

***SUPPORTING MATERIALS TO  
CITY COUNCIL MEETING  
MARCH 10, 2020***

***APPROVAL OF PREVIOUS MINUTES***

**City Council Meeting**  
**February 11, 2020**  
**7:00 P.M.**  
**City Hall**

**Council Members Present:**

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

**Council Members Absent:**

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**Staff Present:**

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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; Assistant Fire Chief Norm Cutshall; finance director Tyler Howanyk; director of Public Works Chuck Denson; Director of Recreation TJ Rostin; Director of Planning & Zoning Mark Brodeur

**Staff Absent:**

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**Invocation/Pledge of Allegiance:**

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Councilmember Corey McClary

**Press Present:**

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None

**Guests Present:**

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None

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**I. Regular Meeting – Invocation / Pledge of Allegiance:**

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

**II. General Public Comments:**

Mayor Habib recognized Mr. William Hillig who commented on Shannon Park and stated he sent an email to Mayor Habib and Councilman McClary that he received an email from the South Carolina Parks Department, which it appears the City has received permission to sell Shannon Park. However, it would appear the City needs the approval of the National Park Service and can only be converted for a land for land conversion, and the land the City could serve must be new conservative land, the City can't take land they promised to be conserved and sell it for cash and use it for somewhere else.

Mayor Habib recognized Mr. Wayne Reader who stated approximately eighteen months ago the South Carolina Department of Transportation, the City and possibly some other agencies came together to perform a traffic study from Old Moncks Corner Road, down along on St. James Avenue (US Highway 176) to S Goose Creek Boulevard (US Highway 52) and he suggested jersey barricades be installed now to get people used to the idea of having them in place. Mayor Habib thanked him for his comments.

**III. Approval of Minutes:**

- a) **City Council Meeting – January 14, 2020**
- b) **City Council Workshop – January 28, 2020**

Councilmember Harmon made a motion to approve the minutes as presented. Councilmember Green-Fletcher seconded the motion. Councilmember McSwain stated Councilmember Tekac was present at the Special City Council Meeting on January 28, 2020. Ms. Lovette thanked Councilmember McSwain and stated the error has been noted and she was aware he was present. Hearing no further discussion Mayor Habib called for the vote. All in favor, none opposed. Motion carried.

#### **IV. Public Hearings, Presentations & Proclamations:**

##### **a) PROCLAMATION – BLACK HISTORY MONTH**

Mayor Habib thanked Mr. Ken Harris, a member of the National Association Advancement of Colored People (NAACP), for accepting the proclamation recognizing February as Black History Month on behalf of Ms. Veronica Dukes who could not be there that evening.

##### **b) AN ORDINANCE AMENDING AND SUPPLEMENTING THE CITY’S BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2020; AND OTHER MATTERS RELATED THERETO (Public Hearing & Final Reading)**

Mayor Habib stated before City Council was a proposed Ordinance to amend and supplement the City’s budget, up for public hearing and second/final reading. He stated the introduction and first reading took place at the Special City Council Meeting on January 28, 2020. Mayor Habib explained what the proposed Ordinance was for and how it related to the City establishing an electric utility to provide electric service to the Century Aluminum property and that it was not an adjustment that would be utilizing taxpayer dollars. Mayor Pro Tem Condon made a motion to approve the proposed Ordinance as stated by Mayor Habib. Councilmember Green-Fletcher seconded the motion. All in favor, none opposed. Motion carried.

##### **c) 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 (Public Hearing & First Reading)**

Mayor Habib read the title to the proposed Ordinance and provided a brief background on what was being presented. Councilmember McClary made a motion to approve the proposed Ordinance as stated by Mayor Habib. Councilmember McSwain seconded the motion. All in favor, none opposed. Motion carried.

#### **VI. Old Business:**

##### **a) 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) (Second & Final Reading)**

Mayor Habib read the title to the proposed Ordinance and provided a brief background on what was being presented. Mayor Pro Tem Condon made a motion to approve the proposed Ordinance as presented. Councilmember Tekac seconded the motion. All in favor, none opposed. Motion carried.

##### **b) 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 (Second & Final Reading)**

Mayor Habib read the title to the proposed Ordinance and provided a brief background on what was being presented. Councilmember McSwain made a motion to approve the proposed Ordinance as presented. Mayor Pro Tem Condon seconded the motion. All in favor, none opposed. Motion carried.

#### **VII. 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 – Tabled During January Meeting)**

Mayor Habib read the title to the proposed Ordinance and stated it was regarding the sale of the City’s old fire station. Councilmember Harmon made a motion to approve the proposed Ordinance as presented. Mayor Pro Tem Condon seconded the motion. All in favor, none opposed. Motion carried.

- b) **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 IF FULLY SET OUT HEREIN (Introduction and First Reading)**

Mayor Habib read the title to the proposed Ordinance and provided a brief background on what was being presented. Councilmember McSwain made a motion to approve the proposed Ordinance as presented. Councilmember McClary seconded the motion. All in favor, none opposed. Motion carried.

- c) **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 (Introduction & First Reading)**

Mayor Habib read the title to the proposed Ordinance and provided a brief background on what was being presented. Councilmember Tekac made a motion to approve the proposed Ordinance as presented. Mayor Pro Tem Condon seconded the motion. All in favor, none opposed. Motion carried.

- d) **AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A NON-EXCLUSIVE FRANCHISE AGREEMENT WITH BERKELEY ELECTRIC COOPERATIVE, INC.; AND OTHER MATTERS RELATING THERETO (Introduction & First Reading)**

Mayor Habib read the title to the proposed Ordinance and provided a brief background on what was being presented. Councilmember McSwain made a motion to approve the proposed Ordinance as presented. Councilmember Green-Fletcher seconded the motion. All in favor, none opposed. Motion carried.

- e) **A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDEMNITY AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF A GUARANTEE AGREEMENT; RATFYING AND CONFIRMING THE ORIGINAL INDUCEMENT AND INDEMNITY AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF THE MASTER ANNEXATION AGREEMENT; AND OTHER MATTERS RELATING THERETO (First & Final Reading)**

Mayor Habib read the title to the proposed Resolution and provided a brief background on what was being presented. Councilmember Tekac made a motion to approve the proposed Ordinance as presented. Councilmember Harmon seconded the motion. At the request of Councilmember McClary, the parcels that will be annexed into the City during a certain point in the future were shown on the screen. Hearing no further discussion, Mayor Habib called for the vote. All in favor, none opposed. Motion carried.

- f) **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 (First & Final Reading)**

Mayor Habib read the title to the proposed Resolution and provided a brief background on what was being presented. Councilmember Harmon made a motion to approve the proposed Ordinance as presented. Mayor Pro Tem Condon seconded the motion. All in favor, none opposed. Motion carried.

Councilmember McSwain stated to Mayor Habib she would like to deviate from the Agenda for a moment to personally thank Mr. Broom who has put up with a million questions from her and City Council regarding the project for the City to create an electric utility company. During this time she gave Mr. Broom a humorous memento in honor of the project and a personal thank you. Mayor Habib stated Mr. Broom has been extremely valuable to this process and the City and will continue to be so until he leaves.

**VIII. Department Report:**

**Chief Steve Chapman, Fire Department:** Mayor Habib stated the Fire Department's report would be heard at the March 11, 2020 regular City Council Meeting.

**IX. City Administrator's Report:**

**a) Request to Hire Contractor – Recreation Department – Crowfield Pool Renovations**

Mr. Broom presented City Council with a request and supporting documentation from Mr. TJ Rostin, Director of Recreation, to renovate the Crowfield swimming pool. Mr. Broom provided a brief description of the work proposing be performed, along with warranty information and requested City Council's approval to hire Liquid Renovations, LLC in the total amount of \$57,313.20, and it is included in the Recreation Department's 2020 FY Budget.

Mayor Habib made a motion to approve the contract as stated by Mr. Broom. Councilmember Green-Fletcher seconded the motion. All in favor, none opposed. Motion carried.

**b) Request to Purchase – Police Department – Dodge Charger Vehicles (x10)**

Mr. Broom presented City Council with a request and supporting documentation from Chief Roscoe to purchase under South Carolina State Contract ten (10) Dodge Chargers for the Police Department and associated equipment to upfit each of the vehicles. Mr. Broom requested the vehicle purchase come from Santee Automotive, LLC in the total amount of \$265,680.00, and the associated equipment come from Global Public Safety, LLC in the total amount of \$87,646.36. and both purchases are included in the Police Department's 2020 FY Budget.

Mayor Pro Tem Condon made a motion to approve the contract as stated by Mr. Broom. Councilmember McClary seconded the motion. All in favor, none opposed. Motion carried.

