

City Hall
80 Broad Street
December 6, 2016
4:00 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember White
2. Approval of Minutes:
 - a.) November 22, 2016
3. Bids and Purchases
4. Recommendations of State Accommodations Tax Advisory Committee that met and approved both of the attached budgets on 11/21/16
 - a.) 2016 Amended State Accommodations Tax Budget
 - b.) 2017 Proposed State Accommodations Tax Budget
5. Hospitality Fee Budget
 - a.) Approval of amended 2016 Hospitality Fee Budget
 - b.) Approval of proposed 2017 Hospitality Fee Budget
6. 2017 Municipal Accommodations Fee Ordinances for Capital Projects and Operating Expenses (2 Ordinances) Refer to Public Hearings – City Council Agenda Items #E1-E2
7. 2017 General Fund & Enterprise Funds Expenditure Budget (Ordinance) (Refer to Public Hearings – City Council Agenda Item #E3)
8. 2017 General Fund & Enterprise Funds Revenue Budget (Ordinance) (Refer to Public Hearings – City Council Agenda Item #E4)
9. Parks-Capital Projects: Approval of a Transportation Alternatives Program Grant Application for the West Ashley Gateway – West Ashley Bikeway Connector Multi-Use Trail. The proposed project is a grade-separated multi-use trail on the east side of Wappoo Road, connecting the West Ashley Greenway with the West Ashley Bikeway. If approved, the grant will provide \$362,785 in funding requiring a match of \$90,696 (\$453,482 total). Funding would be administered through the SCDOT’s “Local Public Agency” process using the approved Project Administrator in the Department of Parks. This project would include the design and permitting services required to competitively bid the project, construction of the project and inspection services during construction. Depending upon the award and LPA process, funding could be available sometime after

the 2nd quarter of 2017. The project would require 24-36 months to complete. There is no fiscal impact for this action. An approval of the grant application will only allow the Parks Department to submit the document to CHATS Metropolitan Planning Organization. However, the fiscal impact will occur if the grant application is approved for award. This is an after-the-fact approval.

10. Police Department: Approval of the State Plan of Operations Agreement and Addendum with the State of South Carolina regarding transfer of excess Department of Defense property for use by the Police Department.
11. Police Department: Approval of a Mutual Aid Agreement with the Medical University of South Carolina. The Mutual Aid Agreement statute was amended in June, 2016. New agreements have been drafted to ensure compliance with the amended statute. The new agreements are replacing the old agreements.
12. Parks-Capital Projects: Approval of an increase of \$1,970.05 to the Freedom Park Shelter and Restroom project budget related to unanticipated fee increases to the Impact & Tap Fees and Sewer Inspection Fees with Charleston Water Systems. Impact & Tap Fees increased by \$840.05 as a result of updated rates while the warranty inspection fee of \$1,130 was not captured in the contractor's scope of work but required by developer agreement executed between the City and CWS. With approval, Council is approving the transfer in the amount of \$1,970.05 to the project budget from 2012 General Fund Reserves (\$1,385.86) and 2013 General Fund Reserves (\$584.19). The funding sources for this project are: 2014 General Fund Reserves (\$210,000), 2012 General Fund Reserves (\$158,460.76) and 2013 General Fund Reserves (\$1,534.00).
13. Parks-Capital Projects: Approval of Freedom Park Shelter/Restroom Change Order #2 to the Construction Contract with Infinger Construction Group, LLC in the amount of \$17,477 for upgrading the steel frame construction based on preliminary design and windows (\$17,816), omitting integrated color to concrete slab (-\$550) and upgrade to steel frame construction based on final design, SWPPP inspection, and miscellaneous value engineering options (\$211). The total project budget will increase by \$3,024.71. The contract time will remain unchanged. The Change Order will increase the Construction Contract with Infinger Construction Group, LLC in the amount of \$17,477 from \$302,375 to \$319,852. With approval of this Change Order, Council is approving the transfer in the amount of \$3,024.71 to the project budget from 2012 General Fund Reserves (\$2,074.90) and 2013 General Fund Reserve (\$949.81). The remaining \$14,452.29 for the change order will come from the balance of the project contingency. The funding sources for this project are: 2014 General Fund Reserves (\$210,000) and 2012 General Fund Reserves (\$155,000).
14. Parks-Capital Projects: Approval of a Construction Contract with American Elevator in the amount of \$73,020 for the modernization of the elevator at the Joseph P. Riley, Jr. Ballpark. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000, to the extent contingency funds exist in the Council Approved budget. Approval of this action will institute an \$80,000 project budget of

which the \$73,020 Construction Contract will be funded. The funding source for this project is the JPR, Jr. Ballpark General Maintenance account.

15. Public Service: Approval for B&C Land Development to perform emergency repairs in the amount of \$55,999 at the Ardmore Canal. Damage occurred during Hurricane Matthew. The work was performed as an emergency repair due to the need to stabilize the highly eroded banks. Work will be submitted for public assistance reimbursement.
16. The Committee on Real Estate: (Meeting was held December 6, 2016 at 3:30 p.m. City Hall, 80 Broad Street)
 - a. Request authorization from the Mayor to execute the attached Lease Agreement between the City of Charleston and the International African American Museum (IAAM) and the Pinckney Foundation (PF) for the property and building located at 113 Calhoun Street. (TMS: 458-01-01-086) [Ordinance]
 - b. Consider the following annexations:
 - i. 204 Tall Oak Avenue (TMS# 418-13-00-066) 0.22 acre, West Ashley (District 9). The property is owned by Trevor Owen Spencer.
 - ii. 1501 Morgan Campbell Court (TMS# 351-12-00-116) 0.088 acre, West Ashley (District 9). The property is owned by Ayush Gupta.
 - iii. 1503 Morgan Campbell Court (TMS# 351-12-00-219) 0.08 acre, West Ashley (District 9). The property is owned by Alex Murphy and Katherine Beul.
 - iv. 1505 Morgan Campbell Court (TMS# 351-12-00-220) 0.09 acre, West Ashley (District 9). The property is owned by Amelia Phillips Hale and Daniel Hale.
 - v. 1507 Morgan Campbell Court (TMS# 351-12-00-221) 0.10 acre, West Ashley (District 9). The property is owned by William G. Wynn, Jr.
 - vi. 1509 Morgan Campbell Court (TMS# 351-12-00-218) 0.25 acre, West Ashley (District 9). The property is owned by Matthew and Brittany Cauller.
 - vii. 1510 Morgan Campbell Court (TMS# 351-12-00-216) 0.14 acre, West Ashley (District 9). The property is owned by Rachel Kelly Bishop.
 - viii. 1512 Morgan Campbell Court (TMS# 351-12-00-215) 0.14 acre, West Ashley (District 9). The property is owned by James F. Price.
 - ix. 1513 Morgan Campbell Court (TMS# 351-12-00-217) 0.25 acre, West Ashley (District 9). The property is owned by Rob and Sophie Fulmer.
 - x. 1514 Morgan Campbell Court (TMS# 351-12-00-214), 0.12 acre, West Ashley (District 9). The property is owned by Lauren and David McCullough.

- xi. Property located on Ashley Hall Road (TMS# 351-12-00-213) 0.16 acre, West Ashley (District 9). The property is owned by Glenda M. Hauge.

- c. An ordinance to adjust the boundary line between the City of Charleston and the Town of James Island as it pertains to property located on Camp Road and designated as lot 027b on a plat by Cornerstone Surveying & Engineering, Inc. entitled "A final subdivision plat of Charleston County T.M.S. Parcel No. 428-03-00-027 a 1.69 acre tract of land in 'Cocked Hat' Subdivision" and an area abutting a portion of the northern boundary of said tract shown as a portion of a 10' County of Charleston Drainage Easement on said plat.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Jason Kronsberg DEPT. Parks

SUBJECT: GAMETIME PLAYGROUND EQUIPMENT FOR THOMAS JOHNSON PARK

REQUEST: Approval to purchase GameTime Powerscape Playground Equipment
From Cunningham Recreation, PO Box 240981, Charlotte, NC 28224
US Communities Contract #110179

COMMITTEE OF COUNCIL: Ways & Means DATE: December 6, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Parks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Jason Kronsberg</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Sherry Long</i>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: Parks/Construction Account #: \$23000-52435

Balance in Account \$106,620.29 Amount needed for this item \$52,280.29 *MF*
 11/22/16

Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s).

CFO's Signature: *Amy Wharton*

FISCAL IMPACT:

Mayor's Signature: *John J. Tecklenburg*
 John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

QUOTE
 #117127

11/01/2016

Thomas Johnson Park (Rev)

Charleston Parks and Recreation, SC
 Attn: Rodney Porter
 1443 Secessionville Road
 Charleston, SC 29412
 Phone: 843-724-7322
 Fax: 843-579-7692
 porterr@charleston-sc.gov

Project #: P84909
 Ship To Zip: 29412

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Powerscape Modular Play Structure (Per Attached Drawing)	\$40,118.00	\$40,118.00
		(1) 18787 -- Umbrella Canopy		
		(1) 26058 -- 3 Way X-Pod Step		
		(1) 26064 -- DNA Climbing Wall Attachment		
		(1) 26065 -- Hang Out Wall		
		(1) 26078 -- Arched Loop Ladder Overhead		
		(1) 26092 -- PS Plus Single Link Cross Beam		
		(5) 26094 -- Triangular Shroud		
		(1) 26095 -- Hanging Pod Link		
		(1) 80000 -- 49" Sq Punched Steel Deck		
		(4) 80001 -- 49"Tri Punched Steel Deck		
		(1) 80657 -- Access Attachment 5'		
		(1) 80942 -- Crawl-Thru Panel		
		(1) 81664 -- Single ThunderRing		
		(1) 81699 -- Bongos		
		(1) 90023 -- 3'-0" Transfer System w/ Barrier		
		(1) 90033 -- 4' Transfer Platform w/guardrail		
		(1) 90133 -- 7'-6"/8' Trunk Climber		
		(1) 90159 -- 3'-6"/6' Giant Wave Climber Link		
		(2) 90268 -- 10' Upright, Alum		
		(3) 90269 -- 11' Upright, Alum		
		(1) 90270 -- 12' Upright, Alum		
		(3) 90272 -- 14' Upright, Alum		
		(1) 90286 -- 8' Sky Hi Spiral Tube Slide, 30" Dia		
		(1) 90317 -- Toad Stool Climber		
		(2) 90411 -- Climber Archway w/ Barrier		
		(1) 90505 -- 5' Single Zip Slide		
		(2) 90549 -- Climber Archway w/ Plate & Barrier		
		(1) 90598 -- Hour Glass Climber		



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

QUOTE
 #117127

11/01/2016

Thomas Johnson Park (Rev)

Quantity	Stock ID	Description	Unit Price	Amount
		(1) 90631 -- Bubble Panel (above)		
		(1) 91146 -- Entryway - Guardrail		
		(1) G90266 -- 8' Upright, Galv		
		(1) G90268 -- 10' Upright, Galv		
		(1) H12077 -- 15' Heavy Wall Upright		
		(1) 178749 -- Owner's Kit		
39	4850	GameTime - 8" Playcurb Pkg	\$48.00	\$1,872.00
1	4854	GameTime - Accessible Playcurb	\$425.00	\$425.00
1700	GT-EWF	GT-Impax - Per SF - Engineered Wood Fiber Surfacing at 9" Depth - <i>*Includes materials and freight charges</i>	\$1.25	\$2,125.00
1	INSTALL	MISC - Installation of Above Equipment, Borders, and Surfacing	\$12,725.00	\$12,725.00

*Site must be clear, level, free of obstructions and accessible.
 *Pricing based US Communities Contract #110179. To receive this discount, customer must register with US Communities prior to placing order. <http://www.uscommunities.org/>
 *Removal and disposal of all existing equipment is the owner's responsibility. Customer is responsible for all site-work and excavation.

SubTotal: \$57,265.00
 Discount: (\$9,754.14)
 Tax: \$2,956.80
 Freight: \$1,670.62
Total Amount: \$52,138.28

*Pricing valid through Dec 9, 2016 only.

Contract: USC



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

QUOTE
#117127

11/01/2016

Thomas Johnson Park (Rev)

Pricing: Prices are firm for 30 days unless otherwise noted. Above costs assume one shipment and one installation unless otherwise noted. Taxes will be shown as a separate line item if included. Any applicable taxes not shown will be applied to the final invoice.

Lead Time/shipment: Standard orders shipped 4 weeks after receipt of order and acceptance of your purchase order, color selections, approved submittals, (if required) unless otherwise noted. Custom equipment and shades may require a longer lead time. Surfacing lead time is approximately 2 weeks after scheduling request. It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Missing or damaged equipment must be reported within 60 days of acceptance of delivery. Equipment may be sent in multiple shipments based on point of origin.

Payment Terms: Payment in full, Net 30 days subject to approval by Credit Manager. Pre-payment may be required for orders equaling less than \$5,000. A signed P.O. made out to Gametime C/O Cunningham Associates, Inc. or this signed quotation is required for all orders unless otherwise noted. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Checks should be made payable to Game Time unless otherwise directed.

Returns: Returns are available on shipments delivered within the last 60 days and only if the product is in merchantable condition, has never been installed, and has never been stored in an area of little or no protection. A 25% restocking fee will be applied to all goods. Customer will be charged freight for both the outbound and inbound shipment. Any credit will be based on the condition of the item upon its return. Uprights cannot be returned.

Acceptance of this proposal indicates your agreement to the terms and condition stated herein.

Wish to pay by credit card? Please complete the following information:

_____ Mastercard _____ Visa _____ AMEX

Credit Card Number: _____ Exp Date: _____

CSC, Card Security Code: _____

Name as it appears on card: _____

Amount to be charged to card: _____

Email or Fax credit card receipt to: _____

Site should be clear, level and allow for unrestricted access of trucks and machinery. Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. The customer is responsible for theft or damage of the equipment from the time the equipment is off-loaded until the installation of the equipment is complete, unless other arrangements are made and noted on the quotation. Price includes ONLY what is stated in this quotation. If additional site work or equipment is needed then the price is subject to change. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost. Customer will be billed hourly or per job for any additional costs.

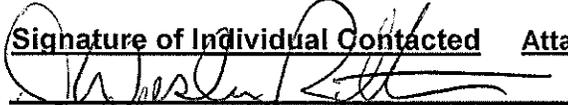
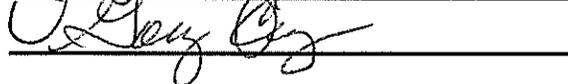
COMMITTEE / COUNCIL AGENDA

3b.)

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: DELL DESKTOP COMPUTERS
REQUEST: APPROVAL OF THE PURCHASE OF DELL COMPUTERS AS PART OF THE CITY'S ANNUAL PC 4-YEAR ROTATION CYCLE.
STATE CONTRACT #: 4400011358

COMMITTEE OF COUNCIL: Ways & Means DATE: December 6, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Procurement	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

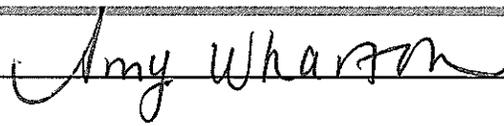
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: IT Account #: 062016-52740 *Kum*

Balance in Account Lease-Purchase Amount needed for this item \$54,648.10

Does this document need to be recorded at the RMC's Office? Yes No

NOTES: Provides 50 Dell Desktop PCs @ \$1,093.68 each as part of the City's annual rotation of PCs on a 4-year rotation cycle. LEASE-PURCHASE.

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



Here's the quote you requested!

Total:\$54,684.10

Please review your quote details below, then contact your sales rep when you're ready to place your order. You can also Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Quote number:
3000003134860.1

Quote date:
Nov. 21, 2016

Quote expiration:
Dec. 21, 2016

Company name:
CITY OF CHARLESTON

Customer number:
43392896

Phone:
(843) 805-3220

Sales rep information:
Sam Platt
Sam_Platt@Dell.com
(800) 456-3355
Ext: 5138845

Billing Information:
CITY OF CHARLESTON
2 GEORGE ST
CITY OF CHARLESTON
CHARLESTON
SC 29401-3582
US
(843) 805-3220

Pricing Summary

Item	Qty	Unit price	Subtotal
OptiPlex 5040 SFF	50	\$859.00	\$42,950.00
Dell 22 Monitor - P2217H	50	\$149.00	\$7,450.00

Sales rep: Sam Platt | Quote number: 3000003134860.1

Subtotal:	\$50,400.00
Shipping:	\$-0.16
Environmental Fees:	\$0.00
Estimated Tax:	\$4,284.26
Total:	\$54,684.10

Shipping Group 1

Shipping Contact: MICHAEL OSHINSKY	Shipping phone: (843) 805-3222	Shipping via: Standard Ground	Shipping Address: 32 ANN ST CHARLESTON SC 29403 US
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SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 5040 SFF	50	\$859.00	\$42,950.00
Estimated Delivery Date: Nov. 28 - Dec. 2, 2016				
Contract Code: WN29AGW				
Customer Agreement No: 4400011358				
338-BHUH	Intel Core i7-6700 Processor (Quad Core, 8MB, 8T, 3.4GHz, 65W)	50	-	-
412-AAGQ	Small Form Factor Processor Heatsink 65 Watt	50	-	-
619-AHCR	Windows 10 Pro (64bit) English	50	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	50	-	-
370-ACLY	8GB (1x8GB) 1600MHz DDR3L Memory	50	-	-
400-AANO	3.5 inch 500GB 7200rpm Hard Disk Drive	50	-	-
490-BCPG	AMD Radeon R5 340X, 2GB, HH (DP, SL-DVI-I)	50	-	-
325-BBRJ	DVD+/-RW Bezel, Small Form Factor	50	-	-
429-AAJV	Tray load DVD Drive (Reads and Writes to DVD/CD)	50	-	-
658-BBTV	Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)	50	-	-
620-AALW	OS-Windows Media Not Included	50	-	-
580-AABG	No Keyboard Selected	50	-	-
570-AAAF	No mouse selected on your OptiPlex system	50	-	-
634-BENZ	No DDP ESS Software	50	-	-
954-3465	No DDPE Encryption Software	50	-	-
401-AANH	2nd Hard Drive: not included	50	-	-
385-BBCR	No Media Card Reader	50	-	-
555-BBFO	No Wireless	50	-	-
555-BBFO	No Wireless	50	-	-
329-BCRQ	OptiPlex 5040 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze)	50	-	-
631-AASR	No Out-of-Band Systems Management	50	-	-
340-AJFC	Kickstart Product Registration	50	-	-
422-0008	Dell Data Protection System Tools Digital Delivery/DT	50	-	-
525-BBCL	SupportAssist	50	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	50	-	-
658-BBMQ	Enable Low Power Mode	50	-	-
658-BBMR	Dell Client System Update (Updates latest Dell	50	-	-

	Recommended BIOS, Drivers, Firmware and Apps),OptiPlex			
658-BBNH	Waves Maxx Audio	50	-	-
658-BCUV	Dell Developed Recovery Environment	50	-	-
387-BBEZ	ENERGY STAR Version 6.0	50	-	-
817-BBBB	No FGA	50	-	-
210-AFIF	OptiPlex 5040 Small Form Factor XCTO	50	-	-
389-BHKP	Regulatory Label	50	-	-
340-ASFW	Placemat Documentation	50	-	-
389-BCGW	No UPC Label	50	-	-
389-BHGE	Intel(R) Core(TM) i7 Label	50	-	-
329-BBJL	TPM Enabled	50	-	-
696-BBBC	No Special BIOS Setup Required	50	-	-
461-AABF	No CompuTrace	50	-	-
551-BBBJ	No Intel Responsive	50	-	-
450-AAOJ	System Power Cord (Philippine/TH/US)	50	-	-
340-ABJI	No Diagnostic/Recovery CD media	50	-	-
340-ARRM	Shipping Material for System, Small Form Factor, DAO	50	-	-
389-BBUU	Shipping Label for DAO	50	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French/Dutch)	50	-	-
332-1286	US Order	50	-	-
800-BBIO	Desktop BTO Standard shipment	50	-	-
525-0057	Kace K1000 Express	50	-	-
817-BBBC	Not Selected in this Configuration	50	-	-
997-8533	Dell Limited Hardware Warranty Plus Service	50	-	-
997-8536	Onsite/In-Home Service After Remote Diagnosis 4 Years	50	-	-
450-ABBX	No Adapter	50	-	-
480-AAJX	Display Not Included	50	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell 22 Monitor - P2217H	50	\$149.00	\$7,450.00
	Estimated Delivery Date: Nov. 29, 2016			
	Contract Code: WN29AGW			
	Customer Agreement No: 4400011358			
332-2875	Dell 22 Monitor - P2217H	50	-	-

Subtotal: \$50,400.00
 Shipping: \$-0.16
 Environmental Fees: \$0.00
 Estimated Tax: \$4,284.26

Sales rep: Sam Platt ; Quote number: 3000003134860.1

Total: \$54,684.10

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for [Consumer warranties](#); for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

4.)



City of Charleston

Memorandum

To: Mayor John J. Tecklenburg, Mayor
Members of City Council

From: State Accommodations Tax Advisory Committee

Date: November 28, 2016

Re: Annual Meeting of the State Accommodations Tax Advisory Committee

On November 21, 2016, at 4:00 p.m., the State Accommodations Tax Advisory Committee of the City of Charleston met at the Charleston Maritime Center. In addition to myself, I am pleased to report that the following Committee members were in attendance: Ellen Moryl, Missy Gold, Alphonso Brown, Tripp Hayes, and Janice Kahn. The Committee voted unanimously to approve the attached 2016 Amended Budget. We recommend that City Council approve this budget as presented.

The Committee also voted unanimously to approve the attached 2017 Proposed Budget. We recommend that City Council approve this budget as presented.

These volunteers that serve on this committee take this duty very seriously and are very engaged in the process, and I would like to thank them for their service.

The Committee would also like to recognize the hard work of the City personnel who review the applications for funding and provide information and support to this committee: Cherrie-Ann Caton, Romaine Heyward, Kathy Mercer, Theron Snype, Mindy Sturm, Scott Watson and Tony Youmans. Thank you.

Council Member Michael Seekings
Committee Chairperson

COMMITTEE / COUNCIL AGENDA

4a.)

TO: John J. Tecklenburg, Mayor
FROM: Amy Wharton, CFO DEPT. BFRC
SUBJECT: 2016 AMENDED STATE ACCOMMODATIONS TAX BUDGET
REQUEST: Request approval of 2016 Amended State Accommodations Tax budget as approved by the City's State Accommodations Tax Advisory Committee on November 21, 2016.

COMMITTEE OF COUNCIL: Ways & Means DATE: December 6, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	<u>Signature of Individual Contacted</u>	<u>Attachment</u>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

CFO's Signature: *Amy Wharton*
FISCAL IMPACT:

Mayor's Signature: *John J. Tecklenburg*
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

CITY OF CHARLESTON
Accommodations Tax Fund
2016 Amended Budget

2016 Amended

Revenues

State of SC	5,810,000
Fund Balance	
Interest	7,321
Total revenues	5,817,321

Proposed uses

Charleston Convention & Visitors Bureau (30%)	1,735,500
Additional destination marketing - CVB	109,000
Yorktown - Fourth of July Celebration	5,000
To General Fund (5%)	314,250
DASH trolley replacement - Grant Match	479,000
Gibbes & Aquarium Revenue Bond (2024)-Transfer to Debt Service Fund	547,231
DASH Shuttle (Free)	266,840
Gaillard Management Corporation	200,000
Subtotal	3,656,821

Arts Grants-in-Aid

Art Forms & Theatre Concepts, Inc.	20,000
Carolina Art Association (Gibbes Museum)	180,000
Chamber Music Charleston	4,000
Charleston Black Expo	17,500
Charleston Carifest	5,000
Charleston City Ballet	7,000
Charleston Golf, Inc.	30,000
Charleston Horticultural Society	3,000
Charleston International Film Festival	5,000
Charleston Marathon	10,000
Charleston Metro Sports Council (Chas Area Sports Commission)	10,000
Charleston Museum	250,000
Charleston Stage Company	55,000
Charleston Symphony	200,000
Charleston Wine & Food Festival	150,000
Children's Museum of the Lowcountry	40,000
City of Charleston Arts in Charleston Calendar	10,000
City of Charleston Happy New Year Charleston!	25,000
City of Charleston Waterfront Gallery	27,000
City of Chas Holiday Magic/Parade of Boats/Farmers Market	75,000
Company Company	12,000
Cooper River Bridge Run	20,000
CSO Gospel Choir & Spiritual Ensemble (Colour of Music)	40,000
Drayton Hall	10,000
Halsey Institute	15,000
Historic Charleston Foundation	40,000
Jazz Artists of Charleston	30,000
League of Charleston Theatres	3,000
Medal of Honor Bowl	40,000
Middleton Place Foundation/Edmondston-Alston House	3,500
MOJA Arts Festival	70,000
Piccolo Spoleto Festival	70,000
Pure Theatre	4,500
South Carolina Aquarium	200,000
Southeastern Wildlife Exposition	165,000
Spoleto Festival	314,000
Subtotal - grants	2,160,500
Total expenditures	5,817,321

COMMITTEE / COUNCIL AGENDA

4b.)

TO: John J. Tecklenburg, Mayor
FROM: Amy Wharton DEPT. BFRC
SUBJECT: 2017 PROPOSED STATE ACCOMMODATIONS TAX BUDGET
REQUEST: Request council approval of the attached State Accommodations Tax budget as approved by the City's State Accommodations Tax Advisory Committee on November 21, 2016.

COMMITTEE OF COUNCIL: Ways & Means DATE: December 6, 2016

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton
FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

CITY OF CHARLESTON
Accommodations Tax Fund
2017 Proposed Budget

as Approved by
Advisory Committee -
11/21/2016

Revenues

State of SC	6,000,000
Interest	-
	4,363
Total revenues	6,004,363

Proposed uses

Charleston Convention & Visitors Bureau (30%)	1,792,500
Yorktown - Fourth of July Celebration	5,000
To General Fund (5%)	323,750
Gibbes & Aquarium Revenue Bond (2024)-Transfer to Debt Service Fund	547,231
DASH Shuttle (Free)	280,182
Gaillard Management Corporation	850,000
	850,000
Subtotal	3,798,663

Arts Grants-in-Aid

Art Forms & Theatre Concepts, Inc.	25,000
Carolina Art Association (Gibbes Museum)	205,000
Chamber Music Charleston	4,000
Charleston Black Expo	17,500
Charleston Carifest	5,000
Charleston Golf, Inc.	30,000
Charleston Library Society	5,000
Charleston Marathon	15,000
Charleston Area Sports Commission	15,000
Charleston Area Sports Commission (Colonial Athletic Assoc Men's Basketball Tournament)	10,000
Charleston Museum	250,000
Charleston Stage Company	55,000
Charleston Symphony	175,000
Charleston Wine & Food Festival	150,000
Children's Museum of the Lowcountry	60,000
City of Charleston Arts in Charleston Calendar	10,000
City of Charleston Happy New Year Charleston!	25,000
City of Charleston Waterfront Gallery	27,000
City of Chas Holiday Magic/Parade of Boats/Farmers Market	75,000
Company Company	6,000
Cooper River Bridge Run	20,000
CSO Gospel Choir & Spiritual Ensemble (Colour of Music Festival)	40,000
Drayton Hall (advertising)	10,000
Drayton Hall (Visitors Center)	50,000
Footlight Players	5,000
Halsey Institute	15,000
Historic Charleston Foundation	50,000
HomeTeam Angels (BevCon Charleston)	2,000
Jazz Artists of Charleston	30,000
MOJA Arts Festival	75,000
Piccolo Spoleto Festival	75,000
Sophia Institute	5,000
South Carolina Aquarium	200,000
Southeastern Wildlife Exposition	165,000
Spoleto Festival	290,000
The 34 West Theatre Company	5,000
YALLFest	4,200
	4,200
Subtotal - grants	2,205,700

Total expenditures

6,004,363

5a.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
 FROM: Amy Wharton, CFO DEPT. BFRC
 SUBJECT: HOSPITALITY FEE BUDGET
 REQUEST: Request Council Approval of Amended Hospitality Fee Budget for 2016.

COMMITTEE OF COUNCIL: Ways & Means DATE: December 6, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

NEED:

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg
 John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Department: Budget, Finance & Revenue Collections

Activity: Hospitality Fee Fund

**2016
amended**

Revenue Detail

41401	HOSPITALITY FEE	14,660,000
46103	INTEREST INCOME	61,044
	TOTAL REVENUES	14,721,044

EXPENDITURES

Operating

ENTERTAINMENT DISTRICT POLICE	150,000
ENTERTAINMENT DISTRICT MAINTENANCE - SIDEWALKS/RESTROOM	65,000
RIVERWALK MAINTENANCE	3,950
FAMILY CIRCLE CUP OPERATIONS	238,703
CAROLINA ART ASSOCIATION (GIBBES ART MUSEUM)-RENOVATION:	175,000
INTERNATIONAL AFRICAN-AMERICAN MUSEUM	200,000
GAILLARD MANAGEMENT CORP OPERATING CONTRIBUTION	989,900
GAILLARD CENTER LIGHTING EQUIPMENT (LP DEBT SERVICE)	160,758
GAILLARD CENTER OPERATING COSTS	1,210,000
CVB- PROMOTIONS AND ADVERTISING	109,900
<i>SUBTOTAL</i>	<u>3,303,211</u>
TRANSFER OUT GENERAL FUND	4,900,000
TRANSFER OUT ENERGY PERFORMANCE FUND(2024)	269,742
TRANSFER OUT CAPITAL IMPROVEMENTS FUND	4,555,000
TRANSFER OUT CIF-DANIEL ISLAND TENNIS CENTER MAINTENANCE	100,000
TRANSFER OUT BALLPARK FUND	398,000
TRANSFER OUT VISITORS CENTER FUND	757,523
TRANSFER OUT ANGEL OAK	8,050
TRANSFER OUT PARKING FACILITIES FUND (partial PEO salaries)	354,518
TRANSFER OUT CULTURAL FESTIVALS FUND	75,000
<i>SUBTOTAL TRANSFERS OUT</i>	<u>11,417,833</u>
TOTAL EXPENDITURES	14,721,044

**For Informational Purposes only. This schedule is not voted on as part
of the 2016 Hospitality Budget.**

Proposed Detail of Transfers to Capital Improvements Fund:

Monument Preservation	30,000
Bender Street Park Construction	500,000
West Ashley Entrance Ways	350,000
Seawall/Low Battery	3,500,000
White Point Gardens renovations	<u>175,000</u>
Total	<u><u>4,555,000</u></u>

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Amy Wharton, CFO DEPT. BFRC

SUBJECT: HOSPITALITY FEE BUDGET

REQUEST: Request Council Approval of Proposed Hospitality Fee Budget for 2017.

COMMITTEE OF COUNCIL: Ways & Means DATE: December 6, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

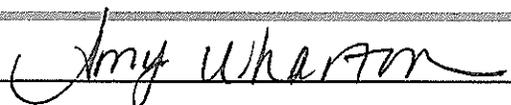
	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

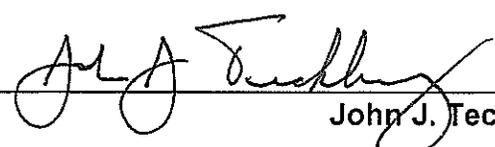
If yes, provide the following: Dept./Div: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

NEED:

CFO's Signature: 

FISCAL IMPACT: This budget allocates dollars from hospitality fee revenue in accordance with state guidelines. The transfer in to the general fund is used to cover the cost of qualifying activities such as tourism-related public safety, debt service on tourism-related facilities, and personnel and operating costs of tourism-related facilities and functions. Transfers to other funds are to support tourism-related facilities or activities. Transfer to Capital Improvements Fund is for various tourism related capital projects.

