JOHN J. TECKLENBURG
MAYOR

City of Charleston

South Carolina

Clerk of Council Department

VANESSA TURNER MAYBANK
CLERK OF COUNCIL

NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 3:30 p.m., May 10, 2016, at City Hall, 80 Broad Street. The agenda will be as follows:

AGENDA

Invocation – Councilmember Waring

Approval of Minutes: April 26, 2016

a.) Approve the use of a soccer field in the amount of $150.00 for Piccolo Spoleto Festival on May 31, 2016 (4060 West Wildcat Blvd., West Ashley High School)

b.) Approve the use of a soccer field in the amount of $150.00 for Piccolo Spoleto Festival on June 5, 2016 (4060 West Wildcat Blvd., West Ashley High School)

c.) Approve the rental of 196 Concord St. in the amount of $2,490 for Piccolo Spoleto Sunset Serenade on Friday, May 27, 2016

d.) Request authorization to extend lease expiration of 1023 Wappoo Road to May 31, 2017 (TMS: 351-15-00-007; 1023 Wappoo Road, Suites A-14, A-15, and B-48)

e) Request authorization of the Mayor to execute the attached Second Amendment to Commercial Agreement whereby the City continues to lease office space at 475 East Bay Street from Mazyck Holdings, LLC.(TMS: 459-13-04-023; 475 East Bay Street, Unit A)

f.) Consider the following annexations:

(i) 1715 West Avalon Circle (TMS# 352-13-00-116) 0.48 acre, West Ashley (District 9)

(ii) 1897 Sam Rittenberg Boulevard (TMS# 351-14-00-078) 0.33 acre, West Ashley (District 7)

a.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: John J. Tecklenburg, Mayor **DATE:** April 28,. 2014

FROM: Scott Watson **DEPT:** Cultural Affairs

ADDRESS: 4060 West Wildcat Blvd. (West Ashley High School)

TMS:

ACTION REQUEST: Use of soccer field for Piccolo Spoleto Festival on May 31, 2016

***COORDINATION*: The request has been coordinated with:**
All supporting documentation must be included

	Signature	Attachments
Department Head		X
Legal Department		☐
Chief Financial Officer		☐
Director Real Estate Management	Colleen Carducci	☑
		☐

FUNDING: Was funding needed? **Yes** ☒ **No** ☐

If yes, was funding previously approved? **Yes** ☒ **No** ☐

*If approved, provide the following: **Dept/Div.** 560900 **Acct:** 52206

Balance in Account **$150.00** Amount needed for this item **$150.00**

***NEED*:** Identify any critical time constraint(s).

***Commercial Property and Community & Housing Development have an additional form.**

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee **DATE:** April 28, 2016

FROM: Scott Watson **DEPT:** Cultural Affairs

ADDRESS: 4060 West Wildcat Blvd. (West Ashley High School)

TMS:

ACTION REQUEST: Use of soccer field for Piccolo Spoleto on May 31, 2016

***ACTION*: What action is being taken on the Property mentioned?**

☐ **ACQUISITION** Seller (Property Owner) _____ Purchaser _____

- ☐ DONATION/TRANSFER
  Donated By: _____
- ☐ FORECLOSURE
  Terms: _____
- ☐ PURCHASE
  Terms: _____
- ☐ CONDEMNATION
  Terms: _____
- ☐ OTHER
  Terms: _____

☐ **SALE** Seller (Property Owner) _____ Purchaser _____

- ☐ NON-PROFIT ORG, *please name* _____
  Terms: _____
- ☐ OTHER
  Terms: _____

☐ **EASEMENT** Grantor (Property Owner) _____ Grantee _____

- ☐ PERMANENT
  Terms: _____
- ☐ TEMPORARY
  Terms: _____

COMMERCIAL REAL ESTATE FORM

☒ **LEASE** **Lessor:** Charleston Co. Schools **Lessee:** City of Charleston

☒ **INITIAL**

Terms: $150.00 to cover staffing costs. No rental fee.

☐ **RENEWAL**

Terms: _____

☐ **AMENDMENT**

Terms: _____

☐ **Improvement of Property**

Owner: _____

Terms: _____

_____

***BACKGROUND CHECK*: If Property Action Request is for the sale or lease of city property, has a background check been completed?**

Yes ☐ **No** ☐ **N/A** ☒

Results: _____

Signature: C. Carducci

Director Real Estate Management

***ADDITIONAL* : Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.**

***NEED*: Identify any critical time constraint(s).**

Charleston County SCHOOL DISTRICT
Community Education Program

APPLICATION/CONTRACT FOR COMMUNITY USE OF SCHOOL FACILITIES AND GROUNDS

This application form is not a contract. A separate contract **or permit** must be executed and duly signed in order for the request to be finalized. The $5.00 non-refundable *application fee* must be submitted along with this application. All information must be furnished before application can be processed. Fees must be paid ten working days prior to scheduled event. Make check payable to the **appropriate Community School**. Application must be filed with the **Community School Director** not less than 30 working days before intended use. **Cash not accepted for payment of fees; Only check or money orders accepted. **SEE REVERSE SIDE FOR RULES AND REGULATIONS****

PERMIT # _____ Date of Application April 19, 2016

School Requested (Name) West Ashley High-practice soccer field

Activity/Event City of Charleston Piccolo Spoleto Festival

Date(s) of Event May 31, 2016 Projected Attendance 500

Open building at 12:00 PM AM / PM

Close building at 10:30 PM AM / PM

Individual/Organization Ray Swagerty, Office of Cultural Affairs, (City)

Address 75 Calhoun St. Suite 3800
Charleston, SC 29401

Phone (843) 724-7414 (w) (843) 509-2904 (h)

E-mail swagertyr@charleston-sc.gov

Type of Activity Piccolo Spoleto Festival

Person Responsible / in Charge Ray Swagerty

Phone (843) 724-7414 (w) (843) 509-2904 (h)

Is the organization a non-profit type? (•) Yes ( ) No

Is there a third-party contract/arrangement with a profit-making individual/organization? ( ) Yes (X) No

If so, list the name of individual/organization:
N/A

Will food be served? ( ) Yes (X) No

Will money be collected? ( ) Yes (X) No

Admission fees: ( ) Yes (X) No

Donations accepted: ( ) Yes (X) No

Raffle: ( ) Yes (X) No

Other (specify) None, no money collected.

Special Requirements: Need indemnification language removed.
City is insured through State of SC Insurance Reserve Fund.

CALCULATION OF FEES BY SCHOOL PERSONNEL

*Rental Area	Number	Hours	Fee	Subtotal
o Auditorium				
o Cafeteria				
o Cafe. w/ Kitchen				
o Classroom(s)				
o Gymnasium				
o Media Center				
o Theatre				
o Outdoor Fields				
o Other				

*Personnel	Number	Hours	Fee	Subtotal
Activity Supervisor				
Athletic Event Staff				
Cafeteria Staff				
Custodian				
Facility Supervisor				
Finance Clerk				
Maintenance Tech.				
Security				
Secretary				
Sound Tech.				
Other				

*Special Fees	Number	Hours	Fee	Subtotal
Application Fee				
			Total	

IRS Letter Submitted ( ) Yes (X) No
Is this a School-affiliated event? ( ) Yes (X) No
Liability Insurance Policy Attached (✓) Yes ( ) No
Indemnity Clause ( ) Yes ( ) No

Comments: Need CCSD to strike indemnification/hold harmless wording.

