



**AGENDA**  
CITY OF HARTSVILLE, SOUTH CAROLINA  
PUBLIC HEARINGS AND REGULAR CITY COUNCIL MEETING  
TUESDAY, JULY 14, 2020 - 5:30 PM  
CITY COUNCIL CHAMBERS - 100 EAST CAROLINA AVENUE

PURSUANT TO CITY OF HARTSVILLE EMERGENCY ORDINANCE 4397, DURING THE COVID-19 (CORONAVIRUS) PANDEMIC, THE CITY COUNCIL CHAMBERS WILL BE OPEN AND MAINTAINING SOCIAL DISTANCING. THE YOUTUBE VIDEO WILL BE MADE AVAILABLE THE NEXT BUSINESS DAY AT

<https://www.youtube.com/channel/UCyZJVNHT8NtgJrqplYpde4w>

PUBLIC COMMENTS SUBMITTED BY NOON ON THE DAY OF THE MEETING TO [city.clerk@hartsvillesc.gov](mailto:city.clerk@hartsvillesc.gov) WILL BE READ ALOUD FOR THE RECORD.

PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON FRIDAY, JULY 10, 2020 AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE AND ON HARTSVILLES.COV. CITY HALL IS AN ACCESSIBLE FACILITY, FOR ASSISTANCE CALL 843-383-3018.

1. CALL TO ORDER - MAYOR
2. INVOCATION AND PLEDGE
3. APPROVAL OF MINUTES
  - a. MOTION TO WAIVE READING OF AND APPROVE THE MINUTES OF THE JUNE 9, 2020 REGULAR CITY COUNCIL MEETING AND THE JUNE 30, 2020 SPECIAL CITY COUNCIL MEETING.
4. PRESENTATIONS
  - a. Water Issues on Lanier/Kenwood/Downtown - Ricky Fink, 105 East Lanier Drive
  - b. Hartsville Drainage Study - Carroll Barker with R. L. Robinson
5. MANAGER UPDATE
  - a. Miscellaneous Items from City Manager

CONSENT AGENDA - Received as Information Only

- a. Committee Draft Minutes/Reports  
June 2020 Draft Minutes/Reports
- b. Departmental Reports  
June 2020 Reports

UNFINISHED BUSINESS

6. PUBLIC HEARING AND FINAL READING ORDINANCE 4393: AUTHORIZING THE CITY OF HARTSVILLE, SOUTH CAROLINA TO ENTER INTO AN INSTALLMENT PURCHASE TRANSACTION TO MAKE CERTAIN IMPROVEMENTS TO CITY HALL AND TO REFINANCE SERIES OF BONDS ISSUED TO DEFRAY THE COSTS OF THE ACQUISITION, RENOVATION, AND IMPROVEMENT OF CITY HALL AND THE PAVILION AT LAWTON PARK AND CERTAIN OTHER BONDS AND CAPITAL LEASES OF THE CITY; AUTHORIZING THE

EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS RELATING TO SUCH TRANSACTION, INCLUDING THE BASE LEASE AGREEMENT AND THE INSTALLMENT PURCHASE AND USE AGREEMENT; APPROVING THE USE OF CERTAIN MONEY OF THE CITY; APPROVING THE ISSUANCE OF BONDS BY THE CITY OF HARTSVILLE PUBLIC FACILITIES CORPORATION; DELEGATING AUTHORITY TO THE MAYOR AND CITY MANAGER TO EFFECT SUCH TRANSACTION AND DETERMINE CERTAIN MATTERS; AND OTHER MATTERS RELATING THERETO.

- a. Reading by Title and Presentation
- b. Open/Close Public Hearing (state name and address for record)
- c. Approval of Final Reading and Waiving of Complete Reading

7. PUBLIC HEARING AND FINAL READING ORDINANCE 4394: AN ORDINANCE AMENDING AND RESTATING CERTAIN PROVISIONS OF CHAPTER 58, ARTICLE IV OF THE CODE OF ORDINANCES OF THE CITY OF HARTSVILLE, SOUTH CAROLINA TO PERMIT THE CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC SPACES WITHIN A DEFINED AREA; AND OTHER MATTERS RELATED THERETO.

- a. Reading by Title and Presentation
- b. Open/Close Public Hearing (state name and address for record)
- c. Approval of Final Reading and Waiving of Complete Reading

8. PUBLIC HEARING AND FINAL READING ORDINANCE 4395: TO ANNEX AN APPROXIMATELY 5.838 (+/-) ACRES PARCEL OF LAND, TAX MAP NUMBER 036-00-01-070 LOCATED ON BAY ROAD INTO THE CITY LIMITS OF HARTSVILLE.

- a. Reading by Title and Presentation
- b. Open/Close Public Hearing (state name and address for record)
- c. Approval of Final Reading and Waiving of Complete Reading

9. PUBLIC HEARING AND FINAL READING ORDINANCE 4396: TO ANNEX AN APPROXIMATELY 42.870 (+/-) ACRES PARCEL OF LAND, TAX MAP NUMBER 036-00-01-015 LOCATED ON BAY ROAD INTO THE CITY LIMITS OF HARTSVILLE.

- a. Reading by Title and Presentation
- b. Open/Close Public Hearing (state name and address for record)
- c. Approval of Final Reading and Waiving of Complete Reading

#### NEW BUSINESS

10. RESOLUTION 07-20-01: APPROVAL FOR HARTSVILLE POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF INVESTIGATION' FOR THE PEE DEE VIOLENT CRIME SAFE STREETS TASK FORCE.

11. FIRST READING ORDINANCE 4398: TO LEASE A PORTION OF TAX MAP NUMBER 056-06-02-087 LOCATED AT 114 SOUTH FOURTH STREET TO RETROFIT SIP 'N' SEAT.

- a. Reading by Title and Presentation
- b. Approval of First Reading and Waiving of Complete Reading

12. FIRST READING ORDINANCE 4399: TO LEASE THE PROPERTY AT 231 WEST CAROLINA AVENUE TO THE DARLINGTON COUNTY DEMOCRATIC PARTY.

- a. Reading by Title and Presentation
- b. Approval of First Reading and Waiving of Complete Reading

#### INFORMATION ONLY

- a. Calendars and Other Items

#### ADJOURNMENT





**REQUEST FOR**  
**COUNCIL AGENDA**  
The City of Hartsville

Agenda Date:  
7/14/2020

To: City Council  
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

Minutes of June 9, 2020 Regular City Council Meeting and June 30, 2020 Special City Council Meeting.

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**IMPACT IF DENIED:**

**ATTACHMENTS:**

Description

- ▣ June 9, 2020 Regular City Council Meeting Minutes
- ▣ June 30, 2020 Special City Council Meeting Minutes





## MINUTES

CITY OF HARTSVILLE, SOUTH CAROLINA  
PUBLIC HEARINGS AND REGULAR CITY COUNCIL MEETING  
TUESDAY, JUNE 9, 2020 - 5:30 PM  
CITY COUNCIL CHAMBERS - 100 EAST CAROLINA AVENUE

### Mayor/Council:

Mayor Pennington  
Mayor Pro-Tem Andrews  
Councilmember Braddock  
Councilmember Caldwell  
Councilmember Gammage  
Councilmember Mack – Absent  
Councilmember McGee

Attorney - None  
Press - None

### Executive Staff:

City Manager Zeigler  
City Manager Moore (Introduction)  
City Clerk Skipper  
Community & Economic Dev Dir. Munoz  
Finance Director Caulder  
Public Service Director Slatton  
Fire Chief Burr  
Human Resources Director Ward  
Tourism & Comm Dir. Baker  
Police Chief Thompson

PURSUANT TO CITY OF HARTSVILLE EMERGENCY ORDINANCE 4389, DURING THE COVID-19 (CORONAVIRUS) PANDEMIC, THE CITY COUNCIL CHAMBERS WILL BE OPEN AND MAINTAINING SOCIAL DISTANCING. THE YOUTUBE VIDEO WILL BE MADE AVAILABLE THE NEXT BUSINESS DAY AT <https://www.youtube.com/channel/UCyZJVNHT8NtgJrqplYpde4w>

PUBLIC COMMENTS SUBMITTED BY NOON ON THE DAY OF THE MEETING TO [city.clerk@hartsvillesc.gov](mailto:city.clerk@hartsvillesc.gov) WILL BE READ ALOUD FOR THE RECORD.

PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON FRIDAY, JUNE 5, 2020 AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE AND ON [HARTSVILLES.COV](http://HARTSVILLES.COV). CITY HALL IS AN ACCESSIBLE FACILITY, FOR ASSISTANCE CALL 843-383-3018.

Mayor Pro-Tem Andrews called the meeting to order at 5:43pm and asked Councilmember Gammage To lead in the invocation and Pledge of Allegiance.

Mayor Pennington arrived at 5:44pm.

MOTION TO WAIVE READING OF AND APPROVE MINUTES OF THE MAY 12, 2020 REGULAR CITY COUNCIL MEETING AND JUNE 2, 2020 SPECIAL CITY COUNCIL MEETING - APPROVED.  
Motion: Andrews; Second: Gammage; Carried: All ayes.

### PRESENTATIONS

Proclamation for North Industrial Machine 25<sup>th</sup> Anniversary- Mayor Pennington stated that they elected to move their headquarters into the city limits, inside our downtown district, and they are always helpful and good cooperate citizens. Congratulations on 25<sup>th</sup> anniversary.

### MANAGER UPDATE

City Manager Zeigler stated that the transition with the new city manager was going good.  
New City Manager Moore explained that this is his second day on the job and he's very excited to be

here. The city staff is a great group.

Mayor Pennington welcomed Jon, Ella and Claire Zeigler to the meeting.

#### CONSENT AGENDA - Received as Information Only

##### UNFINISHED BUSINESS

PUBLIC HEARING AND FINAL READING ORDINANCE 4390: AMENDING THE 2019-2020 FISCAL YEAR BUDGETS - APPROVED.

Open/Close Public Hearing: No public input.

Approval of Final Reading and Waiving of Complete Reading: Motion: McGee; Second: Coldwell;

Carried: with all ayes.

Lawton Wiggins of 106 Pinewood Drive asked to speak and approached the bench with photos and a letter about abandoned property on Laurel Oak. The Mayor referred the information to the City Manager to look into it.

PUBLIC HEARING AND FINAL READING ORDINANCE 4391: TO AMEND THE RESIDENTIAL SOLID WASTE USER'S FEE PURSUANT TO CHAPTER 70 "SOLID WASTE" ARTICLE I "IN GENERAL" SECTION 70-2 "RESIDENTIAL SOLID WASTE USER'S FEE" - APPROVED.

Open/Close Public Hearing: No public input.

Approval of Final Reading and Waiving of Complete Reading: Motion: Andrews; Second: Gammage;

Carried: with all ayes.

PUBLIC HEARING AND FINAL READING ORDINANCE 4392: AN ORDINANCE TO ADOPT A BUDGET FOR THE CITY OF HARTSVILLE, SOUTH CAROLINA, FOR THE FISCAL YEAR BEGINNING JULY 1, 2020, AND ENDING JUNE 30, 2021 - APPROVED.

Open/Close Public Hearing: No public input.

Approval of Final Reading and Waiving of Complete Reading: Motion: Andrews; Second: Coldwell;

Carried: with all ayes.

##### NEW BUSINESS

RESOLUTION 06-20-02: APPROVAL OF DISTRIBUTION OF STATE-LOCAL ACCOMMODATIONS TAX REVENUE - APPROVED.

Motion: Andrews; Second: Braddock; Carried: All ayes

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Motion: McGee; Second: Caldwell; Carried: All ayes.

FIRST READING ORDINANCE 4394: AN ORDINANCE AMENDING AND RESTATING CERTAIN PROVISIONS OF CHAPTER 58, ARTICLE IV OF THE CODE OF ORDINANCES OF THE CITY OF HARTSVILLE,

SOUTH CAROLINA TO PERMIT THE CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC SPACES WITHIN A DEFINED AREA; AND OTHER MATTERS RELATED THERETO - APPROVED.

Motion: Andrews; Second: McGee; Carried: All ayes.

FIRST READING ORDINANCE 4395: TO ANNEX AN APPROXIMATELY 5.838 (+/-) ACRES PARCEL OF LAND, TAX MAP NUMBER 036-00-01-070 LOCATED ON BAY ROAD INTO THE CITY LIMITS OF HARTSVILLE - APPROVED.

Motion: Andrews; Second: Caldwell; Carried: All ayes.

FIRST READING ORDINANCE 4396: TO ANNEX AN APPROXIMATELY 42.870 (+/-) ACRES PARCEL OF LAND, TAX MAP NUMBER 036-00-01-015 LOCATED ON BAY ROAD INTO THE CITY LIMITS OF HARTSVILLE - APPROVED.

Motion: Andrews; Second: Caldwell; Carried: All ayes.

Mayor Pennington asked if anyone wished to say a few parting words:

Natalie Zeigler thanked Mel, Bob, and Johnny for taking a chance on her in 2010; the city has done some really cool things in the years I've been here.

Bobby McGee wished her all the best.

Tre Gammage appreciated how available she had always been and he appreciated her help.

Bryson Caldwell appreciated her availability and the city will miss her. Enjoy Goosecreek when you get there.

Bob Braddock thanked her for helping him grow and he will miss her.

Johnny Andrews told her it had been a good ride with integrity, honesty, and vision all along the way earning the city multiple MASC awards and an All-America City award. God speed to you and your family.

Mayor Pennington presented a proclamation/resolution with accolades and accomplishments, a miniature red fox paperweight and a Neptune Island Waterpark replica of the Island.

City staff gave their parting words and posed with her for a group photo.

City Manager Moore stated that she had been a great asset to him. She was one of the first city managers he met when he came into the business. Wishes her well.

#### EXECUTIVE SESSION

MOTION: TO ENTER EXECUTIVE SESSION PURSUANT TO SC CODE FOIA SECTION 30-4- 70(a)(1) FOR DISCUSSION OF ANNUAL APPOINTMENTS TO VARIOUS BOARDS, COMMISSIONS, AND COMMITTEES AND EX-OFFICIO APPOINTMENTS - APPROVED.

Motion: Andrews; Second: Gammage; Carried: All ayes.

MOTION: TO VERIFY THAT ONLY THE ITEMS STATED IN THE MOTION TO ENTER EXECUTIVE SESSION WERE DISCUSSED DURING EXECUTIVE SESSION - APPROVED.

Motion: Andrews; Second: Gammage; Carried: All ayes.

UPON RETURNING TO OPEN SESSION, COUNCIL MAY TAKE ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION.

RESOLUTION 06-20-03: APPOINTMENTS TO VARIOUS CITY BOARDS, COMMISSIONS AND COMMITTEES - APPROVED.

Motion: Andrews; to appoint applicants by reference; Second: Caldwell; Carried: All ayes.

RESOLUTION 06-20-04: EX-OFFICIO APPOINTMENTS TO VARIOUS CITY BOARDS, COMMISSIONS AND COMMITTEES - APPROVED.

Motion: Andrews; to appoint ex-officios by reference; Second: Braddock; Carried: All ayes.

ADJOURNMENT: Without objection at 7:20pm.

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Carl M. (Mel) Pennington IV, Mayor

ATTEST: \_\_\_\_\_  
Sherron L. Skipper, City Clerk



## MINUTES

CITY OF HARTSVILLE, SOUTH CAROLINA  
SPECIAL CITY COUNCIL MEETING  
TUESDAY, JUNE 30, 2020 – 12:00 PM  
CITY COUNCIL CHAMBERS - 100 EAST CAROLINA AVENUE

Mayor Pennington –via electronic communications  
Mayor Pro-Tem Andrews  
Councilmember Braddock  
Councilmember Caldwell  
Councilmember Gammage  
Councilmember Mack  
Councilmember McGee

City Manager Moore  
City Clerk Skipper - Absent  
Tourism & Comm Dir. Baker  
Finance Director Caulder  
Community & Economic Dev Dir. Munoz  
Human Resources Director Ward  
Public Service Director Slatton

Attorney – None

Press –Matthew Christian, Morning News

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PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON FRIDAY, JUNE 26, 2020 AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE AND ON [HARTSVILLES.COV](http://HARTSVILLES.COV). CITY HALL IS AN ACCESSIBLE FACILITY, FOR ASSISTANCE CALL 843-383-3018.

Mayor Pro-Tem Andrews called the meeting to order at 12:03pm and asked Councilmember Mack to lead in the invocation and Pledge of Allegiance.

