

***SUPPORTING MATERIALS TO
CITY COUNCIL MEETING***

May 12, 2020

APPROVAL OF PREVIOUS MINUTES

City Council Meeting
Via Telephone / Video Conference
April 14, 2020
7:00 P.M.

Council Members Present:

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

Council Members Absent:

Staff Present:

City Administrator Jake Broom; Assistant City Administrator Daniel Moore; City Clerk Kelly J. Lovette; Police Chief LJ Roscoe

Staff Absent:

Invocation/Pledge of Allegiance:

Councilmember Corey McClary

Press Present:

None

Guests Present:

None

I. Regular Meeting – Invocation / Pledge of Allegiance:

Mayor Habib called the meeting to order at 7:00 pm. Councilmember McClary said the invocation.

II. General Public Comments:

(Note: Comments were submitted via email to the City Clerk.) Mayor Habib stated there were approximately twenty-seven (27) comments submitted to the City Clerk and they were all forwarded to him and each member of City Council. He thanked everyone for taking the time to share their thoughts and feelings.

III. Approval of Minutes:

- a) **City Council Meeting – March 10, 2020**
- b) **Special City Council Meeting – March 21, 2020**
- c) **Special City Council Meeting – March 24, 2020**
- d) **Special City Council Meeting – March 30, 2020**

Mayor Habib made a motion to approve the minutes as presented. Mayor Pro Tem Condon seconded the motion. Councilmember McSwain stated she forwarded a statement to the City Clerk to request it be incorporated in the minutes from the City Council Meeting held on March 10, 2020. Hearing nothing further Mayor Habib called for the vote. All in favor, none opposed. Motion carried.

IV. Public Hearings, Presentations & Proclamations:

None.

VI. Old Business:

None.

VII. New Business:

- a) **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, 0.5 ACRES, A PORTION OF TMS 223-00-00-031 – (Introduction & First Reading)**

Mayor Habib read the title to the proposed Ordinance and stated the City was selling Berkeley County a portion of property to install a right turn lane at Old Mount Holly and N Goose Creek Boulevard (Highway 52). Mayor Habib made a motion to approve the proposed Ordinance as read. Councilmember Green-Fletcher seconded the motion. Mayor Habib – Aye; Councilmember Green-Fletcher – Aye; Councilmember McClary – Aye; Councilmember Harmon – Aye; Mayor Pro Tem Condon – Aye; Councilmember McSwain - Aye; Councilmember Tekac – Aye. Seven (7) in favor, none opposed. Motion carried.

VIII. Department Report:

Postponed.

IX. City Administrator’s Report:

- a) **Purchase Request – Police Department – Dodge Durango K9 SUV’s (x2)**

Mr. Broom presented City Council with a request and supporting documentation from Chief Roscoe to purchase two (2) Dodge Durango’s police vehicles to be utilized as police vehicles to be utilized by K9 officers. Mr. Broom stated City staff requests to purchase the vehicles from the state contract vendor, Santee Automotive, Manning SC, for the total cost of \$64,176.00, and it is included in the Police Department’s 2020 FY Budget.

Councilmember Habib made a motion to approve the purchase as stated by Mr. Broom. Councilmember Green-Fletcher seconded the motion. Mayor Habib – Aye; Councilmember Green-Fletcher – Aye; Councilmember McClary – Aye; Councilmember Harmon – Aye; Mayor Pro Tem Condon – Aye; Councilmember McSwain - Aye; Councilmember Tekac – Aye. Seven (7) in favor, none opposed. Motion carried.

X. Mayor’s Report:

Mayor Habib thanked Mr. Broom for his five (5) years of service to the City, three (3) as the City Administrator, as it would be Mr. Broom’s last City Council Meeting. Mayor Habib thanked him and stated he appreciated his leadership, cooperation, advice, guidance and the debates they shared; that he wished him the very best at the Municipal Association of South Carolina in Columbia.

XI. Adjourn:

Mayor Pro Tem Condon made a motion to adjourn. Councilmember McSwain seconded the motion. All in favor, none opposed. Meeting adjourned at 7:13 p.m.

Kelly J. Lovette, MMC
City Clerk

Date: May 12, 2020

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.

City Council Workshop
Via Telephone / Video Conference
April 28, 2020
6:00 P.M.

Council Members Present:

Mayor Gregory S. Habib (Joined Meeting at 6:53 p.m.); Mayor Pro Tem Kevin Condon; Councilmember Debra Green-Fletcher; Councilmember Jerry Tekac; Councilmember Corey McClary; Councilmember Gayla McSwain; Councilmember Christopher Harmon

Council Members Absent:

Staff Present:

Interim City Administrator Daniel Moore; City Clerk Kelly J. Lovette; Finance Director Tyler Howanyk; Director of Economic Development Matt Brady

Staff Absent:

Press Present:

None

Guests:

City Attorney Lawrence Flynn

CALL TO ORDER:

Mayor Pro Tem Condon called the meeting to order at 6:07 p.m.

STAFF PRESENTATIONS & UPDATES

I. Annexation of Parcels B, C & D of Century Aluminum Property

Mr. Moore updated City Council regarding the Annexation of Parcels B, C & D of Century Aluminum and stated the plats were submitted to Berkeley County that past Tuesday and Berkeley County's staff was assigning new tax map numbers to the parcels. He stated once the new plats are recorded, they will be assigned to the new Annexation Petitions and they will be submitted to City staff for review and he was anticipating being able to have the proposed annexation ordinance on the Agenda for the May City Council Meeting.

CITY COUNCIL DISCUSSION ITEMS:

I. Ordinances §110.038 Permitting Food; Beverages

Mr. Moore stated this section was intended for Mayor Habib to discuss with City Council whether or not there was any interest in making an amendment to the current City Ordinance which prohibits alcohol from being sold in food, thus including a mobile food truck. Mayor Pro Tem Condon stated he did not wish to strike alcohol from being allowed in food. Mr. Howanyk thoroughly brief City Council on what the City's Ordinance reads concerning no alcohol being allowed in food. Councilmember Harmon stated he was in favor of making a change to allow mobile food trucks to sell alcohol. Councilmember McClary stated he was opposed to a mobile bar. Councilmember Tekac stated he liked the way the current Ordinance was written and saw no need to make any changes. Mr. Howanyk stated the current food truck Ordinance was passed in June 2017, and the City of Goose Creek is one of the only City's that does not allow the sale of alcohol in food form. Mr. Moore stated it was believed the current language was recommended by Tim Domin the City's attorney, in collaboration with the City's Finance Director and Business License Inspector, right after this became a phenomenon in Charleston. Mr. Moore stated it's kind of a gray area and the Department of Revenue manages these types of licenses and in most food, alcohol is cooked off, so you don't have this type of concern. He stated Mayor Tecklenburg has sent a letter inquiring can you eat these types of food and drive. He stated our

City's Police Chief has also expressed concerns about whether someone needs to be carded and how they would enforce that, and do they need to be carded. He stated the Department of Revenue has failed to classify this as a true alcoholic type food, and because of that it does leave City staff to continue to have concerns about enforcement. Councilmember McSwain stated she would leave the current language as is and Councilmember Harmon stated he concurred. Councilmember Green-Fletcher stated she did not wish to see the Ordinance changed.

EXECUTIVE SESSION

I. 30-4-70(A)(2) – Receipt of Legal Advice Related Matters Covered by Attorney-Client Privilege – Contract Negotiations with Industrial Customer

Mr. Moore stated at this time the webinar would be locked at this time to keep anyone from joining in the meeting and the recording would be paused.

Councilmember Tekac made a motion to go into executive session. Councilmember McClary seconded the motion. All in favor, none opposed. Motion carried. (6:20 p.m.)

Councilmember Tekac made a motion to come out of executive session. Mayor Pro Tem Condon seconded the motion. All in favor, none opposed. Motion carried. (6:55 p.m.)

Mayor Habib joined the meeting and apologized for being late. (6:53 P.M.)

ADJOURNMENT

Councilmember Tekac made a motion to adjourn. Councilmember McClary seconded the motion. All in favor, none opposed. Motion carried. (6:57 p.m.)

Minutes approved and adopted:

_____ Date: May 12, 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.

***PUBLIC HEARINGS, PRESENTATIONS
& PROCLAMATIONS***



Proclamation Office of the Mayor

*“51st Annual professional Municipal Clerks Week”
May 3-9, 2020*

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Gregory S. Habib, Mayor of City of Goose Creek, do recognize the week of May 3 through May 9, 2020, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Kelly J. Lovette, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 14th day of May, 2020.

*Gregory S. Habib
Mayor*

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



Proclamation

Office of the Mayor

“National Public Works Week”

May 17 – 23, 2020

“It Starts Hear”

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of City of Goose Creek; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the City of Goose Creek to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2020 marks the 60th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, Gregory S. Habib, Mayor of the City of Goose Creek, do hereby designate the week May 17 – 23, 2020, as

National Public Works Week

and I urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Goose Creek, South Carolina to be affixed this 12th day of May 2020.

Gregory S. Habib
Mayor

Attest: _____

Kelly J. Lovette, MMC
City Clerk



Proclamation Office of the Mayor

“Building Safety Month” May 2020

Whereas, our City is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster, and;

Whereas, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, play, and;

Whereas, our nation benefits economically and technologically from using the International Codes that are developed by a national, voluntary consensus codes and standards developing organization, our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the world;

Whereas, these modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquake; which, according to a FEMA-commissioned study by the National Institute of Building Sciences, provide \$11 in future mitigation benefits for every dollar invested, and;

Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities’ largely unknown protectors of public safety—our local code officials—who assure us of safe, efficient and livable buildings that are essential to America’s prosperity, and;

Whereas, “Safer Buildings, Safer Communities, Safer World,” the theme for Building Safety Month 2020, encourages all Americans to raise awareness about the importance of safe and resilient construction; fire prevention; disaster mitigation, and new technologies in the construction industry. Building Safety Month 2020 encourages appropriate steps everyone can take to ensure the safety of our built environment, and recognizes that the implementation of safety codes by local and state agencies has saved lives and protected homes and businesses, and;

Whereas, each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Gregory S. Habib, Mayor of the City of Goose Creek, South Carolina, do hereby proclaim the month of May 2020 as Building Safety Month. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Goose Creek to be affixed this 12th day of May 2020.

Gregory S. Habib
Mayor

Attest: _____
Kelly J. Lovette, MMC
City Clerk

OLD BUSINESS

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, 0.5 ACRES, A PORTION OF TMS 223-00-00-031

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 addition of a right turn lane on Old Mount Holly Road to Highway 52 which necessitates the acquisition of property owned by the City of Goose Creek, and

WHEREAS, the City of Goose Creek fully supports the addition of a right turn lane from Old Mount Holly Road to Highway 52,

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 addition of a right turn lane from Old Mount Holly Road to Highway 52, to wit:

21,780 square feet (0.5 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 233-00-00-031.

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 April 2020.

