous

Materials (including automotive fluids and asbestos) at or migrating from the Real Property is required by any applicable federal, state or local law, regulation, rule or ordinance as a result of the Site Assessments or subsequent investigations, such investigations and Remedial Work are to be performed at the sole expense of the Company. If the Site Assessments and investigations indicate the presence of Hazardous Materials in the buildings or improvements, Remedial Work shall include the containment or removal of such Hazardous Materials to the satisfaction of the City. The Company will indemnify the City with respect to any environmental contamination at or migrating from the Real Property associated with Hazardous Materials (including automotive fluids and asbestos), known or unknown, existing at the date of closing, as more fully set forth in paragraph 1.1(n)2. Notwithstanding the foregoing, if the Company fails to agree to perform, at no cost to the City, the Remedial Work described herein, the costs and expenses of such work will be added to the payment as described in Article I, paragraph 1.1.(i).

- (iv) Operating Assets. The Company is the sole owner of the Purchased Assets and has and will convey to the City at the Closing title and all proprietary rights and interests in and to such Assets, free and clear of any and all mortgages, pledges, liens, security interests, encumbrances or other restrictions, including claims or liens for federal, state or local sales, use, income, property or other taxes. The Purchased Assets include all assets owned by the Company used exclusively in the operation of the Transit System, except those, if any, listed on Schedule B-1 to this Agreement.
- 6. Condition of Buses and Equipment. All of the Company's buses and equipment to be sold to or retained by the City are transferred "as is" with no representation or warranty, express or implied, except as to title. The Company will transfer any warranties for the Equipment and buses to the City at closing.
- 7. Employment Laws. The Company is in compliance with all federal, state and local laws, and any rules or regulations thereunder, affecting the employee rights or employment opportunities of any person, including without limitation, the Consolidated Omnibus Budgetary Reconciliation Act of 1987 ("COBRA"), and the Equal Employment Opportunity Act of 1972 with respect to the employees of the Transit System, and has not received any notice and has no knowledge of any violations thereunder. COBRA continuation coverage has been offered to all qualified beneficiaries and all provisions of COBRA relating to continuation coverage have been complied with. The City or its designee shall satisfy the requirements of a Section 13(c) Implementation Agreement at the sole expense of the City or its designee at the end of the term of the Interim Operating Agreement referred to in paragraph 1.1.(j), 4 of this Agreement.
- 8. Inventory. The Company's inventory of supplies shall be maintained at normal levels through the Closing.
- 9. Taxes. The Company has made and shall make all withholdings of taxes required to be made under all applicable federal, state, and local tax laws or regulations and shall make all payments to the taxing authorities of amounts withheld or accrued up to the time of closing. The Company shall have prepared and filed with the appropriate federal, state and local agencies all tax returns

required to be filed and shall have paid or made provisions for payment of all taxes shown on such returns to be payable or which have or will become due pursuant to any assessment. All personal property taxes and similar like charges, whether or not a lien, assessed or to be assessed for the tax year in which the transaction contemplated by this Agreement is consummated, shall be prorated between the City and the Company to the date of Closing. The Company is not a party to any pending action or proceeding, nor is any action or proceeding threatened, by any governmental authority for assessment or collection of such taxes and no claim for assessment or collection of such taxes relating to the business or Assets has been asserted against the Company.

10. Necessary Information and Documentation. The Company shall provide the City or its designee with all information and documentation in its possession which will be useful to the City or its designee in commencing operations, and discharging its obligations in the ordinary course of business, and shall use its best efforts to cooperate with the City or its designee in effecting a smooth transition of the operation of the Transit System.

(d) Representations and Warranties. The City represents and warrants to the Company as follows:

1. Organization, Power and Standing. The City (including its assigns) is a body politic duly organized, validly existing and in good standing under the laws of the State of South Carolina with all requisite power and authority (corporate and otherwise) to own its properties and engage in the business in which it is currently engaged. The copy of the Charter of the City, as amended through the date hereof, that has been delivered to the Company by the City is complete and correct as of the date of this Agreement and will continue in effect without further amendment through the Closing.
2. Valid and Binding Obligation of the City. The City Council of Charleston has authorized the execution and delivery of this Agreement and this Agreement constitutes, and each other instrument or agreement to be executed and delivered by the City in accordance herewith will constitute, the valid and legally binding obligation of the City enforceable against the City in accordance with their respective terms, subject to applicable bankruptcy, insolvency, and other general laws affecting the rights and remedies of creditors and except that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

(e) Assets. The Company will provide to the City at least thirty (30) days prior to closing, to be attached to this Agreement as Schedules A, B, C and D lists, certified as complete by the Company and the City, of the Purchased Assets of the Company to be transferred to the City at closing. The Company shall retain its cash in banks and on hand, its accounts receivable, its prepaid expenses, and its deposits. The Schedules are to be as follows and the City agrees as follows:

1. Schedule A. Items and assets as listed, including real property and listed Contracts.
2. Schedule B. Buses, furniture, equipment, fixtures, supplies, vehicles, and other personal property used in the operation of the Transit System and presently owned by the Company. Any personal property owned by the Company and

used exclusively by the Company in the operation of the Transit System but not listed on Schedule B shall, nevertheless, be transferred by the Company to the City at closing, unless listed on Schedule B-1 to this Agreement.

3. Schedule C. Inventory.
  4. Schedule D. Licenses, permits, service agreements, and other listed intangibles, if any.
- (f) Liabilities. The Company will make such arrangements and obtain such consents as necessary to pay and discharge each obligation of the Company as they become due and payable, including all such trade payables, and to cause the Company to be released by each obligee from each such obligation prior to or at the closing, as the same may be increased or decreased after the date hereof and prior to Closing in the ordinary course of business.
- (g) Access and Information. The Company shall give to the City and the City's counsel, accountants, and other representatives full access, during normal business hours throughout the period prior to the closing, to all the Company's properties, books, contracts, commitments, and records which relate in any manner to the Transit System, and shall furnish the City during such period with all such information concerning the Company's affairs as the City reasonably may request. Prior to Closing, without the Company's consent, the City shall not duplicate any of the Company's books, contracts or records nor shall the Company remove any such books, contracts or records from the Company's offices. Further, until the City acquires the Purchased Assets pursuant to this Agreement, the City shall, and shall cause its accountants, attorneys and representatives to, keep all information concerning the Company's affairs and all of the Company's properties, books, contracts, commitments and records confidential and shall not disclose any such information to any party.
- (h) Conduct of Business Pending Closing. The Company and the City agree that, pending the closing and from and after the date hereof:
1. The business of the Company constituting the Transit System will be conducted only in the ordinary course, including the replacement of equipment and vehicles, and for the account of the Company.
  2. All risk of loss, injury or damage to any asset to be transferred to the City pursuant to this Agreement shall be with the Company.
  3. Receivables and payables shall be collected and incurred in the ordinary course.
- (i) Consents and Approvals. The Company and the City shall cooperate and use commercially reasonable efforts to obtain all governmental and regulatory approvals and actions necessary to consummate the transactions contemplated hereby which are required to be obtained by applicable law or regulations or otherwise, including, but not limited to, consent of the Public Service Commission.
- (j) Conditions Precedent as to the Company. All obligations of the Company under this Agreement are subject to the fulfillment, prior to or at the closing, of each of the following conditions:
1. Representations and Warranties. The City's representations and warranties contained in this Agreement shall be true at the time of closing as though such representations and warranties were made at such time.