Mayor's Signature: 
 John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Department: Budget, Finance & Revenue Collections

Activity: Hospitality Fee Fund

REVENUES

Revenue Detail

41401	HOSPITALITY FEE	15,600,000
46103	INTEREST INCOME	45,473
	TOTAL REVENUES	15,645,473

2017

EXPENDITURES

Operating

	ENTERTAINMENT DISTRICT POLICE	145,000
	ENTERTAINMENT DISTRICT MAINTENANCE - SIDEWALKS/RESTROOMS	140,000
	LANDSCAPE CONTRACTS - WATERFRONT PARK & HAMPTON PARK	209,000
	RIVERWALK MAINTENANCE	4,000
	FAMILY CIRCLE CUP OPERATIONS	245,864
	INTERNATIONAL AFRICAN-AMERICAN MUSEUM	200,000
	GAILLARD MANAGEMENT CORP OPERATING CONTRIBUTION	550,000
	GAILLARD CENTER LIGHTING EQUIPMENT (LP DEBT SERVICE)	160,808
	GAILLARD CENTER OPERATING COSTS	1,079,070
	CVB- PROMOTIONS AND ADVERTISING	140,000
	<i>SUBTOTAL</i>	<u>2,873,743</u>
	TRANSFER OUT GENERAL FUND	4,917,000
	TRANSFER OUT ENERGY PERFORMANCE FUND(2024)	269,742
	TRANSFER OUT CAPITAL IMPROVEMENTS FUND	5,140,000
050874	TRANSFER OUT CIF-DANIEL ISLAND TENNIS CENTER MAINTENANCE	150,000
	TRANSFER OUT - IAAM CAPITAL PROJECT FUND	800,000
	TRANSFER OUT BALLPARK FUND	379,000
	TRANSFER OUT BALLPARK FUND - RIVERDOGS SUITES	100,000
	TRANSFER OUT VISITORS CENTER FUND	705,988
	TRANSFER OUT PARKING FACILITIES FUND (partial PEO salaries)	235,000
	TRANSFER OUT CULTURAL FESTIVALS FUND	75,000
	<i>SUBTOTAL TRANSFERS OUT</i>	<u>12,771,730</u>
	TOTAL EXPENDITURES	15,645,473

**For Informational Purposes only. This schedule is not voted on as part of the
Hospitality Budget.**

Proposed Detail of Transfers to Capital Improvements Fund:

050842	Monument Preservation	30,000
051186	Colonial Lake - plant replacement	60,000
	Wappoo Road property	800,000
	VRTC roof	250,000
051150	Stoney Field - NCAA Track addition	1,000,000
051446	Bender Street Park Construction	1,000,000
051160	Seawall/Low Battery	2,000,000
	Total	<u><u>5,140,000</u></u>

COMMITTEE / COUNCIL AGENDA

6.)

TO: John J. Tecklenburg, Mayor

FROM: Amy Wharton, CFO DEPT. BFRC

SUBJECT: YEAR 2017 MUNICIPAL ACCOMMODATIONS FEE ORDINANCES (CAPITAL PROJECT & OPERATING)

REQUEST: Request approval and forward to Council for Public Hearing and First Reading

COMMITTEE OF COUNCIL: Ways & Means DATE: December 6, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	<u>Signature of Individual Contacted</u>	<u>Attachment</u>
Corporate Counsel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

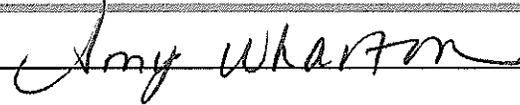
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div: _____ Account #: _____

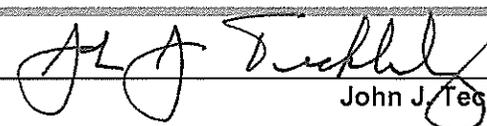
Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



Ratification
Number 2016 -

AN ORDINANCE

PROVIDING FOR THE DISTRIBUTION OF FUNDS FOR FISCAL YEAR 2017 GENERATED BY THE MUNICIPAL ACCOMMODATIONS FEE AS REQUIRED BY ORDINANCE NO. 1996-18.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHARLESTON:

SECTION 1. Findings

It is hereby found and declared by City Council of the City of Charleston ("City Council"), the governing body of the City of Charleston (the "City"):

1. By Ordinance adopted February 27, 1996, bearing ratification number 1996-18, City Council established a Municipal Accommodations Fee in an amount equal to one percent, the proceeds of which as provided by Section 6 Ordinance No. 1996-18, are to be "expended only for the purpose of defraying the cost of capital improvement beneficial to the tourism industry..."

2. Section 6 further provides that the costs to be funded in part by this fee are to be established by ordinance adopted by City Council after a public hearing.

3. The Accommodations Fee will be collected during the entire term of the fiscal year 2017, during which certain expenses will be incurred relating to capital improvements beneficial to the tourism industry.

4. City Council is now minded to establish by this Ordinance the specific capital costs to be funded by the Accommodations Fee in fiscal year 2017 as provided by Section 6 of Ordinance No. 1996-18. The public hearing required to be held was advertised in the Post and Courier on November 20, 2016 and the hearing conducted on December 6, 2016.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHARLESTON, AS FOLLOWS:

1. A portion of the funds generated by the one percent Municipal Accommodations Fee during fiscal year 2017 to meet the cost of capital improvements beneficial to the tourism industry will be applied to defray the following costs:

Energy Performance Contract (transfer to Energy Performance Fund)	292,568
Low Battery Refurbishment	3,000,000
Market St Streetscape	471,165
Collection fees (funded by current and prior years interest income)	17,125
Total	\$ 3,780,858

The funds to be spent in 2017 include \$3,425,000 of estimated 2017 revenue, \$5,960 of estimated interest income and \$349,898 of Fund Balance. Any excess Municipal Accommodations Fee revenues may be used for the Low Battery project.

SECTION 2. This Ordinance shall become effective on January 1, 2017.

Ratified in City Council this 20th day of December, In the Year of our Lord 2016, and in the 241st Year of the Independence of the United States of America.

John J. Tecklenburg, Mayor

ATTEST:

Vanessa Turner-Maybank, Clerk of Council



AN ORDINANCE

PROVIDING FOR THE DISTRIBUTION OF FUNDS FOR FISCAL YEAR 2017 GENERATED BY THE MUNICIPAL ACCOMMODATIONS FEE AS REQUIRED BY ORDINANCE NO. 1996-56.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHARLESTON:

SECTION 1. Findings

It is hereby found and declared by City Council of the City of Charleston ("City Council"), the governing body of the City of Charleston (the "City"):

1. By Ordinance adopted March 12, 1996, bearing ratification number 1996-56, City Council established a Municipal Accommodations Fee in an amount equal to one percent, the proceeds of which as provided by Section 8 Ordinance No. 1996-56, are to be "expended only for the purpose of defraying the cost of operational expenses beneficial to the tourism industry..."

2. Section 8 further provides that the costs to be funded in part by this fee are to be established by ordinance adopted by City Council after a public hearing.

3. The Accommodations Fee will be collected during the entire term of the fiscal year 2017. In adopting Ordinance 1996-56, City Council took the further action of reducing the millage rate set forth in the Budget Ordinance by 2 mills. Such reduction was based on recognition of the fact that funds generated by the fee established by Ordinance No. 1996-56 could be applied to tourism-related operational expenses which, in the absence of the fee, would have to be paid by the taxpayers.

4. City Council is now minded to establish by this Ordinance the specific nature of the operational costs to be funded during fiscal year 2017 by the Accommodations Fee as provided by Section 8 of Ordinance No. 1996-56. It is specifically found that such costs provide a special benefit to the tourism industry. The public hearing required to be held was advertised in the Post and Courier on November 20, 2016, and the hearing conducted on December 6, 2016.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHARLESTON, AS FOLLOWS:

1. Funds generated by the one percent Municipal Accommodations Fee imposed to meet the cost of operational expenses beneficial to the tourism industry will be applied during the fiscal year 2017 to defray tourism-related operational costs including the salaries of police officers, parking enforcement personnel and other tourism related operating expenses in the amount of \$3,442,125, consisting of \$3,425,000 in estimated 2017 revenue, \$5,960 in interest income, and \$11,165 in Fund Balance.

SECTION 2. This Ordinance shall become effective on January 1, 2017.

Ratified in City Council this 20th day of December, In the Year of our Lord 2016, and in the 241st Year of the Independence of the United States of America.

John J. Tecklenburg, Mayor

ATTEST:

Vanessa Turner-Maybank, Clerk of Council

COMMITTEE / COUNCIL AGENDA

7.)

TO: John J. Tecklenburg, Mayor
FROM: Amy Wharton, CFO DEPT. BFRC
SUBJECT: YEAR 2017 GENERAL FUND & ENTERPRISE FUNDS EXPENDITURE BUDGET
REQUEST: Request approval & forward to Council for First Reading
COMMITTEE OF COUNCIL: W&M DATE: December 6, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

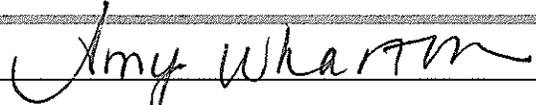
	Yes	N/A	Signature	Attachment
Legal Dept.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes no N/A

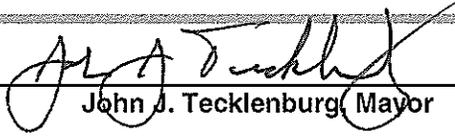
If yes, provide the source of funds

Balance in Expenditure Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s). Requires positive action on 12/6 (and second and third readings on 12/20) to avoid a special session of Council prior to 12/31/16.

CFO Signature: 

FISCAL IMPACT:

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (THROUGH CFO/BUDGET DIRECTOR) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE AGENDA MEETING.



Ratification
Number: 2016-_____

AN ORDINANCE

To make appropriations to meet the liabilities of the City of Charleston for the fiscal year ending December 31, 2017.

Be it ordained by the Mayor and City Council members of Charleston in City Council assembled:

Section 1. That the following sums of money be, and are hereby appropriated for the purposes hereinafter mentioned, to-wit:

GENERAL GOVERNMENT

<u>Div. #</u>	<u>Div. Name</u>	
DEPARTMENT OF CLERK OF COUNCIL		
100000	City Council	
	Personnel	642,382
	Fringe Benefits	305,431
	Operating	115,812
	Capital	-
	Total	1,063,625
101000	Records Management	
	Personnel	83,481
	Fringe Benefits	32,759
	Operating	11,777
	Capital	-
	Total	128,017
EXECUTIVE DEPARTMENT		
110000	Municipal Court	
	Personnel	1,120,128
	Fringe Benefits	457,030
	Operating	336,274
	Capital	-
	Total	1,913,432
120000	Mayor's Office	
	Personnel	674,177
	Fringe Benefits	189,245
	Operating	70,400
	Capital	-
	Total	933,822

DEPARTMENT OF BUDGET, FINANCE AND REVENUE COLLECTIONS

130000	Budget and Finance Administration	
	Personnel	405,424
	Fringe Benefits	120,794
	Operating	23,350
	Capital	-
	Total	549,568
131000	Finance	
	Personnel	941,093
	Fringe Benefits	348,753
	Operating	170,590
	Capital	-
	Total	1,460,436
132000	Revenue Collections	
	Personnel	446,345
	Fringe Benefits	169,437
	Operating	371,425
	Capital	-
	Total	987,207
133000	Budget and Management	
	Personnel	412,105
	Fringe Benefits	138,532
	Operating	18,380
	Capital	-
	Total	569,017
134000	Procurement	
	Personnel	254,518
	Fringe Benefits	91,020
	Operating	115,250
	Capital	-
	Total	460,788
135000	Real Estate Management	
	Personnel	227,843
	Fringe Benefits	77,639
	Operating	61,350
	Capital	-
	Total	366,832
136000	Process/Service Improvement	
	Personnel	182,776
	Fringe Benefits	59,955
	Operating	332,800
	Capital	-
	Total	575,531

137000	Permit Center		
	Personnel		166,731
	Fringe Benefits		65,474
	Operating		22,050
	Capital		-
	Total		254,255

EXECUTIVE DEPARTMENT

140000	Internal Auditing		
	Personnel		120,426
	Fringe Benefits		40,115
	Operating		16,880
	Capital		-
	Total		177,421

141000	Corporation Counsel		
	Personnel		722,935
	Fringe Benefits		216,550
	Operating		633,440
	Capital		-
	Total		1,572,925

142000	Prosecutor's Office		
	Personnel		246,828
	Fringe Benefits		87,847
	Operating		76,757
	Capital		-
	Total		411,432

DEPARTMENT OF HUMAN RESOURCES

150000	Human Resources		
	Personnel		776,456
	Fringe Benefits		275,626
	Operating		179,275
	Capital		-
	Total		1,231,357

DEPARTMENT OF BUDGET, FINANCE AND REVENUE COLLECTIONS

151000	Safety Management		
	Personnel		156,601
	Fringe Benefits		55,388
	Operating		103,950
	Capital		-
	Total		315,939

DEPARTMENT OF INFORMATION TECHNOLOGY

161000	Information Technology		
	Personnel		1,135,968
	Fringe Benefits		395,133
	Operating		2,655,705
	Capital		489,265
	Total		4,676,071

162000	GIS		
	Personnel		323,035
	Fringe Benefits		112,735
	Operating		121,200
	Capital		-
	Total		556,970

163000	Telecommunications		
	Personnel		125,449
	Fringe Benefits		49,185
	Operating		743,387
	Capital		-
	Total		918,021

DEPARTMENT OF PARKS

170000	Electrical		
	Personnel		449,500
	Fringe Benefits		170,188
	Operating		3,791,908
	Capital		-
	Total		4,411,596

170100	Facilities Maintenance		
	Personnel		472,151
	Fringe Benefits		182,768
	Operating		1,665,079
	Capital		-
	Total		2,319,998

DEPARTMENT OF BUDGET, FINANCE AND REVENUE COLLECTIONS

171000	City Hall		
	Personnel		-
	Fringe Benefits		-
	Operating		216,197
	Capital		-
	Total		216,197

DEPARTMENT OF HUMAN RESOURCES

171100	Mailroom		
	Personnel		24,626
	Fringe Benefits		12,973
	Operating		15,455
	Capital		-
	Total		53,054

DEPARTMENT OF BUDGET, FINANCE AND REVENUE COLLECTIONS

171300	116 Meeting Street		
	Personnel		-
	Fringe Benefits		-
	Operating		56,650
	Capital		-
	Total		56,650

171310	Gaillard Complex		
	Personnel		-
	Fringe Benefits		-
	Operating	684,894	
	Capital	11,100	
	Total	695,994	

DEPARTMENT OF BUDGET, FINANCE AND REVENUE COLLECTIONS

171500	Gallery at Waterfront Park		
	Personnel		-
	Fringe Benefits		-
	Operating	70,156	
	Capital	-	
	Total	70,156	

171600	Lockwood Municipal Building		
	Personnel		-
	Fringe Benefits		-
	Operating	263,661	
	Capital	-	
	Total	263,661	

171700	50 Broad Street		
	Personnel		-
	Fringe Benefits		-
	Operating	22,160	
	Capital	-	
	Total	22,160	

NON-DEPARTMENTAL

180000	Pensions		
	Personnel		-
	Fringe Benefits	572,653	
	Operating	-	
	Capital	-	
	Total	572,653	

181000	Employee Benefits		
	Personnel		-
	Fringe Benefits	3,665,536	
	Operating	11,000	
	Capital	-	
	Total	3,676,536	

182000	General Insurance		
	Personnel		-
	Fringe Benefits		-
	Operating	2,380,027	
	Capital	-	
	Total	2,380,027	

900000	Non-Departmental	
	Personnel	(1,661,424)
	Fringe Benefits	65,000
	Operating	2,181,444
	Capital	-
	Total	585,020
	Total General Government - General Fund	34,446,368

PUBLIC SAFETY

POLICE DEPARTMENT

200000	Police	
	Personnel	29,587,331
	Fringe Benefits	11,161,705
	Operating	5,697,432
	Capital	130,000
	Total	46,576,468
203000	Police Radio Shop	
	Personnel	227,734
	Fringe Benefits	85,689
	Operating	572,744
	Capital	-
	Total	886,167
206000	Community Outreach	
	Transfer Out	1,500
	Personnel	-
	Fringe Benefits	-
	Operating	85,960
	Capital	-
	Total	87,460
207000	Victims Assistance	
	Personnel	111,891
	Fringe Benefits	46,485
	Operating	33,425
	Capital	-
	Total	191,801

FIRE DEPARTMENT

210000	Fire	
	Personnel	19,234,705
	Fringe Benefits	7,109,237
	Operating	2,884,455
	Capital	199,060
	Total	29,427,457
211000	Fire Department Training	
	Personnel	488,060
	Fringe Benefits	166,355
	Operating	573,547
	Capital	30,000
	Total	1,257,962

213000	Fire Marshal's Office		
	Personnel		677,352
	Fringe Benefits		238,596
	Operating		73,995
	Capital		-
	Total		989,943

DEPARTMENT OF PUBLIC SERVICE

220000	Engineering		
	Personnel		401,432
	Fringe Benefits		152,548
	Operating		51,050
	Capital		-
	Total		605,030

221000	Inspections		
	Personnel		1,056,422
	Fringe Benefits		395,839
	Operating		80,542
	Capital		-
	Total		1,532,803

DEPARTMENT OF LIVABILITY AND TOURISM

225000	Livability		
	Personnel		608,180
	Fringe Benefits		250,197
	Operating		108,030
	Capital		-
	Total		966,407

DEPARTMENT OF TRAFFIC AND TRANSPORTATION

230000	Traffic and Transportation		
	Personnel		1,014,851
	Fringe Benefits		395,719
	Operating		1,380,513
	Capital		38,952
	Total		2,830,035

DEPARTMENT OF INFORMATION TECHNOLOGY

235000	Public Safety Information Technology		
	Personnel		-
	Fringe Benefits		-
	Operating		1,544,698
	Capital		88,400
	Total		1,633,098

	Total Public Safety - General Fund		86,984,631
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PUBLIC SERVICE**DEPARTMENT OF PUBLIC SERVICE**

300000	Public Service Administration	
	Personnel	336,431
	Fringe Benefits	99,256
	Operating	31,950
	Capital	-
	Total	467,637
311000	Streets and Sidewalks Administration	
	Personnel	179,192
	Fringe Benefits	67,954
	Operating	507,200
	Capital	-
	Total	754,346
312000	Streets and Sidewalks	
	Personnel	957,709
	Fringe Benefits	448,909
	Operating	236,988
	Capital	-
	Total	1,643,606
321000	Environmental Services Administration	
	Personnel	312,065
	Fringe Benefits	118,616
	Operating	171,300
	Capital	-
	Total	601,981
322000	Garbage Collection	
	Personnel	1,480,982
	Fringe Benefits	633,783
	Operating	1,836,507
	Capital	-
	Total	3,951,272
323000	Trash Collection	
	Personnel	1,128,970
	Fringe Benefits	474,931
	Operating	158,150
	Capital	-
	Total	1,762,051
324000	Street Sweeping	
	Personnel	692,099
	Fringe Benefits	363,753
	Operating	37,086
	Capital	-
	Total	1,092,938

POLICE DEPARTMENT

331000	Fleet Management	
	Personnel	762,545
	Fringe Benefits	321,231
	Operating	2,448,752
	Capital	36,300
	Total	3,568,828

Total Public Service - General Fund 13,842,659

URBAN AND COMMUNITY DEVELOPMENT

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

410000	Housing and Community Development	
	Personnel	547,279
	Fringe Benefits	187,892
	Operating	24,000
	Capital	-
	Total	759,171

DEPARTMENT OF PLANNING, PRESERVATION AND SUSTAINABILITY

415000	Planning, Preservation and Sustainability Admin.	
	Personnel	282,435
	Fringe Benefits	96,577
	Operating	665,261
	Capital	-
	Total	1,044,273
420000	Preservation Division	
	Personnel	677,695
	Fringe Benefits	231,756
	Operating	44,200
	Capital	-
	Total	953,651
421000	Design Division	
	Personnel	109,844
	Fringe Benefits	36,490
	Operating	33,223
	Capital	-
	Total	179,557
430000	Planning and Sustainability	
	Personnel	300,636
	Fringe Benefits	100,200
	Operating	10,500
	Capital	-
	Total	411,336

Total Urban and Community Development - General Fund 3,347,988

CULTURE AND RECREATION**EXECUTIVE DEPARTMENT**

500000	Cultural Affairs		
	Personnel		383,597
	Fringe Benefits		139,102
	Operating		117,808
	Capital		-
510000	Recreation Administration		
	Personnel		207,791
	Fringe Benefits		73,647
	Operating		107,605
	Capital		-
	Total		389,043
511000	Recreation Athletics		
	Personnel		553,870
	Fringe Benefits		179,716
	Operating		-
	Capital		-
	Total		733,586
511200	Youth Sports		
	Personnel		-
	Fringe Benefits		-
	Operating		470,100
	Capital		-
	Total		470,100
511300	Adult Sports		
	Personnel		-
	Fringe Benefits		-
	Operating		53,510
	Capital		-
	Total		53,510
513000	Recreation Programs		
	Personnel		659,954
	Fringe Benefits		173,982
	Operating		207,495
	Capital		-
	Total		1,041,431
513100	Environmental Programs		
	Personnel		-
	Fringe Benefits		-
	Operating		7,155
	Capital		-
	Total		7,155

513300	Playground Programs		
	Personnel		-
	Fringe Benefits		-
	Operating		44,019
	Capital		-
	Total		44,019
513400	Community Programs		
	Personnel		-
	Fringe Benefits		-
	Operating		30,330
	Capital		-
	Total		30,330
515000	Recreation Facilities		
	Personnel		96,161
	Fringe Benefits		27,109
	Operating		2,185
	Capital		-
	Total		125,455
515010	James Island Recreation Center		
	Personnel		256,931
	Fringe Benefits		87,488
	Operating		182,625
	Capital		36,000
	Total		563,044
515020	St. Julian Devine		
	Personnel		137,059
	Fringe Benefits		40,235
	Operating		51,169
	Capital		-
	Total		228,463
515025	Bees Landing Recreation Center		
	Personnel		317,026
	Fringe Benefits		97,912
	Operating		231,540
	Capital		-
	Total		646,478
515030	Arthur Christopher Community Center		
	Personnel		228,651
	Fringe Benefits		74,783
	Operating		153,322
	Capital		-
	Total		456,756

515035	Shaw Community Center		
	Personnel		106,148
	Fringe Benefits		35,664
	Operating		19,860
	Capital		-
	Total		161,672
515040	West Ashley Park		
	Personnel		-
	Fringe Benefits		-
	Operating		43,425
	Capital		-
	Total		43,425
515045	Daniel Island Programs		
	Personnel		122,752
	Fringe Benefits		40,370
	Operating		65,290
	Capital		-
	Total		228,412
516000	Aquatics		
	Personnel		916,043
	Fringe Benefits		310,605
	Operating		274,130
	Capital		-
	Total		1,500,778
516010	WL Stephens Pool		
	Personnel		-
	Fringe Benefits		-
	Operating		1,000
	Capital		-
	Total		1,000
516020	MLK Pool		
	Personnel		-
	Fringe Benefits		-
	Operating		1,000
	Capital		-
	Total		1,000
516030	Herbert Hasell Pool		
	Personnel		-
	Fringe Benefits		-
	Operating		200
	Capital		-
	Total		200
516035	James Island Pool		
	Personnel		-
	Fringe Benefits		-
	Operating		750
	Capital		-
	Total		750

516040	Swim Team		
	Personnel	-	
	Fringe Benefits	-	
	Operating	29,760	
	Capital	-	
	Total	29,760	
517000	Tennis		
	Personnel	496,347	
	Fringe Benefits	146,718	
	Operating	-	
	Capital	-	
	Total	643,065	
517010	Charleston Tennis Center		
	Personnel	-	
	Fringe Benefits	-	
	Operating	153,508	
	Capital	-	
	Total	153,508	
517020	Maybank Tennis Center		
	Personnel	-	
	Fringe Benefits	-	
	Operating	49,791	
	Capital	-	
	Total	49,791	
517030	Inner City Youth Tennis		
	Personnel	-	
	Fringe Benefits	-	
	Operating	2,675	
	Capital	-	
	Total	2,675	
518000	Gymnastics		
	Personnel	196,357	
	Fringe Benefits	63,073	
	Operating	-	
	Capital	-	
	Total	259,430	
518010	Gymnastics Training Center		
	Personnel	-	
	Fringe Benefits	-	
	Operating	22,745	
	Capital	-	
	Total	22,745	

DEPARTMENT OF BUDGET, FINANCE AND REVENUE COLLECTIONS

518550	Maritime Center	
	Personnel	210,579
	Fringe Benefits	98,413
	Operating	264,525
	Capital	-
	Total	573,517

DEPARTMENT OF PARKS

520000	Capital Projects	
	Personnel	530,093
	Fringe Benefits	162,018
	Operating	548,878
	Capital	-
	Total	1,240,989
521000	Parks Administration	
	Personnel	808,167
	Fringe Benefits	281,203
	Operating	187,665
	Capital	-
	Total	1,277,035
522000	Grounds Maintenance	
	Personnel	3,071,715
	Fringe Benefits	1,353,978
	Operating	1,636,949
	Capital	34,100
	Total	6,096,742
523000	Construction	
	Personnel	450,337
	Fringe Benefits	190,501
	Operating	242,614
	Capital	-
	Total	883,452
526000	Parks Maintenance Projects	
	Personnel	-
	Fringe Benefits	-
	Operating	76,980
	Capital	-
	Total	76,980

DEPARTMENT OF BUDGET, FINANCE AND REVENUE COLLECTIONS

531000	Dock Street Theatre	
	Personnel	313,090
	Fringe Benefits	110,613
	Operating	197,900
	Capital	-
	Total	621,603

Total Culture and Recreation - General Fund **19,298,406**

COMMUNITY PROMOTIONS**DEPARTMENT OF LIVABILITY AND TOURISM**

600000	Tourism		
	Personnel		266,456
	Fringe Benefits		95,057
	Operating		196,390
	Capital		-
	Total		557,903

NON-DEPARTMENTAL

620000	Community Promotions		
	Personnel		-
	Fringe Benefits		-
	Operating		194,850
	Capital		-
	Total		194,850
	Total Community Promotions - General Fund		752,753

HEALTH AND WELFARE**EXECUTIVE DEPARTMENT**

700000	Public Information		
	Personnel		187,680
	Fringe Benefits		61,572
	Operating		17,430
	Capital		-
	Total		266,682
701000	Mayor's Office for Children, Youth, and Families		
	Personnel		141,034
	Fringe Benefits		51,776
	Operating		21,750
	Capital		-
	Total		214,560

NON-DEPARTMENTAL

710000	Assistance Programs		
	Personnel		-
	Fringe Benefits		-
	Operating		436,500
	Capital		-
	Total		436,500
	Total Health and Welfare - General Fund		917,742

BUSINESS DEVELOPMENT AND ASSISTANCE**EXECUTIVE DEPARTMENT**

810000	Technology Business Development	
	Personnel	152,000
	Fringe Benefits	46,399
	Operating	352,525
	Capital	-
	Total	550,924

DEPARTMENT OF PLANNING, PRESERVATION AND SUSTAINABILITY

820000	Business and Neighborhood Services	
	Personnel	206,058
	Fringe Benefits	73,295
	Operating	6,000
	Capital	-
	Total	285,353

EXECUTIVE DEPARTMENT

153000	Youth Programs	
	Personnel	102,246
	Fringe Benefits	21,301
	Operating	11,766
	Capital	-
	Total	135,313

Total Business Development and Assist. - General Fund **971,590**

OTHER

920010	Capital Leases	
	Personnel	-
	Fringe Benefits	-
	Operating	4,887,514
	Capital	-
	Total	4,887,514
920131	Bond, GO 2014 Ref 4.375M GF	
	Personnel	-
	Fringe Benefits	-
	Operating	804,325
	Capital	-
	Total	804,325
920150	Bond, GO 2010 Series B 17.1M	
	Personnel	-
	Fringe Benefits	-
	Operating	1,624,188
	Capital	-
	Total	1,624,188

920160	Bond, GO 2014 22M		
	Personnel		-
	Fringe Benefits		-
	Operating		2,137,125
	Capital		-
	Total		2,137,125
	Total Other - General Fund		9,453,152

TRANSFERS OUT

932000	General Fund Transfers Out		
	Transfers Out		879,612
	Personnel		-
	Fringe Benefits		-
	Operating		-
	Capital		-
	Total		879,612
	Total Transfers Out - General Fund		879,612
TOTAL GENERAL FUND APPROPRIATION:			170,894,901

ENTERPRISE FUNDS

DEPARTMENT OF BUDGET, FINANCE AND REVENUE COLLECTIONS

020010	Old Slave Mart Museum		
	Personnel		104,135
	Fringe Benefits		39,362
	Operating		74,356
	Capital		-
	Total		217,853
021010	City Market		
	Personnel		-
	Fringe Benefits		-
	Operating		1,599,145
	Capital		60,000
	Total		1,659,145
021920	Bond, Revenue 2010 2.1M CM		
	Personnel		-
	Fringe Benefits		-
	Operating		185,255
	Capital		-
	Total		185,255
021930	Bond, Revenue 2010A 3.4M CM		
	Personnel		-
	Fringe Benefits		-
	Operating		317,635
	Capital		-
	Total		317,635

022005	Parking Management Services	
	Personnel	1,024,575
	Fringe Benefits	503,672
	Operating	169,839
	Capital	-
	Total	1,698,086
022010	Parking Tickets Revenue Collections	
	Personnel	218,822
	Fringe Benefits	109,150
	Operating	181,338
	Capital	-
	Total	509,310
022016	Parking Facilities Administration-ABM	
	Transfer Out	283,992
	Personnel	-
	Fringe Benefits	-
	Operating	9,805,323
	Capital	4,576,821
	Total	14,666,136
022035	Parking Lot - B.A.M.	
	Personnel	-
	Fringe Benefits	-
	Operating	3,750
	Capital	-
	Total	3,750
DEPARTMENT OF TRAFFIC AND TRANSPORTATION		
022045	Parking Meters	
	Personnel	184,008
	Fringe Benefits	74,105
	Operating	453,193
	Capital	-
	Total	711,306
DEPARTMENT OF BUDGET, FINANCE AND REVENUE COLLECTIONS		
022075	Parking Garage - Cumberland Street	
	Personnel	-
	Fringe Benefits	-
	Operating	270,000
	Capital	-
	Total	270,000
NON-DEPARTMENTAL		
022940	Bond SCE&G Revenue 1997 16.6M	
	Personnel	-
	Fringe Benefits	-
	Operating	1,224,904
	Capital	-
	Total	1,224,904

022942	Bond, GO 2009 18.1M		
	Personnel		-
	Fringe Benefits		-
	Operating		915,750
	Capital		-
	Total		915,750
022943	Bond, GO 2016 \$12.715M Ref		
	Personnel		-
	Fringe Benefits		-
	Operating		341,944
	Capital		-
	Total		341,944
022956	Bond, IPRB 26.27M 2015-A PK		
	Personnel		-
	Fringe Benefits		-
	Operating		231,904
	Capital		-
	Total		231,904
022957	Bond, IPRB 5M 2015-B PK		
	Personnel		-
	Fringe Benefits		-
	Operating		1,514,333
	Capital		-
	Total		1,514,333
DEPARTMENT OF PARKS			
023010	JPR, Jr. Ballpark		
	Transfer Out		40,317
	Personnel		56,818
	Fringe Benefits		20,678
	Operating		886,792
	Capital		-
	Total		1,004,605
DEPARTMENT OF BUDGET, FINANCE AND REVENUE COLLECTIONS			
024010	Angel Oak		
	Personnel		76,383
	Fringe Benefits		24,436
	Operating		137,650
	Capital		-
	Total		238,469
027010	Charleston Visitor Center		
	Transfer Out		9,256
	Personnel		449,626
	Fringe Benefits		211,100
	Operating		424,306
	Capital		55,000
	Total		1,149,288

DEPARTMENT OF RECREATION

028010	Municipal Golf Course	
	Transfer Out	397
	Personnel	733,243
	Fringe Benefits	313,016
	Operating	839,056
	Capital	-
	Total	1,885,712

TOTAL ENTERPRISE FUND APPROPRIATION: 28,745,385

TOTAL APPROPRIATION: 199,640,286

Section 2. The above mentioned appropriations shall be expended according to Sections 2-269 and 2-270 of the Code of the City of Charleston and schedules approved by the Committee on Ways and Means. When it becomes necessary to make a transfer within any department, miscellaneous appropriation above or operating transfers between funds, such transfers shall be made only upon the approval of the Chief Financial Officer or Deputy Chief Financial Officer provided, however, that they shall refer transfers in excess of \$40,000 to the Ways and Means Committee for authorization. Encumbrances are considered reappropriated in the ensuing year and are inclusive in the overall budget for the ensuing year.