O Approved O Disapproved Principal _____

O Approved O Disapproved C.S. Director _____

O Approved O Disapproved Facility Services _____

O Approved O Disapproved OTHER _____

CHARLESTON COUNTY SCHOOL DISTRICT
APPLICATION FOR COMMUNITY USE OF SCHOOL FACILITIES AND GROUNDS

RULES AND REGULATIONS

****Refer to CCSD Policy 1330 for complete policy guidelines, terms and conditions****

See Attached Addendum 1 w/Supplemented terms. Attached hereto and incorporated herein.

1. [redacted]
2. [redacted]
3. [redacted]
4. The requesting individual/organization assumes full responsibility for the conduct of all persons admitted to the premises.
5. Use of school facilities by other than school-affiliated groups is not to interfere with the school program. Organizations that are not school related are encouraged to make arrangements for use of facilities at community schools (primary location--high schools).
6. The CCSD School Board reserves the right to deny the use of school facilities when the Board deems it necessary in the public interest. No school facility, building, or grounds will be used for unlawful purposes. Organizations/individuals using District facilities will conduct orderly meetings and gatherings not to incite others to disorder nor be abusive of other groups or individuals by reason of race, creed or color.
8. A school district employee approved by the principal shall be present at all times facilities are in use. Use of outdoor facilities will be supervised by a CCSD employee or designee approved by the Principal. A custodian and building supervisor are required to be on duty during the use of any school facility, if determined by the CSD.
9. Events requested should not disturb or be a nuisance to the community surrounding the school. All events shall be ended by 11:00 p.m.
10. Kitchens and kitchen equipment are not to be used without authorization.
11. No person shall possess, discharge, or set off any fireworks, firearms, weapons or other explosive devices at any CCSD facility.
12. No person shall discard litter at any facility except in designated receptacles.
13. No person shall remove, deface, damage or otherwise injure any structure, sign, fence, equipment, or improvement in or on a District facility or grounds.
14. No person shall operate or park a motor vehicle in or upon any District grounds other than designated parking areas.
15. No person shall possess an open container or consume any alcoholic beverage while on the District property.
16. No smoking is permitted on District property.
17. No school facility is to be used for any other purpose or in any other way than its designed use without expressed written permission.
18. All permits/contracts are subject to immediate cancellation if it is discovered that information given on an application is misrepresented.
19. The activity chairman or other person responsible for the event shall carry the facility use permit upon his person during the activity.
20. Permit is for the use of designated areas of the facility. User has no privilege for the use of any area other than those stated in the permit.

These rules and regulations are accepted and agreed to on _____ by:
(Date)

_____ (Name)

_____ (Organization)

Addendum 1

Charleston County School District Application for Community Use of School Facilities and Grounds Ground Rules and Regulations Policy

1. The below language is to be used in replace of the language drafted in provisions 1., 2., and 3. of the Charleston County School District Application for Community Use of School Facilities and Ground Rules and Regulations Policy.

"City of Charleston shall keep in force at its expense, public liability insurance (provided by the South Carolina Insurance Reserve Fund or other insurance provider chosen by the City) with a limit not to exceed the amounts listed below for damages as the result of any one occurrence including damages for care and loss of services, because of personal injury sustained by one or more persons, because of all property damage sustained by one or more persons or organizations, or by any combination of personal injury or property damage sustained by one or more persons or organizations:

a) A limit of Three Hundred Thousand and No/100 ($300,000.00) Dollars per person arising because of loss from a single occurrence on account of bodily injuries, because of property damage sustained, or by any combination of personal injury or property damage; and

b) A total sum not to exceed Six Hundred Thousand ($600,000.00) Dollars as the result of any one occurrence, accident or disaster."

b.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: John J. Tecklenburg, Mayor **DATE:** April 28,. 2014

FROM: Scott Watson **DEPT:** Cultural Affairs

ADDRESS: 4060 West Wildcat Blvd. (West Ashley High School)

TMS:

ACTION REQUEST: Use of soccer field for Piccolo Spoleto Festival on June 5, 2016

***COORDINATION*: The request has been coordinated with:**
All supporting documentation must be included

	Signature	Attachments
Department Head		X
Legal Department		☐
Chief Financial Officer		☐
Director Real Estate Management		☐
		☐

FUNDING: Was funding needed? **Yes** X **No** ☐

If yes, was funding previously approved? **Yes** X **No** ☐

*If approved, provide the following: **Dept/Div.** 560900 **Acct:** 52206

Balance in Account **$150.00** Amount needed for this item **$150.00**

***NEED*:** Identify any critical time constraint(s).

***Commercial Property and Community & Housing Development have an additional form.**

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee **DATE:** April 28, 2016

FROM: Scott Watson **DEPT:** Cultural Affairs

ADDRESS: 4060 West Wildcat Blvd. (West Ashley High School)

TMS:

ACTION REQUEST: Use of soccer field for Piccolo Spoleto on June 5, 2016

***ACTION*: What action is being taken on the Property mentioned?**

☐ **ACQUISITION** Seller (Property Owner) _____ Purchaser _____

- ☐ DONATION/TRANSFER
  Donated By:
- ☐ FORECLOSURE
  Terms:
- ☐ PURCHASE
  Terms:
- ☐ CONDEMNATION
  Terms:
- ☐ OTHER
  Terms:

☐ **SALE** Seller (Property Owner) _____ Purchaser _____

- ☐ NON-PROFIT ORG, *please name*
  Terms:
- ☐ OTHER
  Terms:

☐ **EASEMENT** Grantor (Property Owner) _____ Grantee _____

- ☐ PERMANENT
  Terms:
- ☐ TEMPORARY
  Terms:

COMMERCIAL REAL ESTATE FORM

☒ **LEASE** **Lessor:** Charleston Co. Schools **Lessee:** City of Charleston

☒ **INITIAL**

Terms: $150.00 to cover staffing costs. No rental fee.

☐ **RENEWAL**

Terms: _____

☐ **AMENDMENT**

Terms: _____

☐ **Improvement of Property**

Owner: _____

Terms: _____

_____

***BACKGROUND CHECK*: If Property Action Request is for the sale or lease of city property, has a background check been completed?**

Yes ☐ **No** ☐ **N/A** ☒

Results: _____

Signature: C. Carducci

Director Real Estate Management

***ADDITIONAL* : Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.**

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Charleston County SCHOOL DISTRICT
Community Education Program

APPLICATION/CONTRACT FOR COMMUNITY USE OF SCHOOL FACILITIES AND GROUNDS

This application form is not a contract. A separate contract or permit must be executed and duly signed in order for the request to be finalized. The $5.00 non-refundable *application fee* must be submitted along with this application. All information must be furnished before application can be processed. Fees must be paid ten working days prior to scheduled event. Make check payable to the appropriate Community School. Application must be filed with the Community School Director not less than 30 working days before intended use. Cash not accepted for payment of fees; Only check or money orders accepted. **SEE REVERSE SIDE FOR RULES AND REGULATIONS**

PERMIT # _____ Date of Application April 19, 2016

School Requested (Name) West Ashley High-practice soccer field

Activity/Event City of Charleston Piccolo Spoleto Festival

Date(s) of Event June 5, 2016 Projected Attendance 500

Open building at 12:00 PM AM / PM

Close building at 10:30 PM AM / PM

Individual/Organization Ray Swagerty, Office of Cultural Affairs, (City)

Address 75 Calhoun St. Suite 3800

Charleston, SC 29401

Phone (843) 724-7414 (w) (843) 509-2904 (h)

E-mail swagertyr@charleston-sc.gov

Type of Activity Piccolo Spoleto Festival

Person Responsible / in Charge Ray Swagerty

Phone (843) 724-7414 (w) (843) 509-2904 (h)

Is the organization a non-profit type? (•) Yes ( ) No

Is there a third-party contract/arrangement with a profit-making individual/organization? ( ) Yes (X) No

If so, list the name of individual/organization:

N/A

Will food be served? ( ) Yes (X) No

Will money be collected? ( ) Yes (X) No

Admission fees: ( ) Yes (X) No

Donations accepted: ( ) Yes (X) No

Raffle: ( ) Yes (X) No

Other (specify) None, no money collected.

