

***SUPPORTING MATERIALS TO
CITY COUNCIL MEETING
AUGUST 11, 2020***

APPROVAL OF PREVIOUS MINUTES



**MINUTES
CITY OF GOOSE CREEK, SOUTH CAROLINA
SPECIAL CITY COUNCIL MEETING
TUESDAY, JUNE 25, 2020 – 5:30 PM
COUNCIL CHAMBERS – 519 N GOOSE CREEK BOULEVARD**

Mayor/Council Present:

Mayor Gregory S. Habib
Mayor Pro Tem Kevin Condon
Councilmember Debra Green-Fletcher
Councilmember Christopher Harmon
Councilmember Corey McClary
Councilmember Gayla McSwain
Councilmember Jerry Tekac

Executive Staff:

City Administrator Natalie Zeigler
City Clerk Kelly J. Lovette
Public Information Officer Frank Johnson
Finance Director Tyler Howanyk
Police Chief LJ Roscoe

Press Present:

Channel 5 News

Guests Present:

None

PURSUANT TO THE FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON THURSDAY, JUNE 25, 2020 AND DULY POSTED AT CITY HALL LOCATED AT 519 N GOOSE CREEK BOULEVARD, AN ACCESSIBLE FACILITY, AND ON CITYOFGOOSECREEK.COM

CALL TO ORDER:

Mayor Habib called the meeting to order at 5:30 pm and stated it was a special called meeting for city council to discuss the idea of wearing face masks.

Motion to amend the Agenda to allow for public comments: Councilmember Harmon; Second: Councilmember Tekac; Mayor Habib stated it was an oversight for placement on the Agenda; Motion carried: All in favor.

PUBLIC COMMENTS:

There were no comments from the public.

NEW BUSINESS:

Mayor Habib stated Councilmember McSwain asked for this meeting to take up the issue; therefore, City Council was presented with a proposed Ordinance.

AN EMERGENCY ORDINANCE TO REQUIRE FACE COVERINGS IN CERTAIN CIRCUMSTANCES; TO REAUTHORIZE AND AMEND THE AUTHORIZATION FOR ELECTRONIC MEETINGS; AND OTHER MATTERS RELATED THERETO

Motion: Councilmember Harmon; Second: Councilmember McSwain

Councilmember Harmon stated his concerns regarding why he is in favor of wearing face masks to protect the residents of Goose Creek against COVID 19. He stated in a perfect world the Federal and State government institute the policy so we could all be in a continuum but that has not happened. Councilmember Harmon continued to explain his reasons for supporting the need to wear masks.

Councilmember McClary inquired if there was any word about the Governor of South Carolina issuing a mandatory issuance of wearing masks statewide. Mayor Habib stated the Governor has not made any indication that he is interested in doing that at this point in time, and Governor McMaster tends to be a strict constitutionalist and does not believe that he has the authority to do some of the things within the Constitution. He does not like to give orders that restrict personal freedoms on these kinds of things, and he has been pretty consistent about his feelings on the matter. Discussions continued amongst Mayor Habib and City Council as it related to working with the City's local State representatives, regarding protecting the public, the spread of the disease and the local economy.

Councilmember Green-Fletcher stated we are in a health crisis, there is no doubt about that and anything City Council can do to help stop the spread of it, is very important. She stated she felt South Carolina was not taking the lead, unlike North Carolina and Virginia at the state level. She elaborated on the enforceability of the proposed Ordinance and felt it would be difficult to do so. She stated she felt it was the responsibility of everyone, including parents of children, to make sure they remain safe. Councilmember Green-Fletcher stated she wears a mask and she is in favor of the wearing of one, but due to some of the language within the proposed ordinance, she felt more discussion was needed in order to figure out how it could be enforced; however, she was more for a campaign wherein people would be asked to wear a mask, even more through social media and by way of using signs.

Councilmember McSwain inquired if Mayor Pro Tem Condon and Councilmember Tekac has an opinion on the subject. Mayor pro Tem Condon stated he did not feel it was the City's place to dictate to businesses that masks be worn and that it should be up to the business if they would require their customers to wear masks based on their policy. He stated he felt the City's Police Department has more important things to do than to chase around people who refuse to wear a mask. He stated his family wears them because they have family members they interact with and they do everything to keep them healthy and safe and we feel like everyone should take personal responsibility to do the same, and not require City Council to dictate it to them.

Councilmember Tekac said he pretty much shares the same sentiments as Mayor Pro Tem Condon and the proposed Ordinance is poorly written, very restrictive and he felt this was a knee jerk reaction to a very bad situation that needs more time to be reviewed. He stated he does not feel this is an Ordinance that can easily be enforced and he does not want the Police Chief having her officers walking into public places handing out citations. He stated he wears a mask when he goes out in public and he has seen more people currently wearing a mask now than he has ever seen.

Councilmember Tekac stated he does believe it is a pandemic, that it is highly contagious, but it is also your personal responsibility to wear a mask and he is not in favor of the government overreaching, particularly the way it is written in the proposed Ordinance.

Councilmember McSwain stated just to be clear, she did not request a special meeting so soon, this meeting was called for by Mayor Habib. She stated the proposed Ordinance could always be tabled and she would like to have the opinion of City staff, and they just received the Model Ordinance from the Municipal Association of South Carolina and perhaps City Council should look at it, as she actually likes it much better than the one drafted by the City's attorney, as of yesterday. Councilmember McSwain inquired of Mrs. Zeigler her thoughts on the two (2) documents. Mrs. Zeigler stated the model Ordinance came out at 4:30 pm today and she has not had the opportunity to compare the two (2) documents.

Note: There was never a call for the vote of Councilmember Harmon's motion.

Councilmember McSwain made a motion to table the proposed ordinance. There was no second, as Councilmember Harmon requested to comment, and discussions ensued. Motion failed.

Councilmember Harmon stated within the constitution it says it is the responsibility of the government body to protect the health and general welfare of its people and it should be the Mayor's and City Council's number one priority. He stated he did not believe they should necessarily write citations to people; however, he believes showing the public they are serious about the matter and passing an Ordinance is vital to the health and well being of their residents and that is their job, their core job as members of City Council, as a Governor and as a President. He stated the time of delaying the review of the proposed Ordinance causes cases to rapidly increase. He stated he agreed that wearing a mask outside may not be appropriate and some things could maybe be refined, but instead is definitely important and he requested City Council to take that into consideration.

Councilmember Harmon made a motion to amend the proposed Ordinance to remove the mandate to wear a mask outside, and only be required to be worn inside public buildings. At this time there was no second to the motion, as discussions ensued between Mayor Habib and City Council.

Mrs. Zeigler apologized for the interruption and stated there was never a second on the motion to amend by Councilmember Harmon. Councilmember McSwain seconded the motion. There was some discussion concerning which section of the proposed ordinance would specifically be amended. Councilmember Harmon reiterated that his original motion, as well as his amended motion to specifically make the recommended changes to Section 3, to remove the outdoor requirements for a face mask. Councilmember McSwain seconded the motion. Discussion took place regarding differences between a Resolution and an Ordinance and the weight both carries. There was no vote to the motion made by Councilmember Harmon. Motion failed.

Mayor Pro Tem Condon made a motion to close discussion on the proposed Ordinance. There was no second as discussion ensued amongst City Council regarding what other states were doing and the new number of COVID cases that day, within the State of South Carolina in Berkeley County.

Councilmember Tekac stated in one (1) day, the number of cases was up 1,106 in the State of South Carolina, and up by 58 in Berkeley County.

For the record, the following roll call pertained to Councilmember Harmon's amended motion to Section 3 of the proposed ordinance.

Councilmember Tekac – No
Councilmember McSwain – Yes
Mayor Pro Tem Condon – No
Councilmember McClary – Yes
Councilmember Green-Fletcher - No
Mayor Habib – No

Motion failed: Four (4) no; three (3) Yes.

Mayor Habib stated if City Council was interested in considering a Resolution, he had one prepared that would at least show they all take the situation seriously, that they do care and they would like for people to follow the rules and take care of one another.

Motion was made to Amend the Agenda by adding the Resolution. Motion: Councilmember McClary; Second: Councilmember Green-Fletcher; Motion carried: All in favor.

Mayor Habib read the title to the proposed Resolution in its entirety.

AN EMERGENCY RESOLUTION TO ENCOURAGE FACE COVERINGS IN CERTAIN CIRCUMSTANCES AND OTHER MATTERS RELATED THERETO

Motion: Councilmember McClary; Second: Councilmember Green-Fletcher; Motion carried: All in favor.

Adjourn:

Motion: Mayor Pro Tem Condon; Second: Councilmember Harmon; Motion carried: All in favor. (6:54 p.m.)

Kelly J. Lovette, MMC
City Clerk

Date: August 11, 2020



**MINUTES
CITY OF GOOSE CREEK, SOUTH CAROLINA
REGULAR CITY COUNCIL MEETING
TUESDAY, JULY 14, 2020 – 7:00 PM
CITY HALL - COUNCIL CHAMBERS
519 N GOOSE CREEK BOULEVARD**

Mayor/Council Present:

Mayor Gregory S. Habib
Mayor Pro Tem Kevin Condon
Councilmember Debra Green-Fletcher
Councilmember Christopher Harmon
Councilmember Corey McClary
Councilmember Gayla McSwain
Councilmember Jerry Tekac

City Staff:

City Administrator Natalie Zeigler
City Clerk Kelly J. Lovette
Public Information Officer Frank Johnson
Director of Economic Development Matt Brady
Police Chief LJ Roscoe
Director of Planning & Zoning Mark Brodeur

Press Present:

Guests Present:

None

PURSUANT TO THE FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON FRIDAY, JULY 10, 2020 AND DULY POSTED AT CITY HALL LOCATED AT 519 N GOOSE CREEK BOULEVARD, AN ACCESSIBLE FACILITY, AND ON CITYOFGOOSECREEK.COM

Mayor Habib called the meeting to order at 7:00 pm and requested Councilmember Corey McClary lead in the invocation and Pledge of Allegiance.

GENERAL PUBLIC COMMENTS:

(Note: All comments sent to the City Clerk, via US Mail or Email, as stated on the meeting Agenda, were forwarded to City Council.)

Mayor Habib recognized the following from the audience: Mr. Woody Norris, owner, and founder of Booze Pops, requested City Council immediately reconsider changing Ordinance 110.028 Mobile Vending, to allow him to operate his business inside the City limits of Goose Creek. Ms. Jade Williams, an employee of Booze Pops, requested City Council reconsider allowing the company to conduct business inside the City limits as well. Ms. Mary Kay Soto requested City Council to consider implementing a recycling program within the City. Mayor Habib thanked everyone for their comments.

APPROVAL OF MINUTES:

June 9, 2020 - Regular City Council Meeting

Motion: Councilmember Green-Fletcher; Second: Councilmember McSwain; Motion carried: All in favor.

PRESENTATIONS & PROCLAMATIONS:

None.

OLD BUSINESS & PUBLIC HEARINGS:

AN ORDINANCE OF THE CITY OF GOOSE CREEK, SOUTH CAROLINA, PROVIDING FOR THE CREATION OF AN ELECTRIC UTILITY SYSTEM; AND OTHER MATTERS RELATED THERETO (Second & Final Reading)

There were no comments from the public.

Motion: Councilmember Harmon; Second: Councilmember McClary; No discussion; Motion carried: All in favor.

AN ORDINANCE PURSUANT TO SECTION 5-3-150 (3) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO ANNEX PROPERTIES IDENTIFIED AS TMS # 223-00-00-033, # 223-00-00-034, AND # 223-00-00-035 INTO THE CITY OF GOOSE CREEK AND ESTABLISH A ZONING CLASSIFICATIONS THEREFORE; AND OTHER MATTERS RELATED THERETO (Second and Final Reading)

Mayor Habib reminded everyone these were the properties presented to City Council last month, parcels B, C and D of the acreage at Century Aluminum which totals approximately 622 acres and asked if there were any public comments at that time. There were no comments from the public.

Motion: Mayor Pro Tem Condon; Second: Councilmember Green-Fletcher; No discussion; Motion carried: All in favor.

AN ORDINANCE TO SELL REAL PROPERTY OF THE CITY OF GOOSE CREEK, A SOUTH CAROLINA MUNICIPAL CORPORATION, IN ACCORDANCE WITH SECTION 5-7-260 (6) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, PROPERTY IDENTIFIED AS, 0.055 ACRES, A PORTION OF TMS 235-00-00-035 AND, .076 ACRES, A PORTION OF TMS 235-00-00-038 (Second and Final Reading)

Mayor Habib stated this is the second and final reading of the proposed Ordinance to sell property to Berkeley County so they can collect the right-of-way to make improvements along Old Mount Holly/Montague Plantation Road/US Highway 52, known as the Henry Brown Boulevard extension project; however, Berkeley County has requested the City delay the second and final reading until the regularly scheduled City Council Meeting in August.

Motion: Councilmember Tekac; Second: Mayor Pro Tem Condon; Councilmember McClary inquired as to why Berkeley County requested the delay. Mrs. Zeigler stated the County was working through a few things with their engineer and they wanted to make sure it was the correct property being sold to them and they will be getting back with the City on the matter at hand. She added that they are still moving forward with the project, they just wanted to make sure everything is correct before City Council approves the second and final reading. Hearing nothing further, Mayor Habib called for a vote. Motion carried: All in favor.

A RESOLUTION AUTHORIZING THE CITY OF GOOSE CREEK TO ENTER INTO AN AGREEMENT WITH CHARLESTON LOCAL DEVELOPMENT CORPORATION IN A PARTNERSHIP TO CREATE A REVOLVING LOAN FUND AND ALSO INITIATE THE “KICKSTART THE CREEK” BUSINESS ASSISTANCE PROGRAM (First & Final Reading)

Mayor Habib stated the Resolution was moved from the regular June City Council Meeting because there were some other discussion points City Council wished to add. He stated there were many small businesses in and around the City of Goose Creek who may benefit from such a program as being presented.

Motion: Councilmember Green-Fletcher; Second: Mayor Pro Tem Condon; Councilmember McSwain inquired if there were any responses received back from the businesses that were sent surveys. Mr. Brady stated the City is still collecting responses from the survey; but the Revolving Loan Fund is one of the items wherein it was asked if they would be interested. He stated it is also a way for him to collect emails, so he has the ability to communicate with local businesses. He stated most responses have been where businesses would prefer something more along the lines of a Grant Program. Councilmember Harmon stated his reasons for not supporting the program and that he did not feel comfortable in lending taxpayer dollars to businesses that may never be able to pay back the City. Councilmember McSwain stated she agreed with Councilmember Harmon's comments and that although PPE is restricted to payroll and this program would be restricted to operating funds. She stated the Federal government is in the process of working on another possible stimulus package and she was inclined to wait and see what the Federal government was going to do and how the pandemic will play out on the City's revenue streams in the future to provide simple essential functions of government to our citizens. City Council continued discussions regarding the taxpayer monies that would be used fund such loans. Mayor Habib requested a roll call vote by the City Clerk.

Councilmember Tekac, yes; Councilmember McSwain, no; Mayor Pro Tem Condon, yes; Councilmember Harmon, no; Councilmember McClary, no; Councilmember Green-Fletcher, yes; Mayor Habib, yes. Four (4) in favor; three (3) opposed. Motion carried.

NEW BUSINESS & PUBLIC HEARINGS:

AN ORDINANCE PURSUANT TO TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, TO ANNEX AN AREA IDENTIFIED AS 117 NELLO DRIVE (TMS 235-14-04-031) INTO THE CITY OF GOOSE CREEK, A SOUTH CAROLINA MUNICIPAL CORPORATION (Introduction and First Reading)

There were no comments from the public.

Motion: Councilmember Tekac; Second: Councilmember McClary; Motion carried: All in favor.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF GOOSE CREEK, SOUTH CAROLINA, BY REPEALING IN ITS ENTIRETY THE CURRENT SECTIONS 11.001 TO 110.222; OCCUPATIONAL LICENSES, TAXES AND REGULATIONS AND ADOPTING IN LIEU THEREOF NEW SECTIONS 110.001 TO 110.021; OCCUPATIONAL LICENSES, TAXES AND REGULATIONS, WHICH IS ATTACHED HERETO AND MADE PART HEREOF AS IS FULLY SET OUT HEREIN (Introduction and First Reading)

Mayor Habib stated before City Council was the repeal and replacement of the City's current Business License Ordinance. He stated with the proposed Ordinance it would make life easier for businesses trying to operate in the City of Goose Creek and throughout the State of South Carolina. He stated many businesses have multiple business licenses in various municipalities and counties and the proposed Ordinance would place all local governments on a uniform application, a uniform timeframe and it would then allow the business community to access all of that through a portal designed by the Municipal Association of South Carolina (MASC). He stated MASC designed the portal and did all of this work to maintain what is a very significant revenue stream to municipalities in the State of South Carolina. Mayor Habib stated if the Legislature enacted what they thought of enacting it really would have created significant problems within the City of Goose Creek and municipalities everywhere; and, it would have impacted a significant part of our City's revenue stream.

Motion: Councilmember McSwain; Second: Councilmember Harmon; Motion carried: All in favor.

AN ORDINANCE TO SELL REAL PROPERTY OF THE CITY OF GOOSE CREEK, A SOUTH CAROLINA MUNICIPAL CORPORATION, IN ACCORDANCE WITH SECTION 5-7-260 (6) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, PROPERTY IDENTIFIED AS, 0.0179 ACRE, US HIGHWAY 176, A PORTION OF TMS 209-00-01-080 (Introduction and First Reading)

Mayor Habib stated the City is selling property to Berkeley County for the US Highway 176 widening project and their right-of-way acquisition.

Motion: Councilmember Harmon; Second: Councilmember Tekac; Motion carried: All in favor.

CITY ADMINISTRATOR'S REPORT:

Request Approval of Consulting Agreement – Comprehensive Plan (Planning & Zoning Department)

Mrs. Zeigler presented City Council with a request for approval of a consulting agreement with TSW, out of Atlanta, total cost \$120,000, to finish the Comprehensive Plan in which the City partnered with the Berkeley Charleston Dorchester Council of Governments (BCDCOG) and they did a portion of the Comprehensive Plan, the Consulting Agreement is for the remainder and was budgeted for this fiscal year. She stated the City is approximately \$15,000 over budget, but it will carry over into 2021's budget because it will take about eight (8) to nine (9) months to complete. She stated TSW has partnered with several in-state firms that really know South Carolina and the area; therefore, City staff feels really comfortable with this recommendation.

Motion: Councilmember Tekac; Second: Mayor Pro Tem Condon; Motion carried: All in favor.

Request to Purchase Radio Read Equipment (Department of Public Works)

Mrs. Zeigler presented City Council with a request for approval of radio read equipment, an item that was budgeted for in the 2020 Fiscal Year Budget.

Motion: Councilmember Tekac; Second: Councilmember Green-Fletcher; Motion carried: All in favor.

Request to Approve Berkeley County EMS Agreement (Fire Department)

Mrs. Zeigler presented City Council with a request to approve the Agreement with Berkeley County EMS in the total amount of \$209,300, of which expired the end of June and she stated it was the same exact agreement from previous years.

Motion: Councilmember Tekac; Second: Councilmember Green-Fletcher; Motion carried: All in favor.

MAYOR'S REPORT:

Mayor Habib stated some may be aware that a week ago he enacted a Proclamation requiring masks to be worn inside public areas and public buildings inside the City of Goose Creek. Mayor Habib stated he had a conversation with three (3) Chief Executive Officers (CEO) of the major health system providers within the tri-county area. He stated in less than two (2) weeks, from the time that City Council as a whole considered a mask Ordinance to last Monday, hospitalizations relative to COVID19 increased by 300% in the Charleston area, and Intensive Care Units increased by nearly the same. He stated in his conversation with the CEO of Trident Health Systems, he told him that if the rate of hospitalizations continued to increase at that same rate, which would have been within two (2) weeks, that they would be unable to accommodate people who needed the care relative to COVID19. Mayor Habib stated sitting next to him is one (1) of the nurses at Trident Health Systems and he would probably speak to that as well. Mayor Habib stated at Roper Berkeley

there are six (6) ICU beds and every one of those beds is full of a COVID patient; and over 20% percent of hospitalizations in the Charleston area are occupied by COVID19 patients. He stated to put it simply, wearing a mask helps other people and that is why he ordered the wearing of one. He stated he has been applauded and ridiculed, and he is happy to take all of it, just wear your mask. He stated when your hospital CEO's are telling you, "we have a problem", even if you are wrong, you try to do what's right.

EXECUTIVE SESSION

SECTION 30-4-70 (A) (2) DISCUSSION OF NEGOTIATIONS INCIDENT TO PROPOSED CONTRACTUAL ARRANGEMENTS AND PROPOSED SALE OR PURCHASE OF PROPERTY, THE RECEIPT OF LEGAL ADVICE WHERE THE LEGAL ADVICE RELATES TO A PENDING THREAT, OR POTENTIAL CLAIM OR OTHER MATTERS COVERED BY THE ATTORNEY-CLIENT PRIVILEGE, SETTLEMENT OF LEGAL CLAIMS, OR THE POSITION OF THE PUBLIC AGENCY IN OTHER ADVERSARY SITUATIONS INVOLVING THE ASSERTION AGAINST THE AGENCY OF A CLAIM. **(Project Lightning Rod)**

Mayor Habib requested a motion to go into Executive Session.

Motion: Mayor Pro Tem Condon; Second: Councilmember Tekac; Motion carried: All in favor. (7:39 pm)

Mayor Habib requested a motion to come out of Executive Session.

Motion: Councilmember Tekac; Second: Mayor Pro Tem Condon; Motion carried: All in favor. (8:48 pm)

Adjourn:

Motion: Councilmember Tekac; Second: Mayor Pro Tem Condon; Motion carried: All in favor. Meeting adjourned at 8:48 p.m.

Date: August 11, 2020

Kelly J. Lovette, MMC
City Clerk

A copy of this meeting's agenda was sent to the Post and Courier and The Goose Creek Gazette; it was posted in City Hall 24 hours prior to the meeting.

PRESENTATIONS & PROCLAMATIONS

OLD BUSINESS & PUBLIC HEARINGS



THE CITY OF
GOOSE CREEK
 BERKELEY CO. EST. 1961 SO. CAROLINA

Request for City Council Agenda Item

To: City Administrator, Mayor and City Council

From: Frank Johnson, PIO/Annexation Coord.

Please check one box

Regular Meeting

Special Meeting

Work Session

Proclamation

Please check one box, if applicable

Ordinance

Resolution

Ordinance/Resolution Title

AN annexation ORDINANCE for 117 Nello Drive (TMS 235-14-04-031)

Background Summary

Annexation of 3.28 acres, zoned as Residential

Financial Impact

None

Impact if denied

Impact if approved

Department Head:

Franklin
 Johnson

Signature & Date

Digitally signed by Franklin Johnson
 DN: dc=local, dc=goosecreek, ou=GCCITY
 Users, ou=City Hall - Administration,
 ou=PIO, cn=Franklin Johnson
 Date: 2020.07.09 09:02:34 -04'00'

City Administrator:

nmz 7/9/2020
 Signature & Date

AN ORDINANCE

AN ORDINANCE PURSUANT TO TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3, OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO ANNEX AN AREA IDENTIFIED AS TMS 235-14-04-031 INTO THE CITY OF GOOSE CREEK, A SOUTH CAROLINA MUNICIPAL CORPORATION

WHEREAS, Title 5, Chapter 3, Section 5-3-150(3) of the Code of Laws of South Carolina, 1976, as amended, provides for the annexation of any area or property which is contiguous to a city or town by filing a petition with the municipal governing body which is signed by one-hundred percent (100%) or more of the owners owning at least one-hundred percent (100%) of the assessed valuation of the real property in the area requesting annexation; and

WHEREAS, one-hundred percent (100%) of the freeholders owning one-hundred percent (100%) of the assessed valuation of the real property in the area hereafter delineated and described, have filed a petition with the City Council of Goose Creek, South Carolina, requesting that such property be annexed into the City of Goose Creek, South Carolina. Such property is contiguous to the current City limits of the City of Goose Creek, and is described as follows:

TMS #235-14-04-031 (117 Nello Drive, Goose Creek)

To include any road, waterway, easement, railroad track, marshland or utility line that intervenes between these properties and the municipal limits of the City of Goose Creek.

