

April 28, 2020  
4:30 p.m.  
**Conference Call:**  
**1-929-205-6099**  
**Access Code: 300611887**

### COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Sakran
2. Approval of Minutes:  
  
March 24, 2020
3. Bids and Purchases
4. Office of Cultural Affairs: Approval to apply for a grant in the amount of \$10,000 from SC Arts Commission for a sub-granting program (July 1, 2020 to June 30, 2021). This is the renewal of an annual award to fund the Lowcountry Quarterly Arts Program administered by the Office of Cultural Affairs. A 1:1 match is required. Matching funds will come from FY20 Community Assistance and private donations.
5. Office of Cultural Affairs: Approval to apply for a grant in the amount of \$2,500 from South Arts to support fees for visiting artists for Free Verse Festival in October 2020. A 1:1 match is required. Matching funds will come from private donations. ***(To be sent under separate cover by the Office of Cultural Affairs)***
6. Office of Cultural Affairs: Approval to apply for a grant in the amount of \$50,000 from the National Endowment for the Arts to support funding to offset venue costs and artist fees in conjunction with the CARES Act. The grants.gov application portal will not open until late April, but the deadline precedes the first Ways and Means meeting in May. The draft application will be shared at the April 28<sup>th</sup> meeting. No match is required. ***(To be sent under separate cover by the Office of Cultural Affairs)***
7. Parks-Capital Projects: Approval of Stoney Field Improvements increase to P162427 for LED lighting improvements with National Energy Solutions in the amount of \$3,532.99 for the remittance of state use tax on materials provided by the contractor. The contractor applied 7% sales tax on materials and an additional 2% is required to be remitted to the State. Approval to increase P162427 will increase the PO amount by \$3,532.99 (from \$304,083.12 to \$307,616.11) Funding for this project is the 2005 GO Bond (\$399,048), 2018 GO Bond (\$2,600,000), Hospitality Funds (\$1,250,000), and a Capital Contribution (\$19,432.50).
8. Parks-Capital Projects: Approval of the Ashley River Pedestrian Bridge Professional Services Contract with HDR Engineering Inc. of Charleston in the amount of \$49,946 for project management and coordination, jurisdiction determination of critical areas and wood stork survey,

and other surveying services as part of the design and construction of a bicycle and pedestrian bridge crossing the Ashley River. Approval of this contract will be covered by a future budget amendment using 2017 General Fund Reserves.

9. Housing and Community Development: Mayor and City Council approval is requested for a Substantial Amendment to the 2020 Consolidated Plan and 2020-2021 Annual Action Plan. The purpose for the amendment is to include additional funding support for low and moderate income persons due to COVID-19. Funds are awarded by the Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) (\$488,628) and Housing Opportunities for persons with AIDS (HOPWA) (\$118,886) programs. City of Charleston will release a request for application to local nonprofit organizations to expend the funds upon receipt and execution of a Grant Agreement with the Department of HUD.
10. Budget Finance and Revenue Collections: An ordinance to provide for the issuance and sale of not exceeding \$6,000,000 General Obligation Bonds of 2020 of the City of Charleston, South Carolina, to prescribe the purposes for which the proceeds of the bonds shall be expended, to provide for the payment thereof, and other matters relating thereto.
11. Budget Finance and Revenue Collections: An ordinance to provide for the issuance and sale of not exceeding \$11,800,000 General Obligation Refunding Bonds of 2020 of the City of Charleston, South Carolina, to prescribe the purposes for which the proceeds of the bonds shall be expended, to provide for the payment thereof, and other matters relating thereto.
12. Parks-Capital Projects: Approval of Change Order #13 with NBM Construction Company, Inc. in the amount of \$0.00 and modifies the contract by: adding 5 weather days for a new substantial completion date of 12/26/19, if NBM achieves substantial completion by June 5, 2020, all liquidated damages are waived, however, if this date is not achieved the City is entitled to recover all liquidated damages, the City reserves the right to issue joint checks to contractor and subs/vendors/supplies or design professionals. Approval of Change Order #13 will increase the Construction Contract by \$0.00. The funding sources for this project are the Installment Purchase Revenue Bond (\$7,989,524), Proceeds from Sale of Real Estate (\$1,135,607.64), Surplus Sales (\$1,130.02) and Hospitality Funds (\$380,000).
13. **The Committee on Real Estate (Meeting was held on Monday, April 27, 2020 at 3:30 p.m., Conference Call: 1-929-205-6099; Access Code: 835678884)**
  - a. Approval of Amendment #1 to the Management Agreement for 22 West Edge with the Charleston Digital Corridor Foundation allowing for an increase in the approved tenant upfit amount. Approval of the amendment would allow for an additional \$105,000 in tenant upfit improvements. Additional cost is offset by savings in design, FFE and lease expenses making it budget neutral.

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](mailto:schumacherj@charleston-sc.gov) three business days prior to the meeting.

**COMMITTEE / COUNCIL AGENDA**

TO: John J. Tecklenburg, Mayor  
FROM: Jason Kronsberg/Wes Chappell DEPT. Parks Department  
SUBJECT: POLICE DEPARTMENT TRAINING ROOM RENOVATIONS  
REQUEST: Approval to process a 2<sup>nd</sup> change order to increase the contract  
From \$162,908.48 to \$164,359.55 for additional materials and labor  
Relating to stair nosing not being wide enough with Satchel  
Construction. Solicitation #19-B057R

COMMITTEE OF COUNCIL: Ways & Means DATE: April 28, 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>Parks Department</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Jason Kronsberg</i>	<input type="checkbox"/>
<u>Procurement Director</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Wes Chappell</i>	<input type="checkbox"/>

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

If yes, provide the following: Dept./Div.: 1701600 Account #: 52410

Balance in Account 718,489.91 Amount needed for this item \$1,451.07

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

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

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

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

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

**City of Charleston  
Construction Change Order**

**PROJECT: #19-B057R CHARLESTON POLICE DEPARTMENT TRAINING ROOM RENOVATIONS**  
(NUMBER) (NAME)

**CONTRACTOR: SACHEL CONSTRUCTION, LLC CHANGE ORDER NO.: 02**

1. Description of the Change Order: To increase project scope, as requested by Facility Maintenance Projects, which incorporates work associated with CO # 002 dated 4/02/2020 (attached), Satchel's CO #2, which is a charge to revise stair nosing material. This is due to the original nosing not being wide enough to fasten to the flooring.

2. Adjustments to the Contract Amount:

Original Contract Amount .....	\$ 161,192
Change by Previously Approved Change Orders.....	\$ 1,716.48
Contract Amount prior to this Change Order .....	\$ 0.00
Amount of this Change Order .....	\$ 1451.07
New Contract Amount, Including this Change Order .....	\$ 164,359.55

3. Adjustments In Contract Time:

Original Date for Substantial Completion .....	May 1 <sup>st</sup> 2020
Change In Days by Previously Approved Change Orders .....	0 Days
Change In Days for this Change Order .....	
New Date for Substantial Completion .....	May 1 <sup>st</sup> 2020

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

N/A	Satchel Construction, LLC	City of Charleston
Architect/ Engineer	Contractor	Owner
	2133 Dorchester Road	823 Meeting St
	North Charleston, SC 29405	Charleston, SC 28403
Address	Address	Address

Signature	 Signature	Signature
-----------	--	-----------

By: Jordan Fuller By: John J. Tecklenburg

Date: 04.09.2020 Date:





# PUBLIC WORKS EQUIPMENT AND SUPPLY, INC.

4519 Old Charlotte Highway Monroe, North Carolina 28110 PH 800-222-6803 Fax 704 283 2266

QUOTATION TO: Mr Ben Dellucci  
 Fleet Manager  
 2150 Milford Street  
 Charleston SC 29405

DATE: 1/2/2020  
 PH.#: 843 870 7060  
 CELL:  
 FAX:

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION FOR YOUR CONSIDERATION:

QUANTITY		PRICE EA.	TOTAL
1	NEW Elgin Single Engine Crosswind Regenerative Air Street Sweeper with Catch Basin Cleaner and all options per attached and 3 point cab entry, pick up head camera, Front curtain pusher controlled from cab, pickup head deluge, hopper deluge, remote grease manifold for sweeper components		\$173,221.00
1	Less Sourcewell Contract #122017 FSC DISCOUNT		\$5,197.00
1	NEW 2020 FREIGHTLINER M2 DUAL STEER		\$81,500.00
1	Freight,PDI, local delivery and training		\$1,750.00
		TOTAL PRICE	\$251,274.00
WE HAVE THESE UNITS IN STOCK "SUBJECT TO PRIOR SALE"			
TERMS	NET 10 DAYS	F.O.B. Charleston SC	DELIVERY Immediate
PRICES QUOTED ARE THOSE IN EFFECT AT THE TIME OF QUOTATION			
THIS QUOTATION IS SUBJECT TO ACCEPTANCE WITHIN 60 DAYS			

TAXES TO BE ADDED: \_\_\_\_\_ YES \_\_\_\_\_ NO

ACCEPTED

CUSTOMER NAME \_\_\_\_\_  
 BY \_\_\_\_\_  
 TITLE \_\_\_\_\_  
 DATE \_\_\_\_\_

VERY TRULY YOURS

BY LARRY J. DAVIS  
 Larry J Davis, President

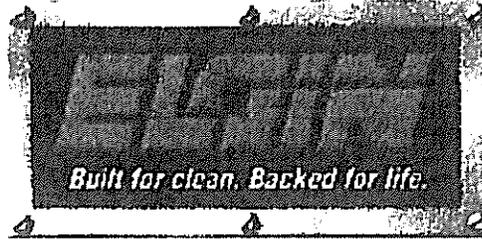
**PUBLIC WORKS  
EQUIPMENT AND SUPPLY, INC.**



4518 Old Charlotte Highway  
Monroe, North Carolina 28110

**Presents a Proposal Summary**

of the



**Crosswind 1**

Crosswind 1 Regenerative Air Street Sweeper with Single Engine

**CITY OF CHARLESTON  
2150 MILFORD STREET  
CHARLESTON, S.C 29405**

2019-01-29 00:00:00

## PRODUCT DESCRIPTION

Equipped with Memory Sweep, 8.0 cu. Yd. Hopper right and left side brooms, sweeper is powder coated front powder coatings chart 2004 N with powder coated gray undercarriage

## STANDARD FEATURES

Alternator, 95 amp  
Backup Alarm, electric  
Blower, 20,000 CFM rating with linatex lined housing  
Brooms, hydraulic rotation  
Brooms, Dual with side broom lights for night operation  
Broom Measurement Ruler  
Camera, rear mounted  
Console, w rocker switches for all sweep functions, including memory sweep with full gauge package including tachometer, engine hour meter, oil pressure indicator, coolant temperature, voltmeter, and fuel level indicator, water level gauge and warning lights for hopper pressure controls and manual reset circuit breakers  
Doors, access fiberglass doors provide easy service and maintenance on auxiliary engine hydraulic and electrical system  
Electronic Throttle, sweep resume sweep transport reverse pick up  
Hopper rear door, hydraulically opened/closed and locked/unlocked with external controls.  
Hose, hydrant fill, 16' 8" with coupling  
In-Cab Hopper Dump  
LED Clearance Lights  
Lights, rear clearance and rear identification  
Manuals, operator and parts  
Mirrors, West Coast type with 8" convex inserts, one each side  
Pick up head, hydraulically operated, 14" (355 mm) outside diameter pressure hose, 12 3/4" (324mm) inside diameter suction hose with quick disconnect on suction side  
Spray nozzles, sixteen (16), seven (7) in the pick-up head, three (3) in the suction nozzle, three (3) at each side broom  
Side Broom Outer Position Stop  
Trans Oil Cooler  
Vacuum enhancer, in-cab operated  
Water tank, molded polyethylene, 240 gallons (907L)  
Water pre-filter, hydrant fill hose  
Sweeper Painted Standard White  
Chassis Painted Standard White  
Red Logo  
1 Year Parts and Labor Warranty

## ADDITIONAL FEATURES

AM FM CD Radio  
Left Hand Fender Mirror  
Right And Left Hand Heated And Remote Controlled Mirrors  
Memory Sweep  
Sidebroom Tilt Option Right Hand  
Sidebroom Tilt Option Left Hand  
Lifeliner Hopper System  
Right Hand Inspection Door with Step and Handle  
Hydraulic Heavy Duty Wandering Hose  
Individual Switches For the Water System Control  
Vacuum Enhancer  
Air Purge For Water System  
Cab & Rear LED Strobe with LED Arrowstick  
Dual LED Sidebroom Lights

Individual Switches For Dual Sidebroom Lights-Led  
Sweeper Service Manual  
Sweeper - Operator Manual  
Sweeper Parts Manual  
Front Curtain Pusher  
Pickup head camera  
three point cab entry steps and grab handles  
Hopper Deluge  
Pickup head deluge

## /2020 Freightliner M2 chassis specification for Crosswind1

### AXLES:

Front - 12,000 lbs. with 12,000 lbs. (5443 kg) springs  
\*\*Rear - Single Speed 21,000 lbs. (9525 kg) with 23,000 lbs (10,432 kg) taper leaf springs with auxiliary leaf spring for stability.  
\*\*Ratio 7.17:1  
Gross Vehicle Weight Rated (GVWR) - 33,000 lbs (15,000 kg)

### BRAKES:

Service  
Type - Full air, anti lock  
Front - 15 in. x 4 in. (381 cm x 10.2 cm) drum  
Rear - 6.5 in. x 7 in. (142 cm x 17.8 cm) drum  
Compressor Capacity - 18 CFM  
Auto slack adjusters, front and rear

### Parking

Type - Spring set, air release

### CHASSIS:

Manufacturer - Freightliner  
Model - M2

### Frame:

Type - Rail, High Strength 80,000 PSI, 15.9 section modulus  
Size - 10 in. x 3.4 in. x 0.28 in. (26 cm x 8.64 cm x 0.71 cm)

### DIMENSIONS: (with sweeper mounted)

Wheelbase - 172 in. (4369 mm)  
Cab to axle - 106 in. (2692 mm) usable  
Overall Length - 260 in. (6604 mm)  
Overall Height - 110 in. (2743 mm) w/o beacon  
Overall Width - 96 in. (2438 mm)  
Dumping Clearance Height - 236 in. (5994 mm)  
Turning Radius - 22'6" (6858 mm) (curb to curb)  
Travel Speed - 58 MPH

### ELECTRICAL SYSTEM:

Voltage - 12V  
Alternator - 160 Amp.  
Battery - Two (2) 12 Volt - 850 CCA Maintenance Free

### ENGINE:

Manufacturer - Cummins  
Model - B6.7  
Cylinders - In-Line 6  
Displacement - 409 cu. in. (6.7 L)  
Horsepower - 200 (150 kW) @ 2400 RPM  
Torque - 520 lb. ft. (708 Nm) @ 1600 RPM  
Oil Filter - Full-flow, spin on type  
Oil Capacity - 4 us gal. (15 L) with filter  
Air Cleaner - High Capacity dry type with safety element & restriction indicator  
Fuel Tank Capacity - 50 gal. (189 L)  
Fuel Filter

### WARNING LIGHTS AND CHIME:

Low coolant level, high coolant temperature, warning lights and buzzer, low air pressure

### SEATS:

\*\*Basic High Back Air Suspension Driver and Passenger Seats w/ Mechanical Lumbar and Integrated Cushion Extension

### DUAL STEERING:

Type - Full power hydraulic  
Size - 8 in. (457 mm) diameter steering wheel with adjustable tilt steering column

### TRANSMISSION:

Allison 2500RDS 6 speed automatic

### WHEELS:

Front & Rear - 22 in. x 8.25 in. (57.2 cm x 21.0 cm) steel disc type

### TIRES:

Front & Rear - 11R 22.5  
Load Range G (14 ply rating)

### ADDITIONAL FEATURES INCLUDED:

\*\*AM-FM-WB Radio w/ CD Player, Bluetooth and Microphone, USB, Front and Rear Aux. Inputs  
\*\*RH and LH 8" Stainless Steel Fender Mounted Convex Mirrors w/ Tripod Brackets  
Left and Right Remote Control West Coast Mirrors  
Convex Mirrors (L & R) 8 in. (203 mm) molded in under west coast mirrors  
Dual Steering  
Radio install package including harness, speakers and antenna  
Air Conditioner  
Viscous Fan  
Tinted Glass—All Window  
Engine Hour Meter  
Electric Horn  
Electric Windshield washers w/ no delay  
Cruise Control  
Auto Shutdown  
Blue stripe coolant hoses with constant tension clamps  
Bendix air dryer w/heater  
750 watt block heater  
dual cup holders  
12 Volt Power Supply  
Front Tow Hooks

### OPTIONAL EQUIPMENT AVAILABLE:

12" Fender mount convex mirrors  
In-cab air filter restriction indicator  
Daytime running lights

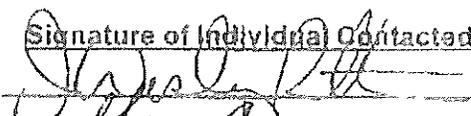
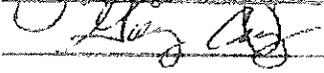


# COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor  
 FROM: Wes Ratterree DEPT. Information Technology  
 SUBJECT: CLOUD STORAGE SERVICE FOR POLICE VIDEO CAMERA DATA  
 REQUEST: APPROVAL OF MICROSOFT CLOUD STORAGE SERVICE WITH WH PLATTS, THE SOLE SOURCE VENDOR, TO PROVIDE APPROPRIATE VIDEO STORAGE AND ARCHIVING FOR THE POLICE DEPARTMENT'S BODY-WORN AND VEHICLE VIDEO SYSTEMS.

COMMITTEE OF COUNCIL: Ways & Means DATE: April 28, 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

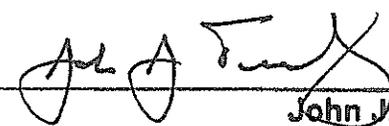
If yes, provide the following: Dept./Div.: IT Account #: 235000-52206

Balance in Account \$911,302.23 Amount needed for this item \$390,000.00 *KCM*

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

NOTES: To be billed monthly by WH Platts/IRSA Video to the City of Charleston at \$32,500.00 per month for 12-month period.

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.**

**SOLE SOURCE JUSTIFICATION FORM**

**DEPARTMENT:** Information Technology

**PRODUCT:** Annual Cloud Storage Maintenance and Support

**REQUISITION NUMBER:** PR201809

**VENDOR:** Techventures LLC dba WH Platts

**DATE:** April 16, 2020

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

Annual Cloud Hosting Fee for storage and archiving of Police body-cam and in-car video.

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

No. Techventures is the parent company for WH Platts/IRSA and is the vendor previously selected by the City for purchasing, implementing and supporting Police video systems.

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.

Techventures is the company previously selected by the City for purchasing, implementing and supporting Police body-cam and in-car video systems. All related video data is processed through the City's network infrastructure and into the IRSA cloud storage resource contracted through Microsoft and is the only option for storage using their systems.

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

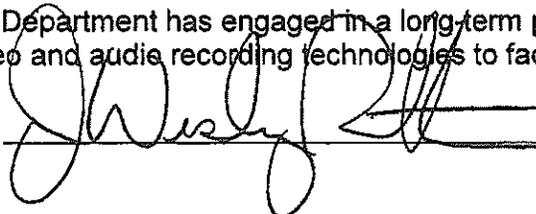
YES or NO  X

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.

The Police Department has engaged in a long term partnership with WH Platts/Techventures for related video and audio recording technologies to facilitate their critical operations.

SIGNATURE



TITLE

CIO



A DIVISION OF TECHVENTURES, LLC  
 6543A FAIN STREET  
 N. CHARLESTON, SC 29406  
 P: 843.553.1131 F: 843.553.1151  
 WWW.WHPLATTS.COM

# INVOICE

INVOICE #	P43325
INVOICE DATE	3/13/2020
PAGE #	1

PLEASE REMIT TO:  
 The WH PLATTS Company  
 PO BOX 63245  
 N. CHARLESTON, SC 29419-3245

**SOLD TO:**

CITY OF CHARLESTON  
 PO BOX 853  
 CHARLESTON SC 29402  
 ATTN: ACCOUNTS PAYABLE

**SHIP TO:**

CITY OF CHARLESTON  
 180 LOCKWOOD BLVD  
 CHARLESTON SC 29403  
 ATTN: PETER FERRELL

ORDER #	ORDER DATE	P.O. NUMBER	SHIP DATE	LOCATION
43325	1/20/20	P146696	ASAP	CHAS
CUSTOMER NUMBER	SALESPERSON	NOTES:	SHIP VIA	COLLECT - PPD
53	201	CLOUD SERVICE	BEST WAY	PPD

QUANTITY ORDER / B.O.	QUANTITY SHIPPED	ITEM #	DESCRIPTION	UNIT PRICE	NET PRICE
7200	7200	OUA04X	MONTHLY CLOUD HOSTING WITH EXTRA STORAGE - 600 X 12 = 7200	75.00	540 000.00
1	1	DISCOUNT	2020 DISCOUNT FOR ADVANCED PAYMENT	-150 000.00	-150 000.00
			CLOUD SERVICE 1/1/2020 - 12/31/2020		

TOTAL SALE AMOUNT \$ 390 000.00

TERMS:	NET 30
--------	--------

**COMMENTS:**

THANK YOU FOR YOUR BUSINESS!  
 INVOICE BALANCES PAST 30 DAYS ARE SUBJECT TO  
 A 1.5% FINANCE CHARGE. PLEASE REMIT PROMPTLY

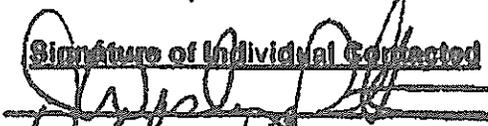
SALES TAX	
SHIPPING & HANDLING	
TOTAL INVOICE(\$)	\$ 390 000.00
AMOUNT RECEIVED	
BALANCE DUE	\$ 390 000.00

3d.)

# COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor  
 FROM: Wes Ratterree DEPT. Information Technology  
 SUBJECT: ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS) PHASE III  
 REQUEST: APPROVAL TO PURCHASE SOFTWARE & SERVICES TO IMPLEMENT PHASE III OF THE  
NEW ELECTRONIC DOCUMENT MGMT SYSTEM. STATE CONTRACT #: 4400016689  
 COMMITTEE OF COUNCIL: Ways & Means DATE: April 28, 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"/>

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

If yes, provide the following: Dept./Div.: IT Account #: 161000-52058  
161000-58012  
161000-52206

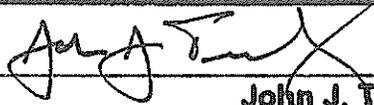
Balance in Account	\$52,150.00	Amount needed for this item	\$24,857.45
	\$98,700.00		\$38,157.63
	<u>\$2,355,722.66</u>		<u>\$141,446.78</u>

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

**NOTES:** This purchase includes all necessary software and services to implement the third phase of the new Electronic Document Management System to facilitate the conversion of existing printed documents and plans to digital format and to process future documentation in digital format, significantly reducing the use of paper, saving money, time and storage while improving the City's interaction with residents and customers. This project will add the following departments and divisions into the previously installed base system implemented under Phase I: Fire Marshalls, Livability & Tourism, Recreation, Revenue Collections and Traffic & Transportation. *Funded by 2018 reserves to be included in future budget amendment.* *LEM*

CFO's Signature: 

**FISCAL IMPACT:**

Mayor's Signature:   
 John J. Tecklenburg, Mayor

# TEAM ia

## City of Charleston - Phase 3 EDMS Groups

Traffic and Trans., Fire Marshal, Recreation, Livability and Tourism, Revenue Collections, BFRC Analysis, Energov  
Integration

SC State Contract # 4400016689 Date: 3/16/20

### Software

#### High

##### Qty License

	Unit Price	Total
19 iaFolder Imaging Retrieval Concurrent SW License	1,095	20,805
4 iaFolderScan add on option license	500	2,000
7 iaCapture Scan/Index Workstation SW License	5,001	35,007
<b>SubTotal</b>		<b>57,812</b>
<b>Sales Tax</b>		<b>-</b>
<b>Software Total</b>		<b><u>57,812</u></b>

### Annual Software Maintenance

##### Qty License

	Unit Price	Total
19 iaFolder Imaging Retrieval Concurrent SW License	237	4,503
4 iaFolderScan add on option license	108	432
7 iaCapture Scan/Index Workstation SW License	1,501	10,507
1 Energov Integration Support	7,500	7,500
<b>Subtotal</b>		<b>22,942</b>
<b>Sales Tax</b>		<b>-</b>
<b>Software Maintenance Total</b>		<b><u>22,942</u></b>

**Software and Software Maintenance Total** **80,754**

### Professional Services

Analysis and Documenting Processes  
Software Implementation and Configuration  
Integration  
Testing  
Training (Operator, User, and Admin)  
Documentation  
Project Management

**116,440**

**Grand Total**

**\$197,194**

# TEAM ia

## Traffic and Transportation

Low Qty	High Qty	Description	Low Estimate		High Estimate		Annual Support Adv Maint	Low Estimate Total	High Estimate Total
			Unit	Extended	Unit	Extended			
<b>Software</b>									
3	3	iaFolder Imaging Retrieval Concurrent SW License	1,095	3,285	1,095	3,285	711	3,996	3,996
2	2	iaFolderScan add on option license (requires existing	500	1,000	500	1,000	216	1,216	1,216
Software Subtotal				4,285	4,285	927	5,212	5,212	
<b>Professional Services per Hour T&amp;M</b>									
8	10	Folder Structure Analysis	164	1,312	164	1,640	-	1,312	1,640
4	8	Profile Setup (Tech)	164	656	164	1,312	-	656	1,312
12	14	Integration and Configuration	164	1,968	164	2,296	-	1,968	2,296
8	16	iaFolder Admin Setup (Folder Indexes, Subfolders, Doc Indexes, & User Accounts) (Tech)	164	1,312	164	2,624	-	1,312	2,624
8	8	iaFolder & iaFlow Training (Analyst)	164	1,312	164	1,312	-	1,312	1,312
4	4	iaFolder Scan Training (Analyst)	164	656	164	656	-	656	656
4	6	Testing (Analyst)	164	656	164	984	-	656	984
4	4	Documentation (Analyst)	164	656	164	656	-	656	656
4	5	Project Manager I	164	656	164	820	-	656	820
Integration Subtotal				9,184	12,300	-	9,184	12,300	
Subtotal				13,469	16,585	927	14,396	17,512	
Sales Tax									
Total				13,469	16,585	927	14,396	17,512	

Above Prices are good for 30 days. Today's date is: 3/16/20  
 Freight is not included in above prices and will be prepaid by IA and charged to purchaser.  
 Tax Rate 9.0%

# TEAM ia

## Fire Marshal

Low Qty	High Qty	Description	Low Estimate		High Estimate		Annual Support Adv Maint.	Low Estimate Total	High Estimate Total
			Unit	Extended	Unit	Extended			
<b>Software</b>									
4	4	iaFolder Imaging Retrieval Concurrent SW License	1,095	4,380	1,095	4,380	948	5,328	5,328
1	1	iaCapture Scan/Index Workstation SW License	5,001	5,001	5,001	5,001	1,501	6,502	6,502
Software Subtotal				9,381		9,381	2,449	11,830	11,830
<b>Professional Services per Hour T&amp;M</b>									
8	10	Folder Structure Analysis	164	1,312	164	1,640	-	1,312	1,640
4	8	Profile Setup (Tech)	164	656	164	1,312	-	656	1,312
4	8	Integration and Configuration	164	656	164	1,312	-	656	1,312
8	16	iaFolder Admin Setup (Folder Indexes, Subfolders, Doc Indexes, 8 User Accounts) (Tech)	164	1,312	164	2,624	-	1,312	2,624
8	8	iaFolder & iaFlow Training (Analyst)	164	1,312	164	1,312	-	1,312	1,312
4	4	iaFolder Scan Training (Analyst)	164	656	164	656	-	656	656
4	6	Testing (Analyst)	164	656	164	984	-	656	984
4	4	Documentation (Analyst)	164	656	164	656	-	656	656
4	5	Project Manager I	164	656	164	820	-	656	820
Integration Subtotal				7,872		11,316	-	7,872	11,316
Subtotal				17,253		20,697	2,449	19,702	23,146
Sales Tax									
Total				17,253		20,697	2,449	19,702	23,146

Above Prices are good for 30 days. Today's date is: 3/16/20

Freight is not included in above prices and will be prepaid by IA and charged to purchaser.

Tax Rate 9.0%

# TEAM ia

## Recreation

Low Qty	High Qty	Description	Low Estimate		High Estimate		Annual Support Adv Maint.	Low Estimate Total	High Estimate Total
			Unit	Extended	Unit	Extended			
<b>Software</b>									
7	7	iaFolder Imaging Retrieval Concurrent SW License	1,095	7,665	1,095	7,665	1,659	9,324	9,324
5	5	iaCapture Scan/Index Workstation SW License	5,001	25,005	5,001	25,005	7,505	32,510	32,510
		Software Subtotal		32,670		32,670	9,164	41,834	41,834
<b>Professional Services per Hour T&amp;M</b>									
8	10	Folder Structure Analysis	164	1,312	164	1,640	-	1,312	1,640
4	8	Profile Setup (Tech)	164	656	164	1,312	-	656	1,312
12	14	Integration and Configuration	164	1,968	164	2,296	-	1,968	2,296
8	16	iaFolder Admin Setup (Folder Indexes, Subfolders, Doc Indexes, 8 User Accounts) (Tech)	164	1,312	164	2,624	-	1,312	2,624
8	8	iaFolder & iaFlow Training (Analyst)	164	1,312	164	1,312	-	1,312	1,312
4	4	iaFolder Scan Training (Analyst)	164	656	164	656	-	656	656
4	6	Testing (Analyst)	164	656	164	984	-	656	984
4	4	Documentation (Analyst)	164	656	164	656	-	656	656
4	5	Project Manager I	164	656	164	820	-	656	820
		Integration Subtotal		9,184		12,300	-	9,184	12,300
		Subtotal		41,854		44,970	9,164	51,018	54,134
		Sales Tax							
		Total		41,854		44,970	9,164	51,018	54,134

Above Prices are good for 30 days. Today's date is: 3/16/20  
 Freight is not included in above prices and will be prepaid by IA and charged to purchaser.  
 Tax Rate 9.0%

# TEAM **ia**

## Livability and Tourism

Low Qty	High Qty	Description	Low Estimate		High Estimate		Annual Support Adv Maint.	Low Estimate Total	High Estimate Total
			Unit	Extended	Unit	Extended			
<b>Software</b>									
5	5	iaFolder Imaging Retrieval Concurrent SW License	1,095	5,475	1,095	5,475	1,185	6,660	6,660
2	2	iaFolderScan add on option license (requires existing)	500	1,000	500	1,000	216	1,216	1,216
Software Subtotal				6,475		6,475	1,401	7,876	7,876
<b>Professional Services per Hour T&amp;M</b>									
8	10	Folder Structure Analysis	164	1,312	164	1,640	-	1,312	1,640
4	8	ProfBe Setup (Tech)	164	656	164	1,312	-	656	1,312
4	8	Integration and Configuration	164	656	164	1,312	-	656	1,312
8	16	iaFolder Admin Setup (Folder Indexes, Subfolders, Doc Indexes, 8 User Accounts) (Tech)	164	1,312	164	2,624	-	1,312	2,624
8	8	iaFolder & iaFlow Training (Analyst)	164	1,312	164	1,312	-	1,312	1,312
4	4	iaFolder Scan Training (Analyst)	164	656	164	656	-	656	656
4	6	Testing (Analyst)	164	656	164	984	-	656	984
4	4	Documentation (Analyst)	164	656	164	656	-	656	656
4	5	Project Manager I	164	656	164	820	-	656	820
Integration Subtotal				7,872		11,316		7,872	11,316
Subtotal				14,347		17,791	1,401	15,748	19,192
Sales Tax									
Total				14,347		17,791	1,401	15,748	19,192

Above Prices are good for 30 days. Today's date is: 3/16/20  
 Freight is not included in above prices and will be prepaid by IA and charged to purchaser.  
 Tax Rate 9.0%

# TEAM ia

## Revenue Collections

Low Qty	High Qty	Description	Low Estimate		High Estimate		Annual Support Adv Maint	Low Estimate Total	High Estimate Total
			Unit	Extended	Unit	Extended			
		<b>Software</b>							
1	1	iaCapture Scan/Index Workstation SW License	5,001	5,001	5,001	5,001	1,501	6,502	6,502
		Software Subtotal		5,001		5,001	1,501	6,502	6,502
		<b>Professional Services per Hour T&amp;M</b>							
14	22	Folder Structure Analysis	164	2,296	164	3,608	-	2,296	3,608
6	10	Profile Setup (Tech)	164	984	164	1,640	-	984	1,640
20	28	Integration and Configuration	164	3,280	164	4,592	-	3,280	4,592
12	20	iaFolder Admin Setup (Folder Indexes, Subfolders, Doc Indexes, 8 User Accounts) (Tech)	164	1,968	164	3,280	-	1,968	3,280
8	8	iaFolder & iaFlow Training (Analyst)	164	1,312	164	1,312	-	1,312	1,312
2	2	iaFolder Scan Training (Analyst)	164	328	164	328	-	328	328
4	4	Testing (Analyst)	164	656	164	656	-	656	656
6	8	Project Manager I	164	984	164	1,312	-	984	1,312
		Integration Subtotal		11,808		16,728	-	11,808	16,728
		Subtotal		16,809		21,729	1,501	18,310	23,230
		Sales Tax							
		Total		16,809		21,729	1,501	18,310	23,230

Above Prices are good for 30 days. Today's date is:03/16/20  
 Freight is not included in above prices and will be prepaid by IA and charged to purchaser.  
 Tax Rate 9.0%

# TEAM ia

## BFRC Analysis

Low Qty	High Qty	Description	Low Estimate		High Estimate		Annual Support Adv Maint.	Low Estimate Total	High Estimate Total
			Unit	Extended	Unit	Extended			
40	40	<b>Professional Services per Hour T&amp;M</b> Detailed analysis for BFRC Dept. to define requirements for EDMS to be quoted in Phase 4 of the project.	164	6,560	164	6,560	-	6,560	6,560
		Subtotal		6,560		6,560	-	6,560	6,560
		Sales Tax		-		-	-	-	-
		Total		6,560		6,560	-	6,560	6,560

Above Prices are good for 30 days. Today's date is: 3/16/20  
 Freight is not included in above prices and will be prepaid by IA and charged to purchaser.  
 Tax Rate 9.0%

# TEAM ia

## Energov Integration

Low Qty	High Qty	Description	Low Estimate		High Estimate		Annual Support Adv Maint.	Low Estimate Total	High Estimate Total
			Unit	Extended	Unit	Extended			
172	214	Professional Services per Hour T&M Work with the City and the Tyler Energov team to develop an integration between iaFolder and Energov.	164	28,208	164	35,096	-	28,208	35,096
1	1	Integration support		-		-	7,500	7,500	7,500
Total				28,208		35,096	7,500	35,708	42,596

Above Prices are good for 30 days. Today's date is: 3/16/20

Freight is not included in above prices and will be prepaid by IA and charged to purchaser.

Tax Rate 9.0%

# TEAM ia

## EDMS Professional Services

Low Qty	High Qty	Description	Low Estimate Unit	Low Estimate Extended	High Estimate Unit	High Estimate Extended	Annual Support Adv Maint.	Low Estimate Total	High Estimate Total
66	66	Professional Services per Hour T&M EDMS Professional Services	164	10,824	164	10,824	-	10,824	10,824
Total				10,824		10,824	-	10,824	10,824

Above Prices are good for 30 days. Today's date is: 3/16/20

Freight is not included in above prices and will be prepaid by IA and charged to purchaser.

Tax Rate 9.0%

# COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor  
 FROM: Wes Ratterree DEPT. Information Technology  
 SUBJECT: ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS) DIGITAL SCANNING  
 REQUEST: APPROVAL FOR SCANNING SERVICES FOR EXISTING DOCUMENTS AS PART OF THE NEW ELECTRONIC DOCUMENT MGMT SYSTEM. STATE CONTRACT #: 4400016689  
 COMMITTEE OF COUNCIL: Ways & Means DATE: April 28, 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"/>

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

If yes, provide the following: Dept./Div.: IT Account #: 161000-52206

Balance in Account \$2,355,722.66 Amount needed for this item \$175,000.00

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

**NOTES:** This purchase includes all necessary services to complete scanning to digital format of documents, plans and drawings for multiple City departments as part of the new Electronic Document Management System project. This will allow for the significant reduction in the use and storage of paper and printed copies while improving the City's access to and use of documentation as well as ability to provide documentation upon request. *Funded by 2018 Reserves to be included in future budget amendment.* *KCM*

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

Mayor's Signature:   
John J. Tecklenburg, Mayor

# TEAM ia

## OUTSOURCED SCANNING OF CITY OF CHARLESTON IMAGES (HR ACTIVE PERSONNEL FILES)

Estimated back file for Human Resources 398,300 images (1,765 estimated files with an average of 226 pages per file and approximately 39 minutes to prep and reassemble (Total Price will vary based on the actual number of images.)

Description	Estimated # of Images/Hours	Price per Image/ Hour	Estimated Total
Human Resources Active Employee Personnel Files	398,300 images	10 cents per image	\$39,830
Document File Preparation and Reassembly (This is for source document preparation not large format and includes scanning entire file as one document into iaFolder)	1,147 hours	\$20/hour	\$22,945
Courier Services	2 trips	\$150 round trip	\$300
<b>Total</b>			<b>\$63,075</b>

Description	Price per Image/ Hour
Black and White Scanning and Indexing Drawings larger than 11x17 (includes 6 indexes: cabinet, folder, doc type, date, description, Project Name)	\$2.75 per drawing
Color Scanning and Indexing Drawings larger than 11x17 (includes 6 indexes: cabinet, folder, doc type, date, description, Project Name)	\$3.50 per drawing
Courier Services	\$150 round trip
***Large format drawings will be scanned as budget allows, up to \$111,925 (after scanning HR files, estimated above at \$63,075)	\$111,925
<b>Grand Total</b>	<b>\$175,000</b>

### SERVICES INCLUDE

# TEAM ia

- Pickup Documents from Customers
- Verify against customer transmittal list documents/boxes received
- Prepare documents for scanning
  - Remove staples
  - Remove from clips
  - Put post-it notes covering information on a separate sheet of paper
  - Tape torn documents
- Scan documents in iaFolder
- Look at each document as it is scanned to try to verify quality
- Rescan documents of poor quality where necessary (if better quality can be achieved by changing scanner settings)
- Put documents back in folders and then back in boxes
- Above Prices are good for 30 days. Today's date is: 3/06/20
- **Per SC State Contract # 4400016689**

# COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Daniel Curia DEPT. Fire Department

SUBJECT: 2020 FORD EXPEDITION VEHICLES

REQUEST: Approval to purchase five (5) each 2020 Ford Expedition vehicles  
From Vic Balley Ford, 501 E. Daniel Morgan Ave., Spartanburg, SC  
29302. SC Contract #4400022512

COMMITTEE OF COUNCIL: Ways & Means DATE: April 28, 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"/>
Fire Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Daniel Curia</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Dany...</i>	<input type="checkbox"/>

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

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

Balance in Account ✓ Amount needed for this item \$315,350.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: *Amy Wharton*

FISCAL IMPACT: 2020 Lease Purchase Funds

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.**

Vic Bailey Ford  
 David Vetter 864.585.3600 or 800.922.1365

**SUV-4: 2020 FORD EXPEDITION**

**Contract #: 4400022512**

**Standard Equipment Included:**

3.5L EcoBoost Engine  
 Automatic Transmission  
 A/C  
 AM/ FM Radio  
 Power Windows and Door Locks  
 Cloth Front Bucket Seats w/ Vinyl 2nd Row Bench

Power Steering  
 Power Brakes  
 Cruise Control  
 Full Length Vinyl Floor  
 17" Steel Wheels  
 No Factory Center Console

**SC STATE CONTRACT PRICE:**

	Expedition 4x4 XL 102A				<b>\$35,061.00</b>
	18B Factory Installed Black Platform Running Boards				\$2,929.00
41K	Skid Plates (4x4 Models Only)				\$420.00
	Two-Tone Paint - Aftermarket Painted				\$104.00
	Delivered to Tri-County Upfitters				\$1,550.00
	Tricounty Upfitters Package per Quote# 20-0056				\$250.00
	Vendor Coordination Fee				\$21,756.00
	IMF (Sales Tax)				\$500.00
	<b>TOTAL SC STATE CONTRACT PRICE:</b>				<b>\$63,070.00</b>
	<b>TOTAL SC STATE CONTRACT PRICE 5-EACH:</b>				<b>\$315,350.00</b>
	<b>Exterior Color: Red</b>				
	<b>Interior Color: Gray</b>				

COMMITTEE / COUNCIL AGENDA

4.)

TO: John J. Tecklenburg, Mayor  
FROM: Scott Watson DEPT. Executive  
SUBJECT: OFFICE OF CULTURAL AFFAIRS – SC PRT TOURISM ADVERTISING GRANT PROGRAM  
REQUEST: To apply for a grant in the amount of \$10,000 from SC Arts  
Commission for a sub-granting program (7/1/2020 to 6/30/2021).  
This is the renewal of an annual award to fund the Lowcountry for  
Quarterly Arts Program administered by the Office of Cultural Affairs.

COMMITTEE OF COUNCIL: W&M DATE: April 28, 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"/>	Scott Watson 4/21/2020	<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 1:1 City match is required. Matching funds will come from FY20 Community Assistance and private donation.

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

FY20 Subgrant

Process: FY21 Subgranting

 Public Profile

 Copy Previous Answers

 Collaborate

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

 Document Viewer

 Application Packet

 Question List

 Due on 05/01/2020 11:59 PM EDT.

 Fields with an asterisk (\*) are required.

∨ Eligibility and Restrictions

### Organization Type\*

My organization is:

- A nonprofit with federal tax-exempt status
- A nonprofit without federal tax-exempt status, applying through a tax-exempt Fiscal Agent/Receiver
- A college/university or government office that can receive direct payments
- A college/university or unit of government with a central office serving as fiscal agent/receiver

### Charitable Organization Status\*

Are you registered as a charitable organization within the SC Secretary of State's Office?

- Yes, we are registered as an SC charitable organization.  
We are in the process of registering and expect to be complete before the grant period begins.

No, we are not registered as an SC charitable organization and have no plans to do so. (INELIGIBLE)

### Arts Focus\*

Select the item from the list that best describes your organization.

- The primary mission of my organization focuses on the arts.  
My organization serves as the primary arts provider in its community.
- Neither of these describe my organization. (INELIGIBLE)

### ✓ Application Contact

#### 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](mailto: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.

### Organization's Authorized Official

An organization's Authorized Official is the person responsible for signing legal documents and entering into contractual agreements.

#### Authorized Official Confirmation\*

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

- Yes
- No

### ✓ Authorized Official Contact Information

#### AO Prefix

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

Mr.

#### AO First Name

John

**AO Last Name**

Tecklenburg

**AO Suffix**

(Sr, Jr, III, etc.)

**AO Title**

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

Mayor

**AO Email** tecklenburgj@charleston-sc.gov**AO Phone**

Daytime phone number

(e.g. 999-999-9999)

843-724-3737

## ✓ Organization Role

**Organization's Role\***

Describe your organization's role in the development of the arts in the county or counties that your subgrant program serves.

Established in 1977, the City of Charleston Office of Cultural Affairs (OCA) plays a catalytic role in producing programs and cultural activities that celebrate creativity and diversity; stimulate economic activity and amplify Charleston's reputation as an international cultural destination. Major projects include the Piccolo Spoleto Festival, MOJA Arts Festival, Charleston Farmers Market, Holiday Magic in Historic Charleston, Happy New Year Charleston and the Free Verse Poetry Festival. The OCA manages and programs City Gallery and the Cannon Street Arts Center. The OCA also compiles the

1,034 characters left of 2,000

**Fulfills Role\***

Describe how subgranting fulfills this role.

The Lowcountry Quarterly Arts Grants Program (LQAGP) is jointly administered and funded by the City of Charleston Office of Cultural Affairs and the City of North Charleston Cultural Arts Department. The majority of arts organizations in the tri-county area are currently involved with one or both of the organizations administering the LQAGP. This allows both agencies the opportunity to jointly serve the entire Lowcountry community with a common commitment of fostering excellence in the arts. The LQAGP provides technical assistance, resource information and/or funding to individuals and

1,164 characters left of 2,000

**Staff Member\***

List the staff member below who is responsible for artistic, administrative and programmatic functions in your organization.

## ✓ Application Process

**Guidelines Web Address\***

Enter your guidelines' web address here.

 charleston-sc.gov/LQAGP

**Applicants\***

Describe your applicants. Include details about the diversity within your applicants (not just ethnicity, but the broader sense of diversity to include artistic disciplines, project types, etc.).

