

**AGENDA**  
**City of Goose Creek**  
**City Council Meeting**  
**Tuesday – January 13, 2015 - 7:00 p.m.**  
**City Hall – Council Chambers**  
**519 N Goose Creek Boulevard**  
**Goose Creek, South Carolina**

**Call to Order-Mayor Michael J. Heitzler**

**Invocation and Pledge of Allegiance**

**Comments from the Audience (Please proceed to the nearest microphone.)**

**Briefing to City Council**

Mr. Lonnie Carter, Chairman of CRDA Board of Directors and  
Mr. David Ginn, President & CEO – Charleston Regional Development Alliance (CRDA)

**Approval of Previous Minutes**

- 1) City Council Strategic Planning Workshop – June 24, 2014
- 2) City Council Budget Workshop - August 21, 2014
- 3) City Council Strategic Planning Workshop – October 30, 2014
- 4) City Council Meeting – December 9, 2014

**Public Hearings**

- 1) AN ORDINANCE TO APPROVE AN EXTENSION WITH MODIFICATIONS TO THE DEVELOPMENT AGREEMENT WITH LIBERTY VILLAGE, LLC, FOR AN AREA COMMONLY REFERRED TO AS BRICKHOPE PLANTATION (Second and Final Reading)
- 2) 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 (133, 135, 137 AND 139 BLOSSOM STREET) INTO THE CITY OF GOOSE CREEK, A SOUTH CAROLINA MUNICIPAL CORPORATION (Introduction and First Reading)
- 3) 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 (225 LINDY CREEK ROAD) INTO THE CITY OF GOOSE CREEK, A SOUTH CAROLINA MUNICIPAL CORPORATION (Introduction and First Reading)

## **Department Reports**

- 1) Police Department – Chief of Police Harvey Becker
- 2) Fire Department – Fire Chief Steve Chapman
- 3) Department of Public Works – Director of Public Works Steve Price
- 4) Administration Department – Finance Director Ron Faretra
- 5) Municipal Court – Finance Director Ron Faretra
- 6) Recreation Department – Director of Recreation Gary Stuber
- 7) Golf Department – Director of Golf Operations Troy Sanders
- 8) Public Information Office (Briefing Only/No Report) – Public Information Officer/  
Annexation Coordinator - Jessica Mackey
- 9) Planning & Zoning (Briefing Only/No Report) –Director of Planning & Zoning – Sarah Hanson

## **City Administrator's Report**

- 1) Request to Purchase - Police Department (Vehicles /Equipment)
- 2) Request to Purchase - Recreation Department (Exercise Equipment)
- 3) Request to Solicit for 2015

## **Mayor's Report**

- 1) Strategic Plan - 2015 Goals and Objectives #1 (Develop a Succession Plan for Key Management Positions)

## **Comments from the Audience (Please proceed to the nearest microphone.)**

## **Adjournment**

NOTE: A copy of this agenda was sent to *The Gazette* and *The Post and Courier*, and a copy was posted in City Hall twenty-four (24) hours prior to the meeting.

---

For a complete City Council Agenda Packet go to: [www.cityofgoosecreek.com](http://www.cityofgoosecreek.com) and click on the following:

- (1) Government (Top of Page);
- (2) Mayor & Council (In Drop Down Box);
- (3) Scroll Down on Page & Under **Agendas & Minutes** Click on **“Most Recent Agenda”**.

If you wish to receive a direct link to the City Council Agenda Packet, for City Council's regular monthly meetings and you are a Citizen Advisor, please provide Ms. Kelly Lovette, City Clerk, with the following information: email address, physical address and telephone number and send to [klovette@cityofgoosecreek.com](mailto:klovette@cityofgoosecreek.com). If you have questions or comments, please contact Ms. Lovette, at her email address or at City Hall by calling 797-6220 ext. 1113.

## *Approval of Previous Minutes*

**City Council Strategic Planning Workshop – Session I**  
**Old Santee Canal State Park – Interpretive Center**  
**June 24, 2014**  
**9:00 a.m.**

Council Members Present:

Mayor Michael J. Heitzler; Councilmember James (Kimo) Esarey; Councilmember Debra Fletcher-Green; Councilmember John McCants; Councilmember Franklin Moore (left at 10:45 a.m.); Councilmember Mark Phillips

Council Members Absent:

Councilmember Jerry Tekac

Staff Present:

City Administrator Dennis C. Harmon; City Clerk Kelly J. Lovette

Staff Absent:

Guests Present:

Barbara Poole, Facilitator, Success Builders, Inc.

Press Present:

**I. Morning and Afternoon Sessions:**

Mrs. Barbara Poole began the morning's session at 9:03 a.m., wherein she welcomed everyone and provided a brief description as to her background. In providing City Council with what their objective would be for the day, she stated she wanted to invite each member of City Council to focus internally as to who they are as a City Council that operates together on behalf of their community, to think about how they function as a group and a team; and, how could they adapt the manner in which they interact so they would be even more effective. She stated everything she has read about the City and the community they have created is a lovely thing and City Council certainly knew better than she did at what the challenges were in sustaining that kind of quality of life and continuing to be able to provide what they want and staying committed to their citizens. Mrs. Poole stated because of this, it would therefore make sense to step back and take a look at how they are doing as a governing body and as a team in terms of how they function together. She stated they would also be reviewing how City Council goes about making decisions, how they communicate together to the extent to which they truly collaborate, the manner in which they find themselves on the same page and how creative they get with finding commonalities.

Mrs. Poole stated she first met with Mayor Heitzler and Mr. Harmon about six (6) months prior and the discussions had gone from there to where they were that day. She invited City Council to give their perspective as to why they wished to hold a team building exercise and what they would like to see accomplished during the retreat.

Mr. Harmon stated from his perspective the session grew out of what City Council had been doing for many years, which was Strategic Planning and the need to plan the direction for the City. He stated it evolved to knowing they needed to come back together and discover who they were, what they were and how they wanted to achieve common goals. He stated Ms. Poole asked

him what he wished to accomplish out of the team building exercise and he stated he felt his response had been consistent along the way in that “where do we go from here”. He stated Goose Creek was a City of 40,000 people, it’s a very diverse City and they have built over a number of years to be, what he considers, a very successful organization. He stated the City has moved from a fairly small organization to a medium sized organization that he believes provides high quality municipal services to its citizens; and, from a professional perspective that was what they were supposed to be doing, satisfying the needs of City Council’s constituency, its citizens. Mr. Harmon stated having been through the mechanical process of Strategic Planning, he and Mayor Heitzler, through collaboration, thought it may be a good idea to take everyone back to the basics and a more cerebral exercise of who they are and how they should move forward now that they have the foundation and the basics down after more than thirty-five (35) years. He stated that would summarize it from his perspective and Mayor Heitzler may have one different from his own.

Mayor Heitzler stated he agreed with everything Mr. Harmon commented on, except he did not believe the City of Goose Creek was a diverse community; he believes the community is incredibly homogenous and that we look diverse, but we are an extremely homogenous community. He stated to go back to the reason why they wished to have a team building exercise, was because it is all wrapped around Strategic Planning. Mayor Heitzler stated Strategic Planning underpins all of the decisions they make whether it be conscientiously or sub-conscientiously, they bounce it all back on what their one (1), five (5) and twenty (20) year plans are, all of which were began back in 1981, and it was all based on Maslow’s Needs; and, those questions are still very relevant today, what sort of needs do we have. He stated Mr. Esarey suggested they bring in someone a few years ago and last year the City brought in about 45 to 50 people from the community. He stated he felt that really built up the planning process, but it was still becoming mechanical and he wanted to shake up the mechanics. He stated he felt it was important that Ms. Poole made them think about what they were doing instead of just marching ahead mechanically. Mayor Heitzler stated he had been feeling remise because he has not been able to keep up with the expedient evolution of culture, primarily because of technology. He stated he felt he was losing touch with certain demographics of people in the community because he did not know what they were thinking. Mayor Heitzler stated the culture has just shifted and changed primarily because of technology; and, he was getting out of step and thought this may help City Council understand each other and help him to understand himself and to do a better job and service to the people of Goose Creek. He stated he communicates with people fifty (50) years old and up. He stated he used to communicate with the twenty (20) year olds up to fifty (50), and he was not doing very well embracing the younger generation and they deserve somebody that understands them.

Ms. Poole stated everyone would have any opportunity to weigh-in on the subject. She reviewed the items on the agenda and what they would all plan to accomplish and discuss that morning, which consisted of: Roles and Ground Rules for The Retreat; Team Activity – Rope Star; Nature of a Team in Contest of City Council; Team Dynamics – The DISC Profile Results and Team View. She stated the afternoon session would consist of: Review of The Theme Report – Patterns That Emerged; Surfacing “undiscussables”; Distinguishing “good” from “extraordinary” in Context of Team Operation; Decision Making Models in The Context of City Council; What’s in the gap for you as a team between good and extraordinary?; Alignment Around Vision For The City; Summarize Day, Set Stage for Day 2, and Close and Adjourn.

After clarifying what everyone’s (City Council, Mr. Harmon and Ms. Lovette) role would be and what the ground rules were throughout the retreat, Ms. Poole stated she wished to make sure there would be open communication amongst the group and that there would be common ground found when there may be disagreements. Ms. Poole stated team building was about every single person

in the room. During discussions amongst everyone, Ms. Poole stated she believed it was important in how feedback is delivered and how it is received by everyone and you want an environment of open, honest and respectful communication.

Throughout the day, discussions continued between Ms. Poole and the group as to the nature of a team and the "Team Dynamics" as it relates to City Council interacting and working together. As discussion continued, each member of City Council weighed in on their views of City Council and how they work together as a team. Discussions carried into the City's Economic Development and how City Council had been interacting amongst each other and working together, with the residents of the City and its business leaders.

## **II. Adjournment:**

Councilmember Esarey made a motion to adjourn. All in favor, none opposed. Motion carried. Meeting adjourned at 4:57 p.m.

Date: January 13, 2015

---

**Kelly J. Lovette, MMC**  
City Clerk

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

**City Council Budget Workshop**  
**August 21, 2014**  
**8:00 A.M.**  
**City Hall**

**Council Members Present:**

Mayor Michael J. Heitzler; Councilmember Jerry Tekac; Councilmember John McCants; Councilmember Franklin Moore; Councilmember James (Kimo) Esarey (8:58 a.m. Arrived at Meeting/10:24 a.m. Departed from Meeting)

**Council Members Absent:**

Mayor Pro Tem Mark A. Phillips; Councilmember Debra Green-Fletcher (Note: Councilmember Green-Fletcher was excused from the Budget Workshop due to another previously scheduled meeting.)

**Staff Present:**

City Administrator Dennis C. Harmon; City Clerk Kelly J. Lovette; Finance Director Ron Faretra; Director of Public Works Steve Price; Public Information Officer Jesica Mackey

**Staff Absent:**

**Press Present:**

**Guests:**

---

**I. Call to Order:**

Mayor Heitzler called the meeting to order at 8:15 a.m.

**II. Comments from the Audience:**

There were no comments or questions.

**III. Business:**

**Review of Proposed FY 2015 City Budget** – Mr. Harmon stated the department managers did an excellent job in categorizing their needs and service levels. He stated Mr. Faretra is the central repository for all budget information which comes into the Administration Department. He stated City staff then goes through the process of analyzing and producing a document which is usable. Mr. Harmon stated 2014, was a culmination of a five (5) year process which started in 2008, and was a period of status-quo operations because of the economy and recession. He stated the City added very little service delivery capacity during this time frame; and, moving forward in 2015, the City will need to deal with some serious situations in order for physical viability to be maintained in the City through 2020. He presented to City Council a balanced budget which maintained the current service levels, provided for a small amount of additional capability, provided for adequate equipment acquisition, and fully funded the payment for performance system which is vital to personnel capacity. Mr. Harmon stated the budget did not include a cost of living adjustment and this was the 5<sup>th</sup> or 6<sup>th</sup> year in a row a cost of living adjustment was not recommended. He stated in the early years of the recession the City had a static situation as far as the consumer price index and even though this has changed in the last 2 or 3 years the City did not have the capacity to recommend a cost of living increase and they have defaulted to the Pay for Performance System. Mr. Harmon stated the proposed budget provided for the staffing of Fire Station III for a 6 month period; and, City staff would look at full personnel funding for Station III in the 2016 Fiscal Year Budget. He stated what City staff sees moving forward, without some action by City Council, is that in fiscal year 2016, there would be a \$1,657,000 shortfall. Mr. Harmon stated City staff recommended an increase in property taxes in 2015 and 2016, by 5 mills each year. He stated this action would not make the City entirely whole, but it would provide an opportunity to address the shortfall on a reasonable basis.

Mr. Harmon stated the City's second largest fund available is the Water Enterprise Fund. He stated the water system has frequently been discussed in the previous eighteen (18) months and City Council commissioned a system analysis. He stated the City is somewhat a victim of its own success, and with water conservation efforts and weather conditions, less water is being sold which is affecting revenues. Mr. Harmon recommended a water rate increase by 14.1% in 2015 and a lesser water rate increases in 2016. He stated this would give the ability to place the Water Enterprise Fund on a sound financial footing and allow the City to fully recognize and fund the water treatment plant expansion and fund a Water System Revenue Bond which would provide for the \$8,000,000, in improvements identified by the consulting engineer. He requested Mr. Steve Price to give a presentation on the physical condition of the system. Mr. Harmon again reminded City Council this would be the 1<sup>st</sup> water rate increase in 20 years because there has not been a need for increase until the City began looking at an increase in the treatment plant capacity and the system improvements.

Mr. Price briefed City Council regarding the revenues versus expenditures and presented them with a graph showing the trends from the previous several years. Mr. Price stated the Water Impact Fees are directly related to the expansion of the water system and there is a charge of \$1,050.00, per the residential equivalency unit on impact fees. He stated the overall capacity for development as it relates to water taps is declining because there is less building and development in the City. He stated when you look at the total revenues versus the expenditures their lines have crossed on the graph and this is causing a deficit situation. Mr. Price stated the City is at a point where the revenue side has to be adjusted.

Mayor Heitzler inquired about costs regarding storm water management. Mr. Price stated this was outside of the Water Enterprise Fund and would be managed by a small budget inside the Maintenance Budget of the General Fund. Mayor Heitzler inquired where the money would come from for this project. Mr. Harmon stated they have previously considered the creation of a storm water utility which would be a small fee to fund and drive improvements and regulatory requirements for storm water, as the City is identified as a Storm Water Agency on the Federal Register; and, the City has a storm water permit which was renewed the previous year. He stated the City has responsibility in this regard, but has ignored it and tried to keep it at the lowest possible expenditure level. Mr. Price stated the City was recently issued their 2<sup>nd</sup> permit which was substantially more cumbersome than the 1<sup>st</sup>, and the increases would be seen in expenses related to storm water over the next several years. He stated there would be a meeting with some individuals relating to the permit and there was a large amount of work to be done before the end of 2014. Mr. Price stated the 2015 Budget would be sufficient. Mr. Harmon stated the expense came in two (2) areas, monitoring and testing requirements; and, if City Council really wanted to develop a Storm Water Utility, which would be a separate fund, decisions would need to be made on what improvements to complete. Mayor Heitzler inquired if they could conceptually roll this into the Water Enterprise Fund. Mr. Harmon stated he did not recommend this because they need to be separate and distinct.

Mr. Price presented a graph displaying the years 2015 and 2016, and stated the Budget was built based on tap projections for the next 10 years. He stated he looked at the Water Enterprise Fund Operating Budget and built a budget year by year for ten (10) years. He stated when they began building the Fiscal Year 2015 Proposed Budget, the projected numbers for 2015, and the real numbers had a difference of \$10,000. He stated he included the Lake Moultrie Water Agency capacity upgrade cost and the cost of the water system improvements of \$8,000,000. He stated the City does not exactly know how this will be financed, but it is the general agreement that a conservative finance rate for thirty (30) years would be about 3.5%. He stated without any adjustments to rates or fees beginning in 2015, the City would have a sizeable deficit. Mr. Price stated the goal was to see how revenues could be adjusted and make a minimum adjustment which would cover the expenses moving forward and from this, was the recommendation to make adjustments to the fee rates in 2015 and 2016. He stated the Demand Fee was a base rate every customer is charged monthly and it is based on how many residential equivalency units exist. He stated a residential home has 1REU which was based on 6,100 gallons of water used per month; and, a commercial or industrial entity was based on 6,100 gallons of estimated use and they are assigned 1REU. Mr. Price stated there needed to be some volumetric rate adjustment per 1,000 gallons sold. He stated a 3% per year



adjustment was recommended because this provided enough of a volumetric increase to help cover the expense side of the operation without being excessive. Mr. Price stated the 3<sup>rd</sup> item looked at was Impact Fee adjustments and the City was on the lower end of the scale as it relates to other utilities in the tri-county area. He stated Impact Fees are development driven and future developments should support the growth and expansion of the infrastructure in the system as well. He stated there was a recommendation to increase the impact fees in 2015 from \$1,050 to \$1,500. Mayor Heitzler inquired if Mr. Price was assuming the new trunk line would use the Santee Cooper right-of-way. Mr. Price stated his staff and the City's engineers would be meeting with Santee Cooper because he believed they would agree to allow the City to move back into the right-of-way. He stated this would save the City about \$50,000 to \$80,000, to be in their right-of-way path. Mr. Price stated with the 2015, proposed adjustment, a residential customer used on average 8,378 gallons a month and their water bill would be \$20.72; and, with the 2015, adjustments to fees and rates their new water bill would be \$24.14. Mr. Price stated the key to understanding the impact fee is the relationship to how much water they consider to be a residential equivalency unit. Mr. Price stated the CWS Impact Fee is \$2,590, Berkeley County Water and Sanitation Impact Fee is \$1,350, but it is based on an REU of 5,500; and, Mount Pleasant's Impact Fee is \$2,000. He stated based on projected growth this adds on average about \$200,000, a year in revenue. He stated the City has a greater capability of growing revenue based on impact to the system. Councilmember Moore inquired how much the demand fee would increase revenue and Mr. Price stated this information is on a spreadsheet in his office. Councilmember Moore inquired how many services the City had. Mr. Price stated a little over 9,368 water taps at the end of July 2014.

Councilmember Moore inquired how many gallons per year were used. Mr. Price stated these numbers were in his office, but he would be happy to email them to Councilmember Moore. Mr. Harmon stated the Demand Fee brings in substantially more revenue than volumetric fee because it is constant and built around the debt retirement and capital needs of the system, and volumetric was based on water sales. He stated the \$3.00 demand increase would raise a lot more money than the volumetric rate. He stated the Demand Fee directly relates to the City's contractual debt retirement, as well as projected future debt retirement for the improvements versus the operational needs of the system. Councilmember Moore stated he wanted to see how much of a difference there would be between a 3% and 5% increase should they squeeze more out of the system. Mr. Harmon stated this was a legitimate consideration and City Council could do one large rate increase in 2015 and no rate increase in 2016, and achieve the same results; but, what they were trying to do by stretching it out over 2 years would lessen the impact. Councilmember Moore inquired if they went from 3% to 5% for 2 years, would it mean an extra \$100,000, would be brought in during the course of 1 year. Mr. Harmon stated it was possible. Councilmember Moore stated he was looking for a place to squeeze a little but more if it were necessary. Mr. Harmon stated the rate increases in 2015 and 2016, would be sufficient while operating off of a surplus of \$138,000, which would climb up to \$250,000; then, it would go back down to \$31,000, which was a function of debt retirement. Mr. Price, Mr. Harmon and City Council continued discussions of fees and demands of the water system.

Mayor Heitzler stated he had not heard any information recently about the water capacity at Carnes Crossroads. Mr. Harmon stated there were 2 ways of looking at the storage capacity and the needs of the system, a physical facility to provide storage or a second tap on a major distribution line going to Summerville. Mayor Heitzler inquired if any of these possibilities were included in the numbers provided to City Council. Mr. Harmon stated no. Mayor Heitzler stated if being able to tap into the Summerville water line fell through, the City might need to plan for bigger lines. Mr. Harmon stated there were written assurances this would come through and the additional storage capacity was not so much of a consideration because of the new tank being built in the center of the system. City Council, Mr. Price and Mr. Harmon continued discussions of Carnes Crossroad's growth and adding and improving plans in the future. Mr. Harmon stated Summerville's growth was not their concern; it was concerns in Berkeley County when they discuss industrial recruitment and large users of water which cannot be adjusted to quickly. He stated this would require large improvements. Mr. Price stated the smart thing to do would be to ensure the City gets the second tap, make connection and then there would be two (2) delivery points into the City. He stated either delivery point could provide all of the water the City required; and, if one should be lost, there would

be a 24 inch connection line from one entry point to the other extreme of the system, to the storage tank at the Public Works Complex.

Mr. Harmon stated Google's recent expansion and their need for water, they proposed coming off the distribution line which serves the City of Goose Creek. He stated they were asking for 2,100,000 gallons of water per day and this was almost the same amount of water used to serve the entire City in 1 day. Mr. Harmon explained to City Council the implications from an engineering point of view. Discussions continued concerning the improvements and fee changes to the City's water system. There was also a brief discussion concerning the Charleston Regional Development Alliance (CRDA) and the current conflict between the 3 counties, Berkeley, Charleston and Dorchester. Mr. Harmon stated he was not certain the CRDA would survive in its current form. Mayor Heitzler stated he believed the CRDA does great work and hopes it can survive.

Mr. Harmon continued with his presentation of the proposed Budget and moved along to the other Enterprise Funds and General Fund. He stated more than half of the revenue the City earns goes into the General Fund. He stated the Enterprise Funds stemmed from the Golf and Recreation Departments. He stated the Golf Enterprise Fund was the simpler of the 2 and he submitted to City Council a document showing virtually no change in the 2014 and 2015 Budget. He stated the bigger changes were the re-grassing and the comfort stations. He stated there were slight increases in membership structure, but the operations within the golf course were virtually the same. He stated the golf course was operating in the black and no operational proposals were being made and that the real changes would come from the Hospitality Tax. He stated the comfort stations were in the final design phase, most of the permits were in hand, and the City had been before the Crowfield Community Services Association for architectural approval. Mr. Harmon stated the re-grassing of the greens would be proposed for Spring 2015; and, he requested Mr. Sanders compile a complete scenario listing how work would be completed, when it will be completed, what impact it would have and its benefits. Mayor Heitzler inquired what the projections were for memberships. Mr. Harmon stated there was a projection of approximately 130 members. Mayor Heitzler inquired how many current members belonged to the golf course. Mr. Harmon stated that number was also the current membership. Councilmember Tekac stated he was concerned with the re-grassing of the greens because the budget showed an increase in revenues and he did not believe this was realistic. He stated half of the golf course would be shut down for a significant period of time. Mr. Harmon stated this was factored into the normal operations of the golf course and stated City staff would be presenting the total plan and it could be seen as to what was anticipated as normal operations. Mr. Harmon stated another consideration would be the other improvements which could be completed on the golf course while parts of it were shut down.

Mr. Harmon continued his presentation with the Revenue side of the Recreation Enterprise Fund. He stated the Recreation Commission dedicated 11 mills to the recreation function and the City of Goose Creek. Mr. Harmon stated this was a reassessment year and the calculations of reassessment were required by State law to adjust the millage rate to reflect reassessment. Mr. Harmon stated the budget for the Recreation Enterprise Fund remained status quo. Mr. Harmon requested Mr. Faretra present information on this topic. Mr. Faretra stated he did the roll back calculations required by State law and the bottom line in the reassessment was if someone were to pay \$100.00, in taxes on their house and the reassessed value of the house went up significantly, the City would not make a profit; so, they have to roll back the millage so the taxes paid are still \$100.00. He stated this was not an exact science because vehicle taxes are included. He stated the roll back millage for Recreation was 10.5 mills; so, their millage would roll back .5 mill and the rollback millage for the City came out to 35.5 and 10.5 of this was Recreation. He stated the City's portion of the millage would roll back to 25 mills. Mayor Heitzler stated some property taxes would increase and some would decrease; but, as a whole, all the appraised values cannot go up more than 1%. City Council, Mr. Harmon and Mr. Faretra continued discussions of reassessments and millage rates.

Mr. Harmon stated the expenditure side of the Recreation Enterprise Fund was a status quo budget and the big increase was Capital expenditures. He stated the pavilion at Dogwood Park would be completed, the playground equipment in Fairfax Park was destroyed due to arson, but it would be replaced. He stated a

minor amount under maintenance equipment would be spent, and 2 vehicles would be purchased. Mr. Harmon stated in 2014, an evaluation of every park in the system was completed and 1 replacement of equipment would occur due to a safety assessment. He stated a few other initiatives consisted of the conceptual planning of Phase II of the Community Center. He stated Mr. Stuber and he met with architects the previous week and a conceptual design was completed for the facilities. Mr. Harmon briefly discussed this design and the activities that would be offered. Mayor Heitzler inquired if there was a warranty on the roof at the Casey Center. Mr. Harmon stated yes, there was a warranty and there were no leaks at the repair sites; however, the rest of the structure had problems and there were leaks coming through the slab. Mayor Heitzler stated he was concerned about problems that could arise with children and mildew.

Mayor Heitzler stated several years ago he started working with County Councilmember Dennis Fish, to extend the recreation district into College Park and hopefully get down to the I-26 interchange so the hotels and businesses would be taxed. Mayor Heitzler stated Councilmember Fish expressed his support with this idea, but he has not actually taken any action and has been counterproductive. He inquired with City Council if they thought this was something they should continue to pursue. Councilmember Moore inquired what the residents living in the College Park area thought. Mayor Heitzler stated he did not know because this was Councilmember Fish's territory and he was supposed to arrange a meeting but has not. Mr. Harmon stated from a staff point of view, there were concerns about the service demands placed on the Recreation Center. Mr. Harmon stated with Phase II of the Community Center, it would be difficult to meet any significant increase in demand. Mr. Harmon stated City Council authorized and funded \$20,000, for a conceptual design study for Phase II. He stated the previous week this preliminary conceptual design was received and the money came out of the Hospitality Tax Fund. Mr. Harmon stated the City currently contracts out for the gymnastics program and the City pays back to the contractor \$130,000 to \$140,000. He stated City staff was considering a different business model as the City moves forward with a new facility; and, this model would provide the same level of service and the City would hire a professional instructor. (Note: Councilmember Esarey excused himself from the meeting at 10:24 a.m.)

Mr. Harmon deferred to Mr. Faretra to discuss Revenues and the General Fund. Mr. Faretra stated the proposed budget provided to City Council was based on that of a roll back millage rate. He stated taxes were basically the same and growth was only \$1,000,000, in assessed value in real property, which was only 1.7%, and this was not a lot of growth. He stated the Naval Weapons Station was unique in its business licenses and he described their individual procedure. He stated permits were a function of new construction. He stated the CWS Franchise Fees were 10% of what they sell and this was about \$201,000. Mayor Heitzler inquired why the 10% Franchise Fee was placed in the General Fund instead of another Enterprise Fund. Mr. Faretra stated it was placed in the General Fund, as required by law; and, there was a Resolution which stated the money was set aside for the possible purchase of the Crowfield Water System; but, the use could be changed for something else with a new Resolution. Mr. Faretra stated the Comcast Franchise Fees has dropped as more people have gone with Direct and Dish TV. He stated these companies pay a fee only on the equipment sold. He stated Home Telephone and Time Warner serviced the Carnes Crossroads areas and Montague Plantation. Mayor Heitzler stated the people in Crowfield were paying a 10% Franchise Fee and it goes into the General Fund; so, not only are they paying a higher water rate but they are also contributing to the General Fund which was spread throughout the City and this did not seem fair. Mr. Harmon stated the magnitude of this was very small and they insisted with CWS this fee be spread across their system and not be directly attributable to any resident or customer. Mr. Faretra stated fees with Berkeley County EMS have not changed for 9 or 10 years; but, there was a new County Supervisor that would be sworn into office and hopefully this would change. He stated the City does get to keep charged EMS fees and these were based on what Berkeley County mandates. He stated the fees for this were \$402,000. He stated the City can only keep \$25,000, of the Accommodations Tax. Mayor Heitzler inquired where the remaining Accommodation Tax goes. Mr. Faretra stated it went to the Tourism Fund, and by law, 30% of it has to be spent on advertising and typically the City cuts a check to Berkeley County Chamber of Commerce. Discussions continued regarding the use of these monies. Mr. Faretra explained the Homestead Tax Exemption and stated if someone is over 66 years of age, the State picks up the first \$50,000, of the appraised value of their real property. He stated the City gets \$110,000, per year from Berkeley County for collecting sewer and water bills on their behalf. Mr. Faretra stated the biggest

difference was operational transfers of \$2,510,728, and in previous years it was around \$1,000,000, and this was required to get the City to a balanced budget of \$17,118. He stated these transfers mostly came from the Local Options Sales Tax Fund which will leave \$158,777, in the General Fund.