The owner of said property has requested that the property be annexed into the City of Goose Creek. All applicable City services will be provided immediately upon annexation.

WHEREAS, the property is a closed parcel of land in Berkeley County, South Carolina, consisting of 3.28 acres, more or less, for the purpose of annexation into the City of Goose Creek. The area is more fully shown on a plat entitled "Annexation Request Property Identified as TMS #235-14-04-031" as prepared by the City.

NOW, THEREFORE, BE IT ORDAINED and ordered by the Mayor and City Council of the City of Goose Creek, South Carolina, in Council duly assembled, that all real properties as hereinafter delineated and described are hereby annexed into the City of Goose Creek, South Carolina, a South Carolina municipal corporation, pursuant to Title 5, Chapter 3, Section 5-3-150(3) of the Code of Laws of South Carolina, 1976, as amended, and a zoning district classification of R1 will apply.

INTRODUCED the 14th day of July 2020.

DONE the ____ day of _____, 2020.

Mayor Gregory S. Habib

Attest: _____
Kelly J. Lovette, MMC, City Clerk

Mayor Pro Tem Kevin M. Condon

Councilmember Debra Green-Fletcher

Councilmember Corey McClary

Councilmember Jerry Tekac

Councilmember Gayla McSwain

Councilmember Christopher Harmon



CITY OF GOOSE CREEK ANNEXATION APPLICATION



Date:

REQUESTED ANNEXATION METHOD (CIRCLE ONE): 100% 75% 25%

TMS#: 235-14-04-031

ADDRESS: 117 Nello Dr.

PROPERTY OWNER(S): Kinh Nguyen

CURRENT COUNTY ZONING DISTRICT: REQUESTED CITY ZONING DISTRICT:

TOTAL ACREAGE TO BE ANNEXED: ALL 3.5 ACRE

IS THIS PROPERTY VACANT? (CIRCLE ONE) YES NO

IF NOT VACANT, PLEASE DESCRIBE ANY EXISTING BUILDINGS ON THE PROPERTY:

ANNEXATION REQUIREMENTS

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. A letter of intent. 2. A summary of future plans for the property. 3. A copy of the property's deed. | <ol style="list-style-type: none"> 4. Signature authority documentation, if the applicant is not the property owner. 5. An original copy of the Annexation Application. |
|---|---|

Contact Information*

Name (Printed): Fred Huynh

Telephone: 803-678-7288


Address: 117 Nello Dr.

Signature of Owner/Applicant* _____

*Proper documentation of the identity of an applicant who is not the owner of the property must be provided. If the property is owned by a company, please provide documentation of the applicant's position within the company represented. If the annexation is being proposed on behalf of a property owner, complete documentation of both the applicant's identity, and a certified, filed copy of a Power of Attorney granting permission to apply, must be provided. Proper documentation is subject to the approval of the City Clerk.

Please return this form and supporting documents to:
 Frank Johnson, Annexation Coordinator
 City of Goose Creek
 PO Drawer 1768
 Goose Creek, SC 29445

For more information please call (843) 797-6220 Ext. 1117



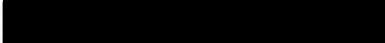



Date: June 9, 2020

Kinh Nguyen

117 Nello Drive Goose Creek, SC 29445


To whom it may concern ,


This is my home in which we will stay here for the longest time. At this period of time 
 all we have is well water only. 


 When I purchased this property I do not know that the property is not part of the Goose Creek. I would like to annex with the county of Goose Creek. In the future I would like to renovate my house.

Warm regards,



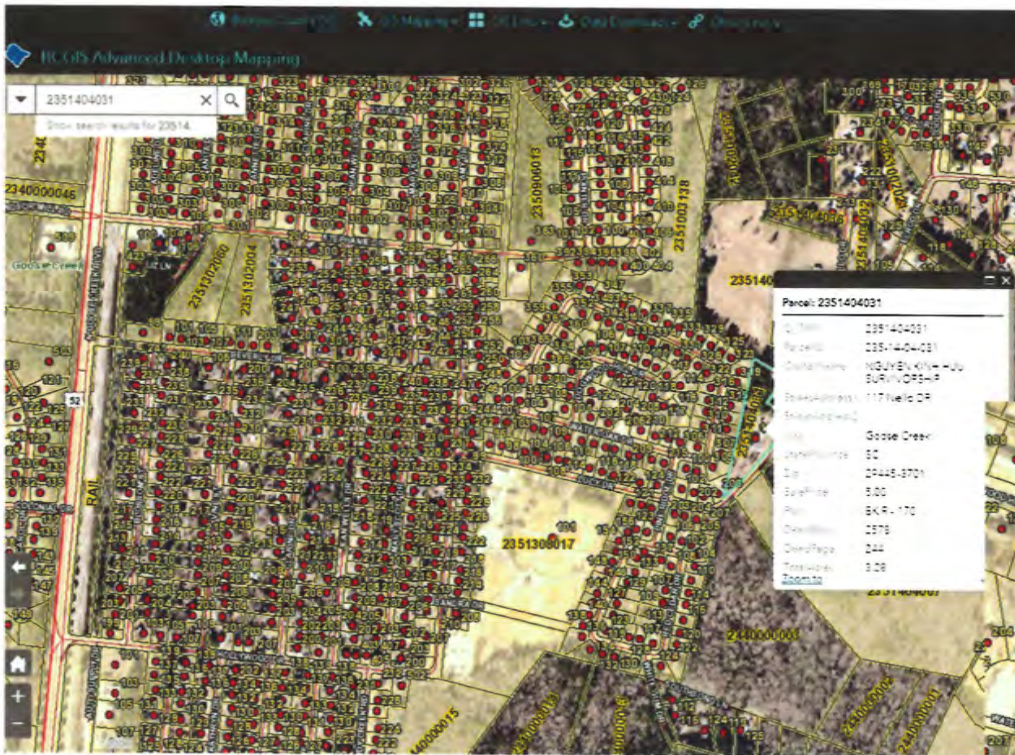
803-678-7288 

fredvhuynh@gmail.com 





CITY OF GOOSE CREEK
ANNEXATION REQUEST PROPERTY
TMS #235-14-04-031
3.28 ACRES





BERKELEY COUNTY SC

Property Card

Summary Information:

TMS: 235-14-04-031
 Owner Information:
 NGUYEN KINH HUU SURVIVORSHIP
 117 Nello DR
 Goose Creek, SC 294453701

Council District: C3
 Fire District: F14
 Tax District: T28
 TIS Zone: 1
 Jurisdiction: 1P
 Acres: 3.28
 Lots: 0.0

Neighborhood: D4 33 - RURAL GOOSE CREEK SOUTH TO WEAPONS STATION
 Appraiser ID: EM
 Lot: Block: Section:
 Zoning: Berkeley County - R1
 Homestead Exempt: No
 Parent TMS:
 Notes: OK - RESSMT 5/98 WB
 SOLD 0.82 AC TO DEL FAVERO VINCENT PARKER 11/99
 SPLITS HOUSE STAYS HERE 1/00
 NO CHANGE REASSESSMENT 2004 11/02
 APPEAL FOR 2005 NO CHANGE 1/05 SWM
 SALE NO CHANGE 11/06 SWM

Site addresses:
117 NELLO DR GOOSE CREEK, SC 29445 Unit/Lot

Previous Owner History:

Owner: NGUYEN MONICA XUAN	Sale Date: 09/25/2017	Sale Price: \$5.00	Deed Book-Page: 2578 - 244	Plot: BK R - 170	Transfer Notes:
Owner: FEDERAL NATIONAL MORTGAGE ASSOCIATION,	Sale Date: 12/14/2010	Sale Price: \$110,000.00	Deed Book-Page: 8762 - 298	Plot:	Transfer Notes: PLAT RECORDED - CAB O 193-P (3.28) 02/11
Owner: BARNHART SARAH (MASTER DEED),	Sale Date: 09/01/2010	Sale Price: \$2,500.00	Deed Book-Page: 8624 - 230	Plot:	Transfer Notes:
Owner: DEL FAVERO JANIE RUTH	Sale Date: 11/13/2006	Sale Price: \$215,000.00	Deed Book-Page: 6127 - 0293	Plot: R - 170	Transfer Notes: 3.28 Acres Recorded on Plot R - 170
Owner: DEL FAVERO EDWARD R (D	Sale Date: 02/15/2005	Sale Price: \$0.00	Deed Book-Page: 4518 - 0197	Plot: R - 170	Transfer Notes: 3.28
Owner: DEL FAVERO EDWARD R 1/	Sale Date: 08/02/1993	Sale Price: \$5.00	Deed Book-Page: 0343 - 0346	Plot: R - 170	Transfer Notes: 4.10 Acres Recorded on Plot R - 170
Owner: JOSEPH A NEWELL	Sale Date: 01/06/1969	Sale Price: \$3,400.00	Deed Book-Page: A193 - 0025	Plot: R - 170	Transfer Notes: 4.10 Acres Recorded on Plot R - 170

Assessment Notice Reprint

Choose the tax year of the notice you would like to reprint ...

Tax History: (limited to 10 years)

Tax Year	Receipt #	Tax District	Original Total	Total With Penalties (if applicable)	Pay Date	Payment	Delinquent	Taxed Value
2019	0075717	28	\$948.33	\$948.33	10/24/2019	Paid	No	\$136,500
2018	0074294	28	\$957.25	\$957.25	10/15/2018	Paid	No	\$134,700
2017	0072756	28	\$2,151.21	\$2,151.21	10/11/2017	Paid	No	\$114,400
2016	0070724	28	\$2,169.85	\$2,368.24	02/07/2017	Paid	No	\$114,400
2015	0070526	28	\$2,073.47	\$2,073.47	12/31/2015	Paid	No	\$114,400
2014	0069063	28	\$1,946.25	\$1,946.25	11/12/2014	Paid	No	\$114,400
2013	0067988	28	\$1,730.66	\$1,730.66	10/24/2013	Paid	No	\$103,800
2012	0088025	28	\$1,640.53	\$1,640.53	01/03/2013	Paid	No	\$103,800
2011	0088009	8	\$1,572.52	\$1,572.52	01/11/2012	Paid	No	\$103,800
2010	0016298	8	\$837.63	\$837.63	12/01/2010	Paid	No	\$200,300

Sales Information:

Last Sale Date: 09/25/2017
 Recording Date: 10/03/2017
 Sale Price: \$5.00

Plot Information: BK R - 170
 Deed Book: 2578
 Deed Page: 244

Sales Validity: 2A
 Validity Other:

Valuation Information:

Building Market: 63,000
Land Market: 73,500

Building Taxable (4% Res): 63,000
Building Taxable (6% Other): 0
Building Taxable (4% Ag): 0
Building Taxable (6% Ag): 0

Land Taxable (4% Res): 73,500
Land Taxable (6% Other): 0
Land Taxable (4% Ag): 0
Land Taxable (6% Ag): 0

Total Taxable Value: 136,500 Total Assessment: 5,460

Fee Summary:

Fee Name	Fee Amount
Land Fill Fee	75
Stormwater Utility Fee	36
Fire Fee	225

Building Information:

Building Count: 1
Residence Count: 1

Yard Item Count: 1
Mobile Homes on Property: 0

Building #: 1 BuildingType: 5 - CLASS 5 RESIDENCE
Depreciation Type: Depreciation %: .00
Quality: LOW

Sub Area	Sub Area Description	Sketched Area (SqFt)
DGRW	Garage Wood	680.0
ASFL	Second Floor	1248.0
DSTG	Storage	238.0
AFFL	1st Floor	1677.0
APOR	Porch	119.0
AEGA	Encl'd Garage	483.0
APOR	Porch	115.0

Building Total Finished SQFT: 2925.0

Yard Item Information:

Yard Item Name	Card Number	Units
Garage Wood	1	680.00000
Storage	1	238.00000
Shed	1	192.00000
Shed	1	238.00000
Storage	1	115.00000

Image(s) on file:



THE CITY OF
GOOSE CREEK
BERKELEY CO. EST. 1961 SO. CAROLINA

Request for City Council Agenda Item

To: City Administrator, Mayor and City Council

From: Tyler Howanyk, Finance Director

Please check one box

Regular Meeting

Special Meeting

Work Session

Proclamation

Please check one box, if applicable

Ordinance

Resolution

Ordinance/Resolution Title

Amend business license ordinance to repeal current ordinance and replace with the Model Ordinance.

Background Summary

The Municipal Association of South Carolina has developed a Model Business License Ordinance, the City will be adopting this model ordinance.

Financial Impact

None

Impact if denied

.The City will not be able to use the Municipal Association's business license portal and the City will not have the model ordinance

Impact if approved

The City will be able to use the Municipal Association's business license portal and the City will have the model ordinance.

Department Head:

Tyler
 Howanyk
Digitally signed by Tyler
 Howanyk
 Date: 2020.07.08
 10:14:46 -04'00'

Signature & Date

City Administrator:

Natalie
 Zeigler
Digitally signed by Natalie
 Zeigler
 Date: 2020.07.08
 10:18:41 -04'00'

Signature & Date

AN ORDINANCE

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF GOOSE CREEK, SOUTH CAROLINA, BY REPEALING IN ITS ENTIRETY THE CURRENT SECTIONS 110.001 TO 110.022; OCCUPATIONAL LICENSES, TAXES AND REGULATIONS AND ADOPTING IN LIEU THEREOF NEW SECTIONS 110.001 TO 110.021; OCCUPATIONAL LICENSES, TAXES AND REGULATIONS, WHICH IS ATTACHED HERETO AND MADE PART HEREOF AS IS FULLY SET OUT HEREIN

WHEREAS, the Municipal Association of South Carolina has developed a Model Business License Ordinance for the municipalities of the state, and

WHEREAS, this Model Ordinance establishes a straightforward rate structure based upon federally established identification codes to classify businesses and an eight- rate class structure, and

WHEREAS, a uniform business license ordinance adopted by multiple jurisdictions helps businesses comply with the business license ordinance by making the ordinance standardized across the state, and

NOW, THEREFORE, BE IT ORDAINED and ordered by the Mayor and City Council of the City of Goose Creek, South Carolina, in Council duly assembled, that the City of Goose Creek, South Carolina, hereby

110.001 License Required.

Every person engaged or intending to engage in any calling, business, occupation or profession, in whole or in part, within the limits of the City of Goose Creek, South Carolina, is required to pay an annual license tax for the privilege of doing business and obtain a business license as herein provided.

110.002 Definitions.

The following words, terms and phrases, when used in this ordinance, shall have the meaning ascribed herein:

“Business” means a calling, occupation, profession, or activity engaged in with the object of gain, benefit or advantage, either directly or indirectly.

“Charitable Organization” means an organization that is determined by the Internal Revenue Service to be exempt from Federal income taxes under 26 U.S.C. section 501 (c) (3), (4), (6), (7), (8), (10) or (19).

“Charitable Purpose” means a benevolent, philanthropic, patriotic, or eleemosynary purpose which does not result in personal gain to a sponsor, organizer, officer, director, trustee or person with ultimate control of the organization.

“Classification” means that division of businesses by major groups subject to the same license rate as determined by a calculated index of ability to pay based on national averages, benefits, equalization of tax burden, relationships of services, or other basis deemed appropriate by the Council.

“*Gross Income*” means the gross receipts or gross revenue of a business, received or accrued, for one calendar or fiscal year collected or to be collected from business done within the Municipality, excepting therefrom income earned outside of the Municipality on which a license tax is paid by the business to some other municipality or a county and fully reported to the Municipality. Gross income for agents means gross commissions received or retained, unless otherwise specified. Gross income for insurance companies means gross premiums written. Gross income for business license tax purposes shall not include taxes collected for a governmental entity, escrow funds, or funds which are the property of a third party. The value of bartered goods or trade-in merchandise shall be included in gross income. The gross receipts or gross revenues for business license purposes may be verified by inspection of returns and reports filed with the Internal Revenue Service, the South Carolina Department of Revenue, the South Carolina Department of Insurance, or other government agencies.

“*License Official*” means a person designated to administer this ordinance.

“*Licensee*” means the business, the person applying for the license on behalf of the business, an agent or legal representative of the business, a person who receives any part of the net profit of the business, or a person who owns or exercises control of the business.

“*Municipality*” means the City of Goose Creek, South Carolina.

“*Person*” means any individual, firm, partnership, LLP, LLC, cooperative non-profit membership, corporation, joint venture, association, estate, trust, business trust, receiver, syndicate, holding company, or other group or combination acting as a unit, in the singular or plural, and the agent or employee having charge or control of a business in the absence of the principal.

110.003 Purpose and Duration.

The business license levied by this ordinance is for the purpose of providing such regulation as may be required for the business subject thereto and for the purpose of raising revenue for the general fund through a privilege tax. Each yearly license shall be issued for the twelve-month period of May 1 to April 30. The provisions of this ordinance and the rates herein shall remain in effect from year to year as amended by the Council.

110.004 License Tax.

A. The required license tax shall be paid for each business subject hereto according to the applicable rate classification on or before the due date of the 30th day of April in each year, except for those businesses in Rate Class 8 for which a different due date is specified.

B. A separate license shall be required for each place of business and for each classification or business conducted at one place. If gross income cannot be separated for classifications at one location, the license tax shall be computed on the combined gross income for the classification requiring the highest rate. A license tax based on gross income shall be computed on the gross income for the preceding calendar or fiscal year, and on a twelve-month projected income based on the monthly average for a business in operation for less than one year. The tax for a new business shall be computed on the estimated probable gross income stated in the license application for the balance of the license year. The initial tax for an annexed business shall be prorated for the number of months remaining in the license year. No refund shall be made for a business that is discontinued.

110.005 Registration Required.

A. The owner, agent or legal representative of every business subject to this ordinance, whether listed in the classification index or not, shall register the business and make application for a business license on or before the due date of each year; *provided*, a new business shall be required to have a business license prior to operation within the Municipality, and an annexed business shall be required to have a business license within thirty (30) days of the annexation. A license for a bar (NAICS 722410) must be issued in the name of the individual who has been issued a State alcohol, beer or wine permit or license and will have actual control and management of the business.

B. Application shall be on a form provided by the License Official which shall contain the Social Security Number and/or the Federal Employer's Identification Number, the business name as reported on the South Carolina income tax return, and all information about the applicant and the Licensee and the business deemed appropriate to carry out the purpose of this ordinance by the License Official. Applicants may be required to submit copies of portions of state and federal income tax returns reflecting gross receipts and gross revenue figures.

C. The applicant shall certify under oath that the information given in the application is true, that the gross income is accurately reported, or estimated for a new business, without any unauthorized deductions, and that all assessments, personal property taxes on business property and other monies due and payable to the Municipality have been paid.

110.006 Deductions, Exemptions, and Charitable Organizations.

A. No deductions from gross income shall be made except income earned outside of the Municipality on which a license tax is paid by the business to some other municipality or a county and fully reported to the Municipality, taxes collected for a governmental entity, or income which cannot be included for computation of the tax pursuant to State or Federal law. The applicant shall have the burden to establish the right to exempt income by satisfactory records and proof.

B. No person shall be exempt from the requirements of the ordinance by reason of the lack of an established place of business within the Municipality, unless exempted by State or Federal law. The License Official shall determine the appropriate classification for each business in accordance with the latest issue of the North American Industry Classification System (NAICS) for the United States published by the Office of Management and Budget. No person shall be exempt from this ordinance by reason of the payment of any other tax, unless exempted by State law, and no person shall be relieved of liability for payment of any other tax or fee by reason of application of this ordinance.

C. A Charitable Organization shall be exempt from the business license tax on its gross income unless it is deemed a business subject to a business license tax on all or part of its gross income as provided in this section. A Charitable Organization, or any for-profit affiliate of a Charitable Organization, that reports income from for-profit activities, or unrelated business income, for Federal income tax purposes to the Internal Revenue Service shall be deemed a business subject to a business license tax on the part of its gross income from such for-profit activities or unrelated business income.

A Charitable Organization shall be deemed a business subject to a business license tax on its total gross income if (1) any net proceeds of operation, after necessary expenses of operation, inure to the benefit of any individual or any entity that is not itself a Charitable Organization as defined in this ordinance, or (2) any net proceeds of operation, after necessary expenses of operation, are used for a purpose other than a Charitable Purpose as defined in this ordinance. Excess benefits or compensation in any

form beyond fair market value to a sponsor, organizer, officer, director, trustee or person with ultimate control of the organization shall not be deemed a necessary expense of operation.

110.007 False Application Unlawful.

It shall be unlawful for any person subject to the provisions of this ordinance to make a false application for a business license, or to give or file, or direct the giving or filing of, any false information with respect to the license or tax required by this ordinance.

110.008 Display and Transfer.

A. All persons shall display the license issued to them on the original form provided by the License Official in a conspicuous place in the business establishment at the address shown on the license. A transient or non-resident shall carry the license upon his person or in a vehicle used in the business readily available for inspection by any authorized agent of the Municipality.

B. A change of address must be reported to the License Official within ten (10) days after removal of the business to a new location and the license will be valid at the new address upon written notification by the License Official and compliance with zoning and building codes. Failure to obtain the approval of the License Official for a change of address shall invalidate the license and subject the licensee to prosecution for doing business without a license. A business license shall not be transferable, and a transfer of controlling interest shall be considered a termination of the old business and the establishment of a new business requiring a new business license, based on old business income.

110.009 Administration of Article.

The License Official shall administer the provisions of this article, collect license taxes, issue licenses, make or initiate investigations and audits to insure compliance, initiate denial or suspension and revocation procedures, report violations to the municipal attorney, assist in prosecution of violators, produce forms, make reasonable regulations relating to the administration of this ordinance, and perform such other duties as may be duly assigned.

110.010 Inspection and Audits.

A. For the purpose of enforcing the provisions of this ordinance, the License Official or other authorized agent of the Municipality is empowered to enter upon the premises of any person subject to this ordinance to make inspections, examine and audit books and records. It shall be unlawful for any such person to fail or refuse to make available the necessary books and records. In the event an audit or inspection reveals that the licensee has filed false information, the costs of the audit shall be added to the correct license tax and late penalties in addition to other penalties provided herein. Each day of failure to pay the proper amount of license tax shall constitute a separate offense.

B. The License Official shall have the authority to make inspections and conduct audits of businesses within the Municipality to ensure compliance with the ordinance. Financial information obtained by inspections and audits shall not be deemed public records, and the License Official shall not release the amount of license taxes paid or the reported gross income of any person by name without written permission of the licensee, except as authorized by this ordinance, State or Federal law, or proper judicial order. Statistics compiled by classifications are public records.

110.011 Assessments, Payment under Protest, Appeal.

A. If a person fails to obtain a business license or to furnish the information required by this ordinance or the License Official, the License Official shall examine such records of the business or any other available records as may be appropriate, and conduct such investigations and statistical surveys as the License Official may deem appropriate to assess a license tax and penalties as provided herein.

