

APPROVAL OF PREVIOUS MINUTES

City Council Meeting
January 14, 2020
6:30 P.M. (Executive Session)
7:00 P.M. (Regular Meeting)
City Hall

Council Members Present:

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

Council Members Absent:

Councilmember Jerry Tekac

Staff Present:

City Administrator Jake Broom; Assistant City Administrator Daniel Moore; City Clerk Kelly J. Lovette; Police Chief LJ Roscoe; Director of Economic Development Matt Brady; Public Information Officer Frank Johnson; Head Golf Professional Bobby Donnellan

Staff Absent:

Invocation/Pledge of Allegiance:

Councilmember Corey McClary

Press Present:

None

Guests Present:

None

I. Call to Order and Executive Session (6:30 pm):

Mayor Habib called the meeting to order at 6:30 p.m.

SECTION 30-4-70 (A) (2) DISCUSSION OF NEGOTIATIONS INCIDENT TO PROPOSED CONTRACTUAL ARRANGEMENTS AND PROPOSED SALE OF PROPERTY (**Old Fire Station I – 101 Button Hall Avenue**)

SECTION 30-4-70 (A) (5) DISCUSSION OF MATTERS RELATING TO THE PROPOSED LOCATION, EXPANSION, OR THE PROVISION OF SERVICES ENCOURAGING LOCATION OR EXPANSION OF INDUSTRIES OR OTHER BUSINESSES IN THE AREA SERVED BY THE CITY (**Project Lightning Rod**)

A motion was made by Mayor Pro Tem Condon to go into Executive Session. Councilmember Harmon seconded the motion. All in favor, none opposed, motion carried. (6:30 pm)

A motion was made by Mayor Pro Tem Condon to come out of Executive Session. Councilmember Harmon seconded the motion. All in favor, none opposed. Motion carried. (7:28 pm)

Mayor Habib apologized to those who have been sitting and waiting for the meeting to begin. He stated they were trying to do things a little more efficiently by starting executive session prior to the regular City Council Meeting; however, they will have to think about it moving forward.

II. Regular Meeting – Invocation / Pledge of Allegiance:

Mayor Habib called the regular City Council Meeting to order at 7:29 pm. Pastor Shawn Edwards, Journey Church. Mayor Habib asked that everyone keep Councilmember Tekac and his family in their thoughts and prayers as Councilmember Tekac's father passed away that morning and he was heading to Youngs Town, Ohio, to attend to his family.

III. General Public Comments:

Mayor Habib recognized a gentleman who commented on the traffic congestion at S Goose Creek Boulevard (US Highway 52) and St. James Avenue (US Highway 176) and that he recently read in the news paper there is an expected increase in population of 8,000 to 10,000 people moving into the Moncks Corner area in the near future. The gentleman stated he felt City Council should begin putting monies aside for when the improvements and expansion are done to the intersection. Mayor Habib stated the City is working very closely with Berkeley County and he is trying to develop plans to have the intersection redeveloped. He stated if you want to leave this part of Berkeley County it's not easy when you have two (2) major state highways running right through your city. He stated they are continuing to work with other agencies to try to get something done at that intersection, but when you are talking what could be upward to thirty million dollars, that's probably out of the City's capacity to handle such a project.

IV. Approval of Minutes:

a) City Council Meeting – December 10, 2019

Councilmember Harmon made a motion to approve the minutes as presented. Mayor Pro Tem Condon seconded the motion. Councilmember McSwain stated in the minutes under Old Business regarding the sale of property, she would ask that the minutes reflect that she voted "no" on that item identified with TMS 244-05-01-032. Councilmember Harmon and Councilmember Green-Fletcher requested the minutes also reflect that they also voted "no". Hearing no further discussion Mayor Habib called for the vote. All in favor, none opposed. Motion carried.

V. Public Hearings, Presentations & Proclamations:

a) PROCLAMATION – RECOGNITION OF SAMUEL B. JEFFERSON'S 100TH BIRTHDAY

Mayor Habib stated unfortunately Mr. Jefferson could not be present, but his daughter was there to accept the proclamation on behalf of Mr. Jefferson in honor of his 100th birthday and for his contributions to the Goose Creek community.

b) SPECIAL RECOGNITION – HIGH SCHOOL ALL-STARS

Mayor Habib introduced Maddie Mitchum. He stated Maddie was named to the North South All-State Volley Ball Team for 4-5A, 7-5A Region Team and she led the Stratford Knights this year with 208 kills and 30 blocks and he asked everyone to join him in congratulating Maddie for all of her hard work.

c) AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF GOOSE CREEK, SOUTH CAROLINA, TO PROVIDE FOR CHANGES IN THE ZONING DISTRICTS OF THE CITY OF GOOSE CREEK BY CHANGING THE ZONING CLASSIFICATION OF THE PROPERTY LOCATED ON LINDY CREEK ROAD, DESIGNATED AS TMS# 244-05-01-032. FROM CONSERVATION OPEN SPACE (CO) TO MEDIUM DENSITY RESIDENTIAL (R-2) (Public Hearing & First Reading)

Mayor Habib read the title to the proposed Ordinance. There was a brief discussion about traffic concerns by a resident from that area. Mayor Habib stated the property was being rezoned as R-2 and would permit for two (2) houses. Mayor Pro Tem Condon made a motion to rezone the property from Conservation Open Space to R-2. Councilmember McSwain seconded the motion. All in favor, none opposed. Motion carried.

d) AN ORDINANCE PURSUANT TO TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3, OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO ANNEX AN AREA IDENTIFIED AS TMS 243-03-06-007 (112 CHURCH PLACE) INTO THE CITY OF GOOSE CREEK, A SOUTH CAROLINA MUNICIPAL CORPORATION (Public Hearing & First Reading)

Mayor Habib read the title to the proposed Ordinance. Councilmember McSwain made a motion to amend the proposed Ordinance to replace the description in paragraph 5 from 5.61 acres to .27 acres; and to replace the zoning district classification of Conservation Open Space (CO) to Planned Development (PD). Mayor Pro Tem Condon seconded the motion. Mayor Habib stated there was a scrivener's error in the proposed Ordinance;

therefore, Councilmember McSwain's motion included a correction to those errors. Hearing no further discussion Mayor Habib called for the vote. All in favor, none opposed. Motion carried.

VI. New Business:

- a) **AN ORDINANCE AMENDING THE PROVISIONS OF ORDINANCE NO. 18-012.5 DATED MAY 8, 2018; AUTHORIZING THE SALE OF THE PROPERTY LOCATED AT 101 BUTTON HALL AVENUE IN THE CITY OF GOOSE CREEK (TMS NUMBER 243-04-00-008); AND OTHER MATTERS RELATING THERETO (Introduction & First Reading)**

Councilmember Harmon made a motion to table the proposed Ordinance until the next City Council Workshop. It was decided to discuss the proposed Ordinance at the next City Council Meeting. Councilmember Green-Fletcher seconded the motion. All in favor, none opposed. Motion carried.

VII. Old Business:

None.

VIII. Department Report:

Chief LJ Roscoe, Police Department: Chief Roscoe stated it has been one (1) year since she took over as Chief of Police and she was prepared to brief City Council by reviewing 2019 of the Police Department. She stated violent crimes in Goose Creek were down by 14% from 2018 to 2019; bench warrant service is up by 250%; self-generated reports have increased by 49%, which means if officers are not out on a preexisting call, they can go out and be proactive instead of reactive which means they are able to get out and do more work. Chief Roscoe stated in 2019 Community Relations consisted of the Police Department's first annual Hot Pursuit 5K; wrapping one of their vehicles for community relations; they helped Habitat For Humanity to build a house in less than 36 hours; National Night Out turned out 500-800 people; Breast Cancer Awareness in October and officers were allowed to wear pink shoe laces for a \$20.00 fee and they ended up raising \$1,000 and that money went to the Susan G. Komen Foundation; they had their first Trunk or Treat and they found it to be an overwhelming success, she cooked over 500 hot dogs; and in December they did the first annual Shop With a Badge and there was a great turnout. Councilmember McSwain inquired what her department's biggest challenges were that they face. Chief Roscoe stated they still have challenges they face with the State's Police Academy just getting people trained and getting them out on the road. She stated they have made some improvements to try and expedite that process, which has helped considerably, but that would be their biggest challenge within the Police Department. There was a brief discussion on the various topics Chief Roscoe reviewed in her report, Mayor Habib and City Council thanked Chief Roscoe for her report.

IX. City Administrator's Report:

- a) **Crowfield Golf Course – Request to Enter into Golf Cart Lease**

Mr. Broom presented City Council with a request and supporting documentation from Mr. Bobby Donnellan, Head Golf Professional, to enter into a new golf cart lease agreement with EZ-GO, the low bidder, for the annual cost of \$90,000, and is included the FY 2020 Golf Department budget. Councilmember Harmon inquired about the quality amongst the three (3) proposed companies and was it wise to go with the low bidder. Mr. Donnellan stated a golf cart is pretty much the same, just different designs and names, but quality wise they were all the same. Councilmember McClary inquired what the difference was between leasing and buying golf carts. Mr. Broom stated it may save the City money; however, by the time the City rotates them out after four (4) years with 35,000 rounds and growing, per year, they are not in great shape and the City's customers and residents expect decent golf carts and by year five (5), they begin to look pretty rough.

Councilmember Harmon made a motion to approve the request to enter a new golf cart lease with EX-GO, as stated by Mr. Broom. Mayor Pro Tem Condon seconded the motion. All in favor, none opposed. Motion carried.

b) Police Department – Request to Purchase Body Cameras (x58) and Dash (Fleet) Cameras (x58)

Mr. Broom presented City Council with a request and supporting documentation from Chief Roscoe to purchase fifty-eight (58) body and dash cameras from the low bidder, Axon, located in Scottsdale, Arizona, in the total amount of \$202,916.19, and is included in the FY 2020 Police Department budget. Councilmember Harmon inquired about Chief Roscoe's opinion of the equipment and the companies who bid. Chief Roscoe stated Axon is who she prefers and who she used in Metro Atlanta. She stated they are the company who produces the Police Department's electronic weapons (Taser); and that Taser and Axon were the same company, they've been in business since the early 90's under that name and their service after the sale is impeccable, she doesn't know anyone who can beat their pricing; plus they're a cloud based system which allows them to eliminate internal servers and she believes it's a better product.

Mayor Pro Tem Condon made a motion to approve the purchase of body and dash cameras from Axon, as stated by Mr. Broom. Councilmember Green-Fletcher seconded the motion. All in favor, none opposed. Motion carried.

c) Recreation Department – Request to Hire Contractor – New Fencing at Foster Creek Park

Mr. Broom presented City Council with a request and supporting documentation from Mr. TJ Rostin, Director of Recreation, to hire a contractor to build a new fence at Foster Creek Park from the low bidder Maner Fence, located in North Charleston, SC, in the total amount of \$32,284, and is included in the FY 2020 Recreation Department budget. Mayor Pro Tem Condon inquired if the bid request included any netting to go up along Foster Creek Road. Mr. Rostin stated City staff felt the fence should be enough and the two (2) sections that are thirty (30) feet wide and twelve (12) feet high will help because they are right behind the goals.

Councilmember Green-Fletcher made a motion to approve the purchase of new fencing at Foster Creek Park from Maner Fence, as stated by Mr. Broom. Councilmember Harmon seconded the motion. All in favor, none opposed. Motion carried.

X. Mayors Report:

Mayor Habib thanked Mr. Rostin and Ms. Alison Carter from the City's Recreation Department, Police Chief Roscoe and Fire Chief Chapman and all of their departments for their efforts; to include Mr. Chuck Denson and the City's Sanitation Department and for the City's Christmas Parade on December 14th. He stated it was a resounding success and more room will have to be made for the number of people expected to attend in 2020. He thanked everyone for their efforts in bringing the community closer and for making Goose Creek a wonderful place to live.

XI. Adjourn:

Mayor Pro Tem Condon made a motion to adjourn. Councilmember Green-Fletcher seconded the motion. All in favor, none opposed. Meeting adjourned at 8:10 p.m.

Date: February 11, 2020

Kelly J. Lovette, MMC
City Clerk

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

City Council Meeting
January 28, 2020
6:00 P.M.
City Hall

Council Members Present:

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

Council Members Absent:

Councilmember Jerry Tekac

Staff Present:

City Administrator Jake Broom; Assistant City Administrator Daniel Moore; City Clerk Kelly J. Lovette; Director of Economic Development Matt Brady; Finance Director Tyler Howanyk; Public Information Officer Frank Johnson; Battalion Chief Jared Harris

Staff Absent:

City Attorney Lawrence Flynn

Press Present:

None

Guests Present:

None

I. Call to Order:

Mayor Habib called the meeting to order at 6:00 p.m.

II. New Business:

Mayor Habib read the proposed Ordinance before City Council to amend and supplement the City's Budget for the fiscal year ending December 31, 2020.

AN ORDINANCE AMENDING AND SUPPLEMENTING THE CITY'S BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2020; AND OTHER MATTERS RELATED THERETO (Introduction & First Reading)

He stated the proposed Ordinance would allow for expenditures related to the ongoing electric utility and all expenditures covered under the amendment would be made by Century Aluminum, as part of the Agreement; however, because the monies are being spent on the City's behalf and the City is directing its payment, the City must prepare a budget amendment to that end. Mayor Habib inquired if City Council wished to take any action.

Councilmember Tekac made a motion to approve the proposed Ordinance to amend to the FY 2020 budget, as stated by Mayor Habib. Councilmember Green-Fletcher seconded the motion. Mayor Habib requested the City's attorney Lawrence Flynn to brief City Council as to why the proposed Ordinance is required. Mr. Flynn stated under State law and under the Constitution, a local governing body is required to adopt a balanced budget every single year, and when City Council adopted their budget back in November 2019, the results of the referendum for the potential creation of the electric utility system had not been finalized and as a result of that, it was premature to include any budget authorizations for the electric utility in the original budget; and, now that the referendum has been successful, State law requires a balanced budget, and appropriations have to be made through a budgeted authorization so there is a balance of revenues and expenses. Therefore, the purpose of the proposed Ordinance is to simply amend the budget Ordinance City Council has already adopted to specifically authorize and implement the expenditure of funds that will be reimbursed, as Mayor Habib has already noted. And, based on the reimbursement arrangement the City already has with Century Aluminum, but because it is the appropriation of public dollars, even through a third party agency, they wanted to make sure everything was done

above board and the appropriation was valid and is explicitly stated by Ordinance. He stated similar to the City's regular budget process, a Notice of Public Hearing has already been run that past Friday in anticipation of second reading occurring on February 11, 2020, prior to potentially taking action to approve the amended budget Ordinance at a second reading. Mayor Habib stated the amount being appropriated is \$1,400,000. Mr. Flynn thoroughly answered all of City Council's questions. Hearing nothing further, Mayor Habib called for the vote. All in favor, none opposed. Motion carried.

III. Staff Presentations & Updates:

a. Building Code Ordinance Update

Mr. Broom stated the first item is a Building Code Ordinance Update and it will go before City Council for first reading in February. He stated the new International Building Codes the State has authorized the City to adopt includes a few things the City's current Code does not cover; for example, primarily solar energy, and swimming pools and spas that are not in the current Code of Ordinances. He stated the current Code adopts all appendices of the International Code and the City's current Code does not specifically adopt the administrative functions to govern the enforcement of the Code. Mr. Broom also reviewed the City staff proposals for permit fee updates. Mr. Thurman Pellum, Chief Building Official, thoroughly answered any questions by City Council.

b. Briefing on Proposed Legislation – H. 4431 – Business License Bill

Mr. Broom brief City Council with an overview and an update of the Business License Bill, H. 4431, currently under review in the State Legislature. Mr. Broom provided City Council with a quick overview of how business license fees are calculated within the City and almost every other city, so they have an idea of what they are talking about. He stated the first important point is that businesses are based on their profitability of their industry, which is determined by the Internal Revenue Service (IRS) and that is part of the formula used by the City to calculate a rate fee. Mr. Broom continued to thoroughly brief City Council with a breakdown of how a business license fee is calculated and the proposal of H. 4431 to charge different fees of a similar business inside city limits versus outside city limits and it hands over the processing of payments to the Secretary of State's Office which would require an online portal which City staff supports, and it allows businesses to use one website to pay their license fees in all the cities at once. Mr. Broom stated the Secretary of State's Office has no desire to be involved in the collection of business license fees. He continued with his briefing to City Council regarding the current status, as well as some of the ongoing discussions amongst other agencies and organizations throughout the State; there was a brief discussion concerning the proposed House Bill, Mr. Broom thoroughly answered all of City Council's questions.

IV. City Council discussion items:

- a. Cultural Arts Commission Vacancies (Requested by Councilman McClary) –** Councilmember McClary stated there was a recent vacancy on the Cultural Arts' Commission, and he wanted share Ms. Linda Bonesteel's resume with City Council. He stated Ms. Bonesteel recently submitted her resume and it has been provided to each member of City Council.

V. Executive Session (No action will be taken on items discussed in executive session.)

- a. SECTION 30-4-70 (A) (5) DISCUSSION OF MATTERS RELATING TO THE PROPOSED LOCATION, EXPANSION, OR THE PROVISION OF SERVICES ENCOURAGING LOCATION OR EXPANSION OF INDUSTRIES OR OTHER BUSINESSES IN THE AREA SERVED BY THE CITY (Project Lightning Rod)**

- b. SECTION 30-4-70 (A) (2) DISCUSSION OF NEGOTIATIONS INCIDENT TO PROPOSED SALE OR PURCHASE OF PROPERTY – (TMS# 243-04-00-008 – 101 Button Hall Avenue – Old Fire Station I)
- c. SECTION 30-4-70 (A) (2) DISCUSSION OF NEGOTIATIONS INCIDENT TO THE PROPOSED OR PURCHASE OR PROPERTY – (TMS# 243-04-00-032 & 243-04-00-012 – Shannon Park)

Councilmember Tekac made a motion to go into executive session. Mayor Pro Tem Condon seconded the motion. All in favor, none opposed. (6:34 p.m.)

Mayor Pro Tem Condon made a motion to come out of executive session. Councilmember Harmon seconded the motion. All in favor, none opposed. (8:00 p.m.)

VII. Adjourn:

Mayor Pro Tem Condon made a motion to adjourn. Councilmember Harmon seconded the motion. All in favor, none opposed. Meeting adjourned at 8:00 p.m.

Date: February 11, 2020

Kelly J. Lovette, MMC
City Clerk

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

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



Proclamation *Office of the Mayor*

"BLACK HISTORY MONTH" **February 2020**

WHEREAS, Black History Month grew out of the establishment, in 1926, of Negro History Week by Carter G. Woodson and the Association for the Study of African American Life and History; and

WHEREAS, African American History is American History; and

WHEREAS, the national theme for this year's observance is "African Americans and the Vote,"; and

WHEREAS, this year's theme coincides with the 150th anniversary of the 15th Amendment, which gave African American men the right to vote; and

WHEREAS, as a result of determination, hard work, and perseverance, African Americans have made valuable and lasting contributions to the City of Goose Creek, State of South Carolina, Berkeley County and the United States, achieving exceptional success in all aspects of society including business, education, politics, science, and the arts; and

WHEREAS, the City of Goose Creek is proud to honor the history and contributions of African Americans in our city, state and throughout the nation.

THEREFORE, in recognition of African Americans past and present in the City of Goose Creek, I, Gregory Habib, Mayor of the City of Goose Creek, South Carolina, do hereby proclaim February 2020 to be

BLACK HISTORY MONTH

in the City of Goose Creek, I encourage all the citizens of Goose Creek to celebrate this important observance and to continue to work toward the goal of liberty and justice for all.

IN WITNESS WHEREOF, I, Gregory S. Habib, hereunto set my hand and caused the seal of the City of Goose Creek to be affixed this 11th day of February 2020.

Gregory S. Habib
Mayor

Attest: _____
Kelly J. Lovette, MMC
City Clerk

ORDINANCE NO.

AN ORDINANCE

AN ORDINANCE AMENDING AND SUPPLEMENTING THE CITY'S BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2020; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City Council of City of Goose Creek, South Carolina (the "**City Council**"), the governing body of City of Goose Creek, South Carolina (the "**City**"), enacted an Ordinance entitled, "AN ORDINANCE TO RAISE REVENUE AND ADOPT A BUDGET FOR THE CITY OF GOOSE CREEK, SOUTH CAROLINA, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2020 AND ENDING DECEMBER 31, 2020" on November 12, 2019 (the "**Budget Ordinance**").

WHEREAS, pursuant to S.C. Code Ann. Section 5-7-260, the City Council is authorized a "adopt budgets...."

WHEREAS, the City Council is cognizant of certain constitution and statutory limitations wherein (i) money shall be drawn from the treasury of a political subdivision only in pursuance of appropriations made by law, and (ii) the execution and delivery of contracts for a purpose in excess of amounts appropriated by the City Council is not permissible.

WHEREAS, in pursuance of the powers granted to the City and a successful referendum held on December 3, 2019, the City is authorized to create and operate a municipal electric light system (the "**Project**").

WHEREAS, the Project is in the process of being created and implemented by the City.

WHEREAS, subject to the terms of a power purchase agreement to be negotiated between the parties, the City expects to sell power to Century Aluminum of South Carolina, Inc., a Delaware corporation (the "**Company**").

WHEREAS, the City and the Company previously entered into an Inducement and Indemnity Agreement dated May 29, 2019 as well as an Indemnity Agreement dated February 11, 2020 (together, the "**Indemnity Agreement**") wherein the Company agreed to cover certain costs, contribute to the Project and indemnify the City for actions associated with the Project.

WHEREAS, while certain costs of the Project are being paid by the Company as specifically set forth in the Indemnity Agreement, the City has determined to amend its Budget Ordinance under the term of this ordinance (this "**Supplemental Budget Ordinance**") in conformance with laws of the State of South Carolina.

WHEREAS, a public hearing, notice of which was published in The Post and Courier in conformance with S.C. Code Ann. Section 6-1-80 (Law Co-op 1976, Supp. 2004), was held at City Hall, 519 N. Goose Creek Blvd., Goose Creek, South Carolina 29445 on February 11, 2020.

WHEREAS, City Council finds that the expenditures for appropriations hereinafter made are all necessary, are all in the best interest of the citizens of the City, and are all for proper public and corporate purposes of the City.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and the Council members of the City of Goose Creek, South Carolina, in a meeting duly assembled, as follows:

ARTICLE 1. FINDINGS OF FACT.

Each finding or statement of fact set forth in the recitals hereto has been carefully examined and has been found to be in all respects true and correct.

ARTICLE 2. AUTHORIZED ACTIONS.

1. The City has authorized and approved the Indemnity Agreement.

2. As more specifically set forth therein, the Indemnity Agreement collectively authorizes the aggregate sum of \$400,000 to be paid by the Company for all payments, invoices, costs, expenses and other charges reasonably incurred by the City related to the Project (the “Cap”).

3. Outside of the Cap and as specifically set forth in the Indemnity Agreement, the Company shall fully indemnify the City on and contribute toward the costs of litigation and any and all costs, fees, expenses or charges associated with any request, petition, contract, agreement, certification, document or undertaking contemplated under the Annexation Agreement (as such agreement is defined in the Indemnity Agreement), the collective value of which is assumed by the City to equal the sum of \$1,000,000.

4. On the basis of the foregoing, the City Administrator or his appropriate designee, in the name of the City, is authorized to expend and appropriate funds in an amount of \$1,400,000 toward the Project.

ARTICLE 3. OTHER RELATED MATTERS.

The Budget Ordinance and the Fiscal Year 2020 budget of the City shall be amended by this Supplemental Budget Ordinance to reflect the appropriation and expenditure of funds hereunder.

DONE AND ORDAINED IN COUNCIL ASSEMBLED, this 11th day of February, 2020.

CITY OF GOOSE CREEK,
SOUTH CAROLINA

Mayor Gregory S. Habib

(SEAL)

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

Mayor Pro Tem Kevin M. Condon

Councilmember Debra Green-Fletcher

Councilmember Corey McClary

Councilmember Jerry Tekac

Councilmember Gayla McSwain

Councilmember Christopher Harmon

Approved as to form

By: _____
City Attorney

First Reading: January 28, 2020
Public Hearing: February 11, 2020
Second Reading: February 11, 2020

AN ORDINANCE

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF GOOSE CREEK, SOUTH CAROLINA, TO PROVIDE FOR CHANGES TO THE ZONING ORDINANCE BY ADDING A NEW SECTION 151.089 MURALS ON PRIVATE PROPERTY

WHEREAS, the Planning Commission of the City of Goose Creek held a public hearing on January 7, 2020, to receive public comment and to consider adding language to initiate Section 151.089 MURALS ON PRIVATE PROPERTY; and

WHEREAS, pursuant to said public hearing, the Planning Commission has recommended the Zoning Ordinance be amended as follows:

1. Add in its entirety MURALS ON PRIVATE PROPERTY to become Section 151.089

NOW, THEREFORE, BE IT ORDAINED and ordered by the Mayor and City Council of the City of Goose Creek, South Carolina, that the Zoning Ordinance of the City of Goose Creek, South Carolina, is hereby amended as noted above.

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

This ordinance shall become effective immediately upon adoption.

INTRODUCED the 11th day of February 2020.

DONE the 10th day of March 2020.

Mayor Gregory S. Habib

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

Mayor Pro Tem Kevin M. Condon

Councilmember Debra Green-Fletcher

Councilmember Christopher Harmon

Councilmember Corey McClary

Councilmember Jerry Tekac

Councilmember Gayla S.L. McSwain

151.089 Murals on Private Property

(A) *Purpose.* This Chapter is intended to enact a process and procedures for the installation of original art murals on private property and further the public interest by: (i) encouraging artistic expression; (ii) fostering a sense of pride; (iii) preventing vandalism at mural sites through the installation of murals that vandals are reluctant to disturb; and (iv) visually activating dormant walls on commercial enterprises.

(B) *No Commercial Advertising Murals.* The City may consider the installation of murals and, at the same time, wishes to prevent the proliferation of off-site commercial signs. Therefore, the City's mural regulations do not allow commercial advertising.

(C) *Objectives of Mural Ordinance.* Mural regulations also promote public safety and welfare by ensuring the following objectives are achieved:

- (1) The design, construction, installation, repair, and maintenance of such displays will not interfere with traffic safety or otherwise endanger public safety.
- (2) Regulation will provide reasonable protection to the visual environment by controlling the size, height, spacing, and locations of such displays.
- (3) The public will enjoy the aesthetic benefits of being able to view such displays in numbers and sizes that are reasonably and appropriately regulated.
- (4) To impose permit requirements and regulations for murals.
- (5) The design of such murals will relate to one of two subject areas, including (1.) "Creek Life" and what it means to live in Goose Creek; and (2.) Goose Creek's natural beauty and environment.

(D) *Definition.* A "mural" means a painting or artwork temporarily or permanently affixed to an exterior commercial building wall, which can be seen from the public right-of-way, and is distinguished from signage in that it does not advertise a business, commercial endeavor, or product sold or offered on the site or off-site.

(E) *Permit required.*

(1) It is unlawful for any person, firm, or corporation to authorize, erect, construct, maintain, move, alter, change, place, suspend, or attach any mural within the City without first obtaining the necessary permits.

(2) An application for a mural shall be submitted to the City's Planning and Zoning Department to be assessed by City staff for compliance with this Code. The application shall include a written maintenance plan for the long term care of the mural.

(3) Applications for short-term, "event specific" murals may also be approved, with a time duration as established by City staff. All fees, permits, procedures, and requirements as otherwise specified in this Chapter shall apply to short-term event specific murals.

(F) *Procedure.*

(1) The Planning and Zoning Department shall submit the mural application to the Cultural Arts Commission (CAC) who shall review the proposal, solicit public comment, and decide to approve, approve with conditions or deny the application.

(G) *Requirements.*

(1) Upon a change of ownership of the property to which a mural is installed, the new owner may, at the owner's election and without the need for

permission from the City, terminate the covenant and remove the mural, subject to the provisions of this Chapter.

(H) *Regulations.* An approved mural shall comply with all the provisions of this Section:

(1) Any alteration to an approved mural shall require approval in accordance with the procedures listed above. An “alteration” includes any change to a permitted mural, including, but not limited to, any change to the image(s), materials, colors, or size of the permitted mural. “Alteration” does not include naturally occurring changes to the mural caused by exposure to the elements or the passage of time or that result from the maintenance or repair of the mural. Such minor changes may include slight and unintended deviations from the original image, colors, or materials that occur when the permitted mural is repaired due to the passage of time or as a result of vandalism.