Our applicants must be nonprofit organizations and be chartered in South Carolina as a nonprofit or government agency, must be located in Berkeley, Charleston or Dorchester Counties and must hold a federal tax exempt status or apply through a qualified fiscal agent. Individual applicants must be a professional artist, or an individual who devotes a major portion of their time to the practice and production of art through which he/she earns or endeavors to earn his/her livelihood. The individual artist must also reside in Berkeley, Charleston or Dorchester Counties for six months prior to the date

98 characters left of 750

**Applicant Assistance\***

Describe how advisement and/or staff assistance is provided for potential applicants.

Applicants are encouraged to speak with Office of Cultural Affairs staff about their grant applications prior to the application deadlines. LQAGP administrators will review drafts of grants and budgets and offer suggestions and comments to applicants. Grant applications will be reviewed by administrators for completeness and accuracy. If incomplete, applicants are contacted and asked to supply additional information. We try and make it clear to artists and arts organizations that they should reach out to us or visit us in advance of starting their first application to the program to receive guidance, if needed.

131 characters left of 750

**Process Description\***

Provide details on the process by which applications are accepted, administered and reviewed by your staff and review panel.

Applicants will be assigned a primary reviewer (someone with experience and/or expertise in a particular discipline or subject area). The primary reviewer scores the application using criteria outlined in the LQAGP grant guidelines. Each panel member will receive copies of all grant applications for the grant period to review and score applications. The full review panel will meet approximately two weeks after the appropriate deadline to review applications for the grant period. Scores for each application will be tallied and all applications ranked according to scores. Each application will be discussed

2,146 characters left of 3,000

**Panel Composition\***

Tell us about the composition of your panel (arts professionals, ethnic and demographic representation, community representatives, etc.). How many are board members and staff?

Vacancies on the panel will be filled by arts professionals representing a variety of arts disciplines and arts education groups representing the geographic regions of Charleston, Berkeley and Dorchester Counties. The most recent panel consisted of two caucasian women, one Asian man, one caucasian man, one African-American man, and one African-American woman.

388 characters left of 750

**Panel Orientation\***

Describe how your panelists are informed about their duties and responsibilities.

The full review panel will meet approximately three weeks after the appropriate deadline to review applications for the grant period, for four consecutive quarters. City of Charleston Office of Cultural Affairs staff and staff from the City of North Charleston Cultural Arts Department sit with the panel at each review session but do not vote or make funding recommendations; and they serve to inform the panelists about their duties and responsibilities at the meetings and in regular correspondence. During the recruitment process, new or potential panelists are made aware of the duties and responsibilities

117 characters left of 750

**Panel Decision Process\***

Describe the process used by your panel for making decisions. For example: Is there discussion of the applications among panelists, or do panelists provide individual input only? Are decisions based on numerical scores? Is there a formal vote, or just general consensus? How are panel feedback and decision-making documented?

Each panelist is assigned one or more applications as the primary reviewer. Panelists complete an evaluation for their assigned application(s) which includes a numerical score as well as a notes section. Panelists share the evaluations with the rest of the panel during the quarterly meeting. The evaluation serves as a starting point for a conversation and input is expected from the other panelist. The primary reviewer will ultimately make a funding recommendation based on the conversation and general consensus. The administrator takes notes during the discussion and those notes and

842 characters left of 1,500

**Appeals Description\***

Describe your appeals process and the criteria for an appeal.

Applicants who are unsuccessful in a given quarter may resubmit their application using the panel's comments and suggestions, under a subsequent deadline. If the applicant would prefer a direct appeal, the appeal will be reviewed by an appeals committee consisting of staff from the City of Charleston and City of North Charleston.

2,667 characters left of 3,000

## ✓ Program Administration

### **Payment\***

Provide details of the method you use for processing payments to subgrantees.

Successful applicants are sent a contract to be completed and returned. Once the contract is returned along with a W9, the program administrator files paperwork requesting one half of the total award to be mailed to the applicant via check. After completion of the project, the applicant completes a final report form which is then sent to the program administrator. The final report form is evaluated for completeness and accuracy, filed, and a check is mailed to the applicant for the second half of the grant award.

2,481 characters left of 3,000

### **Reporting\***

Describe the reporting procedures that you require of subgrantees and how you ensure that they have provided the services for which you have contracted.

2,000 characters left of 2,000

### **Documentation\***

Describe how the program is documented and evaluated.

If a project is funded, no changes may be made to the project, activities, personnel or budget without prior consultation with the LQAGP administrator/staff. Organizations and individuals that misuse LQAGP funding will lose all rights to apply for any future grant awards. Grant monies that are not spent during the project must be returned to the LQAGP with the Final Evaluation and Fiscal Report. On-site evaluations may be conducted by the LQAGP review panel and/or staff. In addition, all publicity and programs must contain the following statement: "This project was funded in part by the

2,023 characters left of 3,000

### **Publicity Strategy\***

Outline the publicity strategy for announcing this program to your constituency. How do you communicate about the program to the public?

Press releases announcing this program will be sent to all area print and electronic media sources. The City of North Charleston includes this information in their monthly e-newsletter and in their quarterly program guide. The City of Charleston lists grant opportunities at [www.charlestonarts.org](http://www.charlestonarts.org) and [www.charleston-sc.gov](http://www.charleston-sc.gov); and there is also a Facebook page for the LQAGP.

1,627 characters left of 2,000

✓ Web-based Forms

**Subgrant Forms NOT on Web\***

For your subgranting program, are any of the following **NOT** posted on your website?

Select all that apply

- Applicant Eligibility Requirements
- Application Forms
- Review Form/Criteria
- Reporting Forms

If your forms are on your website you will not need to upload copies of them. They will be reviewed from your website.

✓ Certification

By checking the "I Agree" box 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 signature.
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 & State laws when conducting any program activity for which the applicant receives financial assistance from the Commission.
6. This application has been submitted to any internal authorizations.
7. I am the authorizing official for this organization, or I am acting with the full permission of that official, & I understand that checking the "I Agree" box constitutes my signing off on this application.

**Certification\***

✓ I Agree

 Due on 05/01/2020 11:59 PM EDT.

COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor  
FROM: Scott Watson DEPT. Executive  
SUBJECT: OFFICE OF CULTURAL AFFAIRS – SC PRT TOURISM ADVERTISING GRANT PROGRAM  
REQUEST: To apply for grant in the amount of \$2,500 from South Arts to support fees for visiting artists for Free Verse Festival in October 2020.

COMMITTEE OF COUNCIL: W&M DATE: April 28, 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"/>	Scott Watson 4/21/2020	<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

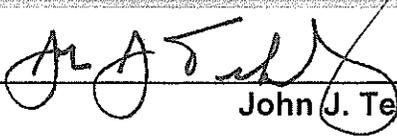
Does this document need to be recorded at the RMC's Office? Yes  No

NEED: Identify any critical time constraint(s).

CFO's Signature:

FISCAL IMPACT:

A 1:1 City match is required. Matching funds will come from private donation.

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.

COMMITTEE / COUNCIL AGENDA

(6.)

TO: John J. Tecklenburg, Mayor

FROM: Scott Watson DEPT. Executive

SUBJECT: OFFICE OF CULTURAL AFFAIRS – SC PRT TOURISM ADVERTISING GRANT PROGRAM

REQUEST: To apply for grant in the amount of \$50,000 from the National Endowment for the Arts to support funding to offset venues costs and artists fees in conjunction with the CARES Act.

COMMITTEE OF COUNCIL: W&M DATE: April 28, 2020

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

	Yes	N/A	<u>Signature of Individual Contacted</u>	<u>Attachment</u>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
<u>Office of Cultural Affairs</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Scott Watson 4/21/2020	<input type="checkbox"/>
<u>Grants Manager</u>	<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 \_\_\_\_\_

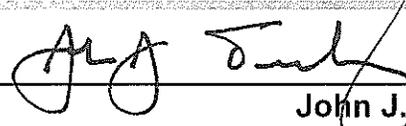
**Does this document need to be recorded at the RMC's Office?** Yes  No

**NEED:** Identify any critical time constraint(s). *The grants.gov application portal will not open until late April, but deadline precedes first Ways & Means Meeting in May. Draft application to be shared at April 28 meeting.*

CFO's Signature: \_\_\_\_\_

**FISCAL IMPACT:**

*No City match is required.*

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.

# CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor  
 FROM: Virginia Jones / Andrew Jones DEPT. Parks – Capital Projects  
 SUBJECT: STONEY FIELD IMPROVEMENTS INCREASE TO P162427 FOR LED LIGHTING IMPROVEMENTS  
 REQUEST: Approval to increase P162427 with National Energy Solutions in the amount of \$3,532.99 for the remittance of state use tax on materials provided by the contractor. The contractor applied 7% sales tax on materials and an additional 2% is required to be remitted to the State.

COMMITTEE OF COUNCIL: Ways & Means DATE: April 28, 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"/>
Capital Projects Director	<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 Parks-Capital Projects Acct # 051150-58240

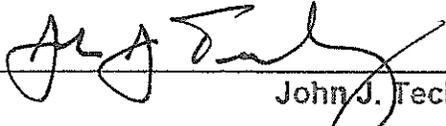
Balance in Account \$3,532.99 Amount needed for this item \$3,532.99

Project Number CP1812

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

CFO's Signature: Amy K. Wharton

**FISCAL IMPACT:** Approval to increase P162427 will increase the PO amount by \$3,532.99 (from \$304,083.12 to \$307,616.11). Funding for this project is 2005 GO Bond (\$399,048.00), 2018 GO Bond (\$2,600,000.00), Hospitality Funds (\$1,250,000.00), and a 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.

## MEMORANDUM

**TO:** Ways and Means Committee

**FROM:** Virginia D. Jones, PE, Sr. Construction Project Manager, Capital Projects

**SUBJECT:** Stoney Field Lighting – Sales Tax

**DATE:** October 10, 2019

Committee Members:

The Stoney Field Lighting vendor only charged the City 7% sales tax. The City will need to remit the remaining 2% as a use tax to the state. This 2% deficiency is putting us over the Council authorized amount of the purchase order. Therefore, a request for an increase in the purchase order is 2% of the material cost of \$176,649.60 = **\$3,532.99**.

Thank you so much for participating in this very important project,

*Virginia D. Jones, PE*

Virginia D. Jones, PE  
Sr. Construction Project Manager, Capital Projects



National E Solutions

National E Solutions  
245 Lower Morrisville Road  
Fallsington, PA 19054

Toll Free  
(877) 799-1840

info@nationalesolutions.com

TIPS Contract : #181206-02

**Stoney Field**

Charleston, SC - 08/27/19

Football Field

**\*\*50 FC Avg Maintained Light Level Fields/10 FC Track\*\***

All-Field 750W LED

**Includes 10 Year Warranty**

Quantity	Description
74	All Field 750 Watt Sport LED w/ Visor
1	AirMesh - Control Hub
74	Retrofit Installation Hardware Kit (bolts, washers, wire nuts, etc...) Includes Dynamic Scenes for Light show capabilities

Sports Lighting System (Materials) = \$173,742.00  
 Materials - Sales Tax (7%) = \$12,161.94  
 Retrofit Installation (Labor) = \$108,487.18  
 Total Including Tax = \$294,391.12

Project Notes:

- \* Price includes light fixtures, mounting hardware, and installation.
- \* Price includes delivery to jobsite.
- \* Price firm for 120 days.
- \* Allow 4-6 weeks for delivery.  
(Delivery process will begin once P.O. has been issued and the Voltage Verification & Design Approval forms have been properly filled out and returned)
- \* Price quoted assumes the integrity of all existing structure (poles, crossarms, wiring) are of sound workmanship and quality.
- \* Allow 3-4 weeks for installation.
  
- \* Retrofit Installation Includes:
  - Reusing main distribution panel, breakers, contactors and switching.
  - Reusing individual conduit and and install new wiring for each pole sized accordingly. No more than 3% voltage drop shall be allowed.
  - Install new PVC Conduit from panel to pull boxes before each pole. Pull in new #2 copper wire for 100 amps. Remove old control box and install a pull box.
  - Excludes all permits, fees and inspections associated with the project.
  - Pole locations must also be accessible and not obstructed by fencing, buildings, etc.
  - Price above does include SALES or USE taxes on materials only.
  - A tax exemption certificate must be filed with NES if applicable.
  - All work to be performed that requires a license, including but not limited to electrical & plumbing will be performed by individuals currently licensed in the proper jurisdiction. All proposals are based in bids by licensed individuals anticipated to perform the work.
- \* LED Warranty Information:
  - Seller warrants that Equipment furnished or manufactured by Seller will be free from defects in material and workmanship for a period of 10 years from date of shipment. Seller will replace any defective material for the entire 10 year period.
  - NGU will make every effort to maintain any component of our sports lighting system for the entirety of the warranty period. Advances in technology and obsolescence of some components, including but not limited to; regulatory changes, cellular upgrades, and other items beyond our control, could possibly render this impossible for some components in the future. NGU will always make every effort to support our system as long as manufactured components are available.

2019



NATIONAL ENERGY SOLUTIONS, INC.  
245 LOWER MORRISVILLE RD.  
FALLSINGTON, PA 19054  
877-445-5900

# Invoice

Date	Invoice #
12/16/19	19-0249984

Bill To
City of Charleston Dept. of Parks 823 Meeting Street Charlestown, SC 29403

Ship To
City of Charleston Dept. of Parks 823 Meeting Street Charlestown, SC 29403 ATTN: Virginia Jones

P.O. No.	Terms
P162427	Due on receipt

Description	Amount
CP1812 Stoney Field LED Lighting- Replace existing ballpark lighting of Stoney Field East & West side with new LED lighting (74) Ephesus All Field 750 watt sports lighting LED fixtures (1) AirMesh Control System Safety Cables & Laser Kit Included  Delivered and accepted by Andra Triman 12/6/2019 Supergreen Tracking- Averitt #0640206986  Sales tax will be charged on final invoice TIPS Contract #181206-02 PR Number PR1953936 Vendor V013785	147,195.56

Please remit to above address.

<b>Total</b>	\$147,195.56
<b>Balance Due</b>	\$147,195.56

*SKW*  
*12/20/19*  
*partial pay*

*CP 1812*  
*OK to pay*  
*Virginia Jones*  
*12/18/19*

Web Site
<a href="http://www.nationalesolutions.com">www.nationalesolutions.com</a>

2020

P162427  
CP 1812

# Invoice



NATIONAL ENERGY SOLUTIONS, INC.  
245 LOWER MORRISVILLE RD.  
FALLSINGTON, PA 19054  
877-445-5900

Date	Invoice #
3/10/20	20-0250018

Bill To
City of Charleston Dept. of Parks 823 Meeting Street Charlestown, SC 29403

Ship To
City of Charleston Dept. of Parks 823 Meeting Street Charlestown, SC 29403 ATTN: Virginia Jones

P.O. No.	Terms
P162427	Due on receipt

Description	Amount
CP1812 Stoney Field LED Lighting- Replace existing ballpark lighting of Stoney Field East & West side with new LED lighting- Completion Invoice	135,033.62
Sales Tax	12,161.94

TIPS Contract #181206-02  
PR Number PR1953936 Vendor V013785

PO # 162427

RECEIVED

MAR 16 2020

ACCOUNTS PAYABLE

*Virginia Jones* 3/13/20

All work is complete!  
100%

*SKW*  
3/13/20

OK to pay  
*Virginia Jones*  
05/11/20

<b>Total</b>	\$147,195.56
<b>Balance Due</b>	\$147,195.56

Web Site
www.nationalesolutions.com

2020

# Invoice



NATIONAL ENERGY SOLUTIONS, INC.  
245 LOWER MORRISVILLE RD.  
FALLSINGTON, PA 19054  
877-445-5900

Date	Invoice #
3/23/20	20-0250024

<b>Bill To</b>
City of Charleston Dept. of Parks 823 Meeting Street Charlestown, SC 29403

<b>Job Location</b>
Dept. of Parks 823 Meeting Street Charlestown, SC 29403 ATTN: Virginia Jones

<b>P.O. No.</b>	<b>Terms</b>
P162427	Due on receipt

Description	Qty	Rate	Amount
Labor required to relocate panel from top of poles to ground level accessible locations to allow access to breakers. New Panel boxes to be installed.	4	1,645.2175	6,580.87
Material	4	726.90	2,907.60
7% Sales Tax		203.53	203.53

TIPS Contract #181206-02  
PR Number PR1953936 Vendor V013785

It's been a pleasure working with you!

<b>Total Due</b>	<b>\$9,692.00</b>
------------------	-------------------

*Virginia Jones* OK TO pay  
04/03/20

# CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor  
 FROM: Edmund Most / Andrew Jones DEPT. Parks – Capital Projects  
 SUBJECT: ASHLEY RIVER PEDESTRIAN BRIDGE PROFESSIONAL SERVICES CONTRACT

REQUEST: Approval of a Professional Services Contract with HDR Engineering Inc. of Charleston in the amount of \$49,946.00 for project management and coordination, jurisdiction determination of critical areas and wood stork survey, and other surveying services as part of the design and construction of a bicycle and pedestrian bridge crossing the Ashley River.

COMMITTEE OF COUNCIL: Ways & Means DATE: April 28, 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"/>	Janie Borden/UMZS	<input type="checkbox"/>
Capital Projects Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<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 # 520000-52206  
 Balance in Account \$2,270.30 Amount needed for this item \$49,946.00  
 Project Number CP2007

NEED: Identify any critical time constraint(s).

CFO's Signature: *Amy Wharton*

FISCAL IMPACT: Approval of this contract will be covered by a future budget amendment using 2017 General Fund Reserves.

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

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

**City of Charleston Contract for  
Small Professional Services under \$100,000.00**

---

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between

The Owner: City of Charleston and the A/E: HDR Engineering Inc. of the Carolinas  
Department of Parks 4400 Leeds Avenue, Suite 450  
823 Meeting Street North Charleston, South Carolina 29405  
Charleston, SC 29403

WHEREAS the Owner requires the delivery of certain project management and coordination, jurisdictional determination of critical areas, Wood Stork Surveying, area mapping, LIDAR Surveys and other survey services, ("Work"), as a part of the design and construction of a bicycle and pedestrian bridge crossing the Ashley River ("Project") as outlined in the HDR Scope and Fee Proposal dated April 15, 2020, prepared by Michael Darby for the City of Charleston ("Service" or "Scope of Services"), which is marked as Exhibit A and attached hereto as if fully written herein.

CP2007 Ashley River Pedestrian Bridge  
(Project Number) (Project Name)

WHEREAS, the A/E, whose SC professional license is 318 is prepared and qualified to provide such Services.

NOW THEREFORE, the Owner and A/E agree to all of the following:

---

The Services required herein are set forth in the attached EXHIBIT A, which shall be performed in accordance with the Terms and Conditions contained on pages 2 through 4 of this Contract. Services shall be performed and Payments for acceptable work shall be made in accordance with the following:

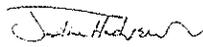
<u>MILESTONE</u>	<u>SCHEDULE</u>	<u>PHASE FEE (%)</u>
<u>Project Management &amp; Administration</u>	<u>2 months</u>	\$1,108.00
<u>Jurisdictional Determination of Critical Areas and Wood Stork Survey</u>	<u>2 months</u>	\$17,038
<u>Aerial Mapping/LIDAR/Field Surveys/ Critical Area Survey</u>	<u>1 month</u>	\$31,8000
	<b>TOTAL</b>	<b>\$49,946.00</b>

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

OWNER: City of Charleston

HDR ENGINEERING INC. OF THE CAROLINAS:

BY: \_\_\_\_\_  
John J. Tecklenburg, Mayor

BY:   
Signature \_\_\_\_\_  
Jonathan Henderson  
Print or Type Name \_\_\_\_\_  
ITS: Vice President

**ATTACHMENTS**

1. HDR's Ashley River Bicycle & Pedestrian Bridge Proposal, prepared by Michael Darby and dated April 15, 2020

**Terms and Conditions of the City of Charleston  
Professional Services Contract**

**ARTICLE 1 - GENERAL**

- A. The A/E agrees to provide professional services to the Owner as required by the Scope of Services requested by the Owner as set forth in Exhibit A.
- B. The A/E agrees that it will perform its services consistent with the professional skill and care ordinarily provided by the Engineers practicing in the same or similar locality under the same or similar circumstances.
- C. The A/E covenants with the Owner that it possesses the required degree of learning, skills, and experience that is ordinarily possessed by similarly situated professionals, that he/she will utilize reasonable and ordinary care and diligence in the exercise of his/her skills to accomplish the Scope of Services, and that it will use good professional judgment in performing the Scope of Services.
- D. The A/E agrees to cooperate with the Owner and any other contractor.

**ARTICLE 2 – A/E’S RESPONSIBILITIES**

- A. The A/E shall designate one or more representatives to be assigned for the duration of the Project. These representatives shall be authorized to act on behalf of the A/E in all matters related to the A/E’s performance(s) under this Contract. The A/E shall not replace a designated representative without notice to the owner and with good cause shown.
- B. The A/E shall notify the Owner, in writing, of information necessary from the Owner for the project. A/E shall allow sufficient time for Owner to acquire and respond with such information.
- C. A/E shall provide all Scope of Services using persons, including the staff of A/E’s Consultants and Additional Consultants, who possess the required degree of learning, skills, and experience that is ordinarily possessed by similarly situated professionals, that they will utilize reasonable and ordinary care and diligence in the exercise of their skills to accomplish the Scope of Services, and that they will use good professional judgment in performing the Scope of Services.
- D. The A/E shall manage and coordinate the A/E’s services, consult with the Owner, research applicable design criteria, attend all Project meetings, communicate with members of the Project team and report progress to the Owner.
- E. The A/E shall have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Services in the City of Charleston and as required by this Contract.
- F. The A/E shall be entitled to rely on the accuracy of information provided by the Owner.
- G. The A/E shall be entitled to additional compensation if required to provide services beyond those Services set forth in Exhibit A. The A/E shall be compensated for these additional services as agreed by both parties based on projected time and expense for the additional services as outlined in Exhibit B.

**ARTICLE 3 - OWNER’S RESPONSIBILITIES**

- A. The Owner shall provide all available programmatic and budgetary requirements for the Project.
- B. The Owner shall designate one or more representatives with authority to act on the Owner’s behalf in all matters related to the Owner’s duties under this Contract.
- C. The Owner shall provide the A/E with available information about the site and work area that is necessary for the A/E to perform the Services. The owner shall cooperate with the A/E in the identification and acquisition of any additional information required.
- D. The Owner shall make timely decisions on all issues related to the Contract and shall promptly advise the A/E of any errors or deficiencies in the A/E’s performance under this Contract.

