City Hall
80 Broad Street
February 23, 2016
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Wilson

2. Executive Session

   a. Firefighter Litigation Settlement

   b. Update on Gaillard Center Litigation

   c. Action, if any, on Executive Session Matters

3. Approval of Minutes:

   a.) February 9, 2016

4. Bids and Purchases

5. Police Department: Acceptance of the 2015 SC Department of Public Safety Victims of Crime Act Grant in the amount of $2,780 for outfitting the Family Violence Reception Center. A City match of $695 is required.

6. Parks-Capital Projects: Acceptance of Federal funding in the amount of $298,688 for four electric backup power systems at four fire stations. This would be matched with $99,562 in City funding, and is for the purpose of removing the existing undersized generators and providing new permanent generator sets capable of providing full power. The approval of the grant award will institute a $398,250 project budget. The funding sources for the project are: FEMA Hazard Mitigation Grant Funds ($298,688) and 2013 General Fund Reserves ($99,562).

7. Parks-Capital Projects: Approval of Gaillard Center Fee Amendment #4 with Earl Swensson Associates, Inc. in the amount of $590,817.48. The fees included in this amendment are inclusive of additional time and travel as a direct result of construction delays and includes Construction Administration (CA) services from August 1, 2015 through the projected time of February 29, 2016. Project services in February 2016 will be billed on a not-to-exceed hourly rate. The City agrees to this amendment subject to a full reservation of rights. The City reserves all rights to assert any and all defenses to ESa invoices for additional fees including, but not limited to ESa acts or omissions creating, in whole or in part, the need for the additional services. The contract amount will increase by $590,817.48. The total project budget will also increase by $590,817.48. The approval of Fee Amendment #4 will increase the Earl Swensson Associates, Inc. contract by $590,817.48. Funding Sources: Gateway TIF,

Accommodations/Hospitality Funds, Capital Contributions, GO Bond, NEA Grant and GF Reserves.

8. Public Service: Approval of Amendment #11 for an extension of the Engineering Services contract with Davis & Floyd. Payment to Davis & Floyd pursuant to this Amendment #11 will not exceed $66,905. This extension includes additional utility location, surveying for alternate locations of SCE&G equipment, and production of easement plats for said equipment for the Market Street Drainage Improvement Project. The funding source is the Drainage Fund.

9. An ordinance providing for the issuance and sale of Waterworks and Sewer System Refunding Revenue Bonds of the City of Charleston in one or more series in the aggregate principal amount of not exceeding $135,000,000 and other matters relating thereto.

10. An ordinance to provide for the issuance and sale of approximately $12,775,000 General Obligation Refunding Bonds of 2016 of the City of Charleston, South Carolina, to prescribe the purposes for which the proceeds of the several series of bonds shall be expended, to provide for the payment thereof, and other matters relating thereto.

11. An ordinance authorizing the execution of documents relating to the Lease-Purchase financing of the acquisition of 50 Broad Street, Charleston, South Carolina, for the City of Charleston, South Carolina in an amount not exceeding $600,000; authorizing the execution of a Base Lease Agreement and a Project Lease Agreement in connection therewith, and other matters relating thereto.

12. The Committee on Real Estate: (Meeting was held February 23rd at 4:15 p.m., City Hall, First Floor Conference Room, 80 Broad Street)

    a.) Consider the following annexation:

    1827 Mepkin Road (TMS# 353-14-00-183) 0.18 acre, West Ashley (District 2)

COMMITTEE / COUNCIL AGENDA

4a.)

TO: John J. Tecklenburg, Mayor

FROM: Ben Dellucci **DEPT.** Fleet Management

SUBJECT: TWO (2) 2016 FORD TRANSIT CONNECT CARGO VANS SWB XL MODEL

REQUEST: Approval to purchase two (2) 2016 Ford Transit cargo vans SWB XL Model Trucks from Vic Bailey Ford, PO Box 3568, Spartanburg, SC 29304 SC State Contract # 4400009481.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** February 23, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Ben Dellucci	X	☐	B. Dellucci	☐
Procurement Director	X	☐	Amy Cox	☐

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

If yes, provide the following: Dept./Div.: 062016 Account #: 58010

Balance in Account * Amount needed for this item $46662.00 KCM

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: *Using 2016 Lease Purchase Funds

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.

City of Charleston ☐ WAREHOUSE ISSUE ☐ FOR PURCHASE

DISTRIBUTION - WHITE & YELLOW - PURCHASING
PINK - REQUISITIONER FILE

WHEN USED AS WAREHOUSE REQUISITION 2ND COPY WILL BE RETURNED AT TIME OF DELIVERY W/PRICING.

SUGGESTED SUPPLIERS
Vic Bailey Ford
PO BX 3548
Spartanburg SC 29304

[ ] Disadvantaged Bus. [ ] Woman Bus.

No. PR 96937
(NOT FOR USE AS A P.O. NO.)

DATE OF REQUISITION 2/5/16

PURCHASE ORDER NO.

DATE OF PURCHASE ORDER

SHIP TO:

CITY OF CHARLESTON
FLEET OPERATIONS
2150 MILFORD ST
CHARLESTON, SC 29405

DEL DATE	F.O.B.	TERMS	INV. NO.(S)	ACCOUNT NO.	DOLLAR LIMIT
				062016-5810	

ITEM NO.	QUANTITY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	EXT PRICE
	2			2016 Ford TRANSIT CONNECT Cargo	20178.00	40356.00
				VAN SWB - XL Model		
				Long Wheel Base CARGO VAN w/	1228.00	2456.00
				2 SWINGOUT REAR DOORS w/Rear Dr		
				GLASS - XL Trim		
				2nd ROW Fixed GLASS on Both sides	69.00	138.00
				All Weather Floor Matts	70.00	140.00
				ADRIAN Full width Protective GRILL	796.00	1592.00
				4 CORNER FLASHY STROBE light LED	595.00	1190.00
				FMVSS Safety Kit	95.00	190.00
				STATE TAX	300	
				TOTAL	23331.00	
				STATE Contract # 4400009481		
				Exterior - White		
				Interior - Gray		
				for		
				F.T		

STATE TAX	600.00
TOTAL	46662.00

CITY OF CHARLESTON
BEN DELLUCCI/FLEET MANAGER
REQUISITIONER/TITLE

AUTHORIZED APPROVAL/TITLE

APPROPRIATION APPROVAL

ORIGINAL

PUR 100 - REV. 9/92

Van-5: Van, Cargo, ½ Ton, Flex Fuel

Contract Number:	**4400009481**	Contractor:	**Vic Bailey Ford**
Initial Contract Term:	11/1/14 – 10/31/15	Address:	PO Box 3568 Spartanburg, SC 29304
Contract Rollover Dates:	11/1/15 – 10/31/16	Vendor #:	7000079092
Order Cutoff Date:		Contact:	**David Vetter**
Model:	**Ford Transit E1Z**	Email:	dvetter@vicbaileyauto.com
Commodity Code:	07192	Telephone:	**(800) 922-1365**
Delivery :	75 Days ARO	Fax:	(864) 594-6802

BASE PRICE = $20,178.00

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

Optional Additions

Floor Covering – Full Length Rubber/Vinyl (Cargo Area) ..... Factory Standard

High Roof ..... $ 857.00

Full Width Protective Grill – Standard Roof ..... $ 795.00

Trailer Towing Package ..... $ 436.00

Optional Deductions

Auxiliary Power Connection - Standard State Spec ..... $ 68.00

Auxiliary Power Outlet - Standard State Spec ..... Factory Standard

Return to Index

Vic Bailey Ford				
David Vetter 864.585.3600 or 800.922.1365				
		Contract #: 4400009481		
Van, Mini Cargo				
2016 Ford Transit Connect Cargo Van SWB - XL Model				
Standard Equipment Included:				
2.5L 4-Cylinder Engine		Power Steering		
Automatic Transmission		Power Brakes		
A/C		Cruise Control		
AM/ FM Radio		Power Door Locks		
Rear Door Glass Only		Power Windows		
105" Wheel Base				
SC STATE CONTRACT PRICE:			**$20,178.00**	
		STATE TAX	$300.00	
Long Wheel Base Cargo Van w/ 2-Swingout Rear Doors w/ Rear Door Glass - XL Trim			$1,228.00	
2nd Row Fixed Glass on Both Sides (Cargo Van Models Only)			$69.00	
All Weather Floor Mats (XLT Models Only)			$70.00	
Adrian Full Width Protective Grill			$796.00	
4-Corner Flashing Strobe System -LED			$595.00	
FMVSS Safety Kit (Fire Ext., Triange and First Aid Kit)			$95.00	
		TOTAL	**$23,331.00**	

COMMITTEE / COUNCIL AGENDA

4b.)

TO: John J. Tecklenburg, Mayor

FROM: Ben Dellucci **DEPT.** Fleet Management

SUBJECT: TWO (2) 2016 FORD TRANSIT CONNECT VAN 7/8 PASSENGER

REQUEST: Approval to purchase two (2) 2016 Ford Transit Connect Van 7/8 passenger Trucks from Vic Bailey Ford, PO Box 3568, Spartanburg, SC 29304 SC State Contract # 4400011609.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** February 23, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Ben Dellucci	X	☐	B J Dellucci	☐
Procurement Director	X	☐	Gary Cooper	☐

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

If yes, provide the following: Dept./Div.: 062016 Account #: 58010

Balance in Account * Amount needed for this item $44376.00 LCM

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: *Using 2016 Lease Purchase Funds

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.

City of Charleston ☐ WAREHOUSE ISSUE ☐ FOR PURCHASE

REQUISITION

DISTRIBUTION - WHITE & YELLOW - PURCHASING
PINK - REQUISITIONER FILE

WHEN USED AS WAREHOUSE REQUISITION 2ND COPY WILL BE RETURNED AT TIME OF DELIVERY W/PRICING.

SUGGESTED SUPPLIERS
Vic Bailey Ford
PO BX 3548
Spartanburg SC 29304

[ ] Disadvantaged Bus. [ ] Woman Bus.

No. PR 1092
(NOT FOR USE AS A P.O. NO.)

DATE OF REQUISITION 2/5/14

PURCHASE ORDER NO.

DATE OF PURCHASE ORDER

SHIP TO:
CITY OF CHARLESTON
FLEET OPERATIONS
150 MILFORD ST
CHARLESTON, SC 29405

DEL DATE	F.O.B.	TERMS	INV. NO.(S)	ACCOUNT NO.	DOLLAR LIMIT
				062016-5810	

ITEM NO.	QUANTITY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	EXT PRICE
	2			2016 Ford Transit Connect Wagon	23938.00	47876.00
				7/8 Passenger		
				FMVSS Safety Kit	95.00	190.00
				Deduct - Aux Power Connection	-68.00	-136.00
				Deduct - Cruise Control	-1112.00	-2224.00
				Deduct - Floor Material Carpet	-960.00	-1920.00
				STATE TAX	300.00	
				TOTAL	22188.00	
				State Contract # 4400011609		
				Exterior - White		
				Interior - Gray		
				fm		
				1 - Rec		
				1 - Cultural Affairs		
					STATE TAX	600.00
					TOTAL	44376.00

CITY OF CHARLESTON
BEN DELLUCCI/FLEET MANAGER

REQUISITIONER/TITLE

AUTHORIZED APPROVAL/TITLE

APPROPRIATION APPROVAL

PUR 100 - REV 9/92

Van-3: Van, Mini, 7/8 Passenger, Gas

Contract Number:	**4400011609**	Contractor:	**Vic Bailey Ford**
Initial Contract Term:	11/1/15 – 10/31/16	Address:	PO Box 3568 Spartanburg, SC 29304
Contract Rollover Dates:		Vendor #:	7000079092
Order Cutoff Date:		Contact:	**David Vetter**
Model: **Ford Transit Connect**		Email:	dvetter@vicbaileyauto.com
Commodity Code:	07190	Telephone:	**(844) 585-3600**
Delivery :	180 Days ARO	Fax:	(844) 594-6802

BASE PRICE = $23,933.00

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

Optional Additions

Intentionally Left Blank

Optional Deductions

Auxiliary Power Connection- Standard State Spec ..... $ 68.00

Cruise Control w/Resume ..... $ 1,112.00

Floor Material, Carpet ..... $ 960.00

Return to Index

Vic Bailey Ford			
David Vetter 864.585.3600 or 800.922.1365			
Van, Mini, 7 Passenger Gas			
Contract#: 4400011609			
Rec			
2016 Ford Transit Connect Wagon - LWB - XLT Model			
Standard Equipment Included:			
2.5L 4-Cylinder Engine	Power Steering		
Automatic Transmission	Power Brakes		
A/C	Cruise Control		
AM/ FM Radio	Power Door Locks		
Side and Rear Door Glass	Power Windows		
7- Passenger Seating	121" Wheel Base		
Double Swingout Rear Doors w/ Rear Door Glass			
SC STATE CONTRACT PRICE:			**$23,933.00**
State Tax			$300.00
FMVSS Safety Kit (Fire Ext., Triange and First Aid Kit)			$95.00
Auxiliary Power Connection			-$68.00
Cruise Control w/Resume			-$1,112.00
Floor Material, Carpet			-$960.00
Total			**$22,188.00**

COMMITTEE / COUNCIL AGENDA

4c.)

TO: John J.Tecklenburg, Mayor

FROM: Ben Dellucci **DEPT.** Fleet Management

SUBJECT: ONE (1) 2016 KENWORTH CAB/CHASSIS WITH NEW VACTOR SEWER TRUCK

REQUEST: Approval to purchase one (1) 2016 Kenworth Cab/Chassis with New Vactor Sewer Truck from Public Works Equipment & Supply, 4519 Old Charlotte Hwy., Monroe, NC 28110. NJPA Contract #022014-FSC

COMMITTEE OF COUNCIL: Ways & Means **DATE:** February 23, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Ben Dellucci	X	☐		☐
Procurement Director	X	☐		☐

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

If yes, provide the following: Dept./Div.: 062016 Account #: 58010

Balance in Account * Amount needed for this item $382742.63 KCM

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: *Using 2016 Lease Purchase Funds

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.

City of Charleston ☐ WAREHOUSE ISSUE ☐ FOR PURCHASE

REQUISITION

DISTRIBUTION - WHITE & YELLOW - PURCHASING
PINK - REQUISITIONER FILE

WHEN USED AS WAREHOUSE REQUISITION 2ND COPY WILL BE RETURNED AT TIME OF DELIVERY W/PRICING.

SUGGESTED SUPPLIERS
Public Works Equipment
4579 Old Charlotte Highway
Monroe N.C 28110

[ ] Disadvantaged Bus. [ ] Woman Bus.

No. PR 1098
(NOT FOR USE AS A P.O. NO.)

DATE OF REQUISITION 2/5/16

PURCHASE ORDER NO.

DATE OF PURCHASE ORDER

SHIP TO:

CITY OF CHARLESTON
FLEET OPERATIONS
4150 MILFORD ST
CHARLESTON, SC 29405

DEL DATE	F.O.B.	TERMS	INV. NO.(S)	ACCOUNT NO.	DOLLAR LIMIT
				062016-5810	

ITEM NO.	QUANTITY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	EXT PRICE
	1			New Vactor model 2112 w/2016 Kenworth T-440 Cab Chassis		382742.43
				As per spec		
				NJPA contract # 022014-FSC		
				for Stormwater		
				STATE TAX		300.00
				TOTAL		382742.43

CITY OF CHARLESTON
BEN DELLUCCI/FLEET MANAGER

REQUISITIONER/TITLE

AUTHORIZED APPROVAL/TITLE

APPROPRIATION APPROVAL

PUR 100 - REV. 9/92

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
City Of Charleston
2150 Milford Street
Charleston, SC 29405

DATE: 1/11/2016

PH.#:
CELL:
FAX:

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

QUANTITY	EQUIPMENT SPECIFICATIONS	PRICE EA.	TOTAL
1	New Vactor model 2112 Plus single engine Positive Displacement Vacuum Jet Rodding Machine per the attached specification sheets and brochure		$287,064.57
1	Less NJPA Discount per Vactor Contract #022014-FSC		$8,611.94
	Incoming Freight, PDI. Local Delivery and Training		$2,990.00
1	NEW 2016 Kenworth T-440 Cab Chassis		$107,500.00
	Less Stock Unit Discount (Based on Availability)		($6,500.00)
	TOTAL PURCHASE PRICE		$382,442.63
	Buyer to pay $300 Sales Tax		

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 15 DAYS.

TAXES TO BE ADDED: _____ **YES** _____ **NO**

ACCEPTED:

CUSTOMER NAME: _____
BY: _____
TITLE: _____

VERY TRULY YOURS,

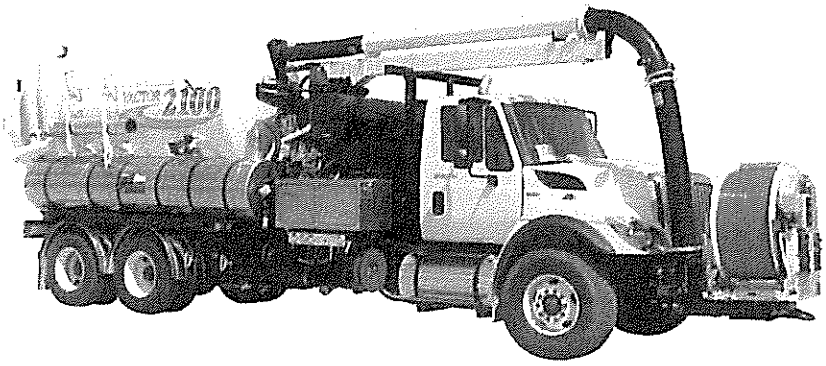
BY: Reed Davis

DATE:

Territory Manager

Presents a Proposal Summary

of the



2100 Plus

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy Duty Truck Chassis

for

City of Charleston
2150 Milford St
Charleston, SC 29405
USA

Reed Davis
Tel:

List Summary

Order Qty	Description
1	2100 Plus PD, 16" Vacuum, 12 yrd Debris, Combo
1	Additional Water, 1500 Gal Total (12 yrd)
1	80 GPM/2500 PSI in lieu of 60 GPM/2000
1	48w x 22h x 24d Curbside Toolbox
1	Aluminum Fenders
1	Mud Flaps
1	Electric/Hydraulic Four Way Boom
1	Color Coded Sealed Electrical System
1	Remote Pendant Control With 35' Cord
1	Vansco Electronic Package
1	Double Acting Hoist Cylinder
1	2" Y-Strainer with 25' Fill Hose
1	Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects
1	Ex-Ten Steel Cylindrical Debris Tank
1	Flexible Hose Guide
1	(3) Nozzles with Carbide Inserts w/Rack
1	Suction Tube Storage - 4 Pipe
1	1" Nozzle Pipe
1	Flat Rear Door w/Hydraulic Locks
1	Dual Stainless Steel Float Shut Off System
1	SS Microstrainer Prior to Blower
1	Debris Body Vacuum Relief System
1	Debris Deflector Plate
1	60" Dump Height
1	Additional Water Tank Sight Gauge
1	Liquid Float Level Indicator
1	3" Y-Strainer @ Water Pump w/3" Drain Valve
1	Performance Package
1	1" Water Relief Valve
1	Midship Handgun Coupling
1	Side Mounted Water Pump
1	Hose Footage Counter Front Side of Hose Reel - Mechanical
1	Hose Reel Manual Hyd Extend/Retract
1	Hose Reel Chain Cover
1	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity
1	Hydraulic Tank Shutoff Valves
1	Tachometer/Chassis Engine w/Hourmeter
1	Water Pump Hour Meter
1	PTO Hour Meter
1	Tachometer & Hourmeter/Blower
1	Circuit Breakers
1	LED Lights, Clearance, Back-up, Stop, Tail & Turn

1	Tow Hooks, Front
1	Tow Hooks, Rear
1	Electronic Back-Up Alarm
1	8" Vacuum Pipe Package
1	Emergency Flare Kit
1	Fire Extinguisher 5 Lbs.
1	Module Paint, DuPont Imron Elite - Wet on Wet
1	Debris Body Washout
1	6" Rear Door Butterfly Valve, 3:00 position
1	6" Decant System w/Knive Valve, Curbside
1	Centrifugal Separators (Cyclones)
1	Folding Pipe Rack, Curbside, Hydraulic
1	Rear Door Splash Shield
1	Lube Manifold
1	Plastic Lube Chart, included with Lube Manifold
1	Low Water Light w/Alarm and Water Pump Flow Indicator
1	Air Purge
1	Hot Shift Blower Drive
1	Blower High Temp Safety Shutdown
1	180 deg. 5 x 5 Extendable/Telescoping Boom
1	Front Joystick Boom Control
1	Boom Hose Storage, Post for 5 x 5 Boom
1	Bellypack Wireless Controls, including hose reel controls
1	Rotatable Boom Inlet Hose, 5 x 5 Boom
1	Jet Rodder Water System Accumulator
1	Hydro Excavation Kit/Retract Reel w/50' Hose and Nozzle
1	600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD
1	Hose Wind Guide (Dual Roller), Auto, Non-Indexing with Pinch Roller
1	Handgun Hose Reel w/Spring Retract
1	Rodder Pump Drain Valves
1	Hydraulic Oil Temp Alarm
1	Rear Directional Control, Split LED Arrow Traffic Controller, 10 Lights
1	Strobe Light, LED, Rear, Federal Signal, Amber
1	DOT 3 Lighting Package, 5 Federal Signal Strobe Lights, LED
1	Rear Bumper Strobes, Two 5" Fed Sig Amber LED Strobes
1	Worklights (2), LED, 5 x 5 Boom
1	Camera System, Front, Rear and Both Sides
1	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
1	Long Handle Tool Storage
1	Toolbox, Behind Cab - 16w 30h x 96d
1	Vactor 2100 Plus Body Decal, Multi-Colored
1	Vactor/Guzzler Logos - Applied
1	Vactor Standard Manual and USB Version - 1 + Dealer
1	1" x 15' Leader Hose Assembly
1	(1) Hydrant Wrench

1	Chassis Modifications Charges
1	Vactor Supplied Chassis, Tandem Axle, 2016 Kenworth T440 6x4, 370 HP, Auto, 66,000 GVWR, 2013 Emissions
1	Freight Charges

Chassis Source - Vactor Supplied
Module Paint Match Cab - No
Module Paint Color - Blue
Module Paint Color Code - N4636H
Cab Color - Silver
Cab Color Code -
Door Stripe Color - None
Certified Unit Weight Required? - No

Chassis Note: None

Factory Price: $394,564.57
Price indicated includes approved Special Requests

Price valid for 30 Days from date of 1/11/2016

PROPOSAL DATE: 1/11/2016
QUOTE NUMBER: 2016-14307
Price List Date: 1/1/2016
PO NUMBER:
QTY: _____ Customer Initials:_____

PAYMENT TERMS:

PROPOSAL NOTES:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will requires a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX, Series and Jetters	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs against any factory defect in material or workmanship.
2100 Series and HXX only	5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.
2100 Series and Jetters	2 years - Vactor Rodder Pump on all unit serial numbers starting with 13##V#####.

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Vactor/Guzzler distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses, gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the

Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.
The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

VACTOR/GUZZLER MANUFACTURING

1621 S. Illinois Street

Streator, IL 61364

COMMITTEE / COUNCIL AGENDA

4d.)

TO: John J. Tecklenburg, Mayor

FROM: Ben Dellucci **DEPT.** Fleet Management

SUBJECT: TWO (2) 2016 FORD EXPLORER.

REQUEST: Approval to purchase two (2) 2016 Ford Explorer Trucks from Vic Bailey Ford, PO Box 3568, Spartanburg, SC 29304 SC State Contract # 4400009462.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** February 23, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Ben Dellucci	X	☐		☐
Procurement Director	X	☐		☐

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

If yes, provide the following: Dept./Div.: 062016 Account #: 58010 KCM

Balance in Account * Amount needed for this item $50994.00

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 Wharm

FISCAL IMPACT: *Using 2016 Lease Purchase Funds

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.

City of Charleston ☐ WAREHOUSE ISSUE ☐ FOR PURCHASE

REQUISITION

DISTRIBUTION - WHITE & YELLOW - PURCHASING
PINK - REQUISITIONER FILE

WHEN USED AS WAREHOUSE REQUISITION 2ND COPY WILL BE RETURNED AT TIME OF DELIVERY W/PRICING.

SUGGESTED SUPPLIERS
Vic Bailey Ford
501 EAST Daniel Morgan Ave
Spartanburg SC 29304

[ ] Disadvantaged Bus. [ ] Woman Bus.

No. PR 1094
(NOT FOR USE AS A P.O. NO.)

DATE OF REQUISITION 2/5/14

PURCHASE ORDER NO.