Mr. Harmon discussed with City Council the expenditure side of the proposed Budget. He stated the expenditure requests were basically flat except for a few areas. He stated in the Information Technology Department, they were proposing to add an employee position because the City's dependence on technology has grown exponentially in the last 10 years and it will continue to increase. He stated the City currently has 2 employed positions, including the Director; and, City staff was proposing a 3<sup>rd</sup> position to handle the amount of activity with technology. He stated City Council would see a larger increase in the Police Department's Budget under Operational Expenses, and 1 additional proposed position as an Evidence Custodian. He stated the responsibilities with evidence have increased and a lot of evidence is taken and accounted for by the Police Department. Mr. Harmon stated in the Fire Department there was a proposed increase for new personnel to be hired for half the year to staff Fire Station III. He stated for the Sanitation Department City staff was proposing an additional Equipment Operator position. Mr. Faretra stated there was an increase in Departmental Expenditures for the new fire stations for principal and interest due in 2015, minus the \$290,000, in the Impact Fee Fund. Mayor Heitzler inquired if the Consumer Price Index (CPI) rose. Mr. Harmon stated yes. He stated the CPI was around 2.5%, whereas this used to be accounted for in the Cost of Living Increase to employees. Councilmember Moore inquired what percentage of employees received a raise with the Pay for Performance System. Mr. Harmon stated 95% got a raise. He stated it is based on an evaluation and the evaluation can range from zero 0%, and upward to 5%, and the average raise was 3.2%. Councilmember McCants inquired if the expenditure increased for the Sanitation Division due to the street lights for Carnes Crossroads. Mr. Harmon stated yes, and there was a base line for street lights; however, new development was also increasing the number of street lights.

Mr. Harmon recommended a 5 mill increase in taxes each year for the next two (2) years. Mayor Heitzler inquired if they needed to consider reducing citizen services instead of going into residents' pockets. Councilmember McCants stated this was a matter of communication and services and if City Council increased rates and taxes too high, there would be a problem; but, keeping services the same was important. Councilmember Moore stated the City was so efficient he did not believe there were any services that could be cut. Councilmember Tekac stated to cover the budget shortfall they would have to cut about 10% of the budget and their current conversation would have needed to occur before they agreed to build both fire stations and there were no City services they could cut. He stated they previously cut sanitation from twice a week to once a week; therefore, they had already taken the necessary steps to try and become more efficient. He stated he believed City Council had done themselves a disservice by proclaiming property taxes have not been raised in 34 years, and citizens were now going to be upset with the increase. Mayor Heitzler stated they did not need to raise taxes the previous years and they should be proud they did not increase the taxes for the citizens unnecessarily. Mayor Heitzler inquired if hypothetically the citizens had no more money to give what services would be cut. He stated there could be trash service once every two (2) weeks or cancel trash service. Mr. Harmon stated he did not know any services which could be cut to the magnitude Mayor Heitzler was talking about and he would have to really think about the topic. Mayor Heitzler stated another thing would be all the work done along side of the roads, they would have to overgrow and the State would have to cut grass at major roadways. He stated another step would be not to house as many fire fighters at the fire stations. He stated he did not know of any other jurisdictions that have as many fire fighters per station as the City of Goose Creek. He stated he believed every year when the Budget has been discussed, they needed to also consider which services could be reduced instead of just using one side of their brain. Mayor Heitzler stated he inquired with people around town and they do not want services cut and they would rather pay more.

Mr. Harmon stated 2 things needed to be accomplished and this was to tell Berkeley County what the millage rate would be, and to let them know where the LOST Credit Factor would be set. Mayor Heitzler inquired what the percentage of reserve was in the General Fund. Mr. Faretra stated there was a Resolution for it to be at 35% of actual expenditures and they have this amount. Mayor Heitzler stated he believed this

could be reduced because 35% was more than plenty. Mr. Faretra stated to remember this was not just cash, but total assets. City Council, Mr. Faretra and Mr. Harmon continued discussions of the Reserve Fund.

Mr. Faretra distributed to City Council documents showing the affect of the tax increase, the affect of the Small Funds, the roll back millage calculations, and the calculations for the LOST Credit Factor. Mr. Harmon stated the Small Funds had virtually no impact on the proposed Budget. Mr. Faretra stated there were 2, new Small Funds, the Goose Creek Municipal Finance Cooperation and the Hospitality Tax Fund. Mayor Heitzler and Mr. Harmon continued discussions of the millage rate increase. Councilmember McCants stated there are Cities who have to borrow money in order to operate and if they start trying to change things on the Property Tax, and wait another year, they could be in a bad situation. City Council agreed to the millage rate increase. Mr. Harmon stated the LOST was the amount of money coming back to property owners based on the 71%, of the LOST credit. Mr. Faretra stated the previous year the LOST credit factor was .000978, and in the current year it increased to .001050. Mr. Faretra explained to City Council how he arrived at the LOST credit factor. Mr. Harmon recommended to City Council to set the Sales Tax Credit Factor at .001050, based on Mr. Faretra's calculations, which he knows are accurate. Mayor Heitzler inquired what year the LOST credit began. Mr. Harmon stated it was approved in 1996, and collections began in May 1997; and, the first rebates were made in 1998. Mayor Heitzler inquired what new businesses were on the horizon. Mr. Harmon stated a Mattress Firm would be opening behind SunTrust Bank, and there was a proposed Sunoco at NAD and Red Bank Roads. He stated there have been preliminary conversations about multi-family housing near Henry Brown Boulevard. Mayor Heitzler inquired as to how many commercial acres there were at Henry Brown Boulevard. Mr. Harmon stated between 30 to 40 acres.

Councilmember Tekac made a motion to adopt the LOST Credit Factor at .001050, as stated by Mr. Harmon. Councilmember Moore seconded the motion. All in favor, none opposed. Motion Carried.

#### **IV. Adjournment**

Councilmember Tekac made a motion to adjourn. All in favor, none opposed. Motion carried. Meeting adjourned at 11:28 a.m.

Minutes approved and adopted:

\_\_\_\_\_  
Date: January 13, 2015

**Kelly J. Lovette, MMC**  
**City Clerk**

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

**City Council Strategic Planning Workshop**  
**October 30, 2014**  
**8:00 A.M.**  
**City Hall**

**Council Members Present:**

Mayor Michael J. Heitzler; Mayor Pro Tem Mark A. Phillips; Councilmember John McCants; Councilmember Debra Green-Fletcher; Councilmember Franklin Moore (9:25 a.m.); Councilmember James (Kimo) Esarey

**Council Members Absent:**

Councilmember Jerry Tekac

**Staff Present:**

City Administrator Dennis C. Harmon; City Clerk Kelly J. Lovette

**Staff Absent:**

**Press Present:**

**Guests:**

**I. Call to Order:**

Mayor Heitzler called the meeting to order at 8:17 a.m.

**II. Comments from the Audience:**

There were no comments or questions.

**III. Business:**

**Review and Update of the City of Goose Creek Strategic Planning Documents (Goals and Objectives) -**

Mayor Heitzler began with the One Year Planning Cycle – goal number one (1), construction of the City’s fire stations for its Headquarters and Station III. Councilmember Esarey stated this was not really a goal anymore. Mayor Heitzler stated the goal now would be to construct it and not leave it unfinished. Councilmember McCants stated this goal could be removed because the stations are already under construction. Mr. Harmon stated the goal could read “Finish Construction” and remove the Action Items except for Develop a Staffing Plan and Modify Master Plan for the XO Bunch park property. Mr. Harmon stated a Master Plan has been developed in the 2015 Budget so the Action Item would read “Implement the Plan”. City Council and Mr. Harmon continued their discussions of the Conceptual Plans of the Headquarters Fire Station and the passive and active parks which pertain to XO Bunch and Central Park properties. Councilmember Green-Fletcher inquired if City Council was going to leave the Action Item to Investigate Partnership for Fire Services. Mayor Heitzler stated Mayor Peagler wants to have automatic aid. Mr. Harmon stated Mayor Peagler inquired with him if they would be interested in discussing automatic aid for all of Berkeley County. Mr. Harmon stated automatic aid is when fire services are rendered from emergency calls and wherein adjacent companies automatically respond whether or not it is their primary service area and it gets personnel and equipment to the scene as quickly as possible. He stated this brings up other questions as to who is receiving the benefits and how much it will cost. Mayor Heitzler stated he would be fine with an “area fee” for automatic service aid.

Goal number two (2) – Mayor Heitzler stated this was to Advanced the Road Improvement Plan. Mr. Harmon stated there were three (3) major projects and College Park Road is the first one because it is closest to being completed. Mr. Harmon stated the projects the City was mostly concerned with are Henry Brown Boulevard and the intersection of Highways 52 and 176. He stated the County did not see Henry Brown Boulevard as a major highway, they see it remaining as a two (2) lane parkway and another issue was there was not enough right-of-way to build a five (5) lane road and politically the residents were not happy with the plan. Mr. Harmon stated as a compromise for these issues, Berkeley County proposed to keep it as a two (2) lane

parkway with a center turn lane and median. Mr. Harmon stated the speed limit would probably be set at 35 MPH. City Council and Mr. Harmon continued discussions regarding road improvement projects and various possible routes for road improvements. Councilmember Esarey inquired about Alcoa. Mr. Harmon stated he believes for the next five (5) to ten (10) years Century will maintain this facility and keep it operating. Mayor Pro Tem Phillips inquired if there was a place to develop a mitigation bank for wetlands. Mr. Harmon stated a number of years ago before Westvaco sold their interest in Crowfield there was discussion of developing a mitigation bank. Mayor Pro Tem Phillips inquired if the area behind Persimmon Hill and Devon Forest could be used as a mitigation bank. Mr. Harmon stated this was something they could take a look at, but it was a subject he did not know enough about. Councilmember Esarey stated Nexton planned to have the 197 Exit completed by 2017, and Nexton Boulevard would be open by 2015. He stated this would extend from Brighton Boulevard all the way to Highway 176 and they expect 30,000 cars to be on this road per day. City Council and Mr. Harmon continued discussions of traffic flows and future development projects. Mr. Harmon stated the City's next major project would be the crossing at Highways 52 (South Goose Creek Boulevard) and 176 (St. James Avenue) and if the referendum passes this project should move very quickly. Mr. Harmon stated he believed they could get some intersection improvements done if the Transportation Sales Tax was reauthorized. He stated two (2) intersections that have been identified were Old Mount Holly Road and US Highway 52 (North Goose Creek Boulevard), and Westview Boulevard and Pineview Drive by adding a right hand turn lane and resurfacing. Mr. Harmon stated he did not believe CARTA is feasible because of the cost.

Goal number three (3) - Mayor Heitzler stated this was to Expand the Recreation District Where Feasible. Mr. Harmon recommended removing this item from the Strategic Plan and Mayor Heitzler agreed. Mayor Heitzler inquired about taking down the Casey Center. Mr. Harmon stated this was a recommendation. Mayor Heitzler inquired if anyone on City Council objected to this once Phase II was completed with the new building next to the Community Center. There were no objections from City Council. Mayor Heitzler moved this item to the Five (5) Year Plan.

Goal number four (4) - Mayor Heitzler stated this was to Continue Interaction with Others. Mr. Harmon stated they already had discussions in regard to the coordination between the City's and County's Fire Departments. He stated he did not believe the redrawing of the fire district would be of any advantage. Mayor Heitzler stated he wanted to leave this as an Action Item. Councilmember Green-Fletcher inquired if Roper was coming any closer to being able to build a hospital. Mr. Harmon stated it was a wait and see situation and this will probably go all the way to the Supreme Court, but the developer at Carnes Crossroads stated Roper was moving ahead with three (3) medical office buildings. Mayor Heitzler stated he heard these facilities would be built and not allow patients to stay for more than twenty-four (24) hours; therefore, it would not be defined as a hospital and a Certificate of Need is not required by law. Councilmember Esarey stated these buildings would be built one at a time and they would still have all the equipment as that of a hospital. Mr. Harmon stated these medical offices would generate substantial revenues for the City. Councilmember Esarey stated he believed this needed to be kept on the forefront. He stated Nexton, located on Highway 17A (S. Main Street), would also have a 220,000 square foot, medical facility built by Palmetto Health Care, with another 80,000 square foot building and these would generate between 1,100-1,500 jobs. He stated he did not want this to have a negative impact on the Roper development.

Goal number five (5) - Mayor Heitzler stated this was to create an Economic Development Plan and they could remove the second item to Continue Downtown Redevelopment. Mr. Harmon stated he agreed, downtown redevelopment was completed and approximately \$6,000,000, was spent redeveloping three (3) streets. Mayor Heitzler stated they were waiting for Arnette and Muldrow in reference to the Economic Redevelopment Plan. Mr. Harmon stated he received an email from Mr. Arnette and there were a few things he needed to finish before the draft plan would be brought back to City Council. Councilmember Esarey expressed his frustration in the length of time the process was taking. Mayor Heitzler stated he never had a lot of confidence in the process from the beginning. Mayor Heitzler stated he was impressed with the way Mr. Arnette conceptualizes and pulls data together and with his presentation, but there was nothing new in what they have learned. Mayor Heitzler stated the Charleston Regional Development Alliance (CRDA) was in a crisis and that Charleston County wanted to pull out because they are not getting enough attention and Dorchester County almost wanted to pull all their money out because they too, felt they were not getting enough attention. He stated he was

proud in the fact Berkeley County kept stating this was a tri-county initiative. He stated the previous week Mr. Lonnie Carter appeared before Berkeley County and stated they were going to make regular quarterly reports for the CRDA to present to the County Councils. Mayor Pro Tem Phillips stated he attended a CRDA meeting and they handed out a brochure and he was surprised by two (2) negatives of the area, one being traffic and the other, high home prices. Mr. Harmon stated the bright side of this was that Goose Creek probably has the most affordable houses anywhere in the Tri-County area. Mayor Pro Tem Phillips stated he read where people wanted to move here, but felt like to get the type of house they wanted they have to move further out and then traffic becomes an issue. City Council continued discussion of home prices.

Goal number six (6) – Continue to Develop Hiker/Biker Trail System. Mayor Heitzler stated the Plantation North Hiker/Biker Trail was complete. Mr. Harmon stated what was left was to prioritize future hiker/biker trail projects. He stated the Wannamaker Trailhead was under construction and sixty-percent (60%) complete and would be finished within sixty (60) days. He stated what he needed City Council to do was prioritize future projects. Mayor Heitzler inquired of Mr. Harmon what would be his next recommendation. Mr. Harmon stated the next logical hiker/biker trail to apply for grant monies would be to take the Wannamaker Trail Project, initially conceived to be taken all the way up to Westview Boulevard and Pineview Avenue and tying into those trails. Mayor Heitzler inquired if the proposed Montague Hiker/Biker Trail project would be funded from the two-percent (2%) Transportation Sales Tax. Mr. Harmon stated yes. Councilmember Esarey inquired about the Wannamaker Trail and the bridge that crosses the ditch. Mr. Harmon stated one (1) of the reasons they limited the scope of this project was because of the monies available and the Wannamaker Trailhead Project was two-fold, not only building a trail, but their plan is to move the existing parking lot for the trailhead to a more central location wherein it can be monitored by law enforcement. Councilmember Esarey requested to see a map of all the proposed trails and Mr. Harmon stated this could be provided beginning with the 1986 Master Plan, which is updated on a reoccurring basis. Mayor Pro Tem Phillips stated he would like the trail to continue from Central Avenue to Button Hall Avenue. Mayor Pro Tem Phillips stated there are places where there is no way to cross on various trails and he would like for these to be added. Mr. Harmon requested each member of City Council to make a list of things they would like to see done with the trails and he would review them and make a priority list.

Goal number seven (7) – Consolidate the Greater Goose Creek Area - Mr. Harmon stated he believed City Council needed to come together and identify the areas of importance as potential annexation sites and prioritize and work on them as the opportunity presented itself. Mayor Heitzler stated he had a small group in Devon Forest and a group in Harbour Lake he wanted to continue working with to try and annex. He stated City Council's job is not complete until all of Red Bank Road and Goose Creek High School are annexed. He also stated the City needed to annex Devon Forest and Okatee, but he had no idea how to get up to Cypress Gardens Road. Mr. Harmon stated City Council would also need to look at the financial implications if the City were to annex those areas. City Council agreed to have a workshop at a later date on this topic.

Goal number eight (8) – Safeguard Physical and Environmental Resources - Mr. Harmon stated in the past City Council prioritized a number of properties the City should endeavor to acquire. He stated the City has acquired everything at the strip of the intersection of Highways 52 and 176 and there were only four (4) other properties still on the priority list. Mr. Harmon and City Council continued discussion of these properties. Mayor Heitzler stated Mrs. Brown (former Councilmember Marguerite H. Brown) wanted to take the bars at the strip down to the ground, consolidate the greater Goose Creek area and make Goose Creek a place people were proud to live and during her tenure on City Council, two (2) of the three (3) were accomplished. Mr. Harmon added by stating ninety-percent (90%) of what she wanted to accomplish was achieved. City Council and Mr. Harmon briefly discussed possibilities of what to do with the strip area.

Goal number nine (9) – Expand the Water System - Mr. Harmon recommended they abandon the acquisition of the Crowfield water system and continue to look at The Oaks water system and enter into a ten (10) year contract with the Charleston Water System (CWS) with a ten-percent (10%) franchise fee. Mayor Heitzler inquired what would be done with the ten-percent (10%) franchise fee. Mr. Harmon stated it would go into the General Fund during the 2015 Budget. Mayor Heitzler inquired if this money could be used to purchase The Oaks water system. Mr. Harmon stated this could be done, but he would not recommend it because the cost of



The Oaks water system was not financially feasible with a \$1,200,000 acquisition cost, you would be looking at a fifty (50) year return on investment. Mayor Heitzler inquired if it was time to sell the City's system to CWS or Berkeley County. Councilmember Green-Fletcher stated the citizens would be unhappy with this because of the price increase. Councilmember Esarey inquired why the City would even want to sell it and Mayor Heitzler stated the idea of regionalism has advantages. Mr. Harmon stated the real advantage would be a change in policy with CWS as far as equalization of rates. Mr. Harmon stated it was previously mentioned there was a possibility the cost of The Oaks water system could come down if a longer Service Area Agreement was negotiated from ten (10) to fifteen (15) years. He stated City Council needed to abandon the concept of acquiring the Crowfield water system because it was unaffordable. Mayor Heitzler stated Mr. Harmon was not saying they need to sell the water system, but he believed City Council needed to have a workshop to discuss the larger possibilities. Mr. Harmon stated City staff was still in the process of putting together some engineering for the water system improvements and the improvements were valued around \$8,000,000. Mr. Harmon briefly discussed the improvements and stated this topic would be a separate workshop. Mayor Heitzler stated goal number nine (9) would change from reading "Expand Water System" to "Improve Water System". Mr. Harmon stated he was of the opinion CWS could be offered a twenty (20) year Service Area Agreement and this would decrease the cost of The Oaks water system to \$600,000.

Goal number ten (10) – Develop Long Term Plan for Golf Course Facilities - Mayor Heitzler stated the comfort stations were under way. Mr. Harmon stated this was a short term project and it, as well as, the re-grassing, did not need to be listed as a goal on the One Year Plan. Mr. Harmon provided some information on golf course revenues and stated these are dependent on the weather. Mr. Harmon and City Council continued discussions concerning various golf courses and their history in the industry. Mr. Harmon stated Mr. Troy Sanders, Golf Director, has done an outstanding job. Mayor Heitzler stated every time it is stated the City is making money on the golf course he gets a lump in his throat because he knows they are not making money, the tax payers paid the debt and the golf course is paying the Capital. Mr. Harmon stated even with the depreciation the City is still making money. Mayor Heitzler inquired of City Council if they thought in 2015, they should develop a facilities plan for a clubhouse/banquet facility/meeting facility. Councilmember Moore stated he thought they should leave this part on the list. Mr. Harmon stated he believed number ten (10) should be completely removed from the Strategic Plan. Mayor Pro Tem Phillips inquired about Phase II of the Community Center having an events room. Mr. Harmon stated they are not pursuing the events building because the additional cost would be around \$3,000,000. Mr. Harmon stated an activity pavilion would be the most feasible thing to build and redevelopment of the Golf Clubhouse Facility. Mayor Heitzler mentioned combining a multi-purpose facility at the Golf Course since it was removed from the Phase II plans of the Community Center. City Council continued discussion about a multipurpose facility and pavilion. It was agreed to by City Council to develop a Facilities Plan for the golf course of a clubhouse/banquet facility/meeting facility and to implement it into the Strategic Plan.

Goal number eleven (11) – Explore Opportunities to Redevelop Housing - City Council agreed to remove this item from the One Year Strategic Plan. Councilmember Esarey stated they are not investors; therefore, the goal was not necessary.

Goal number twelve (12) – Develop Succession Plan for Selective Key Management Positions - Mr. Harmon stated he suggested during City Council's previous team building exercises to revise the Goals and Objectives and to make succession planning a separate issue after City Council makes their revisions. Mr. Harmon provided to City Council a list of positions they will need to find replacements. He stated City Council should discuss this in a separate workshop and transfer his notes to the proposed Goals and Objectives. City Council agreed with Mr. Harmon.

Mayor Heitzler inquired of City Council if there was anything else they would like to add to the One Year Strategic Plan. Mayor Pro Tem Phillips stated after hearing citizens making comments they would like a dog park, he requested it be added to the Goals and Objectives. He stated he has visited various dog parks and they seem pretty simple and usually consist of two (2) areas for the different size dogs, to include, a port for people to go in with their dogs; as well as, benches, mounds and other various things for inside the park. He stated it would need to be located where there would be a lighted parking area. Mayor Heitzler stated he does not like

dog parks and if he had a dog he would not use a dog park; but, if the citizens of Goose Creek desired a dog park then he believed a simple one could be built. City Council continued with discussions on the details that would go into building a dog park and the pros and cons to having one located in the City.

Mayor Heitzler inquired of Councilmember Esarey as to his thoughts pertaining to the old Oaks Country Club. Councilmember Esarey stated at some point the place may burn down sitting empty. He stated City Council has already spent all their money and it could be added to the Five (5) Year Plan. Mayor Heitzler stated they could add investigate The Oaks Country Club to the Five (5) Year Plan for public use. Mayor Heitzler stated he was still interested in having a Cultural Committee in the City with seven (7) individuals to represent seven (7) different fine arts talents. He stated this was something he would like this year. City Council inquired about the money for this and Mayor Heitzler stated the proposed Cultural Commission would not be given a budget, but just the opportunity to meet. City Council continued discussions of the Goose Creek City Band that came from the Cultural Committee. Mayor Heitzler stated the Sounds of Summer event also came from the Cultural Committee. He stated Goose Creek High School is the Arts Center for the Berkeley County School District, Marrington Middle is the Arts Center for middle schools; and, Howe Hall Elementary is the Arts Center for elementary schools. Mayor Heitzler stated he has been approached and asked if the City would be interested in extending the arts out into the community. Mayor Heitzler stated he requested the teachers he met with get with their colleagues so it would be a co-school initiative. He stated he told them if City Council was willing to move forward they would discuss a Cultural Commission to look at some ideas. City Council agreed to add Explore a Cultural Commission to the One Year Strategic Plan as one of the goals.

Councilmember McCants stated the Municipal Association Uptown Brochure had an article concerning economic development as a team sport and the number of people who needed to be involved. He stated one (1) employee for economic development would not be beneficial and the City was in no position to hire one (1) extra person who would only be involved in this and he did not want this item under the One Year Plan as a goal. Mayor Heitzler stated City Council would wait and hear what the consultant recommended to continue discussions on this topic. Mr. Harmon recommended to City Council to leave the five (5) year and twenty (20) year plans as they were and City Council agreed.

#### **IV. Comments from the Audience:**

There were no comments or questions from audience.

#### **V. Adjournment:**

Councilmember Esarey made a motion to adjourn. All in favor, none opposed. Motion carried. Meeting adjourned at 10:17 a.m.

Minutes approved and adopted:

\_\_\_\_\_  
Date: January 13, 2015

**Kelly J. Lovette, MMC**  
**City Clerk**

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

**City Council Meeting  
December 9, 2014  
7:00 P.M.  
City Hall**

**Council Members Present:**

Mayor Michael J. Heitzler; Mayor Pro Tem Mark A. Phillips; Councilmember Debra Green-Fletcher; Councilmember Jerry Tekac; Councilmember John McCants; Councilmember James (Kimo) Esarey

**Council Members Absent:**

Councilmember Franklin Moore

**Staff Present:**

City Administrator Dennis C. Harmon; City Clerk Kelly J. Lovette; Police Chief Harvey Becker; Fire Chief Steve Chapman; Finance Director Ron Faretra; Director of Public Works Steve Price; Director of Recreation Gary Stuber; Director of Golf Operations Troy Sanders; Public Information Officer Jesica Mackey; Director of Planning and Zoning Sarah Hanson

**Staff Absent:**

**Invocation:**

Mayor Pro Tem Phillips

**Pledge of Allegiance:**

Mayor Heitzler

**Press Present:**

Steve McDaniel- Goose Creek Gazette

**Guests Present:**

---

**I. Call to Order:**

Mayor Heitzler called the meeting to order at 7:02 p.m.

**II. Comments from the Audience:**

Mayor Heitzler recognized Mr. Dennis Wenger who inquired about the proposed abatement ordinance. He stated at some point the same people who currently serve the City will not be in power and they may not have the best interest of the citizens in mind. He inquired how likely it was if the City put liens on a property that they would go into the real estate business. Mayor Heitzler stated the City hoped to never get into the real estate business and it was not their desire to have a lien on anyone's property; however, if forced, they will use the ordinance to abate a hazard on one's property. He gave an example of a two (2) story chimney getting ready to fall and the owner has twenty-four (24) hours to fix the problem and if, the owner fails to do so, the City will have the chimney braced so it does not fall on anyone or another house, and the bill will be sent to the owner and this conceivably could become a lien. Mayor Heitzler stated there are other circumstances not considered, like eminent danger the City would perhaps give a thirty (30) day notice. Councilmember Esarey gave a real life example of a pool at an empty house where the roof fell in and the pool was left open and the City did abatement on the pool. He stated the City had it covered so it was not an attractive nuisance where a child could crawl in and die. He stated the proposed ordinance would make the process quicker for taking care of things because this home with the pool set there for years before anything could be done. Mr. Wenger stated his biggest concern was that the City in the past year seemed to be taking steps specifically against personal and private property and he would hate to see laws and amended ordinances which absolve people of their own personal responsibility because the more responsibility the City takes upon itself the less people will think for themselves. Mayor Heitzler recognized Mr. Arenson who inquired if the proposed ordinance was going to be retroactive and if someone was in violation before the ordinance were enacted would it apply to that specific violation. Mayor Heitzler stated it would apply and the need for abatement would be how it existed at that point in time.

### **III. Approval of Previous Minutes:**

City Council Meeting – November 11, 2014

Councilmember Tekac made a motion to approve the minutes, as stated by Mayor Heitzler. Councilmember McCants seconded the motion. All in favor, none opposed. Motion carried.

### **IV. Public Hearings:**

Mayor Heitzler read the title to the proposed abatement ordinance.

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF GOOSE CREEK, SOUTH CAROLINA, BY REPEALING SECTIONS 93.160 THROUGH SECTION 93.164, INCLUSIVE, OF THE CODE, AND ADOPTING REVISED SECTIONS 93.160 THROUGH SECTION 93.162, INCLUSIVE, AS ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE, TO THE CODE OF ORDINANCES OF GOOSE CREEK, SOUTH CAROLINA (Second and Final Reading)**

Mayor Heitzler stated this ordinance would empower the City of Goose Creek to take action against property in various stages of needing repair. Mayor Heitzler recognized Mr. Alan Wall who inquired if there was already an ordinance in the City stating there were a certain number of days to make necessary repairs to a building. Mayor Heitzler stated yes but this ordinance would give the City the authority to repair the problem and bill the owner. Mr. Wall stated he did not like the City having this authority because he believed it is the owner's personal problem. Mayor Heitzler stated the City bears a great responsibility if they ignore eminent danger. Mr. Wall stated this would be private property and the owner's responsibility. Mayor Heitzler stated the Police Department does not have the right to just snoop around someone's property but if there is eminent danger or a crime then they have the right to go in and this kind of authority written into this ordinance. Mayor Heitzler recognized Mr. Joel Arenson who stated there are certain subdivisions with restrictive covenants which allow their board of directors to go onto a property and cut a lawn, pay for it and then charge the homeowner. He stated if they do not repay the money, the board can place a lien against their property. Mr. Arenson stated he believed the proposed ordinance is going to benefit the citizens of the City.

Mayor Pro Tem Phillips made a motion to adopt the ordinance, as stated by Mayor Heitzler. Councilmember McCants seconded the motion. All in favor, none opposed. Motion carried.