**ARTICLE 4 – ADDITIONAL CONSULTANTS**

- A. It is agreed that the attached Exhibit A shall have identified all professional and technical disciplines and their providers required for the performance of the A/E’s services, and that the fees for such personnel are incorporated into the Contract Sum set forth on page one (1) of this Contract.
- B. Additional Consultants may be employed to perform portions of the Services under this Contract as required and approved by the Owner in advance. The A/E may apply a multiplier, not to exceed 1.1, to the approved fees of such Additional Consultants.

## **ARTICLE 5 – LIMITATIONS AND REPRESENTATIONS OF RESPONSIBILITY**

- A. The A/E shall not be responsible for the failure of any contractor, sub-contractor, vendor, or other Project participant, not under contract to the A/E, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes.
- B. The A/E agrees, to the fullest extent permitted by law, to indemnify the Owner its officers, and employees against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the A/E's negligent performance of professional services (including acts, errors, omissions or default) under this Agreement and that of its subconsultants or anyone for whom the A/E is legally liable. In regard to all other non-professional services or intentional torts, and with exclusion of negligent professional services in the above paragraph, to the maximum extent allowed by law, the A/E shall defend and indemnify the Owner, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Agreement as a result of the performance of the non-professional services or intentional acts or omissions of the A/E or its subconsultants or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused by the negligence of the Owner, its agents, officers, or employees. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

## **ARTICLE 6 – DOCUMENTS**

- A. At the completion of the Project, the A/E shall provide to the Owner all contract documents, electronically, on a Computer Disk or thumb drive. Specifications shall be in Microsoft Word format and as-built drawings shall be in AutoCAD 2000 format.
- B. All documents prepared or furnished by the A/E pursuant to this Contract are instruments of service and the A/E shall maintain an ownership and property interest therein.
- C. Documents prepared or furnished by the A/E pursuant to this Contract may not be reused by the A/E on other projects or for other clients without the prior written permission of the Owner.
- D. The A/E hereby grants to the Owner a non-exclusive license to reproduce or otherwise utilize A/E's documents for the purposes of constructing, operating, maintaining, repairing, using, renovating, expanding, modifying or otherwise enjoying the beneficial use of the Project at no additional cost to the Owner. The A/E shall incur no liability for the Owner's reproduction or reuse of the A/E's documents.
- E. Consultants and Additional Consultants used by the A/E for the Services of this Contract shall be bound by the conditions of this Article.

## **ARTICLE 7 – PAYMENTS**

- A. The Owner shall make payments to the A/E for undisputed work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- B. The A/E shall make payments to its Consultants and Additional consultants in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- C. If applicable, the A/E's request for payment under a NOT-TO-EXCEED contract shall be based on actual hours worked during the billing period, using the approved A/E's Hourly Rate and Reimbursable Schedule, not exceeding the scheduled amounts shown on Page 1 (one) of this Contract.
- D. All requests for payment shall be submitted in the form and manner required by the Owner, and shall be accompanied by appropriate supporting documentation.
- E. Payment under a Lump Sum contract shall be paid within thirty (30) days of receipt of the invoice. The invoice for the A/E's services shall be submitted to the City at the completion of the Scope of Services and after the City's acceptance of the work in its entirety.

## **ARTICLE 8 - DISPUTE RESOLUTION**

The parties agree to attempt in good faith to resolve their disputes arising from a claim or controversy arising out of or relating to the contract. To the extent that the parties are unable to resolve a claim or controversy arising out of or relating to the Contract, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a State or Federal court located in the County in which the Owner maintains its principle place of business, in the State of South Carolina. The A/E agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the A/E pursuant to the Contract.

#### **ARTICLE 9 SUSPENSION AND TERMINATION**

- A. The Owner may direct the A/E to suspend performance under this Contract at any time.
- B. The A/E may suspend its performance under this Contract if the Owner fails to make payments of undisputed amounts to the A/E as required by the terms of this Contract. Prior to the suspension of performance, the A/E shall give written notice to the Owner, and shall allow the Owner no fewer than twenty-one (21) calendar days to make payment, otherwise the suspension may take effect without further notice by the A/E.
- C. Additional Consultants may be employed to perform portions of the Services under this Contract as required and approved by the Owner in advance. The A/E may apply a multiplier, not to exceed 1.1, to the approved fees of such Additional Consultants.
- D. If the performance of Services is suspended by either party for a period of more than thirty (30) days but less than one hundred eighty (180) days due to no fault of the A/E, the A/E's time schedules shall be equitably adjusted. If a project is interrupted for ninety (90) days or more due to no fault of the A/E, the A/E's compensation shall be equitably adjusted to provide for expenses incurred in resuming the A/E's services and the time schedules for the remaining Services shall be equitably adjusted.
- E. The Owner may terminate this Contract for the convenience of the Owner with not less than seven (7) days written notice to the A/E. The A/E shall be paid for all Work acceptably performed and reimbursable expenses incurred, up to the date of termination, and project closure costs as authorized by the Owner.
- F. If either party fails to substantially perform according to the terms of this Contract, the other party may terminate this Contract upon not less than seven (7) days written notice if not cured as stated below. The notice of termination shall set forth with specificity the grounds for termination and give the other party a stated period of time in which it may cure the alleged breach.

#### **ARTICLE 10 – INSURANCE**

- A. The A/E shall maintain all forms of insurance required by law in the State of South Carolina. The A/E shall also maintain insurance coverage for comprehensive, general liability, automobile liability, and workers' compensation (by statutory authority). Minimum insurance coverage limits shall be as required by law or as shown in Chapter 6 of the *Manual for Planning and Execution of State Permanent Improvements Part II*, whichever is greater.
- B. The A/E shall maintain Professional Liability Insurance for the duration of this Contract with a limit of \$1,000,000 per claim and annual aggregate, or such other amount as the Owner may request. This policy shall remain in effect for a minimum of 12 months after the date of issuance of the final Certificate of Payment by the A/E.

#### **ARTICLE 11 – MISCELLANEOUS PROVISIONS**

- A. The A/E and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns and legal representatives in respect to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract without the written consent of the other party.
- B. This Contract represents the entire and integrated agreement between the Owner and A/E. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
- C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the A/E.
- D. Nothing in this Contract shall prevent the A/E from employing any independent consultant, associate, or subcontractor to assist in the performance of the Services.
- E. Unless otherwise included in the Contract, nothing shall require the A/E to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.
- F. Time and Expense Records of the A/E's personnel, consultants, and reimbursable expenses pertaining to the Services shall be kept on a generally recognized accounting basis, and shall be available to the Owner for audit at mutually agreeable times and places for a period no less than 3 years after the conclusion of this Contract.

#### **ARTICLE 12 – ERRORS AND OMISSIONS**

- A. Owner shall notify the A/E whenever the Owner believes the A/E's work contains errors or omissions, and the A/E shall agree to correct all errors and omissions without cost to the Owner.
- B. When the A/E's error or omission results in costs to the Owner over those the Owner would have paid had the error or omission not occurred, the A/E shall be responsible for any such additional costs not covered and paid by the A/E's professional liability insurance.



April 15, 2020

Dear Mr. Most,

We are pleased to submit this scope of services for Project Management and Coordination, Jurisdictional Determination of Critical Areas and Wood Stork Survey, and Surveying services in support of the Ashley River Bicycle & Pedestrian Bridge project. The proposed lump sum fee for the services described is \$49,946.00. Please see the attached scope and fee proposal for additional details.

If you have any questions regarding this proposal please reach out at your convenience.

We thank you for this opportunity to be of service to the City of Charleston and look forward to working with you on this project.

Sincerely,  
HDR Engineering Inc., of the Carolinas

A handwritten signature in black ink, appearing to read 'Michael Darby'.

Michael Darby, PE  
*Project Manager*

Enclosure:  
Scope and Fee





**Ashley River Bike-Ped Bridge  
Charleston, SC  
HDR – Scope and Fee**

**Scope of Services:**

In November of 2019, the City of Charleston received notification that it was awarded a BUILD grant for the design and construction of a bicycle and pedestrian bridge crossing the Ashley River, just to the south of the existing US 17 Northbound Bridge.

Due to schedule constraints with the project, HDR recommends the following field survey tasks be completed prior to commencing the environmental studies for the project:

**1.1 Project Management and Coordination:**

- a. Manage, monitor, coordinate and provide feedback to the City on schedule, budget, and project deliverables.
- b. Internal coordination with project team and subconsultants.

**1.2 Jurisdictional Determination of Critical Areas and Wood Stork Survey:**

**1.2.1 Field Work**

- a. Critical area delineation
- b. Wood stork survey

**1.2.2 Documentation**

- a. USACE documentation and coordination
- b. SCDHEC-OCRM documentation and coordination
- c. Biological assessment documentation for wood stork survey
- d. Coordination with surveyor

**1.3 Aerial Mapping/LIDAR Surveys/Field Surveys (See attached survey scope):**

- 1.3.1 Aerial Mapping/LIDAR Survey
- 1.3.2 Critical area survey

**Proposed Schedule:**

- 1 Aerial Mapping/LIDAR – One week following receipt of NTP.
- 2 Jurisdictional Determination – Begin one week following receipt NTP. Field work to take two days. Documentation approximately one month.
- 3 Field surveys – Begin one week after jurisdictional determination field work, receive survey files approximately one month after commencing work.

**Assumptions:**

- All information gathered will be used at a later date to support environmental documentation, traffic studies, and design.
- If necessary, City to prepare and send out property owner notifications regarding field survey efforts.
- Additional field survey effort will be required at a later date but is not included in this scope of services. The additional surveys include but not limited to storm sewer, property survey, sanitary sewer, utility locations, and bathymetric surveys.

**Lump sum total for all proposed services including direct costs - \$49,946.00**

Ashley River Bike/Ped Bridge - Fee Estimate

TASK NO.	Task Description	PM	QC/QC Lead	Sr. Envi. Sci.	Envi. Sci.	Proj. Admin	Total Labor (\$)	Direct Costs		Total Exp. (\$)	Total Cost (\$)	Total Fee (\$)
								Subconsultant	Mileage			
1.1	Project Management/Project Admin	1				1	\$1,108		\$0	\$1,108	\$1,108	
1.2	Jurisdictional Determination of Critical Areas and Wood Stems Survey	1	8	40	94		\$16,988	\$	\$50	\$17,038	\$17,038	
1.3	Aerial Mapping/LIDAR/Field Surveys/Critical Area Survey	1					\$700	\$31,040	\$31,040	\$31,740	\$31,800	\$31,800
<b>TOTALS</b>												
		12	8	40	94	4	\$ 18,856	\$ 31,040	\$ 50	\$ 31,090	Total Fee	\$49,946

## PROJECT UNDERSTANDING

It is our understanding that HDR is requesting aerial surveying services for an approximate 1 mile corridor. Below is a brief summary of our approach to the proposed work, which includes our methodology for the LiDAR/Imagery Acquisition and Processing.



### TASK 1: GROUND SURVEY

Prior to the acquisition, McKim & Creed personnel will establish survey control on the site and set and obtain coordinates on five (5) photo identifiable points. Locations will be controlled using a minimum of two 3-minute VRS observations with at least a 2-hour time difference between observations. These control points will be used for calibrating the LiDAR data set and triangulating the aerial imagery. Preferred locations for the points have been selected and are provided in the attached google earth file.

All survey data will be adjusted to the **State Plane Coordinate System, NAD83, NAVD 88, US International Feet** with an accuracy of 2.5 cm (1/4<sup>th</sup> the accuracy of the proposed derived mapping product of 10 cm).

## TASK 2: GROUND SURVEY CRITICAL LINE AREAS

McKim & Creed personnel will establish survey control and obtain coordinates on a minimum of 4 control points. Field personnel will locate critical line delineated by others using acceptable standard survey procedures. We anticipate being able to utilize both GNSS and standard equipment during the location. Survey plat will be drawn at an appropriate scale for legibility unless otherwise specified. Digital copy and Civil3D file will be provided to client

All survey data will be adjusted to the **State Plane Coordinate System, NAD83, NAVD 88, US International Feet**

## TASK 3. LIDAR\Image Acquisition

We will use a fixed-wing aircraft equipped with a full waveform LiDAR sensor coupled with a 100 megapixel RGB camera, and a high performance IMU/GNSS unit.

The LiDAR data will be collected at a density of ~20 points per square meter (ppsm). The color aerial photography will be collected with the LiDAR and will be at a Ground Sample Distance (GSD) of ~3 inches.

## TASK 4. Data Processing

### LiDAR Processing

To ensure geometric accuracy of the point cloud, we will calibrate the LiDAR swaths relative to each other and the ground control.

The LiDAR will be classified using a combination of automated and manual edit/reclassification processes to support the generation of one-foot contours, and will be coded as:

- 1 – processed, but unclassified
- 2 – Bare-earth ground
- 7 – noise (low or high; manually identified; if needed)

### Topographic Mapping

Map features will include any visible features at a 1"=50' scale as depicted in Appendix B of the USACE Engineer Manual(EM 1110-1-1000, 30 Apr 15). The extracted/compiled linework will be merged with the bare-earth Model Keypoint LiDAR data to produce a Digital Terrain Model (DTM) suitable for 1-foot contours.

*Obscured and Obstructed Features*

The LiDAR sensor we propose for this project has proven successful for similar projects, and is especially suited to collecting ground returns through tree canopy. Based on the provided Area of Interest we do not expect to see any obscured areas; however, in areas that are obscured and/or obstructed, terrain and planimetric feature collection may be limited. These areas will be outlined with an "obscured area" polygon. Additional ground survey may be required to collect data in these areas.

### Orthophotography

Collected imagery will be rectified to the new LiDAR surface model, and the individual 3-inch GSD ortho image files will be processed to ensure a seamless appearance, and will be tonally balanced to produce a uniform contrast and tone across the entire project area. The orthophotography will be delivered in tiled TIF/TFW and ECW/EWW formats.

## **DATA ACCURACIES**

### Horizontal

Data set will be produced to meet ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014) for a 15 cm RMSE<sub>x</sub> / RMSE<sub>y</sub> Horizontal Accuracy Class which equates to Positional Horizontal Accuracy = +/- 36.7 cm at 95% confidence level.

### Vertical

Data set will be produced to meet ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014) for a 10 cm RMSE<sub>z</sub> Vertical Accuracy Class equating to NVA = +/- 19.6 cm at 95% confidence level and VVA = +/- 30 cm at the 95<sup>th</sup> percentile.

## **DELIVERABLES**

Final products included:

- CAD
  - "AOI" \_Plan.dwg
  - "AOI" \_DTM.dwg
  - "AOI" \_Contours.dwg
  - "AOI" \_ Tile\_Index.dwg
- Orthos
  - "tile#" .tif/.tfw
  - "tile#" .ecw/.eww
- LiDAR
  - Bare Earth LAS
    - "tile#" .las
  - All Points LAS
    - "tile#" .las

\*other formats can be provided upon request

## **PRICING AND SCHEDULE**



Ground Control – Aerial Targets	\$ 1,750.00
<i>Schedule: 1 week from Notice to Proceed</i>	
Ground Survey – Critical Line and Plats	\$ 4,950.00
<i>Schedule: 1 week from Notice to Proceed</i>	
LiDAR Acquisition	\$ 15,812.00
<i>Schedule: within 1 week from NTP (weather dependent)</i>	
LiDAR Processing – bare earth classification	\$ 8,528.00
<i>Schedule: 2-3 weeks from acquisition</i>	
LUMP SUM TOTAL	\$ 31,040.00

This work will be billed on a fixed price basis for the scope of work described. We will invoice for our fixed fee services at the end of each billing cycle on a percent complete basis.

### **PAYMENT**

The Client is specifically requested to review the “Billing and Payment” Section of the attached McKim & Creed General Conditions. McKim & Creed’s ability to continue providing services on your project is dependent on the timely payment of our invoices. McKim & Creed reserves the right, and the Client acknowledges this right by entering into this Agreement, to stop work and also withhold the submittal of our documents should the Client’s invoices become past due.

### **ASSUMPTIONS / CLARIFICATIONS**

**Information to be provided by Client:** McKim & Creed shall rely on the completeness and accuracy of all information and technical data provided by the Client and Client’s other consultants. The Client shall provide all necessary information required by McKim & Creed to complete its work, including any updates to previously provided information and any other information reasonably requested by McKim & Creed.

Items to be provided by Client/Team Partner include:

- Approval of flight plans and AOI delineation

# COMMITTEE / COUNCIL AGENDA

**TO:** John J. Tecklenburg, Mayor

**FROM:** Geona Shaw Johnson

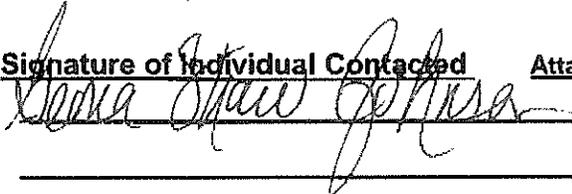
**DEPT.:** Housing and Community Development

**SUBJECT:** CITY OF CHARLESTON 2020-2024 CONSOLIDATED PLAN & 2020-2021 ANNUAL ACTION PLAN, SUBSTANTIAL AMENDMENT.

**REQUEST:** Mayor and City Council approval is requested for a Substantial Amendment to the 2020 Consolidated Plan and 2020-2021 Annual Action Plan. The purpose for the amendment is to include additional funding support for low and moderate income persons due to COVID-19. Funds are awarded by the Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) and Housing Opportunities for Persons with Aids (HOPWA) programs. City of Charleston will release a Request for Application to local nonprofit organizations to expend the funds upon receipt and execution of a Grant Agreement with the Department of HUD. The outline of uses is attached for your information.

**COMMITTEE OF COUNCIL:** Ways and Means      **DATE:** April 28, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Housing & Community Dev	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Corporation Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Grants Compliance Officer	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

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

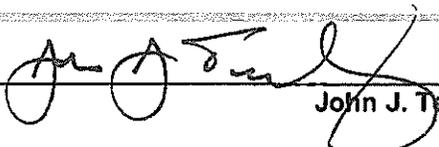
If yes, provide the following: Dept./Div: \_\_\_\_\_ Account #: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

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

**CFO's Signature:** \_\_\_\_\_

**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.**

**2020 Housing Opportunities for Persons with Aids (HOPWA)  
 COVID-19 Funding Budget \$118,886**

#	Organization	Project Name	Project Description	Location of Service Area	HOPWA COVID-19 Award Amount
1	Palmetto Community Care	HOPWA-COVID-19 Program	Funds will be utilized to assist homeless persons or those who are in danger of homelessness living with HIV or AIDS with Rental, Mortgage and Utility Assistance due to COVID-19.	Berkeley, Charleston, Dorchester Counties or the Metropolitan Statistical Area (MSA).	\$59,443
2	Roper St. Francis Healthcare (Ryan White Wellness Center)	HOPWA-COVID-19 Program	Funds will be utilized to assist homeless persons or those who are in danger of homelessness living with HIV or AIDS with Rental, Mortgage and Utility Assistance due to COVID-19.	Berkeley, Charleston, Dorchester Counties or the Metropolitan Statistical Area (MSA)	\$59,443
<b>Total Awarded</b>					<b>\$118,886</b>

**2020 Community Development Block Grant (CDBG) COVID-19 Funding Budget: \$488,628**

NO.	Organization	Project Name	HUD National Objective(s)	Project Description <small>Funds will be utilized to assist with the</small>	Location Services Area	COVID-19 CDBG Award Amount
1	City of Charleston	CDBG COVID-19 Program Administration COVID-19 Housing Assistance for persons experiencing homelessness	21A: General Program Administration	administration of the City of Charleston's CDBG COVID-19 Program.	City of Charleston	\$24,431
2	City of Charleston	COVID-19 Homelessness Prevention	05Z: Other Public Services 05S: Housing Subsidy Assistance, 05T: Housing Deposit Assistance	Funds will be utilized to assist homeless persons with lodging, transportation and related expenses due to COVID-19. Funds will be utilized to support homeless prevention programs administered by service providers.	City of Charleston	\$332,098
3	City of Charleston				City of Charleston	\$132,099
					<b>Total Awarded</b>	<b>\$488,628</b>



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR  
COMMUNITY PLANNING AND DEVELOPMENT

April 2, 2020

The Honorable John Tecklenburg  
Mayor of Charleston  
P.O. Box 652  
Charleston, SC 29402

Dear Mayor Tecklenburg:

I am pleased to inform you of a special allocation to your jurisdiction of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, the Department is immediately allocating \$2 billion based on the fiscal year 2020 CDBG formula. The remaining \$3 billion shall be allocated based on needs using best available data, in the following tranches: \$1 billion shall be allocated to States and insular areas within 45 days of enactment of the CARES Act, and \$2 billion shall be distributed to states and local governments at the discretion of the Secretary. Up to \$10 million will be set aside for technical assistance. Given the immediate needs faced by our communities, the Department has announced the first allocation of funds. Your jurisdiction's allocation is \$488,628.

The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date.

In addition, the CARES Act authorizes the Secretary to grant waivers and alternative requirements of statutes and regulations the Secretary administers in connection with the use of CDBG-CV funds and fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative requirements can be granted when necessary to expedite and facilitate the use of funds to prevent, prepare for, and respond to coronavirus.

The Department is developing a notice that will further describe the CARES Act's provisions, a Quick Guide to the CARES Act flexibilities and other provisions, and other resources to enable swift implementation of CDBG-CV grants. As these become available, they will be

posted on HUD's website and distributed to grantees. The Department will also support grantees with technical assistance.

As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low- and moderate-income persons and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. You should coordinate with state and local health authorities before undertaking any activity to support state or local pandemic response. CDBG-CV grants will be subject to oversight, reporting, and requirements that each grantee have adequate procedures to prevent the duplication of benefits. HUD will provide guidance and technical assistance on DOB and regarding prevention of fraud, waste, and abuse and documenting the impact of this program for beneficiaries.

The Office of Community Planning and Development (CPD) is looking forward to working with you to successfully meet the urgent and complex challenges faced by our communities. If you or any member of your staff has questions, please contact your local CPD Field Office Director or [CPDQuestionsAnswered@hud.gov](mailto:CPDQuestionsAnswered@hud.gov).