DATE OF PURCHASE ORDER

SHIP TO:

CITY OF CHARLESTON
FLEET OPERATIONS
2150 MILFORD ST
CHARLESTON, SC 29405

DEL. DATE	F.O.B.	TERMS	INV. NO.(S)	ACCOUNT NO.	DOLLAR LIMIT
				062016-5810	

ITEM NO.	QUANTITY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	EXT PRICE
	2			2016 Ford Explorer F/P	24855.00	49710.00
				Deduct - Trailer Tow Package	-280.00	-560.00
				Deduct - Aux Power Connection	-68.00	-136.00
				4 Corner LED strobe system	595.00	1190.00
				FMVSS safety kit	95.00	190.00
				STATE TAX	300.00	
				TOTAL	25497.00	
				STATE contract # 4400009442		
				Exterior - white		
				Interior - Gray		
				for		
				1 - Stormwater		
				1 - T&T		
					STATE TAX	600.00
					TOTAL	50994.00

CITY OF CHARLESTON
BEN DELLUCCI/FLEET MANAGER

REQUISITIONER/TITLE

AUTHORIZED APPROVAL/TITLE

APPROPRIATION APPROVAL

PUR 100 - REV. 9/92

SUV-3: Truck, 4x4/4x2 or All Wheel Drive Utility, Intermediate, 4-Door, Flex-Fuel

Contract Number:	**4400009462**	Contractor:	**Vic Bailey Ford, Inc.**
Initial Contract Term:	11/1/14 – 10/31/15	Address:	501 East Danile Morgan Ave Spartanburg, SC 29304
Contract Rollover Dates:	11/1/15 – 10/31/16	Vendor #:	7000079092
Order Cutoff Date:		Contact:	**David Vetter**
Model:	**Ford Explorer**	Email:	dvetter@vicbaileyauto.com
Commodity Code:	07202	Telephone:	**(864) 585-3600**
Delivery:	75 days ARO	Fax:	(864) 594-6802

BASE PRICE = $24,855.00

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

Optional Additions:

4x4 with Skid Plate Package.....$2,116.00

Optional Deductions:

Auxiliary Power Connection – Standard State Spec.....$68.00
Auxiliary Power Outlet – Standard State Spec.....Factory Standard
Trailer Towing Package – Standard State Spec.....$280.00

Return to Index

Vic Bailey Ford				
David Vetter 864.585.3600 or 800.922.1365				
Truck, 4x2 / 4x4 or All Wheel Drive Utility, Intermediate, 4-Door, Flex Fuel				
Contract#: 4400009462				
2016 Ford Explorer Base Trim 100A				
Standard Equipment Included:				
3.5L Ti-VCT 6-Cylinder Engine	Power Steering			
Automatic Transmission	Power Brakes			
A/C	Cruise Control			
AM/ FM Radio	Power Door Locks			
Cruise Control	Power Windows			
Floor Mats (Front & Rear)	Trailer Tow Pacakge			
SC STATE CONTRACT PRICE:			**$24,855.00**	
STATE TAX			$300.00	
Deduct Trailer Tow Package			-$280.00	(Deduct)
Auxiliary Power Connection			-$68.00	
4-Corner Flashing Strobe System - LED's			$595.00	
FMVSS Safety Kit (Fire Ext., Triange and First Aid Kit)			$95.00	
TOTAL			**$25,497.00**	

COMMITTEE / COUNCIL AGENDA

4e.)

TO: John J. Tecklenburg, Mayor

FROM: Ben Dellucci **DEPT.** Fleet Management

SUBJECT: (8) 2016 INTERNATIONAL WORKSTAR CAB/CHASSIS

REQUEST: Approval to purchase eight (8) 2016 International Cab/Chassis with Scow Body from Carolina International Trucks, Inc. , 1619 Bluff Rd., Columbia, SC 29201. SC State Contract #4400009449

COMMITTEE OF COUNCIL: Ways & Means **DATE:** February 23, 2015

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Ben Dellucci	X	☐	B J Dellucci	☐
Procurement Director	X	☐	Gary Cox	☐

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

If yes, provide the following: Dept./Div.: 062016 Account #: 58010

Balance in Account * Amount needed for this item $662144.00 KCM

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 Wharm

FISCAL IMPACT: *Using 2016 Lease Purchase Funds

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.

City of Charleston ☐ WAREHOUSE ISSUE ☐ FOR PURCHASE

REQUISITION

DISTRIBUTION - WHITE & YELLOW - PURCHASING
PINK - REQUISITIONER FILE

WHEN USED AS WAREHOUSE REQUISITION 2ND COPY WILL BE RETURNED AT TIME OF DELIVERY W/PRICING.

SUGGESTED SUPPLIERS

Carolina International Truck Inc
1619 Bluff Rd
Columbia SC 29201

[ ] Disadvantaged Bus. [ ] Woman Bus.

No. PR 1099
(NOT FOR USE AS A P.O. NO.)

DATE OF REQUISITION 2/5/14

PURCHASE ORDER NO.

DATE OF PURCHASE ORDER

SHIP TO:

CITY OF CHARLESTON
FLEET OPERATIONS
2730 MILFORD ST
CHARLESTON, SC 29405

DEL DATE	F.O.B.	TERMS	INV. NO.(S)	ACCOUNT NO.	DOLLAR LIMIT
				062016-58010	

ITEM NO.	QUANTITY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	EXT PRICE
	8			2017 7300 SBA 4x2 Chassis W 27 Yard Debris Body	82468.00	659744.00
				As Per Spec's		
				State contract # 4400009449		
				Chassis - Black, CAB - White Body - Green		
				STATE TAX	300.00	
				TOTAL	82768.00	
				Env. Services		
					STATE TAX	2100.00
					TOTAL	$662144.00

CITY OF CHARLESTON
BEN DELLUCCI/FLEET MANAGER

REQUISITIONER/TITLE

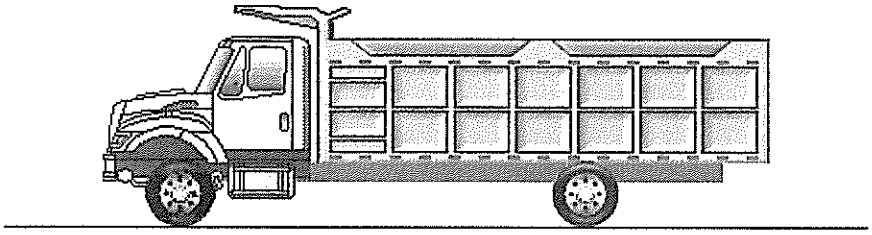
AUTHORIZED APPROVAL/TITLE

APPROPRIATION APPROVAL

PUR 100 - REV. 9/92

Prepared For:
City of Charleston-Fleet Operations
Ben Dellucci
2150 Milford St.
Charleston, SC 29405-9418
(843)724 - 7391

Presented By:
CAROLINA INTERNATIONAL TRUCKS, INC
Edmond Jones
1619 BLUFF RD
COLUMBIA SC 29201 -
(803)799-4923



Model Profile
2017 7300 SBA 4X2 (SA615)

APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 33000. Calc. GVWR: 33000 Calc. Start / Grade Ability: 22.84% / 0.90% @ 55 MPH Calc. Geared Speed: 96.7 MPH
DIMENSION:	Wheelbase: 209.00, CA: 141.90, Axle to Frame: 71.00
ENGINE, DIESEL:	{Cummins ISB 240} EPA 2010, 240 HP @ 2400 RPM, 560 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 240 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends Gear Ratio: 4.33
CAB:	Conventional
TIRE, FRONT:	(2) 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply
TIRE, REAR:	(4) 11R22.5 G622 RSD (GOODYEAR) 497 rev/mile, load range G, 14 ply
SUSPENSION, RR, SPRING, SINGLE:	Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring
PAINT:	Cab schematic 100GN Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
SA61500	Base Chassis, Model 7300 SBA 4X2 with 209.00 Wheelbase, 141.90 CA, and 71.00 Axle to Frame.
12EES	ENGINE, DIESEL {Cummins ISB 240} EPA 2010, 240 HP @ 2400 RPM, 560 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 240 Peak HP (Max)
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1LLA	BUMPER, FRONT Steel, Swept Back
1WGS	WHEELBASE RANGE 189" (480cm) Through and Including 256" (650cm)
2ARW	AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
3ADC	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 12,000-lb Capacity; With Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
4722	DRAIN VALVE {Bendix DV-2} Automatic; With Heater; for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4JCG	BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. Long Stroke Brake Chambers
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
5AAA	STEERING COLUMN Stationary
5CAL	STEERING WHEEL 2-Spoke, 18" Diam., Black
5PSA	STEERING GEAR {Sheppard M-100} Power
7BEM	EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MEP	BATTERY SYSTEM {International} Maintenance-Free (2) 12-Volt 1300CCA Total
8RKB	RADIO {Panasonic CQ120} AM/FM, Includes Multiple Speakers, Includes Auxiliary Input
8VAY	HORN, ELECTRIC Disc Style
8VUL	BATTERY BOX Steel With Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Left Side Back of Cab
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WML	HEADLIGHTS Long Life Halogen; for Two Light System

Code	Description
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened
8XGT	TURN SIGNALS, FRONT LED, Includes LED Side Marker Lights, Mounted on Fender
9HBM	GRILLE Stationary, Chrome
9WAC	BUG SCREEN Front End; Mounted Behind Grille
9WBC	FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10WJH	PROMOTIONAL PACKAGE Government and Municipal Silver Package; Two Year Limited Subscription of On-Command Service Information (Formerly Fleet ISIS), and On-Command Parts Information (Formerly Fleet Parts Catalog), Requires Specific Feature Combinations
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed
12UPB	FEDERAL EMISSIONS {Cummins ISB} EPA, OBD and GHG Certified for Calendar Year 2016
12UWY	RADIATOR Cross Flow, Series System; 1228 Sqln Aluminum Radiator Core and 1167 Sqln Charge Air Cooler
12VBC	AIR CLEANER Single Element
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for Cummins ISB Engines
13AVG	TRANSMISSION, AUTOMATIC {Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil, for Automatic Transmissions
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WYR	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, with EcoCal and Dynamic Shift Sensing (FuelSense Basic)
14ANV	AXLE, REAR, SINGLE {Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends . Gear Ratio: 4.33

Code	Description
14VAH	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring
15LLY	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail 66" Back of Cab
15LMN	FUEL/WATER SEPARATOR {Racor 400 Series,} 12 Volt Pre-Heater, with Primer Pump, and WIF Sensor
15SRE	FUEL TANK Top Draw; D-Style, Non-Polished Aluminum, 19" Deep, 50 U.S. Gal., 189 L Capacity, with Quick Connect Outlet, Mounted Left Side, Under Cab
15WDG	DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional
16HBA	GAUGE CLUSTER English With English Electronic Speedometer
16HGH	GAUGE, OIL TEMP, AUTO TRANS , for Allison Transmission
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16HLJ	GAUGE, DEF FLUID LEVEL
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SEE	GRAB HANDLE Chrome; Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar
16SML	SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, Less Under Seat Storage Compartment
16SNA	MIRRORS (2) {Lang Mekra} Rectangular, Black Heads, Brackets and Arms, Breakaway Type, 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster
16WJS	INSTRUMENT PANEL Center Section, Flat Panel
16WKY	HVAC FRESH AIR FILTER
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door
16WRX	CAB INTERIOR TRIM Deluxe
16WSK	CAB REAR SUSPENSION Air Bag Type
27DPX	WHEELS, FRONT DISC; 22.5" Painted Steel, 2-Hand Hole 10-Stud (285.75MM BC) Hub Piloted Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and Steel Hubs
28DPM	WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 2 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and With Steel Hubs
7372138102	(4) TIRE, REAR 11R22.5 G622 RSD (GOODYEAR) 497 rev/mile, load range G, 14 ply
7372138107	(2) TIRE, FRONT 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply
	Services Section:
40115	WARRANTY Standard for WorkStar 7300/7400 (4x2, 4x4, 6x4, 6x6), Effective with Vehicles Built January 2, 2015 or Later, CTS-2002U
40KDT	SRV CONTRACT, EXT CMMS ENGINE {Cummins} To 60-Month/200,000 Miles (320,000 km), Extended Cummins ISB Engine Coverage, Protection Plan 1, (Truck Application Only)
40KGD	SRV CONTRACT, EXT CMMS AFTR {Cummins} To 60-Month/200,000 Miles (320,000 km), Extended Cummins ISB Aftertreatment Coverage, With Equal or Greater Duration Purchased of Protection Plan 1 (Truck Application Only)

Code	Description
1	W&W BODY COMPANY - 16' SCOW BODY, PER SPEC (SEE ATTACHED)
	STATE CONTRACT FEE

Financial Summary
2017 7300 SBA 4X2 (SA615)

(US DOLLAR)

Description		Price
Net Sales Price:		$82,768.00
Memo Item(s):		
Total Taxes:	$300.00	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

Please note the following -

THIS QUOTE INCLUDES SOUTH CAROLINA SALES TAX

THIS QUOTE INCLUDES BODY QUOTE FROM W&W BODY COMPANY

THIS QUOTE IS PER UNIT

THIS QUOTE IS FOR 2017 CHASSIS, AND IS BASED ON SOUTH CAROLINA STATE CONTRACT #4400009449

Approved by Seller:

Official Title and Date

Authorized Signature

CAROLINA INTERNATIONAL TRUCKS, INC
1619 BLUFF RD
COLUMBIA SC 29201 -
(803)799-4923

This proposal is not binding upon the seller without Seller's Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor

FROM: Stephen A. Bedard **DEPT.** BFRC

SUBJECT: POLICE DEPARTMENT- SC DEPARTMENT OF PUBLIC SAFETY

REQUEST: To accept the 2015 SC Department of Public Safety Victims of Crime Act Grant in the amount of $2,780 for outfitting the Family Violence Reception Center

COMMITTEE OF COUNCIL: W&M **DATE:** February 23, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	✓		[signature]	☒
Cap. Proj. Cmte. Chair				
Police Department	✓		[signature]	
Grants Manager	✓		[signature]	

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: [signature]

FISCAL IMPACT:

City match of $695 is required.

Mayor's Signature: [signature]

John J. Tecklenburg, Mayor

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

South Carolina Department of Public Safety

Office of Highway Safety and Justice Programs

January 13, 2016

JAN 19 2016

The Honorable Joseph P. Riley, Jr.
Mayor
City of Charleston
80 Broad Street
Charleston, South Carolina 29401

RE: Victims of Crime Act Program Grant No. 1V14115
FVU Family Reception Room & Advocacy Service Enhancement

Dear Mayor Riley:

I am pleased to provide you with a grant award approved by this office in the amount of $2,780 for the above-referenced grant project. To complete the contract for this award, it is necessary for you, as the Official Authorized to Sign, to return the original grant award with an original signature within 30 days from the date of this award. The signed original should be sent to:

Ms. Daphne B. Shook, Senior Accountant
S.C. Department of Public Safety, Accounting-Grants
Post Office Box 1993, Building D, Floor 1
Blythewood, South Carolina 29016-1993

The *Request for Payment/Quarterly Fiscal Report* can be found on our website at www.scdps.gov/ohsjp/oag.asp. The *Programmatic Progress Report* with due dates and periods covered can be found in the Office of Highway Safety and Justice Program's Grants Management Information System (GMIS). If you have any questions please contact Barbara Jean (B.J.) Nelson at 803-896-8712. Congratulations on your award.

Sincerely,

Phil Riley
Director

PR:vfc
Enclosures
c: Ms. Catrice Smalls
VOCA Official File

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS
POST OFFICE BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

GRANT AWARD

Subgrantee:	Charleston Police Department		
Grant Title:	FVU Family Reception Room & Advocacy Service Enhancement		
Grant Period:	1/1/2016 - 9/30/2016	Date of Award:	January 1, 2016
Amount of Award:	$2,780	Grant No.:	1V14115

In accordance with the provisions of the Victims of Crime Act of 1984, 42 U.S.C. 10601, et seq, CFDA No. 16.575, and on the basis of the application submitted, the South Carolina Department of Public Safety hereby awards to the foregoing Subgrantee a grant in the federal amount shown above, for the projects specified in the application and within the purposes and categories authorized for Victims of Crime Act grants.

This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the grant award. By accepting this grant award the subgrantee certifies that the federal and state conditions are fully understood by the subgrantee and will be complied with, including the applicable provisions of VOCA, the Program Guidelines, and the requirements of the OJP Financial Guide, effective edition. The VOCA Program Guidelines may be downloaded at www.ojp.usdoj.gov/ovc/scad/guides/vaguide.htm. The OJP Financial Guide may be downloaded at www.ojp.usdoj.gov/financialguide/index.htm.

Payment of Funds: Grant funds will be disbursed to subgrantees (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended; i.e., invoices, contracts, itemized expenses, etc.

The grant shall become effective, as of the date of award, upon return to Accounting - Grants of an originally signed copy of this form signed by the Official Authorized to Sign in the space provided below, in blue ink. This award must be accepted within thirty (30) days from the date above, and such bi-annual and other reports required by the South Carolina Department of Public Safety must be submitted to Accounting - Grants in accordance with regulations.

ACCEPTANCE FOR THE SUBGRANTEE

Signature of Official Authorized to Sign

John J. Tecklenburg

ACCEPTANCE FOR THE SFA

Ed Harmon, Justice Programs Administrator
Office of Highway Safety and Justice Programs

Phil Riley, Director
Office of Highway Safety and Justice Programs

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED AND THE TERMS AND CONDITIONS CONTAINED IN THE APPLICATION PAGES.

SPECIAL CONDITIONS

SUBGRANTEE: Charleston Police Department

GRANT TITLE: FVU Family Reception Room & Advocacy Service Enhancement

GRANT NO: 1V14115

AWARD DATE: January 1, 2016

ALL SPECIAL CONDITIONS MUST BE COMPLETED OR ACKNOWLEDGED IN WRITING AND APPROVED WITHIN THIRTY (30) DAYS OF THE PROJECT START DATE AND PRIOR TO ANY COMMITMENT, OBLIGATION, OR DISBURSEMENT OF FUNDS UNLESS SUBGRANTEE RECEIVES PRIOR APPROVAL OF THE OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS. SUBMIT THE ATTACHED CHECKLIST AND ATTACHMENTS TO ACKNOWLEDGE SPECIAL CONDITIONS.

1. This award is contingent upon the approval and availability of funds from the federal funding agency.
2. All grant-funded personnel, and the Project Director, shall view the civil rights training presentation located at www.scdps.gov/ohsjp within 30 days from the date of the award. After completing the presentation, each viewer must sign a document (sample provided by the OHSJP) stating the agency, as a whole, has read, understood, and will comply with all items mentioned in the presentation, and that the agency, as a whole, understands that compliance is mandatory agency-wide if the agency receives any federal funds whatsoever. Submit the original signed document as part of the response to special conditions, and retain a copy for your files.
3. Plan, draft, execute, and submit a Memorandum of Agreement (MOA) with all agencies listed in the Interagency Coordination Section on Page 8 of the application. This MOA may be written to span more than one grant project period, up to 36 months. Should your agency choose the 36-month option, the following conditions will apply: If there have been no substantial changes to scope of work, agencies included, or agency heads, then submit a letter on agency letterhead to that effect. If there have been substantial changes, a new MOA must be executed and submitted within 60 days of the date of award. Sample documents are available online.
4. Submit executed pages 27 and 28 of the original application with original signatures in blue ink. Should any of the listed persons on pages 27 and 28 change at any time during the life of the project, the agency will need to change the information on the affected pages in GMIS, print a hard copy, obtain new signatures in blue ink, and submit to Accounting-Grants within ten (10) days of the event change. Be advised that the predominance of information, notifications, approvals, denials, and requests will be sent via email using the address listed for the Project Director. Notify OHSJP-VS if your email address changes from the initial application. Emails will normally only be sent to the owner of the application, the Project Director, or the Official Authorized to Sign.
5. Submit your agency's IRS certification of 501(c)3 status.
6. Submit an original signed statement on agency letterhead, signed by the President or Chair of the Board of Directors in blue ink, which clearly outlines approval of the grant application submission and the intent to support the endeavors of the project to the fullest extent.
7. Submit an organizational chart for your agency with the following information either included in the chart itself or as a document that cross-references the chart: Position title to match grant award designation, full name of funded person in the position (if this is a new position or it is vacant, mark as such), the amount of actual salary paid to that person, and which funding sources (VOCA,

VAWA, FVPSA, or other specific sources) are used to supply funding for each individual staff member. Executive Directors may be exempt if no federal funds are used to support their salary. Please indicate this on the organizational chart or support document.

8. Submit a volunteer job description. This is a requirement for all VOCA grants, and a requirement if the project uses in-kind volunteer match.

9. All staff and volunteers must read the grant application, especially pages 12-14 and 16 of the application, and sign a document that states they have read, understood, and will comply with the goals and scope of the project. Submit a copy of said document along with the response to special conditions.

10. Final grant revisions are requested to be submitted by July 31. Revisions submitted after this date must have thorough justification as to why the revision is needed for the success of the project. Revisions must be completed online via GMIS. Every change made to the original application, or subsequent revisions, is considered a revision and will require you to create a revision, and justify the revision. Should you need assistance, please contact your program staff.

11. The subgrantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the SFA. Failure to comply could result in a hold being placed on the grant and/or repayment to the subgrantee of the cost deemed unallowable. Reports and other required documentation must be submitted in a timely fashion to ensure no holds are placed.

12. If any of the persons signing on pages 27 or 28 checked "yes" in the box on the signature pages that indicates the person(s) are bonded, submit a copy of the most recent declarations page of your agency's insurance policy that shows professional liability insurance (PLI), also called professional indemnity insurance (PII), but more commonly known as errors & omissions (E&O) insurance.

13. The grantee agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; pre-trial diversion programs not approved or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.

14. Please review your objectives and corresponding performance indicators on page 13 of the grant application. Should your agency consider that the current objectives/indicators are: a) no longer applicable to your project success, or b) unable to be completed given the funds available, please revise and resubmit. Your objectives must include quantified statements of expected results. If not, the objectives must be restated to describe the goals of the project in terms of measurable events that can be realistically expected. Please note that some subgrantees will be special conditioned to remove or revise objectives/indicators that address unallowable activities or populations.

15. Please be advised that quarterly progress reports containing information about your project activities will be required. Due dates are May 15, August 15, and November 15. Failure to submit any required report in a timely manner will result in a delay in reimbursements.

SPECIAL CONDITIONS

16. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act and the Omnibus Crime Control and Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice has issued guidance for grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

17. Executive Order 13279, Executive Order 13559, and the U.S. Department of Justice's (USDOJ) regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, prohibit recipients from using DOJ financial assistance on inherently (or explicitly) religious activities and from discriminating in the delivery of services on the basis of religion. Therefore, programs or activities that are considered inherently (or explicitly) religious activities are not allowable for grant funding. In addition the USDOJ has determined that twelve-step recovery programs are considered inherently (or explicitly) religious activities under federal civil rights laws. A document containing Frequently Asked Questions (FAQ) has been developed to provide guidance for State Funding Agencies and sub-recipients implementing USDOJ financial assistance on the conditions under which they may offer twelve-step recovery programs consistent with federal civil rights laws as part of the services that they provide. The FAQ may be found on the OJP's Office for Civil Rights' website at www.ojp.usdoj.gov/about/offices/ocr.htm. If you have any questions, please contact the Office for Civil Rights at (202) 307-0690.

18. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the U.S. Department of Justice encourages recipients and sub-recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19. Please be advised that any approved revisions to this project that add new expense items or costs may incur additional special conditions. The revision form comment box will contain alerts concerning your revision. Additional special conditions will be sent to you shortly after the revision is approved and must be addressed and submitted to Accounting – Grants within ten (10) days of the approval date.

20. All recipients (other than individuals) of awards of $25,000 or more under this solicitation, consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA), will be required to report award information on any awards totaling $25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipients.

21. Reduce the Grantor Amount to $2,780 and the Match Amount to $695. Revise and resubmit corrected grant budget pages 1-6 via GMIS. If other pages are affected, please list affected pages on the revision.

22. Procurement Requirements

SPECIAL CONDITIONS

a. Purchases $2,500 and less: Purchases not exceeding $2,500 may be accomplished without securing competitive quotations if the prices are considered fair and reasonable. Subgrantee grant budget items equal to or less than $2,500 will be evaluated by SCDPS Programmatic staff at the time of grant budget approval, and only fair and reasonable costs will be approved for inclusion in the subgrantee grant budget.

b. Purchases from $2,500.01 to $10,000: On any item, including those bid in the aggregate, whose total cost is between $2,500.01 and $10,000, written solicitation of written bids/quotes from a minimum of three qualified sources of supply must be made. The award shall be made to the lowest responsive and responsible sources. Submit to the SFA for approval prior to obligation or purchase.

c. Purchases over $10,000 up to $50,000: Requires bid specification that must be submitted to the SFA prior to solicitation of written quotes, bids, or proposals. Requires solicitation of written quotes, bids or proposals that must be advertised at least once in SC Business Opportunities publication or through a means of central electronic advertising. Award must be made to the lowest responsive and responsible source or when a when a Request for Proposal is used, the highest ranking offer. Submit to the SFA for approval prior to obligation or purchase.

d. Purchases over $50,000: Please contact Accounting - Grants Program staff for guidance prior to any obligation of grant funds.

Civil Rights Training
Certification Letter

Agency Name: City of Charleston - Police Date: 2/2/2016

Grant # - 1V14115 Project Title: FVU Family Reception Room

The following personnel have completed the civil rights training presentation located on the South Carolina Department of Public Safety's website. This document certifies that the names listed below have read, understood, and will comply with all items mentioned in the presentation, and that the agency as a whole understands that compliance is mandatory agency-wide if it receives any federal funds.

Catrice Smalls

Signature of **Project Director**

Catrice Smalls

Printed Name

SPECIAL CONDITIONS

To Be Completed by Subgrantee				For Administrative Use Only		
	Special Condition	Action	Initials	Assigned To	Cleared By	Date
1.	Funding Contingent Upon Federal Award	Acknowledge		N/A		
2.	Civil Rights Training	Complete & Submit Signed Document		P		
3.	Memorandum of Agreement	Submit Document		P		
4.	Pages 27 and 28 of Application	Submit Originals with Original Signatures in Blue Ink		A		
5.	IRS Certification	Submit Agency's IRS Certification of 501(c)3 Status		P		
6.	Board Letter	Submit Originally-Signed in Blue Ink Letter from Board Chair		P		
7.	Organizational Chart	Submit Document		P		
8.	Volunteer Job Description	Submit Document		P		
9.	Staff/Volunteers Read Pgs. 12-14 and 16 of Application	Submit Document		P		
10.	Deadline for Final Revisions	Acknowledge		A		
11.	Abide By All Terms and Conditions	Acknowledge		A		
12.	Bonding	Submit Documents		P		
13.	Do Not Compromise Victim Safety and Recovery	Acknowledge		N/A		
14.	Objectives and Performance Indicators	Update Application		P		
15.	Progress Reports	Acknowledge		N/A		
16.	LEP Compliance	Acknowledge		N/A		
17.	Equal Treatment for Faith-Based Organizations	Acknowledge		N/A		
18.	Reducing Text Messaging While Driving	Acknowledge		N/A		
19.	Additional Special Conditions	Acknowledge		N/A		
20.	Federal Funding Accountability and Transparency Act of 2006	Acknowledge		N/A		
21.	Grantor Amount	Update Application		A		
22.	Procurement Requirements	Acknowledge		N/A		
23.						
24.						
25.						

STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
VICTIMS OF CRIME ACT GRANT APPLICATION

Grant # 1V14115

App # AV15161

To Be Completed by Project Director

Section 1

County Name: 10 - CHARLESTON

Other county/counties this project will serve: 08 - BERKELEY

Section 2

Grant Period: 9 months

Begin: 1/1/2016

End: 9/30/2016

Section 3

Project Title: FVU Family Reception Room & Advocacy Service Enl

Section 4

Project Summary (max. 300 characters): This application requests funding to outfit a Family Reception Room for adult and child victims of violence at the City of Charleston Police Department. The room would feature private meeting space for adult victims to receive confidential support and space for child victims to play and relax. Currently, the CPD's Family Violence Unit (FVU) does not have space to privately host victims and their dependents. A room has now been assigned and funds are requested to properly outfit it.

Section 5

Type of Application

a. Initial

b. Year of Funds : 1

Other:(Specify)

c. Reimbursable

Section 6

a. Organization Type : City

Other:(Specify)

b. U. S. Congressional District 01

Section 7

Agency DUNS number*: (fedgov.dnb.com/webform) 077990786

Has your agency registered with Central Contractor Registration (CCR)?* **Yes** (www.sam.gov)

For **Central Contractor Registration (CCR) handbook** click here.

* This data is not required to submit this application but will become necessary for federal reporting requirements if this project is awarded.

FEIN: 57-600000226

Agency Name Charleston Police Department

Address: 180 Lockwood Drive
City: Charleston
State: South Carolina

(Please use the Name/Address above instead of this field)
Name and Address of Implementing Agency

10 Digit Zip: 29403
(Area) Phone #: 843-720-3782
(Area) Fax #: 843-579-7518

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

Section 8

BUDGET

Use whole dollars only (For example: $1,500 not $1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
Personnel	$0	$0	$0
Contractual Services	$0	$0	$0
Travel	$0	$0	$0
Equipment	$950	$238	$1,188
Renovation/Construction	N/A	N/A	N/A
Other	$1,830	$458	$2,289
TOTAL:	$2,780	$695	$3,477
b. PERCENTAGE	80%	20%	100%

Section 9

APPROPRIATION OF NON-GRANTOR MATCHING FUNDS: City

Other (Explain):

WHOLE DOLLARS ONLY **BUDGET DESCRIPTION** Page 2

MATCHING FUNDS CATEGORIES			GRANTOR	CASH	IN-KIND	TOTAL
PERSONNEL						
SALARIES Position Title	% of Time On Project	Quantity				
None			$0	$0	$0	$0
		TOTAL SALARIES:	$0	$0	$0	$0
EMPLOYER CONTRIBUTIONS (Fringe Benefits)						
Social Security & Medicare (FICA)			$0	$0	$0	$0
Retirement			$0	$0	$0	$0
Worker's Compensation Insurance			$0	$0	$0	$0
Unemployment Insurance (on first $7,000 only)			$0	$0	$0	$0
Health Insurance			$0	$0	$0	$0
Dental Insurance			$0	$0	$0	$0
Pre-Retirement Death Benefit			$0	$0	$0	$0
Accident Death Benefit (Police Officers)			$0	$0	$0	$0
Other Employer Contributions (Itemize)			$0	$0	$0	$0
TOTAL EMPLOYER CONTRIBUTIONS:			$0	$0	$0	$0
		TOTAL PERSONNEL:	$0	$0	$0	$0
CONTRACTUAL SERVICES: (Itemize - DO NOT include professional fees for doctors, psychologists, etc.)						
None			$0	$0	$0	$0
		TOTAL CONTRACTUAL SERVICES	$0	$0	$0	$0
TRAVEL: (Itemize-include mileage, airline cost, lodging, per diem, parking, car rental)						
None			$0	$0	$0	$0
		TOTAL TRAVEL:	$0	$0	$0	$0

USE WHOLE DOLLARS ONLY

BUDGET DESCRIPTION

Page 3

MATCHING FUNDS

CATEGORIES

EQUIPMENT ($1,000 or more per Unit):

(Itemize - DO NOT USE BRAND NAME.- Also, DO NOT include leased or rented items)

ITEM	QUANTITY	GRANTOR CASH	CASH	IN-KIND	TOTAL
Storage Cabinet/Cupboard	1	$950	$238	$0	$1,188
	1	$0	$0	$0	$0
	1	$0	$0	$0	$0
TOTAL EQUIPMENT:		$950	$238	$0	$1,188

RENOVATIONS/CONSTRUCTION: (Describe)

TOTAL RENOVATIONS/CONSTRUCTIONS:	N/A	N/A	N/A	N/A

Other (Itemize)

Large Lateral File Cabinet	$589	$147	$0	$737
Adult Conference Table and Chairs	$442	$110	$0	$552
Storage Clipboards	$79	$20	$0	$99
Brochure Rack	$169	$42	$0	$212
	$0	$0	$0	$0
Television	$174	$43	$0	$217
	$0	$0	$0	$0
Therapeutic Games and Accessories	$378	$94	$0	$472
	$0	$0	$0	$0
TOTAL OTHER:	$1,830	$458	$0	$2,289

BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided.

1) Personnel: None

2) Fringe Benefits: None

3) Travel: None

4) Equipment:

Storage Cabinet
The Storage Cabinet will hold games and emergency supplies for Victim Advocates and their clients and will be housed in the Family Reception Room.

5) Other:

Large File Cabinet
The file cabinet will centrally hold victim case files and partnership materials that are common to all advocates in the FVU.

Adult Conference Table and Chairs
The table will be situated in the Family Receiving Room for Advocates to conference with Victims. The City of Charleston is aware of SCDPS regulations concerning the acquisition of office supplies from SC PI.

Storage Clipboards
The Storage Clipboards will hold case files securely and confidentially while meeting with Victims in the family room. They will also assist with on-site visitations and emergency calls.

Large Brochure Rack
The mountable large brochure rack will preserve scarce surface space and make pamphlets more convenient to pull for Victims.

Therapeutic Toys and Accessories
This line item would include: a gel maze mat, sensory balls, therapy games pack, therapeutic books, play mat and toy cars, jumbo velvet coloring kit, and a board games set. This will assist the child in calming themselves and provide a fun incentive to an otherwise stressful trip. Furthermore, the toys and crafts will create a focus of interaction between an advocate and the child during assessments.

Television
The television would connect with the video game console and offer adult and child victims a diversion during long retention periods.

6) Construction: None

7) Contracts: None

Page 5

BUDGET NARRATIVE (Continued)

GRANT NO. 1V14115

Page 6

ACCEPTANCE OF AUDIT REQUIREMENTS

PLEASE NOTE: State Agencies whose annual audit is covered by the State Auditor's office do not have to complete this form.

We agree to have an audit conducted in compliance with OMB Circular A-133, whichever is applicable. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit ($500,000). If required, we will forward for review and clearance a copy of the completed audit(s), including the management letter if applicable, to:

Stephen Fulmer, Manager
Accounting - Grants
S.C. Department of Public Safety
P.O. Box 1993
Blythewood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. *Audit Period: Beginning January 1, 2016 Ending December 31, 2016

2. Audit will be submitted to Accounting - Grants by: September 30, 2017 (Date)

NOTE: The audit or written certification must be submitted to Accounting - Grants, S.C. Department of Public Safety, **no later than the ninth month after the end of the audit period.**

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite **specifically** that the audit was done in accordance with OMB Circular A-128 or OMB A-133 or in compliance with generally accepted accounting principles in accordance with the Government Auditing Standards, whichever is applicable.

Any information regarding the OMB Circular audit requirements will be furnished by Accounting - Grants, S.C. Department of Public Safety, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your grant award being delayed and/or cancelled.

PROGRAM NARRATIVE

1. ORGANIZATION DESCRIPTION: Describe your organizational activities. A copy of your organizational chart, organizational structure, agency/program brochure, relevant job descriptions, etc. must be submitted. All organizations must justify and document how they currently/or plan to provide effective services to victims. For an existing program, describe your past success with victims. If your organization is new, provide information that your organization is structured and well organized in both fiscal and programmatic areas.

TYPE OF IMPLEMENTING AGENCY: Criminal Justice - Government -- Law Enforcement

County/Counties Implementing Agency Serves: Charleston and Berkeley Counties

County/Counties this Project will Serve: Charleston and Berkeley Counties

The City of Charleston is located primarily in Charleston County but also has areas of jurisdiction in Berkeley County. The City is mainly located on a peninsula that is an urban area, but also has jurisdiction in suburban and rural areas. It encompasses 104 square miles including the peninsula; areas on James, Johns and Daniel Islands and West Ashley. The geographic make-up of the City and its appeal nationally and internationally has made Charleston a "melting pot" of cultures, races, ethnicities and religions. This diversity makes the City a great place to live but creates unique challenges for law enforcement.

The City of Charleston Police Department's Family Violence Unit (FVU) was activated in February 2009 and reorganized in 2013. Its mission is to investigate missing persons, to prosecute cases of domestic violence, child abuse, elder/vulnerable adult abuse, and sexual assault; and to provide services for victims of these crimes. The unit is now composed of (3) Victim's Advocates, (1) Sergeant, (5) Investigators, and (1) Mental Health Counselor. The Unit has a detective on duty 24 hours a day 7 days a week to assist victims of violent crime. Advocate rotate on-call duties to respond to victims' needs whenever required, day or night.

The Victim Advocates work closely with the detectives and provide on-scene support/coordination. The CPD Victim Advocates walk the victim through the legal process. They also refer the victim to other agencies in the community where the victim is able to receive needed services. The advocates strive to provide the highest level of support and services to the victims of violent crime.

These services include:
• Accompanying victims to court and advocating for their rights;
• Providing assistance with obtaining Orders of Protection and Restraining Orders;
• Accompanying victims to preliminary hearings, bond hearings, Order of Protection/Restraining Order hearings, Bond Reconsideration hearings, etc.;
• Providing referrals and resources that victims may find beneficial;
• Participating in community outreach events and speaking to various groups about domestic violence, sexual assault and dating violence;
• Assisting victims with obtaining financial assistance from the State Office of Victim Assistance for medical bills, funeral expenses, loss time from work, etc.;
• Assisting victims with relocation; and
• Assisting with the preparation of a Victim Impact Statement.

The FVU Victim Advocates have reported the following statistics, (based associated victim count recorded in RMS database, See: 2013-YTD 2015 Victim Data):

2013 - 1,638 victims
2014 - 1,874 victims
2015 - 1,396 as of 9/30/15

Violent crime rates per 100,000 citizens in the City of Charleston have seen a downward trend since 2004 despite a steady increase in population. However, the last 3 years have seen a small increase in aggravated assaults with a slight increase or continuity in the number of victims affected by these crimes. The 2015 victim count is expected to resemble 2013's victim count of 1,638 individuals.

Not surprisingly, the rate of victimization requires the full-time attention of (3) Victim Advocates and (1) Mental Health Counselor. CPD added (2) Victim Advocates (Walker and Standafer) in Spring 2013 for a total of (3) Advocates and then added the Mental Health Counselor in Winter 2014. The additional staffing increased contact opportunities and services to victims. Finally, the FVU acquired the state-funded Criminal Domestic Violence Investigator. This increased the number of referrals to the Victim Advocates.

PROGRAM NARRATIVE

II. INTERAGENCY COORDINATION: Outline exactly how your agency promotes interagency coordination in public or private efforts to aid victims of crime. Document your involvement in victims of crime organizations, task forces, coordinating groups, etc. Also, define any procedures your organization has implemented or plans to assist victims seeking assistance through the victim's compensation fund and other related organizations or victim services. If your project is funded, you will be required to submit a Memorandum of Agreement. This document must be customized for your region and signed by all agencies listed on this page.

The Victim Advocates promote interagency coordination with public and private groups and organization by providing referrals to and sharing information with various organizations whose mission is to help the victims of violent crimes.

FVU advocates connect victims with SOVA funds and other sources of assistance to support medical, burial, and other expenses. The advocates conduct a needs assessment and help in completing the application process. For victims who do not qualify for SOVA funding, the advocates will partner with local organizations to insure their needs are met.

The Victim Advocates coordinate services and resource with the following service providers and crime organizations:

- MUSC Crime Center
- City of North Charleston Police Department
- Mount Pleasant Police Department
- Ninth Circuit Solicitor's Office
- Joint Base Charleston Family Advocacy Program
- Family Services
- Charleston County Human Services Commission
- College of Charleston
- Department of Veteran Affairs
- Charleston-Dorchester Mental Health
- SC Department of Juvenile Justice

The Victim Advocates are also involved with several victim assistance task forces. These task forces include:

• Tri-County Victim Council
• Sexual Assault Response Team (SART)

PROGRAM NARRATIVE

III. VOLUNTEER COORDINATION: Outline your volunteer program, including any activities and illustrations on how the volunteer program is organized and coordinated. List the number of volunteers and how the volunteers are trained, including future plans. Attach any policies for volunteers at the end of this proposal. Even if volunteer hours are not being used as match, documentation of volunteer hours is required under the VOCA guidelines.

Indicate the number of active volunteers who will participate with this project. 2

The FVU receives 2 Bachelors in Social Work students as volunteers each academic year from its partnership with Limestone College.

These volunteers shadow advocates, assist in conducting assessments on a variety of victims, work with children, and assist parents in identifying signs of anxiety and distress in children due to exposure to violence.

PROGRAM NARRATIVE

IV. PROBLEM DEFINITION: Describe the problem exactly as it exists in your particular community. The problem definition identifies the nature and magnitude of the specific problem that you wish to address through the proposed program. In addition, analyze the causes of the problem. Remember to document the problem and not the symptoms or solutions of the problem. Document any statements with valid, updated statistical data, outlining the source/date of your information. A needs assessment for victims of crime in your local area is recommended.

The Family Violence Unit has made great strides in staffing and process streamlining. However, the physical limitations at the City of Charleston Police Department are problematic. There is not adequate space to receive and privately serve victims of crime and, only 2 of the 3 Advocates have the vehicles needed for on-site services and call-outs.

The Victim Advocates connect victims to assistance programs and prepare them for the court hearings (See: POL-Victim Advocate). However, there is no space to speak candidly with victims who often arrive with their children. The FVU is a large room with 8 cubicles staffed with advocates and investigators. It has a large table near the door that holds pamphlets and serves as meeting space for the advocate and victim (SEE: FVU PHOTO). Therefore, the conversation on needs, concerns and court processes occurs among individuals with whom the victim is unfamiliar. This could potentially stifle the victim from sharing all information and concerns. Also, photographs of injuries are taken in the hallway where other staff members and incarcerated victims are escorted. In sum, a private space would make the victim more at ease with their case advocate.

Furthermore, the space is not adequate for victims who arrive with their children. The FVU strives to be both family-forward AND family-friendly. However, children who arrive with their parent have only one end of the table and a few coloring supplies to occupy them in long and frequent meetings. It is possible that irritable and anxious children could be limiting the victims' decisions to come to the FVU. A family room that was comforting and interesting for children would allow parents to be at ease and to spend more time with their Advocates. Games and arts would allow children of every age to relax during a stressful time in their life. In addition, the FVU staffs a Mental Health Counselor that specializes in children who have experienced violence. These children may need individualized attention and assessment that could be provided by the volunteer or counselor while the parent is with an advocate or investigator. A small family room with therapeutic books and activities could assist in their recovery.

The FVU is an open space. Therefore, the investigators and advocates who are not working with a victim are exposed to additional distractions and, are unable to discuss ongoing cases with their colleagues while a victim is in the room. At times, there are victims in and out all day. Thus, investigators must conference elsewhere in the department. A family room would assist in enhancing advocate and investigator productivity while ensuring confidentiality of ongoing cases.

In regards to transportation, the CPD has managed to leverage funds to purchase 2 Chevy Equinoxes for only 2 of the 3 Victims Advocates. Ashley Standafer (See: RESUME-Standafer) is the newest Advocate and does not have a vehicle. The Advocates use their vehicles 5-6 days per week. When they are not responding to a scene with the officers or checking-in at the homes of victims, they are transporting families to temporary housing or representing the FVU at a community event. The small, unmarked SUV's are sizable enough to carry families or supplies with a nondescript, civilian appearance. The Advocate vehicles are turn-key, requiring no major alterations or wiring. If enhanced with GPS devices, the Advocates would be able to navigate to a series of calls safely and quickly. As previously indicated the CPD hosts social work interns and volunteers each year. For liability purposes, it is best if these individuals travelled with the Advocates in City-owned vehicles. Finally, the CPD fleet manager, Scott Newsome, maintains high safety standards for CPD vehicles. If awarded, a new and safe vehicle would allow Mrs. Standafer to continue to provide excellent services to victims of crime.

The mobile equipment, which includes the laptop and printer, would provide continuity and efficiency in Advocate services. In an FY14 VOCA-funded project, the CPD successfully provided 2 mobile printers and 2 laptops to 2 Advocates. The CPD would like to offer the same capabilities to the newest Advocate, as they have proved to be very useful. The laptop would be used to expedite the paperwork required to file for the victims of violent crime i.e. Order of Protection petitions. The use of laptops will enable the Victim Advocates to complete the required paperwork while they are away from the office. The mobile printer would be used by the Victim Advocate to print documents when away from the office (i.e. victims' residences, hospitals, and women's shelter).

In conclusion, a fully-outfitted family receiving room and a vehicle for the 3rd Advocate would be a practical improvement for the FVU. The vehicle and mobile devices would support safer, more efficient services for the Advocate and crime victims while, the family room would mitigate noise and privacy concerns. All budget items are one-time purchases that can be acquired within the grant's period of performance. It is for these reasons that CPD respectfully requests full funding of this proposal.

PROGRAM NARRATIVE

V. VOCA GRANT STATISTICS:

A. THESE VOCA FUNDS WILL BE USED TO:

- ☐ Expand Services into a new geographic area
- ☐ Offer new types of services
- ☐ Serve additional victim populations
- ☑ Continue existing services to crime victims
- ☐ Other

Other:(Specify)

B. CHECK THE SERVICES TO BE PROVIDED BY THIS VOCA-FUNDED PROJECT:

- ☑ Crisis Counseling
- ☑ Information and Referral
- ☐ Follow-up Contact
- ☑ Criminal Justice Support/Advocacy
- ☑ Therapy
- ☐ Emergency Financial Assistance
- ☐ Group Treatment
- ☐ Emergency Legal Advocacy
- ☐ Crisis Hotline
- ☑ Assistance in Filing Compensation Claims
- ☐ Shelter/Safe House
- ☑ Personal Advocacy
- ☐ Other:(Specify)

PROGRAM AREA: Check the program area under which your organization is applying for funds.
PLEASE CHECK ONLY THE ONE THAT BEST DESCRIBES THIS GRANT'S PURPOSE.

- ☐ Sexual Assault
- ☐ Domestic Violence
- ☐ Child Victims
- ☐ Previously Underserved Victims of Violent Crime
- ☑ Other Violent and Serious Crime/Comprehensive Multiple Services

D. IDENTIFY THE VICTIMS TO BE SERVED BY THE TYPE OF VICTIMIZATION THROUGH THIS VOCA FUNDED PROJECT.

- ☑ Child Victims of Physical Abuse
- ☑ Child Victims of Sexual Abuse
- ☐ Victims of DUI/DWI
- ☑ Victims of Domestic Violence
- ☑ Adult Victims of Sexual Assault
- ☐ Adult Survivors of Incest or Child Sexual Abuse
- ☑ Survivors of Homicide Victims
- ☑ Other Victims of Crime (Identify):

Elder Abuse Victims; Robbery Vic

E. Identify the counties this project will serve:	Charleston, Berkeley
F. Projected number of victims this project will serve:	1,636 victims/annually (3 year avg)

PROGRAM NARRATIVE

VI. PROJECT DESCRIPTION: The purpose of this section is to describe the broad goals of your program. In addition, describe a specific plan for conducting the program and a rationale for the tasks and activites to be employed to address the problem outlined in Section IV. Please outline in detail your overall program so that it is very clear to the reader what you plan to do. This documentation should include all activities from the time you initiate identifying the client to the job descriptions of all positions being funded by VOCA.

Goal 1:
To offer a calming and private environment for victims and their dependents.

Goal 2:

To increase efficiency of FVU's Advocacy services.

Plan of Action:
1) If awarded, the Victim Advocate Coordinator (Project Manager) will work with the supply sergeant, the mental health counselor, and the grants coordinator to select and initiate purchase of equipment and supplies. This purchase will be initiated no later than 2 months after the award had been accepted by City Council and facilitated and monitored by the CPD Grants Coordinator for a speedy turnaround.

2) Once received, the CPD will request City Facilities to assist in clearing, cleaning and installing the new office furniture and supplies.

3) The room will feature table space for victims and advocates to work. It will have storage and filing cabinets for case files, on-site gear, and supplies. The printed materials and brochures will be hung on the wall. Finally, one corner will be dedicated to child victims. It will feature a small table and chairs, a colorful rug, a bin of toys appropriate for a range of ages, a video console and television, and a kit for crafting.

4) The Victim Advocate vehicle and mobile electronic supplies would be selected to be as cost-efficient and comparable as the other Victim Advocates. The mobile computer, printer, 1 GPS device and the vehicle would be assigned specifically to Ashley Standafer, while the other 2 GPS devices will be assigned to the other 2 Advocates to achieve continuity of the Advocates resources and capabilities.

5) Items over $500 will be labeled and entered into the electronic inventory system.

Existing Commitment: The CPD is aware that construction and renovation are not allowable costs under the terms of the grant and will not charge these expenses to the grant. The CPD has agreed to commit the adjacent office space to serve as the family receiving room should the grant be awarded.

PROGRAM NARRATIVE

VII. PROJECT OBJECTIVES: Objectives are specific, quantified statements of expected results of the project. The objectives must be described in terms of measurable events that can be realistically expected under time constraints and resources. Objectives must be related to the problem(s) outlined in Section IV. They should describe who would do what. PLEASE DO NOT LIST ANY TASKS. There should be no more than five (5) objectives and indicators.

Objective 1.1:
To outfit a room that is suitable for receiving adult and child victims.

Objective 2.1:
Empower each Advocate with similar off-site service capabilities

VIII. PERFORMANCE INDICATORS: Based upon your measurable objectives, state exactly how each objective will be measured. Performance Indicators should be matched to your specific objectives, in a one to one ratio. Performance Indicators are activities that evaluate and document your programs as to whether each activity was successful.

Indicator 1.1.1:
-Dollars invested in outfitting room.

Indicator 2.1.1:
-No. of Advocates with a mobile computer, printer, and GPS.

Indicator 2.1.1:
-No. of Advocates equipped with a non-enforcement vehicle.

PROGRAM NARRATIVE

IX. PROJECT ASSESSMENT AND EVALUATION: In addition to performance indicators, describe any planned methods or measurement tools that will be used to demonstrate how project activities were successful. Please note that **VOCA funds may not be used** to perform any needs assessments, surveys, evaluations, and/or studies. For the purpose of this section, agency resources must be used for gathering and compiling this information.

The victim advocates will qualitatively evaluate the project based on client feedback and general observations of children. By the end of the grant period, the victim advocates will be able to note whether victims feel more at ease in the new room and whether the new layout generates a quieter working environment for advocates and investigators.

The Grants Coordinator and Senior Accountant will measure the investment and distribution of capabilities among the 3 Advocates.

X. PROJECT CONTINUATION: Do you feel that this project will be self-sufficient if federal assistance is no longer available? If no, please explain. Private non-profit agencies: 1) Are you receiving funds from City/County Council? If yes, how much will go toward the continuation of this project? If no, provide extensive, valid documentation that the project cannot be continued with other funding sources (other than these grant funds).

This proposed project is entirely self-sufficient, as creating a family room demands only a one-time equipment and supply investment. Maintaining the room will require only small replacements of brochures, books, or toys, on an as-needed basis. The FVU will be able to cover future replacement costs out of its program budget. The large, initial installation and outfitting of the room will be covered during the grant period through project funds.

The Advocate's vehicle would be turn-key, requiring no major alterations or wiring. As non-enforcement vehicles, they do not require a light bar or mounted computers. The mobile computer and scanner/printer would be transported in their case. The CPD would maintain the vehicle during and after the period of performance.

The City of Charleston will provide a 20% cash match to the total project budget.

PROGRAM NARRATIVE

XI. SOURCES OF INCOME: List the total income your agency received in the previous fiscal year and is receiving or is expecting to receive in the current fiscal year. Complete ALL the information requested below, showing total budget, including but NOT limited to victim assistance funding. You must demonstrate that at least 25% of your agency's financial support comes from non-federal sources.