2. Performance. The City shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the closing.
  3. Franchise Agreement. The Company and the City have entered into Franchise Agreements for electric service and natural gas service distribution.
  4. Interim Operating Agreement. The City has executed and delivered to the Company an Interim Operating Agreement in form and substance mutually agreeable to the City and the Company. Such Agreement shall provide that a Regional Transportation Authority, or other designee of the City, will enter into a 13(c) Implementation Agreement with Transit System employees at the termination of the Interim Operating Agreement.
  5. Legal Opinion from Counsel for the City. The Company shall have received the written opinion of Regan and Cantwell, counsel for the City, dated the Closing Date, in form and substance reasonably satisfactory to the Company.
  6. Other. Any other event or circumstance exists which would excuse the Company from liability under paragraph 1.1,(m) hereinbelow.
- (k) Conditions Precedent as to the City. All obligations of the City under this Agreement are subject to the fulfillment, prior to or at the time of closing of each of the following conditions, and the City shall give to the Company prompt written notice of the failure of any such condition:
1. Representations and Warranties. The Company's representations and warranties contained in this Agreement shall be true at the time of closing as though such representations and warranties were made at such time.
  2. Performance. The Company shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the closing.
  3. Franchise Agreement. The City and the Company have entered into Franchise Agreements for electric service and natural gas service and distribution.
  4. Interim Operating Agreement. The Company has executed and delivered to the City an Interim Operating Agreement in form and substance mutually agreeable to the City and the Company.
  5. Documents. The Company has furnished to the City prior to closing all books and records of the Company with respect to the operation of the Transit System, and the Company has furnished to the City a complete inventory of all inventory, equipment, fixtures, vehicles, furniture and supplies, exclusively used by the Company in the operation of the Transit System and copies of any and all applicable contracts and agreements with vendors.
  6. Required Consents. All consents, approvals, and waivers, including the consents required from all governmental agencies to the City's acquisition and operation of the Purchased Assets, necessary to consummate the transactions contemplated hereby and for the transfer of the Purchased Assets to the City shall have been obtained by the Company and the City.

7. Legal Opinion from Counsel for the Company. The City shall have received the written opinion of Warren & Sinkler, L.L.P., counsel for the Company, dated the Closing Date, in form and substance reasonably satisfactory to the City.
  8. Phase I and Phase II Environmental Site Assessments. The City and the Company have caused to be performed Phase I and Phase II Environmental Site Assessments as set forth in paragraph 1.1(c)(5.(i).
- (l) Requirements of Closing. At the closing the following documents shall be delivered, and the following actions shall be taken:
1. Actions and Documents of the Company. At the closing the Company shall:
    - (a) Execute and deliver, or cause to be delivered, the following documents, to the City:
      - (i) An Assignment of all contracts, licenses, permits and/or intangibles listed on Schedules A, B, C or D;
      - (ii) A Bill of Sale(s) and Assignment as to the personal property and other assets listed on Schedules A, B, C and D. The transfer of all rights of the Company in any contracts shall be only with the City's written consent and subject to assumption by the City of all future obligations of the Company under such contracts. The Bill of Sale shall constitute a general assignment and transfer of all assets owned by the Company and used or useful in the operation by the Company of the Transit System at the date hereof and at the date of closing which are not transferred by other documents referred to in this subparagraph, other than cash and other assets set forth in paragraph 1.1,(e) of this Agreement;
      - (iii) A limited warranty claim deed to any real estate and an assignment of any lease agreements which constitute a part of the Purchased Assets;
      - (iv) The written opinion of counsel to the Company;
      - (v) A Closing Statement for the closing; and
      - (vi) Such other documents, if any, as are necessary to (a) ratify the conditions precedent in paragraph 1.1,(k) of this Agreement and (b) release the lien pledge or security interest of any person in any asset to be transferred to the City at closing.
    - (b) Take such other and further action, if any, that shall be necessary to effectuate the transfer of the assets to be purchased by the City at closing.
  2. Actions and Documents of the City. At the closing the City shall:
    - (a) Execute and deliver or cause to be delivered to the Company the following documents:
      - (i) A Closing Statement for the closing;
      - (ii) The Assignment documents;

- (iii) All such certificates and resolutions as are reasonably required by the Company to evidence the power, capacity and authority of the City to consummate this transaction and to execute this Agreement and the documents referenced herein; and
  - (b) The written opinion of counsel to the City.
  - (c) Take such other and further action, if any, that shall be necessary to effectuate the transfer of the assets to be purchased by the City at closing and the assumption, payment or disclosure of the liabilities of the Company.
- 3. Assets and Liabilities. It is the intention and the agreement of the Company and the City that the assets of the Company be transferred to the City in the manner set forth in this Agreement and that the liabilities of the Company as of the date of closing shall be assumed, paid or discharged by the Company in the manner set forth in this Agreement and in this paragraph 1.1,(I). To the extent that the documents to be executed and delivered by any party to this transaction do not effectuate the transfer of assets and the payment or discharge of liabilities of the Company as of the date of closing in accordance with this Agreement, such documents shall be amended, or, in the alternative, the City or the Company shall deliver such other and further documents to effectuate compliance with this paragraph 1.1,(I).
- 4. Payment by the Company. The Company, at the closing, shall assume, pay or discharge or make arrangements satisfactory to the City, as to the following:
  - All those liabilities and obligations of the Company as of the date of this Agreement, as reduced or increased in the ordinary course of business pursuant to this Agreement and prior to the closing.
- 5. The City Shall Not Assume. Unless otherwise set forth herein, the City shall not assume or be liable for any liability of the Company in respect of:
  - (a) Any profit derived from the sale provided for by this Agreement or any sales taxes on such sale;
  - (b) The preparation or filing of any income tax returns and the payment of any income taxes, unemployment taxes or charges, or FICA withholdings, or making of workman's compensation filings, all attributable to the business of the Company required to be filed or paid after the closing date. The Company shall assume all liability for such filings and the correctness thereof and the payment of all amounts reported or to be reported therein;
  - (c) The repayment of any indebtedness owed to any person, firm or entity by the Company;
  - (d) Unknown and Undisclosed liabilities;
  - (e) Closing expenses except to the extent set forth in subparagraph 8 below;
  - (f) Liabilities for injury to person(s) or damage to property occurring prior to closing including any and all liabilities due to environmental contamination;