Mayor Heitzler stated the second item under public hearings was a proposed agreement which would bring back the Development Agreement with Liberty Village. He stated the developer had an agreement with the City that expired and this is a newly proposed Development Agreement and was about ninety-nine-percent (99%) identical with the previous agreement; but, there are some improvements from the City's perspective. He stated the Agreement would guarantee Adler Drive would be completed through the wetlands and go from Liberty Hall Road to Henry Brown Boulevard. He stated there is a water line the developer agreed to layout which would be a big savings to the City and the developer will also put in two (2) lane roads from Liberty Hall Road up through Montague Road and through to Highway 52 (N. Goose Creek Boulevard), and which will become an extension of Henry Brown Boulevard. Mayor Heitzler recognized Mr. Joel Arenson who inquired if there would be any cost to the City with these changes. Mayor Heitzler stated there would be no cost to the City. Mayor Heitzler recognized Mrs. Mary Riley who inquired if the road would be kept at 30 mph. Mr. Harmon stated the recommended speed limit by Berkeley County is 35 mph. Mrs. Riley inquired why it was changed from 30 mph. Mr. Harmon stated there has been no change. Mrs. Riley inquired if the roundabout would remain. Mr. Harmon stated no. Mrs. Riley expressed confusion over this road being a State road. Mr. Harmon stated the South Carolina Department of Transportation (SCDOT) was working on the engineering of the roadway and they would be constructing it, under contract, with Berkeley County. Mrs. Riley inquired if there would be a traffic signal. Mr. Harmon stated no. Mrs. Riley inquired if the traffic signal would go in before the parkway was completed or after it was completed. Mr. Harmon stated the signal would be put in place current with the parkway. Mrs. Riley inquired when the roundabout would be removed. Mr. Harmon stated he could not answer her question because the City has no control over the process. Mrs. Riley stated she knew this was a five (5) year plan, but would the project begin sooner. Mayor Heitzler stated the City is hoping the project will go quicker and he thanked everyone who voted to extend the "One-Cent (1¢) Transportation Sales Tax" to make this possible, as it is a \$30,000,000 project. He stated it was envisioned as a five (5) lane road and in the future this will be a major connector. Mrs. Riley stated

she had safety concerns with the roundabout being removed and there not being a traffic signal. Mr. Harmon stated the parkway concept consisted of a lane of traffic in each direction with a center median and a pedestrian bike path; but, it cannot be pinpointed when a traffic signal would be going in to replace the roundabout.

Mayor Heitzler recognized a gentleman from the audience who inquired if the sidewalk would be the full length of Montague Plantation Road and extend past the older neighborhoods. Mayor Heitzler stated yes. Mr. Harmon stated the sidewalk would begin and extend from Liberty Hall Road, through the Henry Brown Boulevard extension, and all the way up to Highway 52 (N. Goose Creek Boulevard). Mrs. Patricia Barnett inquired about the changes in the amendment to the plans in regard to the diameter of the trees that were supposed to be left in that it went from four (4) to eight (8) inches; and, the change in the medium width went from twenty-four (24) to twenty-two (22) feet. She stated it sounds as though this is trying to be squeezed in after the fact and she talked with the City previously about clear cutting. Mayor Heitzler stated the hard wood trees should be preserved, but not necessarily the pine trees because they become a great hazard; and, the land was already timbered many years ago so there are very few hardwood trees left. Mr. Harmon stated going from four (4) to eight (8) inches would preserve the bigger trees. Mrs. Hanson stated the City ordinance has the four (4) inch requirement and this was different than the Development Agreement. Mrs. Hanson stated the neighborhood would look odd if they changed the width of the road, so the developer was allowed to keep the twenty-two (22) foot wide streets. Mrs. Barnett inquired about the Zoning because it stated residential and other areas stated multifamily. Mrs. Hanson stated it would be a combination of townhomes and apartments, and this was the intent under the original Development Agreement. Mrs. Hanson stated none of the "Land Use" has changed from the original Development Agreement. Mrs. Barnett inquired what was slated for the Commercial lot. Mrs. Hanson stated there was currently nothing definite and that the area was being actively marketed. Mrs. Barnett inquired about the size of the commercial land area. Mrs. Hanson stated approximately thirty-two (32) acres. Mrs. Barnett inquired if this was the size of a strip mall or a Wal-Mart. Mrs. Hanson stated yes. An audience member inquired about a hotel being built. Mrs. Hanson stated the Development Agreement allows for this type of "Land Use"; however, she has heard nothing along those lines. Mrs. Barnett inquired what the density would be for the Multi-family Land Use. Mrs. Hanson stated she was not yet certain, but it would have to meet the Zoning Ordinance. Mrs. Hanson stated she could provide Mrs. Barnett with a copy of the Zoning Ordinance because it was rather complicated. Mr. Harmon stated one of the strong points of the amended Development Agreement was that it conforms to a substantial amount of the Zoning Ordinance wherein previously it did not. Mrs. Hanson stated a new buffer requirement was added to the proposed Development Agreement and an open space requirement was also added. Mayor Heitzler read the title to the ordinance.

**AN ORDINANCE TO APPROVE AN EXTENSION WITH MODIFICATIONS TO THE DEVELOPMENT AGREEMENT WITH LIBERTY VILLAGE, LLC, FOR AN AREA COMMONLY REFERRED TO AS BRICKHOPE PLANTATION (Introduction and First Reading)**

Councilmember Esarey made a motion to adopt the ordinance, as stated by Mayor Heitzler. Councilmember Green-Fletcher seconded the motion. Councilmember Tekac recused himself from the discussion and voting due to a conflict of interest (business relationship) with the developer. All in favor, none opposed. Motion carried.

**V. Department Reports:**

**Police Department** – Mayor Heitzler stated he was proud of the Police Department for receiving their 4<sup>th</sup> reaccreditation from the Commission on Accreditation of Law Enforcement Agencies (CALEA). Mayor Heitzler inquired of Chief Becker about the cameras mounted on the traffic signal poles at some of the intersections within the City. Mr. Harmon stated the cameras are owned by SCDOT and they were monitoring traffic.

**Fire Department** – Mayor Heitzler inquired of Chief Chapman if he looks at the buildings of the new fire stations every day. Chief Chapman stated not every day, but he drives by them often and the contractor stated they are on schedule. Councilmember Tekac inquired about getting the murals and shots of the new fire stations placed online so everyone could see the progress. Chief Chapman stated it could be done.

**Department of Public Works (DPW)** – There were no comments or questions.

**Administration Department & Municipal Court** – There were no comments or questions.

**Recreation Department** – There were no comments or questions.

**Golf Department** – Mayor Heitzler recognized Mr. Joel Arenson who inquired when the work would begin for the comfort stations at the golf course. Mr. Sanders stated work would begin at the end of the week or beginning of the following week. Mr. Arenson inquired about the length of the project. Mr. Sanders stated construction would last approximately 120 days.

**Public Information Officer/Annexation Coordinator** – Mrs. Mackey reminded the residents the City would have free hay-rides that coming Friday, behind City Hall. She stated there would also be marshmallow roasting and the Goose Creek Wal-Mart would be providing holiday crafts. Mayor Heitzler inquired if there was an age limit on the hayrides. Mrs. Mackey stated no. Councilmember Esarey inquired what time the event was scheduled to begin. Mrs. Mackey stated it was from 6:00 p.m. to 8:00 p.m.

**Planning Department** – Mrs. Barbara Bates inquired if there was any new development coming to the City. Mrs. Hanson stated there were two (2) projects under construction; the Neighborhood Market on Saint James Avenue, across from Publix, and a Mattress Firm Show Room to be located on Saint James Avenue, next to the SunTrust Bank. A lady from the audience inquired what was going in front of the Navy Weapons Station. Mrs. Hanson stated this was also a Neighborhood Market. A gentleman from the audience stated he thought the construction across from Publix was going to be a Wal-Mart. Mrs. Hanson stated the Neighborhood Markets are owned by Wal-Mart. Mrs. Mary Riley stated she heard an overpass was going to be built at Highway 52 and 176 (Red Bank Road and St. James Avenue). Mayor Heitzler stated they would like to have an overpass at this major intersection because traffic needs to move more efficiently through that area, and City Council has been very proactive the last decade in planning loops around the City. He stated an overpass would cost approximately \$48,000,000, and he hoped some monies from the State could be used to leverage this project. Mayor Heitzler stated a new County Supervisor would be sworn into office and he did not know if Berkeley County would have the same transportation director; however, once Berkeley County became re-organized he would be able to provide more details.

## **VI. City Administrator's Report:**

**Approval of Records Retention (City Clerk)** – Mr. Harmon stated there was a recommendation from the City Clerk to approve record retention schedules previously approved by the South Carolina Department of Archives and History. He stated the retention schedule for Meter Reports would be two (2) years and then destroyed. He requested City Council's consideration in approving the retention schedule.

Councilmember McCants made a motion to approve the retention schedule, as stated by Mr. Harmon. Mayor Pro Tem Phillips seconded the motion. All in favor, none opposed. Motion carried.

**Appointment of Board and Commission Members (Planning Department)** – Mr. Harmon stated there were members of the City's board and commissions who needed to be reappointed. He stated the individuals indicated they would like to continue to serve the City. He stated the Architectural Review Board served two (2) year terms to expire December 31, 2016, and those members included, Mr. Joel Arenson, Mr. Gary Becker, Mrs. Sharon Clopton and Mrs. Chris Rogge. He stated the Planning Commission served three (3) year terms to expire December 31, 2017, and those members included, Mrs. Connie Myers, Mr. Jeffery Smith and Mr. Darryl Williams. He stated the Zoning Board of Appeals served three (3) year terms due to expire December 31, 2017, and its member included Mr. Ralph Hayes. Mr. Harmon requested City Council's consideration for reappointment of these board and commission members.

Councilmember Esarey made a motion to approve the reappointment of board and commission members, as stated by Mr. Harmon. Councilmember Green-Fletcher seconded the motion. All in favor, none opposed. Motion carried.

**Consideration of Water Service Area Agreement (Charleston Water System)** – Mr. Harmon stated there was a Water Service Area Agreement with Charleston Water System (CWS) before City Council. He stated the provisions included granting a Water Service Area Agreement to CWS for twenty (20) years and it mainly encompassed areas within Crowfield Plantation. He stated the Agreement provided for the sale of the water

system, located in The Oaks subdivision, to the City for \$600,000. He stated it also provided for a Franchise Fee of 10% to be paid to the City from CWS, and the Franchise Fee would be paid by CWS instead of being attributable to the individual customer. Mr. Harmon stated from a staff perspective they recommended City Council approve the Water Service Area Agreement. Councilmember Esarey made a motion to approve the Water Service Area Agreement, as stated by Mr. Harmon. Councilmember McCants seconded the motion. All in favor, none opposed. Motion carried.

Mayor Pro Tem Phillips stated it has been a goal of the City's for a number of years to purchase the Crowfield Water System from CWS. He stated City Council has been working with CWS for several years, even hiring consultants on both sides, and they were unable to come to any agreement and the price has made it unfeasible to purchase the water system that serves areas in Crowfield Plantation, an area CWS has serviced for the past twenty (20) years. Councilmember Esarey stated, for the record, the Franchise Fee Agreement from all utilities is normally 5% and the City was fortunate to get 10% from this agreement and he believed it was a good opportunity. He stated he was not in favor of purchasing The Oaks water system, but the matter could be further discussed by City Council in the future on what they do with the system. He stated the 10% Franchise Fee was a huge advantage and it will bring in \$200,000, per year, into the City's General Operating Fund. Mr. Harmon stated this agreement did include the purchase of The Oaks water system, but it did not include a time table because there are certain things the City needed to do as far as financing and it left the purchase date open; but, it authorized the City to purchase the system.

**Consideration of Lease Amendment (Berkeley County)** – Mr. Harmon stated there was a lease agreement for City Council's consideration which was an amendment to a lease agreement entered into twenty (20) years previously. He stated it involved the Senior Citizen's Center property the City owns and they leased to Berkeley County twenty (20) years ago to build the Senior Citizen's Center. He stated this site has been identified as an optimal site for a 1,000,000 gallon elevated hydro-pillar in the Water System Improvement Plan. He stated the amendment would take some of the property out of the previous lease and allow the City to build the water tower in 2015. He stated it required City Council to amend the lease agreement.

Councilmember Tekac made a motion to approve amendment to the lease agreement with Berkeley County, as stated by Mr. Harmon. Mayor Pro Tem Phillips seconded the motion. All in favor, none opposed. Motion carried.

## **VII. Mayor's Report:**

**Consideration of Revised 2015 Goals and Objectives (Strategic Plan)** – Mayor Heitzler stated it was his pleasure to report City Council held two (2) workshops to write a strategic plan for the year 2015. At this time, Mayor Heitzler reviewed each of the City's goals under the One (1) Year Planning Cycle. He stated there were no great enlightenments on the five (5) or the (20) year vision. He stated, under the Five (5) Year Plan, City Council wished to consider they continue to safeguard the wetlands and green spaces and provide opportunities with passive parks. He stated fire stations are in need at Liberty Hall Plantation and Carnes Crossroads. He stated City Council was aware the population was changing; therefore, under the Twenty (20) Year Plan, they wanted to anticipate the needs of an aging population and the use of multi-model transportation. He stated he did not believe trains would be seen carrying people back and forth, but he believed and was most certain there will probably be mass transportation with buses and trolleys.

Mayor Pro Tem Phillips made a motion to adopt the 2015 Strategic Plan's Goals and Objectives, as stated by Mayor Heitzler. Councilmember Tekac seconded the motion. All in favor, none opposed. Motion carried.

Mayor Heitzler recognized the City Clerk, Ms. Kelly Lovette, and stated in Greenville, South Carolina, she recently received this year's Professional Achievement Award from the Municipal Finance Officers, Clerks and Treasurers Association through the Municipal Association of South Carolina. He stated the City knew she was outstanding but she was now recognized statewide as being exceptional in her career and skill set.

### **VIII. Comments and Questions:**

Mayor Heitzler recognized Mrs. Barbara Bates who inquired if Henry Brown Boulevard, going from the Naval Weapons Station to the City of Hanahan, was a State or Berkeley County Road. Mayor Heitzler stated Henry Brown Boulevard was owned by the State of South Carolina. Mrs. Bates inquired who owned Crowfield Boulevard. Mr. Harmon stated it was a State road. Mrs. Bates inquired who owned the residential streets in Crowfield Plantation. Mayor Heitzler stated most of them were owned by Berkeley County. Mayor Heitzler stated if the street had a green sign with an S8 on it, then it is a State road. Mayor Heitzler stated in 1994, the State stopped taking the roadways in Crowfield Plantation. Mayor Heitzler recognized Mr. Jeffrey Smith, who stated at the last Planning Commission meeting he announced he was stepping down as its Chairman and that Mr. Wall would retake that seat.

Mayor Heitzler recognized Mr. Joel Arenson who inquired about the extension of the Agreement with CWS for the individuals of Crowfield Plantation and the service they would receive. Mayor Heitzler stated these customers would continue to receive the same services. Mr. Arenson inquired what would have happened if the City had not extended the Agreement. Mayor Heitzler stated CWS would have continued to provide water services without an agreement. Councilmember Tekac stated the City would not have received the Franchise Fee and the Agreement does not allow CWS to pass the 10% Franchise Fee onto the residents they serve in Crowfield. Mr. Arenson inquired about Nexton's entry of their current development being that of Summerville, but the acreage they own extends behind Carnes Crossroad, which is located in the City limits of City of Goose Creek, and will the portion of that property, behind Carnes Crossroad, still be considered Summerville. Mayor Heitzler stated there is potential that portion of Nexton's property could be annexed into the City of Goose Creek. Mayor Heitzler recognized Mrs. Mary Riley who inquired what the City's goals were with Roper Hospital. Councilmember Esarey stated Roper will be building an 80,000, square foot medical facility, as well as, a second building; but, there was no progress with the court cases. Mr. Harmon stated both buildings would be designated as medical office buildings. Mayor Heitzler stated as long as a patient does not stay more than twenty-three (23) hours, they are not considered a hospital. Mrs. Riley inquired about a road at Sophia Landing going down the back end of their development and if it would connect into Adler Drive and Liberty Hall Road. Mayor Heitzler stated it will not connect into either road. Mrs. Riley inquired as to the reason for Councilmember Tekac recusing himself from voting on the extension of the Development Agreement with Liberty Village, due to a conflict of interest. Councilmember Tekac stated his employer has a relationship with the developer.

Mayor Heitzler recognized Mr. Steele who stated he noticed the Department of Transportation was putting in a new train station and cargo stop in Summerville, and inquired if the City planned on having a public transportation stop for Goose Creek. Mayor Heitzler stated not at this time, but it was in the City's Twenty (20) Year Plan. He stated the only mass transportation center currently in existence within the City, was behind the old Berkeley County Office Building, next to the Post Office, and is where the buses pick-up and drop off due to limited transportation services. He stated these are the Tri-County link buses, but they envision that one day the Carta buses will move up to this area from the Kmart on Rivers Avenue, in North Charleston. Mayor Heitzler recognized Mr. Alan Wall who referred to the modification plan at the intersection of Highway 52 and 176, and inquired when the plan would be completed. Mayor Heitzler stated it would be completed during the current winter. Mr. Wall thanked City Council and Mayor Heitzler for their dedication and he thanked the staff for fulfilling the plans, even if he did not always agree with them.

### **IX. Adjournment**

Councilmember Tekac made a motion to adjourn. Councilmember Moore seconded the motion. All in favor, none opposed. Motion carried. Meeting adjourned at 8:17 p.m.

Date: January 13, 2015

---

**Kelly J. Lovette, MMC**  
**City Clerk**

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



# *Public Hearings*

Ordinance #:

**AN ORDINANCE**

**AN ORDINANCE TO APPROVE AN EXTENSION WITH MODIFICATIONS  
TO THE DEVELOPMENT AGREEMENT WITH LIBERTY VILLAGE, LLC,  
FOR AN AREA COMMONLY REFERRED TO AS BRICKHOPE  
PLANTATION**

**WHEREAS**, Liberty Village, LLC, and the City of Goose Creek entered into a development agreement for Brickhope Plantation on July 20, 2004, and

**WHEREAS**, Liberty Village, LLC, has requested an extension of the term of the development agreement and has agreed to proposed modifications to the development agreement, including the addition of The Ryland Group, Inc. as a party to the agreement, and

**WHEREAS**, the Mayor and City Council of the City of Goose Creek, South Carolina, have found that the aforesaid development agreement meets all of the requirements of Sections 6-31-10 through 6-31-160, inclusive, of the Code of Laws of South Carolina 1976, as amended, and that the development plan is consistent with the Comprehensive Plan of the City of Goose Creek, South Carolina

**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 development agreement extension with modifications between Liberty Village, LLC, The Ryland Group, Inc., and the City of Goose Creek, a South Carolina Municipal Corporation, which is attached hereto and made a part hereof by reference, is hereby approved and adopted.

**INTRODUCED** the 9<sup>th</sup> day of December, 2014.

**DONE** the 13<sup>th</sup> day of January, 2015.

\_\_\_\_\_  
Mayor Michael J. Heitzler, Ed.D.

Attest: \_\_\_\_\_  
Kelly J. Lovette, MMC, City Clerk

\_\_\_\_\_  
Mayor Pro Tem Mark A. Phillips

\_\_\_\_\_  
Councilmember Kimo Esarey

\_\_\_\_\_  
Councilmember Debra Green-Fletcher

\_\_\_\_\_  
Councilmember John McCants


\_\_\_\_\_  
Councilmember Franklin Moore

\_\_\_\_\_  
Councilmember Jerry Tekac

## MEMORANDUM

---

TO: Mayor Michael Heitzler and City Council Members  
Dennis Harmon

FROM: Sarah Hanson 

DATE: November 25, 2014

SUBJECT: Brickhope Plantation Development Agreement

---

Attached is the draft for the proposed extension and modification of the Brickhope Development Agreement which expires this month. This Agreement was approved in November 2004 to provide the development requirements for the Brickhope community which is located along Montague Plantation Road on the north end of the community and along Henry Brown Boulevard on the south end of the development. Since that time Ryland Homes has developed the Liberty Village portion of Brickhope, adding approximately 450 single family residential homes and an amenity center. Various home builders completed the Brickhope Greens section of approximately 225 homes from 2004 to 2009. The land use map for the overall development also includes acreage for future single family homes on lots which will be smaller than what has been developed thus far as well as acreage for multi-family development, commercial development, and park areas.

Upon the request of Liberty Village, LLC, the Property Owner of Brickhope, to extend the term of the Agreement, we have studied the Agreement and carefully reviewed the differences between the current Agreement and our current development requirements.

From our review we have provided suggested modifications which strengthen the City's review process and the required standards for future development. Great flexibility was given to the developer initially to entice them to annex the property and to develop the property within the City. It is Staff's recommendation that it is appropriate, with the extension of the Agreement, to modify some of the concessions originally given to ensure that the City's current development requirements will be met.

These suggested modifications have been approved by Liberty Village, LLC as well as Ryland Homes. Ryland, who has contracted to complete the remaining single family residential development within Brickhope, will become a principal party to the Agreement with this extension. Changes to the Agreement are highlighted in yellow. In some instances I have made notes regarding the change.

The major proposed modifications to the agreement are as follows:

- Add an open space requirement for single family and multi-family communities for the purpose of both passive and active recreation (per the City's zoning ordinance);

- Include a stormwater management plan approval requirement in order to meet new stormwater requirements;
- Require land use buffers for incompatible adjacent uses (per the City's zoning ordinance);
- Require multi-family uses be approved via Conditional Use Permit approval (per our current zoning ordinance requirements);
- Require commercial projects be approved by both City Staff and the City's ARB (per the City's zoning ordinance);
- Require that development be subject to the City's prevailing fees rather than a set fee schedule;
- Zoning classifications C (Commercial), B (Business), and LI (Light Industrial) will no longer be considered interchangeable uses;
- There is specific language requiring the Property Owner to provide the extension/connection of both Henry Brown Blvd. and Adler Drive, including the water main for Adler Drive;

When discussing the City's requirement that both Henry Brown Boulevard and Adler Drive be connected by the developer, Ryland Homes requested a change to the development requirements for the portion of the property they are purchasing as part of the Agreement extension. In order to make the economics of the road connections work, they state they must be able to develop approximately 230 lots. To make that work, the lot frontages would need to be reduced so that approximately 50% of the lots could have frontages of 45'. The other 50% of their lots would, then, have frontages of 55'.

This change increases the density somewhat over the original standards, and the change also changes the product that Ryland will be offering on the smaller lots. The majority of these smaller lots will be within one section of the community rather than interspersed throughout their two new land areas. Staff has requested that for the 45' lots there be a 25' front setback rather than the typical 20' setback, as the lot depths should allow this easily, and Staff believes the 25' setback will lessen the visual impact of the increased density. Ryland has agreed to our request.

As an overview, both property owners have agreed to the City's requested changes, including the all important connection of the two roadways and the water line extension. The only major concession made by the City is allowing Ryland to build approximately 115 lots with 45' fronts, thereby increasing the density of one of their communities and building on lots much more narrow than our development standards allow outside of a development agreement.

Should you have questions or concerns please do not hesitate to contact me.

**BRICKHOPE PLANTATION  
DEVELOPMENT AGREEMENT EXTENSION  
WITH MODIFICATIONS  
BETWEEN  
THE CITY OF GOOSE CREEK  
AND  
LIBERTY VILLAGE, LLC  
AND  
THE RYLAND GROUP,  
A MARYLAND CORPORATION**



## TABLE OF CONTENTS

<u>Definitions</u> .....	2
<u>Parties</u> .....	6
<u>Relationship of the Parties</u> .....	6
<u>Legal Description of the Real Property</u> .....	6
<u>The Property Owner</u> .....	6
(a) <u>Identity of the Property Owner</u> .....	6
<u>Benefits and Burdens</u> .....	7
<u>Consistency with the City's Comprehensive Plan and Land Development Regulations</u> .....	7
<u>Development Agreement Governs</u> .....	7
<u>Legislative Act</u> .....	7
<u>Applicable Land Use Regulations</u> .....	7
(a) <u>Applicable Laws and Land Development Regulations</u> .....	7
(c) <u>Changes in City Procedure for Administering Current Regulations</u> .....	8
(d) <u>Applying New City Development Standards</u> .....	8
<u>Building Codes and Laws Other Than Land Use Regulations</u> .....	8
<u>Local Development Permits and Other Permits Needed</u> .....	9
<u>Vested Rights Governing the Development of the Real Property</u> .....	9
(a) <u>Vested Rights</u> .....	9
(b) <u>The Tract</u> .....	9
(c) <u>Vested Rights for the Tract</u> .....	9
<u>Vested Rights as to Permitted Uses for the Tract</u> .....	9
(a) <u>Uses</u> .....	9
(b) <u>Mixed Uses</u> .....	10
(c) <u>Approval of Uses by BPARB</u> .....	10

<u>Vested Rights Governing the Development of the Tract</u> .....	10
(a) <u>Permitted Uses</u> .....	10
(b) <u>Total Dwelling Units/Density</u> .....	10
(c) <u>Building Development Standards</u> .....	11
(d) <u>Aesthetics</u> .....	11
 <u>Parking/Loading Areas</u> .....	11
(a) <u>Parking and Loading Areas</u> .....	11
 <u>Height/First Finished Floor</u> .....	11
(a) <u>Height</u> .....	11
(b) <u>Hotel/Motel/Apartment</u> .....	12
(c) <u>First Finished Floor</u> .....	12
 <u>Buffers, Fencing, and Signage</u> .....	12
(a) <u>Buffers, Buffer yards and Screening</u> .....	12
(b) <u>Signage</u> .....	12
 <u>Trees</u> .....	12
 <u>Aesthetics</u> .....	13
 <u>Impact Fees/Exactions</u> .....	13
(a) <u>Amount/No Other Impact Fees</u> .....	13
(b) <u>Credits</u> .....	13
(c) <u>[Intentionally omitted]</u> .....	13
(d) <u>Property Improvements</u> .....	13
 <u>Facilities and Services</u> .....	14
(a) <u>The Project's Roads</u> .....	14
(b) <u>Water and Sewer</u> .....	14
(c) <u>Drainage</u> .....	14
(i) <u>Adequacy/Compliance</u> .....	14
(ii) <u>Easements</u> .....	15
(iii) <u>Maintenance/Clearance</u> .....	15
(d) <u>Streetlights</u> .....	15
(e) <u>Bike Trails/Sidewalks</u> .....	15
(f) <u>Utility Easements</u> .....	15
(g) <u>Stoplights and Street/Traffic Control and Other Street Signage</u> .....	16
(h) <u>Garbage and Trash Pick-Up</u> .....	16

(i) <u>Police Protection</u> .....	16
(i) <u>Law Enforcement Services</u> .....	16
(ii) <u>Animal Control</u> .....	16
<u>Archeological and Historic Sites/Wetlands/Endangered Species</u> .....	16
<u>Motel/Hotel/Inn</u> .....	17
<u>Development Schedule for the Project</u> .....	17
(a) <u>Commencement Date</u> .....	17
(b) <u>Completion Date</u> .....	17
<u>Term of The Agreement</u> .....	17
<u>Amending or Canceling The Agreement</u> .....	17
<u>Modifying or Suspending The Agreement</u> .....	18
<u>Periodic Review</u> .....	18
<u>Severability</u> .....	18
<u>Merger</u> .....	19
<u>Cooperation</u> .....	19
<u>Governing Law</u> .....	19
<u>Remedies/Nonbinding Arbitration</u> .....	19
<u>Recording</u> .....	20
<u>Third Parties</u> .....	20
<u>City Determination Relating to the Project</u> .....	20
<u>Successors and Assigns</u> .....	20
(a) <u>Binding Effect</u> .....	20
(b) <u>Transfer of Real Property</u> .....	20
(i) <u>Notice of Property Transfer by Property Owner</u> .....	21
(ii) <u>Transfer of Facility and Service Obligations/Notice to City</u> .....	21
(iii) <u>Mortgage Lenders</u> .....	21
(c) <u>Release of Property Owner</u> .....	21
(d) <u>Estoppels Certificate</u> .....	22



<u>General Terms and Conditions</u> .....	22
(a) <u>Agreements to Run with the Land</u> .....	22
(b) <u>State and Federal Law</u> .....	22
(c) <u>No Waiver</u> .....	23
(d) <u>Entire Agreement</u> .....	23
(e) <u>Attorneys Fees</u> .....	23
(f) <u>Notices</u> .....	23
(g) <u>Execution of Agreement</u> .....	24
<u>Exhibit A – Real Property Description</u> .....	28
<u>Exhibit B – Map of the Real Property</u> .....	29
<u>Appendices</u> .....	30

**BRICKHOPE PLANTATION  
DEVELOPMENT AGREEMENT  
EXTENSION WITH MODIFICATIONS  
BETWEEN THE CITY OF GOOSE CREEK  
AND LIBERTY VILLAGE, LLC AND THE RYLAND GROUP, INC.**

**THIS DEVELOPMENT AGREEMENT EXTENSION WITH MODIFICATIONS OF THE DEVELOPMENT AGREEMENT DATED JULY 20, 2004** is entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_ by and between the City of Goose Creek, a municipal corporation organized and existing under the laws of the State of South Carolina, Liberty Village, LLC, a South Carolina limited liability company, and The Ryland Group, Inc., a Maryland corporation.