SOURCE OF FUNDS (e.g., DHEC, DSS)	TYPE OF FUNDS (e.g., local, state, federal VOCA, VAWA, SVAP, Act 141 funds)	TYPE OF PROGRAM ACTIVITIES (e.g., child abuse, domestic violence)	AMOUNT OF FUNDS PREVIOUS FISCAL YEAR	AMOUNT OF FUNDS CURRENT FISCAL YEAR
See Attachement:	CITY INCOME		$0	$0
			$0	$0
			$0	$0
			$0	$0
			$0	$0
			$0	$0
			$0	$0
			$0	$0
			$0	$0
			$0	$0
			$0	$0
	TOTAL:		$0	$0

List any proposals or grant requests that you have submitted to any other agency that you anticipate receiving and that are not outlined above.

			$0	$0
			$0	$0
			$0	$0
			$0	$0
	TOTAL:		$0	$0

IMPLEMENTATION SCHEDULE

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Implementation Tasks	Person Responsible	Implementation Proposed (Proposed Quarters)				Implementation Actual Time Frame (Actual Dates)				
		1 Qtr	2 Qtr	3 Qtr	4 Qtr	1 Qtr	2 Qtr	3 Qtr	4 Qtr	Date
City Council Award Acceptance	Grants Coordinator	X								
Selection and Initiation of Puchase	Project Manager	X								
Clearing and Installation	Project Manager		X	X						
Family Room Complete and In-Us	Project Manager			X						
All Items Inventoried & Recorded	Grants Coordinator			X						

The implementation schedule is intended to give our office a proposed list of activities planned, when they are to be implemented, and the person responsible. Exact dates are not necessary in the "Implementation Proposed Time Frame" section. Please use an "X" to denote which quarter you plan to implement the activity. This schedule will be used to reflect the actual activities, dates, etc. in the "Implementation Actual Time Frame" section when the grant project is monitored.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

1. **Availability of Federal Funds**: This grant award is contingent upon availability of federal funds approved by Congress.

2. **Applicable Federal Regulations**: The Subgrantee must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations. Also, the Subgrantee must comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66 (formerly OMB Circular A-102), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3. **Allowable Costs**: The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars referenced above.

4. **Audit Requirements**: The subgrantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by the State Funding Agency (SFA) and/or any of their duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with the OMB Circular. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subgrantee has not expended the amount of federal funds that would require a compliance audit. The subgrantee agrees to accept these requirements by the completion of Page 6 of this application. **The State Funding Agency (SFA) will only pay the grant portion of compliance audit costs and only if a compliance audit is required. Funding of accounting services is not allowed.**

5. **Equal Employment Opportunity**: No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under subgrants awarded pursuant to the Act governing these funds or any project, program, activity or subgrant supported by such requirements of Title VI of the Civil Rights Act of 1964, and all applicable requirements pursuant to the regulations of the Department of Commerce (Title 15, code of Federal Regulations, Part 8, which have been adopted by the Federal Funding Agency); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Labor Regulation 41 CFR Part 60; and the Department of Justice Non-discrimination Regulations 28 CFR Part 42, Subparts C, D, E and G. The subgrantee must therefore ensure it has a current Equal Employment Opportunity Program (EEOP) which meets the requirements of 28 CFR 42.301. The Subgrantee further agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of The EEOP, as supplemented in Department of Labor Regulations 41 CFR Part 60.
The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to the SFA.

6. **Conflict Of Interest**: Personnel and other officials connected with this grant shall adhere to the requirements given below:

a. **Advice**: No official or employee of a state or unit of local government or of nongovernment grantees/subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

b. **Appearance:** In the use of these grant funds, officials or employees of state or local units of government and nongovernmental grantees/subgrantees shall avoid any action which might result in, or create the appearance of:

1) Using his or her official position for private gain;
2) Giving preferential treatment to any person;
3) Losing complete independence or impartiality;
4) Making an official decision outside official channels; or
5) Affecting adversely the confidence of the public in the integrity of the government or the program.

7. **Bonding**: It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match.

8. **Non-Supplanting Agreement**: The subgrantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled.

9. **Project Implementation**: The Subgrantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first progress report.

10. **Written Approval of Changes**: Any changes to this subgrant, which are mutually agreed upon, must be approved, in writing, by the SFA prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

Budget Revision Requirements: There will be no limit on the amount that can be expended for any one line item so as long as the total expended for the budget category does not exceed the total budgeted for the category by more than 10% and if the quantity of personnel or equipment does not change.
A budget revision will not be required unless:
a) The expanded amount in a major budget category exceeds the amount budgeted for the amount budgeted for that major budget category by 10%. The major budget categories are: Personnel, Consultant Services, Travel, Renovation/Construction, Equipment and Other.
b) The quantity of Personnel or Equipment changes.
c) An item to be purchased is not listed in the grant budget.

11. **Contract Approval Requirements**: The Subgrantee must receive approval of all contract agreements for services and products from the SFA **prior to execution.** The contract will require review and approval by appropriate staff. Every contract will identify by name all researchers, agents or vendors providing the service or product stipulated. If written approval of the contract is given, an executed copy of the contract must be submitted to the SFA prior to payment or within 30 days of signature, whichever comes first. In addition to the above requirements, consultant contractors (both individual and consulting firm) will be required to file six months progress and quarterly reports. Such reports will include an accounting of all financial transactions completed during the reporting period as well as a description of the actual services provided. Final progress, narrative and fiscal reports will be required within 30 days after the completion of the contract. The final fiscal report must contain a complete accounting of financial transactions for the entire contract period. In the final narrative report, the contractor must provide a specific statement as to the total services or products provided under the terms of the contract.

12. **Individual Consultants**: Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of $450.00 per day.

13. **Dual Employment Compensation**: Dual employment compensation must be approved by the SFA prior to contracting with consultants. An appropriate dual employment compensation form must be completed and submitted to the SFA.

14. **Sole Source Procurement**: Use of sole source procurement is discouraged. Sole source purchases will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the South Carolina Consolidated

Procurement Code. All sole source purchases will require the explicit prior written approval of the SFA.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

15. **Bidding Requirements**: The subgrantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable.

Purchases $2,500.00 and less: Purchases not exceeding $2,500 may be accomplished without securing competitive quotations if the prices are considered fair and reasonable. Subgrantee grant budget items equal to or less than $2,500 will be evaluated by SCDPS Programmatic staff at the time of grant budget approval, and only fair and reasonable costs will be approved for inclusion in the subgrantee grant budget.

Purchases from $2,500.01 to $10,000: On any item, including those bid in the aggregate, whose total cost is between $2,500.01 and $10,000, written solicitation of written bids/quotes from a minimum of three qualified sources of supply must be made. The award shall be made to the lowest responsive and responsible sources.

Please refer to the Administrative Procurement Procedures at http://www.scdps.gov/ohsjp/oag.asp/ for further information.

16. **Personnel and Travel Costs:** Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to all activities and personnel of the agency, regardless of the source funding. Travel costs: If travel costs are included in the grant application, a copy of the agency's policies and procedures manual, or the agency Board's signed minutes must be submitted with the application, specifically outlining mileage and per diem rates of reimbursement. However, reimbursable amounts for mileage and per diem must not exceed the amount approved by state guidelines, regardless of the agency's policy. Lodging costs must not exceed the federal rate established by the General Services Administration. These rates vary by location and season and are updated annually at www.gsa.gov. Attendees will only be reimbursed up to the maximum allowable rate of the GSA, excluding taxes and surcharges.

17. **Rental Cost**: The SFA will only pay the grant portion of rental costs. Grant participation in mortgage payments is unallowable. Prior to final approval of rental costs, a copy of the lease agreement must be provided to the SFA as well as the total square footage included in the rental agreement and the amount of square footage requested to be funded under this grant. The Subgrantee must request approval, in writing, when:

a. The total rental space requirement, including space for files, conference, mail, supply, reproduction and storage rooms, is in excess of 150 square feet per employee. Space required for intermittent and/or part-time employees may be included in the space requirement.

b. The rental charge exceeds $10 monthly per square foot. The subgrantee must certify in writing that the requested rental charge is consistent with the prevailing rates in the local area and shall maintain documentation in its files to support such a determination.

18. **Obligation of Grant Funds**: Grant funds may not, without advance written approval by the SFA be obligated prior to the effective date of award or approved revision. No obligations are allowed after the end of the grant period, and the final request for payment must be submitted no later than 45 calendar days after the end of the grant period.

19. **Utilization and Payment of Grant Funds**: Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Items must be in the subgrantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit.

Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation. Claims for reimbursement must be fully documented as detailed in the Request for Payment Instructions.

20. **Recording and Documentation of Receipts and Expenditures**: Subgrantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property, and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

21. **Financial Responsibility**: The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the Office of Highway Safety and Justice Programs guideline manual entitled, "Financial
and Administrative Guide for Grants."

a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.

b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.

c) The accounting system should provide accurate and current financial reporting information.

d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

e) Co-mingling of Funds: The accounting system must ensure that agency funds are not co-mingled with funds from other federal agencies. Each award must be accounted for separately. Subgrantees are prohibited from commingling funds on either a program-by-program basis or a project-by-project basis. Funds specifically budgeted and/or received for one grant may not be used to support another.

22. **Reports**: The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as the SFA may reasonably require, including quarterly financial reports, progress reports, final financial reports and evaluation reports.

23. **Program Income**: All program income generated by this grant during the project must be reported to the SFA quarterly (on the quarterly fiscal report) and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from the SFA.

24. **Retention of Records**: Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved.

25. **Property Control**: Effective control and accountability must be maintained for all personal property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subgrantees should exercise caution in the use, maintenance, protection and preservation of such property.

a. Title: Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subgrantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

b. Property Control Record Form: At the time the final request for payment is submitted, the subgrantee must file with the SFA a copy of the Property Control Record Form (provided by the SFA) listing all such property acquired with grant funds. The subgrantee agrees to be subject to a biennial audit by the SFA and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.

c. Use and Disposition: Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subgrantee shall request, in writing, disposition instructions from the SFA prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to the SFA immediately.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

26. **Performance**: This grant may be terminated or fund payments discontinued by the SFA where it finds a substantial failure to comply with the provisions of the Act governing these funds or regulations promulgated, including those grant conditions or other obligations established by the SFA. In the event the subgrantee fails to perform the services described herein and has previously received financial assistance from the SFA, the subgrantee shall reimburse the SFA the full amount of the payments made. However, if the services described herein are partially performed, and the subgrantee has previously received financial assistance, the subgrantee shall proportionally reimburse the SFA for payments made.

27. **Deobligation of Grant Funds**: All grants must be deobligated within forty-five(45) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by the SFA.

28. **Project Evaluation Report:** Any formal evaluation report must be received by the SFA not later than 45 days after the end of the reporting period.

29. **Copyright**: Except as otherwise provided in the terms and conditions of this grant, the subgrantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or state funding agency (SFA) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or SFA purposes:

a. the copyright in any work developed under this grant or through a contract under this grant; and,

b. any rights of copyright to which a subgrantee or subcontractor purchases ownership with grant support.

The federal government's rights and/or the SFA's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

30. **Cash Depositories**: Subgrantees are required to deposit grant funds in a federally insured banking institution, and the balance exceeding insurance coverage must be collaterally secured.

31. **Furniture Purchase Requirements** (For State Agencies Only): The SFA requires that furniture funded by the grant (both grantor and match) be purchased through the South Carolina Department of Corrections, Prison Industries Program (PI). The subgrantee may purchase grant funded furniture through another vendor only if, (a) PI is unable to guarantee delivery within eight (8) weeks of the placement of the order, or (b) the subgrantee receives a bid for furniture of equal or higher specifications for less than the PI cost. If (a) or (b) is utilized, the Project Director or Authorized Official must certify this process. The certification must accompany the Request for Payment for the applicable items.

Regardless of purchase source, the PI cost will be the maximum allowed by the grant. The maximum limit applies to Grantor funds and Match funds and any combination of the two. The subgrantee should contact a customer services representative at PI at 1-800-922-8121.

32. **Americans with Disabilities Act of 1990 (ADA)**: The subgrantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

33. **Compliance With Section 504 Of The Rehabilitation Act of 1973 (Handicapped):** All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its subgrantees, contractors, subcontractors, assignees or successors.

34. **Utilization of Minority Businesses:** Subgrantees are encouraged to utilized qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

35. **Confidential Information:** Any reports, information, data, etc., given to or prepared or assembled by the subgrantee under this grant which the SFA requests to be kept confidential shall not be made available to any individual or organization by the subgrantee without prior written approval of the SFA.

36. **Political Activity:** None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

37. **Debarment Certification:** The subgrantee must comply with Federal Debarment and Suspension regulations by requiring completion of "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" by subrecipients prior to entering into a financial agreement with the subrecipients for any transaction as outlined below:

a. Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is $25,000 and is a cumulative amount from all federal funding sources).

b. Any procurement contract for goods and services, regardless of amount, under which the subrecipient will have a critical influence on or substantive control over the transaction.

The subgrantee is responsible for monitoring the submission and maintaining the official document.

38. **Drug-Free Workplace Certification:** This Certification is required by the S. C. Drug-Free Workplace Act #593 of 1990 and federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989 Federal Register, **require certification by state agency subgrantees** that they will maintain a drug-free workplace. The South Carolina Drug-Free Workplace Act **requires certification** by all **subgrantees receiving $50,000 or more.** The Certification is a material representation of fact upon which reliance will be placed when the SFA determines to award the grant. False Certification or violation of the Certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.

39. **Disclosure of Federal Participation:** In compliance with Section 623 of Public Law 102-141, the subgrantee agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the Project unless the subgrantee:

a. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition; and,

b. expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned

acquisition.

The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of $500,000 or more.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

40. **Publications**: The subgrantee agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subgrantee describing programs or projects funded in whole or in part with federal funds, shall contain the following statement:

"This project was supported by Federal Formula Grant # (Please contact Program Coordinator for Number), awarded by the Office of Juvenile Justice and Delinquency Prevention, U.S. department of Justice through the South Carolina Department of Public Safety. The Assistant Attorney General, Office of Justice Programs, coordinates the activities of the following program offices and bureaus: Bureau of Justice Assistance, Bureau of Justice Statistics, National Institute of Justice, Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. A point of view or opinions contained within this document are those of the author and does not necessarily represent the official position or policies of the U.S. Department of Justice."

The subgrantee also agrees that one copy of any such publications will be submitted to the SFA to be placed on file and distributed as appropriate to other potential subgrantees or interested parties. The SFA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subgrantee.

41. **Closed-Captioning of Public Service Announcements**: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal Government shall include closed captioning of the verbal content of such announcement.

42. **Non-Profit Organization Special Requirement**: In accordance with the revised OMB Circular A-110, effective February 10, 1987, non-profit organizations shall maintain advances of federal funds in interest bearing accounts. Interest amounts earned on all advances of Federal grant funds up to $250 per fiscal year may be retained by the recipient for administrative expense. This amount is not per award but from all funds received as a result of Federal programs. Annually remit interest earned (over and above the $250 per fiscal year) on advances of Federal grant funds to the United States Department of Health and Human Services, Division of Payment Management Services, Post Office Box 6021, Rockville, MD 20852. In order to simplify compliance with this requirement, we suggest that the subgrantee have a separate bank account for funds received under this grant.

43. **Victims' Compensation Benefits**: All victims served under VOCA, VAWA or SVAP funded programs must be referred, when appropriate, for Victim's Compensation benefits. VOCA, VAWA or SVAP funds should pay for medical and counseling services only when those services are not payable under Victim's Compensation guidelines and are specifically identified within the grant.

44. **Direct Service Cost**: Only costs which are related to the provision of direct services to crime victims are allowable under VOCA, VAWA or SVAP. Community crime prevention, and legislative advocacy are examples of activities not eligible for VOCA, VAWA or SVAP funding support. (Indirect Cost is strongly discouraged.)

45. **Training**: An eligible subgrantee of crime victim assistance grant funds may only include as a budget item the reasonable cost of staff development for those persons (salaried and volunteer staff) who provide direct services to crime victims. Also included as an allowable cost are the necessary and reasonable travel expenses related to the participation of direct service staff in eligible training programs. Such costs are, however, permitted only within the state or a comparable geographic region. Approval is provided on a case by case basis, requiring prior written approval from the SFA. All SVAP grant funded personnel must attend a minimum of one (1) training directly related to Violence Against Women issues during the grant period. All conferences/trainings must receive prior written approval from the SVAP Program Coordinator. A written summary of the trainings attended must be submitted within one month from the date of the training.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

46. **Eligibility Requirements**: The subgrantee must demonstrate a record of providing effective direct services to crime victims. This includes having the support and approval of the subgrantee's services by the community, a history of providing direct services in a cost-effective manner, and have substantial financial support from non-federal sources. In order to ensure financial stability. In order to be eligible to receive VAWA funds, the subgrantee must be able to document that at least 25% of its financial support comes from non-federal sources.

47. **Fiscal Regulations**: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the SFA Guidelines or "Special Conditions" placed on the grant award.

48. **Compliance Agreement**: The subgrantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the SFA. Failure to comply could result in a "Stop Payment" being placed on the grant.

49. **Suspension or Termination of Funding**: The SFA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subgrantee for any of the following reasons:

a. Failure to comply substantially with the requirements or statutory objectives of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; Block Grants Program Guidelines issued thereunder, or other provisions of Federal Law.
b. Failure to adhere to the requirements, standard conditions, or special conditions.
c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
d. Failure to submit reports.
e. Filing a false certification in this application or other reports or documents.
f. Other good cause shown.

VICTIMS OF CRIME ACT GRANT CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (SFA) determines to award the covered transaction, grant or cooperative agreement

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over $100,000, as defined by the applicable CFR, the applicant certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable CFR –

A. The applicant certifies that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

(4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

VICTIMS OF CRIME ACT GRANT CERTIFICATIONS

3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) – APPLICABLE TO GRANTEES **RECEIVING $50,000 OR MORE AND ALL STATE AGENCIES REGARDLESS OF GRANT AMOUNT.**

As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace Act of 1988 and implemented
under the applicable CFR for grantees --

The applicant certifies that it will or will continue to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about –

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation and employee assistance programs, and

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will –

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted –

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) **–APPLICABLE TO GRANTEES RECEIVING $50,000 OR MORE.**

As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for grantees --

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

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VICTIMS OF CRIME ACT GRANT CERTIFICATIONS

GRANT NO. 1V14115

CERTIFICATION BY PROJECT DIRECTOR *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

(Please use the distinct name fields below) Name:

Prefix: Ms.

First Name: Catrice

Middle Name:

Last Name: Smalls

Suffix:

Title: Victim Advocate Coordinator

Agency: City of Charleston Police Department

Mailing Address 180 Lockwood Drive

City: Charleston

State: South Carolina

10 Digit Zip: 29403-5152

Phone Number: 843-720-2425

Fax Number:

E-Mail Address: SMALLSC@charleston-sc.gov

Signature:

Bonded: **Yes**

CERTIFICATION BY FINANCIAL OFFICER *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

(Please use the distinct name fields below) Name:

Prefix: Mr.

First Name: Stephen

Middle Name: A.

Last Name: Bedard

Suffix:

Title: Chief Financial Officer

Agency: City of Charleston

Mailing Address	116 Meeting Street
City:	Charleston
State:	South Carolina
10 Digit Zip:	29401-2260
Phone Number:	843-579-7529
Fax Number:	843-720-3901
E-Mail Address:	bedards@charleston-sc.gov
Signature:	
Bonded:	**Yes**

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VICTIMS OF CRIME ACT GRANT CERTIFICATIONS

GRANT NO. 1V14115

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

The Omnibus Appropriations Act of 1996 requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for law enforcement and/or criminal justice activities. In compliance with that mandate, I certify that the receipt of federal funds through the State Funding Agency shall in no way supplant or replace state or local funds or other resources that would have been made available for law enforcement and/or criminal justice activities.

(Please use the distinct name fields below) Name:	John
Prefix:	The Honorable
First Name:	John
Middle Name:	J.
Last Name:	Tecklenburg
Suffix:	
Title:	Mayor
Agency:	City of Charleston
Mailing Address	80 Broad Street
City:	Charleston
State:	South Carolina
10 Digit Zip:	29401-2901
Phone Number:	843-724-3739
Fax Number:	843-720-3827
E-Mail Address:	tecklenburgj@charleston-sc.gov
Signature:	

Bonded: **Yes**

* **NOTE**: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SFA APPROVAL.

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VICTIMS OF CRIME ACT GRANT CERTIFICATIONS

CHECK LIST

THE FOLLOWING IS A CHECKLIST FOR THE ORGANIZATION SUBMITTING THE PROPOSAL.

- ☑ Proposal addresses priority areas as established by guidelines.
- ☑ Documentation is included that existing program provides effective services and has adequate financial support.
- ☑ Documentation is included that project utilizes volunteers, and states approximate number of volunteers currently working.
- ☑ Documentation clearly outlines significant involvement in coordinating services with all other applicable victim organizations.
- ☑ Documentation is included that illustrates the organization assists victims in seeking victim compensation benefits.
- ☑ All appropriate signatures for the proposal have been obtained. Each of the three different official people have listed three different addresses and emails.
- ☑ **Proposal is received by 5:00 pm by due date.**
- ☑ Proposal outlines that an evaluation of victims' needs in a particular community has been or will be conducted.
- ☑ Letter from Board Chairman is included, if private non-profit.
- ☑ Organizational Chart is included.
- ☑ IRS written certification is included.
- ☑ Terms and Conditions pages have been read.
- ☑ Objectives state who, will do what, by when and also state the approximate number of victims and/or trainees who will receive services through this project.
- ☑ Statements made in "Problem Definition" section are documented with current, valid, statistical data, outlining the source/date of the information provided.
- ☑ "Source of Income" page is complete with all requested information, showing total agency income and budget, including, but not limited to, victim assistance funding.
- ☑ Job description(s) for staff/volunteer(s) who will be funded by this project, or a job description of the person using the equipment purchased by this project (if this is an equipment-only grant), is included in the proposal.
- ☑ Continuation Proposal contains documentation that efforts have been made to obtain permanent funding.

REQUEST FOR GRANT EXTENSION AND/OR REVISION

Date:

SUBGRANTEE : Charleston Police Department

GRANT TITLE : FVU Family Reception Room & Advocacy Service Enhancemen

Type of Request:

☑ Programmatic Revision

☑ Budget Revision:

☐ **1. REQUEST FOR EXTENSION**

Last Approved Grant Period:	Begin Date:	End Date:
Proposed Grant Period:	Begin Date:	End Date:

Section 1a.

JUSTIFICATION FOR PROPOSED EXTENSION:

☑ **2. REQUEST FOR BUDGET AND/OR PROGRAMMATIC REVISION**

Specific Area(s) to be revised	Current Approved Federal Amount	Requested Amount	Difference (+) (-)
Personnel	$0	$0	$0
Contractual Services	$0	$0	$0
Travel	$0	$0	$0
Equipment	$22,157	$950	$21,207
Other	$3,092	$1,830	$1,262
Total	$25,249	$2,780	$22,469

JUSTIFICATION FOR THE REQUESTED REVISION: Updating the new authorizing official and approved budget at time of award.

PAGE NUMBER(S) OF REVISED GRANT PAGES: All

3. SUBGRANTEE GRANT OFFICIAL:

Print Name:

Signature: (Signature not required for Electronic Submissions)

FOR STATE FUNDING AGENCY ONLY:

Senior Accountant

Date

Initial

Program Coordinator

Date

Initial

Availability of Funds:

Date

Initial

Comments:

CPR COMMITTEE and/or COUNCIL AGENDA

(e.)

TO: John J. Tecklenburg, Mayor

FROM: Matt Compton/ Matt Frohlich **DEPT.** Parks – Capital Projects

SUBJECT: FIRE STATION PERMANENT PACKUP POWER SYSTEMS FEMA HAZARD MITIGATION GRANT ACCEPTANCE

REQUEST: Acceptance of Federal funding in the amount of $298,688.00 for four electric backup power systems at four fire stations. This would be matched with $99,562.00 in City funding, and is for the purpose of removing the existing undersized generators and providing new permanent generator sets capable of providing full power.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** February 23, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	☐	☐	Amy Wharm	☐
Corporate Counsel	☐	☐		☐
Capital Projects Director	☒	☐		☒
~~MBE~~ GRANTS Manager	☐	☐		☐

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

If yes, provide the following: Dept/Div **Parks-Capital Projects** Acct # **051444**

Balance in Account **$99,562.00** Amount needed for this item **$99,562.00**

Project Number **CP1608**

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharm

FISCAL IMPACT: **The approval of the grant award will institute a $398,250.00 project budget. The funding sources for the project are: FEMA Hazard Mitigation Grant Funds ($298,688.00) and 2013 General Fund Reserves ($99,562.00).**

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.

U.S. Department of Homeland Security
Region IV
3003 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

`January 26, 2016

Mr. Kim Stenson, Director
South Carolina Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172

Attention: Ms. Katie Norris, State Hazard Mitigation Officer

Reference: Hazard Mitigation Grant Program (HMGP) Project DR: *4166-SC-009: Charleston Fire Department – Permanent Backup Power Systems at Stations No. 04/15, 05/10, 07, and 16.*

Dear Mr. Stenson:

I am pleased to inform you that the project referenced above has been approved for $398,250 with a Federal share of $298,688 and non-federal share of $99,562. Financial approval documents for the award are enclosed for your records.

The following is the approved Statement of Work (SOW) for the above referenced project:

The City of Charleston requests 4 electric power backup systems for 4 Fire Stations serving the City of Charleston in South Carolina. This grant request seeks to provide permanent, automatic, backup power capable of operating the entire emergency response facility at the four existing fire stations.

