

City Hall
80 Broad Street
February 11, 2020
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Griffin
2. Approval of Minutes:

January 14, 2020

January 28, 2020
3. Bids and Purchases
4. Police Department: Approval to submit the FFY21 SCDPS Highway Safety Grant application. The grant will fund one officer salary and mileage. The officer will focus on impaired driving enforcement. The application for this grant is due 02/21/20. This grant does not require a City match. The grant will not require retention of the position once the grant is over.
5. Police Department: Approval to submit the FFY21 SCDPS Highway Safety Grant application. The grant will fund one officer salary and mileage. The officer will focus on speed enforcement. The application for this grant is due 02/21/20. This grant does not require a City match. The grant will not require retention of the position once the grant is over.
6. Planning Preservation and Sustainability/Business Neighborhood Services: Approval to renew a Strategic Alliance Memorandum with the United States Small Business Administration to help start, maintain, and expand small businesses. There is no fiscal impact.
7. Parks-Capital Projects: Approval of Stoney Field Concrete Repairs Change Order #2 with Volunteer Restoration, Inc., in the amount of \$28,830 to repair an additional 4,800 linear feet of concrete cracks and coat the interior walls and vomitoria not included in the original contract. Approval of Change Order #2 will increase the construction contract by \$28,830 (from \$241,012 to \$269,842). Funding sources for this project are: 2005 GO Bond (\$399,048), 2018 GO Bond (\$2,600,000), Hospitality Funds (\$1,250,000) and Capital Contribution (\$19,432.50).
8. Parks-Capital Projects: Approval of CPD Forensic Services Building – LED Lighting Agreement with Dominion Energy for the installation and maintenance of 6 lights. This agreement sets the monthly fee at \$179.50 per month for the full initial term of the agreement (10 years). Approval of the lighting agreement will obligate \$179.50 per month (\$2,154 per year) for 10 years which will be paid from the Street Light operating budget (170000-52115).
9. Housing and Community Development: Mayor and City Council are requested to approve a

Resolution and Grant Agreement in the amount of \$20,000,000 authorizing the Charleston Redevelopment Corporation authority to administer proceeds from the General Obligation Bonds to development corporations previously approved by Charleston City Council. The Bond funds shall be used to facilitate the development of affordable rental housing in the City of Charleston. The CRC will provide deferred, forgivable loans to the approved entities as previously determined by the Mayor and City Council and provide inspection and oversight to ensure long-term compliance with the affordability requirements. This request was coordinated with the Community Development Committee of City Council at their meeting held January 30, 2020.

10. Budget Finance and Revenue Collections: An ordinance providing for the issuance and sale of a not exceeding \$7,900,000 Special Obligation Redevelopment Bond (Charleston Neck Redevelopment Project Area), Series 2020, of the City of Charleston, South Carolina, and other matters relating thereto.
11. Police Department: Approval of a contract between the City and Turning Leaf Project. Turning Leaf provides a post release reentry program for recently released inmates. The amount to be paid by the City is \$85,000.
12. Budget Finance and Revenue Collections: Request approval of a resolution expressing the City's intention to make a loan to the WestEdge Foundation, Inc. supporting WestEdge's obligation pursuant to the Infrastructure Development Agreement to pay certain costs incurred by Charleston Horizon Devco, LLC for the installment of public improvement supporting the redevelopment of the WestEdge District, such loan to be secured by a Promissory Note in the form attached to the Resolution in the amount of \$600,000 which loan shall be repaid by TIF Revenues, and further, all outstanding principal and accrued interest shall be due five years after the date of the Note.
13. Office of Cultural Affairs: Approval to apply for funding from the South Carolina Arts Commission to support Office of Cultural Affairs General Operations/Programs for time period 7/1/2020 to 6/30/2023. A 3:1 City match is required. Matching funds will come from foundation support and paid admissions.
14. Stormwater Management: Approval of AECOM Program Management Work Authorization #5 with AECOM in the amount of \$100,655 to provide technical education workshops and prepare technical memoranda to support the regulated community in utilizing the revised Stormwater Design Standards Manuals.
15. Budget Finance and Revenue Collections: Request approval to contribute \$100,000 to the Theodora Park Endowment Fund to be used for the maintenance of the Park. The income from this fund will be directed to the Charleston Parks Conservancy who will perform the ongoing maintenance. This will be funded with 2018 General Fund Reserves.
16. **The Committee on Real Estate: (Meeting was held on February 11, 2020 at 4:00 p.m., City Hall, First Floor Conference Room, 80 Broad Street)**
 - a. Authorization for the Mayor to execute a MOU between the City and the Gaillard Management Corporation which sets out the agreement between the parties related to the

installation of pipe penetration in the Gaillard Center complex to allow for cabling related to the Democratic National Committee debate to be held at the Gaillard Center on February 25, 2020. There is no cost to the City. (TMS: 458-01-01-001)

- b. Discussion regarding Greenbelt funding application for the purchase of approximately 11.25 acres adjacent to the Johns Island Park for the purpose of expanding park facilities and improving pedestrian/bicycle connectivity on Johns Island

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Tom O'Brien/Ben Dellucci DEPT. Public Service/Fleet

SUBJECT: THOMAS BUILT BUS BODY WITH A 2020 CHEVROLET CHASSIS

REQUEST: Approval to purchase a Thomas Built Bus Body with a 2020 Chevrolet Chassis from Interstate Transportation Equipment, Inc., PO Box 9163, Columbia, SC 29290. SC Contract #4400015368.

COMMITTEE OF COUNCIL: Ways & Means DATE: February 11, 2020

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"/> |
| Public Service/Fleet | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <i>B. Dellucci</i> | <input type="checkbox"/> |
| Procurement Director | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <i>Gregory Long</i> | <input type="checkbox"/> |

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

If yes, provide the following: Dept./Div.: 062020 Account #: 58010 *all*

Balance in Account *** Amount needed for this item \$57,770.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: *W. [unclear]*, Deputy CFO for Amy [unclear], CFO

FISCAL IMPACT: *2020 Lease Purchase Funds are*
The vehicle is being purchased for the Recreation Dept.

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.



**INTERSTATE TRANSPORTATION EQUIPMENT, INC (803) 776-5041
P.O. BOX 9163 COLUMBIA, SC 29290**

January 2, 2020

CITY OF CHARLESTON / STATE CONTRACT # 4400015368

**Thomas Built Buses Body/Chevrolet Chassis
15-Passenger (14 + driver) Multi-Function School Activity Bus**

CERTIFIED MULTI FUNCTION SCHOOL ACTIVITY BUS, COMPLIES WITH APPLICABLE FEDERAL FMVSS

CHASSIS SPECIFICATIONS

| | |
|--|---|
| 2020 Chevrolet Model G31503 (dual rear wheels) | V8, 6.0L Liter Gasoline Engine |
| 4-Speed Automatic Transmission w/ Overdrive | 300 HP Engine / 360 Torque |
| Power Hydraulic Brakes w/ 4 Wheel Antilock | Dual 600CCA Batteries |
| 10,050 Gross Vehicle Weight Rating (GVWR) | (2) 12-Volt Power Outlets + (1) 120-Volt Outlet |
| Front Heater & Defroster | 33-Gallon Fuel Tank |
| L17225/75Rx16/E Radial Tires | 139" Wheelbase |
| Delco 220-Amp Alternator | Driver's Side Door |
| Daytime Running Lights | Disc Wheels (factory silver) |
| One Piece Windshield | Chrome Package (firt bumper/grille/headlight upgrade) |
| Driver's Air Bag | Beverage Holders on Engine Console |
| Intermittent Windshield Wipers | Power Steering, Tilt Steering Wheel/Cruise Control |
| 3 Year/36,000 Mile GM Chassis Warranty (5 yr or 60K -Powertrain) | Cloth Upholstery on Driver's Seat + Armrest |

BODY SPECIFICATIONS

| | |
|---|--|
| Thomas Model 041MS (DRW), 20' Overall Length (bumper-to-bumper) | 14 Passenger Seating Capacity + Driver |
| Manufactured in High Point, NC, USA | All FMVSS Exterior Lights |
| 16 Gauge Smooth Aluminum Exterior Side Panels | 22 Gauge Aluminum Interior Side Panels |
| One Static Exhaust Ventilator | Three Exterior Side Guard Rails |
| One Piece Steel Roof Bows-16 Gauge | Two Internal Roof Guard Rails |
| 2" Polyester Insulation-Headlining, Side, Rear Walls, Roof Bows | Saf-T-Vue Window Forward of Entrance Door |
| Full Body Undercoating for Corrosion Protection | Leftside Handrail @ Entrance |
| ½" Plywood Sub-Floor Reinforcement w/ Black Rubber Floor Covering | Rear Emergency Door-33"x54" Opening |
| Outward Opening Passenger Entrance Door | Interior Compartment above Windshield |
| Upper & Lower Rear Emergency Door Glass | Interior Painted Light Grey |
| Electrical Switches- Heavy Duty, Back-Lit, Rocker Type | Interior Paint- Baked on Enamel |
| Exterior Paint- Baked on High Solids Polyurethane | Gray Vinyl Seat Upholstery |
| Seatbelts for All Passengers (lap-type) | Crossview Mirror System |
| "Eurostyle" Flat/Convex Exterior Rearview Mirrors | 12" Upper Split Sash Passenger Windows |
| Passenger Windows- Tempered Safety Glass | Set of 3 Triangular Warning Devices |
| Two Pushout Emergency Windows-1 per side | Backing Safety Horn when Transmission in Reverse |
| First Aid/Body Fluids Cleanup Kit/Fire Extinguisher- 5 lbs./ Seat Belt Cutter | Reflective Markings @ Emergency Exits |
| 5 Year/Unlimited Mile THOMAS <u>Body Structure</u> Warranty | 6"x16" Interior Rearview Mirror |
| 50,000 BTU Rear Passenger Heater w/ Shut-off Valves under Hood | |

OPTIONAL EQUIPMENT INCLUDED

| | |
|--|-------------------------------------|
| Exterior Painted White (DARK GREEN trim to MATCH FLEET) | Tinted Passenger Windows |
| Front & Rear Air Conditioning (flush mount, rear in-wall design) 60K BTU | Black Window Frames |
| High Back Seats w/ Amrest/Headrest/Lumbar, Gray Seat Upholstery | AM/FM/CD w/ 4 Rear Speakers |
| Interior Acoustic Headlining/Sound Abatement Package- Full Length | Rear Mud Flaps |
| Multi-Function School Activity Bus (no stop arm/warn lts/cross. gate) | Vandal Lock for Rear Emergency Door |
| Interior Overhead Storage Racks, ceiling mounted | |
| CITY OF CHARLESTON on sides, RECREATION DEPARTMENT front/rear (to match fleet) | |
| Special Needs Package: Braun Wheelchair Lift, 1-Wheelchair tie-down system, 1-track mounted passenger seat | |

PURCHASE PRICE \$ 57,270.00 (+ \$ 500.00 SC IMF tax + \$ 35. EVR temp tag fee)

*** Buses available for delivery May/June 2020. Subject to prior sale.**

NOTE: PLEASE ORDER BY 2/21/20 AS THIS IS WHEN THE CURRENT 3-YEAR STATE CONTRACT ENDS. THE NEW 3-YEAR STATE CONTRACT STARTS 2/22/20 AND THERE IS AN APPROX. \$ 3900.00 INCREASE.



Minotour[®]

From after-school youth groups to senior center outings, a safe, comfortable mode of transportation is non-negotiable. That's why we equipped the compact Minotour with all the peace-of-mind features that come standard in our larger buses, like the one-piece skirt-to-skirt roof bows and the wrap-around bumper. And while safety comes standard in every Minotour, an impressive list of features can be customized to best serve your passengers. Since 1936, Thomas Built has been building safe buses to meet the needs of passengers, drivers and the community. And with one of the most extensive dealer networks in the industry, there's always support nearby when you need it.

SPECIFICATIONS

Passenger capacity

Up to 30

Wheelbase

Ford[®] Chassis: 138" or 158"

GM[®] Chassis: 139" or 159"

GVWR

SRW 10,100 lbs., DRW 10,050-14,500 lbs.

Engine

GM gas 4.8L V8, 6.0L V8;

GM diesel 6.6L V8;

Ford gas 5.4L V8, 6.8L V10

Propane option

GM 6.0L LPG, with fully-integrated liquid propane injection system

CNG option

GM 6.0L Vortec powered by IMPCO Automotive



Because every mile matters.

Minotour

SAFETY

- Meets or exceeds FMVSS/CMVSS
- Built like a full-size school bus
- Safety cage body construction with one-piece skirt-to-skirt roof bows
- Two internal roof crash rails for rollover protection
- Daytime running lights
- Four-wheel anti-lock brakes
- 42" x 47" glass-paneled rear emergency door

DRIVABILITY/COMFORT

- 73" interior headroom
- Interior dome lights
- Driver-friendly ergonomic instrument panel
- 6" x 16" interior rearview mirror with padded edges
- Thermal poly fiber insulation

DRIVER VISIBILITY

- Driver control panel placed overhead
- Manually-operated front entrance door
- 306 square-inch Saf-T-Vue window

SERVICEABILITY

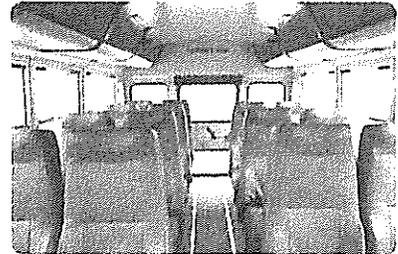
- Electronics mounted in interior service compartment with light
- Main circuit breaker located inside entrance door as master power to body
- Access to lights from inside the bus

OPTIONS

- Wheelchair lift with 44" wide door
- Remote control/heated mirrors
- Driver's step
- Electrically-operated front entrance door
- Dash and rear A/C
- Various seat options available: bench seat without belts, with lap belts, with 3-point belts; latch; integrated child seat; or coach-style seating
- Roof hatch
- Third center LED brake light
- Child reminder system
- Acoustical headlining
- Manual reset electrical circuit breakers
- Reading lights
- Overhead book racks
- Exterior graphics



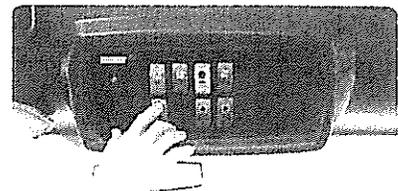
Integrated child seat with seatbelt is one of many seating options.



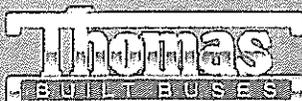
Center aisle with optional book racks and coach-style seating.



The Saf-T-Vue window offers 306 square inches of glass for optimal exterior visibility.



Driver switches located overhead for easy access and enhanced loading visibility.



Because every mile matters.



Visit thomasbus.com for more information.
1406 Courtesy Rd., High Point, NC 27040

Tel: 336-889-6071

Fax: 336-889-6000

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Luther Reynolds DEPT. Police Department

SUBJECT: 2020 CHEVROLET MALIBU

REQUEST: Approval to purchase ten (10) each 2020 Chevrolet Malibu vehicles
From Love Chevrolet, 100 Parkridge Dr., Columbia, SC 29212.
SC Contract #4400019850

COMMITTEE OF COUNCIL: Ways & Means DATE: February 11, 2020

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"/> |
| Police Department | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Luther Reynolds</u> | <input type="checkbox"/> |
| Procurement Director | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Gayley</u> | <input type="checkbox"/> |

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

If yes, provide the following: Dept./Div.: 062020 Account #: 58010 *enl*

Balance in Account * Amount needed for this item \$191,810.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: *Mattie E. Depp* *Deputy CFO for Army White, CFO*

FISCAL IMPACT: 2020 Lease Purchase Funds *enl*

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
South Carolina

PURCHASE REQUEST FORM

Requestor: Scott Newsome Date: 1/23/20 Ship To Location: Charleston PD

Department: Police Division: Fleet

SUGGESTED SUPPLIER: Love Chevrolet

Approval:

Table with 4 columns: Company Name, Address, Phone Number, Contact Name. Row 1: Love Chevrolet, 100 Parkridge Dr, Columbia, SC 29212, 803-794-9004, Don Lockhart 803-513-5905

PURCHASE REQUESTS:

Main table with 7 columns: Item#, Quantity, Unit, Part Number, Description, Unit Price, Ext. Price. Contains 28 rows of item details and a summary row for State Tax and Total.

Signature of Scott G. Newsome, Director, Fleet, dated 1/27/20

Signature of Luther Reynolds, dated 1-27-20

Requisitioner/Title, Authorized Approval/Title, Appropriation Approval

Sedan-4G: Sedan, Intermediate, 4-Door, 5-Passenger, Gasoline

| | | | |
|---------------------------------|-----------------------------------|--------------------|--|
| <u>Contract Number:</u> | 4400019850 | <u>Contractor:</u> | Love Chevrolet Company |
| <u>Initial Contract Term:</u> | 11/1/18 – 10/31/19 | <u>Address:</u> | 100 Parkridge Dr Columbia, SC 29212 |
| <u>Contract Rollover Dates:</u> | 11/1/19 – 10/31/20 | <u>Vendor #:</u> | 7000044959 |
| <u>Order Cutoff Date:</u> | | <u>Contact:</u> | Donna Casey |
| <u>Model:</u> | Chevrolet Malibu – 1FL | <u>Email:</u> | governmentsales@loveauto.com |
| <u>Commodity Code:</u> | 07104 | <u>Telephone:</u> | (803) 794 – 9004 |
| <u>Delivery:</u> | 90 days ARO | <u>Fax:</u> | (803) 926 – 7467 |

BASE PRICE = \$17,678.00

* Click on the link above for an itemized listing of items included in the base price.

Optional Additions

Vehicle Backup Camera System Factory Standard
Bluetooth/Hands Free Calling Factory Standard

Optional Deductions

Delivery Fee (per vehicle) \$ 15.00
Non-State Agencies ONLY

Delivery Information

Distance from Dealership to SFM Delivery Point 9 miles
Delivery price per mile in excess of 9 miles \$ 1.67
Non-State Agencies ONLY



SINCE 1961

LOVE CHEVROLET COMPANY
100 PARKRIDGE DR
Columbia, South Carolina 29212
(803) 794-9004
DON LOCKHART 803-513-5905
dlockhart@loveauto.com

2020 CHEVROLET MALIBU 1FL
STATE CONTRACT #4400019850
BASE PRICE

\$17678.00

INCLUDES:

LS EQUIPMENT GROUP
1.5L TURBO 4 CYL DI GAS ENGINE
CVT TRANSMISSION(AUTOMATIC)
A/C,TILT AND CRUISE
POWER WINDOWS,LOCKS AND MIRRORS
KEYLESS REMOTE(2)
KEYLESS PUSH BUTTON START
FRONT BUCKET SEATS -CLOTH
FULL CARPETED FLOOR COVERING WITH MATS
ELECTRIC REAR WINDOW DEFOGGER
REAR VISION CAMERA
8"SCREEN AM/FM STEREO RADIO -TOUCH SCREEN
BLUETOOTH CAPABLE
16" ALUMINUM WHEELS

ADDS:

POWER DRIVERS SEAT 8 –WAY \$ 384.00
INCLUDES POWER LUMBAR
SAFETY CONFIDENCE PACKAGE \$ 519.00
BODY COLOR POWER MIRRORS
REAR PARK ASSIST
LANE CHANGE ALERT
SIDE BLIND ZONE ALERT
REAR CROSS TRAFFIC ALERT

EXTERIOR COLORS- MOSAIC BLACK-WHITE-SILVER
ICE METALLIC-SHADOW GRAY
INTERIOR-CLOTH MEDIUM ASH GRAY OR EBONY

SC IMF FEE \$ 500.00
DELIVERY TO GLOBAL SAFETY \$ 100.00
TOTAL PER UNIT ORDERED \$19181.00

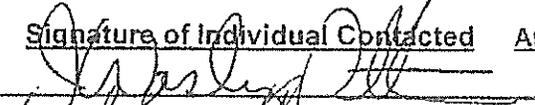
COMMITTEE / COUNCIL AGENDA

3c.)

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: MDT SERVICES ANNUAL MAINTENANCE AND SUPPORT (POLICE DEPARTMENT)
REQUEST: APPROVAL OF ANNUAL MAINTENANCE AND SUPPORT FOR POLICE MOBILE DATA TERMINAL (MDT) SERVICE FROM CHARLESTON COUNTY, SOLE SOURCE VENDOR, FOR CONSOLIDATED DISPATCH MOBILE CAD OPERATIONS.

COMMITTEE OF COUNCIL: Ways & Means DATE: February 11, 2020

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"/> |

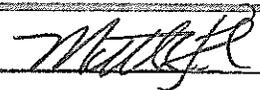
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: IT Account #: 235000-52206

Balance in Account \$1,378,045.00 Amount needed for this item \$97,658.55 *cc*

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

NOTES:

CFO's Signature:  Deputy CFO for Army Whelan, CFO

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.



Amy Fletcher
Charleston County Consolidated 9-1-1 Center
8500 Palmetto Commerce Parkway
Main: 843-529-3700 Fax: 843-529-3737
Afletcher@charlestoncounty.org

DATE January 20, 2020

TO Wes Ratterree
City of Charleston Police Department
2 George St., Suite 2800
Charleston SC 29401
843-805-3220

PAYMENT TERMS

DUE DATE

| DESCRIPTION | UNIT PRICE | LINE TOTAL |
|---|------------|------------|
| Please remit payment to Charleston County Consolidated 9-1-1 Center for MDT Services Rendered for the following period: | | |
| FY20 January 1, 2020-December 31, 2020 | | |
| MDT Annual Support and Maint. - 204 Licenses | 89,595.00 | 89,595.00 |
| <i>City of Charleston POLICE dept.</i> | | |

SUBTOTAL \$ 89,595.00

TOTAL \$ 89,595.00

Make all checks payable to Charleston County Consolidated 911 Center

WR
1-27-2020

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Information Technology

PRODUCT: MDT Annual Support and Maintenance (Police Department)

REQUISITION NUMBER: PR200 ____

VENDOR: Charleston County

DATE: January 27, 2020

1. Please state the use for this/these product(s).

Required annual maintenance and support for the Police Department's Mobile Data Terminals (MDT's) that are used for mobile access and dispatching from the Charleston County Consolidated Dispatch.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.

No.

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.

Charleston County is the managing partner and provider of the Consolidated Dispatch service and provides all licensing to local municipalities. This is a reimbursement payment to the County who directly pays the software vender through their contract arrangement.

4. Have you evaluated comparable products within the last two years?

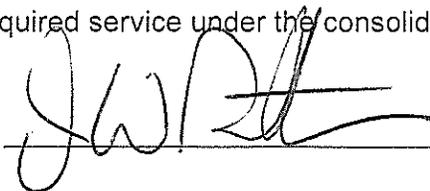
____ YES or NO X

If yes, please state the complete results of the evaluation.

If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time.

This is a required service under the consolidated dispatch agreement with Charleston County.

SIGNATURE



TITLE

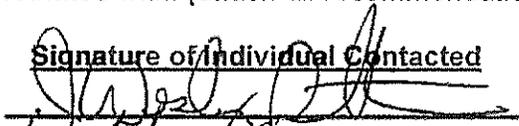
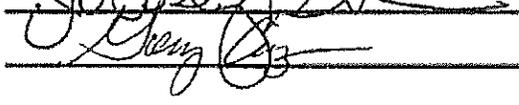
CIO

COMMITTEE / COUNCIL AGENDA

3d.)