**RECITALS**

This Agreement is predicated upon the following:

1. The Code of Laws of South Carolina §6-31-10 through §6-31-160, inclusive, enable municipalities to enter into binding development agreements with persons or entities intending to undertake any development on real property containing certain minimum acreages of highland and having a legal or equitable interest in the real property to be developed. The City has adopted an ordinance pursuant to this legislation authorizing the City to enter development agreements;
2. Under Code S.C. §6-31-30, and pursuant to City Ordinances, the City Council of the City has adopted City Ordinance #02-004, establishing procedures and requirements for considering and entering development agreements;
3. Under S.C. Code §6-31-100 and City Ordinance #02-004, the development agreement may be amended by mutual consent of the parties to the agreement;
4. Under S.C. Code §6-31-100 and City Ordinance #02-004, the City Council of the City adopted City Ordinance #04-010 on July 20, 2004, approving and adopting a Development Agreement with Liberty Village LLC for an area commonly known as Brickhope Plantation;
5. Under S.C. Code §6-31-50, §6-31-60 and City Ordinance #\_\_\_\_\_ the City conducted public hearings regarding its consideration of this Agreement Extension with Modifications to the Development Agreement on November 4, 2014, on December 9, 2014, and on January 13, 2015, after publishing and announcing notice of its intent to consider this Agreement, all in satisfaction of provisions S.C. Code §6-31-50 and City Ordinance #02-004;
6. Under S.C. Code §6-31-60, §6-31-60(A)(7), §6-31-70 and City Ordinance #\_\_\_\_\_, the City Council of the City of Goose Creek found that this Agreement is consistent with the City Comprehensive Plan and Land Development Regulations; and

**NOW THEREFORE, the Parties agree:**

1. **Definitions**

In this Agreement, unless the word or phrase is non-capitalized:

- (a) "Agreement" means this Development Agreement Extension with Modifications, including the recitals and exhibits and appendices attached hereto.
- (b) Architectural Review Board (ARB) means the duly appointed Architectural Review Board of the City of Goose Creek.
- (c) "Association" means the Brickhope Plantation Community Association, Inc. to be formed by Property Owner.
- (d) "Building Development Standards" means minimum standards for the area, width, depth, accessory structures or uses, building Setback, and yard requirements, and the maximum standards for Height and building coverage, for Lots or Development Parcels.
- (e) "City" is the City of Goose Creek, South Carolina, a municipal corporation organized and existing under the laws of the State of South Carolina.
- (f) "County" is the County of Berkeley, South Carolina.
- (g) "Comprehensive Plan" means the comprehensive plan for the City adopted pursuant to City Ordinance # 99-003.
- (h) "Density" means the total number of Dwelling Units per acre permissible for a given use under the terms of this Agreement. No other density requirements are applicable to the Project.
- (i) "Development" means the planning for or carrying out of a building activity or mining operation, the making of a material change in the use or appearance of any structure or property, or the dividing of land into three or more parcels, and is intended by the Parties to include all uses of, activities upon or changes to the Real Property as are authorized by the Agreement.

"Development" as designated in a land or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, "Development" refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part

of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

- (j) "Development Parcel" means any parcel of land on which Development may occur, including platted Lots and unplatted parcels, but excluding street rights-of-way.
- (k) "Development Permit" includes a building permit, zoning permit, subdivision approval, rezoning certification, conditional use, variance, certificate of occupancy or any other official action of Local Government having the effect of permitting the Development or use of property.
- (l) "Dwelling Unit" means one or more rooms, designed, occupied or intended for occupancy as a separate living quarter, with cooking, sleeping and sanitary facilities provided within the dwelling unit. Dwelling Unit does not include accessory buildings in the Tract. Dwelling Units include single-family homes, townhomes, condominiums and other multi-family units.
- (m) "Facilities" means major capital or community improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water. The Property Owner is responsible for only those specific Facilities that Property Owner expressly undertakes to install in this Agreement. See Section 22.
- (n) "Finished Grade" means the average elevation of a Lot after site improvements. Height is measured from one foot (1') above Finished Grade.
- (o) "Height" means elevation from Finished Grade as measured in feet and/or stories, except when the slope of the applicable real property is irregular, the Height shall be the average of the elevations as measured at the four (4) corners of the building in feet and/or stories. Height in stories is the number of habitable floors (stories) exclusive of the area below the first finished floor.
- (p) "Impact Fees" means and refers to all fees, charges, dedications, obligations, or exactions of any kind whatsoever that may be imposed by the City under existing or future City Ordinances, existing or future state statutes, or as a matter of legal or equitable right arising, directly or indirectly, from any Development of the Real Property.
- (q) "Impervious Surface" means a surface which does not permit the absorption of storm water into the ground. This may include walkways and driveways which are impervious to storm water.
- (r) "Land Development Regulations" means ordinances and regulations enacted by the appropriate governing body for the regulation of any aspect of Development and includes, but is not limited to, Local Government zoning (including the Zoning Ordinance), rezoning, subdivision, building construction, occupancy,

aesthetic, road, or sign regulations or any other regulations controlling the Development or use of property.

- (s) "Laws" means all ordinances, resolutions, regulations, Comprehensive Plans, Land Development Regulations, policies and rules, custom and usage (formal or informal) adopted by a Local Government affecting the Development of property and includes laws governing permitted uses of the property, governing density, and governing design, improvement, and construction standards and specifications, except as provided in §6-31-140(A).
- (t) "Lot Coverage" is the portion of the lot area, expressed as a percent (rounded to the nearest whole percent), that is covered by the maximum horizontal cross section of a building or buildings exclusive of eaves."
- (u) "BPARB" means the Brickhope Plantation Architectural Review Board formed, or to be formed, by the Property Owner.
- (v) "Brickhope Plantation Covenants" means and refers to the Declaration of Covenants, Conditions, and Restrictions for all Properties in Brickhope Plantation recorded in the Office of the Register of Deeds for Berkeley County in Book R, Volume I 6789, Page 63, and all amendments and supplements thereto.
- (w) "Local Government" means any county, municipality, special district, or governmental entity of the State, county, municipality, or region established pursuant to law which exercises regulatory authority over, and grants Development Permits for land Development or which provides public Facilities.
- (x) "Lot" means Development Parcel identified in a Subdivision Plat recorded in the Office of the Register of Deeds for Berkeley County.
- (y) "Open Space" means an unoccupied space open to the sky on the same lot with the building and free of automotive traffic, parking and undue hazard, and readily accessible by all those for whom it is required.
- (z) "Parties" are the Property Owner and City.
- (aa) "Permitted Uses" or "Uses" means the specific land uses enumerated under the Zoning Ordinance and in Appendix III by which the Property shall be used and developed.
- (bb) "Planning Commission" means the Planning Commission for the City as created under the City's ordinances §§101 et seq.
- (cc) "Project" is the Development that has occurred and will occur on the Real Property.

- (dd) "Property Owner" means Liberty Village, LLC, a South Carolina limited liability company and The Ryland Group, Incorporated, their successors in interest, or successors in title (as to any portion of the Real Property) and/or assigns by virtue of assignment or other instrument pursuant to Section 39 hereof. When used herein with reference to a specific Development Parcel, Lot, or specific portion of the Real Property, Property Owner shall mean and refer to that specific person or entity that has legal title to the Tract, Development Parcel, Lot, or specific portion of the Real Property. This definition of Property Owner shall not be understood to impose obligations, burdens, or liabilities on any of the particular person or entities comprising the Property Owner for portions of the Real Property not owned by them. Property Owner warrants that there is no other legal or equitable owner of the Real Property.
- (ee) "Real Property" is the real property referred to in Section 4 and includes any improvements or structures customarily regarded as part of real property. The Property Owner reserves the right to purchase additional real property to be governed by the terms of this Agreement and upon sending written notice to the City of such purchase, the additional real property shall be included in the definition of Real Property.
- (ff) "Setback" means and refers to the minimum distance to the nearest adjacent property line, street, or right-of-way when measured at right angles.
- (gg) "Single Family Detached Dwelling" means a building containing one Dwelling Unit that is not attached to any other Dwelling Unit and is surrounded by yards or open space.
- (hh) "Subdivision Plat" means a recorded graphic description of property (having its principal frontage upon an approved street or access) prepared and approved in compliance with the Zoning Ordinance as modified by Appendix I & Appendix III.
- (ii) "Tract" means that parcel constituting the Real Property as shown in Exhibit B.
- (jj) "Vested Units" means the total number of Dwelling Units per acre authorized on any portion of the Real Property by this Agreement.
- (kk) "Vested Commercial Footage" means all the Gross Leasable Area authorized on any portion of the Real Property by this Agreement.
- (ll) "Zoning Board of Appeals" or "ZBA" means the duly appointed Zoning Board of Appeals of the City of Goose Creek.
- (mm) "Zoning Ordinance" means the City of Goose Creek Zoning Ordinance, a copy of which is attached hereto as Appendix IV and incorporated herein by reference.

2. **Parties**

Parties to this Agreement are the Property Owner and the City. When used herein with reference to the Tract, Development Parcel, Lot, or other specific portion of the Real Property, Parties shall mean and refer to the City and that specific person or entity that has legal title to the Tract, Development Parcel, Lot, or specific portion of the Real Property. If portions of this Agreement apply to one or more, but not all, of the entities or persons comprising the Property Owner, those particular parties may be separately referred to.

3. **Relationship of the Parties**

This Agreement creates a contractual relationship among the Parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where the City or Property Owner may be held responsible for the acts of the other Party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of the Property Owner constitutes "state action" for any purpose.

4. **Legal Description of the Real Property**

The Real Property which is the subject of this Agreement is described as follows:

A map of the Real Property is set forth in Exhibit B. A legal description of the Real Property is set forth in Exhibit A.

The Real Property currently consists of approximately 439 acres of highland, with approximately 164 acres being undeveloped at the time of this Agreement Extension. The Property Owner reserves the right to add additional real property to be governed by the terms of this Agreement.

5. **The Property Owner**

(a) **Identity of Property Owner.**

Property Owner means Liberty Village, LLC, and/or The Ryland Group, Inc., their successors in interest, or successors in title (as to any portion of the Real Property) and/or assigns by virtue of assignment or other instrument pursuant to Section 39 hereof. When used herein with reference to a the Tract, Development Parcel, Lot, or specific portion of the Real Property, Property Owner shall mean and refer to that specific person or entity that has legal title to the Tract, Development Parcel, Lot, or specific portion of the Real Property. This definition of Property Owner shall not be understood to impose obligations, burdens, or liabilities on any of the particular persons or entities comprising the Property

Owner for portions of the Real Property not owned by them. Property Owner warrants that there are no other legal or equitable owners of the Real Property.

6. **Benefits and Burdens**

The City and Property Owner agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure to, each of them and to their successors in interest and, in the case of the Property Owner, their successors in interest, successors in title and/or assigns pursuant to Section 39 hereof. The City and the Property Owner enter this Agreement in order to serve benefits and burdens referenced in City Ordinance #02-004.

7. **Consistency with the City's Comprehensive Plan and Land Development Regulations**

This Agreement is consistent with the City's Comprehensive Plan and Land Development Regulations.

8. **Development Agreement Governs**

Whenever express or implied substantive provisions of this Agreement are inconsistent or in conflict with the applicable standards set forth in the Ordinances of the City of Goose Creek or other Laws of a Local Government, the provisions and standards set forth in this Agreement shall govern. This rule of interpretation shall replace that set forth in the City's Zoning Ordinance §151.210 with regard to the effect of "Interpretation and Conflict."

9. **Legislative Act**

Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of the City Council, subject to compliance with applicable statutory procedures and consistent with Section 10(a). This Agreement constitutes a legislative act of the City Council of the City. The City Council adopted this Agreement only after following procedures required by S.C. Code §6-31-10 et seq. and City Ordinance #02-004. This Agreement shall not be construed to create a debt of the City as referenced in S.C. Code §6-31-145.

10. **Applicable Land Use Regulations**

(a) **Applicable Laws and Land Development Regulations.**

Except as otherwise provided by this Agreement or by S.C. Code §§6-31-10 et seq. and City Ordinance #02-004, the Law applicable to Development of the Real Property that is subject to this Agreement, are those in force at the time of execution of this Agreement Extension. The City shall not apply subsequently adopted Laws and Land Development Regulations to the Real Property or the Project unless the City has held a public hearing and has determined: (1) the



proposed subsequent Laws or Land Development Regulations are not in conflict with the Laws or Land Development Regulations governing the Agreement and do not prevent the Development set forth in this Agreement; (2) the proposed subsequent Laws or Land Development Regulations are essential to the public health, safety, or welfare and the proposed subsequent Laws or Land Development Regulations expressly state that they apply to a development that is subject to a development agreement; (3) the proposed subsequent Laws or Land Development Regulations are specifically anticipated and provided for in this Agreement; (4) substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement which changes, if not addressed by the City, would pose a serious threat to the public health, safety, or welfare; or (5) this Agreement is based on substantially and materially inaccurate information supplied by the Property Owner.

(b) Changes in City Procedure for Administering Current Regulations.

During the term of this Agreement, the City may modify procedures or composition of entities that review various matters under the City's zoning and development procedures. If a review entity identified in the Current Regulations no longer exists, the parties shall agree upon an alternative review procedure. The alternative review procedure shall not be more demanding, restrictive or costly to Liberty Village, LLC than the procedure existing under the Current Regulations.

(c) Applying New City Development Standards.

In recognition of the fact that the City may, in the future, improve the City Zoning and Land Development Regulations in existence at the Effective Date, Liberty Village, LLC and/or The Ryland Group, Inc. may notify the City Planning Director in writing that Liberty Village, LLC and/or The Ryland Group, Inc. voluntarily elects to be bound by the modified provision(s). Thereafter, the modified provision shall also apply to the Property and be considered part of the Current Regulations.

11. **Building Codes and Laws Other Than Land Use Regulations**

Notwithstanding any provision which may be construed to the contrary in this Agreement, the Property Owner must comply with any flood, building, housing, electrical, plumbing and gas codes subsequently adopted by the City or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. This Agreement shall not be construed to supersede or contravene the requirements of any flood, building, housing, electrical, plumbing and gas codes subsequently adopted by the City or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend in any way the rights, duties and privileges of the City to exercise governmental powers and pass laws not applicable to Development of the Real Property including, but not limited to, the power of eminent domain and the

power to levy and collect taxes; provided, however, that Laws applicable to the Development of the Real Property shall be subject to Section 10(a).

12. **Local Development Permits and Other Permits Needed**

The Parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project:

City plat approvals, County road and drainage construction plan approvals, City stormwater permits, City land clearing permit, City building permits, and City certificates of occupancy.

The failure of the Agreement to address a particular permit condition, term, or restriction does not relieve the Property Owner of the necessity of complying with the law governing the permit requirement, conditions, terms, or restrictions.

13. **Vested Rights Governing the Development of the Real Property**

(a) **Vested Rights.**

Subject to the provisions of Section 10(a) of this Agreement, all rights and prerogatives accorded the Property Owner by this Agreement shall immediately constitute vested rights for the Development of the Real Property. Section 10(a) of this Agreement does not abrogate any rights either preserved by S.C. Code §6-31-140, City Ordinance #02-004, or that may have vested pursuant to common law and otherwise in the absence of a development agreement.

(b) **The Tract.**

The Real Property Tract, which is the subject of this Agreement, is delineated on Exhibit B.

(c) **Vested Rights.**

The Tract is entitled, as a vested right of the Property Owner, to the Building Development Standards, uses, Densities, Dwelling Units and other Development rights and prerogatives as set forth generally herein. These include Vested Units, Vested Commercial Footage, and the vested rights described in this Section 13.

14. **Vested Rights as to Permitted Uses for the Tract**

(a) **Uses.**

All residential and commercial or other uses allowed under the City ordinances as well as those listed in Appendix II shall be considered to be vested and permitted

as a matter of right on the Real Property. Appendix II also shall govern conditional uses.

(b) Mixed Uses.

If more than one permitted use applies to a Tract or portion of a Tract in Appendix II, the City shall allow different permitted land uses on a particular Lot or Development Parcel.

(c) Approval of Uses by BPARB.

Property Owner shall form the BPARB. Prior to application to the City for a variance or request for a conditional or accessory use, an applicant must submit such request to the BPARB. Thereafter, the BPARB in accordance with procedures promulgated by Property Owner may approve or disapprove (in its sole discretion) such application for variances and requests for conditional or accessory uses. If approved, the applicant may then apply to the City for such variance or request for conditional or accessory use pursuant to this Development Agreement and the Zoning Ordinance. The BPARB may approve such applications, with or without conditions. Determinations of applications for variances, conditional or accessory uses and/or interpretations shall be made in writing by the BPARB and copied to the City. The City's subsequent review and approval or denial of the application will be the final determination. Property Owner shall determine the size and composition of the BPARB and may adopt more specific guidelines for such BPARB.

15. **Vested Rights Governing the Development of the Tract**

(a) Permitted Uses. The Permitted Uses are defined in Appendix II. The Permitted Uses on the Tract shall be C - Commercial, B – Business, R-1 – Single Family Residential, R-2 – Single Family Residential, R-3 – Single Family Residential, TH –Townhome, R-4 (MF) – Multi-Family, and P – Park.

(b) Total Dwelling Units/Density.

The total number of Dwelling Units for each Permitted Use on the Tract shall be as follows:

- (i) R-1: four (4) per net acre
- (ii) R-2: four (4) per net acre
- (iii) R-3: Single Family = 4.5 per net acre
- (iv) R-4: Multi Family = 12 per net acre
- (v) TH: twelve (12) per net acre
- (vi) MF: twelve (12) per net acre

Accessory buildings shall not be counted toward this cap.

Vested Commercial Footage shall be determined pursuant to the Zoning Code.

(c) Building Development Standards.

Lot area, lot width, lot depth, lot coverage, height, setback and yard requirements shall be in accord with Appendix III. The Property Owner shall establish limitations for total ground coverage of all Impervious Surfaces including building footprint, decks, walkways, parking and circulation areas, etc.

(d) Aesthetics.

Development of commercial (C), business (B) or multi-family (MF) uses in the Tract shall be governed by design standards of the Zoning Ordinance as amended by this Agreement. Development and use plans must initially be submitted to the BPARB for approval. If approved by the BPARB, the staff of the City's planning and zoning department shall then review site, landscaping and aesthetic design plans for commercial (C), business (B), and/or multi-family (MF) uses to be developed in the Tract in accord with these guidelines. The staff shall provide written comments to the Property Owner within fourteen (14) days. The Property Owner shall then make application to the Goose Creek Architectural Review Board for plan review, including site plan, elevations, landscaping plan, building materials, and colors.

16. **Parking/Loading Areas**

(a) Parking and Loading Areas.

The landscaping, design, configuration, number, size, location, lighting, and materials for parking and loading requirements for the Project shall be governed by the standards set forth in the Zoning Ordinance as amended by this Agreement. All off-street parking shall have direct access to a street, road, alley, or access easement.

17. **Height/First Finished Floor**

(a) Height.

Buildings and other structures shall not exceed the Height from Finished Grade specified in this Agreement. There shall be no Height limitation for church spires, belfries, clock towers, cupolas and domes not intended for human occupancy, transmission towers, aerials, electrical, mechanical, elevator, penthouses, masts, and construction cranes. Chimneys, antennae, ventilation pipes, and uninhabitable space (such as architectural elements above the highest ceiling, including sloping roofs), are not considered in determining Height.

(b) Hotel/Motel/Apartment.

The maximum height for the habitable space of any hotel, motel, or apartment structure shall be no more than four habitable floors and shall not exceed 50' feet from the Finished Grade. Architectural elements that do not include habitable space shall be allowed above the 50' Height limit.

(c) First Finished Floors.

The first finished floor of all Dwelling Units and all non-residential improvements shall be no lower than the lowest finished floor elevation permitted by the City's Flood Hazard Controls, §151.081. The City agrees to allow the Property Owner to floodproof all buildings in the A-zone in lieu of elevating the first finished floor in accord with City Ordinance §151.081 et seq. for commercial, business and other non-residential buildings.

18. **Buffers, Fencing, and Signage**

(a) Buffers, Bufferyards, and Screening.

The Project has been designed with natural and manmade transitions between parcels with differing use intensities. There shall be a requirement for internal buffering or screening between portions of the Real Property with different uses and/or densities per the City Zoning Ordinance §151.085. The Zoning Administrator may allow changes to the requirements of §151.085 when the strict adherence to the Ordinance causes undue hardship or where natural buffering is deemed sufficient for the proposed uses and/or densities.

(b) Signage.

All signs on the Project (on premises and off premises) shall be governed by guidelines for signage adopted by the Property Owner and the Zoning Ordinance as amended by Appendix I.

19. **Trees**

The City's tree protection ordinances, including, but not limited to, §151.080 et seq., shall apply, as modified by the provisions of Appendix I. Clear cutting is strictly prohibited. Any timbering activities must comply with any and all laws, codes, and regulations of the State of South Carolina.

20. **Aesthetics**

(Intentionally deleted)

21. **Impact Fees/Exactions**

(a) **Amount/No Other Impact Fees.**

The City agrees that the only Impact Fees or exactions of any kind as a result of the Development of the Real Property shall be the fees imposed by its Ordinances §151.087 et seq. of the Zoning Ordinance and those prevailing fees charged by the City's Department of Public Works. The City agrees that the fees required under §151.087 et seq. and by the City's Public Works, along with the improvements, parks, recreational areas, and facilities required by this Agreement, and existing improvements and facilities, shall satisfy all current and future obligations of the Property Owner for impacts and Impact Fees from the Development of the Property and for monetary exactions and/or the provision or dedication of lands on the Real Property. If City Ordinance §151.087 et seq. (or the rate schedule of the City's Department of Public Works) is amended to decrease these fees, the Property Owner shall have the benefit of such decrease, as of the effective date of such amendment. The Parties agree that the Property Owner need not perform any further impact assessment of the Project.

(b) **Credits.**

(Intentionally omitted)

(c) (Intentionally omitted)

(d) **Property Improvements**

The Property Owner shall cooperate with the City to determine the feasibility of donating certain wetlands on the Property to the City for open space conservation. Such donation shall be subject to reserved rights of the Property Owner with regards to the wetlands.

The Property Owner shall also cooperate with the City and other applicable governmental entities for the completion, by Property Owner, of a paved, 2-lane, 90' right-of-way for a proposed extension of Henry Brown Boulevard through the Property.

The Property Owner shall also provide the two lane extension of Adler Drive through property designated as TMS #235-00-00-050 so as to complete the road in its entirety.

22. **Facilities and Services**

Although the nature of this long term Project prevents the Property Owner from now providing exact completion dates, the Property Owner certifies that the following services and Facilities will be in place (or if not fully in place, the cost of their construction fully bonded or letter of credit posted pursuant to the City's Zoning Ordinance, as modified by this Agreement, including, without limitation, Appendix I, Appendix II, Appendix III, Appendix IV), at the times provided below and as to roads, sewer, and water infrastructure, at the times Lots or Dwelling Units in subdivided real property are offered for purchase to the public. Subject to compliance with applicable Laws and with all provisions of this Agreement, the City hereby authorizes the Property Owner to install the Facilities which it has undertaken to provide herein.

(a) **The Project's Roads.**

The Property Owner shall at its expense develop and provide roads and their related infrastructure, including Henry Brown Boulevard extension and Adler Drive extension. Property Owner retains the right to determine the location of curb cuts, provided the Property Owner has a qualified engineer determine that their location does not present a significant safety hazard. The location of any internal connecting streets between parcels shall be in the Property Owner's discretion. All development of roads and curb cuts are subject to the review and approval of the Berkeley County Engineering Office and shall be built and maintained to the satisfaction of Berkeley County.

(b) **Water and Sewer.**

The service and facilities for water shall be provided by the City of Goose Creek. The service and facilities for sewer shall be provided by the Berkeley County Water and Sanitation Authority.

(c) **Drainage.**

(i) **Adequacy/Compliance.**

Property Owner shall provide adequate drainage for the development of the project in accord with the City's Ordinances and Berkeley County requirements for acceptance, except as amended herein, and other applicable regulatory guidelines, including those of the Department of Ocean and Coastal Resource Management. Property Owner agrees to dedicate all drainage easements after completion to the County for acceptance and maintenance.

(ii) Easements.

Property Owner will convey drainage easements to the County in a form of easement mutually acceptable to the parties.

(iii) Maintenance/Clearance.

Property Owner shall have the right to place plantings, fencing, signs, parking lots, and anything else that is not a habitable structure within the drainage easements, if approved by Berkeley County, provided they do not impair drainage and provided Property Owner will timely and competently clean around these if requested by the City and/or County.

(d) Streetlights.

The Property Owner shall have the right to decide the location and number of streetlights; provided, however, there shall be one light fixture per six (6) dwellings. The Property Owner will pay all streetlight installation expenses above those normally paid by the City. The City will pay the electricity consumption charges for one light fixture per six (6) dwellings, unless the City's overall streetlight policy changes to pay the electricity charges for an increased number of streetlights per dwelling, in which event the City agrees that the Property Owner shall be treated the same and receive the benefit of this change. City will also pay for the electricity charges for all streetlights located in a public right-of-way. Lighting for commercial and other non-residential use shall be as provided in the Zoning Ordinance as amended by this Agreement.

(e) Bike Trails/Sidewalks.

There shall be no requirement as to the number, size, configuration, lighting, location, and path surfaces of sidewalks and bike paths throughout the Project, except Property Owner shall build sidewalks on each side of each street. Property Owner shall submit pedestrian path and bike path plans to the City's planning and zoning staff for approval. The City shall not unreasonably withhold approval. Notwithstanding the foregoing to the contrary, the Property Owner and City will cooperate to provide a hiker/biker system in the Property. Should City desire to build additional extensions of the hiker/biker system or to connect same to the City's system of pedestrian and bike paths/sidewalks, Property Owner agrees to cooperate in the donation of easements for such purpose.

(f) Utility Easements.

Property Owner shall furnish necessary easements for water, sewer, gas, electricity, telephone, cable television, and other utilities. Adequate easements for



utilities shall be reserved by Property Owner in conveyances of Lots, Dwelling Units, and Development Parcels. The location and size of such easements shall be in the discretion of the Property Owner. All utilities shall be installed underground.

(g) Stoplights and Street/Traffic Control and Other Street Signage.

The Property Owner shall have the authority to determine all street and traffic control signs. All traffic control signs must meet the standards of the South Carolina Department of Transportation. Property Owner will cooperate, if requested, in assisting the City and neighboring communities in obtaining traffic signal(s).

(h) Garbage and Trash Pick-Up.

The City will provide the curbside garbage and trash pick-up service to the Project that is common and customary to other mixed-use developments and residential subdivisions in the City.

(i) Police Protection.

(i) Law Enforcement Services.

The City agrees that it will furnish standard police patrolling and monitoring throughout the Project.

(ii) Animal Control.

The City agrees to provide standard animal control services including having its animal control officers patrol the Project. The City agrees that these animal control officers, when on duty and available, shall respond in a standard prompt manner to requests from residents within the Project.

23. **Archeological and Historic Sites/Wetlands/Endangered Species**

Subject to the provisions of S.C. Code §6-31-80, the archeological investigation of Chicora Foundation, Inc., commissioned by Property Owner shall govern all matters dealing with archeology and history on the Real Property. No additional archeological or historical study will be required. The City shall not require the Property Owner to take steps beyond those in this archeological investigation.

The City agrees that the wetlands fill permit obtained (or to be obtained) by the Property Owner from federal and/or state regulatory agencies shall control between the Property Owner and the City as to the filling of wetlands specified in the permit.

The City agrees that it shall not require any further endangered species studies beyond those already performed by Property Owner.

24. **Motel/Hotel/Inn**

It is understood and agreed between the City and the Property Owner that a motel, hotel, or inn may be located on the Real Property.

25. **Development Schedule for The Project**

(a) Extension Date.

January 13, 2020

(b) Completion Date.

The Property Owner projects that by the year 2025 the Project should be complete (i.e., all infrastructure installed, commercial structures built).

26. **Term of the Agreement**

This Agreement shall expire 5 years from the date of its execution. Nothing in this Agreement shall be interpreted to preclude the Parties from extending the termination date by mutual agreement or from entering into subsequent development agreements. The Property Owner shall have the unilateral right to purchase additional real property to be governed by this Agreement and should the total acreage of the Real Property exceed 1,000 acres of highland, then this Agreement shall expire 20 years from the date of its initial execution. The Property Owner agrees to send written notice to the City of its election to add additional real property to be governed by this Agreement, which shall be delivered prior to 5 years from the date of the execution of this Agreement Extension.