B. A notice of assessment shall be served by certified mail or personal service. An application for adjustment of the assessment may be made to the License Official within five (5) days after the notice is mailed or personally served or the assessment will become final. The License Official shall establish a uniform procedure for hearing an application for adjustment of assessment and issuing a notice of final assessment.

C. A final assessment may be appealed to the Council only by payment in full of the assessment under protest within five (5) days and the filing of written notice of appeal within ten (10) days after payment pursuant to the provisions of this ordinance relating to appeals to Council.

110.012 Delinquent License Taxes, Partial Payment.

A. For non-payment of all or any part of the correct license tax, the License Official shall levy and collect a late penalty of five (5%) percent of the unpaid tax for each month or portion thereof after the due date until paid. Penalties shall not be waived. If any license tax remains unpaid for sixty (60) days after its due date, the License Official shall report it to the municipal attorney for appropriate legal action.

B. Partial payment may be accepted by the License Official to toll imposition of penalties on the portion paid; *provided*, however, no business license shall be issued or renewed until the full amount of the tax due, with penalties, has been paid.

110.013 Notices.

The License Official may, but shall not be required to, mail written notices that license taxes are due. If notices are not mailed, there shall be published a notice of the due date in a newspaper of general circulation within the municipality three (3) times prior to the due date in each year. Failure to receive notice shall not constitute a defense to prosecution for failure to pay the tax due or grounds for waiver of penalties.

110.014 Denial of License.

The License Official shall deny a license to an applicant when the License Official determines:

A. The application is incomplete, contains a misrepresentation, false or misleading statement, evasion or suppression of a material fact; or

B. The activity for which a license is sought is unlawful or constitutes a public nuisance per se or per accidents; or

C. The applicant, Licensee or prior Licensee or the person in control of the business has been convicted, within the previous ten years, of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods; or

D. The applicant, Licensee or prior Licensee or the person in control of the business has engaged in an unlawful activity or nuisance related to the business or to a similar business in the Municipality or in another jurisdiction; or

- E. The applicant, Licensee or prior Licensee or the person in control of the business is delinquent in the payment to the Municipality of any tax or fee; or
- F. The license for the business or for a similar business of the Licensee in the Municipality or another jurisdiction has been denied, suspended or revoked in the previous license year.

A decision of the License Official shall be subject to appeal to Council as herein provided. Denial shall be written with reasons stated.

110.015 Suspension or Revocation of License.

When the License Official determines:

- A. A license has been mistakenly or improperly issued or issued contrary to law; or
- B. A Licensee has breached any condition upon which the license was issued or has failed to comply with the provisions of this ordinance; or
- C. A Licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, evasion or suppression of a material fact in the license application; or
- D. A Licensee has been convicted, within the previous ten years, of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods; or
- E. A Licensee has engaged in an unlawful activity or nuisance related to the business; or
- F. A Licensee is delinquent in the payment to the Municipality of any tax or fee, the License Official shall give written notice to the Licensee or the person in control of the business within the Municipality by personal service or certified mail that the license is suspended pending a hearing before Council for the purpose of determining whether the license should be revoked.

The notice shall state the time and place at which the hearing is to be held, which shall be at a regular or special Council meeting within thirty (30) days from the date of service of the notice, unless continued by agreement. The notice shall contain a brief statement of the reasons for suspension and proposed revocation and a copy of the applicable provisions of this ordinance.

110.016 Appeals to Council.

- A. Any person aggrieved by a decision, final assessment, proposed revocation, suspension, or a denial of a business license by the License Official may appeal the decision to the Council by written request stating the reasons therefore, filed with the License Official within ten (10) days after service by mail or personal service of the notice of decision, final assessment, proposed revocation, suspension or denial.
- B. An appeal or a hearing on proposed revocation shall be held by the Council within thirty (30) days after receipt of a request for appeal or service of notice of suspension at a regular or special meeting of which the applicant or licensee has been given written notice, unless continued by agreement. At the hearing, all parties shall have the right to be represented by counsel, to present testimony and evidence and to cross-examine witnesses. The proceedings shall be recorded and transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by Council shall govern the hearing. Council shall by majority vote of members present render a written

decision based on findings of fact and application of the standards herein which shall be served upon all parties or their representatives and shall be the final decision of the Municipality.

110.017 Consent, franchise or license required for use of streets.

A. It shall be unlawful for any person to construct, install, maintain or operate in, on, above or under any street or public place under control of the municipality any line, pipe, cable, pole, structure or facility for utilities, communications, cablevision or other purposes without a consent agreement or franchise agreement issued by the Council by ordinance that prescribes the term, fees and conditions for use.

B. The annual fee for use of streets or public places authorized by a consent agreement or franchise agreement shall be set by the ordinance approving the agreement and shall be consistent with limits set by State law. Existing franchise agreements shall continue in effect until expiration dates in the agreements. Franchise and consent fees shall not be in lieu of or be credited against business license taxes unless specifically provided by the franchise or consent agreement.

110.018 Confidentiality.

Except in accordance with proper judicial order or as otherwise provided by law, it shall be unlawful for any official or employee to divulge or make known in any manner the amount of income or any particulars set forth or disclosed in any report or return required under this ordinance. Nothing in this section shall be construed to prohibit the publication of statistics so classified as to prevent the identification of particular reports or returns. Any license data may be shared with other public officials or employees in the performance of their duties, whether or not those duties relate to enforcement of the license ordinance.

110.019 Violations.

Any person violating any provision of this ordinance shall be deemed guilty of an offense and shall be subject to a fine of up to \$500.00 or imprisonment for not more than thirty (30) days or both, upon conviction. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent taxes, penalties and costs provided for herein.

110.020 Severability.

A determination that any portion of this ordinance is invalid or unenforceable shall not affect the remaining portions.

110.021 Classification and Rates.

A. The classifications of businesses included in each rate class are listed with United States North American Industry Classification System (NAICS) codes, by sector, sub-sector, group or industry. The Business License Class Schedule (Appendix B) is a tool for classification and not a limitation on businesses subject to a license tax. The business classification, pursuant to the most recent version of the Business License Class Schedule adopted by the council, most specifically identifying the subject business, shall be applied to the business. The License Official shall have the authority to make the determination of the business classification most specifically applicable to a subject business.

B. The license tax for each class of businesses subject to this ordinance shall be computed in accordance with the current Business License Rate Schedule, designated as Appendix A to this ordinance, which may be amended from time to time by the Council. A copy of the Class Schedule and Rate Schedule shall be filed in the office of the municipal clerk.

APPENDIX A

RATE SCHEDULE

RATE CLASS	INCOME: \$0 - \$2,000	INCOME OVER \$2,000
	BASE RATE	Rate per Thousand or fraction thereof
1	\$ 30.00	\$ 2.00
2	\$ 40.00	\$ 2.15
3	\$ 50.00	\$ 2.30
4	\$ 60.00	\$ 2.45
5	\$ 70.00	\$ 2.60
6	\$ 80.00	\$ 2.75
7	\$ 90.00	\$ 2.90
8.1	\$ 75.00	\$ 2.40
8.2	\$ set by State statute	
8.3	MASC Telecommunications	
8.41	\$ 65.00	\$ 2.00
8.42	\$ 200.00	\$ 2.95
8.5	\$ 80.00	\$ 2.00
8.61	\$ 30.00	\$ 2.15
8.62	\$ 15.00	\$ 2.00
8.7	MASC Insurance	
8.81	\$12.50 + \$12.50 per machine	
8.82	\$ 100.00	\$ 2.95
8.83	\$12.50 + \$12.50 per machine	
8.91	\$ 200.00	\$ 2.95
8.92	\$ 300.00	\$ 3.50
8.93	\$ 200.00	\$ 2.95
8.10	\$ 200.00 + \$5.00 per table	\$ 2.95

NON-RESIDENT RATES

Unless otherwise specifically provided, all taxes and rates shall be doubled for nonresidents and itinerants having no fixed principal place of business within the municipality.

DECLINING RATES

Declining Rates apply in all Classes for gross income in excess of \$1,000,000, unless otherwise specifically provided for in this ordinance.

<u>Gross Income in \$ Millions</u> <u>additional \$1,000</u>	<u>Percent of Class Rate for each</u>
0 - 1	100%
1 - 2	90%
2 - 3	80%
3 - 4	70%
OVER 4	60%

CLASS 8 RATES

Each NAICS Number designates a separate sub-classification. The businesses in this section are treated as separate and individual subclasses due to provisions of State law, regulatory requirements, service burdens, tax equalization considerations, etc., which are deemed to be sufficient to require individually determined rates. Non-resident rates do not apply except where indicated.

8.1 NAICS 230000 - Contractors, Construction, All Types [Non-resident rates apply]

Having permanent place of business within the municipality
Minimum on first \$2,000..... \$75.00 PLUS
Each additional 1,000..... \$2.40

A trailer at the construction site or structure in which the contractor temporarily resides is not a permanent place of business under this ordinance.

The total tax for the full amount of the contract shall be paid prior to commencement of work and shall entitle contractor to complete the job without regard to the normal license expiration date. An amended report shall be filed for each new job and the appropriate additional license fee per \$1,000 of the contract amount shall be paid prior to commencement of new work. Only one base tax shall be paid in a license year.

No contractor shall be issued a business license until all state and municipal qualification examination and trade license requirements have been met. Each contractor shall post a sign in plain view on each job identifying the contractor with the job.

Sub-contractors shall be licensed on the same basis as general or prime contractors for the same job. No deductions shall be made by a general or prime contractor for value of work performed by a sub-contractor.

No contractor shall be issued a business license until all performance and indemnity bonds required by the Building Code have been filed and approved. Zoning permits must be obtained when required by the Zoning Ordinance.

Each prime contractor shall file with the License Official a list of sub-contractors furnishing labor or materials for each project.

8.2 NAICS 482 - Railroad Companies – (See S.C. Code § 12-23-210)

8.3 NAICS 517311, 517312 - Telephone Companies:

A. Notwithstanding any other provisions of the Business License Ordinance, the business license tax for "retail telecommunications services", as defined in S. C. Code Section 58-9-2200, shall be at the maximum rate authorized by S. C. Code Section 58-9-2220, as it now provides or as provided by amendment. The business license tax year shall begin on January 1 of each year. Declining rates shall not apply.

B. In conformity with S.C. Code Section 58-9-2220, the business license tax for "retail telecommunications services" shall apply to the gross income derived from the sale of retail telecommunications services for the preceding calendar or fiscal year which either originate or terminate in the municipality and which are charged to a service address within the municipality regardless of where these amounts are billed or paid and on which a business license tax has not been paid to another municipality. The measurement of the amounts derived from the retail sale of mobile telecommunications services shall include only revenues from the fixed monthly recurring charge of

customers whose service address is within the boundaries of the municipality. For a business in operation for less than one year, the amount of business license tax shall be computed on a twelve-month projected income.

C. The business license tax for "retail telecommunications services" shall be due on January 1 of each year and payable by January 31 of that year, without penalty.

D. The delinquent penalty shall be five percent (5 %) of the tax due for each month, or portion thereof, after the due date until paid.

E. Exemptions in the business license ordinance for income from business in interstate commerce are hereby repealed. Properly apportioned gross income from interstate commerce shall be included in the gross income for every business subject to a business license tax.

F. Nothing in this Ordinance shall be interpreted to interfere with continuing obligations of any franchise agreement or contractual agreement in the event that the franchise or contractual agreement should expire after December 31, 2003.

G. All fees collected under such a franchise or contractual agreement expiring after December 31, 2003, shall be in lieu of fees or taxes which might otherwise be authorized by this Ordinance.

H. As authorized by S. C. Code Section 5-7-300, the Agreement with the Municipal Association of South Carolina for collection of current and delinquent license taxes from telecommunications companies pursuant to S. C. Code Section 58-9-2200 shall continue in effect.

8.41	<u>NAICS 423930 - Junk or Scrap Dealers</u> [Non-resident rates apply]
	Minimum on first \$2,000 \$65.00 PLUS
	Per \$1,000, or fraction, over \$2,000 \$2.00
8.42	<u>NAICS 522298 - Pawn Brokers</u> - All Types
	Minimum on first \$2,000 \$200.00 PLUS
	Per \$1,000, or fraction, over \$2,000 \$2.95
8.5	<u>NAICS 4411, 4412 - Automotive, Motor Vehicles, Boats, Farm Machinery or Retail</u> (except auto supply stores - see 4413)
	Minimum on first \$2,000 \$80.00 PLUS
	Per \$1,000, or fraction, over \$2,000 \$2.00

One sales lot not more than 400 feet from the main showroom may be operated under this license provided that proceeds from sales at the lot are included in gross receipts at the main office when both are operated under the same name and ownership.

Gross receipts for this classification shall include value of trade-ins. Dealer transfers or internal repairs on resale items shall not be included in gross income.

NAICS 454390 - Peddlers, Solicitors, Canvassers, Door-To-Door Sales

direct retail sales of merchandise. [Non-resident rates apply]

8.61 Regular activities [more than two sale periods of more than three days each per year]

Minimum on first \$2,000 \$30.00 PLUS
Per \$1,000, or fraction, over \$2,000 \$2.15

8.62 Seasonal activities [not more than two sale periods of not more than three days each year, separate license required for each sale period]

Minimum on first \$2,000 \$15.00 PLUS
Per \$1,000, or fraction, over \$2,000 \$2.00

Applicant for a license to sell on private property must provide written authorization from the property owner to use the intended location.

8.7 NAICS 5241 - Insurance Companies:

Except as to fire insurance, “gross premiums” means gross premiums written for policies for property or a risk located within the municipality. In addition, “gross premiums” shall include premiums written for policies that are sold, solicited, negotiated, taken, transmitted, received, delivered, applied for, produced or serviced by (1) the insurance company’s office located in the municipality, (2) the insurance company’s employee conducting business within the municipality, or (3) the office of the insurance company’s licensed or appointed producer (agent) conducting business within the municipality, regardless of where the property or risk is located, provided no tax has been paid to another municipality in which the property or risk is located based on the same premium.

Solicitation for insurance, receiving or transmitting an application or policy, examination of a risk, collection or transmitting of a premium, adjusting a claim, delivering a benefit, or doing any act in connection with a policy or claim shall constitute conducting business within the municipality, regardless of whether or not an office is maintained in the municipality.

As to fire insurance, “gross premiums” means gross premiums (1) collected in the municipality, and/or (2) realized from risks located within the limits of the municipality.

Gross premiums shall include all business conducted in the prior calendar year.

Gross premiums shall include new and renewal business without deductions for any dividend, credit, return premiums or deposit.

Declining rates shall not apply.

NAICS 52411 - Life, Health and Accident 0.75% of Gross Premiums

NAICS 524126 - Fire and Casualty..... 2% of Gross Premiums

NAICS 524127 - Title Insurance 2% of Gross Premiums

Notwithstanding any other provisions of this ordinance, license taxes for insurance companies shall be payable on or before May 31 in each year without penalty. The

penalty for delinquent payments shall be 5% of the tax due per month, or portion thereof, after the due date until paid.

Any exemptions in the business license ordinance for income from business in interstate commerce are hereby repealed. Gross income from interstate commerce shall be included in the gross income for every business subject to a business license tax.

Pursuant to S.C. Code Ann. §§ 38-45-10 and 38-45-60, the Municipal Association of South Carolina, by agreement with the municipality, is designated the municipal agent for purposes of administration of the municipal broker's premium tax. The agreement with the Association for administration and collection of current and delinquent license taxes from insurance companies as authorized by S.C. Code § 5-7-300.

[The South Carolina General Assembly, in order to ensure consistency with the federal Non-admitted and Reinsurance Reform Act of 2010 ("NRRA"), ratified an act (Rat# 283) on June 28, 2012, amending S.C. Code §§ 38-7-16 and 38-45-10 through 38-45-195. The act establishes a blended broker's premium tax rate of 6 percent comprised of a 4 percent state broker's premium tax and a 2 percent municipal broker's premium tax. The act states a municipality may not impose on brokers of non-admitted insurance in South Carolina an additional license fee or tax based upon a percentage of premiums.]

NAICS 713120 - Amusement Machines, coin operated (except gambling) -

Music machines, juke boxes, kiddy rides, video games, pin tables with levers, and other amusement machines with or without free play feature licensed by SC Department of Revenue pursuant to S.C. Code §12-21-2720(A)(1) and (A)(2) – **[Type I and Type II]**

8.81 Operator of machine\$12.50/machine PLUS
.....\$12.50 business license
for operation of all machines (not on gross income).[§12-21-2746]

8.82 Distributor selling or leasing machines
(not licensed by the State as an operator pursuant to §12-21-2728) -
[Nonresident rates apply.]
Minimum on first \$2,000 \$100.00 PLUS
Per \$1,000 or fraction over \$2,000 \$2.95

NAICS 713290 - Amusement Machines, coin operated, non-payout

Amusement machines of the non-payout type or in-line pin game licensed by SC Department of Revenue pursuant to S.C. Code §12-21-2720(A)(3) **[Type III]**

8.83 Operator of machine \$12.50/machine PLUS
..... \$12.50 business license
for operation of all machines (not on gross income). [§12-21-2720(B)]

8.82 - Distributor selling or leasing machines (not licensed by the State as an operator pursuant to §12-21-2728) - [Nonresident rates apply.] -
Minimum on first \$2,000..... \$100.00 PLUS
Per \$1,000, or fraction, over \$2,000 \$2.95

8.91 **NAICS 713290 - Bingo halls, parlors –**
Minimum on first \$2,000 \$200.00 PLUS
Per \$1,000, or fraction, over \$2,000 \$2.95

8.92 NAICS 711190 - Carnivals and Circuses -
 Minimum on first \$2,000 \$300.00 PLUS
 Per \$1,000, or fraction, over \$2,000 \$3.50

8.93 NAICS 722410 - Drinking Places, bars, lounges, cabarets (Alcoholic beverages consumed on premises)
 Minimum on first \$2,000 \$200.00 PLUS
 Per \$1,000, or fraction, over \$2,000 \$2.95

License must be issued in the name of the individual who has been issued a State alcohol, beer or wine permit or license and will have actual control and management of the business.

8.10 NAICS 713990 - Billiard or Pool Rooms, all types \$12.50 per table PLUS
 Minimum on first \$2,000\$200.00 PLUS
 Per \$1,000, or fraction, over 2000.....\$2.95

NAICS 22112 - Electric Power Distribution..... See Consent or Franchise

NAICS 22121 - Natural Gas DistributionSee Consent or Franchise

NAICS 517110 - Television: Cable or Pay
 Services using public streets.....See Franchise

Business License Class Schedule by NAICS Code

Appendix B

This appendix will be updated annually based on the latest available IRS statistics. The updated Business License Class Schedule may be accessed at <http://www.masc.sc/SiteCollectionDocuments/Finance/BL-AppxB.pdf>

ORDINANCE NO.

AN ORDINANCE

AN ORDINANCE TO SELL REAL PROPERTY OF THE CITY OF GOOSE CREEK, A SOUTH CAROLINA MUNICIPAL CORPORATION, IN ACCORDANCE WITH SECTION 5-7-260 (6) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, PROPERTY IDENTIFIED AS, 0.179 ACRE, US HIGHWAY 176, A PORTION OF TMS 209-00-01-080

WHEREAS, Berkeley County is in the process of widening and improving a portion of US Highway 176, at the entrance of Roper St. Francis Hospital; and

WHEREAS, Berkeley County has determined that additional right-of-way is needed for the necessary roadway improvements by widening and adding turn lanes to Roper St. Francis Hospital which necessitates the acquisition of property owned by the City of Goose Creek; and

WHEREAS, the City of Goose Creek fully supports the US Highway 176 Widening Phase I project.

NOW, THEREFORE, BE IT ORDAINED and ordered by the Mayor and City Council of the City of Goose Creek, South Carolina, in Council duly assembled, that the City of Goose Creek, South Carolina, hereby approves the sale of real property owned by the City of Goose Creek, South Carolina, to Berkeley County, for the US Highway 176 Widening Phase I project, to which:

7,782 square feet (0.179 acre) of land and all improvements thereon, if any, as identified on a map shown as (Exhibit A) as prepared by Mead & Hunt, dated March 20, 2019, for the South Carolina Department of Transportation, as a portion of TMS 209-00-01-080.

The City Administrator is directed to do all things necessary to facilitate the sale of said property to Berkeley County.

All ordinances in conflict with this ordinance are hereby repealed.

This ordinance shall be effective on the date of final reading.

INTRODUCED the _____ day of July 2020.

DONE the _____ day of August 2020.

Mayor Gregory S. Habib

Attest: _____
Kelly J. Lovette, MMC, City Clerk

Mayor Pro Tem Kevin M. Condon

Councilmember Debra Green-Fletcher

Councilmember Corey McClary

Councilmember Jerry Tekac

Councilmember Gayla S.L. McSwain

Councilmember Christopher Harmon

THE STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

TITLE TO REAL ESTATE

Approximate Survey Stations

Road/Route US 176 Widening Phase 1
 Project ID No. P029498
 Tract 192A

_____ 1094+00 To _____ 1106+00 LT
 _____ Relo US 176
 _____ To _____
 _____ To _____

KNOW ALL MEN BY THESE PRESENTS, That City of Goose Creek ("Grantor"), PO Box 1768, Goose Creek, SC 29445, in consideration of the sum of One and No/100 Dollars (\$1.00) and other valuable consideration to it in hand paid at and before the sealing and delivering thereof, by the Berkeley County, Moncks Corner, South Carolina, receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, unto the said Berkeley County, its successors and assigns, all that certain real property of the Grantor in fee simple absolute for improvements on US 176 Widening Phase I, State and County aforesaid, as shown on plans prepared by the Mead & Hunt and dated 03/20/2019.

SPECIAL PROVISIONS:

The above consideration is for all that certain parcel of land containing 0.179 of an acre (7,782 square feet), more or less all improvements thereon, if any, owned by City of Goose Creek, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. Property herein conveyed is along a relocated centerline as shown on plans between approximate survey stations 1065+80 and 1067+80. This being a portion of the property conveyed to City of Goose Creek, by deed from Roper St. Francis Hospital – Berkeley, Inc., dated 10/14/2019, and recorded 11/21/2019, in Deed Book 3197, Page 734, in the records of the ROD Office for Berkeley County and shown as Tax Map No. 209-00-01-080.

This within described real property is conveyed subject to all matters of record and any and all matters that would be disclosed on a current survey or physical inspection thereof.

Together with, all and singular, the rights, members, hereditaments and appurtenances thereunto belonging, or in any wise incident or appertaining.

And Grantor does hereby bind itself, its successor and assigns, to warrant and forever defend all and singular said premises unto said Berkeley County, its successors and assigns, against itself and against the lawful claims of all persons claiming by, under or through Grantor and no others.

GRANTEE'S ADDRESS: Berkeley County, PO Box 6122, Moncks Corner, SC 29461

Date Checked _____ By _____

Project ID No. P029498

Tract 192A

TO HAVE AND TO HOLD in fee simple, absolute and singular the said property and the rights hereinbefore granted, unto the said Berkeley County, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal this _____ day of _____, in the year of our Lord, Two Thousand and Twenty.

Signed, sealed and delivered in the presence of: **City of Goose Creek**

1st Witness

By:

2nd Witness

Its:

NOTE: All right-of-way agreements must be in writing and are subject to rejection by Berkeley County.

THE STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____ of City of Goose Creek.