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: CELLULAR APPLIFICATION SYSTEM
REQUEST: APPROVAL OF PURCHASE OF CELLULAR AMPLIFICATION SYSTEM FOR POLICE DEPARTMENT HEADQUARTERS BUILDING. SOLE SOURCE VENDOR.
COMMITTEE OF COUNCIL: Ways & Means DATE: February 11, 2020

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

| | Yes | N/A | <u>Signature of Individual Contacted</u> | <u>Attachment</u> |
|------------------------|-------------------------------------|--------------------------|--|-------------------------------------|
| 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"/> |

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

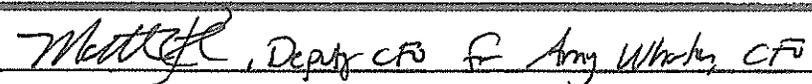
If yes, provide the following: Dept./Div.: IT Account #: 235000-52206
235000-52740

| | | | |
|--------------------|-----------------------|-----------------------------|--------------------|
| Balance in Account | \$1,378,045.00 | Amount needed for this item | \$15,762.00 |
| | \$82,500.00 | | \$45,767.73 |

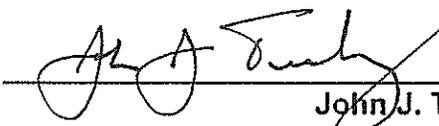
cc
cc

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

NOTES: Provides vendor-agnostic cellular amplification for the interior areas of the Police Department headquarters building to address weak-to-no signal for mobile voice and data communications within the facility for Police smartphones and other mobile data devices. This is an expansion of the existing system located in the Gaillard Center and several other City facilities.

CFO's Signature:  Deputy CFO for Amy Winkler, CFO

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.

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Information Technology

PRODUCT: Cellular Amplification System Addition to Police Headquarters (180 Lockwood Dr.)

REQUISITION NUMBER: PR200721

VENDOR: PakNet, LLC

DATE: January 28, 2020

1. Please state the use for this/these product(s).

Expansion of existing cellular amplification system within City facilities to include the Police Department Headquarters building to address weak-to-no wireless broadband signals for mobile device communications.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.

No. PakNet installed the initial core system in the Gaillard Center, provides annual support and maintenance for this system across multiple City facilities and must install any new components/expansions.

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.

PakNet installed the initial core system in the Gaillard Center, provides annual support and maintenance for this system across multiple City facilities and must install any new components/expansions. To do otherwise would create a disparate, spilt system, increase support requirements and administrative overhead as well as costs.

4. Have you evaluated comparable products within the last two years?

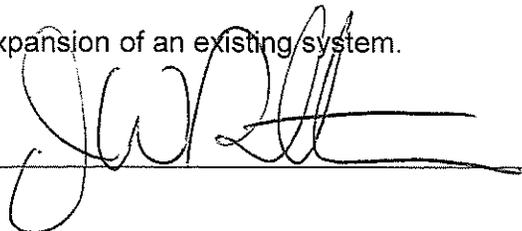
___ YES or NO X

If yes, please state the complete results of the evaluation.

If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time.

This is an expansion of an existing system.

SIGNATURE



TITLE

CIO



PakNet Technologies

346 N. Jefferies Blvd
Walterboro South Carolina 29488
(855) 4 PakNet 8437824046
admin@phonesignal.net

Estimate Date : 01.09.20

Expiry Date : 07.08.20

Reference# : Police Dept HQ Cell
Signal Passive DAS
System

Approval Signature : Please sign and submit
PO for estimate approval

Bill To
City of Charleston
2 George St.
29401 Charleston

| Item & Description | Qty | Rate | Amount |
|---|--------|-----------|-----------|
| WilsonPro 1300/1300R Wall/Rack Mount Cellular Signal Antenna System Powerful Professional Grade Signal Booster For Large Commercial Buildings and Medium Enterprise. Up to 40,000 sq ft with +70 dB gain and +26 dBm uplink. Three outdoor antenna ports to target multiple carrier towers | 4 | 4,595.00 | 18,380.00 |
| Outdoor Building Directional Antenna Wilson Outside Building Directional Antenna is a 700-2500 MHz wide band antenna suitable for use with all carrier bands and applications. Pipe mounting hardware is included. Non-penetrating mount, block, sandbags, wire management | 4 | 725.00 | 2,900.00 |
| WilsonPro Low Profile Dome Antenna Enterprise Low Profile Dome Antenna with Reflector and Hard Ceiling Mount-N-Female (kit)10 in pigtail | 26 | 249.99 | 6,499.74 |
| Misc Cable and Equipment Power protection UPS battery backup, N connectors, additional 1ft LMR jumpers, and coax couplers. lightning arrester, ground wiring/hardware. Mounting hardware for walls, ceiling, outdoor. EZ 1/2 Male End Connectors, Wilson taps, -3db 2-way, and -4.5db 3-way splitters. Wire management | 4 | 1,134.00 | 4,536.00 |
| Ultra Low Loss Coax Cable Plenum Rated Ultra Low Loss 3/8" - 1/2" Coaxial Cable with N Type Connectors. Weatherproof high grade shielding. Plenum rated -3dB -6dB loss per 100ft | 1 1 | 9,673.00 | 9,673.00 |
| Cellular Amplification System Integration Installation Install and configure all hardware and equipment. Mount Repeaters/Amplifiers in optimal location, run all low loss coaxial RF cabling, lightning arrester, jumpers, splitters, and connectors. Install and mount outdoor Yagi signal antennas. Install non-penetrating roof mount, cinder blocks, sandbags. Install and mount all indoor antennas and run/fish/blow cabling into existing conduit. Use J hook tracks if needed. Implement wire management and conceal cabling. Setup range and signal testing. Configure and adjust gain for optimal signal strength. Setup | 1 | 15,762.00 | 15,762.00 |

| Item & Description | Qty | Rate | Amount |
|--------------------|-----|------|--------|
|--------------------|-----|------|--------|

and add systems into cloud account. Ensure connectivity and signal in all areas proposed.

| | |
|---------------------------|--------------------|
| Sub Total | 57,750.74 |
| Charleston Sales Tax (9%) | 3,778.99 |
| Total | \$61,529.73 |

Notes

Looking forward to your business. Any inquiries please contact us at our office location.

Terms & Conditions

Customer must allow a minimum of 5 business days lead time to plan, coordinate, and procure all equipment needed after estimate approval. Certain products, services, or projects may require more or less coordination and planning time depending on size and scope. Customer must complete any internal preparations needed to start project and allow time to complete. PakNet will not be liable for unforeseen issues that may arise prolonging completion. In the case of any unforeseen issues requiring additional hardware/software or changes in labor will be explained to customer and approved before continuation of project. Customer requested changes will reflect on invoice. Realistic due dates and project completion times must be expected. Certain technical upgrades or equipment replacement projects may cause down time. Any down time will be planned and explained in detail to customer prior to implementation.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds DEPT. Police
SUBJECT: POLICE DEPARTMENT – FFY 2021 SCDPS HIGHWAY SAFETY GRANT
REQUEST: To approve the submission of FFY21 SCDPS Highway Safety Grant Application. The grant will fund one officer salary and mileage. The officer will focus on impaired driving enforcement.

COMMITTEE OF COUNCIL: W&M DATE: February 11, 2020

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"/> |
| <u>Chief of Police</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Luther Reynolds</u> | <input type="checkbox"/> |
| <u>Grants Coordinator</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Chelsea Taylor</u> | <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).
The application for this grant is due 02/21/20.

CFO's Signature: Amy Wharton

FISCAL IMPACT:
This grant does not require a City match.

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

JOHN J. TECKLENBURG
Mayor

South Carolina

LUTHER T. REYNOLDS
Chief of Police

POLICE DEPARTMENT

MEMORANDUM

To: Mayor Tecklenburg
City Council

From: Luther Reynolds, Chief of Police *LTR 2-3-20*

Subject: SC Department of Public Safety - Highway Safety Grant FFY2021

Date: 11 February 2020

The purpose of this memorandum is to request permission for the Charleston Police Department's submission of the FFY 2021 SC Department of Public Safety (SCDPS) Highway Safety Grant Application. The grant is due on February 21st.

If awarded, the grant-funded officer would focus on the issue of impaired driving. The goals of the project are to reduce traffic collisions, namely those related to impaired driving. The grant would fund the salary of one traffic officer, vehicle mileage and cellular data service. No City match is required for this grant.

This project would be managed by the Traffic Division at the Charleston Police Department under Lieutenant Kristy McFadden. Please do not hesitate to email me at <taylorch@charleston-sc.gov> should you have any questions or concerns.



COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds DEPT. Police
SUBJECT: POLICE DEPARTMENT – FFY 2021 SCDPS HIGHWAY SAFETY GRANT
REQUEST: To approve the submission of FFY21 SCDPS Highway Safety Grant Application. The grant will fund one officer salary and mileage. The officer will focus on speed enforcement.

COMMITTEE OF COUNCIL: W&M **DATE:** February 11, 2020

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"/> |
| Chief of Police | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Luther Reynolds | <input type="checkbox"/> |
| Grants Coordinator | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Chelsea Taylor | <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).
The application for this grant is due 02/21/20.

CFO's Signature: Amy Wharton

FISCAL IMPACT:
This grant does not require a City match.

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

JOHN J. TECKLENBURG
Mayor

South Carolina

LUTHER T. REYNOLDS
Chief of Police

POLICE DEPARTMENT

MEMORANDUM

To: Mayor Tecklenburg
City Council

From: Luther Reynolds, Chief of Police *LTR 2-3-20*

Subject: SC Department of Public Safety - Highway Safety Grant FFY2021

Date: 11 February 2020

The purpose of this memorandum is to request permission for the Charleston Police Department's submission of the FFY 2021 SC Department of Public Safety (SCDPS) Highway Safety Grant Application. The grant is due on February 21st.

A high number of local collisions are caused by speeding drivers. The goals of the proposed project are to increase speeding and seatbelt enforcement in an effort to reduce traffic collisions. If awarded, the grant would fund the salary of one traffic officer, vehicle mileage, and cellular data service. No City match is required for this grant.

This project would be managed by the Traffic Division at the Charleston Police Department under Lieutenant Kristy McFadden. Please do not hesitate to email me at <taylorch@charleston-sc.gov> should you have any questions or concerns.



COMMITTEE / COUNCIL AGENDA

6.)

TO: John J. Tecklenburg, Mayor
FROM: Meg Thompson DEPT. PP&S/BNS
SUBJECT: MOU with Small Business Administration
REQUEST: Mayor's signature to renew agreement with SBA for small business programming - no fiscal impact

COMMITTEE OF COUNCIL: Ways & Means DATE: 01/28/2020 ^{BY} 02/11/2022

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 checked="" 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"/> |

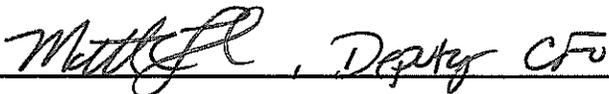
FUNDING: Was funding previously approved? Yes No N/A

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

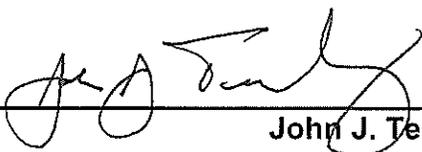
Balance in Account N/A Amount needed for this item N/A

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

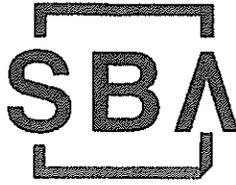
NEED: Identify any critical time constraint(s).

CFO's Signature:  Deputy CFO

FISCAL IMPACT: n/a

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.



U.S. Small Business
Administration

Strategic Alliance Memorandum

between the

United States Small Business Administration

and the

City of Charleston

Business and Neighborhood Services

I. PURPOSE

The United States Small Business Administration (SBA) and the City of Charleston (each a “Party” or, collectively the “Parties”) are joined by a common mission; **helping start, maintain, and expand small businesses**. The Parties will work together in the spirit of cooperation and open communications, consistent with law, with the primary goal of meeting the needs of the small business community.

The City of Charleston’s Business and Neighborhood Services is a municipal department of the City whose mission is to provide excellent customer service and effective communications to business owners and residents to ensure they are able to work, live, grow, and play in a vibrant City of Charleston while leading systematic and comprehensive growth initiatives to ensure livability, connectivity, and a healthy economic impact. Non-profit.

The mission of the SBA is to aid, counsel, assist and protect the interests of small business by providing financial, contractual and business development assistance and advocating on their behalf within the government. SBA district offices deliver SBA programs and services to the public. Each Party has separate services and resources which, when delivered in coordination with each other, will provide maximum benefits to the small business communities served.

The purpose of this Strategic Alliance Memorandum (SAM) is to develop and foster mutual understanding and a working relationship between the SBA and The City of Charleston in order to strengthen and expand small business development in the local area.

The Parties acknowledge that beyond the information sharing contemplated under this SAM, any specific joint training and outreach activities will require a separate signed agreement developed pursuant to SBA's Cosponsorship Authority.

In order to further their common goals, the Parties agree to the following:

II. SCOPE AND RESPONSIBILITIES

SBA Undertakings:

Within the limits of its available and/or appropriated resources, the SBA through its South Carolina District Office will:

- Provide the City of Charleston with up-to-date information about SBA's programs and services.
- Make available, upon request, information regarding SBA's resource partners, including but not limited to, the Small Business Development Centers (SBDCs), SCORE, and the Women's Business Centers (WBCs) (collectively, "SBA's Resource Partners").
- Make available, upon request and subject to their availability, SBA pamphlets, brochures, and other publications.
- Advise the City of Charleston of events that may impact its mission.
- Provide speakers, consistent with SBA rules and policy, to participate in the City of Charleston's workshops, conferences, seminars and other activities to discuss SBA financing, government contracting and other business topics.
- Invite the City of Charleston's clients/members to attend local SBA-sponsored events and offer SBA-sponsored training at the City of Charleston's location when appropriate.
- Provide a text-only hyperlink from SBA's website to the City of Charleston's website pursuant to SBA's linking policies.
- Provide information to the City of Charleston's staff on SBA programs and services available to local small businesses.
- Assign a local point of contact to serve as liaison between SBA and the City of Charleston.

City of Charleston Undertakings:

Within the limits of its available and/or appropriated resources, the City of Charleston will:

- Cooperate with SBA's Resource Partners to provide information to its clients/members about business development services to small businesses when appropriate.
- Keep abreast of and disseminate up-to-date information provided by SBA when appropriate.
- Make available to its clients/members SBA pamphlets, brochures, and other publications.
- Inform the City of Charleston's small business clients/members of SBA's programs and services including referrals to SBA's Resource Partners when appropriate.
- Upon request, provide speakers for SBA-sponsored events when appropriate.
- Provide a text-only hyperlink from the City of Charleston's website to SBA's website.
- Assign a local point of contact to serve as liaison between the City of Charleston and SBA.

III. USE OF NAME AND LOGO

All materials bearing either the SBA or City of Charleston name or logo must be approved in advance by the party desiring to use the other party's name and logo. Use of either party's name or logo must be accompanied by the following statement: "Use of this logo is authorized by a Strategic Alliance Memorandum dated _____. Reference to the SBA or the City of Charleston is not an endorsement of the views, opinions, products or services of any person or entity." The names and logos may only be used to promote SBA and the City of Charleston's programs, activities, and services. Logos cannot be used in a way that suggests that the other party is endorsing any individual, organization, product, or service or in a way which implies that an improper relationship exists between SBA and the City of Charleston and/or an outside party. Logos also must not be used in any manner that is liable to bring either party into a negative light, such as in connection with any products or services related to alcohol, gambling or adult entertainment industries. Further, the logos must not be used in connection with any political activities, lobbying efforts, or in conjunction with any religious activity.

The "U.S. Small Business Administration" name shall be used only in a factual manner, consistent with applicable law, and shall not promote or endorse any products or services of any entity including but not limited to the City of Charleston. Nothing in this SAM permits the City of Charleston to use the SBA official seal.

IV. TERM

Cooperation under this SAM will commence upon signing by both Parties and will continue for a period of two years from date of signature unless otherwise terminated by one or both Parties as per paragraph VI below.

V. AMENDMENT

The Parties agree to consult each other on any amendment, modification or clarification to the provisions of this SAM. This SAM may only be amended or modified in writing and shall be consistent with applicable laws, regulations and SBA policy.

VI. TERMINATION

Either Party may discontinue its participation under this SAM at any time, with or without cause, upon thirty (30) days written notice to the other Party.

VII. RELATIONSHIP

This SAM does not authorize the expenditure of any funds. Accordingly, this SAM shall not be interpreted as creating any binding legal obligations between the Parties nor shall it limit either Party from participating in similar activities or arrangements with other entities. Nothing contained herein shall be construed to create any association, partnership, joint venture or relation of principal or agent or employer and employee with respect to the City of Charleston and SBA.

VIII. RESPONSIBLE PROGRAM OFFICIAL

The SBA Responsible Program Official for this Strategic Alliance Memorandum is William H. Furman, Senior Area Manager.

IX. POINTS OF CONTACT

The points of contact for administrative matters pertaining to this SAM are:

City of Charleston:

Name: Meg Thompson

Title: Program Coordinator, Division of Business & Neighborhood Services

Address: 2 George Street, Third Floor, Charleston, SC 29401

Email: thompsonm@charleston-sc.gov

U.S. Small Business Administration:

Name: William H. Furman

Title: Senior Area Manager

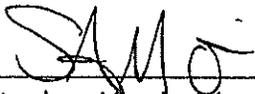
Address: 3294 Ashley Phosphate Road, Suite 1D, N. Charleston, SC 29418

Email: William.furman@sba.gov

X. SIGNATURES

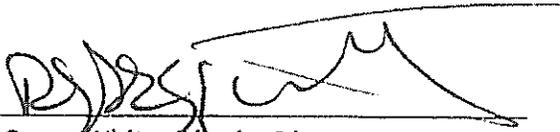
The signatories below represent that they have the authority to make such commitments on behalf of their respective organization. This SAM may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

U.S. Small Business Administration:



Stephen Morris, Director of Strategic Alliances

12-13-19
Date



R. Gregg White, District Director
South Carolina District Office

12-17-19
Date

City of Charleston:

John Tecklenburg, Mayor
City of Charleston

Date

From: [Herdina, Susan](#)
To: [Thompson, Meg](#)
Cc: [Herring, Amanda](#); [Lindsey, Jacob](#)
Subject: RE: SAM Agreement
Date: Tuesday, January 14, 2020 12:09:27 PM

Yes. Thanks

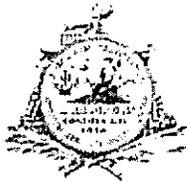
From: Thompson, Meg <thompsonm@charleston-sc.gov>
Sent: Tuesday, January 14, 2020 10:31 AM
To: Herdina, Susan <HERDINAS@charleston-sc.gov>
Cc: Herring, Amanda <HERRINGA@charleston-sc.gov>; Lindsey, Jacob <lindseyj@charleston-sc.gov>
Subject: RE: SAM Agreement

Hi Susan –

We're meeting with William Furman with the SBA tomorrow, and I'd like to give him an update. They have made the changes Janie outlined in the attached email and have signed the document. Are you okay with us moving forward to get this on the next Ways and Means agenda?

Thank you!

Meg Thompson | Director of Business & Neighborhood Services Division
City of Charleston | Department of Planning, Preservation, & Sustainability
2 George Street | Suite 3600 | Charleston, SC 29401
T: (843) 958-6107 | thompsonm@charleston-sc.gov | www.charleston-sc.gov



City of Charleston

From: Thompson, Meg
Sent: Tuesday, January 7, 2020 5:37 PM
To: Herdina, Susan <HERDINAS@charleston-sc.gov>
Subject: RE: SAM Agreement

Hi Susan –

Following up on this. The SBA accepted Janie's edits and signed the agreement. Can we move forward with getting this on a council agenda?

Thank you!

Meg Thompson | Director of Business & Neighborhood Services Division
City of Charleston | Department of Planning, Preservation, & Sustainability

2 George Street | Suite 3600 | Charleston, SC 29401
T:(843) 958-6407 | thompsonm@charleston-sc.gov | www.charleston-sc.gov



City of Charleston

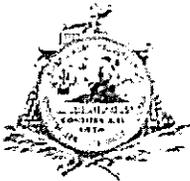
From: Thompson, Meg
Sent: Tuesday, December 17, 2019 2:58 PM
To: Herdina, Susan <HERDINAS@charleston-sc.gov>
Subject: FW: SAM Agreement

Hi Susan –

It looks like the SBA accepted Janie's edits to the agreement and have it ready for the Mayor's signature. My memory is that this had to get a council vote beforehand last time. How should we proceed?

Thank you!

Meg Thompson | Director of Business & Neighborhood Services Division
City of Charleston | Department of Planning, Preservation, & Sustainability
2 George Street | Suite 3600 | Charleston, SC 29401
T:(843) 958-6407 | thompsonm@charleston-sc.gov | www.charleston-sc.gov



City of Charleston

From: Furman, William H. <william.furman@sba.gov>
Sent: Tuesday, December 17, 2019 2:14 PM
To: Thompson, Meg <thompsonm@charleston-sc.gov>
Subject: SAM Agreement

Hi Meg,

Good news! The SAM has been approved on our end with the changes and we have the copy signed by headquarters in hand. What do you need to do on your end to have the Mayor sign? Do you want to do anything to publicize?

Thanks,

William

William Furman
Senior Area Manager
South Carolina District Office
U.S. Small Business Administration
(843) 225-7430
Cell (843) 324-0788
william.furman@sba.gov



U.S. Small Business
Administration

[Home Page](#) | [Twitter](#) | [Instagram](#) | [Facebook](#) | [YouTube](#) | [LinkedIn](#) | [Email Alerts](#)

CPR COMMITTEE and/or COUNCIL AGENDA

7.)

TO: John J. Tecklenburg, Mayor
 FROM: Virginian Jones / Andrew Jones DEPT. Parks – Capital Projects
 SUBJECT: **STONEY FIELD CONCRETE REPAIRS CHANGE ORDER #2**

REQUEST: Approval of Change Order #2 with Volunteer Restoration, Inc., in the amount of \$28,830.00 to repair an additional 4,800 linear feet of concrete cracks and coat the interior walls and vomitoria not included in the original contract.

COMMITTEE OF COUNCIL: Ways & Means DATE: February 11, 2020

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

| | Yes | N/A | Signature of Individual Contacted | Attachment |
|---------------------------|-------------------------------------|--------------------------|-----------------------------------|--------------------------|
| CPR Committee Chair | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| Corporate Counsel | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| Capital Projects Director | <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 # 051150-58240

Balance in Account \$28,830.00 Amount needed for this item \$28,830.00

Project Number CP1812

NEED: Identify any critical time constraint(s).

CFO's Signature:

FISCAL IMPACT: Approval of Change Order #2 will increase the construction contract by \$28,830.00 (from \$241,012.00 to \$269,842.00). Funding sources for this project are: 2005 GO Bond (\$399,048.00), 2018 GO Bond (\$2,600,000.00), Hospitality Funds (\$1,250,000.00) and Capital Contribution (\$19,432,50).

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.

Volunteer Restoration, Inc.

January 13, 2020

Virginia Jones
City of Charleston
823 Meeting Street
Charleston, SC 29403

RE: Request for Pricing to Coat Walls

We propose to furnish all labor, materials, insurance and taxes to perform the following work on the above referenced project.

- Clean and coat the vomitories' and interior of the walls including the top.

For the sum of \$12,030.00.

- Clean and coat the exterior of the walls vertical surface.

For the sum of \$14,175.00.

If you have any questions or need any clarification on the work item above, please feel free to give me a call.

Sincerely,

Brett Collins
Volunteer Restoration, Inc.

Volunteer Restoration, Inc.

January 8, 2020

Virginia Jones
City of Charleston
823 Meeting Street
Charleston, SC 29403

RE: Request for Change Order #2

We propose to furnish all labor, materials, insurance and taxes to perform the following work on the above referenced project.

- Rout and seal an additional 4,800 LF of cracks throughout the home and visitor side of the stadiums at the unit price of \$3.50 / LF.

For the sum of \$16,800.00.

If you have any questions or need any clarification on the work item above, please feel free to give me a call.

Sincerely,

Brett Collins
Volunteer Restoration, Inc.

210 Seaman Street
Knoxville, TN 37919
865-521-7663
www.volunteerrestoration.com

CPR COMMITTEE and/or COUNCIL AGENDA

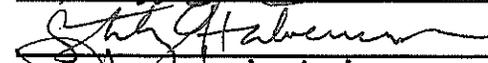
8.)

TO: John J. Tecklenburg, Mayor
FROM: Ed Boines / Andrew Jones DEPT. Parks – Capital Projects
SUBJECT: CPD FORENSIC SERVICES BUILDING-LIGHTING AGREEMENT

REQUEST: Approval of a LED Lighting Agreement with Dominion Energy for the installation and maintenance of 6 lights. The agreement sets the monthly fee at \$179.50 per month for the full initial term of the agreement (10 years).