### NEW BUSINESS

RESOLUTION 06-20-05: AN EMERGENCY RESOLUTION TO ENCOURAGE FACE COVERINGS IN CERTAIN CIRCUMSTANCES; AND OTHER MATTERS RELATED THERETO - APPROVED.

Motion: McGee; Second: Caldwell; Carried: All ayes.

ORDINANCE 4397: APPROVAL TO EXTEND EMERGENCY ORDINANCE 4389 ENACTED MAY 12, 2020 - APPROVED.

Motion: Mack; Second: Gammage; Carried: All ayes

ADJOURNMENT: Without objection at 12:08pm.

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Carl M. (Mel) Pennington IV, Mayor

ATTEST: \_\_\_\_\_  
Sherron L. Skipper, City Clerk



REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

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7/14/2020

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**ORDINANCE/RESOLUTION CAPTION:**

Mr. Fink wants to present history and suggest possible solutions.



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**ORDINANCE/RESOLUTION CAPTION:**

Hartsville drainage study presentation.

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**BACKGROUND SUMMARY:**

Carroll Barker from R. L. Robinson will be presenting the findings from the public involvement questionnaire and recommendations. Will also be discussing initiation of FEMA grant and study areas with finding thus far based on the field survey information.



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**ORDINANCE/RESOLUTION CAPTION:**

Misc Items from City Manager.





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COUNCIL AGENDA  
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Agenda Date:  
7/14/2020

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**ORDINANCE/RESOLUTION CAPTION:**

Boards. Commissions and Committees Draft Minutes and Reports for June 2020.

**ATTACHMENTS:**

Description

- ▣ Airport Advisory Board
- ▣ Architectural Review Board
- ▣ Parks Committee
- ▣ Planning Commission
- ▣ Zoning Board of Appeals



**Minutes**  
**City of Hartsville South Carolina**  
**Airport Advisory Board Meeting**  
**Monday, June 8, 2020 – 5:30pm**  
**Public Services Conference Room – 402 S Leesburg Street**

Pursuant to Freedom of Information Act SC Code 30-4-80: Written notice was delivered to the press by email on Tuesday, June 3, 2020 and duly posted at the Public Services Building, and on [hartsvillesc.gov](http://hartsvillesc.gov).

Members Present: Lee Gardner, Chair, Lex West, Vice-Chair, Curry Dawkins, Wayne Guttry  
Guest(s) Present: Judy Elder, Engineering Consultant  
Staff Present: Kennedy McGee, Russell Slatton, Mark Defields, FBO

**Call to Order**

Board Chair Gardner called meeting to order at 5:33pm.

**Introduction of Mark Defields, New FBO (Flight Base Operator)**

Mark introduced himself to the board members and present guests while offering insight regarding his plans for the airport.

**Minutes**

Motion to approve March 9, 2020 regular meeting minutes: West; Second, Guttry.

**Terminal Project Update**

The grant application has been submitted to the FAA and the group is awaiting a response. If things continue with their current trajectory, the board should be awarded an amount that will cover all the desired aspects of construction. Hopefully, final word will be received from the FAA by the July meeting and the group can establish a concrete timeline for the start of construction through completion.

**FBO Report for February 2020**

See attachment.

**Report from the City**

All known deer have been removed from the airport grounds.

**Adjournment**

Chair Gardner adjourned the meeting at 6:06pm.

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Lee Gardner, Board Chair

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Date

## Hartsville Regional Airport (HVS) Status Report

Date:	06/01/2020	Period of Report:	May
Number of Counts Total:	205		
Piston Powered Aircraft:	191		
Jet/Turbine Powered Aircraft:	14		
Gallons of 100LL dispensed	649.77		
Gallons of Jet-A dispensed	216.63		
Ramp Fee (12,500 Lbs):		Overnight Fee:	
Tie Down Fee:		Hangar Fee:	1
Flight Instructors at HVS:	5		
Aircraft Available for Flight Instruction at HVS:	2		
Number of Students in Flight Training:	7		
Airport Repairs/Maintenance/Upgrades:			
- Repaired Entrance Gate			
- Repaired the Jet A self serve control station			
- Requested quotation from Kellys Electrical Service to repair lighting.			
- Grass maintenance			
- Replaced furniture and repairs to FBO as needed			
-Net Profit: AvGass \$272.90 City Payment \$27.29			
Jet A \$331.44 City Payment \$33.14			
- Shade Hangar has one new customer whom paid for 1 month (\$85.00). RiseAero payment \$8.50.			
Total Payment to City:\$136.93			



MINUTES  
CITY OF HARTSVILLE  
ARCHITECTURAL REVIEW BOARD MEETING  
WEDNESDAY, JUNE 17, 2020 5:15PM  
CITY COUNCIL CHAMBERS - 100 EAST CAROLINA AVENUE

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PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON FRIDAY, JUNE 12, 2020 AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE AND ON HARTSVILLESC.GOV.

**Members present:** Chairman Bobby Goodson, Vice Chairman Danny Johnson, Andy Newsom, Deborah Gandy, Marci Tuten, George Walden and Albert Wingfield. **Guest:** Larry Alvarez, Daniel Moore, Suzy Moyd and Brent Snyder. **Staff:** Brenda Kelley, Shannon Munoz and Karine Thomas. **Press:** Absent.

**Call to Order/Welcome**

Chairman Bobby Goodson called the meeting to order at 5:15pm. Staff Brenda Kelley introduced city manager Daniel Moore.

**Approval of Minutes**

Motion made by Johnson to approve the May 20, 2020 minutes as submitted; Second: Tuten; Carried: All in favor.

**New Business**

**Applications**

**Alvarez Resident – 110 Mantissa Row – painting and light fixture**

Larry Alvarez was present to participate in the discussion regarding the application. Mr. Alvarez made a request to add two light fixtures on either side of the garage door to improve visibility and aesthetics. In addition to adding two lights, he made a request to change the paint color to Valspar's Volcanic Ash (4009-1). Tuten made a motion to approve the façade improvements as submitted; Second: Johnson; Carried: All in favor.

**Down South Sugar – 207 N. Fifth St – wall mounted sign, paint & planters**

Brent Snyder was present to participate in the discussion regarding the application. Mr. Snyder represented a request to paint the building aloe to match the existing space, to place a 36 square foot sign above the door, and to place two planters outside. Wingfield made a motion to approve the requests as submitted; Second: Tuten. Carried: Goodson, Newsom, Gandy, and Walden voted in favor of the request. Johnson recused himself because he owns the building.

**Main Street Update**

Vibrancy and Facade Grants Available  
Drive Thru Farmers Market was a flop

**New Orientation and Continuing Education Training**

South Carolina Local Government Planning Enabling Act established mandatory training requirements for all appointees and staff involved with local planning and zoning. Members of the board must complete an initial six-hour orientation training followed by at least three hours of continuing education each year to comply with state law. In the past, members were required to attend a class that was proctored or facilitated. Because of COVID-19, the Municipal Association has the approval of the South Carolina Planning Education Advisory Committee to provide this mandatory training online so that each person can do his/her training individually without a proctor or facilitator.

Staff Brenda Kelley reminded the members that the online training is available through June 30, 2020. Members will be provided a certificate of completion that they must provide to staff to put in the files.

**Farewell and Adjournment**

With much sadness, Staff Brenda Kelley announced that Chairman Bobby Goodson and Vice Chairman Danny Johnson terms expire on June 30, 2020. This would be their last meeting. They have to be off the board for at least one year to be eligible for reappointment. She thanked them collectively and individually for their service. She encouraged each of them to reapply when the next seat became available.

Chairman Goodson thanked staff and members of the board for the opportunity to work with them. He encouraged the members to offer their honest opinions when making decisions. He said there are multiple good ways to do things. Vice Chairman Danny Johnson also thanked staff and members of the board for the opportunity to work with them.

**Adjournment**

Goodson made a motion to adjourn at 5:48p.m. Second: Johnson. The next meeting is scheduled for Wednesday, July 15, 2020 at 5:15PM.

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Signature



**Minutes**  
**City of Hartsville South Carolina**  
**Parks Committee Meeting**  
**Wednesday, June 10, 2020 – 5:00pm**  
**Lawton Park Pavilion, 716 Prestwood Dr**

**Pursuant to Freedom of Information Act SC Code 30-4-80: Written notice was delivered to the press by email on Wednesday, June 3, 2020, and duly posted at 402 S Leesburg Street, 716 Prestwood Dr and on hartsvillesc.gov.**

Members Present: Antonio de Ridder, Ken Hughes, Brent Beasley, Nique Knockemus, Rose Williams  
Council Ex-Officio: Bobby McGee  
Staff Present: Russell Slatton, Adam Bedard, Alisha Belk

The meeting was called to order at 5:02pm by Chair, Ken Hughes.