Sincerely,

John Gibbs  
Acting Assistant Secretary  
for Community Planning and Development  
U.S. Department of Housing and Urban Development



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR  
COMMUNITY PLANNING AND DEVELOPMENT

April 2, 2020

The Honorable John Tecklenburg  
Mayor of Charleston  
P.O. Box 652  
Charleston, SC 29402

Dear Mayor Tecklenburg:

I am pleased to inform you of your jurisdiction's Housing Opportunities for Persons With AIDS (HOPWA) supplemental allocation in the amount of \$118,886 provided under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") (Pub. L. No. 116-136), which was signed into law on March 27, 2020. The supplemental funds provided under the CARES Act are to be used by HOPWA grantees as additional funding to maintain operations and for rental assistance, supportive services, and other necessary actions, in order to prevent, prepare for, and respond to coronavirus.

This supplemental award may be used to reimburse allowable costs incurred prior to the receipt of your supplemental award provided such costs were to prevent, prepare for, or respond to coronavirus. Activities for which grantees may use the supplemental grant funds include, for example:

- assisting HOPWA eligible households in accessing essential services and supplies such as food, water, medications, medical care, and information;
- educating assisted households on ways to reduce the risk of getting sick or spreading infectious diseases such as COVID-19 to others;
- providing transportation services for eligible households, including costs for privately-owned vehicle transportation when needed, to access medical care, supplies, and food or to commute to places of employment;
- providing nutrition services for eligible households in the form of food banks, groceries, and meal deliveries;
- providing lodging at hotels, motels, or other locations to quarantine HOPWA-eligible persons or their household members; and
- providing short-term rent, mortgage, and utility (STRMU) assistance payments to prevent homelessness of a tenant or mortgagor of a dwelling for a period of up to 24 months.

In addition, the Office of Community Planning and Development has provided certain regulatory waivers to offer additional flexibility to program participants to prevent the spread of COVID-19 and to facilitate assistance to eligible communities and households economically impacted by the virus. Grantees should consult the [Availability of Waivers of Community Planning and Development \(CPD\) Grant Program and Consolidated Plan Requirements to Prevent the Spread](#)

of COVID-19 and Mitigate Economic Impacts Caused by COVID-19” memorandum for more information on the availability of waivers related to COVID-19.

Formula Grantees should follow existing requirements for development of substantial amendments to their action plans that describe the amount of funding in the supplemental allocation and the planned use of funds. Please note, however, that the 30-day minimum for the required public comment period is waived for substantial amendments, provided that no less than five (5) days are provided for public comment on each substantial amendment. This waiver is available through the end of each grantee’s 2020 program year.

A new grant agreement for this allocation will be issued through your local HUD field office. Within fourteen (14) days of executing their grant agreements with HUD, grantees will also be expected to execute new project sponsor agreements addressing how the supplemental funding will be used. Further guidance pertaining to the administration of the supplemental allocation, including eligible uses of the grant funding and reporting requirements, is forthcoming.

The Office of Community Planning and Development is looking forward to working with you as you implement critical actions to prevent, prepare for, and respond to COVID-19 in your community. If you or any member of your staff have questions, please contact your local CPD Office Director.

Sincerely,

John Gibbs  
Acting Assistant Secretary  
for Community Planning and Development  
U.S. Department of Housing and Urban Development

AN ORDINANCE

TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING \$6,000,000 GENERAL OBLIGATION BONDS OF 2020 OF THE CITY OF CHARLESTON, SOUTH CAROLINA, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS OF THE BONDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF CITY OF CHARLESTON, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

As an incident to the adoption of this Ordinance, and the issuance of the bonds provided for hereby, the City Council of City of Charleston, South Carolina ("Council"), the governing body of the City of Charleston, South Carolina (the "City"), finds that the facts set forth in this Article exist, and the statements made with respect thereto are true and correct.

Section 1.01. Objectives of Borrowing

Council is authorized by the provisions of Sections 5-21-210 to 5-21-500, inclusive, Code of Laws of South Carolina, 1976, as amended (the "Municipal Bond Act") to issue general obligation bonds of the City for any corporate purpose of the City. Section 14 of Article X of the Constitution provides that a City may issue general obligation debt for a purpose which is a public purpose and a corporate purpose of the City.

Council has determined that it is appropriate to raise sufficient moneys by the issuance of general obligation bonds to defray the cost of acquisition, construction and equipping of safe and affordable housing for persons and families of low to moderate income (collectively, the "Project"). The Project is a public and corporate purpose of the City within the meaning of the Municipal Bond Act and Section 14 of Article X of the Constitution (the "Enabling Act").

Section 1.02. Decision to Issue Bonds

On the basis of the foregoing, Council has determined to issue General Obligation Bonds of 2020 in the principal amount of not exceeding \$6,000,000 (the "Bonds"), the proceeds of which will be used to defray the cost of the Project and the cost of issuance of the Bonds. The Council has also determined that the City, pursuant to the provisions of Sections 11-17-10 to 11-17-120, inclusive, Code of Laws of South Carolina, 1976, as amended, may issue one or more series of notes (the "Notes") from time to time in anticipation of the issuance of the Bonds or to retire or refund any Notes as further described below through the issuance of Notes or Bonds; provided, however, that the amount of the Notes outstanding at any one time shall not exceed the principal amount authorized for the issuance of Bonds herein.

Section 1.03. Recital of Applicable Constitutional Provisions

Article X of the Constitution of South Carolina requires a favorable vote of the majority of the qualified electors of the City voting in referendum authorized by law. A favorable referendum was held in the City on November 7, 2017, approving the issuance of general obligation bonds to defray the cost of acquisition, construction and equipping of safe and affordable housing for persons and families of low to moderate income. The question favorably voted upon was:

In order to assist with the acquisition, construction and equipping of safe and affordable 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?

Section 1.04. Ability to Meet Requirements of Certain State and Federal Requirements

Pursuant to Section 11-1-85, Code of Laws of South Carolina, 1976, as amended, the City shall file with a central repository for availability in the secondary bond market when requested (1) an annual independent audit within 30 days of the City's receipt of the audit and (2) event specific information within thirty days of an event adversely affecting more than five percent of revenue or its tax base.

If the Bonds are subject to Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule"), the City will enter into an agreement (the "Disclosure Dissemination Agent Agreement") with Digital

Assurance Certification, L.L.C., as Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Bondholders and in order to provide certain continuing disclosure with respect to obligations of the City in accordance with the Rule. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Disclosure Dissemination Agent Agreement shall not be considered an event of default hereunder; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Section. The Disclosure Dissemination Agent Agreement shall be executed by an Authorized Officer prior to the delivery of the Bonds. The execution of the Disclosure Dissemination Agent Agreement shall constitute conclusive evidence of the approval by the person executing the same of any and all modifications and amendments thereto.

## ARTICLE II

### DEFINITIONS AND CONSTRUCTION

#### Section 2.01. Definitions

As used in this Ordinance unless the context otherwise requires, the following terms shall have the following respective meanings:

“Authorized Investments” mean and include investments permitted by Sections 6-5-10 and 6-6-10, Code of Laws of South Carolina, 1976, as amended and any other investments permitted by State law.

“Authorized Officer” means the Mayor, the Chief Financial Officer, the Clerk of City Council and any other officer or employee of the City designated from time to time as an Authorized Officer by ordinance or resolution of Council, and when used with reference to any act or document also means any other person authorized by ordinance or resolution of Council to perform such act or sign such document.

“Bond” or “Bonds” means any of the Bonds of the City authorized by this Ordinance.

“Bondholder” or “Holder” or “Holders of Bonds” or “Owner” or similar term means, when used with respect to a Bond or Bonds, any person who shall be registered as the owner of any Bond Outstanding.

“Bond Payment Date” means with respect to the Bonds the dates on which interest on any of the Bonds shall be payable or on which both the Principal Installment and interest shall be payable on any of the Bonds.

“City Request” means a written request of the City signed by an Authorized Officer.

“Corporate Trust Office”, when used with respect to any Paying Agent or Registrar, means the office at which its principal corporate trust business shall be administered.

“DTC” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors and assigns.

“Enabling Act” means the Municipal Bond Act.

“Fiduciary” means the Paying Agent, the Registrar and their successors and assigns.

“Government Obligations” means and includes direct general obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America.

“Letter of Representations” means the Letter of Representations from the City and the Registrar and Paying Agent to DTC, with respect to the Bonds, which shall be deemed to be a part of this Ordinance and shall be the binding obligation of the City and the Registrar and Paying Agent.

“Nominee” means the nominee of the Securities Depository which shall be the Owner of the Bonds while held under a book-entry only system and any successor appointed by the Securities Depository. The initial Nominee shall be Cede & Co.

“Ordinance” means this Ordinance as the same may be amended or supplemented from time to time in accordance with the terms hereof.

“Outstanding”, when used in this Ordinance with respect to Bonds means as of any date, all Bonds theretofore authenticated and delivered pursuant to this Ordinance except:

- (i) any Bond cancelled or delivered to the Registrar for cancellation on or before such date;
- (ii) any Bond (or any portion thereof) deemed to have been paid in accordance with the provisions of Section 7.01 hereof and;
- (iii) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Section 3.11 of the Ordinance.

“Paying Agent” means the City or any bank, trust company or national banking association which is authorized, to pay the principal or redemption price of or interest on any Bonds and having the duties, responsibilities and rights provided for in this Ordinance, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The institution named as Paying Agent may also act as Registrar.

“Person” means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

“Principal Installment” means, as of any date of calculation, the principal amount of all Bonds due on a specified date.

“Record Date” means the 15<sup>th</sup> day of the month immediately preceding each Bond Payment Date.

“Registrar” means the City or any bank, trust company, or national banking association which is authorized to maintain an accurate list of those who from time to time shall be the Holders of the Bonds and shall effect the exchange and transfer of Bonds in accordance with the provisions of this Ordinance and having the duties, responsibilities, and rights provided for in this Ordinance and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The institution named as Registrar may also act as Paying Agent.

“Securities Depository” means the administrator of the book-entry only system for the Bonds, as further described in Section 3.04 hereof and any successor appointed as provided in Section 3.04(b)(iii) hereof. The initial Securities Depository shall be DTC.

## ARTICLE III

### ISSUANCE OF BONDS AND NOTES

#### Section 3.01. Ordering the Issuance of Bonds

Pursuant to the provisions of the Enabling Act, and for the purpose of obtaining funds to defray the cost of the Project and the cost of issuance of the Bonds, there shall be issued not exceeding \$6,000,000 of general obligation bonds of the City.

#### Section 3.02. Maturity Schedule of Bonds

The Bonds shall be dated as of the date of delivery, and shall mature on the dates and in the principal amounts as determined by the Mayor. The Bonds shall bear interest at rates determined in the manner prescribed by Section 3.15 hereof.

Pursuant to the provisions of Section 4.01 hereof, certain Bonds may be made subject to redemption at the option of the City.

#### Section 3.03. Provision for Payment of Interest on the Bonds

The Bonds shall be authenticated on such dates as they shall, in each case, be delivered. The Bonds shall bear interest from the date to which interest has been paid next preceding the authentication date thereof, unless the authentication date thereof is a Bond Payment Date in which case, from such authentication date, or from the Bond Payment Date to which interest has last been paid, or if dated prior to the first interest payment date, or if the City shall fail to pay interest on said date, then from the date of delivery of the Bonds. The interest to be paid on any Bond Payment Date shall be paid to the Person in whose name such Bond is registered at the close of business on the Record Date next preceding such Bond Payment Date.

#### Section 3.04. Medium of Payment; Form and Denomination of Bonds; Place of Payment of Principal

(a) The Bonds shall be payable as to Principal Installment and interest at the rates per annum determined in the manner prescribed by Section 3.15 hereof (on the basis of a 360 day year of twelve 30-day months) in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) The Bonds (i) shall be in the form of fully registered, book-entry bonds or as a single fully registered bond; (ii) shall be issued in such denominations as shall be determined by the Mayor; and (iii) shall be payable with respect to principal, interest, and premium, if any, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The City may provide for a book-entry system for such Bonds.

(c) The Bonds and the form of assignment thereon shall be substantially in the form thereof set forth in Exhibit A hereto with any omissions, insertions and variations which may be authorized or permitted by or consistent with this Ordinance. The Bonds shall be negotiable instruments and shall express the purpose for which they are authorized, executed and delivered and any other statements or legends which may be required by law.

#### Section 3.05. Agreement to Maintain Registrar and Paying Agent

As long as any of the Bonds remain Outstanding there shall be a Registrar and a Paying Agent where (i) the Bonds may be presented for registration of transfers and exchanges, (ii) notices and demands to or upon the City in respect of the Bonds may be served, and (iii) the Bonds may be presented for payment, exchange and transfer.

Section 3.06. Execution and Authentication

(a) The Bonds shall be executed in the name and on behalf of the City by the manual or facsimile signature of an Authorized Officer or Officers, with its corporate seal (or a facsimile thereof) impressed, imprinted or otherwise reproduced thereon, and attested by the manual or facsimile signature of its City Clerk or other Authorized Officer (other than the officer or officers executing such Bonds). Bonds bearing the manual or facsimile signature of any Person authorized to sign the Bonds at the time such Bonds were so executed shall bind the City notwithstanding the fact that his or her authorization may have ceased prior to the authentication and delivery of such Bonds.

(b) No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless there shall be endorsed on such Bond a certificate of authentication in the form set forth in the Ordinance, duly executed by the manual signature of the Registrar and such certificate of authentication upon any Bond executed on behalf of the City shall be conclusive evidence that the Bond so authenticated has been duly issued hereunder and that the Holder thereof is entitled to the benefit of the terms and provisions of the Ordinance.

Section 3.07. Exchange of Bonds

Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered Holder or his duly authorized attorney, may, at the option of the registered Holder thereof, be exchanged for an equal aggregate principal amount of Bonds in authorized denominations of the same interest rate, maturity and redemption provisions. So long as any of the Bonds remain Outstanding, the City shall make all necessary provisions to permit the exchange of Bonds at the Corporate Trust Office of the Registrar.

Section 3.08. Transferability and Registry

All Bonds shall be transferable, only in accordance with the provisions for registration and transfer contained in the Ordinance and in the Bonds. So long as any of the Bonds remain Outstanding, the City shall maintain and keep, at the office of the Registrar, books for the registration and transfer of Bonds, and, upon presentation thereof for such purpose at the Corporate Trust Office of the Registrar, the City shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it or the Registrar may prescribe, any Bond, except that under no circumstances shall any Bond be registered or transferred to bearer. So long as any of the Bonds remain Outstanding, the City shall make all necessary provisions to permit the transfer of Bonds at the Corporate Trust Office of the Registrar.

Section 3.09. Transfer of Bonds

Each Bond shall be transferable only upon the books of the City, which shall be kept for such purpose at the Corporate Trust Office of the Registrar which shall be maintained for such purpose by the Registrar, upon presentation and surrender thereof by the Holder of such Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney. Upon surrender for transfer of any such Bond, the City shall execute and the Registrar shall authenticate and deliver, in the name of the Person who is the transferee, one or more new Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond. All action taken by the Registrar pursuant to this Section shall be deemed to be the action of the City.

Section 3.10. Regulations with Respect to Exchanges and Transfers

All Bonds surrendered in any exchanges or transfers shall forthwith be cancelled by the Registrar. For each such exchange or transfer of Bonds, the City or the Registrar may make a charge sufficient to reimburse it or them for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the Holder requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The City shall not be obligated to (i) issue, exchange or transfer any Bond during the 15 days next preceding any Bond Payment

Date of the Bonds, (ii) issue, exchange or transfer any Bond during a period beginning at the opening of business 15 days next preceding any selection of Bonds to be redeemed and ending at the close of business on the date of the mailing of notice of such redemption, or (iii) transfer or exchange any Bonds called or being called for redemption in whole or in part.

Section 3.11. Mutilated, Destroyed, Lost and Stolen Bonds

(a) If any mutilated Bond is surrendered to the Registrar and the Registrar or the City receive evidence to their satisfaction of the destruction, loss or theft of any Bond, and there is delivered to the Registrar, or the City such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice that such Bond has been acquired by a bona fide purchaser, the City shall execute, and upon City Request, the Registrar shall authenticate and deliver, in exchange for any such mutilated Bond or in lieu of any such destroyed, lost or stolen Bond, a new Bond of like tenor and principal amount, bearing a number unlike that of a Bond contemporaneously Outstanding. The Registrar shall thereupon cancel any such mutilated Bond so surrendered. In case any such mutilated, destroyed, lost or stolen Bond has become or is to become due and payable within one year, the City in its discretion may, instead of issuing a new Bond, pay such Bond.

(b) Upon the issuance of any new Bond under this Section 3.11, the City may require the payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees or other fees, of the City or the Registrar connected therewith.

(c) Each new Bond issued pursuant to this Section in lieu of any destroyed, lost or stolen Bond, shall constitute an additional contractual obligation of the City, whether or not the destroyed, lost or stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with any and all other Bonds duly issued pursuant to the Ordinance. All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds or securities.

Section 3.12. Holder As Owner of Bond

The City, the Registrar and any Paying Agent may treat the Holder of any Bond as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the Principal Installment or redemption price and interest on such Bond and for all other purposes, and payment of the Principal Installment, redemption price and interest shall be made only to, or upon the order of, such Holder. All payments to such Holder shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor any Paying Agent shall be affected by any notice to the contrary.

Section 3.13. Cancellation of Bonds

The Registrar shall destroy all Bonds surrendered to it for cancellation and shall deliver a certificate to that effect to the City. No such Bonds shall be deemed Outstanding under the Ordinance and no Bonds shall be issued in lieu thereof.

Section 3.14. Payments Due on Saturdays, Sundays and Holidays

In any case where the Bond Payment Date or the date fixed for redemption of any Bonds shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest on or Principal Installment or redemption price of the Bonds need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 3.15. Conditions Relating to Naming of Interest Rates

The Bonds and the Notes, if any, shall bear such rate or rates of interest as shall at the sale of such Bonds and the Notes, if any, reflect the lowest total financing cost to the City calculated in the manner hereinafter prescribed in this Section 3.15 at a price of not less than par. Unless otherwise determined by the Mayor, the following conditions shall apply:

- (a) all Bonds of the same maturity shall bear the same rate of interest;
- (b) if the Bonds are publicly sold, no rate of interest named shall be more than 3% higher than the lowest rate of interest named;
- (c) if the Bonds are bank-placed, the Bonds shall bear a single rate of interest;
- (d) if the Bonds are publicly sold, each interest rate named shall be a multiple of 1/20<sup>th</sup> or 1/8<sup>th</sup> of 1%;
- (e) if the Bonds are bank-placed, the interest rate for the Bonds shall be a multiple of 1/100<sup>th</sup> of 1%; and
- (f) any premium offered must be paid in cash as a part of the purchase price.

For the purpose of determining the lowest total financing cost, the true interest cost on all Bonds from the dated date of the Bonds, which is the original issue date, until their respective maturities, less any sum named by way of premium, shall be determined on each bid and the smallest amount to be paid by the City, including any upfront fees and expenses to be paid by the City, shall reflect the lowest total financing cost.

Section 3.16. Tax Exemption in South Carolina

Both the Principal Installment and interest on the Bonds 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, transfer or certain franchise taxes. The Mayor shall determine, upon the advice of the City's bond counsel, whether the Bonds and Notes issued pursuant to this Ordinance shall be issued as taxable or tax-exempt obligations.

Section 3.17. Order of Tax Levy to Pay Principal and Interest of Bonds

For the payment of the Principal Installment and interest on the Bonds as the same respectively mature, the full faith, credit and taxing power of the City are hereby irrevocably pledged, and there shall be levied and collected annually a tax on all taxable property in the City, sufficient to pay the Principal Installment and interest on such Bonds as they respectively mature, and to create such sinking fund as may be necessary therefor.

Section 3.18. Notice to Finance Director to Levy Tax

The Finance Director of the City shall be notified of this issue of Bonds and directed to levy and collect, respectively, upon all taxable property in the City an annual tax sufficient to meet the payment of the Principal Installment and interest on the Bonds, as the same respectively mature.

Section 3.19. Form of Bonds

The form of the Bonds, and registration provisions to be endorsed thereon shall be substantially as set forth in Exhibit A attached here to and made a part of this Ordinance.

Section 3.20. Approval of Official Statement

The Council hereby authorizes the Mayor to determine whether to distribute a Preliminary Official Statement of the City in connection with the sale of the Bonds and/or the Notes and, if so, hereby authorizes the Mayor to deem it final within the meaning of the Rule. The Preliminary Official Statement may be distributed in electronic as well as printed format. The Council further authorizes the Mayor to determine whether to distribute and deliver the final Official Statement in print and electronic format in connection with the reoffering and sale of the Bonds and/or the Notes by the successful bidder, respectively.

Section 3.21. Authorization for Further Action

The Mayor and the Chief Financial Officer are fully authorized and empowered to take any further action and to execute and deliver any closing documents, including, an escrow deposit agreement, as may be necessary and proper to effect the delivery of the Bonds and/or the Notes in accordance with the terms and conditions hereinabove set forth, their execution to be conclusive evidence of such approval. The Mayor and Chief Financial Officer are further authorized to amend certain of the provisions contained in this Article III (excepting Sections 3.17 and 3.18) upon such terms as the Purchaser shall approve upon receipt of a City request to do so.

Section 3.22. Approval of Issuance of Notes.

The Council hereby consents to the issuance of the Notes in one or more series from time to time, in anticipation of the issuance of the Bonds, or to retire or refund any Notes, provided that no Note shall be expressed to mature more than one year after its date of issue. So much of the principal proceeds of the Bonds when issued shall and are hereby directed to be applied, to the extent necessary, to the payment of the Notes, both principal and interest; and, further the City covenants and irrevocably pledges to effect the issuance of the Bonds, or in the alternative, to retire, refund or renew outstanding Notes, in order that the proceeds thereof will be sufficient to provide for the retirement of any Notes issued pursuant hereto. The proceeds derived from the sale of the Notes shall be expended and made use of by the City to provide the funds to pay costs of the Project, to pay costs of issuance associated with the Notes or to retire or refund any Notes. Any Note shall be issued in form and on the terms approved by the Mayor; provided, however, that the principal amount of Notes outstanding at any one time shall not exceed the principal amount authorized for the issuance of the Bonds herein.

ARTICLE IV

REDEMPTION OR PURCHASE OF BONDS

Section 4.01. Authorization of Redemption

The Bonds shall be subject to redemption on such terms and conditions as shall be determined by the Mayor.

Section 4.02. City's Election to Redeem

In the event that the City shall, in accordance with the provisions of Section 4.01, elect to redeem Bonds, it shall give notice by City Request to the Registrar and Paying Agent, of each optional redemption. Each City Request shall specify the date fixed for redemption and the Bonds which are to be redeemed. Such notice shall be given at least 60 days prior to the date fixed for redemption or such lesser number of days as shall be acceptable to the Registrar.