Section 3. The above appropriations are on a basis of twelve (12) months, and are effective as of January 1, 2017, but said appropriations for salaries and operations are subject to cancellation or amendment by City Council as any emergency may make necessary.

Section 4. The Mayor is hereby empowered in any emergency and for increased efficiency in administration of government or in the event of any vacancies in any department or division, to transfer any individual or individuals on the payroll from one department or division to another, and any funds from one department, division or administrative function to another.

Section 5. The Chief Financial Officer is hereby authorized to refer for final approval any proposed expenditures for salaries or supplies submitted by any department, board, or commission to the Mayor or the Committee on Ways and Means if, in his judgment such referral is advisable.

Section 6. That the Emergency Fund shall be allocated by the Mayor, the Chief Financial Officer or the Deputy Chief Financial Officer for improvements, adjustments and emergencies provided, however, that allocations in excess of \$40,000 shall be referred to the Committee on Ways and Means for authorization.

Section 7. That if any section, item or portion of this ordinance shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining sections, items and portions hereof, which shall remain in full force and effect.

Section 8. All Ordinances and parts of Ordinances in conflict with this Ordinance shall be, and the same hereby are repealed only so far as they are in conflict herewith.

Section 9. This Ordinance shall take effect as of January 1, 2017.

Ratified in City Council this 20th day of December, in the Year of Our Lord, 2016, and in the 241st Year of the Independence of the United States of America.

ATTEST:

John J. Tecklenburg., Mayor

Vanessa Turner-Maybank, Clerk of Council

COMMITTEE / COUNCIL AGENDA

8.)

TO: John J. Tecklenburg, Mayor
FROM: Amy Wharton, CFO DEPT. BFRC
SUBJECT: YEAR 2017 GENERAL FUND & ENTERPRISE FUNDS REVENUE BUDGET
REQUEST: Request approval & forward to Council for First Reading
COMMITTEE OF COUNCIL: W&M DATE: December 6, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

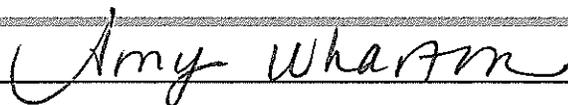
	Yes	N/A	Signature	Attachment
Legal Dept.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes no N/A

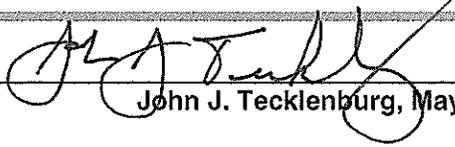
If yes, provide the source of funds

Balance in Expenditure Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s). Requires positive action on 12/6 (and second and third readings on 12/20) to avoid a special session of Council prior to 12/31/16.

CFO Signature: 

FISCAL IMPACT:

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (THROUGH CFO/BUDGET DIRECTOR) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE AGENDA MEETING.



Ratification
Number: 2016- _____

AN ORDINANCE

To raise funds for the fiscal year ending December 31, 2017 and to meet the appropriation of \$199,640,286 authorized by ordinance 2016-_____ ratified 20th day of December, 2016.

Be it ordained by the Mayor and Council members of Charleston, in the City Council assembled.

Section 1. The revenues of the City government applicable to the financing of the appropriations have been estimated and fixed as shown in the following items:

GENERAL FUND:

Item 1.	Property Taxes	\$ 89,668,870
	Less Local Option Sales Tax Credit	\$ (17,850,600)
	Total	\$ 71,818,270
Item 2.	Licenses	\$ 32,211,026
Item 3.	Sales and User Charges	\$ 436,900
Item 4.	Permits and Fees	\$ 5,302,324
Item 5.	Rents and Concessions	\$ 1,669,970
Item 6.	Fines and Forfeitures	\$ 500,000
Item 7.	Penalties and Costs	\$ 741,700
Item 8.	State of South Carolina	\$ 22,410,326
Item 9.	Recreational Facilities	\$ 1,583,912
Item 10.	Franchise Tax	\$ 14,845,800
Item 11.	Commissioners of Public Works	\$ 1,095,000
Item 12.	Miscellaneous Income	\$ 1,236,444
Item 13.	Interest Income	\$ 150,000
Item 14.	Federal Programs	\$ 203,610
	Total General Fund	\$ 154,205,282
	Total General Fund - Transfers In	\$ 9,020,964
	Total General Fund - Other Financing Sources	\$ 1,083,226
	Total General Fund Revenues and Financing Sources	\$ 164,309,472

ENTERPRISE FUNDS:

Item 15.	Angel Oak	\$ 243,600
Item 16.	Charleston Visitor Center	\$ 1,149,288
Item 17.	City Market	\$ 2,314,750
Item 18.	Joseph P. Riley, Jr. Ball Park	\$ 859,500
Item 19.	Municipal Golf Course	\$ 1,745,500
Item 20.	Parking Facilities	\$ 28,660,176
Item 21.	Old Slave Mart Museum	\$ 358,000
	Total Enterprise Funds Revenue	\$ 35,330,814

Total Revenues & Other Financing Sources \$ 199,640,286

Total To Be Appropriated \$ 199,640,286

Section 2. That for the purpose of providing the sum of \$71,818,270 for the General Fund operations, set forth in Item 1 above, a tax of 78.1 mills hereby is levied upon every dollar of value of all real and personal property in the City of Charleston to be appropriated for several purposes indicated in the annual Appropriations Ordinance and for the purpose of providing funds for drainage improvements hereby is levied a tax of four (4) mills upon every dollar of value of all real and personal property in the City of Charleston, and for the purpose of providing funds for public safety capital expenditures hereby is levied a tax of one and one-half (1.5) mill upon every dollar of value of all real and personal property in the City of Charleston.

Section 3. That for the purpose of deriving the revenue estimated in Item 10 above, there is levied a fee on all amounts received by any person, firm, or corporation from the sale of electric energy used within the corporate limits of the City of Charleston, except electric energy paid for by the City Council of Charleston, and also a fee on all amounts received by any person, firm or corporation from the sale of natural or manufactured gas used within the corporate limits of the City of Charleston, except gas paid for by the City Council of Charleston, to be paid as other fees herein of the City of Charleston are paid, and to be calculated on the amounts received from the first of January of the previous year through the thirty-first of December of the previous year, which fees shall be in addition to all other taxes and assessments. The total fee shall be five percent (5%) of the retail electric and gas revenues.

Section 4. All taxes hereby levied shall be paid on or before January 15, 2017.

Section 5. That for non-payment of taxes on real estate and other personal property (not motor vehicles) hereby levied in the manner and form hereinabove set out, penalties and costs shall be added and imposed as follows:

January 16, 2017 through February 1, 2017, three percent (3%) plus cost.

February 2, 2017 through March 15, 2017, in addition to the three percent (3%) herein specified, an additional seven percent (7%) plus cost.

After March 16, 2017, in addition to the three percent (3%) and seven (7%) herein specified, an additional five percent (5%) until paid, plus all costs of levy, collections, seizure and sale.

Provided, however, that this shall in no way be construed to extend the time for payments of taxes as hereinabove set forth, and the Officers of the City of Charleston, the County of Charleston or Berkeley County are authorized to proceed with the collection and enforcement by levy, sale or otherwise at any time subsequent to the said first day of February, 2017.

Section 6. The Sheriff of Charleston County or Berkeley County shall determine the date to sell all real property upon which taxes levied under this ordinance are unpaid; provided, however, nothing herein contained shall prevent the sale upon a subsequent date of real property not sold on the above mentioned date because of error, mistake, oversight or other cause.

Section 7. That the taxes herein levied shall constitute a specific lien on the property taxed paramount to all other liens, except those for State and County taxes, from the time the liability for said taxes shall have accrued for the full term of ten (10) years after the said taxes shall have been due and payable.

Section 8. That all funds collected under the authority of this ordinance, except as herein directed, are to be held, used and expended for expenses incurred and to be incurred for the fiscal year 2017 and all such expenses, including those represented by the issuance of tax anticipation notes shall be first paid and shall constitute a first lien upon all such funds, and also upon all to the above levy so far as may be necessary to meet the payment of the said tax anticipation notes for expenses incurred in the fiscal year 2017.

Section 9. That all the above items are to be paid as herein set forth so far as may be necessary and subject to the provisions of Section 8 of this ordinance, but any balances in any of the above items not used or specifically set aside for use, shall revert to the General Fund.

Section 10. That if any sections, item or portion of this ordinance shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining sections, items and portion hereof, which shall remain in full force and effect.

Section 11. This ordinance shall take effect January 1, 2017.

Ratified in City Council this 20th day of December, in the Year of Our Lord, 2016, and in the 241st Year of the Independence of the United States of America.

ATTEST:

John J. Tecklenburg, Mayor

Vanessa Turner-Maybank, Clerk of Council

CPR COMMITTEE and/or COUNCIL AGENDA

9.)

TO: John J. Tecklenburg, Mayor
 FROM: Matt Compton / Matt Frohlich DEPT. Parks – Capital Projects
 SUBJECT: WEST ASHLEY GATEWAY – WEST ASHLEY BIKEWAY CONNECTOR MULTI-USE TRAIL TRANSPORTATION ALTERNATIVES PROGRAM GRANT APPLICATION

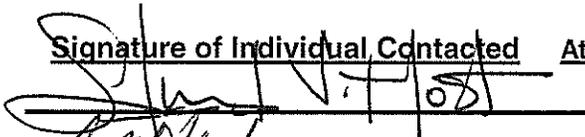
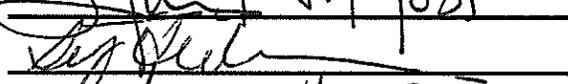
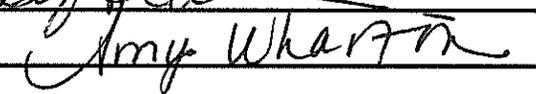
REQUEST: Approval of a Transportation Alternatives Program Grant Application for the West Ashley Gateway – West Ashley Bikeway Connector Multi-Use Trail.

The proposed project is a grade-separated multi-use trail on the east side of Wappoo Road, connecting the West Ashley Greenway with the West Ashley Bikeway. If approved, the grant will provide \$362,785.00 in funding requiring a match of \$90,696.00 (\$453,482.00 total). Funding would be administered through the SCDOT's "Local Public Agency" process using the approved Project Administrator in the Department of Parks.

This project would include the design and permitting services required to competitively bid the project, construction of the project and inspection services during construction. Depending upon the award and LPA process, funding could be available sometime after the 2nd quarter of 2017. The project would require 24-36 months to complete.

COMMITTEE OF COUNCIL: Ways & Means DATE: December 6, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Capital Projects Director	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

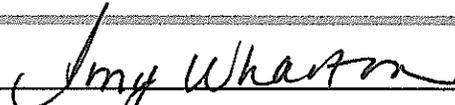
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept/Div N/A Acct # N/A

Balance in Account N/A Amount needed for this item N/A

Project Number N/A

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: There is no fiscal impact for this action. An approval of the grant application will only allow the Parks Department to submit the document to CHATS Metropolitan Planning Organization. However, the fiscal impact will occur if the grant application is approved for award.

Mayor's Signature: 
 John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.



John J. Tecklenburg
Mayor

City of Charleston
South Carolina
Capital Projects

Edmund Most
Director

Memorandum

TO: John J. Tecklenburg
FROM: Matthew M. Compton, 
Special Projects Administrator
DATE: November 21, 2016

**RE: Transportation Alternatives Program (TAP) Application - FY 2014-2015-2016
West Ashley Greenway – West Ashley Bikeway Connector**

The Transportation Alternatives Program (TAP) is administered through the Berkeley Charleston Dorchester Council of Governments (BCD COG). TAP is a Federally-funded program routed through the SCDOT to the BCD COG, with projects in the BCD jurisdiction competing for limited funds. Selected recipients will receive and manage the funds through the SCDOT's Local Public Agency program.

Notice of the TAP program was distributed via email on 9/27/2016, with applications due on 11/01/2016. Due to Hurricane Matthew, the submittal date was postponed until 11/07/16. Even with the delayed due date, it was not feasible to compile the package and process it through the City's standard approval process prior to submitting the application to BCD COG. This application is being submitted for approval as after-the-fact.

Staff from multiple departments met to consider the possible projects on 10/19/2016 (also postponed due to the storm). After considering several options, the WA Greenway – WA Bikeway Connector was selected as the best candidate to match the TAP requirements. This connection has been considered an important component of the overall shared-use trail system with the city, having been identified in prior public planning processes and reinforced during the recent 'DuWap' community planning process. The overall project cost fit within the typical TAP range, and matching funds could be extracted from the existing Greenway improvements project should the project be selected for award. We approached Charleston County regarding the project, and have secured their support of the application. Due to the limited time allowed for the application, the County was unable to commit to participating in the matching funding but did not rule it out should we want to make a request at a later date.

If selected for award, the TAP funds would provide 80% of the estimated cost for design and construction of the shared-use path on the east side of Wappoo Drive, between the WA Greenway and WA Bikeway. The remaining 20% would be the City's matching funds. Selection will be determined in 1Q17, and should this project be selected a funding agreement would be presented to Council in 2Q17. Depending on the LPA process, design and permitting would be able to proceed by late in the 3Q17 and require approximately 9 months to complete, after which the improvements can be constructed. The overall project will require an estimated 24 – 36 months to complete within the LPA process.

Please let me know if additional information regarding the grant schedule, project selection, and / or TAP application package is desired. Thank you.

cc: Jason Kronsberg, Director
Department of Parks
Edmund Most



**Berkeley Charleston Dorchester
Council of Governments**

**TRANSPORTATION
ALTERNATIVES PROGRAM
2014 - 2015 – 2016**

**Application
City of Charleston
WEST ASHLEY GREENWAY –
WEST ASHLEY BIKEWAY
CONNECTOR**

November 08, 2016

CHATS Metropolitan Planning Organization
TRANSPORTATION ALTERNATIVES PROGRAM
APPLICATION 2014-2015-2016

APPLICANT INFORMATION

DUNS: 077990786 DATE: November 08, 2016

APPLICANT: City of Charleston

ADDRESS: 823 Meeting Street PHONE: 843-973-7210

CITY: Charleston STATE: SC ZIP: 29403

CONTACT PERSON: Matt Compton TITLE: Special Projects Administrator

PROJECT INFORMATION

NAME OF PROJECT: West Ashley Greenway – West Ashley Bikeway Connector

BRIEF PROJECT DESCRIPTION: Grade-separated multi-use trail along the eastern side of Wappoo Rd. from the Greenway crossing to the western terminus of the Bikeway. The usable trail will vary from 8.0' minimum to 10' to fit within available right-of-way. Project includes curb and gutter installation along Wappoo, conversion of approx. 850 LF of open swales to piped drainage, modifications to the curb alignment at the SE corner of Wappoo Road and Savannah Hwy., and related signs and markings.

PROJECT LOCATION: Wappoo Drive (S-26) between Harrison Avenue (S-313) and 1st Drive (Local)

LENGTH & TERMINI (IF APPLICABLE): Approx. 1,100 feet beginning at the intersection of the W. Ashley Greenway trail facility and ending at the western terminus of the W. Ashley Bikeway trail facility.

COUNTY: Charleston County (10) HOUSE DISTRICT: 111 & 119

SENATE DISTRICT: 41 & 42 CONGRESSIONAL DISTRICT: 01

PROJECT CATEGORY

- Provisions of facilities for pedestrians
- Provisions of facilities for bicycles

I. ELIGIBILITY DEMONSTRATION (1 page):

Please explain, in a brief executive summary, what the project consists of and how it relates to project category you selected. The summary must address whether the project meets the requirements outlined with the FAST Act and whether it conforms to the Americans with Disabilities Act.

The WA Greenway – WA Bikeway Connector project will link two existing multi-use trail facilities to improve the overall functionality of both. This connection will allow these established 'Rail-to-Trail' projects to better serve the needs of the community. Long contemplated as an important linkage, this connection was formally identified in the 'WA Greenway Masterplan2009'. In the April, 2016 'Dupont / Wappoo Community Plan' developed in conjunction with Charleston County, this connection is shown as the highest priority on the bike and pedestrian plan.

Constructed in 1984, the Bikeway is a 2.6-mile paved trail from Wappoo Road to the Higgins Pier on the Ashley River. This trail serves 49 neighborhoods, with approximately 13,415 citizens within 0.75-miles of the trail. Originally constructed as an unimproved trail facility in 1986, the Greenway is an 8.5-mile trail extending from Albemarle Road to Main Road, generally parallel to Savannah Hwy. Approximately 3.4-miles have been improved to date, with another 3.4-miles of improvements funded and in permitting at this time. Construction should be complete by June, 2017. More importantly, the critical connection from the eastern end of the Greenway over the Ashley River to peninsular Charleston has been funded through the Charleston County ½-Cent Sales Tax.

This project will utilize the shoulder area within the existing right-of-way of Wappoo Road to construct a grade-separated multi-use trail. Due to the limited width, a curb and gutter will be installed at the existing edge of pavement with the new trail immediately behind the curb. We anticipate a 10'-wide trail for the majority of the project, and an 8'-wide minimum width if necessary to stay within the existing R/W limits. At the two side street crossings, ADA-compliant ramps will transition to crosswalks with appropriate signs and markings. We are proposing a reduction in the curb radius at the SE corner of Wappoo Rd. and Savannah Hwy. to allow for an improved trail alignment and minimum width for the trail facility. This existing traffic control signals at this crossing would be upgraded to include pedestrian crossing signals.

All aspects of this project are consistent with the FAST Act requirements for eligible projects, and the improvements will be constructed to meet or exceed ADA requirements.

II. PROJECT DESCRIPTION (1-2 pages):

Please expand and explain the project in more detail. Describe all of the work needed to complete the proposed project. Please explain whether the applicant intends to perform the administration and management functions of the project as a SCDOT approved Local Public Agency (LPA), to contract with a SCDOT approved LPA, or if the applicant intends for SCDOT to manage the project. Please specify if the jurisdiction is not currently an LPA and identify who will be managing the project.

The proposed project area is fully within rights-of-way that belong to the SCDOT and within the corporate limits of the City of Charleston. All work will be subject to the permitting and construction requirements of both agencies, with deference to the SCDOT should there be a conflict between standards. In addition, the work will be permitted as required through other agencies.

Our intent is to manage the project through the LPA process utilizing the approved Project Administrator at the City of Charleston, Department of Parks. Following the LPA process, we will seek professional services to conduct a survey, prepare an engineering design, and secure the necessary permits. This will include the stormwater design required to convert the open swales into a piped conveyance. Any public meetings required to meet NEPA requirements will be arranged through and managed by the Planning Department.

Upon receipt of the necessary SCDOT approvals, the project will be competitively bid and awarded to the lowest responsive bidder. This award will follow the LPA process. The first phases of the work will include the installation of temporary traffic control devices, tree protection and erosion / sediment controls. Demolition and limited tree removals will precede the construction of the new stormwater system. It is anticipated that inlets will be required along the curb and behind the new trail facility to maintain the drainage flow from the adjacent properties. At this time, we do not anticipate needing any permanent drainage encroachments onto the adjacent properties, but narrow temporary work areas may be required.

Immediately following the drainage installation, the existing edge of pavement will be cut as required to all the new concrete curb and gutter to be installed. When the new concrete has adequately cured, the road edge will be patched and the subgrade established and compacted. Any utility conflicts (i.e. hydrant relocations) will also be addressed at this time. New driveways will be installed as required (one commercial, three residential), and the new multi-use trail will be installed. The back shoulder of the trail will be fine-graded and grassed to meet the drainage requirements and restore the adjacent properties to pre-existing conditions. Any required buffer and/or tree mitigation plantings will also be installed at this time.

After the trail facility is in place, the required permanent signs and markings will be installed. This includes the crosswalks at the two side street crossings and the larger crosswalk across Savannah Hwy. Pedestrian crossing signals will be installed prior to the completion of the work. After final inspections are complete, the traffic control materials will be removed and the facility dedicated.

III. PROJECT COSTS (1-2 pages):

Itemize all anticipated and estimate project elements and costs. Please list items, detail descriptions, quantities, unit prices, amounts, etc. for the project. Ensure costs shown are accurate and sufficient to satisfactorily complete all work anticipated in accordance with federal requirements. Please address whether the project is current in the CHATS Transportation Improvement Program (TIP) with previously committed funding. If yes, please provide the project name and provide the funding amounts within the TIP. All budget item costs for project administration and management to adequately accomplish the work must be included. These expenses are to include engineering, inspection, and testing in accordance with state and federal requirements. Please specify the methodology used to derive the estimated costs (internal staff, consultant, etc.) as well. Application estimates must include a 10% contingency fee for the project.

The project is not currently part of the CHATS Transportation Improvement Program.

The cost estimate below was developed by City of Charleston staff using information available from GIS data.

Wappoo Road Multi-Use Trail - W.A. Greenway to W.A. Bikeway connector						
Conceptual cost estimate						
11/7/2016						
City of Charleston / Department of Parks						
	Item	Qty	Unit	Unit Price	Extended	Notes
General						
1	Mobilization	1	Ea	\$ 15,000	\$ 15,000	
2	Traffic safety	45	Days	\$ 400	\$ 18,000	Barrels, flashers, impact attenuators, etc.
3	Erosion control	1	Allow	\$ 10,000	\$ 10,000	Includes maintenance. Methodology TBD.
4	Demolition / clearing	1	Allow	\$ 15,000	\$ 15,000	Curb, sidewalk, driveway aprons. Limited tree removal
5	Permanent signage	1	LS	\$ 3,500	\$ 3,500	Package TBD
Stormwater improvements						
6	36" RCP	230	LF	\$ 65	\$ 14,950	Size assumed. Actual TBD
7	24" RCP	610	LF	\$ 50	\$ 30,500	Size to be determined
8	Type 16 inlets	6	Ea	\$ 5,000	\$ 30,000	Assumed qty. along new curb
9	Drop inlets behind R/W	4	Ea	\$ 4,000	\$ 16,000	Assumed qty. for inlets behind new trail.
10	Fill over pipe	560	CY	\$ 15	\$ 8,400	Assumes 5' width, 3' depth along new pipe.
Path improvements -south of Savannah Hwy						
11	Clear shoulder area	889	SY	\$ 5	\$ 4,444	From EOP to ditch, assumed 10' width.
12	Sawcut pavement	970	LF	\$ 2	\$ 1,455	Machine-formed
13	Prepare curb subgrade	108	SY	\$ 15	\$ 1,617	Excavate, place & compact base at 3' width
14	18" concrete curb & gutter	970	LF	\$ 17	\$ 16,490	Machine-formed
15	Patch asphalt	970	LF	\$ 2	\$ 1,455	Min. 6" width, full depth.
16	Prepare path subgrade	1011	SY	\$ 8	\$ 8,089	Assumes avg 0.5' fill required.
17	10' concrete sidewalk, 4" thick	8100	SF	\$ 6	\$ 48,600	Broom finished, jointed at centerline & 10' o.c.
18	Driveway crossings, 6" thick	1500	SF	\$ 9	\$ 13,500	Thickened driveways.
19	ADA compliant ramps	5	Ea	\$ 1,500	\$ 7,500	Additional cost for ramps, detectable pavers, etc
20	Pavement markings	1	Allow	\$ 7,500	\$ 7,500	Thermoply crosswalks
Path improvements -north of Savannah Hwy						
21	Remove ex. asphalt	720	SF	\$ 2	\$ 1,440	Ex. curb to remain in radius. Remove asphalt & base
22	Curb modifications at ramp	1	Allow	\$ 5,000	\$ 5,000	Change curb ramp to accommodate connection
23	8' concrete sidewalk, 4" thick	720	SF	\$ 6	\$ 4,320	Excavate, place & compact base at 3' width
24	Pavement marking across US17	1	Allow	\$ 3,500	\$ 3,500	Thermoply crosswalks
25	Pedestrian crossing signals	1	Allow	\$ 25,000	\$ 25,000	Push-button. Includes installation & modifications.
Utility modifications						
26	Relocate fire hydrant	1	Ea	\$ 3,500	\$ 3,500	Relocated behind new path
Landscape						
27	Fine grade / grass back slopes	4850	SF	\$ 1.00	\$ 4,850	Hand-grade & hydroseed
28	Mitigation trees	12	EA	\$ 750	\$ 9,000	Locations TBD. Assumes 3" caliper, watered 6 months
				Subtotal	\$ 328,610	
				20% Cost Factor	\$ 65,722	
					\$ 394,332	
				17% Design / permit / CE&I fee	\$ 59,150	
TOTAL ESTIMATE COST OF PROJECT					\$ 453,482	
				TAP funding (80%)	\$ 362,785	
				CITY funding (20%)	\$ 90,696	

FUNDS REQUESTED, LOCAL MATCH AND SOURCE

LINE 1 – Total project cost	\$ 453,482 _____
LINE 2 – Federal Funds requested by applicant (80% of line 1)	\$ 362,785 _____
LINE 3 - Local match (20% of line 1)	\$ 90,696 _____

<u>LIST SOURCES</u>	<u>AMOUNT</u>
A - <u>City of Charleston Capital allocation for W.A. Greenway improvements</u>	\$ 90,696 _____
B - _____	\$ _____
C - _____	\$ _____

IV. LOCAL SUPPORT:

Describe local support for the proposal. Attach letters from donors or sponsors committing non-federal share of project costs, commitment, or support from sponsors, local government officials, and regional organizations.

In April, 2016 the City of Charleston partnered with Charleston County to conduct the community meetings that led to the development of the 'Dupont / Wappoo Community Plan'. This meeting confirmed the support for this project initially identified in the 'West Ashley Greenway Masterplan 2009'. See the attached letter of support from Charleston County.

During the development of plans for this project, public meetings will be held as needed to address any concerns and identify opportunities for improvement.

V. PROPERTY OWNERSHIP:

Identify ownership of ALL property involved in the project. If additional property must be acquired to complete the project, identify ownership and value of property, either purchased or donated:

(NOTE: For all projects on SCDOT rights-of-way, include with your application either a copy of the approved SCDOT Encroachment Permit or a letter from your SCDOT County Maintenance Office or SCDOT District Office indicating your project appears feasible in concept with specific details to be worked out in an Encroachment Permit.)

All work is anticipated to take place within the existing SCDOT rights-of-way. A letter confirming the feasibility of the concept has been requested.

VI. PROJECT MAINTENANCE & MANAGEMENT PLANS (½ page) :

Describe maintenance and management of the project, including the expected source of funds to support activities:

Routine daily maintenance will be addressed by the City of Charleston Department of Parks personnel and/or contractors, with assistance as needed from other City departments.

Maintenance funding will be allocated through the appropriate departmental budgets:

- Traffic & Transportation – signs;
- Public Service – drainage system maintenance;
- Parks – maintenance of trail facility.

Large repairs will be funded through the City’s capital funding process. These budgets are approved annually by the Mayor and City Council.

VII. STATUS OF CURRENT TRANSPORTATION ALTERNATIVE PROEJCTS (1 page):

Please list the current active Transportation Alternative projects that exist in your jurisdiction. List the people who are in charge and all of their contact information. What is the status of each project? Is each project fully funded. Please provide a current schedule showing the status and expected completion dates in Appendix C.

The City of Charleston has three active TAP-funded projects. The LPA Project Administrator on all TAP projects is Matt Compton, Special Projects Administrator.