COMMITTEE OF COUNCIL: Ways & Means DATE: February 11, 2020

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

| | Yes | N/A | Signature of Individual Contacted | Attachment |
|---------------------------|-------------------------------------|--------------------------|--|--------------------------|
| CPR Committee Chair | <input type="checkbox"/> | <input type="checkbox"/> |  | <input type="checkbox"/> |
| Corporate Counsel | <input checked="" type="checkbox"/> | <input type="checkbox"/> |  | <input type="checkbox"/> |
| Capital Projects Director | <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 # 170000-52115

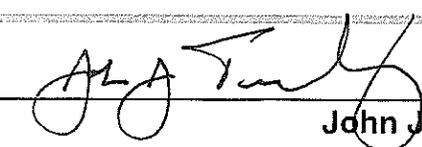
Balance in Account * _____ Amount needed for this item _____ *

Project Number CP1617

NEED: Identify any critical time constraint(s).

CFO's Signature:  Dept CFO for Amy White, CFO

FISCAL IMPACT: Approval of the lighting agreement will obligate \$179.50 per month (\$2,154.00 per year) for 10 years which will be paid from the Street Light operating budget (170000-52115).

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.



December 19, 2019

City of Charleston
823 Meeting Street
Charleston, South Carolina 29403

Attn: Edmund Most

Subject: Lighting Agreement for City of Charleston- 1975 Bees Ferry Road

Dear Mr. Most:

Enclosed, in triplicate ~~is an Agreement Covering Area Lighting between Dominion Energy South Carolina, Inc. and The City of Charleston~~

* All three originals need to be signed and dated by an officer of the City of Charleston.

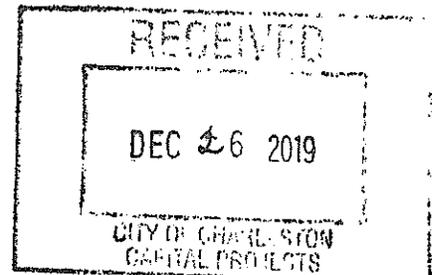
Please return all copies to this office. After they have been fully executed, we will return an original for your files.

We appreciate your business and if there is any way we can be of assistance, please do not hesitate to give me a call. My telephone number is (843) 576-8310.

Sincerely,

Mary Altman
Dominion Energy South Carolina, Inc.
Charleston Lighting Coordinator
Post Office Box 760
Mail Code CH34
Charleston, SC 29402

Enclosures



**LIGHT EMITTING DIODE (LED) LIGHTING AGREEMENT
CITY OF CHARLESTON
FORENSICS LAB
1975 BEES FERRY ROAD
CHARLESTON, SOUTH CAROLINA 29414**

THIS AGREEMENT ("Agreement") is entered into and effective this 19th day of December, 2019, by and between City of Charleston ("Customer") and Dominion Energy South Carolina, Inc. ("Company"), a South Carolina corporation. Customer and Company may be referred to individually as "Party" or collectively as "Parties".

In consideration of the mutual covenants and agreements herein contained, the same to be well and truly kept and performed, the sums of money to be paid, and the services to be rendered, the Parties hereto covenant and agree with each other as follows, namely:

ARTICLE I

LIGHTING SERVICE: Company shall provide lighting service from dusk (one half (1/2) hour after sunset) to dawn (one half (1/2) hour before sunrise) each night during the Agreement period for a total of approximately four thousand (4000) hours of lighting per year. Customer agrees that lighting provided is ornamental in nature and is not designed for security or public safety. Company does not guarantee lighting level for security or public safety purposes. Customer agrees that lighting is not designed in accordance with the Illuminating Engineering Society (IES) recommended maintained luminance and illumination values for roadways and area lighting.

ARTICLE II

RATE AND MONTHLY FACILITY CHARGE: Customer shall be billed an energy charge in accordance with Company's "General Service", Rate 9, attached hereto and incorporated herein by reference, which is currently \$ 0.11608 per kwh. The energy charge is calculated on an unmetered basis and estimated based on the manufacturer's specified input wattage. The Company reserves the right to meter one or more of the LED luminaires. Based on the above, Customer's monthly lighting energy charges shall be \$23.68 per month plus a Basic Facilities Charge (BFC) of \$7.00 per month. The energy charge and the BFC are subject to change upon periodic review and approval by the Public Service Commission of South Carolina (PSC), in the manner prescribed by law.

| Fixture Type | Input Watts | Qty | Converted Kwh | Rate 9 | Energy | BFC | Total Energy Charge (\$) |
|---------------|-------------|-----|---------------|------------|---------|--------|--------------------------|
| LED-OCTAGONAL | 76 | 1 | 25.33 | \$ 0.11608 | \$ 2.94 | | \$ 2.94 |
| ATB2-80 | 268 | 2 | 178.67 | \$0.11608 | \$20.74 | | \$20.74 |
| | | | | | | \$7.00 | \$30.68 |

Customer will also be charged a monthly facility charge in accordance with Rate 9 in the amount of 1.7 % of the total project cost per month as of the effective date of this Agreement. The Customer agrees to pay the Company a continuing monthly facility charge in the amount of \$148.82 (1.7 % times \$8754.00). The monthly facility charge will not change during the term of the Agreement.

Customer’s initial monthly lighting charges for this project will total \$179.50 plus S.C. sales tax and all other applicable fees.

| Rate | Item | Total |
|------|--------------------------------|----------|
| 9 | Total Energy Charge | \$ 30.68 |
| | Monthly Facility Charge | \$148.82 |
| | Total Monthly Lighting Charges | \$179.50 |

Additionally, this Agreement and all services rendered hereunder are subject to Company’s “General Terms and Conditions” as approved by the PSC as they may now exist or may be amended in the future. The “General Terms and Conditions” as they currently exist are made a part of this Agreement as attached.

ARTICLE III

AID-TO-CONSTRUCTION: Customer has requested, and Company has agreed to install facilities. The installation cost does meet the 4 to 1 ratio and therefore no aid to construction is required for this project.

CONDUIT: Customer agrees to provide and install all two (2) inch schedule 40 gray electrical PVC lighting conduit to Company specification. Company shall assume no responsibility for repairs to or replacement of damaged conduit.

ARTICLE IV

INSTALLATION AND MAINTENANCE: Customer is responsible for locating and marking all facilities (irrigation, water, sewer, drainage, etc.) in areas where digging will take place if not part of the Palmetto Utility Protection Service (PUPS). Company is not responsible for any damage to Customer owned utilities such as irrigation, sewer, cable, water taps, etc. that have not been located or have been mis-located. Customer is responsible for obtaining all applicable authorizations and permissions from any governmental entities related to luminaires, poles, and/or related equipment. Customer is also responsible for compliance with, and informing Company of, any governmental ordinances as they may relate to lighting. Customer is responsible for and will pay to Company any and all costs associated with the removal, relocation or exchange or luminaires, poles and/or related equipment that are determined to be non-compliant by governmental entities. Company agrees to install underground wiring and appurtenances for two (2) 268 watt LED ATB2-80 luminaires mounted on two (2) 30’ mounting height square black aluminum direct buried poles and one (1) 76 watt LED Octagonal luminaire mounted on one (1) 12’ Charleston smooth direct buried pole. This lighting installation will be located at 1975 Bees Ferry Road, Charleston, South Carolina as detailed on Company drawing D-83376. The delivery

voltage to these fixtures shall be 120v. At all times, Company will maintain ownership of LED luminaires and poles. The Customer must notify the Company of any non-functioning or mal-functioning lights. Company will not be responsible for any landscape or pavement replacement that may be necessary as a result of the Company installing and/or performing maintenance on the lighting facility. Customer will maintain a reasonable working distance around LED luminaires and poles.

Customer Initial/Date

ARTICLE V

REPLACEMENT AND MAINTENANCE: Company shall perform all ordinary replacement and maintenance due to normal wear and tear on the equipment and appurtenances. This shall include the replacement of conductor and electrical connections. Non-standard equipment replacement may be delayed until such equipment can be ordered and delivered to Company. Company shall retain ownership of poles located on Customer's premises.

In the event of accidental damage or vandalism, Company shall bill Customer and hold Customer responsible for all extraordinary replacement and maintenance work that is not recovered by Company from third parties tortfeasors.

If Customer elects, for any reason, to require removal or relocation of Company facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation. If action is taken by a governmental entity that requires the removal or relocation of Company's facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation.

ARTICLE VI

TERM: This Agreement shall continue for the full initial term of ten (10) years and continues thereafter from year to year until terminated by at least thirty (30) days prior written notice by either Party to the other of its intention to terminate.

ARTICLE VII

TERMINATION FOR DEFAULT BY CUSTOMER: The occurrence of any one or more of the following events by Customer shall constitute a default by Customer: 1) bankruptcy; 2) non-payment; 3) dissolution of business entity; 4) discontinuation of access; or 5) unauthorized modification of equipment. In the event of default, Company reserves the right to terminate this Agreement. Should Customer terminate prior to the end of the initial term of this Agreement, an early termination charge outlined in Article VIII shall apply.

ARTICLE VIII

EARLY TERMINATION CHARGE: Should Customer terminate this Agreement for any reason, either during the initial term or any extension thereof, unless waived as provided for herein, Customer shall pay to Company a

termination charge excluding fuel for the remainder of the contract term; plus the sum of the original cost of the installed equipment, less accumulated depreciation through the effective termination date, plus removal and disposal costs, plus environmental remediation costs, less any applicable salvage values, the total cost of which shall not be less than zero. Company may waive a portion or all of the termination charge where (1) a successor agreement is executed prior to termination of this Agreement, (2) Customer is able to furnish Company with satisfactory evidence that a successor customer will occupy the premises within a reasonable time and contract for substantially the same service facilities, or (3) the facilities for serving have been fully depreciated.

ARTICLE IX

LIMITATION OF LIABILITY: THE PARTIES AGREE, AS AN ESSENTIAL CONDITION OF THIS AGREEMENT, THAT COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY AS A RESULT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES EXCEPT TO THE EXTENT OF COMPANY'S NEGLIGENCE.

IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE LIABILITY OF COMPANY SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER TO COMPANY DURING THE TWELVE MONTHS PRECEDING THE EVENT WHICH GIVES RISE TO THE UNDERLYING CLAIM.

ARTICLE X

WARRANTIES: COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY EXPLICITLY DISCLAIMS ANY WARRANTY REGARDING THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES REGARDING THE SUITABILITY, PRACTICALITY, VIABILITY, OR FUNCTIONALITY OF THE PRODUCTS AND SERVICES PROVIDED HEREUNDER, EXCEPT AS SPECIFICALLY STATED HEREIN. COMPANY SPECIFICALLY DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL INCREASE SAFETY OR REDUCE THE POSSIBILITY OF CRIMINAL ACTIVITY. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

ARTICLE XI

RIGHT OF WAY: Customer hereby grants Company free access and right of way to maintain install and remove any and all luminaires, poles, conductors and other appurtenances associated with the lighting facilities contained within this Agreement.

ARTICLE XII

CUSTOMER MODIFICATIONS: No modifications to luminaires, poles or related equipment may be made by Customer without prior written approval from Company. Company assumes no liability if luminaires, poles or related equipment are modified in any manner by Customer.

ARTICLE XIII

ASSIGNMENT: No assignment of this Agreement, in whole or in part by Customer, will be made without the prior written consent of Company (and shall not relieve the assigning Party from liability hereunder), which consent will not be unreasonably withheld or delayed.

ARTICLE XIV

AMENDMENT: This Agreement may not be amended except by written agreement signed by an authorized representative of each Party.

ARTICLE XV

REPRESENTATION: Each Party to the Agreement represents and warrants that it has full and complete authority to enter into and perform its respective obligations under this Agreement. Any person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such represented Party shall be bound thereby.

ARTICLE XVI

COVENANTS: This Agreement is an entire contract, each stipulation thereto being a part of the consideration for every other, and the terms, covenants, and conditions thereof inure to the benefit of and bind the successors and assigns of each of the Parties hereto, as well as the Parties themselves.

ARTICLE XVII

ENTIRE UNDERSTANDING: This Agreement contains the entire understanding of the Parties and supersedes all prior oral or written representation(s) concerning the subject matter hereof.

ARTICLE XVIII

NON-STANDARD EQUIPMENT: These luminaires and/or poles are considered non-standard (non-stock) equipment, and Customer accepts that replacements will not be readily available (six weeks typical delivery time) and may not be exact duplicates of originals.

CITY OF CHARLESTON

By: _____

(Print Name): _____

Title: _____

Date: _____

DOMINION ENERGY SOUTH CAROLINA, INC.

By: _____

(Print Name): Daniel F. Kassis

Title: Vice President, Customer Relations and Renewables

Date: _____

Contract No.

RATE 9

GENERAL SERVICE
(Page 1 of 2)

AVAILABILITY

This rate is available to customers using the Company's standard service which is specified as a single point of delivery per premises from an existing overhead distribution system for general light and/or power purposes such as commercial, industrial, religious, charitable and eleemosynary institutions. It is not available for resale service.

CHARACTER OF SERVICE

Alternating Current, 60 hertz. Voltage and phase at the option of the Company.

RATE PER MONTH

| | <u>Summer</u> (Billing Months June-September) | <u>Winter</u> (Billing Months October-May) |
|--|---|--|
| I. Basic Facilities Charge: | \$ 19.50 | \$ 19.50 |
| II. Demand Charge: | | |
| First 250 KVA of Billing Demand | No Charge | No Charge |
| Excess over 250 KVA of Billing Demand @ | \$ 3.51 per KVA | No Charge |
| The Billing Demand (to the nearest whole KVA) shall be the maximum integrated fifteen (15) minute demand measured during the billing months of June through September. | | |
| III. Energy Charge: | | |
| First 3,000 kWh @ | \$ 0.11608 per kWh | \$ 0.11608 per kWh |
| Over 3,000 kWh @ | \$ 0.12352 per kWh | \$ 0.10806 per kWh |

MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge as stated above, and the Distributed Energy Resource Program charge, as stated below, provided however, when construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

ADJUSTMENT FOR FUEL, VARIABLE ENVIRONMENTAL & AVOIDED CAPACITY, AND DISTRIBUTED ENERGY RESOURCE COSTS

Fuel costs of \$.02547 per kWh are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina. A charge of \$5.19 per account per month will be added to the charges above for the recovery of approved Distributed Energy Resource Program incremental costs.

DEMAND SIDE MANAGEMENT COMPONENT

The energy charges above include a DSM component of \$.00274 per kWh for Demand Side Management expenses.

PENSION COSTS COMPONENT

The energy charges above include a Pension Costs component of \$.00033 per kWh as approved by the Public Service Commission of South Carolina.

STORM DAMAGE COMPONENT

Inclusion of a storm damage component has been indefinitely suspended until further order of the Public Service Commission of South Carolina.

CAPITAL COST RIDER COMPONENT

The above charges reflect the Capital Cost Component Rider adjustment as approved by the Public Service Commission of South Carolina.

TAX RIDER

The above charges will be reduced by 3.07% to reflect the Tax Rider as approved by the Public Service Commission of South Carolina.

SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

POWER FACTOR

If the power factor of the Customer's installation falls below 85%, the Company may adjust the billing to a basis of 85% power factor.

RATE 9

GENERAL SERVICE
(Page 2 of 2)**TEMPORARY SERVICE**

Temporary service for construction and other purposes will be supplied under this rate in accordance with the Company's Terms and Conditions covering such service.

PAYMENT TERMS

All bills are net and payable when rendered.

SPECIAL PROVISIONS

This rate is available for residential service where more than one dwelling unit is supplied through a single meter, provided service to such dwelling unit was established prior to July 1, 1980.

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

UNMETERED SERVICE PROVISION

When customer's usage can be determined and in the sole opinion of the Company, installation of metering equipment is impractical or uneconomical, monthly kWh may be estimated by the Company and billed at the above rate per month, except that the basic facilities charge shall be \$7.00.

TERM OF CONTRACT

Contracts for installation of a permanent nature shall be written for a period of not less than one (1) year. A separate contract shall be written for each meter at each location.

GENERAL TERMS AND CONDITIONS

The Company's General Terms and Conditions are incorporated by reference and are a part of this rate schedule.

GENERAL TERMS AND CONDITIONS

I. GENERAL

A. FOREWORD

1. In contemplation of the mutual protection of both Dominion Energy South Carolina, Inc. and its Customers and for the purpose of rendering an impartial and more satisfactory service, the General Terms and Conditions of the Company are hereby set forth and filed with the Public Service Commission of South Carolina, which has jurisdiction over public utilities, so as to read as hereinafter set forth; the same being incorporated by reference in each contract or agreement for service.
2. These Terms and Conditions are supplementary to the Rules and Regulations issued by the Public Service Commission of South Carolina covering the operation of electric utilities in the State of South Carolina.
3. These Terms and Conditions may be supplemented for specific Customers by contract.
4. Dominion Energy South Carolina is referred to herein as "Company", and the user or prospective user is referred to as "Customer". The Public Service Commission of South Carolina is referred to as "Commission".

B. Application

Provisions of these Terms and Conditions apply to all persons, partnerships, corporations or others designated as Customers who are lawfully receiving electric service from Company under the prescribed Rate Schedules or contracts filed with the Commission. Receipt of service shall constitute a contract between Customers and the Company. No contract may be transferred without the written consent of the Company.

C. Term of Service

The rates prescribed by the Commission are based upon the supply of service to each individual Customer for a period of not less than one year, except as otherwise specifically provided under the terms of the particular Rate Schedule or contract covering such service.

D. Terms and Conditions

The Terms and Conditions contained herein are a part of every contract for service entered into by the Company and govern all classes of service where applicable unless specifically modified as a provision or provisions contained in a particular Rate Schedule or contract.

E. Selection of Appropriate Rate

Where two or more Rate Schedules are available, the Company will attempt to assist the Customer to a reasonable extent in determining which Schedule to select. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or minimum demand specified in the Rate Schedule may be waived. It is the responsibility of the Customer to select the Rate and the Company will not assume responsibility for the choice.

F. Temporary Service

Temporary or seasonal service will be furnished under the appropriate General Service Rate Schedule to any Customer. Temporary service shall include all construction services having a life expectancy of one year or less. Payment is required in advance for the full cost of erecting and removing all lines, transformers, and other service facilities necessary for the supply of such service.

G. Statements by Agents

No representative of the Company has authority to modify any Rule of the Commission, provisions of Rate Schedules or to bind the Company by any promise or representation contrary thereto.

II. DEFINITIONS

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used and shall be construed to have meanings as follows:

- A. "Day" shall mean period of twenty-four (24) consecutive hours beginning at 12 o'clock Midnight Eastern Time or at such other hours as may be designated.
- B. "Month" or "Billing Month" shall mean the period between any two (2) regular readings of Company's meters which shall not be less than twenty-eight (28) days or more than thirty-four (34) days.
- C. "Year", unless otherwise designated, shall mean a period of 365 days commencing with the day of first delivery of electricity hereunder, and each 365 days thereafter except that in a year having a date of February 29, such year shall consist of 366 days.
- D. "Premises" shall mean home, apartment, dwelling unit, shop, factory, business location (including signs and water and sewage pumps), church, or other building or structure which shelters the Customer for his individual or collective occupancy where all services may be taken from a single connection.
- E. "Service Point" or "Point of Interconnection" shall mean the point at which Company's and Customer's conductors are connected.
- F. "Standard Service" means a single service per premises from one electrical source and from existing overhead facilities.

III. CONDITIONS OF SERVICE

A. GENERAL

The Customer shall consult with and furnish to the Company such information as the Company may require to determine the availability of the Company's Service at a particular location before proceeding with plans for any new or additional electric loads. No new or additional electric loads will be served if it is determined that such service will jeopardize service to existing Customers. Failure to give notice of additions or changes in load or location shall render the Customer liable for any damage to the meters or other apparatus and equipment of the Company, the Customer and/or other Customers caused by the additional load or changed installation.

B. Character of Service

Electric energy supplied by the Company shall be standard alternating current at a frequency of approximately 60 hertz and shall be delivered only at voltages and phases as specified by the Company.

C. Rights-of-Way

The Company shall not be required to extend its distribution and service facilities, for the purpose of rendering electric service to the Customer until satisfactory rights-of-way, easements or permits have been obtained from governmental agencies and property owners, at the Customer's expense to permit the installation, operation, and maintenance of the Company's lines and facilities. The Customer, in requesting or accepting service, thereby grants the Company without charge necessary rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer to the extent that such rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer are required, necessary or convenient to enable Company to supply service to the Customer and the Customer also grants the Company the right to continue to extend the Company's facilities on, across, or under property controlled by the customer with necessary trimming and clearing rights to serve other Customers. Customer shall maintain such right-of-way so as to grant Company continued access to its facilities by Company's vehicles and other power-operated equipment.

D. Customer's Installation

Customer's service installations shall be made in accordance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electrical Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises.

Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local, municipal, state, and federal authorities, and the Customer shall keep in good and safe repair and condition such wiring and equipment on Customer's side of the service point exclusive of Company's metering facilities and equipment.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the Company and approved by the Commission.

Before wiring a premise or purchasing equipment, the Customers shall give the Company notice and shall ascertain from the Company the character of service available at such premises. The Company may specify the voltage and phase of the electricity to be furnished, the location of the meter, and the point where the service connection shall be made.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the company and approved by the Commission.

It is the standard practice of the Company to provide all requirements of service for the Customer through a single metering point at each premises.

Where more than one service is required by the Customer, and requested services meet all applicable code requirements the Company will provide such additional service upon payment by the Customer to the Company of the charges above the first service. Each service point shall be a separate account. No new service will be connected without proper release from the inspecting authority having jurisdiction. Should there be no inspecting authority in the jurisdiction, the Company shall determine whether or not applicable codes are met and shall have no obligation to provide service until such time as they are met.

Customer shall furnish at his sole expense any special facilities necessary to meet his particular requirements for service at other than the standard conditions specified under the provision of the applicable Rate Schedule. The Customer shall also provide protection for Customer's equipment from conditions beyond the Company's control including, but not limited to, protective devices for single-phase conditions. The Customer shall also provide a suitable place, foundation and housing where, in the judgment of the Company, it is deemed necessary to install transformers, regulators, control or protective equipment on the Customer's premise.

All equipment supplied by the Company shall remain its exclusive property and Company shall have the right to remove the same from the premises of Customer at any time after termination of service for any cause.

Should Customer elect, for any reason, to request relocation of Company's facilities or take any action, which requires such relocation, customer may be required to reimburse the Company for all costs as a result of such relocation. Company may relocate existing service and facilities, at Company's expense, when necessary for system design or operation and maintenance requirements.

The Customer shall be responsible for the protection and safekeeping of the equipment and facilities of the Company while on the Customer's premises and shall not permit access thereto except by duly authorized representatives of the Company. Customer assumes responsibility and liability for damages and injuries caused by failure or malfunctions of Customer's equipment.

E. Special Equipment

Where a separate transformer or other additional electrical utility standard equipment or capacity is to be used to eliminate fluctuations or other effects detrimental to the quality of service to other Customers due to welding or X-ray equipment, etc., the Company may make a reasonable charge for the transformer equipment and line capacity required. In lieu of the above, the Company may require the Customer to either discontinue the operation of the equipment causing the disturbance or install the necessary motor generator set or other apparatus to eliminate the disturbance detrimental to the service of other Customers.

F. Safe Access to Customer's Premises

The duly authorized representatives of the Company shall be permitted safe access to Customer's premises at any and all reasonable times to inspect, operate and maintain the Company's and the Customer's facilities and equipment for any and all purposes connected with the delivery of service, the determination of connected load or other data to be used for billing purposes, the determination of Customer load requirements or the exercise of any and all rights under the agreement.

G. Company's Installation and Service

Where the Customer's requested service to be supplied by the Company does not produce revenue sufficient to support the expenditure required, the Company will determine in each case the amount of payment and form thereof that shall be required of the Customer.

Electricity supplied by the Company shall not be electrically connected with any other source of electricity without reasonable written notice to the Company and agreement by the parties of such measures or conditions, if any, as may be required for reliability of both systems.