DONE the _____ day of May 2020.

Mayor Gregory S. Habib

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

Mayor Pro Tem Kevin M. Condon

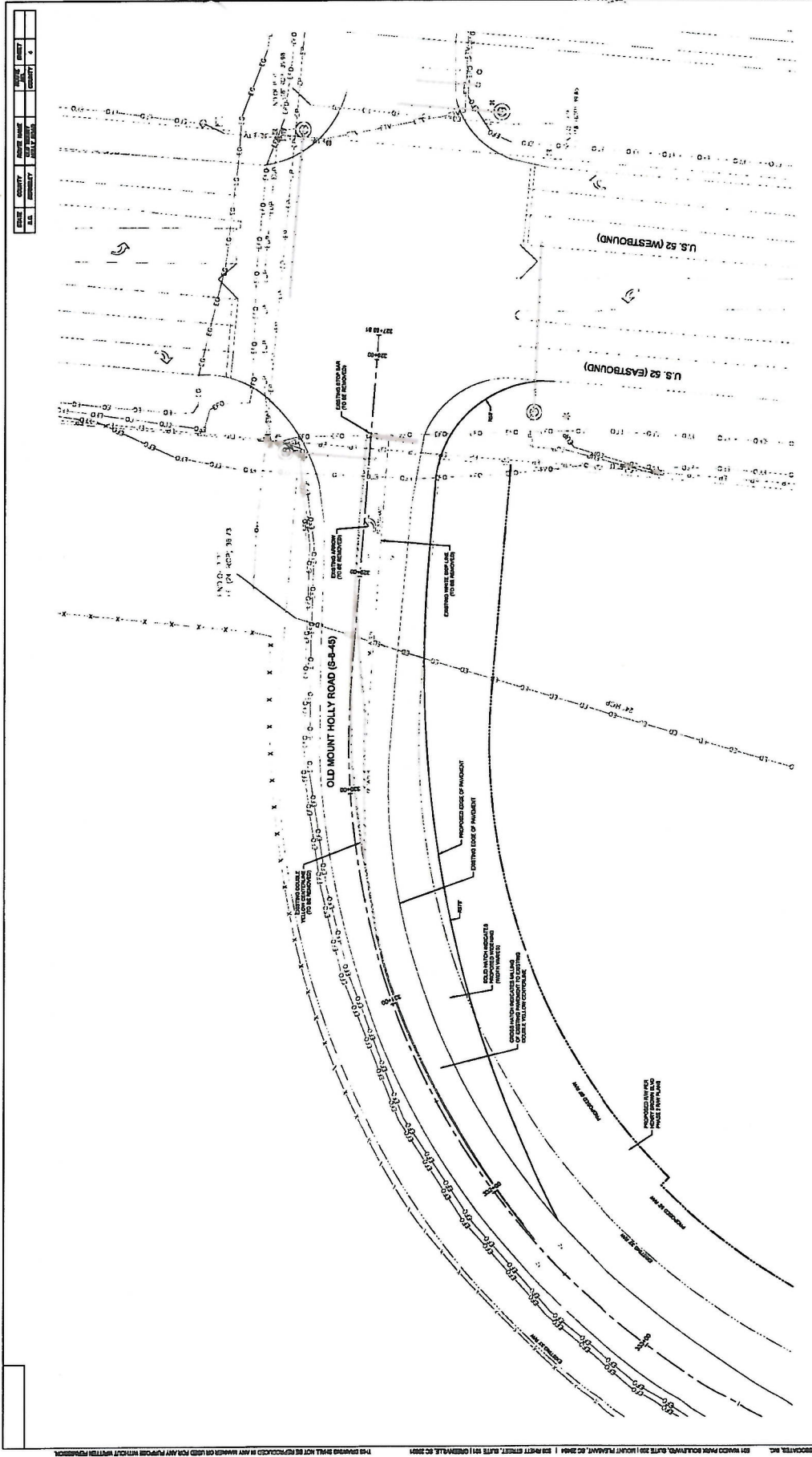
Councilmember Debra Green-Fletcher

Councilmember Corey McClary

Councilmember Jerry Tekac

Councilmember Gayla S.L. McSwain

Councilmember Christopher Harmon



BERKELEY COUNTY

SITE PLAN

OLD MOUNT HOLLY ROAD (S-B-48)

1	DATE	DESCRIPTION OF REVISION
2	DATE	DESCRIPTION OF REVISION
3	DATE	DESCRIPTION OF REVISION
4	DATE	DESCRIPTION OF REVISION

NOTICE TO CONTRACTORS

CONSTRUCTION

STATE OF MISSISSIPPI

BERKELEY COUNTY

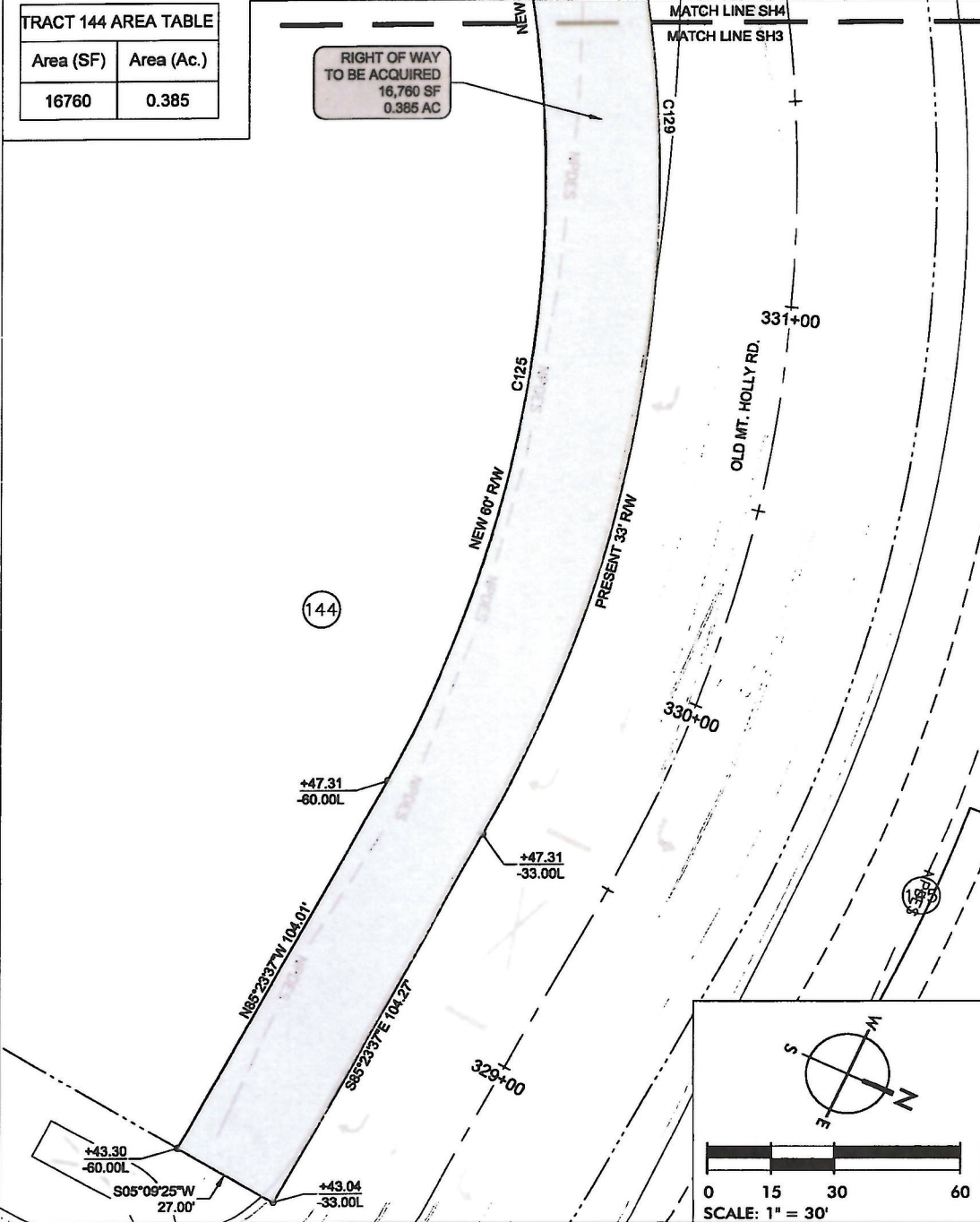
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NOTE: SEE PAVEMENT MARKINGS PLAN FOR DETAILED LANE INFORMATION



TRACT 144 PARCEL CURVE TABLE					
Curve #	Length (ft)	Radius (ft)	Delta	Chord Direction	Chord Length (ft)
C124	306.63	522.50	033°37'27"	S46°59'46"W	302.25
C125	210.35	298.10	040°25'46"	S74°23'30"W	206.01
C126	0.25	507.40	000°01'43"	N66°05'52"E	0.25
C127	129.31	308.10	024°02'47"	S42°09'22"W	128.36
C129	363.96	325.10	064°08'41"	N62°32'03"E	345.25
C133	319.71	510.10	035°54'37"	N48°07'42"E	314.50