- West Ashley Greenway Extension Phase IV (LPA-07-15) project is in permitting and plan approval. The project is adequately funded. Improvements funded by this project will extend the paved trail approximately 1.1-miles from Stinson Drive to Parkdale Drive.
 - o Project Manager: Matt Compton, RLA
- Glenn McConnell Parkway Multi-Use Path project is approved. The LPA Participation Agreement will be developed following the “Field Review & Scope Development” meeting recently rescheduled to 11/15/16 due to Hurricane Matthew.
 - o Project Manager: Nate Yokoyama, PE
- St. Thomas Island Drive / Thomas Island Drive Multi-Use Path project is approved. The LPA Participation Agreement will be developed following the “Field Review & Scope Development” meeting recently rescheduled to 11/15/16 due to Hurricane Matthew.
 - o Project Manager: Nate Yokoyama, PE

Contact information:

Matthew M. Compton, RLA
Special Projects Administrator

Nathan A. Yokoyama, PE
Senior Construction Project Manager

City of Charleston
Department of Parks
Capital Projects Division
823 Meeting Street
Charleston, SC 29403

City of Charleston
Department of Parks
Capital Projects Division
823 Meeting Street
Charleston, SC 29403

comptonm@charleston-sc.gov
843-973-7210

yokoyaman@charleston-sc.gov
843-973-7239

VIII. ENVIRONMENT ASSESSMENT (1 page):

*Please describe any environmental impacts that may be within the scope of the project. Attach any previously prepared environmental documentation to this application in **Appendix C.** If no previously approved environmental documentation is available, the applicant must complete necessary studies if any, and have them approved prior to project implementation. This requirement does not apply if the application is for planning or feasibility studies only. Indicate below any impact the project is expected to cause.*

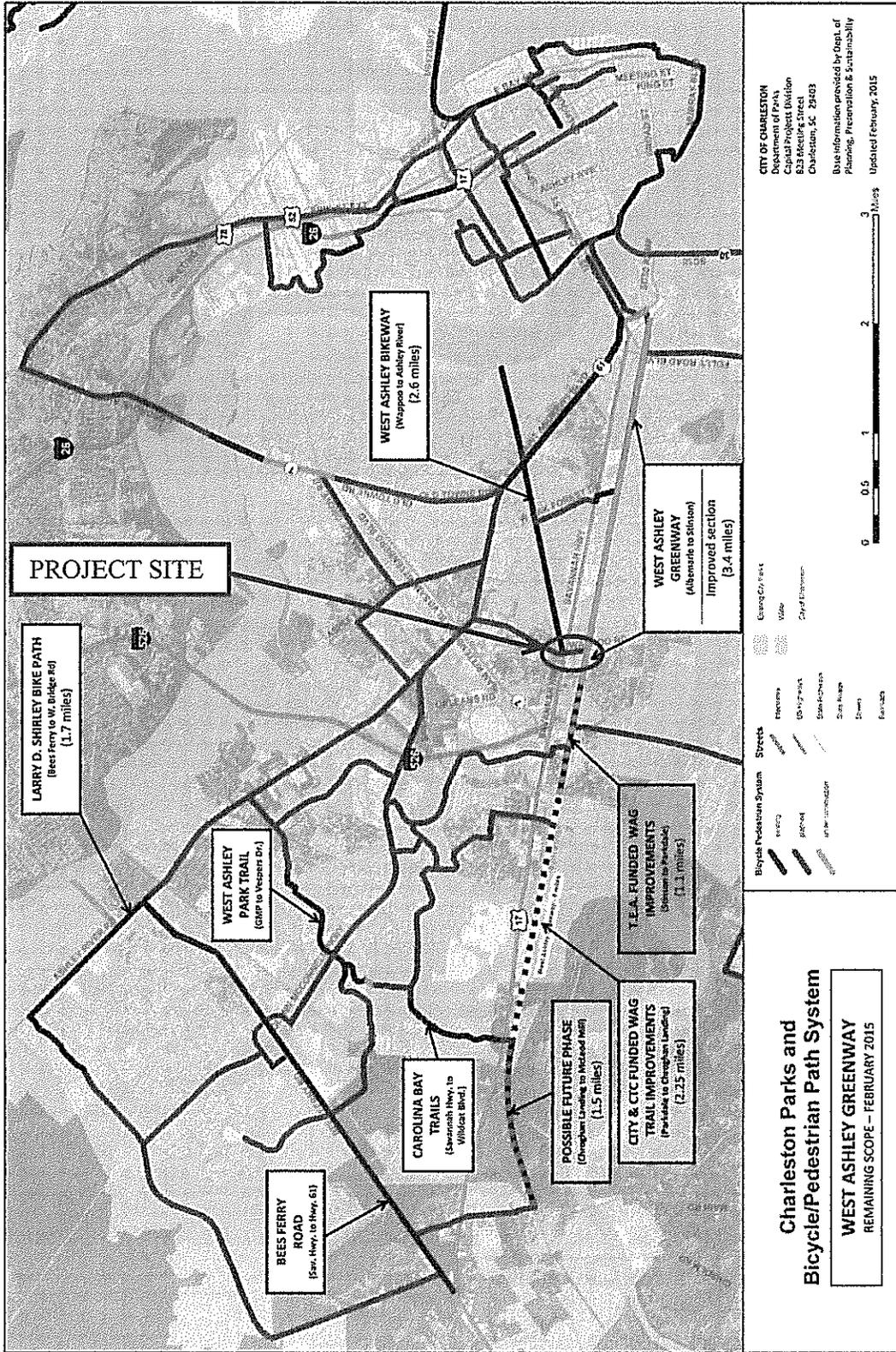
<u>IMPACT</u>	<u>YES</u>	<u>NO</u>
Displacement of residences or business	<input type="radio"/>	<input checked="" type="radio"/>
Disruption of neighborhoods.....	<input type="radio"/>	<input checked="" type="radio"/>
Impacts agricultural or recreational lands.....	<input type="radio"/>	<input checked="" type="radio"/>
Impacts historical/archaeological sites	<input type="radio"/>	<input checked="" type="radio"/>
Impacts wetlands, streams/lakes, floodplains	<input type="radio"/>	<input checked="" type="radio"/>
Within coastal zone	<input checked="" type="radio"/>	<input type="radio"/>
Endangered species	<input type="radio"/>	<input checked="" type="radio"/>
Air/water quality	<input type="radio"/>	<input checked="" type="radio"/>
Noise.....	<input type="radio"/>	<input checked="" type="radio"/>
Hazardous waste site.....	<input type="radio"/>	<input checked="" type="radio"/>

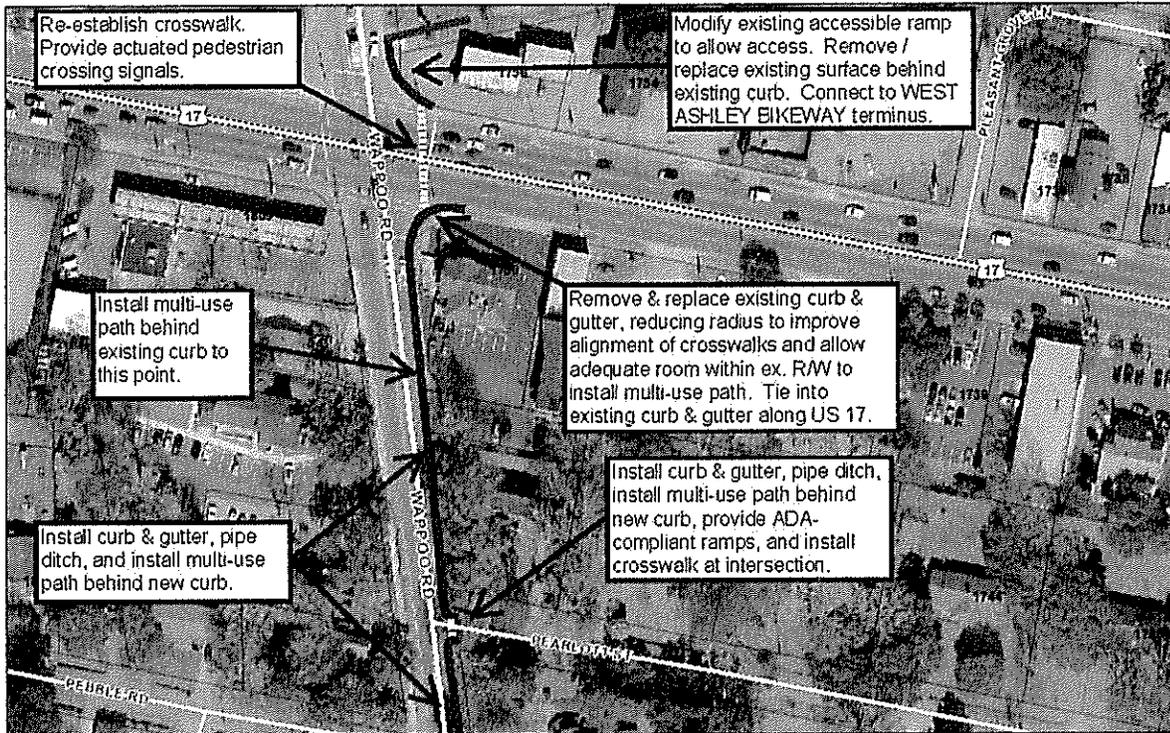
Any county, state, and/or federal permits required will have to be secured by the applicant prior to contract signing. These may include Army Corps of Engineers, Office of Coastal Resource Management, Coast Guard, Federal Energy Regulatory Commission, County Sediment and Erosion Control and Stormwater Management Ordinance, or State Budget and Control Board.

Comments:

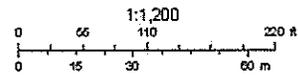
This project will be permitted in compliance with SCDOT and City requirements, which will include stormwater permitting in conjunction with the SCDHEC-OCRM. We do not anticipate any permitting challenges.

IX. MAPS, PLANS, & PHOTOGRAPHS (4 pages):
 Please attach any maps, photographs, or site plans of the project area.

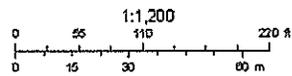


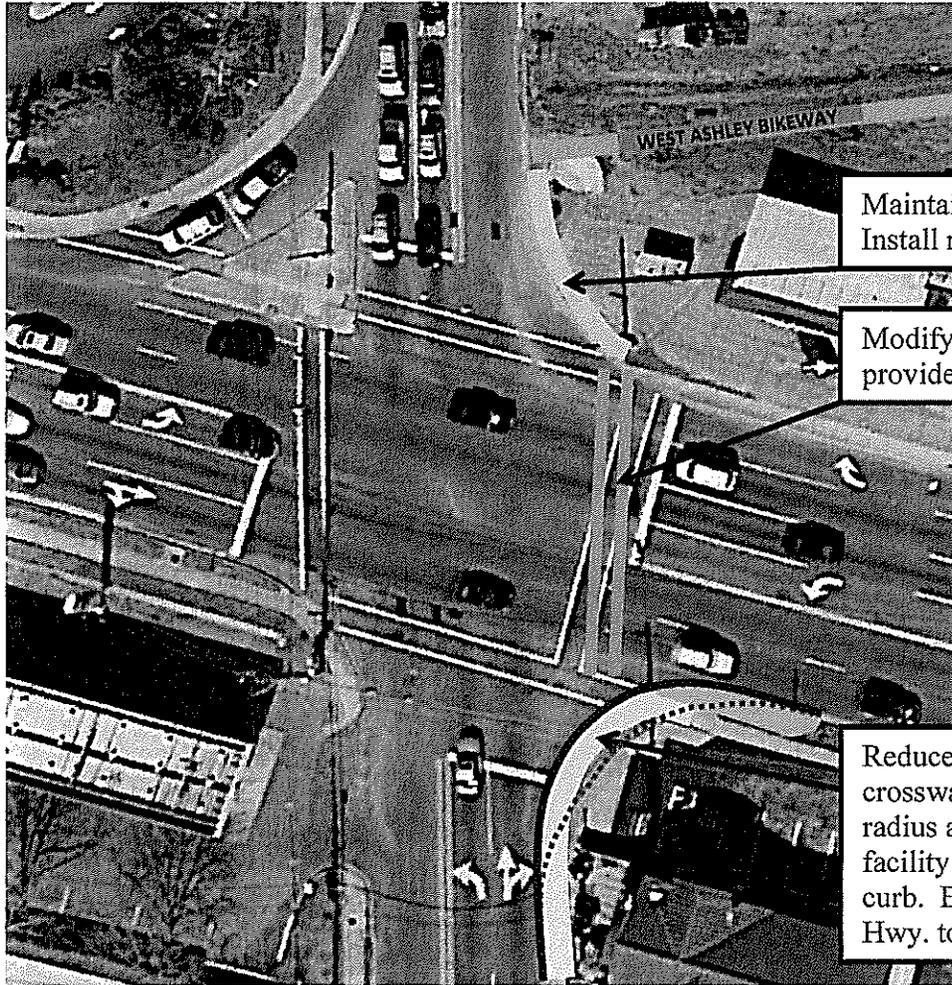


WA Greenway - WA Bikeway Connector
 Conceptual Layout
 City of Charleston 1 of 2



WA Greenway - WA Bikeway Connector
 Conceptual Layout
 City of Charleston 2 of 2



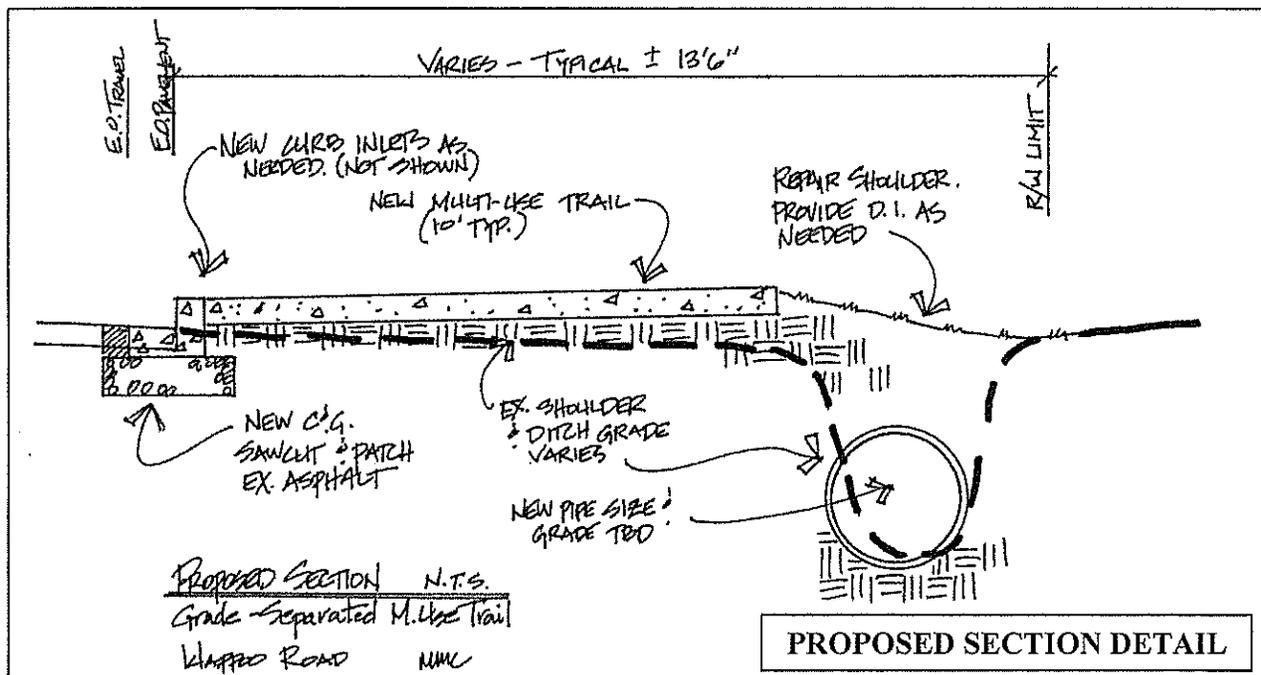


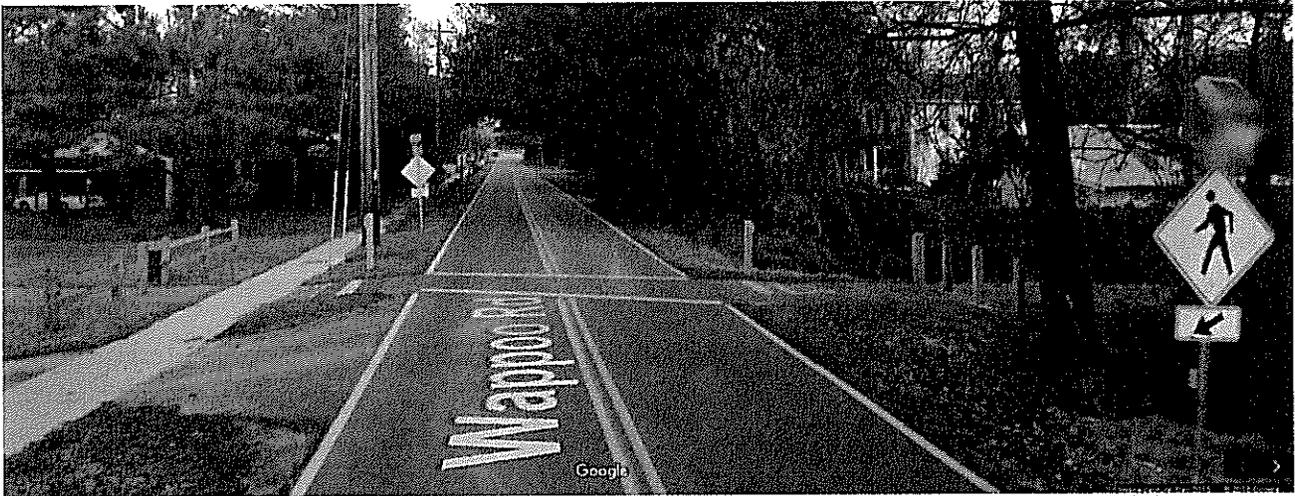
Maintain existing curb & gutter.
Install new trail behind curb.

Modify alignment of crosswalk to
provide corner-to-corner connection.

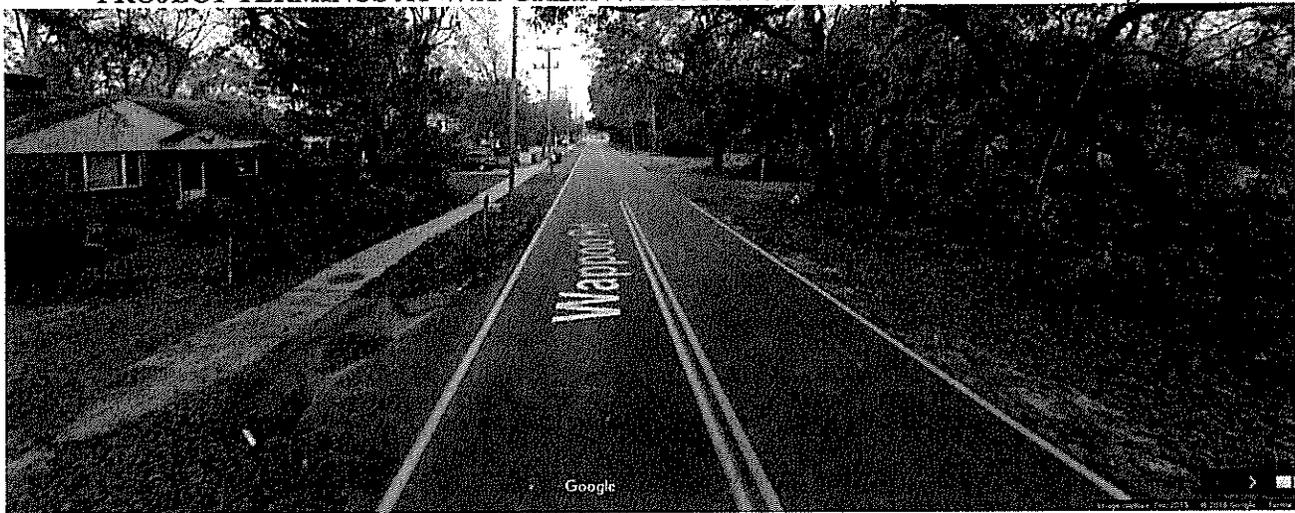
Reduce curb radius to allow for better
crosswalk alignment. Proposed new
radius approximately 37'. New trail
facility on Wappoo Rd. to be behind
curb. Existing S/W on Savannah
Hwy. to be extended at current width.

Enlarged view of intersection of Wappoo Road and Savannah Highway. *Not to Scale.*

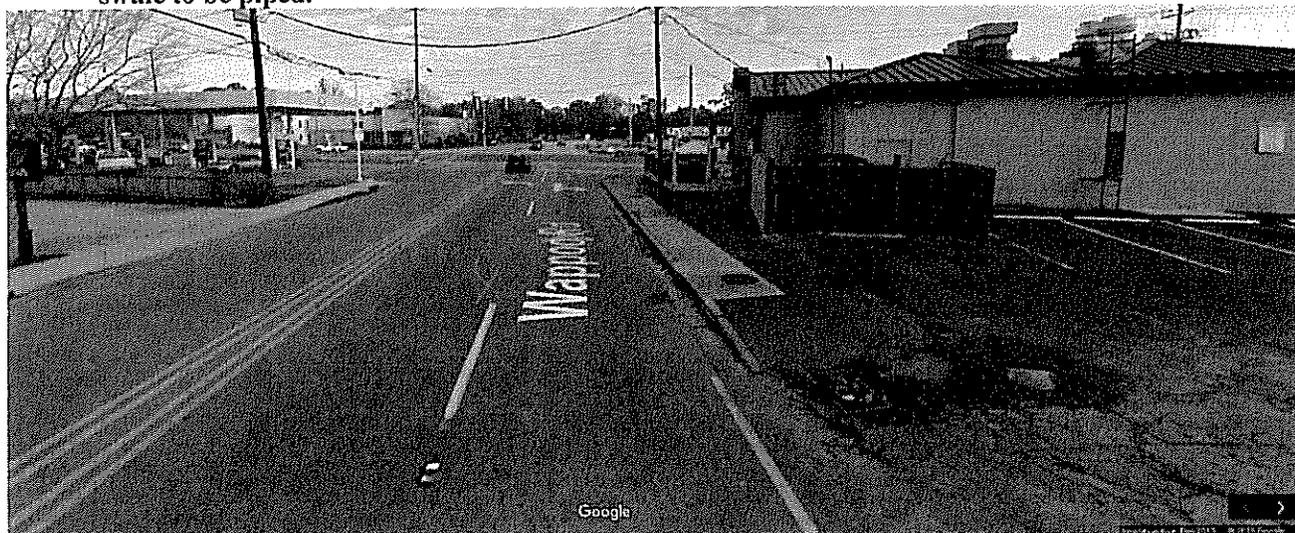




PROJECT TERMINUS AT W.A. GREENWAY. New trail facility to be located on right.



TYPICAL EXISTING CONDITION. New curb & gutter to be installed at EOP. Existing open swale to be piped.



APPROACHING INTERSECTION AT SAVANNAH HWY. Existing curb & stormwater to be incorporated into project to fullest extent possible.

X. CERTIFICATION

The undersigned has authority to sign on behalf of the applicant and certifies that the applicant has legal authority to enter into contract to implement this project and that all information provided is complete and accurate to their best knowledge.

Amy K. Wharton
PRINTED NAME

Amy K. Wharton 11/8/16
SIGNATURE DATE

CFD
TITLE

843-579-7596
PHONE NO.

Mail or deliver **ORIGINAL, TEN (10) HARD COPIES**, and a **DIGITAL COPY** of application to:

Ryan McClure
TRANSPORTATION ALTERNATIVES
BCD Council of Governments
1362 McMillan Ave., Suite 100
North Charleston, South Carolina 29405

Appendix A
Letters of Support



Joel H. Evans, PLA, AICP
Zoning/Planning Director

843.202.7200
Fax: 843.202.7218
Joannie Hamilton III Public Services Building
4045 Bridge View Drive
North Charleston, SC 29405

November 7, 2016

The Honorable John Tecklenburg., Mayor
Executive Office
80 Broad Street
Charleston, SC 29401

Re: City of Charleston Transportation Alternatives Program Application

Dear Mayor Tecklenburg:

We are pleased to support the City of Charleston in their efforts to connect the West Ashley Greenway and Bikeway. This connection is one of the recommendations included in the DuPont-Wappoo Community Plan, which is a joint County/City area plan that is overwhelmingly supported by the community and was recently adopted by both jurisdictions. This project would provide a critical connection within a regional non-motorized transportation network that serves a multitude of neighborhoods under multiple governmental jurisdictions, address safety issues, provide alternative routes to schools and services, and be incorporated into proposed redevelopment and revitalization plans that the City and County have worked on as part of an economic development plan for West Ashley. The completion of this connection would be a major step forward in implementing the Plan and would show the community how committed the City and County are to accomplishing the Plan recommendations and achieving the goals of the community.

Sincerely,

Joel H. Evans, PLA, AICP, Director
Charleston County Zoning/Planning Dept.

cc: Jennifer Miller, Deputy County Administrator
Andrea Pielras, AICP, Deputy Director, Charleston County Zoning/Planning Dept.
File

Appendix B
Property Ownership / SCDOT Feasibility letter

Insert letter from SCDOT here

Appendix C
Current TAP project schedules

SCHEDULE OF CURRENT TRANSPORTATION ALTERNATIVE PROJECTS

West Ashley Greenway Extension Phase IV (Stinson Drive to Parkdale Drive)

- 4Q16: Complete permitting and plan review.
- 1Q17: SCDOT approval of bid package. Advertise for bids.
- 2Q17: SCDOT approval of low bidder. Contract to City Council for approval. Begin construction.
- 3Q17: Construction of improvements.
- 4Q17: Project close-out.

Glenn McConnell Parkway Multi-Use Trail

- 4Q16: "Field Review & Scope Development" meeting and Project Agreement development.
- 1Q17: Obtain approvals of Project Agreement. Begin consultant selection process.
- 2Q17: SCDOT consultant selection concurrence. Contract to City Council for approval.
- 3Q17: Begin design and permitting process.
- 4Q17: Continue design and permitting process.
- 1Q18: Finalize design and permitting process.
- 2Q18: SCDOT approval of bid package. Advertise for bids.
- 3Q18: SCDOT approval of low bidder. Contract to City Council for approval. Begin construction.
- 4Q18: Construction of improvements.
- 1Q19: Construction of improvements. Project close-out process.

St. Thomas Island Drive / Daniel Island Drive Multi-Use Trail

- 4Q16: "Field Review & Scope Development" meeting and Project Agreement development.
- 1Q17: Obtain approvals of Project Agreement. Begin consultant selection process.
- 2Q17: SCDOT consultant selection concurrence. Contract to City Council for approval.
- 3Q17: Begin design and permitting process.
- 4Q17: Continue design and permitting process.
- 1Q18: Finalize design and permitting process.
- 2Q18: SCDOT approval of bid package. Advertise for bids.
- 3Q18: SCDOT approval of low bidder. Contract to City Council for approval. Begin construction.
- 4Q18: Construction of improvements.
- 1Q19: Construction of improvements. Project close-out process.

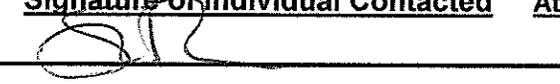
COMMITTEE / COUNCIL AGENDA

10.)

TO: John J. Tecklenburg, Mayor
FROM: Steve Ruemelin DEPT. Police Department
SUBJECT: STATE PLAN OF OPERATIONS AGREEMENT WITH STATE OF SOUTH CAROLINA
REQUEST: APPROVE AGREEMENT AND ADDENDUM REGARDING TRANSFER OF
EXCESS DEPARTMENT OF DEFENSE PROPERTY FOR USE BY THE POLICE
DEPARTMENT

COMMITTEE OF COUNCIL: _____ DATE: _____

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

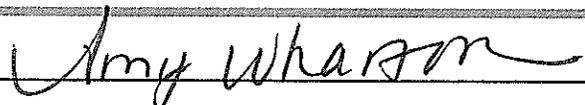
	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Chief of Police	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Director Cultural Affairs	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Director of Procurement	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

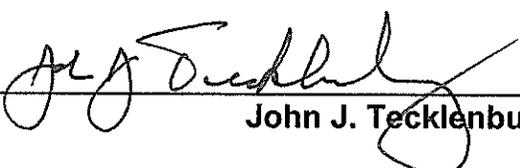
If yes, provide the following: Dept./Div: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

STATE PLAN OF OPERATIONS

BETWEEN THE STATE OF

South Carolina

AND THE

**CITY OF CHARLESTON
POLICE DEPARTMENT**

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of South Carolina and the City of Charleston Police Department, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to State Law Enforcement Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug / counter-terrorism or border security activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA) in determining whether property is suitable for use by agencies in Law Enforcement Activities (LEAs). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is also known as the "1033 Program" or the "LESO Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

III. GENERAL TERMS AND CONDITIONS

A. OPERATIONAL AUTHORITY

The Governor of the State of South Carolina has designated in writing with an effective date of 2/24/2016 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program is provided by The Department of Administration, Division of General Services, Surplus Property Office.

The provided funding is used to support assistance to the LEAs with customer service to include computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of South Carolina is as follows:

State Coordinator (SC): Thomas W. Hornsby III, CPM

State Point of Contact (SPOC): Joe K. Corley

State Point of Contact (SPOC): _____

State Point of Contact (SPOC): _____

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 1441 Boston Avenue, West Columbia, SC 29170

EMAIL / Contact Phone Numbers: Thomas.Hornsby@admin.sc.gov or Joe.Corley@admin.sc.gov

Fax Number: 803-896-6899

Hours of Operation: M-F 8:00am to 4:30pm

B. The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for law enforcement activities, if any, which will be transferred to the City of Charleston Police Department.

C. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

D. The City of Charleston Police Department understands that property made available under this agreement is for the use of authorized program participants only. Property may not be obtained for any individual, organization, or agency that has not been approved as a participant in the LESO Program. All requests for property must be based on bona fide law enforcement requirements. Property will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan.

E. Controlled property (equipment) includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q; and property, regardless of demilitarization code, that was specifically identified in the Law Enforcement Equipment Working Group Report from May 2015, created pursuant to Executive Order 13688 (EO). The Working Group Report mandates that the following items be treated as controlled property:

- 1) Manned Aircraft, fixed or rotary wing
- 2) Unmanned Aerial Vehicles
- 3) Wheeled Armored Vehicles
- 4) Wheeled Tactical Vehicles
- 5) Command and Control Vehicles

- 6) Specialized Firearms and Ammunition Under .50 Cal (excluded firearms and ammunition for service-issued weapons)
- 7) Explosives and Pyrotechnics
- 8) Breaching apparatus
- 9) Riot Batons
- 10) Riot Helmets
- 11) Riot Shields

F. LEAs that request items in Paragraph E above must provide all required information outlined in the Law Enforcement Equipment Working Group Report and all information on the LESO request form. Among other specific requirements identified in these documents, LEAs will be required to certify and submit:

- 1) A detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve;
- 2) Evidence of approval or concurrence by the LEA's civilian governing body (city council, mayor, etc.);
- 3) The LEA's policies and protocols on deployment of this type of property;
- 4) Certifications on required training for use of this type of property; and
- 5) Information on whether the LEA has applied, or has pending an application, for this type of property from another Federal agency.

G. The City of Charleston Police Department must maintain and enforce regulations designed to impose adequate security measures for controlled property to mitigate the risk of loss or theft.

H. Under no circumstances will controlled property be sold or otherwise transferred to non-U.S. persons, or exported. All transfers must be approved by the State and DLA Disposition Services LESO.

I. Cannibalization requests for controlled property must be submitted in writing to the State, with final approval by the LESO. The LESO will consider cannibalization requests on a case-by-case basis.

J. The LESO conditionally transfers all excess DOD property to States / LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the LESO in perpetuity and will not be relinquished to the LEAs. When the LEA no longer has legitimate law enforcement uses for controlled property, the LEA must notify the State, who will then notify the LESO, and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the LESO Program at any time.

K. Property with a DEMIL Code of "A" is also conditionally transferred to the LEA. However, after one year from the Ship Date, the LESO will relinquish ownership and title to the LEA. Prior

to this date, the State and LEA remains responsible for the accountability and physical control of the item(s) and the LESO retains the right to recall the property. Title will not be relinquished to any property with DEMIL Code of "A" that is controlled property identified in Paragraph III E.

- 1) Property with DEMIL Code of "A" will automatically be placed in an archived status on the LEAs property book upon meeting the one year mark.
- 2) Once archived, the property is no longer subject to annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
- 3) Ownership and title of DEMIL "A" items that have been archived will pass automatically from the LESO to the LEA when they are archived at the one year mark (from Ship Date) without issuance of any further documentation.
- 4) LEAs receive title and ownership of DEMIL "A" items as governmental entities. Title and ownership of DEMIL "A" property does not pass from DOD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of DEMIL "A" property after the one year mark in a manner inconsistent with State or local law may constitute grounds to deny future participation in the LESO Program.

L. The LEAs are not authorized to transfer controlled property or DEMIL Code "A" property carried on their inventory without LESO notification and approval. Property will not physically move until the State and LESO approval process is complete.

IV. ENROLLMENT

A. An LEA must have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.

B. The State shall:

- 1) Implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA the State signs.
- 2) Receive and process applications for participation from LEAs currently enrolled and those LEAs that wish to participate in the LESO Program.
- 3) Receive and recommend approval or disapprove LEA applications for participation in the LESO Program. The State Coordinators have sole discretion to disapprove LEA applications on behalf of the Governor of their State. The

LESO should be notified of any applications disapproved at the State Coordinator level. The State Coordinator will only forward and recommend certified LEAs to

the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval / disapproval authority for all LEA applications forwarded by State Coordinators.

- 4) Ensure LEAs enrolled in the LESO Program update the LEAs account information annually (accomplished during the FY Annual Inventory in the Federal Excess Property Management Information System [FEPMIS]).
- 5) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview must be done within thirty (30) days and include, verbatim, the information contained in Paragraph III E of this SPO.
- 6) Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 7) Ensure that at least one person per LEA maintains access to the FEPMIS. Account holders must be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals and the DLA MOA, each State and participating LEA within is required to conduct an annual inventory certification of controlled property, which includes DEMIL "A" for one (1) year from Ship Date. Annual inventories start on October 1 of each year and end January 31 of each year.