Section 4.03. Notice of Redemption

(a) When any Bonds are to be redeemed, the Registrar shall give notice of the redemption of the Bonds in the name of the City specifying (i) the Bonds and maturities to be redeemed; (ii) the redemption date; (iii) the redemption price; (iv) the numbers and other distinguishing marks of the Bonds to be redeemed

unless all of the Bonds Outstanding are to be redeemed; (v) the place or places where amounts due upon such redemption will be payable; and (vi) in the case of Bonds to be redeemed in part only, the respective portions of the principal thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the redemption price thereof, together with interest accrued to the redemption date, and that, from and after such date, interest thereon shall cease to accrue. The Registrar shall mail by registered mail a copy of such notice, postage prepaid, not less than 30 days before the redemption date to the registered Holders of all Bonds or portions of Bonds which are to be redeemed at their addresses which appear upon the registration books, but failure to so mail any such notice to any of such Holders shall not affect the validity of the proceedings for the redemption of Bonds held by Holders to whom written notice has been mailed. The obligation of the Registrar to give the notice required by this Section 4.03 shall not be conditioned upon the prior payment to the Paying Agent of money or the delivery to the Paying Agent of Authorized Investments sufficient to pay the redemption price of the Bonds to which such notice relates or the interest thereon to the redemption date. Interest on the Bonds to be redeemed shall cease to accrue from and after the redemption date specified in such notice, unless the City defaults in making due provision for the payment of the redemption price thereof.

(b) Notice of redemption having been given as provided in subsection (a) hereof, the Bonds or portions thereof so to be redeemed shall, on the date fixed for redemption, become due and payable at the redemption price specified therein plus accrued interest to the redemption date, and upon presentation and surrender thereof at the place specified in such notice, such Bonds or portions thereof shall be paid at the redemption price, plus accrued interest to the redemption date. On and after the redemption date (unless the City shall default in the payment of the redemption price and accrued interest), such Bonds shall cease to bear interest, and such Bonds shall no longer be considered as Outstanding hereunder. If money sufficient to pay the redemption price and accrued interest has not been made available by the City to the Paying Agent on the redemption date, such Bonds shall continue to bear interest until paid at the same rate as they would have borne, had they not been called for redemption, until the same have been paid.

#### Section 4.04. Selection by Registrar of Bonds to be Redeemed

(a) If less than all of the Bonds of like maturity are to be redeemed, the particular Bonds or portions of Bonds to be redeemed shall be selected, not less than 45 days prior to the date fixed for redemption, by the Registrar by lot or in such other manner as the Registrar in its discretion may deem fair and appropriate.

(b) In making such selection, the Registrar shall treat each Bond to be redeemed as representing that number of Bonds of the lowest authorized denomination as is obtained by dividing the principal amount of such Bond by such denomination. If any Bond is to be redeemed in part, the portion to be so redeemed shall be in a principal amount of an authorized denomination.

(c) The Registrar shall promptly notify the City in writing of the Bonds so selected for redemption.

#### Section 4.05. Deposit of Redemption Price

On or before any date fixed for redemption of any Bonds, cash and/or a principal amount of non-callable Government Obligations maturing or redeemable at the option of the Holder thereof not later than the date fixed for redemption which, together with income to be earned on such Government Obligations prior to such date fixed for redemption, will be sufficient to provide cash to pay the redemption price of and accrued interest on all Bonds or portions thereof which are to be redeemed on such date, shall be deposited with the Paying Agent unless such amount shall have been previously deposited with the Paying Agent.

#### Section 4.06. Partial Redemption of Bonds

In the event part but not all of a Bond Outstanding shall be selected for redemption, upon presentation and surrender of such Bond by the Holder thereof or his attorney duly authorized in writing (with, if the City or the Paying Agent so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the City and the Registrar duly executed by, the Holder thereof or his attorney duly

authorized in writing) to the Registrar, the City shall execute and the Registrar shall authenticate and deliver to or upon the order of such Holder, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds of any authorized denomination of like tenor. Bonds so presented and surrendered shall be cancelled in accordance with Section 3.13 hereof.

Section 4.07. Purchases of Bonds Outstanding

Purchases of Bonds Outstanding may be made by the City at any time with money available to it from any source. Upon any such purchase the City shall deliver such Bonds to the Registrar for cancellation.

ARTICLE V

SALE OF BONDS

Section 5.01. Determination of time to Receive Bids - Form of Notice of Sale

The Bonds shall be sold at public or private sale, as required by the Enabling Act and State law and as determined by the Mayor, at a price of not less than par plus accrued interest, if any, to the date of delivery. Bids shall be received on a date and time to be selected by the Mayor. The Bonds shall be advertised for sale as required by the Enabling Act and State law, which notice shall appear at least once not less than seven days before the date set for sale.

Section 5.02. Award of Bonds

Upon the receipt of bids for the Bonds, the Mayor shall award the Bonds to the bidder offering the lowest total financing cost. If more than one bidder shall name the lowest rate of interest, then the Bonds shall be awarded to that one of such bidders as shall offer the greatest premium; PROVIDED, that if it shall happen that tie bids are received, the Bonds shall be awarded jointly or in such other fashion as those submitting such tie bids shall determine. The right is reserved to reject all proposals.

The Mayor is authorized to receive proposals from financial institutions to serve as Registrar and Paying Agent and to name the institution to serve as such for the Bonds.

Section 5.03. Authorization of Officers of the City

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.

ARTICLE VI

DISPOSITION OF PROCEEDS OF SALE OF BONDS

Section 6.01. Disposition of Bond Proceeds including Temporary Investments

The proceeds derived from the sale of the Bonds issued pursuant to this Ordinance shall be deposited in a Bond Account Fund for the City, and shall be expended and made use of as follows:

(a) any premium shall be applied to the payment of the first installment of principal of such Bonds or in such fashion as State law permits;

(b) Pending the use of Bond proceeds for the purposes authorized hereby, it shall be lawful for Council to cause such proceeds to be invested in Authorized Investments. Income earned from investments shall, in the discretion of Council, (1) be used to meet the debt service of the Bonds, or (2) be retained by the

City and used to defray the cost of the Project; provided, however, if federal law requires a rebate of certain earnings such rebate shall be made; and

(c) If any balance remains, it shall be used to pay the costs of issuance or held in a special fund and used to effect the retirement of the Bonds authorized by this Ordinance or applied to additional capital improvements of the City as shall be approved by Council; provided, however, that neither the purchaser nor any Holder of the Bonds shall be liable for the proper application of the proceeds thereof.

Provided, that neither the purchaser nor any Holder of the Bonds shall be liable for the proper application of the proceeds thereof.

## ARTICLE VII

### DEFEASANCE OF BONDS

#### Section 7.01. Discharge of Ordinance - Where and How Bonds are Deemed to have been Paid and Defeased

If all of the Bonds issued pursuant to this Ordinance, and all interest thereon shall have been paid and discharged, then the obligations of the City under this Ordinance and all other rights granted hereby shall cease and determine. The Bonds shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances, viz.:

(1) The Paying Agent shall hold, at the stated maturities of the Bonds, in trust and irrevocably appropriated thereto, sufficient moneys for the payment of the Principal Installment or redemption price and interest thereof; or

(2) If default in the payment of the principal of the Bonds or the interest thereon shall have occurred on any Bond Payment Date, and thereafter tender of such payment shall have been made, and at such time as the Paying Agent shall hold in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(3) If the City shall elect to provide for the payment of the Bonds prior to their stated maturities and shall have deposited with the Paying Agent, in an irrevocable trust moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient to pay when due the Principal Installment or redemption price and interest, due and to become due on the Bonds on and prior to their maturity dates or redemption dates, as the case may be. In the event that the City shall elect to redeem Bonds prior to their stated maturities, the City shall proceed in the manner prescribed by Article IV hereof.

Neither the Government Obligations nor moneys deposited with the Paying Agent pursuant to this Section nor the principal or interest payments thereon shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Principal Installment of or redemption price and interest on the Bonds; provided that any cash received from such principal or interest payments on Government Obligations deposited with the Paying Agent, if not then needed for such purpose, shall to the extent practicable, be invested and reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the Principal Installment or redemption price and interest, to become due on the Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments not required for the payment of the Principal Installment or redemption price and interest, may be paid over to the City, as received by the Paying Agent, free and clear of any trust, lien or pledge.

## ARTICLE VIII

### CONCERNING THE FIDUCIARIES

#### Section 8.01. Fiduciary; Appointment and Acceptance of Duties

The financial institution chosen to act initially as Paying Agent and Registrar hereunder, shall accept the duties and trusts imposed upon it by the Ordinance and shall agree in writing to perform such trusts but only upon the terms and conditions set forth in this Article VIII. Similarly, each financial institution appointed as a successor Registrar or as a successor Paying Agent shall signify its acceptance of the duties and trusts imposed by the Ordinance by a written acceptance.

#### Section 8.02. Responsibilities of Fiduciaries

The recitals of fact herein and in the Bonds contained shall be taken as the statements of the City and no Fiduciary assumes any responsibility for the correctness of the same except in respect of the authentication certificate of the Registrar endorsed on the Bonds. No Fiduciary makes any representations as to the validity or sufficiency of the Ordinance or of any Bonds or as to the security afforded by the Ordinance, and no Fiduciary shall incur any liability in respect thereof. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof or to advance any of its own moneys, unless indemnified to its reasonable satisfaction. No Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

#### Section 8.03. Evidence on Which Fiduciaries May Act

(a) Each Fiduciary, upon receipt of any notice, ordinance, request, consent order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of the Ordinance, shall examine such instrument to determine whether it conforms to the requirements of the Ordinance and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be of counsel to the City, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under the Ordinance in good faith and in accordance therewith.

(b) Whenever any Fiduciary shall deem it necessary or desirable that a matter to be proved or established prior to taking or suffering any action under the Ordinance, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively approved and established by a certificate of an Authorized Officer, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of the Ordinance upon the faith thereof; but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may deem reasonable.

(c) Except as otherwise expressly provided in the Ordinance any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the City to any Fiduciary shall be sufficiently executed if executed in the name of the City by an Authorized Officer.

#### Section 8.04. Compensation

The City shall pay to each Fiduciary from time to time reasonable compensation based on the then standard fee schedule of the Fiduciary for all services rendered under the Ordinance, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under the Ordinance. Subject to the provisions of Section 7.02 hereof, the City further agrees to indemnify and save each Fiduciary harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to its negligence or willful misconduct; provided, however, that any specific agreement

between the City and a Fiduciary with respect to the compensation of such Fiduciary shall control the compensation to be paid to such Fiduciary.

Section 8.05. Certain Permitted Acts

Any Fiduciary may become the owner or underwriter of any Bonds, notices or other obligations of the City or conduct any banking activities with respect to the City, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depository for, and permit any of its officers or directors to effect or aid in any reorganization growing out of the enforcement of the Bonds or the Ordinance.

Section 8.06. Resignation of Any Fiduciary

Any Fiduciary may at any time resign and be discharged of the duties and obligations created by the Ordinance by giving not less than 60 days' written notice to the City and not less than 30 days' written notice to the Holders of the Bonds as established by the books of registration prior to the next succeeding Bond Payment Date and such resignation shall take effect upon the date specified in such notice unless previously a successor shall have been appointed by the City pursuant to Section 7.08 hereof in which event such resignation shall take effect immediately on the appointment of such successor. In no event, however, shall such a resignation take effect until a successor has been appointed.

Section 8.07. Removal of Fiduciary

Any Fiduciary may be removed at any time by an instrument or concurrent instruments in writing, filed with the City and such Fiduciary, and signed by the Bondholders representing a majority in principal amount of the Bonds then Outstanding or their attorneys in fact duly authorized, excluding any Bonds held by or for the account of the City.

Section 8.08. Appointment of Successor Fiduciaries

In case any Fiduciary hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the City. Every such Fiduciary appointed pursuant to the provisions of this Section shall be a trust company or bank organized under the laws of the United States of America or any state thereof and which is in good standing, within or outside the State of South Carolina, having a stockholders' equity of not less than \$25,000,000 if there be such an institution willing, qualified and able to accept the trust upon reasonable and customary terms.

If in a proper case no appointment of a successor Fiduciary shall be made by the City pursuant to the foregoing provisions of this Section within 45 days after any Fiduciary shall have given to the City written notice as provided in Section 8.06 hereof or after a vacancy in the office of such Fiduciary shall have occurred by reason of its removal or inability to act, the former Fiduciary or any Bondholder may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor.

Section 8.09. Transfer of Rights and Property to Successor

Any successor Fiduciary appointed under the Ordinance shall execute, acknowledge and deliver to its predecessor, and also to the City, an instrument accepting such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Fiduciary, with like effect as if originally named in such capacity; but the Fiduciary ceasing to act shall nevertheless, on the written request of the City, or of the successor, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the right, title and interest of the predecessor Fiduciary in and to any property held by it under the Ordinance, and shall pay over, assign and deliver to the successor Fiduciary any money or other property

subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the City be required by such successor Fiduciary for more fully and certainly vesting in and confirming to such successor any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the City. Any such successor Fiduciary shall promptly notify the Paying Agent and Depositories, if any, of its appointment as Fiduciary.

Section 8.10. Merger or Consolidation

Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it may be party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, and shall be authorized by law to perform all the duties imposed upon it by the Ordinance, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act.

Section 8.11. Adoption of Authentication

In case any of the Bonds contemplated to be issued under the Ordinance shall have been authenticated but not delivered, any successor Registrar may adopt the certificate of authentication of any predecessor Registrar so authenticating such Bonds and deliver such Bonds so authenticated. In case any such Bonds shall not have been authenticated, any successor Registrar may authenticate such Bonds in the name of the predecessor Registrar or in the name of the successor Registrar, and in all such cases such certificate shall be of full force and effect.

Section 7.12. Authorization for Further Action

The Mayor and Chief Financial Officer are authorized to amend certain of the provisions contained in this Article VII upon such terms as the Purchaser shall approve upon receipt of a City request to do so.

ARTICLE IX

FEDERAL TAX CONSIDERATIONS

Section 9.01. Compliance with the Internal Revenue Code of 1986

If the Bonds are issued as tax-exempt bonds, the City will comply with all requirements of the Internal Revenue Code of 1986 (the "Code") in order to preserve the tax-exempt status of the Bonds, including without limitation, (i) the requirement to file the information report 8038-G with the Internal Revenue Service and (ii) the requirement to rebate certain arbitrage earnings to the United States Government pursuant to Section 148(f) of the Code. In this connection, the City covenants to execute any and all agreements, certificates and other documentation as it may be advised by bond counsel will enable it to comply with this Section, and such agreements, certificates and other documentation may be executed by an Authorized Officer.

If the Bonds are issued as tax-exempt bonds, the City hereby represents and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Holder thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the original issue date of the Bonds.

ARTICLE X

MISCELLANEOUS

Section 10.01. Failure to Present Bonds

Anything in this Ordinance to the contrary notwithstanding, any money held by the Paying Agent in trust for the payment and discharge of any of the Bonds, or the interest thereon, which remains unclaimed for such period of time, after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, that the Holder thereof shall no longer be able to enforce the payment thereof, the Paying Agent shall at the written request of the City pay such money to the City as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the City for the payment of such Bonds; provided, however, the Paying Agent shall forward to the City all moneys which remain unclaimed during a period five years from a Bond Payment Date, provided, however, that before being required to make any such payment to the City, the Paying Agent, at the expense of the City, may conduct such investigations as may in the opinion of the Paying Agent be necessary to locate the Holders of those who would take if the Holder shall have died.

Section 10.02. Severability of Invalid Provisions

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

Section 10.03. Successors

Whenever in this Ordinance the City is named or referred to, it shall be deemed to include any entity, which may succeed to the principal functions and powers of the City, and all the covenants and agreements contained in this Ordinance or by or on behalf of the City shall bind and inure to the benefit of said successor whether so expressed or not.

Section 10.04. Ordinance to Constitute Contract

In consideration of the purchase and acceptance of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Ordinance shall be deemed to be and shall constitute a contract between the City and the Holder from time to time of the Bonds, and such provisions are covenants and agreements with such Holders which the City hereby determined to be necessary and desirable for the security and payment thereof. The pledge hereof and the provisions, covenants, and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection, and security of the Holders of any and all of the Bonds, all of which shall be of equal rank without preference, priority or distinction of any Bonds over any other Bonds.

Section 10.05. Effective Date

This Ordinance shall take effect immediately upon second reading of City Council and shall supersede any prior inconsistent ordinances or resolutions.

Section 10.06. Filing of Copies of Ordinance

Copies of this Ordinance shall be filed in the office of Council, the offices of the Clerk of Court for Charleston County and Berkeley County (as a part of the Transcript of Proceedings) and at the offices of the Paying Agent and Registrar.

DONE IN MEETING DULY ASSEMBLED, this 12<sup>th</sup> day of May, 2020.

CITY OF CHARLESTON, SOUTH CAROLINA

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

First Reading: April 28, 2020  
Second Reading: May 12, 2020

(FORM OF BOND)

No. \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
CITY OF CHARLESTON  
GENERAL OBLIGATION BONDS OF 2020

INTEREST RATE	MATURITY DATE	ORIGINAL ISSUE DATE	CUSIP
	_____ 1, _____	_____, 2020	

REGISTERED HOLDER:

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

THE CITY OF CHARLESTON, SOUTH CAROLINA (the "City") acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Holder (named above) or registered assigns, the Principal Amount set forth above on the Maturity Date stated above upon presentation and surrender of this Bond at the Corporate Trust Office of \_\_\_\_\_, in the City of \_\_\_\_\_, State of \_\_\_\_\_ (the "Paying Agent"), and to pay interest on such principal Amount at the Interest Rate stated above (calculated on the basis of a 360-day year of twelve 30-day months), until the obligation of the City with respect to the payment of such Principal Amount shall be discharged.

This Bond bears interest from the \_\_\_\_\_ 1 or the \_\_\_\_\_ 1 (the "Bond Payment Dates") to which interest has been paid next preceding the authentication date hereof, unless the authentication date hereof is a Bond Payment Date, in which event this Bond will bear interest from the earlier of such authentication date or the date to which interest has last been paid; provided that if the authentication date hereof precedes \_\_\_\_\_ 1, 202\_, or if the City shall fail to pay interest on \_\_\_\_\_ 1, 202\_, then this Bond will bear interest from the dated date of the Bonds. Interest on this Bond is payable on the Bond Payment Dates of each year beginning \_\_\_\_\_ 1, 202\_. The interest so payable on any Bond Payment Date shall be payable to the person in whose name this Bond is registered at the close of business on the 15th day of the month next preceding such Bond Payment Date.

[This Bond has been issued and is held under a book-entry only system administered by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York (together with its successors and assigns, the "Securities Depository").

The Registrar and Paying Agent and the City may treat the Securities Depository (or the Nominee) as the sole and exclusive owner of the Bonds registered in the name of the Nominee for the purposes of (i) paying the principal or redemption price of, or interest on, the Bonds, (ii) selecting the Bonds or portions thereof to be redeemed, (iii) giving any notice permitted or required to be given to Owners of Bonds under the Trust Agreement, (iv) registering the transfer of Bonds, (v) obtaining any consent or other action to be taken by the Owners of the Bonds and for all other purposes whatsoever; and neither the Registrar and Paying Agent nor the City will be affected by any notice to the contrary. Neither the Registrar and Paying Agent nor the City will have any responsibility or obligation to any broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as securities depository (collectively, the "Participants" and each, a "Participant"), any person in whose name a Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee (collectively, the "Beneficial Owners" and each, a "Beneficial Owner"), or any other person claiming a beneficial ownership interest in the Bonds under or through the Securities Depository or any Participant, or any other person which is not shown on the books for the registration and transfer of Bonds kept by the Registrar and Paying Agent as registrar (the

“Register”) as being an Owner of Bonds, with respect to (vi) the accuracy of any records maintained by the Securities Depository or any Participant, (vii) the payment to the Securities Depository or any Participant or any Beneficial Owner of any amount in respect of the principal of, or interest on, the Bonds, (viii) any notice which is permitted or required to be given to Owners of Bonds under the Ordinance; (ix) the selection by the Securities Depository or any Participant or any other person to receive payment in the event of a partial redemption of the Bonds; or (x) any consent given or other action taken by the Securities Depository as such Owner. The Registrar and Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to the Securities Depository (or the Nominee), and all such payments shall be valid and effectual with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Except as provided in immediately succeeding paragraph, no person other than the Securities Depository shall receive an authenticated bond. Upon delivery by the Securities Depository to the Registrar and Paying Agent of written notice to the effect that the Securities Depository has determined to substitute a new Nominee in place of Cede & Co., the Bonds shall be transferable to such new Nominee in accordance with the provisions of the Ordinance adopted by the City Council of the City (the “Ordinance”).

In the event the City determines that it is in the best interests of the City not to continue the book-entry only system of transfer with respect to the Bonds, or that the interests of the Beneficial Owners might be adversely affected in the book-entry only system of transfer is continued with respect to the Bonds, then the City may notify the Securities Depository and the Registrar and Paying Agent, whereupon the Securities Depository will notify the Participants of the availability through the Securities Depository of bonds. In such event, the Registrar and Paying Agent shall issue, transfer and exchange bonds as requested by the Securities Depository and any Participant or Beneficial Owner in appropriate amounts in accordance with the Ordinance. The Securities Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Registrar and Paying Agent and discharging its responsibilities with respect thereto under applicable law or the City may determine that the Securities Depository is incapable of discharging its duties as such and may so advise the Securities Depository. In either such event, the City shall either (i) establish its own book-entry system, (ii) locate another Securities Depository, or (iii) deliver bonds as provided herein and as requested by any Participant or Beneficial Owner.

Notwithstanding anything in the Ordinance to the contrary, if and to the extent any Bond is registered in the name of “Cede & Co.” as nominee of DTC: (i) the Registrar and Paying Agent will give DTC all special notices required by the Letter of Representations from the City and the Registrar and Paying Agent to DTC with respect to the Bonds (the “Letter of Representations”) at the times, in the forms and by the means required by the Letter of Representations; (ii) the Registrar and Paying Agent will make payments to Cede & Co. at the times and by the means specified in the Letter of Representations; (iii) Cede & Co. will not be required to surrender Bonds which have been partially paid or prepaid to the extent permitted by the Letter of Representations; and (iv) the Registrar and Paying Agent will set a special record date (and shall notify the registered owners of the Bonds thereof in writing) prior to soliciting any Holder consent or vote, such notice to be not less than 15 calendar days prior to such record date (any Bond transferred by a registered owner subsequent to the establishment of the special record date and prior to obtaining such consent or vote shall have attached to it a copy of the notice of Holders by the Registrar and Paying Agent).