Fire Station No. 4/15	*162 Coming Street Charleston, SC, 29403*	*Latitude : 32.788684 Longitude: -79.941475*
Fire Station No. 5/10	*1 Nicholson Drive Charleston, SC. 29407*	*Latitude: 32.781678 Longitude: -79.984949*
Fire Station No. 7	*1173 Ft. Johnson Rd., Charleston, SC, 29412*	*Latitude: 32.724403 Longitude: -79.944926*
Fire Station No. 16	*81 Ashley Plantation Dr., Charleston, SC, 29414*	*Latitude: 32.81787 Longitude: -80.030469*

FEMA will not establish activity completion timeframes for individual subgrants. The grant award's period of performance will be 36 months from the close of the DR- 4166 application period.

This project must adhere to all program guidelines established for the Hazard Mitigation Grant Program.

For closeout of this project, the Governor's Authorized Representative shall send a letter of request to close the project programmatically and financially. The letter will include the following: the date work on the project was fully completed, the date of the Grantee's (State) final site inspection for the project, the final total project cost and Federal share, any cost underrun, a certification that reported costs were incurred in the performance of eligible work, that the approved work was completed, that the required programmatic, environmental, and any other conditions were met (including attachment of any required documentation) and that the mitigation measure is in compliance with the provisions of the Agreement Articles and this approval letter. A copy of the Grantee's final site inspection report will be enclosed with the close-out request letter. This report will contain, at minimum, all the data fields required for final site inspection reports for HMGP. The Grantee will ensure that all documentation necessary to close the project in the Property Site Inventory is also provided in the close-out request letter. For property acquisition and relocation projects, signed and dated copies of the open space deed restrictions must be provided at closeout.

Quarterly progress reports for HMGP projects are required. Please include this HMGP project in your future quarterly reports.

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP subgrantee SOW may have to be reviewed by all State and Federal agencies participating in the NEPA process.

The following Conditions apply to this project:

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- RCRA: Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
- Critical Facilities (including lift stations): Fire Station No. 4/15, Fire Station No. 7 and Fire Station No. 16
- The facility and all its attendant utilities are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. All new construction associated with the project must be protected to the 500-year flood elevation. Applicant must submit documentation to the State and FEMA documenting compliance with this

condition. Please contact your local floodplain administrator to verify this project is compliant with all local floodplain laws and ordinances.

The State (Grantee) must obtain prior approval from FEMA before implementing changes to the approved project SOW. Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- The grantee must obtain prior written approval for any budget revision which would result in a need for additional funds.
- A change in the scope of work must be approved by FEMA in advance regardless of the budget implications.
- The grantee must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.
- Any extensions of the grant POP must be submitted to FEMA 60 days prior to the expiration date.

Funds are available from the following Smartlink account. The obligated funds are available for withdrawal from Smartlink on the sub-account number **4166DRSCP0000005**. The Obligation Report is enclosed.

If you have questions or need any further information, please do not hesitate to contact either Ashanti Smith at 770-220-5236, or Carl Mickalonis at 770-220-5628, of my staff.

Sincerely,

Jacky Bell, Chief
Hazard Mitigation Assistance Branch
Mitigation Division

Enclosure:
Obligation report

FEDERAL EMERGENCY MANAGEMENT AGENCY

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Grantee
4166	9-R	0	11	1	28	SC	Statewide

Subgrantee: Charleston

Subgrantee FIPS Code: 019-13330

Project Title : Charleston FD- Backup Power Systems at 4 Fire Stations

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$298,688	$298,688	$0	$0

Project Amount	Grantee Admin Est	Subgrantee Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
$298,688	$0	$0	$298,688	01/27/2016	Accept	2016

Comments

Date: 01/27/2016 User Id: ASMITH20

Comment: 4166-009-R Aplc ID: 11 City of Charleston Fire Station Generators Fed Share: $298,688 approved. Reported on Spend Plan for Febr but released from EHP early.

Date: 01/27/2016 User Id: DVANDEW1

Comment: 4166-0009-R-DR-SC-HMGP, App ID 11, Amend 0 Action 1, City of Charleston Fire Station Generators, fed share $298,688, reported February spend plan, but released from EHP early;

Authorization

Preparer Name: ASHANTI SMITH

Preparation Date: 01/27/2016

HMO Authorization Name: DAVID VANDEWATER

HMO Authorization Date: 01/27/2016

Section VIII. Scope of Work

1. Explain how the project solves the problem your community is facing: _ We propose to install diesel generator sets with integral fuel tanks, matched automatic transfer switches, and supplemental fuel tanks. The integral tanks would be sized to provide approximately 48 hours of run time, and the supplmental tank would allow for up to another 10-12 days of continuous operation. This work will include modifications to the existing electrical system as required to connect the ATS and generator, support pedestals as needed to comply with flood elevations, and bollards to protect the equipment from vehicular damage.

2. Describe the degree to which this project will mitigate against the identified hazard. You must also include:

   a. Supporting documentation that verifies that this project does, in fact, achieve the stated level of protection. (Should also include engineering and manufacturer's specifications for all construction projects) _Preliminary assessments conducted in 2009 indicated that 80 kW generator sets would be sufficient for three of these stations (04/15, 05/10, and 16), and a 130 kW unit would be required at FS 07. Generators with these capacities would provide full back-up power at their respective facilities. These sizes were based on industry guidelines for sizing based on the 60% of the panel capacity. Another determination of size was made using a Square Foot method. For the purposes of this project, 90kW generators have been included in the budget for three stations, and a 130 kW for the other. During the development of plans, specifications, and bid documents, the Electrical Engineer will calculate the load requirements at each facility to confirm the minimum size required.

   b. A narrative that identifies the mitigation benefits and indicates that there is a reasonable expectation that future damage or loss of life will be reduced or prevented by this project. _Fire stations play a critical role in emergency response, allowing highly trained personnel and specialized equipment to be prepositioned throughout a service area. In the Southeast, it is common to think of "emergency preparedness" as "hurricane preparedness", but the recent winter storms reminded us that hazards come in all forms, and frequently arrive with little or no warning. The impacts of these events can range from short-lived and isolated to two or more weeks without utility-provided power over a widespread area.

      Our fire stations are staffed 24/7, and are very reliant upon electrical power to meet the needs of the personnel they support. Loss of power for even a short period of time has an impact, as the doors must be manually operated, slowing response times. Lack of electricity over an extended period begins to negatively impact operations. Communications with Consolidated Dispatch are routed through an on-site dedicated computer (Purvis Systems - Fire Station Alerting System) that has a battery back-up source limited to a maximum of 12 hours. HVAC systems will not operate, creating a significant occupant comfort issue for any station built after 1970 as they are not capable of efficient passive ventilation. Handheld radio chargers require power in order to keep these critical components in use. Kitchen and laundry facilities cannot be utilized without power, significantly limiting the ability to support personnel needs. In short, even a limited time without power can be difficult on the health, safety and welfare of our first responders, and an extended period can be untenable. These conditions would require that we view the affected stations as temporarily inoperable.

      Our current response to inoperable stations is to relocate any apparatus and associated personnel to the closest operable station capable of providing the necessary facilities. This has the potential to leave significant areas of the City of Charleston underserved during a period of heightened need. This project would mitigate this impact by providing full back-up power at the four identified facilities. This power capacity would allow the stations to operate as if the utility-provided power was uninterrupted.

      Fire Station No. 4 / 15 is served by overhead power lines, which are very susceptible to damage during storm events (wind, ice, hurricane, tornado) and earthquakes. As this station is in the downtown area, it is relatively close to other stations. However, the closest station is on the same power grid, and would likely be without power as well. In addition, many of the streets in the downtown area are one-way (impacting response routes and times), and the population density is much higher than suburban areas. This station

also houses a specialized compressor, one of three units used to refill the SCBA tanks used during building entry and hazardous materials responses.

Fire Station 05 / 10 is served by overhead power lines, which are very susceptible to damage during storm events (wind, ice, hurricane, tornado) and earthquakes. This station was constructed in 1974 and has no windows, significantly limiting natural ventilation. It is also home to a specialized compressor, one of three units used to refill SCBA tanks. The third compressor is located at the Daniel Island station.

Fire Station 07 is served by underground power lines, which are less susceptible to storm damage. However, the transmission lines that feed the substations are above ground, and are therefore subject to damage from storm events. In addition, this station has the potential to be isolated during a major event, particularly an earthquake, as a minimum of two bridges must be crossed to reach this station from the West Ashley area. A 20' storage container containing pre-positioned medical supplies and the makings of a basic field hospital (provided and maintained by others), is on site and connected to the building power to maintain optimum storage conditions.

Fire Station 16 is served by overhead power lines, which are very susceptible to damage during storm events (wind, ice, hurricane, tornado) and earthquakes. This station is located in a suburban area. During significant events homeowners are more susceptible to emergency incidents. Call volumes typically increase due to the increased use of alternate heat, light, and cooking resources.

3. Project Milestones: Enter the steps to be taken, the tasks to be completed over the life of the project, and the timeframe for completing each task. If some tasks are able to be completed concurrently, please note that. Please add line items to this table as necessary.

Description of Tasks	**Time Duration**
Acceptance of grant award (requires action of City Council)	6 – 8 weeks
Select / contract with Electrical Engineering consultant (utilizing the City of Charleston's "Small Contract" procurement procedures)	4 weeks
Design & Permitting, including required modifications to existing service panels, generator pad locations / design, and related site modifications.	8 – 12 weeks
Bid / contract for generators and ATS along with all required installation materials and services (requires action of City Council).	8 weeks
Installation of new generator, ATS, fuel tank, and related improvements. Assumes materials do not require special ordering.	6 – 10 weeks
Inspections / acceptance of new work (concurrent with installation)	4 weeks
List Mitigation Benefits	
Full emergency back-up power available for station.	19 years

4. Enter total project duration: 30 - 38 weeks following grant acceptance

5. Additional Comments: The intent is to utilize "off-the-shelf" components to implement this project. In the event that some of the materials are not readily available, the schedule may be affected.

Section IX
BUDGET / COST ESTIMATE

Budget / Cost Estimate

FEMA - Hazard Mitigation Grant Program
Application 4166

FS 04 / 15	$	99,375
FS 05/10	$	91,500
FS 07	$	106,750
FS 16	$	100,625
TOTAL ESTIMATED PROJECT COST	**$**	**398,250**
25% Matching Funds	$	(99,563)
75% Grant Funds	$	298,688

Item Name	Qty	Unit	Unit Cost	Extended	Notes
FS 04 / 15					
Mobilization	1	Each	$ 5,000	$ 5,000	
90 kW diesel generator	1	Each	$ 35,000	$ 35,000	Winpower DR9014
Automatic transfer switch	1	Each	$ 3,500	$ 3,500	400A
2,000 gallon auxillary diesel tank	1	Each	$ 16,000	$ 16,000	Envirosafe
Pedestal to meet flood	1	Each	$ 7,500	$ 7,500	
Misc. elec. materials & fittings	1	Allow	$ 3,500	$ 3,500	
Bollards	4	Each	$ 350	$ 1,400	
Electrical labor	80	Hr	$ 60	$ 4,800	
General labor	40	Hr	$ 40	$ 1,600	
Crane w/ rigger	1	Day	$ 1,200	$ 1,200	
			Hard Cost SUBTOTAL	$ 79,500	
		15	% Overhead	$ 11,925	Contractor overhead & profit
		10	% Soft Cost	$ 7,950	Electrical Engineering fees
		TOTAL ESTIMATED COST		$ 99,375	

FS 05/10					
Mobilization	1	Each	$ 5,000	$ 5,000	
90 kW diesel generator	1	Each	$ 35,000	$ 35,000	Winpower DR9014
Automatic transfer switch	1	Each	$ 3,500	$ 3,500	400A
2,000 gallon auxillary diesel tank	1	Each	$ 16,000	$ 16,000	Envirosafe
Misc. elec. materials & fittings	1	Allow	$ 4,500	$ 4,500	
Bollards	8	Each	$ 350	$ 2,800	
Electrical labor	80	Hr	$ 60	$ 4,800	
General labor	40	Hr	$ 40	$ 1,600	
Crane w/ rigger	1	Day	$ 1,200	$ 1,200	
			Hard Cost SUBTOTAL	$ 73,200	
		15	% Overhead	$ 10,980	Contractor overhead & profit
		10	% Soft Cost	$ 7,320	Electrical Engineering fees
		TOTAL ESTIMATED COST		$ 91,500	

FS 07

Mobilization	1	Each	$ 5,000	$ 5,000	
130 kW diesel generator	1	Each	$ 40,000	$ 40,000	Winpower DR13014
Automatic transfer switch	1	Each	$ 6,500	$ 6,500	600A
2,000 gallon auxillary diesel tank	1	Each	$ 16,000	$ 16,000	Envirosafe
Misc. elec. materials & fittings	1	Allow	$ 4,500	$ 4,500	
Concrete slab	240	SF	$ 8	$ 1,800	12x20 slab, 6" w thickened edge
Bollards	8	Each	$ 350	$ 2,800	
Electrical labor	100	Hr	$ 60	$ 6,000	
General labor	40	Hr	$ 40	$ 1,600	
Crane w/ rigger	1	Day	$ 1,200	$ 1,200	
		Hard Cost SUBTOTAL		$ 85,400	
		15	% Overhead	$ 12,810	Contractor overhead & profit
		10	% Soft Cost	$ 8,540	Electrical Engineering fees
		TOTAL ESTIMATED COST		$ 106,750	

FS 16

Mobilization	1	Each	$ 5,000	$ 5,000	
90 kW diesel generator	1	Each	$ 35,000	$ 35,000	Winpower DR9014
Automatic transfer switch	1	Each	$ 3,500	$ 3,500	400A
2,000 gallon auxillary diesel tank	1	Each	$ 16,000	$ 16,000	Envirosafe
Pedestal to meet flood	1	Each	$ 7,500	$ 7,500	
Misc. elec. materials & fittings	1	Allow	$ 4,500	$ 4,500	
Bollards	4	Each	$ 350	$ 1,400	
Electrical labor	80	Hr	$ 60	$ 4,800	
General labor	40	Hr	$ 40	$ 1,600	
Crane w/ rigger	1	Day	$ 1,200	$ 1,200	
		Hard Cost SUBTOTAL		$ 80,500	
		15	% Overhead	$ 12,075	Contractor overhead & profit
		10	% Soft Cost	$ 8,050	Electrical Engineering fees
		TOTAL ESTIMATED COST		$ 100,625	

Section IX
BUDGET NARRATIVE

BUDGET NARRATIVE

The following items are included in the cost estimate:

- **Mobilization:** Contractor's costs associated with beginning the project, including any siltation / erosion control requirements, permit fees, and equipment moving costs.

- **Diesel Generator:** Cost of the required generator, including freight and taxes, delivered to the project site. For the purposes of this estimate, a 90 kW WINPOWER DR9014 is considered a suitable product (Made in the USA) for three sites, and a 130 kW WINPOWER DR13014 was used for the fourth site. Generators will have noise-reducing, weatherproof enclosures. The new generator will be matched with the existing utility-provided voltage and phasing at each location. Equal or better will be considered during the bidding process.

- **Automatic Transfer Switch:** The generators will require an appropriately-sized automatic transfer switch (ATS), which will be provided by the generator manufacturer or a manufacturer-approved source. The ATS units will be matched with the generator output and existing utility-provided voltage and phasing.

- **2,000 Gallon Auxiliary Diesel Tank:** The generators will have a 350-gallon belly tank, providing approximately 56 hours of run time at 50% capacity. The additional fuel in this tank will extend the run time to approximately two weeks. For the purposes of this estimate, an EnviroSafe "Fireguard" tank product has been determined as a suitable product. Equal or better will be considered during the bidding process.

- **Generator Pedestal / Concrete Slab:** Elevated concrete slab or an at-grade concrete slab as required to provide secure placement of Generator and Auxiliary Diesel Tank. Elevated slabs would be used to meet the flood zone requirements.

- **Misc. Electrical Materials & Fittings:** Conduit, junction boxes, wire, fittings, etc. as required to make the necessary connections. It is anticipated that the existing panels will be utilized as-is, or modified as required outside of the scope of this project. Price determined as a percentage of overall cost, with full scope TBD during plan development.

- **Bollards:** Safety-Yellow 6" diameter steel bollards, filled with concrete and placed in substantial footings, placed so as to protect the Generator and Auxiliary Diesel Tank from accidental damage.

- **Electrical Labor:** Demolition of electrical components as required. Installation of all required hardware and wiring, ATS, and Generator connections. Exact requirements TBD during plan development.

- **General Labor:** All work related to the installation of the project components that would not be included in the specialized 'Electrical Labor' category. Includes minor building modifications, limited site work, assisting other trades, etc. as required to complete the project, with full scope TBD during plan development.

- **Crane w/ Rigger:** Fee associated with crane rental, Operator, and Rigger services. Required to place Generators (estimated weight 3,500#) and Auxiliary Diesel Tank (estimated weight 6,500#). Assumes one day per site, with crane requirements to be dependent upon the individual site constraints.

- **Overhead:** Contractor's mark-up on materials, labor burden, and sub-contracted services, typically used to cover costs associated with general operating costs, bonding, insurance, and profit. Shown as a percentage of estimated cost.

- **Soft Costs:** Design and permitting fees associated with the development of plans and specifications required to acquire permits, prepare bid documents, participate in the bid evaluation, and provide construction administration / inspection services. Shown as a percentage of estimated cost.

Section XI
DECISION-MAKING PROCESS NARRATIVE

The City of Charleston periodically undertakes assessments of existing facilities to determine and prioritize current and anticipated needs. These reviews are then used to guide the capital improvement and capital maintenance plans. In 2009, a preliminary assessment of the architectural, mechanical, and electrical systems of the existing fire stations was conducted. Many of the older stations were deemed to have inadequate or non-existent stand-by power capabilities.

These deficiencies have been addressed in order of priority, which takes into account available funding and the Fire Department's critical needs. The four stations represented in this grant are of the seven remaining stations in need of full back-up power systems. Thirteen other stations have either been improved or, in the case of newer stations, constructed with full back-up power generators. Fire Station No. 6 (Cannon Street), No. 8 (Huger Street) and No. 20 (Cainhoy) would be the three stations in need of improvement, and projects related to these stations are in various states of completion.

In general, all areas of the City of Charleston are subject to the same types of hazards (hurricane, flooding, wind events, earthquakes, etc.), and the goal is to equip each fire station with the resources required to mount a sustained response from their locations. Provision of permanent back-up power supplies will not be detrimental to any of the stations, and will certainly provide a benefit.

Impacts at each location will be limited to the sitework required to construct the concrete pad (elevated or at-grade), and all of the generators and auxiliary tanks are proposed to be located behind the existing stations. The generators are proposed to have sound-dampening enclosures, which reduce the noise levels to 68-dBa or lower (normal conversational tone). There are no impacts to the environment, nor are there any impacts to natural, cultural or historic resources.

The City of Charleston has the capacity to implement the grant program without additional material or financial assistance from this hazard mitigation grant program or other grant-based programs.

This project is based on the premise that the ability to effectively operate from these fire stations during an extended power outage is of utmost importance. The six manned apparatuses and two reserve engines serve the entire peninsula ("downtown"), half of the West Ashley area, and half of James Island – over 85,000 permanent residents and over 185,000 citizens and visitors when the secondary response areas are taken into consideration. Multiple strategic community resources are located within the "First Due Response" areas of these stations (three hospitals, including the regional trauma center, Charleston Police Department headquarters, and numerous civic facilities), as well as the central business district and key transportation corridors. Maintaining operations at these stations is critical to providing safe and timely response to emergency incidents in over half of the Cityof Charleston.

After considering the options – *No Improvement*, *Temporary Generator*, and *Permanent Generator* - this project was deemed to be the most practical, effective, and environmentally sound alternative. The "*No Improvement*" option leaves the stations without power during an outage, effectively leaving them uninhabitable. The "*Temporary Generator*" is cost effective, but

assumes that an appropriately sized generator can be obtained, delivered to the sites, and connected with some rapidity. The most important assumption for this category is the availability of the rental units, and it is assumed that there will be a minimum of 36 hours of downtime per incident. The proposed *"Permanent Generator"* addresses the lack of utility provided power and the potential lack of a temporary generator, while providing no down-time during a power outage. Note that two latter options involve the operation of a diesel generator at the stations, and the environmental impacts are considered to be equal. The *"No Improvement"* option would not have the environmental impact of operating the generator, but it would have the negative impact of potential station closures.

Section XII
MILESTONES

Maintenance services for the new permanent generator will be provided either by City of Charleston personnel (Electrical / Mechanical division employees) or by the authorized service provider of the generator manufacturer. The minimum service level will be bi-annual preventative maintenance activities, with one considered "Minor" and the other "Major". The service categories will be determined by the manufacturer, but the typical Minor level includes maintaining fluid levels and exercising the equipment. Major service would include the replacement of fluids, batteries, etc. in addition to ensuring proper operation.

Milestones:

YEAR ONE
1ST Qtr: Accept grant. Hire electrical engineer. Begin design & permitting.
2nd Qtr: Complete design & permitting. Advertise for bids.
3rd Qtr: Accept bids. Enter contract for construction. Begin work.
4th Qtr: Complete work. Inspect and accept work.

YEAR TWO
1ST Qtr: No activity
2nd Qtr: Minor Preventative Maintenance (PM)
3rd Qtr: No activity
4th Qtr: Major PM

YEAR THREE
1ST Qtr: No activity
2nd Qtr: Minor PM
3rd Qtr: No activity
4th Qtr: Major PM

Repeat annually thereafter for the life of the project.

Based on recent proposals, we estimate this service to cost between $750 - $1,000 per generator per year.

CPR COMMITTEE and/or COUNCIL AGENDA

7.)

TO: John J. Tecklenburg, Mayor

FROM: Dustin Clemens/Sarah Myers **DEPT.** Parks – Capital Projects

SUBJECT: GAILLARD CENTER –EARL SWENNSON ASSOCIATES, INC.: FEE AMENDMENT #4

REQUEST: Approval of Fee Amendment #4, with Earl Swensson Associates, Inc., in the amount of $590,817.48. The fees included in this amendment are inclusive of additional time and travel as a direct result of construction delays and includes Construction Administration (CA) services from August 1, 2015 through the projected time of February 29, 2016. Project services in February 2016 will be billed on a not-to-exceed hourly rate. The City agrees to this amendment subject to a full reservation of rights. The City reserves all rights to assert any and all defenses to ESa invoices for additional fees including, but not limited to, ESa acts or omissions creating, in whole or in part, the need for the additional services. The contract amount will increase by $590,817.48. The total project budget will also increase by $590,817.48.

Committee of Council: Ways & Means **DATE:** February 23, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	☐	☐	Amy Wharton	☐
Corporate Counsel	☑	☐	Melanie A. Stephens	☑
Capital Projects Director	☑	☐	[illegible]	☑
Minority Business Enterprise, Manager	☐	☐		☐

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

If yes, provide the following: **Dept/Div** Parks – Capital Projects

Acct # 051346-58238 = $493,568.92
051348-58238 = $97,248.56

Balance in Account **$590,817.48** Amount needed for this item **$590,817.48**

Project Number **CP-1014D2**

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: The approval of Fee Amendment #4 will increase the Earl Swensson Associates, Inc. contract by $590,817.48. Funding Sources: Gateway TIF, Accommodations/ Hospitality Funds, Capital Contributions, GO Bond, NEA Grant and GF Reserves.

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

City of Charleston
Contract Amendment for Professional Services #04

Project: Gaillard Center Professional Services Architect of Record – CP1014D2

Owner: City of Charleston
Division of Capital Projects
823 Meeting Street
Charleston, SC 29403

A/E: Earl Swensson Associates, Inc.
2100 West End Avenue, Suite 1200
Nashville, TN 37203

Contract Date: June 15, 2010
Amendment Date: February 23, 2016

To the A/E: You are hereby authorized, subject to contract provisions, to make the following changes:

1. Description of the Contract Amendment:
   This amendment extends the services of this Architectural contract. The fees included in this amendment are inclusive of additional time and travel as a direct result of construction delays, and includes CA services from August 1st, 2015 through projected time through February 29, 2016. Project services in February, 2016 will be billed on a not-to-exceed hourly rate.

2. Adjustments to the Contract Sum:

Original Contract Sum	$ 12,313,400.
Change by Previously Approved Contract Amendments.....	$ 639,500.
Contract Sum prior to this Contract Amendment.....	$ 12,952,900.
Amount of this contract Amendment, complete.....	$ 590,817.48. (nte)
New Contract Sum, including this Contract Amendment	$ 13,543,717.48 (nte)

3. Adjustments in Contract Time:

   Architectural Construction Administration services are extended through the end of February, 2016.

4. The City agrees to this amendment subject to a full reservation of rights. The City reserves all rights to assert any and all defenses to ESa invoices for additional fees including, but not limited to, ESa acts or omissions creating, in whole or in part, the need for the additional services.

ARCHITECT/ ENGINEER: _____ 2/5/16
David W. Minnigan, AIA, IIDA LEED AP, Principal (Date)

OWNER: _____ _____
John J. Tecklenburg, Mayor (Date)

ESa

Moving forward together to create environments that shape lives.