Service supplied by the Company shall not be resold or assigned by the Company to others on a metered or unmetered basis; nor shall the Customer's wiring be connected to adjacent or other premises not owned or operated by the Customer without specific written approval of the Company and of the Commission.

The Company's service facilities will be installed above ground on poles or fixtures; however, underground facilities will be provided when requested in accordance with the Company's appropriate underground service publications.

In Areas of Overhead Distribution: For new services, the Company will install and maintain an overhead service drop for loads up to 300 KVA from its overhead distribution system to the Customer's service connection provided the transformer can be placed in the proximity of the service point. The Company will maintain the overhead service drop for services existing prior to the effective date of these Terms and Conditions with loads up to 500 KVA. For residential Customers, if specifically requested by the Customer, the Company will install and maintain a single phase underground service to any residence (terrain permitting) provided the Customer pays in advance the difference in cost between a new overhead service and the new underground service of equal current carrying capacity.

In Areas of Underground Distribution: The Company will install and maintain the necessary underground facilities to provide a point of service at the Customer's property line or at another location designated by the Company. For residential Customers, the Company will install and maintain a single-phase service to the service point as designated by Company, up to a maximum length of 125 feet. If the requested residential service to Company's designated service point exceeds 125 feet in length, the Customer will pay in advance the total additional cost for that portion in excess of 125 feet in length. For underground service other than residential, the Customer shall furnish, install and maintain necessary service conductors and conduit from their service equipment to the Company's designated point of service regardless of meter location.

H. Term of Contract

The Term of Contract for service shall be for a term of one year with automatic renewal except as otherwise provided in the applicable Rate Schedule. Where a large or special investment in service facilities is necessary, or other special conditions exist, contracts may be written for (1) a longer term than specified in the Rate Schedule, or (2) a special guarantee of revenue, or (3) a facility charge, or (4) all of these conditions as may be required to safeguard the Company's investment.

I. Continuance of Service and Liability Therefore

The Company does not guarantee continuous service. Company shall use reasonable diligence at all times to provide uninterrupted service but shall not be liable for any loss, cost damage or expense to any Customer occasioned by any failure to supply electricity according to the terms of the contract or by any interruption or reversal of the supply of electricity, if such failure, interruption or reversal is due to storm, lightning, fire, flood, drought, strike, or any cause beyond the control of the Company, or any cause except willful default or gross neglect on its part.

The Company reserves the right to curtail or temporarily interrupt Customer's service when it shall become necessary in order that repairs, replacement or changes may be made in the Company's facilities and equipment, either on or off Customer's premises.

The Company may impose reasonable restrictions on the use of service during peak periods of excessive demand or other difficulty, which jeopardizes the supply of service to any group of Customers.

The Company may waive any minimum charge or guarantee payments for service upon written notice from and request of Customer during such time as the Customer's plant may be completely closed down as a result of strike, lockout, government order, fire, flood, or other acts of God: provided however, that Customer specifically agrees that the term of the service contract shall be extended for a period equal to the period of enforced shutdown. (See Section VII, Force Majeure).

J. Denial or Discontinuance of Service

The Company may refuse or discontinue service and remove the property of the Company without liability to the Customer, or tenants or occupants of the premises served, for any loss, cost, damage or expense occasioned by such refusal, discontinuance or removal, including but not limited to, any of the following reasons:

1. In the event of a condition determined by the Company to be hazardous or dangerous.
2. In the event Customer's equipment is used in such a manner as to adversely affect the Company's service to others.
3. In the event of unauthorized or fraudulent use of Company's service.
4. Unauthorized adjustments or tampering with Company's equipment.
5. Customer's failure to fulfill his contractual obligations.
6. For failure of the Customer to permit the Company reasonable access to its equipment.
7. For nonpayment of bill for service rendered provided that the Company has made reasonable efforts to effect collection.
8. For failure of the Customer to provide the Company with a deposit.
9. For failure of the Customer to furnish permits, certificates, and rights-of-way, as necessary in obtaining service, or in the event such permissions are withdrawn or terminated.

10. The Company shall not furnish its service to any applicant who at the time of such application is indebted or any member of his household is indebted under an undisputed bill for service, previously furnished such applicant or furnished any other member of the applicant's household or business.
11. The Company may terminate a Customer's service should the Customer be in arrears on an account for service at another premise. For the reason that the Customer's use of the utility service conflicts with, or violates orders, ordinances or laws of the State or any subdivision thereof, or of the Commission.
12. For failure of the Customer to comply with reasonable restrictions on the use of service. The Company may discontinue service without notice for reasons (1), (2), and (3) above. For the remainder of the reasons, the Customer shall be allowed a reasonable time in which to correct any discrepancy.
13. Failure of the Company to terminate or suspend service at any time after the occurrence of grounds therefore or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect the Company's right to later resort to any or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

K. Reconnection Charge

Where the Company has discontinued service for reasons listed in Section III-J, the Customer is subject to a reconnection charge of \$25.00 in addition to any other charges due and payable to the Company. In cases where both electric and gas service are reconnected at the same time on the same premises for the same Customer, only one charge will be made.

Where the Customer interrupts or terminates service and subsequently requests reconnection of service at the same premises the reconnection charge will apply.

IV. BILLING AND PAYMENT TERMS

A. General

The rates specified in the various service classifications are stated on a monthly basis. Unless extenuating circumstances prevent, the Company will read meters at regular monthly intervals and render bills accordingly. If for any reason a meter is not read, the Company may prepare an estimated bill based on the Customer's average use billed for the preceding 60 days or from other information as may be available. All such bills are to be paid in accordance with the standard payment terms, and are subject to adjustment on the basis of actual use of service as computed from the next reading taken by the Company's representative or for any circumstances known to have affected the quantity of service used. No more than one estimated bill shall be rendered within a 60-day period unless otherwise agreed to by the Customer or allowed by the Commission.

All billing errors shall be adjusted in accordance with the Commission's Rules and Regulations.

B. Customer's Obligations

The Customer is responsible for electricity furnished and for all charges under the agreement until the end of term thereof.

All bills shall be due and payable when rendered. Notice and collection of unpaid bills will be in accordance with the current Rules and Regulations of the Commission.

No Claim or demand which the Customer may have against the Company shall be set off or counterclaimed against the payment of any sum of money due the Company by the Customer for services rendered. All such sums shall be paid in accordance with the agreement regardless of any claim or demand.

Should service be terminated, the Customer's deposit shall be applied to reduce or liquidate the account. Service may be restored upon payment of the account, in full, plus the late payment charge set forth below, the reconnection charge set forth above and a deposit as set forth below.

C. Late Payment Charge

A late payment charge of one and one half per cent (1 ½%) will be added to any balance remaining twenty-five (25) days after the billing date.

D. Deposit

A maximum deposit in an amount equal to an estimated two (2) months (60 days) bill for a new Customer or in an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the preceding twelve (12) months or a portion of the year if on a seasonal basis may be required from the Customer as security for payment of the account before service is rendered or continued if any of the following conditions exist:

- (1) The Customer's past payment record to the Company shows delinquent payment practice;
- (2) A new Customer cannot furnish either a letter of good credit from a reliable source or any acceptable cosigner or guarantor on the Company's system to guarantee payment;
- (3) A Customer has no deposit and presently is delinquent in payments;
- (4) A Customer has had his service terminated for non-payment or fraudulent use. All deposits may be subject to review based on the actual experience of the Customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and payment habits of the Customer.

E. Service Charge

The Company may make reasonable charges for work performed on or services rendered:

- 1) Upon Customer's request at the Customer's premises when, at the time the request is made, service and equipment provided by the Company is in good working condition and in compliance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electric Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises;
- 2) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the willful action(s) of the Customer, members of the Customer's household or invitees of the Customer; or
- 3) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the negligent failure of the Customer to take timely action to correct or to notify the Company or other responsible party to correct conditions which led to the needed repair, replacement or removal, except that such charges shall be apportioned between the Customer and the Company to the extent that the Customer shall only bear that part of the costs which reflect the costs added by the Customer's negligence. Such charges cannot be assessed where the damage is caused by an Act of God except to the extent that the Customer failed timely to mitigate the damages. Such charges may include labor, material and transportation.

V. COMPANY'S LIABILITY

A. General

The Company shall not be in any way responsible or liable for damages to or injuries sustained by the Customer or others, or by the equipment of the Customer or others by reason of the condition or character of Customer's wiring and equipment, or the wiring and equipment of others on the Customer's premises. The Company will not be responsible for the use; care or handling of electricity delivered to the Customer after it passes the service point. The Customer assumes responsibility and liability for damages and injuries caused by failures or malfunctions of Customer's equipment.

VI. MEASUREMENT OF SERVICE

A. Meter Testing on Request of Customer

The Customer may, at any time, upon reasonable notice, make written request of the Company to test the accuracy of the meter or meters in use for his service. No deposit or payments shall be required from the Customer for such meter test if said meter has been in service at least one year without testing at Company's expense; otherwise the Customer shall deposit the estimated cost of the test; said deposit shall not exceed \$15.00 without the approval of the Commission. The amount so deposited with Company shall be refunded or credited to the Customer, as a part of the settlement of the disputed account if the meter is found, when tested to register more than 2% fast or slow; otherwise the deposit shall be retained by the Company.

B. Adjustments for Inaccurate Meters

Where it is determined that the Company's meter is inaccurate or defective by more than 2% error in registration, bills shall be adjusted in accordance with the Commission Rules and Regulations.

VII. FORCE MAJEURE

A. General

In the event Company is unable, wholly or in part, by reason of Force Majeure to carry out its obligations to provide service under its Rate Schedules or Contracts, the obligations of Company, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall, as far as possible, be remedied with all reasonable dispatch.

The term "Force Majeure" as employed herein shall include, but not be limited to acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, extreme weather conditions, storms, floods, washouts, arrest and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines, the maintaining or repairing or alteration of machinery, equipment, structures or lines (which maintaining, repairing or alteration shall, however, be carried out in such manner as to cause the smallest practicable curtailments or interruption of deliveries of electricity), freezing of lines, partial or complete curtailment of deliveries under Company's electric purchase contracts, inability to obtain rights-of-way or permits or materials, equipment or supplies, any of the above, which shall, by the exercise of due diligence and care such party is unable to prevent or overcome, and any cause other than those enumerated herein (whether of the kind enumerated herein or otherwise) not within the control of the person claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the persons affected, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the person affected thereby.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Geona Shaw Johnson DEPT. Housing & Community Dev
SUBJECT: RESOLUTION TO AUTHORIZE THE CITY OF CHARLESTON TO MAKE CERTAIN GRANTS TO THE CHARLESTON REDEVELOPMENT CORPORATION IN ORDER TO FACILITATE THE CONSTRUCTION OF AFFORDABLE HOUSING.

REQUEST: Mayor and City Council are requested to approve a Resolution and Grant Agreement authorizing the Charleston Redevelopment Corporation authority to administer proceeds from the General Obligation Bonds to development corporations previously approved by Charleston City Council. The Bond funds shall be used to facilitate the development of affordable rental housing in the City of Charleston. The CRC will provide deferred, forgivable loans to the approved entities as previously determined by the Mayor and City Council and provide inspection and oversight to ensure long-term compliance with the affordability requirements.

COMMITTEE OF COUNCIL: Ways and Means **DATE:** February 11, 2020

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

Community Development Committee of City Council – Meeting held Thursday, 01/30/2020

| | Yes | N/A | Signature of Individual Contacted | Attachment |
|---------------------|-------------------------------------|--------------------------|-----------------------------------|-------------------------------------|
| Housing & Cmty Deve | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <i>Geona Shaw Johnson</i> | <input checked="" type="checkbox"/> |
| Corporation Counsel | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <i>[Signature]</i> | <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: Organization Key _____ Account # _____

Balance in Account \$20M Amount needed for this item \$20M

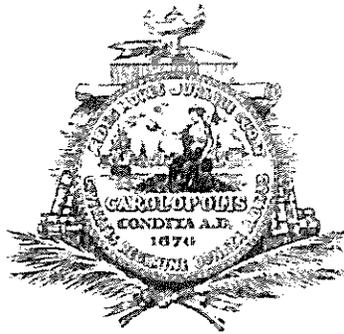
NEED: Identify any critical time constraint(s).

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.



A RESOLUTION

AUTHORIZING THE CITY OF CHARLESTON TO MAKE CERTAIN GRANTS TO CHARLESTON REDEVELOPMENT CORPORATION IN ORDER TO FACILITATE THE CONSTRUCTION OF AFFORDABLE HOUSING

WHEREAS, pursuant to a general obligation bond referendum conducted on November 17, 2017, the voters of the City of Charleston (the “*City*”) approved the following question by a margin of 6,050 votes cast in favor of the question and 2,561 votes being cast opposed to the question: “In order to assist with the acquisition, construction and equipping of safe and affordable rental housing for persons and families of low to moderate income, shall the City of Charleston be empowered to issue not exceeding \$20,000,000 of General Obligation Bonds?” (the “*General Obligation Bonds*”); and

WHEREAS, such General Obligation Bonds may be issued in one or more series not later than the fifth anniversary of such referendum; and

WHEREAS, the City expects the General Obligation Bonds to be issued in one or more series by November 17, 2022 and yield proceeds available for expenditure by the City in the amount of approximately \$20,000,000 (collectively, the “*Bond Proceeds*”);

WHEREAS, the City desires to make grants of portions of the Bond Proceeds at such times and in such amounts as the Mayor shall determine (each, a “*Qualified Grant*” and collectively, the “*Qualified Grants*”) to the Charleston Redevelopment Corporation, a South Carolina nonprofit corporation (the “*CRC*”) for use by the CRC to facilitate the development and construction of Affordable Housing (as defined below); and

WHEREAS, as used herein, the term “Affordable Housing” shall mean safe and affordable rental housing leased and rented to members of the general public who are low to moderate-income households which are families and individuals whose incomes do not exceed one hundred twenty percent (120%) of the Area Median Income as established by the United States Department of Housing and Urban Development (“*HUD*”). The maximum monthly rental paid by any such tenant (taking into consideration rental assistance, if any) shall not exceed the maximum monthly rental permitted to be charged pursuant to the provisions of the applicable Low Income Housing Tax Credit Regulations, all as more particularly described in the Grant Agreement (as defined below).

WHEREAS, each Qualified Grant will be made to the CRC under a Grant Agreement in substantially the form attached hereto as **Exhibit A** and incorporated herein by reference (the “*Form Grant Agreement*”); and

WHEREAS, City Council desires to adopt this Resolution in order to confirm its approval of (a) the City's making the Qualified Grants to CRC in such amounts and at such times as the Mayor determines, which grants shall be made pursuant to a Grant Agreement using the Form Grant Agreement and (b) in connection with the foregoing, the execution and delivery of all documents evidencing or related to any of the foregoing as are approved by the Mayor and by the City's legal staff.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA:

SECTION 1. CITY COUNCIL CONFIRMS ALL THE FINDINGS OF FACT CONTAINED IN THE RECITALS OF THIS RESOLUTION.

SECTION 2. CITY COUNCIL APPROVES THE CITY'S MAKING OF THE QUALIFIED GRANTS TO CHARLESTON REDEVELOPMENT CORPORATION IN SUCH AMOUNTS AND AT SUCH TIMES AS THE MAYOR DETERMINES, WHICH GRANTS SHALL BE MADE PURSUANT TO A GRANT AGREEMENT USING THE FORM GRANT AGREEMENT.

SECTION 3. CITY COUNCIL APPROVES THE FORM GRANT AGREEMENT FOR SUCH QUALIFIED GRANTS.

SECTION 4. IN CONNECTION WITH THE FOREGOING, THE CITY COUNCIL APPROVES THE EXECUTION AND DELIVERY OF ALL DOCUMENTS EVIDENCING OR RELATED TO ANY OF THE FOREGOING AS ARE APPROVED BY THE MAYOR AND BY THE CITY'S LEGAL STAFF, THE MAYOR'S EXECUTION THEREOF TO BE CONCLUSIVE EVIDENCE OF SUCH APPROVAL.

SECTION 5. THE MAYOR SHALL REPORT TO THE COUNCIL WITHIN 45 DAYS OF THE MAKING OF A QUALIFIED GRANT PERTINENT DETAILS THEREOF, INCLUDING THE AMOUNT OF THE QUALIFIED GRANT, THE PURPOSE TO WHICH CRC HAS APPLIED THE QUALIFIED GRANT, AND THE LOCATION AND NUMBER OF HOUSING UNITS TO BE DERIVED THEREFROM.

DONE IN MEETING DULY ASSEMBLED, this _____ day of _____, 2020.

John J. Tecklenburg, Mayor
City of Charleston

ATTEST:

Clerk

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned, Clerk of City Council of Charleston, South Carolina, **DO HEREBY CERTIFY:**

That the foregoing constitutes a true, correct and verbatim copy of a Resolution unanimously adopted by said City Council, having been read at a regularly held meeting at which a quorum attended and remained throughout on _____, 2020.

That the said Resolution is now in full force and effect and has not been modified, amended, repealed, or rescinded.

IN WITNESS WHEREOF, I have hereunto set my Hand this ___ day of _____, 2020.

Clerk of City Council of the City of Charleston, South
Carolina

EXHIBIT A

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made as of the _____ day of _____, 20__ by and between the Charleston Redevelopment Corporation, a South Carolina nonprofit corporation (the “Grantee”) and the City of Charleston, a political subdivision of the State of South Carolina (the “Grantor”). By its execution of this Agreement or acceptance of the Grant Funds (as hereinafter defined), CRC hereby agrees to comply strictly with the terms of this Agreement.

I. **Grant Award.** The Grantor hereby awards a grant (the “Grant”) to the Grantee in the amount of \$_____ Dollars (the “Grant Funds”) to facilitate the construction and development of Affordable Housing (as defined on Exhibit A) in the City of Charleston (the “Grant Purpose”).

II. **General Terms of Grant.**

- A. Grant Number: _____
- B. Date Authorized: _____
- C. Fiscal Agent: _____
- D. Total Amount: _____

In accepting the Grant and carrying out the Grant Purpose, the Grantee will comply with all applicable laws, regulations, and rules. The Grantor is awarding the Grantee this Grant for the Grant Purpose and for no other purpose whatsoever.

The Grantee agrees that any real property upon which Affordable Housing is developed by any party with the use of Grant Funds, other than real property owned by Grantor, shall be subject to restrictive covenants limiting the use of such property to Affordable Housing. Such covenants shall be enforceable by Grantor. Grantee agrees to require the imposition of such covenants in connection with the release by it of any Grant Funds.

III. **Release of Grant Funds.** The Grantor will release the Grant Funds to the Grantee promptly upon the Grantee’s and Grantor’s execution of this Grant Agreement.

IV. **Expenditure of Grant Funds.**

A. The Grantee is responsible for the expenditure of the Grant Funds and for maintaining adequate supporting records consistent with generally accepted accounting practices. Upon request, Grantee will document that none of the Grant Funds have been used for anything other than the approved Grant Purpose. The Grantee’s financial record keeping and accounting procedures must be available for examination by the Grantor staff if requested with reasonable notice and during normal working hours for three years after the making of the Grant herein.

B. The Grantor may terminate this Grant immediately if, in its sole discretion, it determines the Grantee has breached this Agreement or has misappropriated Grant Funds.

V. **Reversion of Grant Funds.** The Grantee will immediately return or reimburse to the Grantor any Grant Funds not used for the Grant Purpose within thirty (30) days of the date of this Grant Agreement. Grant Funds also shall be immediately returned or reimbursed to Grantor if the Grantor terminates this Grant Agreement in accordance with Article IV.

VI. Reporting, Records, and Audit.

A. Full financial accounting of Grant Funds and evaluation reports are required as a condition of the Grant.

B. Reports should include a complete financial statement showing all funds received and expended for the program(s) covered by the Grant, a narrative report on the Grant Purpose, and results as related to goals and objectives.

VII. Intentionally Omitted.

VIII. Limit of Commitment. The Grantor has no obligation to provide any support beyond the Grant Funds.

IX. Legal Relationship and Liability. Nothing contained herein shall create a partnership, joint venture, employment, agency or fiduciary relationship between the parties. Neither party has the right or authority to control or direct the activities of the other or the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Agreement. Neither party to this Agreement shall be liable to the other party for any consequential, punitive, special or exemplary damages (including lost profits) resulting from or arising out of any breach of this Agreement, or any party's performance under this Agreement

X. Counterparts. This Agreement may be executed in any number of counterparts (or upon separate signature pages bound together in one or more counterparts), each executed counterpart constituting an original agreement, but altogether constituting only one agreement. This Agreement may be executed via facsimile or electronic document (including PDF) signature.

XI. Entire Agreement. This Grant Agreement constitutes the entire agreement between the Grantee and the Grantor. No oral representations or other agreements have been made by the Grantee or the Grantor except as stated herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written

WITNESSES:

GRANTOR:

THE CITY OF CHARLESTON,
a political subdivision of the State of South Carolina

By: _____
Mayor, City of Charleston, South Carolina

GRANTEE:

CHARLESTON REDEVELOPMENT CORPORATION,
a South Carolina nonprofit corporation

By: _____

Its: _____

Exhibit A

Affordable Housing

- (a) Generally. The term “Affordable Housing” shall mean affordable rental housing leased and rented to members of the general public who are low and moderate-income households which are families and individuals whose incomes do not exceed one hundred twenty percent (120%) of the Area Median Income as established by HUD (each, a “Qualified Tenant”). Grantee shall annually verify the tenant’s income and also sign and deliver to the Grantor a recertification that the incomes have been verified.
- (b) Rents and Other Charges. The maximum monthly rental payable by a Qualified Tenant (taking into consideration rental assistance, if any, for such Qualified Tenant) shall not exceed the maximum monthly rent permitted to be charged pursuant to Section 42 of the Internal Revenue Code of 1986, as amended from time to time, including any requirements imposed by the South Carolina State Housing Finance and Development Authority or subsequent agency.
- (c) Grantee shall not discriminate against or deny occupancy of any tenant or prospective tenant by reason of their receipt of, or eligibility for, housing assistance, under any Federal, State, or local housing assistance program; and not discriminate against or deny occupancy to any tenant or prospective tenant by reason that the tenant has a minor child or children who will be residing with them. Additionally, Grantee shall be responsible for renting the units without regard to race, color, religion, sex, national origin, familial status, age or disability of the tenant.

AN ORDINANCE
PROVIDING FOR THE ISSUANCE AND SALE OF A \$7,900,000 SPECIAL OBLIGATION REDEVELOPMENT BOND (CHARLESTON NECK REDEVELOPMENT PROJECT AREA), SERIES 2020, OF THE CITY OF CHARLESTON, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO

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

ARTICLE I
FINDINGS OF FACT

Section 1 Recitals.

In connection with the adoption of this Ordinance, the City Council ("**City Council**") of the City of Charleston, South Carolina (the "**City**") finds and determines as follows:

Pursuant to the "Tax Increment Financing Law," codified at Title 31, Chapter 6, Code of Laws of South Carolina 1976, as amended (the "**TIF Act**"), the City is authorized to establish redevelopment project areas, issue obligations to carry out a redevelopment project and pay redevelopment project costs, each as defined in the TIF Act. City Council by ordinance (the "**TIF Ordinance**") adopted December 21, 2004, as amended, established the Charleston Neck Redevelopment Project Area, the boundaries of which are shown at Exhibit B of the TIF Ordinance (the "**TIF District**"). The Public Infrastructure Improvements Agreement dated September 1, 2015, between the City and Ashley River Investors, LLC (subsequently assigned to HR Charleston, LLC, a subsidiary of Highland Resources, Inc.) (the "**Developer**") describes the expectation that certain public improvements (the "**Improvements**") will be financed by borrowings secured by a pledge of revenues generated by the TIF District, including all amounts to be deposited in the special tax allocation fund ("**TIF Revenues**").

The TIF District was established by City Council so that the Improvements may be financed by the City through the issuance of bonds, secured by taxes deposited to a special tax allocation fund so as to provide funds to pay the costs of acquiring, equipping, and constructing the Improvements, interest coming due on the bonds during the construction period of the Improvements, funding debt service reserves for the bonds, and paying the costs incurred in connection with the authorization, issuance, and sale of the bonds. The TIF Ordinance has been and may be amended in the future.