- (g) The liabilities listed in paragraph 1.1,(l),4, of this Agreement;
  - (h) Trade payables and any indebtedness on Schedule I attached hereto;  
and
6. Documents. All documents to be executed and delivered by the Company to the City or by the City to the Company shall be satisfactory, in form, substance, and as to identities of parties, to the party receiving such documents, and its counsel.
  7. Closing Expenses. The Company and the City shall pay their own expenses (including without limitation the fees and expenses of their agents, representatives, counsel and accountants) incidental to the preparation and carrying out of this Agreement.
  8. Prorations. Notwithstanding the foregoing, all normal and customarily proratable items, including without limitation, real estate and personal property taxes, utility bills, rents, lease payments, and insurance premiums shall be prorated as of the closing, the City being charged and credited for all of same on and after such date. If the actual amounts to be prorated are not known as of the closing, the prorations shall be made on the basis of the best evidence then available, and thereafter, when actual figures are received, a cash settlement will be made between the Company and the City.
- (m) Transfer, Sales Taxes, Etc. The cost of any sales and transfer taxes or fees imposed under the laws of any state or political subdivision thereof, which arise out of the transfer of the Purchased Assets shall be paid by the Company.
  - (n) Survival of Representations and Warranties; Indemnification.
    1. Survival. The Company and the City agree that the representations and warranties contained in this Agreement shall survive the closing for a period of three (3) years, provided that the representations and warranties contained in paragraph 1.1(c),13, shall survive the closing until the applicable statutes of limitations relating thereto shall have run. The indemnity by the Company as to environmental problems in paragraph 1.1(c)5 shall survive the closing without limitation.
    2. Responsibility. The Company acknowledges that it shall be responsible for all costs, expenses, claims, liabilities, fees and charges whatsoever arising out of or relating to the Transit System operations or the Purchased Assets as conducted or used prior to the closing and all payments, damages, claims, demands, losses, expenses, costs, obligations and liabilities, including reasonable attorneys' fees (collectively, the "Losses") (a) which arise or result from or are related to any breach or failure of the Company to perform any of its or their representations and warranties hereunder which survive the closing; (b) which result from the failure of the Company to discharge any of its liabilities, other than liabilities specifically assumed hereunder; and/or (c) which result from any actions of the Company, its employees, representatives or agents taken prior to the closing or the operations of the Company relating to the Purchased Assets prior to the closing, provided, that the responsibility as to breach of a representation or warranty contained in paragraph 1.1,(c) by the Company shall expire three (3) years from the closing.

The City acknowledges that it shall be responsible for all costs, expenses, claims, liabilities, fees, and charges whatsoever

arising out of or relating to the Transit System operations or the Purchased Assets as conducted or used from and after the closing and all payments, damages, payments, demands, claims, losses, expenses, costs, obligations and liabilities, including reasonable attorneys' fees (collectively, the "Losses") (a) which arise or result from or are related to the breach or failure of the City to perform any of its or their representations and warranties hereunder which survive the closing; (b) which result from any actions of the City to discharge any of its liabilities; and/or (c) which result from any actions of the City, its employees, representatives or agents or the operations of the City relating to the Transit System or the Purchased Assets subsequent to the closing. Consummation of the transactions contemplated hereby shall not be deemed or construed as a waiver of any right or remedy of the Company or the City, nor shall this section or any other provision of this Agreement be deemed or construed to be a waiver of any ground of defense of the Company or the City.

3. Environmental Responsibility. The Company shall defend, protect, indemnify and hold harmless the City, its successors and assigns, and respective officers, consultants, attorneys and employees and their respective heirs, legal representatives, successors and assigns from and against all liabilities, losses, costs, damages, expenses or claims, including, but not limited to, remedial, removal, response, abatement, cleanup, legal, investigative, and monitoring costs and other related costs, expenses, losses, damages, penalties, fines, liabilities, obligations, defenses, judgments, suits, proceedings, and disbursements (including, without limitation, reasonable attorneys' and experts' fees and disbursements) arising: (i) from Environmental Claims related to the Real Property existing as of closing; and/or (ii) otherwise from the presence or existence from and after the date hereof of Hazardous Materials existing on the Real Property as of closing including all consequential damages.
- (o) Representations. The Company has made no representation or warranty, express or implied, to the City or any of its officers, councilmen, employees, or agents, with respect to the Service, its operation, its income, or its expenses, or as to the physical condition, necessity or usefulness of any real or personal property to be transferred by the Company to the City, except as may be specifically set forth in paragraph 1.1(c). The City has made such investigation with respect to the Service and the real and personal properties associated with such Service to be transferred to the City by the Company prior to the date of this Agreement and has arrived at its own conclusions as to the necessary assets and financial and operation aspects of the Service. Without limiting the generality of the foregoing and in addition to the foregoing, the Company has specifically not made any representation to the City and the City is relying upon its own investigation and experts in making the determination as to (i) the feasibility of the City operating the Service, and (ii) the sufficiency of the real and personal property to be transferred by the Company to the City with respect to the operation of the Service. Without limiting the foregoing in any manner whatsoever, the Company agrees, upon the written request of the City, to assist the City in the management of the Service for a period of no longer than six (6) months after the closing with an option to extend an additional three (3) months, or as extended by mutual agreement, in order to provide a stable and orderly transition of management of the business of providing the Service.

- (p) Employees. For a two (2) year period following the termination of the Interim Operating Agreement, the City or its designee will cause to be employed all employees of the Company then regularly employed in providing the Service at substantially the same pay rates and with substantially the same benefits as paid or provided by the Company at the date of closing, but each such employee may be terminated for cause.
- 1.2 In the event the Franchise Agreement as to electric service between the Company and the City executed contemporaneously herewith is terminated by the City, prior to its stated thirty (30) year term, or, in the event franchise fees payable by the Company to the City under such Agreement are terminated pursuant to such Franchise Agreement because the City has granted to a third party the right to supply electric service within the City, then, and in such event, paragraph 1.1 of this Agreement as to payments shall terminate and the Company shall have no further obligation to make any further payments.
- 1.3 The Company shall, as to all other conditions and elements of services not fixed herein, be and remain subject to the reasonable rules and regulations of the South Carolina Public Service Commission or its successors, applicable to electric and gas in the City.