Mr. DUSTIN CLEMENS
CITY OF CHARLESTON
832 MEETING STREET
CHARLESTON, SC 29403

Feburary 1, 2014
Project No: 10036.18
Invoice No: DRAFT

Project 10036.18

GAILLARD CENTER - TIME EXTENSION PER CONTRACT AMENDMENT #3

Billing Limits	LIMIT	PRIOR	Thru February 1
Expenses remaining on original contract			
Limit	$1,225,000.00	$1,277,063.13	$1,277,063.13
Amendment # 3			
Limit	$550,000.00	$550,000.00	$550,000.00

Professional Services through February 1, 2016

Professional Personnel

	Hours	Rate	Amount	
Principals	102.00	275.00	28,050.00	
Construction Administrators	246.00	170.00	43,375.00	
Totals	348.00		71,425.00	
Total Labor				**71,425.00**
Consultants				
FISHER DACHS ASSOCIATES, INC.			10,395.00	
SMITH SECKMAN REID, INC.			3,833.13	
Total Consultants		**1.0 times**	**14,228.13**	**14,228.13**
Reimbursable Expenses				
REIMBURSABLE TRAVEL EXPENSE			5,205.30	
Total Reimbursables		**1.1 times**	**5,205.30**	**5,725.83**
			CURRENT	**91,378.96**

Future Projections	Hours	Rate	Amount	
Principals	60.00	275.00	16,500.00	
Construction Administrators	60.00	170.00	10,200.00	
			26,700.00	26,700.00
Estimated Expenses				
Travel Expense				4,000.00
			FUTURE PROJECTIONS	**30,700.00**

Past Due Invoices		
Time Extension	435,183.52	
Unecessary Time and Travel	33,555.00	
	OUTSTANDING INVOICES	**468,738.52**

TOTAL THIS INVOICE **$590,817.48**

Aged as of 2/1/2016

Earl Swensson Associates, Inc.

Job-to-Date through 1/31/2016

Invoice	Date	Balance	0 -30	31-60	61-90	91-120	Over 120	TOTAL	
Primary Client Number: 2190 CITY OF CHARLESTON									
Project Number: 10036.00 GAILLARD AUDITORIUM & MUNICIPAL BUILDING / Principal: MINNIGAN / Project Manager: MINNIGAN									
86481	10/13/2015	6,773.50				6,773.50			
						-6,773.50 *Check #352569*			
86745	11/30/2015	15,991.40			15,991.40				
					-15,991.40 *Check #352569*				
86854	12/3/2015	22,584.44		22,584.44				45,349.34	
				-22,584.44 *Check #352569*				-45,349.34	**PAID (CK#3525**
								0.00	**Paid In Full**
Project Number: 10036.13 GAILLARD ARTS PRECINCT CONSTRUCTION ADMI / Principal: MINNIGAN / Project Manager: MINNIGAN									
85955	7/31/2015	550.00					550.00		
86080	8/31/2015	550.00					550.00		
86482	10/13/2015	550.00				550.00			
86930	12/31/2015	550.00		550.00				2,200.00	
								-2,200.00	**Per Cora Farris**
								0.00	**Paid in Full**
Project Number: 10036.18 GAILLARD CENTER TIME EXTENSION PER CONTR / Principal: MINNIGAN / Project Manager: MINNIGAN									
86480	10/13/2015	151,827.17				151,827.17			
						-45,558.17 *Check #352569 (Reimbursable Expenses)*			
86754	11/30/2015	273,737.76			273,737.76				
					-35,386.79 *Check #352569 (Partial Reimbursable Expenses Paid)*				
86855	12/3/2015	92,237.55		92,237.55					
UNITS	9/8/2015	-1,674.00					-1,674.00	517,802.48	
								-80,944.96	**PAID (CK#3525**
								-1,674.00	**Internal Adj. To**
								435,183.52	**To Be Paid**
Project Number: 10036.19 GAILLARD UNECESSARY TIME AND TRAVEL / Principal: MINNIGAN / Project Manager: MINNIGAN									
85305	4/15/2015	13,580.00					13,580.00		
85375	4/30/2015	7,990.00					7,990.00		
85559	5/29/2015	4,505.00					4,505.00		
85768	6/30/2015	4,760.00					4,760.00		
86748	11/30/2015	2,720.00			2,720.00			33,555.00	**To Be Paid**

TOTAL DUE **$468,738.52**

Total of Ck #352569 = $126,294.30

COMMITTEE / COUNCIL AGENDA

8.)

TO: John J. Tecklenburg, Mayor

FROM: Laura S. Cabiness, PE **DEPT.** Public Service

SUBJECT: MARKET STREET DRAINAGE IMPROVEMENT PROJECT – DIV III: COLLECTION SYSTEM AND STREETSCAPING – FINAL DESIGN

REQUEST: Approval of Amendment #11 for an extension of the Engineering Services contract with Davis & Floyd. Payment to Davis & Floyd pursuant to this Amendment #11 will not exceed $66,905.00. This extension includes additional utility location, surveying for alternate locations of SCE&G equipment, and production of easement plats for said equipment for the Market St Drainage Improvement Project.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** 23 February 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	✓		[illegible]	✓
Cap. Proj. Cmte. Chair			Amy Wharton	
Director, Dept. of PS	✓		[illegible]	✓

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

If yes, provide the following: Dept./Div.: 050320 Account #: 58238

Balance in Account $66,905.00 Amount needed for this item $66,905.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Funding Source: Drainage Fund

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

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

AMENDMENT NO. 11
TO THE
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

****

Project: Additional Topographic Survey and Level B SUE for SCE&G Undergrounding
Market Street Div.III: Collection and Streetscape Design

INITIAL:

OWNER: _____

ENGINEER: _____

This is an Amendment to the Agreement between the City of Charleston (Owner) and Davis & Floyd, Inc. (Engineer) dated June 28, 1999 (hereafter referred to as the Agreement in the office of the Clerk of Council at City Hall, 80 Broad Street, Charleston SC). This said Amendment is effective as of _____.

1. Owner and Engineer, in consideration of their mutual covenants as set forth herein, agree to expand the scope of work of the aforesaid Agreement to include additional work as set forth in Exhibit A, Part 2 and Exhibit D. The work will more specifically include additional services identified in the Proposal dated May 4, 2015 and detailed further in its attachments.

2. The Engineer shall submit to the Owner itemized invoices identifying the individuals that performed services, the hourly rate for each individual, and an itemized statement of reimbursable expenses for the Owner's approval. Invoices will be calculated based upon the actual effort incurred using the hourly and reimbursable expenses rate schedules.

3. Owner and Engineer agree to amend Exhibit C, Article 4, C4.03, A.1 of the Agreement in consideration of the above basic services to increase the lump sum fee to $1,337,727 (which is an increase of $66,905 for this Amendment #11) for a total Contract amount of $4,575,082.

4. In all other respects, the Agreement remains unmodified and in full force and effect.

City of Charleston OWNER		Davis & Floyd, Inc. ENGINEER
By:		By:
Name:	John J. Tecklenburg	Name: J. Donovan Dukes, PE
Title:	Mayor	Title: Senior Vice President
Address:	P.O. Box 652 Charleston, SC 29402	Address: P.O. Box 61599 Charleston, SC 29419

Scope of Services Amendment #11
Market St. Div III: Collection System & Streetscape
Additional Topographic Survey and Level B SUE for SCE&G Undergrounding

Davis & Floyd (D&F) respectfully requests an Amendment to our Contract for Professional Services. Amendment #11 has been prepared for performing additional topographic survey and Level B SUE for undergrounding South Carolina Electric & Gas (SCE&G) electric distribution systems for Market Street drainage collection system and streetscape improvements.

In accordance with the MOU agreement between SCE&G and the City of Charleston and due to the relocation of electrical distribution equipment (transformers & switch gears) to Anson St., Rafer's Alley, State St., and East Bay St. it is necessary to provide additional topographic survey and Level B SUE pursuant to design of the electric undergrounding. Attachment #1 illustrates the proposed project limits.

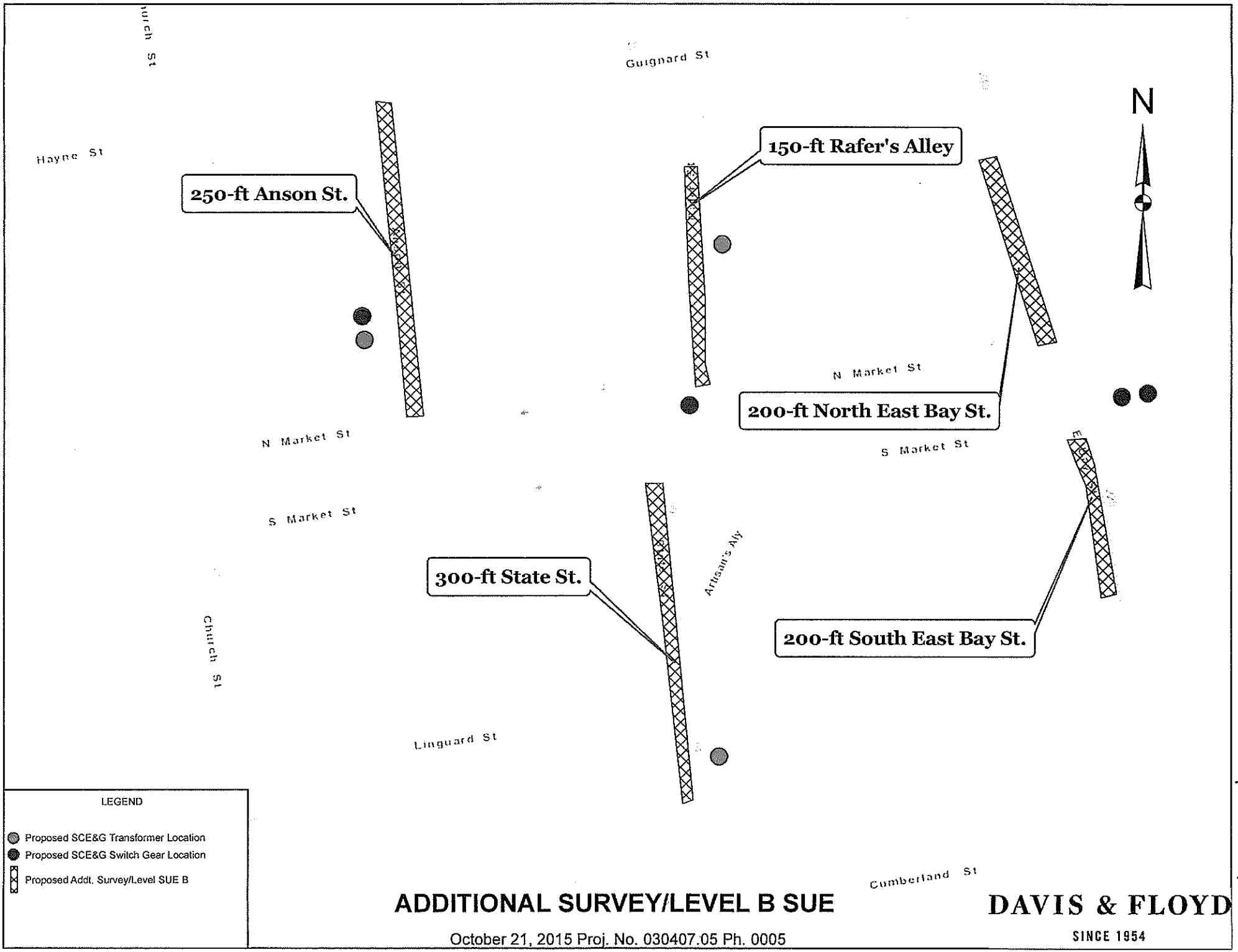
Additionally the aforementioned equipment will be relocated to private property requiring the need for D&F to prepare easement plats for the City of Charleston. Our services will include additional Level B SUE work to be performed by GEL Geophysics, the scope of which is enclosed with this proposal.

Deliverables include the following:

- Three (3) Easement Plats
- Autocad Civil 3D Topographic Survey Drawing
- Autocad Civil 3D Underground Utility Drawing

Fee Analysis
Additional Topographic Survey and Level B SUE Services for SCE&G Undergrounding Services
Market Street Drainage Improvements -- Division III: Collection System and Streetscape Design

TASK			DESCRIPTION	Principal	Project Manager	Landscape Architect	Licensed Surveyor	Two Man Survey Crew	Staff Engineer	Survey Tech	Clerical
				Hourly Rates							
				$190.00	$150.00	$120.00	$115.00	$130.00	$100.00	$75.00	$65.00
				(Hrs)	(Hrs)	(Hrs)	(Hrs)	(Hrs)	(Hrs)	(Hrs)	(Hrs)
III	STUDIES AND UPDATES										
	1	Topographic Survey									
		a.	Additional Survey for SCE&G MOU Alternate Equipment Locations	2	8		30	96		52	8
		b.	Easement Plats for SCE&G MOU Alternate Equipment Locations	2	8		65	40		60	15
		c.	SUE Coordination for SCE&G MOU Alternate Equipment Locations	2	24						
			Total Task III	**6**	**40**	**0**	**95**	**136**	**0**	**112**	**23**
			Total Hours	**6**	**40**	**0**	**95**	**136**	**0**	**112**	**23**
			Total Labor	$45,640							
			Miscellaneous Expenses	$3,775							
			Gel Geophysics, LLC	$17,490							
			PROJECT PHASE TOTAL	**$66,905**							



ADDITIONAL SURVEY/LEVEL B SUE

October 21, 2015 Proj. No. 030407.05 Ph. 0005

DAVIS & FLOYD

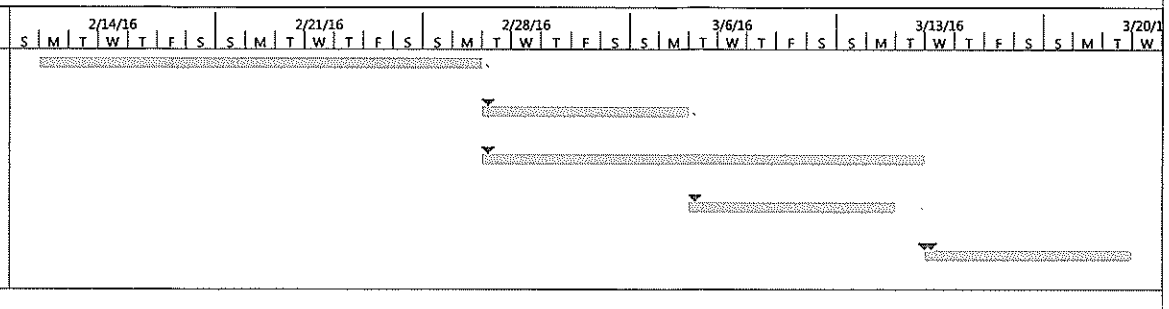
SINCE 1954

Attachment #1

AMENDMENT #11

DESIGN SCHEDULE
DIVISION III: COLLECTION SYSTEM AND STREETSCAPE
ADDITIONAL TOPOGRAPHIC SURVEY AND LEVEL B SUE for SCE&G UNDERGROUNDING

ID	Task Name	Duration	Start	Finish
1	Topographic Survey	11 days	Mon 2/15/16	Mon 2/29/16
2	Boundary Survey	5 days	Tue 3/1/16	Mon 3/7/16
3	Level B SUE	11 days	Tue 3/1/16	Tue 3/15/16
4	Easement Plats	5 days	Tue 3/8/16	Mon 3/14/16
5	Deliverables (3 Easement Plats, 3D Utility Mapping, and Topographic Survey)	5 days	Wed 3/16/16	Tue 3/22/16



Project: 03040705_Amend_11_S
Date: Tue 2/2/16

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

GEL | Geophysics LLC

a member of **The GEL Group** INC

PO Box 30712 Charleston, SC 29417
2040 Savage Road Charleston, SC 29407
P **843.769.7379** F **843.769.7397**

www.gelgeophysics.com

October 29, 2015

Mr. Scott Hildebrand, P.E.
Davis & Floyd, Inc.
3229 West Montague Avenue
North Charleston, SC 29418

Re: Scope of Work and Cost Estimate – Additional Subsurface Utility Engineering Investigation
Market Street Drainage Improvements – Division III
Charleston, South Carolina

Dear Mr. Hildebrand:

GEL Geophysics, LLC is pleased to submit to Davis & Floyd, Inc. (D&F) this proposal for performing a Quality Level B Subsurface Utility Engineering (SUE) investigation for the referenced project. The scope of work provided below has been drafted in consideration of our review of the project information that you provided.

PROJECT BACKGROUND

SCE&G, as part of the Market Street Streetscape Project, is undergrounding electrical distribution systems along Market Street in downtown Charleston South Carolina for the City of Charleston. A Quality Level B (QL-B) SUE investigation has been requested in order to relocate transformers and switch gears to Anson Street, Rafer's Alley, State Street, and East Bay Street. The project limits for the additional Level B (QL-B) SUE is illustrated on the attached map provided by D&F.

For this investigation, GEL Geophysics proposes to deploy a combination of Mala GeoScience ground penetrating radar (GPR) systems configured with 350-megahertz (MHz) and 450-MHz antenna arrays, and Radiodetection radio-frequency electromagnetic (EM) pipe and cable locators. Factors affecting the success of any given method include target size, depth, and composition; surface material; and subsurface conditions. A general discussion of the geophysical equipment and investigation methodologies are presented in Attachment II. The proposed scope of work is outlined below.

SCOPE OF WORK

GEL Geophysics has tailored the SUE investigation in consideration of the overall project objective, which is designating the approximate horizontal positions of buried utilities in the project area. Following the designation of utilities and an analysis of potential utility conflicts with the drainage improvements, precise horizontal positions and elevations can be determined through vacuum excavation (QL-A). Vacuum excavation costs have not been included in this proposal. If needed, a separate proposal can be submitted once the number, location, etc., of required test holes is known. All work will be performed in close coordination with D&F. All of GEL Geophysics' field methodologies, data processing, and reporting activities follow a strict quality assurance/quality control (QA/QC) program. All of our field activities will be conducted in strict accordance with GEL Geophysics' safety manual, as well as site-specific safety procedures.

The SUE process generally conforms to the Quality Level phases D, C, and B as outlined by the FHWA and ASCE Standard CI/ASCE 38-02 for the collection and depiction of existing subsurface utility data. GEL Geophysics will produce stand-alone signed and sealed SUE deliverables, and we understand that D&F will incorporate this SUE information into its plan deliverables for the City of Charleston.

Our approach for the SUE investigation is summarized below.

Task 1: Utility Records Review (Quality Level D)

During the first phase of investigation, utility maps were provided by the utility owners for the initial project area. However, these additional limits are not included in many of the originally provided utility maps. Therefore, GEL Geophysics will request maps from all known utility owners with facilities in the project area. This task may include a request to meet with utility representatives on site in the event they cannot provide current utility maps of the area.

Task 2: Field Reconnaissance and Visual Inventory (Quality Level C)

We understand that the QL-C survey will be completed by D&F before GEL Geophysics' field efforts. We assume that the information D&F will collect will include an inspection and survey of all gravity sanitary and stormwater systems including pipe size and material, and invert elevation. D&F shall notify GEL Geophysics if any other utilities were noted inside sanitary or stormwater structures so that they can be opened and inspected by our field crews. If provided to us prior to our field work, GEL Geophysics will review the survey information provided by D&F for completeness during our QL-B activities.

Task 3: Geophysical Designation of Utilities (Quality Level B)

GEL Geophysics will employ non-intrusive geophysical technologies to designate the existence and approximate horizontal positions of known and unknown utilities in the area of investigation. A combination of GPR and EM technologies will be used for the investigation.

- Designate the approximate horizontal position of existing utilities by paint markings or pin flags in accordance with the APWA Uniform Color Code scheme along the utility and at all bends in the line in order to establish the trend of the line. All utilities shall be designated as well as their corresponding lateral lines up to the point of distribution, existing right-of-way limits, or whichever is specifically requested and scoped for the project. A field sketch of designated utilities will be prepared to assist in accurate surveying of designated utilities.

- GEL Geophysics will record the positions of designated utility marks relative to project control provide by D&F. GEL Geophysics will also record the positions of relevant utility appurtenances and features in order to provide a level of quality control. D&F will be responsible for collecting above-ground utilities, power poles, etc.

- All manholes, valve boxes, etc. will be inspected and inventoried with the exception of gravity sanitary and stormwater systems since they will have been evaluated as part of QL-C activities by D&F. Sanitary sewer and stormwater manholes or surface structures will be inspected only if notified by D&F prior to or during our field investigation that additional utilities or structures were noted in a particular manhole or structure.

Task 4: Deliverables

Following the designation and survey of utilities, GEL Geophysics will develop the AutoCAD Civil 3D deliverables according to the needs of the project. GEL Geophysics will use a D&F-provided AutoCAD plan of the project area as the base for our deliverables, and will use D&F's symbols, nomenclature, and layering conventions if provided prior to our investigation. We understand that the deliverable will include all detected underground utilities mapped to QL-B standards, where applicable. This SUE deliverable will be signed and sealed by a professional engineer licensed in South Carolina in responsible charge of the project. GEL Geophysics will provide D&F with electronic (DWG files and PDF) and 3 sets of hard copies of the study area, unless otherwise requested.

In addition to the above deliverables, a Google Earth .kmz file will be provided electronically. Upon opening this file, the AutoCAD utility layers and select photos/forms will be shown overlain onto the Google Earth platform. This deliverable will provide an illustrative view of the utility information directly within Google Earth, and will allow the user to navigate in plan, oblique, and Street View to see the general positioning of site utilities. It should be noted that this information, while spatially relevant as it pertains to the utility lines, is not a precise positioning of the data on the aerial photo due to the inherent inaccuracies of Google Earth photogrammetry and Street View photo stitching.

3-Dimensional Deliverables

For this task, in addition to determining approximate horizontal locations during the field investigation, GEL Geophysics will collect instrument-derived depths from land surface and mark them on the ground with marking paint. GEL Geophysics will use the topographic information provided by D&F to assign approximate elevations to the utilities detected with GPR and pipe and cable locators, and will provide an AutoCAD 3-dimensional model of the subsurface utilities. Utilities detected in certain modes using pipe and cable locators will not have an estimated depth and therefore be assigned to a depth equal to land surface.

It should be noted that when instrument-derived depth measurements are provided, these measurements are only approximate and therefore should not be depended upon for precise design or damage prevention purposes. They are provided to serve as an indication of a utility's approximate depth, and should be confirmed in all cases where exact depths are needed when existing utilities may be in conflict with future construction. The depths indicated by instruments are calculated depths, and not a direct measurement to the top of a given utility. EM-derived depths reflect the approximate depth to the center of a utility. In cases where a non-conductive utilities (PVC, plastic, etc.) is designated using its associated tracer wire, the depth measured is the depth to the tracer wire and not necessarily to that of the utility. Several factors affect the accuracy of an instrument-derived depth measurement. These factors include: utility type and spatial layout (single line, duct bank, stacked, etc.), utility depth, utility material type, utility congestion/signal bleed, subsurface soil conditions, type of ground cover (pavement, reinforcement material, etc.), instrument type/methodology, tracer wire placement, and cultural interferences (nearby conductive structures, such as fences, overhead power lines, buildings, etc.).

COST ESTIMATE

The estimated cost to complete all tasks for the basic QL-B SUE investigation is shown on the breakdown below. These costs include mobilization and demobilization, field work, equipment, deliverable review, and associated expenses. These costs will not be exceeded unless there is a mutually agreed upon change in scope, in which case we will advise you and obtain written approval before additional work is performed.

QL-D through QL-B SUE Investigation

The total cost to perform the QL-B SUE investigation described above would be $15,900. A general breakdown of the costs is provided below.

- Utility Research (QL-D): $750 (Lump Sum)
- Utility Designation (QL-B): $10,000 (Lump Sum): Estimated 4 days of field work
- Project Management, Meetings, Deliverable Review, and Correspondence: $900 (Lump Sum)
- Drafting/3-D Deliverables - $4,250 (Lump Sum)

GENERAL ASSUMPTIONS

Our assumptions associated with these services are provided below.

- Although geophysical methods provide a high level of assurance for the location of subsurface objects, the possibility exists that not all features can or will be identified due to depths, sizes, subsurface soil conditions, and other reasons beyond our control. For example, utilities that are present at depths below a geophysical instrument's limit of detection simply cannot be located. Therefore, D&F understands that no geophysical method (including electromagnetic pipe and cable locators and GPR) is guaranteed to detect 100% of subsurface features and/or utilities. For depth and precise horizontal information, no geophysical method is as exact and reliable as an actual excavation and physical examination, as provided by vacuum excavation. Therefore, due caution should be used when performing any subsurface excavation, and GEL

Geophysics will not be liable for any damages that may occur unless it is demonstrated that the damages occurred as a result of our negligence.

- Unless otherwise agreed, any arrangements regarding site access, public notification, and any required permits (if required) will be coordinated by D&F before and during the investigation.

- Any arrangements regarding traffic and parking control, and the clearing of movable surface obstructions from the area of investigation (if required) will be made by the City of Charleston before and during the investigation. Since it is assumed that all required maintenance of traffic (MOT) and lane closures will be provided by the City of Charleston, no MOT costs have been included in this proposal.

- D&F will meet with GEL Geophysics representatives at the site prior to our initiating QL-B activities. The purpose of this walk-through meeting will be to ensure that the extent of the project area is agreed upon so that the final product will meet expectations.

- D&F and Owner accept that a significant amount of marking paint may be applied to the ground surface during the field designation of utilities. We assume that we will not be required to use chalk, tape, or other temporary marks which would require daily mapping. Also, please note that paint marks on the ground will not constitute all utilities which will be shown on the final maps. Also, paint marks will be applied to the ground to assist in CART system navigation. Therefore, these marks will not indicate designated utilities. As such, the final drawings will be the records that can be relied upon for utility information.

- It is assumed that the primary investigation activities will be performed during evening or early morning hours due to the volume of daytime vehicle and pedestrian traffic.

- If underground utilities are damaged within the area of GEL Geophysics' investigation, whether marked by GEL Geophysics or not, it is D&F's obligation to notify GEL Geophysics within 48-hours of the damage. Upon notification, GEL Geophysics reserves the right to investigate the damage site. Failure to notify GEL Geophysics within 48 hours absolves us of any potential liability for damage claims.

CLOSURE

If this proposal meets your approval, GEL Geophysics is prepared to proceed with this scope of work following our receipt of a written "notice to proceed" and the execution of a mutually agreeable subcontract agreement. If you determine that this proposal needs modification to better meet your needs, we will make every effort to modify the scope of work to achieve your satisfaction.