27. **Amending or Canceling The Agreement**

Subject to the provisions of City Ordinances #02-004 and #04-010, this Agreement may be amended or canceled in whole or in part only mutual consent of the Parties in writing or by their successors in interest and, in the case of the Property Owner, its successors in title.

Any amendment to this Agreement shall comply with the provisions of #02-004 and #04-010. If an amendment affects less than all the persons and entities comprising the Property Owner, then only the City and those affected persons or entities need to sign such written amendment. Because this Agreement constitutes the plan for this planned development district under the Zoning Ordinances, minor modifications to the site plan or

development provisions may be made in accord with S.C. Code §6-29-740 (Cum.Supp. 2001) without a public hearing or amendment to applicable ordinances. No amendment to this Agreement shall be required should the Property Owner elect to exercise its unilateral right to purchase additional real property to be governed by this Agreement and should the total acreage of the Real Property then exceed 1,000 acres of highland, then this Agreement shall expire 20 years from the date of the initial Development Agreement execution (See Section 26).

Any requirement of this Agreement requiring consent or approval of one of the Parties shall not require amendment of this Agreement unless the text expressly requires amendment. Wherever said consent or approval is required, the same shall not be unreasonably withheld. A major modification of this Agreement shall occur only after public notice and a public hearing by the City.

28. **Modifying or Suspending The Agreement**

In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.

29. **Periodic Review**

The Zoning Administrator of the City, or, if the City has no Zoning Administrator, an appropriate officer of the City, shall review the Project and this Agreement at least every twelve months, at which time the Property Owner shall demonstrate good faith compliance with the terms of this Agreement.

If, as a result of its periodic review, the City finds and determines that the Property Owner has committed a material breach of the terms or conditions of this Agreement, the City shall serve notice in writing upon the Property Owner setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Property Owner a reasonable time in which to cure the material breach.

If the Property Owner fails to cure any material breach within the time given, then the City unilaterally may terminate or modify this Agreement; provided, that the City has first given the Property Owner the opportunity: (1) to rebut the City's finding and determination; or (2) to consent to amend this Agreement to meet the concerns of the City with respect to the findings and determinations.

30. **Severability**

Subject to the provisions to City Ordinance #02-004, if any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void,

or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.

31. **Merger**

This Agreement, coupled with its Exhibits and Appendices which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions. All prior negotiations and representations are superseded and merged herein.

32. **Cooperation**

The parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performance required under the Agreement.

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such action. Such cooperation does not require, in the event of such challenge, that a Party to this Agreement pay for the expense of litigation for any other Party.

33. **Governing Law**

This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

34. **Remedies/Nonbinding Arbitration**

If there is a material breach of this Agreement, the non-breaching party may pursue all available legal and equitable remedies. Each Party recognizes that the other Party would suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law may exist to enforce this Agreement. Consequently, the Parties agree that any nonbreaching Party who seeks enforcement of the Agreement is entitled to seek the equitable remedies of injunction and specific performance.

If there is a dispute between the City and the Property Owner concerning the terms, meaning, interpretation, or rights or obligations under this Agreement, the Parties agree to submit such issue(s) to prompt nonbonding arbitration before invoking legal proceedings. This nonbonding arbitration shall be initiated by one Party's notifying the other in writing of the dispute and that Party's request for nonbonding arbitration as described herein. Each side shall within five days of receipt of such notice pick an arbitrator and these two arbitrators shall pick a third. The Parties shall then promptly convene a conference with the arbitration panel and present their positions. In this conference the rules of evidence and other legal formalities shall not apply; positions may be stated and need not be presented through testimony, exhibit, or evidence. The majority of the arbitrators shall promptly render their decision. Upon the rendering of the

arbitration panel's decision, either side may then immediately pursue proceedings for legal or equitable remedies. The Parties shall each bear the cost of its appointed arbitrator and split equally the cost of the third arbitrator and any separate expenses associated with the arbitration conference.

35. **Recording**

Within fourteen (14) days after execution of this Agreement, the Property Owner shall record the agreement with the Office of the Register of Deeds for Berkeley County. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.

36. **Third Parties**

Notwithstanding any provision herein to the contrary, this Agreement shall not be interpreted to create or bestow any rights, remedies, or obligations on persons or entities that are not Parties or successors and assigns to this Agreement under Section 39.

37. **City Determination Relating to the Project**

The City Council has approved the Project and the Agreement under the process set forth in #02-004 of the City's Ordinances and the Extension with Modifications as set forth in #\_\_\_\_\_.

38. **Successors and Assigns**

(a) **Binding Effect.**

This Agreement shall be binding on the personal representatives, successors, and assigns of the Property Owner in the ownership or Development of any portion of the Real Property or the Project. A purchaser or other successor in title of any portion of the Real Property shall be responsible for performance of Property Owner's obligations hereunder as to the portion of the Real Property so transferred. Property Owner shall be released from obligations under this Agreement upon the sale of Lots, Development Parcels, and individual pad sites in the property conveyed.

This Agreement shall also be binding on the City and all future City Councils for the duration of this Agreement, even if the City Council members and/or mayor change.

(b) **Transfer of Real Property.**

Property Owner shall be entitled to transfer any portion or all of the Real Property to a purchaser(s) and assign its rights and obligations under this Agreement, subject to the following exceptions:

(i) Notice of Property Transfer by Property Owner.

If the Property Owner intends to transfer all the land comprising the Real Property, the Property Owner shall notify the City in writing. With respect to such transfer, the Property Owner's assignment of rights and obligations under this Agreement (and the transferee's assumption thereof) shall be effective only if the City gives its written consent. The City's decision whether to consent shall be based on the proposed transferee's ability to perform the obligations of this Agreement. The City's consent shall not be unreasonably withheld.

(ii) Transfer of Facility and Service Obligations/Notice to City.

If the Property Owner transfers any portion of the Real Property on which the Property Owner is required to provide and/or construct certain Facilities or provide certain services, distinct from those provided throughout the Project and which are site-specific to the portion of the Real Property conveyed, then the Property Owner shall be required to obtain a written agreement from the purchaser expressly assuming all such separate responsibilities and obligations with regard to the parcel conveyed and the Property Owner shall provide a copy of such agreement to the City.

(iii) Mortgage Lenders.

Notwithstanding anything to the contrary contained herein, the exceptions to transfer contained in this Section 39 shall not apply; (i) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Real Property or any other transfer in lieu of foreclosure; (ii) to any third party purchaser at such a foreclosure; or (iii) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Real Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer of any portion of the Real Property to any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to the Property Owner in accordance with Section 6 hereof.

(c) Release of Property Owner.

In the event of the sale or other conveyance of all or a portion of the Real Property and compliance with the conditions set forth herein, the Property Owner shall be released from any further obligations with respect to this Agreement as to the portion of the Real Property so transferred, and the transferee shall be considered as substituted as the Property Owner under the Agreement as to the portion of the Real Property so transferred.

(d) Estoppel Certificate.

Upon request in writing from an assignee or the Property Owner to the City sent by certified or registered mail or publicly licensed message carrier, return receipt requested, the City will provide a certificate in recordable form that solely with respect to the portion of the Real Property described in the request, there are no violations or breaches of this Agreement, except as otherwise described in the Certificate. The City will respond to such a request within thirty (30) days, unless a longer time is mutually agreed to in writing by the Parties, of the receipt of the request, and may employ such professional consultants, municipal, county and state agencies and staff as may be necessary to assure the truth and completeness of the statements in the certificate. The reasonable costs and disbursements of private consultants will be paid by the person making the request.

If the City does not respond to such request within thirty (30) days of the time of its receipt, the portion of the Real Property described in the request will be deemed in compliance with all of the covenants and terms of this Agreement. A certificate of such conclusion may be recorded by the Property Owner, including a copy of the request and the notice of receipt and it shall be binding on the City as of its date. Such notice shall have the same effect as a Certificate issued by the City under this Section (d).

39. **General Terms and Conditions**

(a) Agreements to Run with the Land.

This Agreement shall be recorded against the Real Property as described in Exhibit A. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors to and assigns of the Parties to the Agreement, as set forth in Section 39.

(b) State and Federal Law.

The Parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of the development agreement, the provisions of this Agreement shall be modified or suspended as may be necessary to comply with state or federal laws or regulations. The Parties further agree that if any provision of this Agreement is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

(c) No Waiver.

Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the City by making any promise or representation not contained herein. Any amendments are subject to Section 27 herein.

(d) Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

(e) Attorneys Fees.

Should any Party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or litigation, including appeals or rehearings, the prevailing Party shall be entitled to receive from the other Party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment of final order be issued in that proceeding, said reimbursement shall be specified therein.

(f) Notices.

All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the City:

Mayor  
City of Goose Creek  
519 N. Goose Creek Blvd.  
Goose Creek, SC 29445

With copies to:

Planning Administrator  
City of Goose Creek  
519 N. Goose Creek Blvd.  
Goose Creek, SC 29445

City Administrator  
City of Goose Creek  
519 N. Goose Creek Blvd.  
Goose Creek, SC 29445

Timothy A. Domin, Esquire  
Clawson & Staubes, LLC  
304 Meeting Street  
Charleston, SC 29401



To the Property Owner:  
Liberty Village, LLC  
Attention: Aubrey J. Wooddy, Jr.  
622 Johnnie Dodds Blvd.  
Mt. Pleasant, SC 29464

To the Property Owner:

The Ryland Group, Inc.  
A Maryland Corporation

With copies to:

The Ryland Group, Inc.  
Attention: Don McDonough  
216 Seven Farms Drive  
Charleston, SC

(g) Execution of Agreement.

This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other Party within seven (7) days of receipt of said facsimile copy.

IN WITNESS WHEREOF this Agreement has been executed by the Parties on the day and year first above written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**LIBERTY VILLAGE, LLC**, a  
South Carolina Limited Liability Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**The RYLAND GROUP, INC.**, a  
Maryland Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**CITY OF GOOSE CREEK** (City)

By: \_\_\_\_\_ (Seal)  
\_\_\_\_\_, Mayor

Attest: \_\_\_\_\_,  
\_\_\_\_\_, Clerk of Council

STATE OF SOUTH CAROLINA                    )  
  )  
COUNTY OF BERKELEY                        )     ACKNOWLEDGMENT

        The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_  
by the within named CITY OF GOOSE CREEK, by Michael J. Heitzler, Ed. D., its Mayor, and  
\_\_\_\_\_, its Clerk of Council.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA                    )  
  )     ACKNOWLEDGMENT  
COUNTY OF BERKELEY                    )

        The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_  
by the within named LIBERTY VILLAGE, LLC, a \_\_\_\_\_ limited liability company, by  
\_\_\_\_\_, its Managing Member.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA                    )  
  )     ACKNOWLEDGMENT  
COUNTY OF BERKELEY                        )

        The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_  
by   the   within   named   THE   RYLAND   GROUP,   a   Maryland   corporation,   by  
\_\_\_\_\_, its Managing Member.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

## **EXHIBIT A**

### **REAL PROPERTY DESCRIPTION**

ALL THAT PIECE, PARCEL, OR TRACT OF LAND, SITUATE, LYING, AND BEING IN THE CITY OF GOOSE CREEK, BERKELEY COUNTY, STATE OF SOUTH CAROLINA, BEING DESIGNATED AS "TRACT E2", AS SHOWN ON A CERTAIN PLAT ENTITLED "BOUNDARY PLAT SHOWING THE RE-SUBDIVISION OF TRACTS E, H, I AND J, A PORTION OF THE LIBERTY HALL TRACT, A TOTAL OF 1,401.544 AC., INTO TRACTS E1 (672.200 AC.) AND TRACT E2 (729.344 AC.)" DATED DECEMBER 10, 2002, AND RECORDED JANUARY 3, 2003, IN CABINET P, PAGE 332-A, BY RICHARD A. ALDRIDGE, S.C.P.L.S. NO. 20854, PROPERTY IS MORE FULLY DESCRIBED AS FOLLOWS TO WIT:

TO FIND THE POINT OF BEGINNING OF TRACT E2, LOCATE THE INTERSECTION OF THE NORTHERN RIGHT OF WAY LIBERTY HALL ROAD, AND THE WESTERN RIGHT OF WAY OF SEABOARD COAST LINE RAILROAD, THE POINT OF BEGINNING, THENCE TURNING AND RUNNING ALONG THE RIGHT OF WAY OF LIBERTY HALL ROAD, N76°04'09"W, A DISTANCE OF 1010.57' TO A POINT; THENCE TURNING AND RUNNING N30°00'00"W, A DISTANCE OF 3158.97' TO A POINT; THENCE TURNING AND RUNNING N50°00'00"E, A DISTANCE OF 2045.68' TO A POINT; THENCE TURNING AND RUNNING N22°00'00"W, A DISTANCE OF 4553.31' TO A POINT; THENCE TURNING AND RUNNING N63°00'00"W, A DISTANCE OF 957.48' TO A POINT; THENCE TURNING AND RUNNING N27°30'56"E, A DISTANCE OF 686.82' TO A POINT; THENCE TURNING AND RUNNING N89°55'48"W, A DISTANCE OF 337.84' TO A POINT; THENCE TURNING AND RUNNING N42°51'37"W, A DISTANCE OF 261.93' TO A POINT; THENCE TURNING AND RUNNING N70°42'39"W, A DISTANCE OF 966.74' TO A POINT; THENCE TURNING AND RUNNING N37°58'06"W, A DISTANCE OF 945.64' TO A POINT; THENCE TURNING AND RUNNING N07°54'41"W, A DISTANCE OF 877.11' TO A POINT; THENCE TURNING AND RUNNING N15°22'42"W, A DISTANCE OF 542.50' TO A POINT; THENCE TURNING AND RUNNING N36°49'07"E, A DISTANCE OF 503.26' TO A POINT; THENCE TURNING AND RUNNING N63°12'27"E, A DISTANCE OF 3152.21' TO A POINT; THENCE TURNING AND RUNNING S60°27'17"E, A DISTANCE OF 3906.29' TO A POINT; THENCE TURNING AND RUNNING ALONG THE WESTERN RIGHT OF WAY OF SEABOARD COAST LINE RAILROAD S06°19'40"W, A DISTANCE OF 1147.84' TO A POINT; THENCE TURNING AND RUNNING S06°09'56"W, A DISTANCE OF 8170.71' TO A POINT, THE POINT OF BEGINNING.

**EXHIBIT B**

**MAP OF THE REAL PROPERTY**

## **APPENDICES**

Appendix I:	Amendments to Zoning Ordinance
Appendix II:	Land Uses
Appendix III:	Development Requirements
Appendix IV:	City of Goose Creek Zoning Ordinance

# **APPENDIX I**

## **Amendments to Zoning Ordinance For Brickhope Plantation**



## **Amendments to Zoning Ordinance –**

### **General Development Provisions**

#### **Section 151.080 – Use of Land or Buildings**

- 151.080 (B) In the first sentence, replace the phrase “unlawful to fell any tree measuring four (4) inches in diameter” with the phrase unlawful to fell any tree measuring greater than eight (8) inches in diameter”; additionally

Add to the end of the paragraph, “Saving groups of smaller trees is encouraged. In any event, no tree greater than 8” in diameter shall be cut down without the approval of the Administrator.

#### **Section 151.082 – Design Standards**

- 151.082 (F)(1) Replace the subsection in its entirety with, “No building shall be placed on a lot not located on an existing publicly or privately maintained paved street, or street shown on a City approved development plan, and”
- 151.082 (F)(2) Replace the subsection in its entirety with, “Curbing and curb cuts along publicly maintained roadways shall comply with standards of the South Carolina Department of Transportation”.
- 151.082 (G)(1) Replace the subsection in its entirety with, “Concrete curb and gutter is required along publicly maintained roadways, with the minimum standard width to be eighteen (18) inches. Curb and gutter is encouraged, but not required along privately maintained roadways and within interior parking areas. Notwithstanding the foregoing to the contrary, curb and gutter shall not be required along the two lane paved sections of Henry Brown Blvd. where an engineered ditch section designed so as not to hinder the future widening of such road shall be permitted”
- 151.082 (G)(4) Replace the phrase “minimum width of twenty-four (24) feet (curb to curb)” with “minimum width of twenty-two- (22) feet (face of curb to face of curb)”.
- 151.082 (G)(5) Replace the subsection in its entirety with, “Sidewalks within public rights-of-way shall be concrete and maintain a minimum width of forty-eight (48) inches and shall be installed in accordance with Berkeley County standards. Sidewalks located in privately owned areas shall be constructed of an

appropriate stable material such as concrete, brick or concrete pavers, stone or asphalt.”

### **Section 151.083 – Landscape Requirements**

151.083            In the second sentence replace the phrase, “Existing trees measuring four (4) inches in diameter” with, “Existing trees measuring eight (8) inches in diameter.”

Add to the end of the paragraph, “Saving groups of smaller trees is encouraged. In any event, no tree greater than 8” in diameter shall be cut down without the approval of the Administrator

### **Section 151.084 – Sign Regulations**

151.084 (4)(e)    Replace the subsection in its entirety with, “Freestanding signs shall be placed in a manner that does not interfere with sight distances\* of any driveways located on the same or adjacent sites. \*As illustrated in the SCDOT manual *‘Access and Roadside Management Standards’*”.

151.084 (D)(2)(b) Replace chart with the following:

“All signage within Multi-Family, Business, and Commercial Zoning areas shall not exceed fifty (50) square feet of text area per side and not exceed twelve (12) feet in height; additionally

Quantity and location of signage shall conform to the standards set forth in Section 151.084 (D)(2)(e) of this Development Agreement.”

151.084 (D)(2)(d) Replace subsection in its entirety with, “Shopping Centers shall abide by Section 151.084 (D)(2)(e) of this Development Agreement for signage quantity and location, with the text area not to exceed one-hundred and fifty (150) square feet per side;

Outparcels located within shopping centers shall be allowed one (1) free standing sign not to exceed thirty-five (35) square feet of text area per side;

Facade signage for individual tenants within a shopping center shall be determined by linear distance of frontage as shown below:

Storefronts having less than sixty (60) linear feet	thirty (30) square feet
Storefronts having sixty (60) linear feet or more	sixty (60) square feet

Facade signage for anchor tenants shall be determined by distance from property line to building front as follows:

Distance Building To Street	Area Allowed for Less than 50 linear feet	Total Area Allowed for
	Frontage*	Frontage*
0-99 feet	50 square feet	1 square foot per frontage foot
100-499	100 square feet	2 square feet per frontage foot
500+	150 square feet	2 square feet per frontage foot

\*Buildings with more than one street frontage may qualify for an additional amount of facade signage not to exceed fifty (50) square feet.

151.084 (D)(2)(e) Quantity and location of all freestanding signage shall conform to the following:

- 1) Number of freestanding signs:
  - A. For platted lots with single frontage of less than five hundred (500) linear feet, one (1) freestanding sign is permitted;
  - B. For platted lots with single frontage of greater than five hundred (500) linear feet, two (2) freestanding signs are permitted;
  - C. For platted lots with double frontage, one (1) sign shall be permitted and located on each street frontage. Two (2) signs shall not be permitted along a single frontage unless that frontage is greater than five hundred (500) feet in length.

### **Section 151.086 - Parking and Loading Space**

In the first sentence, replace the phrase “at the time of initial construction” with the phrase “prior to the issuance of a Certificate of Occupancy”

151.086 (K) Replace section in its entirety with, “Parking requirements for disabled persons shall be in accordance with Federal requirements as set forth in the Americans with Disabilities Act.”

### **Amendments to Sections 151.126 – 151.135 – Zoning District Regulations**

Replace all Zoning Districts and Regulations with Appendices II and III of this document.

### **Amendments to Section 151.190 – Architectural Review Board**

Development within Brickhope Plantation shall be subject to application to or review by the City of Goose Creek Architectural Review Board, and shall conform to the following procedure as well as to the general design principles of the City of Goose Creek Architectural Design Review Ordinance for approval of any construction within the development.

#### **Application Procedure for all Commercial, Office, or Industrial Development:**

##### **Brickhope Plantation Architectural Review Board**

All applicants wishing to proceed with non-residential development within Brickhope Plantation shall first submit architectural, site and landscape plans for approval by the Brickhope Plantation Architectural Review Board (BPARB) as set forth in this Development Agreement. This submittal shall include the following:

##### **Site Plans**

- ☐ The name of the project and name(s) of engineers, landscape architects, architects, etc.;
- ☐ The boundaries and dimensions of the proposed site or lot;
- ☐ Locations and dimensions of the principal and any accessory buildings with distances from property boundaries indicated;
- ☐ Location of all trees 8" dbh and larger;
- ☐ Location, number and size of all proposed parking spaces, including handicapped parking, if appropriate;
- ☐ Location of adjacent streets and location of proposed curb cuts, driveways and access ways;
- ☐ Location of all existing setbacks, easements and rights-of ways;
- ☐ Conceptual landscape plan;
- ☐ Location and type of buffers;
- ☐ Demolition of existing site features (if applicable);
- ☐ Location of proposed driveways, sidewalks, walls, fences, and gates;
- ☐ Location of refuse collection area and required screening;
- ☐ Boundaries of flood hazard areas with Base Flood Elevations noted;

##### **Architectural Plans**

- ☐ Floor plans to include all exterior dimensions, as well as location, dimensions and screening of mechanical equipment;
- ☐ Elevations of all sides of buildings drawn at the same scale as floor plans;

- ☐ Label all exterior materials and colors, with color/material samples to be presented at time of meeting;
- ☐ Finished floor elevations(s);
- ☐ Other details needed for clarity.

### City Staff Review

Once approval has been granted by the BPARB, the applicant shall request a meeting with City Staff for plan review. Comments made at this meeting shall be taken into consideration and plans appropriately revised for final review by Staff. These plans shall include all information provided at previous reviews in addition to the following:

#### Site Plans

- ☐ Location of proposed utilities and easements;
- ☐ Location of mechanical equipment;
- ☐ Grading and drainage plan showing finished floor elevation of all structures;
- ☐ Site lighting plan indicating location and type of lighting with cut sheet(s) of drawings or photos of fixture;
- ☐ Landscape plans indicating plant species, size, and quantity as well as planting details;
- ☐ Elevations and detail drawings of all walls, fences or other design features;
- ☐ Location and detail drawings of site signage;

#### Architectural Plans

- ☐ Roof Plans;
- ☐ Finished floor elevation;
- ☐ Elevations of all sides of buildings drawn at the same scale as floor plans;
- ☐ Typical wall section;
- ☐ Label all exterior materials and colors, with color/material samples to be presented at time of meeting;
- ☐ Type, size and location of all building mounted signage;
- ☐ Other details needed for clarity.

### Design Guidelines

Developments to be reviewed by City Staff shall conform to those guidelines as set forth in the zoning ordinance for site, architectural, streetscape, landscape, and signage elements with the following exceptions (replace existing text with that shown for each section):

#### Architectural Element

151.197 (B)(3)(c)5c Use of fiberglass or plastic awnings is not permitted

151.197 (B)(3)(c) The maximum height of structures shall be in accordance with Appendix III of the Development Agreement. The height of a building shall be the distance as measured from grade to the highest point of the roof.

#### Streetscape Elements

151.197 (C) Parked vehicles used for storage for any purpose shall not be permitted for commercial uses.

151.197 (C)(3)(b)1 All refuse areas shall be enclosed with screen walls or fence and access gate of six (6) feet in height

151.197 (C)(3)(f)6 Delete

151.197 (C)(3)(f)7 Delete

#### Landscape Element

151.197 (D)(2)(d)3d A planted island at least eight (8) feet wide with one (1) tree and other appropriate vegetative plantings shall be provided as a planted separation at the end of twelve (12) continuous parking spaces.

151.197 (E)(2) Sign Element

Replace second paragraph with, “Signage size, quantity and location shall conform to the revised guidelines as outlined in Section 151.084 (D)(2)(e) of this Development Agreement.”

## **APPENDIX II**

### **LAND USES**

## **C - Commercial**

### **Permitted Uses:**

#### **Classification**

General

Retail

Resources/Production

#### **Permitted Uses**

All uses allowed by current City Standards in GC Zoning District as described in Appendix B and C of the current City Zoning Ordinance (1);  
Additionally:

Building Supply (2)  
Department Store  
Drug Store  
Restaurant/Club/Bar  
Supermarket  
Variety Store

Automobile, Boat, RV or Equipment Rental  
Leasing or Sales (including repair and servicing)  
(2)  
Mini Warehousing (2)  
Car wash

### **Conditional Uses:**

#### **Classification**

General

#### **Conditional Uses (4)**

Additional uses not listed as a Permitted use above, which are designated conditional uses by current City Standards for GC Zoning District (2) as described in Appendix B and C of the current City Zoning Ordinance (1)

### **Accessory Uses:**

#### **Classification**

General

#### **Accessory Uses**

Those described as accessory uses for commercial and office zoning in Appendix C of the current City Zoning Ordinance (1); additionally, all accessory uses must comply with the requirements set forth in Section 151.108 of the aforementioned Ordinance (1).



Notes:

- (1) City of Goose Creek Zoning Ordinance in effect at the date of the Agreement Extension.
- (2) Provided that any open yard storage incidental to such use is enclosed by a solid fence or wall eight (8) feet in height or plantings which provide an opaque screen that will reach eight (8) feet in height within two (2) years.
- (3) All Conditional uses must be reviewed and deemed appropriate by the Brickhope Plantation Architectural Review Board and the City of Goose Creek Zoning Board of Appeals (ZBA).

## **B - Business**

### **Permitted Uses:**

#### **Classification**

General

Educational

Residential

Retail

Tourism

Resources/Production

#### **Permitted Uses**

All uses allowed by current City Standards in RC, NC and GC Zoning Districts as described in Appendix B and C of the current City Zoning Ordinance (1); Additionally:

Business, Trade or Vocational School, Research or Experimental Facilities

A watchman's or caretaker's one- or two-family dwelling unit, provided that it is located on the premises of, or adjacent to, another permitted use and a member of the household occupying the dwelling unit is employed by the permitted use

Retail Establishments, businesses or services if incidental to another permitted use and located on the same premises as such use.

Hotel, Motel or Tourist Home

Automobile, Boat, RV or Equipment Rental, Leasing or Sales (including repair and servicing) (2)

### **Conditional Uses:**

#### **Classification**

General

#### **Conditional Uses (3)**

Additional uses not listed as a Permitted Use above, which are designated conditional uses by current City Standards (1) for RC and NC Zoning Districts (2) as described in Appendix B and C of the current City Zoning Ordinance

## Accessory Uses:

### Classification

General

### Accessory Uses

Those described as accessory uses for commercial and office zoning in Appendix C of the City Zoning Ordinance; additionally, all accessory uses must comply with the requirements set forth in Section 151.108 of the aforementioned Ordinance.

### Notes:

- (1) City of Goose Creek Zoning Ordinance in effect at the date of the Agreement Extension.
- (2) Provided that any open yard storage incidental to such use is enclosed by a solid fence or wall eight (8) feet in height or plantings which provide an opaque screen that will reach eight (8) feet in height within two (2) years.
- (3) All Conditional uses must be reviewed and deemed appropriate by the Brickhope Plantation Architectural Review Board and the City of Goose Creek Zoning Board of Appeals (ZBA).

## **R – 1 - Single Family Residential**

### **Permitted Uses:**

#### **Classification**

General

Religious

#### **Permitted Uses**

All uses allowed by current City Standards in R1 and R2 Zoning Districts as described in Appendix B and C of the current City Zoning Ordinance (1); Additionally:

Places of worship located on major or collector streets with no structure within 50 feet of property lines or parking within 25 feet of property lines adjacent to residential areas

### **Conditional Uses:**

#### **Classification**

General

#### **Conditional Uses (4)**

Additional uses not listed as a Permitted Use (above), which are designated conditional uses by current City Standards for R-1 Zoning District (as described in Appendix B and C of the current City Zoning Ordinance

### **Accessory Uses:**

#### **Classification**

General

#### **Accessory Uses**

Those described as accessory uses for residential zoning in Appendix C of the City Zoning Ordinance; additionally, all accessory uses must comply with the requirements set forth in Section 151.108 of the aforementioned Ordinance.

### **Notes:**

- (1) City of Goose Creek Zoning Ordinance in effect at the date of the Agreement Extension.
- (2) All Conditional uses must be reviewed and deemed appropriate by the Brickhope Plantation Architectural Review Board and the City of Goose Creek Zoning Board of Appeals (ZBA).