By Ordinance adopted March 22, 2011, City Council authorized a \$13,600,000 Tax Increment Bond (Charleston Neck Redevelopment Project Area), Series 2011, dated April 15, 2011 (the "**Series 2011 Bond**") which was sold to Bank of America, N.A. to mature on July 15, 2013, the proceeds of which were used to refinance, together with TIF Revenues available for such purpose, the Series 2009 Bond.

By Ordinance adopted April 23, 2013, City Council authorized a \$12,100,000 Special Obligation Redevelopment Bond (Charleston Neck Redevelopment Project Area), Series 2013, dated July 15, 2013 (the "**Series 2013 Bond**") which was sold to Bank of America, N.A. to mature on September 1, 2026, the proceeds of which were used to refinance, together with TIF Revenues available for such purpose, the Series 2011 Bond.

By Ordinance adopted July 15, 2014, City Council extended the maximum term of obligations to be issued under the Improvement Plan from December 21, 2029 to December 21, 2039 and extend the duration of the Improvement Plan from 2029 to 2039.

By Ordinance adopted November 27, 2018, City Council authorized a \$18,000,000 Special Obligation Redevelopment Bond (Charleston Neck Redevelopment Project Area), Series 2018, dated December 3, 2018 (the "**Series 2018 Bond**"), the proceeds of which were used to finance further improvements in the TIF District.

By Ordinance adopted May 14, 2019, City Council removed several parcels from the TIF District in order that they be included in the Morrison Drive Redevelopment Project Area.

In order to finance further Improvements in the TIF District, the City's Budget, Finance and Revenue Collections Department negotiated with the Bank of America, N.A. (the "**Purchaser**", which term shall include any affiliate thereof), the terms and conditions of the sale of a \$7,900,000 Special Obligation Redevelopment Bond (Charleston Neck Redevelopment Project Area), Series 2020, in order, together with TIF Revenues, to accomplish such financing.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA, THAT:

ARTICLE II

ISSUANCE OF BOND

Section 1. Authorization: Purpose: Application of Proceeds.

(a) Pursuant to the authority of the TIF Act, there shall be and there is hereby authorized and directed the execution, issuance, sale and delivery of a "City of Charleston, South Carolina, Special Obligation Redevelopment Bond (Charleston Neck Redevelopment Project Area), Series 2020" (the "**Series 2020 Bond**") or such other designation as shall be determined by the Mayor and the Chief Financial Officer of the City in the principal amount of \$7,900,000. The Series 2020 Bond shall be dated no later than December 31, 2020, shall bear interest at the rate of not exceeding 2.35%, with interest payments payable on March 1 and September 1, beginning September 1, 2020, or such other date as the Mayor shall determine, and principal being payable on September 1, 2021 through 2035, or such other dates as the Mayor shall determine. The Series 2020 Bond shall be in substantially the form attached hereto as Exhibit A with such changes as shall be determined by the Mayor, his execution to be conclusive evidence of such approval.

(b) City Council hereby delegates to the Mayor and the Chief Financial Officer the authority (i) to determine the interest rate of the Series 2020 Bond to be issued, subject to the limitations of paragraph (a) above; (ii) to determine the principal amounts to be made annually, which principal amounts may be part of an annual amortized payment of principal and interest; (iii) to set the redemption provisions whether extraordinary, optional or mandatory, and (iv) to take such further action as may be necessary in connection with the issuance of the Series 2020 Bond.

Section 2. Sale.

The Series 2020 Bond will be sold to the Purchaser upon the terms and conditions entered into between it and the City as shall be determined by the Mayor and the Chief Financial Officer, within the limitations set forth herein.

Section 3. Authorization of Officers of the City: Financing Agreement.

The Mayor, the Chief Financial Officer and the City Clerk of the City are hereby severally authorized and directed to execute and deliver any and all other documents, instruments and closing certificates and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance. A Financing Agreement in substantially the form set forth at Exhibit B shall be executed and delivered by the City.

Section 4. Severability.

The provisions of this Ordinance are severable, and if any one or more of the provisions, sentences, clauses, sections or parts hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because of conflict with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatsoever. It is hereby declared that this Ordinance would have been enacted if such inoperative or unenforceable or invalid provision, sentence, clause, section or part had not been included herein and such inoperative or unenforceable or invalid provisions, sentences, clauses or sections or parts (i) shall be deemed severable from the remaining covenants and agreements and portions thereof provided in this Ordinance, and (ii) shall in no way affect the validity of the other provisions of this Ordinance or of the Series 2020 Bond; however, the holder of the Series 2020 Bond shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

Section 5. South Carolina Tax Exemption.

Both the principal and interest on the Series 2020 Bond shall be exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes.

Section 6. Security.

For the punctual payment of the principal and interest of the Series 2020 Bond, there are hereby irrevocably pledged the TIF Revenues generated from the TIF District. Such pledge of TIF Revenues is on a parity with the pledge of TIF Revenues securing the Series 2013 Bond and the Series 2018 Bond. It is specifically recognized that any amendments to this Ordinance or the TIF Ordinance must be approved in writing by the Purchaser.

Section 7. Information.

The City will provide audited financial statements on an annual basis to the Purchaser within 270 days after the end of the fiscal year and will further provide additional information relating to the Series 2020 Bond as the Purchaser shall reasonably expect.

THIS ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON FINAL READING.

DONE IN MEETING DULY ASSEMBLED, this 25th day of February, 2020.

CITY OF CHARLESTON, SOUTH CAROLINA

By _____
Mayor

Attest:

City Clerk

First Reading: February 11, 2020
Second and Third Readings: February 25, 2020

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CITY OF CHARLESTON
SPECIAL OBLIGATION REDEVELOPMENT BOND
(CHARLESTON NECK REDEVELOPMENT PROJECT AREA),
SERIES 2020

THE CITY OF CHARLESTON, SOUTH CAROLINA (the "City") hereby acknowledges itself indebted, and, for value received, promises to pay to Bank of America, N.A., its successors and assigns (the "**Registered Holder**") the principal sum of \$7,900,000 together with interest thereon. Interest on the outstanding principal amount of this Bond shall accrue at the rate of [____%] per annum, subject to adjustment as provided herein, and shall be payable on March 1 and September 1, commencing September 1, 2020. Principal shall be payable on September 1 of each year as follows:

Due

Principal Amount

Both the principal and interest on this Bond are payable in any coin or currency of the United States of America, which is, at the time of payment, legal tender for the payment of public and private debts. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

On and after the Taxable Date, interest on the outstanding principal amount of this Bond shall accrue at the rate of [____]% per annum. During the continuance of an Event of Default, interest on the outstanding principal amount of this Bond shall accrue (i) prior to the Taxable Date, at the rate of [____]% per annum, and (ii) on and after the Taxable Date, at the rate of [____]% per annum.

THIS BOND is issued by the City pursuant to the authorization of the Tax Increment Financing Act codified as Sections 31-6-10 to 31-6-120, Code of Laws of South Carolina, 1976, as amended, an ordinance adopted by the City Council of the City ("**City Council**") on December 21, 2004, as amended by ordinances adopted by City Council on July 15, 2014 and May 14, 2019 (collectively, the "**TIF Ordinance**") and an ordinance adopted by City Council on February 25, 2020 (the "**Bond Ordinance**"). For the payment of this Bond, both principal and interest, there are pledged (A) the incremental tax revenues generated from the Charleston Neck Redevelopment Project Area Tax Increment District and (B) amounts on deposit in the Principal and Interest Fund and the Construction Fund, as further described in the Financing Agreement dated as of February __, 2020 (the "**Financing Agreement**"), between the City and Bank of America, N.A. Capitalized terms used but not defined in this Bond shall have the meanings assigned to such terms in the Bond Ordinance or the Financing Agreement.

The full faith, credit and taxing power of the City are not pledged to the payment of this Bond. The Bond shall at all times be registered on registry books of the City to be kept at the Office of the Clerk of Council of the City of Charleston, South Carolina, and each transfer to be valid shall be made on the registration books (the "**Registration Book**") and similarly noted on this Bond and the Form of Assignment attached hereto. The Registered Holder may at any time assign and transfer this Bond in the manner above noted.

THIS BOND is subject to redemption at the option of the City, in whole, or in part, on any date with seven days prior written notice to the Registered Holder by payment of an amount equal to the principal amount to be optionally redeemed plus accrued interest thereon to the date of redemption plus a Make Whole Redemption Premium calculated by the Registered Holder. For purposes of this paragraph, the following terms have the following meanings.

"**Make Whole Redemption Premium**" means the present value (discounted by the Reinvestment Rate (as defined below)) of the difference, if positive, between (i) the sum of the interest payments that would have accrued on the principal to be redeemed at a [_____] % fixed interest rate, as if the redemption had not been made, less (ii) the sum of the interest payments that would have accrued on the principal to be redeemed at a fixed interest rate equal to the Reinvestment Rate, as if the redemption had not been made.

"**Reinvestment Rate**" means the Swap Rate on the date the Make Whole Redemption Premium is calculated by the Registered Holder for a term corresponding to the period of time remaining until such principal amount to be redeemed was scheduled to be paid, interpolated on a linear basis, if necessary.

"**Swap Rate**" means, as of any date, the offered U.S. Dollar interest rate swap rate that a fixed rate receiver would receive in return for paying a floating rate equal to the three month LIBOR determined by the Registered Holder on such date by reference to the Bloomberg service or such other similar data source then used by the Registered Holder for determining such rate; provided if such three month LIBOR rate is not available at such time for any reason, then the rate will be determined by such alternate method as reasonably selected by the Registered Holder.

Any partial optional redemption of principal will be applied to the most remote payment of principal due under this Bond.

THIS BOND and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except estate, transfer taxes and certain franchise taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this Bond, do exist, have happened and have been performed in regular and due time, form and manner.

IN WITNESS WHEREOF, THE CITY OF CHARLESTON, pursuant to the authorization of Sections 31-6-10 to 31-6-120, inclusive, Code of Laws of South Carolina, 1976, the TIF Ordinance and the Bond Ordinance, has caused these presents to be signed in its name by its Mayor and attested by the Clerk of City Council and its Corporate Seal to be impressed hereon, and this Bond to be dated as of the ____ day of February, 2020.

(SEAL)

THE CITY OF CHARLESTON, SOUTH CAROLINA

By _____
Mayor

Attest:

Clerk, City Council of the City of
Charleston, South Carolina

CERTIFICATE OF AUTHENTICATION

This Bond delivered at Charleston, South Carolina, is the fully registered Series 2020 Bond described in the within mentioned Bond Ordinance. Interest hereon accrues from _____, 2020.

By _____
City Clerk of the City of Charleston, Registrar

February __, 2020

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Bond of the City of Charleston, South Carolina, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the same on books of the Registrar with full power of substitution in the premises.

Dated:

_____ 20__

Signature Guaranteed:

FINANCING AGREEMENT

CITY OF CHARLESTON, SOUTH CAROLINA

AND

securing the

\$7,900,000

SPECIAL OBLIGATION REDEVELOPMENT BOND
(CHARLESTON NECK REDEVELOPMENT PROJECT AREA),
SERIES 2020
OF THE CITY OF CHARLESTON, SOUTH CAROLINA

DATED AS OF FEBRUARY __, 2020

FINANCING AGREEMENT

This FINANCING AGREEMENT (the "**Agreement**") dated as of February __, 2020, between the CITY OF CHARLESTON, SOUTH CAROLINA (the "**City**"), a body politic and corporate and a political subdivision of the State of South Carolina (the "**State**"), and BANK OF AMERICA, N.A., as purchaser of the hereinafter defined Series 2020 Bond (the "**Purchaser**") is being executed in connection with the issuance of the Series 2020 Bond related to the Charleston Neck Redevelopment Project Area, a redevelopment project area established pursuant to the hereinafter defined TIF Act.

RECITALS

WHEREAS, pursuant to the "Tax Increment Financing Law," codified at Title 31, Chapter 6, Code of Laws of South Carolina 1976, as amended (the "**TIF Act**"), the City is authorized to establish redevelopment project areas, issue obligations to carry out a redevelopment project and pay redevelopment project costs, each as defined in the TIF Act; and

WHEREAS, the City is further authorized by the TIF Act to issue bonds payable from funds in and to be deposited in the special tax allocation fund created pursuant to Section 31-6-70 of the TIF Act and secured by a pledge of such revenues and receipts; and

WHEREAS, pursuant to an ordinance adopted by City Council on December 21, 2004, as amended by ordinances adopted by City Council on July 15, 2014 and May 14, 2019 (collectively, the "**TIF Ordinance**"), the City created the Charleston Neck Redevelopment Project Area (the "**Redevelopment Project Area**" or the "**TIF District**"); and

WHEREAS, the Charleston Neck Area Redevelopment Plan appearing at Exhibit A to the TIF Ordinance, describes the expectation that certain public improvements (the "**Improvements**") will be financed by borrowings secured by a pledge of revenues generated by the TIF District, including all amounts to be deposited in the special tax allocation fund ("**TIF Revenues**"); and

WHEREAS, the TIF District was established by City Council so that the Improvements may be financed by the City through the issuance of tax increment bonds, secured by taxes deposited to a special tax allocation fund so as to provide funds to pay the costs of acquiring, equipping, and constructing the Improvements, interest coming due on the bonds during the construction period of the Improvements, funding debt service reserves for the bonds, and paying the costs incurred in connection with the authorization, issuance, and sale of the bonds; and

WHEREAS, the City issued a \$12,100,000 Special Obligation Redevelopment Bond (Charleston Neck Redevelopment Project Area), Series 2013, dated July 15, 2013 and with a final maturity of September 1, 2026 (the "**Series 2013 Bond**"), which was sold to Banc of America Preferred Funding Corporation; and

WHEREAS, the City issued a \$18,000,000 Special Obligation Redevelopment Bond (Charleston Neck Redevelopment Project Area), Series 2018, dated December 3, 2018 and with a final maturity of September 1, 2033 (the "**Series 2018 Bond**"), which was sold to Bank of America, N.A.; and

WHEREAS, pursuant to the TIF Ordinance and an Ordinance adopted by City Council on February 25, 2020 (the "**Bond Ordinance**"), the City authorized the sale to the Purchaser of a \$7,900,000 Tax Increment Bond (Charleston Neck Redevelopment Project Area), Series 2020, delivered February __.

2020 (the "**Series 2020 Bond**") secured by the provisions hereof, of the Bond Ordinance and of the TIF Ordinance; and

WHEREAS, the proceeds of the Series 2020 Bond will be used, together with other funds available to the City, to defray the costs of certain of the Improvements; and

WHEREAS, the Series 2020 Bond and the certificate of authentication to be endorsed thereon are to be in substantially the form hereto attached as Exhibit "A", with necessary and appropriate variations, omissions and insertions as permitted or required by this Agreement; and

WHEREAS, all things necessary to make the Series 2020 Bond, when authenticated by the Clerk of the City Council, the legal, valid and binding obligation of the City, enforceable in accordance with the terms thereof, and to create a valid pledge of the Pledged Amounts (as hereinafter defined), herein made for the payment of the Series 2020 Bond, have been done and performed, and the creation, execution and delivery of this Agreement, and the creation, execution and issuance of the Series 2020 Bond, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THE PARTIES HERETO HAVE AND DO HEREBY MUTUALLY CONTRACT AND AGREE AS FOLLOWS:

Section 1.01. Execution

The Series 2020 Bond shall be executed by the manual signature of the Mayor of the City, and the seal of the City shall appear thereon (which may be in facsimile form) and shall be attested by the manual signature of the Clerk to City Council.

Section 1.02. Authentication: Authenticating Agent

No Series 2020 Bond shall be valid until the certificate of authentication shall have been duly executed by the Clerk of City Council as Registrar.

Section 1.03. Registration, Transfer and Exchange

The City shall cause the Clerk of City Council, as Registrar, to maintain a Registration Book to be kept at the Office of the Clerk at City Hall.

Upon surrender for registration of transfer of the Series 2020 Bond at the designated office of the Registrar, and upon compliance with the conditions for the transfer of the Series 2020 Bond set forth herein, the City shall execute and the Registrar shall authenticate and deliver, in the name of the designated transferee, a new Series 2020 Bond. A Series 2020 Bond issued upon any such transfer or exchange shall be a valid obligation of the City, evidencing the same debt and entitled to the same benefits as the Series 2020 Bond surrendered upon such transfer or exchange.

Transfers and exchanges shall be made without charge to the holder of the Series 2020 Bond, except that the City may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of bonds.

Section 1.04. Power to Issue Bond and Create Lien

The City is duly authorized under the TIF Act and all applicable laws of the State to issue the Series 2020 Bond. The City shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge on the Pledged Amounts created herein and by the Bond Ordinance.

Section 1.05. Establishment of Principal and Interest Fund and Construction Fund; Taxability

1. In connection with the Series 2013 Bond, a Principal and Interest Fund (the "**Principal and Interest Fund**") and a Construction Fund (the "**Construction Fund**") have been established as requested by the Purchaser. The Principal and Interest Fund shall be continued in connection with the Series 2020 Bond and maintained at Bank of America, N.A. or such other bank acceptable to the Purchaser (the "**Depository Bank**") and the Construction Fund shall be continued in connection with the Series 2020 Bond maintained by the City. (The Principal and Interest Fund and the Construction Fund are herein collectively referred to as the "**Funds**").

All incremental tax revenues from the TIF District as described in Section 31-6-70(2)(b) of the TIF Act and as provided by the TIF Ordinance and the Bond Ordinance (the "**Incremental Tax Revenues**") shall be deposited by the City when received to the Principal and Interest Fund (which for purposes of the TIF Act, shall be the "special tax allocation fund" of the City) and shall be retained therein until expended as required herein or released in accordance with the terms of Section 1.06 hereof. Additional moneys, if necessary, shall be deposited by the City to the Principal and Interest Fund on a quarterly basis not later than the 1st day (or if such day is not a business day, on the next succeeding business day) of each calendar quarter commencing September 1, 2020 [**TO BE CONFIRMED**] in an amount not less than the ratable fraction of the aggregate amount of principal and interest to become due on the Series 2020 Bond on the next principal and/or interest payment date, so that, in all cases, not less than five days prior to each principal and interest payment date, the amount of principal and interest to be paid on the Series 2020 Bond shall have been accumulated and be on hand in the Principal and Interest Fund. The Purchaser is authorized to debit moneys from the Principal and Interest Fund as needed to meet payments of principal and interest on the Series 2020 Bond, and the City will execute any documents required by the Purchaser or the Depository Bank to effect the ability of the Purchaser to debit the Principal and Interest Fund.

2. Money in the Construction Fund shall be expended only for payment of the costs of the Improvements, paying the Series 2020 Bond if moneys are not available therefor in the Principal and Interest Fund, and paying expenses incident thereto in accordance with paragraph 5 of this Section 1.05. As construction progresses, the Chief Financial Officer of the City (or her designee) is authorized to withdraw from the Construction Fund moneys applicable to progress payments on aspects of the Improvements. Such costs and expenses permitted to be paid from the Construction Fund shall be limited to those defined at Section 31-6-30(8) of the TIF Act and those permitted by the TIF Ordinance.

3. The Principal and Interest Fund shall consist of a demand deposit or similar account established at the Depository Bank. The money on deposit in the Construction Fund shall be invested in investments which qualify as permissible investments as defined at Section 6-5-10 and at Sections 6-6-10 to 6-6-40, inclusive, Code of Laws of South Carolina, 1976, as amended.

4. The City shall not invest any of the moneys in the Funds in a manner contrary to any policies, rules or regulations of the Internal Revenue Service with respect to arbitrage, the violation of which policies, rules or regulations would cause the loss of the exemption of the interest on the Series 2020 Bond from Federal income taxes. Under no circumstances shall the Purchaser or the Depository Bank be held responsible for any investment violative of such policies, rules or regulations made pursuant

to such a request. The Internal Revenue Code of 1986, as amended (the "**Code**") includes restrictions and requirements relating to the investment, use and expenditure of the proceeds of tax-exempt obligations and the use of facilities financed with such proceeds. The City hereby covenants to comply with all of the restrictions and requirements of the Code so as to preserve the tax-exempt status of interest on the Series 2020 Bond.

5. As construction progresses, the Chief Financial Officer of the City (or her designee) is authorized to withdraw from the Construction Fund moneys applicable to progress payments on aspects of the Improvements. Upon request of the Purchaser, the City shall provide the Purchaser a certificate, in form and content acceptable to the Purchaser, detailing the use of the sums withdrawn from the Construction Fund, describing the status of completion of such Improvements and certifying that the sums so withdrawn were applied to payment or reimbursement of costs incident to the construction of the Improvements and that no part of the items so paid had been previously paid. The above-described Certificate shall be duly executed by an authorized representative of the City. Upon completion of all Improvements to be made in the TIF District, the City shall transfer moneys, if any, held in the Construction Fund to the Principal and Interest Fund. Such costs and expenses permitted to be paid from the Construction Fund are limited to those defined at Section 31-6-30(8) of the TIF Act and those permitted by the TIF Ordinance.

6. In the event a Determination of Taxability occurs, the City hereby agrees to pay to each Bondholder (including any former Bondholder) of the Series 2020 Bond on demand therefor (i) an amount equal to the difference between (A) the amount of interest that would have been paid to such Bondholder on the Series 2020 Bond during the period for which interest on the Series 2020 Bond is included in the gross income of such Bondholder if the Series 2020 Bond had borne interest at the Taxable Rate, beginning on the Taxable Date (the "**Taxable Period**"), and (B) the amount of interest actually paid to such Bondholder during the Taxable Period, and (ii) an amount equal to any interest, penalties or charges owed by such Bondholder as a result of interest on the Series 2020 Bond becoming included in the gross income of such Bondholder, together with any and all attorneys' fees, court costs, or other out of pocket costs incurred by such Bondholder in connection therewith.

Section 1.06. Security

Pursuant to Section 31-6-70 of the TIF Act and the Bond Ordinance, the City hereby pledges to the Purchaser, and the Series 2020 Bond is secured by, and on a parity with the Series 2013 Bond, the Series 2018 Bond, the Incremental Tax Revenues and amounts on deposit in the Principal and Interest Fund and the Construction Fund (collectively, the "**Pledged Amounts**"). The City shall execute any documents and cause to be taken any action reasonably requested by the Purchaser for the purpose of better securing such pledges. No Incremental Tax Revenues will be released to the overlapping political entities until the Series 2020 Bond and any further indebtedness incurred pursuant to the TIF Act is fully repaid. Whenever, as of any August 1, there shall be on deposit in the Principal and Interest Fund an amount equal to 102% of the aggregate principal and interest payments due in the next succeeding 12 month period, any excess therein shall, at the written direction of the City, be transferred to the Construction Fund. In addition, the Mayor is authorized to negotiate with the Purchaser the release of any part of the security above described including, specifically, requesting that the Purchaser transfer additional funds in the Principal and Interest Fund to the Construction Fund.

Pursuant to Section 31-6-40 of the TIF Act, it is specifically recognized that the City may pledge Incremental Tax Revenues to the payment of the Improvements and indebtedness issued by the City to carry out the Improvements. Further, pursuant to Section 31-6-40 of the TIF Act, upon payment in full of the obligation evidenced by the Series 2020 Bond and any further indebtedness incurred pursuant to the TIF Act, any surplus funds realized through the ad valorem tax levy held in the Principal and Interest

Fund created herein, which Principal and Interest Fund constitutes a "special tax allocation fund," as such term is used in the TIF Act, shall be paid to the County Treasurer for distribution to the respective taxing districts in the manner and upon the terms set forth in Section 31-6-40.

Section 1.07. City Covenants and Agreements

1. The City hereby covenants that the pledge contained herein is on a parity with the Series 2013 Bond and the Series 2018 Bond which pledge is superior to any other lien on the Pledged Amounts and further covenants that it will not issue any obligations otherwise secured by a lien on the Pledged Amounts without the prior written consent of the Purchaser.

2. Every covenant, undertaking and agreement made on behalf of the City as set forth herein or in the Bond Ordinance or in the TIF Ordinance is made, undertaken and agreed to, for the proper securing of the payment of the principal of and interest on the Series 2020 Bond. Each shall be a contract between the City and the Purchaser and any subsequent holder of the Series 2020 Bond and shall be enforceable accordingly. The Purchaser may at any time assign and transfer the Series 2020 Bond in the manner set forth in the Series 2020 Bond.