The City and the Registrar and Paying Agent will recognize DTC or its nominee as the Holder for all purposes hereunder, including notices and voting.

Whenever, during the term of the Bonds, beneficial ownership thereof is determined by a book entry at DTC, the requirements in the Ordinance of holding, delivering or transferring Bonds shall be deemed modified to require the appropriate person to meet the requirements of DTC as to registering or transferring the book entry to produce the same effect.]

Interest hereon shall be payable by check or draft mailed at the times provided herein from the office of the Paying Agent to the person in whose name this Bond is registered at the address shown on the registration books. The principal of, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of an issue of Bonds in the aggregate principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) of like tenor, except as to number, rate of interest, date of maturity and redemption provisions, issued pursuant to and in accordance with the Constitution and Statutes of the State of South Carolina, including particularly the provisions of the Act, codified as Sections 5-21-210 to 5-21-500, inclusive, Code of Laws of South Carolina, 1976, as amended, and an Ordinance duly adopted by the City Council of the City (the "Ordinance").

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinance. Certified copies of the Ordinance are on file in the office of the Registrar, in the office of the Paying Agent and in the office of the Clerk of Court of Charleston County, South Carolina.

For the prompt payment hereof, both principal and interest, as the same shall become due, the full faith, credit and taxing power of the City are irrevocably pledged.

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

[The Bonds are issuable only as fully registered Bonds in book-entry form.]

For every exchange or transfer of the Bonds, the City, the Paying Agent, or the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

[The Bonds maturing subsequent to \_\_\_\_\_ 1, 202\_, shall be subject to redemption, at the option of the City, on and after \_\_\_\_\_ 1, 202\_, in whole or in part at any time, at par plus accrued interest to the date fixed for redemption.]

If less than all of the Bonds of like maturity are to be redeemed, the particular Bonds or portions of Bonds to be redeemed shall be selected not less than 45 days prior to the date fixed for redemption by the Registrar by lot. Bonds in a denomination of more than \$5,000 may be redeemed in part from time to time in one or more units of \$5,000 in the manner provided in the Ordinance.

In the event that any Bonds are to be called for redemption as aforesaid, the Paying Agent shall give notice of the redemption of the Bonds in the name of the City specifying (i) the principal amount and the maturities of the Bonds to be redeemed; (ii) the redemption date; (iii) the redemption price; (iv) the numbers and other distinguishing marks of the Bonds to be redeemed unless all of the Outstanding Bonds are to be redeemed; (v) the place or places where amounts due upon such redemption will be payable; and (vi) in the case of Bonds to be redeemed in part only, the respective portions of the principal thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the redemption price thereof, together with interest accrued to the redemption date, and that, from and after such date, interest thereon shall cease to accrue.

The Paying Agent shall mail a copy of such notice, postage prepaid, not less than 30 days before the redemption date to the registered holders of any Bonds or portions of Bonds which are to be redeemed at their last addresses appearing upon the registration books, but failure to so mail any such notice to any one of such registered holders shall not affect the redemption of those registered Bonds to whose registered holders such notice was mailed.

On the specified redemption date (unless the City shall default in the payment of the redemption price and accrued interest), all Bonds so called for redemption shall cease to bear interest, shall no longer be secured by the Ordinance and shall no longer be considered as Outstanding.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Statutes of the State of South Carolina to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by such Constitution or Statutes, and that provision has been made for the allocation, on an annual basis, of sufficient tax revenues to provide for the punctual payment of the principal of and interest on this Bond and the issue of Bonds of which this Bond is one.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

IN WITNESS WHEREOF, the City of Charleston, South Carolina has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto reproduced and attested to by its Clerk.

(SEAL)

CITY OF CHARLESTON, SOUTH CAROLINA

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

Attest:

\_\_\_\_\_  
Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within mentioned Ordinance.

\_\_\_\_\_,  
REGISTRAR

By: \_\_\_\_\_  
Authorized Signatory

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

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_

(please print or type name and address of Transferee and Social Security or other identifying number of Transferee)

the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

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

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 April 28, 2020 and May 12, 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 May, 2020.

(SEAL)

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

AN ORDINANCE

TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING \$11,800,000 GENERAL OBLIGATION REFUNDING BONDS OF 2020 OF THE CITY OF CHARLESTON, SOUTH CAROLINA, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS OF THE BONDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF CITY OF CHARLESTON, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

As an incident to the adoption of this Ordinance, and the issuance of the bonds provided for hereby, the City Council of City of Charleston, South Carolina (“Council”), the governing body of the City of Charleston, South Carolina (the “City”), finds that the facts set forth in this Article exist, and the statements made with respect thereto are true and correct.

Section 1.01. Objectives of Borrowing

Council is authorized by the provisions of Sections 11-15-410 to 11-15-600, Code of Laws of South Carolina, 1976, as amended (the “Enabling Act” or the “Refunding Act”) to issue general obligation debt for the purpose of refunding outstanding general obligation bonds. Council has determined that interest rates have declined since certain of the City’s outstanding general obligation bonds were issued. Council has therefore determined that efforts should be made to refinance the following outstanding bonds in order to achieve a savings in debt service payments.

Specifically, the City issued \$17,100,000 General Obligation Bonds of 2010B, dated September 9, 2010 (the “2010B Bonds”). There remains outstanding of the 2010B Bonds the principal amount of \$13,250,000 which matures on September 1 in the following principal amounts and in the following years and at the interest rates shown below:

<u>Year</u>	<u>Principal</u>	<u>Interest Rate</u>
2020	\$1,750,000	3.55%
2021	2,000,000	3.65
2022	2,000,000	3.65
2023	2,250,000	3.65
2024	2,500,000	4.00
2025	2,750,000	4.00

A savings in the debt service payments of the 2010B Bonds may be achieved by the issuance of refunding general obligation bonds, the proceeds of which may be applied to calling for redemption all or a portion of the 2010B Bonds which are stated to mature in the years 2021 through 2025, inclusive, at the earliest practicable date at a redemption price of par. The maturities of the 2010B Bonds described in this paragraph are hereinafter referred to as the “Refunded Bonds.”

It is specifically recognized that changing market conditions may affect the timing of the sale and the date of redemption as well as the savings expected to be achieved by the refunding described above. The Chief Financial Officer is authorized to approve the refunding of fewer of the Refunded Bonds described above as well as the date the redemption is to be effective.

Section 1.02. Decision to Issue Bonds

On the basis of the foregoing, Council has determined to issue General Obligation Bonds in the principal amount of not exceeding \$11,800,000, the proceeds of which shall be used to refund all or a portion of the Refunded Bonds (the “Bonds”).

Section 1.03. Recital of Applicable Constitutional Provisions

The 2010B Bonds are chargeable to the 8% debt limit of the City. Council is advised that the funding or refunding of a debt previously created and existed is not an increase of indebtedness but is merely a continuation thereof. McQuillan on Municipal Corporations Section 41.36. Council is further advised that the Supreme Court of South Carolina in Williams v. City of Rock Hill cited with approval from 44 Corpus Juris 1132 as follows: “Bonds which are issued to fund a valid indebtedness do not create any new debt or increase the debt of the municipality within

the meaning of the limitations of the amount of municipal indebtedness generally.” Therefore, the Bonds authorized herein may be issued without any additional effect upon the constitutional debt limitation applicable to the City because the Bonds are being issued to fund a valid indebtedness of the City.

Section 1.04. Ability to Meet Requirements of Certain State and Federal Requirements

The City will take such action as is necessary to preserve the exclusion from gross income for federal income tax purposes of interest earned on the Bonds.

Pursuant to Section 11-1-85, Code of Laws of South Carolina, 1976, as amended, the City shall file with a central repository for availability in the secondary bond market when requested (1) an annual independent audit within 30 days of the City’s receipt of the audit and (2) event specific information within thirty days of an event adversely affecting more than five percent of revenue or its tax base.

If the Bonds are subject to Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”), the City will enter into an agreement (the “Disclosure Dissemination Agent Agreement”) with Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Bondholders and in order to provide certain continuing disclosure with respect to obligations of the City in accordance with the Rule. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Disclosure Dissemination Agent Agreement shall not be considered an event of default hereunder; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Section. The Disclosure Dissemination Agent Agreement shall be executed by an Authorized Officer prior to the delivery of the Bonds. The execution of the Disclosure Dissemination Agent Agreement shall constitute conclusive evidence of the approval by the person executing the same of any and all modifications and amendments thereto.

ARTICLE II

DEFINITIONS AND CONSTRUCTION

Section 2.01. Definitions

As used in this Ordinance unless the context otherwise requires, the following terms shall have the following respective meanings:

“Authorized Investments” mean and include investments permitted by Sections 6-5-10 and 6-6-10, Code of Laws of South Carolina, 1976, as amended.

“Authorized Officer” means the Mayor, the Chief Financial Officer, the Clerk of City Council and any other officer or employee of the City designated from time to time as an Authorized Officer by ordinance or resolution of Council, and when used with reference to any act or document also means any other person authorized by ordinance or resolution of Council to perform such act or sign such document.

“Bond” or “Bonds” means any of the Bonds of the City authorized by this Ordinance.

“Bondholder” or “Holder” or “Holders of Bonds” or “Owner” or similar term means, when used with respect to a Bond or Bonds, any person who shall be registered as the owner of any Bond Outstanding.

“Bond Payment Date” means the dates on which interest shall be payable or on which both the Principal Installment and interest shall be payable on any of the Bonds as provided for at Section 3.02 herein.

“City Request” means a written request of the City signed by an Authorized Officer.

“Corporate Trust Office”, when used with respect to any Paying Agent or Registrar, means the office at which its principal corporate trust business shall be administered.

“DTC” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors and assigns.

“Fiduciary” means the Paying Agent, the Registrar and their successors and assigns.

“Government Obligations” means and includes direct general obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America.

“Letter of Representations” means the Letter of Representations from the City and the Registrar and Paying Agent to DTC, with respect to the Bonds, which shall be deemed to be a part of this Ordinance and shall be the binding obligation of the City and the Registrar and Paying Agent.

“Nominee” means the nominee of the Securities Depository which shall be the Owner of the Bonds while held under a book-entry only system and any successor appointed by the Securities Depository. The initial Nominee shall be Cede & Co.

“Ordinance” means this Ordinance as the same may be amended or supplemented from time to time in accordance with the terms hereof.

“Outstanding”, when used in this Ordinance with respect to Bonds means as of any date, all Bonds theretofore authenticated and delivered pursuant to this Ordinance except:

- (i) any Bond cancelled or delivered to the Registrar for cancellation on or before such date;
- (ii) any Bond (or any portion thereof) deemed to have been paid in accordance with the provisions of Section 6.01 hereof and;
- (iii) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Section 3.11 of the Ordinance.

“Paying Agent” means the City or any bank, trust company or national banking association which is authorized, to pay the principal or Redemption Price of or interest on any Bonds and having the duties, responsibilities and rights provided for in this Ordinance, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The institution named as Paying Agent may also act as Registrar.

“Person” means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

“Principal Installment” means, as of any date of calculation, the principal amount of all Bonds due on a specified date.

“Record Date” means the 15<sup>th</sup> day of the month immediately preceding each Bond Payment Date.

“Registrar” means the City or any bank, trust company, or national banking association which is authorized to maintain an accurate list of those who from time to time shall be the Holders of the Bonds and shall effect the exchange and transfer of Bonds in accordance with the provisions of this Ordinance and having the duties, responsibilities, and rights provided for in this Ordinance and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The institution named as Registrar may also act as Paying Agent.

“Securities Depository” means the administrator of the book-entry only system for the Bonds, as further described in Section 3.04 hereof and any successor appointed as provided in Section 3.04(b)(iii) hereof. If the Bonds are initially issued in book-entry form, the initial Securities Depository shall be DTC.

### ARTICLE III

#### ISSUANCE OF BONDS

##### Section 3.01. Ordering the Issuance of Bonds

Pursuant to the provisions of the Refunding Act, and for the purpose of the refunding all or a portion of the Refunded Bonds, there shall be issued not exceeding \$11,800,000 of general obligation refunding bonds of the City. It is specifically recognized that the Bonds may be issued in several series in order to optimize potential savings to be realized by the refunding of all or a portion of the Refunded Bonds.

##### Section 3.02. Maturity Schedule of Bonds

The Bonds shall be dated and shall mature on the dates and in the principal amounts determined by the Mayor in order to obtain the most desirable savings to be determined by virtue of the refunding. The Bonds shall bear interest at rates determined in the manner prescribed by Section 3.15 hereof. Principal and interest on the Bonds shall be payable on such dates and in such amounts as the Mayor shall determine; provided, however, the final maturity of the Bonds shall not exceed the final maturity of the 2010B Bonds, as appropriate, and the Bonds shall be issued no later than December 31, 2022.

##### Section 3.03. Provision for Payment of Interest on the Bonds

The Bonds shall be authenticated on such dates as they shall, in each case, be delivered. The Bonds shall bear interest from the date to which interest has been paid next preceding the authentication date thereof, unless the authentication date thereof is a Bond Payment Date in which case, from such authentication date, or from the Bond Payment Date to which interest has last been paid, or if dated prior to the first interest payment date, or if the City shall fail to pay interest on said date, then from the date of delivery of the Bonds. The interest to be paid on any Bond Payment Date shall be paid to the Person in whose name such Bond is registered at the close of business on the Record Date next preceding such Bond Payment Date.

##### Section 3.04. Medium of Payment; Form and Denomination of Bonds; Place of Payment of Principal

(a) The Bonds shall be payable as to Principal Installment and interest at the rates per annum determined in the manner prescribed by Section 3.15 hereof (on the basis of a 360 day year of twelve 30-day months) in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) The Bonds (i) shall be in the form of fully registered, book-entry bonds or as a single fully registered bond; (ii) shall be issued in such denominations as shall be determined by the Mayor; and (iii) shall be payable with respect to principal, interest, and premium, if any, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The City may provide for a book-entry system for such Bonds.

(c) The Bonds and the form of assignment thereon shall be substantially in the form thereof set forth in Exhibit A hereto with any omissions, insertions and variations which may be authorized or permitted by or consistent with this Ordinance. The Bonds shall be negotiable instruments and shall express the purpose for which they are authorized, executed and delivered and any other statements or legends which may be required by law.

Section 3.05. Agreement to Maintain Registrar and Paying Agent

As long as any of the Bonds remain Outstanding there shall be a Registrar and a Paying Agent where (i) the Bonds may be presented for registration of transfers and exchanges, (ii) notices and demands to or upon the City in respect of the Bonds may be served, and (iii) the Bonds may be presented for payment, exchange and transfer.

Section 3.06. Execution and Authentication

(a) The Bonds shall be executed in the name and on behalf of the City by the manual or facsimile signature of an Authorized Officer or Officers, with its corporate seal (or a facsimile thereof) impressed, imprinted or otherwise reproduced thereon, and attested by the manual or facsimile signature of its City Clerk or other Authorized Officer (other than the officer or officers executing such Bonds). Bonds bearing the manual or facsimile signature of any Person authorized to sign the Bonds at the time such Bonds were so executed shall bind the City notwithstanding the fact that his or her authorization may have ceased prior to the authentication and delivery of such Bonds.

(b) No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless there shall be endorsed on such Bond a certificate of authentication in the form set forth in the Ordinance, duly executed by the manual signature of the Registrar and such certificate of authentication upon any Bond executed on behalf of the City shall be conclusive evidence that the Bond so authenticated has been duly issued hereunder and that the Holder thereof is entitled to the benefit of the terms and provisions of the Ordinance.

Section 3.07. Exchange of Bonds

Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered Holder or his or her duly authorized attorney, may, at the option of the registered Holder thereof, be exchanged for an equal aggregate principal amount of Bonds in authorized denominations of the same interest rate, maturity and redemption provisions. So long as any of the Bonds remain Outstanding, the City shall make all necessary provisions to permit the exchange of Bonds at the Corporate Trust Office of the Registrar.

Section 3.08. Transferability and Registry

All Bonds shall be transferable, only in accordance with the provisions for registration and transfer contained in the Ordinance and in the Bonds. So long as any of the Bonds remain Outstanding, the City shall maintain and keep, at the office of the Registrar, books for the registration and transfer of Bonds, and, upon presentation thereof for such purpose at the Corporate Trust Office of the Registrar, the City shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it or the Registrar may prescribe, any Bond, except that under no circumstances shall any Bond be registered or transferred to bearer. So long as any of the Bonds remain Outstanding, the City shall make all necessary provisions to permit the transfer of Bonds at the Corporate Trust Office of the Registrar.

Section 3.09. Transfer of Bonds

Each Bond shall be transferable only upon the books of the City, which shall be kept for such purpose at the Corporate Trust Office of the Registrar which shall be maintained for such purpose by the Registrar, upon presentation and surrender thereof by the Holder of such Bond in person or by his or her attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his or her duly authorized attorney. Upon surrender for transfer of any such Bond, the City shall execute and the Registrar shall authenticate and deliver, in the name of the Person who is the transferee, one or more new Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond. All action taken by the Registrar pursuant to this Section shall be deemed to be the action of the City.

Section 3.10. Regulations with Respect to Exchanges and Transfers

All Bonds surrendered in any exchanges or transfers shall forthwith be cancelled by the Registrar. For each such exchange or transfer of Bonds, the City or the Registrar may make a charge sufficient to reimburse it or them for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or

sums shall be paid by the Holder requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The City shall not be obligated to issue, exchange or transfer any Bond during the 15 days next preceding any Bond Payment Date of the Bonds.

Section 3.11. Mutilated, Destroyed, Lost and Stolen Bonds

(a) If any mutilated Bond is surrendered to the Registrar and the Registrar or the City receive evidence to their satisfaction of the destruction, loss or theft of any Bond, and there is delivered to the Registrar, or the City such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice that such Bond has been acquired by a *bona fide* purchaser, the City shall execute, and upon City Request, the Registrar shall authenticate and deliver, in exchange for any such mutilated Bond or in lieu of any such destroyed, lost or stolen Bond, a new Bond of like tenor and principal amount, bearing a number unlike that of a Bond contemporaneously Outstanding. The Registrar shall thereupon cancel any such mutilated Bond so surrendered. In case any such mutilated, destroyed, lost or stolen Bond has become or is to become due and payable within one year, the City in its discretion may, instead of issuing a new Bond, pay such Bond.

(b) Upon the issuance of any new Bond under this Section 3.11, the City may require the payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees or other fees, of the City or the Registrar connected therewith.

(c) Each new Bond issued pursuant to this Section in lieu of any destroyed, lost or stolen Bond, shall constitute an additional contractual obligation of the City, whether or not the destroyed, lost or stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with any and all other Bonds duly issued pursuant to the Ordinance. All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds or securities.

Section 3.12. Holder As Owner of Bond

The City, the Registrar and any Paying Agent may treat the Holder of any Bond as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the Principal Installment and interest on such Bond and for all other purposes, and payment of the Principal Installment and interest shall be made only to, or upon the order of, such Holder. All payments to such Holder shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor any Paying Agent shall be affected by any notice to the contrary.

Section 3.13. Cancellation of Bonds

The Registrar shall destroy all Bonds surrendered to it for cancellation and shall deliver a certificate to that effect to the City. No such Bonds shall be deemed Outstanding under the Ordinance and no Bonds shall be issued in lieu thereof.

Section 3.14. Payments Due on Saturdays, Sundays and Holidays

In any case where the Bond Payment Date shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest on or Principal Installment of the Bonds need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date, and no interest shall accrue for the period after such date.

Section 3.15. Conditions Relating to Naming of Interest Rates

The Bonds shall bear such rate or rates of interest as shall at the sale of such Bonds reflect the lowest total financing cost (as hereinafter defined) to the City at a price of not less than par plus accrued interest, if any, to the date of delivery. Unless otherwise determined by the Mayor, the following conditions shall apply:

- (a) all Bonds of the same maturity shall bear the same rate of interest;
- (b) if the Bonds are publicly sold, no rate of interest named shall be more than 3% higher than the lowest rate of interest named;
- (c) if the Bonds are bank-placed, the Bonds shall bear a single rate of interest;
- (d) if the Bonds are publicly sold, each interest rate named shall be a multiple of 1/20<sup>th</sup> or 1/8<sup>th</sup> of 1%;
- (e) if the Bonds are bank-placed, the interest rate for the Bonds shall be a multiple of 1/100<sup>th</sup> of 1%; and
- (f) any sum named by way of premium shall be paid in cash as a part of the purchase price.

For the purpose of determining the lowest total financing cost, the true interest cost on all Bonds from the dated date of the Bonds, which is the original issue date, until their respective maturities, less any sum named by way of premium, shall be determined on each bid and the smallest amount to be paid by the City, including any upfront fees and expenses to be paid by the City, shall reflect the lowest total financing cost.

Section 3.16. Tax Exemption in South Carolina

Both the Principal Installment and interest on both Bonds 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, transfer or certain franchise taxes.

Section 3.17. Redemption

The Bonds shall be subject to redemption under such terms and conditions as shall be determined by the Mayor.

Section 3.18. Order of Tax Levy to Pay Principal and Interest of Bonds

For the payment of the Principal Installment and interest on the Bonds as the same respectively mature, the full faith, credit and taxing power of the City are hereby irrevocably pledged, and there shall be levied and collected annually a tax on all taxable property in the City, sufficient to pay the Principal Installment and interest on such Bonds as they respectively mature, and to create such sinking fund as may be necessary therefor.

Section 3.19. Notice to Finance Director to Levy Tax

The Finance Director of the City shall be notified of this issue of Bonds and directed to levy and collect, respectively, upon all taxable property in the City an annual tax sufficient to meet the payment of the Principal Installment and interest on the Bonds, as the same respectively mature.

Section 3.20. Form of Bonds

The form of the Bonds, and registration provisions to be endorsed thereon shall be substantially as set forth in Exhibit A attached here to and made a part of this Ordinance.

Section 3.21. Approval of Official Statement

The Council hereby authorizes the Mayor to determine whether to distribute a Preliminary Official Statement of the City in connection with the sale of the Bonds and, if so, hereby authorizes the Mayor to deem it final within the meaning of the Rule. The Preliminary Official Statement may be distributed in electronic as well as printed format. The Council further authorizes the Mayor to determine whether to distribute and deliver the final Official Statement in print and electronic format in connection with the reoffering and sale of the Bonds by the successful bidder.