## **ARTICLE II** **OPERATION**

- 2.1 From and after the date of this Agreement and until closing, the Company shall operate the Service in accordance with its usual business practices and the property and equipment to be transferred by the Company to the City will be maintained in good order and condition in the same manner employed by the Company in the past.
- 2.2 The Company shall have power and authority to make all contracts and disbursements necessary to perform the Service as such service has been performed by the Company in the past, including, but not limited to, the authority to pay all costs and expenses of operating, maintaining, and insuring the real and personal property, including vehicles, used in the Service.
- 2.3 The Company and the City agree that from and after the closing and for a period of one hundred eighty (180) days thereafter, the Company shall have the right of joint use of certain service bays and related facilities and of the portion of the commercial vehicle storage facility located at the Real Property for certain operations of the Company located at such facility at the date of closing but which are unrelated to the Service. The Company shall also have the right to use and maintain its existing radio facility on such site. The Company shall not be obligated to pay any consideration for such joint use.

## **ARTICLE III** **GENERAL**

- 3.1 Nothing in this Agreement is intended or shall be construed to confer upon or to give to any person, firm, or corporation, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement. All terms and conditions in this Agreement shall be for the sole and exclusive benefit of the parties hereto.
- 3.2 This Agreement is not assignable, in whole or in part, by the Company or by the City without the prior written consent of the other party, which consent may be withheld in its sole discretion.
- 3.3 This Agreement shall be subject to and construed in accordance with the laws of the State of South Carolina.

3.4 Any notice, demand or other instrument or written communication required or permitted to be given, served, made or delivered hereunder may be given, served, made or delivered by mailing the same by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Company:                      South Carolina Electric & Gas  
Company  
Columbia, SC 29218  
Attention: Belton T. Zeigler,  
Esquire

If to the City:                              The City of Charleston  
80 Broad Street  
Charleston, SC  
29401  
Attention: The Mayor

or to such other addresses as either party may request by written notice to the other party. Any such notice, demand, or other instrument or written communication mailed as above provided shall be deemed to have been given, served, made or delivered at the time that it was placed in the mail and sufficient postage attached.

- 3.5 Neither this Agreement nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each party to this Agreement.
- 3.6 The covenants and agreements in the within Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, distributees, executors, administrators, legal representatives, assigns and upon their respective successors in interest.
- 3.7 This instrument constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms set forth herein. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

#### **ARTICLE IV** **DEFINITIONS**

4.1 The following terms shall have the following meanings for the purposes of this Agreement:

Environmental Claim shall include, but not be limited to, any claim, demand, action, suit, fine, penalty, judgment or proceeding that imposes or seeks to impose costs or liabilities for (i) pollution or contamination of the air, surface water, ground water, or land; (ii) solid, gaseous, or liquid hazardous waste generation, handling, treatment, storage, disposal, or transportation; (iii) exposure to Hazardous Materials and use or storage of Hazardous Materials; (iv) injury to or

death of any person or persons attributable to Hazardous Materials; and (v) penalties attributable to Hazardous Materials. The term "Environmental Claim" also includes (i) costs of and expenses associated with removal of any and all Hazardous Materials from all or any portion of the Real Property; (ii) costs of and expenses required for taking necessary precautions to protect against the release of Hazardous Materials on, in, under or affecting the Real Property, the air, surface water, ground water, land, and any public domain, or any surrounding areas; and (iii) costs of and expenses incurred in complying, in connection with all or any portion of the Real Property, with all applicable laws with respect to known or unknown Hazardous Materials, including any such laws applicable to the work referred to in this sentence. "Environmental Claim" also includes (i) any material breach or violation of any requirement of environmental law, or (ii) any event, occurrence, or condition which results from such breach or violation of requirements or environmental law, and which may (a) result in the liability of the City, or any owner, occupant, or person having any interest in the Real Property; (b) result in the restriction on use, ownership or transferability of the Real Property; or (c) necessitate Remedial Work.

Hazardous Materials shall include, without limitation: (i) those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq. ("RCRA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., Section 3 of the Clean Air Act (33 U.S.C. Section 1321), Section 307 of the Clean Water Act (33 U.S.C. Section 1317) and in the regulations promulgated pursuant to said laws; (ii) those substances defined as "special wastes" in S.C. Code Ann. §44-96-390(A); (iii) petroleum, petroleum products or automotive fluids; (iv) flammable, explosive, or radioactive materials; and (v) such other substances, materials and wastes which are or become regulated as hazardous or toxic under applicable federal, state or local law, or which are classified as hazardous or toxic under applicable federal, state, or local laws or regulations.

Remedial Work shall mean (i) any and all designing, planning, construction and operation required of the City, as Tenant under the Lease Agreement with the National Park Service with respect to hazardous substances at or under the Property, including but not limited to the Memorandum of Understanding with EPA, Region IV, attached as Exhibit K to the Lease Agreement and (ii) those actions necessary to respond to the presence or suspected presence of Hazardous Materials, or the migration of contaminants, and to respond to any impacts on natural resources under the trusteeship of the state or federal government. The term Remedial Work shall include, but not be limited to, the preparation of any pre-remedial investigations, remedial investigations, and/or feasibility studies, reports, or remedial plans; the formation and accomplishment of any cleanup, containment, treatment, or disposal of Hazardous Substances; installation or operation or maintenance of any remedial systems; and monitoring of soil, air or waters; and the term shall encompass the terms "removal", "remedy", or "remedial action" as those terms are defined in CERCLA Section 101. IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first hereinabove written. See original ordinance for signatures.

### **SCHEDULES A, B and C**

Property Located at  
3664 Leeds Avenue  
Charleston, SC 29405

Engine & Transmission Overhaul Room

1 Transmission Stand  
20 Ton Press  
2 Vises  
1 Bench Grinder  
1 Valve Grinding Machine & Seat Grinder  
1 Magna Flux Equipment  
1 Portable Work Bench  
2 Parts Carts  
1 Engine Pre-Oiler  
2 Bolt Bins  
2 Parts Cabinets  
1 Oil Dry Container

#### Miscellaneous Engine Tools

1 Cylinder Liner Puller  
1 Bore Gauge  
1 Side Engine Mount  
1 Cylinder Hone

#### Unit Room

1 Drill Press  
1 Alternator & Starter Tester  
1 Bench Grinder  
1 Battery Charger  
1 Battery Tester

#### Machine Shop

1 Heavy Duty Drum Lathe  
1 Battery Cable Tools

#### Parts Room

1 Computer  
1 Desk  
Misc Cabinets

Gasboy Equipment

#### Tire Room

1 Large Bus/Truck Tire Changer

1 Large Bus/Truck Tire Balancer  
1 Tire Re-groover Machine  
1 Chain Hoist  
1 Tire Spreader  
1 Cheetah Beadseating Tool  
2 Air Hose Reels  
2 5 Ton Jack Stands  
1 10 Ton Floor Jack  
1 2 Ton Floor Jack  
7 Tire Tools  
1 1" Air Gun  
1 1/2" Air Gun  
1 Die Grinder  
1 Vehicle (1751) 1986 State Body Chevrolet