TRACT 144 AREA TABLE	
Area (SF)	Area (Ac.)
16760	0.385



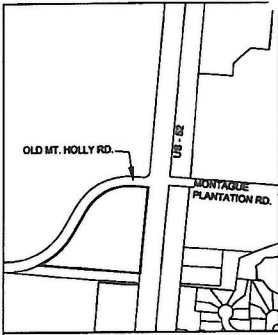
BERKELEY COUNTY
HENRY E. BROWN JR. BLVD.
PHASE 2 WIDENING
ROW EXHIBIT

DATE: 7/5/2018 REVISED: 1/30/2020

AREA OF ACQUISITION
FROM TRACT 144

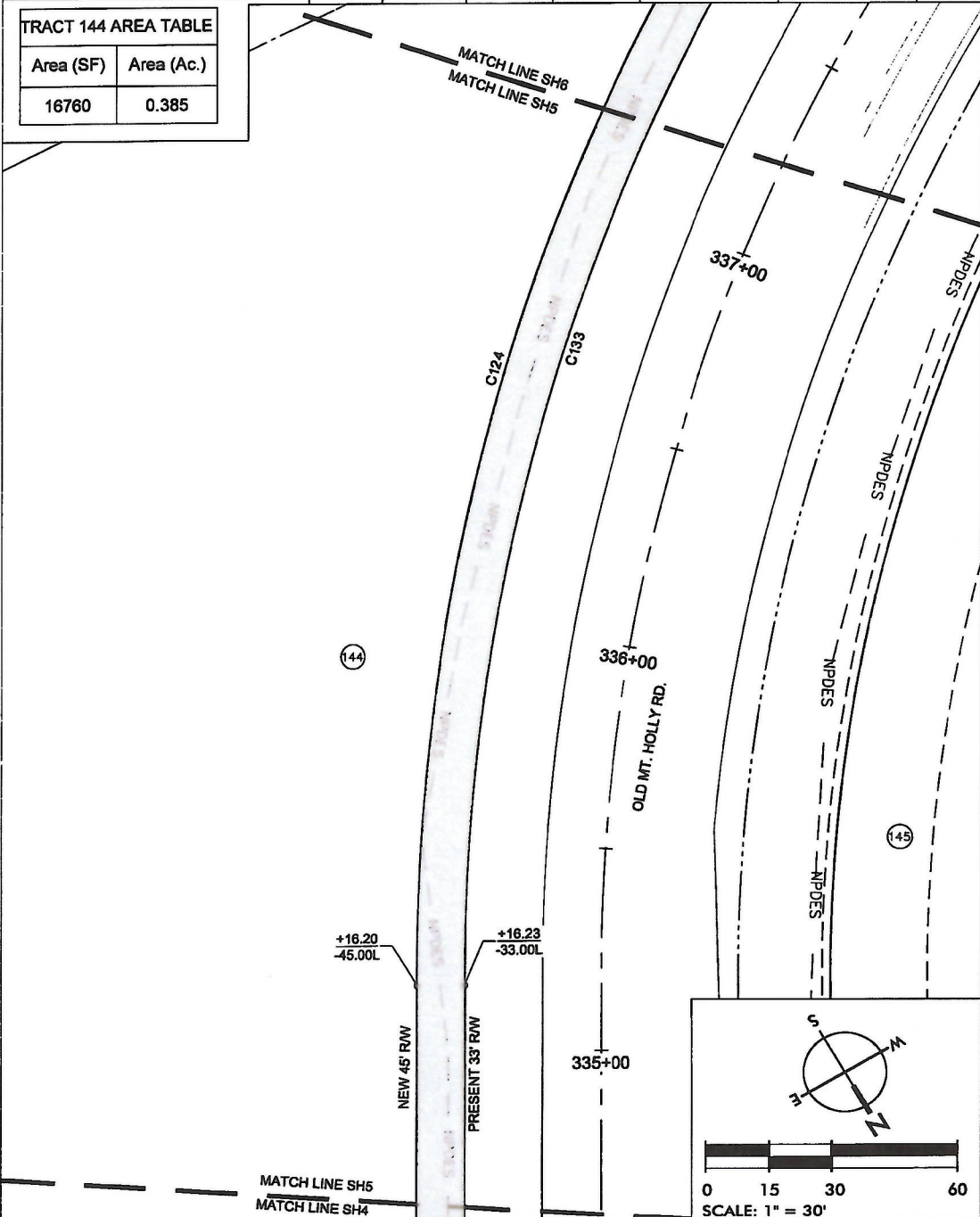
SHEET 3 OF 6





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HENRY E. BROWN JR. BLVD.
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DATE: 7/5/2018 REVISED: 1/30/2020

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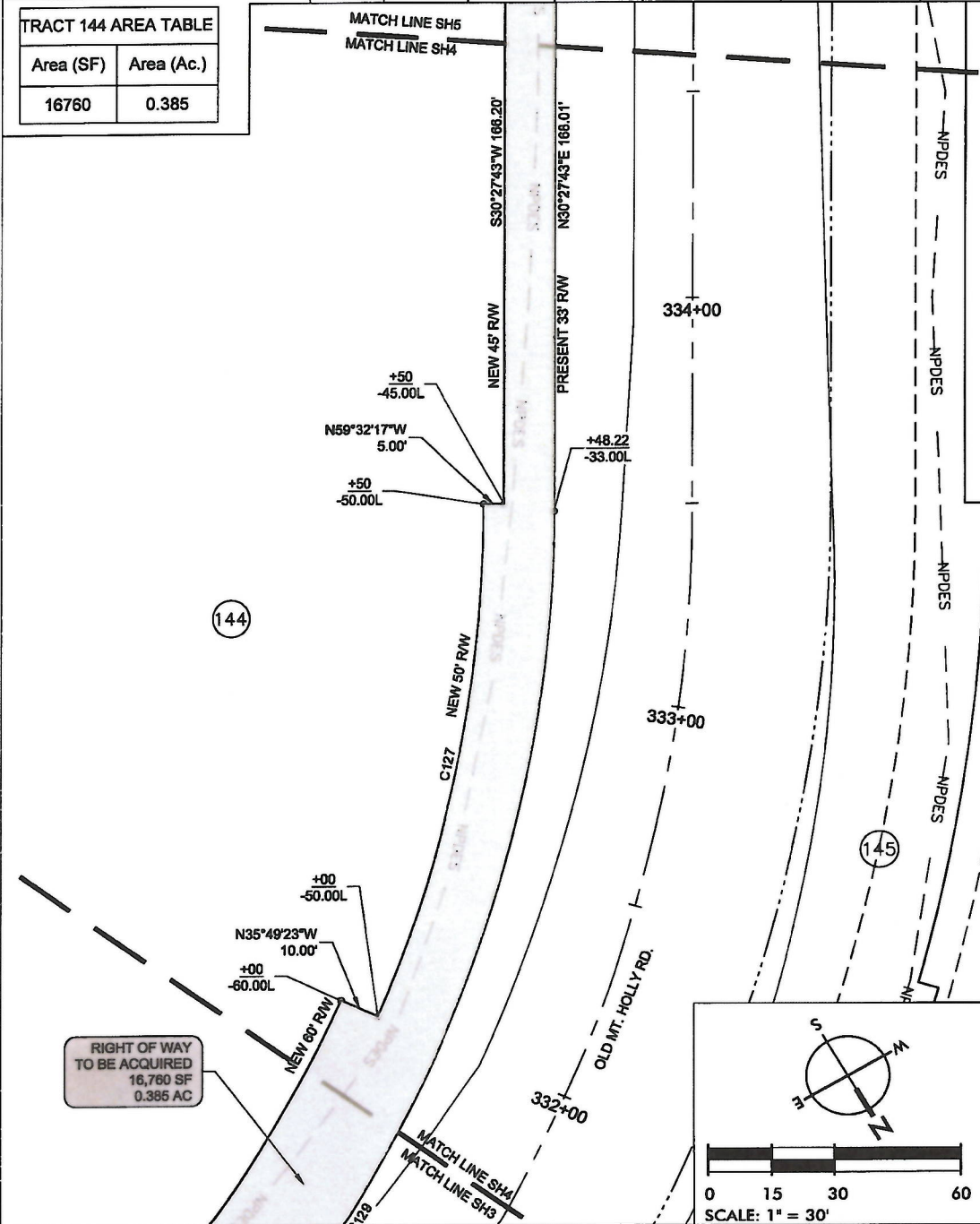
SHEET 5 OF 6





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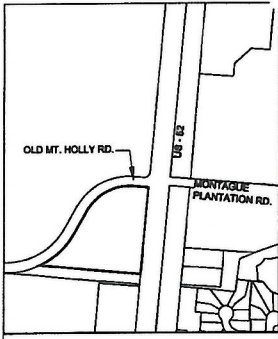
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BERKELEY COUNTY
 HENRY E. BROWN JR. BLVD.
 PHASE 2 WIDENING
 ROW EXHIBIT
 DATE: 7/5/2018 REVISED: 1/30/2020

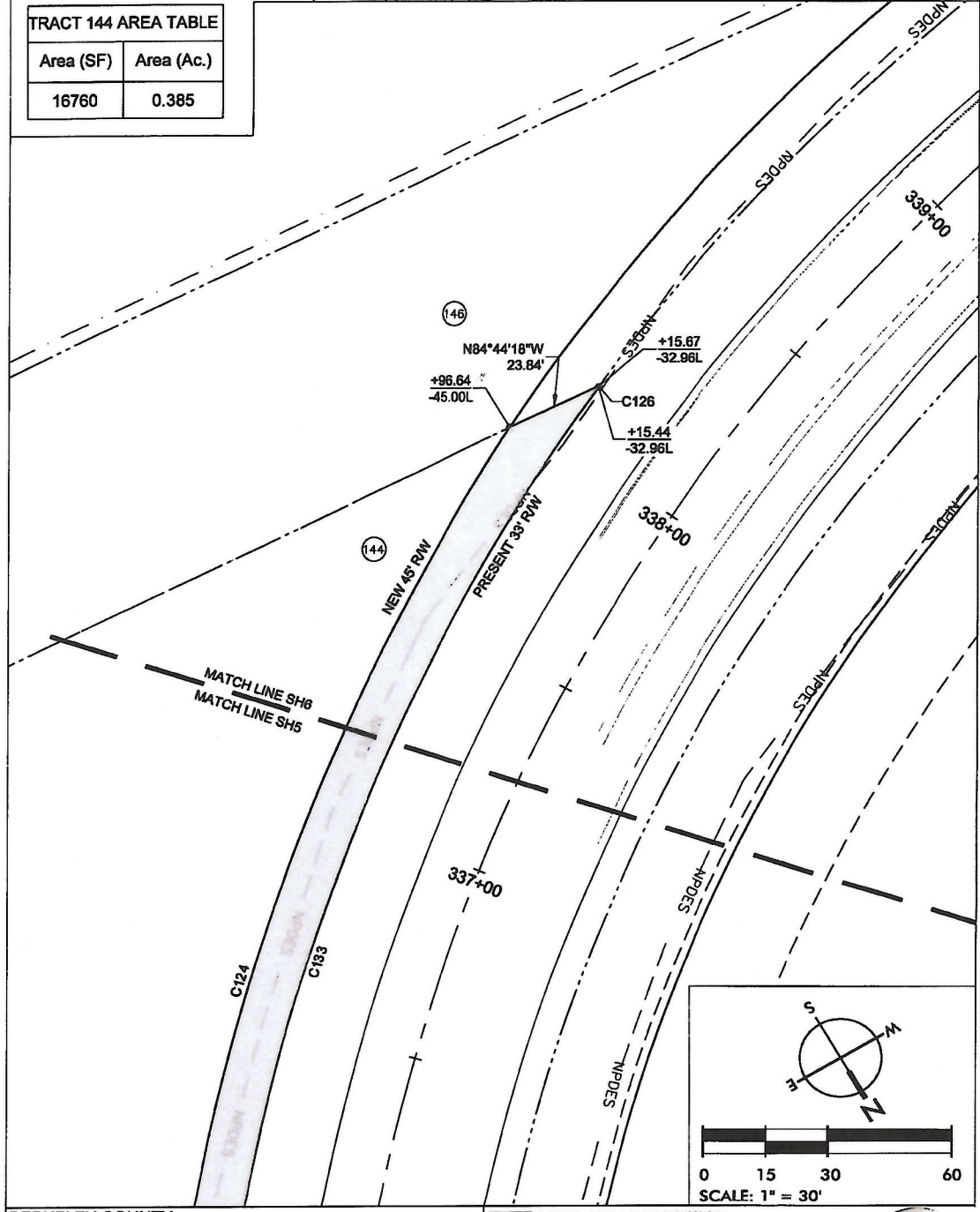
AREA OF ACQUISITION
 FROM TRACT 144
 SHEET 4 OF 6





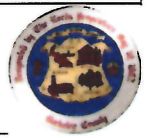
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 HENRY E. BROWN JR. BLVD.
 PHASE 2 WIDENING
 ROW EXHIBIT
 DATE: 7/5/2018 REVISED: 1/30/2020

AREA OF ACQUISITION
 FROM TRACT 144
 SHEET 6 OF 6



NEW BUSINESS

RESOLUTION NO.: _____

A RESOLUTION

APPROVING THE EXECUTION AND DELIVERY OF A GROSS INCOME AGREEMENT; AND OTHER MATTERS RELATING THERETO

BE IT RESOLVED by the City Council of the City of Goose Creek, South Carolina, in meeting duly assembled:

Section 1 Findings of Fact.