**c) Request to Purchase - Police Department – Vehicle Radios (x12)**

Mr. Broom presented City Council with a request and supporting documentation from Chief Roscoe to purchase under South Carolina State Contract twelve (12) APX 4500 radios to be installed in the new police vehicles purchased this year, which include the ten (10) Dodge Chargers and two (2) K-9 vehicles which have not come to City Council as of yet. Mr. Broom requested the radios be purchased from Motorola Solutions (Radio Communications of Charleston, Goose Creek, SC) in the total amount of \$38,122.56, and the purchase is included in the Police Department's 2020 FY Budget.

Councilmember Harmon made a motion to approve the contract as stated by Mr. Broom. Councilmember McClary seconded the motion. Councilmember Tekac recused himself from voting and stated he works closely with Mr. Rick Buckner, owner of RCC, on the City's Economic Development Advisory Committee. Hearing nothing further, Mayor Habib called for the vote. All in favor, none opposed. Motion carried.

**d) Request to Purchase – Fire Department – Nissan Rogue Vehicles (x2)**

Mr. Broom presented City Council with a request and supporting documentation from Chief Chapman to purchase under Sate Contract two (2) 2020 Nissan Rogue, midsize SUV's, to be utilized by the Fire Department's building inspectors, they currently drive 2003 Ford Ranger Pickup Trucks. Mr. Broom requested the vehicles be purchased from Hudson Nissan in the total amount of \$38,704.00, and the purchase is included in the Fire Department's 2020 FY Budget.

Councilmember Tekac made a motion to approve the contract as stated by Mr. Broom. Mayor Pro Tem Condon seconded the motion. All in favor, none opposed. Motion carried.

**e) Request to Purchase – Fire Department – Ford F-250 Truck (x1)**

Mr. Broom presented City Council with a request and supporting documentation from Chief Chapman to purchase under Sate Contract one (1) 2020 Ford F-250 Truck, to be utilized by the Fire Department's newly created position

of Battalion Chief of Training, and used to transport large training equipment from station to station for onsite training. Mr. Broom requested the vehicle be purchased from Vic Bailey Ford of Lexington, SC in the total amount of \$37,979.00, and the purchase is included in the Fire Department's 2020 FY Budget.

Mayor Habib made a motion to approve the contract as stated by Mr. Broom. Mayor Pro Tem Condon seconded the motion. Mayor Habib stated the City's Fire Department is growing and City Council and City staff were continuing to work to add the positions to meet the needs of our community. Mr. Broom thoroughly answered a couple of questions from City Council. All in favor, none opposed. Motion carried.

**f) Request to Purchase – Department of Public Works – Sanitation Trucks (x3)**

Mr. Broom presented City Council with a request and supporting documentation from Mr. Chuck Denson, Director of the Department of Public Works, with the received bids to purchase three (3) sanitation trucks, Loadmaster Excel S 31 Cubic yard / 2021 International HV607 SBA Rear-Loading Sanitation Collection Vehicles. Mr. Broom requested the vehicles be purchased from the low bidder, Carolina International Trucks (Charleston, SC) in the total amount of \$474,804.57. He stated City staff also solicited bids to finance the trucks for five (5) years with the low bidder, BB&T, soon to be Truist Bank, at a rate of 2.05%. Mr. Broom stated both the purchase, including the debt retirement and the insurance are included in the Department of Public Works 2020 FY Budget

Mayor Pro Tem Condon made a motion to approve the purchase as stated by Mr. Broom. Councilmember Tekac seconded the motion. Mayor Habib stated he and City Council were committed to continue to upgrade, as well as continue to replace equipment so it stays on the road and we are always able to meet the needs of our community. Councilmember Harmon inquired as to the lifespan of a sanitation truck. Mr. Denson stated the ones he is replacing are 2003/2004, and that's three (3) to five (5) years longer than typical, and you can get more life out of them with a good maintenance program. Mr. Denson stated the newer and better trucks are used to collect household debris and after many years of doing that, they switch over to yard debris collection. Hearing nothing further, Mayor Habib called for the vote. All in favor, none opposed. Motion carried.

**g) Request to Enter Into Contract – Landscape Architect – John McCants Veterans Memorial Park**

Mr. Broom presented City Council with a request and supporting documentation with a proposal from Landplan Group South (Columbia, SC), a landscape architecture firm that has designed many of the City's parks and projects, most recently the landscape medians proposed for St. James Avenue. He stated they have completed the base mapping and design development drawings, which are the high-level conceptual drawings for the recently named John McCants Veterans Memorial Park, to be located in Boulder Bluff. He stated in order to continue moving forward in the design process, the City needs to engage a firm to complete construction documents, which are very detailed; acquire permits, negotiate with contractors and visit the site during construction to monitor the work. Mr. Broom stated City staff was requesting to engage Landplan Group South to see the project through to completion for \$63,450. He stated discussed and decided in a previous City Council Workshop was the decision to pay for the project out of unassigned General Fund Fund Balance, which is essentially the City's savings account. He reminded City Council the Fund Balance Policy basically states approximately \$6,000,000 to \$6,300,000 needs to be kept in the Fund Balance; and, as of December 31, 2019 there was a Fund Balance of \$8,600,000, so City Council has the money to spend on things such as this project. Mr. Broom stated there needs to be a record made wherein City Council is transitioning from an unassigned Fund Balance to an assigned Fund Balance, and he would request that be incorporated in their motion.

Councilmember Green-Fletcher made a motion to approve the contract with LandPlan Group South to complete the design; and, that Mr. Broom assign the amount in the General Fund Fund Balance to the unassigned Fund Balance to pay for the project, as stated by Mr. Broom. Councilmember McClary seconded the motion. All in favor, none opposed. Motion carried.

**h) Request to Enter Into Contract – Comprehensive Plan Baseline Report – BCD COG**

Mr. Moore presented City Council with a request and supporting documentation to contract with the Berkeley Charleston Dorchester Council of Governments to conduct an educational outreach and background report study for the 2020 Comprehensive Plan. He reminded him the State of South Carolina requires a municipality to update their plan every ten (10) years and the City performed the update five (5) years ago. Mr. Moore stated there are

things needed for a baseline study, in order to collect the necessary data and to complete the full Comprehensive Plan in 2020 later this year. He stated City staff was requesting to enter into a contract with the BCDCOG in the total amount of \$49,270, which would include social media advertising, planned video, the City's signage for the public meeting. Mr. Broom stated once BCDCOG is under contract, they will put out a Request for Proposal to different firms to complete the Comprehensive Plan utilizing that data later this year and it is included in the Planning Department 2020 FY Budget under Other Professional Services.

Councilmember McSwain made a motion to approve the contract as stated by Mr. Broom. Councilmember Green-Fletcher seconded the motion. All in favor, none opposed. Motion carried.

**X. Mayor's Report:**

For his Mayor's Report, Mayor Habib stated in forty-seven (47) minutes that may be the most he has ever seen accomplished at a City Council Meeting in his nearly four (4) years in serving the City of Goose Creek. He stated there was a lot of work that went in to what City Council just reviewed and approved, by City staff and all the Councilmembers; and, he is really proud of the support the residents have given City staff and City Council in the process and the direction the City is heading. He stated in order to provide the highest level of service, it costs money and he is proud they have the additional funding to be able to build a park to benefit the community and to honor former Councilmember and retired veteran, Mr. John McCants and all the other Veterans who live in our community. He stated he's proud they have instituted an equipment replacement program that is going to keep their equipment as top notch as a City like the City of Goose Creek deserves; and he's proud of the work people in and around this organization have done and everyone else should be proud of the work they've done as well.

**XI. Adjourn:**

Mayor Pro Tem Condon made a motion to adjourn. Councilmember Harmon seconded the motion. All in favor, none opposed. Meeting adjourned at 7:49 p.m.

Date: March 10, 2020

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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 Workshop**  
**Fire Department HQ - Training Room**  
**February 25, 2020**  
**6:00 P.M.**

**Council Members Present:**

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

**Council Members Absent:**

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**Staff Present:**

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City Administrator Jake Broom; Assistant City Administrator Daniel Moore; City Clerk Kelly J. Lovette; Director of Recreation TJ Rostin

**Staff Absent:**

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**Press Present:**

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**Guests:**

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City Attorney Tim Domin

**CALL TO ORDER:**

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

**STAFF PRESENTATIONS & UPDATES**

**I. City Attorney Briefing on the Freedom of Information Act** – City Attorney Tim Domin thoroughly briefed City Council about requests for records under the Freedom of Information Act regarding email communication, regardless if it's government or personal email and it's sent to someone one on one, reply all, or to City Council as a whole, this includes texting. He cautioned them about reply all and discussions that begin occurring through emails versus information that is simply for distribution purposes. He stated there is nothing wrong with one on one emails or text messages, but there is a very fine line as to including a reply all email and wherein discussions about City business end up being conducted and it's not in a public forum. Mr. Domin thoroughly answered all of City Council's questions regarding laws concerning electronic communication under the Freedom of Information Act.