3. The City covenants to take all proper steps necessary and appropriate to maximize Incremental Tax Revenues and not to take any action, including but not limited to, the substantial alteration of the City's assets located in the TIF District, that would materially and adversely affect the amount of Incremental Tax Revenues.

4. The City covenants to use its best efforts to appropriate, from time to time, moneys from the City's General Fund in an amount necessary to pay principal, interest and premium, if any, on the Series 2020 Bond when and if Pledged Amounts are not available therefor.

5. The City covenants to cause at least one Rating Agency to at all times assign a rating to the City's long-term, unenhanced general obligation debt.

6. The City represents, warrants and covenants that the Series 2020 Bond (i) will not be rated by a Rating Agency, (ii) will not be DTC eligible or otherwise made subject to a book entry system, (iii) will not be assigned a CUSIP number, and (iv) will not be sold or remarketed pursuant to an official statement or offering memorandum, in each case without first obtaining the prior written consent of the Purchaser.

Section 1.08. Use of Bond Proceeds to Comply with Internal Revenue Code

The City covenants to the Purchaser that it will not make or direct the making of any investment or other use of the proceeds of the Series 2020 Bond which would cause the Series 2020 Bond to be an "arbitrage bond" as that term is defined in Section 148 (or any successor provision thereto) of the Code and/or "private activity bonds" as that term is defined in Section 141 (or any successor provision thereto) of the Code, and that it will comply with the requirements of such Code section and related regulations throughout the term of the Series 2020 Bond. The City hereby further covenants and agrees to comply with the procedures and covenants contained in any arbitrage rebate agreement executed in connection with the issuance of the Series 2020 Bond for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2020 Bond.

Section 1.09. Additional Bonds

The City may issue at any time one or more series of bonds ("**Additional Bonds**") for any lawful purpose which Additional Bonds shall be on a parity with the Series 2013 Bond, the Series 2018 Bond and the Series 2020 Bond upon satisfaction of the following conditions:

(1) There shall exist on the occasion of the issuance of the Additional Bonds, (i) no default in the payment of the principal of or interest on the Series 2013 Bond, the Series 2018 Bond, the Series 2020 Bond or any Additional Bonds previously issued; (ii) no default under any covenant or agreement made by the City in connection with the Series 2013 Bond, the Series 2018, the Series 2020 Bond or any Additional Bonds previously issued, or (iii) no Event of Default (as such term is defined below); and

(2) The Incremental Tax Revenues received from the Charleston County Treasurer for the fiscal year next preceding the issuance of the proposed Additional Bonds shall have been equal to at least 130% of the maximum annual principal and interest requirements for the then current or any succeeding fiscal year for the Series 2013 Bond, the Series 2018 Bond, the Series 2020 Bond, any Additional Bonds previously issued and the Additional Bonds proposed to be issued.

Section 1.10. Compliance With Other Contracts and Agreements

The City shall comply with and abide by all of the terms and conditions of any and all contracts and agreements which the City enters into in connection with the issuance of the Series 2020 Bond.

Section 1.11. Further Assurances

The City shall not enter into any contract or take any action by which the rights of the Purchaser may be impaired. The City (i) represents and warrants there are no other liens, pledges or claims in the Pledged Amounts; and (ii) except in compliance with Section 1.09 herein, covenants it will not encumber in any manner any of the Pledged Amounts and will not incur any indebtedness or obligations secured by all or any portion of the Pledged Amounts without the prior written consent of the Purchaser.

Section 1.12. Events of Default Defined

Each of the following shall be an "Event of Default," with respect to the Series 2020 Bond:

(a) if payment of any installment of interest on the Series 2020 Bond is not made when it becomes due and payable; or

(b) if payment of the principal of the Series 2020 Bond is not made when it becomes due and payable; or

(c) if the City, for any reason, is rendered incapable of fulfilling its obligations under this Agreement (except obligations set forth in Sections 1.05(4) and 1.08 of this Agreement), the TIF Ordinance, the Bond Ordinance, or under the TIF Act; or

(d) if the City proposes or makes an assignment for the benefit of creditors or enters into a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the City or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the City and if such is not vacated, dismissed or stayed on appeal within 90 days:

(e) if the City defaults in the due and punctual performance of any other covenant in this Agreement (except covenants set forth in Sections 1.05(4) and 1.08 of this Agreement), the TIF Ordinance or the Bond Ordinance and such default continues for 60 days after written notice requiring the same to be remedied shall have been given to the City, provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such 60 day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the City shall commence such performance within such 60 day period and shall diligently and continuously prosecute the same to completion; or

(f) if the underlying debt rating assigned by any Rating Agency to any long-term, unenhanced general obligation debt of the City is below Baa3 (by Moody's) or BBB- (by Fitch or S&P) or is withdrawn or suspended by any Rating Agency for credit related reasons, and such rating, withdrawal or suspension continues for 30 days. (References to the ratings above are to rating categories as determined by a Rating Agency as of the date of this Agreement and, in the event of the adoption of any new or changed rating system by such Rating Agency, including, without limitation, any recalibration or realignment of the ratings assigned to any long-term, unenhanced general obligation debt of the City in connection with the adoption of a "global" rating scale, the ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category in effect on the date of this Agreement).

Section 1.13. Remedies/Legal Proceedings by Purchaser

Upon an Event of Default, the entire proceeds of the Pledged Amounts shall be deposited to the Principal and Interest Fund until such time as the Principal and Interest Fund contains the sum required by paragraph 1 of Section 1.05.

If any Event of Default with respect to the Series 2020 Bond has occurred and is continuing, the Purchaser may by mandamus, or other suit, action or proceeding at law or in equity, enforce all its rights including, without limitation, the right to require the City to carry out any agreements with, or for the benefit of, the Purchaser and to perform its or their duties under this Agreement, the TIF Ordinance, the Bond Ordinance, or the TIF Act.

Section 1.14. Delays and Omissions Not to Impair Rights

No delay or omission in respect of exercising any right or power accruing upon any Event of Default shall impair such right or power or be a waiver of such Event of Default.

Section 1.15. Audited Financials

The City shall, not later than 270 days following the completion of each fiscal year, commencing December 31, 2019, provide to the Purchaser the audited financials for that fiscal year. Additionally, the City, upon the request of the Purchaser, shall provide such other information regarding Incremental Tax Revenues as reasonably requested.

Section 1.16. Miscellaneous

1. If any section, paragraph, clause or provision of the TIF Ordinance or the Bond Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the TIF Ordinance or the Bond Ordinance. Amendment of this

Agreement, the TIF Ordinance or the Bond Ordinance may be made only with the written approval of the Purchaser. The terms of the TIF Ordinance and the Bond Ordinance are hereby incorporated by reference.

2 EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER DOCUMENTS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION AND (c) CERTIFIES THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE.

The terms "Claim" or "Claims" refer to any disputes, controversies, claims, counterclaims, allegations of liability, theories of damage, or defenses between Bank of America, N.A., its subsidiaries and affiliates, on the one hand, and the other parties to this Agreement, on the other hand (all of the foregoing each being referred to as a "Party" and collectively as the "Parties"). Whether in state court, federal court, or any other venue, jurisdiction, or before any tribunal, the Parties agree that all aspects of litigation and trial of any Claim will take place without resort to any form of class or representative action. Thus the Parties may only bring Claims against each other in an individual capacity and waive any right they may have to do so as a class representative or a class member in a class or representative action. **THIS CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM.**

3. Certain capitalized terms not otherwise defined shall have the meanings ascribed thereto in the Recitals and the Bond Ordinance. In addition, the following terms shall have the meanings set forth below:

"**Bondholder**" means the Purchaser and each transferee or assignee of the Purchaser as an owner of Series 2020 Bond, including the holder of the Series 2020 Bond during the relevant period of time.

"**Determination of Taxability**" means and shall be deemed to have occurred on the first to occur of the following:

(i) on the date when the City files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability has occurred;

(ii) on the date when a Bondholder or any former Bondholder notifies the City that it has received a written opinion by a nationally recognized firm of attorneys of substantial expertise on the subject of tax exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within 180 days after receipt by the City of such notification from such Bondholder or such former Bondholder, the City shall deliver to such Bondholder or such former Bondholder, as applicable, a ruling or determination letter issued to or on behalf of the City by the Commissioner or any District Director of the Internal Revenue Service (or any other

governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred:

(iii) on the date when the City shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the City, or upon any review or audit of the City or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on the date when the City shall receive notice from a Bondholder or any former Bondholder that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Bondholder or such former Bondholder the interest on the Bonds due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) hereunder unless the City has been afforded the reasonable opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; provided further, however, that upon demand from a Bondholder or former Bondholder, the City shall promptly reimburse such Bondholder or former Bondholder for any payments, including any taxes, interest, penalties or other charges, such Bondholder (or former Bondholder) shall be obligated to make as a result of the Determination of Taxability.

“**Event of Taxability**” means (i) the taking of an action by the City or the failure by the City to take any action, or the making by the City of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the Series 2020 Bond which has the effect of causing interest paid or payable on the Series 2020 Bond to become includable, in whole or in part, in the gross income of a Bondholder or any former Bondholder for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the Series 2020 Bond to become includable, in whole or in part, in the gross income of such Bondholder or such former Bondholder for federal income tax purposes with respect to the Series 2020 Bond; provided, such entry or taking of official action under this clause (ii) was based on and was as a result of an action or failure to act by the City.

“**Fitch**” means Fitch, Inc., a Delaware corporation, its successors and assigns, and if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the City with the approval of the Purchaser.

“**Moody’s**” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the City with the approval of the Purchaser.

“**Rating Agency**” means, as of any date, each of Fitch, Moody’s and S&P.

“S&P” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., its successors and assigns, and if S&P shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the City with the approval of the Purchaser.

“Taxable Date” means the date on which interest on the Series 2020 Bond is first includable in gross income of the Bondholder (including, without limitation, any previous Bondholder) thereof as a result of an Event of Taxability as such date is established pursuant to a Determination of Taxability.

4. This Agreement is binding upon, and for the benefit of, the Purchaser and its successors and assigns as holder of the Series 2020 Bond.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands as of this the ____ day of February, 2020.

CITY OF CHARLESTON, SOUTH CAROLINA

BY _____
Mayor

ATTEST:

Clerk, City Council of the City of Charleston, South
Carolina

BANK OF AMERICA, N.A.

BY _____

TITLE _____

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CITY OF CHARLESTON
SPECIAL OBLIGATION REDEVELOPMENT BOND
(CHARLESTON NECK REDEVELOPMENT PROJECT AREA),
SERIES 2020

THE CITY OF CHARLESTON, SOUTH CAROLINA (the "City") hereby acknowledges itself indebted, and, for value received, promises to pay to Bank of America, N.A., its successors and assigns (the "**Registered Holder**") the principal sum of \$7,900,000 together with interest thereon. Interest on the outstanding principal amount of this Bond shall accrue at the rate of [____%] per annum, subject to adjustment as provided herein, and shall be payable on March 1 and September 1, commencing September 1, 2020. Principal shall be payable on September 1 of each year as follows:

| <u>Due</u> | <u>Principal Amount</u> |
|------------|-------------------------|
|------------|-------------------------|

Both the principal and interest on this Bond are payable in any coin or currency of the United States of America, which is, at the time of payment, legal tender for the payment of public and private debts. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

On and after the Taxable Date, interest on the outstanding principal amount of this Bond shall accrue at the rate of [____]% per annum. During the continuance of an Event of Default, interest on the outstanding principal amount of this Bond shall accrue (i) prior to the Taxable Date, at the rate of [____]% per annum, and (ii) on and after the Taxable Date, at the rate of [____]% per annum.

THIS BOND is issued by the City pursuant to the authorization of the Tax Increment Financing Act codified as Sections 31-6-10 to 31-6-120, Code of Laws of South Carolina, 1976, as amended, an ordinance adopted by the City Council of the City ("**City Council**") on December 21, 2004, as amended by ordinances adopted by City Council on July 15, 2014 and May 14, 2019 (collectively, the "**TIF Ordinance**") and an ordinance adopted by City Council on February 25, 2020 (the "**Bond Ordinance**"). For the payment of this Bond, both principal and interest, there are pledged (A) the incremental tax revenues generated from the Charleston Neck Redevelopment Project Area Tax Increment District and (B) amounts on deposit in the Principal and Interest Fund and the Construction Fund, as further described in the Financing Agreement dated as of February __, 2020 (the "**Financing Agreement**"), between the City and Bank of America, N.A. Capitalized terms used but not defined in this Bond shall have the meanings assigned to such terms in the Bond Ordinance or the Financing Agreement.

The full faith, credit and taxing power of the City are not pledged to the payment of this Bond. The Bond shall at all times be registered on registry books of the City to be kept at the Office of the Clerk of Council of the City of Charleston, South Carolina, and each transfer to be valid shall be made on the registration books (the "**Registration Book**") and similarly noted on this Bond and the Form of Assignment attached hereto. The Registered Holder may at any time assign and transfer this Bond in the manner above noted.

THIS BOND is subject to redemption at the option of the City, in whole, or in part, on any date with seven days prior written notice to the Registered Holder by payment of an amount equal to the principal amount to be optionally redeemed plus accrued interest thereon to the date of redemption plus a Make Whole Redemption Premium calculated by the Registered Holder. For purposes of this paragraph, the following terms have the following meanings.

"**Make Whole Redemption Premium**" means the present value (discounted by the Reinvestment Rate (as defined below)) of the difference, if positive, between (i) the sum of the interest payments that would have accrued on the principal to be redeemed at a [____]% fixed interest rate, as if the redemption had not been made, less (ii) the sum of the interest payments that would have accrued on the principal to be redeemed at a fixed interest rate equal to the Reinvestment Rate, as if the redemption had not been made.

"**Reinvestment Rate**" means the Swap Rate on the date the Make Whole Redemption Premium is calculated by the Registered Holder for a term corresponding to the period of time remaining until such principal amount to be redeemed was scheduled to be paid, interpolated on a linear basis, if necessary.

"**Swap Rate**" means, as of any date, the offered U.S. Dollar interest rate swap rate that a fixed rate receiver would receive in return for paying a floating rate equal to the three month LIBOR determined by the Registered Holder on such date by reference to the Bloomberg service or such other similar data source then used by the Registered Holder for determining such rate; provided if such three month LIBOR rate is not available at such time for any reason, then the rate will be determined by such alternate method as reasonably selected by the Registered Holder.

Any partial optional redemption of principal will be applied to the most remote payment of principal due under this Bond.

THIS BOND and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except estate, transfer taxes and certain franchise taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this Bond, do exist, have happened and have been performed in regular and due time, form and manner.

IN WITNESS WHEREOF, THE CITY OF CHARLESTON, pursuant to the authorization of Sections 31-6-10 to 31-6-120, inclusive, Code of Laws of South Carolina, 1976, the TIF Ordinance and the Bond Ordinance, has caused these presents to be signed in its name by its Mayor and attested by the Clerk of City Council and its Corporate Seal to be impressed hereon, and this Bond to be dated as of the ____ day of February, 2020.

(SEAL)

THE CITY OF CHARLESTON, SOUTH CAROLINA

By _____
Mayor

Attest:

Clerk, City Council of the City of
Charleston, South Carolina

CERTIFICATE OF AUTHENTICATION

This Bond delivered at Charleston, South Carolina, is the fully registered Series 2020 Bond described in the within mentioned Bond Ordinance. Interest hereon accrues from _____, 2020.

By _____
City Clerk of the City of Charleston, Registrar

February __, 2020

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Bond of the City of Charleston, South Carolina, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the same on books of the Registrar with full power of substitution in the premises.

Dated:

_____ 20__

Signature Guaranteed:

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned, Clerk of the City Council of the City of Charleston, South Carolina, DO
HEREBY CERTIFY:

That the foregoing is a true, correct and verbatim copy of an Ordinance unanimously adopted by
the said City Council, having been read at two duly called and regularly held meetings at which a quorum
attended and remained throughout on each of February 11 and 25, 2020.

That the said Ordinance is now in full force and effect and has not been modified, amended,
repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my Hand this ____ day of February, 2020.

Clerk of the City Council of Charleston, South Carolina

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Luther Reynolds DEPT. CPD

SUBJECT: CONTRACT BETWEEN CITY AND TURNING LEAF

REQUEST: Approve contract between City and Turning Leaf Project. Turning Leaf provides a post release reentry program for recently released inmates. Amount to be paid by City is \$85,000.

COMMITTEE OF COUNCIL: _____ DATE: _____

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

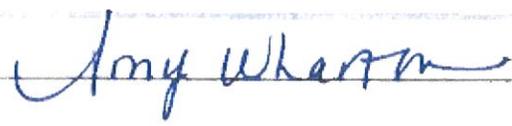
| | Yes | N/A | Signature of Individual Contacted | Attachment |
|---------------------|-------------------------------------|--------------------------|-----------------------------------|--------------------------|
| Chief of Police | <input checked="" type="checkbox"/> | <input type="checkbox"/> | _____ | <input type="checkbox"/> |
| Corporation Counsel | <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"/> | _____ | <input type="checkbox"/> |

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

If yes, provide the following: Dept./Div: 200000 Account #: 52206

Balance in Account \$85,000 Amount needed for this item \$85,000

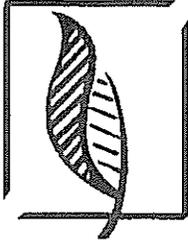
NEED: Identify any critical time constraint(s).

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.



TURNING LEAF

CHANGING LIVES RESTORING HOPE

CONTRACT – TURNING LEAF PROJECT

THIS AGREEMENT is executed by and between Turning Leaf Project (hereinafter referred to as “Provider”) and the City of Charleston (hereinafter referred to as the “City”) for the purpose of offering reentry and rehabilitation services to men returning to the City of Charleston who likely to re-offend (hereinafter referred to as the “Program”). “Provider” includes any staff or contract employees of Turning Leaf.

WHEREAS, it is the intention of the Parties to offer the Program for the purpose of building a healthier and safer community, to reduce crime and violence and rates of re-incarceration, to save tax dollars and to increase the chances of individuals becoming contributing members of society upon release from incarceration.

I. SCOPE OF AGREEMENT

- A. This Agreement forms the basis of mutual understanding and respective responsibilities between Provider and the City for implementation and support of the Program.
- B. This Agreement will be from January 1, 2020 to December 31, 2020, with review for continuation of the Program at yearly intervals thereafter. Renewal of this Agreement and continuation of the Program will be subject to each Party signing a renewal agreement.
- C. Provider and the City will formally review the progress made towards benchmarks outlined in this agreement on a quarterly basis, by the 15th day of each quarter (March, June, September and December).

II. RESPONSIBILITIES UNDER THIS CONTRACT

Operate the Turning Leaf Reentry Center

- Provider will recruit students for the program from state and federal probation, local detention centers, state prisons and community agencies that work with the formerly incarcerated population.
- Provider will coordinate services from a single site location to men recently released from incarceration scoring medium to very high on a risk assessment.
- Provider will facilitate 15 hours of classes weekly to participants, totaling 150+ hours over ten or more weeks, with all class content based in concepts of cognitive behavioral therapy.
- Provider will provide weekly cognitive behaviorally based case management to all participants for a minimum of three months.

- Provider will hire all participants to work in the Turning Leaf screen printing shop for a minimum of twelve weeks prior to community job placement.
- Provider will coordinate the hiring of every student by either a government agency or private company. Job placement will be based on individual factors like risks related to re-offending, skills, interests and access to transportation and a driver's license, as well as sustainable income and career potential.
- Provider will offer aftercare (i.e. post-graduation) services to include: ongoing case management, financial assistance for job training, peer-to-peer support and job placement services for all graduates.
- Provider will ensure and supervise random drug testing for all participants during the entire length of the program.
- Provider will conduct outreach in order to build a base of support for board development, employment opportunities, and funding.
- Provider will recruit, supervise and train the needed staff to carry out operations of the Turning Leaf Reentry Center.
- Provider will contract with a qualified service provider to manage monthly payroll and bookkeeping services.
- Provider will manage a cloud-based computer database system to capture program data and measure outputs and outcomes.
- Provider will run reports for the City as requested to demonstrate the outcomes and progress of the Project.

Compensation:

During the term of this Agreement, the Provider will be compensated in the amount of \$10,000 per quarter for the services of the Executive Director and in the amount \$9,500 per quarter for the services of the Classroom Facilitator. The total yearly compensation for both the Executive Director and Classroom Facilitator shall not exceed \$78,000.

In addition, the Provider will be reimbursed reasonable expenses not to exceed \$1,750 per quarter. Reasonable expenses include: office supplies, classroom supplies, travel and parking, building supplies and maintenance for van and reentry center, internet and phone and classroom incentives. The total yearly expenses shall not exceed \$7,000.

Payroll expenses for the 1st quarter need to be paid in advance. Payroll expenses will be invoiced early and need to be paid no later than eight weeks into the 1st quarter.

Payroll expenses for the 2nd quarter need to be paid in advance. Payroll expenses will be invoiced early and need to be paid no later than two weeks into the 2nd quarter.

Payroll expenses for the 3rd quarter need to be paid in advance. Payroll expenses need to be invoiced early and need to be paid no later than two weeks into the 3rd quarter.

Payroll expenses for the 4th quarter need to be paid in advance. Payroll expenses need to be invoiced early and need to be paid no later than two weeks into the fourth quarter.

Program Benchmarks for 2019 CY:

1. Enrollment

Target: Enroll 60 men in our target population

2. Graduation Rates

Target: 60% of all enrolled students graduate the program

3. Employment retention

Target: 70% of all students are employed full-time six months post-graduation

4. Recidivism

Target: Less than 30% of graduates will be re-arrested

IV. INDEPENDENT PROVIDER

This Agreement is considered a contract for the provision of services only between the City of Charleston and the Provider as an independent Provider. The Provider agrees to provide services as an independent Provider using individual sound professional judgment and to comply with all applicable professional standards established by any applicable certifying agencies or organizations, and laws and regulations

V. INSURANCE/INDEMNIFICATION

The Provider acknowledges that the City does not provide any liability insurance for the benefit of the Provider. Thus, if someone is injured as a result of the acts or omissions of the Provider, neither the City nor the City's insurers shall provide any insurance benefits for the benefit of the Provider or its employees or agents. The Provider shall maintain general liability insurance coverage to the limits of \$600,000. Except for expenses or liabilities incurred by the Provider arising from the negligence of the City, the Provider hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement. This promise by the Provider to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees. When the City submits notice, Provider shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. 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.

VI. TERMINATION

The City, by advance written notice, may terminate this Agreement when it is in the best interest of the City of Charleston, including but not limited to the Provider's refusal or failure to perform the services outlined herein in a timely and professional manner in accordance with this Agreement. If this Agreement is so terminated, the Provider shall not be compensated for any costs in connection with a termination for convenience. The Provider shall not be entitled to recover any damages in connection with a termination for convenience.

VII. WRITTEN AGREEMENT BETWEEN THE CITY AND PROVIDER

This Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto. This Agreement may be modified only by a written agreement signed by the City and the Provider.

VIII. NOTICE

Any notice, authorization, request or demand required or permitted under this Agreement shall be in writing and shall be deemed to have been given on: (a) the date of service of served personally or (b) the third day after mailing by first-class mail, registered or certified, postage prepaid, to the party to whom notice is given if properly addressed as follows:

For the City: Mayor John Tecklenburg
80 Broad Street
Charleston, SC 29401

With copies to: Chief Luther Reynolds
Charleston Police Department
180 Lockwood Blvd.
Charleston, SC 29403

Legal Department
50 Broad Street
Charleston, SC 29401

For the Provider: Amy Barch
Turning Leaf Project
3765 Leeds Ave.
N. Charleston, SC 29406

IX. CONTROLLING LAW

The laws of South Carolina shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their authorized representative, have signed this Agreement on the day and year first written above.