Signature of Notary Public

Printed Name of Notary Public

NOTARY PUBLIC FOR THE STATE OF

My Commission Expires: _____
(Affix seal if outside SC)

THE STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

WAIVER OF RIGHTS

Road/Route US 176
Project ID No. P029498
Tract 192A

I have been fully informed of my right to receive just compensation for the above referenced property pursuant to the U. S. and S. C. Constitutions and the S. C. Code of Laws Section 28-2-370, as amended. However, I hereby willingly and voluntarily agree to waive my right to receive just compensation for the property and choose to donate the property necessary for a fee simple title to right of way for the referenced project. I also hereby release Berkeley County from the obligation of performing or delivering an appraisal of said property.

Witness our hand and seal this _____
day of _____, 20_____.

In the presence of:

City of Goose Creek

1st Witness

(L.S.)

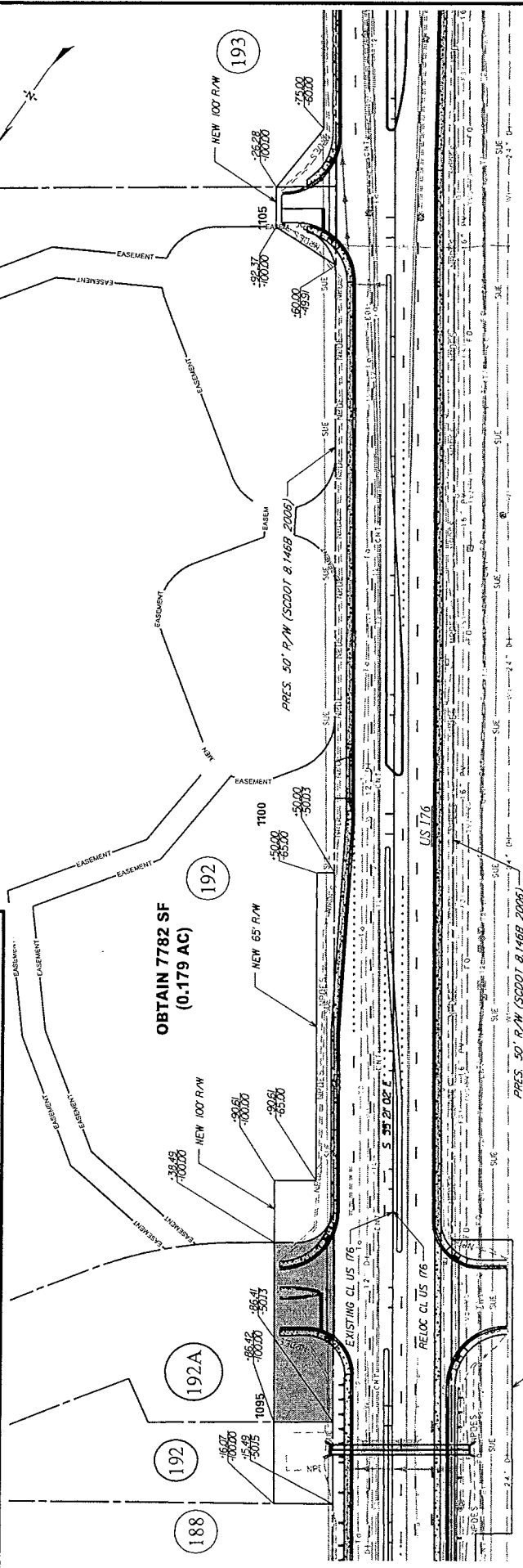
By Its: _____

2nd Witness

Print or Type Name Here

EXHIBIT "A"

THIS SITE IS A GRAPHIC REPRESENTATION OF THE "AREA OF ACQUISITION" AND IS NOT TO BE CONSIDERED A FINAL RECORDING OF DEEDS IN COMPLIANCE WITH SCOT STANDARD DRAWING 809-105-00. UPON COMPLETION OF CONSTRUCTION, A RECORDABLE RIGHT OF WAY PLAT SHALL BE FILED WITH THE REGISTER OF DEEDS IN COMPLIANCE WITH SCOT STANDARD DRAWING 809-105-00.



183


SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
AREA OF ACQUISITION FROM TRACT 192A FILE PO29498
 PREPARED 6/4/2022
 REVISION MA

COUNTY BERKELEY
 SCALE 50 0 100 FEET

NEW BUSINESS & PUBLIC HEARINGS

ORDINANCE NO.

AN ORDINANCE

AN ORDINANCE TO SELL REAL PROPERTY OF THE CITY OF GOOSE CREEK, A SOUTH CAROLINA MUNICIPAL CORPORATION, IN ACCORDANCE WITH SECTION 5-7-260 (6) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, PROPERTY IDENTIFIED AS, 0.055 ACRES, A PORTION OF TMS 235-00-00-035 AND, .076 ACRES, A PORTION OF TMS 235-00-00-038

WHEREAS, Berkeley County is in the process of widening and improving the intersection of Old Mount Holly Road and Highway 52; and

WHEREAS, Berkeley County has determined that additional right-of-way is needed for the Henry Brown Boulevard Phase 2 project on Old Mount Holly Road which necessitates the acquisition of property owned by the City of Goose Creek; and

WHEREAS, the City of Goose Creek fully supports the Henry Brown Boulevard Phase 2 project.

NOW, THEREFORE, BE IT ORDAINED and ordered by the Mayor and City Council of the City of Goose Creek, South Carolina, in Council duly assembled, that the City of Goose Creek, South Carolina, hereby approves the sale of real property owned by the City of Goose Creek, South Carolina, to Berkeley County, for Henry Brown Boulevard project, to which:

2,375 square feet (0.055 acre) of land and all improvements thereon, if any, as identified on a map as prepared by the South Carolina Department of Transportation as a portion of TMS 235-00-00-035.

3,296 square feet (0.076 acre) of land and all improvements thereon, if any, as identified on a map as prepared by the South Carolina Department of Transportation as a portion of TMS 235-00-00-038.

The City Administrator is directed to do all things necessary to facilitate the sale of said property to Berkeley County.

All ordinances in conflict with this ordinance are hereby repealed.

This ordinance shall be effective on the date of final reading.

INTRODUCED the _____ day of June 2020.

DONE the _____ day of July 2020.

Mayor Gregory S. Habib

Attest: _____
Kelly J. Lovette, MMC, City Clerk

Mayor Pro Tem Kevin M. Condon

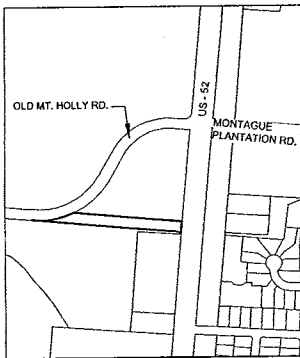
Councilmember Debra Green-Fletcher

Councilmember Corey McClary

Councilmember Jerry Tekac

Councilmember Gayla S.L. McSwain

Councilmember Christopher Harmon

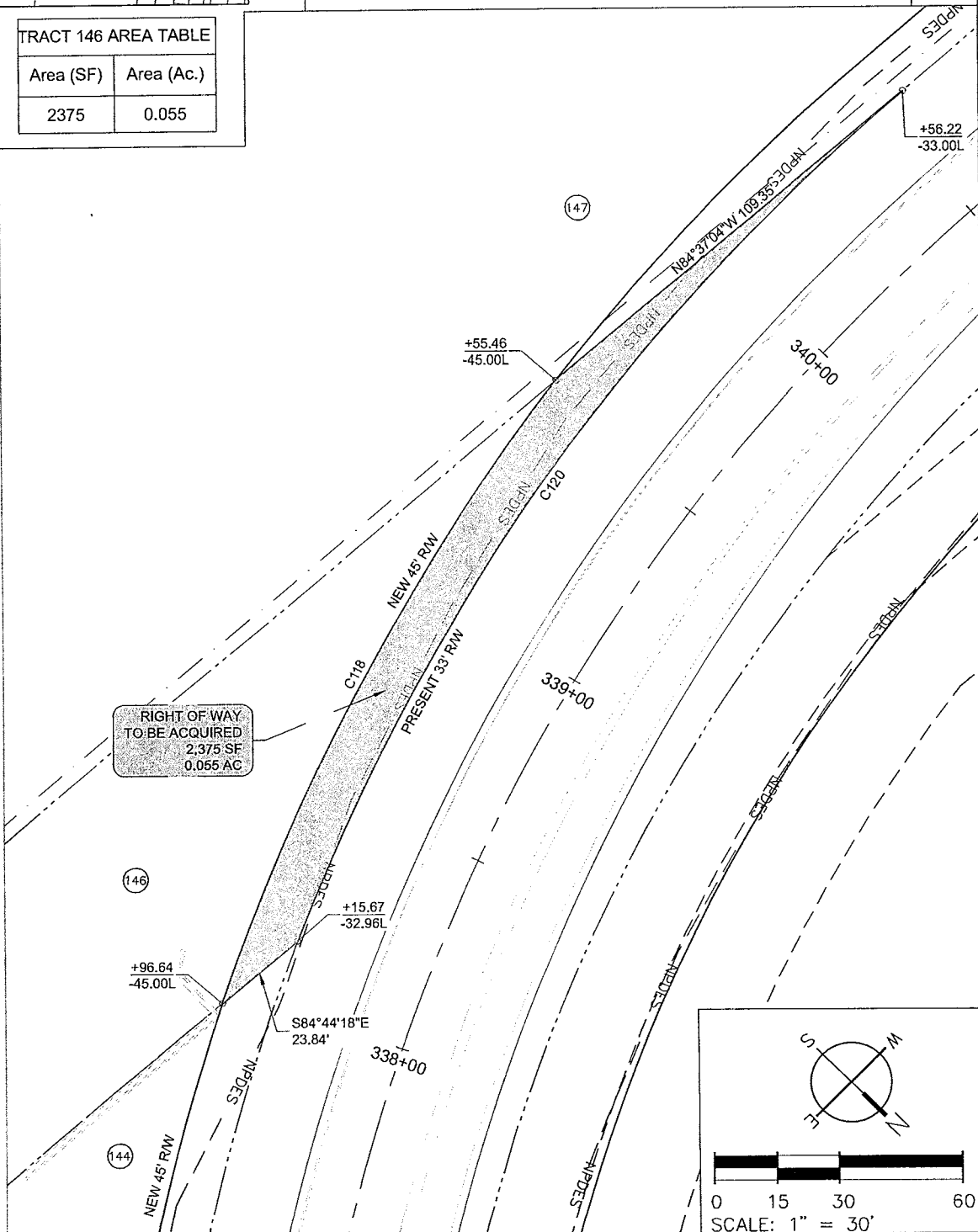


TRACT 146 PARCEL CURVE TABLE					
Curve #	Length (ft)	Radius (ft)	Delta	Chord Direction	Chord Length (ft)
C118	173.87	520.00	019°09'29"	S73°27'29"W	173.06
C120	257.13	506.91	029°03'48"	N80°40'42"E	254.38

235-00-00-035

TRACT 146 AREA TABLE

Area (SF)	Area (Ac.)
2375	0.055



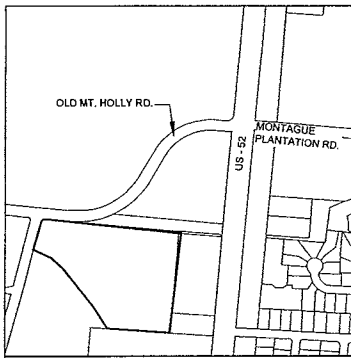
BERKELEY COUNTY
HENRY E. BROWN JR. BLVD.
PHASE 2 WIDENING
ROW EXHIBIT

DATE: 7/5/2018 REVISED: 3/3/2020

AREA OF ACQUISITION
FROM TRACT 146

SHEET 3 OF 3

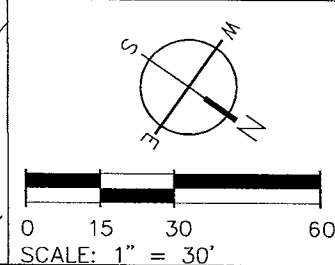
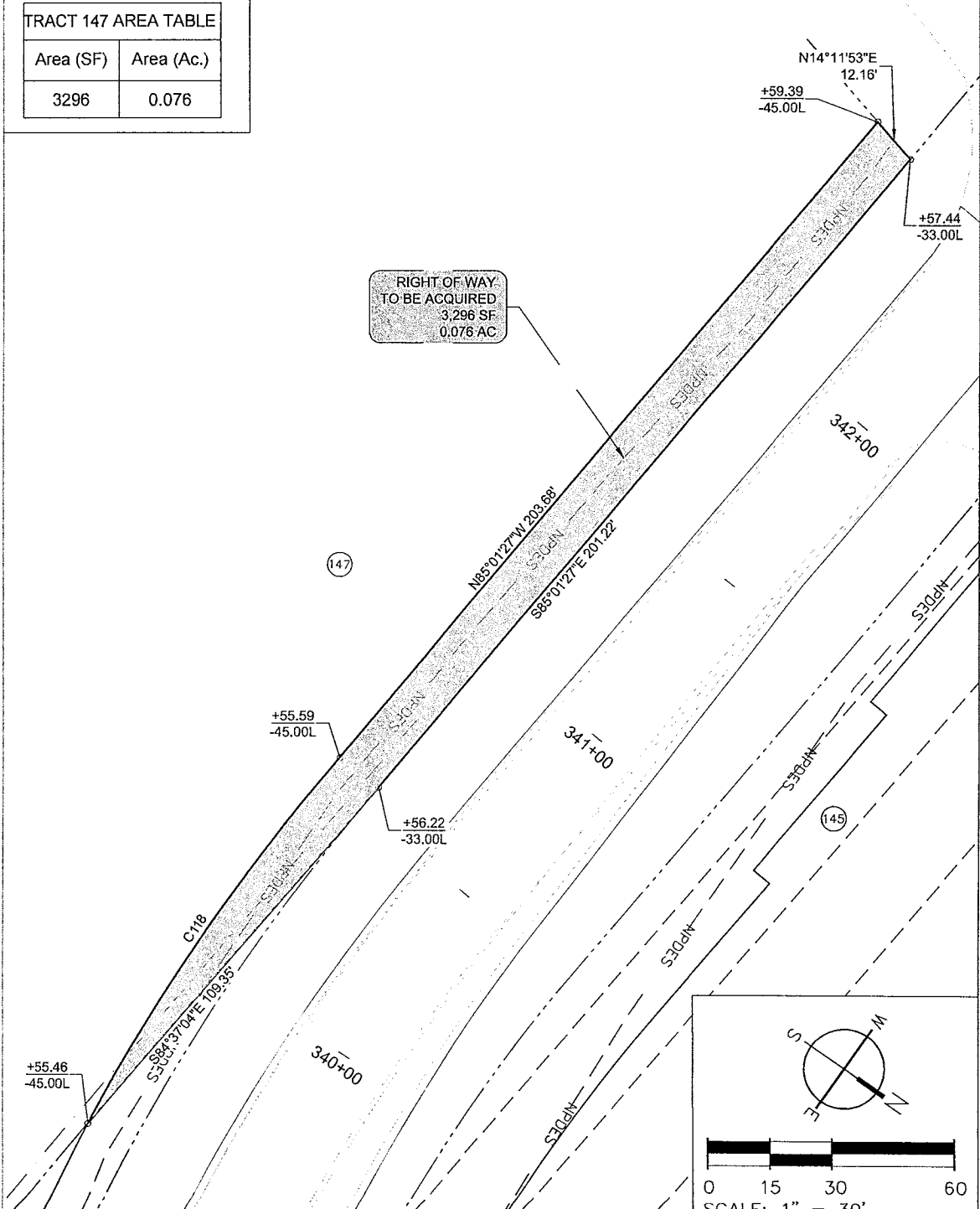




TRACT 147 PARCEL CURVE TABLE					
Curve #	Length (ft)	Radius (ft)	Delta	Chord Direction	Chord Length (ft)
C118	109.62	520.00	012°04'40"	S89°05'15"W	109.41

235-00-00-038

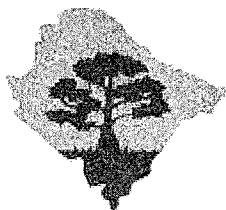
TRACT 147 AREA TABLE	
Area (SF)	Area (Ac.)
3296	0.076



BERKELEY COUNTY
 HENRY E. BROWN JR. BLVD.
 PHASE 2 WIDENING
 ROW EXHIBIT

AREA OF ACQUISITION
 FROM TRACT 147





BERKELEY COUNTY SC

Property Card

Summary Information:

TMS: 235-00-00-035

Owner Information:

GOOSE CREEK CITY OF
PO BOX 1768

GOOSE CREEK, SC 294451768

Council District: C3

Fire District: F18

Tax District: T18

TIS Zone: 9

Jurisdiction: 2P

Acres: 0.00

Lots: 0.0

Neighborhood: D710 - COMM ON HWY 176 AND HWY 52

Appraiser ID: NM

Lot: Block: Section:

Zoning: Goose Creek - CO

Homestead Exempt: No

Parent TMS:

Notes:

Site addresses:			
603 N GOOSE CREEK BLVD			
GOOSE CREEK, SC 29445, Unit/Lot:			

Previous Owner History:

Owner: SCDHPT	Sale Date: 01/07/1993	Sale Price: \$1.00	Deed Book-Page: 0227 - 0046	Plat: 0227 - 48	Transfer Notes: 0.62 Acres Recorded on Plat 0227 - 48
Owner: SCDHPT	Sale Date: 01/07/1993	Sale Price: \$1.00	Deed Book-Page: 0227 - 0046	Plat: 0227 - 48	Transfer Notes: PLAT CABQ-304H (UTILITY EASEMENT) 06/18

Tax History: (limited to 10 years)

Tax Year	Receipt #	Tax District	Original Total	Total With Penalties (if applicable)	Pay Date	Pay Type	Delinquent	Taxed Value
2019	0046110	18	\$252.00	\$252.00	12/13/2019	Paid	No	\$0
2018	0045211	18	\$36.00	\$36.00	12/10/2018	Paid	No	\$0

Sales Information:

Last Sale Date: 01/07/1993
Recording Date: 01/25/1993
Sale Price: \$1.00

Plat Information: 0227 - 48
Deed Book: 0227
Deed Page: 0046

Sales Validity: 1
Validity Other:

Valuation Information:

Building Market: 0
Land Market: 0

Building Taxable (4% Res): 0
Building Taxable (6% Other): 0
Building Taxable (4% Ag): 0
Building Taxable (6% Ag): 0

Land Taxable (4% Res): 0
Land Taxable (6% Other): 0
Land Taxable (4% Ag): 0
Land Taxable (6% Ag): 0

Total Taxable Value: 0 Total Assessment: 0

Fee Summary:

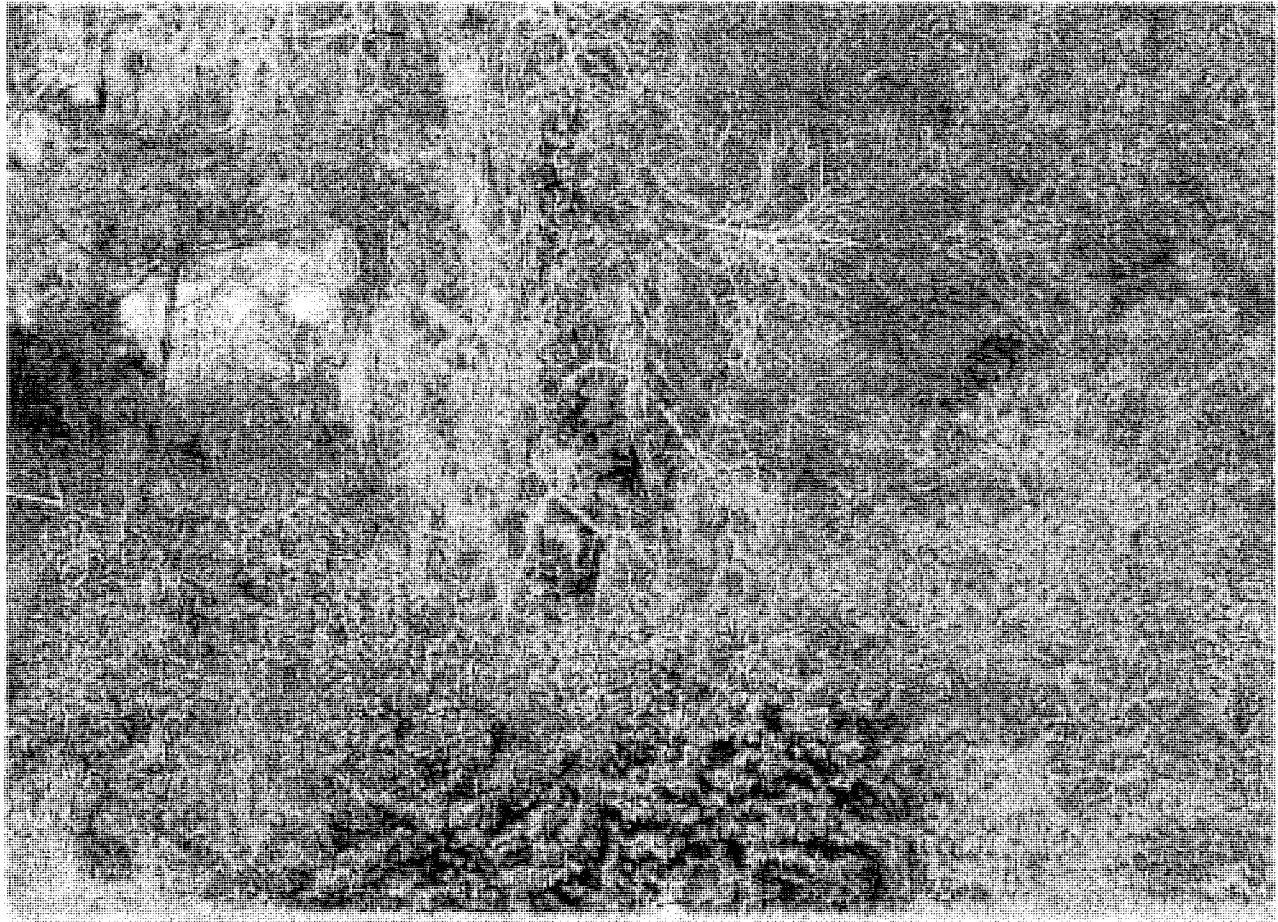
Fee Name	Fee Amount
Goose Creek Sanitation Fee	0
Stormwater Utility Fee	252

Building Information:

Building Count: 0
Residence Count: 0

Yard Item Count: 0
Mobile Homes on Property: 0

Image(s) on file:



No sketches found for this property.