**II. John McCants Veterans Park Design Development Drawings**

Mr. Broom presented and discussed with City Council the pre-construction drawings for the John McCants Veterans Park and he stated he had four (4) questions: 1) Where does City Council wish to place the memorial; 2) What does City Council envision the memorial to look like; 3) where does City Council picture placement of the restrooms; and 4) should the City keep the building where the batting cages are located. Mr. Broom thoroughly reviewed, made suggestions and discussed with City Council the pre-construction design of the proposed park and thoroughly answered all of City Council's questions.

**III. RELT / Federal Parks Money Update**

Mr. Moore reminded City Council that a while back City staff applied to have some RELT restrictions removed from thirteen (13) properties owned by the City, and they have also been working with Shannon Park with another Federal Grant and they received the answer for both at the same time. He stated it's not exactly good news but it's just there is a process in moving forward. He stated RELT is a Federal Grant money from the National Park service, which is no longer funded by the Federal government, it's essentially defunct, but it's still on their books. He stated the City owns properties purchased with RELT money in the past ten (10) years. Mr. Moore continued with his briefing to City Council, discussed some proposed options and thoroughly answered all their questions. The two (2) options were: 1) the City can sell all the properties, but the City must give half the proceeds to South Carolina PRT to use the monies at any of the parks throughout the State, and that does not mean the City will receive any of the monies from the SC PRT at one of their parks; 2) Only sell specific parcels and then use half the proceeds from those sales would be used to expanding the Greenview Acres parks with connecting parcels already owned by the City if City Council wished to remove the restrictions in part or in whole. Mr. Broom also discussed restrictions placed on certain parcels wherein the Goose Creek Recreation Commission has Deed Restrictions placed on those properties, like what was on the Shannon Park property. He stated City staff was able to have them remove those

restriction to the Shannon Park property by expanding the contract for services in the Special Purpose Tax District by ten (10) years. Mr. Moore stated the properties in question would need to have appraisals done on them to know what the current fair market value is. Mr. Broom stated if the City sells Shannon Park, we automatically become defunct on the original agreement and the City will become ineligible from receiving any Federal Grants for two (2) years on any Federal national public service monies, which is only for parks. He stated if the City waits, it could take eighteen months to five (5) years to clear everything and that's not really something that would benefit the City to wait in the long run. He stated the last time the City used Federal Grant monies was in 1986, so the City does not use Federal monies often.

Mayor Habib stated he would like to see the eight (8) lots across from the Greenview Acres Park be sold to Habitat for Humanity to be developed, and the monies from the proceeds be placed into expanding the property that connects to the already existing Greenview Acres Park.

## **CITY COUNCIL DISCUSSION ITEMS:**

### **I. Board & Commission Liaison Reports**

**Cultural Arts Commission (CAC) (Councilmember McClary)** – Councilmember McClary stated Ms. Lovette informed him the vacancy for the CAC needed to be advertised. Ms. Lovette stated the vacancy would be advertised with the local media and the City's website and social media sites. Councilmember McClary stated the CAC has Art Talk in the Creek which takes place on the third Monday of each month, and at the one in February they had almost forty (40) people in attendance; he stated the one in March it would take place at the Crowfield Pub (Crowfield Golf Course) on Monday, March 16<sup>th</sup> and the guest speaker will be Dr. Michael Heitzler, former Mayor for the City of Goose Creek. Councilmember McClary reviewed some of the upcoming projects the CAC is working on regarding murals they would like to put into effect based on the recent passing of a murals ordinance by City Council; a community outreach (Come Paint with Me – third Saturday, 9 am to 12 noon – Community Center); and a seniors community outreach (Senior Arts – third Saturday, 1 pm to 3 pm – Community Center).

**Planning Commission (PC)** – Councilmember McSwain stated she missed the February meeting of the PC due to the South Carolina's Legislative Action Day in Columbia during that time. (Note: Parts were inaudible due to a train going by.) Mr. Moore stated there were no vacancies on the PC and Mr. Josh Johnson, Chairman of the PC was doing a great job in his position and in conducting the meetings.

**Economic Development Advisory Committee (EDAC)** - Councilmember Tekac stated they had a meeting scheduled for that upcoming Thursday to update the members on Project Lighting Rod.

**Architectural Review Board (ARB)** – Mayor Pro Tem Condon stated the ARB received some recent annual training that consisted of six (6) hours. Mr. Moore stated he was working with Mark Brodeur, Director of Planning & Zoning, on creating new training materials that are geared more specifically to what the ARB deals with, as opposed to things normally dealt with by the Planning Commission.

## **ADJOURNMENT**

Mayor Pro Tem Condon made a motion to adjourn. Councilmember Tekac seconded the motion. All in favor, none opposed. Motion carried. (7:14 pm)

Minutes approved and adopted:

Date: March 10, 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

## “Bleeding Disorders Awareness Month” March 2020

*WHEREAS, I, Gregory S. Habib, Mayor of the City of Goose Creek, am proud to commemorate March 2020 as Bleeding Disorders Awareness Month in the City of Goose Creek; and*

*WHEREAS, this designation will formalize and expand upon the designation 34 years ago of March 1986 as “Hemophilia Awareness Month” by President Ronald Reagan; and*

*WHEREAS, the federal Department of Health and Human Services designated March 2016 as National Bleeding Disorders Month; and*

*WHEREAS, these bleeding disorders, which share the inability to form a proper blood clot, are characterized by extended bleeding after injury, surgery, trauma or menstruation and can lead to significant morbidity and can be fatal if not treated effectively; and*

*WHEREAS, many individuals with hemophilia became infected with HIV and Hepatitis C in the 1980’s due to the contamination of the blood supply and blood products; and*

*WHEREAS, this Awareness Month in March will generate greater awareness and understanding of not only hemophilia, but all inheritable bleeding disorders, including von Willebrand disease—which alone impacts an estimated one percent of the U.S. population or more than 3.2 million individuals; and*

*WHEREAS, Hemophilia of South Carolina is a not-for-profit organization founded in 1973 supporting the South Carolina bleeding disorders community; and*

*WHEREAS, this Awareness Month will foster a greater sense of community and shared purpose among individuals with all inheritable bleeding disorders; and*

*WHEREAS, this Awareness Month will elevate awareness of and engagement in the inheritable bleeding disorders journey beyond our community to the general public, enabling the prevention of illness, unnecessary procedures, and disability; now*

*THEREFORE, I, Gregory S. Habib, Mayor of the City of Goose Creek, do hereby proclaim the month of March 2020 as:*

### **BLEEDING DISORDERS AWARENESS MONTH**

*In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Goose Creek to be affixed this 10<sup>th</sup> day of March 2020.*

\_\_\_\_\_  
Gregory S. Habib  
Mayor

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





# *Proclamation*

## *Office of the Mayor*

### *“2020 Women in Construction Week”*

### *National Association of Women in Construction (NAWIC)*

### *March 1 – 7, 2020*

*WHEREAS, the Palmetto Chapter has distinguished itself for two years as the voice of women in construction in the Berkeley, Dorchester, and Charleston counties; and*

*WHEREAS, the work done by the Palmetto Chapter has benefited the region through community development and educational programs; and*

*WHEREAS, the Palmetto Chapter has unceasingly promoted the employment and advance of women in the construction industry; and*

*WHEREAS, the construction community, represented by the Palmetto Chapter, has been a driving force in fostering community development through renovation and beautification projects; promotion of skilled trades careers; and a positive vision of the future; and*

*WHEREAS, the Palmetto Chapter has sought to achieve successful results for our region and surrounding areas in a cooperative spirit with other organizations*

*NOW THEREFORE, be it proclaimed as Mayor of the City of Goose Creek, South Carolina, I, Gregory S. Habib, do hereby recognize the Palmetto Chapter and its many dedicated volunteers for its steadfast work on behalf and support of women in construction, and do proudly proclaim the week of March 1-7, 2020 as “Women in Construction Week,” and encourage our citizens to congratulate the organization on its many accomplishments.*

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*Gregory S. Habib*  
*Mayor*

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

***OLD BUSINESS***

**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 10<sup>th</sup> 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



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.<sup>1</sup> The City has a fiduciary duty to receive consideration of “reasonably equivalent value” in exchange for its sale or conveyance of real property.<sup>2</sup> 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....”<sup>3</sup>

(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

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

<sup>2</sup> *Id.*

<sup>3</sup> 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.

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**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 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 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.