Minutes

Committee approved minutes from the February 12, 2020 with an addendum.

COVID-19 Current and Future Phases

- a. Russell Slatton reviewed the City's timeline regarding the re-opening of TB Thomas and the rest of Byerly Park. The baseball and softball fields are open as well the tennis courts, basketball court and playground. TB Thomas is open on a limited capacity from 8am-1pm. Pickleball courts inside TB Thomas are open and some of the workout equipment has been moved to the gym to accommodate social distancing guidelines.
- b. Monday, June 15, 2020 will begin limited classes in the gym and it will be just one class a day. League play will start with Hartsville Nationals using the fields with limited usage of the fields and dugouts.
- c. Next phase has not been announced but expected to be fully open by July 1, 2020.

Parks and Recreation Manager Updates

- a. Baseball/Softball Tournament: As of right now there are tournaments scheduled every weekend from now to October 11<sup>th</sup>. The first tournament is June 13<sup>th</sup> and 50 teams are expected to be in town. Social distancing rules are being adhered to.
- b. Outdoor Basketball lights were installed two weeks ago and they automatically turn on at 4pm and off by 10pm daily. There are typically 20 plus people out there a day using the court.
- c. Outdoor Basketball bathrooms: Senator Malloy stated that there was funding available and package has been submitted to the State House. They will be similar to the ones at Pride and Burry Parks. No information has been received back at this time.
- d. Byerly Fitness Loop: Installed dip bars last week which is the 3<sup>rd</sup> piece of equipment installed out at the park. There will be a 4<sup>th</sup> installed, which will be a raised platform that you can do push-ups or stretches on. It will be an 8x8 square that will be moveable.
- e. Staff events: Each quarter the city brings the staff together to participate in some type of athletic event. So far we have done kickball, bowling, corn hole, and basketball and flag football. Teams are picked randomly so that employees will co-mingle with others in the city within the different departments. Idea was brought up that maybe an outside entity such as a YMCA team,

Sting Ray or other businesses or Rotary Club etc. come and compete against the city teams so that they can also meet others in the community.

- f. Bike/walk trail: Ken Hughes made a motion for the Parks and Rec Department to investigate and pursue a painted 5k trail to start paperwork with SCDOT to get the trail marked out. Antonio was asked to work with Russell Slatton in getting what is needed for the paperwork that will need to be completed to obtain permission to begin this project. Nique was asked to provide the map of the route that she had already printed out. Motion to approve: Antonio; Second, Nique; carried; all ayes.

Meeting was adjourned at 6:05 pm.

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Ken Hughes, Chair

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Date





**MINUTES  
CITY OF HARTSVILLE  
PLANNING COMMISSION MEETING  
MONDAY, JUNE 29, 2020 - 5:30PM  
CITY COUNCIL CHAMBERS - 100 EAST CAROLINA AVENUE**

**PURSUANT TO CITY OF HARTSVILLE EMERGENCY ORDINANCE 4389, DURING THE COVID-19 (CORONAVIRUS) PANDEMIC, THE CITY COUNCIL CHAMBERS MAY BE OPEN, MAINTAINING SOCIAL DISTANCING, AND FOLLOWING DHEC AND CDC GUIDELINES**

**PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON THURSDAY, JUNE 25, 2020 AND DULY POSTED AT CITY HALL LOCATED AT 100 EAST CAROLINA AVENUE AND ON HARTSVILLESC.GOV. CITY HALL IS AN ACCESSIBLE FACILITY.**

**Members present:** Chairman Curtis Lee, Vice Chairman Chris Shirley, Trevor McDonald, Nancy McGee and Analissa Smith. **Absent:** Dan Askins and Casey Hancock **Staff:** Brenda Kelley, Shannon Munoz and Karine Thomas. **Guest:** Daniel Moore. None. **Press:** Absent.

**Call to Order/Welcome**

Chairman Curtis Lee called the meeting to order at 5:30pm. He then recognized City Manager Daniel Moore. Mr. Moore introduced himself and briefly shared information about his background. The commissioners individually introduced themselves and briefly shared information about his/her background and his/her involvement in the community.

**Approval of Minutes**

Trevor McDonald made a motion to approve the May 18, 2020 meeting minutes; Second: McGee; Carried: All in favor.

**Election of Officers**

Chairman Lee nominated Nancy McGee for Chairman. No other nominations were made. Shirley made a motion to approve the nominee; Second: McDonald. All in favor.

Chairman Lee nominated Chris Shirley for Vice Chairman. No other nominations were made. McGee made a motion to approve the nominee; Second: Smith. All in favor.

McGee will take her position as Chairman at the July meeting. Shirley will continue as Vice Chairman.

**Old Business**

**Comprehensive Plan/Vision 2020**

Chairman Lee complimented staff on the format, graphics and the information contained in the Cultural Resources and the Community Facilities and Services Element. Staff Shannon Munoz stated she would work with the GIS Coordinator to add a map of cultural facilities as well as park and recreation facilities to the Cultural Resources Element. A map of the water lines would also be added to the Community Facilities and Services Element. She anticipates a complete draft in October 2020 and a recommendation to City Council in November 2020.

McGee asked that in light of COVID, each commissioner take an element and read it for things that might change for sustainability. Chairman Lee assigned the elements as follows: McGee – Housing and Natural Resources, Shirley – Transportation, Smith – Cultural & Recreational Resources, Hancock – Education and Community Facilities and Lee, Economic Development & Land Use.



**New Orientation and Continuing Education Requirements for Commissioners**

South Carolina Local Government Planning Enabling Act established mandatory training requirements for all appointees and staff involved with local planning and zoning. Members of the board must complete an initial six-hour orientation training followed by at least three hours of continuing education each year to comply with state law. In the past, members were required to attend a class that was proctored or facilitated. Because of COVID-19, the Municipal Association has the approval of the South Carolina Planning Education Advisory Committee to provide this mandatory training online so that each person can do his/her training individually without a proctor or facilitator.

Staff Brenda Kelley provided the website for training and reminded the members that training certificates were due on June 30, 2020. She informed the commissioners that she contacted the Municipal Association to ask if an extension had been granted because of the rise in COVID-19 cases in South Carolina.

**Adjournment**

McDonald made a motion to adjourn at 6:04pm; Second: Shirley.

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Signature



**Minutes  
Zoning Board of Appeals Meeting  
City Council Chambers, City Hall  
100 East Carolina Avenue  
Thursday, June 24, 2020 5:30p.m.**

**PURSUANT TO FREEDOM OF INFORMATION ACT SC CODE 30-4-80: WRITTEN NOTICE WAS DELIVERED TO THE PRESS BY EMAIL ON JUNE 9, 2019 AND DULY POSTED IN CITY HALL.**

**Members present:** Chairman Tommy Goodson, Vice-Chairman Brian Meadows, and Kirk Askins. **Absent:** Thomasena Davis and Luann Jeffords Post **Guest:** Kevin Hogsed, Daniel Moore and Amanda Taylor. **Staff:** Brenda Kelley, Shannon Munoz and Karine Thomas. **Press:** Absent.

**Call to Order/Welcome**

Chairman Tommy Goodson called the meeting to order at 5:38pm. Staff Brenda Kelley welcomed and introduced City Manager Daniel Moore.

**Approval of Minutes**

Chairman Goodson presented the December 16, 2019 minutes for approval. Kirk Askins made a motion to approve the minutes as submitted; Second Meadows; Carried: All in favor.

**Oath of Office**

Goodson, Meadows and Askins took the Oath of Office.

**Election of Officers**

Chairman Goodson announced that he was considering resigning next year and was not interested in being nominated as Chairman. Chairman Goodson called for nominations for Chairman. Askins then nominated Brian Meadows for Chairman; Second Goodson. Carried: All in favor. Chairman Goodson then called for nominations for Vice Chairman. Meadows nominated Kirk Askins for Vice Chairman. Second Goodson. Carried. All in favor. The newly elected Chairman and Vice Chairman will take their positions at the next Zoning Board of Appeals Meeting.