B. The State shall:

- 1) Receive, validate, and reconcile incoming certified inventories from the LEAs.
- 2) Ensure LEAs provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.
- 3) Suspend the LEA as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

- 1) Complete the annual physical inventory as required.
- 2) Provide serial numbers and photos identified in the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items, as required. For

equipment that does not contain serial number, such as riot control or breaching equipment, a photograph will suffice.

- 3) Certify the accountability of all controlled property received through the LESO Program annually by conducting and certifying the physical inventory. The LEA must adhere to additional annual certification requirements as identified by the LESO.
 - a. The State and the LESO requires each LEA to submit certified inventories for their Agency by January 31 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA four (4) months to physically inventory LESO Program property in their possession and submit their certified inventories to the State Coordinators.
 - (1) The LESO requires a front or side and data plate photo for Aircraft and Tactical Vehicles that are serial number controlled, received through the LESO Program.
 - (2) The LESO requires serial number photos for each small arm received through the LESO Program.
 - b. The LEAs failure to submit the certified annual inventory by January 31 may result in the agency being suspended from operations within the LESO Program. Further failure to submit the certified annual inventory may result in a LEA termination.
- 4) Be aware that High Profile Commodities (Aircraft, Tactical Vehicles and Small Arms) and High Awareness (controlled) property are subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a Program Compliance Review (PCR) for each State that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to require an annual PCR, or similar inspection on a more frequent basis for any State. The LESO PCRs are performed in order to ensure that State Coordinators, SPOCs and all LEAs within a State are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA signed by the State.

- 1) If a State and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within the State and/or LEA.
- 2) If a State and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State and/or LEA.

B. The State shall:

- 1) Support the LESO PCR process by:
 - a. Contacting LEAs selected for the PCR review via phone and/or email to ensure they are aware of the PCR schedule and prepared for review.
 - b. Receiving inventory selection from the LESO. The LEA POCs shall gather the selected items in a centralized location to ensure that the LESO can efficiently inventory the items.
 - c. Providing additional assistance to the LESO as required, prior to and during the course of the PCR.

- 2) Conduct internal Program Compliance Reviews of LEAs participating in the LESO Program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. The State Coordinator must ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his / her State is completed annually. This may result in a random review of all or selected property at the LEA.
 - a. The internal PCR will include, at minimum:
 - (1) A review of each selected LEAs LESO Program files.
 - (2) A review of the signed State Plan of Operation (SPO).
 - (3) A review of the LEA application and screener's letter.
 - (4) A physical inventory of the LESO Program property at each selected LEA.
 - (5) A specific review of each selected LEAs files for the following:
DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), and other pertinent documentation as required.
 - b. The State and/or LEA will bear all expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Services site.

VII. STATE PLAN OF OPERATION (SPO)

A. The State shall:

- 1) Identify, establish, and issue minimum criteria to be included in the SPO for the State and each participating LEA.
- 2) Establish a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instruction and Manuals and the DLA MOA.
 - a. The SPO will include detailed organizational and operational authority including: staffing, budget, facilities, and equipment that the State believes is sufficient to manage the LESO Program within their State.
 - b. The SPO must address procedures for making determinations of LEA eligibility, allocation, and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements, training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.
- 2) Enter into written agreement with each LEA, via the LESO approved State Plan of Operation, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The State Plan of Operation must be signed by the Chief Law Enforcement Official (CLEO), or assigned designee of the respective LEA, and the current State Coordinator.
- 3) Request that the LESO Suspend or Terminate an LEA(s) from the LESO Program when an LEA fails to comply with any term of DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

VIII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. All property Lost, Missing, Stolen, (LMS) damaged, or destroyed carried on a LEA's current inventory must be reported to the LESO.

- 1) Controlled property must be reported to the State and the LESO within twenty-four (24) hours. The aforementioned property may require a police and National Crime Information Center (NCIC) report submitted to the LESO, to include DEMIL "A" items that are considered controlled items in Paragraph III E.
- 2) Property with a DEMIL Code of "A" must be reported to the State and the LESO within seven (7) days.
- 3) All reports are subject to review by the DLA Office of the Inspector General (OIG).

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

IX. AIRCRAFT AND SMALL ARMS

A. All aircraft are considered controlled property, regardless of DEMIL Code. Aircraft may not be sold and must be returned to the LESO at the end of their useful life. This State Plan of Operation ensures that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

B. LEAs no longer requiring small arms issued through the LESO Program must request authorization to transfer or turn-in small arms. Transfers and turn-ins must be forwarded and endorsed by the State Coordinator's office first, and then approved by the LESO. Small Arms will not physically transfer until the approval process is complete.

C. Small Arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he / she has received the appropriate small arm(s) with the correct, specific serial number(s). Small Arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt (ECR); this Custody Receipt obtains the signature of the officer responsible for the small arm.

X. RECORDS MANAGEMENT

The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the property's DEMIL Code. All documents concerning a property record must be retained.

- 1) Property records for items with DEMIL Code of "A" must be retained for two (2) calendar years from ship date, and then may be destroyed.
- 2) Property records for controlled property must be retained for five (5) calendar years or for the life span of the property, whichever is longer.
- 3) Environmental Property records must be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material / Hazardous Waste).
- 4) LESO Program files must be segregated from all other records.
- 5) All property records must be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

XI. LESO PROGRAM ANNUAL TRAINING

A. 10 USC § 380 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each state. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.

B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.

C. The State shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that the LESO conducts.

XII. PROPERTY ALLOCATION

A. The State Shall:

- 1) Provide the LESO website that will afford timely and accurate guidance, information, and links for all LEAs who work, or have an interest in, the LESO Program.
- 2) Upon receipt of a valid State / LEA request for property through the DLA Disposition Services RTD website, a preference will be given to those applications indicating that the transferred property will be used in the counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEAs inventory and justification for property.
- 3) The State and the LESO reserve the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated to an LEA. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:
 - a. Small Arms: one (1) type for each qualified officer, full-time / part-time;
 - b. HMMWVs: one (1) vehicle for every three (3) officers;
 - c. MRAPs: one (1) vehicle per LEA.
- 4) The State and the LESO reserve final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DOD property.

B. The LEA shall:

- 1) Ensure an appropriate justification is submitted when requesting excess DOD property via the LESO Program and will ensure LESO Program property will be used for the law enforcement activity and for law enforcement purposes only within his / her State and agency.
- 2) When requesting property, provide a justification to the State and the LESO on how

the requests for property will be used in counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, the LEA should be fair and equitable when making requisitions based on current LEA inventory and the justification for property. Generally, no more than one of any item per officer will be allocated.

- 3) Ensure screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 4) Obtain access to FEPMIS to ensure the property book is properly maintained, to include but not limited to transfers, turn-ins, and disposal requests and to generate these requests at the LEA level and forward all approvals to the State for action.
- 5) Ensure at least one person per LEA maintains access to FEPMIS. FEPMIS account holders must be employees of the LEA.

XIII. PROGRAM SUSPENSION & TERMINATION

A. The State and LEA are required to abide by the terms and conditions of the DLA MOA in order to maintain active status.

B. The State shall:

- 1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the DLA MOA. Suspension may lead to TERMINATION.
- 2) The State and/or the LESO have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) In coordination with the LESO, issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property, to include the LEAs Corrective Action Plan (CAP).
- 5) Suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of the DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.
 - a. In the event of an LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized State or LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services location.

- b. In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all LESO Program property in their possession.

C. The LEA shall:

- 1) Notify the State Coordinator's office and initiate an investigation into any questionable activity or actions involving LESO property issued to the LEA that comes to the attention of the CLEO, and is otherwise within the authority of the Governor / State to investigate. LEAs must understand that the State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time, and for any reason.
- 2) Understand that the State may suspend LEA(s) and/or LEA POC(s) from within their State, based upon their findings during internal Program Compliance Reviews and/or spot checks at the State level.
- 3) Initiate corrective action to rectify suspensions and/or terminations placed upon the LEA for failure to meet the terms and conditions of the LESO Program.
- 4) Be required to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and the LESO upon receipt.
- 5) Provide documentation to the State and the LESO when actionable items are rectified for the State and/or LEA(s).
- 6) The LEAs Chief Law Enforcement Official must request reinstatement as required, via the State Coordinator or SPOC(s), to full participation status at the conclusion of a suspension period.

XIV. COSTS & FEES

All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program is the sole responsibility of the State and/or LEA.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the State Coordinators office or cognizant DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator

to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
- 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
- 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

The State / LEA is required to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO program. Self-insurance by the State / LEA is considered acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO program. It is recognized that State and local law generally limit or preclude State Coordinators / LEAs from agreeing to open-ended indemnity provisions. However, to the extent permitted by State and local laws, the State / LEA shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State / LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State / LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

XVIII. TERMINATION

A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned State Coordinator and CLEO hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be

grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.



Chief Gregory Mullen

Mayor John J. Tecklenburg

Date

State Coordinator

State Coordinator

Date

ADDENDUM TO
STATE PLAN OF OPERATIONS
BETWEEN THE STATE OF
South Carolina
AND THE
CITY OF CHARLESTON
POLICE DEPARTMENT

This Addendum is attached to and forms part of the agreement set forth in the State Plan of Operations (hereinafter “SPO”) dated _____ between the State of South Carolina and the City of Charleston Police Department by adding the following language to the existing sections referenced in the SPO:

III. General Terms and Conditions

A. The Governor of the State of South Carolina has designated Thomas Hornsby of the Division of General Services of the South Carolina Department of Administration as the Governor’s appointed 1033 State Coordinator for the 1033 Program to implement the 1033 Program statewide as well as to conduct management and oversight of the 1033 Program.

Funding/Budgeting to administer the 1033 Program is provided by the Department of Administration, Division of General Services, Surplus Property Office.

F. All equipment listed in Article III, Section E of the SPO, listed as Executive Order Controlled items (EO 13688), must be requested by LEA using a tactical equipment request form (or other form as required by LESO). This form will be provided to LEA by the 1033 State Coordinator’s office. The form must be completed with all required information outlined in Section F of the SPO and then submitted to the 1033 State Coordinator’s office for approval. Following approval by the 1033 State Coordinator’s office, the request will be submitted by the 1033 State Coordinator’s office to the LESO office of the DLA for final approval or denial of any EO controlled equipment.

H. Absolutely no controlled property may be sold, traded, exchanged, lent, bartered, or given away to any entity, agency, or individual within the United States without the express written approval of the 1033 State Coordinator’s office *and* LESO. There is no circumstance in which controlled property may be sold, traded, exchanged, lent, bartered, or given away to any entity, agency, or individual outside the United States. Non-Controlled DEMIL A items may be disposed of in accordance with LEA policies and procedures but only after the item has

concluded its requisite time on LEA's 1033 inventory and LEA has requested written permission from the 1033 Coordinator's office to dispose of such item(s). *See Article III, Section K* of the SPO.

I. Cannibalization of 1033 equipment to repair other 1033 equipment is permitted subject to the restrictions as set forth herein. Requests to cannibalize any such equipment must be submitted in writing to the 1033 State Coordinator's office. The cannibalization letter must include the following:

1. Request to cannibalize must be on LEA letterhead.
2. Request to cannibalize must be signed by the CLEO, tactical vehicle lead, or aircraft lead, depending upon the proposed type of cannibalization.
3. If donor property is in the possession of LEA, the serial number of the donor property, the 1033 property the LEA desires to cannibalize.
4. The serial number of the recipient equipment (equipment upon which cannibalized parts will be installed).
5. Statement of intended purpose of cannibalization, i.e. to replace bad transmission or swap broken rotor blade.

Before commencement of any cannibalization, LEA must have received written approval from the 1033 State Coordinator's office and LESO.

After cannibalization is complete, LEA must turn-in the cannibalized chassis and any replaced parts within the below timeframe:

1. For a wheeled vehicle: six months from the date of cannibalization;
2. For an aircraft: eighteen months from the date of cannibalization; or
3. For any other equipment other than a wheeled vehicle or aircraft: six months from the date of cannibalization.

Under no circumstance may LEA sell, trade, exchange, loan, barter, or give away cannibalized chassis or replaced parts.

J. Any item recalled from LEA by LESO is to be surrendered at the expense of LEA and in the manner described by LESO at that time.

K. Non-Controlled DEMIL A items (i.e., those items not identified in Paragraph III, Section E of the SPO) ownership will be transferred from the DLA to LEA 12 months following the date the item leaves DLA's possession via a transfer. This transfer of ownership only applies to non-controlled property. Once ownership has been transferred, DLA may not sell, trade, exchange, loan, barter or give away such property for eighteen months without prior written notice to the 1033 State Coordinator's Office. The 1033 State Coordinator's office may audit such property during this eighteen month period. No item received from the DLA by LEA that has a DEMIL

Code of B through Q will ever be owned by LEA. Even in cases of DEMIL A property, the DLA reserves the right, until title of ownership relinquishment, to change any DEMIL codes.

L. No controlled or non-controlled DEMIL A property (those items defined in Paragraph III, Section E of the SPO) can or will be transferred to any other LEA without the written approval of 1033 State Coordinator's office and LESO.

M. LEA is responsible for providing and maintaining a secure place of storage for all property obtained through the 1033 Program. This is to include all general property, vehicles, and weapons.

1. All tactical vehicles are to be stored in a secure location, at a very minimum under a canopy or cover.
2. All armored vehicles, including but not limited to MRAPs (Mine Resistant Ambush Protected) and Armored HMMVWs, are to be housed in a secured location out of visual sight, preferably under cover and out of the elements.
3. If any tactical vehicles have the capability to have their entry doors padlocked, those doors are to be padlocked at all times while the vehicle is in storage.
4. MRAPs are, at LEAs expense, to have the ignition switch/system converted to keyed system or another type of ignition interlock system that removes the military issued quick start toggle switch within [] days of receipt.

CLEO Initial:  _____

IV. Enrollment

C. In the event that LEA is denied application to, suspended from, or terminated from the 1033 Program, LEA may appeal such denial, suspension or termination as set forth below:

1. LEA may submit a written request of reconsideration to the 1033 State Coordinator's office within 30 days of date of such denial, suspension, or termination.
 - A. The written request must be on LEA letterhead and signed by the CLEO.
 - B. The written request must clearly describe LEA's position as to why the denial, suspension, or termination should be overturned.
2. Following receipt of an appeal, the 1033 State Coordinator will schedule a meeting with the 1033 Committee. The 1033 Committee will include:
 - A. The 1033 State Point of Contact;
 - B. A member of the SC State Law Enforcement Division, appointed by the 1033 State Coordinator; and
 - C. An LEA, active in the 1033 Program and appointed by the 1033 State Coordinator, provided that the LEA is not the LEA appealing a decision.

3. The appellant LEA may be present at the meeting of the 1033 Committee.
4. Within five days of the meeting of the 1033 Committee, the 1033 Committee will recommend the 1033 State Coordinator affirm or reverse the original decision. No reversal of the original decision is final without LESO's approval.

D. In addition to complying with all the requirements contained in the SPO, to maintain enrollment in the 1033 Program and retention of 1033 Program property the LEA must:

1. Maintain at least one active account in FAMWEB/FEPMIS (or other LESO tracking system); and
2. Adhere to the guidelines of the dues/property allocation paragraph listed below.

Failure to maintain an active FEPMIS user will result in suspension from the 1033 Program and forfeiture of all allocated 1033 Program property. When the 1033 State Coordinator has determined that an LEA is absent from FEPMIS:

1. Listed POCs on the application will be notified by the 1033 State Coordinator's office that LEA has no active FEPMIS user ("FEPMIS Notice") and will be directed to facilitate maintenance of an active FEPMIS account.
2. If, within 30 days from the date of the FEPMIS Notice, LEA has not established an active FEPMIS account; LEA will be suspended from the 1033 Program and will not be authorized to request any additional items through the 1033 Program. The CLEO will be notified of such suspension in writing.
3. If, within 60 days from the date of the FEPMIS Notice, the LEA has not established an active FEPMIS account, the 1033 State Coordinator's office will notify the CLEO, in writing, of the lack of an active FEPMIS account and the State Coordinator's office will initiate turn-in/transfer of the 1033 Program property in LEA's possession.
4. If the 1033 State Coordinator's office is required to initiate the turn-in/forfeiture process, any costs incurred by the 1033 State Coordinator's office to complete the transfer or turn-in will be paid by LEA.

E. LEA shall pay annual dues to participate in the 1033 Program as set forth below.

Failure to maintain dues, and failure to communicate with the 1033 State Coordinator's office with regard to the cause of such failure, will result in termination from the 1033 Program. All forfeiture costs incurred by the 1033 State Coordinator's office to terminate LEA will be billed to LEA.

F. When LEA is no longer active in the 1033 Program, regardless of whether LEA terminated membership or was suspended or terminated from the 1033 Program, if the value of LEA's 1033 property allocation exceeds \$100,000 at the time of termination or annually thereafter, LEA shall

continue to pay yearly 1033 Program dues at the rates as set forth in this Addendum until such time as LEA has less than \$100,000 of allocated 1033 Property.

CLEO Initial:  _____

V. Annual Inventory Requirements

C. The inventory completion window, as defined by LESO in Article V, Section C, Sub-Section 3a of the SPO, is hereby amended by the 1033 State Coordinator's office to an inventory completion time frame of October 1st to October 31st of each year, starting in calendar year 2017. The 1033 inventory must be completed by LEA within the aforementioned time frame. If the inventory is not completed by LEA as required and no communication as to a cause of non-completion has been sent to the 1033 State Coordinator's office, LEA will be immediately suspended from receiving any additional 1033 property from the 1033 Program, until inventory is certified complete. Upon completion of the inventory, the 1033 State Coordinator's Office may reverse the suspension.

CLEO Initial  _____

VI. Program Compliance Reviews

B (2). The 1033 State Coordinator's office is responsible for conducting a random audit of the 1033 Program property and records of 5% of LEAs participating in the 1033 Program. The 1033 State Coordinator's office reserves the right to make announced or unannounced audits. LEAs shall cooperate with such audits. The 1033 State Coordinator's office will make every effort so that any such inspection does not jeopardize active law enforcement responsibilities or obstruct life safety.

If LEA is found to be in noncompliance of the SPO or this Addendum thereto, the 1033 State Coordinator's office will advise LEA of action required for correction and compliance. The 1033 State Coordinator's office may take punitive action as it determines appropriate. If LEA is suspended or terminated as a result of the aforementioned audit, the LEA may appeal the decision as set forth in Article IV, Section C of this Addendum.

B (2)(b). All expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Services site are the sole responsibility of LEA.

VIII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. LEA must report to the 1033 State Coordinator's office if any 1033 Property assigned to LEA is found to be missing, stolen, or destroyed, regardless of DEMIL category. Such report must be in writing and made within 24 hours of initial realization of incident.

Additionally, if any 1033 firearm assigned to LEA is found missing, stolen, or destroyed, the report to the 1033 State Coordinator's office must be accompanied by a police investigative report and the information relating to the missing, stolen or destroyed weapon must be uploaded into the NCIC Database by the LEA within 24 hours of initial realization of incident. LEA must also notify the BATFE, and SC State Law Enforcement Division within 24 hours of initial realization of incident.

Any missing or stolen weapon will result in a minimum of a 60 day suspension from the 1033 Program.

In all cases, regardless of the circumstance or the investigation of the LEA by any South Carolina agency or authority, LEA acknowledges that DLA and LESO may have the case reviewed by the appropriate Federal investigating agency that the DLA deems appropriate.

Prior to reinstatement in the 1033 Program, a satisfactory line item by line item inventory must be performed by the 1033 State Coordinator's office and any corrective action items resolved to the 1033 State Coordinator's satisfaction. New policies and procedures with backup of implementation must be included in a request to be reinstated. No reinstatement in the 1033 Program is effective without LESO's approval.

IX. AIRCRAFT AND SMALL ARMS

A. All aircraft are deemed to be controlled property and may not be sold, traded, exchanged, lent, bartered or given away to any entity, agency, or individual. To the extent LEA has obtained any aircraft through any federal program preceding the 1033 Program or under rules or procedures preceding this SPO or Addendum thereto, LEA hereby agrees that all such prior rules or programs are null and void as relates to whether the aircraft is deemed controlled property, and the 1033 Program rules shall hereby govern the disposal of all aircraft acquired from the Federal Government.

All weapons, vehicles, and small arms transfers will be initiated in FEPMIS by the 1033 State Coordinator's office.

XII. PROPERTY ALLOCATION

A (3). All 1033 equipment allocation limits not defined in this section are based on allocation of one item for one full time, compensated officer for the time frame that an item is on LEA's property books. In some cases allocation may be based on as needed allocation. In all cases, LESO reserves the right to amend any allocation request.

B. LEA must provide written justification as required by LESO for all property requested for requisition. Such justification must be unique to the item in question.

All justifications for property are made public by LESO on the LESO website and LEAs should acknowledge accordingly.

XIII. PROGRAM SUSPENSION & TERMINATION

A. The 1033 State Coordinator's office is required to abide by the terms of the MOA entered into between the DLA and the State of South Carolina on [date]. LEA agrees to abide by the terms of the SPO and this Addendum. Any failure to comply with the terms of the SPO and/or this Addendum will result in LEA's suspension and/or terminated from the 1033 Program.

D. If LEA is suspended or terminated from the 1033 Program LEA may seek to appeal such suspension or termination as set forth in this Addendum under Article IV, Section C.

E. If the 1033 State Coordinator determines that LES has misused 1033 Program property or has engaged in questionable activity with respect to LEA's control of 1033 Program property, the 1033 State Coordinator may seek an investigation of LEA by the SC Law Enforcement Division.

XV. NOTICES

LESO may amend the SPO at any time. Any LESO changes to the SPO will be forwarded to LEA in writing from the 1033 State Coordinator's office. Regardless of the time frame of communication of such amendments, the LEA is bound to any language changes initiated by LESO upon receipt of such amendment.

XVI. ANTI-DISCRIMINATION

LEA agrees to adhere to all Federal and State laws regarding Anti-Discrimination and prohibitions of discrimination of individuals.

CLEO Initial: _____

A handwritten signature in black ink, appearing to be "S. J. [unclear]", is written over a horizontal line.

XVII. INDEMNIFICATION CLAUSE

LEA agrees to the terms of the indemnification clause outlined in Section XVII of the SPO.

CLEO Initial:  _____

XIV. INSURANCE

LEA shall procure and maintain adequate insurance with insurance authorized to do business in the State of South Carolina covering all acquired 1033 Program property until either i. ownership of such property is transferred from the DLA to LEA; or ii. the turn-in forfeiture process has concluded.

To the extent there is any conflict between this Addendum and the SPO, this Addendum shall control.

IN WITNESS THEREOF, the parties hereto have executed this Addendum to the SPO as of the last date written below.



Chief Gregory Mullen

Mayor John Tecklenburg

Date

Thomas W. Hornsby III, CPM
1033 State Coordinator

Date

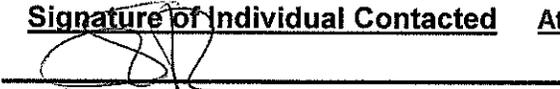
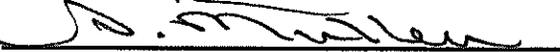
COMMITTEE / COUNCIL AGENDA

11.)

TO: John J. Tecklenburg, Mayor
FROM: Steve Ruemelin DEPT. Police Department
SUBJECT: MUTUAL AID AGREEMENT WITH MUSC.
REQUEST: Approve attached agreement. The mutual aid agreement statute was amended in June, 2016.
New agreements have been drafted to ensure compliance with the amended statute.
The new agreements are replacing the old agreements.

COMMITTEE OF COUNCIL: _____ DATE: _____

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

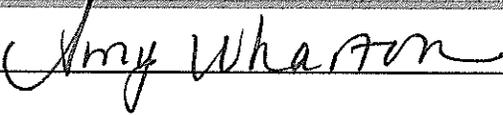
	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Chief of Police	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Director of Procurement	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

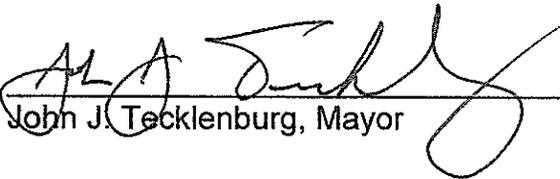
If yes, provide the following: Dept./Div: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature: 

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

STATE OF SOUTH CAROLINA)
)
) LAW ENFORCEMENT
) ASSISTANCE AND SUPPORT AGREEMENT
COUNTY OF CHARLESTON)

This agreement is made and entered into this ____ day of _____, 2016, by and between the **CITY OF CHARLESTON POLICE DEPARTMENT** and the **MEDICAL UNIVERSITY OF SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**.

WHEREAS, as amended on June 3, 2016, South Carolina Code Ann. Section 23-20-10, et seq., provides that counties, incorporated municipalities, or other political subdivisions of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions across jurisdictional lines, including but not limited to, patrol services, crowd control, traffic control and safety and other emergency service situations; and

WHEREAS, the parties desire to enter into such an agreement for the purpose of assisting one another in the proper provision and prudent exercise of public safety functions across jurisdictional lines; and

WHEREAS, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance in law enforcement matters by the temporary assignment of law enforcement officers between jurisdictions to the fullest extent as is allowed by law; and,

WHEREAS, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law, and,

WHEREAS, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties hereto;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

I. Statement of Specific Services and Procedures for Requesting Assistance

A. Assistance: The assistance to be rendered pursuant to this Agreement shall solely involve the temporary transfer or assignment of law enforcement officers and/or equipment from one party's jurisdiction to the other for the purpose of providing the proper and prudent exercise of public safety functions across jurisdictional lines.

1) Public Safety Functions include, but are not limited to:

- a) multi-jurisdictional task forces;
- b) criminal investigations (including, but not limited to, investigations relating to illegal narcotics and narcotics related activities);
- c) patrol services;
- d) crowd control;
- e) traffic control;

f) other emergency service situations.

2) Other Emergency Service Situations include, but are not limited to:

- a) riot or disorder;
- b) natural disasters;
- c) mass processing of arrests;
- d) transporting prisoners;
- e) operating temporary detention facilities; and
- f) vehicular pursuits.

B. Procedure for Requesting Assistance

1) Request. A request for assistance shall only be made by the head of the requesting law enforcement agency or his or her designee. The request shall include a description of the situation creating the need for assistance, the number of law enforcement officers requested, the location to which the personnel are to be dispatched, and the officer in charge at such location.

2) Reply. A reply to any request for assistance shall only be made by the head of the assisting law enforcement agency or his or her designee. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to be furnished.

C. Procedures When Assisting.

1) Officer in Charge. The personnel transferred or assigned by the assisting law enforcement agency shall report to the Officer-In-Charge of the requesting law enforcement agency at the designated location or by way of radio contact and shall be subject to the lawful orders and commands of that official. The assisting law enforcement officers shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency.

2) Radio Communication. Radio communication between the requesting law enforcement agency and the assisting law enforcement officers shall be maintained by use of the Charleston Consolidated Dispatch system or State regional radio channel system, unless a radio channel that is mutually shared by the parties hereto is otherwise available.

3) Release. The assisting law enforcement officers temporarily transferred or assigned shall be released by the Officer-In-Charge when their services are no longer required or when they are needed to respond to a situation within the geographical boundaries of their own jurisdiction; provided, however, the assisting law enforcement officers shall use their best efforts to complete the requested services prior to being released.

D. Vesting of Authority and Jurisdiction. To the fullest extent permitted by the Constitution and statutes of this state, for purposes of investigation, arrest or any other activity related to the purpose for which they were requested, assisting officers assigned under this agreement shall be vested with the same jurisdiction, authority, powers, privileges, immunities, rights and duties to enforce laws of the State of South Carolina and/or the laws of the requesting agency's jurisdiction, as officers of the requesting agency.

II. Financial Issues.

A. Compensation and Reimbursement.

1. The temporary transfer or assignment of law enforcement officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension or retirement rights of such transferred or assigned officers, and such officers shall continue to be paid by the agency where they are permanently employed.
2. The parties agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind, to include the ancillary benefits of increased investigation and prevention of crime in their respective jurisdictions.
3. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

B. Costs and Expenses. Except as otherwise provided herein, each party shall bear its own costs and expenses incurred in the performance of its obligations hereunder.

C. Insurance and Bond. It is agreed and understood that the parties hereto shall be solely responsible for maintaining such insurance protection and workers compensation coverage on its employees as may be required by law or deemed advisable by the party. The bond, if any, for any officers operating under this agreement, shall include coverage for their activity in the other jurisdiction covered by this agreement in the same manner and to the same extent provided by the bonds of regularly employed officers of that county or municipality.

III. Arrangements for use of Equipment and Facilities.

A. Supply and Provision of Equipment and Facilities. Each party shall be responsible for the maintenance of its own equipment and shall supply the equipment for its law enforcement officers. The host agency will procure and provide the facilities for law enforcement operations and will designate its location at the time assistance is requested unless otherwise agreed upon by the parties.

B. Damage to Equipment. Each party shall bear the risk of its damage or loss to its own equipment; provided, however, that if the equipment is damaged by the acts or omissions of employees of the other party, then the other party shall reimburse the damaged party for its loss.

IV. Records and the Processing of Requests Pursuant to the Freedom of Information Act.

A. Records. The requesting law enforcement agency shall be primarily responsible to maintain records relating to the incident for which assistance has been requested. However, each law enforcement agency shall maintain its own personnel and other usually kept records as to its assigned officers. Each party shall make records relating to law enforcement activities conducted pursuant to this Agreement available to the other party upon request and without costs.

B. Processing Freedom of Information Act Requests. Each party shall be responsible for responding to Freedom of Information Act requests received by their agency in accordance with South Carolina Law. It is anticipated, but not required, that when responding to Freedom of Information Act requests the parties will consult with one another to ensure their responses to such requests are complete, consistent and in compliance with South Carolina Law.

V. Legal Contingencies.

A. Lawsuits and Payment of Damages Arising from Provided Services. Neither party shall be responsible for defending any legal action brought against the other party or its employees arising out of circumstances in which assistance was requested or provided, nor shall it be responsible to pay any fees, costs, damages or verdicts incurred by the other party in such a legal action.

B. No Indemnification or Third-Party Rights. The parties shall be solely responsible for the acts and omissions of their respective employees, officers and officials. No right of indemnification is created by this agreement and the parties expressly disclaim such a right. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any person or entity not a party to this agreement.

VI. Stipulation Regarding Control Over Assisting Agency's Personnel.

A. Primary Responsibility. It is agreed and understood that the primary responsibility of the parties hereto is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance.

B. Control. Except as otherwise agreed among the parties, each party shall maintain control over its personnel.

C. Employment Status. Law enforcement officers responding under this Agreement shall at all times be considered employees of the agency providing assistance. Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this agreement shall be the employees of the law enforcement agency requesting such assistance.

VII. Term, Duration, Modification and Termination.

A. Term and Duration. This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

B. Modification. This Agreement shall not be modified, amended or changed in any manner except upon the express written consent of the parties hereto.

C. Termination. This Agreement may be terminated by either party by providing written notice to the other party. Such notice becomes effective upon receipt of the notice by the other party.

VIII. General Provisions.

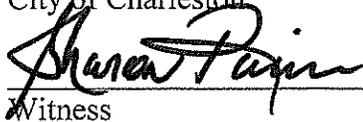
A. Responsibility to Respective Governing Bodies Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

B. Severability. Should any part of this Agreement be found to be unenforceable by any court or other competent authority, the rest shall still remain in full force and effect.