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**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

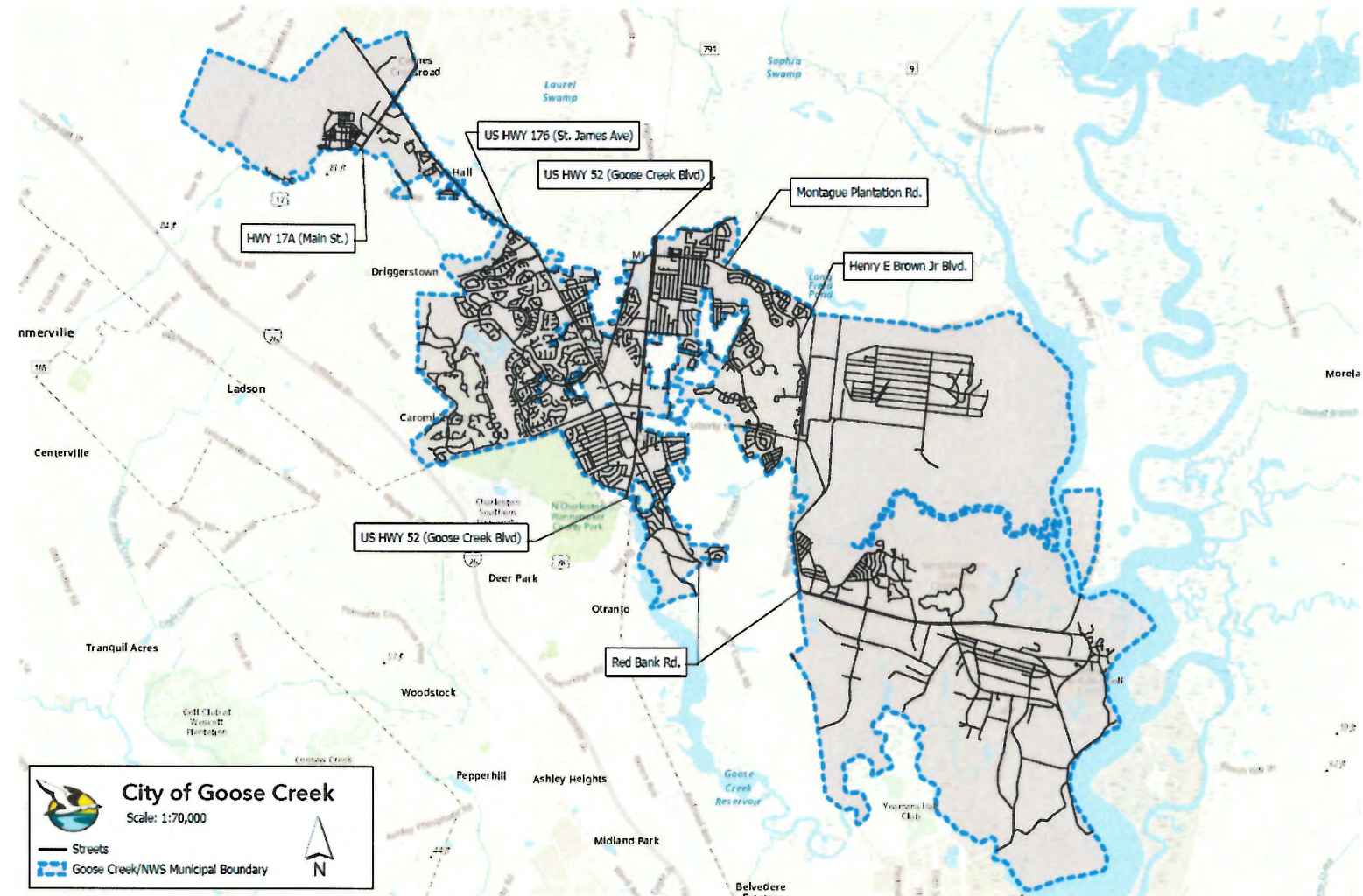
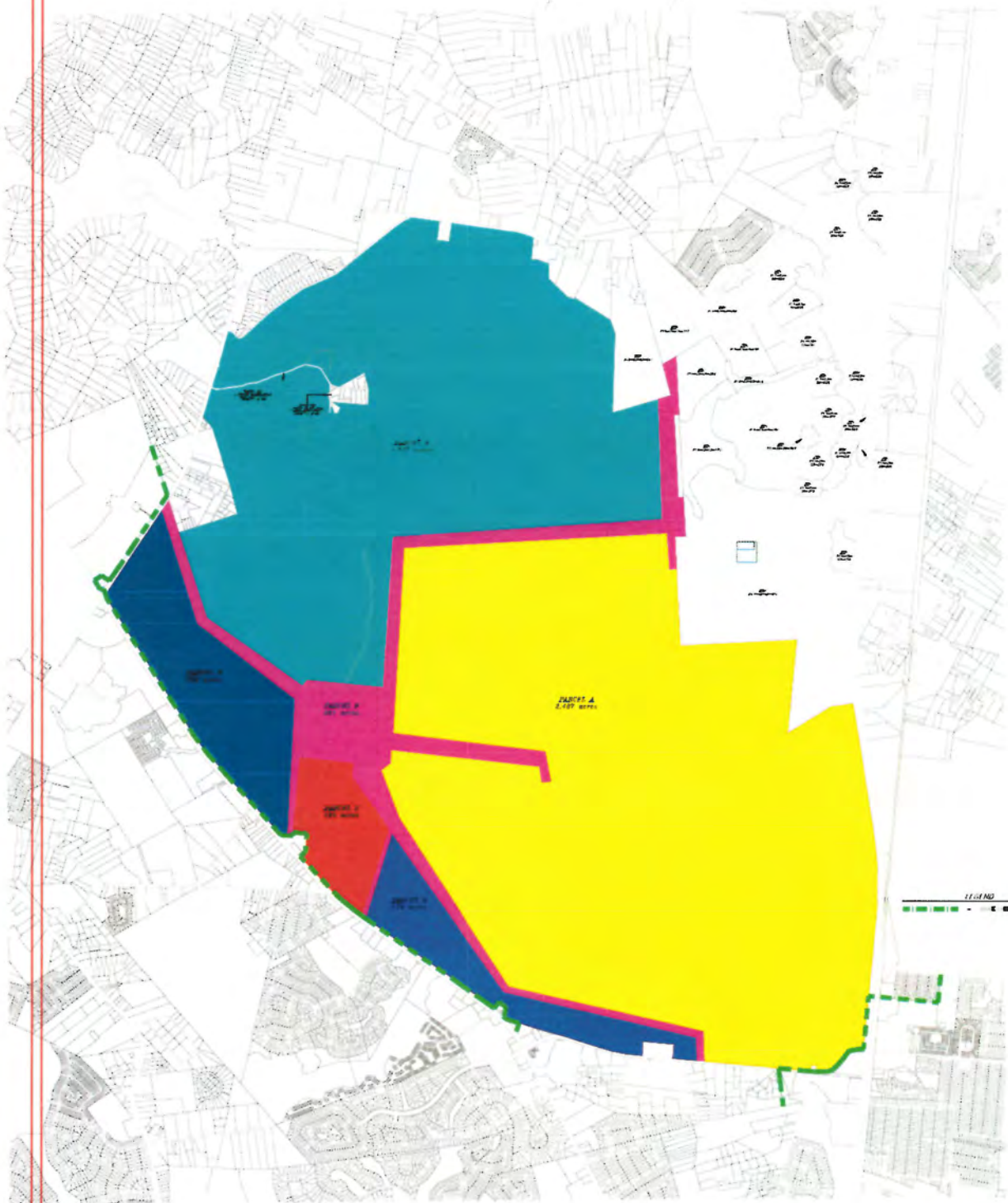




EXHIBIT B

DESCRIPTION AND MAP OF EXCLUDED AREA



***NEW BUSINESS***

**Resolution Approving Financing Terms**

**WHEREAS:** The City of Goose Creek, SC (“Borrower”) has previously determined to undertake a project for the financing of various vehicles (the “Project”), and the Finance Officer has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The Borrower hereby determines to finance the Project through Truist Bank (“Lender”) in accordance with the proposal dated February 5, 2020. The amount financed shall not exceed \$475,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 2.05%, and the financing term shall not exceed five (5) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

SEAL

# ***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:** March 6, 2020  
**SUBJECT:** Request to Hire Contractor – Recreation  
Department – Crowfield Tennis Court Resurfacing

Please find attached a request and supporting documentation from the Recreation Director regarding hiring a contractor to resurface the city-owned tennis courts at Crowfield Golf Club.

Staff requests to hire the low bidder, **Carolina Sport Surface, Inc. (Sullivan's Island, S.C.)**, to resurface the four courts for the total cost of **\$30,800**.

This purchase is included in the FY2020 Recreation Enterprise Fund Budget under line items *680-6805 – General Repairs and Maintenance*.

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

**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: February 12, 2020  
Subject: Crowfield tennis court resurfacing

The Recreation Department is requesting to select a contractor to resurface the four (4) tennis courts at Crowfield. We would like to select Carolina Sport Surfaces, Inc. with a submitted price of \$30,800.00 plus tax. This vendor was the lowest bidder and they have an extensive history of quality work on their past projects.