(2) No part of a mural shall exceed the height of the structure to which it is tiled, painted, or affixed.

(3) No part of a mural shall extend more than six (6) inches from the plane of the wall upon which it is tiled, painted, or affixed.

(4) Unless otherwise authorized by the Cultural Arts Commission upon making findings of no resulting impacts, no mural may consist of, or contain, electrical or mechanical components, or changing images (moving structural elements, flashing or sequential lights, lighting elements, or other automated methods that result in movement, the appearance of movement, or change of mural image or message, not including static illumination turned off and back on not more than once every 24 hours.

(5) No mural shall be placed on a residentially zoned lot.

(6) No mural shall be arranged and illuminated in a manner that will produce light intensity of greater than three-foot candles above ambient lighting, as measured at the property line of the nearest residentially zoned property.

(7) A mural shall not be installed without the final authorization of the Goose Creek Cultural Arts Commission.

(I) *Violations.*

(1) *Nuisance.* Any mural created and installed without City approval pursuant to this Chapter, or any mural that is not maintained in accordance with the approved maintenance plan, is and shall be deemed “graffiti” and is a public nuisance pursuant to Section [137.01 \(B\)](#), subject to abatement pursuant to Chapter [137.22](#) and the specific penalties and remedies enumerated herein, including without limitation collection by lien or special assessment.

(2) *Administrative Citation.* Any person who creates, allows to be created, causes or otherwise installs any mural without first obtaining City approval pursuant to this Chapter is guilty of a violation and is subject to the issuance of an administrative citation as follows: (a), Prior to the issuance of a citation hereunder, the City shall issue written notice to any person that violates this Ordinance, and, (b), Giving that person thirty (30) days from the issuance of the notice to remove the mural created and installed without City approval. If the illegal mural is removed in compliance with the City notice issued, no citation shall be issued. If the mural is not removed within 30 days, an administrative citation shall be issued with a fine in the amount of five hundred dollars (\$500.00).

In addition to the penalty herein above provided, any condition caused or permitted to exist in violation of any of the provisions of this ordinance, shall be deemed a public nuisance and may be, by the City, abated as provided by law, and each day that the condition continues shall be regarded as a new and separate offense.



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

Department of Planning and Zoning

Mark Brodeur
DIRECTOR

519 N. GOOSE CREEK BOULEVARD
P.O. DRAWER 1768
GOOSE CREEK, SC 29445-1768
TEL (843) 797-6220 EXT. 1118
FAX (843) 863-5208

Memorandum

TO: Honorable Mayor and Members of the City Council
FROM: Mark Brodeur, Planning and Zoning Director
DATE: February 11, 2020
SUBJECT: Public Hearing to consider the merits of a new Citywide Mural Ordinance

Proposal:

Conduct the First Reading of a Public Hearing to consider the merits of an ordinance to permit murals on exterior commercial walls in the City of Goose Creek.

Background:

Murals are a positive element in the cityscape. A growing body of research has positively identified murals with social, cultural, and economic benefits as well as positive mental health. Murals have the added benefit of "Intersectionality", meaning they promote these characteristics simultaneously, in a synergistic way. Some specific ways in which murals are beneficial include:

- Public Art
- Placemaking
- Economic Development.

The purpose of public art is not only to enrich the community and improve our quality of life through its ability to enrich an environment, but also to ignite the imagination, encourage thought and to prompt discussion.

Discussion:

The City Council requested that City staff prepare an ordinance to allow murals in Commercial Areas throughout the City.

The staff of the Planning and Zoning Department met with the Planning Commission and Cultural Arts Commission to refine the elements of the draft ordinance into the version you have before you today.

Most discussions centered around developing desired mural themes that would minimize the creation of distasteful or inappropriate artworks. Planning Commission modified some language recommended by the Cultural Arts Commission. Members of the Cultural Arts Commission were in attendance and were consulted as the Commission deliberated. The Planning Commission supported the Ordinance 6-0.

Recommendation:

Open the First Reading of the Public Hearing, invite public comments and discuss the merits of the proposed ordinance for murals.



THE CITY OF
GOOSE CREEK

BERKELEY CO. EST. 1961 SO. CAROLINA

P L A N N I N G C O M M I S S I O N

January 7, 2020

Mayor Gregory Habib
City Council Members
City of Goose Creek
Marguerite H. Brown Municipal Center
P.O. Drawer 1768
Goose Creek, SC 29445

RE: Zoning Ordinance §151.089 Murals on Private Property

Dear Mayor Habib and City Council Members:

Please be advised that on Tuesday, January 7, 2020 the Planning Commission held a public hearing to discuss adding language to the Zoning Ordinance to regulate Murals on Private Property within the boundaries of the City of Goose Creek.

Please find attached a copy of the proposed amendment to said ordinance for your consideration.

If you have any questions or need additional information, please do not hesitate to contact Mark Brodeur, Planning and Zoning Director at 797-6220, ext. 1118.

Sincerely,

Joshua Johnson
Chairman - Planning Commission

Attachment

OLD BUSINESS

AN ORDINANCE

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF GOOSE CREEK, SOUTH CAROLINA, TO PROVIDE FOR CHANGES IN THE ZONING DISTRICTS OF THE CITY OF GOOSE CREEK BY CHANGING THE ZONING CLASSIFICATION OF THE PROPERTY LOCATED ON LINDY CREEK ROAD, DESIGNATED AS TMS# 244-05-01-032, FROM CONSERVATION OPEN SPACE (CO) TO MEDIUM DENSITY RESIDENTIAL (R-2)

WHEREAS, the Planning Commission of the City of Goose Creek held a public hearing on January 7, 2020, to receive public comment and to consider A CHANGE IN ZONING CLASSIFICATION FROM Conservation Open Space (CO) to Medium Density Residential (R-2) for the property designated as TMS# 244-05-01-032, Lindy Creek Road.

WHEREAS, pursuant to said public hearing, the Planning Commission has recommended that the zoning classification of the property aforesaid be changed to the Medium Density Residential (R-2) Zoning District.

NOW, THEREFORE, BE IT ORDAINED and ordered by the Mayor and City Council of the City of Goose Creek, South Carolina, that the Zoning Map of the City of Goose Creek, South Carolina, is hereby amended by changing the Zoning District classification of the property located on Lindy Creek Road, designated as Tax Map number 244-05-01-032, and incorporated into the City of Goose Creek on the 10th day of December, 2019, Ordinance number 19-017, from Conservation Open Space (CO) to Medium Density Residential (R-2).

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

This ordinance shall become effective immediately upon adoption.

INTRODUCED the 14th day of January 2020.

DONE the day of February 2020.

Mayor Gregory S. Habib

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

Mayor Pro Tem Kevin M. Condon

Councilmember Debra Green-Fletcher

Councilmember Corey McClary

Councilmember Jerry Tekac

Councilmember Gayla McSwain

Councilmember Christopher Harmon



STAFF REPORT FOR THE CITY OF GOOSE CREEK PLANNING COMMISSION

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

Agenda Item			
Applicant:		City of Goose Creek	
Location/Address:		Off Lindy Creek Rd.	
Request:		Rezone from Conservation Open Space (CO) to Medium Density Residential (R2)	
Subject Parcel			
Property Owner:		City of Goose Creek	
Tax Map Number:		TMS#2440501032	
Approximate Acreage:		.46	
Plat Book & Page:		A677 – 84	
Comprehensive Plan Future Land Use Map Designation:		Low Density Residential (R1)	
Property Zoning to the		Property Uses to the	
North:	R2 Medium Density Residential/City	North:	Undeveloped
South:	R2 Berkeley County	South:	County Residential
East:	R2 Berkeley County	East:	County Residential
West:	GC Berkeley County	West:	County Commercial
Anticipated Rezoning Meeting Schedule			
Body	Meeting Date	Action	
Planning Commission	January 7, 2020	Public Hearing-Rezone Request	
City Council Meeting	January 14, 2020	First Reading (TBD)	
City Council Meeting	February 11, 2020	Final Reading (TBD)	
<i>City Council Meeting subject to change. Please check the website for up-to-date information.</i>			



Zoning Map showing TMS 244-05-01-032. Located off of Lindy Creek Rd.

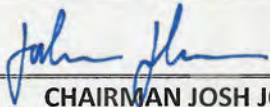


COMPREHENSIVE LAND USE MAP LEGEND

- | | | |
|----------------------------------|-------------------------|----------------------------------|
| Future Land Use Districts | Corridors | Goose Creek Planning Area |
| Commercial District | Commercial | Interstate |
| Conservation/Recreation | Limited Access | US Highway |
| Developed | Community Oriented | SC Highway |
| Downtown Mixed Use | Development Constraints | Local road |
| Employment | | Lakes & Rivers |
| Institutional | | |
| Low Density Residential | | |
| Moderate Density Residential | | |
| Neighborhood Mixed Use | | |
- 0 0.5 1 2 3 4 Miles



Anticipated Meeting Schedule		
Body	Meeting Date	Action
Planning Commission	JAN. 7, 2020	APPROVED
City Council Meeting	JAN. 14, 2020	TBD
City Council Meeting	FEB. 11, 2020	TBD
	Click or tap here to enter text.	
<i>City Council Meetings subject to change. Please check the website for up-to-date information.</i>		

Planning Commission Voted to <u>6</u> to <u>0</u> to <u>APPROVE</u> the request.
Planning Commission Comments:
There was no opposition to this request.
Planning Commission Chair Signature:  Date: JANUARY 7, 2020
CHAIRMAN JOSH JOHNSON

ORDINANCE NO.

AN ORDINANCE

AN ORDINANCE PURSUANT TO TITLE 5, CHAPTER 3, SECTION 5-3-150, SUBSECTION 3, OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO ANNEX AN AREA IDENTIFIED AS TMS 243-03-06-007 (112 CHURCH PLACE, GOOSE CREEK) 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 #243-03-06-007 (112 Church Place, Goose Creek)

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

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

WHEREAS, the property is a closed parcel of land in Berkeley County, South Carolina, consisting of 0.27 acres, more or less, for the purpose of annexation into the City of Goose Creek. The area is more fully shown on a plat entitled "Annexation Request Property Identified as TMS #243-03-06-007" 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 from R-2 to Planned Development be applied thereto immediately upon adoption.

INTRODUCED the 14th day of January, 2020.

DONE the ____ day of February, 2020.

Mayor Gregory S. Habib

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

Mayor Pro Tem Kevin M. Condon

Councilmember Debra Green-Fletcher

Councilmember Corey McClary

Councilmember Jerry Tekac

Councilmember Gayla McSwain

Councilmember Christopher Harmon



CITY OF GOOSE CREEK ANNEXATION APPLICATION



Date: 12/12/2019

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

TMS#: 243-03-06-007

ADDRESS: 112 Church Place, Goose Creek, SC 29445

PROPERTY OWNER(S): Luis Ramos-Aleman & Victoria Ramos

CURRENT COUNTY ZONING DISTRICT: Berkeley (County) REQUESTED CITY ZONING DISTRICT: Goose Creek

TOTAL ACREAGE TO BE ANNEXED: 0.27

IS THIS PROPERTY VACANT? (CIRCLE ONE) YES NO

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

ANNEXATION REQUIREMENTS

1. A letter of intent.
2. A summary of future plans for the property.
3. A copy of the property's deed.
4. Signature authority documentation, if the applicant is not the property owner.
5. An original copy of the Annexation Application.

Contact Information*

Name (Printed): Victoria Ramos Telephone: 9084423339

Address: 112 Church Place, Goose Creek, SC 29445

Signature of Owner/Applicant* Victoria Ramos

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

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

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



CITY OF GOOSE CREEK
ANNEXATION REQUEST PROPERTY
TMS #243-03-06-007
.27 ACRE



NEW BUSINESS

AN ORDINANCE

AN ORDINANCE AMENDING THE PROVISIONS OF ORDINANCE NO. 18-012.5 DATED MAY 8, 2018; AUTHORIZING THE SALE OF THE PROPERTY LOCATED AT 101 BUTTON HALL AVENUE IN THE CITY OF GOOSE CREEK (TMS NUMBER 243-04-00-008); AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED by the Mayor and City Council of the City of Goose Creek, South Carolina in council assembled that:

Section 1. Findings of Fact

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

(A) The City is a municipal corporation of the State of South Carolina (the "*State*") located in Berkeley County, South Carolina, and as such possesses all general powers granted by the Constitution and statutes of the State of South Carolina to such public entities.

(B) 101 Button Hall Avenue, LLC, a South Carolina limited liability company ("*Button Hall*"), acting through Cityvolve, LLC, as the managing member of Button Hall (collectively, the "*Developer*"), has expressed an interest in redeveloping certain properties in the City.

(C) Under the laws of the State, the City is authorized to sell, alien, convey, lease or otherwise dispose of real property.

(D) As authorized by Ordinance No. 18-012.5 of the City Council dated May 8, 2018 ("*Ordinance 18-012.5*") and pursuant to the terms of Purchase and Sale Agreement between the City and Developer dated May 23, 2018, as amended by that certain First Amendment dated August 28, 2018, Second Amendment dated February 13, 2019 and Third Amendment dated March 22, 2019 (collectively, the "*Purchase Agreement*"), the City Council previously authorized the sale of the Olde Fire Station I - Headquarters Site located at 101 Button Hall Avenue, Goose Creek, South Carolina (TMS No. 243-04-00-008) and more clearly depicted on the map attached as Exhibit A hereto (the "*Property*") to the Developer.

(E) The Property is currently vacant and has fallen into a state of disrepair. Absent the investment by the Developer through the implementation of the Project, the Property is unlikely to be developed.

(F) Upon information and belief, the Developer has identified certain options for the redevelopment of Property into a multi-use commercial space, potentially including a brewery (the "*Project*").

(G) The City believes that the Project, if successful, will serve as a catalyst for further growth and development in the City as well as increased tourism, quality of life enhancement and community vitality. As such, the City seeks to offer incentives to the Developer to develop the Project.

(H) The terms of the Purchase Agreement provide for the Developer to purchase the Property for the sum of \$275,000 (the "*Original Purchase Price*"), a cost that was initially determined to equal the fair market value of the Property.

(I) The Developer has performed its due diligence for the Property and made a determination that certain remediation is required; in the absence of such remediation the Developer is unlikely to purchase the Property and undertake the Project.

(J) The City is desirous of the Project and has determined to apply a portion of the Original Purchase Price in an amount not exceeding \$75,000 toward tenant-related

improvements at the Project (the “*Improvement Credit*”) as further described herein.

(K) The application of the Improvement Credit results in the City receiving an amount less than the fair market value for the Property.

(L) In undertaking a decision to sell any municipal real property asset below market value, the City is cognizant that its authority to dispose of real property is limited by a fiduciary duty to act in the best interest of the public.¹ The City has a fiduciary duty to receive consideration of “reasonably equivalent value” in exchange for its sale or conveyance of real property.² In determining what constitutes “reasonably equivalent value,” a municipality is not limited to considering the monetary value received for the property but may also “consider indirect benefits resulting to the public in determining what is a fair and reasonable return for disposition of its properties....”³

(M) The City is mindful of and has considered the requirements of *Nichols v. South Carolina Research Authority*, 290 S.C. 415, 351 S.E.2d 155 (1986) and *WDW Properties v. City of Sumter*, 342 S.C. 6, 535 S.E.2d 631 (2000) (the “*Byrd Test*”), wherein public purpose of the proposed incentives is determined by the following four-part test: (1) what is the ultimate goal or benefit to the public intended by the project; (2) are public parties or private parties the primary beneficiaries; (3) is the benefit to the public speculative; and (4) what is the probability that public interest shall be served and to what degree.

(N) The City Council is enacting this Ordinance in order to:

- (1) evidence the City’s approval of the Project;
- (2) authorize and ratify the sale of the Property to the Developer;
- (3) amend the provisions of Ordinance 18-012.5; and
- (4) authorize all necessary amendments, modification and changes to the Purchase Agreement as necessary to implement the approvals recited herein.

Section 2. Ratification of the Byrd Test; Recital of Indirect Benefits

(A) The City reaffirms the criteria set forth by the South Carolina Supreme Court when it established the Byrd Test. The City, in negotiating the Purchase Agreement with the Developer as an incentive for the future development of the Project, complies with the objective provisions of the Byrd Test as described in Section 2(B).

(B) With regard to the Byrd Test recited above, the City believes that:

- (1) the development of the Project is integral to the growth of the City and the Project shall serve as a catalyst for future development in the area;
- (2) although some benefits inure to the Developer through the implementation of the Improvement Credit, the City is the primary beneficiary because the Project shall provide a direct economic impact to the City through increased tax levies, growth in property valuations, and the creation of jobs, and shall provide indirect economic impacts by attracting businesses, investment and patronage into the area and enhancing quality of life and enjoyment for City residents by developing blighted or vacant areas in the community, increasing property tax revenues within the areas surrounding the Project and increased demand in property and property values in the vicinity of the Project;
- (3) while the development of the Project is speculative as the Developer is still performing its diligence and determining whether to make final investment, the changing of the Property from public to private use will, at a minimum, generate new tax revenue, thusly providing value to the public at-large; further, the release of the Improvement Credit is subject to the conditions recited hereinbelow – a result

¹ *Haesloop v. City Council of Charleston*, 115 S.E. 596, 600 (S.C. 1923).

² *Id.*

³ Quoting *McKinney v. City of Greenville*, 203 S.E.2d 680, 688 (S.C. 1974).

that potentially protects the City from the risk that the tenant-improvements for the Project will not be completed to its satisfaction; and

(4) the public interest shall be greatly served, as the Project is expected to generate investment within the City, create jobs and satisfy a community demand for more commercial investment. The direct investment of capital and the potential creation of jobs are beneficial to the success of the City and its general welfare.

Section 3. Amendment of Ordinance 18-012.5; Revised Purchase Price

(A) The provisions of Ordinance 18-012.5 authorizes the sale of the Property for the Original Purchase Price; such provisions shall be amended and modified in their entirety by the terms of this Ordinance.

(B) In the discretion of the City Administrator, acting in the best interest of the City and in pursuit of the economic development initiatives for the Project recited herein and as necessary to allay the costs of remediation efforts associated with the Property, the Property shall be subject to sale for an amount not less than \$275,000, less amounts to be applied as the Improvement Credit.

Section 4. Amendment to the Purchase Agreement

A. The City Council authorizes the City Administrator to negotiate all necessary amendments to the Purchase Agreement (the "*Amendments*"), including (but not limited to) a determination as to the final purchase price consistent with the provisions of Section 3 above, any extension as to the Closing Date (as needed and as such term is defined in the Purchase Agreement) for the Property, any closing conditions or other conditions related to the Improvement Credit (as more particularly described in Section 5 below), and determination of appropriateness of the Buyer's Tenant Notice requirement under the terms of the original Purchase Agreement.

B. Any Amendments shall be executed and delivered on behalf of the City by the City Administration. Upon each and every Amendment, the City Council shall be timely informed of the execution of each such Amendment.

Section 5. Escrow and Release of Improvement Credit

Upon the closing of the Property (the "*Closing*"), the City Administrator, in its sole discretion and acting on behalf of City Council, shall make arrangements with the closing attorney or other duly authorized escrow agent (the "*Escrow Agent*") to withhold a portion of the Original Purchase Price equal to the sum of \$75,000 – such amount constituting the Improvement Credit. At closing, the Improvement Credit shall be placed in a non-interest-bearing account and disbursed by the Escrow Agent to the Developer upon delivery by the City of an executed requisition request, the form of which is attached hereto as Exhibit B (the "*Requisition*"). The City Administrator, acting on behalf of the City Council and in conformance with the provisions of this Ordinance, shall be authorized to execute and deliver the Requisition to the Escrow Agent upon a determination by the City Administrator, in his sole discretion, that the tenant-improvements have been satisfactorily completed. In the event that the tenant-improvements are not satisfactorily completed within twelve months from the Closing, the City Administrator shall direct the Escrow Agent that the balance of the Improvement Credit be returned to the City.

Section 6. Other Documents; Ratification of Prior Actions

In connection with the sale of the Property, the City Administrator is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable for the sale of the Property and the development of the Project. Any actions previously undertaken by the City Administrator, City Council or City staff in connection therewith prior to the enactment of this Ordinance are ratified and confirmed. Notwithstanding the changes authorized by Section 3 herein, the City Council hereby ratifies, approves and affirms the provisions of the Purchase Agreement.

Section 7. Severability

If any one or more of the provisions of this Ordinance should be contrary to law, then such provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of the other provisions of this Ordinance. To the extent there exists any inconsistency between the provisions of Ordinance 18-12.5 and this Ordinance, the provisions of this Ordinance shall control.

Section 8. Repealer

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

Section 9. Inconsistency

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

Section 10. Effect

This Ordinance shall be enacted upon second reading by the City Council.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DONE AND ORDAINED IN COUNCIL ASSEMBLED, this ____ day of _____, 2020.

Mayor Gregory S. Habib

(SEAL)

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

Mayor Pro Tem Kevin M. Condon
Fletcher

Councilmember Debra Green-

Councilmember Corey McClary

Councilmember Jerry Tekac

Councilmember Gayla McSwain

Councilmember Christopher Harmon

Approved as to form

By: _____
City Attorney

First Reading: _____, 2020
Second Reading: _____, 2020

Exhibit A

Map of The Property



BUTTON HALL AVE - CITY FORM

The county of Berkeley and its GIS Department disclaims accountability for this product and makes no warranty express or implied concerning the accuracy thereof. Responsibility for interpretation and application of this product lies with the user.

Friday, May 4, 2016



Exhibit B

Form of Requisition

[ESCROW AGENT
ADDRESS]

Re: Direction to Disbursement Improvement Credit

To the Addressee:

You are hereby directed to disburse from your escrow account the funds constituting the "Improvement Credit" as such term is used and defined in an ordinance of the City Council of the City of Goose Creek entitled, "AN ORDINANCE AMENDING THE PROVISIONS OF ORDINANCE NO. 18-012.5 DATED MAY 8, 2018; AUTHORIZING THE SALE OF THE PROPERTY LOCATED AT 101 BUTTON HALL AVENUE IN THE CITY OF GOOSE CREEK (TMS NUMBER 243-04-00-008); AND OTHER MATTERS RELATING THERETO" dated _____, 2020 (the "Ordinance"). Terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinance.

The distribution of the Improvement Credit shall be as set forth below:

1. This requisition should be paid from the escrow account established upon the closing of the property located at 101 Button Hall Avenue, Goose Creek, South Carolina (TMS No. 243-04-00-008).

2. The name and address of the person, firm or District to whom the disbursement is due is as follows:

[NAME]
Attn: _____
[ADDRESS]

3. The amount to be disbursed is \$75,000; such amount shall be disbursed in accordance with the following instructions:

[INSERT WIRE INSTRUCTIONS]

4. In connection herewith, the undersigned, as the duly authorized representative of the City, hereby certifies that all conditions required by the Ordinance for the release of the Improvement Credit from escrow have been met to the full satisfaction of the City. The Escrow Agent is authorized to release the Improvement Credit from escrow and distribute such funds in accordance with the instructions set forth above.

Dated this _____ day of _____, 20__.

By:

City Administrator

ORDINANCE NO.

AN ORDINANCE

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF GOOSE CREEK, SOUTH CAROLINA, BY REPEALING IN ITS ENTIRETY THE CURRENT CHAPTER 150 BUILDINGS; CONSTRUCTION AND RELATED ACTIVITIES OF TITLE XV: LAND USE AND ADOPTING IN LIEU THEREOF A NEW CHAPTER 150 BUILDINGS; CONSTRUCTION AND RELATED ACTIVITIES OF TITLE XV: LAND USE, WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS IS FULLY SET OUT HEREIN

WHEREAS, the South Carolina Building Codes Council adopted the International Code series for mandatory use by jurisdictions engaged in the regulation of building construction and inspection; and

WHEREAS, the City of Goose Creek must comply with State law in adopting those standard codes as mandated by the South Carolina Building Codes Council; and

WHEREAS, the City of Goose Creek must use only the codes and modifications approved by the South Carolina Building Codes Council. Local modifications to the mandatory codes are not valid unless approved by the South Carolina Building Codes Council and the local governing body prior to implementation; and

WHEREAS, the City of Goose Creek can adopt and amend Chapter One, the administrative chapter of, as the administrative chapter within each code is not adopted in State Law or by the South Carolina Building Codes Council; and

WHEREAS, that if any section, subsection, sentence, clause or phrase of this legislation is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City of Goose Creek hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional; and

WHEREAS, the Mayor and City Council of the City of Goose Creek, South Carolina, find it necessary to amend the Code of Ordinances of Goose Creek, South Carolina, by repealing and amending in its entirety the current section of "Buildings; Construction and Related Activities" of Chapter 150, Title XV: Land Use; and

WHEREAS, that this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect immediately from and after the date of its final passage and adoption; and

WHEREAS, hence forth any and all future editions of the International Codes adopted by the International Codes Council and the South Carolina Building Codes Council, with South Carolina modifications, will be hereby automatically adopted and enforced by the City of Goose Creek.

NOW, THEREFORE, IT IS HEREBY ORDAINED and ordered by the Mayor and City Council of the City of Goose Creek, in Council properly assembled, that the following codes as authorized and mandated by the South Carolina Building Codes Council and that certain documents are on file in the Office of the Building Code Official for the City of Goose Creek being marked as designated as the International Building Code, are hereby adopted as noted.

Mayor Gregory S. Habib

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

Mayor Pro Tem Kevin M. Condon

Councilmember Debra Green-Fletcher

Councilmember Christopher Harmon

Councilmember Corey McClary

Councilmember Jerry Tekac

Councilmember Gayla S.L. McSwain

CHAPTER 150: BUILDINGS; CONSTRUCTION AND RELATED ACTIVITIES

Section

General Provisions

- 150.01 Purpose
- 150.02 Short Title
- 150.03 Conflict with Other Laws and Ordinances
- 150.04 Enforcement of Article and Provisions
- 150.05 Administration Official
- 150.06 Fire District
- 150.07 Fee Schedule for Permits

Specific Codes

- 150.20 Adoption of Building Codes
- 150.25 Building Board of Adjustments and Appeals
- 150.26 Code Compliance Inspections

- 150.99 Penalties

GENERAL PROVISIONS

§ 150.01 PURPOSE.

In pursuance of authority conferred by the South Carolina Code 1976 §6-9-10 et seq. and to facilitate proper inspection activities by the City relating to construction and maintenance of buildings within the corporate limits and to promote public safety, health and general welfare, the Mayor and Councilmembers do hereby ordain and enact into law this article.

§ 150.02 SHORT TITLE.

This article shall be known and cited as the “Building Code of Ordinance of the City of Goose Creek”.

§ 150.03 CONFLICT WITH OTHER LAWS AND ORDINANCES.

Whenever there is, or appears to be, a conflict between any rules, regulations and standards of this article and other ordinances of the City, any ambiguity shall be construed in favor of the laws of the State or the ordinances of the City.

§ 150.04 ENFORCEMENT OF ARTICLE PROVISIONS.

Any person violating any provision of this article is subject to punishment as provided in §10.99 of this Code.

§ 150.05 ADMINISTRATION OFFICIAL.

The Building Official is hereby appointed to administer and enforce the codes adopted in this article.

§ 150.06 FIRE DISTRICT.

The area within the corporate limits of the City shall constitute the Fire District of the City.

§ 150.07 FEE SCHEDULE FOR PERMITS.

Building valuation data used in the permitting processes. Fees for respective permits, inspection services, and fees associated with the development process shall be governed by the City and may be amended and updated from time to time and will be on file with the City Clerk and Finance Director.

SPECIFIC CODES

§ 150.20 ADOPTION OF BUILDING CODES.

The following codes are hereby amended and adopted by reference as though they were incorporated fully in this section. The application of these codes shall be the most current issue of adoption by the South Carolina Building Code Council and have an enforcement date the same as specified by the State and as provided under South Carolina Code 1976 §6-9-60 and including applicable amendments, appendices, and/or revisions thereto.