BERKELEY COUNTY SC

Property Card

Summary Information:

TMS: 235-00-00-038
 Owner Information:
 GOOSE CREEK CITY OF
 PO BOX 1768
 GOOSE CREEK, SC 294451768

Council District: C3
 Fire District: F18
 Tax District: T18
 TIS Zone: 9
 Jurisdiction: 2P
 Acres: 10.00
 Lots: 0.0

Neighborhood: D710 - COMM ON HWY 176 AND HWY 52
 Appraiser ID: NM
 Lot: Black: Section:
 Zoning: Goose Creek - CO
 Homestead Exempt: No
 Parent TMS: 235-00-00-005
 Notes:

Site addresses:	
519 N GOOSE CREEK BLVD GOOSE CREEK, SC 29445, Unit/Lot A	519 N GOOSE CREEK BLVD GOOSE CREEK, SC 29445, Unit/Lot B

Previous Owner History:

Owner: CHURCH OF GOD OF PROPHE Sale Date: 08/05/2002 Sale Price: \$280,000.00 Deed Book-Page: 2845 - 0190 Plat: CAB L - 201 Transfer Notes: 10.00 Acres Recorded on Plat CAB L - 201
 Owner: WACHOVIA BANK OF SC NA Sale Date: 11/22/1995 Sale Price: \$100,000.00 Deed Book-Page: 0771 - 0013 Plat: CAB L - 201 Transfer Notes: 10.00 Acres Recorded on Plat CAB L - 201

Tax History: (limited to 10 years)

Tax Year	Receipt #	Tax District	Original Total	Total with Penalties (if applicable)	Pay Date	Pay Type	Delinquent	Taxed Value
2019	0046112	18	\$3,416.00	\$3,416.00	12/13/2019	Paid	No	\$0
2018	0045213	18	\$3,308.00	\$3,308.00	12/10/2018	Paid	No	\$0
2017	0043977	18	\$1,256.00	\$1,256.00	12/08/2017	Paid	No	\$0
2016	0042740	18	\$1,256.00	\$1,256.00	12/16/2016	Paid	No	\$0
2015	0042961	18	\$1,112.00	\$1,112.00	12/22/2015	Paid	No	\$0
2014	0042559	18	\$1,040.00	\$1,040.00	12/19/2014	Paid	No	\$0
2013	0041643	18	\$1,040.00	\$1,040.00	12/06/2013	Paid	No	\$0
2012	0062100	18	\$1,040.00	\$1,040.00	01/04/2013	Paid	No	\$0
2011	0062453	18	\$780.00	\$780.00	01/10/2012	Paid	No	\$0
2010	0041732	18	\$75.00	\$75.00	12/31/2010	Paid	No	\$0

Sales Information:

Last Sale Date: 08/05/2002
 Recording Date: 08/06/2002
 Sale Price: \$280000.00

Plat Information: CAB L - 201
 Deed Book: 2845
 Deed Page: 0190

Sales Validity: 0
 Validity Other:

Valuation Information:

Building Market: 0
 Land Market: 2,295,000

Building Taxable (4% Res): 0
 Building Taxable (6% Other): 0
 Building Taxable (4% Ag): 0
 Building Taxable (6% Ag): 0

Land Taxable (4% Res): 0
 Land Taxable (6% Other): 395,428
 Land Taxable (4% Ag): 0
 Land Taxable (6% Ag): 0

Total Taxable Value: 395,428 Total Assessment: 23,720

Fee Summary:

Fee Name	Fee Amount
Stormwater Utility Fee	2,232
Comm Land Fill Fee	1,184

Building Information:

Building Count: 2
Residence Count: 0

Yard Item Count: 0
Mobile Homes on Property: 0

Building #: 1 BuildingType: NOAP - Non-Appraised Buildings

Depreciation Type: Depreciation %: .00

Quality:

Sub Area	Sub Area Description	Sketched Area (SqFt)
NOAP	NotAppraised	37000.0
		Building Total Finished SQFT: 0.0

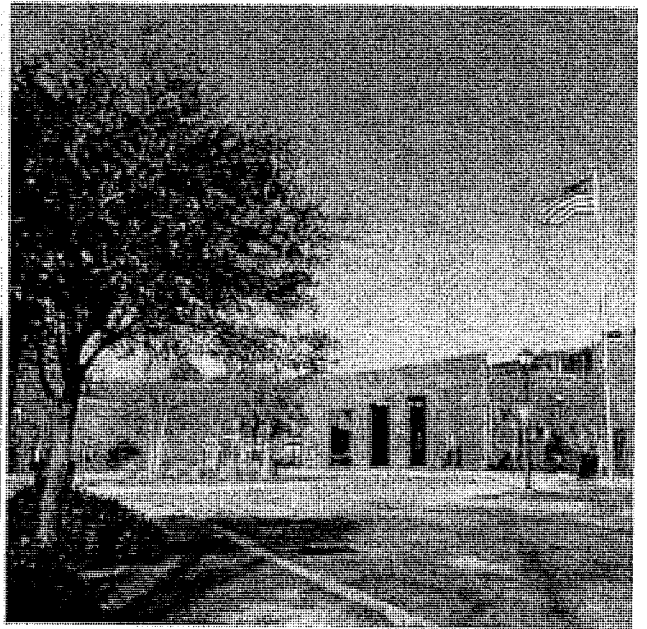
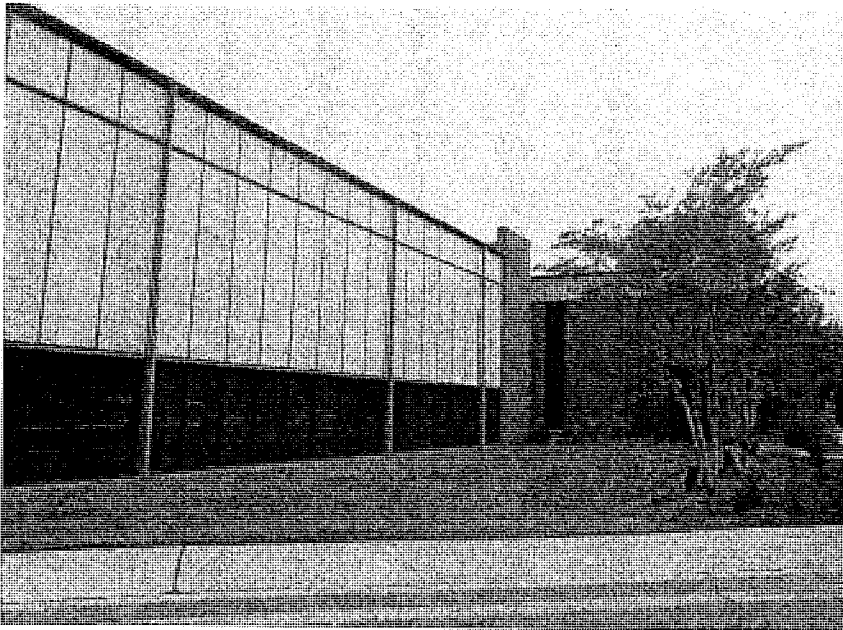
Building #: 2 BuildingType: 795 - COMMUNITY CENTERS (SEC 11 PG 18)

Depreciation Type: Depreciation %:

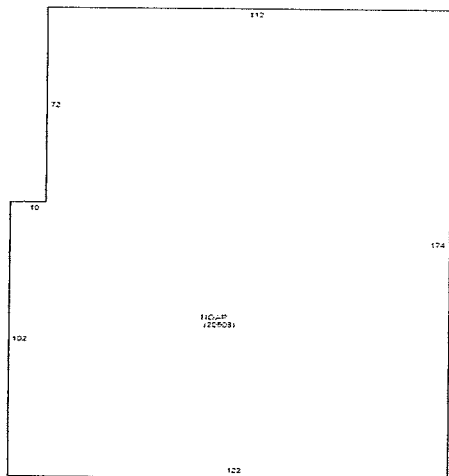
Quality:

Sub Area	Sub Area Description	Sketched Area (SqFt)
NOAP	NotAppraised	20508.0
		Building Total Finished SQFT: 0.0

Image(s) on file:



Sketch on File:



ORDINANCE NO.

AN ORDINANCE

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF GOOSE CREEK, SOUTH CAROLINA, TO PROVIDE FOR CHANGES IN THE ZONING DISTRICTS OF THE CITY OF GOOSE CREEK BY CHANGING THE ZONING CLASSIFICATION OF THE PROPERTY LOCATED ON MIDDLETON DRIVE WITH THE COMMUNITY OF OAKS PLANTATION, DESIGNATED AS TMS# 252-01-01-042, FROM CONSERVATION OPEN SPACE (CO) TO LOW DENSITY RESIDENTIAL (R-1)

WHEREAS, the Planning Commission of the City of Goose Creek held a public hearing on June 2, 2020, to receive public comment and to consider A CHANGE IN ZONING CLASSIFICATION FROM Conservation Open Space (CO) to Low Density Residential (R-1) for the property designated as TMS# 252-01-01-042, Middleton Drive.

WHEREAS, pursuant to said public hearing, the Planning Commission has recommended that the zoning classification of the property aforesaid be changed to the Low Density Residential (R-1) Zoning District.

NOW, THEREFORE, BE IT ORDAINED and ordered by the Mayor and City Council of the City of Goose Creek, South Carolina, that the Zoning Map of the City of Goose Creek, South Carolina, is hereby amended by changing the Zoning District classification of the property located on Middleton Drive, designated as Tax Map number 252-01-01-042, and incorporated into the City of Goose Creek on the ____ day of August, 2020, Ordinance number 20-____, from Conservation Open Space (CO) to Low Density Residential (R-1).

All ordinances and provisions in conflict herewith are repealed, and if any sentence, clause, phrase or word contained herein shall be held invalid, such invalidity shall not affect the validity of the remainder of this ordinance.

This ordinance shall become effective immediately upon adoption.

INTRODUCED the 11th day of August 2020.

DONE the day of August 2020.

Mayor Gregory S. Habib

Attest: _____
Kelly J. Lovette, MMC, City Clerk

Mayor Pro Tem Kevin M. Condon

Councilmember Debra Green-Fletcher

Councilmember Corey McClary

Councilmember Jerry Tekac

Councilmember Gayla McSwain

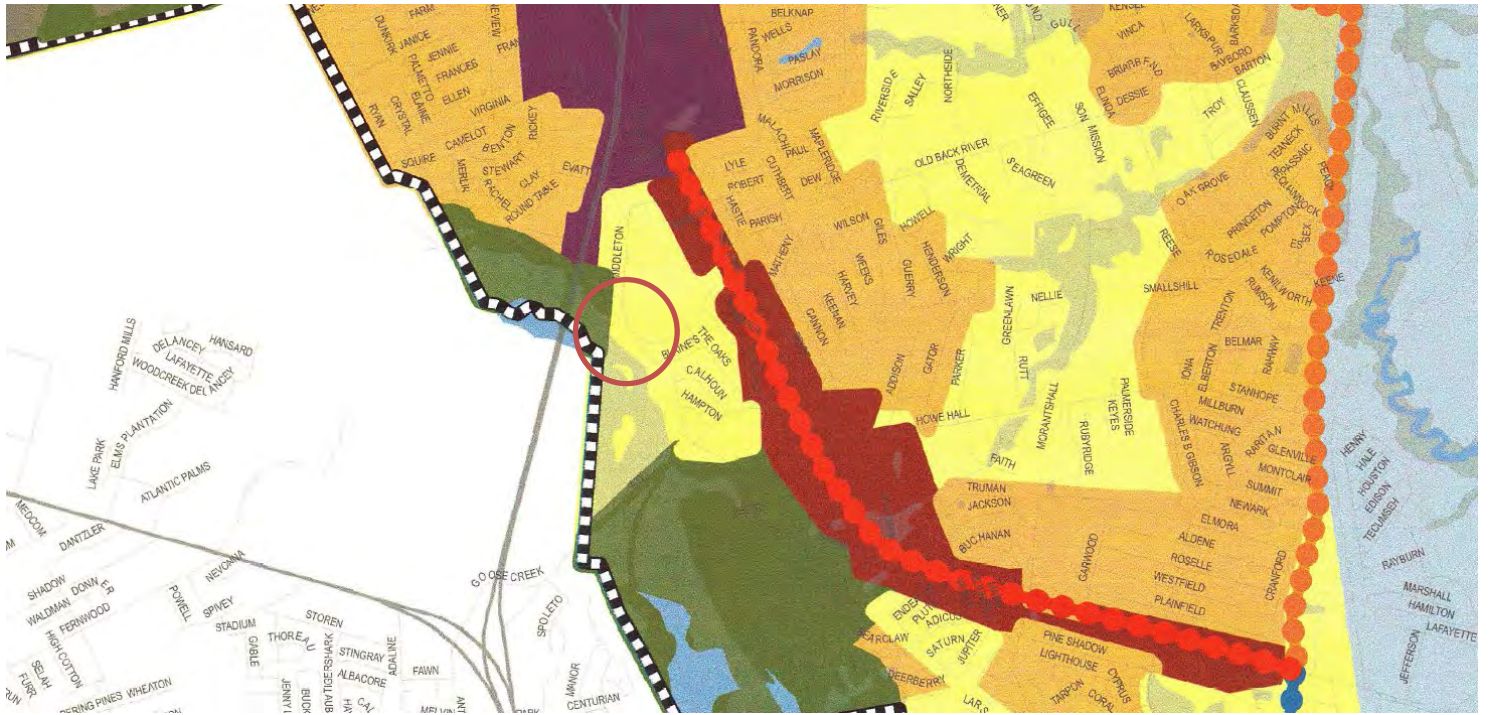
Councilmember Christopher Harmon



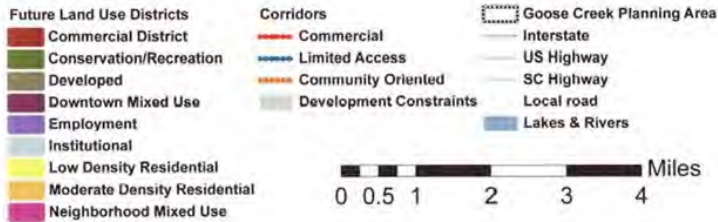
STAFF REPORT FOR THE CITY OF GOOSE CREEK PLANNING COMMISSION

For reference, the City of Goose Creek Code of Ordinances are available
online at <https://www.cityofgoosecreek.com/government/code-ordinances>

Agenda Item			
Applicant:	Sandra K Johnson		
Location/Address:	The Oaks on Middleton Dr		
Request:	Rezone from Conservation Open Space (CO) to Low Density Residential (R1)		
Subject Parcel			
Property Owner:	Sandra K Johnson		
Tax Map Number:	252-01-01-042		
Approximate Acreage:	.26 Acres		
Plat Book & Page:	Plat L – 134		
Comprehensive Plan Future Land Use Map Designation:	Residential – R1		
Property Zoning to the		Property Uses to the	
North:	R1 Low Density Residential	North:	The Oaks Single Fam Residential
South:	R1 Low Density Residential	South:	The Oaks Single Fam Residential
East:	R1 Low Density Residential	East:	The Oaks Single Fam Residential
West:	R1 Low Density Residential	West:	The Oaks Single Fam Residential
Anticipated Rezoning Meeting Schedule			
Body	Meeting Date	Action	
Planning Commission	June 2, 2020	Public Hearing-Rezone Request	
City Council Meeting*	July 14, 2020	First Reading	
City Council Meeting*	August 11, 2020	Final Reading	
<i>*City Council Meeting subject to change. Please check the website for up-to-date information.</i>			

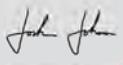


COMPREHENSIVE LAND USE MAP



Zoning Map - Located on Middleton Drive within The Oaks community

Anticipated Meeting Schedule		
Body	Meeting Date	Action
Planning Commission	June 2, 2020	
City Council Meeting	July 14, 2020	
City Council Workshop	n/a	
City Council Meeting	August 11, 2020	
<i>City Council Meetings subject to change. Please check the website for up-to-date information.</i>		

Planning Commission Voted <u> 5 </u> to <u> 0 </u> to recommend approval of the request.		
Planning Commission Comments:		
Chairman Josh Johnson recused himself from the vote.		
Planning Commission Chair Signature:	 <small>Johnson, Joshua A. 2020.06.24 19:27:40 -04'00'</small>	Date: June 17, 2020
Joshua Johnson		



PLANNING COMMISSION

June 17, 2020

Sandra Kay Johnson
113 Blaines Way
Goose Creek, SC 29445

RE: Rezoning Request from Conservation Open Space (CO) to Low Density Residential (R1); for the property identified as TMS#252-01-01-042.

Dear Ms. Johnson:

Please be advised that on Tuesday, June 2, 2020, the Planning Commission held a public hearing to discuss a request to rezone the parcel identified as TMS#252-01-01-042 from Conservation Open Space (CO) to Low Density Residential (R1). During the public hearing the Commission reviewed the specifics of the property, zoning, usage, as well as the zoning and usage of surrounding properties.

The Planning Commission voted (5-0) to recommend that the property be rezoned to Low Density Residential (R1).

Sincerely,

Johnson, Joshua A.
Jun 23 2020 9:19 PM

cosign

Joshua Johnson
Chairman - Planning Commission



PLANNING COMMISSION

June 17, 2020

The Honorable Mayor and City Council
The City of Goose Creek
Marguerite H. Brown Municipal Center
519 N. Goose Creek Blvd.
Goose Creek, SC 29445

RE: Rezoning Request from Conservation Open Space (CO) to Low Density Residential (R1); for the property identified as TMS#252-01-01-042.

Dear Mayor Habib and City Council Members:

Please be advised that on Tuesday, June 2, 2020, the Planning Commission held a public hearing to discuss a request to rezone the parcel identified as TMS#252-01-01-042 from Conservation Open Space (CO) to Low Density Residential (R1). During the public hearing the Commission reviewed the specifics of the property, zoning, usage, as well as the zoning and usage of surrounding properties.

The Planning Commission voted (5-0) to recommend that the property be rezoned to Low Density Residential (R1).

Sincerely,

Johnson, Joshua A.
Jun 23 2020 9:16 PM

cosign

Joshua Johnson
Chairman - Planning Commission

AN ORDINANCE

AN ORDINANCE TO SELL SIXTEEN (16) REAL PROPERTIES LOCATED IN THE BOULDER BLUFF SECTION III SUBDIVISION OF THE CITY OF GOOSE CREEK, A SOUTH CAROLINA MUNICIPAL CORPORATION, IN ACCORDANCE WITH SECTION 5-7-260 (6) OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED

WHEREAS, pursuant to that certain Real Estate Purchase Agreement (the “Contract”), as modified, amended and/or extended, attached hereto as **Exhibit “A”** and made a part hereof by reference, WHWR2020, LLC, dba Hunter Quinn Homes, (the “Purchaser”) has offered Eighty Thousand and No/100ths (\$80,000.00) Dollars to purchase all that certain piece, parcel or lot of land owned by the City of Goose Creek, South Carolina, containing a combined total of 3.06 acres, more or less (the “Properties”), and of which said properties are generally known as the sixteen (16) residential parcels located in the Boulder Bluff Section III (Subdivision) on Lila Circle and Dennis Drive and are more specifically described by the Berkeley County Assessor’s Office, as:

- | | |
|---|--|
| Lot 3, Blk N, Lila Circle, TMS # 235-09-01-014 | Lot 25, Blk A, Lila Circle, TMS # 235-09-01-003 |
| Lot 4, Blk N, Lila Circle, TMS # 235-09-01-013 | Lot 26, Blk A, Lila Circle, TMS # 235-09-01-002 |
| Lot 19, Blk A, Lila Circle, TMS # 235-09-01-009 | Lot 21, Blk T, Dennis Drive, TMS # 235-05-02-070 |
| Lot 20, Blk A, Lila Circle, TMS # 235-09-01-008 | Lot 22, Blk T, Dennis Drive, TMS # 235-05-02-071 |
| Lot 21, Blk A, Lila Circle, TMS # 235-09-01-007 | Lot 29, Blk T, Dennis Drive, TMS # 235-05-02-062 |
| Lot 22, Blk A, Lila Circle, TMS # 235-09-01-006 | Lot 30, Blk T, Dennis Drive, TMS # 235-05-02-062 |
| Lot 23, Blk A, Lila Circle, TMS # 235-09-01-005 | Lot 31, Blk T, Dennis Drive, TMS # 235-05-02-061 |
| Lot 24, Blk A, Lila Circle, TMS # 235-09-01-004 | Lot 32, Blk T, Dennis Drive, TMS # 235-05-02-060 |

and as shown on a Property Listing, which is attached hereto as **Addendum “1”**, the Property Map, dated June 26, 2019, which is attached hereto as **Addendum “2”** and the City’s requirements, which is attached hereto as **Addendum “3”**, and made a part hereof by reference.

WHEREAS, the Mayor and City Council of the City of Goose Creek, South Carolina, have determined that which is owned by the City of Goose Creek, is surplus and not needed for City operations or other municipal considerations, and

WHEREAS, the Mayor and City Council of the City of Goose Creek, South Carolina, have determined that the offer is fair and equitable, and will serve the best interests of the City of Goose Creek, and that the sixteen (16) properties, have little or no value, except to a developer and/or an adjacent property owner, and

NOW, THEREFORE BE IT ORDAINED and ordered by the Mayor and City Council of the City of Goose Creek, South Carolina, in Council duly assembled, that said property owned by the City of Goose Creek is hereby sold to WWWR2020, LLC, dba Hunter Quinn Homes, for Eighty Thousand and No/100ths (\$80,000.00) Dollars. The City Administrator is hereby directed to do all things necessary to convey said property to the respective party by General Warranty Deed at the earliest possible date.

All ordinances in conflict with this ordinance are hereby repealed.

This ordinance shall be effective on the date of final reading.

INTRODUCED the 11 day of August 2020.

DONE the _____ day of September 2020.

Mayor Gregory S. Habib

Attest: _____
Kelly J. Lovette, MMC, City Clerk

Mayor Pro Tem Kevin M. Condon

Councilmember Debra Green-Fletcher

Councilmember Corey McClary

Councilmember Jerry Tekac

Councilmember Gayla S.L. McSwain

Councilmember Christopher Harmon



AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (GENERAL USE AND LOTS/ACREAGE)



1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), WHWR2020, LLC

Seller(s), The City of Goose Creek

("Buyer"), and

("Seller").

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller,
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to initially cause this primary Contract to be binding on all Parties.
(E) "Business Day" - a 24 hour period (Monday/Tuesday/Wednesday/Thursday/Friday) beginning at 10 AM and counted from 10 AM of the first Business Day following the appropriate date (Effective Date, Closing Date, stated date, Notice Delivery date). Business Days shall not begin, end, or include any Saturday, Sunday, or Federal legal holiday.
(F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(G) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.

[X] BUYER [] SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

2. PURCHASE PRICE: \$ 80,000.00

Eighty Thousand

Payable by transfer of Good Funds via [] Finance or [] a combination of Finance and Cash USD or [X] Cash USD. Verification of Cash available for Closing is [] attached [X] not attached [] to be Delivered before . This Contract [] is [X] is not contingent upon the sale and closing of Buyer's real property and SCR504 [] is [X] is not attached.

3. PROPERTY: Hereby acknowledging sufficient good Contract consideration (e.g. mutual promises herein), Seller will sell and convey and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain in operable condition the Property and any personal property conveying, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal operable wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, lease issues and financed equipment prior to signing Contract. Leasing issues and items and financed equipment see Adjustments (e.g. tenants, leases, future vacation renters, SC vacation rental act reservations, rents, deposits, documents, solar panels, fuel tanks with fuel, alarm systems, satellite equipment, roll carts).

Address See Addendum #1 Unit #
City Goose Creek State of South Carolina
Zip 29445 County of Berkeley
Lot Block Section/Phase Subdivision Boulder Bluff Section III
Other Tax Map See Addendum #1

Parties agree that no personal property will transfer as part of this sale, except described below and/or [] in attachment(s): n/a - Vacant Land

4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before effective date + 60 days ("Closing Date") with an automatic extension of 15 business days for an unsatisfied contingency through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in name(s): WHWR2020, LLC or it's assignee.