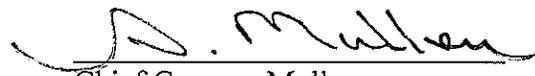
C. Binding Successors in Office. All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

City of Charleston:



Witness

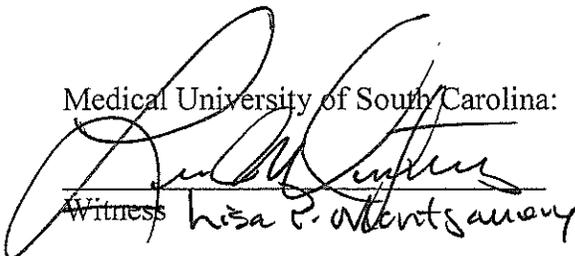


Chief Gregory Mullen

Witness

Mayor John Tecklenburg

Medical University of South Carolina:



Witness Lisa P. Mervitskany



Chief Kevin Kerley

Witness

OFFICE OF THE
GENERAL COUNSEL
MUSC/MUHA

* APPROVED AS TO FORM *

By: Annette R. Drachman/dk

Date: 11/16/16

CPR COMMITTEE and/or COUNCIL AGENDA

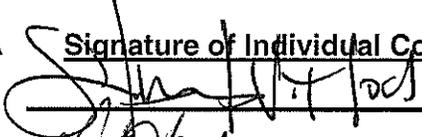
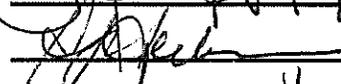
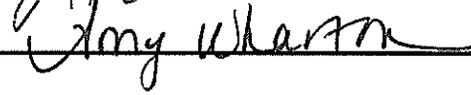
12.)

TO: John J. Tecklenburg, Mayor
FROM: Curt Berg / Matt Frohlich DEPT. Parks – Capital Projects
SUBJECT: FREEDOM PARK SHELTER/RESTROOM BUDGET INCREASE DUE TO CHARLESTON WATER SYSTEMS FEE INCREASE

REQUEST: Approval of an increase of \$1,970.05 to the Freedom Park Shelter and Restroom project budget related to unanticipated fee increases to the Impact & Tap Fees and Sewer Inspection Fees with Charleston Water Systems. Impact & Tap Fees increased by \$840.05 as a result of updated rates while the warranty inspection fee of \$1,130.00 was not captured in the contractor's scope of work but required by the developer agreement executed between the City and CWS.

COMMITTEE OF COUNCIL: Ways & Means DATE: December 6, 2016

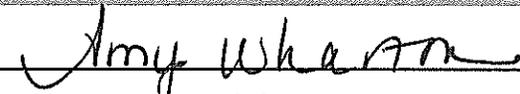
COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Capital Project Director	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept/Div Parks /Capital Projects Acct # 051424-58240
Balance in Account \$1,970.05 Amount needed for this item \$1,970.05
Project Number CP1522

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: With approval, Council is approving the transfer in the amount of \$1,970.05 to the project budget from 2012 General Fund Reserves (\$1,385.86) and 2013 General Fund Reserves (\$584.19). The funding sources for this project are: 2014 General Fund Reserves (\$210,000), 2012 General Fund Reserves (\$158,460.76) and 2013 General Fund Reserves (\$1,534.00).

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M ON THE DAY OF THE CLERK'S AGENDA MEETING.

Freedom Park Shelter
(051424)

CP1522		Approved Project Budget	Expenses To Date	Encumbrances	Remaining Balance	NOTES
DESIGN / ENGINEERING						
051424-58238	Architectual/Engineering Services	\$27,065.00	\$0.00	\$0.00	\$0.00	original contract
051424-58238	Contract Amendment #1	\$0.00	\$0.00	\$0.00	\$0.00	reassignment of fees
	Subtotal Design Contract	\$27,065.00	\$26,679.49	\$385.51	\$0.00	Walker Concepts Architecture, LLC
051424-58238	Topography Survey	\$2,100.00	\$2,100.00	\$0.00	\$0.00	MA Engineering Consultants-P136116
051424-58238	Geotechnical	\$3,500.00	\$3,500.00	\$0.00	\$0.00	S&ME-P136695
051424-58238	Special Inspections	\$4,067.93	\$4,067.93	\$0.00	\$0.00	Soil Consultants
051424-58004	Permitting	\$0.00	\$0.00	\$0.00	\$0.00	
051424-58238	Construction Signage	\$52.98	\$52.98	\$0.00	(\$0.00)	Pcard
051424-58236	Advertising	\$415.64	\$415.64	\$0.00	\$0.00	
051424-58016	Printing	\$610.16	\$610.16	\$0.00	\$0.00	A&E - P137743 + Pcard
	TOTAL D/E COSTS	\$37,811.71	\$37,426.20	\$385.51	\$0.00	
CONSTRUCTION						
051424-58240	Construction	\$302,375.00	\$0.00	\$0.00	\$0.00	original contract
051424-58240	Change Order #1	\$0.00	\$0.00	\$0.00	\$0.00	increase of 50 days
051424-58240	Change Order #2	\$17,477.00	\$0.00	\$0.00	\$0.00	add steel, add SWPPP, value engineering
	Subtotal Construction Contract	\$319,852.00	\$235,854.00	\$83,998.00	\$0.00	Infinger Construction Group
051424-52100	Impact & Tap Fees	\$11,201.05	\$0.00	\$11,201.05	\$0.00	
051424-52100	CWS Sewer Inspection Fee	\$1,140.00	\$0.00	\$1,140.00	\$0.00	
051424-58240	Other Miscellaneous Site Improvements	\$0.00	\$0.00	\$0.00	\$0.00	
051424-58005	FFE - picnic tables	\$0.00	\$0.00	\$0.00	\$0.00	donated by Jane Baker
	TOTAL CONSTRUCTION COSTS	\$332,193.05	\$235,854.00	\$96,339.05	\$0.00	
051424-52940	Contingency	\$0.00				
	TOTAL PROJECT COSTS	\$370,004.76	\$273,280.20	\$96,724.56	\$0.00	
FUNDING SOURCES						
<u>YEAR</u>	<u>SOURCE</u>	<u>AMOUNT</u>	<u>RECEIVED</u>			
2014	General Fund Reserves	\$210,000.00	\$210,000.00			
2012	General Fund Reserves	\$158,460.76	\$155,000.00			\$2,074.90 for CO #2; \$1,385.86 transferred from CP1527-1906 Meeting Upfit for CWS increases
2013	General Fund Reserves	\$1,544.00	\$0.00			\$949.81 for CO#2; \$594.19 for CWS increases
	TOTAL FUNDING	\$370,004.76	\$365,000.00			
PROJECT SUMMARY						
	AVAILABLE FUNDING	370,004.76	\$365,000.00			
	FUNDING NEEDED	370,004.76	\$273,280.20			
	PROJECT BALANCE	0.00	\$91,719.80			

**CHARLESTON WATER SYSTEM
WATER/WASTEWATER SERVICE FEE WORKSHEET**

PROJECT NAME: Freedom Park
ADDRESS: Settlers St
TMS #: 275-00-00-199
DATE: 10/27/2015



1" domestic meter					WATER IMPACT FEE SUMMARY	WATER TAP FEE SUMMARY
FOR WATER SERVICES						
QUANTITY	SIZE	IMPACT FEE	TAP FEE	AMOUNT		
0	3/4"	2,590	500	\$0.00	\$0.00	\$0.00
1	1"	4,050	1,200	\$5,250.00	\$4,050.00	\$1,200.00
0	1 1/2"	7,380	2,000	\$0.00	\$0.00	\$0.00
0	2"	11,600	2,200	\$0.00	\$0.00	\$0.00
0	3"	21,400	8,000	\$0.00	\$0.00	\$0.00
0	4"	35,300	14,000	\$0.00	\$0.00	\$0.00
0	6"	44,800	16,000	\$0.00	\$0.00	\$0.00
0	8"	69,900	20,000	\$0.00	\$0.00	\$0.00
0	10"	83,200	28,000	\$0.00	\$0.00	\$0.00
Origination Fee Total, \$30.00 per service				\$30.00		
AMOUNT DUE FOR WATER SERVICE				\$5,280.00	IMPACT FEE SUB TOTAL \$4,050.00	TAP FEE SUB TOTAL \$1,200.00

TOTAL IMPACT FEES DUE FOR WATER SERVICE: **\$4,050.00**
 WATER SERVICE TAP FEES: **\$1,230.00**

WASTEWATER IMPACT FEES			
GPD	ERU	COST/ERU	FEE
660	1.65	\$2,940.00	\$4,851.00

TOTAL DUE FOR WASTEWATER IMPACT: **\$4,851.00**

WASTEWATER TAP FEES			
#	SIZE	COST	FEE
1	6"	\$200.00	\$200.00
0	8"	\$700.00	\$0.00
1	Origination Fee	\$30.00	\$30.00
TAP FEE TOTAL			\$230.00

WASTEWATER SERVICE TAP FEES: **\$230.00**

Grand Total Fees Due: **\$10,361.00**

**FOR APPLICATION PROCESS: Contact Customer Service
 Associates - Shawn Earl or Ashley Outlaw @ 843-727-6800**

**FEES QUOTED BASED ON PRESENT DAY RATES AND ARE SUBJECT TO CHANGE WITHOUT
 PRIOR NOTICE.**

**CHARLESTON WATER SYSTEM
WATER/WASTEWATER SERVICE FEE WORKSHEET**

PROJECT NAME: Freedom Park
ADDRESS: Settlers St
TMS #: 275-00-00-199
DATE: 10/27/2015
REV: 10/11/2016



1" domestic meter							
FOR WATER SERVICES							
QUANTITY	SIZE	IMPACT FEE	TAP FEE	AMOUNT	WATER IMPACT FEE SUMMARY		
0	3/4"	2,830	500	\$0.00	\$0.00	\$0.00	
1	1"	4,433	1,200	\$5,633.00	\$4,433.00	\$1,200.00	
0	1 1/2"	8,206	2,000	\$0.00	\$0.00	\$0.00	
0	2"	12,899	2,200	\$0.00	\$0.00	\$0.00	
0	3"	23,804	8,000	\$0.00	\$0.00	\$0.00	
0	4"	39,302	14,000	\$0.00	\$0.00	\$0.00	
0	6"	49,890	16,000	\$0.00	\$0.00	\$0.00	
0	8"	77,880	20,000	\$0.00	\$0.00	\$0.00	
0	10"	92,710	28,000	\$0.00	\$0.00	\$0.00	
Origination Fee Total, \$30.00 per service				\$30.00	IMPACT FEE SUB TOTAL		
AMOUNT DUE FOR WATER SERVICE				\$5,663.00	\$4,433.00	TAP FEE SUB TOTAL	
						\$1,200.00	

TOTAL IMPACT FEES DUE FOR WATER SERVICE	IMPACT FEES	\$4,433.00	TAP FEES	
WATER SERVICE TAP FEES				\$1,230.00

WASTEWATER IMPACT FEES			
GPD	ERU	COST/ERU	FEE
660	1.65	\$3,217.00	\$5,308.05

TOTAL DUE FOR WASTEWATER IMPACT \$5,308.05

WASTEWATER TAP FEES			
#	SIZE	COST	FEE
1	6"	\$200.00	\$200.00
0	8"	\$700.00	\$0.00
1	Origination Fee	\$30.00	\$30.00
TAP FEE TOTAL			\$230.00

WASTEWATER SERVICE TAP FEES \$230.00

Grand Total Fees Due \$11,201.05

**FOR APPLICATION PROCESS: Contact Customer Service
 Associates - Shawn Earl or Ashley Outlaw @ 843-727-6800**

**FEES QUOTED BASED ON PRESENT DAY RATES AND ARE SUBJECT TO CHANGE WITHOUT
 PRIOR NOTICE.**

INFINGER CONSTRUCTION GROUP
 PO BOX 41348
 CHARLESTON SC 29423

985 BARFIELD ST
 CHARLESTON SC 29492

144207 00 8 92

NOV 11 - NOV 11

NO PO #

NOVEMBER 14, 2016

PRIOR BALANCE \$.00
 PRIOR BALANCE \$.00

CURRENT MONTH SERVICES:

ORIGINATION FEE \$30.00
 WATER TAP FEE \$1,200.00
 SEWER TAP FEE \$700.00
 SEWER TAP FEE ADJ \$500.00 CR
 CPW SEWER ORIG FEE \$30.00
 WATER IMPACT FEE \$3,933.00

		SEWER IMPACT FEE	\$4,483.05
		WATER ENG SERV FEE	\$500.00
		SEWER ENG SERV FEE	\$825.00
NOVEMBER 2016			
WATER	\$.00		
.00	= 0 GAL		
SEWER	\$.00		
VOLUME	.00		
		TOTAL - CURRENT CHARGES	\$11,201.05

		TOTAL - AMOUNT DUE ON 00/00/00	\$11,201.05

Your new water service will be installed approximately 3 to 4 weeks after we receive full payment of the amount listed above. For questions, please contact Customer Service at 727-6800 and have your account number readily available.

OPR LAO

CYCLE 92
 144207-00-8

INFINGER CONSTRUCTION GROUP

WASTEWATER CONSTRUCTION FEE WORKSHEET

PROJECT NAME: Freedom Park Restrooms

JOB NUMBER: 15600045

EXT NUMBER: 3687-728

DATE: 10/17/2016



INVOICE

This invoice is intended for payment purposes. Final fees are due based on the system scope and value shown on the Project Completion Questionnaire.

WARRANTY INSPECTION FEE FOR SEWER MAIN CONSTRUCTION		
charged at \$.50 per linear foot for force main charged at \$2.00 per linear foot for gravity main		
MAIN SIZE	QUANTITY (LF)	AMOUNT
Force Main any size	0	\$0.00
Gravity mains:	0	
8"	565	\$1,130.00
10"	0	\$0.00
12"	0	\$0.00
16"	0	\$0.00
18"	0	\$0.00
21"	0	\$0.00
30" And above	0	\$0.00

AMOUNT DUE FOR WASTEWATER WARRANTY FEE \$1,130.00

10% CASH MAINTENANCE BOND FOR SEWER MAIN CONSTRUCTION	
Based 10% of the total value shown on the engineer's project completion questionnaire	
Total Water System Cost	10% Cash Bond
	\$0.00

AMOUNT DUE FOR SEWER SYSTEM CASH BOND Not Required

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this 8th day of March, 2016 by and between City of Charleston, a municipal corporation of the State of South Carolina, hereinafter sometimes referred to as the "APPLICANT", as the Party of the First Part, and the COMMISSIONERS OF PUBLIC WORKS OF THE CITY OF CHARLESTON, SOUTH CAROLINA, a statutory corporation organized and existing under and by virtue of the laws of the State of South Carolina, hereinafter sometimes referred to as the "COMMISSION", as the Party of the Second Part;

WITNESSETH:

WHEREAS, the Applicant owns a tract of land located on Barfield Street, City of Charleston, Berkeley County, South Carolina, which is further identified as Tax Map Parcel 2750000199, and known as **Freedom Park**; and

WHEREAS, the Applicant has installed the following described sewer improvements at Freedom Park (the "Sanitary Sewer System") and desires to enter into an Agreement with the Commission for the transfer of the Sanitary Sewer System to the Commission, to wit:

All pipes, plumbing equipment, meters, gauges, etc. associated with the sanitary sewer system installed at the Applicant's expense within those areas designated as rights-of-way for any street, and/or easements on the site drawings "Freedom Park in Berkeley County, South Carolina", by ADC Engineering plans with a final revision date of 11/16/2015, and all other installed sanitary sewer system components installed subsequent to the date of said plan, through this date, hereinafter referred to as the "**Plans**" or "**Sewer System**".

WHEREAS, the Commission is authorized by statutes, rules, regulations and policies to provide sanitary sewer service for public and private use within the Corporate limits of the City of Charleston, Berkeley County, South Carolina, or other areas wherein the Commission is authorized to provide sanitary sewer service, and is willing to provide sanitary sewer service to the aforesaid area and premises upon the terms and conditions hereinafter mentioned.

NOW THEREFORE, in consideration of the above recited premises and of the mutual covenants and agreements hereinafter contained, and of the mutual benefits and advantages reciprocally to be derived, the parties hereto have covenanted and agreed one with the other as follows:

1. The Applicant grants and conveys to the Commission, insofar as it lies within its power to do so, the right of ownership and maintenance of the Sanitary Sewer System herein

provided for within the legal width of the said streets, avenues, drives, roads, easements, and sidewalk areas contiguous thereto as delineated on the Plans

Applicant agrees that any required paving done at the Applicant's request in the streets, avenues, drives and roads shall, whenever possible, not extend over the Sanitary Sewer System, except at the intersection of streets.

Applicant agrees that in the event a subsequent change is made in the alignment or grade of the streets, avenues, drives, roads, sidewalk areas, grass areas within the rights-of-way or Commission easement, or lot line adjustments are made by the Applicant within five (5) years after the Commission's final acceptance of the Sanitary Sewer System, the Applicant will pay to the Commission the full cost of all required adjustments of the Sanitary Sewer System and services thereto conform with any such change.

The Applicant agrees that all design and construction work will be performed in accordance with the Commission's published Minimum Standards for the Construction of Sanitary Sewer Systems latest revision (**hereinafter referred to as "Standards"**). Applicant agrees not to commence construction of the work prior to receiving the Commission's final approval of the Plans.

By executing this agreement the Applicant agrees to allow the Commission's personnel access to the Applicant's property for the purpose of inspection and maintenance of the Sanitary Sewer System, to advise the Commission in writing one week in advance of the start of construction of the work, and to provide copies of all applications and permits granted by applicable regulatory agencies. The Commission, in return, agrees to allow the Applicant to tie the proposed Sanitary Sewer System into the Commission's existing sanitary sewer system.

The Applicant, as part of this agreement, agrees to provide to the Commission prior to the Commission's final acceptance of the construction of the work:

- (A) "As-constructed" drawings of the Sanitary Sewer System prepared by a registered engineer in accordance with acceptable engineering practice and the Commission's Standards.

In the event that said "as-constructed" drawings prove in the course of time to be inaccurate, the Applicant agrees to have a registered engineer make all necessary corrections to the drawings within 30 days of notification by the Commission; and in the event that said corrections are not made, the Applicant shall consent of the Commission, at its sole discretion, suspending issuance of all additional sewer service connections until such time as the drawings are corrected.

- (B) Plats, deed, and right-of-way agreements as may be necessary/or requested by the Commission.

- (C) Engineer's certification of completion and acceptance of the work. This certification shall state that the work has been installed in accordance with the engineer's "As-Constructed" plans and specifications and the Commission's Standards.
- (D) All test results and operation and maintenance manuals applicable to the system installed in accordance with the Commission's Standards.
- (E) A certified video record in DVD format of all sewer mains and laterals.
- (F) A letter stating the quantity and value of the Sanitary Sewer System being deeded to the Commission.
- (G) Certified release of liens from the contractor(s) performing the work.
- (H) The Applicant, upon endorsement of this agreement, agrees to guarantee all the mains, services, and appurtenances, and correct any/all deficiencies of the system covered within this agreement for a period of two (2) years from the date of acceptance of the system by the Commission. The Applicant hereby further agrees to correct any deficiencies found during this period within thirty (30) days of notification by the Commission.

WARRANTY
 INSPECTION
 FEE

The Commission will make inspections of the wastewater system during the warranty period. For the purpose making said inspections, the Applicant further covenants and agrees to pay the Commission, at the time of project closeout and before final acceptance of the system by the Commission, the cost of a wastewater system warranty inspection fee. This total warranty inspection fee will be based on the certifying engineer's description of the project linear footage as described on the Project Questionnaire. The wastewater system warranty inspection fee will be charged at \$2.00 per linear foot of gravity wastewater main and \$0.50 per linear foot of wastewater force main, the cost of which may be changed from time to time to current pricing conditions. Awareness of the wastewater system warranty inspection fee is acknowledged by the Applicant's execution of this Agreement.

It is understood the purpose of the wastewater system warranty inspection fee is to defray the Commission's costs associated with the two-year warranty inspection of the wastewater collection system covered within this agreement.

It is understood the Applicant is liable for any/all corrections of system deficiencies for a period of two (2) years from the date of acceptance of the system by the Commission. The Commission will notify the Applicant by certified letter if such corrections are necessary. In the event the Applicant defaults on the obligation to make warranted corrections to the wastewater system within thirty (30) days of notification from the Commission, the Commission will proceed to correct any/all system deficiencies and notify the Applicant. All costs incurred by the Commission for correction of system deficiencies shall be collected from the Applicant.

It is understood the Applicant is liable for any/all corrections of system deficiencies for a period of two (2) years from the date of acceptance of the system by the Commission. The Commission will notify the Applicant by certified letter if such corrections are necessary. In

the event the Applicant defaults on the obligation to make warranted corrections to the wastewater system within thirty (30) days of notification from the Commission, the Commission will correct any/all system deficiencies and bill the Applicant for said corrections.

The Applicant further agrees that the above items A through H will be submitted to the Commission all at the same point in time and in one complete package. Incomplete packages or items submitted to the Commission separately will be returned to the Applicant's Engineer or Applicant. All submittals shall be on the standard documents provided in the Minimum Standards for Construction. Improper or incorrect submittals may delay receipt of a Department of Health and Environmental Control Permit to Operate.

It is agreed that the Commission, for the purpose of supplying the sewer service to the areas and units concerned, will be paid by the Applicant, at or before the execution of this agreement, a Wastewater Service Impact Fee. It is understood the purpose of the Wastewater Service Impact Fee is to assist the Commission in paying the cost associated with expansion of major components of the wastewater collection and treatment system.

Applicant agrees that the total Wastewater Service Impact Fee amount of Four Thousand Eight Hundred Fifty One Dollars (\$4,851.00) for One and Sixty Five One Hundredths (1.65) Equivalent Residential Units (ERUs), is an accurate description of the total Wastewater Service Impact Fees due for the project. This total Impact Fee amount is inclusive of the total Engineering Services Fee component.

Any alterations and/or additions to the number of equivalent units assessed within this Agreement, occurring **prior** to the Commission's final acceptance of the sewer system, will subject the Applicant to payment of additional impact fees to be assessed at the Commission's Wastewater Impact Fee Rates assessed within this Agreement. Any alterations and/or additions to the Agreement, occurring **after** the Commission's final acceptance of the sewer system, will result in the property being subject to additional impact fees which will be assessed at the Commission's prevailing Wastewater Impact Fee Rates at the time of sewer service application.

The payment of impact fees is the Commission's method by which to recover Capital costs associated with the upgrade and extension of the Commission's trunk mains, treatment plant facilities, etc., and in no way constitutes costs attributed to the installation of wastewater taps, service piping, or building connections. Each customer who wishes to obtain service from the mains being extended under this contract must pay a Commission tap fee over and above the impact fees paid before being provided wastewater service.

It is agreed that the Applicant shall not begin construction until said impact fees are acknowledged. In addition, the Applicant will be responsible for the cost of construction of said main(s) and appurtenances to the existing main(s) of the Commission.

**STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON**

This instrument was acknowledged before me by City of Charleston, South Carolina, this 8th day of March, 2016.

WITNESSES FOR APPLICANT

Vanessa Susan Naybank
George Cook

City of Charleston, South Carolina

By: *AK [Signature]*
Title: Mayor

Sworn to before me this 8th
day of March, 2016.

Maria Herrera (SEAL)

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____
My Commission Expires June 04, 2017

**COMMISSIONERS OF PUBLIC WORKS
STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON**

This instrument was acknowledged before me by F. K. Hill, Jr., PE, as Chief Executive Officer of the Commissioners of Public Works of the City of Charleston, South Carolina, this 22 day of MARCH, 2016.

WITNESSES FOR THE COMMISSION:

Lynnda A. Orr
Virginia Patrick

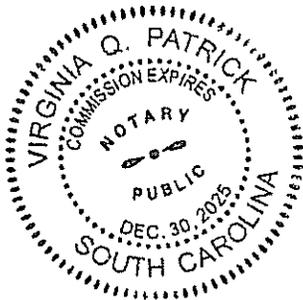
By: F. K. Hill, Jr.
F. K. Hill Jr., PE, Chief Executive Officer

Sworn to before me this 22
day of MARCH, 2016.

Virginia Patrick (SEAL)

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 12/30/25



CPR COMMITTEE and/or COUNCIL AGENDA

13.)

TO: John J. Tecklenburg, Mayor

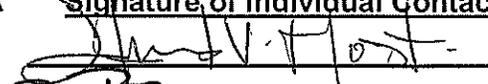
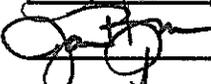
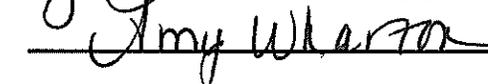
FROM: Curt Berg / Matt Frohlich DEPT. Parks – Capital Projects

SUBJECT: FREEDOM PARK SHELTER/RESTROOM CHANGE ORDER #2

REQUEST: Approval of Change Order #2 to the Construction Contract with Infinger Construction Group, LLC in the amount of \$17,477.00 for upgrading the steel frame construction based on preliminary design and windows (\$17,816.00), omitting integrated color to concrete slab (-\$550.00) and upgrade to steel frame construction based on final design, SWPPP inspection, and miscellaneous value engineering options (\$211.00). The total project budget will increase by \$3,024.71. The contract time will remain unchanged.

COMMITTEE OF COUNCIL: Ways & Means DATE: December 6, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Capital Project Director	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

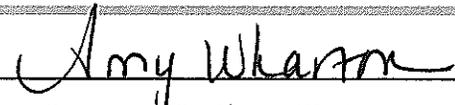
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept/Div Parks /Capital Projects Acct # 051424-58240

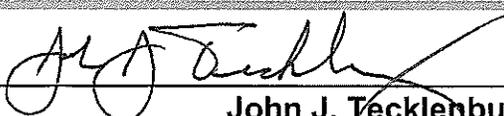
Balance in Account \$17,477.00 Amount needed for this item \$17,477.00

Project Number CP1522

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: The Change Order will increase the Construction Contract with Infinger Construction Group, LLC in the amount of \$17,477.00 from \$302,375.00 to \$319,852.00. With approval of this Change Order, Council is approving the transfer in the amount of \$3,024.71 to the project budget from 2012 General Fund Reserves (\$2,074.90) and 2013 General Fund Reserves (\$949.81). The remaining \$14,452.29 for the change order will come from the balance of the project contingency. The funding sources for this project are: 2014 General Fund Reserves (\$210,000) and 2012 General Fund Reserves (\$155,000).

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M ON THE DAY OF THE CLERK'S AGENDA MEETING.

Freedom Park Shelter
(051424)

CP1522	Approved Project Budget	Expenses To Date	Encumbrances	Remaining Balance	NOTES
DESIGN / ENGINEERING					
051424-58238	Architectual/Engineering Services	\$27,065.00	\$0.00	\$0.00	\$0.00 original contract
051424-58238	Contract Amendment #1	\$0.00	\$0.00	\$0.00	\$0.00 reassignment of fees
	<u>Subtotal Design Contract</u>	<u>\$27,065.00</u>	<u>\$26,679.49</u>	<u>\$385.51</u>	<u>\$0.00 Walker Concepts Architecture, LLC</u>
051424-58238	Topography Survey	\$2,100.00	\$2,100.00	\$0.00	\$0.00 MA Engineering Consultants-P136116
051424-58238	Geotechnical	\$3,500.00	\$3,500.00	\$0.00	\$0.00 S&ME-P136695
051424-58238	Special Inspections	\$4,067.93	\$4,067.93	\$0.00	\$0.00 Soil Consultants
051424-58004	Permitting	\$0.00	\$0.00	\$0.00	\$0.00
051424-58238	Construction Signage	\$52.98	\$52.98	\$0.00	(\$0.00) Pcard
051424-58238	Advertising	\$415.64	\$415.64	\$0.00	\$0.00
051424-58016	Printing	\$610.16	\$610.16	\$0.00	\$0.00 A&E - P137743 + Pcard
	TOTAL D/E COSTS	\$37,811.71	\$37,426.20	\$385.51	\$0.00
CONSTRUCTION					
051424-58240	Construction	\$302,375.00	\$0.00	\$0.00	\$0.00 original contract
051424-58240	Change Order #1	\$0.00	\$0.00	\$0.00	\$0.00 increase of 50 days
051424-58240	Change Order #2	\$17,477.00	\$0.00	\$0.00	\$0.00 add steel, add SWPPP, value engineering
	<u>Subtotal Construction Contract</u>	<u>\$319,852.00</u>	<u>\$165,168.00</u>	<u>\$154,684.00</u>	<u>\$0.00 Infinger Construction Group</u>
051424-52100	Impact & Tap Fees	\$10,361.00	\$0.00	\$10,361.00	\$0.00
051424-58240	Other Miscellaneous Site Improvements	\$0.00	\$0.00	\$0.00	\$0.00
051424-58005	FFE - picnic tables	\$0.00	\$0.00	\$0.00	\$0.00 donated by Jane Baker
	TOTAL CONSTRUCTION COSTS	\$330,213.00	\$165,168.00	\$165,045.00	\$0.00
051424-52940	Contingency	\$0.00			
	TOTAL PROJECT COSTS	\$368,024.71	\$202,594.20	\$165,430.51	\$0.00
FUNDING SOURCES					
<u>YEAR</u>	<u>SOURCE</u>	<u>AMOUNT</u>	<u>RECEIVED</u>		
2014	General Fund Reserves	\$210,000.00	\$210,000.00		
2012	General Fund Reserves	\$155,000.00	\$155,000.00		
2013	General Fund Reserves	\$949.81	\$0.00		Additional funding for CO#2
2012	General Fund Reserves	\$2,074.90	\$0.00		Additional funding for CO#2
	TOTAL FUNDING	\$368,024.71	\$365,000.00		
PROJECT SUMMARY					
	AVAILABLE FUNDING	368,024.71	\$365,000.00		
	FUNDING NEEDED	368,024.71	\$202,594.20		
	PROJECT BALANCE	0.00	\$162,405.80		

**City of Charleston
Construction Change Order**

PROJECT: CP1522 FREEDOM PARK SHELTER & RESTROOMS
(NUMBER) (NAME)

CONTRACTOR: INFINGER CONSTRUCTION GROUP LLC

CHANGE ORDER NO.: 02

1. Description of the Change Order:
(Reference any attachments by name and date)

- Change Directive 01:
Upgrade to steel frame construction based on preliminary design and upgrade to windows.*
- Change Directive 02:
Omitting integrated color to concrete slab.*
- Change Directive 03:
Upgrade to steel frame construction based on final design, SWPPP inspections, and miscellaneous value engineering options.*

2. Adjustments to the Contract Amount:

Original Contract Amount	\$ <u>302,375.00</u>
Change by Previously Approved Change Orders	\$ <u>0.00</u>
Contract Amount prior to this Change Order	\$ <u>302,375.00</u>
Amount of this Change Order	\$ <u>17,477.00</u>
New Contract Amount, including this Change Order	\$ <u>319,852.00</u>

3. Adjustments in Contract Time:

Original Date for Substantial Completion.....	<u>20 MAY 2016</u>
Change in Days by Previously Approved Change Orders	<u>50 Days</u>
Change in Days for this Change Order	<u>00 Days</u>
New Date for Substantial Completion	<u>10 JULY 2016</u>

4. Amount of this Change Order performed by MBE..... \$0.00

JAMES WALKER
Architect/ Engineer

JOEY INFINGER
Contractor

CITY OF CHARLESTON
Owner

WALKER CONCEPTS
91-B BROAD STREE
CHARLESTON SC 29401
Address

INFINGER CONSTRUCTION GROUP
4748 FRANCHISE STREET
NORTH CHARLESTON SC 29418
Address

CAPITAL PROJECTS / PARKS
823 MEETING STREET
CHARLESTON SC 29403
Address


Signature


Signature

Signature

By: Joshua Bagwell

By: Joey Infinger

By: JOHN J. TECKLENBURG

Date: 10/11/16

Date: 10-11-16

Date: _____

City of Charleston
Construction Change Directive

PROJECT: CP1522 – FREEDOM PARK SHELTER/RESTROOMS
(NUMBER) (NAME)

CONTRACTOR: INFINGER CONSTRUCTION GROUP LLC

CHANGE DIRECTIVE NO.: 01

When signed by the City, this document becomes effective immediately and the Contractor shall proceed with the change(s) described below. The Contractor is hereby directed to make the following change(s) to the Work of the contract:

1. Per fire code review, structure is being upgraded to fire rated construction. Option 2 presented by Infinger (see attached memo dated 03 May 2016) will be elected and incorporated into a future change order to provide, "Light gauge metal framing, cementitious trim & steel beams". Anticipated cost: ADD \$17,348.00
2. For the window package, supplier is indicating that application of proposed privacy film would void the warranty and the upgrade to built-it 'obscure' glazing would be an upcharge of ~\$200 per unit per discussions. Anticipated cost: ADD \$468.00

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: an increase a decrease
 to be determined unchanged
- Not-to-Exceed: \$ 17,816.00
 Lump Sum: \$ _____
 Unit Price of: \$ XX.XX per SE
 As determined by the A/E on the basis of reasonable expenditures and savings including overhead and profit.
2. The Contract Time is proposed to: remain unchanged
 increase by 0 calendar days
 decrease by _____ calendar days

Signature by the Contractor indicates the Contractor's agreement with the proposed basis of adjustment in the Contract Sum and Time set forth in this Construction Change Directive.