- (A) International Building Code, with South Carolina Modifications; including Chapter One, Administration and Appendix H, Signs. The following are modifications to Chapter One:
- (1) Paragraph [A] 101.4.4 Property Maintenance. The provisions of the City of Goose Creek Health and Sanitation Code § 93; Property Maintenance Code § 95; and City of Goose Creek Zoning Ordinance §151 shall apply to existing structures, premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibility of owners, operators and occupants; and occupancy of existing premises and structures.
 - (2) Paragraph [A] 102.6.2 Buildings Previously Occupied. The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change except as otherwise specifically provided by this code, the South Carolina Fire Code or City of Goose Creek Zoning Ordinance §151 as deemed necessary by the building official for the general safety and welfare of the occupants and the public.
 - (3) Section [A] 103 Building Inspection Division
 - a. Paragraph [A] 103.1 Creation of Enforcement Agency. The Building Inspection Division is hereby created and the official in charge thereof shall be known as the building official.
 - b. Paragraph [A] 103.2 Appointment. The building official shall be appointed by the City Administrator or designee.
 - c. Paragraph [A] 103.3 Deputies. In accordance with the prescribed procedures of the City and the with concurrence of the City Administrator or designee, the building official shall have the authority to appoint a deputy building official and inspectors. Such employees shall have powers as delegated by the building official.
 - (4) Paragraph [A] 105.2 (9) Work Exempt from Permit – Prefabricated swimming pools accessory to an R-3 dwelling unit, portable in construction, are not more than 48 inches in depth, are not more than 3500 gallons, and are completely above ground with no permanent attachments to water or electrical services. Prefabricated portable and above ground swimming pools are not allowed accessory to R-2 dwellings.
 - (5) Paragraph [A] 105.3.2 Time Limit of Application. The application for a permit for any proposed work shall be deemed to have been abandoned 90 days after the date of filing, except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 30 days each. The extension shall be requested in writing and justifiable caused demonstrated.
 - (6) Paragraph [A] 105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is completed within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. A permit extension fee shall be assessed on any permit granted an extension. The permit extension fee will be the lessor of the original cost of the permit or \$100 dollars.
 - (7) Paragraph [A] 109.6 Refunds. The Finance Director is authorized to establish a refund policy.
 - (8) Section [A] 113 Board of Appeals – Replaced with Building Board of Adjustments and Appeals, see City of Goose Creek Code § 150.25.
- (B) International Residential Code, with South Carolina Modifications; including Chapter One, Administration and Appendix H, Patio Covers, Appendix J, Existing Buildings and Structures, Appendix Q, Tiny Houses. The following are modifications to Chapter One:
- (1) Paragraph [R] 101.2.7 Existing Structures. The legal occupancy of any structure existing on the date of the adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the City of Goose Creek Health and Sanitation Code § 93; Property Maintenance Code § 95; City of Goose Creek Zoning Ordinance §151, or the South Carolina Fire Code, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.
 - (2) Section [R] 103 Building Inspection Division
 - (a) Paragraph 103.1 Creation of Enforcement Agency. The Building Inspection Division is hereby created and the official in charge thereof shall be known as the building official.

- (b) Paragraph 103.2 Appointment. The building official shall be appointed by the City Administrator or designee.
- (c) Paragraph 103.3 Deputies. In accordance with the prescribed procedures of the City and the with concurrence of the City Administrator or designee, the building official shall have the authority to appoint a deputy building official and inspectors. Such employees shall have powers as delegated by the building official.
- (3) Paragraph [R] 105.2 (7) Work Exempt from Permit – Prefabricated swimming pools accessory to an R-3 dwelling unit, portable in construction, are not more than 48 inches in depth, are not more than 3500 gallons, and are completely above ground with no permanent attachments to water or electrical services. Prefabricated portable and above ground swimming pools are not allowed accessory to R-2 dwellings.
- (4) Paragraph [R] 105.3.2 Time Limit of Application. The application for a permit for any proposed work shall be deemed to have been abandoned 90 days after the date of filing; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 30 days each. The extension shall be requested in writing and justifiable caused demonstrated.
- (5) Paragraph [R] 105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is completed within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. A permit extension fee shall be assessed on any permit granted an extension. The permit extension fee will be the lessor of the original cost of the permit or \$100 dollars
- (6) Paragraph [R] 108.5 Refunds. The Finance Director is authorized to establish a refund policy.
- (7) Section [R] 112 Board of Appeals – Replaced with Building Board of Adjustments and Appeals, see City of Goose Creek Code § 150.25.
- (C) International Plumbing Code, with South Carolina Modifications. Administration shall be by Chapter One of the International Building Code as adopted by the City of Goose Creek.
- (D) International Mechanical Code, with South Carolina Modifications. Administration shall be by Chapter One of the International Building Code as adopted by the City of Goose Creek.
- (E) International Fuel Gas Code, with South Carolina Modifications. Administration shall be by Chapter One of the International Building Code as adopted by the City of Goose Creek.
- (F) National Electric Code, as published by the National Fire Protection Association, Section 70, with South Carolina Modifications.
- (G) International Fire Code, with South Carolina Modifications. Administration shall be by Chapter One of the International Building Code as adopted by the City of Goose Creek.
- (H) International Existing Building Code, with South Carolina Modifications. Administration shall be by Chapter One of the International Building Code as adopted by the City of Goose Creek.
- (I) South Carolina Energy Standard, 2009 International Energy Conservation Code with South Carolina Modifications and ASHRAE Standard 90.1-2007. Administration shall be by Chapter One of the International Building Code as adopted by the City of Goose Creek.
- (J) International Solar Energy Provisions, with South Carolina Modifications. Administration shall be by Chapter One of the International Building Code as adopted by the City of Goose Creek.
- (K) International Swimming Pool and Spa Code, with South Carolina Modifications. Administration shall be by Chapter One of the International Building Code as adopted by the City of Goose Creek.

§ 150.25 BUILDING BOARD OF ADJUSTMENTS AND APPEALS

- (1) There is hereby created a board to be called the Building Board of Adjustments and Appeals, which will consist of five (5) members, who shall be citizens of the city and shall be appointed by the City Council, for overlapping terms of three years. The Board shall be composed of one engineer, one general contractor and three members at-large from the building industry. Initial

appointment shall be as follows: one member for a term of three years, two members for a term of two years and two members for a term of one year. Any vacancy in the membership shall be filled for the unexpired term in the same manner as the initial appointment. Members shall serve without pay but may be reimbursed for any expenses incurred while representing the Board.

- (2) The Board of Adjustments and Appeals shall elect a Chairperson and a Vice-Chairperson from its members who shall serve for one year or until re-elected or until their successors are elected. The Board shall appoint a Secretary who may be a city officer, an employee of the city or a member of the Building Board of Adjustments and Appeals. The Board shall adopt rules and bylaws in accordance with the provisions of the Code of Ordinances. Meetings of the Board shall be held at the call of the Chairperson and at other times as the Board may determine. All meetings of the Board shall be open to the public.
- (3) The Building Board of Adjustments and Appeals shall have the following powers and duties:
 - (a) To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by the Building Official in the enforcement of this chapter.
 - (b) To authorize upon appeal in specific cases, a variance from the terms of this chapter as will not be contrary to the public interest, where, owing to specific conditions, a literal enforcement of the provisions of this chapter will, in an individual case, result in unnecessary hardship, so that the spirit of this chapter shall be observed, public safety and welfare secured and substantial justice done. The variance may be granted in the individual cases of unnecessary hardship upon finding by the Building Board of Adjustments and Appeals.
 - (c) The Building Board of Adjustments and Appeals shall, in every case, reach a decision without unreasonable or unnecessary delay.
 - (d) If a decision of the Building Board of Adjustments and Appeals reverses or modifies a refusal, order, or disallowance of the Building Official, or varies the application of any provision of this chapter, the Building Official shall immediately take action in accordance with the decision.
- (4) Appeals to the Board may be taken by any person aggrieved or by any officer, department, board or employee of the city.
 - (a) The appeals shall be taken by filing with the Building Board of Adjustments and Appeals, notice of appeal specifying the grounds thereof. The Building Official shall transmit to the Board the record upon which the action appealed from was taken.
 - (b) An appeal stays all legal proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the Board after the notice of appeal shall have been filed with the officer, that by reason of facts stated in the certificate, a stay would, in the officer's opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or by a court of competent jurisdiction, on notice to the officer from whom the appeal is taken, and on due cause shown.
 - (c) The Board shall be allowed 15 working days for the hearing of the appeal or other matter referred to it, and give public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing, any party may appear in person or by agent or by attorney.
- (5) The concurring vote of three members of the Building Board of Adjustments and Appeals shall be necessary to reverse any order, requirement, decision or determination of the Building Official or to decide in favor of the applicant on any matter upon which it is required to pass under this chapter or to affect any variation of this chapter.
- (6) The Board shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating the fact, and shall keep records of it, examinations and other official actions, all of which shall be immediately filed in the office of the Building Board of Adjustments and Appeals and shall be a public record.
- (7) On all appeals, applications and matters brought before the Building Board of Adjustments and Appeals, the Board shall inform, in writing, all the parties involved of its decisions and reasons thereof.

§ 150.26 INSPECTIONS FOR CODE COMPLIANCE.

All inspections for new construction, renovation, repair or alteration of any building shall be accomplished in accordance with the Building Inspection Division's implementation and use of the family of International Codes, as adopted by the City. Failure to comply with these requirements shall be deemed as cause to have service of utilities revoked.

Additionally, the responsible person shall be assessed penalties in accordance with § 150.99. No building shall be occupied until the certificate of occupancy has been issued by the Building Official and released by the Permit Department.

All inspections are to be scheduled by the holder of the building permit using the Building Inspection Division's protocol as defined by the Building Official.

§ 150.99 PENALTY.

Any person who shall violate any provision of this chapter shall be deemed guilty of a misdemeanor and upon conviction, shall be subject to punishment as provided in § 10.99. Each day a violation shall continue, such shall constitute a separate violation.

ORDINANCE NO.

AN ORDINANCE

AN ORDINANCE OF THE CITY OF GOOSE CREEK, SOUTH CAROLINA AMENDING AND MODIFYING “TITLE III, CHAPTER 34: PURCHASING POLICIES AND PROCEDURES” OF THE CODE OF ORDINANCES; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, Section 11-35-5320 of the South Carolina Code of Laws 1976, as amended provides that “[a]ll political subdivisions of the State shall adopt ordinances or procedures embodying sound principles of appropriately competitive procurement...”;

WHEREAS, pursuant to Ordinance No. 18-032 dated December 11, 2018, the City Council of the City of Goose Creek, as the governing body of the City (the “*Council*”) enacted it’s “Purchasing Policies and Procedures” (the “*Procurement Policy*”);

WHEREAS, the Procurement Policy: (a) is intended to guide City employees and the public in the process and procedures for procuring goods and services required by the City and its various departments; (b) will help ensure the fair and equitable treatment of all persons who desire to do business with the City; (c) will help maximize the purchasing value of public funds and provide safeguards for maintaining a purchasing system of quality and integrity; and (d) establishes standards of appropriately competitive procurement practices for the City.

WHEREAS, in consideration of (a) the South Carolina Court of Appeals findings in *Glasscock Company, Inc. v. Sumter County*, 361 S.C. 483 (2004 Ct. App.) wherein the court validated a procurement exception for contracts approved by ordinance, (b) a successful referendum held on December 3, 2019 wherein the City is authorized to create and operate a municipal electric light system, and (c) the City’s operation and maintenance of public utility services, the City has determined to add to and modify the exemptions in the Procurement Policy.

NOW THEREFORE, BE IT ORDAINED by the Mayor and council members of the City of Goose Creek, South Carolina in a meeting duly assembled:

Section 1. Ratification of Findings.

The Council ratifies and approves the findings of fact recited above.

Section 2. Amendment.

By and through the enactment of this Ordinance, Title III, Chapter 34, Section 34.22 of the Procurement Policy entitled “EXEMPTIONS” shall be amended and restated in its entirety, as follows:

§34.22 Exemptions.

Certain items are exempt from certain purchasing requirements and the city may exempt specific supplies or services from the purchasing procedures herein required or withdraw any exemptions provided for in this section:

- (A) Advertising, including but not limited to advertising time or space in newspapers, on radio or television.
- (B) Medical and/or psychological services.
- (C) Policy, legal and utility services to include but not be limited to attorneys, bond rating services, consultants, advisors and engineers.

(D) Staff development to include but not be limited to:

- (1) Training provided by consultants, certified teachers/trainers;
- (2) Training materials;
- (3) Workshops, conferences, seminar registrations, etc.; and
- (4) Travel.

(E) Utilities and energy expenses to include but not be limited to: fuel, propane, electricity, telephone, cell phones, water/sewer.

(F) Financial advisors and fiduciary services.

(G) Emergency repairs.

(H) Mail and delivery services.

(I) Contracts for the wholesale purchase of electric service with contract terms for less than two years.

(J) Contracts that are specifically approved by a city ordinance.

(K) Contracts that relate to regularly purchased supplies, equipment, chemicals, or services to be used in or for the direct benefit of the City's utilities, as they now exist or may exist in the future.

Section 3. Severability.

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

Section 4. Repealer.

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

Section 5. Inconsistency.

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

Section 6. Effect.

This Ordinance shall be enacted upon second reading by the Council.

DONE AND ORDAINED IN COUNCIL ASSEMBLED, this 10th day of March, 2020

**CITY OF GOOSE CREEK, SOUTH
CAROLINA**

(SEAL)

Mayor Gregory S. Habib

ATTEST:

Kelly J. Lovette, MMC, City Clerk

Mayor Pro Tem Kevin M. Condon

Councilmember Debra Green-Fletcher

Councilmember Corey McClary

Councilmember Jerry Tekac

Councilmember Gayla McSwain

Councilmember Christopher Harmon

Approved as to form

By: _____
City Attorney

First Reading: February 11, 2020
Second Reading: March 10, 2020

ORDINANCE NO.

AN ORDINANCE

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A NON-EXCLUSIVE FRANCHISE AGREEMENT WITH BERKELEY ELECTRIC COOPERATIVE, INC.; AND OTHER MATTERS RELATING THERETO.

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

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

WHEREAS, in pursuance of the powers granted to the City and a successful referendum held on December 3, 2019, the City is authorized to create and operate a municipal electric light system (the "*System*");

WHEREAS, the System is in the process of being created and implemented by the City;

WHEREAS, the Berkeley Electric Cooperative, Inc. (the "*Cooperative*") is a rural electric cooperative organized under the terms of the Electric Cooperative Act, S.C. Code Ann. §§ 33-49-10 *et seq.*, providing electric service within a territory assigned to it under the terms of S.C. Code Ann. § 58-27-640 and in other areas where it is authorized to serve by law;

WHEREAS, pursuant to Article VIII, § 15 of the Constitution of the State of South Carolina and S.C. Code Ann. §5-7-30, the City is authorized to grant franchises for the use of public streets, alleys and rights-of-way and to charge reasonable fees for such use;

WHEREAS, pursuant to Ordinance No. 81-19 dated June 16, 1981, as amended by Ordinance No. 08-024 dated December 10, 2008 and Franchise Agreement between the City and the Cooperative dated June 16, 1981, as amended (collectively, the "*Original Franchise*"), the Cooperative was granted a non-exclusive franchise to provide electric service within the corporate limits of the City and all areas later annexed by the City;

WHEREAS, the Original Franchise provided that in the event that the City entered the municipal electric business, then the franchise fee due thereunder would "abate, cease and be no longer due..."; and

WHEREAS, in light of the City's plans to create the System and the incongruous language in the Original Franchise associated with such creation, the parties have determined to amend and restate the terms of the Original Franchise in its entirety by and through the terms an Amended and Restated Franchise Agreement (the "*Agreement*"), the form of which is attached hereto as Exhibit A.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and the Council members of the City of Goose Creek, South Carolina, in a meeting duly assembled, as follows:

Section 1 Recitals

Each finding or statement of fact set forth in the recitals hereto has been carefully examined and has been found to be in all respects true and correct.

Section 2 Grant of Franchise

The Council, subject to the terms of the Agreement, hereby grants to the Cooperative a non-exclusive franchise for electric service within the Franchise Area (as such term is defined in the Agreement) for a period of 25 years, which includes the right, power, and authority to erect and to install, maintain, and operate in, over, under, and upon the streets, alleys, and public places of the City, its electric lines, poles, wires, guys, push

braces, and appurtenant electric facilities, whether used to render service to the City or not, together with any necessary right of access thereto. The Council further accepts the payment of a franchise fee from the Cooperative pursuant to the terms of the Agreement.

Section 3 Approval of the Agreement

A. The Council has reviewed the Agreement, a copy of which is attached to this Ordinance as Exhibit A.

B. The Agreement is intended to amend and restate the provisions of the Original Franchise in its entirety. Upon the due execution and delivery of the Agreement by both the City and the Cooperative, the provisions of the Original Franchise shall be void and no longer effective between as between the City and the Cooperative.

C. The Council approves of and authorizes the execution and delivery of the Agreement. The Agreement shall be executed and delivered on behalf of the City by the City Administrator. The consummation of the transactions and undertakings described in the Agreement, and such additional transactions and undertakings as may be determined by the City Administrator in consultation with the Council to be necessary or advisable in connection therewith, are hereby approved.

Section 4 Other Documents; Ratification of Prior Actions

In connection with the execution and delivery of the Agreement, the City Administrator is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable. Any actions previously undertaken by the City Administrator, Council or City staff in connection with the execution and delivery of the Agreement prior to the enactment of this Ordinance are ratified and confirmed.

Section 5 Severability

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

Section 6 Repealer

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

Section 7 Inconsistency

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

Section 8 Effect

This Ordinance shall be enacted upon second reading by the Council.

[Remainder of Page Intentionally Left Blank]

DONE AND ORDAINED IN COUNCIL ASSEMBLED, this 20th day of March, 2020.

CITY OF GOOSE CREEK,
SOUTH CAROLINA

Mayor Gregory S. Habib

(SEAL)

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

Mayor Pro Tem Kevin M. Condon

Councilmember Debra Green-Fletcher

Councilmember Corey McClary

Councilmember Jerry Tekac

Councilmember Gayla McSwain

Councilmember Christopher Harmon

Approved as to form

By: _____
City Attorney

First Reading: February 11, 2020
Second Reading: March 10, 2020

EXHIBIT A

AMENDED AND RESTATED FRANCHISE AGREEMENT

THIS AMENDED AND RESTATED FRANCHISE AGREEMENT (this "Agreement"), is made this ___th day of March, 2020, between the City of Goose Creek, South Carolina, a municipal corporation of the State of South Carolina (the "City"), and the Berkeley Electric Cooperative, Inc. (the "Cooperative") (each a "Party" and collectively, the "Parties"), for the purpose authorizing the Cooperative to provide electric service to customers within the Franchise Area (as described more particularly in herein and Exhibit A attached hereto) and to use public streets, alleys, rights-of-way and other public spaces within the Franchise Area (and areas attendant thereto) for the provision of such service;

WHEREAS, pursuant to Article VIII, § 15 of the Constitution of the State of South Carolina and S.C. Code Ann. §5-7-30, the City is authorized to grant non-exclusive franchises to utilities, like the Cooperative, for the use of public streets, alleys and rights-of-way and to charge reasonable fees for such use;

WHEREAS, pursuant to Ordinance No. 81-19 dated June 16, 1981, as amended by Ordinance No. 08-024 dated December 10, 2008 and Franchise Agreement between the City and the Cooperative dated June 16, 1981, as amended (collectively, the "Original Franchise"), the Cooperative was granted a non-exclusive franchise to provide electric service within the corporate limits of the City and all areas later annexed by the City;

WHEREAS, the provisions of this Agreement have been approved by the City through the enactment of Ordinance No. __-20 dated March 10, 2020 and this Agreement is intended by the Parties to amend and replace the Original Franchise in its entirety; and

WHEREAS, the Parties have agreed that the Cooperative shall continue to provide electrical service to those portions of the Franchise Area that are currently within the Cooperative's assigned electric service territory, and now being served by the Cooperative or may be served by the Cooperative in the future.

NOW THEREFORE, and in consideration of the premises and mutual covenants and obligations contained herein, and for the payments reflected below, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION I

Except and excluding the Excluded Area (as defined below), the City, during the term of this Agreement, grants the Cooperative the right to provide electric service to all areas of the City and any areas later annexed into the City where such areas were territories assigned to the Cooperative or left unassigned by the South Carolina Public Service Commission (the "Franchise Area"). The Franchise Area is shown on the map attached hereto as Exhibit A.

In pursuance of the powers granted to the City and a successful referendum held on December 3, 2019, the City is authorized to create and operate a municipal electric light system (the "System"). The System is in the process of being created and implemented by the City and the Parties recognize and agree that the scope of the System's service area shall be limited to those parcels of property consisting of +/- 5,154.92 acres currently located in unincorporated Berkeley County and identified as TMS Nos. 223-00-00-021, 222-00-00-114, and 223-00-00-019 (all of which may be later subdivided, changed, or amended), as shown and described on Exhibit B hereto (the "Excluded Area"); the Excluded Area shall expressly exclude any facilities that are currently receiving electric energy service from the Cooperative on the date of this Agreement. Absent the express consent of the City, the Cooperative shall have no rights to provide electric service within the Excluded Area. In the event that the City is not operating the System and providing electric power service to any portion of the Excluded Area by January 1, 2021, then all areas as shown on Exhibit B, shall be automatically removed from the Excluded Area and thereafter included within the Franchise Area. Notwithstanding the preceding sentence regarding automatic removal, in the discretion of the City and upon written notice to the Cooperative, the City may elect to extend the January 1, 2021 deadline for up to 24 months

and any such notice shall be deemed a supplement to this Agreement.

The City hereby grants the Cooperative and its successors or assigns, the right, power and authority to erect and to install, maintain, and operate electric lines, poles, wires, guys, push braces, transformers and appurtenant facilities, including communication lines and facilities for the purposes of electric utility operating controls (collectively, the "Facilities"), together with any necessary right of access thereto, within the Franchise Area, and in, over, upon and under the streets, alleys public rights-of-way, and public spaces located within the Franchise Area. Any Facilities that may be installed and maintained in the Franchise Area shall be facilities necessary or useful to render service to the Cooperative's customers within the City.

SECTION II

This Agreement constitutes a contract between the Parties and will be in force and effect for an initial term of twenty-five (25) years, and will continue in force and effect year-to-year thereafter until properly terminated by either Party. Either Party may terminate this Franchise Agreement at the end of its initial twenty-five (25) year term, or its anniversary date any year thereafter, by giving written notice of its intention to do so no less than one (1) year before the proposed date of termination. It is understood and agreed that the decision of whether to renew or to terminate this Agreement shall be made by those elected officials then in office under such circumstances as may then exist.

SECTION III

The Cooperative shall have the right to continue its service, to construct, extend, operate, and maintain the Facilities within the Franchise Area. As required by federal law, the Cooperative may allow pole attachments for cable systems or other telecommunications carriers. It is the responsibility of the cable or other telecommunications carriers to secure any necessary easements or permits for their attachments.

SECTION IV

The Cooperative shall be entitled to charge its customers within the City for electric service at the prevailing rates prescribed and approved from time to time by the Board of Trustees of the Cooperative. Provided, however, that said rates shall be identical to the rates charged to other customers of the same class throughout the Cooperative's distribution system.

SECTION V

No street, alley, bridge, or other public place used by the Cooperative in the construction or maintenance of its distribution system shall be obstructed longer than necessary to perform such construction or maintenance work, and shall be restored to the same good order and condition as when said work commenced. No part of any street, alley, bridge, or other public place of said City, including any public drain, sewer, catch basins, water pipes, pavement, or other public improvements shall be injured by the Cooperative, but if any such damage should occur, then the Cooperative shall promptly repair the same, and in default thereof, the City may make such repairs and charge the reasonable cost thereof to and collect the same from the Cooperative. The Cooperative shall save the City harmless from all liability or damages (including judgments, decrees and legal court costs) resulting solely from the Cooperative's failure to use due care in the exercise of the privileges hereby granted.

The Cooperative will annually submit its major capital expansion and construction plans for its electric system to the City Administrator or the Administrator's designee. The Cooperative will also submit its annual line clearing plans to and obtain specifications, if any, from the City Administrator or the Administrator's designee. The Company will notify the City Administrator of any other tree trimming needs that may arise that could impact the public right of way and obtain specifications for such trimming projects.

The Cooperative will comply with the requirements of the City's Code of Ordinances as they now exist or as they may from time-to-time be enacted or amended, including but not limited to the following: encroachment permit requirements, tree protection requirements, Architectural Review Board review and requirements, zoning and

building code requirements.

Further, the Cooperative shall comply with all reasonable design standards promulgated by the City, including any requirements for installation of underground electric distribution in all new commercial and residential developments within the City. The Cooperative will implement undergrounding on public rights-of-way to such developments so far as technically practical and economically feasible under terms and conditions customarily applicable to aid in construction.

SECTION VI

Except for the Excluded Area, the Cooperative, upon any future annexation by the City into the service area of the Cooperative, shall provide electric service to those annexed parcels assigned to it by the South Carolina Public Service Commission prior to the annexation or to which the Cooperative is providing electric service at the time of annexation. Upon the occurrence of any such annexation under this Section VI, the Franchise Area shall be considered extended and expanded to include such annexed area. As needed during the term of this Agreement and timely upon the expansion of the Franchise Area resulting from any annexation, Exhibit A to this Agreement shall be properly supplemented, amended or notated as necessary to update the Franchise Area to include the additional service area.

In further consideration of the premises and mutual covenants and obligations contained in this Franchise Agreement, upon any annexation of the Excluded Area or any portion thereof into the City, the Cooperative will not exercise any rights under S.C. Code Ann. Section 58-27-1360 (1976, as amended), any successor statute thereto or any similar common law claim or authorization, to compel the City to purchase the facilities and properties of the Cooperative and to compel the payment of just compensation. Respecting any annexation that occurred during the pendency of this Agreement, this forbearance provision is expressly determined by the Parties to survive the termination of this Agreement.

SECTION VII

The Cooperative shall furnish, install, operate, and maintain a street lighting system and service along the streets, highways, alleys, and public places of and located inside the City as may be requested by the City within the Franchise Area. The City hereby accepts the street lighting system existing (if any) and operated by the Cooperative within the City on the date of this Agreement as the street lighting system and service which the Cooperative is initially obligated to provide pursuant to this section.

SECTION VIII

In regard to the aforesaid street lighting system, if any, the Cooperative shall:

1. Properly maintain the street lighting system in first class condition and all materials used therein shall be of standard quality and kind and shall meet the requirements of good street lighting practices.
2. Provide reliable street lighting service from dusk to dawn each night during the term of this Agreement, or for such other times or occasions as may be required as a matter of safety due to abnormal darkness.
3. Maintain at its own expense a system for repairing or renewing the streetlights in use. The Cooperative, upon receiving official notice that there is a defective light, shall, within twenty-four (24) hours (except on Saturday, Sunday or holiday), put the same in order or replace the light.
4. Make changes in the location of any such street lighting facilities upon written order to the City, provided the City shall pay to the Cooperative the actual cost of labor, material, and other costs incurred in making such changes.

SECTION IX

For such street lighting service, the City shall pay the Cooperative the prevailing standard rate charged for such services by the Cooperative. The City shall pay promptly, within fifteen (15) days after receipt of proper bill from the Cooperative for the preceding month's service.

SECTION X

The City, upon request and at all reasonable times, shall have or be given access to all maps, records, and rates relating to the street lighting system located in the City.

SECTION XI

The Cooperative shall relocate any of its electric facilities located within the City upon written request of the City, provided such relocation can be accomplished without substantial detriment to the Cooperative's distribution system and provided that the City shall pay to the Cooperative the actual cost of labor, material and other costs incurred in making such relocation.

SECTION XII

The City agrees that all electric energy supplied by the Cooperative (except for street lighting) to the City, if any, shall be metered by standard meters to be owned, furnished, and maintained by the Cooperative. All electric wires, fixtures, streetlights, appliances, equipment, and machinery used in the City's buildings shall be installed, owned, maintained, and operated by the City at its cost and expense.

The Cooperative shall charge and the City shall pay for any such electric service according to the Cooperative's applicable rate schedules which shall at all times be identical to the rates charged to other customers of the same class throughout the Cooperative's distribution system.

None of the electric energy furnished to the City under this section shall be sold or disposed of to others without the expressed written consent of the Cooperative.