Special Requirements: Need indemnification language removed.

City is insured through State of SC Insurance Reserve Fund.

CALCULATION OF FEES BY SCHOOL PERSONNEL

*Rental Area	Number	Hours	Fee	Subtotal
o Auditorium				
o Cafeteria				
o Cafe. w/ Kitchen				
o Classroom(s)				
o Gymnasium				
o Media Center				
o Theatre				
o Outdoor Fields				
o Other restrooms		3	25	$75

*Personnel	Number	Hours	Fee	Subtotal
Activity Supervisor				
Athletic Event Staff				
Cafeteria Staff				
Custodian	1	3	25	$75.00
Facility Supervisor				
Finance Clerk				
Maintenance Tech.				
Security				
Secretary				
Sound Tech.				
Other				

*Special Fees	Number	Hours	Fee	Subtotal
Application Fee				
			Total	$150.00

IRS Letter Submitted ( ) Yes (X) No

Is this a School-affiliated event? ( ) Yes (X) No

Liability Insurance Policy Attached (✓) Yes ( ) No

Indemnity Clause ( ) Yes ( ) No

Comments: Need CCSD to strike indemnification/hold harmless wording.

(✓) Approved ( ) Disapproved Principal [signature]

(✓) Approved ( ) Disapproved C.S. Director [signature]

( ) Approved ( ) Disapproved Facility Services _____

( ) Approved ( ) Disapproved OTHER _____

CHARLESTON COUNTY SCHOOL DISTRICT
APPLICATION FOR COMMUNITY USE OF SCHOOL FACILITIES AND GROUNDS

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12. No person shall discard litter at any facility except in designated receptacles.
13. No person shall remove, deface, damage or otherwise injure any structure, sign, fence, equipment, or improvement in or on a District facility or grounds.
14. No person shall operate or park a motor vehicle in or upon any District grounds other than designated parking areas.
15. No person shall possess an open container or consume any alcoholic beverage while on the District property.
16. No smoking is permitted on District property.
17. No school facility is to be used for any other purpose or in any other way than its designed use without expressed written permission.
18. All permits/contracts are subject to immediate cancellation if it is discovered that information given on an application is misrepresented.
19. The activity chairman or other person responsible for the event shall carry the facility use permit upon his person during the activity.
20. Permit is for the use of designated areas of the facility. User has no privilege for the use of any area other than those stated in the permit.

These rules and regulations are accepted and agreed to on _____ by:
(Date)

_____ (Name)

_____ (Organization)

Addendum 1

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a) A limit of Three Hundred Thousand and No/100 ($300,000.00) Dollars per person arising because of loss from a single occurrence on account of bodily injuries, because of property damage sustained, or by any combination of personal injury or property damage; and

b) A total sum not to exceed Six Hundred Thousand ($600,000.00) Dollars as the result of any one occurrence, accident or disaster."

C.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: John J. Tecklenburg, Mayor **DATE:** April 4, 2016

FROM: Scott Watson **DEPT:** Cultural Affairs

ADDRESS: 196 Concord St. Charleston, SC 29401

TMS: N/A

ACTION REQUEST: Rental for Piccolo Spoleto Sunset Serenade on Fri. May 27, 2016

***COORDINATION*: The request has been coordinated with:**
All supporting documentation must be included

	Signature	Attachments
Department Head		☑
Legal Department		☐
Chief Financial Officer		☐
Director Real Estate Management		☐
		☐

FUNDING: Was funding needed? **Yes** ☒ **No** ☐

If yes, was funding previously approved? **Yes** ☒ **No** ☐

*If approved, provide the following: **Dept/Div.** 525100 562200 **Acct:** 52206 52206

Balance in Account **$2,790.00** Amount needed for this item **$2,490.00**

***NEED*:** Identify any critical time constraint(s).

***Commercial Property and Community & Housing Development have an additional form.**

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee **DATE:** April 4, 2016

FROM: Scott Watson **DEPT:** Cultural Affairs

ADDRESS: 196 Concord St. Charleston, SC 29401

TMS: N/A

ACTION REQUEST: Rental for Piccolo Spoleto Sunset Serenade on Fri. May 27, 2016

***ACTION*: What action is being taken on the Property mentioned?**

☐ **ACQUISITION** Seller (Property Owner) _____ Purchaser _____

- ☐ DONATION/TRANSFER
  Donated By: _____
- ☐ FORECLOSURE
  Terms: _____
- ☐ PURCHASE
  Terms: _____
- ☐ CONDEMNATION
  Terms: _____
- ☐ OTHER
  Terms: _____

☐ **SALE** Seller (Property Owner) _____ Purchaser _____

- ☐ NON-PROFIT ORG, *please name* _____
  Terms: _____
- ☐ OTHER
  Terms: _____

☐ **EASEMENT** Grantor (Property Owner) _____ Grantee _____

- ☐ PERMANENT
  Terms: _____
- ☐ TEMPORARY
  Terms: _____

COMMERCIAL REAL ESTATE FORM

☒ **LEASE** **Lessor:** SC State Ports Auth. **Lessee:** City of Charleston

☒ **INITIAL**

Terms: $750.00 rent + $300.00 ref. deposit and $1,790.00 for SPA officers, totaling $2,790.00

☐ **RENEWAL**

Terms: _____

☐ **AMENDMENT**

Terms: _____

☐ **Improvement of Property**

Owner: _____

Terms: _____

_____

***BACKGROUND CHECK*: If Property Action Request is for the sale or lease of city property, has a background check been completed?**

Yes ☐ **No** ☐ **N/A** ☒

Results: _____

Signature: _____

Director Real Estate Management

***ADDITIONAL* : Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.**

***NEED*: Identify any critical time constraint(s).**

South Carolina State Ports Authority
176 Concord Street
Post Office Box 22287
Charleston, South Carolina 29413-2287
(843) 577-8601

PASSENGER TERMINAL PARKING LOT "A"

This License, made at Charleston, South Carolina, as of March 1, 2016, between the South Carolina State Ports Authority, having its principal place of business at 176 Concord Street, Charleston, South Carolina (the Licensor, hereinafter referred to as the "Authority"), and The City of Charleston Office of Cultural Affairs, having its principal place of business at 75 Calhoun Street, Suite 3800, Charleston, SC (the Licensee, hereinafter referred to as "the Sponsor").