**Appeal Z – 2020 – 01: Request by Kevin Hogsed, on behalf of AT&T for a Special Exception to allow a small cell tower in the Underground Facilities District at 432 Hartsville Crossing Boulevard and 904 South Fourth Street.**

**Chairman Goodson swore in Kevin Hogsed and Amanda Taylor both representatives of AT&T.**

**Hogsed:** Thanked Staff Brenda Kelley and Shannon Munoz for working with him. He apologized to Mrs. Munoz. She rejected the application in the beginning and rightfully so because it was in the Underground

District. He explained how it came about so the board does not think that he came in and just did as he wanted to do. It is not what happened. AT&T applies for a single permit in most places. They have several hundred in North Carolina, not quite as many in South Carolina. When they apply for a permit with the Department of Transportation and they approve it, that is the only permit needed. If it is a city street, and the city approves it that is the only permit. In this case, they applied with SCDOT and received approval. He gave it to the construction crew. Right about the same time, he received a letter from Mrs. Munoz stating that she could not provide a 911 address because AT&T needed to apply for a permit. They applied for a permit. She denied it. The construction crew had already placed the pole. Mr. Hogsed did not know that. He immediately tried to schedule a meeting. It explained that it was not AT&T trying to go over Mrs. Munoz's authority. It was simply an oversight. Typically one permit was all they need. They had the permit. He apologized for allowing that to happen.

Mr. Hogsed said he was there to plead his case. While the City of Hartsville does not want anything above ground in the Underground District, these cell towers are not the traditional poles that hold aerial wires. Lines are not stringing from the poles to the street in the Underground District. AT&T's small cells are stand-alone concealment poles that feeds out wirelessly. Purpose of the small cell is to pull the signal off the big towers, the 600-foot towers around the county. Those towers are meant to cover large spaces up to three (3) linear miles in any direction. They are very broad. When you have little pockets like downtown and on Fourth Street where many of the businesses are, the little pockets tend to use more of the bandwidth. It robs the ability of some of the people on the outskirts of town from being able to use it. They placed the small cells to pull the bandwidth in smaller areas. It frees up the bandwidth for the big towers. It can be used to serve the less densely populated areas. The small cell helps with densifying the signal in the small area. It also will allow 5G. It allows First Net, which is a program AT&T introduced that allows the first responders to have priority use of the signals. In the event of a disaster, it allows persons with the First Net sim card priority over someone who does not. It is one of the reasons AT&T wants to put the small cells in town.

Lastly, he said the reason they chose to two locations for the Special Exception first was that they had limited money to spend. AT&T's engineers did a heat map study and determined that the Fourth Street corridor was a hot spot. The people there were using more bandwidth than the big macro tower could handle.

**Goodson:** You mentioned two small cells. Any idea where this is headed?

**Hogsed:** We have five (5) total in Hartsville right now. Fortunately three (3) of them were not in the Underground District. Two (2) of them were in the SCDOT right-of-way.

**Goodson:** Somewhere in the application, I saw the height of the small cell.

**Hogsed:** One of the comments in the City of Hartsville Ordinance is to use an existing structure of the height of the existing structure is not changed more than three (3) feet. No existing structures exists in that district. The only thing available to use in the underground district is the power poles. The poles would have to be changed out which would cause a mismatch in the poles. Duke Energy would not allow AT&T to use the existing poles. There was no other choice in the right-of-way other than the two poles that were submitted.

**Goodson:** Any objections to the proposal?

**Kelley:** No objections. We sent letters to all the property owners within a 300-foot radius of the poles. We received some phone calls. Once they looked at them, they were ok. They had driven by the poles on several occasions and not realized they existed.

**Hogsed:** This is going to come up more. Other providers will eventually need a small cell in Hartsville. You may want to look at some alternatives.

**Goodson:** As far as you know, are there any adverse effects on a person's health?

**Hogsed:** As far as I know, there is no danger. On the pole itself, by law, a placard is placed on the pole that says the distance from the antenna that you can be safe in most cases is three (3) feet. If you are any closer, you have to call the power company.

**Goodson:** Will the proposal be in conflict with the Comprehensive Plan.?

**Kelley:** When the City adopted the small cell, it was adopted because we knew it was coming down the pike. We do not have something specific in the Comprehensive Plan about small cells. No detrimental effect.

**Taylor:** Kevin did a great job. We are aware of your need to be aesthetically pleasing in your underground district. We will do everything we can to work with you on that. Please let me know if you have any further questions about protecting health and safety.

**Askins:** You mentioned you were placing small cells on East Carolina Avenue. I am interested in that area.

**Hogsed:** We have not started that phase.

After consideration of the evidence and Mr. Hogsed's comments, Chairman Goodson presented the motion to approve the special exception as requested. Brian Meadows seconded. The motion carried unanimously by a vote of 3-0 (Jeffords Post and Thomas absent).

Chairman Goodson presented the findings and the board's conclusions noting the following:

1. The proposed use would not have an adverse effect on the health or safety or persons residing or working in the neighborhood of the proposed use.
2. The proposed use would not be detrimental to the public welfare or injurious to property or improvements in the neighborhood.
3. The proposed use does not conflict with the City of Hartsville Comprehensive Plan.

### **Adjournment**

There being no further business, the meeting was adjourned at 6:02p.m.

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Signature



**REQUEST FOR  
COUNCIL AGENDA**  
The City of Hartsville

Agenda Date:  
7/14/2020

To: City Council  
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

City Departmental Reports for June 2020

**ATTACHMENTS:**

Description

- ▣ Animal Control
- ▣ Business Navigator
- ▣ Code Enforcement Activity
- ▣ Code Enforcement - Issues Map
- ▣ Development
- ▣ Development - Permit Map
- ▣ Environmental Services
- ▣ Financial
- ▣ Financial Revenue
- ▣ Fire Incidents
- ▣ Fire Incidents by Zone
- ▣ Fire Recovery
- ▣ Grants
- ▣ Human Resources
- ▣ Main Street Hartsville
- ▣ Museum
- ▣ Parks & Recreation
- ▣ Police Statistics
- ▣ Tourism & Events

# City of Hartsville Fire Department

Hartsville, SC

This report was generated on 7/8/2020 9:45:46 AM



## Personnel and Events for Event Type for Event Category for Date Range

Event Categories: Animal Control | Event Type(s): Animal Control | Start Date: 06/01/2020 | End Date: 06/30/2020

DATE	EVENT NAME	CATEGORY	LOCATION	HOURS
06/01/2020	207 W. College Ave. Kitten	Animal Control	207 W. College Ave	0.25
	Jeffrey Burr			
06/01/2020	600 Wilson drive ( two dogs in yard in the fence)	Animal Control	600 Wilson Drive	0.5
	Jeffrey Burr			
06/01/2020	432 James Ave roaming Dog.	Animal Control	432 James Ave	0.5
	Jeffrey Burr			
06/16/2020	brindle pit at fire dept	Animal Control	Howard St	0.5
	Richard King, Thomas Catoe Jr			
06/16/2020	400 W Richard son Cir (Brown Mangy Puppy)	Animal Control	400 W Richardson Cir	0.5
	Richard King, Thomas Catoe Jr			

List of events in chronological order for given Category and Type. Displays participants, location, and duration.