[Signature] BUYER [] BUYER [] SELLER [] SELLER HAVE READ THIS PAGE

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Parties agree to hire/use licensed Attorney(s). Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

5. **EARNEST MONEY:** Total \$ 5000⁰⁰ (USD) Earnest Money is paid as follows: \$ 0 accompanies this offer and \$ 5000⁰⁰ will be paid within 5 Business Days after Effective Date and Earnest Money is in the form of check cash other (e.g. wire) _____ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Weeks & Irvine, LLC as Escrow Agent to deposit and hold and disburse earnest money according to the terms of any separate escrow agreement, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT (e.g. SCR518, SCR517, mediation agreement) OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR RELATED TO EARNEST MONEY, PARTY RECEIVING THE LEAST AMOUNT OF EARNEST MONEY IN THE COURT'S DISBURSEMENT ORDER AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT \$ n/a SHALL BE PAID TO THE ESCROW AGENT BY THE PARTIES AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION PROCEEDINGS ON EARNEST MONEY.

6. **TRANSACTION COSTS:** Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (mortgage insurance, title insurance lender/owner, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment), interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes pro-rated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

At Closing, Seller will pay Buyer's transaction costs not to exceed \$ n/a OR n/a % of purchase price, whichever is higher, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

Private/public transfer fees and any costs similar to transfer fees (ex. capital contributions, conservancy fees, estoppel fees, or otherwise named but similar fees paid to the owners association) are the Seller's or Buyer's transaction costs.

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs

7. **FINANCE:** Buyer's obligation under this Contract is is not contingent upon obtaining financing of a 30 year or 15 year or other _____ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts of minimum n/a % and maximum n/a % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize Buyer's Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing within n/a Business Days from the Effective Date and shall Deliver Notice to Seller of reasonable pre-final loan approval (e.g. pre-approval letter, initial approval letter) that contains no unreasonable credit, income, or asset conditions within n/a Business Days from the Effective Date (no repairs required prior to this Notice). Final loan approval occurs when Lender

[NT] BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

funds loan(s). If a Lender subsequently declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice.

Lender (may change): _____ n/a FHA VA Conventional Seller
 Other Cash

An FHA VA Financing Addendum is is not attached. Additional financing terms are are not attached.

8. INSPECTION/REINSPECTION RIGHTS: Buyer and SC licensed and insured inspectors ("Inspectors") reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed:

Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the Inspections
Other _____ see attached.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

9. APPRAISED VALUE:

This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Business Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller.

This Contract is not contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

10. SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands/beachfront determined, and appropriate insurance (e.g. flood, flood contents, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing, availability, coverage, and requirements of insurance (e.g. flood, flood contents, hazard, liability) for the property prior to signing Contract.

11. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

12. DUE DILIGENCE:

The DUE DILIGENCE PERIOD ends no later than 30 Business Days after Contract's original Primary Effective Date unless the Parties agree in writing to extend the Due Diligence Period.

During the Due Diligence Period, Buyer may take timely/prudent steps to help Buyer/Inspectors, Seller/Estimators, and REALTORS® all have adequate time for: Buyer to coordinate Inspections and Contract Renegotiations, Seller to obtain estimates, Buyer and Seller to negotiate Contract terms, and Buyer to potentially timely/proper Due Diligence terminate or buy.

 BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

During the Due Diligence Period, Seller agrees Buyer may rely on the following list of five items in accordance with Contract and laws. Buyer is solely responsible for Inspections. Buyer is not required to Inspect. Until Buyer timely/properly terminates the Contract or the Parties agree on an amended Contract, the Buyer can rely on #1, #2, #3, #4, and #5. TIME IS OF THE ESSENCE. Delivering a Repair Request does not extend the Due Diligence Period.

- (1) Conduct/obtain Inspections [e.g. on site conditions, off site conditions]
- (2) Deliver Repairs Requests Notice to Seller [e.g. SCR525 with all repair requests, all/portions of reports]
- (3) Proceed under amended Contract [e.g. SCR330 and SCR525, SCR390, SCR391]
- (4) Proceed under As Is Contract [e.g. Buyer desires to buy anyway, Buyer wants Property without Repair]
- (5) Terminate Contract by timely/properly Delivering "Notice of Termination" and "Termination Fee" to Seller within the Due Diligence Period, any remaining Earnest Money shall be returned to the Buyer.

TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller both Notice of Termination and a Termination Fee of \$ n/a USD Good Funds. **DURING THE DUE DILIGENCE PERIOD, SHOULD BUYER FAIL TO OBTAIN A NEW/AMENDED CONTRACT WITH THE SELLER OR BUYER FAIL TO TIMELY/PROPERLY DUE DILIGENCE TERMINATE THE CONTRACT DURING THE DUE DILIGENCE PERIOD:** The Buyer agrees to buy and Seller agrees to sell the Property **AS IS**. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear otherwise without repair or replacement and sells the Property for the Purchase price unless otherwise agreed upon in writing by the Parties in this Contract.

13. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Parties will have the right for 5 Business Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

14. BUILDING PERMIT: This Contract is is not contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate authorities to build on the Property. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Building Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property. If Seller receives the Delivered Notice of Termination during the Building Permit Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property to Seller during the Building Permit Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

15. REZONING: This Contract is is not contingent upon the Property being rezoned to _____ by full approval (without any appeal during the appeal period) by the appropriate authorities. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Rezoning Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire rezoning from the appropriate authorities to build on the Property. If Seller receives the Delivered Notice of Termination during the Rezoning Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire rezoning from the appropriate authorities during the Rezoning Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. The Buyer or Seller shall be responsible for pursuing rezoning and paying all associated costs. All rezoning applications shall be submitted to the Seller for Seller's approval prior to filing. Seller shall not unreasonably or untimely withhold approval. All Parties agree to cooperate, sign the necessary documentation, and make efforts to support the rezoning application.

16. WELL, SEPTIC, WATER LINE, SEWER AVAILABILITY: This Contract is is not contingent upon Buyer's ability to obtain from the South Carolina Department of Health and Environmental Control or other appropriate authorities all required permits for a well and septic system suitable for the Buyer's intended structure in the event a well or septic system is needed on the Property. No later than 60 Business Days after the original Effective Date unless the Parties agree in writing to extend this Well and Septic Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a conventional well and conventional septic system on the Property. If Seller receives the Delivered Notice of Termination

 BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

during the Well and Septic Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a well and septic system on the Property to Seller during the Well and Septic Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. If the Property is connected or capable of being connected to a water and or sewer line maintained by a private or public utility for a customary tap fee not to exceed \$ _____, the Buyer agrees to waive any applicable portion of the Well and Septic Contingency. Seller represents the Property is connected to water system: county city private corporate community well other _____. Seller represents the Property is connected to water disposal system: septic sewer private corporate government other _____.

17. CONDITION OF PROPERTY: Seller shall not remove any timber, vegetation, dirt, minerals, or otherwise affect the condition of the property from the Effective Date through Closing. All timber, vegetation, dirt, minerals, or similar shall remain as part of the Property and be conveyed to the Buyer at Closing. The Seller shall not bring any trash, refuse, debris, dirt, fill, medical wastes, hazardous wastes, or other materials onto the Property. Seller shall Deliver Notice of any legal action or condemnation action to the Buyer as soon as possible. If Seller Delivers such Notice, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination. If Seller receives this Delivered Notice of Termination at any time, remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver this Notice of Termination, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

18. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy (e.g. delivering a corrected CDS to the Buyer or making reasonable repairs prior to Closing). Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers are not responsible nor liable for any information in the CDS and the Brokers have met requirements of SC Code 27-50-70. CDS is not a substitute for the Buyers and Inspectors inspecting the Property, Property issues, and off site conditions for all needs.

Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13). Buyers have sole responsibility to inspect Property Issues for all their needs.

19. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms (e.g. SCR315) and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect your Family From Lead in Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property issues per their needs.

20. SEX OFFENDER/CRIMINAL INFORMATION: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Buyer may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

21. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. It is understood that Broker may may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

22. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of the South Carolina laws [e.g. 12-8-580 (as amended)] regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

23. ROLLBACK TAXES (IF ANY): The Parties agree that the Seller or Buyer shall pay any rollback taxes when rollback taxes are determined and billed.



BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

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24. SPECIAL STUDIES AREA, WETLANDS, AND ENVIRONMENTAL MATTERS: All reports and certifications required by the Lender, Buyer, or any government concerning any special study area, wetlands, or environmental issues shall be ordered by _____ **Buyer** _____ and paid for by _____ **Buyer** _____.

All of these reports or certifications shall be completed no later than 60 Business Days after the original Effective Date, unless the Parties agree in writing or extend this period ("Environmental Period"). In the event repairs are necessary to address environmental concerns (Repair Requests); the Seller shall be Delivered Notice in writing of the specific defects or deficiencies no later than 2 Business Days after the Environmental Period. If the Buyer fails to notify the Seller within this timeframe, Buyer shall have waived any and all rights under terms of this section. If Lender's commitment requires any additional inspections or certifications, these are to be provided by the Buyer.

Upon Delivered Notice of the Repair Requests, Seller has five Business Days to address the Buyer's Repair Requests. The costs of all repairs to address environmental concerns to be paid by Seller. If the Seller fails to agree to make these repairs within this timeframe, the Buyer shall have 2 Business Days to choose any of the following options (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs or (3) terminate this Contract and receive their Earnest Money. The repairs to any other items are the sole responsibility of the Buyer. The obligations of the Seller for repairs terminate upon Closing. If the Seller agrees to make the repairs, the Parties agree to proceed under Contract.

25. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

26. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available and Buyer takes timely reasonable steps to minimize taxes. This section survives Closing. Buyer is solely responsible for timely and reasonably minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel. Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer.

27. DEFAULT/BREACH OF CONTRACT:

- (A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
 - (i) Deliver Notice of Default to Seller and terminate Contract and
 - (ii) Pursue any remedies available to Buyer at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller found in default/breach of Contract.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
 - (i) Deliver Notice of Default to Buyer and terminate Contract and
 - (ii) Pursue any remedies available to Seller at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer found in default/breach of Contract.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

28. MEDIATION: To potentially avoid expensive/lengthy/uncertain litigation, Parties may voluntarily/cooperatively decide which mediator to hire, how to pay the mediator, where to meet for mediation talks, and their own settlement agreement. Mediators do not decide settlement outcomes (Parties decide). Mediators merely facilitate the Parties reaching their own settlement and documenting settlement. Parties agree to attempt mediation for any dispute, claim, breach, representations made by any Party/Broker/other (e.g. concealment, misrepresentation, negligence, fraud) or service issues related to this Contract by using the National Association of REALTORS® Mediation Dispute Resolution System (803-772-5206 or www.NAR.REALTOR/policy/mediation or www.screaltors.org/mediation). Parties agree that the duty to attempt mediation survives closing and any signed mediation settlement agreement is binding. Parties agree some matters may proceed without mediation (e.g. foreclosure, action to enforce a mortgage or deed of trust or "rent to own" agreement, unlawful detainer action, file/enforce mechanic's lien, probate issues, interpleader action on earnest money). Parties agree some matters are not a waiver of mediation nor a breach of duty to attempt mediation (e.g. filing judicial action enabling recording notice of pending action, order for attachment/receivership/injunction or other provisional remedies).

[] BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

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29. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

30. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (7) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

31. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a South Carolina law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid by in accordance with laws and REALTOR® ethics. NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

32. BROKER LIABILITY LIMITATION: Parties agree Brokers provided Parties with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Brokers, Parties each agree that they shall pay Brokers' attorneys fees and that Brokers, shall not be liable to either Party or both, either jointly, severally or individually, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omissions, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against either Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of either Broker shall not exceed the amount set forth herein. Parties will indemnify and hold harmless and pay attorneys fees for Brokers from breach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Brokers. Parties each agree that there is valid and sufficient consideration for this limitation of liability and that Brokers are the intended third-party beneficiaries of this provision.

33. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. Parties shall initial and date Contract changes. If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, they are further identified or described here (e.g. SCR 390, 391, 311, 503, 504, 315, 320, 393, 370, 375, 513, 610): Addendum #1 - Property Listing;
Addendum #2 - Property Map; Addendum #3 - City Requirements

 [] BUYER [] BUYER [] SELLER [] SELLER HAVE READ THIS PAGE

34. NOTICE AND DELIVERY: Notice is any unilateral communication (offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

35. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL. Due to potential criminal activity, parties are solely responsible to verify all wiring instructions with law firm/bank and understand that audio/visual surveillance may occur. Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the SC Disclosure of Real Estate Brokerage Relationships form, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

36. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 5:00 AM PM on September 30, 2020 unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline: _____

~~IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief. If signer is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are attached or to be Delivered within _____ Business Days. Parties shall initial and date all page and changes in this Contract.~~

BUYER: _____ Date: 7/22/20 Time: 9am
BUYER: WHWR2020, LLC Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: WHERRING@HUNTERQUINN.HOMES.COM

SELLER: _____ Date: _____ Time: _____
The City of Goose Creek
SELLER: _____ Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: See Seller's Agent Contact Info

REALTOR® is the registered collective membership mark which may be used only by those real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its strict professional Code of Ethics. The South Carolina Association of REALTORS® (SCR) owns copyright to the content of this form and expressly prohibits the display, distribution, duplication, transmission, alteration, or reproduction of any part of SCR copyright content as well as the use of the name "South Carolina Association of REALTORS®" in connection with any written or electronic format without the prior written consent of SCR. SCR makes no representation as to the legal adequacy of this form or the information added for a specific transaction and recommends that Parties consult a SC attorney prior to signing to ensure the completed form meets your legal need.

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TRANSACTIONAL INFORMATION ONLY (Attach SCR390 if space needed for contractual agreement terms):

ESCROW AGENT ACKNOWLEDGEMENT SIGNATURE: _____

ESCROW AGENT NAME (BROKER IN CHARGE/OTHER): Weeks & Irvine, LLC

DESCRIBE ESCROW AGENCY (BROKERAGE/LAW FIRM/OTHER): Law Firm

ESCROW AGENT CONTACT INFO: 567 Crowfield Blvd. Goose Creek

SC 29445 (843)553-9100 hhazel@weekslawfirm.net

LICENSEE: _____ SC LICENSE # _____ EXPIRES _____

BROKER IN CHARGE: _____ SC LICENSE # _____ EXPIRES _____

BROKERAGE COMPANY NAME: _____

INVOLVED AS: BUYER AGENT SELLER SUBAGENT DUAL AGENT BUYER DESIGNATED AGENT*
 CUSTOMER FACILITATOR TRANSACTION BROKERAGE _____

MEMBERS OF _____ ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: _____

NOTICE EMAIL/FAX: _____

MOBILE PHONE: _____ OFFICE PHONE: _____

OTHER: _____

LICENSEE: Lawrence Richard SC LICENSE # 82790 EXPIRES 09/30/2020

BROKER IN CHARGE: Dean Wilson SC LICENSE # 38246 EXPIRES 09/30/2020

BROKERAGE COMPANY NAME: Carolina One Real Estate

INVOLVED AS: SELLER AGENT SELLER SUBAGENT DUAL AGENT SELLER DESIGNATED AGENT*
 CUSTOMER FACILITATOR TRANSACTION BROKERAGE _____

MEMBERS OF Charleston Trident ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: 567 Crowfield Blvd., Goose Creek, SC 29445

NOTICE EMAIL/FAX: LRichard@carolinaone.com / 843-746-4690

MOBILE PHONE: (843)270-0127 OFFICE PHONE: (843)797-7799

OTHER: _____

***DESIGNATED AGENCY - THE BROKER-IN-CHARGE AND ALL ASSOCIATED LICENSEES, EXCEPT THE DESIGNATED AGENTS, ARE DUAL AGENTS. NO AGENT IS NO CLIENT SERVICE, YES CUSTOMER SERVICE.**

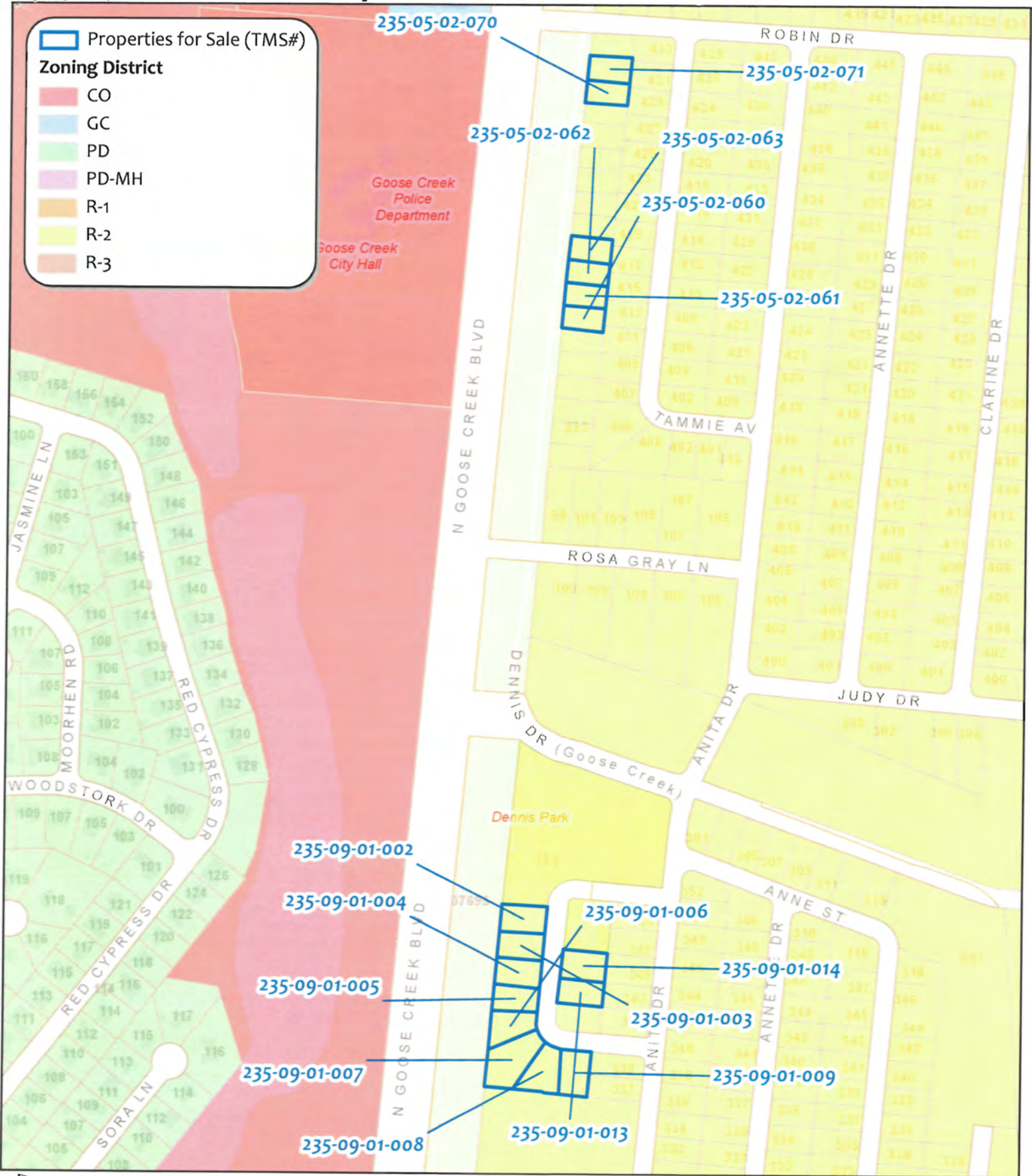
WJ BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

Addendum #1

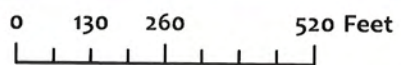
Lot	Block	Street Number	Street Name	TMS Number
3	N	TBD	Lila Circle	235-09-01-014
4	N	TBD	Lila Circle	235-09-01-013
19	A	TBD	Lila Circle	235-09-01-009
20	A	TBD	Lila Circle	235-09-01-008
21	A	TBD	Lila Circle	235-09-01-007
22	A	TBD	Lila Circle	235-09-01-006
23	A	TBD	Lila Circle	235-09-01-005
24	A	TBD	Lila Circle	235-09-01-004
25	A	TBD	Lila Circle	235-09-01-003
26	A	TBD	Lila Circle	235-09-01-002
21	T	TBD	Dennis Drive	235-05-02-070
22	T	TBD	Dennis Drive	235-05-02-071
29	T	TBD	Dennis Drive	235-05-02-063
30	T	TBD	Dennis Drive	235-05-02-062
31	T	TBD	Dennis Drive	235-05-02-061
32	T	TBD	Dennis Drive	235-05-02-060

row 4

City of Goose Creek Properties For Sale



City of Goose Creek GIS Department
200 Button Hall Ave.
Goose Creek, SC 29445
(843) 824-2200
<https://gis.cityofgoosecreek.com>



Scale: 1:4,000

as of June 26, 2019

THE CITY OF GOOSE CREEK AND ITS GIS DEPARTMENT
DISCLAIMS ACCOUNTABILITY FOR THIS PRODUCT AND
MAKES NO GUARANTEE OF ITS ACCURACY. PRODUCT IS
FOR PLANNING/INFORMATIONAL PURPOSES ONLY, AND
SHOULD ALWAYS BE VALIDATED WITH THE CITY BEFORE
TAKING OFFICIAL ACTIONS.

Addendum #3:

The buyer agrees the lots will be conveyed subject to a deed restriction or other legally enforceable restriction requiring 1) construction to be completed within two years of closing and 2) requiring that construction be consistent with certain design standards, specifically identifying a range of certain designs that are acceptable to the City to be proposed by the buyer.

The deed restriction shall further provide that if construction is not completed within two years of closing, then the City shall have the option to request in writing completion within 6 months and if construction is not completed within that time, the City shall have the right, but not the obligation, to repurchase any or all lots where homes have not been completed with the repurchase price to be based on a pro-rata share of the total purchase price of this contract plus any construction costs documented to have been incurred for construction of any partially completed structure any lot being repurchased by the City.

Buyer WHWR2020, LLC Date

Seller City of Goose Creek Date

AN ORDINANCE

AN ORDINANCE TO AMEND CHAPTER 31: CITY COUNCIL OF THE CITY OF GOOSE CREEK, SOUTH CAROLINA CODE OF ORDINANCES BY REVISING AND MAKING A CHANGE TO THE MEETING TIME IN SECTION 31.060 MEETINGS AND PROCEDURE; PLACE, DAY AND TIME OF REGULAR MEETINGS; MEETINGS OPEN

WHEREAS, the City of Goose Creek, through its elected Mayor and City Council wish to make a change to ***§31.060 Place, day and time of regular meeting; meetings open***, by amending the current meeting time of the regular monthly City Council Meeting from 7:00 p.m. to 6:00 p.m.

NOW, THEREFORE, BE IT ORDAINED and ordered by the Mayor and City Council of the City of Goose Creek, South Carolina, in Council duly assembled, that the Code of Ordinances of the City of Goose Creek, South Carolina, shall be and are hereby amended with the first regularly scheduled City Council Meeting that will take place at 6:00 p.m. be held on Tuesday, September 8, 2020.

All ordinances and provisions in conflict herewith are hereby repealed, and if any sentence, clause, phrase, or word contained herein shall be held invalid, such invalidity shall not affect the validity of the remainder of this ordinance.

This ordinance shall be effective on the date of final reading.

INTRODUCED the 11th day of August 2020.

DONE the 25th day of August 2020.