Amy Barch, "Provider," Turning Leaf Project

Date

Chief Luther Reynolds,
City of Charleston Police Department

Date

Mayor John Tecklenburg
Mayor, City of Charleston

Date

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Matthew Frohlich

DEPT. _____

BFRC _____

SUBJECT: RESOLUTION APPROVING LOAN IN EXCHANGE FOR A PROMISSORY NOTE EXECUTED BY THE WESTEDGE FOUNDATION, INC. FOR CITY'S CONTRIBUTION OF PAYMENT OF COSTS BY WESTEDGE FOR INFRASTRUCTURE IMPROVEMENTS FOR REDEVELOPMENT OF WESTEDGE DISTRICT.

REQUEST: Request approval of resolution expressing the City's intention to make a loan to the WestEdge Foundation, Inc. supporting WestEdge's obligation pursuant to the Infrastructure Development Agreement to pay certain costs incurred by Charleston Horizon Devco, LLC for the installment of public improvements supporting the redevelopment of the WestEdge District, such loan to be secured by a Promissory Note in the form attached to the Resolution in the amount of \$600,000.00 which loan shall be repaid by TIF Revenues, and further, all outstanding principal and accrued interest shall be due five years after the date of the Note.

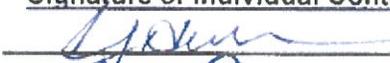
COMMITTEE OF COUNCIL: _____

Ways & Means

DATE: _____

February 11, 2020

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 checked="" type="checkbox"/> |
| BFRC | <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 #: _____ *

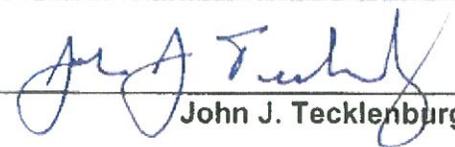
Balance in Account _____ * Amount needed for this item _____ *

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: *Funding will come from prior General Fund Reserves.

Mayor's Signature: 
John J. Tecklenburg, Mayor

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: February 11, 2020

FROM: Matt Frohlich DEPT: BFRC

ADDRESS: 10/22 West Edge

TMS: Portion of 460-00-00-014 and 460-00-00-034

ACTION REQUEST: Request approval of resolution expressing the City's intention to make a loan to the WestEdge Foundation, Inc. supporting WestEdge's obligation pursuant to the Infrastructure Development Agreement to pay certain costs incurred by Charleston Horizon Devco, LLC for the installment of public improvements supporting the redevelopment of the WestEdge District, such loan to be secured by a Promissory Note in the form attached to the Resolution in the amount of \$600,000.00 which loan shall be repaid by TIF Revenues, and further, all outstanding principle and accrued interest shall be due five years after the date of the Note.

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

ACQUISITION Seller (Property Owner) _____ Purchaser _____

DONATION/TRANSFER
Donated By: _____

FORECLOSURE
Terms: _____

PURCHASE
Terms: _____

CONDEMNATION
Terms: _____

OTHER
Terms: _____

SALE Seller (Property Owner) _____ Purchaser _____

NON-PROFIT ORG, please name _____
Terms: _____

OTHER
Terms: _____

EASEMENT Grantor (Property Owner) _____ Grantee _____

COMMERCIAL REAL ESTATE FORM

PERMANENT _____
Terms: _____

TEMPORARY _____
Terms: _____

LEASE Lessor: _____ Lessee: _____

INITIAL _____
Terms: _____

RENEWAL _____
Terms: _____

TERMINATION _____
Terms: _____

Improvement of Property
Owner: City of Charleston
Within 30 days of WestEdge Foundation receipt of any funds pursuant to Public Infrastructure Improvements Agreement, WestEdge shall pay 50% of such TIF Reimbursement Funds to the City (50% to MUSCF). All outstanding principal and accrued by unpaid interest shall be due and payable on or before five years after the date of the Promissory Note.
Terms: _____

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

Yes No N/A

Results: _____

Signature: _____

Deputy Chief Financial Officer

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

A RESOLUTION

EXPRESSING THE INTENTION TO PROVIDE FOR THE CITY TO MAKE A LOAN TO WESTEDGE FOUNDATION, INC., IN ORDER FOR WESTEDGE FOUNDATION, INC. TO PAY CERTAIN COSTS IN CONNECTION WITH THE INSTALLMENT OF CERTAIN PUBLIC IMPROVEMENTS SUPPORTING WESTEDGE, SUCH LOAN TO BE REPAID BY AND THROUGH TIF REVENUES

As an incident to the adoption of this Resolution, City Council of the City of Charleston (the “City”) makes the following findings of fact:

Pursuant to the “Tax Increment Financing Law” codified at Title 31, Chapter 6, Code of Laws of South Carolina, 1976 as amended (the “TIF Act”), the City is authorized to establish redevelopment project areas, issue obligations to carry out a redevelopment project and pay redevelopment project costs, each as further provided in the TIF Act. By ordinance adopted December 16, 2008 (the “TIF Ordinance”), the City established the Horizon Redevelopment Project Area (the “TIF District”). The redevelopment plan attached to the TIF Ordinance describes the expectation that certain public improvements will be funded by revenues generated by the TIF Ordinance (the “TIF Revenues”) or will be financed by borrowings secured by a pledge of revenues generated by the TIF District; and

Charleston Horizon Devco, LLC, a South Carolina limited liability company (“Developer”) has made certain improvements, to include without limitation (i) the construction of WestEdge Street, Horizon Street, and District Drive, related sidewalks, hardscaping, and drainage improvements (ii) the reconfiguration and rebuilding of the surface parking lot located on that certain real property located within the TIF District and owned by Charleston Hotel Propco, LLC; (iii) the improvement of Lockwood Drive north of its intersection with Spring Street; and (iv) the improvement of President Street (hereinafter collectively referred to as the “Developer Infrastructure Project”, all as further set forth in the IDA) in the TIF District, pursuant to that certain Infrastructure Development Agreement dated October 10, 2016 (the “IDA”) by and between WestEdge Foundation, Inc. (WEF) and Developer. The Developer Infrastructure Project constitutes public improvements of the type contemplated by the TIF Ordinance.

The IDA provides that WEF shall pay Developer for the cost of the Developer Infrastructure Project, with the provision that an escrow fund be established and initially funded with the net sale proceeds from the sale of the two parcels known as the “Phase IA Parcel” and “Phase IB Parcel”, respectively (both the Phase IA Parcel and Phase IB Parcel being as more particularly described in the IDA), together with supplemental amounts deposited by WEF into the escrow fund from time to time (the “Supplemental Deposits”) and such escrow fund shall be used to pay for the cost of the Developer Infrastructure Project (the “Escrow Fund”). The IDA also provides that the total cost of the Developer Infrastructure Project shall not exceed \$12,605,697.00. As of January 1, 2020, the Escrow Fund has received total deposits of \$10,948,461.41 plus accrued interest of \$6,168.69, and \$10,801,350.08 has been disbursed from the Escrow Fund to Developer in connection with completion portions of the Developer Infrastructure Project.

WEF and the City are parties to that certain Public Infrastructure Improvements Agreement dated as of September 13, 2016 (the "*PIAA*"), which contemplates generally that the City would reimburse WEF, as well as itself and MUSCF, out of the TIF Revenues as available for monies paid by WEF, the City, and MUSCF in connection with the Developer Infrastructure Project.

In that certain Tri-Party Agreement To Provide Interim Funding For WestEdge Infrastructure Costs by and among the City, MUSCF, and WEF dated September 13, 2016 and approved by City Council on September 13, 2016 (the "*Tri-Party Agreement*"), MUSCF, and the City agreed to make deposit monies into the Escrow Fund to enable WEF to make payments to the Developer under the IDA on account of the Developer Infrastructure Project in the event that WEF could not pay the Supplemental Deposits into the Escrow Fund, provided the amount to be paid by either MUSCF or WEF under the Tri-Party Agreement shall not exceed the lesser of (i) 50% of the amount owing, or (ii) \$2,400,000.00.

On account of the foregoing, MUSCF and the City have each made a loan in the amount of \$925,000.00 (for a total of \$1,850,000.00) to WEF in order for WEF to make a Supplemental Deposit into the Escrow Fund to allow WEF to meet its payment obligations in connection with the Developer Infrastructure Project.

The estimated cost for the completion of the remainder of the Developer Infrastructure Project is \$1,330,210.00, and there are insufficient funds in the Escrow Fund in order for WEF to pay for same. As such, the City and MUSCF have each agreed to make an additional loan in the amount of \$600,000.00 (for a total of \$1,200,000.00) to WEF in order to for WEF to make a Supplemental Deposit on account of such costs (each, an "**Infrastructure Contribution**" and together, the "**Infrastructure Contributions**"), both such Infrastructure Contributions to be made to WEF on or before the date which is sixty (60) days after the date of this Resolution. In no event shall the City be obligated to make an Infrastructure Contribution in the event MUSCF does not make an Infrastructure Contribution.

WEF has agreed to give promissory notes to MUSCF and to the City evidencing the foregoing loans, provided, however, that it is intended that MUSCF and the City shall each be repaid for their respective Infrastructure Contributions out of the TIF Revenues collected by WEF under the PIAA from and after the date the Infrastructure Contributions are made to WEF. In payment of the foregoing, each dollar shall be paid 50% to the City and 50% to MUSCF unless and until each has been repaid in full.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA:

SECTION 1. City Council confirms all the findings of fact contained in the recitals of this Resolution.

SECTION 2. The foregoing loan from the City to WEF is hereby approved. City Council hereby authorizes the Mayor to execute and deliver any and all necessary agreements to effectuate the intent of this Resolution, and to make the loan in exchange for a promissory note executed by WEF in the form attached hereto as Exhibit A and incorporated herein by this reference.

DONE IN MEETING DULY ASSEMBLED, on April ____, 2020.

CITY OF CHARLESTON, SOUTH
CAROLINA

By:

Mayor

Attest:

Clerk

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned, Clerk of City Council of Charleston, South Carolina, DO HEREBY CERTIFY:

That the foregoing is a true, correct and verbatim copy of a Resolution adopted by the said City Council, having been read at a duly called and regularly held meetings at which a quorum attended and remained throughout on February __, 2020.

That the said Resolution is now in full force and effect and has not been modified, amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my Hand this ____ day of _____, 2020.

Clerk of City Council of the City of
Charleston, South Carolina

Exhibit A
Form of Promissory Note

PROMISSORY NOTE

\$600,000.00

Charleston, South Carolina
_____, 2020

FOR VALUE RECEIVED, **WESTEDGE FOUNDATION, INC.**, a South Carolina nonprofit corporation (the "**Borrower**"), with a mailing address at PO Box 20549, Charleston, South Carolina, 29413, Attn: Michael T. Maher, promises to pay to the order of **THE CITY OF CHARLESTON** (the "**Lender**"), with a mailing address as at 80 Broad Street, Charleston, South Carolina, 29401, or at such other place or to such other party or parties as Lender may designate in writing from time to time, the principal sum of SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$600,000.00), bearing interest at the rate of seven percent (7.0%) per annum.

Within thirty (30) days after Borrower's receipt of any funds pursuant to that certain Public Infrastructure Improvements Agreement dated September 13, 2016 by and between Borrower and Lender (the "**TIF Reimbursement Funds**"), Borrower shall pay fifty percent (50%) of such TIF Reimbursement Funds to Lender. All outstanding principal and accrued but unpaid interest shall be due and payable on or before the date which is five (5) years after the date of this Note (the "**Maturity Date**").

This Promissory Note (this "**Note**") may be prepaid in whole or in part at any time.

All installments of principal and all interest are payable in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment. In the event of (a) failure to pay this Note in full on the Maturity Date; (b) the failure of Borrower to keep, perform, or observe any other obligation, covenant, or agreement contained in this Note, and the continuation of such failure for a period of thirty (30) days after notice thereof by Lender to Borrower; or (c) the voluntary filing of a petition or other pleading by or with respect to Borrower seeking relief under any bankruptcy law or other law for the benefit of debtors or the involuntary filing thereof which is not dismissed within ninety (90) day of such filing (each, an "**Event of Default**"), then or at any time thereafter, at the option of the Lender, the whole of the principal sum then remaining unpaid hereunder together with all interest accrued thereon, shall immediately become due and payable without further notice.

If this Note is placed in the hands of an attorney for collection or is collected through any legal proceedings, Borrower promises to pay all expenses of collection and reasonable attorney's fees incurred by Lender.

In the event the interest provisions hereof or any exactions provided for herein or in the lien documents or any other instruments securing this Note shall result at any time during the life of the loan in an effective rate of interest which, for any period of time, transcends the limit of the usury or any other law applicable to the loan evidenced hereby, all sums in excess of those lawfully collectible as interest for the period in question, at the option of Lender, without further agreement or notice between or by any party hereto, shall be deemed applied to principal immediately upon receipt of such monies by Lender. Notwithstanding the foregoing, Lender may at any time and from time to time elect to reduce the collection of any interest to that

permitted by law.

Borrower and all endorsers, guarantors and all persons liable or to become liable on this Note waive presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Note, and consent to any and all renewals and extensions of the time of payment hereof, and agree, further, that at any time and from time to time without notice, the terms of payment herein may be modified or the security described in any lien document securing the Note released in whole or in part, or increased, changed or exchanged by agreement between Lender and any owner of property affected by said lien document without in anywise affecting the liability of any party to this instrument or any person liable with respect to any indebtedness evidenced hereby.

Lender is not required to rely on any collateral for the payment of the Note in the event of default by the Borrower, but may proceed directly against the Borrower and any guarantors or endorsers in such manner as it deems desirable. None of the rights and remedies of Lender hereunder is to be waived or affected by failure or delay to exercise them. All remedies conferred on Lender by this Note or any other instrument or agreement shall be cumulative, and none is exclusive. Such remedies may be exercised concurrently or consecutively at Lender's option.

This Note may be prepaid in whole or in part without penalty.

This Note shall be the joint and several obligation of all makers, guarantors and endorsers hereof and shall be binding upon them and their successors and assigns.

This Note shall be governed as to validity, interpretation, construction, effect, and in all other respects by the laws and decisions of the State of South Carolina.

Wherever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note or portion thereof shall be prohibited by or be invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

This Note may be assigned by Lender with or without recourse.

Borrower submits to the jurisdiction of any court of competent jurisdiction within the State of South Carolina. Borrower further agrees to comply with all requirements necessary to give such court in personam jurisdiction and agrees that service of process may be accomplished by, in addition to any other lawful means, certified mail, return receipt requested.

*****Remainder of Page Intentionally Left Blank*****

[Signature on Following Page]

WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER, BY SIGNING BELOW, AND LENDER, BY ACCEPTING THIS DOCUMENT, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A JURY TRIAL IN ANY ACTION, PROCEEDING, OR LITIGATION RELATED TO, CONCERNING, OR IN ANY WAY CONNECTED WITH THIS NOTE AND ANY AND ALL LOAN DOCUMENTS EXECUTED IN CONNECTION THEREWITH OR INCIDENTAL THERETO, AND WAIVES THE RIGHT TO A JURY TRIAL OF ANY DEFENSE, CLAIM, CROSS-CLAIM, COUNTERCLAIM, CLAIM OF SET-OFF, OR SIMILAR CLAIM OF ANY NATURE THAT SUCH PARTY COULD OR MAY ASSERT AGAINST ANOTHER PARTY, AND AGREES THAT ANY SUCH ACTION, PROCEEDING, LITIGATION SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL INDUCEMENT TO THE PARTIES TO ENTER INTO THIS TRANSACTION. BORROWER AND LENDER SHALL NOT HAVE A REMEDY OF PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER IN ANY DISPUTE AND HEREBY WAIVE ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES THEY HAVE NOW OR WHICH MAY ARISE IN THE FUTURE IN CONNECTION WITH ANY DISPUTE.

BORROWER:

WestEdge Foundation, Inc.,
a South Carolina nonprofit corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

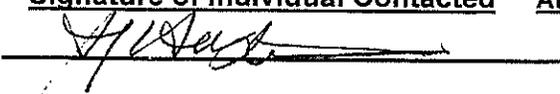
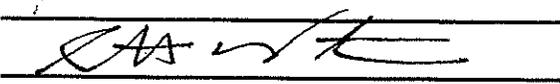
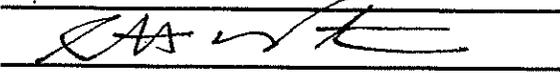
COMMITTEE / COUNCIL AGENDA

13.)

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS – SOUTH CAROLINA ARTS COMMISSION
REQUEST: To Apply for funding from the South Carolina Arts Commission to support Office of Cultural Affairs General Operations/ Programs for time period is 7/1/2020 to 6/30/2023.

COMMITTEE OF COUNCIL: W&M DATE: February 11, 2020

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"/> |
| Office of Cultural Affairs | <input checked="" type="checkbox"/> | <input type="checkbox"/> |  | <input type="checkbox"/> |
| Grants Manager | <input checked="" 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 _____

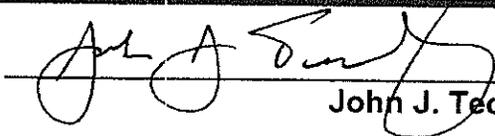
Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT:

A 3:1 City match is required. Matching funds will come from foundation support and paid admissions.

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.

Application



Public Profile



Copy Previous Answers



Collaborate

Process: FY21 General Operating Support - Group 2 (App FY21)

Contact Info Request

Applicant:

Mr. Scott Watson

watsons@charleston-sc.gov

843-720-3885

75 Calhoun Street, Suite 3800

Charleston, SC 29401

Organization:

City of Charleston-Cultural Affairs

57-6000226

843-724-7305

75 Calhoun Street, Suite 3800

Charleston SC 29401 Charleston



Contact Email History



If your organization information does not appear correct, please click the edit (pencil) icon

Application

Application Packet

Question List

Due on 02/17/2020 11:59 PM EST

Fields with an asterisk (*) are required

▼ Applicant Contact Information

Contact Person for this Grant*

Please review the "Applicant" information shown at the top of this page. The name and contact information should be that of the person who will:

1. be managing this grant's activities, and
2. receive and respond to communications from the Arts Commission about this grant.

- If you need to make changes to the contact information shown for the Applicant and/or the Organization, click the pencil icon to the right of that section at the top of this page.
- If the wrong person is shown as the "Applicant," we will need to reassign the application to the correct contact person's Foundant account. Please send an email to Grants@arts.sc.gov to request this change. (You may come back to this question before submitting if you are waiting for the Grants Office to reassign the application to the correct user.)

Please confirm that the contact person managing this grant is the "Applicant" shown at the top of the page, and the contact information shown is correct.

Yes. The "Applicant" info shown is correct for the contact person managing this grant.

✓ Authorized Official for this Organization

An organization's Authorized Official is the person responsible for signing legal documents and entering into contractual agreements. Generally, this is the Executive Director or Board President.

Authorized Official Confirmation*

Is the contact for this grant also the authorized official for this organization?

Yes

No

✓ Authorized Official Contact Information

Authorizing Official Prefix*

(Mr., Mrs., Ms., Dr., etc.)

Ms.

Authorizing Official First Name*

Amy

Authorizing Official Last Name*

Wharton

Authorizing Official Suffix

(Sr., Jr., III, etc.)

Authorizing Official Title*

(e.g. Executive Director, Artistic Director, President, etc.)

Chief Financial Officer

Authorizing Official Email*

✉ whartona@charleston-sc.gov

Authorizing Official Phone*

Daytime phone number.
(e.g. 999-999-9999)

843-579-7596

✓ **Fiscal Agent/Receiver**

Using a Fiscal Agent/Receiver*

A fiscal agent/receiver is required if the applicant is:

- a nonprofit community-based arts organization which does not currently have federal tax-exempt status with the IRS; you must apply through a tax-exempt fiscal agent/receiver organization.
- a unit of government, which requires payments to flow through a central office (e.g., office of sponsored programs), serving as fiscal agent/receiver.

Are you applying through a tax-exempt fiscal agent/receiver organization?

- Yes
 No

✓ **Organization Profile**

Legal Status:*

Select the code that best describes your organization.

08 Government - Municipal



Applicant Institution:*

Select the code that best describes your organization.

38 Government - Executive



Org Type*

Select one from the list below that best describes your organization.

Please refer to the grant guidelines for more information if you are unsure which selection best describes your organization.

- Our organization has a primary mission focused on the arts.
 Our organization is the primary arts provider in our community.
 None of the above.

If *None of the Above*, you are not eligible for this grant. If you need assistance please contact Cathy Lee.

Primary Discipline:*

Select your organization's primary arts discipline.

14 Multidisciplinary

Year Founded:*

Provide the year your organization was founded.

Format: YYYY

1977

Mission Statement:*

Provide your organization's mission statement.

To promote and foster artistic expression and cultural participation, enhancing the quality of life for Charleston's citizens regardless of social, economic or physical considerations. OCA provides access to the arts, producing and supporting programs that educate, inform and inspire through cultural activities that celebrate creativity and diversity, that contribute to ongoing regional economic development and that underscore Charleston's reputation as an

1 characters left of 500

Year Visited/Revised:

Enter the year your mission statement was last visited or revised

2020

Mission Revisited/Revised

Was your mission statement revisited and/or revised?

Select all that apply.

Revisited

Revised

Accessibility*

Select all the ways your organization provides access to people with disabilities.

TDD access

Audio assistance

Signing for the hearing impaired or deaf

- Audio description
- Visual description
- Large print materials
- Website accessibility
- Wheelchair ramp(s) into building(s)
- Wheelchair ramp(s) within building(s)
- Wheelchair seating in performance space
- Elevator
- Braille signage
- Accessible restrooms
- Accessible water fountain
- Accessible backstage and dressing rooms
- Alternative accessible facilities for performances and/or exhibitions
- None of the above
- Other

Accessibility Other

If Other selected above, then provide a brief description.

100 characters left of 100

Demographics

City or County - an organization whose mission is to provide arts programs and services to a city, town or region contained within a single county. **Most arts organizations are in this category.**

Multi-County - an organization whose mission is to provide arts programs and services to a region consisting of more than one county.

Statewide - an organization whose mission is specific and programs are intentional about providing arts programs and services for the entire state, as opposed to serving a specific city, county or region. If Statewide is selected this should be reflected in your mission statement. **Most arts organizations are NOT statewide organizations.**

Geographic Service Area*

Based on the definitions above, please select the geographic service area that best fits your organization. For most applicants, this is going to be either City or County.

- City
- County
- Multi-County
- Statewide
- Out of State

Demographics*

Provide the city or county in which your organization is located

Charleston

The demographic information you will provide in the following questions is based on this service area. This information is available at QuickFacts.

Note: if the chart for your city or county has "NA" or "Z" then enter in zeros. Ex: 0.0

Population*

Population estimates, July 1, 2018, (V2018)

405905

Population Percent Change*

Population, percent change - April 1, 2010 (estimates base) to July 1, 2018, (V2018)

15.9

Persons Under 18*

Persons under 18 years, percent

19.7

Persons 65 & Over*

Persons 65 years and over, percent

16.4

White*

White alone, percent

69.2

African American*

Black or African American alone, percent

--

##

American Indian/Alaskan Native*

American Indian or Alaskan Native alone, percent

0.4

Asian*

Asian alone, percent

1.8

Native Hawaiian*

Native Hawaiian and Other Pacific Islander alone, percent

0.1

Hispanic*

Hispanic or Latino alone, percent

5.1

High School*

High school graduate or higher, percent of persons age 25 years+

91.5

Bachelor's Degree*

Bachelor's degree or higher, percent of persons age 25 years+

42.8

Median Income*

Median household income (in 2017 dollars)

\$ 61,028.00

Poverty*

Persons in poverty, percent

14.2

Population Sq Mile*

Population per square mile, 2010

382.3

Special Features

Provide us information on any special local features, characteristics, or conditions that have a significant impact on the life of your community.

The Charleston peninsula sits low, leaving the city vulnerable to frequent flooding associated with heavy rains, hurricanes and high tides. The realities of climate change and sea level rise are increasingly evident and directly impact the life of the community. The frequency and intensity of tropical storms and hurricanes are a seasonal threat to the Charleston area during the summer and early fall, with the area having experienced

965 characters left of 1,500

Organization Health Intro

An organization that receives a high score on the Organization Health section worth 30 percent will

1. have governance, management, and staffing appropriate and sufficient to support the work of the organization. This is not meant to imply that management must be paid professionals. For some organizations, competent volunteers are appropriate and sufficient;
2. invest in learning by board and staff;
3. have practical, appropriate methods for well-informed planning and evaluation, and
4. have sufficient income to support stable programming and access to cash to cover occasional shortfalls.