SECTION XIII

Consistent with best utility practices, the Cooperative agrees to provide electric power that is reliable and safe. The electric service performed pursuant to this Agreement is not guaranteed to be free from minor interruptions or from major outages beyond the reasonable control of the Cooperative. In the event electric service should be wholly or partially interrupted or suspended, or shall fail, due to any cause beyond the reasonable control of the Cooperative and not due to its neglect, or in the event the Cooperative shall deem it necessary to suspend said service for the purpose of inspecting its lines, substations, or other equipment, or make repairs or alterations thereto, the Cooperative shall not be obligated to provide said service during any such period of interruption or suspension or failure and shall not be liable for any damage or loss resulting therefrom.

Regardless of any service loss, the Cooperative shall remain liable for all fees, costs and other charges under this Agreement.

SECTION XIV

All sidewalks, street pavements, street surfaces, or other public improvements which may be disturbed or damaged by reason of the Cooperative's erecting poles or performing any necessary work upon the streets and public places of the City shall be properly replaced and repaired by the Cooperative to the reasonable requirements of the City. All such replacement or repairs shall be completed to the City's reasonable satisfaction.

SECTION XV

The Cooperative, as to all other terms and conditions of service not specifically stated or covered herein, shall supply electric service under this Agreement, and the City shall receive and utilize such service, consistent with the Service Rules and Regulations of the Cooperative, both as they now exist or as established and revised from time to time by the Cooperative's Board of Trustees. No provision or section of this Agreement, however, shall prevent the City from exercising any other lawful authority or regulatory power that may now or hereafter be possessed by the City.

SECTION XVI

The Cooperative shall, as payment for franchise granted herein, pay to the City, a sum of money equal to five percent (5%) of the total gross sales paid to the Cooperative from all electrical service accounts, excluding any industrial accounts or the City's municipal accounts, (the "Franchise Fee") within the Franchise Area for the preceding calendar year. Payments of the Franchise Fee shall be made quarterly; each quarterly payment shall be paid by the Cooperative no later than 30 days after the first day of each calendar quarter – January 1, April 1, July 1 and October 1.

Upon any failure by the Cooperative to timely remit any quarterly payment, the Franchise Fee (in whole or in part) shall accrue interest at a rate of 10% per annum until the Franchise Fee, plus all accrued interest is paid in full.

The payment of the Franchise Fee provided for herein shall be in lieu of all money demands and charges, except *ad valorem* taxes on property or any other legally permissible fees or charges levied by the City.

The City shall notify the Cooperative in writing of areas annexed into the City, including with the notification: (1) accurate maps, (2) tax map numbers, and (3) street addresses of all locations in the annexed areas so that newly annexed customers may be subject to franchise fees. Such notification is a precondition to franchise fee payments by the Cooperative on those accounts. In addition, the City shall promptly update its municipal boundary maps with its County Geographical Information Systems (GIS) Office.

Upon the execution and delivery of this Agreement and from time to time, but no more than once a year and no less than once every three years, the Cooperative, within five (5) business days of a request by the City, will provide the City with a list of all service addresses to which Franchise Fees are being applied (the "List"). The City shall have sixty (60) days from receipt to verify that all addresses included on the List are accurate and that no addresses are missing. In the event a mistake is identified: (1) the City shall reimburse or refund a portion of the Franchise Fee attributable to any premises or parcels that are incorrectly identified on the List, and (2) the Cooperative shall remit payment to the City for a portion of the Franchise Fee attributable to any premises or parcels that are not included on the List. Except in the case of fraud or an attempt to willfully deceive by either Party, the responsibility for any reimbursement or remitted payments required under the foregoing sentence shall be limited to the Franchise Fees accruing for only the fiscal year that occurred prior to the mistake being determined. All such reimbursements shall be made within sixty (60) days of receipt of notice from the aggrieved party; the City or the Cooperative may further determine, in their respective sole discretion and as applicable, to add to or deduct from the amounts owed under this subsection the next Franchise Fee payments next coming due. Consistent with S.C. Code Ann Section 30-4-40(a)(1), as amended, the Parties agree that the information on the List constitutes a "Trade Secret" as such term is defined therein, and as such, the List is confidential and proprietary and shall not be disclosed to any third party without a court order or the Cooperative's prior written consent.

SECTION XVII

The City hereby levies, and the Cooperative shall collect and transmit to the City, a fee equal to five percent (5%) of total gross sales of all electricity sold by third parties to customers within the City using the Cooperative's lines or facilities; said fee is to be in all respects equivalent to the Franchise Fee established herein, which the Cooperative is obligated to make on whatever basis during the life of this Agreement.

SECTION XVIII

This Franchise Agreement is subject to the Constitution and laws of the State of South Carolina.

Any and all disputes arising between the Parties under this Agreement shall be resolved by litigation to be filed in the Court of Common Pleas of Berkeley County, South Carolina. Each party consents to the in *personam* jurisdiction of such court and agrees to raise no objection to venue of any dispute in any of such court.

SECTION XIX

The City shall become and remain a member of the Cooperative, if and for so long as the City purchases electric service from the Cooperative.

SECTION XX

The rights hereunder will accrue exclusively to the Parties, their successors and assigns. It is the express intent of the Parties that this Franchise Agreement will not create any rights in third parties nor may third parties bring any claim hereunder.

SECTION XXI

This Agreement may be executed in counterparts, which when assembled, shall constitute but one original agreement.

SECTION XXII

Any and all notices required under the terms of this Agreement shall be in writing and shall be delivered in person or by U.S. Mail, by certified mail, return receipt requested, postage prepaid to the principal addresses of the Parties as follows:

City of Goose Creek, SC
Attn: City Administrator
1000 Lyttleton Street
Goose Creek, SC 29020

Berkeley Electrical Cooperative, Inc.
Attn: President/CEO
P.O. Box 1234
Moncks Corner, SC 29461

SECTION XXIII

The Parties agree that this Agreement constitutes the entire Agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties to each other. This Agreement shall be amended only in writing, and effective when signed by those authorized by the Parties. This Agreement shall amend and replace the provisions of the Original Agreement in its entirety.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, City and Cooperative have caused this Agreement to be executed in duplicate in their name by their respective duly authorized officials as of the date and year first written above.

BERKELEY ELECTRICAL
COOPERATIVE, INC.

THE CITY OF GOOSE CREEK SOUTH
CAROLINA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

MAP OF FRANCHISE AREA

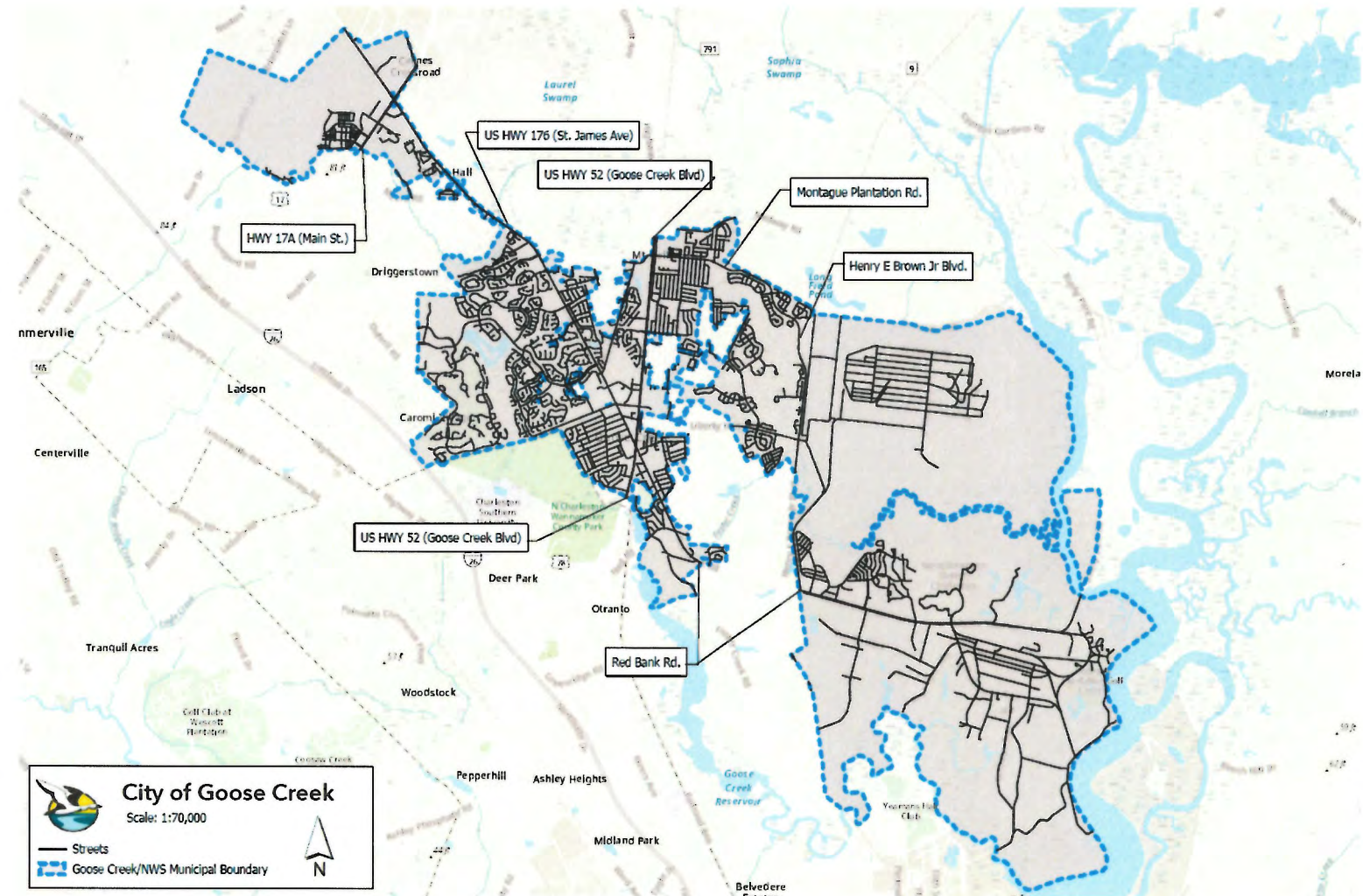
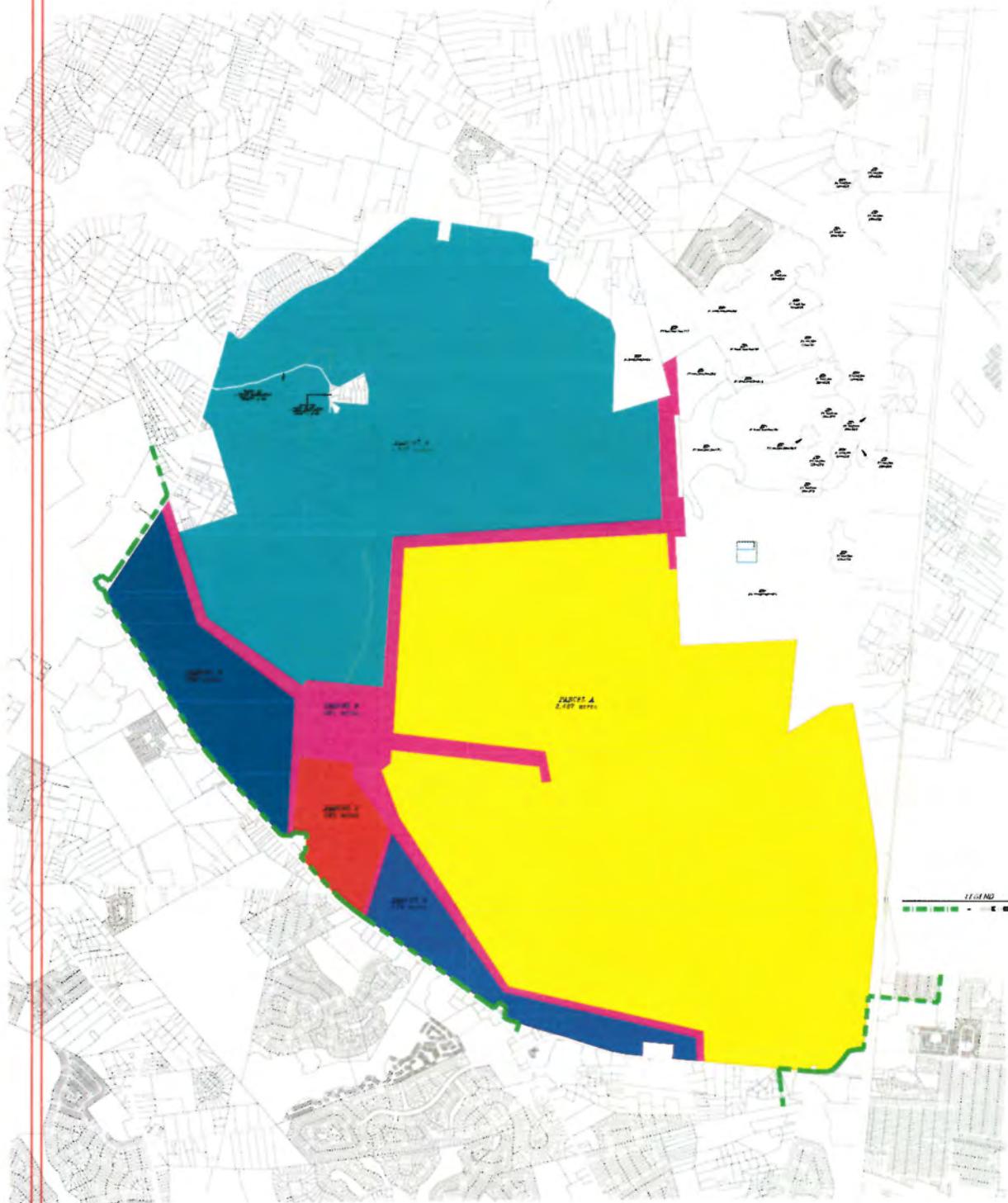


EXHIBIT B

DESCRIPTION AND MAP OF EXCLUDED AREA



RESOLUTION NO.

A RESOLUTION

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDEMNITY AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF A GUARANTEE AGREEMENT; RATIFYING AND CONFIRMING THE ORIGINAL INDUCEMENT AND INDEMNITY AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF THE MASTER ANNEXATION AGREEMENT; AND OTHER MATTERS RELATING THERETO.

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

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

WHEREAS, in pursuance of the powers granted to the City and a successful referendum held on December 3, 2019, the City is authorized to create and operate a municipal electric light system (the "*Project*");

WHEREAS, the Project is in the process of being created and implemented by the City;

WHEREAS, subject to the terms of a power purchase agreement to be negotiated between the parties, the City expects to sell power to Century Aluminum of South Carolina, Inc., a Delaware corporation (the "*Company*");

WHEREAS, the City and the Company previously entered into an Inducement and Indemnity Agreement dated May 29, 2019 (the "*Original Agreement*") wherein the Company agreed to cover certain costs, contribute to the Project and indemnify the City for actions associated with the Initial Project (as such term is defined in the Original Agreement);

WHEREAS, the Initial Project has been completed and the parties have determined to enter into a new Indemnity Agreement (the "*Indemnity Agreement*");

WHEREAS, Century Aluminum Company, the holding company of the Company, has determined to guarantee the obligations of the Company under the Indemnity Agreement through the terms of a Guarantee Agreement (the "*Guarantee Agreement*");

WHEREAS, Company further owns and operates an aluminum smelter (the "*Plant*") and certain undeveloped property surrounding the Plant (the "*Property*"), all of which are intended to be annexed into the City;

WHEREAS, the City and the Company have determined to enter into a Master Annexation Agreement (the "*Annexation Agreement*" and together with the Indemnity Agreement and the Guarantee Agreement, the "*Agreements*") establishing the conditions and other terms necessary for the Property to be annexed into the City; and

WHEREAS, the Council hereby finds and determines that the Agreements shall be authorized, approved, executed and delivered in accordance with the provisions of this Resolution.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and the Council members of the City of Goose Creek, South Carolina, in a meeting duly assembled, as follows:

Section 1 Recitals

Each finding or statement of fact set forth in the recitals hereto has been carefully examined and has been found to be in all respects true and correct.

Section 2 Ratification of the Agreements

Any actions previously undertaken by the City Administrator, Council or City staff in connection with the execution and delivery of the Agreements, including the execution and delivery of the Original Agreement and any other agreements prior to the adoption of this Resolution are ratified and confirmed. The provisions of the Original Agreement, except as such terms may be expressly amended or modified by the Indemnity Agreement, shall remain in full force and effect in accordance with the terms thereof.

Section 3 Approval of the Agreements

A. The Council has reviewed the Agreements and authorizes the City Administrator and the City's legal counsel to finalize negotiations of the Agreements.

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

Section 4 Funding; Other Documents; Ratification of Prior Actions

A. The Council is cognizant that the initiation and development of the Project has and will result in the expenditure of funds necessary to properly implement the Project. All contracts, agreements or other arrangements associated with the Project, including the expenditure or appropriation of funding therewith as paid or reimbursed under the terms of the Original Agreement and the Indemnity Agreement, shall be deemed validly approved and fully authorized by the Council.

B. In connection with the execution and delivery of the Agreements, the City Administrator is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable. This authorization explicitly includes the authorization for the City Administrator to do those things necessary to comply with the conditions in the Agreements.

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

Section 5 Severability

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

Section 6 Repealer

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

Section 7 Inconsistency

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

Section 8 Effect

This Resolution shall be enacted upon second reading by the Council.

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

CITY OF GOOSE CREEK,
SOUTH CAROLINA

(SEAL)

Mayor

Attest:

City Clerk

A RESOLUTION

A RESOLUTION TO DECLARE THE RESULT OF A REFERENDUM HELD IN THE CITY OF GOOSE CREEK, SOUTH CAROLINA ON DECEMBER 3, 2019; AND MATTERS RELATED THERETO.

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

WHEREAS, pursuant to Resolution 19-02 dated September 10, 2019, the Council ordered a special referendum to be held in the City of Goose Creek (the “*Referendum*”) on the question of whether the City should be authorized to enter into the electric utility business;

WHEREAS, the Berkeley County Board of Voter Registration and Elections (the “*Election Commission*”) conducted the Referendum on December 3, 2019; and

WHEREAS, the Berkeley County Board of Canvassers (the “*Board*”) have provided, and the Council has received, a certification, a copy of which is attached hereto as Exhibit A, that the Referendum did result in the approval and authorization for the City to enter the electric utility business.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and the Council members of the City of Goose Creek, South Carolina, in a meeting duly assembled, as follows:

Section 1 Recitals

Each finding or statement of fact set forth in the recitals hereto has been carefully examined and has been found to be in all respects true and correct.

Section 2. The Question

The Referendum was duly and properly held by the Election Commission on December 3, 2019 and there was submitted to the qualified electors of the City the following question (the “*Question*”):

Shall the City Council of the City of Goose Creek, as the governing body of the City of Goose Creek, South Carolina, be authorized to acquire by initial construction or purchase, and thereafter establish, improve, operate and maintain an electric utility system to furnish electric power?

Yes, in favor of the question []

No, opposed to the question []

Section 3 Declaration of Result.

Based on the certification from the Board, the Council hereby declares that the result of the Referendum was in favor of the Question, there having been 1,179 votes cast in favor of the

Question and 525 votes cast in opposition to the Question. Copies of the official returns, as certificated by the Boards, are attached at Exhibit A.

Section 3. Effective Date.

This resolution shall be effective on the date of adoption hereof by Council.

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

CITY OF GOOSE CREEK,
SOUTH CAROLINA

(SEAL)

Mayor

Attest:

City Clerk

EXHIBIT A

OFFICIAL RETURNS

STATE OF SOUTH CAROLINA

BERKELEY COUNTY BOARD OF CANVASSERS

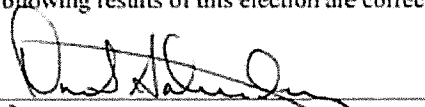

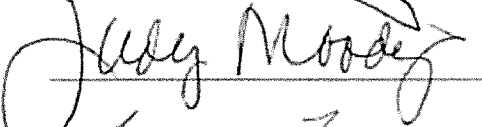



STATEMENTS AND RETURNS OF VOTES

FOR

CITY OF GOOSE CREEK SPECIAL REFERENDUM

ELECTION DATE: DECEMBER 3, 2019

We the County Board of Canvassers certify that all proper procedures for canvassing votes in this election have been followed, and we have received written confirmation from election commission staff of the same; and upon such confirmation and any further review of our own, we certify the following results of this election are correct in all respects.

 _____	 _____
 _____	_____
 _____	_____
 _____	_____
 _____	_____

Certification Date: December 5, 2019

Summary Results Report
City of Goose Creek Special Election
December 3, 2019

OFFICIAL RESULTS
08 - Berkeley County

STATISTICS

	TOTAL
Election Day Precincts Reporting	26 of 26
Precincts Complete	26 of 26
Precincts Partially Reported	0 of 26
Absentee/ Early Precincts Reporting	23 of 23
Registered Voters - Total	24,028
Ballots Cast - Total	1,707
Ballots Cast - Blank	3
Voter Turnout - Total	7.10%

Summary Results Report
City of Goose Creek Special Election
December 3, 2019

OFFICIAL RESULTS
08 - Berkeley County

Electric Utility Referendum
Vote For 1

	TOTAL
Yes, In favor of the question	1,179
No, Opposed to the question	525

	STATISTICS			
	Registered Voters - Total	BalLOTS Cast Total	BalLOTS Cast - Blank	Voter Turnout Total
Central	2,045	205	1	10.02%
Carnes Cross Rd 2	465	37	0	7.96%
Devon Forest 1	742	32	0	4.31%
Devon Forest 2	1,618	97	0	6%
Stratford 2	1,776	192	0	10.81%
Stratford 4	218	18	0	8.26%
Westview 1	1,318	121	0	9.18%
Westview 2	1,426	151	1	10.59%
Westview 3	1,526	102	0	6.68%
Beverly Hills	374	9	0	2.41%
Howe Hall 1	1,430	66	0	4.62%
Howe Hall 2	224	14	0	6.25%
Liberty Hall	2,119	108	0	5.1%
Medway	1,941	145	0	7.47%
Stone Lake	1,332	109	0	8.18%
Westview 4	1,445	154	0	10.66%
Foster Creek 1	2	0	0	0%
St. James	83	0	0	0%

STATISTICS

	Registered Votes - Total	Ballots Cast - Total	Ballots Cast - Blank	Voter Turnout - Total
Sedgefield 1	443	5	0	1.13%
Sedgefield 2	728	6	0	0.82%
Boulder Bluff	1,929	100	1	5.18%
Cobblestone	842	34	0	4.04%
Pomflant	2	0	0	0%
Failsafe	0	0	0	0%
Provisional	0	0	0	0%
Failsafe Provisional	0	2	0	0%
Totals	24,028	1,707	3	

Electric Utility Referendum

VOTE FOR 1

	Yes, in favor of the question	No, opposed to the question	Total Votes Cast
Central	125	79	204
Carnes Cross Rd 2	32	5	37
Devon Forest 1	30	2	32

Electric Utility Referendum			
VOTE FOR IT			
	Yes, in favor of the question	No, Opposed to the question	Total Votes Cast
Devon Forest 2	76	21	97
Stratford 2	137	55	192
Stratford 4	15	3	18
Westview 1	84	37	121
Westview 2	94	56	150
Westview 3	48	54	102
Beverly Hills	5	4	9
Howe Hall 1	40	26	66
Howe Hall 2	9	5	14
Liberty Hall	95	13	108
Medway	118	27	145
Stone Lake	75	34	109
Westview 4	97	57	154
Foster Creek 1	0	0	0
St. James	0	0	0
Sedgefield 1	3	2	5

Electric Utility Referendum			
VOTE FOR 1			
	Yes, in favor of the question	No, Opposed to the question	Total Votes Cast
Sedgefield 2	5	1	6
Boulder Bluff	66	33	99
Cobblestone	23	11	34
Pomflant	0	0	0
Failsafe	0	0	0
Provisional	0	0	0
Failsafe Provisional	2	0	2
Totals	1,179	525	1,704

MONTHLY DEPARTMENT REPORT

CITY ADMINISTRATOR'S REPORT



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

Jake Broom

CITY ADMINISTRATOR

519 N. GOOSE CREEK BOULEVARD
P.O DRAWER 1768
GOOSE CREEK, SC 29445-1768
TEL (843) 797-6220 EXT. 1115
FAX (843) 863-5208

TO: Mayor and City Council
DATE: February 7, 2020
SUBJECT: Request to Hire Contractor – Recreation
Department – Crowfield Pool Renovations

Please find attached a request from the Recreation Director to hire a contractor to renovate the Crowfield Pool.

Staff solicited bids from qualified companies to resurface the entire pool, install new coping around the pool and install new tile on the pool surface. The new surface will have a 10-year warranty.

The responsive bids are as follows:

Liquid Renovations	Maritime Pools	Clear Blue Pools
\$57,313.20	\$58,290	\$63,500

Staff requests to hire the low bidder, Liquid Renovations, LLC (**North Charleston, S.C.**), for the contract price of \$57,313.20.

This purchase is included in the FY2020 Recreation Department Budget under line item 800-8040 –*Improvements - Pool.*

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

Respectfully submitted,


Jake Broom
City Administrator



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

T.J. Rostin 
DIRECTOR
RECREATION DEPARTMENT

519A N. GOOSE CREEK BLVD.
P.O. DRAWER 1768
GOOSE CREEK, SC 29445-1768
TEL (843) 569-4242 EXT. 5285
FAX (843) 569-4841

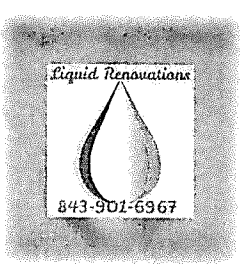
To: Jake Broom, City Administrator
Date: January 27, 2020
Subject: Crowfield pool renovations

The Recreation Department is requesting to select a contractor to conduct the Crowfield pool renovations this year. We would like to select Liquid Renovations, LLC with a submitted price of \$49,375.20. This price includes the complete renovation of the pool surface, upgrading the coping around the pool and adding new tiles to the new pool surface. The new pool surface finish will have a 10-year warranty as well.

Due to the age of the pool, the contractor is unable to determine the condition of the existing plaster material in the pool. Once they begin the work on this project, an additional \$7,938.00 may be needed if the plaster material is no longer bonded to the pool shell. That would bring the grand total to \$57,313.20.

These funds were approved in line item #250-675-800-8040 in our pool division.

If you have any questions, please feel free to contact me.



Liquid Renovations, LLC

Scope of Work Contract/Estimate:

Customer: City of Goose Creek Pool

Address: 300 Hamlet Circle Goose Creek, SC 29445

Scope of work:

A. Prep Pool Includes:

1. Drain pool & remove plugs in drains
2. Remove all waterline, breakline, targets & Race lanes
3. Remove all anchors & reset at proper heights
4. Extend or cut and hydraulic around all penetrations necessary
5. Acid wash to clean pool substrate
6. Bond kote to ensure future material shave proper bonding

B. Install Scope includes:

1. Install new waterline, breakline, step tile, race lanes & targets. Includes all browning out required to level and straighten tile. Also includes new depth markers required by DHEC.
2. Install new fittings for returns, overflows, skimmer equalizers, and main drains per approved DHEC regulations.
3. Install Quartz Plaster finish (3 color options) giving 10-year manufacturer warranty. Includes first 28 day start up of water chemistry.
4. Skim & texture pool coping/paint color TBD

Total: \$49,375.20

C. Possible Necessary Addendums:

1. Full existing plaster removal due to age of existing plaster and per site visit record pool has many cracks and delaminated areas that are no longer bonded to pool shell. I believe that total interior finish should and could need to be removed. This price is worst case scenario and above mentioned needed.

Addendum Total: \$7,938.00

Total with Addendum: \$57,313.20



Jake Broom

CITY ADMINISTRATOR

519 N. GOOSE CREEK BOULEVARD
P.O. DRAWER 1768
GOOSE CREEK, SC 29445-1768
TEL (843) 797-6220 EXT. 1115
FAX (843) 863-5208

TO: Mayor and City Council
DATE: February 7, 2020
SUBJECT: Request to Purchase – Police Department –
Dodge Charger Vehicles (x10)

Please find attached a request from the Police Chief to purchase 10 Dodge Chargers and associated equipment (lighting, sirens, cages, etc.).

Staff requests to purchase the vehicles from the state contract vendor, **Santee Automotive (Manning, S.C.)** for the total amount of \$265,680.00 and the equipment and installation from the state contract vendor, **Global Public Safety (Roebuck, S.C.)** for the total amount of \$87,646.36.