The City Council of the City of Goose Creek, South Carolina (the “*Council*”), the governing body of the City of Goose Creek, South Carolina (the “*City*”), has made the following findings of fact:

WHEREAS, the City is a municipal corporation of the State of South Carolina (the “*State*”), and as such possesses all general powers granted by the Constitution and statutes of the State to such public entities;

WHEREAS, Quoizel, LLC, (the “*Company*”) a manufacturer of lighting products maintains its corporate headquarters and certain distribution facilities within the City (collectively, the “*Facility*”);

WHEREAS, pursuant to the laws of the State of South Carolina (the “*State*”) and Ordinance No. 17-015 of the City dated July 11, 2017, as the same may be hereafter amended (the “*Business License Ordinance*”), the City has enacted and implemented a comprehensive business license program wherein all businesses located in the City are required to pay an excise tax for the privilege of doing business within the City in amounts determined with reference to a business’s gross income as defined in the Business License Ordinance;

WHEREAS, the Facility is located in the City and the Company is subject to the Business License Ordinance and required to pay a business license tax to the City;

WHEREAS, the Company has historically paid its business license taxes as a fixed gross income cap established under the terms of a letter from the City dated June 19, 1995;

WHEREAS, while the Letter has been withdrawn by the City effective for the business license taxes commencing with calendar year 2020, the Company asserts that a portion of the gross income of the Company attributable to activities outside of the State is not subject to the City’s business license tax;

WHEREAS, the Company relies on the holding in *Complete Auto Transit, Inc. v. Brady*, 430 U.S. 274 (1977) wherein a local tax (like a business license tax) is deemed valid if it complies with the following four-part test: (1) the tax is applied to an activity with a substantial nexus with

the taxing state; (2) the tax is fairly apportioned; (3) the tax does not discriminate against interstate commerce; and (4) the tax is related to the service provided by the state;

WHEREAS, while the Business License Ordinance conforms to the requirements of the *Complete Auto Transit* case, the parties wish to affirmatively establish the methodology for determining the “fair apportionment” prong of the *Complete Auto Transit* case;

WHEREAS, the City and the Company desire to execute an agreement (the “*Agreement*”) setting forth an appropriate protocol for determining the portion of the Company’s gross income subject to the Business License Ordinance (the “*Apportionment Rate*”) commencing with the business license tax for calendar year 2020; and

WHEREAS, the Council hereby finds and determines that the Agreement, as negotiated by the City Administrator, shall be in the best interest of the public, the parties and the citizens of the City.

Section 2 Approval of the Agreement.

The Council hereby approves the Agreement in the form attached hereto as Exhibit A, with such revisions as the City Administrator shall approve upon advice of legal counsel to carry out the intent of this resolution and memorialize the agreements of the City and the Company. The Agreement shall be executed and delivered on behalf of the City by the City Administrator and attested to by the City Clerk, and such execution and delivery shall constitute conclusive evidence of the approval of the Agreement by the City Administrator of any and all changes or revisions therein from the form of the Agreement before this meeting.

The Council shall be timely informed of the execution of the Agreement and informed as to any material deviation of terms in the current draft. The consummation of the transactions and undertakings described in the Agreement, 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. In connection with the execution and delivery of the Agreement, the City Administrator is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements (to include any necessary amendments or extensions), certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable.

Section 3. Other Documents: Ratification of Prior Actions; Limitation

Any actions previously undertaken by the City Administrator, Council or City staff in connection with the Agreement prior to the enactment of this Resolution are ratified and confirmed.

Section 4. Severability

If any one or more of the provisions of 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 impending 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.

This Resolution does not repeal or amend any provision of the Business License Ordinance; rather, this Resolution and the Agreement authorized hereunder is intended to supplement and assist the administration of the Business License Ordinance by specifically identifying the Gross Income attributable to the Company.

Section 6. Inconsistency

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

Section 7. Effect

This Resolution shall be effective immediately upon adoption by the Council.

DONE AND RESOLVED IN COUNCIL ASSEMBLED, this __th day of April, 2020.

**CITY OF GOOSE CREEK, SOUTH
CAROLINA**

(SEAL)

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

GROSS INCOME AGREEMENT

THIS GROSS INCOME AGREEMENT (this “*Agreement*”) is made and entered into as of April __, 2020 (the “*Effective Date*”), by and among the CITY OF GOOSE CREEK, SOUTH CAROLINA, a municipal corporation of the State of South Carolina (the “*City*”) acting by and through the City Council of the City (the “*City Council*”), as governing body of the City, and QUOIZEL, LLC, a New York limited liability company (the “*Company*” and together with the City, the “*Parties*” and each a “*Party*”).

RECITALS

A. The Company, a manufacturer of lighting products, maintains its corporate headquarters and certain distribution facilities within the City (collectively, the “*Facility*”).

B. Pursuant to the laws of the State of South Carolina (the “*State*”) and Ordinance No. 17-015 of the City dated July 11, 2017, as may be hereafter amended and including any future legislative enactments by the General Assembly of the State of South Carolina (the “*Business License Ordinance*”), the City has enacted and implemented a comprehensive business license program wherein all businesses located in the City are required to pay an excise tax for the privilege of doing business within the City.

C. The Business License Ordinance provides that license fees shall be based on “Gross Income,” which is defined in the Business License Ordinance as “the total revenue of a business, received or accrued, for one calendar year, without deduction for any expenses including cost of goods sold or services sold, within the city, excepting therefrom income from business done wholly outside of the city on which a license tax is paid to some other municipality or a county and fully reported to the city.”

D. The Facility is located within the City, and accordingly, the Company is subject to the Business License Ordinance and required to pay a business license tax to the City.

E. The Company has historically paid its business license taxes as a fixed gross income cap established under the terms of a letter from the City dated June 19, 1995 (the “*Letter*”) and which payments have been accepted by the City as payment in full of the business license taxes due through calendar year 2019.

F. While the City has withdrawn the Letter, the Parties have determined the definition of Gross Income, in light of all facts and circumstances and the holding in *Complete Auto Transit, Inc. v. Brady*, 430 U.S. 274 (1977), requires clarification with respect to Gross Income attributable to the Facility.

G. The Parties have determined to enter into this Agreement in order to formalize the method for properly apportioning and allocating Gross Income to the Facility under the Business License Ordinance commencing in 2020 and to provide for a refund of a portion of the payment of business license tax for the year 2020 which has been paid by the Company under protest without taking into account the apportionment method established under this Agreement.

NOW, THEREFORE, for and in consideration of the payment of the mutual promises and covenants recited herein, the sufficiency of which consideration is acknowledged by the Parties, Company and the City hereby agree as follows:

Section 1 Recitals. The foregoing recitals are incorporated herein by reference as if fully set forth at this point in the text of this Agreement.

Section 2 Term. This Agreement shall be effective as of January 1, 2020 and shall cover the business license tax calculation commencing with calendar year 2020. This Agreement shall remain in effect for a term of 15 years from the Effective Date; upon termination, the Agreement shall renew for successive one-year terms unless written notice is provided by either Party within 30 days of the end of any applicable renewal term and after the initial term of this Agreement. The Parties agree that the business license tax paid by the Company for previous years (2019 and earlier) shall not be adjusted or re-calculated under this Agreement and all such prior business license taxes paid by the Company are considered paid in-full.

Section 3 Allocation of Gross Income. (a) Based on information provided by the Company for income tax year 2018, 1.2223% of the Company's total sales are made within the State (the "*In-State Sales Proportion*") and 64.5% of the Company's payroll expenses are allocated to costs within the State (the "*In-State Payroll Proportion*" together with the In-State Sales Portion, the "*Factors*"). Accordingly, the City finds that pursuant to Section 110.010(A) of the Business License Ordinance, the Company has met its burden of demonstrating that a portion of its Gross Income should be exempt from the City's business license tax, and the Parties agree that the Factors should be averaged to determine the proportion of the Company's Gross Income that should be subject to the City's business license tax. Averaging the Factors yields an apportionment rate of 32.86% (the "*Apportionment Rate*").

(b) The Apportionment Rate shall be applied to the Company's total Gross Income as reported to the State for state income tax purposes for the immediately preceding year to determine the appropriate amount of business license tax owed by the Company to the City for the privilege of doing business within the City for the subject year.

(c) In the event that either the In-State Sales Proportion or the In-State Payroll Proportion experiences a material increase or decrease from the last year for which figures are available, the Apportionment Rate shall be automatically adjusted by averaging the Factors under the methodology provided in Section 3(a) above to determine a new Apportionment Rate. For purposes of this Agreement, a "material" increase or decrease is a change in either the In-State Sales Proportion or the In-State Payroll Proportion of 10% or more from the prior year.

Section 4 Reimbursement. (a) Pursuant to the calculations provided on Exhibit A attached hereto, (i) the Company, under protest, previously paid business license taxes of \$109,834.63 for calendar year 2020, (ii) after applying the Apportionment Rate, the Company's business license taxes for calendar year 2020 have been determined to equal \$37,565.85, and (iii) the Company shall therefore be entitled to a refund of \$72,268.78.

(b) Such refund shall be paid by the City to the Company within ten business days of the execution of this Agreement and such amount shall represent the entire amount of the applicable

refund due to the Company; by accepting such amount, the Company waives and disclaims any rights to set-off, accrued interest or other earnings attributable to the rebated funded while in the possession of the City.

(c) The calculation provided on Exhibit A is provided for the sole purpose of determining the amount of the applicable rebate due to the Company for business license taxes paid in 2020. Other than the Apportionment Rate and its limited application to the Company's Gross Income, nothing herein or on Exhibit A shall be interpreted or determined by the Parties as the limiting, curtailing or effecting the applicable rates, classes, codes, percentages or collection factors established under the Business License Ordinance, including any amendments thereto.

Section 5 Limited Application. This Agreement has been made for the limited purpose of determining the Company's Gross Income under the Business License Ordinance. Other than applying the Apportionment Rate (or a new Apportionment Rate, as applicable) to the Company's Gross Income, nothing herein shall be construed to limit, amend or modify the terms of the Business License Ordinance.