Mayor Gregory S. Habib

Attest: _____
Kelly J. Lovette, MMC, City Clerk

Mayor Pro Tem Kevin M. Condon

Councilmember Debra Green-Fletcher

Councilmember Corey McClary

Councilmember Jerry Tekac

Councilmember Gayla S.L. McSwain

Councilmember Christopher Harmon

AN ORDINANCE

AN ORDINANCE, PURSUANT TO THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TITLE 5 – MUNICIPAL CORPORATIONS, CHAPTER 7 GENERAL STRUCTURE, ORGANIZATION, POWERS, DUTIES, FUNCTIONS AND RESPONSIBILITY OF ALL MUNICIPALITIES, SECTION 5-7-170 SALARIES AND EXPENSES OF MAYOR AND COUNCILMEN DETERMINED BY COUNCIL THROUGH ORDINANCE, TO INCREASE THE SALARY OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GOOSE CREEK, A SOUTH CAROLINA MUNICIPAL CORPORATION

WHEREAS, the last increase in salary for the position of Mayor was in March 2008, wherein it went from fourteen thousand dollars (\$14,000) to thirty thousand dollars (\$30,000);

WHEREAS, the City Council of the City of Goose Creek, South Carolina, has determined that the annual salary of the Mayor of the City of Goose Creek, South Carolina, should be increased from thirty thousand dollars (\$30,000) to thirty-six thousand dollars (\$36,000);

WHEREAS, the last increase in salary for the position of City Council member was in June 1998, wherein it went from three thousand six hundred dollars (\$3,600.00) to seven thousand two hundred dollars (\$7,200.00).

WHEREAS, the City Council of the City of Goose Creek, South Carolina, has determined that the annual salary of City Council of the City of Goose Creek, South Carolina, should be increased from seven thousand two hundred dollars (\$7,200.00) to twelve thousand dollars (\$12,000.00);

NOW, THEREFORE, BE IT ORDAINED and ordered by the Mayor and City Council of the City of Goose Creek, South Carolina, in Council duly assembled, that the annual salary of the Mayor is hereby increased from thirty thousand dollars (\$30,000.00) to thirty-six thousand dollars (\$36,000.00); and, the annual salary of the City Council is hereby increased from seven thousand two hundred dollars (\$7,200.00) to twelve thousand dollars (\$12,000.00). This ordinance shall become effective upon the commencement date of the terms of two (2) or more Councilmembers elected at the next general election following this ordinance pursuant to Section 5-7-170 of the Code of Laws of South Carolina 1976, as amended.

INTRODUCED the 11 day of August 2020.

DONE the _____ day of September 2020.

Mayor Gregory S. Habib

Attest: _____
Kelly J. Lovette, MMC, City Clerk

Mayor Pro Tem Kevin M. Condon

Councilmember Debra Green-Fletcher

Councilmember Corey McClary

Councilmember Jerry Tekac

Councilmember Gayla S.L. McSwain

Councilmember Christopher Harmon

AN ORDINANCE

AN EMERGENCY ORDINANCE EXTENDING ORDINANCE 20-009 AND TO REAUTHORIZE AND EXTEND THE AUTHORIZATION FOR ELECTRONIC MEETINGS OF CITY BOARDS AND COMMISSIONS; AND OTHER MATTERS RELATED TO COVID-19

WHEREAS, SARS-CoV-2 (the Coronavirus) the virus that causes the disease COVID-19 is responsible for an outbreak that began in Wuhan, China, and continues to be a serious public health concern; and,

WHEREAS, on March 13, 2020, Governor Henry McMaster issued Executive Order No. 2020-08 related to 2019 Novel Corona virus ("COVID-19") and declared that a State of Emergency exists in South Carolina and has subsequently declared a continued State of Emergency in Executive Orders 2020-15 (March 28), 2020-23 (April 12), 2020-29 (April 27), 2020-35 (May 12), 2020-38 (May 27), 2020-40 (June 11); 2020-42 (June 26); 2020-44 (July 11); 2020-48 (July 26); and 2020-50 (August 2); and

WHEREAS, on March 15, 2020, the Centers for Disease Control and Prevention issued guidance recommending the suspension of large events and mass gatherings that consist of 50 people or more in order to slow the spread of COVID-19; and

WHEREAS, COVID-19 continues to aggressively spread and City Council finds that it is still in the public interest to protect public health and the general welfare of the public to extend the temporary suspension of normal operating procedures of City Council and City Boards and Commissions meetings; and

WHEREAS, on March 30, 2020, the City Council of the City of Goose Creek (the "**City Council**"), as the governing body of the City of Goose Creek, South Carolina (the "**City**") enacted Emergency Ordinance No. 20-009 (the "**Prior Emergency Ordinance**") to temporarily authorize electronic meetings and to suspend other local procedural rules as set forth in Ordinance No.: 20-009 (March 30, 2020); and, Resolution No. 20-05 (March 21, 2020); and

WHEREAS, while it is imperative for local government to continue to operate during States of Emergency, it is equally imperative for local governments to take steps to minimize the need for gatherings in order to protect public health and safety and the health and safety of local government officials and staff; and

WHEREAS, the South Carolina Freedom of Information Act, , which is codified at Title 30, Chapter 4 of the Code of Laws of South Carolina 1976, as amended, (the "Act") defines a "Meeting" as "the convening of a quorum of the constituent membership of a public body, whether corporal or by means of electronic equipment, to discuss or act upon a matter over which the public body has supervision, control, jurisdiction or advisory power" (emphasis added); and

WHEREAS, due to the State of Emergency related to COVID-19, it is advisable to make provisions for the holding of electronic public meetings, while ensuring any electronic meeting fully complies with the open meeting requirements of the Act; and

WHEREAS, the Act further permits that emergency meetings of public bodies may be held without having provided twenty-four hours' notice of such meeting; and

WHEREAS, South Carolina law provides that cities and counties may enact emergency ordinances to meet public emergencies affecting life, health, safety or the property of the people upon a single reading, provided that such ordinance does not levy taxes, grant, renew or extend a franchise or impose or change a service rate, upon the affirmative vote of at least two-thirds of the city or county council present, and provided that such emergency ordinance shall expire automatically on the sixty-first day following its enactment; and

WHEREAS, it is hereby determined that a public emergency affecting life, health, and safety does exist, and therefore, it is appropriate and necessary to adopt this Emergency Ordinance.

WHEREAS, the City of Goose Creek is working with other government agencies in an effort to prevent the spread of the disease; and,

NOW THEREFORE, be it hereby resolved in this emergency meeting of the City Council of the City of Goose Creek (the "Governing Body"), as follows:

Section 1. Standards for Electronic Meetings. The Governing Body is hereby authorized to conduct public meetings exclusively in electronic form, provided the medium for such meeting, whether telephonic, broadcast video, computer-based, or other electronic media, or „_any combination of these, and the conduct of the electronic meeting, allows for the following standards and practices to be met:

(a) At the beginning of any electronic meeting, the presiding officer shall poll the members of the Governing Body to confirm attendance, and any member of the Governing Body attending by way of electronic media shall be considered present for the purposes of constituting a quorum.

(b) Throughout the duration of the electronic meeting, all members of the Governing Body, as well as any officials or staff required to speak at such meeting, must have the capability to be heard at all times by any other member of the governing body and by the general public.

(c) Any vote of the Governing Body must be conducted by individual voice vote of the members of the Governing Body, who shall verbally indicate their vote on any matter by stating "yay" or "nay." All individual votes shall be recorded by the clerk, secretary, or presiding officers, as appropriate.

(d) Meetings shall be recorded, or minutes kept in the same manner as an in-person meeting as required by the Act.

(e) All members of the governing body, officials, staff, and presenters should identify themselves and be recognized prior to speaking. Members of the Governing Body shall strictly comply with the rules of the Governing Body as they relate to procedural matters in order to preserve order and allow for the effectiveness of electronic meetings.

(t) Electronic executive sessions shall be permitted in accordance with the provisions of the Act and the Governing Body shall properly announce its reason for going into any executive session in conformance with Section 30-4-70 of the Act. Upon the entry into any electronic executive session, meeting minutes need not be kept and the electronic meeting utilized for such executive session may be held by (i) a separate telephonic, broadcast video, computer-based, or other electronic media, or any combination of these wherein the public shall not be permitted to participate, or (ii) on the initial telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, with the implementation of necessary participation or listening restrictions, provided that in either instance all members of the Governing Body must have the capability to be heard at all times.

(g) With respect to any electronic meeting, any public comment periods provided for by local ordinance, resolution, policy, or bylaws are hereby suspended. Members of the public may submit written public comments which shall be distributed to the members of the Governing Body.

Section 2. Suspension of Local Provisions. During the period of effectiveness of this Ordinance, any ordinance, resolution, policy, or bylaw of the Governing Body that conflicts with the provisions hereof is suspended and shall be superseded hereby.

Section 3. Effective Date; Expiration. The provisions hereof shall be effective upon a single hearing and two-thirds vote of the Governing Body and shall expire on the sixty-first day following the effective date hereof.

DONE AS AN EMERGENCY ORDINANCE AT A REGULAR MEETING and approved at a meeting duly assembled by no less than an affirmative vote of two-thirds of the members of the Governing Body present, this ___ day of August 2020.

All ordinances in conflict with this ordinance are hereby repealed.
This ordinance shall become effective immediately.

INTRODUCTION AND FINAL READING the 11th day of August 2020.

Mayor Gregory S. Habib

Attest: _____
Kelly J. Lovette, MMC, City Clerk

Mayor Pro Tem Kevin M. Condon

Councilmember Debra Green-Fletcher

Councilmember Corey McClary

Councilmember Jerry Tekac

Councilmember Gayla S.L. McSwain

Councilmember Christopher Harmon



Request for City Council Agenda Item

To: City Administrator, Mayor and City Council

From: Natalie Zeigler

Please check one box

Regular Meeting

Special Meeting

Work Session

Proclamation

Please check one box, if applicable

Ordinance

Resolution

Ordinance/Resolution Title

A Resolution Authorizing the Execution and Delivery of a First Amendment to the Indemnity Agreement

Background Summary

Agreement between City and Century Aluminum to cover related to the establishment of an electric utility. The original cap was \$500,000. This moves the cap to \$1,250,000.

Financial Impact

Impact if denied

Impact if approved

Continue efforts to establish an electric utility.

Department Head:

Signature & Date

City Administrator:

Natalie
Zeigler

Signature & Date

Digitally signed by Natalie
Zeigler
Date: 2020.08.06
09:02:42 -04'00'

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO THE INDEMNITY AGREEMENT; AND OTHER MATTERS RELATING THERETO.

BE IT RESOLVED by the City Council of the City of Goose Creek (the “*Council*”), the governing body of the City of Goose Creek, South Carolina (the “*City*”), in a meeting duly assembled:

Section 1. Findings of Fact

The Council has made the following findings of fact:

A. The City is a municipal body corporate and politic of the State of South and is authorized pursuant to Chapter 3 of Title 5 of the Code of Laws of South Carolina 1976, as amended, to annex property into the City’s municipal boundaries.

B. The City and Century Aluminum of South Carolina, Inc. (the “*Company*”) previously entered into an Indemnity Agreement dated February 11, 2020 (the “*Indemnity Agreement*”).

C. The City and the Company have amend and restate certain provisions of the Indemnity Agreement (the “*First Amendment*”).

D. On the basis of the foregoing, the Council hereby finds and determines that the First Amendment, and the modifications to the MOU implemented thereunder, shall be authorized and approved.

Section 2. Approval of the Contract and Other Necessary Documents

A. The Council has reviewed the First Amendment and authorizes the City Administrator and the City’s legal counsel to finalize negotiations of the First Amendment.

B. The First Amendment shall be executed and delivered on behalf of the City by the City Administrator, including any Interim City Administrator. Upon such execution, the Council shall be timely informed of the execution of the First Amendment and informed as to any material deviation of terms in the current draft. The consummation of the transactions and undertakings described in the First Amendment, and such additional transactions and undertakings as may be determined by the City Administrator in consultation with the Council to be necessary or advisable in connection therewith are hereby approved.

C. In connection with the execution and delivery of the First Amendment, the City Administrator is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as he/she shall deem necessary or advisable.

D. Any actions previously undertaken by the City Administrator, Council or City staff

in connection with the execution and delivery of the Agreements prior to the enactment of this Resolution are ratified and confirmed.

Section 3. Effect

This Resolution shall be adopted upon due approval by the Council.

Section 4. Severability

If any one or more of the provisions this Resolution should be contrary to law, then such provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of the other provisions of this Resolution.

Section 5. Repealer

Nothing in this Resolution shall be construed to affect any suit or proceeding pending in any court, or any rights acquired or liability incurred, or any cause of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Resolution.

Section 6. Inconsistency

All ordinances, resolutions or parts of any ordinances or resolutions inconsistent or in conflict with the provisions of this Resolution are hereby repealed to the extent of the conflict or inconsistency.

DONE AND ADOPTED IN COUNCIL ASSEMBLED, this 11th day of August, 2020.

CITY OF GOOSE CREEK,
SOUTH CAROLINA

(SEAL)

Mayor

Attest:

City Clerk

FIRST AMENDMENT TO AGREEMENT

This First Amendment to the Indemnity Agreement (this “**First Amendment**”), is made and entered into this 12th day of August, 2020 (the “**Effective Date**”), by and between the Century Aluminum of South Carolina, Inc., a Delaware corporation (the “**Company**” or “**Mt. Holly**”), and the City of Goose Creek, South Carolina a public body and corporate of the State of South Carolina (the “**City**” and together with the Company, the “**Parties**”).

WHEREAS, heretofore, the Parties executed and delivered an Indemnity Agreement dated February 11, 2020 (the “**Indemnity Agreement**”) regarding the City’s electric-utility project (the “**Project**”).

NOW, THEREFORE, for and in consideration of the Parties mutual desire to continue the Project and the other mutual promises, covenants, representations and agreements contained herein and in the Indemnity Agreement, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree to amend the Indemnity Agreement as follows:

SECTION 1. AMENDMENT TO THE INDEMNITY AGREEMENT. Section 3(a) of the Indemnity Agreement is hereby amended and restated in its entirety, as follows:

3. Covenant to Pay All Costs.

(a) Except as provided herein, the Company shall be solely responsible for all payments, invoices, costs, expenses, fees and other charges reasonably incurred by the City in connection with the Remaining Project (the “**City Project Costs**”), including, but not limited to, the reasonable fees and charges of all of the Advisors associated with the Remaining Project and all City Project Costs reasonably incurred or accrued to the date of this Agreement and all other amounts required to be paid by the Company pursuant to this Agreement up to a total amount of \$1,250,000 (the “**Cap**”). The Cap shall be considered in addition to any and all other costs, charges, expenses and reimbursements paid or payable by the Company under the Original Agreement. If additional City Project Costs are deemed by the City to be reasonably required, the City and the Company may agree in writing to increase the Cap. The City, at the written request of the Company, shall supply a budget to the Company for all City Project Costs; such budget or budgets may be updated or revised as needed and based on the circumstances affecting the Remaining Project. Failure to timely supply the budget shall not constitute grounds for withholding legitimate City Project Costs incurred by the City or its Advisors.

SECTION 2. NO OTHER CHANGES. All other terms and conditions of the Indemnity Agreement remain unchanged and in full force and effect.

SECTION 3. COUNTERPARTS. This First Amendment may be executed in several counterparts, all or any of which shall be regarded for all purposes as duplicate originals and shall constitute and be but one and the same instrument.

IN WITNESS WHEREOF, this First Amendment has been executed by undersigned authorized representatives of both the Company and the City and is effective as of the Effective Date.

AGREED AND ACCEPTED:

Century Aluminum of South Carolina, Inc.

By: _____

Its: _____

City of Goose Creek, South Carolina

By: _____

Its: _____

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AGREED AND ACCEPTED:

Century Aluminum of South Carolina, Inc.

By: _____

Its: _____

City of Goose Creek, South Carolina

By: _____

Its: _____



Request for City Council Agenda Item

To: City Administrator, Mayor and City Council

From: Natalie Zeigler

Please check one box

Regular Meeting

Special Meeting

Work Session

Proclamation

Please check one box, if applicable

Ordinance

Resolution

Ordinance/Resolution Title

To Approve the Use of City of Goose Creek Funding for the Boulder Bluff Safety Project.

Background Summary

The project costs have escalated according to the SCDOT estimates and now total \$1,051,245.

Financial Impact

City portion- \$157,525

Impact if denied

The project will not move forward.

Impact if approved

The project can move forward.

Department Head:

City Administrator:

Signature & Date

Natalie
Zeigler

Digitally signed by Natalie
Zeigler
Date: 2020.08.06
12:30:27 -04'00'

Signature & Date

A RESOLUTION

A RESOLUTION TO APPROVE THE USE OF CITY OF GOOSE CREEK FUNDING FOR THE BOULDER BLUFF SAFETY PROJECT

WHEREAS, on November 1, 2016 the City of Goose Creek applied for Grant funding to pipe the existing roadside stormwater ditch and install 1,400 linear feet of sidewalk; and

WHEREAS, on January 17, 2017 the City Administrator presented the project to the Berkeley Charleston Dorchester Council of Governments (BCDCOG), in which BCDCOG ranked the project as the number one (1) priority in the BCD region and award TAP funding; and

WHEREAS, the total cost of the Boulder Bluff Safety Project is \$1,051,245; and

WHEREAS, as of July 14, 2020, the total cost of approved funding is \$552,279, of which \$441,823 is to be funded by Federal TAP Funds and \$110,456 to be funded by BCDCOG & County Transportation Committee C-Funds; and

WHEREAS, the proposed additional funding needed is an additional \$426,701, of which \$341,441 is to be funded by Federal TAP Funds and \$85,360 is to be funded by the City of Goose Creek, leaving an uncovered cost of \$72,165; and

WHEREAS, City staff is requesting to fund the uncovered cost of the project of \$72,165 making the total commitment by the City of Goose Creek \$157,525; and

WHEREAS, City staff is requesting to spend \$157,525 to be used from the General Fund unassigned fund balance, and

NOW, THEREFORE BE IT RESOLVED, by the City of Goose Creek City Council that the necessary funding in the amount of \$157,525 be used from the General Fund to complete this project.

Be It Resolved, this 11th day of August, 2020.

Mayor Gregory S. Habib

Attest: _____
Kelly J. Lovette, MMC, City Clerk

Mayor Pro Tem Kevin M. Condon

Councilmember Debra Green-Fletcher

Councilmember Corey McClary

Councilmember Jerry Tekac

Councilmember Gayla S.L. McSwain

Councilmember Christopher Harmon

CITY ADMINISTRATOR'S REPORT

MAYOR'S REPORT

DEPARTMENT REPORTS

**City of Goose Creek Administration Department
Monthly Report
July 2020**

Business Licenses Issued

License Type	Issued	Fee	Gross Sales Reported	YTD Issued	YTD Fees	YTD Gross Sales Reported
Inside City	55	\$ 9,145	\$ 5,761,023	1,072	\$ 1,762,306	\$ 1,278,114,973
Outside City	107	91,007	13,847,932	1,409	1,514,105	301,010,203
NWS Contracts	-	-	-	20	91,782	46,812,047
MASC Ins & Telecom	-	-	-	816	3,589,598	183,003,480
Prior Yrs.	9	10,181	1,834,348	135	44,808	20,526,363
Totals	171	\$ 110,333	\$ 21,443,303	3,452	\$ 7,002,599	\$ 1,829,467,066

Licenses Issued to New Commercial Businesses Inside the City

Name	Address	Type
Antifoniq Recordings	221 St. James Avenue Unit 18	2(recording studio)
Barfield Appliances LLC	221 St. James Avenue Unit 2A	2(appliance parts and repair)
Starfish Pediatric ENT LLC	110 Springhall Drive Unit B	5(physician's office)
Lumpia House LLC	100-B Central Avenue Unit 7	2(limited service restaurant)
Rickers Bowling Supply LLC	106 Central Avenue	1(bowling supplies)

Building Permits Issued

	Issued	Fees	Construction Costs	YTD Issued	YTD Fees	YTD Construction Costs
Express	30	\$ 38,771	\$ 6,224,885	220	\$ 271,166	\$ 39,290,430
Building	62	9,172	1,121,390	450	106,455	13,146,809
Misc Permits	53	3,945	622,056	312	23,289	5,527,057
Plan Review	61	14,968	-	464	130,258	-
Totals	206	\$ 66,856	\$ 7,968,331	1,446	\$ 531,168	\$ 57,964,296

Commercial Construction in Progress

Contractor Name	Address	Project
Linden Construction	2006 N Main Street	Shopping Plaza
O'Brien & Gere Inc. of North America	1141 Thurgood Road	Manufacturing Plant
Carolina Contracting Services	117-129 Plantation North Blvd.	Shopping Complex
Carolina Multifamily Construction Inc	1000 Conway Circle	Apartment Complex
Paric Corporation	2 Spring Hall Drive	Business Office Addition
Hawk Construction of Charleston	111 Spring Hall Drive	Business Office Addition
Schaffer Group Inc.	105 Commerce Place	Office Building w/Storage
Cowarrd-Hund Construction	121 Carolina Avenue	Commercial Building
Trident Construction	300 Callen Blvd	Oncology Addition

**City of Goose Creek Administration Department
Monthly Report
July 2020**

Single Family Housing Starts (By Sub-Division)

	<u>Current</u>	<u>YTD</u>
Montague Point	0	0
Lakeview Commons	0	0
Liberty Village (Brickhope)	0	56
Mackey Farms	13	32
Marrington Villas (Cobblestone)	0	0
Medway Landing	8	29
Miscellaneous	4	23
Sophia Landing	3	26
Carnes Crossroads	2	54
TOTALS	<u>30</u>	<u>220</u>

Hospitality Fees Collected

	<u>Current Month</u>	<u>YTD</u>	<u>Fund Balance</u>
Total Fees Collected	\$ 179,198	\$ 954,733	\$ 694,193

Berkeley County Water & Sanitation Payments Collected at City Hall

	<u>Current Month</u>	<u>YTD</u>
Number of Payments Collected	1,735	12,034
Total Receipts Collected	\$ 99,811	\$ 688,423

MUNICIPAL COURT MONTHLY REPORT

Report For July 1st, 2020 to July 31st, 2020

Cases Filed

Criminal	126	
Traffic	846	
City Ordinance	6	
Parking	3	
	<u> </u>	
Total Filed Violations		981

Bench Trials Scheduled

Criminal	61	
Traffic	877	
City Ordinance	10	
Parking	2	
	<u> </u>	
Total Scheduled		950

Case Disposition

Guilty	470	
Not Guilty	0	
Continued	1140	
Dismissed for Plea Agreement (Ticket Re-Write)	54	
Dismissed by Judge	4	
Dismissed for Deceased	0	
Dismissed for Compliance	428	
Dismissed by Officer	47	
Dismissed - Lack of Prosecution	31	
Entered into the PTI Program	23	
Voided	5	
Nolle Pros	1	
Transferred to Youth Court	0	
Transferred to Magistrate	0	
Transferred to General Sessions	45	
	<u> </u>	
Disposition Totals		2248

Fines, Fees and Assessments Collected

Fines Retained by the City	\$27,789.98	
Fees and Assessments Forwarded to the State	\$41,626.72	
Victim's Assistance Fund	\$4,478.18	
	<u> </u>	
Total Fines, Fees, and Assessments Paid		\$73,894.88

Bench Warrants

Issued	0	
Cleared	4	
	<u> </u>	
Change in Total Warrants		-4

Jury Trials

<u>June</u>		<u>(Previous Month)</u>	
Requested	4	Requested	5
Scheduled	0	Scheduled	0
Continued	0	Continued	0
Disposed	0	Disposed	2
Pending Total	36	Previous Pending Total	32