The 10 vehicles will be grouped in three different configurations as follows:

Configuration	Per Unit Cost	Total Cost
Slick Top Unmarked (x6)	\$7,947.00	\$47,682.00
Fully Marked (x2)	\$10,032.17	\$20,064.34
Unmarked With Cage (x2)	\$9,600.01	\$19,200.02

After receiving the bids, staff requested the addition of USB chargers in the center consoles instead of cigarette lighters. This change will add \$70 per vehicle to the cost – bringing the total to \$87,646.36.

This purchase is included in the FY2020 Police Department Budget under line items 800-8065 – *Vehicles* and 780-7826 – *Small Equipment Purchases*.

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

Respectfully submitted,


Jake Broom
City Administrator



**Goose Creek
Police Department**

GOOSE CREEK, SC

519 N. GOOSE CREEK BOULEVARD

PO DRAWER 1768

GOOSE CREEK, SC 29445-1768

TEL 843/883-3700

GOOSE@cityofgoosecreek.org

To: City Administrator Jake Broom

From: Lieutenant Joshua Battista

Via: Chief of Police LJ Roscoe

Via: Captain Dave Aarons

Subj: 2020 Police Vehicles

Date: January 17, 2020

I am requesting permission to purchase ten Dodge Charger law enforcement package vehicles and the associated equipment via the State Contract guidelines set forth for these purchases. The vehicles will be used for newly created positions and to replace aging fleet vehicles that are to be removed from service. The vehicles will be directly shipped to an authorized State Contract location for fleet purchases where installation/set-ups will occur. The total price for the vehicles is \$265,680.00 and the associated equipment cost for the vehicles is \$87,646.36. These costs have been budgeted for in the 2020 Police Department budget under line items 800-8065 – Vehicles and 780-7826 – Small Equipment Purchases.

Please see the attachments for further details on the above listed request. Thank you.



QUOTE

Santee Automotive LLC
 2601 Paxville Highway
 Manning, South Carolina 29102
 United States

Phone: 1-888-853-5338
 Fax: 1-888-853-5338
 info@santeefleet.com

BILL TO
City Of Goose Creek
 Joshua Battista
 519 N. Goose Creek Blvd.
 Goose Creek, South Carolina 29445
 United States

843-863-5200 ext 2323
 jbattista@cityofgoosecreek.com

Estimate Number: 18198
Estimate Date: November 18, 2019
Expires On: November 18, 2019
Grand Total (USD): \$265,680.00

Items	Quantity	Price	Amount
Dodge Charger Police RWD State Contract: 4400022501 Dodge Charger Police RWD 3.6L Penstar V6 Five Speed Auto Stick Transmission Bluetooth Rear Camera Power Windows, Mirrors, and Door Locks Full Size Spare Tire Cloth Front Bucket Seats Vinyl Rear Seat Vinyl Flooring Driver's Side Spotlight 8 Keys and Fobs Exterior Vehicle Colors: White Knuckle	10	\$22,921.00	\$229,210.00
Dodge Charger V8/AWD Dodge Charger V8 Engine and All Wheel Drive Upgrade. (V8 only comes with AWD for 2020 Dodge Charger.)	10	\$2,997.00	\$29,970.00
Dodge Charger LED Spotlight Upgrade Upgrade Driver's Side Spotlight to LED.	10	\$150.00	\$1,500.00
Vehicle Delivery Ship to Global Public Safety	10	\$0.00	\$0.00
Vehicle Sales Tax South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	10	\$500.00	\$5,000.00



QUOTE

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 1-888-853-5338
Fax: 1-888-853-5338
info@santeefleet.com

Total: \$265,680.00

Grand Total (USD): \$265,680.00

Notes

Ship to Global Public Safety.



GLOBAL Public Safety, LLC
 7020 Dorsey Rd Ste C, Hanover MD 21076
 130 Old Airport Rd, Roebuck SC 29376
 2780 Commerce Dr Ste 300, Middletown PA 17057
 5 Executive Dr, Hudson NH 03051
 1000-1010 Main St, Holyoke, MA 01040
 4105 34th St. Ste B, Orlando, FL 32811
 3161 Fairlane Farms Rd Ste 7, Wellington, FL 33414
 115 Carpet Rd, Statesville, NC 28625

QUOTE

Number **BAUQ25248-A**

Date **Jan 17, 2020**

VALID THRU: 7/15/2020

Quote For	Ship To	Your Account Manager
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GOOSE CREEK POLICE DEPARTMENT
 JOSHUA BATTISTA
 519 N GOOSE CREEK BVD.
 GOOSE CREEK, SC 29445
 UNITED STATES

Phone 8843-863-5200
 Fax 843-863-5203
 Email jbbattista@cityofgoosecreek.com

GLOBAL PUBLIC SAFETY - ROEBUCK
 Roebuck Install Shop
 130 OLD AIRPORT RD
 ROEBUCK, SC 29376
 UNITED STATES

Phone 18645879821
 Fax
 Email

Charles David Wilson
 864-587-9821 ext 351
 cdavid.wilson@globalpublicsafety.us

Here is the quote you requested.

Bill to: GOOSE CREEK POLICE DEPARTMENT jbbattista@cityofgoosecreek.com

Terms	P.O. Number	Ship Via	Contract Reference
NET 30	PLEASE ADD	CUSTOMER DLVRS	

Make	Model	Year	VIN	Stock / Unit#	Tag#
DODGE	CHARGER	2019			

Line	Qty	Description	Unit Price	Ext. Price
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SLICK TOP UMAKED 2020 DODGE CHARGER NO CAGE

SOUND OFF LIGHTING

1	1	ENFWBF (12 LED) SOUND OFF SIGNAL NFORCE® 8 MODULE INTERIOR WINDSHIELD LIGHTBAR, FULL 1 PIECE OR SPLIT 2 PIECE SHROUD, 12 LEDS- DUAL COLOR BLUE/WHITE FOR THE FRONT WINDOW SOS QE036142 <i>THESE CONFIGURATOR MODEL NUMBERS ARE NOT ACTUAL PART NUMBERS AND SHOULD NOT BE USED ON YOUR PURCHASE ORDER.</i>	\$847.50	\$847.50 y
2	1	ENFWBRF (12 LED) SOUND OFF SIGNAL NFORCE® 8 MODULE INTERIOR REAR DECK LIGHTBAR, FULL 1 PIECE SHROUD, 12 LEDS - DUAL COLOR BLUE/AMBER FOR THE REAR WINDOW SOS QE036142 <i>THESE CONFIGURATOR MODEL NUMBERS ARE NOT ACTUAL PART NUMBERS AND SHOULD NOT BE USED ON YOUR PURCHASE ORDER.</i>	\$847.50	\$847.50 y
3	2	ENFRMS3E SOUND OFF SIGNAL 12 LED REPLACEMENT WARNING MODULE FOR NFORCE® PERIMETER LIGHTING, SAE CLASS 1, 10-16V, DUAL COLOR BLUE/WHITE FOR THE FRONT OF THE BUMPER	\$78.50	\$157.00 y

CONTINUED NEXT PAGE.....

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Make	Model	Year	VIN	Stock / Unit#	Tag#
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DODGE CHARGER 2019

Line	Qty	Description	Unit Price	Ext. Price
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4	2	EMPS2QMS4E SOUNDOFF SIGNAL MPOWER® 4IN. FASCIA LIGHT W/ QUICK MOUNT, 18IN. HARD WIRE W/ SYNC OPTION, SAE CLASS 1 & CA TITLE 13, 9-32 VDC, BLACK HOUSING, 12 LED, DUAL COLOR - BLUE/WHITE	\$98.00	\$196.00 y
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2) FOR THE SIDE OF THE BUMPER

5	2	EMPS2STS4E SOUNDOFF SIGNAL MPOWER® 4IN. FASCIA LIGHT W/ STUD MOUNT, 18IN. HARD WIRE W/ SYNC OPTION, SAE CLASS 1 & CA TITLE 13, 9-32 VDC, BLACK HOUSING, 12 LED, DUAL COLOR - BLUE/WHITE	\$98.00	\$196.00 y
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MOUNTED IN THE REAR VENT WINDOW INSIDE REAR DOOR

6	2	PMP2BKDGAJ SOUNDOFF SIGNAL 90 DEGREE DECK/GRILLE ADJUSTABLE BRACKET KIT FOR MPOWER® 4IN. FASCIA LIGHT W/ STUD MOUNT - BLACK	\$6.00	\$12.00 y
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7	2	EMPS2OOLW SOUNDOFF SIGNAL EMPS2OOLW: 4" MPOWER FASCIA WITH QUICK MOUNT 12 LED 9-32 VOLT SAE WITH 1.5' PIGTAIL BLACK HOUSING WITH CLEAR LENS BLU/AMB	\$98.00	\$196.00 y
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2) FOR TAG LIGHTS

Q#QE046346

8	2	ENT2B3E SOUNDOFF SIGNAL INTERSECTOR UNDER MIRROR/SURFACE MOUNT LIGHT, 9-32 VDC, W/ 4-WEDGES, MOUNTING GASKET & HARDWARE, 18 LEDS, DUAL COLOR - BLUE/WHITE	\$149.00	\$298.00 y
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9	1	PNT1CRV03 SOUNDOFF SIGNAL CURVED SURFACE ADAPTORS FOR INTERSECTOR - 1-DRIVER & 1-PASSENGER W/ MOUNTING HARDWARE - DODGE CHARGER 2011 - 2017	\$6.00	\$6.00 y
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SIREN & SPEAKER

10	1	ETSA482RSP SOUNDOFF SIGNAL NERGY® 400 SERIES REMOTE SIREN W/ BUTTON CONTROL, 10-16V - FOR TWO 100 WATT SPEAKERS	\$513.50	\$513.50 y
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11	2	ETSS100N SOUNDOFF SIGNAL 100N SERIES COMPOSITE SPEAKER W/ UNIVERSAL BAIL BRACKET - 100 WATT	\$173.50	\$347.00 y
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Make	Model	Year	VIN	Stock / Unit#	Tag#
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DODGE CHARGER 2019

Line	Qty	Description	Unit Price	Ext. Price
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JOTTO CONSOLE

12	1	425-6485 CHARGER 16+ IPBCC CONSOLE (15" FP)	JOTTO DESK	\$343.64	\$343.64 y
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ITEMS GOING INTO CONSOLE
APX 6500 REMOTE HEAD RADIO
SOUND OFF REMOTE HEAD SIREN

13	1	425-3704 DUAL ABS CUP HOLDER (INTERNALLY MOUNTED)	JOTTO DESK	\$37.62	\$37.62 y
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14	1	425-6411 ARMREST - ADJUSTABLE (4.125" X 9" X 11")	JOTTO DESK	\$83.92	\$83.92 y
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GUN RACK

15	1	475-2016 CHARGER 11+, GR6-ZRT-DCR-AR-BLM-870 - DUAL GUN RACK	JOTTO DESK	\$420.29	\$420.29 y
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TRUNK TRAY

16	1	425-3759 FULL SIZE SPARE RELOCATION KIT - CHARGER 11+	JOTTO DESK	\$34.72	\$34.72 y
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17	1	425-8103 TRUNK TRAY CHARGER 11+	JOTTO DESK	\$319.05	\$319.05 y
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BUMPER

18	1	36-2035 WESTIN, PRODUCT: PUSH BUMPER ELITE, DESCRIPTION: CHARGER PURSUIT 2011-2018, FINISH/COLOR: BLACK, MAKE: DODGE	WESTIN AUTOMOTIVE PRODUCTS	\$307.81	\$307.81 y
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19	1	36-6005S2 WESTIN, PRODUCT: ELITE 23.5" 2 LIGHT CHANNEL, DESCRIPTION: PUSH BUMPER LIGHT CHANNEL 23.5 INCH SOUNDOFF, 2 HOLE, FINISH/COLOR: BLACK, MAKE: ALL	WESTIN AUTOMOTIVE PRODUCTS	\$28.60	\$28.60 y
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Make	Model	Year	VIN	Stock / Unit#	Tag#
DODGE	CHARGER	2019			

Line	Qty	Description	Unit Price	Ext. Price
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MISC. ITEMS

20	1	TSH-900M TSH900: ALL IN ONE ANTENNA	ROK BROTHERS	\$295.00	\$295.00	y
21	1	75812 STINGER DS LED - 12V DC STEADY CHARGE (NICD) 12X11.5X9.5	SREAMLIGHT	\$118.55	\$118.55	y
22	1	CG-X CHRGGRD,UNV,CNTRLMDL,	HAVIS	\$69.30	\$69.30	y
23	1	INSTALL SUPPLIES INSTALLATION SUPPLIES	GLOBAL	\$150.00	\$150.00	y
24	18	LABOR-INSTALLATION LABOR PER HOUR FOR VEHICLE UPFITTING	GLOBAL	\$80.00	\$1,440.00	n

CUSTOMERS ITEMS

RADIO
MOTOROLA APX 6500 REMOTE
COMPUTER MOUNT
PRINTER
SCANNER
KUSTOM RADAR
AXON CAMERA

VEHICLE TRANSPORT

25	1	TRANSPORT VEHICLE TRANSPORT PER VEHICLE	GLOBAL	\$200.00	\$200.00	y
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Please contact me if I can be of further assistance.

SubTotal	\$7,465.00
Tax	\$482.00
Shipping	\$0.00
Total	\$7,947.00

Accepted By:

Date:

X

Email signed quote or purchase order to sales@globalpublicsafety.us
or fax to 443-557-0201

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GLOBAL Public Safety, LLC
 7020 Dorsey Rd Ste C, Hanover MD 21076
 130 Old Airport Rd, Roebuck SC 29376
 2780 Commerce Dr Ste 300, Middletown PA 17057
 5 Executive Dr, Hudson NH 03051
 1000-1010 Main St, Holyoke, MA 01040
 4105 34th St. Ste B, Orlando, FL 32811
 3161 Fairlane Farms Rd Ste 7, Wellington, FL 33414
 115 Carpet Rd, Statesville, NC 28625

QUOTE

Number BAUQ28066

Date Jan 17, 2020

VALID THRU: 7/15/2020

Quote For	Ship To	Your Account Manager
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GOOSE CREEK POLICE DEPARTMENT
 JOSHUA BATTISTA
 519 N GOOSE CREEK BVD.
 GOOSE CREEK, SC 29445
 UNITED STATES

GLOBAL PUBLIC SAFETY - ROEBUCK
 Roebuck Install Shop
 130 OLD AIRPORT RD
 ROEBUCK, SC 29376
 UNITED STATES

Charles David Wilson

864-587-9821 ext 351
 cdavid.wilson@globalpublicsafety.us

Phone 8843-863-5200
 Fax 843-863-5203
 Email jbbattista@cityofgoosecreek.com

Phone 18645879821
 Fax
 Email

Here is the quote you requested.

Bill to: GOOSE CREEK POLICE DEPARTMENT jbbattista@cityofgoosecreek.com

Terms	P.O. Number	Ship Via	Contract Reference
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NET 30 PLEASE ADD CUSTOMER DLVRS

Make	Model	Year	VIN	Stock / Unit#	Tag#
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DODGE CHARGER 2019

Line	Qty	Description	Unit Price	Ext. Price
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2020 MARKED DODGE CHARGER

SOUND OFF LIGHTING

1	1	ENFLB (SILVER EDITION) SOUND OFF SIGNAL 48IN. NFORCE® LED LIGHTBAR (ENFLB) W/ TAKE DOWNS & ALLEYS - CLEAR LENSES WITH AMBER, BLUE, RED OR WHITE / 12 LED INBOARD & 24 LED CORNERS <i>THESE CONFIGURATOR MODEL NUMBERS ARE NOT ACTUAL PART NUMBERS AND SHOULD NOT BE USED ON YOUR PURCHASE ORDER.</i>	\$1,811.00	\$1,811.00 y
2	2	ENFRMS3E SOUND OFF SIGNAL 12 LED REPLACEMENT WARNING MODULE FOR NFORCE® PERIMETER LIGHTING, SAE CLASS 1, 10-16V, DUAL COLOR BLUE/WHITE FOR THE FRONT OF THE BUMPER	\$78.50	\$157.00 y
3	2	EMPS2QMS4E SOUND OFF SIGNAL MPOWER® 4IN. FASCIA LIGHT W/ QUICK MOUNT, 18IN. HARD WIRE W/ SYNC OPTION, SAE CLASS 1 & CA TITLE 13, 9-32 VDC, BLACK HOUSING, 12 LED, DUAL COLOR - BLUE/WHITE MOUNTED ON THE SIDE OF THE BUMPER	\$98.00	\$196.00 y

CONTINUED NEXT PAGE.....

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Make	Model	Year	VIN	Stock / Unit#	Tag#
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DODGE CHARGER 2019

Line	Qty	Description	Unit Price	Ext. Price
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4	2	EMPS2STS4E SOUND OFF SIGNAL MPOWER® 4IN. FASCIA LIGHT W/ STUD MOUNT, 18IN. HARD WIRE W/ SYNC OPTION, SAE CLASS 1 & CA TITLE 13, 9-32 VDC, BLACK HOUSING, 12 LED, DUAL COLOR - BLUE/WHITE	\$98.00	\$196.00 y
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FOR SIDE LIGHTS MOUNTED ON THE CAGE.

5	2	PMP2BKDGJ SOUND OFF SIGNAL 90 DEGREE DECK/GRILLE ADJUSTABLE BRACKET KIT FOR MPOWER® 4IN. FASCIA LIGHT W/ STUD MOUNT - BLACK	\$6.00	\$12.00 y
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6	2	EMPS2OOLW SOUND OFF SIGNAL EMPS2OOLW: 4" MPOWER FASCIA WITH QUICK MOUNT 12 LED 9-32 VOLT SAE WITH 1.5' PIGTAIL BLACK HOUSING WITH CLEAR LENS BLU/AMB	\$98.00	\$196.00 y
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2) FOR TAG LIGHTS

Q#QE046346

SIREN & SPEAKER

7	1	ETSA482RSP SOUND OFF SIGNAL NERGY® 400 SERIES REMOTE SIREN W/ BUTTON CONTROL, 10-16V - FOR TWO 100 WATT SPEAKERS	\$513.50	\$513.50 y
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8	2	ETSS100N SOUND OFF SIGNAL 100N SERIES COMPOSITE SPEAKER W/ UNIVERSAL BAIL BRACKET - 100 WATT	\$173.50	\$347.00 y
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JOTTO CONSOLE

9	1	425-6485 JOTTO DESK CHARGER 16+ IPBCC CONSOLE (15" FP)	\$343.64	\$343.64 y
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ITEMS GOING INTO CONSOLE
APX 6500 REMOTE HEAD RADIO
SOUND OFF REMOTE HEAD SIREN

10	1	425-3704 JOTTO DESK DUAL ABS CUP HOLDER (INTERNALLY MOUNTED)	\$37.62	\$37.62 y
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11	1	425-6411 JOTTO DESK ARMREST - ADJUSTABLE (4.125" X 9" X 11")	\$83.92	\$83.92 y
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CONTINUED NEXT PAGE.....

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Make	Model	Year	VIN	Stock / Unit#	Tag#
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DODGE CHARGER 2019

Line	Qty	Description	Unit Price	Ext. Price
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PRISONER PACKAGE

12	1	475-0818 JOTTO DESK CHARGER 11+, PRISONER PACKAGE - VP9 SC - HIGH SECURITY HIGH VISIBILITY THIS DODGE CHARGER (2011+) PRISONER PACKAGE INCLUDES: 1. SPACE CREATOR VEHICLE PARTITION FEATURING THE BIDIRECTIONAL RECESSED HOUSING (U.S. PATENT NO. 8,690,216) 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	\$1,374.56	\$1,374.56 y
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GUN RACK

13	1	475-2001 JOTTO DESK GR3-AR BLM-870-XTRD VP3/8/9 HOOK GUN LOCK UP TO THE BOTTOM RIGHT BUTTEN ON THR SIREN	\$280.00	\$280.00 y
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TRUNK TRAY

14	1	425-3759 JOTTO DESK FULL SIZE SPARE RELOCATION KIT - CHARGER 11+	\$34.72	\$34.72 y
15	1	425-8103 JOTTO DESK TRUNK TRAY CHARGER 11+	\$319.05	\$319.05 y

BUMPER

16	1	36-2035 WESTIN AUTOMOTIVE PRODUCTS WESTIN, PRODUCT: PUSH BUMPER ELITE, DESCRIPTION: CHARGER PURSUIT 2011-2018, FINISH/COLOR: BLACK, MAKE: DODGE	\$307.81	\$307.81 y
17	1	36-6005S2 WESTIN AUTOMOTIVE PRODUCTS WESTIN, PRODUCT: ELITE 23.5" 2 LIGHT CHANNEL, DESCRIPTION: PUSH BUMPER LIGHT CHANNEL 23.5 INCH SOUNDOFF, 2 HOLE, FINISH/COLOR: BLACK, MAKE: ALL	\$28.60	\$28.60 y

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Make	Model	Year	VIN	Stock / Unit#	Tag#
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DODGE CHARGER 2019

Line	Qty	Description	Unit Price	Ext. Price
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DECAL

18	1	DECAL-FULL KIT VEHICLE DECAL KIT <i>ALL DECAL WORK IS ESTIMATED ONLY UNTIL SPECIFICATIONS RECEIVED ON VEHICLE MAKE, MODEL, DECAL DESIGN AND MATERIALS</i>	GLOBAL \$440.00	\$440.00 y
19	2	LABOR-DECALS DECAL INSTALLATION OR REMOVAL CHARGES	GLOBAL \$80.00	\$160.00 n

MISC. ITEMS

20	1	TSH900 TSH-900M: ALL IN ONE ANTENNA.	ROK BROTHERS INC. \$295.00	\$295.00 y
21	1	75812 STINGER DS LED - 12V DC STEADY CHARGE (NICD) 12X11.5X9.5	SREAMLIGHT \$118.55	\$118.55 y
22	1	CG-X CHRGGRD,UNV,CNTRLMDL,	HAVIS \$69.30	\$69.30 y
23	1	INSTALL SUPPLIES INSTALLATION SUPPLIES	GLOBAL \$150.00	\$150.00 y
24	22	LABOR-INSTALLATION LABOR PER HOUR FOR VEHICLE UPFITTING	GLOBAL \$80.00	\$1,760.00 n

CUSTOMERS ITEMS

RADIO
MOTOROLA APX 6500 REMOTE
COMPUTER MOUNT
PRINTER
SCANNER
KUSTOM RADAR
AXON CAMERA

VEHICLE TRANSPORT

25	1	TRANSPORT VEHICLE TRANSPORT PER VEHICLE	GLOBAL \$200.00	\$200.00 y
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Make	Model	Year	VIN	Stock / Unit#	Tag#
DODGE	CHARGER	2019			

Line	Qty	Description	Unit Price	Ext. Price
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Please contact me if I can be of further assistance.

SubTotal	\$9,431.27
Tax	\$600.90
Shipping	\$0.00
Total	\$10,032.17

Accepted By: _____

Date: _____

X _____

Email signed quote or purchase order to sales@globalpublicsafety.us
or fax to 443-557-0201

Quotes are valid for 180 days, unless otherwise noted above; Tax, if applicable, may not be included; Vehicles will be invoiced within 15 days of completion, whether or not picked up; Not responsible for lost items; All parts de-installed or removed from vehicle must be collected upon job completion. Items not picked up will be recycled or shipped at your expense. Arrangements for packaging and shipping must be arranged at time of order. Handling charges apply; Any ordered items not purchased or returned must be in new condition with all original accessories and packaging and may incur a resocking fee. Fee and return approval is determined by the manufacturer of the product. No returns on special orders.



GLOBAL Public Safety, LLC
 7020 Dorsey Rd Ste C, Hanover MD 21076
 130 Old Airport Rd, Roebuck SC 29376
 2780 Commerce Dr Ste 300, Middletown PA 17057
 5 Executive Dr, Hudson NH 03051
 1000-1010 Main St, Holyoke, MA 01040
 4105 34th St. Ste B, Orlando, FL 32811
 3161 Fairlane Farms Rd Ste 7, Wellington, FL 33414
 115 Carpet Rd, Statesville, NC 28625

QUOTE

Number **BAUQ28064**

Date **Jan 17, 2020**

VALID THRU: 7/15/2020

Quote For	Ship To	Your Account Manager
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GOOSE CREEK POLICE DEPARTMENT
 JOSHUA BATTISTA
 519 N GOOSE CREEK BVD.
 GOOSE CREEK, SC 29445
 UNITED STATES

Phone 8843-863-5200
 Fax 843-863-5203
 Email jbattista@cityofgoosecreek.com

GLOBAL PUBLIC SAFETY - ROEBUCK
 Roebuck Install Shop
 130 OLD AIRPORT RD
 ROEBUCK, SC 29376
 UNITED STATES

Phone 18645879821
 Fax
 Email

Charles David Wilson

864-587-9821 ext 351
cdauid.wilson@globalpublicsafety.us

Here is the quote you requested.

Bill to: GOOSE CREEK POLICE DEPARTMENT jbattista@cityofgoosecreek.com

Terms	P.O. Number	Ship Via	Contract Reference
NET 30	PLEASE ADD	CUSTOMER DLVRS	

Make	Model	Year	VIN	Stock / Unit#	Tag#
DODGE	CHARGER	2019			

Line	Qty	Description	Unit Price	Ext. Price
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SLICK TOP UMAKED 2020 DODGE CHARGER WITH CAGE

SOUND OFF LIGHTING

1	1	ENFWBF (12 LED) SOUND OFF SIGNAL NFORCE® 8 MODULE INTERIOR WINDSHIELD LIGHTBAR, FULL 1 PIECE OR SPLIT 2 PIECE SHROUD, 12 LEDS- DUAL COLOR BLUE/WHITE FOR THE FRONT WINDOW SOS QE036142 <i>THESE CONFIGURATOR MODEL NUMBERS ARE NOT ACTUAL PART NUMBERS AND SHOULD NOT BE USED ON YOUR PURCHASE ORDER.</i>	\$847.50	\$847.50 y
2	1	ENFWBRF (12 LED) SOUND OFF SIGNAL NFORCE® 8 MODULE INTERIOR REAR DECK LIGHTBAR, FULL 1 PIECE SHROUD, 12 LEDS - DUAL COLOR BLUE/AMBER FOR THE REAR WINDOW SOS QE036142 <i>THESE CONFIGURATOR MODEL NUMBERS ARE NOT ACTUAL PART NUMBERS AND SHOULD NOT BE USED ON YOUR PURCHASE ORDER.</i>	\$847.50	\$847.50 y
3	2	ENFRMS3E SOUND OFF SIGNAL 12 LED REPLACEMENT WARNING MODULE FOR NFORCE® PERIMETER LIGHTING, SAE CLASS 1, 10-16V, DUAL COLOR BLUE/WHITE FOR THE FRONT OF THE BUMPER	\$78.50	\$157.00 y

CONTINUED NEXT PAGE.....

Quotes are valid for 180 days, unless otherwise noted above; Tax, if applicable, may not be included; Vehicles will be invoiced within 15 days of completion, whether or not picked up; Not responsible for lost items. All parts de-installed or removed from vehicle must be collected upon job completion. Items not picked up will be recycled or shipped at your expense. Arrangements for packaging and shipping must be arranged at time of order. Handling charges apply; Any ordered items not purchased or returned must be in new condition with all original accessories and packaging and may incur a resocking fee. Fee and return approval is determined by the manufacturer of the product. No returns on special orders.