#### Section C

2 Portable Crane Lifts  
1 A/C Recovery Machine  
1 Portable Rotary Bus Lift  
1 Bench Grinder  
1 A/C Recovery, Recycling, Recharging Unit  
1 Drill Press  
1 Portable Wheel Bearing Packer  
3 Wheel Dollies  
1 Heavy Duty Starter & Charging System Tester  
4 Portable Jack Stands  
1 VH9 & VS2 Transmission Jack  
1 OTC Transmission Jack  
1 Computer  
1 Printer  
1 A/C Freon Weigh Scale  
1 Vacuum Cleaner  
1 Vacuum Pump for A/C Systems

5 Miscellaneous Worktables/Benches

1 Battery Charger

2 Oil Dry Storage Container

3 Floor Fans

5 Cleaning Machines (owned)

1 Scrap Metal Bin

3 Bolt Cabinets

1 Ice Machine

1 Push Bar

1 Tall Portable Ladder

1 Steam Cleaner

2 Battery Carts

2 Portable Ladders

2 Bottle Caddies

1 Washer/Dryer

4 RTS Buses (3280,3281,3282,3283)

1 Vehicle (5770) 1994 Chevrolet Truck

Body Shop

2 Battery Chargers

1 Drill Press

1 Acetylene Torches

1 Portable Welder

1 Metal Break

1 Table Saw

2 Band Saws

1 Band Saw - Metal Cutting

1 Vacuum Cleaner

1 Floor Model Belt Sander

1 Bench Grinder

1 Oil Dry Storage Container

1 Storage Cabinet

2 Tape & paper Machine

2 Saw Horses

1 Floor Fan  
4 Work Benches

**SCHEDULE D**

None

**SCHEDULE I**

None

**INTERIM OPERATING AGREEMENT  
PUBLIC TRANSPORTATION SERVICE**

CHARLESTON, SOUTH CAROLINA

OCTOBER 18, 1996

the Company, and the Company has agreed, to serve as the interim manager of the Transit System for a defined period of time.

NOW, THEREFORE, the Company and the City hereby agree as follows:

**ARTICLE I  
INTERIM OPERATION**

- 1.1 Appointment. The City hereby contracts with the Company and the Company agrees to serve as the interim manager (the "Interim Manager") to aid the City in the operation of the Transit System in accordance with the terms and conditions of this Agreement.
- 1.2 Assets. The assets owned by the City and to be used by the Company in the performance of its duties under this Agreement with respect to the operation of the Transit System include certain buses formerly used by the Company in the operation of the Transit System, now owned by the City, together with attendant supplies, spare parts, and tools, certain new buses, and attendant supplies, spare parts and tools, and DASH buses owned by the City (hereinafter collectively referred to as the "Equipment") and the use, as necessary, of the facility for parking, servicing, and maintaining such buses and the storage and use of such attendant Equipment, tools, and supplies, located at Leeds Avenue, Charleston, South Carolina.

**ARTICLE II  
TERM OF AGREEMENT**

- 2.1 Original Term; Opening Date. The term of this Agreement shall commence as of the date hereof and shall expire upon the earlier of (i) formation by the City of Charleston and other public bodies of a regional transit authority (the "Regional Transit Authority") which will operate the Transit System and (ii) six (6) months from the date of this Agreement.
- 2.2 Renewal Term. The term of this Agreement may be renewed for up to an additional six (6) months upon the prior written consent of the Company and the City.
- 2.3 Operating Term. The phrase "operating term" as used herein, shall mean that portion of the original term commencing on the date of this Agreement and any renewal or renewals thereof then in effect under Section 2.2 hereof.

- 2.4 Operating Year. An "operating year", as used herein, shall mean a full calendar year during the operating term, except that the "first operating year" shall be the period commencing on the date of this Agreement.

**ARTICLE III  
DUTIES AND POWERS OF PARTIES DURING OPERATING PERIOD**

- 3.1 Duties of the Company. During the operating term, the Company and the City shall have the following respective duties and powers:
- (a) Subject to and consistent with the provisions of this Agreement, the Company shall operate the Transit System at the direction of the City, which shall have the sole and exclusive right to supervise and direct the management and operation of the Transit System by the Company;
  - (b) The Company shall supervise and direct the day to day operations of the Transit System, but the City shall have the right to determine the operating policies (including the establishment of rates and charges), the routes, timing of stops, terms and conditions of conveyance of passengers, standards of operation, quality of the Transit System and any other matters affecting customer opinion. The Company shall submit to the City, for approval, an original schedule, and from time to time revisions thereof, of all rates and changes for the Transit System.
  - (c) The Company shall have the power and responsibility to hire, promote, discharge, and supervise the work of all employees operating the Transit System and shall negotiate with the Union representing such employees;
  - (d) The Company shall negotiate and consummate, in the name of the Company, Agreements or arrangements with concessionaires, licenses, tenants or other intended users of the Transit System;
  - (e) The Company shall have the right to enter into such Agreements as may be deemed necessary or advisable for the furnishing of all utilities, services, inventories, operating supplies, and other materials as may be needed for the operation of the Transit System;
  - (f) The Company shall, as an expense of the Transit System, make all reasonably needed operating expenditures and mutually agreed upon capital expenditures;
  - (g) The Company shall apply for, obtain and maintain, in the name of and at the expense of the Transit System, all licenses and permits required of the Company in connection with the management and operation of the Transit System;
  - (h) The Company shall receive, and deposit, in its own accounts, all monies received in connection with the operation of the Transit System and pay such amounts to the City monthly. All expenditures required to be made in connection with the maintenance and operation of the Transit System shall be made by the Company from its own funds.
  - (i) Within thirty (30) days after the end of each calendar quarter during an operating year, the Company shall cause to be prepared, and given to the City, a profit and loss statement showing the results of operation of the Transit System for such calendar quarter and for the period beginning with the commencement of such operating year and ending with such calendar quarter. Such statement shall be

prepared by the Company, shall be taken and made from the books of account of the Transit System.