These funds were approved in line item #250-685-680-6805 in our tennis department.

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

# CAROLINA SPORT SURFACES INC.

## 2005 USTA National Award for Construction Excellence

### BUDGET PROPOSAL RESURFACING FOUR COURTS

Crowfield Plantation TC

2/1/2020

#### **Re: Resurfacing four tennis courts at Crowfield Plantation TC.**

Thank you for considering our offer. We have thirty 44 years of experience in creating quality sport surfaces. We carry workmen's compensation and general liability insurance.

#### **Opinion**

These courts show cracking as a result of the age of the asphalt and severe oxidation of the color surface and asphalt base. After looking over the courts it is my opinion that the asphalt is of such an advanced age that it has lost its ability to expand and contract uniformly. This causes the asphalt to crack in what are naturally occurring expansion joints. These cannot be repaired with filler. There is not enough structural strength in asphalt to allow for a filler to bond to both sides of the crack without one side of the crack or the other giving way. A new surface on these courts will hold up relative to the amount of movement in the asphalt. The following options are offered:

#### **Option 1-Acrylic Color Surface**

1. **Surfacing Requirements:** The owner will provide and maintain access to the site and provide an area adjacent to the court for the purpose of storing and preparing materials. A water and electrical source will be provided if possible.
2. **Surface Preparation:** The contractor will prepare the courts for surfacing in accordance with the following steps.
  - A. Grind the surface, clean, scrape and power wash courts as needed.
  - B. Cracks will be cleaned and filled. Cracks may return.
  - C. Low areas will be filled in an attempt to minimize standing water. The contractor cannot guarantee water off this surface.
3. **Court Surfacing:** The contractor will surface the courts in accordance with the following steps.
  - A. Acrylic resurfacer will be applied over the entire court area in **TWO** layers.
  - B. Color coatings will be applied in two colors with **TWO** layers over the entire court.
  - C. The courts will be lined off to USTA standards with one undercoating to help prevent fuzzy lines and two white coats textured to match the new surface.

**(FOUR COAT SYSTEM) Most cracks and base related failures will return.**



**Carolina Sport Surfaces Inc.**

Re: Crowfield Plantation

**Option 2 RITE WAY CRACK REPAIR SYSTEM**

This is a series of fabric layers placed over a structural crack that we have had much success with. The estimate is based on the lineal feet estimated to be applied over each court based on site measurements of structural cracks.

**Costs:**

		<b>Initial</b>
Option 1 Color Surfacing	\$24,000	_____
Option 2 Riteway Crack Repair (add to option 1) (453 lineal feet of cracks)	\$6,800	_____

Additional cracks treated if needed shall be \$15.00 per lineal foot.

Alternates: Initial if accepted.

Supply and install tennis net with center strap.	\$250.00 each	_____
Supply and install 6' windscreens 704 lf	\$4,900	_____
Supply and install 4 tidy courts	\$350	_____

Detach fence fabric sand and repair metal framework and apply industrial enamel to framework then re attach fence fabric.	\$7,000	_____
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Supply and install court benches	\$250 each	_____
Supply and install Pickleball lines	\$350 each set	_____

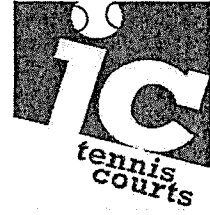
Offered By: Date \_\_\_\_\_

Accepted By: Date \_\_\_\_\_

\_\_\_\_\_  
 Skip Scarpa, Pres.  
 Carolina Sport Surfaces Inc.  
 P: 843-883-3938  
 M: 843-200-4956  
 E: [skip@scarpatennis.com](mailto:skip@scarpatennis.com)  
[www.carolinasportsurfaces.com](http://www.carolinasportsurfaces.com)  
 2102 Atlantic Ave.  
 Sullivans, Island, SC 29482

\_\_\_\_\_  
Crowfield Plantation

*Note: No warranty is offered or implied relative to the reflection of existing or formation of new cracks in this surface. All contracts are subject to Carolina Sport Surfaces Inc. general conditions. Sign and return one copy of contract and general conditions if approved. All contracts subject to Carolina Sport Surfaces General Conditions.*



## J.C TENNIS COURT LLC

P.O.BOX 6904  
GREENVILLE SC 29606

Mobile: 864-553-5706  
Email: jctenniscourts@aol.com

### **Proposal and contract:**

February 4, 2020  
City of Goose Creek  
300 Hamlet Circle  
Goose Creek, SC 29445

### **RESURFACE OF FOUR TENNIS COURTS AND APPLY RITE WAY CRACK RERAIR. ALL INCLUDED IN PRICE:**

#### **PREPARATION OF RESURFACE:**

The Contractor will prepare the tennis courts in accordance with the following steps.

- A. Power wash the courts as needed to remove dirt and algae/mold growth and prepare the Surface for work. Also, remove fiber glass off the existing cracks.
- B. Fill cracks as required with approved acrylic crack filler.
- C. Scrape down the acrylic crack filler in order to make the repairs "flush" with the existing court.
- D. Apply RiteWay Crack Repair to the existing cracks.
- E. Apply two coats of acrylic resurface over the areas where RiteWay Crack Repair has been applied so that the crack repair does not shadow through the new resurface.

#### **COURT RESURFACING:**

The Contractor will surface the tennis courts in accordance with the following steps.

- A. Furnish and apply a USTA/ITF approved acrylic surface by Sportmaster Sport Surfaces acrylic resurface (one application). Acrylic resurface is an acrylic concentrate, which is blended with sand and water at the jobsite. It is used as a resurface for pavement prior to the application of acrylic color surfacing systems.
- B. Furnish and apply a USTA/ITF approved acrylic surface by Sportmaster Sport Surfaces (two applications.) Surface is a factory mixed blend of Color coat and filler coat to insure uniformity of all-weather tennis court surfaces. Color of court surface to be the Owner's choice of standard colors. (Small upcharge for purple due to extra pigment).
- C. Line the court with white acrylic line paint, textured to match court surface.

**SITE:** The Contractor will clean the site of all debris created from the construction process and leave the Courts ready for play.

All the **Materials and Labor are guaranteed for five (5) years. The Rite Way Crack Repair System Guarantee on the cracks that were repair is for three (3) years.** New Cracks can appear around the crack that was repaired that has nothing to do with the Crack Repair System. That would be considered a new crack. All work that is provided is with excellence making sure our customers are 100% satisfied with the work that has been provided with our company. We cannot guarantee the return of cracks on the court. No Company can guarantee cracks on concrete or asphalt projects because the winter seasons can cause cracks on the surface of the court. All work is to be completed in a workman like manner according to the standards practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance within 90 days and it is void there days and it is void thereafter at the option of undersigned.

**Acceptance of proposal and contract:**

We hereby propose to furnish labor and Materials – complete in accordance with the above specifications, we propose to complete the above work for the sum of **\$34,800.00** with the payment to be made as follows: **\$ 17,400.00** down payment before the start of the job and **\$ 17,400.00** upon completion.

The above prices, specifications, and conditions are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined below.

Signature: \_\_\_\_\_ *Sergio Mendieta* \_\_\_\_\_ Date: 02/4/2020  
Owner

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



SC Contractor License CLG.122093



Sport Court Carolina, Inc.  
418 Crompton Street  
Charlotte, NC 28273  
Office: 704-926-4072  
Cell: 704-239-4900

Sourcewell ID # 082114-CSC"

February 1, 2020

TJ Rostin  
Recreation Director  
City of Goose Creek  
Goose Creek, SC 29445



### Crowfield Tennis Court

**Scope of Work:**

Repair Cracks and resurface four outdoor tennis courts. 28,800 SF

To include:

- Clean courts to remove dirt and loose material.
- Repair 320 LF of cracks using Armour Crack or Rite-Way system,
- Level 70 SF of depressions and birdbaths.
- Apply one coat of acrylic resurfacer & Two coats of color on each court. Courts are US Open Blue, OB is Green.
- Paint White lines for 4 regulation tennis & 1 red pickleball on court 4.

Total: \$57,515.00

Project duration 7-10 working days.

Customer agrees to provide the following to facilitate the work.

1. Remove grass and debris around fence before work begins.
2. Staging area for materials for the duration of the work.
3. Provide a water at site for pressure washing and mixing resurfacing materials.
4. Provide 110v power for power tools.

Continued next page





SC Contractor License CLG.122093



All material is guaranteed to be as specified, and all the above will be in accordance with the owner's specifications. All work will be performed in a substantial workman like manner. Any alteration or deviation from specifications above involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All elements of this agreement are contingent upon strikes, accidents, or delays beyond our control. The estimate does not include material price increases, or additional labor and materials that may be required should unforeseen problems arise after the work has started. Owner of the property is responsible for carrying fire, tornado, flood and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Respectfully Submitted By: ~~Dave Barber~~ Sport Court Carolina, Inc.