Section 6 Representations and Warranties. (a) The City hereby makes the following representations and warranties to the Company:

(i) The City is a South Carolina municipal corporation and is duly authorized to meet, perform and provide the agreements provided in this Agreement.

(ii) This Agreement has been duly authorized and approved by the City Council.

(iii) The party signing this Agreement on the City's behalf is duly and legally authorized to execute this Agreement and bind the City to its terms.

(iv) The City will diligently perform and take all steps and actions necessary to perform its duties and obligations under this Agreement.

(b) Company hereby makes the following representations and warranties to the City:

(i) The Company is a duly authorized New York limited liability company and is duly authorized to meet, perform and provide the agreements provided in this Agreement.

(ii) This Agreement has been duly authorized and approved by parties required to bind Company to a particular course of action.

(iii) The party signing this Agreement on Company's behalf is duly and legally authorized to execute this Agreement and bind the Company to its terms.

(iv) The Company will diligently perform and take all steps and actions necessary to perform its duties and obligations under this Agreement.

(v) The Company is authorized to do business within the State and is in good standing with the South Carolina Secretary of State.

Section 7 Remedies. In the event of any default in or breach of any terms or conditions of this Agreement by any party, or a reasonably anticipated default or breach of any terms or conditions of this Agreement by any party, the defaulting or breaching party shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and shall in any event, within fifteen (15) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party shall be entitled to all rights and remedies available at law or in equity, including, but not limited to, being fully reimbursed on demand for all of the expenses and costs incurred in connection with curing the default, or anticipated default, on behalf of the defaulting party, and may also institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to proceedings to compel specific performance by the defaulting or breaching party. The Parties further agree that the other party shall have the right and power to institute and prosecute proceedings to enjoin the threatened or attempted violation of any clauses contained herein.

Further, nothing herein shall prohibit or be construed to prohibit the City from exercising any and all enforcement rights under the Business License Ordinance.

Section 8 Amendment. This Agreement may be amended only by a written agreement executed by the Parties and delivered as set forth in the notice section herein. An automatic adjustment to the Apportionment Rate under Section 3(c) herein shall not be considered an amendment to this Agreement.

Section 9 Notices. All notices, requests, demands, and other communications hereunder will be in writing and will be deemed to have been duly given: (a) if by transmission by hand delivery, when delivered; (b) if mailed via the official governmental mail system, five business days after mailing, *provided* said notice is sent first class, postage pre-paid, via certified or registered mail, with a return receipt requested; (c) if mailed by an internationally recognized overnight express mail service such as Federal Express, UPS, DHL Worldwide or a similar organization, one Business Day after deposit therewith prepaid; or (d) by e-mail upon delivery with receipt confirmed. All notices will be addressed to the parties at the respective addresses as follows:

If to the City:

City of Goose Creek
Attn: City Administrator
519 N. Goose Creek Blvd (in-person)
P.O. Drawer 1768 (by-mail)
Goose Creek, SC 29445

With a copy to:

Pope Flynn, LLC
Attn: Lawrence Flynn
1411 Gervais Street, Suite 300 (in-person)
P.O. Box 11509 (by-mail)
Columbia., SC 29201 (29206)

If to the Company:

Quiozel, LLC
Attn: Chief Financial Officer
6 Corporate Parkway
Goose Creek, SC 29445

Either Party by notice given hereunder, may designate any further or different address as to which subsequent notices, certificates, requests, or other communications shall be sent.

Section 10 Binding; Choice of Law. This Agreement is binding upon the Parties' representatives, assigns and successors. This Agreement shall be taken and deemed to have been fully executed and made by the Parties herein and governed by the laws of the State.

Section 11 Entire Agreement. The Parties agree that this Agreement constitutes the entire Agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement shall be amended only in writing, and effective when signed by the authorized agents of the Parties.

Section 12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

Section 13 Severability. In the event that any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision.

Section 14 Assignment. This Agreement may not be assigned without the express written consent of both Parties hereto.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

CITY OF GOOSE CREEK, SOUTH CAROLINA

By: _____
Print Name: _____
Title: _____

QUIOZEL, a New York Limited Liability Company

By: _____
Print Name: _____
Title: _____

EXHIBIT A

Goose Creek Business License 2020 – Calculation Methodology/Rebate

2020 Business License Taxes – As Paid (Under Protest)

Gross Income Under 2019 Tax Return = \$83,441,029.88

<u>Amount</u>	<u>Rate (per \$1,000)</u>	<u>Percentage(%)</u>	<u>Collection Factor (per \$1,000)</u>	<u>Amount Payable</u>
First \$2,000	n/a	n/a	n/a	\$40.00
Next \$998,000	\$2.15	100.00	\$2.15	2,145.70
Next \$1,000,000	2.15	90.00	1.94	1,940.00
Next \$1,000,000	2.15	80.00	1.72	1,720.00
Next \$1,000,000	2.15	70.00	1.51	1,510.00
<u>Final \$79,441,029.88</u>	2.15	60.00	1.29	<u>102,478.93</u>
\$83,441,029.88				\$109,834.63

2020 Business License Taxes – Revised per the Agreement

Gross Income Under 2019 Tax Return = \$83,441,029.88
Apportionment Factor = 32.86%
Sales Subject to Business License Taxes \$27,418,722.42

<u>Amount</u>	<u>Rate (per \$1,000)</u>	<u>Percentage(%)</u>	<u>Collection Factor (per \$1,000)</u>	<u>Amount Payable</u>
First \$2,000	n/a	n/a	n/a	\$40.00
Next \$998,000	\$2.15	100.00	\$2.15	2,145.70
Next \$1,000,000	2.15	90.00	1.94	1,940.00
Next \$1,000,000	2.15	80.00	1.72	1,720.00
Next \$1,000,000	2.15	70.00	1.51	1,510.00
<u>Final \$23,418,722.42</u>	2.15	60.00	1.29	<u>30,210.15</u>
\$27,418,722.42				\$37,565.85

Rebate due on 2020 Business License Taxes

Amount Paid = \$109,834.63
Amount Due (under Agreement) = 37,565.85
Rebate Amount = \$72,268.78

GROSS INCOME AGREEMENT

THIS GROSS INCOME AGREEMENT (this “*Agreement*”) is made and entered into as of April __, 2020 (the “*Effective Date*”), by and among the CITY OF GOOSE CREEK, SOUTH CAROLINA, a municipal corporation of the State of South Carolina (the “*City*”) acting by and through the City Council of the City (the “*City Council*”), as governing body of the City, and QUOIZEL, LLC, a New York limited liability company (the “*Company*” and together with the City, the “*Parties*” and each a “*Party*”).

RECITALS

A. The Company, a manufacturer of lighting products, maintains its corporate headquarters and certain distribution facilities within the City (collectively, the “*Facility*”).

B. Pursuant to the laws of the State of South Carolina (the “*State*”) and Ordinance No. 17-015 of the City dated July 11, 2017, as may be hereafter amended and including any future legislative enactments by the General Assembly of the State of South Carolina (the “*Business License Ordinance*”), the City has enacted and implemented a comprehensive business license program wherein all businesses located in the City are required to pay an excise tax for the privilege of doing business within the City.

C. The Business License Ordinance provides that license fees shall be based on “Gross Income,” which is defined in the Business License Ordinance as “the total revenue of a business, received or accrued, for one calendar year, without deduction for any expenses including cost of goods sold or services sold, within the city, excepting therefrom income from business done wholly outside of the city on which a license tax is paid to some other municipality or a county and fully reported to the city.”

D. The Facility is located within the City, and accordingly, the Company is subject to the Business License Ordinance and required to pay a business license tax to the City.

E. The Company has historically paid its business license taxes as a fixed gross income cap established under the terms of a letter from the City dated June 19, 1995 (the “*Letter*”) and which payments have been accepted by the City as payment in full of the business license taxes due through calendar year 2019.

F. While the City has withdrawn the Letter, the Parties have determined the definition of Gross Income, in light of all facts and circumstances and the holding in *Complete Auto Transit, Inc. v. Brady*, 430 U.S. 274 (1977), requires clarification with respect to Gross Income attributable to the Facility.

G. The Parties have determined to enter into this Agreement in order to formalize the method for properly apportioning and allocating Gross Income to the Facility under the Business License Ordinance commencing in 2020 and to provide for a refund of a portion of the payment of business license tax for the year 2020 which has been paid by the Company under protest without taking into account the apportionment method established under this Agreement.

NOW, THEREFORE, for and in consideration of the payment of the mutual promises and covenants recited herein, the sufficiency of which consideration is acknowledged by the Parties, Company and the City hereby agree as follows:

Section 1 Recitals. The foregoing recitals are incorporated herein by reference as if fully set forth at this point in the text of this Agreement.

Section 2 Term. This Agreement shall be effective as of January 1, 2020 and shall cover the business license tax calculation commencing with calendar year 2020. This Agreement shall remain in effect for a term of 15 years from the Effective Date; upon termination, the Agreement shall renew for successive one-year terms unless written notice is provided by either Party within 30 days of the end of any applicable renewal term and after the initial term of this Agreement. The Parties agree that the business license tax paid by the Company for previous years (2019 and earlier) shall not be adjusted or re-calculated under this Agreement and all such prior business license taxes paid by the Company are considered paid in-full.

Section 3 Allocation of Gross Income. (a) Based on information provided by the Company for income tax year 2018, 1.2223% of the Company's total sales are made within the State (the "***In-State Sales Proportion***") and 64.5% of the Company's payroll expenses are allocated to costs within the State (the "***In-State Payroll Proportion***" together with the In-State Sales Portion, the "***Factors***"). Accordingly, the City finds that pursuant to Section 110.010(A) of the Business License Ordinance, the Company has met its burden of demonstrating that a portion of its Gross Income should be exempt from the City's business license tax, and the Parties agree that the Factors should be averaged to determine the proportion of the Company's Gross Income that should be subject to the City's business license tax. Averaging the Factors yields an apportionment rate of 32.86% (the "***Apportionment Rate***").

(b) The Apportionment Rate shall be applied to the Company's total Gross Income as reported to the State for state income tax purposes for the immediately preceding year to determine the appropriate amount of business license tax owed by the Company to the City for the privilege of doing business within the City for the subject year.

(c) In the event that either the In-State Sales Proportion or the In-State Payroll Proportion experiences a material increase or decrease from the last year for which figures are available, the Apportionment Rate shall be automatically adjusted by averaging the Factors under the methodology provided in Section 3(a) above to determine a new Apportionment Rate. For purposes of this Agreement, a "material" increase or decrease is a change in either the In-State Sales Proportion or the In-State Payroll Proportion of 10% or more from the prior year.

Section 4 Reimbursement. (a) Pursuant to the calculations provided on Exhibit A attached hereto, (i) the Company, under protest, previously paid business license taxes of \$109,834.63 for calendar year 2020, (ii) after applying the Apportionment Rate, the Company's business license taxes for calendar year 2020 have been determined to equal \$37,565.85, and (iii) the Company shall therefore be entitled to a refund of \$72,268.78.