- (j) The Company shall take any and all legal actions or proceedings to collect income and process warranty claims from the Transit System, or to cancel or terminate, any lease, license, or concession agreement. All such expenses shall and for all purposes of this Agreement constitute an expense of the Transit System.
- (k) The Company shall cause, as an operating expense of the Transit System, compliance with all statutes, ordinances, laws, rules, regulations and orders of any Federal, state or municipal government and appropriate departments, commissions, boards, and officers having jurisdiction respecting the Transit System; provided that the Company shall have the right to contest, as an expense of the Transit System, by proper legal proceedings, the validity, so far as applicable to it, of any such statute, ordinance, law, rule, regulation, order or requirement, provided such contest shall not result in a suspension of operations of the Transit System. The Company shall prosecute all such proceedings with all due diligence.
- (l) The Company will employ, as an operating expense of the Transit System, all employees necessary to manage and operate the Transit System. At the termination of this Agreement, all such employees shall become employees of the City and/or its designees and the City and/or its designees shall retain all such employees, subject to termination for cause for a period of at least twenty-four (24) months from the date of termination of this Agreement. The Company shall continue as a party to the Section 13(c) (Urban Mass Transportation Act) Implementation Agreement for the term of this Agreement. From and after the termination of this Agreement, the City, the Regional Transit Authority, or any designee of the City, shall become a party to a Section 13(c) Implementation Agreement with the union representing employees of the Transit System.
- (m) The Company shall have, in its separate corporate capacity, and not as the Interim Manager hereunder, the right to joint use of the Leeds Avenue facility of the City for its own separate operations for the original term of this Agreement, provided, however, such use shall not interfere with the use of the facility by the Company for the operation of the Transit System.
- (n) The Company shall be responsible for payment of all operating expenses, charges and liabilities it incurs with respect to or attributable to the operation of the Transit System by the Company pursuant to this Agreement, including, but not limited to, (i) Company overhead and other general charges properly allowable to the Transit System under established Company-wide corporate cost allocation methodologies, (ii) costs, including attorneys fees, and awards in any legal proceedings arising out of any event occurring during the term of this Agreement, irrespective of when such proceedings are filed; (iii) contract claims; (iv) routine and normal capital expenditures for Equipment replacement, (v) any insurance expense over and above insurance provided by the City; and (vi) mutually agreed upon major capital expenditures.

3.2 Duties of the City. During the operating term, the City shall have the following duties and obligations:

- (a) The City shall designate the name and address of a representative who shall act for the City in all dealings with the Company hereunder. The Company may until the City gives notice to the Company to the contrary, rely upon any approval, decision or other act of such representative as being the approval, decision or act of the City, except those decisions or acts which require City Council approval. The City may from time to time by notice to the Company change the name and/or address of such representative.
- (b) The City shall cooperate with the Company in applying for, obtaining and maintaining all licenses and permits required in connection with the management and the operation of the Transit System, and shall execute and deliver any and all applications and other documents that may be necessary or proper in connection therewith.
- (c) The City shall use its best efforts to establish the Regional Transit Authority to operate the Transit System as soon as is practicable.
- (d) The City shall, taking into account its sole and exclusive right to supervise and direct the management operation of the Transit System as set forth in Section 3.1(a) hereof, give sufficient and timely direction to the Company with respect to the management and operation of the Transit System.
- (e) The representative of the City under this Agreement shall give to the Company, on or before the date of this Agreement, his/her written directives with respect to the operation of the Transit System. If at any time during the operating term the Company is unsatisfied with or unclear with respect to the directives by the City for the operation of the Transit System, the Company shall notify the representative of the City in writing and the representative of the City shall respond, in writing, within five (5) business days of such notification, in an attempt to clarify the directives of the City to the Company for the operation of the Transit System.
- (f) The City shall secure the maximum liability and casualty insurance available on vehicles to cover the Transit System and its operation by the Company from the Insurance Reserve Fund of the State of South Carolina.
- (g) The City and the Company agree that an inventory of parts and supplies of the Transit System will be taken on the effective date of this Agreement and on the date of termination of this Agreement. The Company shall ensure, at its expense, that the inventory at termination is the same as at the effective date. Any spare parts for new buses in addition to the above purchased by the Company during the terms of this Agreement will be sold to the City at the termination of this Agreement at their cost to the Company.

#### **ARTICLE IV COMPENSATION**

- 4.1 Fee. As compensation to the Company for performing the services set forth in this Agreement, the City shall pay to the Company, within thirty (30) days of receipt of a billing therefore, the sum of Twenty Eight and 82/100 (\$28.82) Dollars per Vehicle Hour of operation (the "Fee Component") of the Transit System for a minimum average rate of operation of twelve thousand two hundred fifty (12,250) Vehicle Hours per month (the "Monthly Minimum") plus pay to the Company all fare collections. In the event the actual number of Vehicle Hours in any month is less than the Monthly Minimum, the Fee

Component shall be increased or decreased, proportionately, by the actual change in the overall operating costs resulting from such reduction. An example of such a calculation is attached to this Agreement as Schedule 1. The Fee Component will be renegotiated in the event the City materially changes the fare structure or the method of operations of the Transit System. The Fee Component shall be increased on a monthly basis, by the increase, if any, determined on a monthly basis in fuel cost per Vehicle Hour to the Company for operation of buses in the Transit System during the term of this Agreement and (ii) any increase in the cost of regular maintenance work above Four and 16/100 (\$4.16) Dollars per Vehicle Hour (based on 147,000 Vehicle Hours per year). The fuel cost at the beginning of this Agreement is agreed to be Three and 26/100 (\$3.26) Dollars per Vehicle Hour. For the purposes of this Agreement, the term "Vehicle Hour" shall mean each hour of regularly scheduled bus service of the Transit System under the operation of the Company.

**ARTICLE V  
GENERAL COVENANTS OF THE CITY AND THE COMPANY**

- 5.1 Books and Records. The Company on behalf of the City shall supervise and direct the keeping of full and adequate books of account and such other records reflecting the results of the operation of the Transit System. Such books and records shall be available for inspection by the City and its duly authorized agents at all reasonable times.

**ARTICLE VI  
DAMAGE BY FIRE OR OTHER CAUSE**

- 6.1 Duty of Repair; Management Fees. If at any time during the operating term the Equipment shall be damaged or destroyed by fire or other cause, the Company shall proceed with reasonable diligence (subject to and only to the extent of prior collection of insurance or warranty proceeds and subject to delays for matters beyond the Company's control) to restore and replace the same to substantially the same condition as at the time of such damage or destruction. If such damage or destruction shall materially impair the operation of the Transit System during any operating year for a period exceeding thirty (30) days, then the City or the Company shall have the right to terminate this Agreement.

**ARTICLE VII  
RIGHT TO INSPECT**

- 7.1 The City or its agent may, at all reasonable times during the term of this Agreement, have access to the facilities used in the operation of the Transit System and to the Equipment (provided that such entry shall not unreasonably interfere with the conduct of business of the Transit System) with regard to the performance of the terms of this Agreement on the part of the Company or for carrying out any obligation on the part of the City to be performed hereunder.

**ARTICLE VIII  
RESTRICTIONS AGAINST ASSIGNMENT BY THE COMPANY**

- 8.1 Assignment to Affiliate. The Company may assign this Agreement to any affiliate of the Company provided that no such assignment shall release the Company from any of its obligations hereunder. An "affiliate" of the Company, as used in this Agreement, shall mean a subsidiary, the parent of the Company, or to any subsidiary of such parent.