This proposal may be withdrawn if not accepted within 30 days.

**Note:** This proposal is a legal and binding contract. No cancellations may be made. If cancelled, a 25% restocking or processing fee may be charged at the determination of Sport Court Carolina, Inc. Monthly finance charges may be applied to past due accounts.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

**Terms** - A deposit of 35% will be paid upon acceptance of this contract, Progress billing on a bi-weekly basis, final balance is due within 15 days of completion, 1.5% penalty every month thereafter. Quoted prices are based on cash payment.

**Credit Card:** If paying by credit card there will be a 3% surcharge to the total amount of the contract.

Accepted by:

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



THE CITY OF  
**GOOSE CREEK**

BERKELEY CO. EST. 1981 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:** March 6, 2020  
**SUBJECT:** Amendment to Purchase Request – Police Department - Vehicles

Please find attached a request from the Police Chief regarding purchasing eight (8) Dodge Durango police vehicles instead of the ten (10) Dodge Chargers that you approved last month.

Since last month's meeting, our order for the Chargers was canceled by Dodge. They have informed us that a nationwide shortage of Chargers will not be remedied for as long as a year.

We were told that they only produce police-specific Chargers for short periods twice a year in one of their factories. The next run will not take place for several months, and the vehicles produced then will go to fulfill orders placed earlier than ours.

Staff's research indicates that the only two police vehicles readily available are Dodge Durangos and Ford Explorers. The Durangos are less expensive and they are preferred by our mechanics since the engine in the Durango is identical to the engine in the Chargers we already have in our fleet.

Staff requests to purchase the vehicles from the state contract vendor, **Santee Automotive (Manning, S.C.)**, for the total cost of **\$256,704**. The order for the Chargers totaled \$265,680.

This purchase is included in the FY2020 Police Department Budget under line items *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



**LJ Roscoe**

CHIEF OF POLICE

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

Mr. Jake Broom  
City Administrator  
City of Goose Creek

March 5, 2020

Recently, I was advised that the car purchase / order that was previously approved by city council was cancelled. The purchase / order that was approved was for 10 new Dodge Chargers at the state contract price of \$26,568. This year, Dodge made modifications to the police package Chargers and "under made" the parts that were required. This has caused the company to cancel orders that were placed by police departments nationwide. As a result, I have researched the other options that are available to us at this time.

Currently, the only other vehicles that are available are the Ford Explorer at a cost of \$33,103 and the Dodge Durango at a cost of \$32,088. The Ford Explorer has a V6 engine, while the Dodge Durango has the V8 engine which is identical to that of the engine that is in the Chargers that we currently have. In researching the gas mileage on each of the vehicles, it was determined that the average for the Ford Explorer is 19 miles per gallon versus the Dodge Durango which has an average of 17 miles per gallon. This two mile per gallon difference can certainly be attributed to the larger size engine.

I spoke with DPW Director Chuck Denson to ascertain which of the two vehicles would be easier and more cost efficient for the shop to maintain. I was told that due to the engines being the same as the Chargers, the staff at the shop would prefer the Durango over the Explorer. The Explorer also underwent a modification with their 2020 model that the staff at the shop has not dealt with as of yet.

At this time, I would respectfully request that permission be granted for the police department to purchase 8 Dodge Durangos for a total cost of \$256,704 in place of the 10 previously approved Dodge Chargers at the cost of \$265,680.

Sincerely,

LJ Roscoe

Chief of Police

# ***MAYOR'S REPORT***



# ***DEPARTMENT REPORTS***

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

**Business Licenses Issued**

License Type	Issued	Fee	Gross Sales Reported	YTD Issued	YTD Fees	YTD Gross Sales Reported
Inside City	422	\$ 847,438	\$ 753,033,218	686	\$ 1,291,451	\$ 1,000,697,830
Outside City	419	416,493	86,163,601	764	780,364	158,863,588
NWS Contracts	9	16,926	4,215,798	10	19,044	5,069,148
MASC Ins & Telecom	-	-	-	-	-	-
Prior Yrs.	52	22,796	11,323,723	68	25,792	16,225,901
<b>Totals</b>	<b>902</b>	<b>\$ 1,303,653</b>	<b>\$ 854,736,340</b>	<b>1,528</b>	<b>\$ 2,116,651</b>	<b>\$ 1,180,856,467</b>

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

Name	Address	Type
Stratford Place Goose Creek	97 Bridgetown Road	l(assisted living facility)
Stratford Place of Goose Creek	95 Bridgetown Road	l(memory care facility)

**Building Permits Issued**

	Issued	Fees	Construction Costs	YTD Issued	YTD Fees	YTD Construction Costs
Express	20	\$ 26,662	\$ 3,012,384	68	\$ 85,495	\$ 11,369,916
Building	47	13,811	2,237,313	118	24,880	3,299,080
Misc Permits	42	5,805	2,023,852	80	8,220	2,305,067
Plan Review	80	21,113	-	184	46,965	-
<b>Totals</b>	<b>189</b>	<b>\$ 67,391</b>	<b>\$ 7,273,549</b>	<b>450</b>	<b>\$ 165,560</b>	<b>\$ 16,974,063</b>

**Commercial Construction in Progress**

Contractor Name	Address	Project
Linden Construction	2006 N Main Street	Shopping Plaza
O'Brien & Gere Inc. of North America	435 Old Mt Holly Road	Manufacturing Plant
CF Evans Construction Company LLC	11000 Eagle Hall Lane	Apartment Complex
Carolina Contracting Services	117-129 Plantation North Blvd.	Shopping Complex
Carolina Multifamily Construction Inc	1000 Conway Circle	Apartment Complex
Paric Corporation	2 Spring Hall Drive	Business Office Addition
Hawk Construction of Charleston	111 Spring Hall Drive	Business Office Addition
Schaffer Group Inc.	105 Commerce Place	Office Building w/Storage
Coward-Hund Construction	121 Carolina Avenue	Commercial Building

**City of Goose Creek Administration Department  
Monthly Report  
February 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)	8	21
Mackey Farms	0	6
Marrington Villas (Cobblestone)	0	0
Medway Landing	3	6
Miscellaneous	0	6
Sophia Landing	0	9
Carnes Crossroads	9	20
TOTALS	<u>20</u>	<u>68</u>

**Hospitality Fees Collected**

	<u>Current Month</u>	<u>YTD</u>	<u>Fund Balance</u>
Total Fees Collected	\$ 154,118	\$ 319,547	\$ 209,748

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

	<u>Current Month</u>	<u>YTD</u>
Number of Payments Collected	1,678	3,634
Total Receipts Collected	\$ 105,540	\$ 221,204

**MUNICIPAL COURT MONTHLY REPORT**  
**Report For February 1st, 2020 to February 29th, 2020**

**Cases Filed**

Criminal	140	
Traffic	790	
City Ordinance	9	
Parking	0	
<b>Total Filed Violations</b>	<b>939</b>	

**Bench Trials Scheduled**

Criminal	110	
Traffic	1046	
City Ordinance	2	
Parking	0	
<b>Total Scheduled</b>	<b>1158</b>	

**Case Disposition**

Guilty	581	
Not Guilty	2	
Continued	302	
Dismissed for Plea Agreement (Ticket Re-Write)	86	
Dismissed by Judge	2	
Dismissed for Deceased	0	
Dismissed for Compliance	447	
Dismissed by Officer	21	
Dismissed - Lack of Prosecution	36	
Entered into the PTI Program	8	
Voided	3	
Nolle Pros	1	
Transferred to Youth Court	5	
Transferred to Magistrate	0	
Transferred to General Sessions	62	
<b>Disposition Totals</b>	<b>1556</b>	

**Fines, Fees and Assessments Collected**

Fines Retained by the City	\$32,848.56	
Fees and Assessments Forwarded to the State	\$49,975.43	
Victim's Assistance Fund	\$5,477.07	
<b>Total Fines, Fees, and Assessments Paid</b>	<b>\$88,301.06</b>	

**Bench Warrants**

Issued	1	
Cleared	14	
<b>Change in Total Warrants</b>	<b>-13</b>	

**Jury Trials**

		Up / (Down)			(Previous Month)
January					
Requested	2	(66.7%)	Requested	6	
Scheduled	7	(73.1%)	Scheduled	26	
Continued	0	(100.0%)	Continued	5	
Disposed	10	0.0%	Disposed	10	
Pending Total	33	(19.5%)	Previous Pending Total	41	