Whereas, the Authority, in consideration of the License payments and other agreements hereinafter specified, hereby licenses unto the Sponsor the Authority's Passenger Terminal Parking Lot "A", located at 196 Concord Street, Charleston, South Carolina, as more particularly shown on Exhibit A attached hereto and incorporated herein, for a term commencing at 4:00 pm on May 27, 2016, and ending at 12:00 Midnight on May 27, 2016, for the PICCOLO SPOLETO SYMPHONY CONCERT, AND THE SPONSOR HEREBY AGREES AND AFFIRMS:

(1) To abide by all of the terms and conditions issued by the Authority governing the licensing and use of the Passenger Terminal Parking Lot "A" and traffic and parking regulations. The *Terms and Conditions* and *Traffic and Parking Regulations* are attached hereto respectively as Exhibit B and Exhibit C and made a part of this License.

(2) That it shall provide insurance coverage that will protect the Authority, its Board, executives, agents, servants, and employees from any and all losses, expenses, damages, demands, and claims in connection with or arising out of any loss, injury, or alleged injury to persons (including death), loss, damage, or alleged damage to property, sustained, or alleged to have been sustained as a result of the Sponsor's occupancy and use of the licensed premises and associated facilities, and agrees to defend any suit or action brought against the Authority or any of its Board, executives, agents, servants, or employees, based on any such alleged loss, injury, or damage, and to pay all damages, costs, and expenses, including attorneys' fees, in connection therewith or resulting therefrom.

SIGNED AND DELIVERED IN THE PRESENCE OF:

_____
Witness as to the Authority

SOUTH CAROLINA STATE PORTS AUTHORITY

By_____

Date 3/2/2016

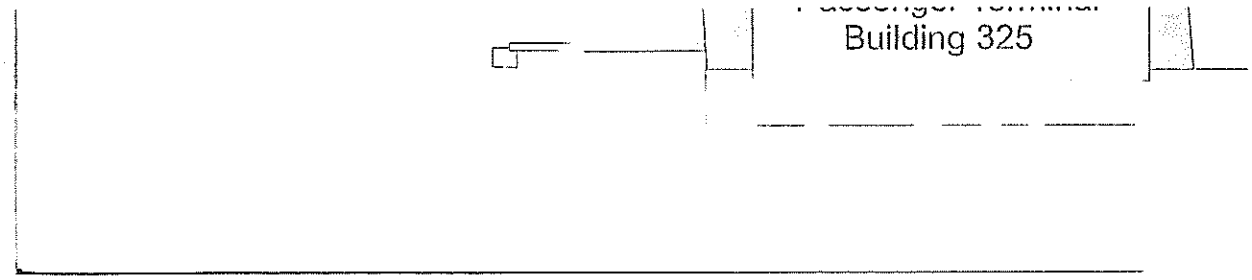
SIGNED AND DELIVERED IN THE PRESENCE OF:

_____
Witness as to the Sponsor

CITY OF CHARLESTON

By_____

Date_____


Building 325

South Carolina State Ports Authority
Exhibit B

TERMS AND CONDITIONS FOR THE PASSENGER TERMINAL PARKING LOT "A"

SECTION I

A. Rental Fee:PICCOLO SPOLETO SYMPHONY setup/event/parking,on Friday, May 27, 2016
$ 750.00

Use of the Lot is to start at 4:00 pm on Friday, May 27, 2016. Break down will commence immediately after the scheduled event. No **Retail vendors will be allowed to set up in Parking "Lots A".**

One-half of the rental fee is to be paid when this License is signed (usually thirty days prior to the scheduled event). The balance is to be paid at least seven (7) business days prior to the date of a scheduled event.

Activities are restricted to audience seating in "Lot A" and staff parking in "Lot A". No retail vendors are allowed in "Lots A". *No other area of the parking lot is to be used without prior approval of the Authority. Any use is subject to additional fees.*

B. Any proposed use (i.e., food and beverage sales) by the Sponsor of the parking lot must have *prior* approval of the Authority and is subject to additional fees.

C. Damage Deposit: A deposit of **$300.00** per event will be charged. The deposit is to be paid when this License is signed (usually thirty days prior to the scheduled event). The deposit is collateral and security against any damages to the Passenger Terminal Parking Lots (i.e. damage to landscaping) or any additional cleaning/maintenance costs incurred as a result of a scheduled event, and for faithful performance by the Sponsor of all obligations under the License.

The Sponsor shall pay for the repair or replacement or any damage incurred as a result of the Sponsor or the Sponsor's guests, sales/food and beverage vendors, caterers, and bartenders, etc.

The cost of damages, repairs/replacements, and/or additional cleaning will be deducted from the deposit and the difference will be refunded to the Sponsor. If the repairs/cleaning is more than **$300.00**, the Sponsor will be responsible for the additional costs incurred. *The parking lots are expected to be left in the same condition as before the event.*

The deposit will be refunded provided there are no damaged, broken, inoperative, or missing features of the facility or any additional cleaning/maintenance required as a result of a scheduled event. The deposit will be refunded to the Sponsor within ten (10) business days after completion of the joint damage inspection.

The Authority is not responsible for any item(s) delivered to, or left behind at, the facility.

D. Security (Required): The constabulary of the Authority will provide security pertaining to the Authority's property. Any other security is the responsibility of the Sponsor and shall be accomplished through the use of the Authority's Port Police officers.

Port Police officers will be provided at a charge of $60.00/hour per officer. A 4-hour minimum applies. The Sponsor agrees to obey and comply with all security and other general rules and regulations applicable to the licensed premises while on the Authority's property. *The Authority is not responsible for any item(s) lost, stolen, or damaged before, during or after an event at the facility.*

E. Layout (Required): A layout of the event showing the proposed use and the placement of electrical requirements, stage, vendor, and etc., must be furnished to the Authority at least ten (10) business days prior to the event for approval.

Every effort will be made to accommodate the Sponsor, however the Authority reserves the right to alter the proposed layout, as deemed appropriate.

SECTION II - INSURANCE

The Sponsor is required to carry his/her/its own sufficient bodily injury; personal injury and property damage insurance; host liquor if alcoholic beverages are to be served or liquor law if alcoholic beverages are to be sold, in any manner or form, (as required in SECTION IV below); and contractual liability insurance. This is to protect its interests in connection with its use of the leased premises and in obligations assumed by the Sponsor in the hold harmless and indemnification provisions outlines in Paragraph (2) in the Lease.

For small events such as wedding receptions, the minimum limit of $250,000.00 is required, *naming the South Carolina State Ports Authority as an additional insured.* For larger events and events open to the public, the minimum limit of $600,000.00 is required, *naming the South Carolina State Ports Authority as an additional insured.* Should the Sponsor's general liability policy not provide coverage for the subject event, a special events insurance policy must be provided by the Sponsor with minimum limits as stated in the aforementioned, *naming the South Carolina State Ports Authority as an additional insured.*

A certificate of insurance, specifically referencing the subject event, must be furnished to the Authority as Licensor at least seven (7) business days in advance of a scheduled event. The Sponsor further agrees to provide Workers' Compensation for its employees, and/or insurance required under any other state or federal employee benefit act. The facility cannot be utilized until the certificate of insurance is received and approved by the Authority.