## **R-2 - Single Family Residential**

### **Permitted Uses:**

#### **Classification**

General

#### **Permitted Uses**

All uses allowed by current City Standards in R1 and R2 Zoning Districts as described in Appendix B and C of the current City Zoning Ordinance (1); all uses allowed in R-1 Zoning District as made a part of the Agreement; Additionally:

Religious

Places of worship located on major or collector streets with no structure within 50 feet of property lines or parking within 25 feet of property lines adjacent to residential areas

### **Conditional Uses:**

#### **Classification**

General

#### **Conditional Uses (2)**

Additional uses not listed as a Permitted Use (above), which are designated conditional uses by current City Standards for R-2 Zoning District as described in Appendix B and C of the City Zoning Ordinance

### **Accessory Uses:**

#### **Classification**

General

#### **Accessory Uses**

Those described as accessory uses for residential zoning in Appendix C of the City Zoning Ordinance; additionally, all accessory uses must comply with the requirements set forth in Section 151.108 of the aforementioned Ordinance.

### **Notes:**

- (1) City of Goose Creek Zoning Ordinance in effect at the date of the Agreement Extension.
- (2) All Conditional uses must be reviewed and deemed appropriate by the Brickhope Plantation Architectural Review Board and the City of Goose Creek Zoning Board of Appeals (ZBA).

## **R-3 Single Family Residential**

### **Permitted Uses:**

#### **Classification**

General

#### **Permitted Uses**

All uses allowed by current City Standards in R1, R2 and R3 Zoning Districts as described in Appendix B and C of the current City Zoning Ordinance (1); All uses allowed in R-1 and R-2 Zoning District as made a part of this Agreement; Additionally:

Religious

Places of worship located on major or collector streets with no structure within 50 feet of property lines or parking within 25 feet of property lines adjacent to residential areas

### **Conditional Uses:**

#### **Classification**

General

#### **Conditional Uses (2)**

Additional uses not listed as a Permitted Use (above), which are designated conditional uses by Current City Standards for R-3 Zoning District as described in Appendix B and C of the City Zoning Ordinance (1)

### **Accessory Uses:**

#### **Classification**

General

#### **Accessory Uses**

Those described as accessory uses for residential zoning in Appendix C of the City Zoning Ordinance; additionally, all accessory uses must comply with the requirements set forth in Section 151.108 of the aforementioned Ordinance.

### **Notes:**

- (1) City of Goose Creek Zoning Ordinance in effect at the date of the Agreement Extension.
- (2) All Conditional uses must be reviewed and deemed appropriate by the Brickhope Plantation Architectural Review Board and the City of Goose Creek Zoning Board of Appeals (ZBA).

## **TH - Townhome**

### **Permitted Uses:**

#### **Classification**

General

Residential

Religious

#### **Permitted Uses**

All uses allowed by current City Standards in R1, R2 and R3 and TH Zoning Districts as described in Appendix B and C of the current City Zoning Ordinance (1); All uses allowed in R-1, R-2, R-3, TH Zoning Districts as made a part of this Agreement; Additionally:

Garden Apartments  
Patio Homes Townhomes

Places of worship located on major or collector streets with no structure within 50 feet of property lines or parking within 25 feet of property lines adjacent to residential areas

### **Conditional Uses:**

#### **Classification**

General

#### **Conditional Uses (2)**

Additional uses not listed as a Permitted Use (above), which are designated conditional uses by Current City Standards for R-3 Zoning District as described in Appendix B and C of the City Zoning Ordinance (1)

### **Accessory Uses:**

#### **Classification**

General

#### **Accessory Uses**

Those described as accessory uses for residential zoning in Appendix C of the City Zoning Ordinance; additionally, all accessory uses must comply with the requirements set forth in Section 151.108 of the aforementioned Ordinance.

### **Notes:**

- (1) City of Goose Creek Zoning Ordinance in effect at the date of the Agreement Extension.
- (2) All Conditional uses must be reviewed and deemed appropriate by the Brickhope Plantation Architectural Review Board and the City of Goose Creek Zoning Board of Appeals (ZBA).

## **MF – Multi-Family**

### **Permitted Uses:**

#### **Classification**

General

Residential

Religious

#### **Permitted Uses**

All uses allowed by current City Standards in R1, R2 and R3 Zoning Districts as described in Appendix B and C of the current City Zoning Ordinance (1); All uses allowed in R-1, R-2, and TH Zoning Districts as made a part of this Agreement; Additionally:

Garden Apartments  
Patio Homes  
Townhomes

Places of worship located on major or collector streets with no structure within 50 feet of property lines or parking within 25 feet of property lines adjacent to residential areas

### **Conditional Uses:**

#### **Classification**

General

#### **Conditional Uses (2)**

Additional uses not listed as a Permitted Use (above), which are designated conditional uses by Current City Standards for R-3 Zoning District as described in Appendix B and C of the City Zoning Ordinance (1)

### **Accessory Uses:**

#### **Classification**

General

#### **Accessory Uses**

Those described as accessory uses for residential zoning in Appendix C of the City Zoning Ordinance; additionally, all accessory uses must comply with the requirements set forth in Section 151.108 of the aforementioned Ordinance.

### **Notes:**

- (1) City of Goose Creek Zoning Ordinance in effect at the date of the Agreement Extension.
- (2) All Conditional uses must be reviewed and deemed appropriate by the Brickhope Plantation Architectural Review Board and the City of Goose Creek Zoning Board of Appeals (ZBA).



## **P - Park**

### **Permitted Uses:**

#### **Classification**

General

#### **Permitted Uses**

All uses allowed by current City Standards in CO Zoning District as described in Appendix B and C of the current City Zoning Ordinance (1)

### **Conditional Uses:**

#### **Classification**

General

#### **Conditional Uses (2)**

Additional uses not listed as a Permitted Use (above), which are designated conditional uses by current City Standards for CO Zoning District as described in Appendix B and C of the City Zoning Ordinance (1)

### **Notes:**

- (1) City of Goose Creek Zoning Ordinance in effect at the date of the Agreement Extension.
- (2) All Conditional uses must be reviewed and deemed appropriate by the Brickhope Plantation Architectural Review Board and the City of Goose Creek Zoning Board of Appeals (ZBA).

**APPENDIX III**  
**DEVELOPMENT REQUIREMENTS**

# **APPENDIX III** **DEVELOPMENT REQUIREMENTS**

Requirement	R-1 (Low Density Residential)	R-2 (Med. Density Residential)	R-3 (High Density Residential)	TH (Townhome Residential)	MF (Multi-Family Residential)	C (Comm.)	B (Business)	P (Park)
Minimum Lot Area (sf)	8,000	6,000	5,000	1,500	6,000	8,000	8,000	NA
Minimum Lot Width (ft)	70	60	50/45	20	NA	NA	NA	NA
Minimum Lot Depth (ft)	110	100	100/110	50	NA	NA	NA	NA
Minimum Front Yard Setback (ft)*	20	20	20/25**	15	20	20	20	20
Minimum Side Yard Combined Setback (ft)*	15	12	12	20	20	20	20	20
Minimum Side Yard Setback (ft) From Property Line*	6	6	6	15	15	10	10	10
Minimum Distance Between Buildings (ft)*	12	12	12	20	20	20	20	12
Minimum Rear Yard (ft)*	20	20	20	20	25	20	20	20
Maximum Height (ft)	40	40	40	40	40	45	45	45
Lot Coverage (%)	40	40	40	40	40	40	40	NA

\* Building setbacks include eaves and overhangs

\*\* A variance to the 25' Minimum Front Yard Setback may be approved by the City Zoning Administrator on a lot by lot basis if it is the determination of the Zoning Administrator that strict adherence to the setback requirement results in substantial difficulty in structure placement because of lot limitations and there is no detriment or adverse impact to the surrounding properties. Such variance may not allow a Minimum Front Yard Setback less than 20'.

**APPENDIX IV**  
**CITY OF GOOSE CREEK ZONING ORDINANCE,**  
**AS OF \_\_\_\_\_, 2014**

PROPOSED DEVELOPMENT  
BRICKHOPE PLANTATION

- 729.34 ACRES LOCATED EAST OF THE CITY OF GOOSE CREEK AND NORTH OF THE LIBERTY HALL TRACT (452.89 ACRES OF HIGHLAND AVAILABLE FOR DEVELOPMENT AND 276.45 ACRES OF JURISDICTIONAL WETLANDS NOT AVAILABLE FOR DEVELOPMENT TO BE DEEDED TO THE CITY OF GOOSE CREEK FOR PRESERVATION AS GREEN SPACE)
- MIXED-USE DEVELOPMENT THAT IS PREDOMINATELY SINGLE-FAMILY RESIDENTIAL IN NATURE
- MIXTURE INVOLVES SINGLE-FAMILY RESIDENTIAL (1175 LOTS), MULTI-FAMILY TOWNHOMES (525 RESIDENCES), 37 ACRES OF COMMERCIAL AND 3 PARKS (TO BE DEED TO THE CITY OF GOOSE CREEK)
- DENSITY SUBSTANTIALLY COMPLIES WITH THE CURRENT ZONING ORDINANCE AND THE LIBERTY HALL (CENTEX) DEVELOPMENT AGREEMENT WAS USED AS A MODEL FOR THE PROPOSED BRICKHOPE PLANTATION DEVELOPMENT AGREEMENT
- PROPOSAL PROVIDES FOR A BALANCED MISTURE OF 45', 50', 55', 60' AND 70' LOT FRONTS WITH AN AVERAGE LOT SIZE OF 6600 SQ. FT.
- DEVELOPMENT PROVIDES FOR THE DEDICATION OF A 90' RIGHT OF WAY TO FACILITATE THE PLANNED NORTHERN LOOP HIGHWAY PROJECT AS IDENTIFIED IN THE CITY OF GOOSE CREEK STRATEGIC PLAN

Ordinance #:

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 (133, 135, 137 AND 139 BLOSSOM STREET) 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 #244-01-01-002 (139 Blossom Street)  
TMS #244-01-01-003 (137 Blossom Street)  
TMS #244-01-01-004 (135 Blossom Street)  
TMS #244-01-01-005 (133 Blossom Street)

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. This is a developed property.

WHEREAS, the property is a closed parcel of land in Berkeley County, South Carolina, consisting of .93 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 "Proposed Annexation Map 133, 135, 137, 139 Blossom St.", as prepared by the City Planner.

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 CO – Conservation Open Space be applied thereto immediately upon adoption.

INTRODUCED the 13 day of January, 2015.

DONE the \_\_\_\_ day of February, 2015.

\_\_\_\_\_  
Mayor Michael J. Heitzler, Ed.D.

Attest: \_\_\_\_\_  
Kelly J. Lovette, MMC, City Clerk

\_\_\_\_\_  
Mayor Pro Tem Mark Phillips

\_\_\_\_\_  
Councilmember Kimo Esarey

\_\_\_\_\_  
Councilmember Debra Green-Fletcher

\_\_\_\_\_  
Councilmember John B. McCants

\_\_\_\_\_  
Councilmember Franklin Moore


\_\_\_\_\_  
Councilmember Jerry Tekac

Date: December 9, 2014

**PETITION**

WE, THE UNDERSIGNED FREEHOLDERS AS DEFINED BY TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, CONSTITUTING THE FREEHOLDERS OF REAL PROPERTY IDENTIFIED AS TMS NUMBER 244-01-01-005, 244-01-01-004, 244-01-01-003, 244-01-01-002 TO INCLUDE ANY ROAD, WATERWAY, EASEMENT, RAILROAD TRACK, MARSHLAND OR UTILITY LINE THAT INTERVENES BETWEEN THIS PROPERTY AND THE MUNICIPAL LIMITS OF THE CITY OF GOOSE CREEK, HEREBY PETITION THE MAYOR AND CITY COUNCIL OF THE CITY OF GOOSE CREEK, A SOUTH CAROLINA MUNICIPAL CORPORATION, FOR ANNEXATION OF THE AFOREMENTIONED PROPERTY INTO THE CITY OF GOOSE CREEK PURSUANT TO THE PROVISIONS OF TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED.

A MAP SHOWING THE PROPERTY AS OWNED BY THE PROPERTY OWNERS OF TMS NUMBER 244-01-01-005, 244-01-01-004, 244-01-01-003, 244-01-01-002 (133, 135, 137, 139 BLOSSOM STREET) IS ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.



The Edge of Folly, LLC

12-15-14

Date



Produced by The City of Goose Creek  
Information Provided by Berkeley Co. GIS  
December 5, 2014

370 185 0 370 Feet

## PROPOSED ANNEXATION MAP

133,135,137,139 Blossom St.

### PROPERTY INFO

TMS: 244-01-01-005,  
004,003,002  
ACREAGE: .93  
LOCATION: Hollywood Dr., Hwy 52

### LEGEND

- Streets - Goose Creek
- 133-139 Blossom Street
- City of Goose Creek



**Ordinance #:**

**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 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 #244-01-04-005 (225 Lindy Creek Road)

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. This is a developed property.

**WHEREAS**, the property is a closed parcel of land in Berkeley County, South Carolina, consisting of .21 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 "Proposed Annexation Map 225 Lindy Creek Road", as prepared by the City Planner.

**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 CO – Conservation Open Space be applied thereto immediately upon adoption.

**INTRODUCED** the 13<sup>th</sup> day of January, 2015.

**DONE** the \_\_\_\_ day of February, 2015.

\_\_\_\_\_  
Mayor Michael J. Heitzler, Ed.D.

Attest: \_\_\_\_\_  
Kelly J. Lovette, MMC, City Clerk

\_\_\_\_\_  
Mayor Pro Tem Mark Phillips

\_\_\_\_\_  
Councilmember Kimo Esarey

\_\_\_\_\_  
Councilmember Debra Green-Fletcher

\_\_\_\_\_  
Councilmember John B. McCants

\_\_\_\_\_  
Councilmember Franklin Moore

\_\_\_\_\_  
Councilmember Jerry Tekac

Date: December 9, 2014

**PETITION**

WE, THE UNDERSIGNED FREEHOLDERS AS DEFINED BY TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, CONSTITUTING THE FREEHOLDERS OF REAL PROPERTY IDENTIFIED AS TMS NUMBER 244-01-04-005, TO INCLUDE ANY ROAD, WATERWAY, EASEMENT, RAILROAD TRACK, MARSHLAND OR UTILITY LINE THAT INTERVENES BETWEEN THIS PROPERTY AND THE MUNICIPAL LIMITS OF THE CITY OF GOOSE CREEK, HEREBY PETITION THE MAYOR AND CITY COUNCIL OF THE CITY OF GOOSE CREEK, A SOUTH CAROLINA MUNICIPAL CORPORATION, FOR ANNEXATION OF THE AFOREMENTIONED PROPERTY INTO THE CITY OF GOOSE CREEK PURSUANT TO THE PROVISIONS OF TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED.

A MAP SHOWING THE PROPERTY AS OWNED BY THE PROPERTY OWNERS OF TMS NUMBER 244-01-04-005 (225 LINDY CREEK ROAD) IS ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

*Shawn Gannon*  
*Danette Gannon*

Shawn & Danette Gannon

*12-22-2014*

Date







Produced by The City of Goose Creek  
 Information Provided by Berkeley Co. GIS  
 December 3, 2014

# **PROPOSED ANNEXATION MAP** **225 Lindy Creek Road**

**PROPERTY INFO**

TMS: 244-01-04-005  
 ACREAGE: .21 +/-  
 LOCATION: Hollywood Dr., Hwy 52

- LEGEND**
-  City of Goose Creek
  -  225 Lindy Creek Rd.
  -  Streets - Goose Creek
  -  Berkeley County

# *Department Reports*

Goose Creek Police Department  
Monthly Report  
December 2014

<b>Offenses/Incidents Investigated</b>
--

<b>Crimes Against Persons</b>	<b>This Month</b>	<b># Charges</b>	<b>Y.T.D. Charges</b>
Homicide / Manslaughter	0	0	1
Aggravated Assault	7	4	15
Simple Assault	26	10	82
Intimidation	5	1	9
Criminal Domestic Violence	14	3	83
Criminal Sexual Conduct	1	0	45
Armed Robbery	2	0	1
Strong Arm Robbery	2	0	0
Fraud / Forgery-Financial	28	5	117
Kidnapping / Abduction	0	0	3
Drug Related Violations	37	67	546
Disorderly / Disturbing School	3	1	42
Unlawful Use of Telephone	9	2	5
Resisting Arrest	6	5	31
Indecent Exposure	0	0	2
<b>Crimes Against Property</b>	<b>This Month</b>	<b># Charges</b>	<b>Y.T.D. Charges</b>
Burglary / B & E	24	0	15
Grand Larceny (Vehicles)	4	0	4
Petit / Grand Larceny	39	2	49
Shoplifting	20	15	257
Vandalism	24	3	36
Trespassing	4	4	50
Receiving Stolen Goods	5	3	34
Possession of Stolen Auto	0	0	10
Arson	1	0	1
<b>Traffic</b>	<b>This Month</b>	<b># Charges</b>	<b>Y.T.D. Charges</b>
Driving Under the Influence (DUI)	5	5	115
<b>Other</b>	<b>This Month</b>	<b># Charges</b>	<b>Y.T.D. Charges</b>
Bench Warrant Cases	7	33	383
Alcohol Violations	14	21	95
Weapons Violations	4	3	37
<b>Totals</b>	<b>292</b>	<b>189</b>	<b>2083</b>

Goose Creek Police Department  
Monthly Report  
December 2014

<b>General Service Delivery</b>
---------------------------------

	Month	Y.T.D.
Total Calls for Police Service	5,726	67,141
Service Response Time Average		
Emergency	3:12	3:46
Non-emergency	6:27	6:16

<b>Traffic Collisions</b>
---------------------------

	Month	Y.T.D.
Traffic Collisions	158	1437
Injured	43	395
Killed	0	1

<b>Traffic Enforcement</b>
----------------------------

	Month	Y.T.D.
Number of Traffic Stops	736	8,006
Citations	489	4,915
Warnings	461	4,643

<b>Animal Services</b>
------------------------

	Month	Y.T.D.
Total Calls for Service	103	1461
Total Animals Handled	47	559
Telephone Calls for Service	136	2102

Goose Creek Police Department  
Monthly Report  
December 2014

<b>Records Services</b>
-------------------------

	Month	Y.T.D.
Walk-ins	381	3983
External Calls	479	4728
Internal Calls	209	1757
Reports Disseminated	37	983
Fingerprinting Services	21	266

<b>Criminal Investigations</b>
--------------------------------

	Month	Y.T.D.
Cases Assigned	30	404
Cases Cleared by Arrest	3	111
Cases Exceptionally Cleared	4	98
Cases Administratively Closed	5	53
Cases Unfounded	5	95
Evidence Items Received	357	3300

<b>Victim Services</b>
------------------------

	Month	Y.T.D.
Crime Victims / Witnesses Served	113	1001

<b>Training Activities</b>
----------------------------

	Month	Y.T.D.
Formal Training Hours	624	9,892
In Service / Roll Call Training Hours	1,246	16,973
Total Monthly Training Hours	1,870	26,865

Goose Creek Police Department  
Monthly Report  
December 2014

<b>Crime Prevention Services</b>
----------------------------------

	Month	Y.T.D.
<b>Neighborhood Crime Watch Meetings</b>	1	12
<b>Business Contacts</b>	8	113
<b>Telephone Contacts / Emails</b>	42	789

There are four citywide crime prevention meetings scheduled for 2014 calendar year as well as four women's self-defense classes. Citizen Police Academy started 9/30/2014 for 8 weeks.

	Month	Y.T.D.
<b>Bicycle Patrol Hours</b>	74	526

<b>Communications</b>
-----------------------

	Month	Y.T.D.
<b>911 Calls Received</b>	1568	14,773
<b>Walk-in Customers Served</b>	596	8,002
<b>Total Number of Calls Held</b>	126	1732

<b>School Resource Officers</b>
---------------------------------

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

	Month	Y.T.D.
<b>Criminal Offenses</b>	5	61
<b>Parent / Student Contacts</b>	715	11,661
<b>Arrests</b>		
<b>Juvenile</b>	0	26
<b>Adults</b>	2	9





City of Goose Creek Fire Department  
Monthly Report  
December 2014



	<u>December</u> <u>2014</u>	<u>YTD</u>	<u>December</u> <u>2013</u>	<u>Total</u> <u>2013</u>
<b><u>FIRE:</u></b>				
Structure	8	57	2	48
Vehicle	1	15	3	19
Brush/Grass	1	44	0	43
Miscellaneous	26	182	0	131
Hazardous Conditions	5	60	7	37
Service	22	242	16	195
Cancel/False	14	201	31	209
Rescue/Medical Assist	187	1864	156	1583
<b>TOTAL FIRE CALLS</b>	<b>264</b>	<b>2665</b>	<b>215</b>	<b>2281</b>

Average Response Time:	5:12
Man-Hours:	1371

**EMS:**

Patients Seen	242	2510	176	1998
Patients Transported	194	2095	165	1662
No Transports	48	442	38	426
Stand By	0	2	0	3
Cancel/False	33	435	32	387
<b>TOTAL EMS CALLS</b>	<b>267</b>	<b>2854</b>	<b>226</b>	<b>2401</b>
<b>BCEMS Secondary Response</b>	<b>74</b>	<b>802</b>	<b>63</b>	<b>754</b>

Average Response Time	
within City limits:	6:18
Man-Hours:	967



City of Goose Creek Fire Department  
Monthly Report  
December 2014



	December 2014	YTD	December 2013	Total 2013
--	------------------	-----	------------------	---------------

**TRAINING HOURS:**

Daily and Specialized	96	5139	276	6092
-----------------------	----	------	-----	------

EMS In-Service;Bloodborne Pathogen;Infection Control

<b>PUBLIC EDUCATION :</b>	<b>0</b>	<b>25</b>	<b>1</b>	<b>28</b>
---------------------------	----------	-----------	----------	-----------

**INSPECTIONS:**

Foundation	262	1363	72	670
Exterior Sheeting	103	743	65	692
Framing	144	1266	116	1211
Plumbing	190	1233	112	1195
Electric	133	1266	107	1225
Mechanical	139	1156	115	1168
Gas Safety	14	144	11	191
Interim Power	151	981	53	792
Certificate of Occupancy	13	197	11	212
Courtesy/Miscellaneous	140	1352	161	1498
<b>Total Monthly Inspections</b>	<b>1289</b>	<b>9701</b>	<b>823</b>	<b>8854</b>

# Sanitation and Maintenance Divisions Monthly Report

**December 2014**

DESCRIPTION	DEC.	Y.T.D.
<b>Sanitation:</b>		
Vehicle Mileage (Sanitation Trucks).....	8,070	108,109
Fuel Consumption (Diesel).....	3,062	34,474
Waste Collected:		
Household Garbage (Tons).....	1,142	11,373
Dry Trash (Tons).....	419	4,159
Construction Debris (Tons).....	57	863
Metals / White Goods (Tons).....	0	0
Tires (Tons).....	0	3
Motor Oil Recycled (Gallons).....	700	7,420
Side Door Collections .....	0	43
Dead Animals Removed From Streets.....	17	185

## Maintenance:

Street Signs Replaced/Erected/Repaired.....	3	71
Vehicle Mileage.....	2,296	46,657
Fuel Consumption (Diesel).....	0	0
Fuel Consumption (Unleaded).....	315	5,210
Mosquito Abatement (Number of times).....	0	70
Drainage / Maintenance Activities (Approximate Hours).....	832	13,662
Solid Waste Collection (Hours).....	128	1,754
Drainage Maintenance (Hours).....	72	1,896
Building, Grounds, Special Projects (Hours).....	248	1,030
Road and Bike Trail Maintenance (Hours).....	384	8,982
Road Maintenance Requests (Total).....	4	148
SCDOT..(new requests).....	4	114
County....(new requests).....	0	34
Road Maintenance Requests Corrected.....	9	161
Ditch Maintenance Requests.....	0	29
SCDOT.....	0	21
County.....	0	9
Ditch Maintenance Requests Corrected.....	0	55

**Sanitation and Maintenance Divisions Monthly Report**  
**December 2014**

---

**Code Enforcement:**

Vehicle Mileage.....	1,455	17,323
Fuel Consumption (Unleaded).....	95	1,226
Code Inspections (Total).....	466	7,492
Code Inspections (Complaints).....	1	74
Code Inspections (Cited).....	465	7,418
Code Violations Corrected.....	184	3,152
Code Violations Pending.....	50	N/A
Inoperable/Unlicensed Vehicles Cited.....	34	296
Inoperable/Unlicensed Vehicles Cleared.....	26	251
Summons Issued.....	1	68

---

**City of Goose Creek**  
**Water Division Monthly Report**  
**December 2014**

Description	DEC.	Y-T-D
<b>Water Usage:</b>		
Total Consumption (M.G.).....	72.98	826.38
Peak Demand (M.G.).....	2.21	3.39
Low Demand (M.G.).....	1.87	1.69
Daily Average (M.G.).....	2.35	2.28
<b>Account Services:</b>		
New Customers.....	84	919
Close Outs.....	67	879
Adjustments:.....	3	121
Account Arrangements.....	44	429
Clerical Errors.....	8	191
Temporary Services.....	15	178
Turn-Offs...(Sewer).....	190	1516
Turn-Offs... (Non-Payment, Bad Checks, No Deposit).....	268	2807
<b>Maintenance Services:</b>		
Repair Broken Water Mains.....	0	10
Investigate Service Leaks.....	44	505
Repair Service Leaks.....	1	65
Locate Lines .....	140	1560
Change Meters.....	44	723
Service Line Replacement .....	1	15
Meter Box Maintenance and Repair.....	3	115
Valve Replacement .....	0	3
Fire Hydrant Replacement/Installs/Repairs.....	0	13
Install Taps.....	5	122
Site Restorations .....	2	34
<b>Vehicle Usage:</b>		
Vehicle Mileage.....	9,096	116,172
Fuel Consumption (Gallons).....	660	8,694

City of Goose Creek Administration Department  
Monthly Report  
December 2014

**Business Licenses Issued**

License Type	Issued	Fee	Gross Sales Reported	YTD Issued	YTD Fees	YTD Gross Sales Reported
Inside City	4	\$ 350	\$ 12,400	1,022	\$ 1,233,129	\$ 798,421,978
Outside City	57	41,819	6,351,815	1,489	883,042	156,732,300
NWS Contracts	1	518	174,483	29	134,648	60,950,556
MASC Ins & Telecom	8	50	3,082	1,315	2,683,055	143,311,069
Prior Yrs.	4	473	91,444	69	29,301	4,114,163
Totals	74	\$ 43,210	\$ 6,633,224	3,924	\$ 4,963,175	\$ 1,163,530,066

**Licenses Issued to "New" Commercial Businesses Inside the City**

Name	Address	Type
LOM (Lean on Me)	119 Covey Court	7HOC(marketing consultant)
Low Country Entertainment	307 Silver Fox Lane	3HOC(disc jockey)
DeVeaux Landscaping Services	251 Clayburne Drive	3HOC(landscaping)

**Building Permits Issued**

	Processed	Issued	Fees	Construction Costs	YTD Issued	YTD Fees	YTD Construction Costs
Express	10	13	\$ 13,267	\$ 1,213,732	124	\$ 152,088	\$ 20,045,494
Building	43	34	9,619	2,162,398	584	62,934	11,265,209
Misc Permits	32	28	1,487	528,280	418	15,081	3,503,902
Plan Review	-	33	8,766	-	362	84,898	-
Totals	85	108	\$ 33,139	\$ 3,904,410	1,488	\$ 315,001	\$ 34,814,605

**Commercial Construction in Progress**

Contractor Name	Address	Project
Amerson Construction Inc.	98 Davenport Street	Shopping Plaza (Phase 2)
Hudson Construction Company	215 St James Avenue	Grocery and Gas Station
Dooley Mack Constructors of SC LLC	576 St. James Avenue	Mercantile
Design Build Construction LLC	2016 1st Avenue	Physicians office

**Single Family Housing Starts (By Sub-Division)**

	Current	YTD
Brickhope Greens (Brickhope)	0	0
Montague Point	0	0
Lakeview Commons	10	10
Liberty Hall Plantation	0	0
Liberty Village (Brickhope)	0	9
Marrington Villas (Cobblestone)	0	17
Medway Landing	0	1
Miscellaneous	0	19
Nello Farms	0	0
Sophia Landing	2	32
St. Thomas Park (Carnes Crossroads)	1	29
TOTALS	13	117

**Hospitality Fees Collected**

	Current Month	YTD
Total Fees Collected	\$ 102,467	\$ 1,161,435

**Berkeley County Water & Sanitation Payments Collected at City Hall**

	Current Month	YTD
Number of Payments Collected	3,253	37,409
Total Receipts Collected	\$ 186,217	\$ 2,162,581

**MUNICIPAL COURT REPORT -- FILED CASES****Report For December 1, 2014 - December 31, 2014****Cases Filed**

Criminal	100
Traffic	440
City Ordinance	59
Parking	17

<b>Total Filed Violations</b>	<b>616</b>
-------------------------------	------------

**Bench Trials Scheduled**

Criminal	99
Traffic	341
City Ordinance	61
Parking	24

<b>Total Scheduled</b>	<b>525</b>
------------------------	------------

**Case Disposition**

Guilty	217
Not Guilty	1
Continued	84
Dismissed for Plea Agreement (Ticket Re-Write)	28
Dismissed by Judge	7
Dismissed for Deceased	9
Dismissed for Compliance	97
Dismissed by Officer	8
Dismissed - Lack of Prosecution	23
Entered into the PTI Program	31
Voided	24
Nolle Pros	3
Transferred to Youth Court	0
Transferred to Magistrate	0
Transferred to General Sessions	43

<b>Disposition Totals</b>	<b>575</b>
---------------------------	------------

**Fines, Fees and Assessments Collected**

Fines Retained by the City	\$27,165.51
Fees and Assessments Forwarded to the State	\$37,071.00
Victim's Assistance Fund	\$4,475.90

<b>Total Fines, Fees, and Assessments Paid</b>	<b>\$68,712.41</b>
--	--------------------

**Bench Warrants**

Issued	70
Cleared	61

<b>Change in Total Warrants</b>	<b>9</b>
---------------------------------	----------

**Jury Trials**

<b>December 2014</b>	<b>Up / (Down)</b>	<b>(Previous Month-November 2014)</b>	
Requested	18 80.0%	Requested	10
Scheduled	23 (17.9%)	Scheduled	28
Continued	6 500.0%	Continued	1
Disposed	23 53.3%	Disposed	15
Pending Total	150 (3.2%)	Pending Total	155

City of Goose Creek  
Recreation Department  
Monthly Report  
December 2014

**CASEY CENTER PROGRAMS**

- **Art Classes:** Rubber Stamping, One Stroke Painting, Mosaic Art, Kids Art, Basic Print Making, Kids Art Camp
- **Tumbling:** This class is held on Thursday nights for three levels of experience: Starter, Pro and Elite. This class teaches cheers and tumbling to help make local school teams.
- **Dance:** Ages 3 & up learn tap, ballet and jazz and put on a recital in May. This also includes Belly Dancing, and Hip Hop Dancing for all ages.
- **Gymnastics:** Ages 2 & up can participate in beginner, intermediate or advanced classes. We also offer preteam and team gymnastics for competitions. This also includes Parkour, Romp & Roll and any fitness camps for days where there is no school.
- **Music:** Piano, Guitar, and Voice lessons are offered for all ages. This also includes any and all music camps offered during school holidays.
- **Martial Arts:** Ages 6 & up have beginner and intermediate classes offered on Saturdays.
- **Special Events:** Parents Nite Out, Gymnastic Meets and any other function that is not a regularly scheduled event that is held at the Casey Center.
- **Yoga:** Classes are offered on Tuesdays and Thursdays for Levels 1 and 2. These classes are usually in 4 week or 6 week sessions.