City of Goose Creek
Maintenance Division Monthly Report
July 2020

DESCRIPTION	JULY	Y.T.D
Vehicle Usage		
Vehicle Mileage.....	5,366	21,471
Fuel Consumption (Diesel).....	0	0
Fuel Consumption (Unleaded).....	561	1,918
Ground Maintenance		
Drainage/Maintenance Activities (Approximate Hours).....	640	4,400
Solid Waste Collection (Hours).....	72	200
Drainage Maintenance (Hours).....	40	280
Building, Grounds, Special Projects (Hours).....	528	3,920
Road and Bike Trail Maintenance (Hours).....	0	0
Road Maintenance		
Road Maintenance Request (Total).....	5	69
SCDOT (new request).....	5	34
County (new request).....	0	35
Road Maintenance Requests Corrected.....	1	77
Street Signs Replaced/Erected/Repaired.....	5	39
Ditch Maintenance		
Ditch Maintenance Request.....	0	19
SCDOT.....	0	8
County.....	0	11
Ditch Maintenance Corrected.....	0	22

City of Goose Creek
Sanitation and Code Enforcement Divisions Monthly Report
July 2020

DESCRIPTION	JULY	Y.T.D
Sanitation:		
Vehicle Usage:		
Vehicle Mileage.....	11,783	61,753
Fuel Consumption (Diesel).....	3,730	17,999
Garbage Removal:		
Household Garbage (Tons).....	1,285	8,252
Yard Debris (Tons).....	353	2,487
Construction Debris (Tons).....	120	1,002
Side Door Collections.....	1	39
Dead Animal Removed From Streets.....	10	59
Code Enforcement:		
Vehicle Usage:		
Vehicle Mileage.....	1,647	7,892
Fuel Consumption (Unleaded).....	151	620
Inspection/Violations:		
Code Inspections (Complaints)	7	27
Code Inspections.....	698	3,535
Code Violations Corrected	229	1,078
Code Violations Pending.....	117	N/A
Inoperable/Unlicensed Vehicles Cited.....	78	276
Inoperable/Unlicensed Vehicles Cleared.....	69	218
Summons Issued.....	5	34

City of Goose Creek
Water Division Monthly Report
July 2020

DESCRIPTION	JULY	Y.T.D
Water Usage:		
Total Consumption (M.G.).....	90.51	559.73
Max Daily Flow (M.G.D.).....	3.63	3.85
Min Daily Flow (M.G.D.).....	2.52	1.69
Daily Average (M.G.D.).....	3.02	2.65
Account Services:		
New Customers.....	38	461
Close Outs.....	29	442
Adjustments:.....	4	44
Account Arrangements.....	83	229
Clerical Errors.....	10	56
Temporary Services.....	9	79
Turn-Offs...(Sewer).....	0	325
Turn-Offs... (Non-Payment, Bad Checks, No Deposit).....	284	1229
Maintenance Services:		
Repair Broken Water Mains.....	1	6
Investigate Service Leaks.....	44	255
Repair Service Leaks.....	10	53
Locate Lines	192	1557
Change Meters.....	40	324
Service Line Replacement	0	1
Meter Box Maintenance and Repair.....	5	41
Valve Replacement	0	0
Fire Hydrant Replacement/Installs/Repairs.....	1	11
Install Taps.....	22	184
Site Restorations	1	9
Vehicle Usage:		
Vehicle Mileage.....	9,517	45,731
Fuel Consumption (Gallons).....	902	3,516

**City of Goose Creek Fire Department
 Monthly Report
 July
 2020**

	TOTAL	YTD
Fire		
FIRST RESPONDER	290	1132
HAZMAT	5	23
CANCELLED ENROUTE	48	203
FALSE ALARM	10	101
SERVICE CALL	28	135
FIRE	14	66
SPECIAL INCIDENT	1	7
NATURAL DISASTER	1	4
Total Fire Calls		1671
 EMS		
Patients Seen	244	1033
Patients Transported	208	888
No Transports	36	145
Cancel/False	33	143
Assist	3	3
Standby	2	2
TOTAL EMS CALLS	282	2214
Average Response Time	7:12	
Man Hours	624	
 TRAINING HOURS - Daily and Specialized		
	234	1826
 PUBLIC EDUCATION		
	1	9
SMOKE DETECTOR DISTRIBUTION/INSTALLATION		
	0	4
 BUILDING INSPECTIONS		
Slab Plumbing	32	181
Slab/Mono Slab/Footings	35	208
Sheathing	63	228
Mech/Elect/Plumb/Gas Roughs/Finals	330	1172
Framing	75	342
Insulation	48	193
Electrical Final/Release	36	253
Gas Final/Release	34	174
Building Final/CO	50	274
Courtesy/Misc (Sunroom, Windows, Roofs)	30	165
Building Safety	19	33
TOTAL	752	3223

Goose Creek Police Department
 Monthly Report
 July 2020

Offenses / Incidents Investigated
--

Crimes Against Persons	Inc. Month	Inc. YTD	Vs. Last Y.T.D.	Change %
Homicide / Manslaughter	1	4	0	0.0%
Aggravated Assault	5	28	25	-12.0%
Simple Assault	21	172	183	6.0%
Intimidation	5	35	56	37.5%
Criminal Domestic Violence	24	173	126	-37.3%
Criminal Sexual Conduct	1	25	28	10.7%
Armed Robbery	1	8	6	-33.3%
Strong Arm Robbery	1	4	0	0.0%
Fraud / Forgery-Financial	21	157	188	16.5%
Kidnapping / Abduction	1	2	2	0.0%
Drug Related Violations	44	324	295	-9.8%
Disorderly / Disturbing School	2	5	28	82.1%
Unlawful Use of Telephone	2	18	19	5.3%
Resisting Arrest	2	16	9	-77.8%
Indecent Exposure	0	0	4	100.0%
Crimes Against Property	Inc. Month	Inc. YTD	Vs. Last Y.T.D.	Change %
Burglary / B & E	11	60	85	29.4%
Grand Larceny (Vehicles)	6	50	39	-28.2%
Petit / Grand Larceny	37	228	232	1.7%
Theft from Motor Vehicles	34	181	139	-30.2%
Shoplifting	28	228	142	-60.6%
Vandalism	21	134	141	5.0%
Trespassing	7	39	42	7.1%
Receiving Stolen Goods	0	8	16	50.0%
Possession of Stolen Auto	0	4	7	42.9%
Arson	0	3	1	-200.0%
Traffic	Inc. Month	Inc. YTD	Vs. Last Y.T.D.	Change %
Driving Under the Influence (DUI)	25	91	94	3.2%
Failure to Stop for Blue Lights	0	7	15	53.3%
Other	Inc. Month	Inc. YTD	Vs. Last Y.T.D.	Change %
Bench Warrant Cases	0	6	10	40.0%
Alcohol Violations	8	44	52	15.4%
Weapons Violations	8	45	41	-9.8%
Totals	316	2,099	2,025	-3.7%

Goose Creek Police Department
Monthly Report
July 2020

General Service Delivery

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Total Calls for Police Service	4,452	31,029	36,703	-15.5%
Miles Patrolled	65,318	473,893	487,092	-2.7%
Total Request for House Watch	34	95	737	-87.1%
Service Response Time Average				
Emergency	3:12	1:39	2:53	-42.8%
Non-emergency	4:28	8:17	7:02	17.8%

Traffic Collisions

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Traffic Collisions	137	856	989	-13.4%
Injured	63	269	371	-27.5%
Killed	0	1	0	0.0%

Traffic Enforcement

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Number of Traffic Stops	630	5,567	7,797	-28.6%
Citations	686	5,671	7,881	-28.0%
Warnings	233	2,280	3,512	-35.1%

Parking Enforcement

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Violations Cited	2	67	47	42.6%

Animal Services

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Total Calls for Service	138	850	1,014	-16.2%
Total Animals Handled	26	229	256	-10.5%

Goose Creek Police Department
Monthly Report
July 2020

Records Services

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Walk-ins	364	2,101	2,696	-22.1%
External Calls	454	2,613	2,882	-9.3%
Internal Calls	224	1,533	1,461	4.9%
FOIA Requests	200	1,318	1,250	5.4%
Brady Motions	27	106	157	-32.5%
Vehicle Title Searches	0	0	13	-100.0%
General Sessions Cases	38	254	185	37.3%
Family Court Cases	5	70	40	75.0%
Records Checks	37	257	234	9.8%
Reports Disseminated	45	297	324	-8.3%
Fingerprinting Services	107	401	228	75.9%

Criminal Investigations

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Cases Assigned	32	252	213	18.3%
Cases Cleared by Arrest	5	48	40	20.0%
Cases Exceptionally Cleared	6	48	49	-2.0%
Cases Administratively Closed	5	68	69	-1.4%
Cases Unfounded	4	38	49	-22.4%
Evidence Items Received	322	2,158	1986	8.7%

Victim Services

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Crime Victims / Witnesses Served	84	406	558	-27.2%

Training Activities

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Formal Training Hours	122	5,457	7,580	-28.0%
In Service / Roll Call Training Hours	1,231	9,988	11,128	-10.2%
Total Monthly Training Hours	1,353	14,801	18,708	-20.9%

Goose Creek Police Department
 Monthly Report
 July 2020

Crime Prevention Services

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Neighborhood Crime Watch Meetings	0	1	2	-50.0%
Business Contacts	0	24	49	-51.0%
Tours /Seminars	0	5	17	-70.6%
Telephone Contacts / Emails	0	195	310	-37.1%
E-mail Advisements	0	14	17	-17.6%
Car Seat Checks / Installations	0	13	59	-78.0%
Reading w/ BBE School Children	0	9	22	-59.1%

There are four citywide crime prevention meetings scheduled for 2020 calendar year as well as four women's self-defense classes

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Alarm Activation Notices Issued	189	777	1,317	-41.0%
Bicycle Patrol Hours	16	33	126	-73.8%

Communications

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
911 Calls Received	1,489	9,582	9,497	0.9%
Walk-in Customers Served	754	5,198	4,279	21.5%
Total Number of Calls Held	198	1,116	1,143	-2.4%
Administrative Calls Received	4,482	30,131	32,125	-6.2%
Internal & External				

School Resource Officers

During the Summer months, the SRO's cover Summer School, activities at the recreation center and bicycle patrol.

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Incident Reports	0	14	53	-73.6%
Arrests	0	8	21	-61.9%
Juvenile	0	8	15	-46.7%
Adults	0	0	6	-100.0%

Goose Creek Police Department
 Monthly Report
 July 2020

Professional Standards

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Use of Force Incidents	2	11	56	-80.4%
Vehicle Pursuits	1	5	10	-50.0%
IA Cases Initiated	2	5	1	400.0%
SIs Cases Initiated	1	6	15	-60.0%
Polygraphs	19	97	38	155.3%
This report does not include all of May's UOFs or Vehicle Pursuits due to pending review and process of paperwork through the chain-of-command				
CALEA Compliance (Proofs collected for year)	0.20%	58.90%	55.00%	7.1%
Case File Workups	48	143	206	-30.6%
	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
10-50 (Collisions)	2	13	12	8.3%
10-54A (Disabled Vehicle)	15	83	119	-30.3%
CAD Entries	0	0	7	-100.0%
Council Packets Delivered	2	4	12	-66.7%
Fingerprints	143	355	122	191.0%
Reports	9	50	86	-41.9%
Sig20 Letters Delivered	0	0	230	-100.0%
Sig20 Letters Completed	154	753	1130	-33.4%
Supplemental Reports	1	7	5	40.0%
Telephone Calls	0	11	11	0.0%
Walk-ins/ No Report	9	39	45	-13.3%
Hours Worked	169	1,186	1968	-39.7%
Training Hours	0	0	0	0.0%
Field Duty Days	21	145	211	-31.3%
Station Days	0	0	55	-100.0%

**Golf Department
Monthly Report
July 2020**

MEMBERSHIP TOTALS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
GOLF Members	129	131	139	136	138	145	146						N/A
ROUNDS 2019	2,169	2,802	3,825	3,724	4,020	3,529	3,758	3,398	3,090	3,386	2,705	2,135	38,541
ROUNDS 2020	2,401	2,482	4,037	1,778	3,730	4,485	4,846						23,759
GOLF REVENUE	72,037	73,380	111,397	37,947	87,225	140,809	125,644						648,437.66
PRO SHOP REVENUE	4,457	5,892	7,936	3,965	8,013	8,830	11,958						51,051.40
BAR - GRILL REVENUE	24,620	24,739	25,802	11,136	30,337	37,618	38,970						193,221.82
TOTAL REVENUE	\$101,114	\$ 104,010	\$ 145,135	\$ 53,048	\$ 125,575	\$ 187,257	\$ 176,572	\$ -	\$ -	\$ -	\$ -	\$0	892,710.88

**Crowfield Golf Club
News and Events**

Golf Recap: Crowfield had a gREAT month of golf with almost 5000 rounds. We are receiving very positive feedback from our customers on course condition, quality of food, new golf carts with GPS and customer service.

Upcoming Events: All large shotgun type events have been cancelled for the month of July due to the current Covid-19 restrictions. Smaller league tee time type groups no larger than 50 have resumed. The Club management is following the proper re-opening procedures carefully and ensuring social distancing and current restrictions are being followed.

Golf Course Condition: The golf course is in great condition, the maintenance staff is now concentrating on keeping up with the mowing and weedeating as they do every Summer.

Crowfield Golf Club is open to the general public, regardless of where you live, for membership or daily play. For more information please go to:
<http://www.crowfieldgolf.com> or you may call 843-764-4618.

Crowfield Metric Chart

	Revenue	Expense	Rounds	E.P.G.	R.P.G.
2016 \$	1,174,759 \$	1,226,173	34,505 \$	35.54 \$	34.05
2017 \$	1,197,591 \$	1,238,459	33,751 \$	36.69 \$	35.48
2018 \$	1,316,535 \$	1,376,041	35,352 \$	38.92 \$	37.24
2019 \$	1,507,839 \$	1,527,663	38,541 \$	39.64 \$	39.12
2020 \$	892,711 \$	901,800	23,759 \$	37.96 \$	37.57

E.P.G. = Expense per golfer

R.P.G. = Revenue per golfer

2020

	Revenue	Expense	Rounds	E.P.G.	R.P.G.
January	\$101,114.40 \$	140,663	2,401 \$	58.59 \$	42.11
February	\$104,010.19 \$	117,273	2,482 \$	47.25 \$	41.91
March	\$145,134.81 \$	126,012	4,037 \$	31.21 \$	35.95
April	\$53,048.23 \$	117,279	1,778 \$	65.96 \$	29.84
May	\$125,574.52 \$	118,732	3,730 \$	31.83 \$	33.67
June	\$187,256.80 \$	125,603	4,485 \$	28.01 \$	41.75
July	\$176,571.93 \$	156,238	4,846 \$	32.24 \$	36.44
August				#DIV/0!	#DIV/0!
September				#DIV/0!	#DIV/0!
October				#DIV/0!	#DIV/0!
November				#DIV/0!	#DIV/0!
December				#DIV/0!	#DIV/0!
Total	\$892,710.88 \$	901,800	23,759		

* 2020 is un-audited

City of Goose Creek
Recreation Department
Monthly Report
July 2020

ACTIVITY CENTER PROGRAMS

- **Aerobics:** 12 classes offered per week, 7 Easy Does it classes offered per week, Zumba classes offered 3 times a week, Ball Fit is offered 2 times a week and Werq is also a good workout. Spin classes have been added to offer a variety to participants. A monthly schedule is out with specific dates and times.
- **Art Classes:** Art classes are offered for adults and kids. Each class has a different theme. Days and times of classes can be found on our website.
- **Dance:** Ages 3 & up learn tap, ballet and jazz and put on a recital in May. Hip Hop classes are also offered on Monday afternoons from 4:30 PM to 5:30 PM.
- **Gymnastics/Tumbling/Cheernastics:** Playnastics is a fun time for ages 6 months to 7 year olds. Classes are held Monday, Tuesday and /wednesdays from 10:00am to 12:00pm. The cost is \$5 per child for residents and \$7 per child for nonresidents. There are several classes for all ages. See our website for all class times and dates.
- **Music:** Piano and Voice lessons are offered for all ages. We have all dates and times on our website.
- **Martial Arts:** Classes are held on Tuesdays, Thursdays and Saturdays for all levels starting at age 4. First class is a free trial class.
- **Preschool:** Preschool includes the Half Pints class and the Bright Beginnings class. The school program runs from September to May and follows the Berkeley County School District holiday schedule.
- **Yoga:** Classes are offered on Monday through Thursday for all different levels. The website will show all the levels and times offered.

	June	July	Totals
Total Participants	25	402	Average 424
Resident Participants	19	259	Average 291
Nonresident Participants	6	143	Average 131
Resident Revenue	\$ 13,777.50	\$ 12,086.50	\$ 123,341.40
Nonresident Revenue	\$ 6,374.50	\$ 10,934.50	\$ 65,582.05
Instructors Pay	\$ (81.90)	\$ (702.80)	\$ (16,958.21)
Profit/Loss	\$ 20,070.10	\$ 22,318.20	\$ 171,965.24

COMMUNITY CENTER PROGRAMS

- **Fitness Memberships:** Adult and Youth Memberships are available. Residents are \$60 for an adult and \$25 for youth for a year. Nonresidents pay \$325 adult and \$175 for a youth membership per year.
- **Personal Training:** Orientation, Personal Training from 3 certified instructors, and Strength training for teens. We have added a holistic nutritionist for extra help.
- **Senior Walking Club:** This club is for seniors 60 and older. They receive a colored membership card that does not need to be scanned in. This membership runs a calendar year. Residents pay \$25 for a year and nonresidents pay \$100 for a year. The days and hours that they can walk is Monday – Friday 12:30 PM to 2:30 PM.
- **Special Events:** These include any events or festivals that are scheduled during the month through the Community Center. For example, our spring concert series and our Social Squad activities each month.

	June	July	Totals
Total Participants	3,265	3,379	Average 3,303
Resident Participants	3,174	3,271	Average 3,176
Nonresident Participants	91	108	Average 127
Resident Revenue	\$ 18,377.00	\$ 17,405.50	\$ 99,213.50
Nonresident Revenue	\$ 1,776.25	\$ 2,610.00	\$ 15,272.63
Instructors Pay	\$ 1,645.70	\$ 379.30	\$ (1,096.90)
Profit/Loss	\$ 18,507.55	\$ 19,636.20	\$ 110,097.83

SPORTS

Baseball/Softball: Fall baseball and fall softball registration will end on August 6, 2020.

AGE GROUPS	# of TEAMS	# of PARTICIPANTS
T-Ball Ages 4-5		
Coach Pitch Ages 6-8		
Minors Ages 9-10		
Youth Ages 11-12		
Boys Ages 13-15		
Softball Coach Pitch Ages 6-8		
Softball Ages 9-10		
Softball Ages 11-12		
Softball Ages 13-16		

Soccer: Fall Soccer registration will end on August 6, 2020.

AGE GROUPS	# of TEAMS	# of PARTICIPANTS
Tiny Tot Ages 4-5		
Pee Wee Ages 6-7		
Small Fry Ages 8-9		
Mite Ages 10-12		
Midget Ages 13-15		

Cheerleading: Registration ended and 35 girls have signed up to cheer for our football teams in September. Practices should be starting in August.

Football: Registration ended and practices will be starting in August. Games will be held at Dogwood Park in September.

AGE GROUPS	# of TEAMS	# of PARTICIPANTS
Midget Ages 6-8	3	39
Pee Wee Ages 9-10	1	30
Small Fry Ages 11-12	1	30
Bantam Ages 13-14	1	4

Basketball: Summer basketball was cancelled due to COVID.

AGE GROUPS	# of TEAMS	# of PARTICIPANTS
Tiny Tot Ages 5-6		
Pee Wee Ages 7-8		
Small Fry Ages 9-10		
Small Fry Girls Ages 9-10		
Mite Ages 11-12		
Mite Girls Ages 11-12		
Midget Ages 13-14		

SPORTS

- **Pickleball:** This sport is a mixture of ping pong, badminton and tennis. There is open play five days a week from 9:00am to 1:00pm. We also offer some select Sunday afternoon from 3pm-5pm for open pickleball play. Members can play for free and nonmembers only pay \$2 to play.
- **Volleyball:** We offer open play on Friday nights from 4:30 PM to 8:00 PM. Members can come in for free and nonresidents pay a \$5 fee. Middle school volleyball registration is also going on until August 6, 2020.

	June	July	Totals
Total Participants	293	327	1,748
Resident Participants	210	255	1,383
Nonresident Participants	83	72	365
Resident Revenue	\$ 10,225.00	\$ 8,477.50	\$ 20,687.50
Nonresident Revenue	\$ 2,065.00	\$ 2,270.00	\$ 8,350.00
Instructors Pay	\$ (0.00)	\$ (0.00)	\$ (0.00)
Profit/Loss	\$ 12,290.00	\$ 10,747.50	\$ 29,037.50

SUMMARY

Athletics	June	July	Totals
Total Resident Participants	210	255	1,383
Total Resident Revenue	\$10,225.00	\$8,477.50	\$20,687.50
Total Nonresident Participants	83	72	365
Total Nonresident Revenue	\$2,065.00	\$2,270.00	\$8,350.00

Activity Center	June	July	Totals
Total Resident Participants	19	259	2,038
Total Resident Revenue	\$13,777.50	\$12,086.50	\$123,341.40
Total Nonresident Participants	6	143	932
Total Nonresident Revenue	\$6,374.50	\$10,934.50	\$65,582.05

Community Center	June	July	Totals
Total Resident Participants	3,174	3,271	19,232
Total Resident Revenue	\$18,377.00	\$17,405.50	\$99,213.50
Total Nonresident Participants	91	108	891
Total Nonresident Revenue	\$1,776.25	\$2,610.00	\$18,571.00

UPCOMING EVENTS

AUGUST

1st – Kids Fest – This event will take place at the lake behind the Municipal Center from 11am-2pm. This should be a fun time before the kids start back to school.

29th – Outdoor Movie – This event will take place at the Carnes Crossroads Village Green. The special event will start at 7pm and the movie will start at 8pm. This is an event for the whole family.

SEPTEMBER

26th – Outdoor Movie – This event will take place at the Carnes Crossroads Village Green. The special event will start at 6:30pm and the movie will start at 7:30pm. This is an event for the whole family.

Goose Creek Recreation Parks and Addresses

- Dennis Park – 300 Anita Dr. – baseball/softball diamond, picnic tables, playground
- Dogwood Park – 460 Liberty Hall Rd. – soccer field, football field, covered picnic area, grill, playground
- Etling Park – 100 Ellen Dr. - basketball court, covered picnic area, playground
- Eubanks Park – Old Moncks Corner Rd. – basketball courts, sand volleyball court, tennis courts, covered picnic area, grill, playground – available for rentals
- Fairfax Park – 100 Fairfax Blvd. – grill, picnic area, playground
- Felkel Field Complex – 100 Lucy Dr. – baseball/softball fields, concession stand, restrooms, playground
- Forest Lawn Park – 100 Giles Dr. – grill, picnic tables, playground
- Foster Creek Park – 100 Foster Creek Rd. – soccer fields, concession stand, restrooms, Playground
- Lake Greenview Park – 1 Pandora Dr. – trails, covered picnic area, picnic tables, grill, Playground
- Oak Creek Park – 100 Persimmon Circle – covered picnic area, grill, playground
- Ryan Creek Park – 229 Janice St. – benches, playground
- Shannon Park – Old Moncks Corner Road - picnic tables, playground
- St. James III Park – 1007 Willowood Ave. – covered picnic area, grill, playground
- St. James Park – 107 Westminster Blvd. – covered picnic area, playground, tennis court