SECTION III - ALCOHOLIC BEVERAGES

The Sponsor must inform the Authority of their desire to serve alcoholic beverages at least seven (7) business days in advance of the scheduled event. The Sponsor must conform to all state laws concerning alcoholic beverages and shall obtain all necessary permits and licenses as necessary, providing proof of same to Authority. Evidence of Host Liquor Liability Insurance, as required under SECTION III, shall be provided if alcoholic beverages are to be served. If alcoholic beverages are to be sold (in any manner or form), evidence of Liquor Law Liability Insurance shall be provided for the minimum limits as specified and required in SECTION II above.

SECTION IV - INSPECTION

Prior to occupancy, the Sponsor has determined that the area is reasonably suitable and safe for the purpose of the intended event.

Prior to occupancy, the Sponsor and a representative of the Authority shall inspect the facilities and list all damaged, broken, inoperative, or missing features. This list shall be made a part of

this License as Exhibit D attached hereto and incorporated herein. A final joint inspection will be conducted immediately after the period of occupancy terminates listing any discrepancies. The Sponsor will be responsible for any damaged, broken, inoperative, or missing features noted on the final damage inspection report as a result of the Sponsor's occupancy. *The facility is expected to be left in the same condition it was in before an event (i.e., signs and all trash, etc., must be removed from the premises). If it is not, extra charges will be incurred.*

SECTION V - MISCELLANEOUS

Miscellaneous Fees

There will be a service charge of $25.00 for all returned checks. Other charges, as appropriate, will apply for any miscellaneous services performed by the Authority. Estimated fees for any miscellaneous services performed by the Authority are to be paid at least seven (7) business days prior to a scheduled event. Examples of miscellaneous fees are as follows:

1. Electrician - $45.00/hour
2. Additional six-outlet strips - $20.00/strip
3. Maintenance Assistance - $40.00/hour (weekdays)

SECTION VI - CITY BUSINESS LICENSES

As of June 15, 1992, the City of Charleston requires a separate, annual business license for any and all vendors working in the city, whether on public or private property. Upon signing this License, Sponsor must visit the City of Charleston Business License Office at 75 Calhoun Street, Charleston, South Carolina, or call (803) 724-3711. *It is the Sponsor's responsibility to obtain a City Business License if it is needed.*

SECTION VII - ADVERTISING FOR EVENTS

Advertisements for events to be held at the facility should specify "THE CRUISE TERMINAL PARKING LOT "A" (not the AUTHORITY), "Located at 196 Concord Street, across from the U.S. Customs House building, at the foot of Market Street." A copy of all promotional/advertising materials should be furnished to the Authority. A marquee, in the parking lot (Lot A), is available to announce the event.
NO FIREARMS OR CONCEALED WEAPONS ARE PERMITTED ON AUTHORITY PROPERTY.

THE SPONSORING ORGANIZATION AND THE PROPOSED ACTIVITY MUST BE OF SUCH A NATURE AS NOT TO ADVERSELY REFLECT UPON THE AUTHORITY IN ANY WAY.
The undersigned has read and understands the Terms and Conditions Passenger Terminal Parking Lots "A"& "B" and agrees to abide by these terms and conditions as the Sponsor.

CITY OF CHARLESTON

_____
Sponsor

_____
Date

Exhibit C
South Carolina State Ports Authority

TRAFFIC AND PARKING REGULATIONS

Listed are the major vehicle traffic and parking rules enforced on Authority property. Please read these rules carefully, for you are responsible for complying with them.

AUTHORITY

The following sources of authority provide the basis for the Port Police Department to establish and enforce these rules:

- Code of Laws of the State of South Carolina 1976, Sections 56-21-10 through 56-21-60, as amended and the Vehicle Traffic and Parking Regulations of the Authority.
- The Authority's traffic and parking regulations apply to the drivers of all vehicles on property owned, licensed, rented, or otherwise controlled by the Authority.
- The Authority's Police Officers are graduates of the South Carolina Criminal Justice Academy and are commissioned by the Governor as state constables with full police powers to enforce all state laws.

GENERAL

- Sponsor shall, at Sponsor's sole cost and expense, comply with all applicable laws, ordinances, statutes, rules and regulations affecting the licensed property, including rules and regulations of the Authority.
- Drivers must obey the instructions of designated traffic controllers.
- All posted traffic signs must be obeyed.
- The Authority assumes no responsibility for any vehicle or its contents.
- Vehicle accidents of any nature which occur on the Authority's property must be reported immediately to the Port Police Office at Union Pier Terminal, 577-8653.
- Parking in fire lanes, spaces designated for the handicapped, and blocking access to the Passenger Terminal entryways is strictly prohibited. Violation of these regulations will result in parking citations and/or vehicle(s) being towed. (Fines for parking in spaces designated for the handicapped range from $50 to $250.)
- Vehicles may park only in designated parking areas. Parking in the following areas is prohibited:

  A. Docks, ramps, railroad tracks, warehouses
  B. Truck loading zones
  C. Within 15 ft. of a fire department connection
  D. Where signs are posted "No Parking"

- Parking citations will be issued by the Ports Authority Police.
  (Note: S.C. Uniform Traffic Citations are issued.)

Exhibit D

(Site inspection – pre event – damaged/broken/inoperative/missing features)

d.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee **DATE:** May 10, 2016

FROM: Colleen Carducci **DEPT:** BFRC

ADDRESS: 1023 Wappoo Road

TMS: 351-15-00-007

Action Request: Request authorization to extend lease expiration of 1023 Wappoo Road to May 31, 2017

***COORDINATION*: The request has been coordinated with:**

All supporting documentation must be included

	Signature	Attachments
Department Head		☐
Legal Department	Frances S Cantwell	☐
Chief Financial Officer	Amy Wharam	☐
Director Real Estate Management	Colleen Carducci	☒
		☐

FUNDING: Was funding needed? Yes ☐ No ☒

If yes, was funding previously approved?* Yes ☐ No ☐

If approved, provide the following: **Dept/Div.** 200000 **Acct:** 52510

Balance in Account $127,661.52 Amount needed for this item $29,780.94

***NEED*:** Identify any critical time constraint(s).

***Commercial Property and Community & Housing Development have an additional form.**

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee **DATE:** May 10, 2016

FROM: Colleen Carducci **DEPT:** BFRC

ADDRESS: 1023 Wappoo Road, Suites A-14, A-15, and B-48

TMS: 351-15-00-007

ACTION REQUEST: Request authorization to extend lease expiration of 1023 Wappoo Road to May 31, 2017

***ACTION*: What action is being taken on the Property mentioned?**

☐ **ACQUISITION** Seller (Property Owner) _____ Purchaser _____

- ☐ **DONATION/TRANSFER**
  Transferred By: _____
- ☐ **FORECLOSURE**
  Terms: _____
- ☐ **PURCHASE**
  Terms: _____
- ☐ **CONDEMNATION**
  Terms: _____
- ☐ **OTHER**
  Terms: _____

☐ **SALE** Seller (Property Owner) _____ Purchaser _____

- ☐ **NON-PROFIT ORG, *please name*** _____
  Terms: _____
- ☐ **OTHER**
  Terms: _____

☐ **EASEMENT** Grantor (Property Owner) _____ Grantee _____

- ☐ **PERMANENT**
  Terms: _____
- ☐ **TEMPORARY**
  Terms: _____

COMMERCIAL REAL ESTATE FORM

☒ **LEASE** **Lessor:** Charles River Laboratories, Inc. **Lessee:** City of Charleston

☐ **INITIAL**

Terms: _____

☐ **RENEWAL**

Terms: _____

☒ **AMENDMENT**

Terms: The lease expiration date shall be extended 1 year to May 31, 2017 with a monthly rental payment of $4,254.42

☐ **Improvement of Property**

Owner: _____

Terms: _____

***BACKGROUND CHECK*: If Property Action Request is for the sale or lease of city property, has a background check been completed?**

Yes ☐ **No** ☐ **N/A** ☒

Results: _____

Signature: _____

Director Real Estate Management

***ADDITIONAL* : Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.**

***NEED*: Identify any critical time constraint(s).**

FIRST AMENDMENT TO LEASE

This First Amendment to Lease is made as of this 3rd day of ~~March,~~ May 2016 (the "First Amendment"), by City of Charleston ("Lessee"), and Charles River Laboratories, Inc. ("Lessor"), a Delaware corporation.