We appreciate the opportunity to submit this proposal to you. I assure you that we will provide you with high quality, reasonably priced services performed by experienced personnel. If you have any questions concerning this proposal or need additional information, please call me at (843) 769-7379.

Yours very truly,

Scott T. Smith

Scott T. Smith
Senior Project Manager

attachments

fc: dvis_102915.doc

9.)

RATIFICATION NO. 2016-___

AN ORDINANCE

PROVIDING FOR THE ISSUANCE AND SALE OF WATERWORKS AND SEWER SYSTEM REFUNDING REVENUE BONDS OF THE CITY OF CHARLESTON IN ONE OR MORE SERIES IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING $135,000,000 AND OTHER MATTERS RELATING THERETO.

(SERIES ORDINANCE)

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EXHIBIT "A" RESOLUTION ADOPTED JANUARY 27, 2016 BY COMMISSIONERS OF PUBLIC WORKS
EXHIBIT "B" FORM OF BOND

AS AN INCIDENT TO THE ADOPTION OF THIS ORDINANCE, THE CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA ("CITY COUNCIL"), MAKES THE FOLLOWING FINDINGS OF FACT:

1. The City Council of the City of Charleston, South Carolina ("City Council"), has made general provision for the issuance of waterworks and sewer system revenue bonds (the "Bonds") of the City of Charleston, South Carolina (the "City"), through the means of an ordinance adopted October 24, 1984, bearing Ratification No. 1984-149, entitled "An Ordinance Providing For The Issuance And Sale Of Waterworks and Sewer System Revenue Bonds Of The City Of Charleston, South Carolina, And Other Matters Relating Thereto" as amended (the "Bond Ordinance"); and

2. It is provided in and by the Bond Ordinance that, upon adoption of a "Series Ordinance" there may be issued one or more series of Bonds for the purpose of providing funds for improvements and extensions to the waterworks and sewer system of the City (the "System") or to pay and redeem any outstanding bond anticipation notes of the City issued in anticipation of the issuance of Bonds or to refund bonds payable from the revenues of the System; and

3. On January 27, 2016, the Commissioners of Public Works (the "Commissioners") adopted a Resolution, a copy of which is attached hereto as Exhibit A, entitled "A Resolution Requesting City Council Approval of an Ordinance to Provide for the Issuance and Sale of Not Exceeding $135,000,000 Waterworks and Sewer System Refunding Revenue Bonds of the City of Charleston, South Carolina;" and

4. The Commissioners have determined that a significant savings may be achieved through a refunding of certain outstanding debt payable from revenues derived from the operation of the System. Specifically, the Commissioners have determined it is advisable to advance refund certain of the outstanding City of Charleston, South Carolina Waterworks and Sewer System Refunding Revenue Bonds, Series 2009A, in the original principal amount of $33,670,000 and the City of Charleston, South Carolina Waterworks and Sewer System Refunding and Capital Improvement Revenue Bonds, Series 2010, in the original principal amount of $131,040,000 (collectively, the "Refunded Bonds"); and

5. The Commissioners have determined that not exceeding $135,000,000 may be required in order to provide funds to defray the cost of the refunding of the Refunded Bonds and costs related to financing and providing necessary reserves; and

6. By reason of the foregoing, it has been determined to adopt this ordinance as a "Series Ordinance" in accordance with the terms and provisions of the Bond Ordinance.

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

ARTICLE I

DEFINITIONS AND AUTHORITY

Section 1.01. Definitions.

(A) Except as provided in subsection (B) below, all terms which are defined in Section 1.01 of the Bond Ordinance shall have the same meanings in this Series Ordinance as such terms are prescribed to have in the Bond Ordinance.

(B) As used in this Series Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

"Business Day" shall mean any day other than a Saturday, Sunday or a day on which the corporate trust office of the Trustee is authorized by law to remain closed.

"Continuing Disclosure Undertaking" shall mean the Continuing Disclosure Undertaking executed by the City, as amended from time to time in accordance with the provisions thereof, providing for the delivery and dissemination of certain information with respect to the City and any Series of Bonds issued pursuant to this Series Ordinance.

"Contract of Purchase" shall mean the Contract of Purchase between the City, the Commissioners and the Underwriters providing for the sale and purchase of any Series of Bonds issued pursuant to this Series Ordinance.

"Escrow Deposit Agreement" shall mean the Escrow Deposit Agreement between the City and The Bank of New York Mellon Trust Company, N.A., as Escrow Agent, dated as of such date as the Commissioners shall determine, as amended from time to time.

"Series of Bonds" shall mean any Series of Bonds of the City of the Series authorized by this Series Ordinance and designated "City of Charleston, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds," with a Series designation to signify the year such series is issued.

"Series Debt Service Reserve Fund" shall mean the Fund so designated and established pursuant to Section 5.01 hereof.

"Series Ordinance" shall mean this Ordinance.

"Series Reserve Requirement," if any, shall mean an amount as determined by the Commissioners pursuant to Article IV hereof.

"Underwriter" or "Underwriters" shall mean Wells Fargo Securities as Senior Underwriter with Bank of America Merrill Lynch and Rice Financial Products Company serving as Co-Managers.

Section 1.02. Authority for Series Ordinance. This Series Ordinance is adopted pursuant to the provisions of the Bond Ordinance.

ARTICLE II

AUTHORIZATION AND TERMS OF THE SERIES OF BONDS

Section 2.01. Determination of the Useful Life of the System. In accordance with the requirements of Section 6-17-60 of the Enabling Act, the period of usefulness of the System is hereby determined to be not less than 40 years.

Section 2.02. Principal Amount; Designation of Series. Pursuant to the provisions of the Bond Ordinance, Bonds of the City entitled to the benefits, protection and security of the provisions of the Bond Ordinance are hereby authorized in the aggregate principal amount of not exceeding $135,000,000. Such amount may be issued in one or several Series of Bonds as determined by the Commissioners and set forth

in the Series Resolutions, hereinafter defined. The Series or several Series of Bonds authorized by this Series Ordinance shall be issued no later than December 31, 2017. Each Series of Bonds so authorized and issued shall be designated "City of Charleston, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds" and shall bear a Series designation to signify the year such series is issued. The Series of Bonds shall be in substantially the form set forth in Exhibit "B" hereto.

Section 2.03. Purposes. The Series of Bonds are authorized for the purpose of obtaining funds to provide for the payment of the Refunded Bonds, to fund the Debt Service Reserve Fund, if any, to the required level, and the payment of the costs of issuing the Series of Bonds including municipal bond insurance premiums, if any.

Section 2.04. Date; Interest Rate; Maturity; Redemption and Sale. The Date of Issue of the various Series of Bonds shall be as set forth in the Series Resolution. The maturity schedule setting forth the date of the maturities of the Series of Bonds (which maturities shall not exceed 40 years) and amounts payable on such dates, the rates of interest borne by the Series of Bonds including the methodology for determining the rate of interest and the amounts of Bonds which shall be term Bonds and Serial Bonds shall be fixed by the Series Resolution and approved by the Mayor. The Series of Bonds shall be subject to optional and/or mandatory redemption and/or optional or mandatory tender for purchase at such times and on such terms and conditions as shall be established by the Commissioners in the Series Resolution and approved by the Mayor. The Series of Bonds shall be sold to the Underwriters.

Section 2.05. Authentication; Payment of Interest.

(A) Each of the Series of Bonds shall be authenticated on such date as it shall be delivered. Each Series of Bonds shall bear interest from the Bond Payment Date immediately preceding the authentication date thereof, unless the authentication date thereof is a Bond Payment Date, in which event, each such Series Bond shall bear interest from the earlier of such authentication date, or the date to which interest has been paid. In the event authentication shall precede the first payment of interest on each of the Series of Bonds, interest shall be payable from the date selected by the Commissioners for the initial dating of the Bonds of such Series.

(B) The interest on all Series of Bonds shall be paid by check or draft mailed from the office of the Trustee to the persons in whose name the Series of Bonds are registered at the close of business on the Record Date, provided that, any Holder of $1,000,000 or more in aggregate principle amount of Series of Bonds shall be entitled, by written request to the Trustee received no later than the Record Date, to direct any payments of interest due with respect to such Bonds be made to such Holder by wire transfer to an account within the continental United States. Such request shall provide the Trustee with specific direction as to manner of making such payment.

(C) The principal on all Series of Bonds shall be 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.

Section 2.06. Denomination; Numbering; Book-Entry. The Series of Bonds shall be issued in such denominations as the Commissioners shall determine not exceeding the principal amount of the Series of Bonds maturing in such year. The Series of Bonds shall be numbered in such a fashion as to maintain accurate records thereof. The Series of Bonds may be delivered in book-entry form as determined by the Commissioners.

Section 2.07. Maintenance of Offices for Payment, Transfer, and Exchange of Bonds; Registrar. As long as any Series of Bond remains Outstanding, the Commissioners shall maintain a Paying

Agent and a Registrar therefor. Unless otherwise directed in writing by the Commissioners to the Trustee, the Trustee shall act as Registrar and Paying Agent.

ARTICLE III

EXECUTION; NO RECOURSE

Section 3.01. Execution of the Series of Bonds. The Series of Bonds shall be executed and authenticated in accordance with the applicable provisions of the Bond Ordinance.

Section 3.02. No Recourse on the Series of Bonds. All covenants, stipulations, promises, agreements and obligations of the City contained in the Bond Ordinance or in this Series Ordinance shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not those of any officer or employee of the City in his or her individual capacity, and no recourse shall be had for the payment of the principal or redemption price of or interest on the Series of Bonds or for any claim based thereon or on the Bond Ordinance or in this Series Ordinance, either jointly or severally, against any officer or employee of the City or any person executing the Bonds.

ARTICLE IV

AUTHORIZATION TO COMMISSIONERS

Section 4.01. Authorization.

(A) The Commissioners are hereby authorized and empowered to adopt one or several Series Resolutions relating to the Series of Bonds to be called the "Series Resolutions."

(B) The Series Resolutions shall express the approval of the Commissioners to the issuance of the various Series of Bonds to be issued pursuant to the Bond Ordinance and the Series Ordinance and their agreement to abide by all of the terms, provisions and agreements set forth in the Bond Ordinance and in the Series Ordinance. In addition, the Series Resolutions shall specify and determine:

1. The precise principal amount of the Series of Bonds;

2. The specific purpose for which the proceeds of such Series will be used;

3. The manner of numbering and lettering, and the denomination or denominations of the Bonds of such Series;

4. The form or forms for the Bonds of such Series;

5. The date or dates of maturity and the amounts thereof and the issue date of the Bonds of such Series;

6. The interest rate or rates, or the manner of determining such rate or rates, of the Bonds of such Series including the extent to which Variable Rate Indebtedness is issued and if such Variable Rate Indebtedness is issued, the extent to which an interest rate cap or other financial structure customarily employed in such a borrowing will be used;

7. The time for the payment of interest on the Bonds in such Series and the Record Date;

8. The redemption price or redemption prices and the redemption date or redemption dates and other terms of redemption (if any) applicable to any of the Bonds of such Series for such payments including provisions relating to optional and/or mandatory tender provisions, remarketing agreements, and liquidity facility agreements if the Commissioners determine to issue Variable Rate Indebtedness;

9. The Registrar and Tender Agent and Remarketing Agent and Liquidity Provider, if any, for such Bonds if other than the Trustee;

10. The portion of such Series that are serial Bonds and that are term Bonds, if any, including the amount and date of each mandatory redemption or sinking fund installment, if any, required by such Series Resolution to be paid for the retirement of any such Bonds;

11. Any other applicable redemption requirement for the Bonds of such Series and the method of satisfying the same;

12. The manner in which Bonds of such Series are to be sold and provisions for the sale thereof, including whether a Municipal Bond Insurance Policy shall be purchased for all or a portion of a Series of Bonds;

13. Whether there shall be established a Debt Service Reserve Fund to secure the payment of such Series of Bonds and, if so, the specific Series Reserve Requirement therefor and the manner of funding thereof;

14. The disposition of the proceeds of the sale of the Bonds of such Series and the manner of their application; and

15. Any other provisions deemed advisable by the Commissioners not in conflict with or in substitution for the provisions of the Bond Ordinance and the Series Ordinance relating to the Bonds of such Series.

ARTICLE V

SERIES DEBT SERVICE RESERVE FUND; APPLICATION OF THE SERIES BOND PROCEEDS; TAX COVENANTS; CONTINUING DISCLOSURE

Section 5.01. The Series Debt Service Reserve Fund.

(A) In the determination of the Commissioners, a Series Debt Service Reserve Fund may be established for each Series of Bonds issued and, if established, shall be appropriately designated the "City of Charleston, South Carolina, Waterworks and Sewer System Revenue Bonds Debt Service Reserve Fund," and shall bear an appropriate Series designation and shall, subject to the other provisions of this Series Ordinance, be maintained in an amount equal to the Series Reserve Requirement for so long as the Series of Bonds then issued shall be Outstanding. If a Series Debt Service Reserve Fund is established for a Series of Bonds, the following provisions shall apply. Such Fund is intended to insure the timely payment of the principal of and interest on the Series of Bonds then issued, and to provide for the redemption of such Bonds

prior to their stated maturities. Money in the Series Debt Service Reserve Fund shall be used for the following purposes, and for no other, viz.:

(i) To prevent a default in the payment of the principal of or interest on the Series of Bonds then issued, by reason of the fact that money in the Debt Service Fund is insufficient for such purposes;

(ii) To pay the principal of, interest on, and redemption premium of the Series of Bonds then issued in the event that all Outstanding Series of Bonds be redeemed as a whole; or

(iii) To effect partial redemption of the Series of Bonds then issued; provided that subsequent to said partial redemption, the value of the Series Debt Service Reserve Fund shall be not less than the Series Reserve Requirement.

(B) The Series Debt Service Reserve Funds shall be kept in the complete custody and control of the Trustee and withdrawals from the Series Debt Service Reserve Funds shall be made only by such Trustee who shall transmit to a Bondholder of such Series, at such times as may be appropriate, the sums required to pay the principal of, redemption premium, if any, and interest on the Series of Bonds then issued.

(C) Money in the particular Series Debt Service Reserve Funds shall be invested and reinvested by the Trustee at the written direction of the Commissioners in Authorized Investments. Subject to the remaining provisions of this paragraph (C), the earnings from such investments shall be added to and become a part of the particular Series Debt Service Reserve Funds. The value of the particular Series Debt Service Reserve Fund shall be established (i) as of the first day of January of each year, and (ii) on the date of any withdrawal therefrom pursuant to subsection (B) of this Section 5.01. Securities shall be valued at market value as of the date of such valuation, provided, however, those securities which mature in one year or less may be valued at face value; any insurance policy, surety bond or letter of credit shall be valued at the face value or stated amount thereof less the amount of any payments thereunder or draws thereon which have not been reimbursed and reinstated. Whenever, and as of any date of calculation, the value of any Series Debt Service Reserve Fund shall exceed the Series Reserve Requirement, any excess, to the extent represented by cash and/or securities, shall either be used to effect redemption of the Series of Bonds for which this particular Series Debt Service Reserve Fund is created, or shall be removed from the Series Debt Service Reserve Fund and transferred into the Depreciation and Contingent Fund, as directed in writing by the Commissioners.

(D) In the event the Series Debt Service Reserve Fund has been funded with a surety bond, insurance policy or a letter of credit and either has been drawn upon, moneys available to repay such surety bond, insurance policy or letter of credit provider shall first be used to reinstate the surety bond, insurance policy or the letter of credit to its original amount. Any interest or fees due to the surety bond, insurance policy or letter of credit provider, other than for reinstatement, shall be subordinate to any amounts payable upon the Series of Bonds after reinstatement of the Series Debt Service Reserve Fund.

(E) In the event the Series Debt Service Reserve Fund is funded with a surety bond, insurance policy or letter of credit, any revenues available for debt service on the Series of Bonds shall be paid as set forth in such surety bond, insurance policy or letter of credit to the Holders of the Outstanding Bonds of such Series.

(F) In the event it is determined that a draw on the surety bond, insurance policy or letter of credit is necessary, a demand for payment thereon, in such form as may be provided by the reimbursement agreement between the City, the Commissioners and the provider of such surety bond, insurance policy or

letter of credit, shall be given not less than three days prior to the date on which funds are required, or such lesser time as the Registrar and Paying Agent shall agree to.

(G) On or prior to the last business day of each month in each year, beginning with the first full calendar month following the date on which (i) the valuation of the Series Debt Service Reserve Fund results in a determination that the value of the Series Debt Service Reserve Fund is less than the Series Reserve Requirement, or (ii) amounts have been withdrawn from the Series Debt Service Reserve Fund, including any drawing made under a surety bond, policy of insurance or a letter of credit, the Commissioners shall, pursuant to Section 8.04(A) of the Bond Ordinance, deposit in the Series Debt Service Reserve Fund an amount equal to that required to be repaid to the Series Debt Service Reserve Fund as set forth in the applicable Series Resolution.

Section 5.02. Use and Disposition of Bond Proceeds. Upon the delivery of any Series of Bonds, the proceeds thereof shall be disposed of, as determined and directed in a certificate of an Authorized Officer of the Commissioners, as follows:

(A) That sum, if any, prescribed by the Series Resolution shall be deposited in the Debt Service Fund;

(B) That sum, if any, required for the Series Reserve Requirement shall be deposited in the Series Debt Service Reserve Fund and shall be invested and disposed of as prescribed by Section 7.05 of the Bond Ordinance; and

(C) That sum, if any, required to refinance any Refunded Bonds shall be deposited as set forth in the applicable Series Resolution.

Section 5.03. Tax Covenants. The City hereby covenants and agrees that it shall:

(A) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), relating to required rebates of certain amounts to the United States;

(B) make such reports of such information at the times and places required by the Code; and

(C) take such other action as may be required in order that the Series of Bonds and the use of the proceeds thereof and the System comply with the provisions of the Code; and not make any use, and it shall direct the Trustee and each fiduciary not to make any use, of the proceeds of the Series of Bonds which, if such use had been reasonably expected on the date of the issuance of the Series of Bonds would have caused such Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and will observe and not violate the requirements of Section 148 of the Code.

Section 5.04. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. The Dissemination Agent, if any, shall comply with and carry out the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Series Ordinance, failure of any party to comply with the Continuing Disclosure Undertaking shall not be considered an Event of Default; however, the Trustee may and at the request of the Holders of at least 25% in aggregate principal amount of Outstanding Series of Bonds, shall or any Series Bondholder may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations hereunder and under the Continuing Disclosure Undertaking.

As permitted by SEC Rule 15c2-12(f)(10), the Commissioners, on behalf of the City, shall provide the information required by such Rule 15c2-12. The Commissioners, on behalf of the City, shall also comply with the provisions of Section 11-1-85, Code of Laws of South Carolina, 1976, as amended.

Section 5.05. Duties and Responsibilities of the Commissioners. So long as the Commissioners fulfill the covenants and agreements set forth in this Series Ordinance, such covenants and agreements made by the City herein shall be administered, exercised and undertaken by the Commissioners.

ARTICLE VI

CONTRACT OF PURCHASE; CONTINUING DISCLOSURE UNDERTAKING; ESCROW DEPOSIT AGREEMENT; OTHER INSTRUMENTS

Section 6.01. Authorization of Contract of Purchase, Continuing Disclosure Undertaking, the Escrow Deposit Agreement and Other Financing Instruments. The Contract of Purchase, the Continuing Disclosure Undertaking and the Escrow Deposit Agreement in substantially the forms previously used by the City in connection with the issuance of Waterworks and Sewer System revenue bonds, with such changes as the executing officers shall approve (their execution to be conclusive evidence of such approval) are hereby approved and the execution and delivery of the Contract of Purchase, the Continuing Disclosure Undertaking and the Escrow Deposit Agreement on behalf of the City are hereby authorized and directed. Such documents shall be executed on behalf of the City by the Mayor and attested by the Clerk.

Section 6.02. Approval of Preliminary Official Statements; Authorization of Official Statements. City Council hereby authorizes the Mayor and the Chairman of the Commissioners to approve Preliminary Official Statements and to ratify the use of such Preliminary Official Statements by the Underwriter in connection with the offering of any Series of Bonds by the Underwriter. City Council hereby authorizes the preparation and distribution of the Official Statements with respect to each such Series of Bonds. Final Official Statements shall be approved on behalf of the City by the Mayor, such approval to be evidenced by the Mayor's execution of the Official Statement, which execution is hereby authorized.

Section 6.03. Information Report. The Chairman of the Commissioners is hereby authorized to execute, deliver and file such information reports with respect to the Series of Bonds, on Form 8038-G or such other form as may be prescribed by the United States Department of Treasury, as shall be required or desirable in order to comply with Section 149(e) of the Code.

Section 6.04. Other Instruments and Actions. In order to secure the Series of Bonds and in order to effect the issuance and delivery of the Series of Bonds and to give full effect to the intent and meaning of this Series Ordinance and the agreements and actions herein authorized, the Mayor and the Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as the Mayor shall deem necessary or desirable.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Severability. If any one or more of the covenants or agreements provided in this Series Ordinance on the part of the City or the Trustee to be performed should be contrary to law, then such

EXHIBIT "A"

Resolution 2016-001

A RESOLUTION REQUESTING CITY COUNCIL APPROVAL OF AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING $135,000,000 WATERWORKS AND SEWER SYSTEM REFUNDING REVENUE BONDS OF THE CITY OF CHARLESTON, SOUTH CAROLINA.

As an incident to the adoption of this resolution, the Commissioners of Public Works (the "Commissioners") of the Waterworks and Sewer System (the "System") of the City of Charleston (the "City") make the following findings of fact:

The Commissioners have determined that a significant savings may be achieved through a refunding of certain outstanding debt payable from revenues derived from the operation of the System. The reduction in future debt service payments will provide the Commissioners greater opportunities to address future capital needs facing the System. As a consequence, it is in the best interest of the System to provide the necessary funds to advance refund certain of the outstanding City of Charleston, South Carolina Waterworks and Sewer System Refunding Revenue Bonds, Series 2009A, in the original principal amount of $33,670,000 and the City of Charleston, South Carolina Waterworks and Sewer System Refunding and Capital Improvement Revenue Bonds, Series 2010, in the original principal amount of $131,040,000 (collectively, the "Refunded Bonds"). The Commissioners propose that revenue bonds of the System be issued for this purpose.

By an Ordinance entitled "An Ordinance Providing For The Issuance And Sale Of Waterworks and Sewer System Refunding and Capital Improvement Revenue Bonds Of The City Of Charleston, South Carolina, And Other Matters Relating Thereto" (the "Bond Ordinance"), adopted on October 24, 1984, the City Council of the City of Charleston, South Carolina ("City Council"), made provision for the issuance from time to time of Waterworks and Sewer System Revenue Bonds. As provided at Section 4.18 of the Bond Ordinance, the revenue bonds issued thereunder are payable solely from revenues of the System. As stated in the Bonds themselves, this revenue debt is not secured by the City's taxing power.

The Bond Ordinance permits a series of revenue bonds to be issued pursuant to an Ordinance adopted by City Council addressing the particular Series of Bonds (the "Series Ordinance") for the purpose of both capital improvements as well as the refunding of outstanding debt.

The Commissioners hereby determine that an aggregate of not exceeding $135,000,000 will be required in order to provide funds for the payment of the Refunded Bonds and costs related to financing and providing necessary reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS IN MEETING DULY ASSEMBLED, that City Council is requested to adopt an Ordinance providing for such Bonds which Ordinance is expected to be in substantially the form approved by City Council in connection with previous issues of City of Charleston Waterworks and Sewer System Revenue Bonds.

DONE IN MEETING ASSEMBLED this 27th day of January, 2016.

Chairman, Commissioners of Pubic Works of the City of Charleston, South Carolina

Attest:

Chief Executive Officer

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned, **DO HEREBY CERTIFY:**

That the foregoing constitutes a true, correct and verbatim copy of a Resolution adopted by the Commissioners of Public Works on January 27, 2016. A quorum of the Commissioners was present and remained present throughout the meeting.

The Resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand this 27th day of January, 2016.

Chief Financial Officer, Commissioners of Public Works
of the City of Charleston, South Carolina

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 Series Ordinance.

Section 7.02. Table of Contents and Section Headings Not Controlling. The Table of Contents and the Headings of the several Articles and Sections of this Series Ordinance have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Series Ordinance.

DONE, RATIFIED AND ENACTED this 8th day of March, 2016.