	November	December	Totals
Total Participants	341	377	Avg per mth 31
Resident Participants	276	295	Avg per mth 25
Nonresident Participants	65	82	Avg per mth 7
Resident Revenue	\$ 13,741.90	\$ 14,596.60	\$ 173,002.22
Nonresident Revenue	\$ 3,430.00	\$ 4,479.25	\$ 49,301.25
Instructors Pay	\$ ( 8,987.84)	\$ (10,651.79)	\$ (110,609.67)
Profit/Loss	\$ 8,184.06	\$ 8,424.06	\$ 103,319.72



## **COMMUNITY 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 4 times a week and Werq has been added as a new class.
- **Fitness Memberships:** Adult and Youth Memberships are available. Residents \$50 adult and \$15 for youth for a year. Nonresidents pay \$300 adult and \$150 for a youth membership per year.
- **Half Pints Preschool:** This is a preschool held at the Community Center Monday through Friday from 8:30 AM to 11:30 AM or Monday, Wednesday and Friday from 12:00 PM to 3:00 PM for ages 3 to 5. The school program runs from September to May and follows the Berkeley County School District holiday schedule. A summer program is also offered in the mornings from 8:30 AM to 11:30 AM Monday thru Friday in 3 two-week sessions starting in June.
- **Personal Training:** Orientation, Personal Training from 2 certified instructors, and Strength training for teens.
- **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 \$10 for a year and nonresidents pay \$50 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 that are once a year. For December this included the Lakeside Light Display and a Holiday Hayride.
- **Yoga:** A Yoga class is offered at the Community Center in 6 week sessions.

	<b>November</b>	<b>December</b>	<b>Totals</b>
Total Participants	3612	4083	Avg per mth 340
Resident Participants	3510	3839	Avg per mth 320
Nonresident Participants	102	244	Avg per mth 20
Resident Revenue	\$ 15,902.50	\$ 13,821.50	\$ 196,334.45
Nonresident Revenue	\$ 3,240.00	\$ 2,565.00	\$ 36,473.25
Instructors Pay	\$ (356.60)	\$ (386.80)	\$ (7,782.40)
Profit/Loss	\$ 17,348.40	\$ 15,999.70	\$ 197,933.70

## **SPORTS**

**Baseball:** Spring baseball and softball sign-ups will run from January 12-February 5, 2015 and each participant will pay \$45. This includes a pair of pants, a t-shirt, socks and a hat. Most games will be played at Felkel Field.

AGE GROUPS	# of TEAMS	# of PARTICIPANTS
T-Ball Ages 4-5		
Machine Pitch A Ages 6-7		
Machine Pitch AA Ages 7-8		
Minors Ages 9-10		
Majors Ages 11-12		
Juniors Ages 13-15		
SB Machine Pitch Ages 6-8		
SB Minors Ages 9-10		
SB Majors Ages 11-12		
SB Junior/Senior Ages 13-16		

**Soccer:** Registration is from February 9, 2014 – February 26, 2014 and each participant will pay \$40.00. This includes t-shirt, shorts, and socks. All games will be played either Tuesday or Thursday nights at Foster Creek Park.

AGE GROUPS	# of TEAMS	# of PARTICIPANTS
TINY TOT Ages 4-5	10	110
PEEWEE Ages 6-7	8	97
SMALL FRY Ages 8-9	7	97
MITE Ages 10-11	3	37

**Cheerleading:** This season is over until registration starts back up again around May of next year.

AGE GROUPS	# of TEAMS	# of PARTICIPANTS
MIDGET Ages 6-8		
PEEWEE Ages 9-10		
SMALLFRY Ages 11-13		

**Football:** This season is over until registration starts back up again around May of next year.

AGE GROUPS	# of TEAMS	# of PARTICIPANTS
MIDGET Ages 6-8		
PEEWEE Ages 9-10		
SMALLFRY Ages 11-12		
MIDDLE SCHOOL: 13 – 14		

**Basketball:** Registration ended on November 13, 2014. Residents between the ages of 5-14 paid \$40.00. This fee includes shorts and a t-shirt. Practices have begun and the games will start in January.

AGE GROUPS	# of TEAMS	# of PARTICIPANTS
Tiny Tot Ages 5-6	6	60
Pee Wee Ages 7-8	10	98
Small Fry Ages 9-10	9	88
Mite Ages 11-12	6	55
Midget Ages 13-14	3	30

- **Tennis:** Lessons are offered at the Crowfield Tennis Courts. These lessons are offered once or twice a week for 4 or 6 week long sessions.
- **Volleyball:** Volleyball is offered for Co-ed teams and free play. The Co-Ed teams are made up of at least six people and the league runs for 8 weeks. The Co-Ed league is offered to nonresidents for an additional \$5 fee. An open play night for volleyball has been scheduled for Friday nights from 4:30 PM to 8:00 PM for residents and nonresidents. Residents can come in for free and nonresidents pay a \$5 fee.
- **Swim Lessons:** The pool is closed for the season. These lessons will resume in 2015.

	November	December	Totals
Total Participants	265	22	Avg per mth 224
Resident Participants	263	19	Avg per mth 216
Nonresident Participa	2	3	Avg per mth 8
Resident Revenue	\$ 11,760.00	\$ 340.00	\$ 79,183.83
Nonresident Revenue	\$ 50.00	\$ 125.00	\$ 11,993.49
Instructors Pay	\$ 0.00	\$ 14.00	\$ ( 5,166.46)
Profit/Loss	\$ 11,372.50	\$ 451.00	\$ 87,068.36

## **SUMMARY**

<b>Athletics</b>	<b>November</b>	<b>December</b>	<b>Totals</b>
Total Resident Participants	263	19	<b>2,847</b>
Total Resident Revenue	\$11,760.00	\$340.00	<b>\$31,812.83</b>
Total Nonresident Participants	2	3	<b>215</b>
Total Nonresident Revenue	\$50.00	\$125.00	<b>\$12,954.49</b>

<b>Casey Center</b>	<b>November</b>	<b>December</b>	<b>Totals</b>
Total Resident Participants	276	295	<b>7,215</b>
Total Resident Revenue	\$13,741.90	\$14,596.60	<b>\$214,573.37</b>
Total Nonresident Participants	65	82	<b>1,574</b>
Total Nonresident Revenue	\$3,430.00	\$4,479.25	<b>\$54,228.51</b>

<b>Community Center</b>	<b>November</b>	<b>December</b>	<b>Totals</b>
Total Resident Participants	3510	3839	<b>55,857</b>
Total Resident Revenue	\$15,902.50	\$13,821.50	<b>\$249,293.40</b>
Total Nonresident Participants	102	244	<b>1719</b>
Total Nonresident Revenue	\$3,240.00	\$2,565.00	<b>\$40,999.75</b>

## **UPCOMING EVENTS**

### **FEBRUARY**

**1<sup>st</sup> - 12<sup>th</sup> -- Valentine Pet Photo Contest** – Residents will have the opportunity to submit photos of their pets and have them posted on the City of Goose Creek Facebook page. Submissions will be accepted from February 1<sup>st</sup>- 7<sup>th</sup> and voting will be held on February 9<sup>th</sup> through midnight of February 12<sup>th</sup>. Winner will be announced on February 13,2015.

### **MARCH**

**14<sup>th</sup> – 3K Goose Creek Shamrock Run/Walk** – This will take place at the lake behind the City Municipal Center. It will start at 9:00 AM and all runners, walkers, and families are invited. All participants must pay a registration fee, either \$18 which includes a t-shirt or \$10 with no t-shirt. Deadline for registration has not been determined yet but will be coming soon.

**28<sup>th</sup> – Easter Rock Hunt** – This fun event for kids ages 8 and under is held at Eubanks Park next to the Casey Center on Old Moncks Corner Road at 11:00 AM. The park will be covered with candy filled Easter eggs for kids to hunt and find. The Easter Bunny will make an appearance for parents to take pictures and each child will have an opportunity to search for a special painted rock to win a special prize.

### **APRIL**

**11<sup>th</sup> – Giant Yard Sale** – This event is held twice a year at Heatley Field, which is located at the Casey Center on Old Moncks Corner Road. It will start at 8:00 AM sharp and run until 12 Noon. We will offer over 50 spots for rent to sell your unwanted stuff or just to shop and get a bargain. Make sure you register early for a spot they will fill up fast.

**25<sup>th</sup> – Beach and BBQ** – This fun event will take place behind the Goose Creek Municipal Center and will run from 4:00 PM to 7:00 PM. It will feature a BBQ cook-off from local residents, a band, lots of different food vendors and kid's activities. This usually is a fun event to kick off Spring.

### **Goose Creek Recreation Parks and Addresses**

- Dennis Park – 300 Anita Dr. – baseball/softball diamond, picnic tables, playground
- Dogwood Park – 100 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 – 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

**CROWFIELD GOLF COUNTRY CLUB**  
**October 2014 REPORT**

<b>MEMBERSHIP TOTALS</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>YTD</b>
GOLF Members	105	104	108	108	110	115	111	111	109	110	109	105	
ROUNDS 2013	2,579	1,864	3,415	3,920	3,748	3,225	3,042	2,971	3,282	3,378	2,621	2,234	
ROUNDS 2014	1,478	2,257	3,424	4,131	3,825	3,355	3,238	3,528	2,611	3,683	2,272	2,202	36,004
GOLF REVENUE	51,754	55,829	99,544	119,397	103,006	86,446	96,486	78,852	57,487	85,417	45,550	51,415	931,182.68
PRO SHOP REVENUE	2,033	3,602	8,803	8,584	9,535	7,380	5,589	11,639	7,486	7,432	6,406	5,806	84,294.22
SNACK BAR REVENUE	7,901	8,735	18,099	21,976	22,968	18,680	17,301	18,381	15,004	16,778	9,411	10,507	185,741.14
TOTAL REVENUE	61,688	68,166	126,446	149,958	135,509	112,505	119,376	108,872	79,977	109,627	61,367	67,729	1,201,218

**Crowfield Golf & Country Club**  
**News and Events**

**Golf Recap:** The rounds in December were as expected with the shorter days. There were some nice golfing days and not too many frost delays.

**Upcoming Events:** Crowfield will be hosting the annual New Year's kickoff tournament on the 3rd.

**Golf Course Condition:** The golf course remains in great condition, the overseeding on the fairways and tees came in nice this year. The maintenance staff will be concentrating on project planning and project management in addition to the routine course maintenance. The mowing has decreased due to time of year.

**Crowfield Golf & Country 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 764-4618.

## Crowfield Metric Chart

		Revenue		Expense	Rounds	E.P.G.	R.P.G.
2004	\$	1,213,396	\$	1,484,515	32,925	\$ 45.09	\$ 36.85
2005	\$	1,206,225	\$	1,555,958	31,162	\$ 49.93	\$ 38.71
2006	\$	1,385,901	\$	1,783,590	34,313	\$ 51.98	\$ 40.39
2007	\$	1,412,987	\$	1,743,406	35,199	\$ 49.53	\$ 40.14
2008	\$	1,407,108	\$	1,963,413	35,658	\$ 55.06	\$ 39.46
2009	\$	1,266,517	\$	1,946,705	33,710	\$ 57.75	\$ 37.57
2010	\$	1,258,144	\$	1,930,922	36,035	\$ 53.58	\$ 34.91
2011	\$	1,143,643	\$	1,597,082	38,098	\$ 41.92	\$ 30.02
2012	\$	1,219,346	\$	1,544,925	38,650	\$ 39.97	\$ 31.55
2013	\$	1,172,282	\$	1,212,316	36,350	\$ 33.35	\$ 32.25
2014					36,004	\$ -	\$ -
<b>Average</b>	<b>\$</b>	<b>1,268,555</b>	<b>\$</b>	<b>1,676,283</b>	<b>35,210</b>	<b>\$ 47.61</b>	<b>\$ 36.03</b>

E.P.G. = Expense per golfer

R.P.G. = Revenue per golfer

## 2014

		Revenue		Expense	Rounds	E.P.G.	R.P.G.
January	\$	61,688	\$	100,042	1,478	\$ 67.69	\$ 41.74
February	\$	68,166	\$	83,164	2,257	\$ 36.85	\$ 30.20
March	\$	126,446	\$	110,305	3,424	\$ 32.22	\$ 36.93
April	\$	149,958	\$	116,744	4,131	\$ 28.26	\$ 36.30
May	\$	135,509	\$	130,469	3,825	\$ 34.11	\$ 35.43
June	\$	112,505	\$	107,240	3,355	\$ 31.96	\$ 33.53
July	\$	119,376	\$	111,461	3,238	\$ 34.42	\$ 36.87
August	\$	108,872	\$	117,380	3,528	\$ 33.27	\$ 30.86
September	\$	80,541	\$	112,048	2,611	\$ 42.91	\$ 30.85
October	\$	109,627	\$	102,758	3,683	\$ 27.90	\$ 29.77
November	\$	61,367	\$	92,234	2,272	\$ 40.60	\$ 27.01
December	\$	67,729	\$	83,763	2,202	\$ 38.04	\$ 30.76
<b>Total</b>	<b>\$</b>	<b>1,201,784</b>	<b>\$</b>	<b>1,267,608</b>	<b>36,004</b>	<b>\$ 35.21</b>	<b>\$ 33.38</b>

\* 2014 is un-audited



# ***City Administrator's Report***



DENNIS C. HARMON  
City Administrator

**MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** City Administrator

**SUBJECT:** Request to Purchase – Police Department (vehicles/equipment)

**DATE:** January 8, 2015

Attached is a request and supporting documentation from the Chief of Police to purchase eight (8) police vehicles as provided in the FY 2015 City budget. Acquisition of the vehicles and associated equipment is proposed to be accomplished through **Light-N-Up, Roebuck, SC**, utilizing the State contract award for commodities, at a total cost of **\$293,094.20**, which is **\$3575.61**, under budget for all vehicles and equipment provided in the FY 2015 City Police Department budget. City Council's favorable consideration of this request will be greatly appreciated.

If you have questions or need additional information please call or stop by City Hall at your convenience.

Respectfully submitted,

Dennis C. Harmon  
City Administrator



POLICE DEPARTMENT

HARVEY BECKER  
CHIEF OF POLICE

To: City Administrator

From: Chief of Police *HB*

Subject: Request to Purchase

Date: December 16, 2014

I am requesting permission to purchase seven (7) 2015 Dodge Charger police cars from Light-N-Up via Butler Dodge, the state contract holder for the Dodge Charger, and one (1) 2015 Ford Escape from Light-N-Up via Vic Bailey Ford, the state contract holder for the Ford Escape. Light-N-Up is an authorized drop shipment location for fleet purchases and the location where installation/set-ups will occur. These cars will be utilized to replace aged and worn cars within the fleet. The total price for the cars is \$203,094.20. Account number 800-8065 will be utilized for vehicle purchases. Please see the attached detailed quote listing all features.

I also request permission to purchase the attached listed products for the new 2015 Dodge Chargers and the 2015 Ford Escape. These items will also be purchased from Light-N-Up, as they are the state contract vendor for all of the lighting equipment, the in-car camera systems and the sole source vendor for the console and mounting devices. The total cost to outfit the vehicles is \$90,593.99. Account number 780-7826 will be utilized for the equipment purchased (\$84,393.99), while account number 700-7025 will be utilized to pay for installation (\$6,200.00). Please see the attached quote for specifics.

Total expenditure for Light-N-Up is \$293,688.19. These are budgeted items in the approved 2015 police department budget. When additional pending vehicle equipment purchases are accomplished, between the three accounts, we will be under budget by \$3,575.61. If this request is approved and the order is placed in January 2015, delivery, possession, and payment will likely occur in April or May of 2015.

attachments

Light-N-Up, LLC

101 Sunset Drive  
Roebuck, SC 29376  
864-587-9821 - Office

# Quote

Date	Quote #
12/8/2014	5156

Name / Address
Goose Creek Police Dept. P.O. Drawer 1768 Goose Creek, SC 29445-1768 Attn: Captain Laffey

Rep
CDW

Item	Description	Qty	Cost	Total
ITEM.	Basic Slick Top Ford Escape			
	2015 Ford Escape SE	1	23,138.00	23,138.00
	Standard Equipment Included:			
	2.0LEcoBoost Engine			
	Automatic Transmission			
	A/C			
	AM/ FM Radio			
	Locks			
	Cruise Control			
	Floor Mats (Front & Rear)			
	Package			
ITEM.	SC Car TAX	1	300.00	300.00
ITEM.	UPFITTER FEE: is for all dealer paper work	1	150.00	150.00T
LX2F-(BB)	LX2F-(BB) - BLUE LED DECK LIGHT	1	250.00	250.00T
LX2HOOD	LX2HOOD-- LED Hood for the LX2-F	1	0.00	0.00T
XT302BB	XT3 D1b Lights Blue Blue	2	120.00	240.00T
	Rear Deck Lights			
TRX6B	TRX6B--- Torus Exterior 6LED BLUE	2	70.00	140.00T
	Side Lights			
XT3LBKT	Xt3 90d L Bracket	2	7.00	14.00T

Thank You for considering Light-N-Up, LLC. for your Equipment Needs.

**Subtotal**

**Sales Tax (8.0%)**

**Total**

Quote is good for 3 months from date of issue,  
This quote may not include Shipping.

Thank You

Thank You! for considering Light-N-Up for your  
equipment and installation needs.

Light-N-Up, LLC

101 Sunset Drive  
Roebuck, SC 29376  
864-587-9821 - Office

## Quote

Date	Quote #
12/8/2014	5156

Name / Address
Goose Creek Police Dept. P.O. Drawer 1768 Goose Creek, SC 29445-1768 Attn: Captain Laffey

Rep
CDW

Item	Description	Qty	Cost	Total
HB6PAK	HB6PAK corner LEDs (Clear)	4	63.00	252.00T
	(2) Front			
	(2) Rear			
3920	Siren 3920 - Remote Compact Siren 100 watt output	1	121.51	121.51T
C3100	C3100 - Speaker	1	153.40	153.40T
Switch	Round Led Switch	3	12.00	36.00T
Misc.Shop Supplies	Misc. Shop Supplies	1	35.00	35.00T
Installation	Installation	1	600.00	600.00

Thank You for considering Light-N-Up, LLC. for your Equipment Needs.

**Subtotal** \$25,429.91

**Sales Tax (8.0%)** \$111.35

**Total** \$25,541.26

Quote is good for 3 months from date of issue,  
This quote may not include Shipping.

Thank You

Thank You! for considering Light-N-Up for your  
equipment and installation needs.

Light-N-Up, LLC

101 Sunset Drive  
Roebuck, SC 29376  
864-587-9821 - Office

# Quote

Date	Quote #
12/8/2014	5155

Name / Address
Goose Creek Police Dept. P.O. Drawer 1768 Goose Creek, SC 29445-1768 Attn: Captain Laffey

Rep
CDW

Item	Description	Qty	Cost	Total
ITEM.	Quote for 2015 Dodge Charger - LIGHTBAR			
	2015 Dodge Charger PPV	1	25,194.60	25,194.60
	V8			
	White			
	LED DS Spot Lamp			
	Vinyl Floor			
	Deactivate rear door and windows			
	Back Up Assist			
ITEM.	SC Car TAX	1	300.00	300.00
ITEM.	UPFITER FEE: is for all dealer paper work	1	150.00	150.00
21TR47MC	21TR Multi Color Bar-C58451	1	1,500.00	1,500.00T
	Mounting on a 2015 Dodge Charger			
	White Adapter Bracket			
HB6PAK	HB6PAK corner LEDs (BLUE)	2	70.00	140.00T
	(2) in rear clear			
TRX6B	TRX6B--- Torus Exterior 6LED BLUE	6	70.00	420.00T
	2) for mounting inside push bumper (2per car)			
	2) for side of push bumper (2per car)			
	2) for side lights mounted on cage (2per car)			
XT3LBKT	Xt3 90d L Bracket	2	8.00	16.00T
	(2) For Side Lights			
Z3 Siren	Code 3, Z3 Siren, Deluxe Remote Siren, 200 Watt output w/programmable push button and slide switch control	1	705.00	705.00T

Thank You, It has been a pleasure to serve you!

**Subtotal**

**Sales Tax (8.0%)**

**Total**

Quote is good for 3 months from date of issue,  
This quote may not include Shipping.

Thank You

Thank You! for considering Light-N-Up for your  
equipment and installation needs.

Light-N-Up, LLC  
 101 Sunset Drive  
 Roebuck, SC 29376  
 864-587-9821 - Office

# Quote

Date	Quote #
12/8/2014	5155

Name / Address
Goose Creek Police Dept. P.O. Drawer 1768 Goose Creek, SC 29445-1768 Attn: Captain Laffey

				Rep
				CDW
Item	Description	Qty	Cost	Total
3450	Banshee Amplifier	1	285.00	285.00T
C3100	C3100 - Speaker	2	153.40	306.80T
	(2) Per Car Mounting on 2015 Dodge Charger			
425-6175	425-6175 : Jotto Desk Console for 2011-12 Dodge Charger CC/CD Console	1	300.00	300.00T
425-6384	Accessory Adaptor Plate - Fits 2012+ Dodge Charger CC/CD Vertical Console	1	100.00	100.00T
425-3704	ABS cup Holder for 425-6174 2013 Ford Police Interceptor sedan contour console	1	37.00	37.00T
425-5597	Console Side Computer Mount 12+ CC/CD Charger (ONLY FITS 425-6175)	1	240.00	240.00T
425-5485	Exchange- GK Plate (Kodiak/GKDock/Motorola Dock/First Mobile Dock)	1	0.00	0.00T
475-0051	GR9-870/AR BLM Vertical Mount to Flat/Recessed Housing	1	239.20	239.20T
Thank You, It has been a pleasure to serve you!		<b>Subtotal</b>		
Quote is good for 3 months from date of issue, This quote may not include Shipping. Thank You		<b>Sales Tax (8.0%)</b>		
		<b>Total</b>		
		Thank You! for considering Light-N-Up for your equipment and installation needs.		

Light-N-Up, LLC  
 101 Sunset Drive  
 Roebuck, SC 29376  
 864-587-9821 - Office

# Quote

Date	Quote #
12/8/2014	5155

Name / Address
Goose Creek Police Dept. P.O. Drawer 1768 Goose Creek, SC 29445-1768 Attn: Captain Laffey

Rep
CDW

Item	Description	Qty	Cost	Total
475-0818	Charger 11+ Prisoner Package - VP9 SC - High Security High Visibility 1. Space Creator Vehicle Partition Featuring the Bidirectional Recessed Housing 2. ABS Bio-Seat 3. ABS Floor Pan 4. Seatbelt Extenders 5. Window Armor 6. Standard Door Panel 7. Two Piece High Security Extension Panel 8. Center High Security Extension Panel (NEED TO GET NEW PART # FOR 2015 DC)	1	1,235.00	1,235.00T
Westin 36-2035	Center Bumper for Dodge Charger 2011-2014	1	0.00	0.00T
36-6005C2	2 Light Top Channel (Code 3)	1	252.00	252.00T
7160-0006	BROTHERS ARMREST PRINTER MOUNT printer is to be turned around so that the paper will come out on the PS but still lift up from the front.	1	24.00	24.00T
			224.90	224.90T

Thank You, It has been a pleasure to serve you!

**Subtotal**

**Sales Tax (8.0%)**

**Total**

Quote is good for 3 months from date of issue,  
 This quote may not include Shipping.

Thank You

Thank You! for considering Light-N-Up for your equipment and installation needs.



# Light-N-Up, LLC

101 Sunset Drive  
Roebuck, SC 29376  
864-587-9821 - Office

## Quote

Date	Quote #
12/8/2014	5155

Name / Address
Goose Creek Police Dept. P.O. Drawer 1768 Goose Creek, SC 29445-1768 Attn: Captain Laffey

Rep
CDW

Item	Description	Qty	Cost	Total
Mobile Vision	In Car Camera MVD-FB3DVS-M Flashback 3 Digital Monitor Less System MVD-FB2V-V2 Option, Flashback 2 Vehicle Viewer, Standard 7 MVD-CRASH-BAT2 Option, CrashBat 2, FB2 7 MVD-IR-CAM3 Camera, rear seat, IR kit. No integrated microphone 7 MVD-RDR-PRO1000 Radar option, Kustom Pro1000/Eagle Eye 7 MVD-DM2-24/55WH Stud mount antenna 18' cables (RF-& RG-174) with SMA/SMA bolt configuration (not mag mount) white Dome Antenna 7 MVD-FB-CK2 Cable Kit, DVR w/OHC 7 MVD-FB-EMA-1Y Flashback3, In-Car Video System, EMA Year 1	1	5,525.00	5,525.00T
1252	1252- Coax Cables	1	17.00	17.00T
75712	75712-- Streamlight Stinger LED Flash Light w\ DC charger	1	115.00	115.00T
315672	Charge Guard on/off timer switch	1	100.00	100.00T
485753	800 - Phantom Elite White	1	35.00	35.00T
Misc.Shop Supplies	Misc. Shop Supplies	1	55.00	55.00T
Installation	Installation of all items listed above along with customers items listed below	1	800.00	800.00

Thank You, It has been a pleasure to serve you!

**Subtotal**

**Sales Tax (8.0%)**

**Total**

Quote is good for 3 months from date of issue,  
This quote may not include Shipping.

Thank You

Thank You! for considering Light-N-Up for your equipment and installation needs.

Light-N-Up, LLC

101 Sunset Drive  
Roebuck, SC 29376  
864-587-9821 - Office

## Quote

Date	Quote #
12/8/2014	5155

Name / Address
Goose Creek Police Dept. P.O. Drawer 1768 Goose Creek, SC 29445-1768 Attn: Captain Laffey

Rep
CDW

Item	Description	Qty	Cost	Total
CUSTOMER SUP...	CUSTOMER PROVIDE ITEM: Motorola APX 6500 Remote Hand held Honeywell Scanners Brother Pock Jet Printers with USB Cable and Power wire		0.00	0.00T

Thank You, It has been a pleasure to serve you!

**Subtotal** \$38,316.50

**Sales Tax (8.0%)** \$949.75

**Total** \$39,266.25

Quote is good for 3 months from date of issue,  
This quote may not include Shipping.

Thank You

Thank You! for considering Light-N-Up for your  
equipment and installation needs.