**EMERGENCY  
REPORTING**

emergencyreporting.com

Doc Id: 1118

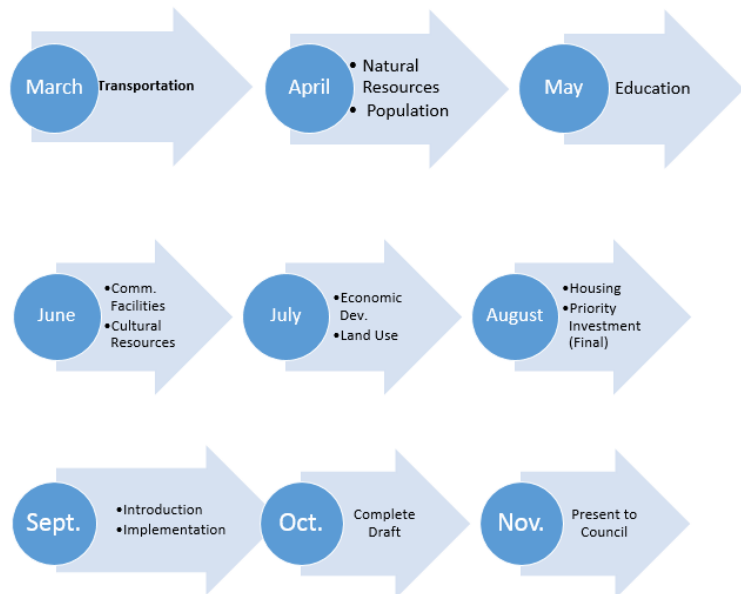
Page # 1 of 1

# Monthly Departmental Report: Navigator 2020



## Comprehensive Plan

**January 2020:** Staff continues work on the Priority Investment element concerning capital improvements for the city and future projects. Statistical information is still being gathered and the Natural Resources & Transportation Elements are almost complete. Below are the elements slated for each month (estimated that Vision 2030 will be ready for city council Nov. 2020). **March 2020:** Planning Commission met via teleconference and discussed the Transportation Element. PC asked that more information be provided



within the Bicycle & Pedestrian Infrastructure section along with a GIS map illustrating where they are needed. Under the Truck Routes section include FedEx and UPS. **April 2020:** Planning Commission did not meet but the Natural Resources & Population elements were emailed to the commission for review and input. **May 2020:** PC meet and reviewed Education Element, discussed required online training for new members along with continuing education training. PC also engaged in a robust discussion on Strong Towns and Resiliency for the future. **June 2020:** PC meet and reviewed the Cultural/Recreational & the Community Facilities Elements. PC will determine if resiliency/COVID-19 objectives should be included within each element.

## Ordinance Revision

No ordinances have been revised by PC this year.

## Historic Butler District Neighborhood Revitalization Strategy

New board members are exploring ways to jumpstart revitalization efforts. Planning department staff will provide technical assistance where needed.

## Great American Cleanup

The Great American Cleanup will be postponed due to COVID-19.



## CODES ENFORCEMENT ACTIVITY

TIME STAMP	TYPE ACTIVITY	SUBJECT PROPERTY	PROPERTY OWNER NAME	OWNER'S ADDRESS	TAX MAP #	Letter/ Report sent? Date	Follow up target date	Disposition: Open or Closed
10/19/17	IPMC	810 Butler St., Hartsville, SC	Brockington, Joseph	206 Howard ST., Hartsville, SC	057-02-01-113	6-4-19		OPEN
2/26/18	IPMC	313 Lincoln ave., Hartsville, SC	Dorothy, Samuel	1210 Robinson Street, Hartsville,	057-02-01-083	2/26/18		OPEN
2/26/18	IPMC	1310 Robinson St., Hartsville,	Alsbrooks, Parolee	1310 Robinson St.,	057-06-03-071	2/26/18		OPEN
4/12/18	IPMC	315 Tillotson Ave., Hartsville,	Forfeited Land Commission			4/11/18		OPEN
4/12/18	IPMC	322 Tillotson Ave., Hartsville,	Forfeited Land Commission			4/11/18		OPEN
4/13/18	IPMC	411 Howard st., Hartsville, SC	Forfeited Land Commission			4/12/18		OPEN
5/8/19	IPMC	813 W. Home Ave., Hartsville,	Kirven, Jaqueline & Joel Pollard	813 W. Home Ave., Hartsville,	035-12-01-079	5/8/19		OPEN
7/18/19	IPMC	2307 Myrtle St., Hartsville, SC	Anderson, Cora	4311 Queen Ann Ave., Lorain,	057-06-02-008	7/24/19		OPEN
7/29/19	IPMC	117 W. Washington St.,	Flo-Rose LLC, Bieneta Johnwon	1776 Brookshire Court,	057-03-01-018	7/29/19		OPEN
7/29/19	IPMC	204 Jasper Ave., Hartsville, SC	Jackson, Carrie	PO Box 381, Timmons ville,	056-14-03-093	7/29/19		OPEN
9/17/19	IPMC	505 S. Sixth St., Hartsville, SC	Florence County Habitat	1937 W. Palmetto St.,	056-10-03-100	4/1/20		OPEN
9/26/19	IPMC	546 Poole St., Hartsville, SC	Dickey, James	44 Broad St. NW/ #601, Atlanta,	056-14-04-031	2/27/20		OPEN
10/24/19	IPMC	908 Tuskegee St., Hartsville,	Davis, Ikeybra & Brian c/o	705 Clinton Ave., Hartsville, SC	057-02-02-036	10/24/19		OPEN
1/2/19	IPMC	429 Marlboro Ave., Hartsville,	Blakeney, Alexander Gaye	429 Marlboro Ave., Hartsville,	056-09-03-029	1/2/20		OPEN
1/22/20	IPMC	1321 Robinson St., Hartsville,	Mahew, Edwin	140 Middleboro Cir., Franklin, TN	057-06-03-034	1/22/20		OPEN
2/27/20	IPMC	316 Laurel Oak, Hartsville, SC	Bush, Nicolette	4080 Highway 324, Rock Hill,	056-02-02-060	6/11/20		OPEN
3/5/20	IPMC	708 Pitt St., Hartsville, SC	Keitt, Barbara Estelle%Barbara	PO Box 26425, Jacksonville, FL	056-14-06-058	3/5/20	6/26/20	CLOSED
3/5/20	IPMC	818 Hampton st., Hartsville, SC	Howard, Benjamin	PO Box 99, Lydia, SC 29079	057-02-02-107	3/5/20		OPEN