Whereas, Lessee and Lessor are parties to a Lease dated March 22, 2011 ("Lease") concerning Suites A-14, A-15, and B-48, 1023 Wappoo Road, Charleston, SC 29407 ("Premises") more particularly described in the Lease; and

Whereas, Lessee and Lessor have agreed to modify the Lease;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor agree that capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Lease except as hereinafter modified:

1. The lease expiration date shall be extended 1 year to March 31, 2017.

2. The rent for the period 4/1/2016-3/31/2017 is $4,254.42 per month.

3. As modified as set forth above, all of the terms and provisions of the Lease are hereby ratified and confirmed.

Executed as an instrument under seal as of the date first above written.

CHARLES RIVER LABORATORIES, INC.	CITY OF CHARLESTON
By: 3 May 16	By:
Name: Jeffrey Williams	Name:
Its: Director, Capital Projects & Real Estate	Its:
Duly Authorized	Duly Authorized

e.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee **DATE:** 5/10/16

FROM: Colleen Carducci **DEPT:** BFRC

ADDRESS: 475 East Bay Street, Unit A

TMS: 4591304023

Action Request: Request authorization of the Mayor to execute the attached Second Amendment to Commercial Agreement whereby the City continues to lease office space at 475 East Bay Street from Mazyck Holdings, LLC.

ORDINANCE: Is an ordinance required? **Yes** ☐ **No** ☒

***COORDINATION*: The request has been coordinated with:**

All supporting documentation must be included

	Signature	Attachments
Department Head		☐
Legal Department	Frances P Cantwell	☐
Chief Financial Officer	Amy Wharton	☐
Director Real Estate Management	Colleen Carducci	☒
		☐

FUNDING: Was funding needed? **Yes** ☐ **No** ☐

If yes, was funding previously approved?* **Yes** ☐ **No** ☐

If approved, provide the following: **Dept/Div.** 810000 **Acct:** 52510

Balance in Account 125,000 Amount needed for this item 124,847

***NEED*:** Identify any critical time constraint(s).

***Commercial Property and Community & Housing Development have an additional form.**

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee **DATE:** 5/10/16

FROM: Colleen Carducci **DEPT:** BFRC

ADDRESS: 475 East Bay Street, Unit A

TMS: 4591304023

ACTION REQUEST: Request authorization of the Mayor to execute the attached Second Amendment to Commercial Agreement whereby the City continues to lease office space at 475 East Bay Street from Mazyck Holdings, LLC.

ORDINANCE: Is an ordinance required? **Yes** ☐ **No** ☐

***ACTION*: What action is being taken on the Property mentioned?**

☐ **ACQUISITION** Seller (Property Owner) _____ Purchaser _____

☐ **DONATION/TRANSFER**
Donated By: _____

☐ **FORECLOSURE**
Terms: _____

☐ **PURCHASE**
Terms: _____

☐ **CONDEMNATION**
Terms: _____

☐ **OTHER**
Terms: _____

☐ **SALE** Seller (Property Owner) _____ Purchaser _____

☐ **NON-PROFIT ORG, *please name*** _____
Terms: _____

☐ **OTHER**
Terms: _____

☐ **EASEMENT** Grantor (Property Owner) _____ Grantee _____

☐ **PERMANENT** _____

COMMERCIAL REAL ESTATE FORM

Terms: _____

☐ TEMPORARY

Terms: _____

☒ LEASE Lessor: Mazyck Holdings, LLC Lessee: City of Charleston

☐ INITIAL

Terms: _____

☐ RENEWAL

Terms: _____

☒ AMENDMENT

Terms: The City agrees to lease office space from Mazyck Holdings, LLC for two additional one year terms beginning 6/1/16 and ending 5/31/18 with a 10% annual rental escalation for each year. Additionally, the City agrees to pay a onetime realtor fee of approximately $5,137.00 and each parking space will be $120.00 per space per month for the City's 6 reserved parking spaces.

☐ Improvement of Property

Owner: _____

Terms: _____

***BACKGROUND CHECK*: If Property Action Request is for the sale or lease of city property, has a background check been completed?**

Yes ☐ No ☐ N/A ☒

Results: _____

Signature: Colleen Carducci

Director Real Estate Management

***ADDITIONAL:* Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.**

***NEED*: Identify any critical time constraint(s).**

STATE OF SOUTH CAROLINA	)	**SECOND AMENDMENT**
	)	**TO COMMERCIAL AGREEMENT**
COUNTY OF CHARLESTON	)	

This First Amendment to Commercial Lease is made and entered into as of this ____ day of May, 2016, by and between Mazyck Holdings, LLC, (hereinafter referred to as "Landlord") and the City of Charleston (hereinafter referred to as "Tenant").

WHEREAS, the Landlord and Tenant entered into a Commercial Lease on February 24, 2009, and as amended March 25, 2014, whereby Landlord leased that certain piece of property known as 475 East Bay Street, Unit A, located in Charleston, South Carolina (hereinafter referred to as the "Leased Premises") to Tenant (hereinafter referred to as "Lease"); and

WHEREAS, the parties desire to extend the term of the Lease for two (2) additional years, through May, 31, 2018, and to establish the rental payments due to Landlord by Tenant during this additional rental period as set forth below.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, and obligations hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Section 2. TERM of the Lease is hereby amended to provide that the term of the Lease shall end on May 31, 2018. Section 2. Term, shall read as follows:

2. Term: TO HAVE AND TO HOLD said Premises for the term beginning on March 1 2009 ("Rent Commencement Date"), and ending of May 31, 2018.

3. Section 3. RENT of the Lease is hereby amended by adding to Schedule A: Rent, the following:

Months	Annual Rent	Monthly Rent
June 1, 2016 – May 31, 2017	$120,120.00	$ 10,010.00
June 1, 2017 – May 31, 2018	$132,132.00	$ 11,011.00

As additional rent, Tenant shall pay $5,137.00 to Landlord within 60 days of the execution of this lease as a contribution to the fee due by Landlord for a real estate commission resulting from this transaction.

4. SPECIAL STIPULATIONS, subsection (b) PARKING, of the Lease is hereby amended by deleting the first sentence thereof and replacing said sentence with the following:

"Tenant shall have the right to lease up to six (6) reserved parking spaces in the Premises' parking lot at a rate of one hundred and twenty dollars ($120.00) per month."

In all other respects, the Lease as amended entered into by and between Landlord and Tenant shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their Hands and Seals the day and year first written.