**ARTICLE IX  
TERMINATION BY THE CITY**

- 9.1 Termination by the City Without Cause. This Agreement may be terminated by the City without cause at any time, to become effective after sixty (60) days prior written notice. Upon such effective date of termination, the City shall pay to the Company any accrued and unpaid fees or other amount earned by or due to the Company hereunder.
- 9.2 Termination Payments. If this Agreement shall be terminated under Section 9.1 hereof, each party shall pay to the other, as soon as the same is determinable after the effective date of termination, all amounts due such other party under the terms of this Agreement, and upon such payment neither party hereto shall have a further claim or right against the other.

## **ARTICLE X TERMINATION BY THE COMPANY**

- 10.1 Termination for Breach. It shall be an Event of Default hereunder on the part of the City if the City fails to (i) make any payment of money due to be paid by the City under this Agreement within five (5) business days of notice by the Company to the City of the need for an amount of such payment, or (ii) perform any of the terms, covenants or conditions of this Agreement on its part to be performed within thirty (30) days after notice hereof is given by the Company to the City (or, if such default is not a default in the payment of money due by the City under this Agreement and is of such nature that it cannot reasonably be completely cured within such thirty (30) days, if the City does not promptly after receiving such notice commence to cure such default and thereafter proceed with reasonable diligence to continue to cure the same). If such an Event of Default by the City shall occur, then, so long as the same continues uncured, the Company shall have the right to terminate this Agreement by notice given to the City, which such notice shall specify the effective date of such termination (which shall not be earlier than thirty (30) days after the giving of such notice). Upon such effective date of termination, this Agreement shall terminate without prejudice to any right to damage which may have accrued to the Company.

## **ARTICLE XI MISCELLANEOUS PROVISIONS**

- 11.1 Entire Agreement. This Agreement contains the entire agreement between the parties hereto relating to the subject matter hereof and may not be modified in any manner and no provision hereof may be waived except by an instrument in writing executed by the parties hereto.
- 11.2 Notices. Any notice to be given under this Agreement shall be in writing and shall be deemed given, unless expressly stated herein otherwise, when deposited in the United States mail, either certified or registered and with postage prepaid, and if to the City addressed to it at 80 Broad Street, Charleston, South Carolina, 29401, Attention: Legal Department (with a copy to the City's representative at the address provided for under Section 3.2(h) hereof), and if to the Company addressed to it at South Carolina Electric & Gas Company, Columbia, South Carolina, 29218, Attention: Belton T. Zeigler, Esquire. Either party hereto may change the address for receipt of notices hereunder by giving notice of such change to the other party hereto in the manner hereinabove provided.
- 11.3 Captions. The captions in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement nor any part thereof nor in any way affect this Agreement or any part thereof.

- 11.4 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the City or its successors and assigns, and the Company or its successors or assigns.
- 11.5 Successors and Assigns. Subject to the restriction on assignment contained in this Agreement, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 11.6 Applicable Law. This Agreement, subject to the provisions hereof respecting arbitration, is to be governed by and interpreted under the laws of the State of South Carolina.
- 11.7 Force Majeure. If, because of a fire or other casualty, strike or other labor difficulty, government action or any other event or cause beyond the reasonable control of a party hereto, the performance by such party hereunder shall be hindered or delayed, then such party shall have such additional period of time to perform such obligation which has been so hindered or delayed as is equal to the period of such hindrance or delay.
- 11.8 Third Parties. Under no circumstances shall any person or entity which is not a party to this Agreement be entitled to enforce any of the provisions hereof against any of the parties hereto, nor shall any right created hereunder be for the benefit of any such person or entity.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first hereinabove written. See original ordinance for signatures.

#### SCHEDULE 1

##### Sample Calculations

Monthly Hours Reduced	1,000	
Reduction in Billing to City	\$28,820	
Net Change in Farebox Revenue and operating expense due to reduced hours (net of fuel and maintenance adjustment if any)		(\$18,820)
Change in Net Costs to SCE&G	\$10,000	
Monthly Hours	11,250	
Change in Operating Cost per Hours	0.89¢	
Revised Cost per Hour	\$29.71	

Ratification  
Number 1996-187

#### AN ORDINANCE

TO AMEND CHAPTER 23 OF THE CODE OF THE CITY OF CHARLESTON BY REPEALING ARTICLE III, REDEVELOPMENT AND PRESERVATION COMMISSION.

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

Section 1. Chapter 23 of the Code of the City of Charleston is hereby amended by repealing Article III, Redevelopment and Preservation Commission.

Section 2. This Ordinance shall become effective upon ratification.

Ratification  
Number 1996-188

#### AN ORDINANCE

TO AMEND CHAPTER 23 OF THE CODE OF THE CITY OF CHARLESTON BY REPEALING ARTICLE IV, ECONOMIC DEVELOPMENT COMMISSION.

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

Section 1. Chapter 23 of the Code of the City of Charleston is hereby amended by repealing Article IV, Economic Development Commission.

SECTION 2. This Ordinance shall become effective upon ratification.

Ratification  
Number 1996-189

#### AN ORDINANCE

TO AMEND CHAPTER 2 (ADMINISTRATION) OF THE CODE OF THE CITY OF CHARLESTON BY ADDING A NEW ARTICLE, IX, CREATING THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT.

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

Section 1. Chapter 2 (Administration) of the Code of the City of Charleston is hereby amended by adding a new Article, IX, creating the Department of Housing and Community Development, said article to read as follows:

#### **"ARTICLE IX DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

##### **Sec. 2-271. Establishment.**

There is hereby established a department of housing and community development.

##### **Sec. 2-272. Duties and Responsibilities.**

The department shall be charged with the duties of creating, facilitating and implementing programs that stimulate community development, neighborhood revitalization and the expansion of jobs and economic opportunities in accordance with local, state and federal legislation. The department shall also administer housing rehabilitation programs, housing development programs and Enterprise Community activities as established by City Council.

##### **Sec. 2-273. Administration.**

The management, direction and control of the department of housing and community development shall be under the supervision of the director of housing and community development, who shall be appointed by the mayor with the approval of council.

**Sec. 2-274. Appointment of personnel.**

The director of housing and community development shall have the power to hire, with the approval of the mayor, such personnel in such positions as are provided for in the budget of the department of housing and community development as approved by city council.

**Sec. 2-275. Redevelopment and Preservation Commission Established.**

There is hereby established a commission of redevelopment and preservation.

**Sec. 2-276. Membership; terms.**

The redevelopment and preservation commission shall be comprised of twelve (12) members consisting of the mayor and eleven (11) members appointed by the mayor, subject to the approval of city council, two (2) of whom shall be members of the community development committee of city council. Members shall be appointed annually at the first meeting of council in January from year to year.

**Sec. 2-277. Purpose.**

The purpose of the redevelopment and preservation commission shall be to assist the department of housing and community development in creation and implementation of programs and policies to administer housing rehabilitation and housing development programs and stimulate community development and neighborhood revitalization programs in accordance with local, state and federal legislation.