Section 3.22. Authorization for Further Action

The Mayor and the Chief Financial Officer are fully authorized and empowered to take any further action and to execute and deliver any closing documents, including, an escrow deposit agreement, as may be necessary and proper to effect the delivery of the Bonds in accordance with the terms and conditions hereinabove set forth, their execution to be conclusive evidence of such approval. The Mayor and Chief Financial Officer are further authorized to amend certain of the provisions contained in this Article III (excepting Sections 3.18 and 3.19) upon such terms as the Purchaser shall approve upon receipt of a City request to do so.

ARTICLE IV

SALE OF BONDS

Section 4.01. Determination of time to Receive Bids - Form of Notice of Sale

The Bonds shall be sold at public or private sale, as required by the Enabling Act and State law and as determined by the Mayor, at a price of not less than par plus accrued interest, if any, to the date of delivery. Bids shall be received on a date and time to be selected by the Mayor. The Bonds shall be advertised for sale as and if required by the Enabling Act and State law, which notice shall appear at least once, not less than seven days before the date set for sale.

Section 4.02. Award of Bonds

Upon the receipt of bids for the Bonds, the Mayor shall award the Bonds to the bidder offering the lowest total financing cost (including both interest cost (calculated on a true interest cost basis) together with any upfront legal fees and expenses). If more than one bidder shall name the lowest rate of interest, then the Bonds shall be awarded to that one of such bidders as shall offer the greatest premium; PROVIDED, that if it shall happen that tie bids are received, the Bonds shall be awarded jointly or in such other fashion as those submitting such tie bids shall determine. The right is reserved to reject all proposals.

The Mayor is authorized to name the Registrar and Paying Agent for the Bonds.

ARTICLE V

DISPOSITION OF PROCEEDS OF SALE OF BONDS

Section 5.01. Disposition of Bond Proceeds including Temporary Investments

The proceeds derived from the sale of the Bonds issued pursuant to this Ordinance shall be expended and made use of as follows:

- (a) any premium shall be applied to payment of the Bonds or in such fashion as State law permits;
- (b) the sums necessary to effect the redemption of the Refunded Bonds shall be deposited immediately upon receipt in a special fund as directed by an Authorized Officer; and

(c) the balance shall be applied to pay the costs of issuance.

Provided, that neither the purchaser nor any Holder of the Bonds shall be liable for the proper application of the proceeds thereof.

Section 5.02. Redemption of 2010B Bonds

In the event the Bonds are issued, Council hereby irrevocably elects to call for redemption, as applicable, the appropriate maturities of the 2010B Bonds on such dates and at such redemption prices as the respective proceedings require.

ARTICLE VI

DEFEASANCE OF BONDS

Section 6.01. Discharge of Ordinance - Where and How Bonds are Deemed to have been Paid and Defeased

If all of the Bonds issued pursuant to this Ordinance, and all interest thereon shall have been paid and discharged, then the obligations of the City under this Ordinance and all other rights granted hereby shall cease and determine. The Bonds shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances, viz.:

(1) The Paying Agent shall hold, at the stated maturities of the Bonds, in trust and irrevocably appropriated thereto, sufficient moneys for the payment of the Principal Installment and interest thereof; or

(2) If default in the payment of the principal of the Bonds or the interest thereon shall have occurred on any Bond Payment Date, and thereafter tender of such payment shall have been made, and at such time as the Paying Agent shall hold in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(3) If the City shall elect to provide for the payment of the Bonds prior to their stated maturities and shall have deposited with the Paying Agent, in an irrevocable trust moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient to pay when due the Principal Installment and interest due and to become due on the Bonds on and prior to their maturity dates.

Neither the Government Obligations nor moneys deposited with the Paying Agent pursuant to this Section nor the principal or interest payments thereon shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Principal Installment of and interest on the Bonds; provided that any cash received from such principal or interest payments on Government Obligations deposited with the Paying Agent, if not then needed for such purpose, shall to the extent practicable, be invested and reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the Principal Installment and interest, to become due on the Bonds on and prior to the maturity date thereof, and interest earned from such reinvestments not required for the payment of the Principal Installment and interest, may be paid over to the City, as received by the Paying Agent, free and clear of any trust, lien or pledge.

ARTICLE VII

CONCERNING THE FIDUCIARIES

Section 7.01. Fiduciary; Appointment and Acceptance of Duties

The financial institution chosen to act initially as Paying Agent and Registrar hereunder, shall accept the duties and trusts imposed upon it by the Ordinance and shall agree in writing to perform such trusts but only upon the

terms and conditions set forth in this Article VII. Similarly, each financial institution appointed as a successor Registrar or as a successor Paying Agent shall signify its acceptance of the duties and trusts imposed by the Ordinance by a written acceptance.

#### Section 7.02. Responsibilities of Fiduciaries

The recitals of fact herein and in the Bonds contained shall be taken as the statements of the City and no Fiduciary assumes any responsibility for the correctness of the same except in respect of the authentication certificate of the Registrar endorsed on the Bonds. No Fiduciary makes any representations as to the validity or sufficiency of the Ordinance or of any Bonds or as to the security afforded by the Ordinance, and no Fiduciary shall incur any liability in respect thereof. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof or to advance any of its own moneys, unless indemnified to its reasonable satisfaction. No Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

#### Section 7.03. Evidence on Which Fiduciaries May Act

(a) Each Fiduciary, upon receipt of any notice, ordinance, request, consent order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of the Ordinance, shall examine such instrument to determine whether it conforms to the requirements of the Ordinance and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be of counsel to the City, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under the Ordinance in good faith and in accordance therewith.

(b) Whenever any Fiduciary shall deem it necessary or desirable that a matter to be proved or established prior to taking or suffering any action under the Ordinance, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively approved and established by a certificate of an Authorized Officer, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of the Ordinance upon the faith thereof; but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may deem reasonable.

(c) Except as otherwise expressly provided in the Ordinance any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the City to any Fiduciary shall be sufficiently executed if executed in the name of the City by an Authorized Officer.

#### Section 7.04. Compensation

The City shall pay to each Fiduciary from time to time reasonable compensation based on the then standard fee schedule of the Fiduciary for all services rendered under the Ordinance, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under the Ordinance. Subject to the provisions of Section 7.02 hereof, the City further agrees to indemnify and save each Fiduciary harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to its negligence or willful misconduct; provided, however, that any specific agreement between the City and a Fiduciary with respect to the compensation of such Fiduciary shall control the compensation to be paid to such Fiduciary.

#### Section 7.05. Certain Permitted Acts

Any Fiduciary may become the owner or underwriter of any Bonds, notices or other obligations of the City or conduct any banking activities with respect to the City, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depository for, and permit any of its officers or directors to effect or aid in any reorganization growing out of the enforcement of the Bonds or the Ordinance.

Section 7.06. Resignation of Any Fiduciary

Any Fiduciary may at any time resign and be discharged of the duties and obligations created by the Ordinance by giving not less than 60 days' written notice to the City and not less than 30 days' written notice to the Holders of the Bonds as established by the books of registration prior to the next succeeding Bond Payment Date and such resignation shall take effect upon the date specified in such notice unless previously a successor shall have been appointed by the City pursuant to Section 7.08 hereof in which event such resignation shall take effect immediately on the appointment of such successor. In no event, however, shall such a resignation take effect until a successor has been appointed.

Section 7.07. Removal of Fiduciary

Any Fiduciary may be removed at any time by an instrument or concurrent instruments in writing, filed with the City and such Fiduciary, and signed by the Bondholders representing a majority in principal amount of the Bonds then Outstanding or their attorneys in fact duly authorized, excluding any Bonds held by or for the account of the City.

Section 7.08. Appointment of Successor Fiduciaries

In case any Fiduciary hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the City. Every such Fiduciary appointed pursuant to the provisions of this Section shall be a trust company or bank organized under the laws of the United States of America or any state thereof and which is in good standing, within or outside the State of South Carolina, having a stockholders' equity of not less than \$25,000,000 if there be such an institution willing, qualified and able to accept the trust upon reasonable and customary terms.

If in a proper case no appointment of a successor Fiduciary shall be made by the City pursuant to the foregoing provisions of this Section within 45 days after any Fiduciary shall have given to the City written notice as provided in Section 7.06 hereof or after a vacancy in the office of such Fiduciary shall have occurred by reason of its removal or inability to act, the former Fiduciary or any Bondholder may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor.

Section 7.09. Transfer of Rights and Property to Successor

Any successor Fiduciary appointed under the Ordinance shall execute, acknowledge and deliver to its predecessor, and also to the City, an instrument accepting such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Fiduciary, with like effect as if originally named in such capacity; but the Fiduciary ceasing to act shall nevertheless, on the written request of the City, or of the successor, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the right, title and interest of the predecessor Fiduciary in and to any property held by it under the Ordinance, and shall pay over, assign and deliver to the successor Fiduciary any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the City be required by such successor Fiduciary for more fully and certainly vesting in and confirming to such successor any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the City. Any such successor Fiduciary shall promptly notify the Paying Agent and Depositories, if any, of its appointment as Fiduciary.

Section 7.10. Merger or Consolidation

Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it may be party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking

association, and shall be authorized by law to perform all the duties imposed upon it by the Ordinance, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act.

Section 7.11. Adoption of Authentication

In case any of the Bonds contemplated to be issued under the Ordinance shall have been authenticated but not delivered, any successor Registrar may adopt the certificate of authentication of any predecessor Registrar so authenticating such Bonds and deliver such Bonds so authenticated. In case any such Bonds shall not have been authenticated, any successor Registrar may authenticate such Bonds in the name of the predecessor Registrar or in the name of the successor Registrar, and in all such cases such certificate shall be of full force and effect.

Section 7.12. Authorization for Further Action

The Mayor and Chief Financial Officer are authorized to amend certain of the provisions contained in this Article VII upon such terms as the Purchaser shall approve upon receipt of a City request to do so.

ARTICLE VIII

FEDERAL TAX CONSIDERATIONS

Section 8.01. Compliance with the Code

The City will comply with all requirements of the Code in order to preserve the tax-exempt status of the Bonds, including without limitation, (i) the requirement to file the information report with the Internal Revenue Service, and (ii) the requirement to rebate certain arbitrage earnings to the United States Government pursuant to Section 148(f) of the Code. In this connection, the City covenants to execute any and all agreements, certificates and other documentation as it may be advised by bond counsel will enable it to comply with this Section, and such agreements, certificates and other documentation may be executed by an Authorized Officer.

The City hereby represents and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Holder thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the original issue date of the Bonds. Without limiting the generality of the foregoing, the City represents and covenants that:

(a) All property financed or refinanced by the net proceeds of the Bonds will be owned by the City in accordance with the rules governing the ownership of property for federal income tax purposes.

(b) The City shall not permit the proceeds of the Bonds or any facility financed with the proceeds of the Bonds to be used in any manner that would result in (a) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any natural person or in any activity carried on by a person other than a natural person other than a governmental unit as provided in Section 141(b) of the Code, or (b) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141(c) of the Code.

(c) The City is not a party to nor will it enter into any contracts with any person for the use or management of any facility provided with the proceeds of the Bonds that do not conform to the guidelines set forth in Revenue Procedure 97-13 of the Internal Revenue Service.

(d) The City will not sell or lease any property financed or refinanced by the Bonds to any person unless it obtains the opinion of nationally recognized bond counsel that such lease or sale will not affect the tax exemption of the Bonds.

(e) The Bonds will not be federally guaranteed within the meaning of Section 149(b) of the Code. The City has not entered into any leases or sales or service contracts with any federal government agency and will not enter into any such leases or contracts unless it obtains the opinion of nationally recognized bond counsel that such action will not affect the tax exemption of the Bonds.

Section 8.02 Ability to Meet Arbitrage Requirements.

Careful consideration has been given to the time in which the expenditures will be made. It has been ascertained that all of the money received from the proceeds of the Bonds will be expended within the limitations imposed by Section 148 of the Code and the Treasury regulations promulgated pursuant thereto. Accordingly, the City will be able to certify upon reasonable grounds that the Bonds herein provided for are not "arbitrage bonds" within the meaning of Section 148 of the Code.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Failure to Present Bonds

Anything in this Ordinance to the contrary notwithstanding, any money held by the Paying Agent in trust for the payment and discharge of any of the Bonds, or the interest thereon, which remains unclaimed for such period of time, after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, that the Holder thereof shall no longer be able to enforce the payment thereof, the Paying Agent shall at the written request of the City pay such money to the City as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the City for the payment of such Bonds; provided, however, the Paying Agent shall forward to the City all moneys which remain unclaimed during a period five years from a Bond Payment Date, provided, however, that before being required to make any such payment to the City, the Paying Agent, at the expense of the City, may conduct such investigations as may in the opinion of the Paying Agent be necessary to locate the Holders of those who would take if the Holder shall have died.

Section 9.02. Severability of Invalid Provisions

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

Section 9.03. Successors

Whenever in this Ordinance the City is named or referred to, it shall be deemed to include any entity, which may succeed to the principal functions and powers of the City, and all the covenants and agreements contained in this Ordinance or by or on behalf of the City shall bind and inure to the benefit of said successor whether so expressed or not.

Section 9.04. Ordinance to Constitute Contract

In consideration of the purchase and acceptance of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Ordinance shall be deemed to be and shall constitute a contract between the City and the Holder from time to time of the Bonds, and such provisions are covenants and agreements with such Holders which the City hereby determined to be necessary and desirable for the security and payment thereof. The pledge hereof and the provisions, covenants, and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection, and security of the Holders of any and all of the Bonds, all of which shall be of equal rank without preference, priority or distinction of any Bonds over any other Bonds.

Section 9.05. Effective Date

This Ordinance shall take effect immediately upon second reading of City Council and shall supersede any prior inconsistent ordinances or resolutions.

Notice of adoption of this Ordinance shall be published at the appropriate time to comply with the provisions of Paragraph 8 of Section 11-27-40, Code of Laws of South Carolina, 1976, as amended. The form of the Notice of Adoption is attached hereto as Exhibit B.

Section 9.06. Filing of Copies of Ordinance

Copies of this Ordinance shall be filed in the office of Council, the offices of the Clerk of Court for Charleston County and Berkeley County (as a part of the Transcript of Proceedings) and at the offices of the Paying Agent and Registrar.

DONE IN MEETING DULY ASSEMBLED, this 12<sup>th</sup> day of May, 2020.

CITY OF CHARLESTON, SOUTH CAROLINA

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

First Reading: April 28, 2020  
Second Reading: May 12, 2020



permitted or required to be given to Owners of Bonds under the Ordinance; (ix) the selection by the Securities Depository or any Participant or any other person to receive payment in the event of a partial redemption of the Bonds; or (x) any consent given or other action taken by the Securities Depository as such Owner. The Registrar and Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to the Securities Depository (or the Nominee), and all such payments shall be valid and effectual with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Except as provided in immediately succeeding paragraph, no person other than the Securities Depository shall receive an authenticated bond. Upon delivery by the Securities Depository to the Registrar and Paying Agent of written notice to the effect that the Securities Depository has determined to substitute a new Nominee in place of Cede & Co., the Bonds shall be transferable to such new Nominee in accordance with the provisions of the Ordinance adopted by the City Council of the City (the "Ordinance").

In the event the City determines that it is in the best interests of the City not to continue the book-entry only system of transfer with respect to the Bonds, or that the interests of the Beneficial Owners might be adversely affected in the book-entry only system of transfer is continued with respect to the Bonds, then the City may notify the Securities Depository and the Registrar and Paying Agent, whereupon the Securities Depository will notify the Participants of the availability through the Securities Depository of bonds. In such event, the Registrar and Paying Agent shall issue, transfer and exchange bonds as requested by the Securities Depository and any Participant or Beneficial Owner in appropriate amounts in accordance with the Ordinance. The Securities Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Registrar and Paying Agent and discharging its responsibilities with respect thereto under applicable law or the City may determine that the Securities Depository is incapable of discharging its duties as such and may so advise the Securities Depository. In either such event, the City shall either (i) establish its own book-entry system, (ii) locate another Securities Depository, or (iii) deliver bonds as provided herein and as requested by any Participant or Beneficial Owner.

Notwithstanding anything in the Ordinance to the contrary, if and to the extent any Bond is registered in the name of "Cede & Co." as nominee of DTC: (i) the Registrar and Paying Agent will give DTC all special notices required by the Letter of Representations from the City and the Registrar and Paying Agent to DTC with respect to the Bonds (the "Letter of Representations") at the times, in the forms and by the means required by the Letter of Representations; (ii) the Registrar and Paying Agent will make payments to Cede & Co. at the times and by the means specified in the Letter of Representations; (iii) Cede & Co. will not be required to surrender Bonds which have been partially paid or prepaid to the extent permitted by the Letter of Representations; and (iv) the Registrar and Paying Agent will set a special record date (and shall notify the registered owners of the Bonds thereof in writing) prior to soliciting any Holder consent or vote, such notice to be not less than 15 calendar days prior to such record date (any Bond transferred by a registered owner subsequent to the establishment of the special record date and prior to obtaining such consent or vote shall have attached to it a copy of the notice of Holders by the Registrar and Paying Agent).

The City and the Registrar and Paying Agent will recognize DTC or its nominee as the Holder for all purposes hereunder, including notices and voting.

Whenever, during the term of the Bonds, beneficial ownership thereof is determined by a book entry at DTC, the requirements in the Ordinance of holding, delivering or transferring Bonds shall be deemed modified to require the appropriate person to meet the requirements of DTC as to registering or transferring the book entry to produce the same effect.]

Interest hereon shall be payable by check or draft mailed at the times provided herein from the office of the Paying Agent to the person in whose name this Bond is registered at the address shown on the registration books. The principal of, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of an issue of Bonds in the aggregate principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of like tenor, except as to number, rate of interest and date of maturity, issued pursuant to and in accordance with the Constitution and Statutes of the State of South Carolina, including particularly the provisions of the Act, codified as Sections 11-15-410 to 11-15-600, inclusive, Code of Laws of South Carolina, 1976, as amended, and an Ordinance duly adopted by the City Council of the City (the "Ordinance").

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinance. Certified copies of the Ordinance are on file in the office of the Registrar, in the office of the Paying Agent and in the offices of the Clerk of Court of Charleston County and Berkeley County, South Carolina.

For the prompt payment hereof, both principal and interest, as the same shall become due, the full faith, credit and taxing power of the City are irrevocably pledged.

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

[The Bonds are issuable only as fully registered Bonds in book-entry form.]

For every exchange or transfer of the Bonds, the City, the Paying Agent, or the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

The Bonds are not subject to redemption prior to their stated maturity.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Statutes of the State of South Carolina to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by such Constitution or Statutes, and that provision has been made for the allocation, on an annual basis, of sufficient tax revenues to provide for the punctual payment of the principal of and interest on this Bond and the issue of Bonds of which this Bond is one.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

IN WITNESS WHEREOF, the City of Charleston, South Carolina has caused this Bond to be signed by the manual signature of its Mayor and its corporate seal to be hereunto reproduced and attested to by the manual signature of its Clerk.

(SEAL)

CITY OF CHARLESTON, SOUTH CAROLINA

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

Attest:

\_\_\_\_\_  
Clerk

#### CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within mentioned Ordinance.

\_\_\_\_\_  
REGISTRAR

By: \_\_\_\_\_  
Authorized Signatory

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

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_  
\_\_\_\_\_ (please  
print or type name and address of Transferee and Social Security or other identifying number of Transferee)

the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_  
attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the  
premises.

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

Signature guaranteed:

\_\_\_\_\_  
\_\_\_\_\_

**NOTICE OF ADOPTION OF ORDINANCE  
AUTHORIZING NOT EXCEEDING \$11,800,000 GENERAL OBLIGATION  
REFUNDING BONDS OF 2020 OF THE CITY OF CHARLESTON, SOUTH CAROLINA**

Notice is hereby given that by Ordinance effective May 12, 2020, the City Council of the City of Charleston has made provision for the issuance and sale of not exceeding \$11,800,000 General Obligation Refunding Bonds of 2020 (the "Bonds").

The proceeds of the Bonds will be used for the refinancing of a portion of the outstanding principal amount of an original issue of \$17,100,000 General Obligation Bonds of 2010B of the City dated September 9, 2010.

Notice is further given that the provisions of Section 5-17-20, Code of Laws of South Carolina, 1976, permitting the filing of a petition seeking a referendum to effect the repeal of the foregoing Ordinance will not be applicable unless as provided by paragraph 8 of Section 5 of Act No. 125 of 1977 (now codified as paragraph 8 of Section 11-27-40, Code of Laws of South Carolina, 1976, as amended), notice of intention to seek such a referendum be filed by not less than five qualified electors with the Office of the Clerk of Court of Charleston County and with the City Clerk of the City of Charleston within twenty days from the date of publication of this Notice.

By order of the City of Charleston.

Mayor, City of Charleston, South Carolina

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 April 28, 2020 and May 12, 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 May, 2020.

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

# CPR COMMITTEE and/or COUNCIL AGENDA

12.)

TO: John J. Tecklenburg, Mayor  
FROM: Beth Brownlee / Andrew Jones DEPT. Parks – Capital Projects  
SUBJECT: CFD SAVANNAH HIGHWAY FIRE STATION (FS#11) CHANGE ORDER #13

REQUEST: Approval of Change Order #13 with NBM Construction Company, Inc. in the amount of \$0.00 and modifies the contract by: adding 5 weather days for a new substantial completion date of 12/26/2019, if NBM achieves substantial completion by June 5, 2020, all liquidated damages are waived, however, if this date is not achieved the City is entitled to recover all liquidated damages, the City reserves the right to issue joint checks to contractor and subs/vendors/supplies or design professionals.

COMMITTEE OF COUNCIL: Ways & Means DATE: April 28, 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"/>
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 # 051426-58240

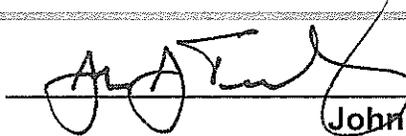
Balance in Account \$0.00 Amount needed for this item \$0.00

Project Number CP1521

NEED: Identify any critical time constraint(s).

CFO's Signature: \_\_\_\_\_

FISCAL IMPACT: Approval of Change Order #13 will increase the Construction Contract by \$0.00. The funding sources for this project are the Installment Purchase Revenue Bond (\$7,989,524.00), Proceeds from the Sale of Real Estate (\$1,135,607.64), Surplus Sales (\$1,130.02) and Hospitality Funds (\$380,000.00).

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

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