WITNESSETH:

CITY OF CHARLESTON

By: John J. Tecklenburg
Its: Mayor

Mazyck Holdings, LLC

By: John M Rivers Jr
Its: Member

F(i).

Ratification
Number_____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1715 WEST AVALON CIRCLE (0.48 ACRE) (TMS# 352-13-00-116), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 9.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 9 of the City of Charleston, to wit:

> SAID PROPERTY to be annexed, 1715 West Avalon Circle, (0.48 acre) is identified by the Charleston County Assessors Office as TMS# 352-13-00-116, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord, 2016, in the _____ Year of the Independence of the United States of America.

By: _____
John J. Tecklenburg
Mayor

Attest: _____
Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: 1715 W Avalon Cir

Owner Names: Walter A. Davis

Parcel ID: 3521300116

Mailing Address: 25 Woodland Way
Richmond Hill, GA 31324

City Area: West Ashley
Subdivision: Orange Grove Estates
Council District: 9
Within UGB: Yes

Presented to Council: 5/10/2016
Status: Received Signed Petition
Year Built: NA
Number of Units: 0
Number of Persons: 0
Race: Vacant
Acreage: 0.48
Current Land Use: Vacant Residential
Current Zoning: R-4
Requested Zoning: STR
Recommended Zoning: STR
Appraised Value: $52,500.00
Assessed Value: $3,150.00
Stormwater Fees: 0.00

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 12
Public Service	
Sanitation	Located in existing service area. Property is undeveloped.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	Additional State-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	CWS service area.
Planning	
Urban Growth Line	Property is an undeveloped site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

City Plan Recommendation:	The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.

STATE OF SOUTH CAROLINA)
) PETITION FOR ANNEXATION
COUNTY OF CHARLESTON)

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately 0.48 acre) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 352-13-00-116 (1715 West Avalon Circle).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 19th day of
February, 2016

FREEHOLDERS (OWNERS) SIGNED	DATE OF SIGNATURE
Walter A. Davis x (Signature)	4-25-16 (Date)
x Walter A. DAVIS (Print Name)	
(Signature)	(Date)
(Print Name)	

City of Charleston
Annexation Map

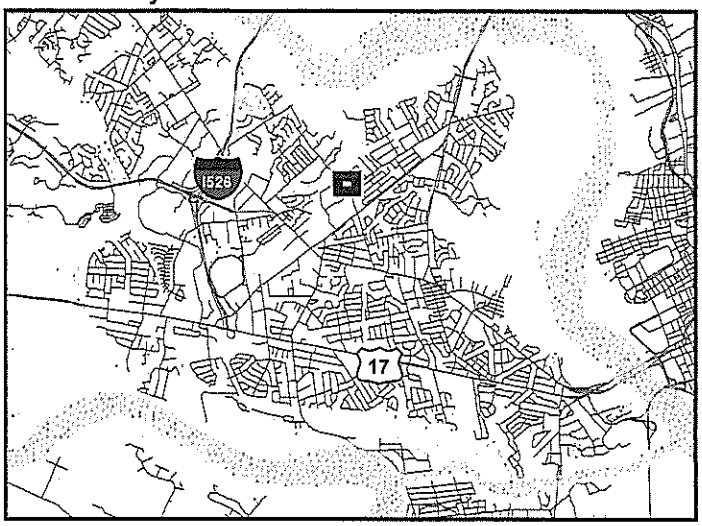
Parcel Address:
1715 W Avalon Cir

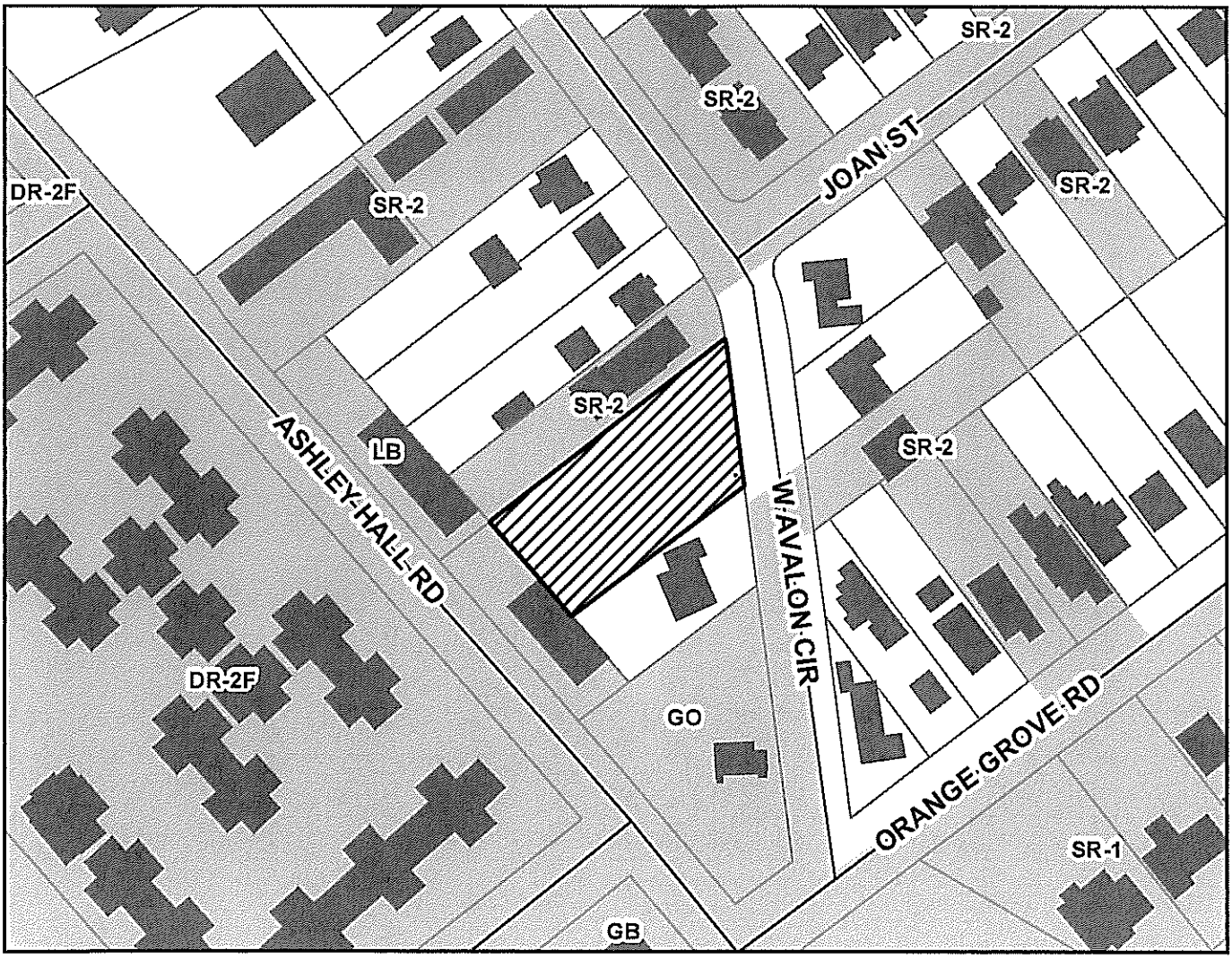
TMS #:
3521300116

Acreage: 0.48

City Council District: 9

West Ashley





Subject Property

Corporate Limits
City of Charleston

Water

N

f(ii).