(b) Such refund shall be paid by the City to the Company within ten business days of the execution of this Agreement and such amount shall represent the entire amount of the applicable

refund due to the Company; by accepting such amount, the Company waives and disclaims any rights to set-off, accrued interest or other earnings attributable to the rebated funded while in the possession of the City.

(c) The calculation provided on Exhibit A is provided for the sole purpose of determining the amount of the applicable rebate due to the Company for business license taxes paid in 2020. Other than the Apportionment Rate and its limited application to the Company's Gross Income, nothing herein or on Exhibit A shall be interpreted or determined by the Parties as the limiting, curtailing or effecting the applicable rates, classes, codes, percentages or collection factors established under the Business License Ordinance, including any amendments thereto.

Section 5 Limited Application. This Agreement has been made for the limited purpose of determining the Company's Gross Income under the Business License Ordinance. Other than applying the Apportionment Rate (or a new Apportionment Rate, as applicable) to the Company's Gross Income, nothing herein shall be construed to limit, amend or modify the terms of the Business License Ordinance.

Section 6 Representations and Warranties. (a) The City hereby makes the following representations and warranties to the Company:

(i) The City is a South Carolina municipal corporation and is duly authorized to meet, perform and provide the agreements provided in this Agreement.

(ii) This Agreement has been duly authorized and approved by the City Council.

(iii) The party signing this Agreement on the City's behalf is duly and legally authorized to execute this Agreement and bind the City to its terms.

(iv) The City will diligently perform and take all steps and actions necessary to perform its duties and obligations under this Agreement.

(b) Company hereby makes the following representations and warranties to the City:

(i) The Company is a duly authorized New York limited liability company and is duly authorized to meet, perform and provide the agreements provided in this Agreement.

(ii) This Agreement has been duly authorized and approved by parties required to bind Company to a particular course of action.

(iii) The party signing this Agreement on Company's behalf is duly and legally authorized to execute this Agreement and bind the Company to its terms.

(iv) The Company will diligently perform and take all steps and actions necessary to perform its duties and obligations under this Agreement.

(v) The Company is authorized to do business within the State and is in good standing with the South Carolina Secretary of State.

Section 7 Remedies. In the event of any default in or breach of any terms or conditions of this Agreement by any party, or a reasonably anticipated default or breach of any terms or conditions of this Agreement by any party, the defaulting or breaching party shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and shall in any event, within fifteen (15) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party shall be entitled to all rights and remedies available at law or in equity, including, but not limited to, being fully reimbursed on demand for all of the expenses and costs incurred in connection with curing the default, or anticipated default, on behalf of the defaulting party, and may also institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to proceedings to compel specific performance by the defaulting or breaching party. The Parties further agree that the other party shall have the right and power to institute and prosecute proceedings to enjoin the threatened or attempted violation of any clauses contained herein.

Further, nothing herein shall prohibit or be construed to prohibit the City from exercising any and all enforcement rights under the Business License Ordinance.

Section 8 Amendment. This Agreement may be amended only by a written agreement executed by the Parties and delivered as set forth in the notice section herein. An automatic adjustment to the Apportionment Rate under Section 3(c) herein shall not be considered an amendment to this Agreement.

Section 9 Notices. All notices, requests, demands, and other communications hereunder will be in writing and will be deemed to have been duly given: (a) if by transmission by hand delivery, when delivered; (b) if mailed via the official governmental mail system, five business days after mailing, *provided* said notice is sent first class, postage pre-paid, via certified or registered mail, with a return receipt requested; (c) if mailed by an internationally recognized overnight express mail service such as Federal Express, UPS, DHL Worldwide or a similar organization, one Business Day after deposit therewith prepaid; or (d) by e-mail upon delivery with receipt confirmed. All notices will be addressed to the parties at the respective addresses as follows:

If to the City:

City of Goose Creek
Attn: City Administrator
519 N. Goose Creek Blvd (in-person)
P.O. Drawer 1768 (by-mail)
Goose Creek, SC 29445

With a copy to:

Pope Flynn, LLC
Attn: Lawrence Flynn
1411 Gervais Street, Suite 300 (in-person)
P.O. Box 11509 (by-mail)
Columbia., SC 29201 (29206)

If to the Company:

Quiozel, LLC
Attn: Chief Financial Officer
6 Corporate Parkway
Goose Creek, SC 29445

Either Party by notice given hereunder, may designate any further or different address as to which subsequent notices, certificates, requests, or other communications shall be sent.

Section 10 Binding; Choice of Law. This Agreement is binding upon the Parties' representatives, assigns and successors. This Agreement shall be taken and deemed to have been fully executed and made by the Parties herein and governed by the laws of the State.

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[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

CITY OF GOOSE CREEK, SOUTH CAROLINA

By: _____
Print Name: _____
Title: _____

QUIOZEL, a New York Limited Liability Company

By: _____
Print Name: _____
Title: _____

EXHIBIT A

Goose Creek Business License 2020 – Calculation Methodology/Rebate

2020 Business License Taxes – As Paid (Under Protest)

Gross Income Under 2019 Tax Return = \$83,441,029.88

<u>Amount</u>	<u>Rate (per \$1,000)</u>	<u>Percentage(%)</u>	<u>Collection Factor (per \$1,000)</u>	<u>Amount Payable</u>
First \$2,000	n/a	n/a	n/a	\$40.00
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\$83,441,029.88				\$109,834.63

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\$27,418,722.42				\$37,565.85

Rebate due on 2020 Business License Taxes

Amount Paid = \$109,834.63
Amount Due (under Agreement) = 37,565.85
Rebate Amount = \$72,268.78

DEPARTMENT REPORTS

CITY ADMINISTRATOR'S REPORT



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

**Administration
Department**

Daniel Moore

INTERIM CITY
ADMINISTRATOR

519 N. GOOSE CREEK BOULEVARD
P.O. DRAWER 1768
GOOSE CREEK, SC 29445-1768
TEL (843) 797-6220 EXT. 1112
FAX (843) 863-5208

TO: Mayor and City Council
DATE: May 12, 2020
SUBJECT: Request to Purchase – Police Department – K9
Up Fit – Dodge Durango (x2)

Please find attached request from the Police Chief related to purchasing the required equipment to up fit two Dodge Durangos for K9s.

Staff requests to purchase the equipment from **TriCounty Upfitters** and the associated K9 kennel cages from **First Light Custom Builders**, for the amount of **\$30,955.86**.

This purchase is included in the FY2020 Police Department Budget under line items 780-7826 – Small Equipment Purchase.

Please call or stop by City Hall if you have any questions. Your favorable consideration of this request will be appreciated.

Respectfully submitted,

Daniel Moore



LJ Roscoe
CHIEF OF POLICE

519 N. GOOSE CREEK BOULEVARD
PO DRAWER 1768
GOOSE CREEK, SC 29445-1768
TEL (843) 863-5200 EXT. 2561
ljroscoe@cityofgoosecreek.com

Mr. Daniel Moore
Interim City Administrator
City of Goose Creek

April 27, 2020

On behalf of the police department, I respectfully request the approval of the required equipment to up fit the K9 Durangos. All of the equipment with the exception of the K9 kennel cages will be purchased and installed through TriCounty Upfitters. The K9 kennel cages are going to be custom made by First Light Custom Builders in North Carolina.

At this time, I would respectfully request that permission be granted for the police department to purchase the equipment for the K9 Durangos. The total cost is \$30,955.86 and was previously approved in the budget.

Sincerely,

LJ Roscoe
Chief of Police

Tricounty Upfitters
 4592 Toney Bay Road
 Holly Hill, SC 29059
 (843) 771-9418
 invoices@tricountyupfitters.com
 www.tricountyupfitters.com



ADDRESS

Lt. Joshua Battista
 Goose Creek Police Department
 519 N. Goose Creek Blvd
 Goose Creek, SC 29445

SHIP TO

Lt. Joshua Battista
 Goose Creek Police Department
 519 N. Goose Creek Blvd
 Goose Creek, SC 29445

Estimate 20-0085

DATE 03/09/2020

EXPIRATION DATE 05/08/2020

VIN/CAR #

Marked K9 Durango

QUANTITY	ACTIVITY	RATE	AMOUNT
1	CONTRACT South Carolina State Contract Number 4400012373	0.00	0.00
1	FS-ALGT53-3777076 53" Allegiant Lightbar - Blue w/ White Flood, Blue w/ Amber Signalmaster	1,299.99	1,299.99
1	FS-HKB-MAL7 2011-2019 Dodge Durango Hook Kit	0.00	0.00
1	FS-PF200R Pathfinder Siren - Remote	699.99	699.99
1	FS-ES100C Dynamax Speaker - 100watt	139.00	139.00
1	FS-ESB-DUR15 Dynamax Bracket - 2019+ Durango w/ 2 Light Bracket (not included)	0.00	0.00
1	FS-OBDCABLE25-DGCAN 25ft OBDII Interface Cable - 2018 Dodge Charger and Durango Pursuit	109.45	109.45
1	FS-RBKIT1 Single Rumber Woofer	164.45	164.45
1	FS-RB-DUR19 2019+ Dodge Durango Rumbler Brackets, Pair	27.50	27.50

We appreciate your business.

QUANTITY	ACTIVITY	RATE	AMOUNT
2	FS-MPS652-BA MicroPulse 6, Dual Color - Hood / Grille Mount (Blue/Amber) (Tag Lights, Mode 1 - Flash B, Mode 2 - Flash B/A)	92.95	185.90
4	FS-MPS620U-BW MicroPulse 6 Ultra, Dual Color - Surface Mount (Blue/White) (Push Bumper Front/Side, Mode 1 - Flash BW)	92.95	371.80
2	FS-MPSW9-BW MicroPulse - 9 LED Wide Angle Warning (Blue/White) (Mirror Lights, Mode 1 - Flash B/W, Mode 2 - Alley)	127.05	254.10
1	FS-MPSMW9-DUR15MIR MicroPulse 9 Wide Angle, Side Mirror Mounting brackets, 2016+ Dodge Durango/RAM, pair	19.25	19.25
2	FS-XSM2-BRW SpectraLux Dual XStream, Blue/White/Red (Rear Quarter Glass)	169.00	338.00
2	FS-416910-B Single Corner LED - Single Color, Blue (Mounted in Brake lights)	59.95	119.90
1	GJ-7170-0721-02 Gamber Johnson - 2018+ Dodge Durango Console, w/ Cup Holder and Printer ArmRest Kit	495.00	495.00
1	GJ-7160-0321 Gamber Johnson - Motorola XTL 5000/2500 Control Head Faceplate	0.00	0.00
1	GJ-18629 Gamber Johnson - FS Pathfinder 200 Control Head Faceplate	0.00	0.00
1	GJ-7160-0323 2011+ Dodge Durango Base Plate	89.99	89.99
1	GJ-7160-0178 Gamber Johnson - 7" Center Upper Pole Assembly	55.99	55.99
1	GJ-DS-LOWER-9 Gamber Johnson - 9" Lower Pole Base	36.99	36.99
1	GJ-7160-0220 Gamber Johnson - Mongoose 9" Locking Slide Arm w/ 360 degree clevis	209.99	209.99
1	GJ-7160-0230 Gamber Johnson - Short Support Brace	46.99	46.99
1	GJ-7160-0882-00 Gamber Johnson - Dell Laptop (Ruggedized Latitude) Dock, No RF	489.99	489.99
1	Misc-TripleCig Triple Cigarette Plug, Mounts to side of Console	21.99	21.99
1	STL-75834 Streamlight Stinger DS LED w/ 12v Piggyback Charger	126.99	126.99

We appreciate your business.