Dustin Clemens, Director of Capital Projects

(Signature) (Date)
JOSH BAGWELL 9/20/16
(Print or Type Name of A/E) (Signature) (Date)

Signature by the Contractor indicates the Contractor's full and complete agreement with the proposed basis of adjustment in the Contract Sum and Time as set forth in this Directive. Change Directives accepted by the Contractor shall be incorporated into a Change Order without further adjustment.

JOEY INFINGER
(Name of Contractor)

(Signature) (Date)
9-23-16

Infinger Construction Group LLC
4748 Franchise Street
N. Charleston, SC 29418
(843) 554-9414

May 3, 2016

Walker Concepts Architecture
91-B Broad Street
Charleston SC 29401

Attention: Mr. Joshua Bagwell AIA

Re: Freedom Park Restroom Fire Marshal Review

Dear Mr. Bagwell:

Per your letter dated February 16, 2016 and several emails we have sent back and forth, we have come up with two options to replace the #2 southern yellow pine framing materials. Option 1 is use fire rated lumber, cementitious ceiling and trim and steel beams or Option 2 use light gauge metal framing with a cementitious ceiling and trim and steel beams. The following is the best way we could show this.

- Included in bid per plans and specifications

- a. Engineered wood trusses and framing.....\$12,738.00
- b. Pressure treated wood ceilings and trim.....\$3,675.00
- c. With LVL in wood truss number above.....\$ included

Subtotal in our bid per plans and specifications..... \$16,413.00

- Option 1: Fire Rated lumber, cementitious trim & steel beams

- a. Add for Fire rated wood trusses and framing.....\$7,086.00
- b. Deduct pressure treated wood ceilings/trim.....<\$3,675.00>
- c. Add cementitious ceilings/trim...(slates).....\$6,822.00
- d. Add for steel beams.....\$6,400.00

Subtotal fire rated lumber, cementitious trim and steel ADD.....\$16,633.00 plus GC mark up.

- Option 2: Light gauge metal framing, cementitious trim & steel beams

- a. Deduct engineered wood trusses and framing.....<\$12,738.00>
- b. Deduct pressure treated wood ceiling /trim.....<\$3,675.00>
- c. Add light gauge metal trusses and framing.....\$17,696.00
- d. Add cementitious ceiling /trim...(perforated).....\$6,201.00
- e. Add steel beams.....\$6,400.00

Subtotal light gauge metal framing, cementitious trim & steel ADD.....\$13,884.00 plus GC mark up.

The numbers in the two options are raw cost without any GC mark ups. Option 1 is an add of \$16,633.00 plus GC mark up to our current contract. Option 2 is an add of \$13,884.00 plus GC markup to our current contract. We can provide further break down if needed but this was the easiest way we could show the changes to the fire marshal's comments. Please let us know if you have any questions or need any further information on this change. We will have to get delivery dates from the manufactures of the two options once one is picked to determine the impact on the current schedule. The total impact will not be known until we actually order the material to option 1 or option 2. Please let us know if you need anything else. Thank you.

Sincerely,
Infinger Construction Group LLC

Joey Infinger
Partner

City of Charleston
Construction Change Directive

PROJECT: CP1522 – FREEDOM PARK SHELTER/RESTROOMS
(NUMBER) (NAME)

CONTRACTOR: INFINGER CONSTRUCTION GROUP LLC

CHANGE DIRECTIVE NO.: 02

When signed by the City, this document becomes effective immediately and the Contractor shall proceed with the change(s) described below. The Contractor is hereby directed to make the following change(s) to the Work of the contract:

1. Per value engineering discussions, the City is electing to omit integrated color additives to the concrete slab. Anticipated cost: DEDUCT \$550.00

PROPOSED ADJUSTMENTS

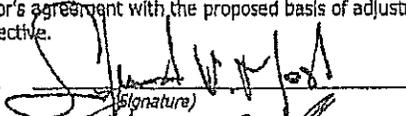
1. The proposed basis of adjustment to the Contract Sum is: an increase a decrease
 to be determined unchanged

- Not-to-Exceed: \$ XX.XX
 Lump Sum: \$ 550.00
 Unit Price of: \$ XX.XX per SF
 As determined by the A/E on the basis of reasonable expenditures and savings including overhead and profit.

2. The Contract Time is proposed to: remain unchanged
 increase by 0 calendar days
 decrease by _____ calendar days

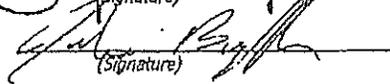
Signature by the Contractor indicates the Contractor's agreement with the proposed basis of adjustment in the Contract Sum and Time set forth in this Construction Change Directive.

Edmund Most, Interim Director of Capital Projects


(Signature)

7.8.16
(Date)

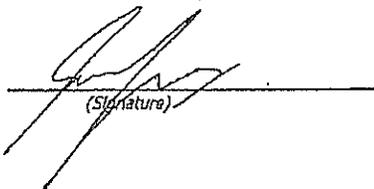
JOSH BAGWELL
(Print or Type Name of A/E)


(Signature)

9/26/16
(Date)

Signature by the Contractor indicates the Contractor's full and complete agreement with the proposed basis of adjustment in the Contract Sum and Time as set forth in this Directive. Change Directives accepted by the Contractor shall be incorporated into a Change Order without further adjustment.

JOEY INFINGER
(Name of Contractor)


(Signature)

9-23-16
(Date)

**City of Charleston
Construction Change Directive**

PROJECT: CP1522 – FREEDOM PARK SHELTER/RESTROOMS
(NUMBER) (NAME)

CONTRACTOR: INFINGER CONSTRUCTION GROUP LLC

CHANGE DIRECTIVE NO.: 03

When signed by the City, this document becomes effective immediately and the Contractor shall proceed with the change(s) described below. The Contractor is hereby directed to make the following change(s) to the Work of the contract:

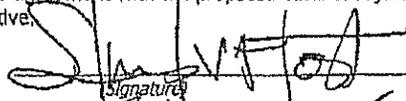
1. Per value engineering discussions, the City is electing to omit the water cooler element for the water fountain assembly. Anticipated cost: DEDUCT \$1,200.00
2. Per value engineering discussions, the City is electing to omit the shuffle board component from the project. Anticipated cost: DEDUCT \$9,300.00
3. Per value engineering discussions, the City is electing to omit the asphalt sidewalk patch from the GC's obligation and perform with City's own forces. Anticipated cost: DEDUCT \$600.00
4. Per the drawings and specs, SWPPP was not included in construction contract and accounted for in the amount of \$200/week for 25 weeks.. ADD \$5,000.00
5. Per the structural steel amendments to the drawings and specs, this is a delta from the original proposal once the structural drawings were finalized specifically for the steel beams. ADD \$672.00.
6. Per the structural steel amendments to the drawings and specs, this is a delta from the original proposal once the structural drawings were finalized specifically for the added bearing plates. ADD \$4,759.00.
7. Per the structural steel amendments to the drawings and specs, this is a delta from the original proposal once the structural drawings were finalized specifically for the additional shop drawings. ADD \$880.00.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: an increase a decrease
 to be determined unchanged
- Not-to-Exceed: \$ XX.XX
 Lump Sum: \$ 211.00
 Unit Price of: \$ XX.XX per SE
 As determined by the A/E on the basis of reasonable expenditures and savings including overhead and profit.
2. The Contract Time is proposed to: remain unchanged
 increase by 0 calendar days
 decrease by _____ calendar days

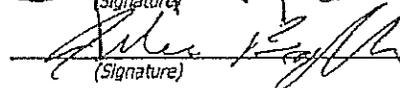
Signature by the Contractor indicates the Contractor's agreement with the proposed basis of adjustment in the Contract Sum and Time set forth in this Construction Change Directive.

EDMUND MOST, Director of Capital Projects


(Signature)

9.7.16
(Date)

JOSH BAGWELL, Walker Concepts Architecture
(Print or Type Name of A/E)


(Signature)

9/26/16
(Date)

Signature by the Contractor indicates the Contractor's full and complete agreement with the proposed basis of adjustment in the Contract Sum and Time as set forth in this Directive. Change Directives accepted by the Contractor shall be incorporated into a Change Order without further adjustment.

JOEY INFINGER, Infinger Construction Group
(Name of Contractor)


(Signature)

9-23-16
(Date)

**Infinger Construction
Group LLC
4748 Franchise Street
N. Charleston, SC 29418
(843) 554-9414**

August 31, 2016

Attention: Curt Berg
City of Charleston Parks department

Re: Letter of Savings from Original Bid & additional cost not in Directives.

Mr. Berg,

As requested the following items are cost savings for items deleted and additional cost items that have been added. This is a recap only to today's date.

- 1) Delete bottle filler water cooler.....Deduct..... \$1,200.
- 2) Deduct shuffle board court.....Deduct..... \$9,300.
- 3) Deduct asphalt patch at cart path.....Deduct..... \$600.
- 4) Additional cost for SWPPP inspections..\$200/WK add... \$5,000.
- 5) Additional cost to new beams.....Add..... \$672.
- 6) Additional cost to add bearing plates.....Add..... \$4,759.
- 7) Additional cost to draw shop drawings Add..... \$880.

Total cost to date not in Change Directives.....~~deduct~~ ^{ADD}\$211.

These are all we can confirm to date for credits and cost. The camera of line will be adjusted after actual footage is determined. SWPPP reports are figures through September. Please let us know if you have any questions or need further explanations on any item.

Sincerely,
INFINGER CONSTRUCTION Group

Joey Infinger
Partner
JI/dm
cc: ICG-15-20

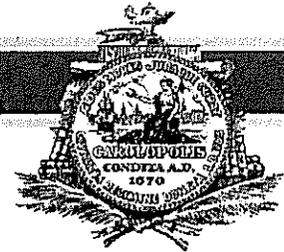
Project: Freedom Park Shelter & Restrooms
 From: Infinger Construction Group LLC, 4748 Franchise Street, North Charleston SC 29418
 Date: October 12, 2016

CHANGE REQUEST #7 -To Implement Change Directives associated with unforeseen code implications and value engineering.

Change Directive	Total	Description
1	\$17,816.00	ADD - preliminary steel construction upgrade estimate and upgrade to windows
2	(\$550.00)	CREDIT - omitting concrete color
3	\$211.00	ADD - final steel construction upgrade design quote, SWPPP inspections, and miscellaneous value engineering items.
Additional Days Required: 0	\$17,477.00	TOTAL ADD

CHARLESTON FIRE DEPARTMENT

Fire Marshal Division



Permit Application & Plan Review Comments

Project	Project Status
Name: Freedom Park Restroom Facility	Status: Hold - see comments
Address: 985 Barfield Street	Received: November 16, 2015
Type: Fire & Life Safety	Reviewed: December 17, 2015
Submittal: Initial submittal review	Revised plans required: Yes
Permit #: 151023-985BarfieldSt-1	Written response required: Yes
Project Contact	Fire Plans Reviewer
Name: Josh Bagwell	Name: Brandon Shaw
Company: Walker Concepts	Title: Assistant Fire Marshal
Phone: 843-727-3140	Phone: (843)724-3429 (main office)
Email: jbagwell@schmittwalker.com	Email: shawb@charleston-sc.gov

Thank you for your recent submittal. We look forward to working with you throughout this project in order to ensure the safety of our citizens and our emergency responders.

Please submit a written response to the following comments and annotate these corrections on the revised drawings. Response letters must list explanations in the same order as the comments appear on this review letter. Permits will not be issued until all items have been reviewed and work shall not commence until the issuance of the permit. Our goal is to conduct additional reviews, when needed, within 10 working days of the revised submittal. Please be sure to address all items on the review in order to expedite the review process.

General:

1. The fire department vehicle access road does not extend to within 150' of all points of the exterior as required by the 2012 International Fire Code (IFC) section 503.1.1. Access roads must be provided within 150 feet of all points of the structure and the minimum road width of 20' for all fire access lanes. Any deviations must be approved.
2. Provide the available fire flow at the site, measured at 20 PSI residual pressure, available for firefighting.
3. Indicate the required fire flow in accordance with an acceptable calculation method. Basic guidance may be found in the appendix of the IFC. Flow rate reductions must be submitted for review and approval.
4. Please coordinate with City GIS regarding the address for the property. Street address shall be posted in not less than 4 inch letters/numbers (recommend 6 inch) in a manner that is plainly visible from the street or road fronting the property. Individual suites or subdivision within the building shall include the suite designation in a 4 inch minimum letter/number. Street marquees shall include the site address. (IFC 505.1)

Plan review by this office does not include a check of every item and does not relieve the owner, contractor, or designer of meeting all code requirements. Issuance of a permit shall not be construed as authority to violate local, State, or Federal rules or regulations. Work commencing prior to permitting may result in double permit fees and/or fines.



CHARLESTON FIRE DEPARTMENT



Fire Marshal Division *Information Bulletin* Fire Apparatus Access Roads Limited Area Structures

The purpose of this document is to further clarify conditions that must be achieved in order to provide for an increase in the distance between the fire apparatus access route and specific structures of limited size. These considerations are based on the application and interpretation of the applicable code provisions and operational considerations of the Charleston Fire Department. The information contained within this document is intended to offer guidance in the design, layout, or position of a small structure.

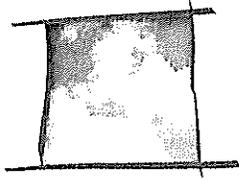
The International Fire Code Chapter 5, Section 503, addresses fire apparatus access roads for all buildings. This section requires fire apparatus access roads to extend to within 150' of all portions of the facility and all portions of the exterior walls of the first floor. Specific exceptions are provided to identify when the Fire Code Official is authorized to increase the dimension of the 150 foot limitation.

The distance between the fire apparatus access route and the limited area structure may be increased to no more than 250' when fire apparatus access roads cannot be installed due to location on property, topography, waterways, nonnegotiable grades or similar conditions which make the installation or extension of the route impractical. The plan submittal must demonstrate the need for this increase and the following alternate means of fire protection and safety measures are in place:

- 1) Built of Type I or II construction.
- 2) Limited size of 1,500 square feet or less.
- 3) Building is not used for residential or sleeping purposes (non-habitable space).
- 4) Not less than 50' of clearance provided on all sides to adjacent structures, or property lines.
- 5) No open flame ignition sources, grills, portable heaters, or similar devices located within 25' of the structure.

These measures are designed to provide a reasonable degree of safety to the public and first responders by limiting or reducing the potential risk of a fire event. This document is intended to provide general guidance during the design phase of a project and may be reduced or revoked by the Fire Code Official for due cause.

Please contact the City of Charleston Fire Department – Fire Marshal Division at (843)724-3429 with any questions or for additional information.



WALKER | CONCEPTS
ARCHITECTURE

February 16, 2016

Captain Rick Fluegge
Deputy Fire Marshall
Fire Plan Review & Permitting

Charleston Fire Department
Fire Marshal Division
2 George Street
Ste. 3800
Charleston, SC 29401

Captain Rick Fluegge:

985 Barfield Street is a small restroom and picnic shelter proposed for Freedom Park on Daniel Island. Typically, the International Fire Code requires most structures to be within 150 feet from the fire lane, however, our project has several unique site constraints. Because FEMA requires that our restroom facility be located one foot above flood, we must elevate the shelter. Our facility must also maintain ADA accessibility, limiting the severity of any grade change and impacting how patrons access the elevated structure. We are also working to keep the facility and any grading clear of the areas marked for soccer fields directly to the south of the shelter. Simultaneously, the facility should be easily accessible by all patrons of the park, and visually open for safety.

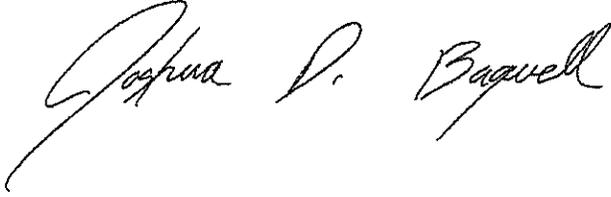
Based on the *Charleston Fire Department Fire Marshal Division Information Bulletin, Fire Apparatus Access Roads Limited Area Structures*, issued on February 12, 2016, we are requesting the distance between the fire apparatus access route and the limited area restroom and picnic structure for 985 Barfield Street be increased from 150 feet to approximately 230 feet.

The project is a 700 square foot, type II construction, open picnic shelter / restroom facility that sits more than 50' from property lines and adjacent buildings, and has no grills, open flames or portable heaters within 25' of the structure. The restrooms, approximately 260 square feet of the 700 square foot total, are unconditioned but mechanically ventilated, as required by code, and heated to prevent pipes freezing in the winter.

We have included a fire protection plan with this letter that outlines our compliance with the information bulletin.

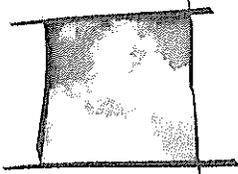
Please let us know if you have any questions. Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink that reads "Joshua D. Bagwell". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

Joshua D. Bagwell, AIA, NCARB, LEED AP
Architect

Walker Concepts Architecture
91-B Broad Street
Charleston, SC 29401
T 843.727.3140 Ext. 4
F 843.727.3143
E jbagwell@walker-concepts.com
W www.walker-concepts.com



WALKER | CONCEPTS
A R C H I T E C T U R E

Architect's Response to the City of Charleston's Fire Marshal Division Permit Application and Plan Review Comments

Date: 2/16/16

Project Number: 1508

Project Name: Freedom Park Restroom Facility

Architect: Joshua D. Bagwell, AIA, NCARB, LEED AP

Thank you for your review, comments and inquiries. Below we have outlined a response to each item, as requested. Please let us know if any further information or clarification is needed. Original comments included below with Walker Concepts Architecture's response in **red bold italics** below each item.

1. The fire department vehicle access road does not extend to within 150' of all points of the exterior as required by the 2012 International Fire Code (IFC) section 503.1.1. Access roads must be provided within 150 feet of all points of the structure and the minimum road width of 20' for all fire access lanes. Any deviations must be approved.

Please see the attached information bulletin, issued 2/12/16. When a limited area structure meets the requirements below and cannot be located within 150' of the fire access lane due to site restrictions, topo constraints, etc., the distance may be extended to 250' (please see the bulletin for unabridged language).

- ***Built of Type I or II construction.***
- ***Limited size of 1,500 square feet or less.***
- ***Building is not used for residential or sleeping purposes (non-habitable space).***
- ***Not less than 50' of clearance provided on all sides to adjacent structures, or property lines.***
- ***No open flame ignition sources, grills, portable heaters, or similar devices located within 25' of the structure.***

Our walls are currently CMU and the open shelter columns are steel tube wrapped in fiberglass column covers. We have revised the pre-engineered wood trusses and plywood sheathing to be fire-retardant-treated wood, upgrading our construction type from III B to II B (please see the attached revised specifications sheet). Per 2012 IBC 603.1.1.3, Fire-retardant-treated wood shall be permitted in buildings of type I or II construction for....Roof Construction, including girders, trusses, framing and decking.

We currently meet all of the other above requirements. Please see the attached Fire Plan-Fire Protection Sheet for square footage, site clearances and space description.

2. Provide the available fire flow at the site, measured at 20 PSI residual pressure, available for firefighting.

Please see the attached Fire Plan-Fire Protection Sheet

3. Indicate the required fire flow in accordance with an acceptable calculation method. Basic guidance may be found in the appendix of the IFC. Flow rate reductions must be submitted for review and approval.

Please see the attached Fire Plan-Fire Protection Sheet

4. Please coordinate with City GIS regarding the address for the property. Street address shall be posted in not less than 4 inch letters/numbers (recommend 6 inch) in a manner that is plainly visible from the street or road fronting the property. Individual suites or subdivision within the building shall include the suite designation in a 4 inch minimum letter/number. Street marquees shall include the site address. (IFC 505.1)

We will coordinate with the City GIS regarding the address for the property and will post the recommended letters and numbers for the street address as required above.

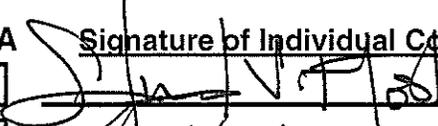
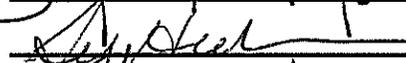
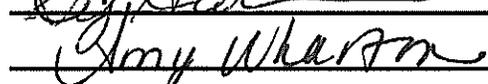
CPR COMMITTEE and/or COUNCIL AGENDA

14.)

TO: John J. Tecklenburg, Mayor
FROM: Nate Yokoyama / Matt Frohlich DEPT. Parks – Capital Projects
SUBJECT: JPR BALLPARK ELEVATOR MODERNIZATION CONSTRUCTION CONTRACT
REQUEST: Approval of a Construction Contract with American Elevator in the amount of \$73,020.00 for the modernization of the elevator at the Joseph P. Riley, Jr. Ballpark. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000, to the extent contingency funds exist in the Council Approved budget.

COMMITTEE OF COUNCIL: Ways & Means DATE: December 6, 2016

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Capital Project Director	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

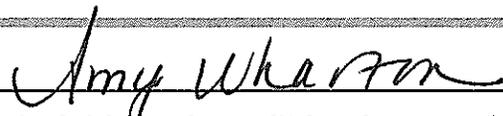
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept/Div Parks /Capital Projects Acct # 023010-52410

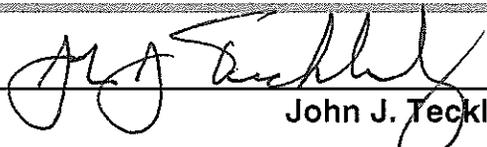
Balance in Account \$80,000.00 Amount needed for this item \$73,020.00

Project Number CP1631

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: Approval of this action will institute an \$80,000.00 project budget of which the \$73,020.00 Construction Contract will be funded. The funding source for this project is the JPR, Jr. Ballpark General Maintenance account.

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M ON THE DAY OF THE CLERK'S AGENDA MEETING.

JPR Ballpark Elevator Moderization

CP1631		Draft Project Budget	Expenses to DATE	Encumbrances	Remaining Balance	NOTES
DESIGN / ENGINEERING						
Division/Object						
023010-52410	Engineering	\$0.00	\$0.00	\$0.00	\$0.00	
023010-52236	Advertising	\$0.00	\$0.00	\$0.00	\$0.00	
023010-52222	Printing expenses	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL D/E COSTS		\$0.00	\$0.00	\$0.00	\$0.00	
CONSTRUCTION						
023010-52410	Construction	\$73,020.00	\$0.00	\$73,020.00	\$0.00	American Elevator
TOTAL CONSTRUCTION COSTS		\$73,020.00	\$0.00	\$73,020.00	\$0.00	
023010-52940	Contingency	\$6,980.00	\$0.00	\$0.00	\$6,980.00	
TOTAL PROJECT COSTS		\$80,000.00	\$0.00	\$73,020.00	\$6,980.00	
FUNDING SOURCES						
<u>YEAR</u>	<u>SOURCE</u>	<u>AMOUNT</u>				
	JPR Ballpark General Maintenance	\$80,000.00	\$0.00			
TOTAL FUNDING		\$80,000.00	\$0.00			
PROJECT BALANCE						
	AVAILABLE FUNDING	\$80,000.00				
	FUNDING NEEDED	\$80,000.00				
	PROJECT BALANCE	\$0.00				

City of Charleston Construction Contract

THIS CONTRACT, made this 17 day of November 2016 by and between:

The Owner: City of Charleston and the Contractor: American Elevator
Department of Parks PO Box 1946
823 Meeting Street Summerville, SC 29484-1946
Charleston, SC 29403

WHEREAS, the Owner requires the construction of the following project, identified as follows:

CP1631 - Joe Riley Ballpark Elevator Modernization
(Project Number) - (Project Name)

Whereas, the CONTRACTOR, whose South Carolina contractor's license is _____, is prepared and qualified to provide such Construction;

NOW THEREFORE, the Owner and Contractor agree to all of the following terms and conditions set forth in this Contract.

TIME OF PERFORMANCE:

THE EFFECTIVE DATE of this contract shall be the date written above.
THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
THE DATE OF SUBSTANTIAL COMPLETION shall be 40 calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.

PAYMENTS TO THE CONTRACTOR for acceptable work performed shall be as follows:

THE CONTRACT SUM OF \$73,020 to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract.

THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: Alternate No. 1, +\$4,461

LIQUIDATED DAMAGES in the amount of \$140 per day shall be withheld from any amounts otherwise due to the Contractor for each day the Contractor fails to achieve SUBSTANTIAL COMPLETION within the time allowed.

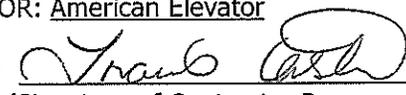
ARCHITECT ENGINEER – The A/E of Record for this Project is: N/A

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS CONTRACT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

OWNER: City of Charleston

CONTRACTOR: American Elevator

BY: _____
John Tecklenburg
Mayor

BY: 
(Signature of Contractor Representative)

TRAVIS EASLER
(Name of Contractor Representative)

ITS: VICE PRESIDENT

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS

- A. The Contract Documents forming this agreement shall consist of the following:
1. a fully executed Construction Contract (this document) and any listed attachments thereto;
 2. the Project Manual dated: October 14, 2016
 3. the Project Drawings dated N/A and as listed in the Project Manual.
 4. Bid Addenda and dates as follows: Addendum No. 1, dated November 4, 2016.
 5. the Contractor's completed Bid Form;
 6. all Change Orders and Change Directives;
 7. other documents as listed in Article 16.

ARTICLE 2 – GENERAL PROVISIONS

- A. The Contractor shall not incur any expense chargeable to the Owner until this Contract has been authorized and fully executed by both the Owner and the Contractor.
- B. The Contractor warrants to the Owner that:
1. it and its subcontractors (if any) are financially able to complete the work;
 2. it will perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the work assigned;
 3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
 4. it will perform the Work with care and diligence and in a professional and workmanlike manner;
 5. it has visited the work site and is reasonably apprised of the conditions in and around the work area.
- C. Contractor's Rights and Responsibilities
In addition to any other rights and responsibilities contained in this Agreement, the Contractor shall:
1. pay for required construction permits or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, etc, as required for the performance of the Work;
 2. visit the work site and obtain information to assist in familiarization with the work site, its conditions and any limitations that would affect the performance of the Work;
 3. have the right to rely on information contained in the Contract Documents, but shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner or its A/E;
 4. be responsible for all construction means, methods, techniques, procedures and safety measures in the performance of the Work;
 5. employ only persons skilled in the work for which it is to do, employ an experienced superintendent to supervise the work who shall be responsible for the acts or omissions of the Contractor's agents and employees or those of sub-contractors and their agents and employees acting on behalf of the Contractor;
 6. have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Services in the State of South Carolina, the City of Charleston and as required by this Contract.
- D. Owner's Rights and Responsibilities
In addition to any other rights and responsibilities contained in this Agreement, the Owner shall:
1. provide the contractor with available information regarding the Work and the work area;
 2. secure and pay for all design permits, assessments, and easements except as required by the Contract Documents;
 3. pay the Contractor for acceptable work performed, in accordance with the provisions of this Contract;
 4. if the Contractor fails to begin work within fourteen (14) calendar days of the DATE OF COMMENCEMENT as indicated in the Notice to Proceed, the Owner shall have the right to declare the Contractor in material breach of this Contract and terminate the Contract;
 5. act as the A/E in the absence of a licensed design professional.

E. A/E's Rights and Responsibilities

In addition to any other rights and responsibilities contained in the Agreement, the A/E shall:

1. represent the Owner during the construction process through final completion of the project, and as requested during the warranty period. The A/E will act on behalf of the Owner only to the extent provided in the Contract Documents or otherwise agreed by the Owner;
2. make periodic visits to the site during construction administration to become familiar with the progress and quality of the Work and to determine if the Work is being performed in a manner indicating that the Work is generally progressing in accordance with the Contract Documents;
3. make recommendations to the Owner as to the acceptance or rejection of the Work and communicate the Owner's decision to the Contractor;
4. review and approve or reject shop drawings and samples submitted by the Contractor;
5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
6. make the initial interpretation and decision on matters concerning performance under, and the requirements of, the Contract Documents, upon written request of either the Owner or Contractor. The interpretation or decision of the A/E shall be final, subject to the dispute resolution provisions of this Contract;
7. not be responsible for construction means, methods, techniques, procedures and safety measures in the performance of the work or acts of omission of the Contractor, Subcontractors or any other entity performing work on the site;
8. review periodic requests for payment, and approve or reject the request, in whole or in part;
9. prepare Change Orders or Change Directives as directed by the Owner.

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Samples

1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the A/E. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
2. The Contractor shall submit the number of sets as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
3. The A/E will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.

B. Materials and Workmanship

1. The Contractor shall not allow the use of any asbestos-containing product.
2. The Contractor shall not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less than 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.
3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all material shall be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.

C. Inspection and Testing of Materials

1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by building officials.
2. The Contractor shall leave uncovered all areas of work that are called out in the Contract Documents to be left uncovered, or the A/E requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the A/E of the time requested for an inspection of these areas.

D. Substitutions

1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a

level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved by the A/E.

2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without prior written approval from the A/E, which shall be granted only with the concurrence of the Owner.

E. Changes in the Work

1. Only the Owner may authorize changes in the scope of the Contract. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed work promptly.
2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
 - a. For the Contractor or subcontractor on work performed by its own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0
 - b. For the Contractor or subcontractor on work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3
 - c. To a first tier subcontractor on work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3
 - d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the work required.

F. Receiving and Storing Materials and Equipment

1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Delivery Order or manufacturer's printed instructions of each product.

G. Reports

1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.