**City of Goose Creek**  
**Maintenance Division Monthly Report**  
**February 2020**

DESCRIPTION	FEB.	Y.T.D
<b>Vehicle Usage</b>		
Vehicle Mileage.....	1,951	4,221
Fuel Consumption (Diesel).....	0	0
Fuel Consumption (Unleaded).....	163	377
<b>Ground Maintenance</b>		
Drainage/Maintenance Activities (Approximate Hours).....	544	1,144
Solid Waste Collection (Hours).....	8	24
Drainage Maintenance (Hours).....	72	136
Building, Grounds, Special Projects (Hours).....	464	984
Road and Bike Trail Maintenance (Hours).....	0	0
<b>Road Maintenance</b>		
Road Maintenance Request (Total).....	19	29
SCDOT (new request).....	7	8
County (new request).....	12	21
Road Maintenance Requests Corrected.....	11	29
Street Signs Replaced/Erected/Repaired.....	6	14
<b>Ditch Maintenance</b>		
Ditch Maintenance Request.....	0	0
SCDOT.....	0	0
County.....	0	0
Ditch Maintenance Corrected.....	0	2

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

DESCRIPTION	FEB.	Y.T.D
<b>Sanitation:</b>		
<b>Vehicle Usage:</b>		
Vehicle Mileage.....	7,629	17,959
Fuel Consumption (Diesel).....	2,328	5,601
<b>Garbage Removal:</b>		
Household Garbage (Tons).....	908	2,090
Yard Debris (Tons).....	183	430
Construction Debris (Tons).....	98	213
Side Door Collections.....**updated the list** .....	0	36
Dead Animal Removed From Streets.....	6	13
<b>Code Enforcement:</b>		
<b>Vehicle Usage:</b>		
Vehicle Mileage.....	1,443	2,399
Fuel Consumption (Unleaded).....	75	163
<b>Inspection/Violations:</b>		
Code Inspections (Complaints) .....	5	7
Code Inspections.....	665	1,336
Code Violations Corrected .....	133	323
Code Violations Pending.....	80	N/A
Inoperable/Unlicensed Vehicles Cited.....	36	62
Inoperable/Unlicensed Vehicles Cleared.....	18	41
Summons Issued.....	14	14

**City of Goose Creek**  
**Water Division Monthly Report**  
**February 2020**

DESCRIPTION	FEB.	Y.T.D
<b>Water Usage:</b>		
Total Consumption (M.G.).....	72.23	138.65
Max Daily Flow (M.G.D.).....	2.75	2.91
Min Daily Flow (M.G.D.).....	1.77	1.69
Daily Average (M.G.D.).....	2.33	2.31
<b>Account Services:</b>		
New Customers.....	56	168
Close Outs.....	70	185
Adjustments:.....	4	16
Account Arrangements.....	41	83
Clerical Errors.....	10	24
Temporary Services.....	16	29
Turn-Offs...(Sewer).....	164	322
Turn-Offs... (Non-Payment, Bad Checks, No Deposit).....	326	599
<b>Maintenance Services:</b>		
Repair Broken Water Mains.....	1	2
Investigate Service Leaks.....	41	86
Repair Service Leaks.....	3	11
Locate Lines .....	128	259
Change Meters.....	27	101
Service Line Replacement .....	0	0
Meter Box Maintenance and Repair.....	4	8
Valve Replacement .....	0	0
Fire Hydrant Replacement/Installs/Repairs.....	0	0
Install Taps.....	8	33
Site Restorations .....	0	1
<b>Vehicle Usage:</b>		
Vehicle Mileage.....	6,085	13,075
Fuel Consumption (Gallons).....	403	834



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

	TOTAL	YTD	FEB. 2019
<b>Fire</b>			
Structure Fire	2	8	10
Mobile Home, Camper, Motor Home Fire	0	0	1
Vehicle Fire	0	1	1
Natural Vegetation Fire	0	2	2
Rubbish Fire	0	0	1
Special Outside Fire	0	0	0
Crop Fire	0	0	0
 <b>Overpressure Rupture, Explosion, Overheat (No Fire)</b>			
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	0	0	
 <b>First Responder and Rescue Incidents</b>			
First Responder	191	411	200
Motor Vehicle Accidents	40	85	25
Lock-in	0	0	0
Search for a Lost Person	0	0	0
Extrication, Rescue	1	1	1
Water Rescue	0	0	0
Electrical Rescue	0	0	0
Rescue or EMS Standby for Hazardous Conditions	0	0	0
 <b>Hazardous Condition (No Fire)</b>			
Combustible/Flammable Spills and Leaks	0	3	3
Chemical Release, Reaction, or Toxic Condition	1	1	0
Radioactive Condition	0	0	0
Electrical Wiring/Equipment Problem	4	10	5
Biological Hazard	0	0	0
Accident, Potential Accident	0	1	0
Explosive, Bomb Removal	0	0	0
Attempted Burning, Illegal Action	0	0	0

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

	<b>TOTAL</b>	<b>YTD</b>	<b>FEB. 2019</b>
<b>Service Call</b>			
Person in Distress	0	0	0
Water Problem	2	2	2
Smoke, Odor Problem	2	2	0
Animal Problem or Rescue	1	1	0
Public Service Assistance	16	37	24
Unauthorized Burning	4	7	4
Cover Assignment, Standby, Moveup	0	2	0
<b>Good Intent Call</b>			
Good Intent Call, other	0	1	0
Dispatched and Cancelled En Route	35	71	26
Wrong Location	8	16	7
Authorized Controlled Burning	0	0	1
Vicinity Alarm (Incident In Other Location)	0	0	0
Steam, Vapor, Fog, Or Dust Thought To Be Smoke	2	6	3
Hazmat Release Investigation W/No Hazmat Found	1	1	0
<b>False Alarm and False Call</b>			
Malicious, Mischievous False Alarm	2	3	1
Bomb Scare-No Bomb	0	0	0
System or Detector Malfunction	8	10	5
Unintentional System or Detector Operation (No Fire)	7	30	7
Biohazard Scare	0	0	0
<b>Severe Weather Or Natural Disaster</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Special Incident Type</b>	<b>3</b>	<b>4</b>	<b>1</b>
<b>Total Fire Calls</b>	<b>330</b>	<b>717</b>	<b>330</b>
<b>Man Hours</b>	<b>738</b>		
<b>EMS</b>			
Patients Seen	204	422	285
Patients Transported	168	362	165
No Transports	36	60	120
Cancel/False	29	60	35
<b>TOTAL EMS CALLS</b>	<b>234</b>	<b>483</b>	<b>329</b>
<b>Man Hours</b>	<b>480</b>		

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

	<b>TOTAL</b>	<b>YTD</b>	<b>FEB. 2019</b>
<b>TRAINING HOURS - Daily and Specialized</b>	<b>390</b>	<b>950</b>	<b>208</b>
<b>PUBLIC EDUCATION</b>	<b>1</b>	<b>1</b>	<b>2</b>
<b>SMOKE DETECTOR DISTRIBUTION/INSTALLATION</b>	<b>0</b>	<b>0</b>	<b>0</b>

Goose Creek Police Department  
February 2020 Monthly Report

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

<b>Crimes Against Persons</b>	<b>Inc. Month</b>	<b>Inc. YTD</b>	<b>Vs. Last Y.T.D.</b>	<b>Change %</b>
Homicide / Manslaughter	0	0	0	#DIV/0!
Aggravated Assault	7	11	6	83.3%
Simple Assault	33	52	54	-3.7%
Intimidation	5	13	19	-31.6%
Criminal Domestic Violence	17	39	33	18.2%
Criminal Sexual Conduct	7	15	5	200.0%
Armed Robbery	0	1	0	#DIV/0!
Strong Arm Robbery	2	2	0	#DIV/0!
Fraud / Forgery-Financial	21	50	54	-7.4%
Kidnapping / Abduction	1	1	0	#DIV/0!
Drug Related Violations	28	71	90	-21.1%
Disorderly / Disturbing School	2	2	4	-50.0%
Unlawful Use of Telephone	5	6	7	-14.3%
Resisting Arrest	4	8	2	300.0%
Indecent Exposure	0	0	1	-100.0%
<b>Crimes Against Property</b>	<b>Inc. Month</b>	<b>Inc. YTD</b>	<b>Vs. Last Y.T.D.</b>	<b>Change %</b>
Burglary / B & E	13	19	30	-36.7%
Grand Larceny (Vehicles)	6	16	9	77.8%
Petit / Grand Larceny	33	63	42	50.0%
Theft from Motor Vehicles	24	46	23	100.0%
Shoplifting	39	64	21	204.8%
Vandalism	13	29	36	-19.4%
Trespassing	7	13	12	8.3%
Receiving Stolen Goods	1	2	3	-33.3%
Possession of Stolen Auto	0	1	0	#DIV/0!
Arson	1	1	0	#DIV/0!
<b>Traffic</b>	<b>Inc. Month</b>	<b>Inc. YTD</b>	<b>Vs. Last Y.T.D.</b>	<b>Change %</b>
Driving Under the Influence (DUI)	11	19	26	-26.9%
<b>Other</b>	<b>Inc. Month</b>	<b>Inc. YTD</b>	<b>Vs. Last Y.T.D.</b>	<b>Change %</b>
Bench Warrant Cases	5	6	1	500.0%
Alcohol Violations	5	14	15	-6.7%
Weapons Violations	5	8	5	60.0%
<b>Totals</b>	<b>298</b>	<b>575</b>	<b>499</b>	<b>15.2%</b>



Goose Creek Police Department  
February 2020 Monthly Report

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

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Total Calls for Police Service	3,755	8,185	11,247	-27.2%
Service Response Time Average				
Emergency	3:07	2:48	3:02	-7.7%
Non-emergency	6:44	6:31	6:34	-0.8%

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

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Traffic Collisions	140	285	308	-7.5%
Injured	39	83	98	-15.3%
Killed	0	0	0	#DIV/0!