Organization Health - Board

Board Description*

Select the best description of your board

- Working (Sets goals and policies, makes policy decisions AND performs operational functions.)
- Policy/Advisory (Sets goals and policies, makes policy decisions, delegates functions to others.)

Provide the following information on board terms.

Board Term*

Give us the length of one board term

4+ Years

Consecutive Terms*

Tell us the number of terms a board member may serve consecutively.

Unlimited



Board Meetings*

Tell us the number of times your full board meets each year (average or mandated number).

22

Board Member Selection*

Select all the ways new members are brought onto your board.

- Elected by voters (Public body)
- Appointed by an outside authority
- Invited by action of the full current board
- Invited by officers of the board
- Invited by staff
- Elected by membership
- None of the above

Selection None Description

If None of the Above selected, please describe the ways in which a new member is brought onto your board.

Board Requirements*

Select all the requirements for individuals serving on your board.

- Representation of specific geographic areas
- Professional qualifications or occupation
- Representation of affiliated organization or groups
- Previous involvement with your organization
- Minimum annual monetary contribution
- None of the above

Requirements None Description

If None of the Above was selected, please describe the requirements for individuals serving on your board.

Board Preparation*

Select all the ways in which new board members are prepared for their service.

- Written job descriptions
- Formal training by an outside source
- Formal orientation by board and/or staff leadership
- Informal orientation by board and/or staff
- Periodic retreats and training with full board
- On-the-job training
- None of the above

Preparation None Description

If None of the Above selected, please describe the ways new board members are prepared for their service.

Board Development

Provide the following information for each type of board development offered during the last completed fiscal year.

Retreats*

Provide the number of retreats offered.
If none, enter in zero.

1

Retreat Purpose

Provide the purpose or topics of the board retreats offered.
If none, leave blank.

Cultural Planning

Workshops*

Provide the number of training workshops offered to board members.
If none, enter in zero.

1

Workshop Purpose

Provide the purpose or topics of the training workshops offered to board members.
If none, leave blank.

Budgeting

Conferences*

Provide the number of external conferences offered to board members.
If none, enter in zero.

1

Conference Topics

Provide the purpose or topics of the external conferences offered to board members.
If none, leave blank.

Governance

Courses*

Provide the number of specialized courses offered to board members.
If none, enter in zero.

0

Course Purpose

Provide the purpose or topics of the specialized courses offered to board members.
If none, leave blank.

Board Members*

Provide your board members list by,

1. Downloading the spreadsheet
2. Completing the form.
3. Saving the document to your computer.
4. Clicking the "Upload a file" button to upload your completed spreadsheet.

If you are a returning grantee and you previously submitted our board members spreadsheet, you can update and upload that file. You do not need to re-create the document.

IMPORTANT NOTE: You must submit the spreadsheet in our format or your application will not be considered complete. PDF, Word documents, etc of your board list are not acceptable substitutes.

If you are using NUMBERS be sure to save your spreadsheet and submit as an EXCEL file.

Upload a file [4 MiB allowed]

Board Committees*

Provide your board committees list by,

1. Downloading the spreadsheet.
2. Completing the form.
3. Saving the document to your computer.
4. Clicking the "Upload a file" button to upload your completed spreadsheet.

If you are a returning grantee and you previously submitted our board committees spreadsheet, you can update and upload that file. You do not need to re-create the document.

IMPORTANT NOTE: You must submit the spreadsheet in our format or your application will not be considered complete. PDF, Word documents, etc of your board committee list are not acceptable substitutes.

If you are using NUMBERS be sure to save your spreadsheet and submit as an EXCEL file.

Upload a file [4 MiB allowed]

✓ Organization Health - Advocacy

Provide the following information about your advocacy for the arts - what your organization has done during the last completed fiscal year to promote public policy and/or funding that supports the arts.

Issues Addressed*

Select all the issues that you have addressed

- Funding
- Education
- Facilities
- Percent for Art
- Legislation
- Regulations
- Zoning
- Other

Other Description - Issues Addressed

If Other selected, please specify the issues you addressed.

Advocacy Contact*

Select all the target groups or individuals you contacted

- Neighborhood Association
- City Council
- Mayor
- County Council
- Accommodations Tax Committee
- Hospitality Tax Committee
- School Improvement Council
- School Board
- Zoning Board
- State Representative(s)
- State Senator(s)
- Governor
- US Congressman
- US Senator
- US President
- Other

Other Description - Advocacy Contacts

If Other selected, please specify other target groups or individuals you contacted

Contacts Made By*

Select who made these contacts.

- Staff
- Board members
- Business leaders (non-board)
- Representatives of other community organizations
- Political leaders
- Private citizens
- Other

Other Description - Contacts By

If Other selected, please specify who made these contacts.

Ways Contact Made*

Select all the ways contacts were made.

- Mailing list
- Letter
- E-mail
- Through a website (e.g. Capwiz.com)
- Telephone call
- Office visit
- Public hearing
- State arts advocacy day
- Social event
- Arts event
- Casual contact
- Rally
- Press Conference
- In Columbia
- In Washington
- Locally
- Other

Other Description - Ways Contacts Made

If Other selected, provide the ways that contacts were made.

Board Advocacy*

Give us a brief description of how your board participated in advocacy.

Our board is in frequent, sustained contact (in person, via phone and via email) with elected officials, administrators and stakeholders in Charleston, Columbia and throughout the region. Increasingly, advocacy is also being encouraged to mayors of other municipalities in the state and from communities of similar size or addressing similar challenges across the US and around the world. Additional advocacy efforts extend to the delegations serving at

✓ Organization Health - Staff

Provide the following information about your organization's staff - the people who regularly work to provide your programs and services, whether they are paid or not.

Ensembles such as choruses, community theatres, orchestras, etc. should include their unpaid performers as volunteer artists.

Staff Demographics Chart*

Provide the number of staff and volunteers currently involved with your organization by,

1. Download the Staff Demographics Chart
2. Completing the form.
3. Saving the document to your computer
4. Clicking the "Upload a file" button to upload your completed spreadsheet.

If you are a returning grantee and you previously submitted our staff numbers spreadsheet, you can update and upload that file. You do not need to re-create the document.

IMPORTANT NOTE: You must submit the spreadsheet in our format or your application will not be considered complete. PDF, Word documents, etc of your staff numbers are not acceptable substitutes.

If you are using **NUMBERS** be sure to save your spreadsheet and submit as an **EXCEL** file.

Upload a file [3 MiB allowed]

Staff List*

Provide your staff list by,

1. Downloading the spreadsheet
2. Completing the form.
3. Saving the document to your computer.
4. Clicking the "Upload a file" button to upload your completed spreadsheet.

If you are a returning grantee and you previously submitted our staff spreadsheet, you can update and upload that file. You do not need to re-create the document.

IMPORTANT NOTE: You must submit the spreadsheet in our format or your application will not be considered complete. PDF, Word documents, etc of your staff list are not acceptable substitutes.

If you are using **NUMBERS** be sure to save your spreadsheet and submit as an **EXCEL** file.

Upload a file [4 MiB allowed]

Management Benefits*

Select all the fringe benefits that your organization offers to its paid management staff

- Paid Vacation
- Health Insurance
- Life Insurance
- Deferred Compensation
- Retirement Fund
- Childcare
- None of the Above

None Description - Mgmt Benefits

If None of the Above selected, give us the fringe benefits that you provide to management staff
If none, leave blank.

Paid Full-Time Benefits*

Select all the fringe benefits that your organization offers to its paid full-time staff Do not include management staff reported above.

- Paid Vacation
- Health Insurance
- Life Insurance
- Deferred Compensation
- Retirement Fund
- Childcare
- None of the Above

None Description - Full-Time Benefits

If None of the Above selected, give us the fringe benefits that you provide to full-time paid staff
If none, leave blank.

Paid Part-Time Benefits*

↪ Select all the fringe benefits that your organization offers to its paid part-time staff.

- Paid Vacation
- Health Insurance
- Life Insurance
- Deferred Compensation
- Retirement Fund
- Childcare
- None of the Above

None Description - Part-Time Benefits

If None of the Above selected, give us the fringe benefits that you provide to paid part-time staff
If none, leave blank.

Staff Professional Development

Provide the following information for professional development offered to staff and/or non-board volunteers during the last completed fiscal year.

Retreats*

Provide the number of staff retreats offered.
If none, enter in zero.

1

Retreat Purpose

Provide the purpose or topics of the staff retreats offered.
If none, leave blank.

Cultural Planning

Workshops*

Provide the number of training workshops offered to staff
If none, enter in zero.

2

Workshops Purpose

Provide the purpose or topics of the workshops offered.
If none, leave blank.

Public Art, Customer Service

Conferences*

Provide the number of external conferences offered to staff
If none, enter in zero.

2

Conference Purpose

Provide the purpose or topics of the external conferences offered
If none, leave blank.

Non-Profit Management, Arts in Education

Courses*

Provide the number of specialized courses offered to staff.
If none, enter in zero.

4

Courses Purpose

Provide the purpose or topics of the specialized courses offered
If none, leave blank.

Software, HR protocols, Website/Social Media, Accounting

✓ Organization Health - Planning

Every organization operates under some kind of plan for the future. Provide information on your plan, whether it is formal or informal, short or long-range, strategic or operational. It may be a

simple list of important activities for the next few months with a budget attached, an ambitious strategic vision for the next ten years or something in between. You might call the elements of a plan goals, objectives, outcomes or something else.

Title/Description*

Provide the title of your plan and/or a brief description.

Office of Cultural Affairs Overview and Strategy

Year Developed*

Tell us the year your plan was developed.

Format: XXXX

2019

Years Covered*

Select the number of years covered by your plan.

4

Plan Year*

Select the current year of your plan

2

Adopted*

Tell us if your plan has been officially adopted by your board.

Yes

No

Plan Developers*

Select all those involved in developing your plan

Board

Staff

Consultants

Volunteers

Regular participants in organization programs (non-board)

Artists

Other arts organizations

Other community organizations

Business leaders (non-board)

- Government leaders (non-board)
- General public (meetings, surveys, polls, focus groups, interviews, etc.)
- Underserved populations
- None of the Above

None Description - Plan Developers

If None of the Above selected, then provide us with a list of those involved with developing your plan.

If none, leave blank.

Plan Information Used*

Select all the types of information you used in developing your plan

- Demographic data
- Economic data
- Financial data
- Participation statistics
- Participant surveys
- Board reports and discussion
- Staff or volunteer analysis
- Consultant reports
- Advisory committee reports
- Feasibility studies
- Focus group results
- Public opinion polls
- Public forum comments
- Individual interviews
- Critical reviews
- News stories
- Political analysis
- Informal comments from participants
- Anecdotes or case studies
- None of the above

None Description - Plan Information Used

If None of the Above selected, then provide us with the types of information used in developing your plan.

If none, leave blank.

Plan Writers*

Select all those involved with writing your plan.

- Board
- Staff
- Volunteers
- Consultants
- None of the above

None Description - Plan Writers

If None of the Above selected, then provide us with those involved in writing your plan
If none, leave blank.

Ways Plan Shared*

Select all the ways you have shared your plan.

- Presentations to board staff and volunteers
- Publication
- Posted on web
- Press releases
- News stories
- Public forums
- Presentations to political bodies
- Presentations to artists/arts groups
- Presentations to business and community groups
- None of the above

None Description - Ways Plan Shared

If None of the Above selected, then provide us with ways your plan was shared.
If none, leave blank.

Plan Evaluation

Provide information about how your organization evaluated progress on your current plan.

Times Plan Evaluated*

Select how often you have reviewed your plan.

Evaluated By*

Select all those involved in evaluating your plan.

- Board
- Staff
- Consultants
- Volunteers
- Regular participants in organization programs (non-board/staff)
- Artists
- Other arts organizations
- Other community organizations
- Business leaders (non-board)
- Government leaders (non-board)
- General public (meetings, focus groups, interviews, etc.)
- Underserved populations
- None of the above

None Description - Evaluated By

If None of the Above selected then provide us with who was involved in evaluating your plan.
If none, leave blank.

Evaluation Information Used*

Select all the types of information you used in evaluating your plan

- Demographic data
- Economic data
- Financial data
- Participation statistics
- Participant surveys
- Board reports and discussion
- Staff or volunteer analysis
- Consultant reports
- Advisory committee reports
- Feasibility studies
- Focus group results
- Public opinion polls
- Public forum comments

By selecting "I Agree" button below, I certify to the Commission that:

1. This application is complete as required by SCAC grant guidelines; all information & attachments in this proposal are true & correct to the best of my knowledge
2. The applicant is in compliance with published eligibility requirements.
3. The governing body of the applicant has authorized the filing of this application and signatu
4. The activities & services for which assistance is sought will be administered by or under the supervision of the applicant solely for the described projects and programs.
5. The applicant & any organization that it assists will comply with all applicable Federal & Sta laws when conducting any program activity for which the applicant receives financial assistance from the Commission
6. I am the authorizing official for this organization or I am acting with the full permission of th official, & I understand that checking the "I Agree" checkbox constitutes my signing off on th application.

Certification*

I Agree

 Due on 02/17/2020 11:59 PM EST

[Abandon Request](#)

[Save Application](#)

[Submit Applic](#)

CPR COMMITTEE and/or COUNCIL AGENDA

14)

TO: John J. Tecklenburg, Mayor
FROM: Matthew Fountain DEPT. Stormwater Management
SUBJECT: AECOM PROGRAM MANAGEMENT WORK AUTHORIZATION #5-ADDITIONAL EFFORTS FOR STORMWATER DESIGN STANDARDS MANUAL
REQUEST: Approval of Work Authorization #5 with AECOM in the amount of \$100,655.00 to provide technical education workshops and prepare technical memoranda to support the regulated community in utilizing the revised Stormwater Design Standards Manual.

COMMITTEE OF COUNCIL: Ways & Means DATE: February 11, 2020

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

| | Yes | N/A | Signature of Individual Contacted | Attachment |
|-----------------------|-------------------------------------|--------------------------|--|--------------------------|
| CPR Committee Chair | <input type="checkbox"/> | <input type="checkbox"/> | _____ | <input type="checkbox"/> |
| Corporate Counsel | <input type="checkbox"/> | <input type="checkbox"/> | _____ | <input type="checkbox"/> |
| Dir. of SW Management | <input checked="" 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

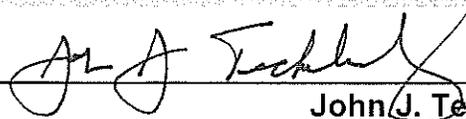
If yes, provide the following: Dept/Div SW Mgmt-Proj. Mgmt Acct # 193010-52206

Balance in Account \$ 1,351,999.13 Amount needed for this item \$100,655.00

NEED: Identify any critical time constraint(s).

CFO's Signature:  Deputy CFO for Amy Whelan, CFO

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 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

TIME AND MATERIALS WORK AUTHORIZATION

In accordance with the Agreement for Engineering Services between the City of Charleston ("Client"), and AECOM, dated March 26, 2019, this Work Authorization describes the Services, Schedule, and Payment Conditions for Services to be provided by AECOM ("Consultant") on the Project known as:

**City of Charleston
Additional Efforts for Stormwater Design Standards Manual**

Client Authorized

Representative: Matthew Fountain, P.E., P.G.
Address: Department of Stormwater Management
City of Charleston
2 George Street
Charleston, SC 29401
Telephone No.: (843) 724-3754

Consultant Authorized

Representative: David M. Wood, P.E., P.H., Vice President
Address: 4016 Salt Pointe Parkway
North Charleston, SC 29405
Telephone No.: (843) 767-4602

SERVICES. The Services shall be described in Attachment A to this Work Order.

SCHEDULE. The Estimated Schedule shall be set forth in Attachment B to this Work Authorization. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

PAYMENT AND EQUITABLE ADJUSTMENTS. This is a time and materials Work Authorization. Consultant's estimates for the costs to complete Tasks are specified in Attachment C to this Work Authorization. Payment of \$0 is due upon signature of this Work Order and will be applied against the final invoice for this Work Authorization. Consultant shall give Client prompt written notice of unanticipated conditions or conditions which are materially different from those anticipated by Consultant at the time compensation was developed. If Client wishes Consultant to proceed, Consultant's total compensation shall be subject to equitable adjustment for such conditions.

TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Work Authorization, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Authorization is acknowledged by the following signatures of the Authorized Representatives.

CITY of CHARLESTON, SOUTH CAROLINA

AECOM

Signature

Signature

Typed Name/Title

David M. Wood, P.E., P.H.
Vice President

Typed Name/Title

Date of Signature

Date of Signature



**Attachment A
Scope of Services**

**Work Authorization #5
Additional Efforts for Stormwater Design Standards Manual**

Project Understanding

The City of Charleston (City) has requested an on-call Work Authorization (WA) for AECOM (Consultant) to perform additional services related to the Stormwater Design Standards Manual (Manual). The City's Department of Stormwater Management establishes standards and oversees design and construction within the City's jurisdiction. The Engineering Division of the Department of Public Service and Department of Stormwater Management staff review and approve plan submittals for construction projects and oversee construction site compliance with City requirements. The City is considered a Delegated Entity by the South Carolina Department of Health and Environmental Control (SCDHEC), with authority to review and oversee National Pollutant Discharge Elimination System (NPDES) implementation in the City. This includes review of Stormwater Pollution Prevention Plans, approval of site designs, and conducting site inspections and enforcement actions under the state's Construction General Permit (CGP), as well as implementation of the City's Small Municipal Separate Storm Sewer System (MS4) Permit and associated Stormwater Management Plan (SWMP).

The City's Legal Authority is established primarily via the City Code. The Stormwater Management and Flood Control Ordinance (Ordinance) is found in Chapter 27 of the City Code, and this Chapter directs that the City's engineering and other requirements for stormwater be codified in a separate Manual. Design and construction standards, project review process, inspections and enforcement, and overall stormwater program requirements and implementation are covered in the City's Manual and in the Ordinance, both dated 2013. Since that time, the State of South Carolina has issued a new CGP and a new Small MS4 Permit, with substantive new requirements, which must be updated in the City's Manual and Ordinance. In addition to the new permit requirements, there has been significant growth and development in the City, updates in zoning laws, and advances in stormwater management techniques all pointing toward a need for updating Charleston's Manual and Ordinance.

As part of a previous work authorization (WA #7 of the MS4 contract), the Consultant developed a draft of the updated Manual. The City and Consultant met with the Task Force over the period of one year and discussed the proposed changes and key challenges. Additional level of engagement is now needed from the Consultant to assist with implementation of the updated Manual including workshops and additional meetings as necessary. This additional level of engagement will be handled in this Work Authorization.

The list of tasks required to complete the Scope of Work are detailed below.

Task 1: Project Management: City Coordination

This Task covers overall project management and administration, including initial project setup, establishment of the project team, communication, coordination, and project meetings. The project team shall consist of City staff, Consultant staff, and Task Force team members as designated or invited by the City. The City may designate other staff as needed to address specific topics during the project. The Consultant may utilize engineering and support staff as needed in developing and preparing meeting materials and deliverables. Primary communication, coordination and scheduling of meetings shall be between the City Stormwater Project Manager and the Consultant Project Manager. This additional effort is expected to be from February 1, 2020 through July 31, 2020.



As part of this scope of services, the Consultant plans for 6 planning meetings with the City in preparation and planning for Task 2 educational workshops. If more meetings than estimated are needed, they can be conducted with approval from the City on a time and materials basis.

Consultant will transmit invoices monthly and/or upon completion of the work. This task also covers overall project management and administration including City coordination, and QA/QC activities.

Deliverables

- A Meeting Agenda and Meeting Minutes will be provided for formal meetings.

Task 2: Provide Support for Workshops to Educate on the Manual

As the City moves to approve the updated Manual and prepares for implementation of the Manual, the City anticipates the following potential workshops:

1. Using the LID and Trees to Offset Stormwater (Trees 2 Offset H2O) worksheet for design submittals.
2. Overview of the 10% rule design and review approaches.
3. Overview of the SPA requirements, how they would be accomplished, and how to coordinate with the City for projects in basins for which an existing model exists and must be used.
4. Final workshop on the process of submittals to permitting and closeout

The City’s goals for the new Manual include: improving communication of the City’s SWMP and requirements; reducing questions from the design community; and presenting material to suit several purposes and reach several audiences.

In addition to the workshops, up to 8 educational memorandums will be prepared related to the topics discussed in the workshops. These short 1 to 2-page memorandums will provide clarification of common situations, technical issues or questions about implementation of the new Manual. These memorandums would be related to:

1. Peaking Factor
2. 10% Area Calculation
3. South Carolina Coastal LID Manual
4. Trees to Offset H2O Worksheet
5. Using City Watershed Modeling Data
6. Modeling Wetlands for Conveyance and Storage
7. To be determined
8. To be determined

Deliverables

- Educational memorandums in preparation for the workshops
- Consultant will facilitate the workshops above and prepare material to be presented.

Quality Assurance/Quality Control

AECOM places a strong emphasis on quality, with a well-developed system of internal QA/QC measures to provide high quality deliverables and client satisfaction. These internal QA/QC measures have been accounted for in the project budget and schedule for each of the Tasks.



**Attachment B
Estimated Schedule**

Project Completion Schedule

The schedule for this WA is February 1, 2020 through July 31, 2020. Consultant will propose a specific schedule upon request by City for activity to be conducted under this WA.



Attachment C
Schedule of Fees and Charges

This WA will be completed on a time and materials basis within a WA maximum compensation of \$100,655 for labor and expenses. Consultant will keep City apprised of WA budget status. When the budget is near completion, Consultant and City may discuss extending the maximum compensation under this WA or executing a new WA.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Amy K. Wharton, CFO DEPT. BFRC
SUBJECT: CONTRIBUTION TO THE THEODORA PARK ENDOWMENT FUND
REQUEST: Request approval to contribute \$100,000.00 to the Theodora Park Endowment Fund to be used for the maintenance of the Park. The income from this fund will be directed to the Charleston Parks Conservancy who will perform the ongoing maintenance.

COMMITTEE OF COUNCIL: W & M **DATE:** February 12, 2020

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"/> |
| 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 \$100,000.00

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

NEED: Identify any critical time constraint(s). Approval required at least 5 days before payment can be made per state law.

CFO's Signature: Amy Wharton

FISCAL IMPACT: *Funded with 2018 General Fund Reserves

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.

DAVID L. RAWLE

December 16, 2019

John J. Tecklenburg
Mayor
City of Charleston
P.O. Box 652
Charleston, SC 29402

Dear Mayor Tecklenburg:

As you requested, I am writing to provide information on the request that the City of Charleston contribute \$100,000 to the Theodora Park Fund, an endowment fund established to support the highest quality of maintenance of Theodora Park, a City park at the corner of Anson and George Streets.

I am making this request on behalf of the Stewards of Theodora Park, volunteers who seek to assure that this park is a symbol of excellence enjoyed by residents and visitors to our City.

As you know, Theodora Park was created through a public/private partnership. To build the park, I raised a total of \$640,000, which included \$100,000 of support from the City. Theodora Park's maintenance is provided by both the City and Charleston Parks Conservancy. Since the park's opening in June 2015, it became clear that additional resources were needed to assure the highest quality of maintenance for Theodora Park.

Accordingly, we undertook to raise a \$500,000 endowment fund, the income from which will be directed to Charleston Parks Conservancy to support the maintenance of Theodora Park. I now have private sector commitments for \$400,000 of our \$500,000 goal. With the City's contribution of \$100,000 we will have achieved our goal. Charleston will have its first endowed park, with a public/private model that others will hopefully emulate.

The City's \$100,000 contribution should be directed to the BNY Mellon Charitable Gift Fund. On the 'memo' line, it should say 'Theodora Park Fund.' The contribution should be sent to Carlos S. Byrne, BNY Mellon Charitable Gift Fund, 201 Washington St. – Suite 024-0062, Boston, MA 02108.

My sincerest thanks to you and the City of Charleston.



75 ANSON STREET CHARLESTON SC 29401

DAVID@DAVIDRAWLE.COM

T 843.577.7001 F 843.720.8510 C 843.276.7166