Make	Model	Year	VIN	Stock / Unit#	Tag#
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DODGE CHARGER 2019

Line	Qty	Description	Unit Price	Ext. Price
4	2	EMPS2QMS4E SOUND OFF SIGNAL MPOWER® 4IN. FASCIA LIGHT W/ QUICK MOUNT, 18IN. HARD WIRE W/ SYNC OPTION, SAE CLASS 1 & CA TITLE 13, 9-32 VDC, BLACK HOUSING, 12 LED, DUAL COLOR - BLUE/WHITE 2) FOR THE SIDE OF THE BUMPER	\$98.00	\$196.00 y
5	2	EMPS2STS4E SOUND OFF SIGNAL MPOWER® 4IN. FASCIA LIGHT W/ STUD MOUNT, 18IN. HARD WIRE W/ SYNC OPTION, SAE CLASS 1 & CA TITLE 13, 9-32 VDC, BLACK HOUSING, 12 LED, DUAL COLOR - BLUE/WHITE MOUNTED ON CAGE	\$98.00	\$196.00 y
6	2	PMP2BKDGAJ SOUND OFF SIGNAL 90 DEGREE DECK/GRILLE ADJUSTABLE BRACKET KIT FOR MPOWER® 4IN. FASCIA LIGHT W/ STUD MOUNT - BLACK	\$6.00	\$12.00 y
7	2	EMPS2OOLW SOUND OFF SIGNAL EMPS2OOLW: 4" MPOWER FASCIA WITH QUICK MOUNT 12 LED 9-32 VOLT SAE WITH 1.5' PIGTAIL BLACK HOUSING WITH CLEAR LENS BLU/AMB 2) FOR TAG LIGHTS Q#QE046346	\$98.00	\$196.00 y
8	2	ENT2B3E SOUND OFF SIGNAL INTERSECTOR UNDER MIRROR/SURFACE MOUNT LIGHT, 9-32 VDC, W/ 4-WEDGES, MOUNTING GASKET & HARDWARE, 18 LEDS, DUAL COLOR - BLUE/WHITE	\$149.00	\$298.00 y
9	1	PNT1CRV03 SOUND OFF SIGNAL CURVED SURFACE ADAPTORS FOR INTERSECTOR - 1-DRIVER & 1-PASSENGER W/ MOUNTING HARDWARE - DODGE CHARGER 2011 - 2017 SIREN & SPEAKER	\$6.00	\$6.00 y
10	1	ETSA482RSP SOUND OFF SIGNAL NERGY® 400 SERIES REMOTE SIREN W/ BUTTON CONTROL, 10-16V - FOR TWO 100 WATT SPEAKERS	\$513.50	\$513.50 y
11	2	ETSS100N SOUND OFF SIGNAL 100N SERIES COMPOSITE SPEAKER W/ UNIVERSAL BAIL BRACKET - 100 WATT	\$173.50	\$347.00 y

CONTINUED NEXT PAGE.....

Quotes are valid for 180 days, unless otherwise noted above; Tax, if applicable, may not be included; Vehicles will be invoiced within 15 days of completion, whether or not picked up; Not responsible for lost items; All parts de-installed or removed from vehicle must be collected upon job completion. Items not picked up will be recycled or shipped at your expense. Arrangements for packaging and shipping must be arranged at time of order. Handling charges apply; Any ordered items not purchased or returned must be in new condition with all original accessories and packaging and may incur a resocking fee. Fee and return approval is determined by the manufacturer of the product. No returns on special orders.

Make	Model	Year	VIN	Stock / Unit#	Tag#
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DODGE CHARGER 2019

Line	Qty	Description	Unit Price	Ext. Price
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JOTTO CONSOLE

12	1	425-6485 CHARGER 16+ IPBCC CONSOLE (15" FP)	JOTTO DESK \$343.64	\$343.64 y
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ITEMS GOING INTO CONSOLE
APX 6500 REMOTE HEAD RADIO
SOUND OFF REMOTE HEAD SIREN

13	1	425-3704 DUAL ABS CUP HOLDER (INTERNALLY MOUNTED)	JOTTO DESK \$37.62	\$37.62 y
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14	1	425-6411 ARMREST - ADJUSTABLE (4.125" X 9" X 11")	JOTTO DESK \$83.92	\$83.92 y
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PRISONER PACKAGE

15	1	475-0818 CHARGER 11+, PRISONER PACKAGE - VP9 SC - HIGH SECURITY HIGH VISIBILITY	JOTTO DESK \$1,374.56	\$1,374.56 y
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GUN RACK

16	1	475-2001 GR3-AR BLM-870-XTRD VP3/8/9	JOTTO DESK \$280.00	\$280.00 y
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TRUNK TRAY

17	1	425-3759 FULL SIZE SPARE RELOCATION KIT - CHARGER 11+	JOTTO DESK \$34.72	\$34.72 y
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18	1	425-8103 TRUNK TRAY CHARGER 11+	JOTTO DESK \$319.05	\$319.05 y
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BUMPER

19	1	36-2035 WESTIN AUTOMOTIVE PRODUCTS WESTIN, PRODUCT: PUSH BUMPER ELITE, DESCRIPTION: CHARGER PURSUIT 2011-2018, FINISH/COLOR: BLACK, MAKE: DODGE	\$307.81	\$307.81 y
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CONTINUED NEXT PAGE.....

Quotes are valid for 180 days, unless otherwise noted above; Tax, if applicable, may not be included; Vehicles will be invoiced within 15 days of completion, whether or not picked up; Not responsible for lost items; All parts de-installed or removed from vehicle must be collected upon job completion. Items not picked up will be recycled or shipped at your expense. Arrangements for packaging and shipping must be arranged at time of order. Handling charges apply; Any ordered items not purchased or returned must be in new condition with all original accessories and packaging and may incur a resocking fee. Fee and return approval is determined by the manufacturer of the product. No returns on special orders.

Make	Model	Year	VIN	Stock / Unit#	Tag#
DODGE	CHARGER	2019			

Line	Qty	Description	Unit Price	Ext. Price
20	1	36-6005S2 WESTIN AUTOMOTIVE PRODUCTS WESTIN, PRODUCT: ELITE 23.5" 2 LIGHT CHANNEL, DESCRIPTION: PUSH BUMPER LIGHT CHANNEL 23.5 INCH SOUNDOFF, 2 HOLE, FINISH/COLOR: BLACK, MAKE: ALL	\$28.60	\$28.60 y
MISC. ITEMS				
21	1	TSH-900M ROK BROTHERS TSH-900M: ALL IN ONE ANTENNA	\$295.00	\$295.00 y
22	1	75812 SREAMLIGHT STINGER DS LED - 12V DC STEADY CHARGE (NICD) 12X11.5X9.5	\$118.55	\$118.55 y
23	1	CG-X HAVIS CHRGGRD,UNV,CNTRLMDL,	\$69.30	\$69.30 y
24	1	INSTALL SUPPLIES GLOBAL INSTALLATION SUPPLIES	\$150.00	\$150.00 y
25	22	LABOR-INSTALLATION GLOBAL LABOR PER HOUR FOR VEHICLE UPFITTING	\$80.00	\$1,760.00 n

CUSTOMERS ITEMS

RADIO
MOTOROLA APX 6500 REMOTE
COMPUTER MOUNT
PRINTER
SCANNER
KUSTOM RADAR
AXON CAMERA

VEHICLE TRANSPORT

26	1	TRANSPORT GLOBAL VEHICLE TRANSPORT PER VEHICLE	\$200.00	\$200.00 y
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Please contact me if I can be of further assistance.

SubTotal	\$9,019.27
Tax	\$580.74
Shipping	\$0.00
Total	\$9,600.01

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LJ Roscoe

From: Joshua Battista
Sent: Friday, February 7, 2020 11:43 AM
To: LJ Roscoe
Subject: FW: Updated Vehicle Quotes

From: C. David Wilson <CDavid.Wilson@Globalpublicsafety.us>
To: Joshua Battista <JBattista@cityofgoosecreek.com>
Subject: Re: Updated Vehicle Quotes

[EXTERNAL SENDER]

No Sir I left it 2) out 2) USB's Off. They are \$70.00 each.

Yes Sir it will cost more to order it piece by piece.



David Wilson
SC Field Account Manager
Global Public Safety LLC
Direct: 864.587.9821 Ext. 351 Mobile: 864.828.3204
130 Old Airport Rd | Roebuck SC 29376
cdavid.wilson

From: Joshua Battista <JBattista@cityofgoosecreek.com>
Sent: Friday, January 17, 2020 4:32 PM
To: C. David Wilson <CDavid.Wilson@Globalpublicsafety.us>
Subject: Re: Updated Vehicle Quotes

Do these have that part from jotto with the two usb and I think two cigarette chargers versus the one we used to have with just the three cigarette chargers instead in the estimates?

Also was it cheaper to order the full jotto prisoner package vs using an old cage and ordering it piece by piece?



Jake Broom

CITY ADMINISTRATOR

519 N. GOOSE CREEK BOULEVARD
P.O DRAWER 1768
GOOSE CREEK, SC 29445-1768
TEL (843) 797-6220 EXT. 1115
FAX (843) 863-5208

TO: Mayor and City Council
DATE: February 7, 2020
SUBJECT: Request to Purchase – Police Department –
Vehicle Radios (x11)

Please find attached a request from the Police Chief to purchase 12 Motorola APX 4500 radios to be installed in the new police vehicles purchased this year.

Staff requests to purchase the vehicles from the state contract vendor, **Motorola Solutions (Radio Communications of Charleston, Goose Creek, S.C.)** for the total amount of \$38,122.56.

This purchase is included in the FY2020 Police Department Budget under line item *780-7826 – Small Equipment Purchases.*

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

Respectfully submitted,


Jake Broom
City Administrator



**Goose Creek
Police Department**

GOOSE CREEK, SC

519 N. GOOSE CREEK BOULEVARD

PO DRAWER 1768

GOOSE CREEK, SC 29445-1768

TEL: (843) 875-1700

GCRD@cityofgoosecreek.com

To: City Administrator Jake Broom

From: Lieutenant Joshua Battista

Via: Chief of Police LJ Roscoe

Via: Captain Dave Aarons

Subj: 2020 Police Vehicle Radios

Date: January 17, 2020

I am requesting permission to purchase twelve Motorola APX 4500 radios via South Carolina State Contract guidelines. These radios will be used in twelve new police vehicles that are being added to the fleet. The total price for the radios, programing, and accessories is \$38,122.56. This cost has been budgeted for in the 2020 Police Department budget under line item 780-7826 – Small Equipment Purchase.

Please see the attachment for further details on the above listed request. Thank you.



Quote Number: QU0000497122
 Effective: 14 JAN 2020
 Effective To: 14 MAR 2020

Bill-To:

GOOSE CREEK POLICE DEPT, CITY OF
 519 N GOOSE CREEK BLVD
 GOOSE CREEK, SC 29445
 United States

Ultimate Destination:

GOOSE CREEK POLICE DEPT, CITY OF
 519 N GOOSE CREEK BLVD
 GOOSE CREEK, SC 29445
 United States

Attention:

Name: Joshua Battista
Email: j battista@cityofgoosecreek.com
Phone: 843-863-5200

Sales Contact:

Name: Robert Hurst
Email: rhurst@firstpage.net
Phone: 8435534103

Contract Number: SC contract 4400021163
Freight terms: FOB Destination
Payment terms: CREDIT CARD PAY METHOD

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	12	M22URS9PW1AN	APX4500 7/800	\$1,564.00	\$1,126.08	\$13,512.96
1a	12	W432AG	ADD: AUXILARY SPKR 13W (3.2OHM)	\$71.50	\$51.48	\$617.76
1b	12	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-	-
1c	12	W22BA	ADD: STD PALM MICROPHONE APX	\$72.00	\$51.84	\$622.08
1d	12	G67CF	ADD:REMOTE MOUNT MID POWER	\$297.00	\$213.84	\$2,566.08
1e	12	GA00804AA	ADD: APX O2 CONTROL HEAD	\$492.00	\$354.24	\$4,250.88
1f	12	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
1g	12	G610AC	ADD: REMOTE MOUNT CBL 30 FEET	\$25.00	\$18.00	\$216.00
1h	12	G24AX	ADD: 3Y ESSENTIAL SERVICE	\$131.00	\$131.00	\$1,572.00
1i	12	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	\$1,570.00	\$1,130.40	\$13,564.80
2	1200	SVC03SVC0106D	PALMETTO INSTALL	\$1.00	\$1.00	\$1,200.00

Total Quote in USD \$38,122.56

- PO Issued to Motorola Solutions Inc. must:
- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
 - >Have a PO Number/Contract Number & Date
 - >Identify "Motorola Solutions Inc." as the Vendor
 - >Have Payment Terms or Contract Number
 - >Be issued in the Legal Entity's Name
 - >Include a Bill-To Address with a Contact Name and Phone Number
 - >Include a Ship-To Address with a Contact Name and Phone Number
 - >Include an Ultimate Address (only if different than the Ship-To)
 - >Be Greater than or Equal to the Value of the Order
 - >Be in a Non-Editable Format
 - >Identify Tax Exemption Status (where applicable)
 - >Include a Signature (as Required)



Jake Broom

CITY ADMINISTRATOR

519 N. GOOSE CREEK BOULEVARD
P.O. DRAWER 1768
GOOSE CREEK, SC 29445-1768
TEL (843) 797-6220 EXT. 1115
FAX (843) 863-5208

TO: Mayor and City Council
DATE: February 7, 2020
SUBJECT: Request to Purchase – Fire Department – Nissan
Rogue Vehicles (x2)

Please find attached a request from the Fire Chief to purchase two 2020 Nissan Rogue mid-size SUVs to be utilized by building inspectors.

Staff requests to purchase the vehicles from the state contract vendor, **Hudson Nissan (Charleston, S.C.)** for the total amount of \$38,704.00.

This purchase is included in the FY2020 Fire Department Budget under line item *800-8065 –Vehicles.*

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

Respectfully submitted,


Jake Broom
City Administrator



FIRE DEPARTMENT

STEVE CHAPMAN
Chief

TO: Jake Broom, City Administrator

FROM: Steve Chapman, Fire Chief

DATE: January 24, 2020

SUBJECT: Request to Purchase – Building Inspectors Vehicles

The Fire Department is requesting permission to purchase (2) two 2020 Nissan Rogue vehicles to serve as vehicles for Building Inspection Department. The Nissan Rogue is a mid-size SUV suitable for the work performed by the Inspection Department and is available on the competitively bid State Contract, SC Contract # 4400022503.

I am requesting to purchase the vehicles from the State Contract Supplier Hudson Nissan of Charleston for the price of \$38,704.00. (\$19,352.00 each).

This is a budgeted expenditure in the 2020 Fire Department budget.

Please let me know if you need any further information.

Respectfully Submitted,

Steve Chapman
Fire Chief



CONDITIONAL SALES AGREEMENT

**Hudson Charleston
Nissan West Ashley**

Deal #:
1714 Savannah Highway
CHARLESTON, SC 29407
(843) 571-2810

PROSPECT #	_____
STOCK #	_____
SALESMAN	Stephen Hardman
DATE SOLD	01/22/2020 SP # 160

PURCHASER'S NAME City of Goose Creek Fire Dept		DRIVERS LICENSE #	SOCIAL SECURITY #	DATE OF BIRTH
CO-PURCHASER'S NAME		DRIVERS LICENSE #	SOCIAL SECURITY #	DATE OF BIRTH
ADDRESS PO Drawer 1768		EMAIL schapman@cityofgoosecreek.com	SOURCE OF CUSTOMER Commercial Vehicle Sales	
CITY GOOSE CREEK	STATE SC	COUNTY BERKELEY	ZIP 29445	HOME PHONE _____
WORK PHONE (843) 553-8350		PLEASE ENTER <input checked="" type="checkbox"/> NEW <input type="checkbox"/> CAR CHECK HERE <input type="checkbox"/> IF THIS VEHICLE WAS PREVIOUSLY USED AS A DEMONSTRATOR		
MY OFFER FOR <input type="checkbox"/> USED <input type="checkbox"/> TRUCK CHECK HERE <input type="checkbox"/> IF THIS VEHICLE WAS PREVIOUSLY USED FOR RENTAL OR HIRE				

VEHICLE PURCHASED											
SERIAL NO.											
YEAR	2020	COLOR									
MAKE	Nissan	TRIM S 4dr Front-wheel Drive									
MODEL	Rogue	MILES									
BODY TYPE		MODEL #									
USED VEHICLE TRADE-IN UNIT #1											
SERIAL NO.											
YEAR		COLOR									
MAKE		TRIM									
MODEL		MILES									
BODY TYPE		MODEL #									
BALANCE OWED TO											
ADDRESS	ACCT #										
BALANCE OWED	\$0.00	GOOD THROUGH									
USED VEHICLE TRADE-IN UNIT #2											
SERIAL NO.											
YEAR		COLOR									
MAKE		TRIM									
MODEL		MILES									
BODY TYPE		MODEL #									
BALANCE OWED TO											
ADDRESS	ACCT #										
BALANCE OWED	\$	GOOD THROUGH									

LIST PRICE†	23,852.00
DISCOUNT	
MANUFACTURERS REBATE(S)	5,000.00
PURCHASE PRICE	18,852.00
ESTIMATED TAG FEES () New () Transfer	
ELECTRONIC TAG & REGISTRATION FEES	
MOTOR VEHICLE CLOSING FEE	
IMF	500.00
TOTAL PURCHASE PRICE	19,352.00
WARRANTIES	
GAP	
TRADE ALLOWANCE	
TRADE PAYOFF AMOUNT	
TRADE EQUITY	
TOTAL CASH DOWN	
BALANCE DUE ON DELIVERY	19,352.00
LIENHOLDER:	

FAILURE TO OBTAIN FINANCING: Dealer is not obligated to sell under this Conditional Sales Agreement unless financing is approved by a lending institution satisfactory to Dealer at Dealer's sole discretion (or until Purchaser pays the Balance Due After Trade-in or Down Payment to Dealer in cash). If approval of financing is not obtained or Purchaser does not pay the balance shown on the front to Dealer in cash within seven (7) days from the date of this agreement, the Purchaser shall return the vehicle delivered to purchaser under this Conditional Sales Agreement and Dealer shall return to Purchaser any trade-in vehicle and/or deposit or down payment constituting a part of the consideration for this Conditional Sales Agreement, less Dealer's expenses and/or damages, including but not limited to repair of any physical damage to the vehicle, \$1.00 per mile in excess of 25 miles per day or 150 miles, whichever is less, reasonable attorney fees and costs associated with enforcing this agreement, plus any other incidental and consequential damages Dealer suffers as a result of the failure to obtain approval of financing or payment of the balance shown on the front. If the trade-in has been sold by Dealer, then Purchaser shall be entitled to reimbursement of the actual cash value of the trade-in vehicle, less the expenses and/or damages described above, regardless of the amount of any trade allowance and/or discount allowed by Dealer. Purchaser agrees to indemnify and save Dealer harmless from liability for any and all debts, obligations, damages, claims, demands, actions, suits, proceedings or judgments of any kind or nature, arising directly or indirectly from, as a result of, or otherwise connected with this Conditional Sales Agreement or Purchaser's possession of the motor vehicle, as well as from the costs, including reasonable attorney fees, of defending against them. Purchaser shall maintain in full force and effect insurance to cover damage to the motor vehicle and liability arising from the operation of the same.

*** SETTLEMENT & DELIVERY FEES ***

THIS CHARGE REPRESENTS COST AND PROFITS TO THE SELLER/DEALER FOR ITEMS SUCH AS, BUT NOT LIMITED TO, INSPECTING, SERVICING, AND PREPARING DOCUMENTS RELATED TO THE SALE.

"AS IS"

Any warranties on the product sold hereby are those made by the manufacturer. The seller, hereby, expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said product.

The terms on the back of this document are incorporated herein by references as if fully set forth on the front of this agreement and are legally binding on all parties hereto.

†Includes Hudson Extra Advantage Price of \$595.

It is expressly understood and agreed to by and between the parties hereto that this is an offer to purchase by the Purchaser, and is not an offer to sell by Hudson Charleston Nissan West Ashley and further, that this offer to purchaser does not become a binding contract on the parties hereto until accepted in writing by an authorized officer of Hudson Charleston Nissan West Ashley.

Except as set forth herein, this CONDITIONAL SALES AGREEMENT constitutes the entire agreement between PURCHASER and Hudson Charleston Nissan West Ashley

_____ PURCHASER	_____
_____ PURCHASER	_____
_____ ACCEPTED BY	_____ DATE

Nissan Rogue





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

Jake Broom

CITY ADMINISTRATOR

519 N. GOOSE CREEK BOULEVARD
P.O. DRAWER 1768
GOOSE CREEK, SC 29445-1768
TEL (843) 797-6220 EXT. 1115
FAX (843) 863-5208

TO: Mayor and City Council
DATE: February 7, 2020
SUBJECT: Request to Purchase – Fire Department –
Ford F-250 Truck

Please find attached a request from the Fire Chief to purchase one 2020 Ford F-250 pickup truck to be utilized by the Battalion Chief of Training.

The truck will be used to transport large training equipment from station to station for on-site training.

Staff requests to purchase the vehicle from the state contract vendor, **Vic Bailey Ford (Lexington, S.C.)** for the total amount of \$37,979.00.

This purchase is included in the FY2020 Fire Department Budget under line item *800-8065 –Vehicles*.

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

Respectfully submitted,


Jake Broom
City Administrator



FIRE DEPARTMENT

STEVE CHAPMAN
Chief

TO: Jake Broom, City Administrator

FROM: Steve Chapman, Fire Chief

DATE: January 24, 2020

SUBJECT: Request to Purchase – Battalion Chief of Training Vehicle

The Fire Department is requesting permission to purchase (1) one 2020 Ford F250 Super Duty Pick Up Truck to serve as the vehicle for the newly created positions of Fire Department Battalion Chief of Training. The choice of a pick-up truck for this position will allow the user to move items from station to station and to and from training grounds that are contaminated with byproducts of live fires and should not be carried in the passenger compartment of a vehicle. This vehicle is available on the competitively bid State Contract, SC Contract # 4400022492 from the SC Materials Management Office.

I am requesting to purchase the vehicle from the State Contract Supplier Vic Bailey Ford of Lexington, SC for the price of \$37,979.00.

This is a budgeted expenditure in the 2020 Fire Department budget.

Please let me know if you need any further information.

Respectfully Submitted,

Steve Chapman
Fire Chief



VIC BAILEY FORD				
David Vetter 864.585.3600 or 800.922.1365				
2020 FORD F250				
PU -7: Truck, Pick Up, 4x2, 3/4 Ton, Crew Cab, 6.75' Body				
Contract #: 4400022492				
Standard Equipment Included:				
6.2L V-8 Engine	Power Steering			
Automatic Transmission	Power Brakes			
A/C	Power Windows and Door Locks			
AM/ FM Radio	Vinyl 40/20/40 Bench Seat			
160" Wheel Base 6.75' Bed	Heavy Duty Vinyl Floor			
Cruise Control				
SC STATE CONTRACT PRICE:				\$26,927.00
F250 Crew Cab 4x4 6.75' Bed				\$3,316.00
XLT Upgrade for Crew Cab Models				\$4,857.00
D4 Rapid Red Metallic Paint				\$396.00
TCD LT265/70R17 All Terrain Tires				\$461.00
18B Factory Installed Cab Steps (Super Cab and Crew Cab)				\$445.00
41P Skid Plate Package (4x4 Only)				\$103.00
85G Tailgate Step				\$380.00
61N Wheel Well Liner - Front and Rear				\$326.00
61S/ Front and Rear Splash Guards				\$131.00
924/ Privacy Glass				\$91.00
942 Daytime Running Lights				\$46.00
Sales Tax/IMF				\$500.00
TOTAL SC STATE CONTRACT PRICE:				\$37,979.00
After Market Installed Options:				
Bedliner (Drop-In)				\$259.00
Bedliner (Spray-In)				\$450.00
Bed Mat				\$195.00
Fiberglass Camper Top w/ Side and Rear Door Glass				\$1,850.00
Fiberglass Bed Cover (Tonneau Cover)				\$1,450.00
Warn 12000lb Winch & Black Grill Guard				\$2,162.00
Warn Brush Guard for Winch				\$400.00
2" Ball, Receiver Tube and Pin for Frame Mounted Hitch				\$45.00
3 - Ball Hitch				\$125.00
Combo Ball and Pintle Hook				\$165.00
Adrian Single Lid Cross Box				\$695.00
Adrian Cross Box & Side Mounted Tool Boxes				\$1,985.00
4-Corner Flashing Strobe System (LED Lights)				\$595.00
LED Mini-Light Bar (Amber/Clear) Roof Mounted w/ 4-Corner LED Strobes				\$925.00
Decals and Markings				Call for Pricing
Adrian Steel SB Series Cab Over Ladder Rack (Painted Black)				\$1,150.00
FMVSS Safety Kit (Fire Ext., Triangle and First Aid Kit)				\$95.00
1000lb Tommy Gate Installed				\$2,495.00
1300lb Tommy Gate Installed				\$2,695.00



Jake Broom

CITY ADMINISTRATOR

519 N. GOOSE CREEK BOULEVARD

P.O. DRAWER 1768

GOOSE CREEK, SC 29445-1768

TEL (843) 797-6220 EXT. 1115

FAX (843) 863-5208

TO: Mayor and City Council
DATE: February 7, 2020
SUBJECT: Request to Purchase – Department of Public Works – Sanitation Trucks (x3)

Please find attached a request and supporting documentation from the Director of Public Works regarding the purchase of three rear-loading, tandem axle, heavy duty refuse collection vehicles with a minimum 30 cubic yard packer capacity.

Staff requests to purchase the trucks, Loadmaster Excel S 31 Cubic Yard / 2021 International HV607 SBA Rear-Loading Sanitation Collection Vehicles, from the low bidder, **Carolina International Trucks (Charleston, S.C.)** for \$474,804.57.

Staff also solicited bids to finance the trucks for five years to all local banks and two financing companies we have utilized in the past. Staff request to finance the purchase using the low bidder, **BB&T (Truist Bank)** at a rate of **2.05%**.

This purchase is included in the FY2020 Sanitation Budget under line items 780-7814 – *Debt Retirement – Sanitation Trucks* and 840-8401 – *Debt Retirement – Interest*.

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

Respectfully submitted,

Jake Broom
City Administrator



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

Chuck Denson
DIRECTOR
DEPARTMENT OF PUBLIC WORKS

200 BUTTON HALL AVENUE
P.O. DRAWER 1768
GOOSE CREEK, SC 29445-1768
TEL (843) 824-2200
FAX (843) 863-5218

Memorandum

Date: 3 January 2020

To: Jake Broom, City Administrator

From: Chuck Denson, Director of Public Works



Re: Request to Purchase – Sanitation Vehicles

The City of Goose Creek Department of Public Works has solicited and received proposals from qualified vendors for the purchase of three (3) Rear-Loading, Tandem Axle, Heavy Duty Refuse Collection Vehicles with a minimum Thirty (30) Cubic Yard Packer Capacity. These vehicles are to be used for the collection of household refuse and yard debris and will replace three existing trucks that have exceeded their useful life.

Four proposals were received from six vendors.

Attached for your review is the Sanitation Vehicle Proposal Comparison, an evaluation of each individual proposal, and a copy of the recommended proposal.

Carolina International Trucks of Columbia, SC has provided a proposal for the Loadmaster Excel S 31 Cubic Yard packer mounted on a 2021 International HV607 SBA truck chassis (Proposal #1). This vehicle package was the lowest option before upgrading the tippers and camera package

- The Loadmaster Excel S 31 Cubic Yard packer body includes a five-year warranty on hydraulic cylinders.
- The Loadmaster Excel S 31 Cubic Yard packer has thicker metal in critical areas of the packer body sides, floor and hopper.
- The Loadmaster Excel S 31 Cubic Yard packer repair facility is in Columbia, SC versus going to Easley, SC for Pak-Mor Warranty repairs.
- Both the International and Freightliner chassis bodies have local repair facilities.
- All of our trucks presently use the Barker Rotary Lift HB25N tippers and a spare tipper is kept in inventory to allow expeditious repairs.

- The upgraded camera system will match the other truck systems allowing interchangeability of monitors, cables and cameras, minimizing inventory needs.

Therefore, I recommend the purchase of three (3) **Loadmaster Excel S 31 Cubic Yard / 2021 International HV607 SBA Rear-Loading Sanitation Collection Vehicles** provided by **Carolina International Trucks** at a base price of \$467,379.57 (including tax) plus an upgrade to rotary cart tippers and DVR cameras (add \$8,175.00) for a total cost of **\$474,804.57**. The 2020 Sanitation Division Budget includes authorization for the lease/purchase of three replacement sanitation collection vehicles to be financed for a period of five years.

Favorable consideration of this request will be greatly appreciated. Please contact me at your convenience should you have questions or require additional information.