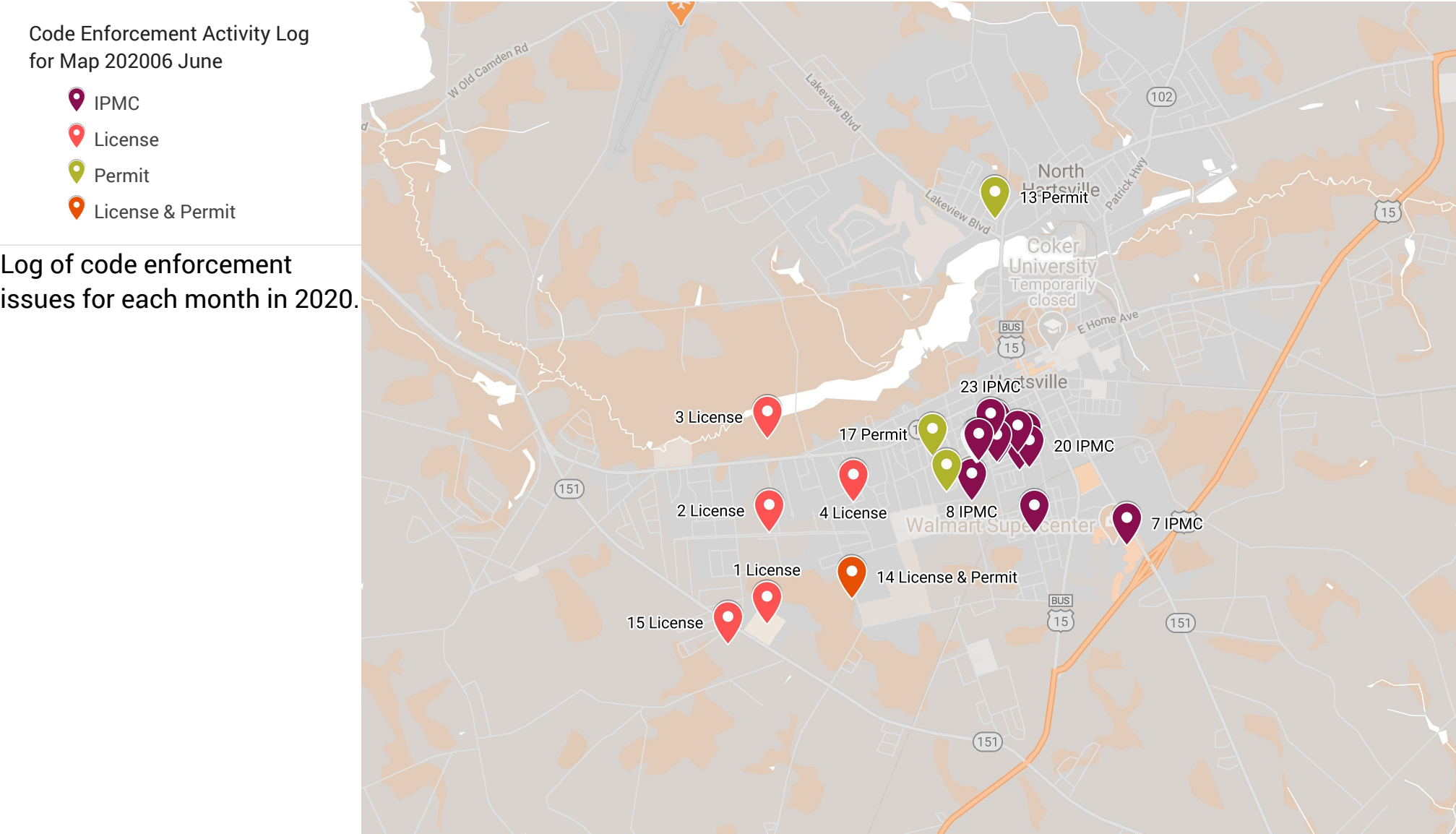
4/20/20	IPMC	700 Butler St., Hartsville, SC	Murray, Delores	300 Acorn Dr., Lafayette, LA	056-14-06-012	5/5/20	6/2/20	CLOSED
5/5/20	IPMC	Corner of Hampton & Sixth	Askins, Robert William	2606 Marybank Dr., Effingham,	056-14-04-067	5/5/20	6/4/2020	CLOSED
5/6/20	IPMC	706 Butler St., Hartsville, SC	Horton, Dennis Lee	5709 Peace NEst Dr.,	056-14-06-015	5/6/20		OPEN
5/6/20	IPMC	611 S. Eighth St., Hartsville,	Spann, JB Sr. % Rev. Heath Terry	8216 Westminster	056-14-07-032	5/6/20		OPEN
5/12/20	IPMC	Sumter Ave., Hartsville, SC	Funderburk, Tim	1261 Lakeview Blvd., Hartsville,	056-13-03-028	5/12/20	6/24/20	CLOSED
5/12/20	IPMC	435 Bell Ave., Hartsville, SC	Mark Estates	PO Box 134, Lydia, SC 29079	056-13-03-001	5/12/20		OPEN
5/12/20	IPMC	Brewer Ave., Hartsville, SC	Phillips, Nancy S. Etal	Brewer Ave., Hartsville, SC	056-13-03-051	5/12/20	6/24/20	CLOSED
5/20/20	License	1304 W. Bobo Newsome Hwy,	RONCO			5/20/20	6/4/2020	CLOSED
5/21/20	IPMC	Lincoln Ave., Hartsville, SC	Edwards, Brian & Etal	1603 Ramblewood,	057-02-01-081	5/21/20		CLOSED
5/26/20	License	507 Woodland Dr., Hartsville,	Exterior's R Us			5/26/20		OPEN
5/29/20	IPMC	332 Marion Ave., Hartsville, SC	Lowery, Joseph & Mary A	PO Box 658, Hartsville, SC	056-14-07-036	5/29/20		CLOSED
5/29/20	IPMC	504 S. Sixth St, Hartsville, SC	Hughes, Eric	9801 Taylor Road,	056-10-03-062	5/29/20		CLOSED
5/29/20	IPMC	705 Hudson St., Hartsville, SC	Redis, Thomas	PO Box 2224, Hartsville, SC	056-14-05-025			OPEN
6/1/20	License	1304 W. Bobo Newsome Hwy.,	Petroleum Recovery			6/1/20	6/1/20	CLOSED
6/1/20	IPMC	District 5	Routine Patrol					
6/2/20	IPMC	District 6	Routine Patrol					
6/3/20	IPMC	District 1	Routine Patrol					
6/4/20	IPMC	District 2,3	Routine Patrol					
6/5/20	IPMC	District 4	Routine Patrol					
6/5/20	License	Power St., Hartsville, SC	Monraga			6/5/20	6/5/20	CLOSED

6/5/20	License	127 Erwin, Hartsville, SC	Crosby Roofing				6/5/20	CLOSED
6/5/20	License	Barefoot, Hartsville, SC	Beasley Home Improvement				6/5/20	CLOSED
6/8/2020	IPMC	District 5	Routine Patrol					
6/9/20	IPMC	District 1,2,3	Routine Patrol					
6/9/20	IPMC	313 Brewer Ave., Hartsville, SC	Sherman, Dakilya	313 Brewer Ave., Hartsville, SC	056-14-02-022	6/9/20		OPEN
6/9/20	IPMC	702 Butler St., Hartsville, SC	Darlington County Habitat	PO Box 1983, Hartsville, SC	056-14-06-013	6/9/20		OPEN
6/9/20	IPMC	1217 Retail Row, Hartsville, SC	Retail Row Holdings, LLC	5669 LA Seyne PL, San Jose,	056-00-01-139	6/9/20	6/30/20	CLOSED
6/9/20	IPMC	437 Lincoln Ave., Hartsville, SC	Goodson, Leona c/o Peterson,	2920 Larkhall Road, Columbia,	057-01-03-002	6/9/20		OPEN
6/9/20	IPMC	1018 Myrtle Street, Hartsville,	Douglas, Eric & Tchalla	347 Dovesville Hwy, Darlington,	057-06-02-011	6/9/20		OPEN
6/9/20	IPMC	330 Jasper Avenue,	Pinckney, Tina	40 Sycamore Avenue, Mt.	056-14-02-083	6/9/20		CLOSED
6/10/20	IPMC	District 1,2,3	Routine Patrol	Routine Patrol				
6/11/20	IPMC	418 James Ave., Hartsville, SC	Cain, Angel	2400N. Bullard ave. Apt. 2001,	056-13-04-022	6/11/20		OPEN
6/11/20	IPMC	331 Jasper Ave., Hartsville, SC	Brockington Company	2306 Broad Drive, Florence,	056-14-07-004	6/11/20		OPEN
6/15/20	IPMC	Routine Patrol	District 6					
6/16/20	Permit	116 Ridgecrest Dr., Hartsville,	Tino's Construction			6/16/20		CLOSED
6/16/20	IPMC	Routine Patrol	District 1,2,3					
6/17/20	IPMC	District 4	Routine Patrol					
6/17/20	License & Permit	1006 Bentwood Dr., Hartsville,	Tru Line Roofing			6/17/20	6/17/20	CLOSED
6/18/20	IPMC	District 1	Routine Patrol					
6/19/20	License	1340 Carolina Bay Blvd.	National Power Generator			6/19/20		



6/19/20	IPMC	606 Howard St., Hartsville, SC	Florence County Habitat	1937 W. Palmetto St.,	056-14-03-047	6/19/20		OPEN
6/19/20	IPMC	District 5	Routine Patrol					
6/22/20	IPMC	District 4	Routine Patrol					
6/22/20	Permit	310 West Richardson	Mimms, Emma	Black Creek Builders	056-13-02-064	6/22/20	6/22/20	CLOSED
6/22/20	Permit	518 West Richardson	Patel, Parimal	Tino's Construction	057-01-01-037	6/22/20	6/22/20	CLOSED
6/22/20	Permit	113 Lakewood Blvd.,	Stanton, J Alex	Five Star Roofing	055-10-02-020	6/22/20	6/22/20	CLOSED
6/23/20	IPMC	702 Hudson St., Hartsville, SC	Mudd, Rene and Laura	136 Wakefield Dr., Hartsville,	056-14-05-027	6/23/20		OPEN
6/23/20	IPMC	Cor. Rice & Jasper Ave.,	Sayles, Willie James and	610 S. Sixth St., Hartsville, SC	056-14-03-062	6/23/20		OPEN
6/23/20	IPMC	Jasper Ave., Hartsville, SC	Hough, James & Mabel	2908 Cherokee Lady St.,	056-14-01-036	6/23/20	6/30/20	CLOSED
6/23/20	IPMC	316 Brewer Ave., Hartsville, SC	Tyrone Lynn (LA Enterprises)	1269 Oak Haven Dr., Hartsville,	056-14-02-018	6/23/20		OPEN
6/23/20	IPMC	416 James Ave., Hartsville, SC	Tyrone Lynn (LA Enterprises)	1269 Oak Haven Dr., Hartsville,	056-13-04-023	6/23/20		OPEN
6/23/20	IPMC	414 James Ave., Hartsville, SC	Tyrone Lynn (LA Enterprises)	1269 Oak Have Dr., Hartsville,	056-13-04-024	6/23/20		OPEN
6/24/20	IPMC	District 6	Routine Patrol					
6/25/20	IPMC	District 5	Routine Patrol					
6/26/20	IPMC	District 4	Routine Patrol					
6/29/20	IPMC	District 6	Routine Patrol					