# Light-N-Up, LLC

101 Sunset Drive  
Roebuck, SC 29376  
864-587-9821 - Office

## Quote

Date	Quote #
12/8/2014	5153

Name / Address
Goose Creek Police Dept. P.O. Drawer 1768 Goose Creek, SC 29445-1768 Attn: Captain Laffey

Rep
CDW

Item	Description	Qty	Cost	Total
ITEM.	Quote for 2015 Dodge Charger - SLICK TOP			
	2015 Dodge Charger PPV	6	25,193.60	151,161.60
	V8			
	White			
	LED DS Spot Lamp			
	Vinyl Floor			
	Deactivate Rear Door and Windows			
	Back Up Assist			
ITEM.	SC Car Tax	6	300.00	1,800.00
ITEM.	UPFITER FEE: is for all dealer paper work	6	150.00	900.00T
SV555CH11	SV555CH11--- Code 3 Tricore Supervisor for 2011+ Dodge Charger	6	800.00	4,800.00T
	Color: BLUE			
	WITHOUT FACTORY DOME LIGHT			
	for Front Window			
WM555CH11	WM555CH11--- Code 3 Tricore Wingman for 2011 Dodge Charger	6	800.00	4,800.00T
	Color: BLUE			
HB6PAK	HB6PAK corner LEDs (BLUE)	12	70.00	840.00T
	(2) in rear clear			

Thank You, It has been a pleasure to serve you!

**Subtotal**

**Sales Tax (8.0%)**

**Total**

Quote is good for 3 months from date of issue,  
This quote may not include Shipping.

Thank You

Thank You! for considering Light-N-Up for your equipment and installation needs.

# Light-N-Up, LLC

101 Sunset Drive  
Roebuck, SC 29376  
864-587-9821 - Office

# Quote

Date	Quote #
12/8/2014	5153

Name / Address
Goose Creek Police Dept. P.O. Drawer 1768 Goose Creek, SC 29445-1768 Attn: Captain Laffey

Rep
CDW

Item	Description	Qty	Cost	Total
TRX6B	TRX6B--- Torus Exterior 6LED BLUE 2) for mounting inside push bumper (2per car) 2) for side of push bumper (2per car) 2) for side lights mounted on cage or rear doors (2per car)	36	70.00	2,520.00T
XT3LBKT	Xt3 90d L Bracket (2) For Side Lights	12	8.00	96.00T
C3100	C3100 - Speaker	6	153.40	920.40T
295HFSA6	295HFSA6 - Siren	6	375.00	2,250.00T
425-6175	425-6175 : Jotto Desk Console for 2011-12 Dodge Charger CC/CD Console	6	300.00	1,800.00T
425-6384	Accessory Adaptor Plate - Fits 2012+ Dodge Charger CC/CD Vertical Console	6	100.00	600.00T
425-3704	ABS cup Holder for 425-6174 2013 Ford Police Interceptor sedan contour console	6	37.00	222.00T
475-0051	GR9-870/AR BLM Vertical Mount to Flat/Recessed Housing	6	239.20	1,435.20T
475-0802	Dodge Charger (2011+) Space Creator Vehicle Partition Featuring Bidirectional Recessed Housing (HS/HV Window Option)	6	520.00	3,120.00T
475-0228	Charger 11+ Window Armor for use with OEM/ABS Door Panels	6	150.00	900.00T
475-0322	Charger 11+ Bio Seat w/ Seat Belt Extenders	6	400.00	2,400.00T
Havis Shield	CHDM168: Off Set Floor mounting Bracket for 13-14 Dodge Charger	2	80.00	160.00T
Westin	(NEED TO GET NEW PART# FOR THE 2015 DC)		0.00	0.00T

Thank You, It has been a pleasure to serve you!

**Subtotal**

**Sales Tax (8.0%)**

**Total**

Quote is good for 3 months from date of issue,  
This quote may not include Shipping.

Thank You

Thank You! for considering Light-N-Up for your  
equipment and installation needs.

Light-N-Up, LLC  
 101 Sunset Drive  
 Roebuck, SC 29376  
 864-587-9821 - Office

# Quote

Date	Quote #
12/8/2014	5153

Name / Address
Goose Creek Police Dept. P.O. Drawer 1768 Goose Creek, SC 29445-1768 Attn: Captain Laffey

Rep
CDW

Item	Description	Qty	Cost	Total
36-2035	Center Bumper for Dodge Charger 2011-2014	6	252.00	1,512.00T
36-6005C2	2 Light Top Channel (Code 3)	6	24.00	144.00T
7160-0006	BROTHERS ARMREST PRINTER MOUNT	6	224.90	1,349.40T
Mobile Vision	In Car Camera	6	5,525.00	33,150.00T
	MVD-FB3DVS-M Flashback 3 Digital Monitor Less System			
	MVD-FB2V-V2 Option, Flashback 2 Vehicle Viewer, Standard			
	7 MVD-CRASH-BAT2 Option, CrashBat 2, FB2			
	7 MVD-IR-CAM3 Camera, rear seat, IR kit. No integrated microphone			
	7 MVD-RDR-PRO1000 Radar option, Kustom Pro1000/Eagle Eye			
	7 MVD-DM2-24/55WH Stud mount antenna 18' cables (RF-& RG-174) with SMA/SMA bolt configuration (not mag mount) white Dome Antenna			
	7 MVD-FB-CK2 Cable Kit, DVR w/OHC			
	7 MVD-FB-EMA-1Y Flashback3, In-Car Video System, EMA Year 1			
1252	1252- Coax Cables	6	17.00	102.00T
75712	75712-- Streamlight Stinger LED Flash Light w\ DC charger	6	115.00	690.00T
315672	Charge Guard on/off timer switch	6	100.00	600.00T
485753	800 - Phantom Elite White	6	35.00	210.00T
Misc.Shop Supplies	Misc. Shop Supplies	6	55.00	330.00T

Thank You, It has been a pleasure to serve you!

**Subtotal**

**Sales Tax (8.0%)**

**Total**

Quote is good for 3 months from date of issue,  
 This quote may not include Shipping.

Thank You

Thank You! for considering Light-N-Up for your equipment and installation needs.

Light-N-Up, LLC

101 Sunset Drive  
Roebuck, SC 29376  
864-587-9821 - Office

## Quote

Date	Quote #
12/8/2014	5153

Name / Address
Goose Creek Police Dept. P.O. Drawer 1768 Goose Creek, SC 29445-1768 Attn: Captain Laffey

Rep
CDW

Item	Description	Qty	Cost	Total
Installation	Installation of all items listed above along with customers items listed below	6	800.00	4,800.00
CUSTOMER SUP...	CUSTOMER PROVIDE ITEM Motorola APX 4500 Dash Mount Hand held Honeywell Scanners Brother Pocket Jet Printer with USB Cable and Power wire		0.00	0.00T

Thank You, It has been a pleasure to serve you!

**Subtotal** \$223,612.60

**Sales Tax (8.0%)** \$5,268.08

**Total** \$228,880.68

Quote is good for 3 months from date of issue,  
This quote may not include Shipping.

Thank You

Thank You! for considering Light-N-Up for your  
equipment and installation needs.



DENNIS C. HARMON  
City Administrator

**MEMORANDUM**

**TO:** Mayor and City council

**FROM:** City Administrator

**SUBJECT:** Request to Purchase - Recreation Department (exercise equipment)

**DATE:** January 8, 2015

Attached is a request and supporting documentation from the Recreation Director to purchase **thirteen (13) Matrix IC2-Series spin bikes** from **Ready Fitness, Cumming, GA**, as the low responsible bidder, in the total amount of **\$14,843.08**. This is a budgeted item in the 2015 City budget.

City Council's favorable consideration of this request will be greatly appreciated. If you have questions or need additional information please call or stop by City Hall at your convenience.

Respectfully submitted,

Dennis C. Harmon  
City Administrator



RECREATION DEPARTMENT

Gary M. Stuber  
Recreation Director

January 2, 2015

To: Dennis C Harmon, City Administrator  
From: Gary M Stuber, Recreation Director *GMS*

Re: Request to Purchase 13 Spin Bikes

Supplier: Ready Fitness, Cumming GA

The Recreation Department requests permission to purchase 13 Matrix IC2-Series Spin Bikes. The purchase of new fitness equipment was budgeted for in the 2015 budget in budget account number 250-672-000-780-7826.

Total price, including freight, installation, and tax: **\$14,843.08**

- Price includes 5 year warranty on frame and 3 years parts and labor warranty on the remaining parts.

Other prices:

- Carolina Specialty Fitness Cost: \$18,237.96
- 123 Wellness Inc. Cost: \$15,912.26
- Fitness Zone Cost: \$23,335.00

Supporting documentation is attached.

I am available to discuss this with you at your convenience.



## PROPOSAL

**Proposal #:PR-04859**

Date Created: December 10, 2014

Expires On: January 18, 2015

Terms: 50%Dep 50%COD

Prepared By: Rebecca Peoples

**Representative Contact Info:**

Rebecca Peoples

Ph:

rebecca@readyfitness.com

**Ready Fitness**

3482 Keith Bridge Rd #140

Cumming, GA 30041

[www.readyfitness.com](http://www.readyfitness.com)

Phone: (404) 551-4472

Fax: (404) 420-2568

## BILLING & SHIPPING

**Bill To Name:**

City of Goose Creek

**Bill To Address:**

Sylvia Reid

519A N Goose Creek Blvd

Goose Creek, SC 29445

**Ship To Name:**

City of Goose Creek

**Ship To Address:**

519A N Goose Creek Blvd

Goose Creek, SC 29445

Product	Description	Qty	MSRP	Your Price	Total Price
Matrix iC2-Series	Spin Bike, iC2 Series	13.00	\$1,395.00	\$955.00	\$12,415.00
Matrix IC-COM	Indoor Cycle Computer- New	2.00	\$149.00	\$139.00	\$278.00

## TOTALS

	Subtotal	\$12,693.00
	Freight	\$431.42
	Delivery	\$269.64
	Install	\$377.50
<b>Total Price</b>		<b>\$13,771.56</b>
(Does not include applicable sales tax which will be added to Invoice)		

**Please Note:**

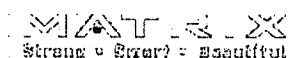
Applicable sales tax of 8% (\$1071.52) will be added to this proposal upon invoicing bringing the grand total to: **\$14,843.08**

## TERMS AND CONDITIONS

Pricing is guaranteed for 30 days. Approved Credit Application is required for all customers desiring terms. 30%Restocking Fee for Returns or Cancelled Items. Strength Equipment, Flooring, and Audio/Visual Equipment are custom order items (No Returns, No Refunds). Strength Orders must clearly specify paint and upholstery colors. Treadmills require 120V, dedicated 20 amp circuit with Nema 5-20R receptacle. Customers must provide appropriate power and cable outlets for equipment with those requirements. By Signing below, buyer authorizes this purchase as detailed herein, per the payment terms noted.

## SIGNATURE

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_


[Worldwide Sites](#)
[Contact Us](#)


[CARDIO](#)
[STRENGTH](#)
[SOLUTIONS](#)
[SUPPORT](#)
[INSIDE MATRIX](#)

## Commercial Warranty

[Warranties](#)
[Maintenance](#)
[Manuals](#)
[Training & Seminars](#)
[Dealer Login](#)

### CARDIO WARRANTY

	T7X1/T7XE/T5X TREADMILL	T3XE/T3X TREADMILL	T1XE/T1X TREADMILL †
*FRAME	7 Years	7 YEARS	7 Years
DRIVE MOTOR	Lifetime	7 YEARS	3 Years
PARTS	3 Years CAP	3 YEARS CAP	3 Years CAP
LABOR	3 Years CAP	3 YEARS CAP	3 Years CAP
**WEAR ITEMS	90 Days	90 DAYS	90 Days
	A7X1/A7XE/A5X/A3X ASCENT	E7X1/E7XE/E5X/E3X ELLIPTICAL	KRANKCYCLE® BY MATRIX
*FRAME	7 Years	7 YEARS	5 Years
JID HYBRID GENERATOR	5 Years	5 YEARS	
PARTS	3 Years CAP	3 YEARS CAP	2 Years
LABOR	3 Years CAP	3 YEARS CAP	90 Days
**WEAR ITEMS	90 Days	90 DAYS	90 Days
	S7X1/S7XE/S5X/S3X STEPPER	C7X1/C7XE/C5X CLIMBMILL	H7X1/H7XE/H5X/H3X HYBRID
*FRAME	7 Years	7 YEARS	7 Years
JID HYBRID GENERATOR	5 Years	5 YEARS	5 Years
PARTS	3 Years CAP	3 YEARS CAP	3 Years CAP
LABOR	3 Years CAP	3 YEARS CAP	3 Years CAP
**WEAR ITEMS	90 Days	90 DAYS	90 Days
	U7X1/U7XE/U5X/U3X UPRIGHT	R7X1/R7XE/R5X/R3X RECLUBENT	F1X/F1XE/U1X †
*FRAME	7 Years	7 YEARS	7 Years
JID HYBRID GENERATOR	5 Years	5 YEARS	5 Years
PARTS	3 Years CAP	3 YEARS CAP	3 Years CAP
LABOR	3 Years CAP	3 YEARS CAP	3 Years CAP
**WEAR ITEMS	90 Days	90 DAYS	90 Days
	MATRIX DIGITAL TV	ENTERTAINMENT	ROWER
PARTS	3 Years		2 Years
LABOR	3 Years		
STANDS		1 YEAR	

\*\* Wear items are: Headphone Jack, USB Port, iPod Connector, & Batteries. 90 Days Parts, No Labor.

† Warranty limited to 6 hours of use per day. Full commercial warranty not available on 1-Series cardio.

### S SERIES/E SERIES INDOOR CYCLE WARRANTY

FRAME CONSTRUCTION, BREAKAGE, WELDING, SEAT AND HANDLEBAR SLIDER	10 years
HANDLEBAR AND SADDLE ASSEMBLY, BRAKE SYSTEM (EXCLUDING BRAKE PAD), ADJUSTMENT KNOBS, CRANKS, BELT DRIVE SYSTEM, BOTTOM BRACKET ASSEMBLY, FLYWHEEL HUBS ASSEMBLY, POWDER COATING	3 years
PEDALS, INSERT SLEEVES FOR HANDLE BAR AND SADDLE POST, LEVELING FEET	2 years
SADDLE	1 year

\*\* Pedal straps, brake pads, pedal binding system and water bottle holder not covered under warranty.

### MYRIDE

METAL WAVE STAND	3 years
MONITOR BEZEL, IPOD BASKET, INTERNAL MONITOR CABLE ROUTING, EXTERNAL CABLE CONNECTION TERMINALS	3 years

### WARRANTIES

[Warranty Full Commercial](#)

»

### DOWNLOADS

MINI PC, MONITOR, INTERNAL POWER SUPPLY UNIT	3 years
*** Audio and iPod Extension Cables are considered wear items excluded from warranty.	
IC5, IC7 INDOOR CYCLE WARRANTY	
FRAME	5 Years
POWDER COATING, HANDLEBAR AND SEAT POST ASSEMBLY (ALUMINUM PARTS AND PVC COATING), BELT DRIVE SYSTEM, BOTTOM BRACKET ASSEMBLY, FLYWHEEL AND HUB ASSEMBLY, CRANKS	3 years
PEDALS, BOWDEN CABLES, BRAKE SYSTEM, GAS DAMPERS, FLIP LEVER ASSEMBLIES, INSERT SLEEVES FOR HANDLEBARS AND SEAT POST, LEVELING FEET	2 years
SADDLE CONSTRUCTION (STITCHING AND SADDLE DECK NOT INCLUDED), IC7 ELECTRONICS (CONSOLE, CABLE HARNESS, PCBS AND SENSORS, GENERATOR)	1 year
LABOR	1 year
SHROUD AND TOP COVERS, IC7 LIPO BATTERY	6 Months

\*\*\* The following wear items are excluded from warranty: pedal straps, pedal binding system.

#### STRENGTH WARRANTY

	ULTRA / VERSA, AURA, MAGNUM, VARSITY STRENGTH	GT STRENGTH
*Frame (Not coatings)	10 years	10 years
Weight Stacks	5 years	
Pulleys	5 years	
Pivot Bearings	5 years	
Other items not specified	3 years	
Labor	3 years	
Upholstery/Cables/Springs/Grips	1 year	
Accessories	6 months	
Parts		1 year
Labor (excluding upholstery/cables/grips)		1 year
Upholstery/Cables/Grips/Springs		90 days

\* Frame is defined as the welded metal base of the unit and does not include removable parts

## CAROLINA SPECIALTY FITNESS

285 Columbiana Drive Suite B  
Columbia, SC 29212  
803-407-4114

# Estimate

Date	Estimate #
12/18/2014	4933

Name / Address
CITY OF GOOSE CREEK Sylvia Reid 519A N Goose Creek Blvd Goose Creek, SC 29445

			Project
Description	Qty	Rate	Total
GROUP EXERCISE LIFECYCLE BIKE & CONSOLE	13	1,199.00	15,587.00T
DELIVERY & SETUP CHARGE	1	1,300.00	1,300.00T
		<b>Subtotal</b>	\$16,887.00
		<b>Sales Tax (8.0%)</b>	\$1,350.96
		<b>Total</b>	\$18,237.96

# Quote

618 St. Joseph Ln  
 Park Hills, KY 41011

Rep	Date	Quote #
CH	12/18/2014	4369

Name / Address
City of Goose Creek Sylvia Reid 519 Goose Creek Blvd Goose Creek, SC 29445

Ship To
City of Goose Creek Sylvia Reid 519 Goose Creek Blvd Goose Creek, SC 29445

Item	Description	Qty	List Price	Your Price	Total
Mat - iC2	Matrix iC2 Spin Bike	13		1,099.00	14,287.00
Mat - TOM-C...	Matrix Indoor Cycle Computer	2		139.00	278.00
	Sales Tax			9.25%	1,347.26

## Terms and Conditions

1. Deposit: 50% deposit and approved P.O.# with order
2. Purchase Order: If applicable, a copy of the signed P.O. is required
3. Payment: Balance due on receipt.
4. Delivery and Assembly: Delivery and Assembly are computed to be performed during regular business hours on the requested date. Special requests or date changes may require additional fees.
5. Returns: Items listed on this proposal are special order and returns are subject to a minimum 25% restocking charge plus actual return freight charges. In-bound freight, delivery and installation charges are not reimbursable.
6. Clerical errors are subject to correction.
7. This equipment proposal is valid for thirty (30) days.
8. All balances over 15 days will accrue late payment penalty of 1.5% per month.

## Acceptance of Proposal

These products and prices are satisfactory and hereby accepted. I am authorized to order the above equipment with full understanding of the Terms and Conditions.

Authorized Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

P.O. # \_\_\_\_\_ Requested Delivery Date \_\_\_\_\_  
 (This does not guarantee delivery date.)

**Total**

\$15,912.26

Phone #	Fax #	E-mail	Web Site
615-405-4244	859-491-2696	charles@123wellnessinc.com	www.123wellnessinc.com

WE'RE SERIOUS ABOUT FITNESS!

ESTABLISHED 1996



[Home](#)

[About Us](#)

[Customer Service](#)

[Checkout](#)

CALL TO ORDER! **1-800-875-9145**

SEARCH

CONSULTANT  
ONLINE

Shopping Cart:  
Your cart is empty

[TREADMILLS](#) [EXERCISE BIKES](#) [ELLIPTICAL TRAINERS](#) [HOME GYMS](#) [INVERSION TABLES](#) [WEIGHT BENCHES](#) [PHYSIOSTEP](#)

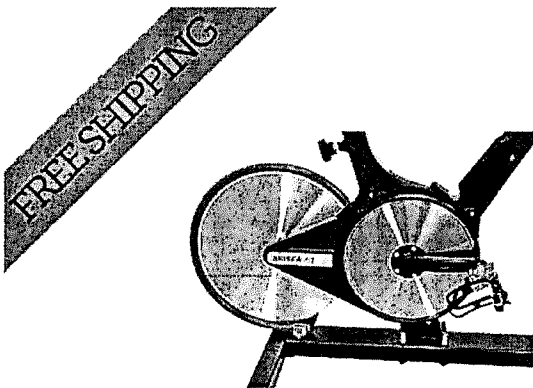
[Cardio Equipment](#) [Strength Equipment](#) [Fitness Accessories](#) [Shop By Brand](#) [Top Sellers](#) [Commercial Fitness](#) [More Categories](#) [More Options](#)

[Home](#) > [Commercial Fitness Equipment](#)

**FREE: Mat & Polar WearLink Chest Strap & Gel Seat Overlay**

**Call Us For Best Price-1-800-875-9145**

**In Stock! Ships Same Day!**



### Keiser M3+ Indoor Cycle with Console

Code: Keiser-M3-plus

Price: **\$1,795.00**

★★★★★ | [3 Customer Reviews](#) | [Write a Review](#)

- ☐ FREE Bike Mat(\$60 Value)
- ☐ FREE Polar Wearlink HR Strap(\$70 Value)
- ☐ FREE Gel Seat Overlay(Limited Stock)
- ☐ Canada Extra Shipping Cost(\$195)
- ☐ In Home Assembly(\$125)

Select Color Below:

- ☐ Silver Color
- ☐ Black Color (New Black Edition)

Quantity: 1

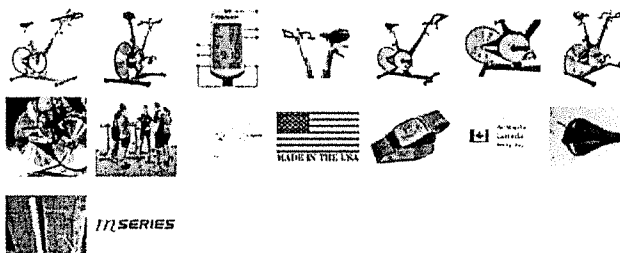
**ADD TO CART**

**No Sales Tax!**

- and -

**Free Shipping!**

Need Expert Advice? Our friendly and knowledgeable staff is ready to help you. Call us now @1-800-875-9145!



[Description](#)

[Video](#)

[Reviews](#)

### Keiser M3+ Indoor Cycle with Console

**We Ship Same Day! FREE Mat, HR Chest Strap & Gel Seat Overlay!**

Keiser M3+ Indoor Cycle - In our newest model, The M3+ Indoor Bike comes equipped with our new Fore and Aft Adjustable Handlebars, Backlit M Series Display, and a factory calibrated resistance system from FitnessZone.com



DENNIS C. HARMON  
City Administrator

**MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** City Administrator

**SUBJECT:** Request to Solicit for 2015

**DATE:** January 7, 2015

Attached are requests from Mayor Heitzler and the following City department managers to organize and solicit sponsorships and donations from the community for charitable purposes during 2015. The events and activities are as follows:

**Mayor Michael J. Heitzler**

- Allow Helping Hands of Goose Creek to have a presence at City events during 2015 for food donations.

**Kelly J. Lovette – City Clerk**

- City of Goose Creek's Annual Blood Drive – This will be the 19<sup>th</sup> year for the City of Goose Creek hosting and co-sponsoring this event, along with the American Red Cross. City employees and residents, throughout our community, come together to donate for this very important life saving event.

**Police Chief Harvey Becker**

- St. Jude Children's Hospital "*Making a Difference for St. Jude*" - 30<sup>th</sup> Annual Bike-a-thon scheduled to be held on April 11, 2015;
- National Child Safety Council (NCSC) for the purpose of purchasing child safety and drug deterrence materials. NCSC is a non-profit organization and the Goose Creek Police Department has worked successfully in cooperation with NCSC for many consecutive years throughout the 1980's and 1990's, to include the past six (6) fiscal years;
- Susan G. Komen Foundation "Race for the Cure" scheduled to occur in October 2015.



**Gary Stuber – Director of Recreation**

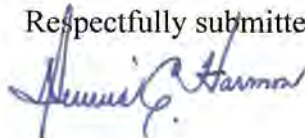
- Youth Athletic Teams;
- Youth Competitive Teams: gymnastics, cheer and dance teams;
- Special Events, to include: I Love My Pet Photo Contest; Shamrock Run – March; Beach & Barbeque Festival; Easter Rock Hunt; Sounds of Summer Concert Series; Fabulous Fourth in the Creek; Fall Festival; Halloween Carnival; Christmas Lakeside Light Displays; Holiday Expo; Starlight Cinema Series; Cultural Arts Activities; Senior Citizens Thanksgiving and Christmas Dinners;

**Jesica Mackey – Public Information Officer**

- Annual Goose Creek Classic Golf Tournament to be held in October 2015. This will be the City's fifth year hosting this economic development event.

City Council's favorable consideration of this request will be greatly appreciated. If you have questions or need additional information please call or stop by City Hall at your convenience.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Dennis C. Harmon".

Dennis C. Harmon  
City Administrator

DCH/kjl





MICHAEL J. HEITZLER, Ed.D.  
Mayor  
MARK A. PHILLIPS  
Mayor Pro-Tem  
DENNIS C. HARMON  
City Administrator

JOHN B. McCANTS  
KIMO ESAREY  
JERRY TEKAC  
FRANKLIN MOORE  
DEBRA GREEN-FLETCHER  
City Council

**MEMORANDUM**

**TO:** Dennis C. Harmon  
City Administrator

**FROM:** Kelly J. Lovette, MMC  
City Clerk

**SUBJECT:** Request to Solicit

**DATE:** January 7, 2015

I am requesting permission to organize the City's annual blood drive(s) during 2015, in cooperation with the American Red Cross. This will be the City's nineteenth (19<sup>th</sup>) year supporting this very important life saving event. I request that our City employees be granted permission again in 2015, to donate blood and solicit individuals to donate their blood in support of our community.

Please let me know if you have any questions or need additional information.

Respectfully submitted,

Kelly J. Lovette, MMC  
City Clerk

/kjl



POLICE DEPARTMENT

HARVEY BECKER  
CHIEF OF POLICE

To: City Administrator

From: Chief of Police

Subj: Request Permission to Solicit for Charitable  
and Civic-Minded Purposes During 2015

Date: December 2, 2014

I request that members of the police department be granted permission again in 2015 to solicit monetary and prize donations in support of the "*Making a Difference for St. Jude*" bike-a-thon fund-raising campaign to benefit St. Jude Children's Research Hospital. This will be the thirtieth (30<sup>th</sup>) annual bike-a-thon sponsored by the police department. It is scheduled for April 11, 2015.

I would like permission to allow a representative of the National Child Safety Council (NCSC) to solicit funds from local businesses by letter (U.S. mail) on behalf of the police department for the purpose of purchasing child safety and drug deterrence materials. NCSC is a non-profit organization. The Goose Creek Police Department has worked successfully in cooperation with NCSC for many consecutive years throughout the 1980s and 1990s and also during the past six (6) fiscal years.

I would like permission to allow police department employees to engage in fundraising activities in support of the Susan G. Komen Foundation "Race for the Cure." If approved, this activity will occur during the month of October.

With the exception of the Susan G. Komen Foundation "Race for the Cure," these activities were requested and approved for 2014. Please advise me if you have any questions or you desire additional information.

Sincerely,

Harvey Becker  
Chief of Police



MICHAEL J. HEITZLER, Ed.D.  
Mayor  
MARK A. PHILLIPS  
Mayor Pro-Tem  
DENNIS C. HARMON  
City Administrator

JOHN B. McCANTS  
KIMO ESAREY  
JERRY TEKAC  
FRANKLIN MOORE  
DEBRA GREEN-FLETCHER  
City Council

## MEMORANDUM

TO: City Administrator

FROM: Public Information Officer

SUBJECT: Request to Solicit

DATE: January 5, 2015

I am requesting permission to solicit funds and prize donations for the City's annual Goose Creek Classic Golf Tournament. This will be the City's fifth year hosting this economic development event. The tournament will be held in October at Crowfield Golf Club.

Please contact me with any questions or concerns.

Respectfully Submitted,

Jessica Mackey  
Public Information Officer





RECREATION DEPARTMENT

Gary M. Stuber  
Recreation Director

January 5, 2015

To: Dennis C. Harmon, City Administrator  
From: Gary M. Stuber, Recreation Director *GMS*

Re: Request to Solicit Sponsorships and Donations for 2015

The Recreation Department requests permission to solicit sponsorships and donations from the community for the following activities and events:

- Youth athletic teams
- Youth competitive teams
  - Gymnastics, cheer and dance teams
- Special Events, to include
  - I Love My Pet Photo Contest
  - Shamrock Run - March
  - Beach & Barbeque Festival
  - Easter Rock Hunt
  - Sounds of Summer Concert Series
  - Fabulous Fourth in the Creek
  - Fall Festival
  - Halloween Carnival
  - Christmas Lakeside light displays
  - Holiday Expo
  - Starlight Cinema Series
  - Cultural Arts Activities
  - Senior Citizens Thanksgiving and Christmas Dinners

# *Mayor's Report*