Ratification
Number_____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1897 SAM RITTENBERG BOULEVARD (0.33 ACRE) (TMS# 351-14-00-078), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 7.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 7 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 1897 Sam Rittenberg Boulevard, (0.33 acre) is identified by the Charleston County Assessors Office as TMS# 351-14-00-078, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord, 2016, in the _____ Year of the Independence of the United States of America.

By: _____
John J. Tecklenburg
Mayor

Attest: _____
Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: 1897 Sam Rittenberg Boulevard

Owner Names: Sam Rittenberg Properties LLC

Parcel ID: 3511400078

Mailing Address: P.O. Box 187
Fair Bluff, NC 28439

City Area: West Ashley
Subdivision:
Council District: 7
Within UGB: Yes

Presented to Council: 5/10/2016
Status: Received Signed Petition
Year Built: 1980
Number of Units: 1
Number of Persons: 0
Race: Commercial
Acreage: 0.33
Current Land Use: Commercial
Current Zoning: CC
Requested Zoning: GB
Recommended Zoning: GB
Appraised Value: $349,600.00
Assessed Value: $20,980.00
Stormwater Fees: To Be Calculated

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 11
Public Service	
Sanitation	Located in existing service area. Commercial property.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	No additional right-of-way
Signage	No additional right-of-way
Pavement Markings	No additional right-of-way
Charleston Water Systems	CWS service area.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

City Plan Recommendation: The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.

STATE OF SOUTH CAROLINA)
) PETITION FOR ANNEXATION
COUNTY OF CHARLESTON)

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately ~~3/4~~ .33 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number:
TMS# 351-14-00-078
(Address: 1897 Sam Rittenberg Blvd. Charleston, SC 29407).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 26th day of February, 2016

FREEHOLDERS (OWNERS) SIGNED	DATE OF SIGNATURE
Sam Rittenberg Properties LLC	
[signature] member/manager	2/26/16
(Signature)	(Date)
Carl W Meares Jr	
(Print Name)	
(Signature)	(Date)
(Print Name)	

City of Charleston
Annexation Map

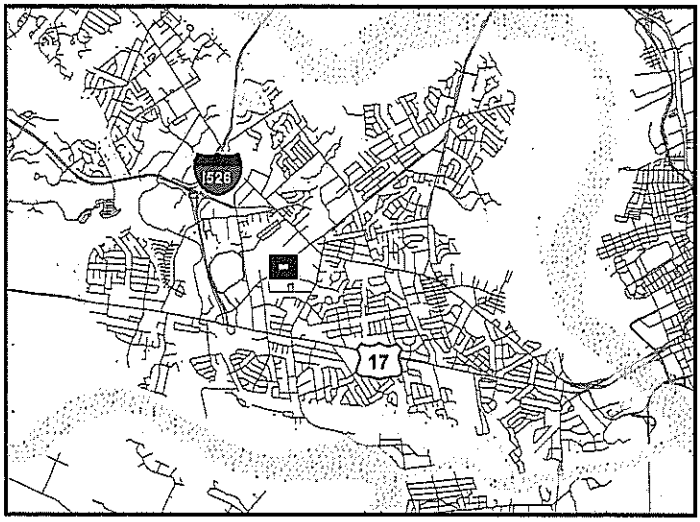
Parcel Address:
1897 Sam Rittenberg Blvd

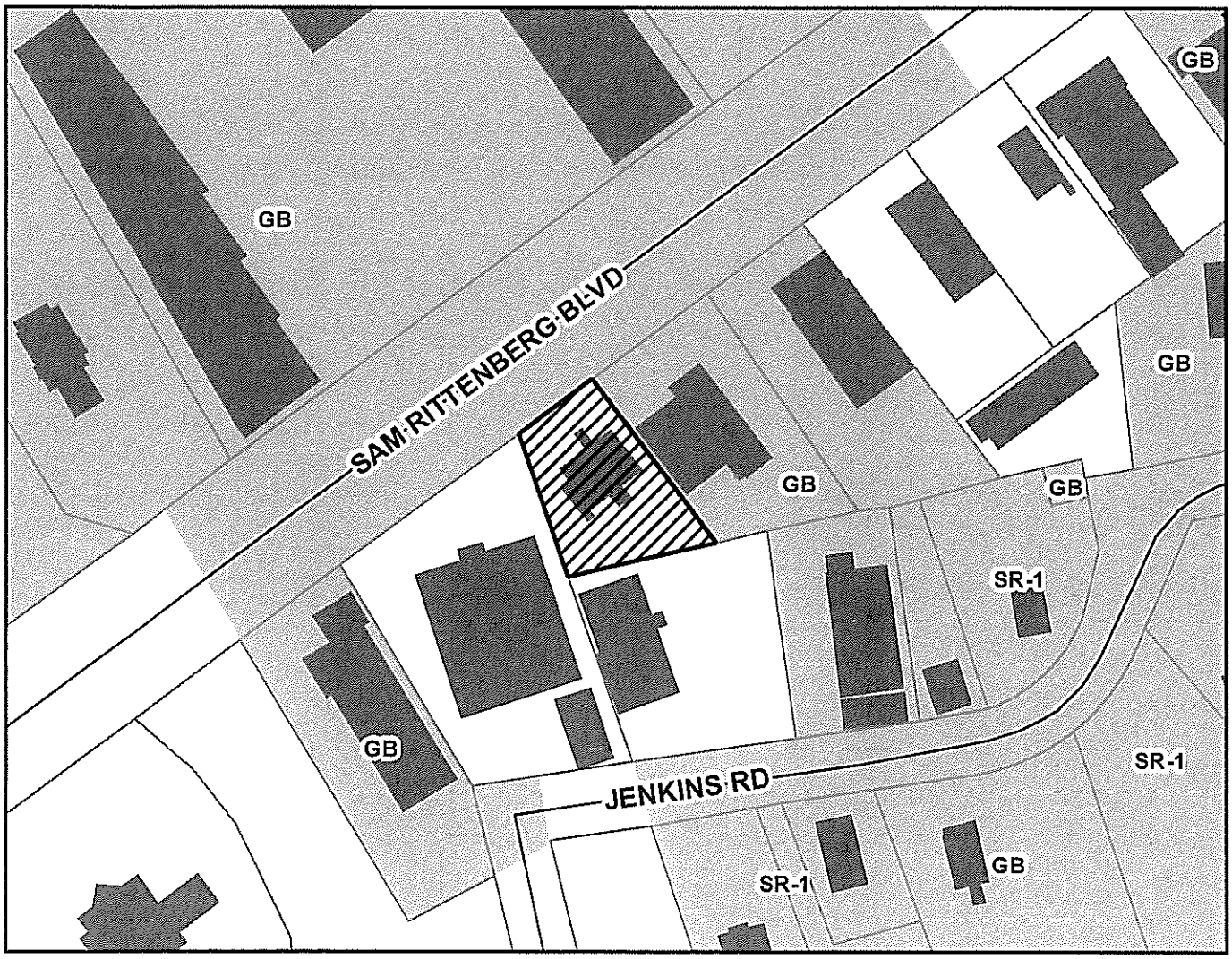
TMS #:
3511400078

Acreage: 0.33

City Council District: 7

West Ashley





Subject Property

Corporate Limits
City of Charleston

Water

N