H. Time for Completion

1. Requests for time extensions shall be made promptly. Delays of the work due to circumstances beyond the control of the Contractor shall be adequately documented and submitted to the Owner with any request for an extension of the time of Completion.
2. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. The Contractor shall submit job site weather data supporting the claim for an extension of time.
3. Should completion of the Project extend past the original or amended contract substantial completion date, the Owner will retain as liquidated damages and not as a penalty the amount listed on Page 1 and reduce the Contractor's final payment by that amount.

I. Guarantees and Warranties

1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other work or property resulting from such defects for a period of one year from the date of Substantial Completion, excepting

- damage that is caused by misuse or abuse by the Owner. All warranties may be assigned by the Owner at no cost to the Owner and without the approval of the Contractor.
2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.
- J. Use of the Site
1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the work.
 2. The Contractor shall provide access to the work in progress for representatives of the Owner, the A/E and for all authorities having jurisdiction over the Work.
- K. Taxes
1. The Contractor shall include in its Bid and pay for, all taxes in effect or scheduled to go into effect at the time of bidding or at the completion of negotiations.
 2. The Contractor's attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

ARTICLE 4- PAYMENTS

- A. The Owner shall make payments no more often than monthly to the Contractor for acceptable work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- B. The Contractor shall make payments to Subcontractors and suppliers for acceptable work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Work, and a Construction Schedule, to be used by the architect as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable work completed based on the approved Schedule of Values and the A/Es' evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the completed work until the Final Application for Payment is paid.
- D. The Contractor's Final Application for Payment may be submitted when the following have occurred:
 1. The Contractor has fully performed the Work of the Contract, including the acceptable completion of all punch list items; and,
 2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
 3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
 4. The Contractor has completed all training and other startup/turnover support activities with the Owner staff.
- E. If the work is completed to the satisfaction of the A/E, the A/E shall certify the application and the Owner shall make final payment.

ARTICLE 5 – CLAIMS

- A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.
- B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.
- C. Claims arising prior to the date final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give

written notice of a Claim within the time required by this paragraph a party expressly waives its claim.

- D. Pending a resolution of the Claim, including any dispute resolution under this Contract, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

ARTICLE 6 – DISPUTE RESOLUTION

The parties agree to attempt in good faith to resolve their disputes arising from a claim or controversy arising out of or relating to the Contract. To the extent that the parties are unable to reach a resolution, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or federal court located in Charleston County. The Contractor agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the Contractor pursuant to the Contract (including the Owner).

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

- A. Owner's Right of Termination
 - 1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner's convenience, upon seven (7) days written notice to the Contractor.
 - 2. The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.
- B. Contractor's Right of Termination
 - 1. The Contractor may terminate the Contract if work is stopped through no fault of the Contractor, or other persons performing work either directly or indirectly for the contractor, for a period of time exceeding sixty (60) consecutive calendar days due to a court order or other public authority having jurisdiction; or a National emergency which requires the work to be stopped.
 - 2. The Contractor may, upon seven (7) days written notice to the Owner and the A/E, terminate the Contract for the reasons stated above and be compensated for work completed and materials stored in accordance with the Contract Documents.
- C. Owner's Right of Suspension
 - 1. The Owner may, at any time, suspend the work, in whole or in part, with or without cause for such period of time as determined by the Owner;
 - 2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or an equitable adjustment covered under other provisions of the Contract.

ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor is responsible for job-site safety and the protection of persons and property within the work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.
- B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, then the Contractor shall immediately stop work in the affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume work until the material has been rendered harmless, removed or protected.
- C. This Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).

- D. For the purposes of this Contract, the term "rendered harmless" shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

ARTICLE 9 – INSURANCE AND BONDS

- A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor's operations under the work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.
- B. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
1. Premises – Operations.
 2. Independent Contractor's Protective.
 3. Products and Completed Operations.
 4. Personal and Advertising Injury.
 5. Contractual, including specified provisions for Contractor's obligations.
 6. Broad Form Property Damage, including Completed Operations.
 7. Owned, Non-Owned and Hired Vehicles.
- C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the contract:
1. Commercial General Liability:
 - a. General Aggregate (per project) \$ 1,000,000
 - b. Products/Completed Operations \$ 1,000,000
 - c. Personal and Advertising Injury \$ 1,000,000
 - d. Each Occurrence \$ 1,000,000
 - e. Fire Damage \$ 50,000
 - f. Medical Expense (any one person) \$ 5,000
 2. Business Auto Liability (including all owned, non-owned, and hired vehicles):
 - a. Combined Single Limit \$ 1,000,000
 - OR-
 - b. Bodily Injury & Property Damage (each) \$ 1,000,000
 3. Workers Compensation
 - a. State Statutory
 - b. Employer's Liability \$ 100,000 Per Accident
\$ 500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee
- D. The aggregate Limits of the Contractor's Insurance shall apply, in total for this Contract. This shall be indicated on the Certificate of Insurance as "Per Project", or in an attached policy amendment.
- E. The Owner shall be listed as the certificate holder of the Contractor's Liability Insurance.
- F. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25S and shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary, and that any liability insurance of the Owner shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior written notice has been given to the Owner.
- G. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the

Contractor's commencing the Work be construed as a waiver by the Owner of the contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for termination of the contract.

H. Bonds

If required by the Contract Documents, and prior to being issued a Notice to Proceed, the Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. Failure to provide the Bonds may indicate that the Contractor is in material breach of its responsibilities under the Contract.

1. Bonds shall each be in the amount of 100% of the amount of the Contract.
2. The Surety providing the Bonds shall have, at a minimum a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V" and in no case less than five (5) times the contract amount. The Bonds shall:
 - a. be issued by a surety company licensed to do business in South Carolina; and,
 - b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
 - c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
 - d. display the Surety's' Bond Number.

I. Property Insurance

The Contractor shall purchase and maintain Builder's Risk insurance in the amount of the Contract Sum and all subsequent modifications on a replacement cost basis. The Contractor shall be responsible for any deductibles. Such insurance shall be maintained until final payment has been made.

ARTICLE 10 – CORRECTION OF WORK

- A. The Contractor shall promptly and with due diligence, correct work rejected by the A/E or the Owner for failure to conform to the requirements of the Contract, whether such defective work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient work including additional testing and inspections and any compensation for A/E services and expenses involved.
- B. If the Contractor fails to carry out the work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies they may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies including the Owners expenses, and compensation to the A/E, if necessary.
- C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 11 – CONSTRUCTION BY OWNER

- A. The Owner reserves the right to do work with its own forces or award separate contracts for work on the same project.
- B. The Contractor agrees to allow access to the site by the Owner's work force or separate contractor(s), and agrees to assist in coordinating the progress of the work with the Owner.
- C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 12 – SUBCONTRACTORS

If the Contractor engages subcontractors to provide work on the Contract, then the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in the

Contract. Subcontractors and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 13 – COMPLETION AND CLOSEOUT

- A. The Contractor shall have completed the unfinished and defective work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.
- B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.
- C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.
- D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

- A. The Contractor and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns and legal representatives in respect to all provisions of this contract. Neither party shall assign, sublet or transfer their interest in this Contract without the written consent of the other party.
- B. This Contract represents the entire and integrated agreement between the Owner and Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
- C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.
- D. Unless otherwise included in the Contract, nothing shall require the Contractor to discover, handle, remove or dispose of any hazardous or toxic materials in any form at the project site.

ARTICLE 15 – GOVERNING LAW

- A. This contract shall be governed by the laws of the State of South Carolina.

ARTICLE 16 – OTHER PROVISIONS (if any)

- A. The Contractor shall indemnify and save harmless the Owner and the Owner's agents and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the City submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.



John F. Techtlenburg
Mayor

City of Charleston
South Carolina
Department of Parks

Jason Rosenberg
Director

November 18, 2016

American Elevator Co.
PO Box 1946
Summerville, South Carolina 29484-1946

Attention: Mr. Travis Easler

Reference: Joe Riley Ballpark Elevator Modernization
Charleston, South Carolina
City of Charleston Project Number: CP1631

Dear Mr. Easler

This letter is in regards to the contract between the City of Charleston and American Elevator for the Joe Riley Ballpark Elevator Modernization project CP163, dated November 17, 2016. Please be advised that the A/E responsibilities referred to in this contract will be fulfilled by the City of Charleston's Capital Projects Division. If you have any questions regarding this please call our office.

Sincerely,

Nate Yokoyama, P.E.
Senior Construction Project Manager

From: [Herdina, Susan](#)
To: [Yokoyama, Nate](#)
Subject: RE: CP1631 JPR Ballpark Elevator Modernization
Date: Friday, November 18, 2016 3:08:01 PM
Attachments: [image001.jpg](#)

Nate,

I would just send a cover letter to the contractor and advise that that A/E responsibilities referred to in the contract will be fulfilled by the City's Capital Projects Division.

Thanks
Susan

From: Yokoyama, Nate
Sent: Friday, November 18, 2016 2:03 PM
To: Herdina, Susan
Subject: CP1631 JPR Ballpark Elevator Modernization

Good afternoon Susan,

Thanks for calling me back. Here is the contract for the Joe Riley Ballpark Elevator Modernization project. As we discussed there is no A/E firm on this project. The scope and specs were drafted by the City. Please let me know if any revisions need to be made to the contract to reflect that. If revisions are required I will send a revised document to the contractor to sign. These are due on Monday for CPR next week. Thanks again for your help with this.

Nate Yokoyama, P.E. | Senior Construction Project Manager
City of Charleston | Department of Parks | Capital Projects Division
823 Meeting Street | Charleston, SC 29403
T: 843-973-7239 | yokoyaman@charleston-sc.gov | www.charleston-sc.gov



City of Charleston
 Department of Parks
 Capital Projects Division

Bid Tabulation Form
 Joe Riley Ballpark Elevator Modernization

Project: CP 1631
 Date: November 14, 2016
 Time: 2:00 PM

Bidder	Addendum Noted	MWBE	Local Vendor	Base Bid	Alternate #1
AMERICAN ELEVATOR CO.	✓	✓	N/A	\$68,559.00	+ 4,461.00
CHARLES ELEVATOR CO.	✓	✓	N/A	\$69,200.00	+ 5,725.00

Certified Correct By: *Walter W. S.*

Date: 11.14.2016

City of Charleston Bid Form

BID SUBMITTED BY: Name:
Address:

FOR PROJECT: CP 1631 - JOE RILEY BALLPARK ELEVATOR MODERNIZATION
(Number) (Name)

OFFER

1. In response to the *Invitation for Construction Bids*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City of Charleston ("Owner") in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. Bidder has submitted Bid Security as follows in the amount and form requested by the Bidding Documents:
 Bid Bond with Power of Attorney Cashier's Check
(Bidder check one)
3. Bidder, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related information and data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.
4. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:
ADDENDUM No.(s) one (1)
5. Bidder acknowledges that neither the Owner nor any of its employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project cancelled for any reason prior to the issuance of the Notice to Proceed.
6. By submitting this Bid, Bidder hereby agrees to all of the terms and conditions of the *Invitation for Construction Bids* and to all of the terms and conditions of the *Instructions to Bidders*. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner. Bidder understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by Owner and agreed to by Bidder.
7. Bidder herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the construction work in accordance with the Bidding Documents:

7.1 BASE BID: \$ \$68,559.00

Written: Sixty-Eight Thousand, Five Hundred Fifty-Nine Dollars and no 100

7.2 ALTERNATE BID WORK (as indicated in the Bidding Documents and generally described as follows):
 (Bidder shall **STRIKE THROUGH** "ADD" or "DEDUCT" so as to clearly indicate the price adjustment offered for each alternate)

ALTERNATE NO. 1: 2.23 Machine Room ductless split system ADD/~~DEDUCT~~ \$ 4,461.00
 (to or from BASE BID)

ALTERNATE NO. 2: _____ ADD/DEDUCT \$ _____
 (to or from BASE BID)

ALTERNATE NO. 3: _____ ADD/DEDUCT \$ _____
 (to or from BASE BID)

7.3 UNIT PRICE WORK TO BE INCLUDED IN BASE BID, UNLESS OTHERWISE SPECIFIED
 Bidder offers for the Owner's consideration and use the following UNIT PRICES. The UNIT PRICES offered by Bidder indicate the amount to be added to or deducted from the Base Bid for each item-unit combination. UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with Bidder.

NO.	ITEM	UNIT OF MEASURE	UNIT PRICE

8. BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: 57-1060152
 OR
 SOCIAL SECURITY NUMBER: _____

 **AIA**® Document A310™ – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

American Elevator Co., Inc.
120 C Pidgeon Bay Road
Summerville, SC 29483

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

Granite Re, Inc.
14001 Quallbrook Drive
Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of **Oklahoma** as
Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

City of Charleston
823 Meeting Street
Charleston, SC 29403

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid**
(\$ **5% of Bid**), for the payment of which sum well and truly to be made,
the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
Joe Riley Ballpark Elevator Modernization

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the
Principal shall enter into a Contract with the Obligee in accordance with the terms of
such bid, and give such bond or bonds as may be specified in the bidding or Contract
Documents with good and sufficient surety for the faithful performance of such Contract
and for the prompt payment of labor and material furnished in the prosecution thereof, or
in the event of the failure of the Principal to enter such Contract and give such bond or
bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by
said bid, then this obligation shall be null and void, otherwise to remain in full force and
effect.

Signed and sealed this 14th day of **November**, 2016

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

R. S. Easter
(Witness)

John Powell
(Witness)

American Elevator Co., Inc.
(Principal) (Seal)
Frank Taylor VP
(Title)

Granite Re, Inc.
(Surety)
Scott Pelin
(Title) **Scott Pelin** (Seal)
Attorney-in-Fact

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TYLER TURNBULL; SCOTT PELIN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TYLER TURNBULL; SCOTT PELIN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 11th day of February, 2015.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



Kenneth D. Whittington
Kenneth D. Whittington, President

Kyle P. McDonald
Kyle P. McDonald, Treasurer

On this 11th day of February, 2015, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257



Kathleen E. Carlson
Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 11th day of NOVEMBER, 2014.



Kyle P. McDonald
Kyle P. McDonald, Secretary/Treasurer

MWBE Compliance Provisions and Instructions Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

Bidder's MBE/WBE Participation: All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms. Bidders must complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required by the Procurement Office shall be deemed non-responsive and will be ineligible for award of the Contract.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal**, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.

AND

Affidavit B – Work to be Performed by Minority and/or Women-owned Firms

OR

Affidavit C – Intent to Perform Contract with Own Workforce, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Bidder shall become a part of any resulting Contract between the Bidder and the City of Charleston. Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: American Elevator Company

Travis Easler
Signature

Travis Easler
Print Name

Travis Easler
Witness

11/9/2016
Date

Vice President
Title

AFFIDAVIT C

**City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.**

Affidavit of American Elevator Company
(Name of Bidder)

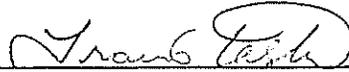
I hereby certify that it is our intent to perform 100% of the work required for the _____
CP1631 JPR Ballpark Modernization contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

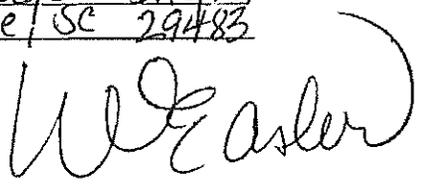
Date: 11/09/2016 Name of Authorized Officer (Print/Type): Travis Easler

Signature: 

Title: Vice President

Sworn to before me this 9 day of November, 2016
Notary Public for the State of S. Carolina
My Commission Expires: March 15, 2021
Print Name: Linda W. Easler
Phone Number: 843-875-1006
Address: 120 C Pidgeon Bay Rd
Summerville, SC 29483

Notary Seal:





QUALIFICATION OF CONTRACTOR

American Elevator was established in Charleston, SC on November 25, 1996 and incorporated as a Statutory Close Corporation. Our company continues to service and modernize all types of commercial and residential elevators.

We bring over One Hundred (100) years of experience in installation, servicing and modernization of elevators. We have experience directly involved with elevators of various types and manufacturers in the Tri-County area since 1986. Along with this involvement, American Elevator Co. has been responsible for the maintenance and repair of numerous elevators.

Our local office is located at 120 C Pigeon Bay Road, Summerville, SC and contains 3000 square foot of office and warehouse space. Our local facilities are certainly open for inspection by the owner or owner's representative at any time convenient to the owner.

American Elevator is a "Drug Free Workplace" as that term is defined in Section 44-107-30 of the SC Code of Laws, and comply with the requirements set forth in Title 44, Chapter 107.

A list of our local employees is as follows:

R.G. Easler: Forty Three(43) years in the elevator industry with positions ranging from Construction Helper, Construction Mechanic, Service Mechanic, Local Representative, Service Sales Representative to Branch Manager and owner. Spent eighteen (18) years with OTIS Elevator Company, seven (7) years with Piedmont Elevator Company and sixteen (16) years as the CEO and owner of American Elevator Company. Since moving to Charleston, SC in July 1986 as Branch Manager for OTIS Elevator, has had responsibility for managing, repairing, modernizing and servicing elevators in Charleston and surrounding counties.

J.L. Hooper: Thirty (30) years in the elevator industry with positions ranging from Construction Helper, Construction Mechanic, and Service Mechanic and Modernization Foreman with American Elevator. Larry has spent the last Sixteen (16) years with American Elevator Company installing and overseeing modernization projects and approximately \$30,000,000.00 in elevator installation, repair and maintenance. Present responsibility is maintenance and supervision of repair work for the City of Charleston's elevators.

Travis Easler: Twenty (20) years as Construction, Residential and Modernizations Supervisor and Service Mechanic. Travis received his BS in Science. In addition he holds the Vice President position for American Elevator Company.

William Hunt: Eleven (11) years as construction, modernizations and service Helper. Last six (6) years as Construction Mechanic as well as Service Technician.

Donn McEntyre: Twenty Two years in the elevator industry ranging from construction And maintenance helper to route mechanic which he currently holds. His responsibilities range from maintaining over 3 million dollars in Elevators as we'll as any necessary repairs.

Ryan Hall: Four (4) years as Construction helper and Service helper. Graduated with a BS Degree in Marketing from Presbyterian College.

Linda Easler: Sixteen (16) years as Chief Financial Officer and President. She has a Degree in Business /Computer Science.

Chris Worsham: Two (2) years starting as Modernization Helper. Chris has progressed quickly to become our residential specialist as well as Modernization Mechanic.

Quinton Washington: Has Fifteen (15) years in the residential elevator industry. He is responsible for overseeing as well as installing our residential product line.

Brock Lecroy: Two (2) years as Commercial helper.

We maintain preferred vendor status with a majority of elevator parts suppliers. I.E.: Unitec, (owned and used by Otis Elevator), Adams (owned and used by Schindler Elevator), Vertical Express (Owned and used by ThyssenKrupp Elevator), MCE, Elevator Controls, Canton Elevators, Quality, S.E.E.S, Hollister-Whitney, and Delco as well as numerous other vendors as advertised in Elevator World.

These suppliers maintain an inventory of virtually every elevator part manufactured over the past 30 years. All of these suppliers will ship any part required overnight. This service will be utilized only in the event necessary materials are not located in your elevator machine room or our local facility. The parts manufactured by our suppliers meets and most often exceed the original manufacture's specifications.

Since the start of our company, we have modernized over one hundred (100) elevators in the Charleston and South Carolina area. These projects range from two (2) to seventeen (17) floors.

Most all of these modernizations required the replacement of out-dated controllers with new solid state controllers, door operators, hanger and track replacements, fixture replacements as well as complete rewiring of car, hoistway, and machine rooms.

We maintain twenty-three (23) elevators for Charleston County under our Full Maintenance Agreement as well as thirty-four (34) units with the City of Charleston. In addition to the above stated contracts, we maintain elevators for numerous properties within the Tri-county area, and we have not lost any maintenance contract in the past two years.

We recently completed the Gaillard Auditorium renovation project in which we installed Six (6) Gearless Machine Room Less elevators ranging from Three (3) to Eight (8) stops. Total project price \$1.2 million.

In order to verify the quality of our working relationships, please feel free to contact any of the following:

Wally Nava	The Citadel	843-953-5264
Downing Godbold	General Svc. Chs. Ctny	843-202-6902
Wes Chappell	City of Charleston	843-724-7417

Concerning questions related to a technical and engineering standpoint, our company has installed SCR drive and AC VVVF drive controllers. In addition to controller replacement, we have replaced door operators, re-wired car and hoistway complete, hoistway hanger's tracks, locks, entrance detectors and new car and hall fixtures.

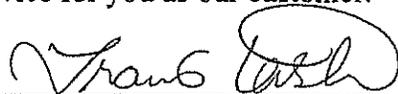
All of the installed equipment is provided by major manufacturers. We deal directly with the specific manufacturer's engineering staff that designs the product for any technical or engineering support that may be required. Upon installation of the above equipment, we contract the State of South Carolina, Elevator Division to inspect and certify the equipment to assure adherence to the latest codes. We have never defaulted on a contract or been denied a bid due to non- performance.

Since American Elevator Co. formed in 1996 in Charleston, SC, our personnel's experience and dedication to quality maintenance, repair, and modernization of elevators meets or exceeds the qualifications of any elevator company's personnel in the Tri-County area. At no time have we ever been denied a contract nor have we lost any contracts due to non-performance.

In most cases, the name of the company is secondary to the quality of local personnel. We feel with our industry experience along with knowledge of local customer requirements we will provide the safest, most dependable and cost effective maintenance, new installation and modernization projects attainable in Charleston, SC.

We look forward to the opportunity to prove our ability, and commitment, to provide quality elevator service for you as our customer.

Signed By:



Travis Easler

Title:

Vice President

City of Charleston Bid Form

 Charter Elevator Carolinas, LLC
1012 16th Avenue NW #121
Surfside Beach, SC 29575

BID SUBMITTED BY: Name:
Address:

FOR PROJECT: CP 1631 - JOE RILEY BALLPARK ELEVATOR MODERNIZATION
(Number) (Name)

OFFER

1. In response to the *Invitation for Construction Bids*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City of Charleston ("Owner") in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. Bidder has submitted Bid Security as follows in the amount and form requested by the Bidding Documents:
 Bid Bond with Power of Attorney Cashier's Check
(Bidder check one)
3. Bidder, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related information and data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.
4. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:
ADDENDUM No.(s) No. 1
5. Bidder acknowledges that neither the Owner nor any of its employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project cancelled for any reason prior to the issuance of the Notice to Proceed.
6. By submitting this Bid, Bidder hereby agrees to all of the terms and conditions of the *Invitation for Construction Bids* and to all of the terms and conditions of the *Instructions to Bidders*. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner. Bidder understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by Owner and agreed to by Bidder.
7. Bidder herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the construction work in accordance with the Bidding Documents:

7.1 BASE BID: \$ 69,200.00

Written: SIXTY NINE THOUSAND TWO HUNDRED DOLLARS

7.2 ALTERNATE BID WORK (as indicated in the Bidding Documents and generally described as follows):
 (Bidder shall STRIKE THROUGH "ADD" or "DEDUCT" so as to clearly indicate the price adjustment offered for each alternate)

ALTERNATE NO. 1: DUCTLESS SPLIT SYSTEM ADD/~~DEDUCT~~ \$ 5,725.00
AIR CONDITIONING SYSTEM
 (to or from BASE BID)

ALTERNATE NO. 2: _____ ADD/DEDUCT \$ _____
 _____ (to or from BASE BID)

ALTERNATE NO. 3: _____ ADD/DEDUCT \$ _____
 _____ (to or from BASE BID)

7.3 UNIT PRICE WORK TO BE INCLUDED IN BASE BID, UNLESS OTHERWISE SPECIFIED
 Bidder offers for the Owner's consideration and use the following UNIT PRICES. The UNIT PRICES offered by Bidder indicate the amount to be added to or deducted from the Base Bid for each item-unit combination. UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with Bidder.

NO.	ITEM	UNIT OF MEASURE	UNIT PRICE
	<u>N/A</u>		

8. BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: 47-362455
 OR
 SOCIAL SECURITY NUMBER: _____

MWBE Compliance Provisions and Instructions Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

Bidder's MBE/WBE Participation: All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms. Bidders must complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required by the Procurement Office shall be deemed non-responsive and will be ineligible for award of the Contract.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal**, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.

AND

Affidavit B – Work to be Performed by Minority and/or Women-owned Firms

OR

Affidavit C – Intent to Perform Contract with Own Workforce, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Bidder shall become a part of any resulting Contract between the Bidder and the City of Charleston. Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: CHARTER ELEVATOR CAROLINAS, LLC



Signature

11/14/2016
Date

SCOTT GASKILL
Print Name

PRESIDENT
Title

Robert M. Lunetta
Witness

Robert M. Lunetta

AFFIDAVIT A
Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of CHAETER ELEVATOR CAROLINAS, LLC
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:

(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- o 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. *Complete Affidavit A, Page 2.*
- o 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- o 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- o 5. Attended any pre-solicitation meetings scheduled by the City.
- o 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- o 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. *(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)*
- o 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- o 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- o 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- o 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date: 11/14/2016 Name of Authorized Officer (Print/Type): SCOTT GASKILL
Signature: [Handwritten Signature]
Title: PRESIDENT

AFFIDAVIT A

Page 2 of 2

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts
(Use as many sheets as necessary)

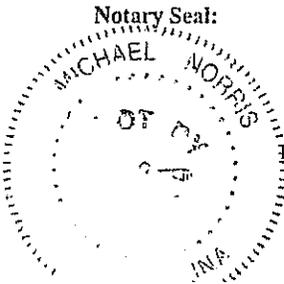
I, SCOTT GASKILL, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact <u>CONTROL ELECTRICAL - ZOLA N. SIMMONS</u>	Minority Firm Address <u>8424 WALTHAM RD, NORTH CHARLESTON, SC 29406</u>
Minority Firm Telephone Number <u>843-830-0315</u> Minority Firm Fax Number <u>843-760-2776</u> DBE Certification Number <u>SPARK WITH MBS MANAGER</u>	Minority Group Type <input checked="" type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
2. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
3. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
4. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 11-12-16 Name of Authorized Officer (Print/Type): SCOTT GASKILL
 Sworn to before me this 12 day of November, 2016
 Notary Public for the State of SOUTH CAROLINA
 My Commission Expires: 01/25/2026
 Print Name: Michael J Norris
 Phone Number: 843 237 7951
 Address: 10577 Ocean Hwy, Pawleys Island SC 29545

Signature: [Signature]
 Title: PRESIDENT



AFFIDAVIT B

**City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses**

Affidavit of CHARTER ELEVATOR CAROLINAS LLC. I hereby certify that on the
(Name of Bidder)

Joe Riley Ball Park Elevator Modernization, Total Project Amount \$ 74,925 WITH ADDENDUM #1
(Project Name)

I will make a good faith effort to expend a minimum of 7.6 % of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
<u>CONTROL ELECTRICAL</u>	<u>B</u>	<u>HVAC/ELECTRICAL</u>	<u>\$ 5725.00</u>
<u>843-830-0315</u>			\$
			\$
			\$
			\$
			\$
			\$

Total MBE Participation: 7.6 % \$ 5725.00

* Minority categories: African American (B); Hispanic (H); Asian American (A), American Indian (I); Woman Owned (W); Other (D)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 11-12-14

Name of Authorized Officer (Print/Type): SCOTT GASLIKE

Signature: [Signature]

Title: PRESIDENT

Sworn to before me this 12 day of November, 2016

My Commission Expires: 01/25/2026

Print Name: Michael V. Norris

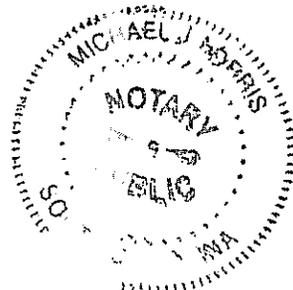
Phone Number: 843 237 7951

Address: 10517 Ocean Hwy, Pawleys Island SC

Michael V. Norris
29585

Notary Public for the State of South Carolina

Notary Seal:



FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Charter Elevator Carolinas, LLC
(Name of Principal)

AS PRINCIPAL, AND Fidelity and Deposit Company of Maryland, as SURETY
(Name of Surety)

are held and firmly bound unto The City of Charleston hereinafter called the "Owner", in the penal sum of five percent (5%) of the amount bid Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated November 14, 20 16, for Project Name: Joe Riley Ballpark Elevator Modernization and Project Number: CP1631.

Now, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

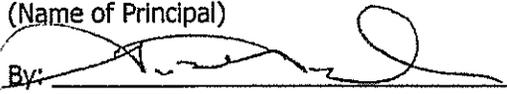
The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 14th day of November, 20 16, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

Charter Elevator Carolinas, LLC

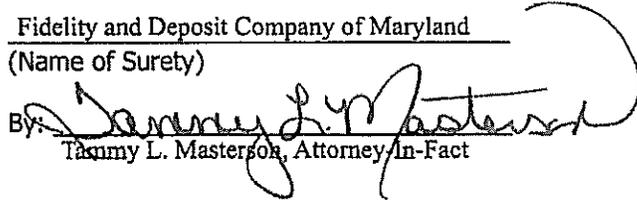
(Name of Principal)

By: 

(SEAL)

Fidelity and Deposit Company of Maryland

(Name of Surety)

By: 

Tammy L. Masterson, Attorney-In-Fact

Sealed and delivered in the presence of:

Ginny Phelps
Ginny Phelps, Witness

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS A. LITTLEFIELD, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Douglas A. STOUGH, Tammy L. MASTERSON, Kyle SHREWSBURY and Jennifer K. WILLIAMS, all of Louisville, Kentucky, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of June, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Eric D. Barnes

Secretary
Eric D. Barnes

Thomas A. Littlefield

Vice President
Thomas A. Littlefield

State of Maryland
County of Baltimore

On this 17th day of June, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS A. LITTLEFIELD, Vice President, and ERIC D. BARNES, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of November, 2016.



Michael Bond
Michael Bond, Vice President

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: J. Frank Newham DEPT. Public Service
SUBJECT: ARDMORE CANAL EMERGENCY BANK STABILIZATION PROJECT
REQUEST: We request approval for B&C Land Development to perform emergency repairs at the Ardmore Canal. Damage occurred during Hurricane Matthew

COMMITTEE OF COUNCIL: Ways & Means **DATE:** December 6, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	<i>Amy Wharton</i>	<input type="checkbox"/>
Dir. Dept. of Public Serv.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div: 050345 Account #: 52240
Balance in Account \$55,999.00 Amount needed for this item \$55,999.00

NEED: Identify any critical time constraint(s). The work was performed as an emergency repair due to the need to stabilize the highly eroded banks. *Work will be submitted for public assistance reimbursement*

CFO's Signature: *Amy Wharton* *[Signature]*
FISCAL IMPACT:

Mayor's Signature: *[Signature]*
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

B&C LAND DEVELOPMENT, INC.

3785 OLD CHARLESTON HWY
 JOHNS ISLAND, SC 29455
 Phone # 843-766-8109
 Fax # 843-766-8158

DATE	INVOICE #
11/9/2016	701

BILL TO
City Of Charleston 75 Calhoun Street. Charleston, S.C. 29402 Engineering Dept. Attn: Frank Newham

TERMS
Net 30

DESCRIPTION	Qty	Rate	AMOUNT
Ardmore Canal- Wantoot			
PR 165533			
Original Contract Repaired Canal Banks with fill dirt & pyramat erosion control, seeded & fertilized canal banks.		39,399.00	39,399.00
Change Order Additional canal bank repaired with 12 loads of fill dirt. Installed pyramat erosion control, seeded & fertilized canal banks.		16,600.00	16,600.00
TOTAL			\$55,999.00