Attachments

2017 Sanitation Vehicle Proposal Comparison

Proposal #	1	2	3	4
Vendor	Carolina International Trucks	Carolina International Trucks	Nu-Life Environmental, Inc	Triple T Freightliner
Packer Manufacturer	1. Lippert	2. Palfinger	3. Palfinger	4. Lippert
Packer Size	1100	1200	1200	1200
Truck Manufacturer	1. International 4400	2. International 4400	3. Freightliner M2-106	4. Freightliner M2-106
ENGINE				
1 Diesel 330 HP @ 2200 rpm, capable of 860 ft. lbs. of torque at 1440 rpm	X	X	X	X
2 Heavy Duty Fan and Radiator	X	X	X	X
3 Vertical Exhaust w/ Rain Cap	X	X	No rain cap, comes with curved turn out	No rain cap, comes with curved turn out
4 Heavy Duty Air Cleaner	X	X	X	X
5 Alternator - 100 amp min.	X	X	X	X
TRANSMISSION				
1 Allison World Transmission 3000 RDS (6-speed) Automatic	X	X	X	X
2 Hot Shift Power Take Off with Electronic Overspeed Control	X	X	X	X
CHASSIS				
1 62,000 lbs. GVW	X	X	X	X
2 260" Wheelbase			259"	277"
3 Cab to axle compatible with body, approx. 186" cab to axle approx. 97" axle to frame	X	X	X	X
4 110,000 psi Heat Treated Alloy Steel Frame, 15.9 Section Modulus	X	X	X	X
5 Two (2) Front Tow Hooks, Frame Mounted	X	X	X	X
6 Power Steering, Full Hydraulic.	X	X	X	X
7 Lights to meet all Federal and State regulations	X	X	X	X
8 Eighty (80) U.S. Gallon Fuel Tank, Right Side Mounted	80 Gal Left mount	80 Gal Left mount	X	80 GAL Left Mount
9 Chassis Mounted Tool Box	X	X	X	X
10 Back-up Alarm	X	X	X	X
FRONT AXLE AND SUSPENSION				
1 Certified Front Axle Rating of 16,000 lbs.	X	X	X	X
2 Front Springs - 8,000 lbs. per side at ground	X	X	X	X
3 Front Shock Absorbers	X	X	X	X
REAR AXLE AND SUSPENSION				
1 Certified Rear Axle Rating of 46,000 lbs.	X	X	X	X
2 Rear Tandem Suspension 40,000 lb. Capacity with Brass Bushings	46,000 lb.	46,000 lb.	46,000 lb	46,000 LBS
BRAKES, WHEELS AND TIRES				
1 WABCO Air Brake Sys. with Heated Air Dryer and Automatic Moisture Ejectors on All Tanks	X	X	X	X

2017 Sanitation Vehicle Proposal Comparison

Vendor	Carolina International Trucks	Carolina International Trucks	Nu-Life Environmental, Inc	Triple T Freightliner
Packer Manufacturer	Carolina International Trucks	Carolina International Trucks	Nu-Life Environmental, Inc	Triple T Freightliner
Packer Size	30 CY	30 CY	30 CY	31 CY
Truck Manufacturer	Carolina International Trucks	Carolina International Trucks	Nu-Life Environmental, Inc	Triple T Freightliner
2 Front: 9.00" x 22.5" Hub Piloted Disc Wheels	X	X	X	X
3 Rear: 8.25" x 22.5" Hub Piloted Disc Wheels	9"	9"	X	9"
4 315/80R22.5 Ply Steel Belted Radial Tires, Front & Rear	X	X	X	X
CAB				
1 Conventional	X	X	X	X
2 Gauges: Speedometer, Tachometer, Air, Oil, Coolant, Temp., Fuel; Electronic Driver Display with Odometer/Trip/ Hour/Diagnostic/Voltage Indicators	X	X	X	X
3 Dual 7x16 West Coast Mirrors with Dual 8" Mounted Convex Spot Mirrors	X	X	X	X
4 Dual Windshield Wipers and Washer - Electric, Intermittent	X	X	X	X
5 Adjustable Side Windows with Lock	N/A	N/A	X	X
6 Noise Control Insulation Meeting All Applicable Federal Requirements	X	X	X	X
7 Cab Entry Handles	X	X	X	X
8 Easy Entry and Egress to Cab - first entry step not to be higher than 14" from ground	X	X	X	X
9 Air Suspension Driver Seat- High Back, Vinyl	X	X	X	X
10 Two Man Passenger Seat with Under Seat Storage - Low Back, Vinyl	X	X	X	X
11 Lap and Shoulder Belts	X	X	X	X
12 Cab Interior to be gray in color	X	X	X	X
13 Cab Dome Light	X	X	X	X
14 Air Horns	X	X	X	X
15 Air Conditioner with Integral Heater and Defroster	X	X	X	X
16 AM/FM Radio	X	X	X	X
PAINT				
1 Cab: White	X	X	X	X
2 Frame: Black	X	X	X	X
PACKER BODY				
1 Rear Loading, High Performance Heavy Duty	X	X	X	X
2 Min. of 30 cubic yard capacity	X	X	X	X
3 Length - 324" Max.	351" (31yd)	308" (B model) 304" (C model)	308" (B model) 304" (C model)	351"
4 Width - 96" Max.	X	X	X	X
5 Height Above Frame -				

2017 Sanitation Vehicle Proposal Comparison

Vendor	Carolina International Trucks	Carolina International Trucks	Nu-Life Environmental, Inc	Triple T Freightliner
Packer Manufacturer				
Packer Size				
Truck Manufacturer				
100.5" Max.	X	X	X	X
6 Weight - 13,040 lbs. Max.	17200 LBS	13,040 (B Model) 13,790 (C Model)	13,040 (B Model) 13,790 (C Model)	17,200 LBS
7 Hopper Loading Width - 75" Min.	X	X	X	X
8 Hopper Capacity - 2.8 cubic yard min.	X	X	X	X
<u>PACKER CONSTRUCTION</u>				
1 Min. 50,000 psi Steel	X	X	X	X
2 Roof - 11 Gauge Steel, Min.	8GA X	11 GA (B model) 10 GA (C model)	11 GA (B model) 10 GA (C model)	8GA X
3 Sides - 8 Gauge Steel, Min.	X	11 GA (B model) 10 GA (C model)	11 GA (B model) 10 GA (C model)	X
4 Ejector Panel - 11 Gauge Steel, Min.	10GA	10GA	10GA	10GA
5 Floor - 7 Gauge Steel, Min.	1/4"	1/4"	1/4"	1/4"
6 Packer Plate - 1/4" Plate, Min.	X	X	X	X
7 Hopper Floor - 1/4" Plate, Min.	X	X	X	X
8 Hopper Sides - 3/16" Plate, Min.	X	X	X	X
<u>PACKER HYDRAULICS</u>				
1 50 U.S. Gallon Baffled Reservoir, Min.- Chassis Mounted with Sight Glass	X	X	X	X
2 42 GPM Pump, Minimum - Gear Type, Close Coupled to PTO (no drive line)	X	48 GPM	48 GPM	X
3 2,000 psi Operating Pressure, Max.	2950 psi	X	X	2950 psi
4 Filter Capacity 50 GPM Full-Flow, Min.	X	X	X	X
5 Steel Reinforced Hoses with Burst Ratio of 4 to 1 Working Pressure	X	X	X	X
6 Hopper Complete Cycle Time- 25 Seconds, Max.	X	X	X	X
7 Hydraulic Cylinders - 5" Min. Diameter Pack and Sweep	X	X	X	X
8 Ejector Cylinder - Double Action, Telescopic - must travel through full extension and retraction within 30 seconds	X	X	X	X
9 Tailgate Lift Cylinder - 3.5" Diameter, Min.	X	X	X	X
10 All Hydraulic Cylinder Rods to Chrome Plated	X	X	X	X
11 All Hydraulic Cylinders shall have a Full Five (5) Year Warranty	X	X	X	X
<u>PACKER CONTROLS</u>				
1 Located Curbside at Tailgate for Packer and Street Side at Front for Ejector	X	X	X	X

2017 Sanitation Vehicle Proposal Comparison

Vendor	Carolina International Trucks	Carolina International Trucks	Nu-Life Environmental, Inc	Triple T Freightliner
Packer Manufacturer				
Packer Size				
Truck Manufacturer				
2 Provide for Automatic Acceleration of Engine to Proper RPM from Tailgate and Manual Throttle at Street Side for Ejection	X	X	X	X
3 Levers to be Positive Action Type	X	X	X	X
PACKER ASSESORIES				
1 Non-skid Corner Steps - Both Sides of Packer	X	X	X	X
2 Packer Color - Painted White to Match Cab Color, Min. of One (1) Coat of Primer and Two (2) Coats of Acylic Enamel Paint with Hardener	X	X	X	X
3 Two (2) Hopper Work Lights	X	X	X	X
4 360 degree Camera Sys. w/ single rear vision camera	X	X	X	X
5 Strobe Light	X	X	X	X
6 Rear to Cab Buzzer	X	X	X	X
Cart Dumping System - Two Independent Tipppers Capable of Handling Two (2) Standard Residential Roll Carts Simultaneously	X	X	X	X
ADDITIONAL ITEMS TO BE INCLUDED				
1 Factory Mounting		X	X	
2 Hydraulic Oil Shut-Off		X	X	
3 One Year Warranty		X	X	
4 Freight		X	X	
2021 Navistar HV607 W/Amick Excel Packer	\$ 465,879.57			
2021 Navistar HV607 w/Nulife PackMor		\$ 468,896.94		
2020/2021 Freightliner M2-106 W/Pak-Mor 230B/230C			\$ 469,989.00	
2021 Freightliner M2106 W/Loadmaster Body				\$ 480,029.10
Sales Tax	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
PROPOSAL PRICE	\$467,379.57	\$470,396.94	\$471,489.00	\$481,529.10
PER TRUCK	\$155,793.19	\$156,798.98	\$157,163.00	\$160,509.70
5-yr Cylinder Warranty w/ Barker Rotary Lift HB25N	included \$ 5,355.00	-	-	included \$ 5,355.00
Roof Tube Protectors	\$ 750.00	N/A not available	N/A not available	\$ 750.00
DVR for camera system	\$ 2,070.00	included	included	\$ 2,070.00
	\$ 8,175.00			
Proposal PRICE	\$474,804.57	\$470,396.94	\$471,489.00	\$488,954.10
PER TRUCK	\$158,268.19	\$156,798.98	\$157,163.00	\$162,984.70



**THE CITY OF
GOOSE CREEK**

BERKELEY CO. EST. 1961 SO. CAROLINA

Gregory S. Habib
MAYOR

Debra Green-Fletcher
Kevin M. Condon
Corey D. McClary
Jerry Tekac
Gayla S.L. McSwain
Christopher Harmon
CITY COUNCIL

Jake Broom
CITY ADMINISTRATOR

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

MEMORANDUM

TO: Jake Broom, City Administrator
FROM: Tyler Howanyk, Finance Director
DATE: February 7, 2020
SUBJECT: Request to enter into finance agreement for the purchase of three (3) rear loading sanitation trucks.

A Request for Proposal (RFP) for the financing of three rear loading sanitation trucks was sent to every local bank in the City of Goose Creek as well as two finance companies that the City currently uses for equipment financing needs.

The RFP was for financing in an amount of \$475,000 for a five-year term, with principal and interest payments made quarterly.

Two (2) proposals were returned to the City and are summarized below. All three proposals are also attached in their entirety.

	<u>Rate</u>
PNC Equipment Finance	2.15%
BB&T (Truist Bank)	2.05%

Based on the results of the proposals I would recommend selecting the lowest interest rate and use BB&T (Truist Bank) for our financing needs on this project.

Respectfully,

Tyler Howanyk, CPA
Finance Director
City of Goose Creek



Branch Banking & Trust Company

Governmental Finance
5130 Parkway Plaza Boulevard
Charlotte, North Carolina 28217
Phone (704) 954-1700
Fax (704) 954-1799

February 5, 2020

Mr. Tyler Howanyk
City of Goose Creek, SC
519 N. Goose Creek Blvd.
Goose Creek, SC 29445

Dear Mr. Howanyk:

Truist Bank (“Lender”) is pleased to offer this proposal for the financing requested by the City of Goose Creek, SC (“Borrower”).

PROJECT: Refuse Collection Vehicles

AMOUNT: \$475,000.00

TERM: 5 years

INTEREST RATE: 2.05%

TAX STATUS: Tax Exempt – Bank Qualified

PAYMENTS: Interest: Quarterly
Principal: Quarterly

INTEREST RATE CALCULATION: Actual 360

SECURITY: Vehicles and Equipment

PREPAYMENT TERMS: Prepayable in whole at any time without penalty

RATE EXPIRATION: March 20, 2020

DOCUMENTATION/ LEGAL REVIEW FEE: N/A

FUNDING: Proceeds will be deposited into an account held at Lender pending disbursement unless equipment is delivered prior to closing.

DOCUMENTATION: Lender proposes to use its standard form financing contracts and related documents for this installment financing. We shall provide a sample of those documents to you should Lender be the successful proposer.

The financing documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable or non-bank qualified in accordance with the Internal Revenue Service Code. All documentation must be deemed appropriate by Lender before closing.

REPORTING

REQUIREMENTS: Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year-end throughout the term of the financing.

Should we become the successful proposer, we have attached the form of a resolution that your governing board can use to award the financing to Lender. If your board adopts this resolution, then Lender shall not require any further board action prior to closing the transaction.

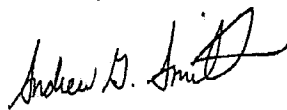
Lender shall have the right to cancel this offer by notifying the Borrower of its election to do so (whether this offer has previously been accepted by the Borrower) if at any time prior to the closing there is a material adverse change in the Borrower's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the Borrower or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to Lender.

Costs of counsel for the Borrower and any other costs will be the responsibility of the Borrower.

The stated interest rate assumes that the Borrower expects to borrow no more than \$10,000,000 in the current calendar year and that the financing will qualify as qualified tax-exempt financing under the Internal Revenue Code. Lender reserves the right to terminate this bid or to negotiate a mutually acceptable interest rate if the financing is not qualified tax-exempt financing.

Lender appreciates the opportunity to offer this financing proposal. Please call me at (803) 251-1328 with your questions and comments. We look forward to hearing from you.

Sincerely,



Andy Smith
Senior Vice President
Truist Bank



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

Jake Broom

CITY ADMINISTRATOR

519 N. GOOSE CREEK BOULEVARD
P.O. DRAWER 1768
GOOSE CREEK, SC 29445-1768
TEL (843) 797-6220 EXT. 1115
FAX (843) 863-5208

TO: Mayor and City Council
DATE: February 7, 2020
SUBJECT: Request to Enter Into Contract – Landscape Architect – John McCants Veterans Memorial Park

Please find attached a proposal from **The LandPlan Group South (Columbia, S.C.) (LPGS)**, the landscape architecture firm that has designed many of the city's parks and projects such as the landscaped medians proposed for St. James Ave.

LPGS has already completed the base mapping and design development drawings for the recently named John McCants Veterans Memorial Park in Boulder Bluff.

In order to continue moving forward in the design process, we need to engage a firm to complete construction documents, acquire permits, negotiate with contractors and visit the site during construction to monitor the work.

Staff requests to engage LPGS to see this project through to completion for \$63,450.00.

Last year, we paid LPGS a total of \$33,350 for a topographic survey of the property and design development drawings. Based on an estimated project budget of \$1,250,000 to \$1,500,000, the proposed fee (6.5-7.7%) falls well within the industry standard for similar projects – 10%.

Staff requests that City Council vote to assign a portion of unassigned General Fund fund balance to pay for the project. Our projected 12/31/2019 General Fund unassigned fund balance is \$8.6M, \$2.3M above our fund balance requirement.

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

Respectfully submitted,

Jake Broom
City Administrator



January 30, 2020
Mr. Jake Broom
City of Goose Creek, SC

RE: Fee Proposal for Civil Engineering and Landscape Architectural Design Services for **Boulder Bluff Park** based on the Concept Plan provided by City Staff

Mr. Broom,

The LandPlan Group South is excited for the opportunity to provide Civil Engineering and Landscape Architectural design services for construction drawing preparation for site improvements to Boulder Bluff Park.

Based on our conversations to date, this is our understanding of the scope of work.

Base Mapping Preparation:

PREVIOUSLY COMPLETED

- Topographic and Utilities survey information by Ashley Land Surveying, Inc.
- Survey coordination, review and base map setup by LandPlan

Design Development Drawings:

PREVIOUSLY COMPLETED

- Prepare hardline layout of all elements of the approved Conceptual Master Plan
- Review final design layout with City Staff
- Update Probable Cost Estimate

Construction Documents:

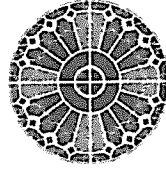
\$42,300.00

- Prepare Construction Drawings and Technical Specifications of approved design development level drawings

Permitting:

\$ 2,800.00

- Submit encroachment permit to SCDOT for tie-ins at Anita Drive.
- Submit Construction Documents to all necessary agencies having jurisdiction over the project.
Note: It is not anticipated that wetland permitting will be required for this project and is therefore not included in this fee proposal



Bidding/Contract Negotiation:

\$ 4,200.00

- Conduct a Mandatory Pre-Bid Meeting on-site
- Assist City of Goose Creek with the bidding of the project. We will assist with providing responses to contractor generated bid questions and Requests for Substitutions.
- Assist the City of Goose Creek with construction contract negotiations with the apparent qualified, low bidder on the project.

Services During Construction:

\$ 14,150.00

- Conduct a Pre-Construction Meeting with General Contractor
- Conduct site observation meetings twice monthly during construction (and as requested by City Staff and/or the General Contractor, up to 12 total site visits)
- Review Shop Drawings, RFI's & Pay Applications submitted by the General Contractor
- Conduct Substantial Completion Inspection
- Conduct Final Completion Inspection with Contractor and City Staff

Our total fee for completing the above scope of work is **\$63,450.00** and does not include the reimbursable costs as described below.

At the time of this fee proposal, the Owner's available construction budget or breakdown of the total project budget has not been provided. For the purposes of this proposal, this fee is based on a site improvement construction cost of \$1,250,000-\$1,500,000.

LandPlan will provide all Landscape Architecture and Civil Engineering Services.

Reimbursable Costs:

Mileage: \$0.535 per mile

Printing/Reproduction: Not to Exceed \$1,200.00

For additional scopes of work that are not described above as part of this fee proposal, these services can be provided based on the hourly rates described below.

<u>Employee or Category</u>	<u>Rate</u>
Principal-In-Charge	\$175.00 / hour
Project Manager/ Architect/Engineer	\$155.00 / hour
Technical	\$110.00 / hour



Based on our conversations to date, below is a summary of the anticipated design schedule.

<u>Phase of Work</u>	<u>Anticipated Duration</u>
Construction Documents	6 weeks
Owner Review/Permitting	1 month
Agency Review/Permitting	1 month
Bidding/Contract Negotiation	1 month
<i>*bidding may start concurrently with Owner/Agency Review and Permitting if desired.</i>	
<i>Overlaps of the above durations may occur in order to help expedite the process.</i>	
Construction	6 months

Again, thank you for the opportunity to continue to work with the City of Goose Creek.

If the above stated fee is agreeable, please sign below.

Rick McMackin, Principal
The LandPlan Group South, Inc.

Date

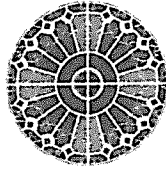
1/30/2020

City of Goose Creek

Date

Qualifications of this proposal are as follows:

- 1) This proposal is a lump sum project.
- 2) This proposal assumes the project will be designed, permitted and constructed in one phase.
- 3) Construction documents to include design drawings and technical specifications necessary to construct the site improvements.
- 4) Drawing Sheets to be prepared will consist of the following: Existing Conditions, Demolition Plan, Layout Plan, Erosion Control Plan, Grading Plan, Drainage Plan, Sanitary Sewer Plan, Domestic and Fire Water Plan, Landscape Plan, Irrigation Plan, SCDOT exhibits and Details.
- 5) The fee for permitting cover submittals for the following: Permitting to include necessary revisions as required by the review agencies. This proposal assumes that the owner will pay all permit fees.
- 6) Stormwater SWPPP inspections to be provided by the owner or contractor.
- 7) Close-Out Phase will include the following: Preparation and submittal of record drawings for water, sewer, storm drainage and detention pond as required by the City of Goose Creek and SCDHEC. This proposal includes submittal of the Notice of Termination (NOT) to the City of Goose Creek and SCDHEC to close out the NPDES storm water permit. This proposal assumes the contractor to provide an as-built survey of required items (pond, storm drainage lines, water lines, etc.) in autocad format.
- 8) This proposal assumes that SCDOT and Goose Creek Planning will not require a traffic impact study.



THE LANDPLAN GROUP SOUTH

Landscape Architecture | Engineering | Planning

- 9) This proposal assumes there is sufficient sewer capacity and water pressure in the existing system that the project will tie to. This proposal does not include any offsite water and/or sewer improvements.
- 10) Interim invoices will be submitted monthly based on the corresponding level of effort. Payment is due within 30 days of receipt of invoice.
- 11) Prices for this proposal are valid for 90 days.



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

Administration Department

Daniel Moore

ASST. CITY ADMINISTRATOR

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

Memorandum

TO: Mayor and Council
FROM: Daniel Moore, Assistant City Administrator
cc: Jake Broom, City Administrator
DATE: February 7, 2020
SUBJECT: Request to Enter into Contract –
Comprehensive Baseline Report – BCD COG

Please find attached a request to enter into a contract with **Berkeley/Charleston/Dorchester Council of Governments (BCD COG)** to conduct an Educational Outreach and Background Report/Study for the 2020 Comprehensive Plan.

As you are aware, the State of South Carolina requires a municipality to update their Comprehensive Plan every 10 years with an update every 5 years. Our plan was last updated in 2015 which means we will require a new Comprehensive Plan to be completed this year in 2020.

BCD COG has provided a scope of work involving project management and administration, public engagement, data collection, and needs assessment. The goal of the baseline study is to provide the necessary data needed to complete the full 2020 Comprehensive Plan later this year

Staff requests to enter into an agreement with **BCD COG** for the total amount of at **\$49,270**.

Included in the cost, BCD COG will also provide social media advertising, a plan video, printed materials, and town signage for public meetings.

Once we have BCD COG under contract, a Request for Proposal for a Comprehensive Plan consultant will be released to complete the remainder of the plan.

Funding for the Comprehensive plan is included in the FY2020 Planning Department Budget under line item *640-6445 Other Profession Services*.

Please let me know if you have any questions or concerns. We appreciate your favorable consideration of this request.

Sincerely,

Daniel Moore
Assistant City Administrator

AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

THIS AGREEMENT entered into this ____ day of February 2020, by and between the Berkeley-Charleston-Dorchester Council of Governments (BCDCOG, hereinafter referred to as the "COG") and the City of Goose Creek, SC (hereinafter referred to as the "City").

WITNESSETH THAT:

Whereas the City wishes to engage the COG to render certain professional planning services, specifically conducting research and preparing a baseline existing conditions report in support of the 10-year update of the City's Comprehensive Plan;

Now, therefore, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF THE COG

The COG represents that it has, or will secure at its own expense, all personnel required in the performance of the services covered by this Agreement.

The COG will perform all of the services required hereunder, and all personnel engaged in the work shall be fully qualified. The primary staff person assigned as contact for this Project shall be Kathryn S. Basha, AICP, Planning Director.

2. TIME OF PERFORMANCE

The services of the COG will continue after the execution of this Agreement and shall be undertaken and completed as requested by the City in an expeditious manner in the light of the purposes of this Agreement. The contract period shall be for a period of six months from execution of this agreement.

3. SCOPE OF SERVICES

The COG's Planning Services staff will coordinate with a designated member of City Staff in collection of information and data, facilitation of meetings and workshops as outlined in the attached scope of services.

4. COMPENSATION

It is expressly understood and agreed that the City will be billed for actual costs and expenditures related to the performance of these services.

It is further expressly understood and agreed that in no event will the total compensation, and/or reimbursement for all required staff services to be paid hereunder exceed the maximum sum of \$40,000 plus any additional approved hard costs for all of the services required without prior approval by the City and COG.

5. METHOD OF PAYMENT

It is expressly understood and agreed that the City will reimburse the COG on a quarterly basis for actual expenditures that were incurred during the previous quarter.

Payments shall be made only to the COG, and the City shall have no obligation to any other person or agency for expenses incurred by the COG upon receipt of COG invoices and approval by the City, indicating that the COG has satisfactorily performed the work under this Agreement in conformance with the terms.

6. OTHER TERMS AND CONDITIONS

- Subcontractors: None of the work or services covered by this Agreement shall be subcontracted without prior written approval of the City.
- Amendments: Any changes to this Agreement, which are mutually agreed upon by and between the City and the COG, shall be incorporated in written amendments to this Agreement.
- Termination: This Agreement may be terminated by giving written notice of such termination at least thirty (30) days prior to the effective date of such termination. Neither party, by such termination, shall be deemed to have waived any rights under this Agreement.
- Confidential Information: Any reports, information, data, etc., given to or prepared or assembled by the COG under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the COG without the prior written approval of the City.
- Audit: Records with respect to all matters covered by this Agreement shall be made available for audit and inspection by the City and/or their representatives.

IN WITNESS WHEREOF, the City and the COG, have executed this agreement as of the date first written above.

Signature Attest/ City of Goose Creek

Mayor, City of Goose Creek

Printed or Typed Name

Printed or Typed Name

Signature Attest/ the Berkeley-Charleston-
Dorchester Council of Governments

Executive Director

Printed or Typed Name

Ronald E. Mitchum
Printed or Typed Name

Contract #:

Contract Returned to BCDCOG Finance:

City of Goose Creek – Comprehensive Plan Update (2020) Baseline Report

BACKGROUND AND PURPOSE

The authority for local governments to undertake planning and to apply zoning and land development regulations is granted by the SC General Assembly via the Local Government Comprehensive Planning Enabling Act of 1994 (hereafter referred to as “the Act”). The Act mandates that a Comprehensive Plan be systematically prepared and continuously evaluated with updates of the nine required elements as often as necessary. Re-evaluation or review of the Plan elements must be conducted at least every five (5) years. All nine (9) elements of the Plan must be updated at least every ten (10) years. The Planning Commission is charged with the responsibility of preparing and recommending a new Plan for adoption by the governing body with the ten year update. The result of the scope of work proposed below will be a comprehensively prepared baseline report of existing conditions that meets the state requirements to serve as a foundation for the City of Goose Creek’s Comprehensive Plan update.

TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION

The BCD Council of Governments recognizes the importance of customizing and implementing a strong project management approach led by experienced project and task managers. The BCDCOG project manager will work with the City of Goose Creek’s Planning Director to identify a schedule for completion and integration of various work activities with available resources as identified in the budget.

The principal contact for the BCDCOG planning service team is Kathryn Basha, Planning Director. A team of COG staff including, but not limited to, a dedicated project manager, data and research planner and GIS planner will be assigned to work with the Planning Director to conduct the activities outlined herein.

Task 1.1: Project Schedule

The BCDCOG will develop a detailed project schedule that establishes start and end points for each project task; submittal dates for draft and final deliverables; and tentative project, agency and public (Planning Commission) presentation dates. The schedule will be updated monthly and any activities that have fallen behind will be flagged and schedule recovery mitigations identified.

Task 1.2: Quarterly Reporting and Invoices

The BCDCOG will prepare quarterly progress reports that describe activities that have been completed in the preceding quarter; activities planned for the next quarter; any outstanding issues or concerns that affect the project schedule, budget, or technical tasks; and project status relative to the schedule and budget. The BCDCOG will submit quarterly invoices and reports to the City’s project lead for review and processing for payment.

Task 1.3: Project Status Meetings

The BCDCOG will facilitate monthly Project Status meetings throughout the course of the project. Prior to each meeting, the BCDCOG will prepare an agenda and accompanying materials for discussion. The BCDCOG will deliver summary meeting notes for the Planning Director within five business days of each meeting.

Responsibilities / Deliverables of BCDCOG:

- Project Schedule & Schedule Updates as needed
- Quarterly Progress Reports/Invoices
- Monthly PM Meeting Agendas, Summaries and Action Item List

Responsibilities / Deliverables of the City:

- Participate in monthly Project Management Team meetings

Task 2 – PUBLIC ENGAGEMENT

To enhance communication between parties by reaching and including the needs of all City residents and property owners and their desires for how the community should be developed and enhanced in the future.