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

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Number of Traffic Stops	710	1,951	2,593	-24.8%
Citations	828	2,000	2,483	-19.5%
Warnings	337	863	1,181	-26.9%

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

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Total Calls for Service	109	253	223	13.5%
Total Animals Handled	20	59	57	3.5%

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

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Walk-ins	313	686	825	-16.8%
External Calls	335	735	910	-19.2%
Internal Calls	254	547	496	10.3%
Reports Disseminated	44	112	112	0.0%
Fingerprinting Services	42	72	91	-20.9%

Goose Creek Police Department  
February 2020 Monthly Report

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

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Cases Assigned	40	88	55	60.0%
Cases Cleared by Arrest	10	16	10	60.0%
Cases Exceptionally Cleared	8	20	15	33.3%
Cases Administratively Closed	3	23	17	35.3%
Cases Unfounded	5	13	19	-31.6%
Evidence Items Received	266	559	561	-0.4%

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

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Crime Victims / Witnesses Served	0	212	89	138.2%

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

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Formal Training Hours	1427	2,775	874	217.5%
In Service / Roll Call Training Hours	1,569	3,417	3,096	10.4%
Total Monthly Training Hours	2,996	6,192	3,970	56.0%

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

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Neighborhood Crime Watch Meetings	1	1	1	0.0%
Business Contacts	5	11	11	0.0%
Telephone Contacts / Emails	59	89	75	18.7%

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

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Bicycle Patrol Hours	0	0	58	-100.0%

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

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
911 Calls Received	1,292	2,600	2,471	5.2%
Walk-in Customers Served	781	1,549	1,175	31.8%
Total Number of Calls Held	188	336	215	56.3%

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

Goose Creek Police Department  
February 2020 Monthly Report

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

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

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
<b>Incident Reports</b>	6	10	20	-50.0%
<b>Arrests</b>				
<b>Juvenile</b>	3	5	8	-37.5%
<b>Adults</b>	0	0	1	-100.0%

**Golf Department  
Monthly Report  
February 2020**

MEMBERSHIP TOTALS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
GOLF Members	129	131											N/A
ROUNDS 2019	2,169	2,802	3,825	3,724	4,020	3,529	3,758	3,398	3,090	3,386	2,705	2,135	38,541
ROUNDS 2020	2,401	2,482											4,883
GOLF REVENUE	72,037	73,380											145,416.61
PRO SHOP REVENUE	4,457	5,892											10,349.13
SNACK BAR REVENUE	24,620	24,739											49,358.85
TOTAL REVENUE	\$101,114	\$ 104,010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	205,124.59

**Crowfield Golf Club  
News and Events**

**Golf Recap:** February had some decent rains and our first dose of Winter which caused some frost delays. The combination of frost and rain caused the rounds to be down a little compared to the previous year. All tournaments went as planned, the SCJGA one day tournament was a great success with kids and their families traveling to Goose Creek from all over the State.

**Upcoming Events:** Crowfield will be hosting the Golfweek Amateur Tour on the 7th, the Member Memorial tournament on the 14th, the Miles road Baptist Church fundraiser on the 21st, the Parent Child scramble on the 22nd, the Club Championship preview on the 28th and there will be many High School matches throughout the month.

**Golf Course Condition:** The golf course is in great condition despite being wet. The Winter projects are coming to an end and as everything starts greening-up again the maintenance crew will be starting their routine mowing and maintenance throughout the warm months.

**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	\$	205,125	\$	257,936	4,883	\$	52.82	\$	42.01

E.P.G. = Expense per golfer

R.P.G. = Revenue per golfer

## 2020

	Revenue		Expense		Rounds	E.P.G.		R.P.G.	
January	\$	101,114.40	\$	140,663	2,401	\$	58.59	\$	42.11
February	\$	104,010.19	\$	117,273	2,482	\$	47.25	\$	41.91
March							#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!
<b>Total</b>		<b>\$205,124.59</b>	<b>\$</b>	<b>257,936</b>	<b>4,883</b>				

\* 2020 is un-audited

City of Goose Creek  
Recreation Department  
Monthly Report  
February 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.

	January	February	Totals
Total Participants	861	853	Average 857
Resident Participants	601	587	Average 594
Nonresident Participants	260	266	Average 263
Resident Revenue	\$ 39,881.40	\$ 35,164.50	\$ 75,045.90
Nonresident Revenue	\$ 21,364.50	\$ 16,772.55	\$ 38,137.05
Instructors Pay	\$ (6,096.30)	\$ (5,622.41)	\$ (11,718.71)
Profit/Loss	\$ 55,149.60	\$ 46,314.64	\$ 101,464.24

## COMMUNITY CENTER PROGRAMS

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

	<b>January</b>	<b>February</b>	<b>Totals</b>
Total Participants	3,463	3,709	Average 3,586
Resident Participants	3,350	3,504	Average 3,427
Nonresident Participants	113	205	Average 159
Resident Revenue	\$ 28,119.25	\$ 23,753.50	\$ 51,872.75
Nonresident Revenue	\$ 5,924.90	\$ 2,373.00	\$ 8,297.90
Instructors Pay	\$ (1,066.70)	\$ (531.10)	\$ (1,597.80)
Profit/Loss	\$ 32,977.45	\$ 25,595.40	\$ 58,572.85

## SPORTS

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

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

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

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

**Cheerleading:** Registration will begin in May.

**Football:** Registration will begin in June.

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



**Basketball:** Registration began on October 1, 2019 and ended 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.

	January	February	Totals
Total Participants	949	119	1,068
Resident Participants	800	84	884
Nonresident Participants	149	35	184
Resident Revenue	\$ 34,995.00	\$ 4,420.00	\$ 39,415.00
Nonresident Revenue	\$ 8,970.00	\$ 1,375.00	\$ 10,345.00
Instructors Pay	\$ (0.00)	\$ (0.00)	\$ (0.00)
Profit/Loss	\$ 43,965.00	\$ 5,795.00	\$ 49,760.00

**SUMMARY**

<b>Athletics</b>	<b>January</b>	<b>February</b>	<b>Totals</b>
Total Resident Participants	800	84	<b>884</b>
Total Resident Revenue	\$34,995.00	\$4,420.00	<b>\$39,415.00</b>
Total Nonresident Participants	149	35	<b>184</b>
Total Nonresident Revenue	\$8,970.00	\$1,375.00	<b>\$10,345</b>

<b>Activity Center</b>	<b>January</b>	<b>February</b>	<b>Totals</b>
Total Resident Participants	601	587	<b>1,188</b>
Total Resident Revenue	\$39,881.40	\$35,164.50	<b>\$75,045.90</b>
Total Nonresident Participants	260	266	<b>526</b>
Total Nonresident Revenue	\$21,364.50	\$16,772.55	<b>\$38,137.05</b>

<b>Community Center</b>	<b>January</b>	<b>February</b>	<b>Totals</b>
Total Resident Participants	3,350	3,504	<b>6,854</b>
Total Resident Revenue	\$28,119.25	\$23,753.50	<b>\$51,872.75</b>
Total Nonresident Participants	113	205	<b>318</b>
Total Nonresident Revenue	\$5,924.90	\$2,373.00	<b>\$8,297.90</b>

## UPCOMING EVENTS

### MARCH

**14<sup>th</sup> – 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.

### APRIL

**4<sup>th</sup> – Easter Egg Hunt** – This annual event will take place at Dogwood Park from 10am to noon. The Easter Bunny will be there for pictures and there will be hundreds of eggs to find.

**5<sup>th</sup> – Adaptive Easter Egg Hunt** – This event is for our Therapeutic Recreation group and it will be held in the gyms of the Recreation Center from 10am-noon. There will be games, pictures with the Easter Bunny and lots of opportunities to get Easter eggs.

### 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