CITY OF CHARLESTON, SOUTH CAROLINA

_____
Mayor

Attest:

_____
Clerk

First Reading: February 23, 2016
Second and Third Readings: March 8, 2016

EXHIBIT "B"

(FORM OF SERIES BOND)
(FACE OF BOND)

CITY OF CHARLESTON, SOUTH CAROLINA,
WATERWORKS AND SEWER SYSTEM REFUNDING
REVENUE BONDS, SERIES 2016

NO. _____

INTEREST RATE	MATURITY DATE	ISSUE DATE	CUSIP
	January 1, ____	_____ 1, 201_	

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 from the sources and as hereinafter provided, to the Registered Holder named above or registered assigns, the Principal Amount set forth above on the Maturity Date stated above, unless this Bond be subject to redemption and shall have been redeemed prior thereto as hereinafter provided, upon presentation and surrender of this Bond at the corporate trust office of The Bank of New York Mellon Trust Company, N.A. (the "Trustee") in the City of East Syracuse, State of New York, and to pay interest on such principal amount at the annual Interest Rate stated above (calculated on the basis of a 360-day year of twelve 30-day months) from the later of _____ 1, 201_, or the date to which interest has been paid immediately preceding the authentication date hereof, unless the authentication date hereof is a _____ 1 or _____ 1, 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 City shall fail to pay interest on _____ 1, 201_, then this Bond will bear interest from _____ 1, 201_. Interest on this Bond is payable on _____ 1 and _____ 1 of each year beginning _____ 1, 201_, at which time interest for _____ months will be due. The interest so payable on any _____ 1 or _____ 1 will be paid to the person in whose name this Bond is registered at the close of business on the _____ 15 or _____ 15 immediately preceding such _____ 1 or _____ 1 (the "Record Date") by check or draft mailed at the times provided herein from the office of the Trustee to the person in whose name this Bond is registered on the Record Date at the address shown on the registration books, provided that, at the request of the Registered Holder of $1,000,000 or more in aggregate principal amount of Bonds, such payments shall be made by wire transfer to an account within the continental United States as such Registered Holder shall designate in writing to the Trustee on or before the Record Date. 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 shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

This Bond is one of a Series of Bonds in the aggregate principal amount of $_____ (the "Series 2016 Bonds") 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 (the "State"), including particularly Chapter 17 of Title 6, Code of Laws of South Carolina 1976, as

amended, an ordinance duly adopted by the City Council of the City of Charleston, South Carolina ("City Council") on October 24, 1984 (the "Bond Ordinance"), an ordinance duly adopted by the City Council on March 8, 2016 (the "Series Ordinance") and a resolution duly adopted by the Commissioners of Public Works (the "Commissioners") of the City of Charleston on February 23, 2016 (the "Series Resolution") (the Bond Ordinance and the Series Ordinance are hereinafter collectively referred to as the "Ordinances") for the purpose of providing funds necessary to advance refund certain outstanding bonds of the waterworks and sewer system of the City (the "System") secured by a pledge of System revenues.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinances and Series Resolution. Certified copies of the Ordinances and Series Resolution are on file in the office of the Trustee and in the office of the Clerk of Court for Charleston County, South Carolina.

Both the principal of and interest on this Bond, as the same shall become due, are payable solely from the revenues derived from the operation of the System. This Bond shall not in any event constitute an indebtedness of the City within the meaning of any provision, limitation or restriction of the Constitution or statutes of the State. The City is not obligated to pay this Bond, or the interest hereon, save and except from revenues derived from the operation of the System.

For the payment of the principal of and interest on this Bond and the Series of which it forms a part, there are hereby irrevocably pledged the Gross Revenues of the System which shall remain after paying the cost of operation and maintenance of the System. This Bond and the Series of which is forms a part are on a parity with the outstanding _____. The Bond Ordinance authorizes the issuance of additional bonds on a parity with the _____, which, when issued in accordance with the provisions of the Bond Ordinance, will rank equally and be on a parity therewith. The _____ and any such additional parity bonds are hereinafter referred to collectively as the "Bonds".

The Commissioners have covenanted to continuously operate and maintain the System and fix and maintain such rates for the services and facilities furnished by the System as shall at all times be sufficient (a) to provide for the punctual payment of the principal of and interest on the Bonds and all Junior Lien Bonds, (b) to maintain the Debt Service Reserve Fund in the manner therein prescribed, (c) to provide for the payment of the expenses of the administration and operation and such expenses for maintenance of the System as may be necessary to preserve the same in good repair and working order, (d) to build and maintain a reserve for depreciation of the System, for contingencies and for improvements, betterments and extensions to the System other than those necessary to maintain the same in good repair and working order, and (e) to discharge all obligations imposed by the Enabling Act and the Ordinances.

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, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes.

This Bond is transferable, as provided in the Bond Ordinance, only upon the registration books of the City kept for that purpose by the Holder hereof in person or by his duly authorized attorney, upon (a) surrender of this Bond and an assignment with a written instrument of transfer satisfactory to the Trustee or the other Registrar, as the case may be, duly executed by the Holder hereof or his duly authorized attorney and (b) payment of the charges, if any, prescribed in the Bond Ordinance. Thereupon a new Bond or Bonds of the same Series, aggregate principal amount, maturity and interest rate shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance. The Commissioners, the Trustee and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner

hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

For every exchange or transfer of this Bond the Commissioners, the Trustee or Registrar, as the case may be, 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 January 1, 20__, and thereafter, are subject to redemption prior to maturity, at the option of the Commissioners, on and after _____ 1, ____, in whole or in part at any time (but if in part, in such order of maturities as shall be determined by the Commissioners) at the respective redemption prices set forth below, expressed as a percentage of the principal amount of such Bonds to be so redeemed, plus interest accrued to the redemption date:

Period During Which Redeemed (both dates inclusive)	Redemption Price

The Bonds maturing on January 1, 20__, are subject to mandatory sinking fund redemption commencing _____ 1, ____, and will be redeemed (to the extent not previously redeemed), at one hundred percent (100%) of the principal amount, plus interest accrued to the redemption date, on _____ 1 of each of the following years in the respective principal amounts for each year specified below:

Year	Amount

The Bonds maturing on January 1, 20__, are subject to mandatory sinking fund redemption commencing January 1, 20__, and will be redeemed (to the extent not previously redeemed), at one hundred percent (100%) of the principal amount, plus interest accrued to the redemption date, on January 1 of each of the following years in the respective principal amounts for each year specified below:

Year	Amount

The amount of the mandatory sinking fund redemption prescribed above for the Bonds of any maturity shall be reduced to the extent Bonds of such maturity have been purchased by the Commissioners or redeemed by the Commissioners pursuant to the optional redemption provisions set forth above, in such manner as the Commissioners shall direct, or, absent such direction, on a *pro rata* basis.

If less than all of any maturity of the Bonds are to be redeemed, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Trustee 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 Bond Ordinance.

If any of the Bonds, or portions thereof, are called for redemption, the Trustee will give notice to the Holders of any such Bonds to be redeemed, in the name of the City and the Commissioners, of the redemption of such Bonds, or portions thereof, which notice will specify the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Bonds are to be redeemed, the numbers of such Bonds so to be redeemed, and, in the case of Bonds to be redeemed in part only, such notice will also specify the respective portions of the principal amount thereof to be redeemed. Such notice will be given by mailing a copy of the redemption notice by first class mail at least 30 days prior to the date fixed for redemption to the Holder of each Bond to be redeemed, at the address shown on the registration books; provided, however, that the failure to give such notice by mail, or any defect in the notice mailed to the Holder of any Bond, shall not affect the validity of the proceedings for the redemption of any other Bond. Provided funds for their redemption are on deposit with the Trustee, all Bonds so called for redemption will cease to bear interest on the specified redemption date.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened and 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.

IN WITNESS WHEREOF, THE CITY OF CHARLESTON, SOUTH CAROLINA, has caused this Bond to be signed by the signature of its Mayor, its corporate seal to be reproduced hereon and the same to be attested by the signature of the Clerk of the City Council of the City of Charleston, South Carolina.

CITY OF CHARLESTON, SOUTH CAROLINA

(SEAL)

By_____
Mayor, City of Charleston, South Carolina

Attest:

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

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the Series described in the within mentioned Ordinances and Series Resolution.

By: **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,** as Trustee

_____

Authorized Officer

Authentication Date:

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: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program. The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

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

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by City Council. The Ordinance was read at two public meetings of City Council on two separate days. An interval of at least six days occurred between each reading. At each meeting, a quorum of City Council was present and remaining present throughout the meeting.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand this _____ day of March, 2016.

_____

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

10.)

AN ORDINANCE

TO PROVIDE FOR THE ISSUANCE AND SALE OF APPROXIMATELY $12,775,000 GENERAL OBLIGATION REFUNDING BONDS OF 2016 OF THE CITY OF CHARLESTON, SOUTH CAROLINA, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS OF THE SEVERAL SERIES OF 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 11-15-10 to 11-15-560, 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 $18,100,000 General Obligation Bonds of 2009, dated January 27, 2009 (the "2009 Bonds"). There remains outstanding of the 2009 Bonds the principal amount of $13,200,000 which matures on March 1 in the following principal amounts and in the following years and at the interest rates shown below:

Year	Principal	Interest Rate
2017	$ 900,000	3.500%
2018	1,000,000	4.000
2019	1,500,000	4.000
2020	2,000,000	3.125
2021	2,500,000	4.000
2022	2,500,000	4.000
2023	2,800,000	4.000

A savings in the debt service payments of the 2009 Bonds may be achieved by the issuance of refunding general obligation bonds, the proceeds of which may be applied to calling for redemption some or all of the 2009 Bonds which are stated to mature in the year 2017 through 2023, inclusive, at the earliest practicable date at a redemption price of par. The maturities of the 2009 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 approximately $12,775,000, the proceeds of which shall be used to refund some or all of the Refunded Bonds (the "Bonds").

Section 1.03. Recital of Applicable Constitutional Provisions

The 2009 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 an independent audit with a central repository and to file with a central repository event specific information within thirty days of an event adversely affecting more than five percent of revenue or its tax base.

The City has entered into a contract with Digital Assurance Certification, L.L.C., as exclusive 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 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 City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement attached hereto as Exhibit C. 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 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 and shall be in such form as is set forth in Exhibit C hereto, together with such modifications and amendments thereto as shall be deemed necessary by such Authorized Officer, upon advice of counsel. 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 date 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 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 15th day of the month immediately preceding each Bond Payment Date.

"Registrar" means 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

Section 3.01. Ordering the Issuance of Bonds

Pursuant to the provisions of the Refunding Act, and for the purpose of the refunding some or all of the Refunded Bonds, there shall be issued approximately $12,775,000 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 some or all 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 2009 Bonds, as appropriate, the net present value of each refunding shall not be less than 3.5% and the Bonds shall be issued no later than December 31, 2016.

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 fully registered form without coupons; (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 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 true interest cost (as hereinafter defined) to the City at a price not less than par and accrued interest to the date of delivery, except:

(a) all Bonds of the same maturity shall bear the same rate of interest;

(b) no rate of interest named shall be more than 3% higher than the lowest rate of interest named;

(c) each interest rate named shall be a multiple of 1/100 or 1/8th of 1%; and

(d) any sum named by way of premium shall be paid in cash as a part of the purchase price.

For the purpose of determining lowest true interest cost, the true interest cost will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds.

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. 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 as may be necessary and proper to effect the delivery of the Bonds in accordance with the terms and conditions hereinabove set forth, his/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, at not less than par and accrued interest 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 true interest rate. 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 each Series of 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 2009 Bonds

In the event the Bonds are issued, Council hereby irrevocably elects to call for redemption, as applicable, the appropriate maturities of the 2009 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 depositary 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 Depositaries, 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 8th day of March, 2016.

CITY OF CHARLESTON, SOUTH CAROLINA

By_____
Mayor

Attest:

_____
City Clerk

First Reading: February 23, 2016
Second Reading: March 8, 2016

EXHIBIT A

(FORM OF BOND)

No. _____

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CITY OF CHARLESTON
GENERAL OBLIGATION REFUNDING BONDS OF 2016

INTEREST RATE	MATURITY DATE	ORIGINAL ISSUE DATE	CUSIP
	_____ 1, ____	_____, 201_	

REGISTERED HOLDER: CEDE & CO.

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 the first interest payment date, or if the City shall fail to pay interest on the first interest payment date, 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 _____, 201_. 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 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 11-15-10 to 11-15-160, 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 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 facsimile signature of its Mayor and its corporate seal to be hereunto reproduced and attested to by the facsimile 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:

_____

_____

EXHIBIT B

NOTICE OF ADOPTION OF ORDINANCE
AUTHORIZING APPROXIMATELY $12,775,000 GENERAL OBLIGATION
REFUNDING BONDS OF 2016 OF THE CITY OF CHARLESTON, SOUTH CAROLINA

Notice is hereby given that by Ordinance effective March 8, 2016, the City Council of the City of Charleston has made provision for the issuance and sale of approximately $12,775,000 General Obligation Refunding Bonds of 2016 (the "Bonds").

The proceeds of the Bonds will be used to refinancing of some or all of the outstanding principal amounts of an original issue of $18,100,000 General Obligation Bonds of 2009 of the City dated January 27, 2009.

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), 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

EXHIBIT C

DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated as of _____, 2016, is executed and delivered by the City of Charleston, South Carolina (the "Issuer") and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with 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 services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Annual Report" means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

"Bonds" means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

"Disclosure Representative" means the Chief Finance Officer (or his designee), or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Failure to File Event" means the Issuer's failure to file an Annual Report on or before the Annual Filing Date.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

"Obligated Person" means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

"Official Statement" means that Official Statement prepared by the Issuer in connection with the Bonds, as listed on Appendix A.

"Trustee" means the institution, if any, identified as such in the document under which the Bonds were issued.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than seven months after the end of each fiscal year of the Issuer, commencing with the fiscal year ending December 31, 2015. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Failure to File Event has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;

(ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;

(iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;

(iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

1. "Principal and interest payment delinquencies;"

2. "Non-Payment related defaults, if material;"

3. "Unscheduled draws on debt service reserves reflecting financial difficulties;"

4. "Unscheduled draws on credit enhancements reflecting financial difficulties;"

5. "Substitution of credit or liquidity providers, or their failure to perform;"

6. "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"

7. "Modifications to rights of securities holders, if material;"

8. "Bond calls, if material;"

9. "Defeasances;"

10. "Release, substitution, or sale of property securing repayment of the securities, if material;"

11. "Rating changes;"

12. "Tender offers;"

13. "Bankruptcy, insolvency, receivership or similar event of the obligated person;"

14. "Merger, consolidation, or acquisition of the obligated person, if material;" and

15. "Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"

(v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as "Failure to provide annual financial information as required" when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. "amendment to continuing disclosure undertaking;"

2. "change in obligated person;"

3. "notice to investors pursuant to bond documents;"

4. "certain communications from the Internal Revenue Service;"

5. "secondary market purchases;"

6. "bid for auction rate or other securities;"

7. "capital or other financing plan;"

8. "litigation/enforcement action;"

9. "change of tender agent, remarketing agent, or other on-going party;"

10. "derivative or other similar transaction;" and

11. "other event-based disclosures;"

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. "quarterly/monthly financial information;"

2. "change in fiscal year/timing of annual disclosure;"

3. "change in accounting standard;"

4. "interim/additional financial information/operating data;"

5. "budget;"

6. "investment/debt/financial policy;"

7. "information provided to rating agency, credit/liquidity provider or other third party;"

8. "consultant reports;" and

9. "other financial/operating data."

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement:

(i) Market Value/Assessment Summary of taxable property in the City;
(ii) Tax levy for the City for current fiscal year;
(iii) Tax collections for the City for preceding fiscal year;
(iv) Ten largest taxpayers for City for preceding fiscal year;
(v) Debt service requirements for the next succeeding five years.

(b) Audited Financial Statements prepared in accordance with generally accepted accounting principles ("GAAP") as described in the Official Statement will be included in the Annual Report. If audited financial statements are not available, then, unaudited financial statements, prepared in accordance with GAAP as

described in the Official Statement will be included in the Annual Report. Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. Modifications to rights of Bond holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By:_____
Name:_____
Title:_____

CITY OF CHARLESTON, SOUTH CAROLINA,
as Issuer

By:_____
Name:_____
Title:_____

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer	City of Charleston, South Carolina
Obligated Person(s)	City of Charleston, South Carolina
Name of Bond Issue:	$_____ General Obligation Refunding Bonds of 201_
Date of Issuance:	_____, 201_
Date of Official Statement:	_____, 201_

CUSIP Numbers:

Due _____1	CUSIP

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer City of Charleston, South Carolina
Obligated Person(s) City of Charleston, South Carolina
Name of Bond Issue: $_____ General Obligation Refunding Bonds of 2016
Date of Issuance: _____, 2016
Date of Disclosure Agreement: _____, 2016

CUSIP Numbers:

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above named Bonds as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. [The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____].

Dated: _____

Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent, on behalf of the Issuer

_____

EXHIBIT C-1

EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

_____

Issuer's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

_____

Number of pages attached: _____

____ Description of Notice Events (Check One):

1._____"Principal and interest payment delinquencies;"
2._____"Non-Payment related defaults, if material;"
3._____"Unscheduled draws on debt service reserves reflecting financial difficulties;"
4._____"Unscheduled draws on credit enhancements reflecting financial difficulties;"
5._____"Substitution of credit or liquidity providers, or their failure to perform;"
6._____"Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7._____"Modifications to rights of securities holders, if material;"
8._____"Bond calls, if material;"
9._____"Defeasances;"
10._____"Release, substitution, or sale of property securing repayment of the securities, if material;"
11._____"Rating changes;"
12._____"Tender offers;"
13._____"Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14._____"Merger, consolidation, or acquisition of the obligated person, if material;" and
15._____"Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:_____

Name:_____ Title:_____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-2

VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____, 2016 between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

_____

Issuer's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

_____

Number of pages attached: _____

____ Description of Voluntary Event Disclosure (Check One):

1._____"amendment to continuing disclosure undertaking;"
2._____"change in obligated person;"
3._____"notice to investors pursuant to bond documents;"
4._____"certain communications from the Internal Revenue Service;"
5._____"secondary market purchases;"
6._____"bid for auction rate or other securities;"
7._____"capital or other financing plan;"
8._____"litigation/enforcement action;"
9._____"change of tender agent, remarketing agent, or other on-going party;"
10._____"derivative or other similar transaction;" and
11._____"other event-based disclosures."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:_____

Name:_____ Title:_____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date: _____

EXHIBIT C-3

VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____, 2016 between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

_____

Issuer's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

_____

Number of pages attached: _____

____ Description of Voluntary Financial Disclosure (Check One):

1._____"quarterly/monthly financial information;"
2._____"change in fiscal year/timing of annual disclosure;"
3._____"change in accounting standard;"
4._____"interim/additional financial information/operating data;"
5._____"budget;"
6._____"investment/debt/financial policy;"
7._____"information provided to rating agency, credit/liquidity provider or other third party;"
8._____"consultant reports;" and
9._____"other financial/operating data."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:_____

Name:_____ Title:_____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date: _____

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

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

That the foregoing is a true, correct and verbatim copy of an Ordinance unanimously adopted by the said City Council, having been read at two duly called and regularly held meetings at which a quorum attended and remained throughout on each of February 23 and March 8, 2016.

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 March, 2016.

_____

Clerk of the City Council of Charleston, South Carolina

11.)

Ratification
Number_____

AN ORDINANCE

AUTHORIZING THE EXECUTION OF DOCUMENTS RELATING TO THE LEASE-PURCHASE FINANCING OF THE ACQUISITION OF 50 BROAD STREET, CHARLESTON, SOUTH CAROLINA, FOR THE CITY OF CHARLESTON, SOUTH CAROLINA IN AN AMOUNT NOT EXCEEDING $600,000; AUTHORIZING THE EXECUTION OF A BASE LEASE AGREEMENT AND A PROJECT LEASE AGREEMENT IN CONNECTION THEREWITH, AND OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Charleston, South Carolina (the "City") is a political subdivision of the State of South Carolina; and

WHEREAS, the City Council of the City of Charleston ("City Council") is the governing body of the City; and

WHEREAS, the City acquired 50 Broad Street for City offices on February 10, 2006 and financed its purchase with a note and mortgage in the original principal amount of $1,350,000 with a maturity of February 1, 2011 (the "2006 Note and Mortgage"); and

WHEREAS, on September 14, 2010, the 2006 Note and Mortgage was extended to March 1, 2016, at which time payment of $545,539.93 will be due; and

WHEREAS, City Council desires to refinance such maturing sum relating to purchase of 50 Broad Street (the "Project") through the issuance of a lease-purchase obligation of the City in the amount of not exceeding $600,000 for a period of not exceeding five years at the expiration of which the City will own the Project; and

WHEREAS, City Council has therefore determined to finance the Project through a Base Lease Agreement, whereby the City will lease the site of the Project to a financial institution or its designee and, contemporaneously with the execution of such Base Lease, the City will enter into a Project Lease Agreement whereby the financial institution or its designee will lease back such real property, as improved, to the City; and

WHEREAS, the Project Lease Agreement approved herein constitutes a "financing agreement" within the meaning of Section 11-27-110(A)(6) of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, as provided in Section 11-27-110(B) of the Code of Laws of South Carolina, 1976, as amended, a political subdivision may not, unless first approved by referendum, enter into a financing agreement if the principal amount thereof, together with the principal amount of all general obligation debt outstanding chargeable against its constitutional debt limit would equal an amount in excess of such debt limit; and

WHEREAS, the assessed value of the City for the year 2015, which is the most recently completed assessment thereof is not less than $1,149,067,963, and, accordingly, the City's general obligation debt limit, as established pursuant to Art. X, §14 of the South Carolina Constitution is not less than $91,925,437; and

WHEREAS, the City has outstanding general obligation indebtedness in the amount of $54,225,000 chargeable against its constitutional debt limit, and, accordingly, the City may enter into a financing agreement with a principal amount of $600,000 without conducting a referendum as provided in said Section 11-27-110(B);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charleston, South Carolina:

ARTICLE I

DEFINITIONS

The terms defined in this Article I (except as otherwise expressly provided for or unless the context otherwise requires) for all purposes of this Ordinance shall have the respective meanings set forth in this Article I.

"Bank" means the financial institution awarded the Lease.

"Base Lease" means, as the case may be, the Base Lease Agreement between the Bank and the City, whereby the City will lease the Project to the Bank for a period not exceeding 60 months.

"City Clerk" means the City Clerk of the City, or in her absence for any reason, the acting City Clerk.

"Code" means the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations thereunder.

"Mayor" means the Mayor of the City, or in his absence for any reason, the Mayor Pro Tem of the City.

"Lease" means the Project Lease Agreement to be entered into between the Bank and the City.

"Ordinance" means this Ordinance of City Council.

ARTICLE II

AUTHORIZATION OF AND CONSENT TO FINANCING DOCUMENTS

Section 2.01 Solicitation; Authorization to Contract

The Mayor is hereby authorized to negotiate the award of the Lease to the entity which, in the determination of the Mayor, upon advice of the City's Chief Financial Officer, offers the terms most favorable to the City.

Section 2.02 Base Lease and Lease.

The forms, terms and provisions of the Base Lease and Lease in substantially the form used previously by the City in similar transactions are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Base Lease and Lease were set out in this Ordinance in their entirety. The Mayor and the City Clerk are hereby authorized, empowered and directed to execute, acknowledge and deliver the Base Lease and the Lease to the Bank. The principal amount of the financing represented by the Base Lease and the Lease shall not exceed $600,000, the exact amount to be determined by the Mayor provided, however, that the interest rate charged the City thereunder shall not exceed 3.5% per annum, the term of the Lease, subject to annual appropriation as provided therein, shall not extend beyond March 31, 2021. The payment schedule shall be attached as Exhibit B to the Lease (the "Payment Schedule"). The Base Lease and the Lease may contain such provisions as may be deemed necessary by the persons executing the same, upon advice of counsel, to accomplish the purposes of the transaction contemplated therein and in this Ordinance and as shall not be inconsistent with or contrary to such purposes. The execution of the Base Lease and the Lease shall constitute conclusive evidence of the persons executing the same of their approval of any and all such changes. The proceeds of the Lease shall be applied to finance the cost of the Project and costs associated therewith, as provided in the Lease.

The Mayor and the City Clerk, or either one of them, are hereby authorized to execute any and all other documents, instruments, certificates or other papers as they deem necessary and appropriate, with the advice of counsel, to accomplish the transactions contemplated by this Ordinance. The Mayor is specifically authorized to execute an agreement, if any, for the deposit of the proceeds of the financing contemplated hereby into an escrow account, defined in the Lease as the "Acquisition Account," which shall be held by a financial institution to be designated by the Bank and the Mayor.

Section 2.03 Official Intent.

City Council is mindful of the fact that, in order for the use of federally tax-exempt obligation proceeds to be considered "expended" for purposes of United States Treasury Department Internal Revenue Service Regulation 1.150-2 ("Reg. 1.150-2") when used to reimburse the City for expenditures made prior to the issuance of the obligations, certain conditions including the making of a declaration of intent to reimburse such expenditures must be met. The declaration of intent to reimburse expenditures on the Project with the proceeds of federally tax-exempt obligations not exceeding $600,000 pursuant to Reg. 1.150-2 is hereby made, and that the City Clerk is hereby directed to maintain a copy of this declaration in the files and records of City Council.

ARTICLE III

COMPLIANCE WITH REQUIREMENTS OF THE CODE

Section 3.01 Tax Representations and Covenants.

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 Lease 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 date of original issuance of the Lease. In this connection, the City covenants to execute any and all agreements or other documentation as it may be advised by Bond Counsel as will enable it to comply with this Section. Without limiting the generality of the foregoing, the City represents and covenants that:

(A) All property provided by the net proceeds of the Lease will be leased by the City pursuant to the Lease or 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 Lease or any facility financed with the proceeds of the Lease 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 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 Lease or by notes paid by the Lease that do not conform to the guidelines set forth in Revenue Procedure 97-13.

(D) The City will not sell or lease the Project or any property obtained with proceeds of the sale thereof 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 Lease.

(E) The Lease 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 contract with any federal government agency with respect to any facility financed with the proceeds of the Lease 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 Lease.

ARTICLE IV

EFFECTIVE DATE

Section 4.01 Effective Date of Ordinance.

The provisions of this Ordinance shall become effective upon its adoption.

DONE IN MEETING DULY ASSEMBLED this 8th day of March, 2016.

CITY OF CHARLESTON, SOUTH CAROLINA

_____
Mayor

Attest:

_____
City Clerk

First Reading: February 23, 2016
Second Reading: March 8, 2016

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

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

That the foregoing is a true, correct and verbatim copy of an Ordinance unanimously adopted by the said City Council, having been read at two duly called and regularly held meetings at which a quorum attended and remained throughout on each of February 23 and March 8, 2016.

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 March, 2016.

_____

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