Task 2.1: Public Involvement Program (PIP)

The BCDCOG will collaborate with the City project team to develop a PIP designed to effectively reach and communicate with a variety of stakeholders, the general public and resource agencies. The program will address:

- Documentation approaches, objectives and activities to be undertaken.
- Development of key messaging
- Early stakeholder identification and management
- Integration of project into city branding
- Planning and establishment of web content and survey development

Responsibilities / Deliverables of BCDCOG:

- Draft and final Initial Public Involvement Plan
- Key messages document
- Comp plan promotional video production
- Integrated project logo and icons
- Stakeholder list
- Web content and survey development

- *Optional Task:*
- Email campaign/database

Responsibilities / Deliverables of City:

- Review and comment on the Initial Public Involvement Plan
- Key messaging input and review
- Comp plan promotional video input
- Provide base logo/branding files
- Stakeholder list input and review
- Web content and survey input and review

Task 2.2: Planning Commission Public Meeting

A public meeting with the Planning Commission will be held to establish the public education process. This early outreach is primarily intended to educate the Planning Commission, as the project steering committee, residents and stakeholders about the Comprehensive Plan's purpose, state mandate for update, mandatory elements and assessment conducted with each. This meeting will allow an opportunity for the Planning Commission and attendees to identify overall needs, opportunities and priorities of the City.

Task 2.3: Planning Commission Public Open House

The BCDCOG will a second public meeting with the Planning Commission to present a summary of key findings from preparation of the Baseline Report. BCDCOG staff will present slides of key data findings and insights from its assessment of the City's existing conditions that may drive Guiding Principles for development of the Plan by the City's chosen Consultant.

Responsibilities / Deliverables of BCDCOG:

- The BCDCOG will be responsible for developing social media content to promote the public meeting and survey using the City's established branding
- The BCDCOG will develop a paid social media advertising strategy to promote participation in the comprehensive plan survey
- *Public presentation of Background Report/Existing Conditions*
- The BCDCOG will be responsible for the design and content of presentation materials

- *Optional Task:*
 - *Printed collateral for distribution throughout City.*
 - *Sign design for use in City right-of-way*

Responsibilities / Deliverables of the City:

- Coordinate and secure legal advertisement of the meetings.
- City PIO Office will be responsible for developing and disseminating a press release and media advisory, as well as ongoing press communication.
- Provide staffing support as needed at the public meeting(s).
- Writing and distributing a project introduction letter to engage Committee members at the onset.

- *Optional Task:*
 - *Use of City variable message signing.*

TASK 3 – DATA COLLECTION AND NEEDS ASSESSMENT

Task 3.1 – Data Collection/Land Use Assessment

The BCDCOG will gather all existing plans, maps, documents, data and other materials relevant to the project. The City, along with Berkeley County will provide all available existing documentation from previous plans to the BCDCOG. The analysis will include the following:

Previous Studies and Plans

The BCDCOG will conduct a review of, and integrate as appropriate, all relevant previous studies and plans provided by the City and Berkeley County and identify key findings. Information regarding community facilities and services, County and related public service/utility conditions and plans for expansion will be provided for review by the City of Goose Creek. A matrix of current policies from applicable plans and the status of implementation will be included in the identification of key findings.

Plan Elements

The BCDCOG will document existing socio-economic, and land use data trends using 2010 census data, the most recent American Community Survey data available, and information provided by the City/County. Socio-economic data will be provided for Goose Creek. The information will be communicated in a series of Geographic Information System (GIS) maps.

In order to ensure the plan meets the requirements of South Carolina State Code Title 6, Chapter 29, the BCDCOG will prepare the following element updates for the Plan:

- (1) A population element which documents historic trends and projections, household numbers and sizes, educational levels, and income characteristics;
- (2) An economic development element which documents labor force and labor force characteristics, employment by place of work and residence, and analysis of the economic base;

(3) A natural resources element which documents coastal resources, slope characteristics, prime agricultural and forest land, plant and animal habitats, parks and recreation areas, scenic views and sites, wetlands, and soil types.;

(4) A cultural resources element which documents historic buildings and structures, commercial districts, residential districts, unique, natural, or scenic resources, archaeological, and other cultural resources.;

(5) A community facilities element which documents water supply, treatment, and distribution; sewage system and wastewater treatment; solid waste collection and disposal, fire protection, emergency medical services, and general government facilities; education facilities; and libraries and other cultural facilities;

(6) A housing element which documents location, types, age, and condition of housing, owner and renter occupancy, and affordability of housing.

(7) A land use element which documents a baseline inventory of land uses using the County assessor's database for validation by Goose Creek. In conjunction with evaluating the build out potential of existing and planned growth centers using **current zoning** and committed developments, the BCDCOG team will envision how land is projected to be organized and used in the future to determine the demand for supportive infrastructure and services. This information will be used to establish the Growth Trends baseline scenario to inform Goose Creek's selected consultant's scenario planning process at the public meetings.

(8) A transportation element that documents transportation facilities, including major road improvements, new road construction, transit projects, pedestrian and bicycle projects, and other elements of a transportation network. BCDCOG will evaluate the existing levels of service based on current land use trends and opportunities to improve connectivity and flow along principal corridors using the regional CommunityViz program and CHATS Travel Demand Model;

Responsibilities / Deliverables of BCDCOG

- Report of key findings in previous plans/studies with matrix of policy implementation status
- Existing Conditions report for eight element areas: Population, Housing, Cultural and Natural Resource, Economic, Community Facilities, Transportation, and Land Use that will feed the Plan development and identification of Priority Investments by the selected consultant.
- Land Use (including built out projections) and community facilities/infrastructure inventory to inform the scenario planning process
- Draft and FINAL COMP PLAN BACKGROUND REPORT

Responsibilities / Deliverables of the City:

- Assistance in gathering relevant demographic, employment, existing land use data for parcels, and community facility information not publicly available.
- Previous plans and studies to be reviewed.

PROJECT COST: \$40,000 (not including hard costs below)

Public Involvement Hard Costs

<i>Social Media Advertising (Hard Cost)</i>	\$2,000
<i>Plan Video</i>	\$6,000
<i>Optional: Printed Collateral (Hard Costs)</i>	\$270
<i>Optional: Town Signage</i>	\$0-\$1,000

MAYOR'S REPORT

DEPARTMENT REPORTS

City of Goose Creek Administration Department
Monthly Report
January 2020

Business Licenses Issued

License Type	Issued	Fee	Gross Sales Reported	YTD Issued	YTD Fees	YTD Gross Sales Reported
Inside City	264	\$ 444,013	\$ 247,664,612	264	\$ 444,013	\$ 247,664,612
Outside City	345	363,871	72,699,987	345	363,871	72,699,987
NWS Contracts	1	2,118	853,350	1	2,118	853,350
MASC Ins & Telecom	-	-	-	-	-	-
Prior Yrs.	16	2,996	4,902,178	16	2,996	4,902,178
Totals	626	\$ 812,998	\$ 326,120,127	626	\$ 812,998	\$ 326,120,127

Licenses Issued to New Commercial Businesses Inside the City

Name	Address	Type
Silver Leaf Counseling	108 Central Avenue Unit 5	5(counseling)
Behavioral Diagnostics LLC	149 St James Avenue	5(health services)
The Powder Room Beauty Parlor	124 St James Avenue Unit E	5(beauty salon)

Building Permits Issued

	Issued	Fees	Construction Costs	YTD Issued	YTD Fees	YTD Construction Costs
Express	48	\$ 58,833	\$ 8,357,532	48	\$ 58,833	\$ 8,357,532
Building	71	11,069	1,061,767	71	11,069	1,061,767
Misc Permits	38	2,415	281,215	38	2,415	281,215
Plan Review	104	25,852	-	104	25,852	-
Totals	261	\$ 98,169	\$ 9,700,514	261	\$ 98,169	\$ 9,700,514

Commercial Construction in Progress

Contractor Name	Address	Project
Linden Construction	2006 N Main Street	Shopping Plaza
O'Brien & Gere Inc. of North America	435 Old Mt Holly Road	Manufacturing Plant
CF Evans Construction Company LLC	11000 Eagle Hall Lane	Apartment Complex
Carolina Contracting Services	117-129 Plantation North Blvd.	Shopping Complex
Ecker Construction	300 Baxter Brown Way	Medical Building
Carolina Multifamily Construction Inc	1000 Conway Circle	Apartment Complex
Paric Corporation	2 Springhall Drive	Business Office Addition
Hawk Construction of Charleston	111 Springhall Drive	Business Office Addition
Schaffer Group Inc.	105 Commerce Place	Office Building w/Storage

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

Single Family Housing Starts (By Sub-Division)

	<u>Current</u>	<u>YTD</u>
Montague Point	0	0
Lakeview Commons	0	0
Liberty Village (Brickhope)	13	13
Mackey Farms	6	6
Marrington Villas (Cobblestone)	0	0
Medway Landing	3	3
Miscellaneous	6	6
Sophia Landing	9	9
Carnes Crossroads	<u>11</u>	<u>11</u>
TOTALS	48	48

Hospitality Fees Collected

	<u>Current Month</u>	<u>YTD</u>	<u>Fund Balance</u>
Total Fees Collected	\$ 165,429	\$ 165,429	\$ 692,500

Berkeley County Water & Sanitation Payments Collected at City Hall

	<u>Current Month</u>	<u>YTD</u>
Number of Payments Collected	1,956	1,956
Total Receipts Collected	\$ 115,664	\$ 115,664

MUNICIPAL COURT MONTHLY REPORT
Report For January 1st, 2020 to January 31st, 2020

Cases Filed

Criminal	134	
Traffic	1116	
City Ordinance	5	
Parking	6	
Total Filed Violations	1261	

Bench Trials Scheduled

Criminal	92	
Traffic	1058	
City Ordinance	5	
Parking	0	
Total Scheduled	1155	

Case Disposition

Guilty	436	
Not Guilty	2	
Continued	323	
Dismissed for Plea Agreement (Ticket Re-Write)	68	
Dismissed by Judge	0	
Dismissed for Deceased	4	
Dismissed for Compliance	370	
Dismissed by Officer	14	
Dismissed - Lack of Prosecution	33	
Entered into the PTI Program	10	
Voided	16	
Nolle Pros	1	
Transferred to Youth Court	1	
Transferred to Magistrate	0	
Transferred to General Sessions	49	
Disposition Totals	1327	

Fines, Fees and Assessments Collected

Fines Retained by the City	\$24,013.03	
Fees and Assessments Forwarded to the State	\$36,249.82	
Victim's Assistance Fund	\$3,685.26	
Total Fines, Fees, and Assessments Paid	\$63,948.11	

Bench Warrants

Issued	14	
Cleared	10	
Change in Total Warrants	4	

Jury Trials

<u>January</u>		Up / (Down)	<u>(Previous Month)</u>	
Requested	6	50.0%	Requested	4
Scheduled	26	100.0%	Scheduled	13
Continued	5	(37.5%)	Continued	8
Disposed	10	66.7%	Disposed	6
Pending Total	41	(8.9%)	Previous Pending Total	45

City of Goose Creek
Maintenance Division Monthly Report
January 2020

DESCRIPTION	JAN.	Y.T.D
Vehicle Usage		
Vehicle Mileage.....	2,270	2,270
Fuel Consumption (Diesel).....	0	0
Fuel Consumption (Unleaded).....	214	214
Ground Maintenance		
Drainage/Maintenance Activities (Approximate Hours).....	600	600
Solid Waste Collection (Hours).....	16	16
Drainage Maintenance (Hours).....	64	64
Building, Grounds, Special Projects (Hours).....	520	520
Road and Bike Trail Maintenance (Hours).....	0	0
Road Maintenance		
Road Maintenance Request (Total).....	10	10
SCDOT (new request).....	1	1
County (new request).....	9	9
Road Maintenance Requests Corrected.....	18	18
Street Signs Replaced/Erected/Repaired.....	8	8
Ditch Maintenance		
Ditch Maintenance Request.....	0	0
SCDOT.....	0	0
County.....	0	0
Ditch Maintenance Corrected.....	2	2

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

DESCRIPTION	JAN.	Y.T.D
Sanitation:		
Vehicle Usage:		
Vehicle Mileage.....	10,330	10,330
Fuel Consumption (Diesel).....	3,274	3,274
Garbage Removal:		
Household Garbage (Tons).....	1,183	1,183
Yard Debris (Tons).....	247	247
Construction Debris (Tons).....	115	115
Side Door Collections.....	2	48
Dead Animal Removed From Streets.....	7	7
Code Enforcement:		
Vehicle Usage:		
Vehicle Mileage.....	956	956
Fuel Consumption (Unleaded).....	88	88
Inspection/Violations:		
Code Inspections (Complaints)	2	2
Code Inspections.....	671	671
Code Violations Corrected	190	190
Code Violations Pending.....	71	N/A
Inoperable/Unlicensed Vehicles Cited.....	26	26
Inoperable/Unlicensed Vehicles Cleared.....	23	23
Summons Issued.....	0	0

City of Goose Creek
Water Division Monthly Report
January 2020

DESCRIPTION	JAN.	Y.T.D
Water Usage:		
Total Consumption (M.G.).....	66.42	66.42
Max Daily Flow (M.G.D.).....	2.91	2.91
Min Daily Flow (M.G.D.).....	1.69	1.69
Daily Average (M.G.D.).....	2.29	2.29
Account Services:		
New Customers.....	112	112
Close Outs.....	115	115
Adjustments:.....	12	12
Account Arrangements.....	42	42
Clerical Errors.....	14	14
Temporary Services.....	13	13
Turn-Offs...(Sewer).....	158	158
Turn-Offs... (Non-Payment, Bad Checks, No Deposit).....	273	273
Maintenance Services:		
Repair Broken Water Mains.....	1	1
Investigate Service Leaks.....	45	45
Repair Service Leaks.....	8	8
Locate Lines	131	131
Change Meters.....	74	74
Service Line Replacement	0	0
Meter Box Maintenance and Repair.....	4	4
Valve Replacement	0	0
Fire Hydrant Replacement/Installs/Repairs.....	0	0
Install Taps.....	25	25
Site Restorations	1	1
Vehicle Usage:		
Vehicle Mileage.....	6,990	6,990
Fuel Consumption (Gallons).....	431	431

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

	TOTAL	YTD	JAN. 2019
Fire			
Structure Fire	6	6	6
Mobile Home, Camper, Motor Home Fire	0	0	2
Vehicle Fire	1	1	0
Natural Vegetation Fire	2	2	1
Rubbish Fire	0	0	2
Special Outside Fire	0	0	0
Crop Fire	0	0	0
Overpressure Rupture, Explosion, Overheat (No Fire)			
Overpressure Rupture from Steam (No Fire)	0	0	0
Overpressure Rupture from Air or Gas (No Fire)	0	0	0
Overpressure Rupture from Chemical Reaction (No Fire)	0	0	0
Explosion (No Fire)	0	0	0
Excessive Heat, Scorch Burns With No Ignition	1	0	0
First Responder and Rescue Incidents			
First Reponder	220	220	205
Motor Vehicle Accidents	45	45	52
Lock-in	0	0	0
Search for a Lost Person	0	0	0
Extrication, Rescue	0	0	0
Water Rescue	0	0	0
Electrical Rescue	0	0	0
Rescue or EMS Standby for Hazardous Conditions	0	0	0
Hazardous Condition (No Fire)			
Combustible/Flamible Spills and Leaks	3	3	2
Chemical Release, Reaction, or Toxic Condition	0	0	0
Radioactive Condition	0	0	0
Electrical Wiring/Equipment Problem	6	6	1
Biological Hazard	0	0	0
Accident, Potential Accident	1	1	0
Explosive, Bomb Removal	0	0	0
Attempted Burning, Illegal Action	0	0	0

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

	TOTAL	YTD	JAN. 2019
Service Call			
Person in Distress	0	0	0
Water Problem	0	0	0
Smoke, Odor Problem	0	0	3
Animal Problem or Rescue	0	0	0
Public Service Assistance	21	21	28
Unauthorized Burning	3	3	6
Cover Assignment, Standby, Moveup	2	2	0
Good Intent Call			
Good Intent Call, other	1	1	2
Dispatched and Cancelled En Route	36	36	30
Wrong Location	8	8	3
Authorized Controlled Burning	0	0	0
Vicinity Alarm (Incident In Other Location)	0	0	0
Steam, Vapor, Fog, Or Dust Thought To Be Smoke	4	4	5
Hazmat Release Investigation W/No Hazmat Found	0	0	0
False Alarm and False Call			
Malicious, Mischievous False Alarm	1	1	0
Bomb Scare-No Bomb	0	0	1
System or Detector Malfunction	2	2	4
Unintentional System or Detector Operation (No Fire)	23	23	14
Biohazard Scare	0	0	0
Severe Weather Or Natural Disaster			
	0	0	0
Special Incident Type			
	1	1	0
Total Fire Calls			
	387	387	367
Man Hours			
	862		355
Average Response Time			
	6:12		5:15
EMS			
Patients Seen	218	218	265
Patients Transported	194	194	176
No Transports	24	24	51
Cancel/False	31	31	21
TOTAL EMS CALLS	249	249	251
BCEMS Secondary Response			
	3		
Average Response Time			
	6:14		
Man Hours			
	528		

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

	TOTAL	YTD	JAN. 2019
TRAINING HOURS - Daily and Specialized	560	560	178
PUBLIC EDUCATION	0	0	7
SMOKE DETECTOR DISTRIBUTION/INSTALLATION	0	0	2

Goose Creek Police Department
January 2020 Monthly Report

Offenses/Incidents Investigated
--

Crimes Against Persons	Inc. Month	Inc. YTD	Vs. Last Y.T.D.	Change %
Homicide / Manslaughter	0	0	0	#DIV/0!
Aggravated Assault	4	4	2	100.0%
Simple Assault	19	19	29	-34.5%
Intimidation	8	8	10	-20.0%
Criminal Domestic Violence	22	22	18	22.2%
Criminal Sexual Conduct	8	8	0	#DIV/0!
Armed Robbery	1	1	0	#DIV/0!
Strong Arm Robbery	0	0	0	#DIV/0!
Fraud / Forgery-Financial	29	29	23	26.1%
Kidnapping / Abduction	0	0	0	#DIV/0!
Drug Related Violations	43	43	44	-2.3%
Disorderly / Disturbing School	0	0	1	-100.0%
Unlawful Use of Telephone	1	1	3	-66.7%
Resisting Arrest	4	4	2	100.0%
Indecent Exposure	0	0	0	#DIV/0!
Crimes Against Property	Inc. Month	Inc. YTD	Vs. Last Y.T.D.	Change %
Burglary / B & E	6	6	17	-64.7%
Grand Larceny (Vehicles)	10	10	6	66.7%
Petit / Grand Larceny	30	30	30	0.0%
Theft from Motor Vehicles	22	22	18	22.2%
Shoplifting	25	25	10	150.0%
Vandalism	16	16	21	-23.8%
Trespassing	6	6	5	20.0%
Receiving Stolen Goods	1	1	2	-50.0%
Possession of Stolen Auto	1	1	0	#DIV/0!
Arson	0	0	0	#DIV/0!
Traffic	Inc. Month	Inc. YTD	Vs. Last Y.T.D.	Change %
Driving Under the Influence (DUI)	8	8	10	-20.0%
Other	Inc. Month	Inc. YTD	Vs. Last Y.T.D.	Change %
Bench Warrant Cases	1	1	0	#DIV/0!
Alcohol Violations	9	9	5	80.0%
Weapons Violations	3	3	1	200.0%
Totals	277	277	258	7.4%

Goose Creek Police Department
January 2020 Monthly Report

General Service Delivery

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Total Calls for Police Service	4,430	4,430	5,634	-21.4%
Service Response Time Average				
Emergency	1:38	1:38	2:24	-31.9%
Non-emergency	6:26	6:26	6:10	4.3%

Traffic Collisions

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Traffic Collisions	145	145	167	-13.2%
Injured	44	44	62	-29.0%
Killed	0	0	0	#DIV/0!

Traffic Enforcement

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Number of Traffic Stops	1241	1,241	1,302	-4.7%
Citations	1172	1,172	1,269	-7.6%
Warnings	526	526	577	-8.8%

Animal Services

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Total Calls for Service	144	144	102	41.2%
Total Animals Handled	39	39	22	77.3%

Records Services

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Walk-ins	373	373	443	-15.8%
External Calls	400	400	491	-18.5%
Internal Calls	293	293	267	9.7%
Reports Disseminated	68	68	56	21.4%
Fingerprinting Services	30	30	39	-23.1%

Goose Creek Police Department
January 2020 Monthly Report

Criminal Investigations

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Cases Assigned	48	48	32	50.0%
Cases Cleared by Arrest	6	6	6	0.0%
Cases Exceptionally Cleared	12	12	11	9.1%
Cases Administratively Closed	20	20	11	81.8%
Cases Unfounded	8	8	9	-11.1%
Evidence Items Received	293	293	289	1.4%

Victim Services

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Crime Victims / Witnesses Served	212	212	0	#DIV/0!

Training Activities

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Formal Training Hours	1348	1,348	92	1365.2%
In Service / Roll Call Training Hours	1,848	1,848	1,519	21.7%
Total Monthly Training Hours	3,196	3,196	1,611	98.4%

Crime Prevention Services

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Neighborhood Crime Watch Meetings	0	0	0	#DIV/0!
Business Contacts	8	8	5	60.0%
Telephone Contacts / Emails	22	22	36	-38.9%

There are four citywide crime prevention meetings scheduled for 2019 calendar year as well as four women's self-defense classes

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Bicycle Patrol Hours	0	0	44	-100.0%

Communications

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
911 Calls Received	1,308	1,308	1,263	3.6%
Walk-in Customers Served	768	768	599	28.2%
Total Number of Calls Held	148	148	89	66.3%

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

Goose Creek Police Department
January 2020 Monthly Report

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

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Incident Reports	4	4	9	-55.6%
Arrests				
Juvenile	2	2	5	-60.0%
Adults	0	0	0	#DIV/0!

**Golf Department
Monthly Report
January 2020**

MEMBERSHIP TOTALS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
GOLF Members	129												N/A
ROUNDS 2019	2,169	2,802	3,825	3,724	4,020	3,529	3,758	3,398	3,090	3,386	2,705	2,135	38,541
ROUNDS 2020	2,401												2,401
GOLF REVENUE	72,037												72,037.10
PRO SHOP REVENUE	4,457												4,457.31
SNACK BAR REVENUE	24,620												24,619.99
TOTAL REVENUE	\$101,114	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	101,114.40

**Crowfield Golf Club
News and Events**

Golf Recap: January was another good month for the golf course. Rounds exceeded the previous January by over 200.

Upcoming Events: Crowfield will be hosting the South Carolina Junior Golf Association one day tournament on the 17th, kids will be coming from all over the state for this event, The annual Kozak memorial Stratford Fundraiser tournament will be on the 29th.

Golf Course Condition: The golf course is in great condition, Todd, Chris and the maintenance crew have done a great job on the annual Winter clearing projects.

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

Crowfield Metric Chart

	Revenue	Expense	Rounds	E.P.G.	R.P.G.
2016 \$	1,174,759 \$	1,226,173	34,505 \$	35.54 \$	34.05
2017 \$	1,197,591 \$	1,238,459	33,751 \$	36.69 \$	35.48
2018 \$	1,316,535 \$	1,376,041	35,352 \$	38.92 \$	37.24
2019 \$	1,507,839 \$	1,527,663	38,541 \$	39.64 \$	39.12
2020 \$	101,114 \$	140,663	2,401 \$	58.59 \$	42.11

E.P.G. = Expense per golfer

R.P.G. = Revenue per golfer

2020

	Revenue	Expense	Rounds	E.P.G.	R.P.G.
January	\$101,114.40 \$	140,663	2,401 \$	58.59 \$	42.11
February				#DIV/0!	#DIV/0!
March				#DIV/0!	#DIV/0!
April				#DIV/0!	#DIV/0!
May				#DIV/0!	#DIV/0!
June				#DIV/0!	#DIV/0!
July				#DIV/0!	#DIV/0!
August				#DIV/0!	#DIV/0!
September				#DIV/0!	#DIV/0!
October				#DIV/0!	#DIV/0!
November				#DIV/0!	#DIV/0!
December				#DIV/0!	#DIV/0!
Total	\$101,114.40 \$	140,663	2,401		

* 2020 is un-audited

City of Goose Creek
Recreation Department
Monthly Report
January 2020

ACTIVITY CENTER PROGRAMS

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

	December	January	Totals
Total Participants	792	861	861
Resident Participants	545	601	601
Nonresident Participants	247	260	260
Resident Revenue	\$ 30,278.80	\$ 39,881.40	\$ 39,881.40
Nonresident Revenue	\$ 16,032.50	\$ 21,364.50	\$ 21,364.50
Instructors Pay	\$ (5,660.20)	\$ (6,096.30)	\$ (6,096.30)
Profit/Loss	\$ 40,496.10	\$ 55,149.60	\$ 55,149.60

COMMUNITY CENTER PROGRAMS

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

	December	January	Totals
Total Participants	11,585	3,463	3,463
Resident Participants	11,065	3,350	3,350
Nonresident Participants	520	113	113
Resident Revenue	\$ 18,690.75	\$ 28,119.25	\$ 28,119.25
Nonresident Revenue	\$ 2,454.00	\$ 5,924.90	\$ 5,924.90
Instructors Pay	\$ (1,082.00)	\$ (1,066.70)	\$ (1,066.70)
Profit/Loss	\$ 20,062.75	\$ 32,977.45	\$ 32,977.45

SPORTS

Baseball/Softball: Registration started on January 1, 2020 and will end on January 30, 2019. The price for residents is \$45 and nonresidents pay \$75 for ages 9-14 in baseball and 9-13 in softball. Each participant will receive pants and a shirt.		
AGE GROUPS	# of TEAMS	# of PARTICIPANTS
Baseball Ages 9-10		
Baseball Ages 11-12		
Baseball Ages 13-15		
Softball Ages 9-10		
Softball Ages 11-12		
Softball Ages 13-15		

Soccer: Registration began on January 1, 2020 and will end on January 30, 2020. Residents will pay \$45 and nonresidents will pay \$75 and will receive shorts, socks, and a shirt.		
AGE GROUPS	# of TEAMS	# of PARTICIPANTS
Tiny Tot Ages 4-5		
Pee Wee Ages 6-7		
Small Fry Ages 8-9		
Mite Ages 10-12		
Midget Ages 13-15		

Cheerleading: Registration will begin in May.
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Football: Registration will begin in June.		
AGE GROUPS	# of TEAMS	# of PARTICIPANTS
Midget Ages 6-8		
Pee Wee Ages 9-10		
Small Fry Ages 11-12		
Middle School: 13-14		

Basketball: Registration will begin in October 1, 2019 and end on October 31, 2019 for the winter season.

AGE GROUPS	# of TEAMS	# of PARTICIPANTS
Tiny Tot Ages 5-6	10	109
Pee Wee Ages 7-8	10	110
Small Fry Ages 9-10	9	92
Small Fry Girls Ages 9-10	3	30
Mite Ages 11-12	6	60
Mite Girls Ages 11-12	1	10
Midget Ages 13-14	4	41

SPORTS

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

	December	January	Totals
Total Participants	31	949	949
Resident Participants	17	800	800
Nonresident Participants	14	149	149
Resident Revenue	\$ 1,190.00	\$ 34,995.00	\$ 34,995.00
Nonresident Revenue	\$ 305.00	\$ 8,970.00	\$ 8,970.00
Instructors Pay	\$ (0.00)	\$ (0.00)	\$ (0.00)
Profit/Loss	\$ 1,495.00	\$ 43,965.00	\$ 43,965.00

SUMMARY

Athletics	December	January	Totals
Total Resident Participants	17	800	800
Total Resident Revenue	\$1,190.00	\$34,995.00	\$34,995.00
Total Nonresident Participants	14	149	149
Total Nonresident Revenue	\$305.00	\$8,970.00	\$8,970.00

Activity Center	December	January	Totals
Total Resident Participants	545	601	601
Total Resident Revenue	\$30,278.80	\$39,881.40	\$39,881.40
Total Nonresident Participants	247	260	260
Total Nonresident Revenue	\$16,032.50	\$21,364.50	\$21,364.50

Community Center	December	January	Totals
Total Resident Participants	11,065	3,350	3,350
Total Resident Revenue	\$18,690.75	\$28,119.25	\$28,119.25
Total Nonresident Participants	520	113	113
Total Nonresident Revenue	\$2,454.00	\$5,924.90	\$5,924.90

UPCOMING EVENTS

FEBRUARY

7th – Daddy Daughter Dance – The annual Valentine event will take place at the Metro North Church from 6pm-8pm. We have a total of 75 tickets and the attire is formal.

MARCH

14th – BBQ & Brews – This event will kick off Spring with great food and music at the Carnes Crossroads Green Barn. The event will start at 4pm and go until 7pm. Bring the whole family for a good time.

Goose Creek Recreation Parks and Addresses

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