QUANTITY	ACTIVITY	RATE	AMOUNT
1	ACE-HP-5020 K9 Hot-N-Pop PRO Temperature Alarm & Door Opening System w/ horn activation, siren activation, light activation, dual window drop and one door pop remote w/ holster	1,324.98	1,324.98
1	ACE-HA-RBM-27 Ace K9 Remote Pager Module for Heat Alarm Pro w/ roof mounted antenna kit, 10" fiberglass mast w/ mount, coax, and connector	350.99	350.99
1	ACE-HA-FWG-10 Ace K9 - Heavy Duty Fan Guard for use with 10-inch fan (Fan not included)	105.99	105.99
1	ACE-HA-FKT-10-P 10" Fan, Activation Module, Manual Switch & Materials	349.99	349.99
1	GR-5201T-2L72 Go Rhino! - 2019-2020 Dodge Durango (Pursuit) Push Bumper w/ 2 MicroPulse 6 Ultra's (not included), Steel, Textured	339.99	339.99
1	SET-TK0252DUR11 2019+ Dodge Durango - Cargo Box w/ Stand and Key Lock	849.99	849.99
1	Pan-GPSD 5 in 1 Sharkfin Antenna, 2-LTE, 2 WiFi, 1 GPS, Black	295.00	295.00
1	TS-32836 3/4" Brass Mount, 17 feet, Mini UHF Installed	22.81	22.81
1	TS-386825 760 - 870 MHz Phantom Antenna, Black	49.99	49.99
1	MM-MMSU1 Magnetic Microphone Clip	34.95	34.95
1	Graphics Graphics Package - Mr. Sign	675.00	675.00
1	Installation Installation of above equipment. Also includes installation for the following customer supplied equipment: AXON in-car video system, Cradle Point, APX Radio, Printer and Scanner	2,500.00	2,500.00
1	Supplies Installation Supplies	150.00	150.00
1	Freight Freight Charges	325.00	325.00

This estimate is good for 60 days from the date above.

I hereby authorize Tricounty Upfitters to perform the above

We appreciate your business.

work; to be done with the necessary materials and grant permission to operate car/truck herein described on streets or highways for the purpose of testing.

TOTAL **\$12,677.93**

Add K-9 containment system 2,800.00

Accepted By

Accepted Date

15,477.93

x 2

\$ 30,955.86

MAYOR'S REPORT

MONTHLY DEPARTMENT REPORT

City of Goose Creek Administration Department
Monthly Report
April 2020

Business Licenses Issued

License Type	Issued	Fee	Gross Sales Reported	YTD Issued	YTD Fees	YTD Gross Sales Reported
Inside City	39	\$ 18,481	\$ 8,770,696	896	\$ 1,685,629	\$ 1,249,208,237
Outside City	105	60,595	13,922,716	1,082	1,106,915	225,670,829
NWS Contracts	1	55	2,000	14	28,847	6,893,065
MASC Ins & Telecom	-	-	-	111	70,617	7,061,495
Prior Yrs.	11	4,006	520,897	114	30,863	17,879,662
Totals	156	\$ 83,137	\$ 23,216,309	2,217	\$ 2,922,871	\$ 1,506,713,288

Licenses Issued to New Commercial Businesses Inside the City

Name	Address	Type
Harvey Counseling Service LLC	105 Central Avenue Bldg 200 #17	5(counseling services)

Building Permits Issued

	Issued	Fees	Construction Costs	YTD Issued	YTD Fees	YTD Construction Costs
Express	10	\$ 10,552	\$ 2,434,636	116	\$ 134,503	\$ 19,756,413
Building	77	12,296	2,270,595	269	65,993	10,357,977
Misc Permits	48	2,614	327,183	169	13,315	3,572,790
Plan Review	38	9,506	-	304	80,847	-
Totals	173	\$ 34,968	\$ 5,032,414	858	\$ 294,658	\$ 33,687,180

Commercial Construction in Progress

Contractor Name	Address	Project
Linden Construction	2006 N Main Street	Shopping Plaza
O'Brien & Gere Inc. of North America	435 Old Mt Holly Road	Manufacturing Plant
CF Evans Construction Company LLC	11000 Eagle Hall Lane	Apartment Complex
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
April 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)	1	45
Mackey Farms	1	11
Marrington Villas (Cobblestone)	0	0
Medway Landing	5	15
Miscellaneous	0	6
Sophia Landing	0	9
Carnes Crossroads	3	30
TOTALS	<u>10</u>	<u>116</u>

Hospitality Fees Collected

	<u>Current Month</u>	<u>YTD</u>	<u>Fund Balance</u>
Total Fees Collected	\$ 135,022	\$ 446,983	\$ 387,655

Berkeley County Water & Sanitation Payments Collected at City Hall

	<u>Current Month</u>	<u>YTD</u>
Number of Payments Collected	1,540	6,939
Total Receipts Collected	\$ 81,317	\$ 400,146

MUNICIPAL COURT MONTHLY REPORT
Report For April 1st, 2020 to April 30th, 2020

Cases Filed

Criminal	153	
Traffic	372	
City Ordinance	4	
Parking	27	
Total Filed Violations	556	

Bench Trials Scheduled

Criminal	0	
Traffic	0	
City Ordinance	0	
Parking	0	
Total Scheduled	0	

Case Disposition

Guilty	0	
Not Guilty	0	
Continued	0	
Dismissed for Plea Agreement (Ticket Re-Write)	0	
Dismissed by Judge	0	
Dismissed for Deceased	0	
Dismissed for Compliance	0	
Dismissed by Officer	0	
Dismissed - Lack of Prosecution	0	
Entered into the PTI Program	0	
Voided	0	
Nolle Pros	0	
Transferred to Youth Court	0	
Transferred to Magistrate	0	
Transferred to General Sessions	54	
Disposition Totals	54	

Fines, Fees and Assessments Collected

Fines Retained by the City	\$10,031.81	
Fees and Assessments Forwarded to the State	\$15,231.50	
Victim's Assistance Fund	\$1,712.58	
Total Fines, Fees, and Assessments Paid	\$26,975.89	

Bench Warrants

Issued	0	
Cleared	1	
Change in Total Warrants	-1	

Jury Trials

		Up / (Down)			(Previous Month)
April					
Requested	0	(100.0%)	Requested	3	
Scheduled	0	(100.0%)	Scheduled	14	
Continued	11	(45.0%)	Continued	20	
Disposed	0	(100.0%)	Disposed	5	
Pending Total	31	0.0%	Previous Pending Total	31	

City of Goose Creek
Maintenance Division Monthly Report
April 2020

DESCRIPTION	APRIL	Y.T.D
Vehicle Usage		
Vehicle Mileage.....	3,203	7,424
Fuel Consumption (Diesel).....	0	0
Fuel Consumption (Unleaded).....	115	492
Ground Maintenance		
Drainage/Maintenance Activities (Approximate Hours).....	648	2,424
Solid Waste Collection (Hours).....	8	32
Drainage Maintenance (Hours).....	40	176
Building, Grounds, Special Projects (Hours).....	600	2,216
Road and Bike Trail Maintenance (Hours).....	0	0
Road Maintenance		
Road Maintenance Request (Total).....	19	50
SCDOT (new request).....	8	16
County (new request).....	11	34
Road Maintenance Requests Corrected.....	20	49
Street Signs Replaced/Erected/Repaired.....	4	20
Ditch Maintenance		
Ditch Maintenance Request.....	3	19
SCDOT.....	2	8
County.....	1	11
Ditch Maintenance Corrected.....	0	21

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

DESCRIPTION	APRIL	Y.T.D
Sanitation:		
Vehicle Usage:		
Vehicle Mileage.....	11,465	29,424
Fuel Consumption (Diesel).....	1,438	7,039
Garbage Removal:		
Household Garbage (Tons).....	1,321	4,496
Yard Debris (Tons).....	577	1,409
Construction Debris (Tons).....	196	543
Side Door Collections.....	0	36
Dead Animal Removed From Streets.....	9	28
Code Enforcement:		
Vehicle Usage:		
Vehicle Mileage.....	0	2,399
Fuel Consumption (Unleaded).....	0	163
Inspection/Violations:		
Code Inspections (Complaints)	0	8
Code Inspections.....	0	1,655
Code Violations Corrected	0	409
Code Violations Pending.....	0	N/A
Inoperable/Unlicensed Vehicles Cited.....	0	88
Inoperable/Unlicensed Vehicles Cleared.....	0	64
Summons Issued.....	0	15

City of Goose Creek
Water Division Monthly Report
April 2020

DESCRIPTION	APRIL	Y.T.D
Water Usage:		
Total Consumption (M.G.).....	79.35	291.38
Max Daily Flow (M.G.D.).....	3.30	3.3
Min Daily Flow (M.G.D.).....	2.19	1.69
Daily Average (M.G.D.).....	2.64	2.43
Account Services:		
New Customers.....	45	276
Close Outs.....	56	312
Adjustments:.....	2	27
Account Arrangements.....	6	118
Clerical Errors.....	6	32
Temporary Services.....	13	54
Turn-Offs...(Sewer).....	0	325
Turn-Offs... (Non-Payment, Bad Checks, No Deposit).....	0	601
Maintenance Services:		
Repair Broken Water Mains.....	0	3
Investigate Service Leaks.....	36	152
Repair Service Leaks.....	12	26
Locate Lines	530	1058
Change Meters.....	68	186
Service Line Replacement	0	0
Meter Box Maintenance and Repair.....	4	17
Valve Replacement	0	0
Fire Hydrant Replacement/Installs/Repairs.....	0	7
Install Taps.....	49	112
Site Restorations	1	3
Vehicle Usage:		
Vehicle Mileage.....	7,703	20,778
Fuel Consumption (Gallons).....	226	1,061