**Sec. 2-278. Duties.**

The redevelopment and preservation commission shall establish goals, policies, and procedures for revitalizing neighborhoods and promoting community development and implementing public related redevelopment and preservation projects on behalf of the city's housing rehabilitation loan and Charleston Housing Trust programs and all such related programs as are assigned to the commission by the mayor or city council. The commission shall study new legislation, both local and statewide, to promote the housing and community development goals of the city and shall propose new legislation to the mayor and city council for its consideration if the commission deems it desirable. The commission shall cooperate in the exercise of its duties with other governmental and private bodies.

**Sec. 2-279. Administrative support.**

The administrative support for the redevelopment and preservation commission, in establishing its goals, policies and procedures and in exercising its duties, will be the responsibility of the department of housing and community development.

**Secs. 2-280--2-290. Reserved."**

SECTION 2. This Ordinance shall become effective upon ratification.

Ratification  
Number 1996-190

AN ORDINANCE

TO AMEND CHAPTER 2 (ADMINISTRATION) OF THE CODE OF THE CITY OF CHARLESTON BY ADDING A NEW ARTICLE, X, CREATING THE DEPARTMENT OF ECONOMIC DEVELOPMENT.

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

Section 1. Chapter 2 (Administration) of the Code of the City of Charleston is hereby amended by adding a new Article, X, creating the Department of Economic Development, said article to read as follows:

**"ARTICLE X  
DEPARTMENT OF ECONOMIC DEVELOPMENT**

**Sec. 2-300. Establishment.**

There is hereby established a department of economic development.

**Sec. 2-301. Duties and Responsibilities.**

The department shall be charged with the duties of fostering business and job development, and expansion of the city's economic base through the Local Development Corporation activities, central business district projects, suburban projects and industrial and corporate recruitment. The department shall also be responsible for sponsorship and management of city real estate and programs generated through the use of that real estate including, but not limited to, the Charleston City Market and the Charleston Farmers Market as well as providing for landlord responsibilities associated with the Charleston Maritime Center.

**Sec. 2-302. Administration.**

The management, direction and control of the department of economic development shall be under the supervision of the director of economic development, who shall be appointed by the mayor with the approval of council.

**Sec. 2-303. Appointment of personnel.**

The director of economic development shall have the power to hire, with the approval of the mayor, such personnel in such positions as are provided for in the budget of the department of economic development as approved by city council.

**Sec. 2-304. Economic Development Commission Established.**

There is hereby established an economic development commission to be known as the City of Charleston Economic Development Commission.

**Sec. 2-305. Membership; terms.**

The economic development commission shall be comprised of twelve (12) members consisting of the mayor and eleven (11) members appointed by the mayor, subject to the approval of city council. Terms for other than original appointees shall be for three (3) years.

**Sec. 2-306. Purpose.**

The purpose of the economic development commission shall be to expand the tax base of the city, to attract capital investments, to create job opportunities in the city and in close proximity to the city for the benefit of city residents as well as for the benefit of the entire metropolitan area, to promote the unique qualities of the city for purposes of commerce, industry

and tourism and to cooperate with other governmental and private bodies in the pursuit of these purposes.

**Sec. 2-307. Duties.**

The economic development commission shall establish goals, policies, and procedures for attracting business and industry to the city and shall study and recommend courses of action to effectuate the economic development of the city to the mayor, city council or other governmental agencies. The commission shall seek out potential businesses and industries to locate in the city and shall aid these businesses in locating in the city. The commission shall study new legislation, both local and statewide, to promote the business development of the city and shall propose new legislation to the mayor and city council for its consideration if the commission deems it desirable. The commission shall cooperate in the exercise of its duties with other governmental and private bodies.

**Sec. 2-308. Administrative support.**

The administrative support for the economic development commission, in establishing its goals, policies and procedures and in exercising its duties, will be the responsibility of the department of economic development.

**Secs. 2-309--2-319. Reserved."**

SECTION 2. This Ordinance shall become effective upon ratification.

Ratification  
Number 1996-191

AN ORDINANCE

AMENDING SECTION 2-50 SO AS TO CREATE A STANDING COMMITTEE OF CITY COUNCIL TO BE KNOWN AS THE AUDIT COMMITTEE OF CITY COUNCIL, AND TO ESTABLISH A QUORUM THEREOF.

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

Section 1. Section 2-50 of the Code of the City of Charleston is amended to add a new subsection ten (10) to read as follows:

10. Audit Committee, to consist of all Council members and the Mayor. A quorum shall be seven (7) members of the Committee.

Section 2. This ordinance shall become effective upon ratification.

The next matter before Council was three (3) bills up for first reading regarding amendments to the Code of the City of Charleston. On motion of Councilmember Ader, seconded by Councilmember Waring, Council voted to give the bills first reading.

First reading was given to the following bills:

AN ORDINANCE REPEALING CHAPTER 10 (CYPRESS GARDENS) OF THE CODE OF THE CITY OF CHARLESTON IN ITS ENTIRETY AND RESERVING SAID CHAPTER FOR FUTURE USE.

AN ORDINANCE TO AMEND CHAPTER 14, ARTICLE I, SECTION 14-1 (DEFINITIONS) OF THE CODE OF THE CITY OF CHARLESTON BY PROVIDING FOR THE DEFINITION OF "CHARLESTON COUNTY RECYCLING CONTAINER" AND

FURTHER AMENDING SAID CHAPTER, ARTICLE IV, COLLECTION AND DISPOSAL, SECTION 14-46 (G) (2) REQUIRING COUNTY RECYCLING CONTAINERS USED IN THE CITY TO BE REMOVED IN THE SAME MANNER AS TRASH CONTAINERS.

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF CHARLESTON CHAPTER 19, ARTICLE III (ABANDONED VEHICLES), SECTION 19-56 (DEFINITION) BY STRIKING THE WORD "AND" TO DEFINE AN ABANDONED VEHICLE AS ONE THAT IS INOPERABLE OR LEFT UNATTENDED SHALL BE ABANDONED.

The Mayor submitted the following appointments to the Redevelopment and Preservation Commission:

Councilmember James L. Lewis  
Councilmember Louis Waring

On motion of Councilmember Jefferson, seconded by Councilmember Scott, Council voted to confirm the Mayor's appointments to the Redevelopment and Preservation Commission.

The Mayor reminded Council the last City Council meeting in November was scheduled to be away from City Hall. There was some brief discussion that Council would be considering the 1997 budget at that time.

On motion of Councilmember Scott, seconded by Councilmember Ader, Council voted to meet at City Hall November 26, 1996.

Council was reminded the next meeting of City Council would be October 29, 1996 at City Hall.

There being no further business, the meeting was adjourned at 7:25 p.m.

VANESSA TURNER MAYBANK  
Clerk of Council