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

	TOTAL	YTD
Fire		
FIRST REPONDER	204	402
HAZMAT	5	11
CANCELLED ENROUTE	38	75
FALSE ALARM	24	48
SERVICE CALL	24	60
FIRE	14	26
SPECIAL INCIDENT	2	4
Total Fire Calls	311	626
EMS		
Patients Seen	182	604
Patients Transported	160	522
No Transports	22	82
Cancel/False	23	83
TOTAL EMS CALLS	205	688
Average Response Time	7:13	
Man Hours	420	
TRAINING HOURS - Daily and Specialized	236	1186
PUBLIC EDUCATION	4	4
SMOKE DETECTOR DISTRIBUTION/INSTALLATION	0	0
BUILDING INSPECTIONS		
Slab Plumbing	22	63
Slab/Mono Slab/Footings	30	88
Sheathing	39	93
Mech/Elect/Plumb/Gas Roughs/Finals	245	464
Framing	103	165
Insulation	39	81
Electrical Final/Release	57	116
Gas Final/Release	43	79
Building Final/CO	49	102
Courtesy/Misc (Sunroom, Windows, Roofs)	48	72
Building Safety	3	10
TOTAL	678	1333

Goose Creek Police Department
April 2020 Monthly Report

Offenses/Incidents Investigated
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Crimes Against Persons	Inc. Month	Inc. YTD	Vs. Last Y.T.D.	Change %
Homicide / Manslaughter	2	2	0	#DIV/0!
Aggravated Assault	2	17	17	0.0%
Simple Assault	19	105	96	9.4%
Intimidation	4	20	31	-35.5%
Criminal Domestic Violence	34	96	59	62.7%
Criminal Sexual Conduct	0	20	13	53.8%
Armed Robbery	3	5	3	66.7%
Strong Arm Robbery	0	2	0	#DIV/0!
Fraud / Forgery-Financial	15	77	99	-22.2%
Kidnapping / Abduction	0	1	1	0.0%
Drug Related Violations	48	177	177	0.0%
Disorderly / Disturbing School	0	2	7	-71.4%
Unlawful Use of Telephone	1	10	13	-23.1%
Resisting Arrest	1	12	3	300.0%
Indecent Exposure	1	1	2	-50.0%
Crimes Against Property	Inc. Month	Inc. YTD	Vs. Last Y.T.D.	Change %
Burglary / B & E	13	38	49	-22.4%
Grand Larceny (Vehicles)	7	29	19	52.6%
Petit / Grand Larceny	31	131	87	50.6%
Theft from Motor Vehicles	16	109	55	98.2%
Shoplifting	28	138	47	193.6%
Vandalism	16	70	70	0.0%
Trespassing	3	22	22	0.0%
Receiving Stolen Goods	2	5	10	-50.0%
Possession of Stolen Auto	1	2	4	-50.0%
Arson	1	2	1	100.0%
Traffic	Inc. Month	Inc. YTD	Vs. Last Y.T.D.	Change %
Driving Under the Influence (DUI)	8	40	52	-23.1%
Other	Inc. Month	Inc. YTD	Vs. Last Y.T.D.	Change %
Bench Warrant Cases	0	6	3	100.0%
Alcohol Violations	2	23	35	-34.3%
Weapons Violations	6	25	14	78.6%
Totals	264	1,190	994	19.7%

Goose Creek Police Department
April 2020 Monthly Report

General Service Delivery

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Total Calls for Police Service	4,710	17,539	21,687	-19.1%
Service Response Time Average				
Emergency	2:07	2:22	2:57	-19.8%
Non-emergency	5:32	4:23	6:47	-35.4%

Traffic Collisions

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Traffic Collisions	74	468	606	-22.8%
Injured	13	114	208	-45.2%
Killed	0	0	0	#DIV/0!

Traffic Enforcement

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Number of Traffic Stops	537	3,306	4,880	-32.3%
Citations	444	3,361	4,668	-28.0%
Warnings	230	1,364	2,331	-41.5%

Animal Services

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Total Calls for Service	92	447	519	-13.9%
Total Animals Handled	23	117	108	8.3%

Records Services

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Walk-ins	188	1,093	1,722	-36.5%
External Calls	292	1,401	1,794	-21.9%
Internal Calls	187	890	1,018	-12.6%
Reports Disseminated	41	186	173	7.5%
Fingerprinting Services	34	146	160	-8.8%

Goose Creek Police Department
April 2020 Monthly Report

Criminal Investigations

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Cases Assigned	38	162	126	28.6%
Cases Cleared by Arrest	8	37	23	60.9%
Cases Exceptionally Cleared	6	32	25	28.0%
Cases Administratively Closed	13	46	36	27.8%
Cases Unfounded	3	24	29	-17.2%
Evidence Items Received	321	951	1,055	-9.9%

Victim Services

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Crime Victims / Witnesses Served	51	299	255	17.3%

Training Activities

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Formal Training Hours	644	4,608	3,856	19.5%
In Service / Roll Call Training Hours	735	6,229	6,808	-8.5%
Total Monthly Training Hours	6,964	10,193	10,684	-4.6%

Crime Prevention Services

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Neighborhood Crime Watch Meetings	0	1	2	-50.0%
Business Contacts	3	18	26	-30.8%
Telephone Contacts / Emails	13	136	184	-26.1%

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 %
Bicycle Patrol Hours	11	11	97	-88.7%

Communications

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
911 Calls Received	1,220	5,216	5,098	2.3%
Walk-in Customers Served	771	3,102	2,305	34.6%
Total Number of Calls Held	149	660	545	21.1%

(Total # of calls for service held before officer is available for dispatch)

Goose Creek Police Department
April 2020 Monthly Report

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	37	-62.2%
Arrests				
Juvenile	0	8	13	-38.5%
Adults	0	0	2	-100.0%

**Golf Department
Monthly Report
March 2020**

MEMBERSHIP TOTALS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
GOLF Members	129	131	139	136									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									10,698
GOLF REVENUE	72,037	73,380	111,397	37,947									294,760.55
PRO SHOP REVENUE	4,457	5,892	7,936	3,965									22,250.26
SNACK BAR REVENUE	24,620	24,739	25,802	11,136									86,296.82
TOTAL REVENUE	\$101,114	\$104,010	\$145,135	\$53,048	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$0	403,307.63

**Crowfield Golf Club
News and Events**

Golf Recap: April golf rounds were down considerably due to Covid-19. The entire golf facility was completely closed for 10 days in April, currently the course is open to City residents and members only with proper restrictions in place.

Upcoming Events: All events have been cancelled for the month of May. the course will be open for play with social distancing practices in place.

Golf Course Condition: The golf course is in great condition, everything is greening-up nicely and the greens are in tremendous shape.

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	\$ 403,308	\$ 482,934	10,698	\$ 45.14	\$ 37.70

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	\$ 98,986	1,778	\$ 55.67	\$ 29.84
May				#DIV/0!	#DIV/0!
June				#DIV/0!	#DIV/0!
July				#DIV/0!	#DIV/0!
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	\$403,307.63	\$ 482,934	10,698		

* 2020 is un-audited

City of Goose Creek
Recreation Department
Monthly Report
April 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.

	March	April	Totals
Total Participants	829	0	Average 636
Resident Participants	572	0	Average 440
Nonresident Participants	257	0	Average 196
Resident Revenue	\$ 22,949.00	\$ (563.00)	\$ 97,431.90
Nonresident Revenue	\$ 12,175.00	\$ (334.00)	\$ 49,978.05
Instructors Pay	\$ (4,454.80)	\$ (0.00)	\$ (16,173.51)
Profit/Loss	\$ 30,669.20	\$ (897.00)	\$ 131,236.44

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.

	March	April	Totals
Total Participants	3,533	2,814	Average 3,380
Resident Participants	3,286	2,752	Average 3,309
Nonresident Participants	247	62	Average 71
Resident Revenue	\$ 11,958.25	\$ (345.00)	\$ 63,486.00
Nonresident Revenue	\$ 2,906.98	\$ (117.50)	\$ 11,087.38
Instructors Pay	\$ (765.50)	\$ (0.00)	\$ (2,363.30)
Profit/Loss	\$ 14,099.73	\$ (462.50)	\$ 72,210.08

SPORTS

Baseball/Softball: Registration started on January 1, 2020 and ended on January 30, 2019. The price for residents is \$45 and nonresidents pay \$75 for ages 9-14 in baseball and 9-13 in softball. Each participant will receive pants and a shirt.

AGE GROUPS	# of TEAMS	# of PARTICIPANTS
T-Ball Ages 4-5	10	111
Coach Pitch Ages 6-7	8	88
Modified Coach Pitch Ages 7-8	4	53
Dixie Minors Ages 9-10	6	66
Dixie Youth Ages 11-12	4	48
Dixie Boys Ages 13-14	3	37
Dixie Majors Ages 15-19	1	14
Softball Coach Pitch Ages 6-8	2	30
Dixie Angels Ages 9-10	3	37
Dixie Ponytails Ages 11-12	2	24
Dixie Belles Ages 13-15	1	13

Soccer: Registration began on January 1, 2020 and ended on January 30, 2020. Residents will pay \$45 and nonresidents will pay \$75 and will receive shorts, socks, and a shirt.

AGE GROUPS	# of TEAMS	# of PARTICIPANTS
Tiny Tot Ages 4-5	8	80
Pee Wee Ages 6-7	10	120
Small Fry Ages 8-9	8	113
Mite Ages 10-12	8	113

Cheerleading: Registration will begin in May.

Football: Registration will begin in June.

AGE GROUPS	# of TEAMS	# of PARTICIPANTS
Midget Ages 6-8		
Pee Wee Ages 9-10		
Small Fry Ages 11-12		
Middle School: 13-14		

Basketball: Registration will begin soon for summer basketball.		
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.

	March	April	Totals
Total Participants	60	0	1,128
Resident Participants	34	0	918
Nonresident Participants	26	0	210
Resident Revenue	\$ 1,595.00	\$ (9,330.00)	\$ 31,680.00
Nonresident Revenue	\$ 2,045.00	\$ (1,890.00)	\$ 10,500.00
Instructors Pay	\$ (0.00)	\$ (0.00)	\$ (0.00)
Profit/Loss	\$ 3,640.00	\$ (11,220.00)	\$ 42,180.00

SUMMARY

Athletics	March	April	Totals
Total Resident Participants	34	0	918
Total Resident Revenue	\$1,595.00	(\$9,330.00)	\$31,680.00
Total Nonresident Participants	26	0	210
Total Nonresident Revenue	\$2,045.00	(\$1,890.00)	\$10,500.00

Activity Center	March	April	Totals
Total Resident Participants	572	0	1,760
Total Resident Revenue	\$22,949.00	(\$563.00)	\$97,431.90
Total Nonresident Participants	257	0	783
Total Nonresident Revenue	\$12,175.00	(\$334.00)	\$49,978.05

Community Center	March	April	Totals
Total Resident Participants	3,286	2,752	9,892
Total Resident Revenue	\$11,958.25	(\$345.00)	\$63,486.00
Total Nonresident Participants	247	62	627
Total Nonresident Revenue	\$2,906.98	(\$117.50)	\$11,087.38

UPCOMING EVENTS

Special events have been postponed until further notice due to the coronavirus.

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