# City of Hartsville Codes Enforcement 2020



## MONTHLY DEVELOPMENT REPORT

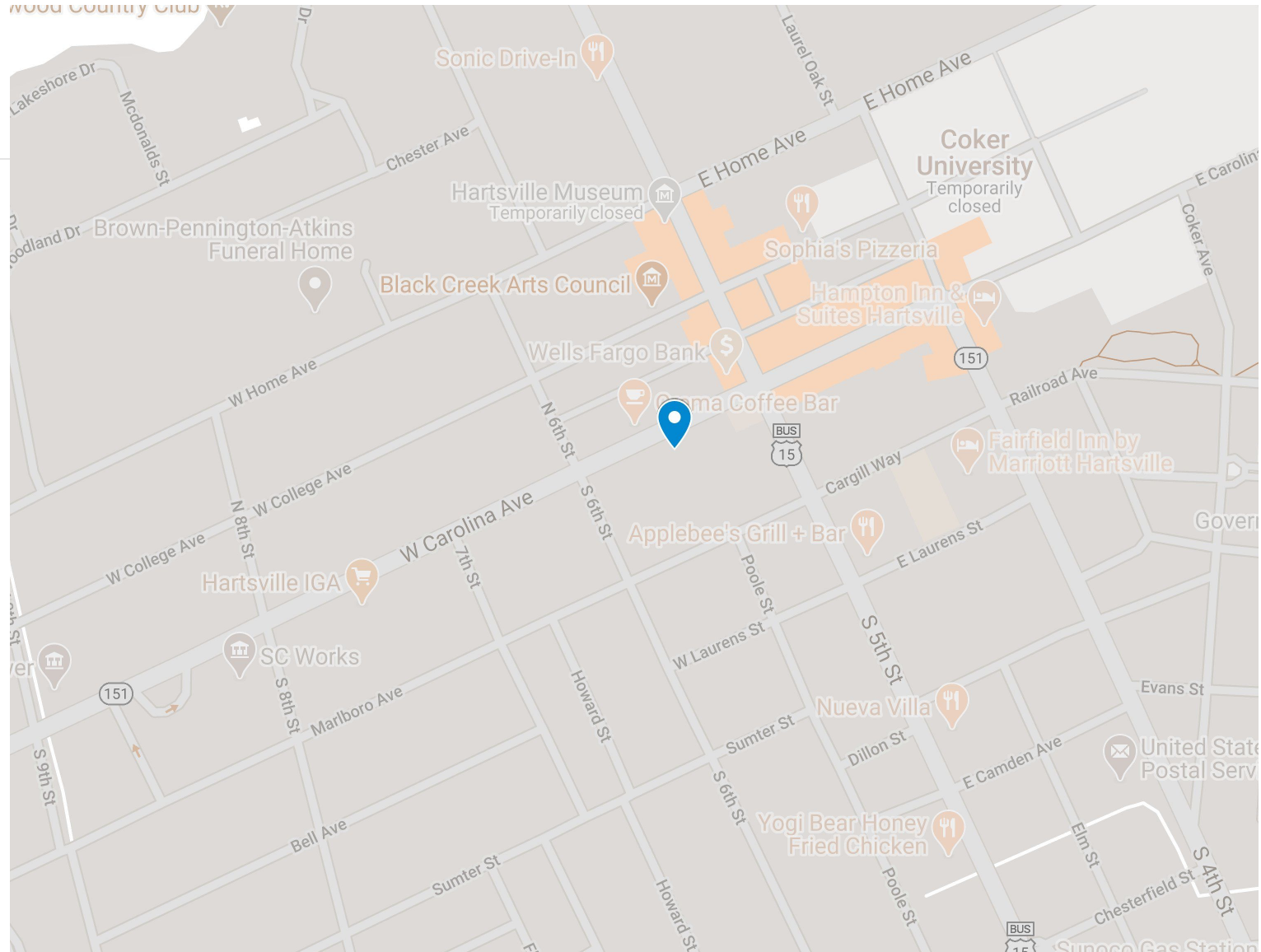
PERMITS ISSUED		Jun-20					
			Number	Est. construction		Fees	
			of permits	cost	YTD	paid	YTD
	Building		15	\$ 471,161.01	\$ 13,719,724.51	\$ 2,560.00	\$ 50,730.50
	Electrical		5	\$ 4,700.00	\$ 698,512.00	\$ 205.00	\$ 8,770.00
	Gas		1		\$ 3,578.00	\$ 30.00	\$ 250.00
	Mechanical		9	\$ 197,775.00	\$ 1,083,781.51	\$ 1,802.00	\$ 10,213.00
	Plumbing		1	\$ 1,999.00	\$ 495,431.63	\$ 55.00	\$ 3,110.00
	<b>TOTAL</b>		<b>31</b>	<b>\$ 675,635.01</b>	<b>\$ 16,001,027.65</b>	<b>\$ 4,652.00</b>	<b>\$73,073.50</b>
<b>PLAN REVIEWS</b>							
	Number						
	Fees paid						
<b>AD ZBOA</b>	Number						
	Fees paid						
<b>ZONING PERMITS (signs)</b>		3					
	Total	\$75.00					
<b>ZONING PERMITS(building)</b>							
	Total issued						
<b>Demolition</b>		1	\$ 70.00				
<b>Well</b>		0					
<b>Re-inspection fees</b>		0	\$ -				
<b>Maps</b>		0	\$ -				

# City of Hartsville Monthly New Permits 2020

Untitled City of Hartsville Permits  
for Map 202006 June

 COMREN

New residential and  
commercial construction  
permits issued each month in  
2020.



## **Monthly Departmental Report: Environmental Services**



**June**

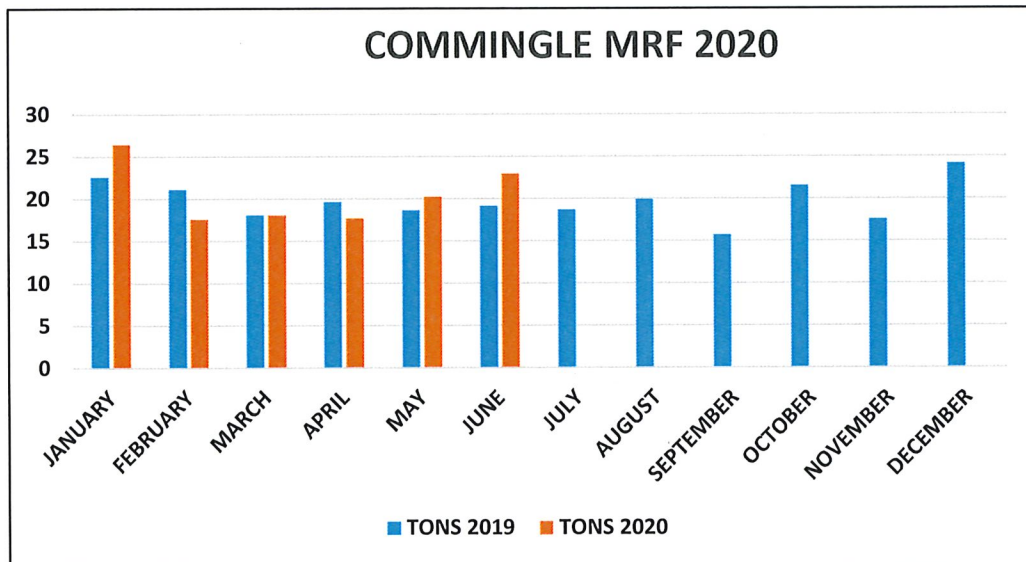
**2020**



## Departmental Report: Environmental Services

### COMMINGLE MRF 2020

<u>MONTH</u>	<u>TONS 2019</u>	<u>TONS 2020</u>	<u>GAIN/LOSS</u>
JANUARY	22.55	26.37	3.82
FEBRUARY	21.1	17.53	-3.57
MARCH	18.06	18.02	-0.04
APRIL	19.63	17.65	-1.98
MAY	18.58	20.17	1.59
JUNE	19.13	22.89	3.76
JULY	18.67		
AUGUST	19.91		
SEPTEMBER	15.68		
OCTOBER	21.52		
NOVEMBER	17.52		
DECEMBER	24.11		
TOTALS	236.46		

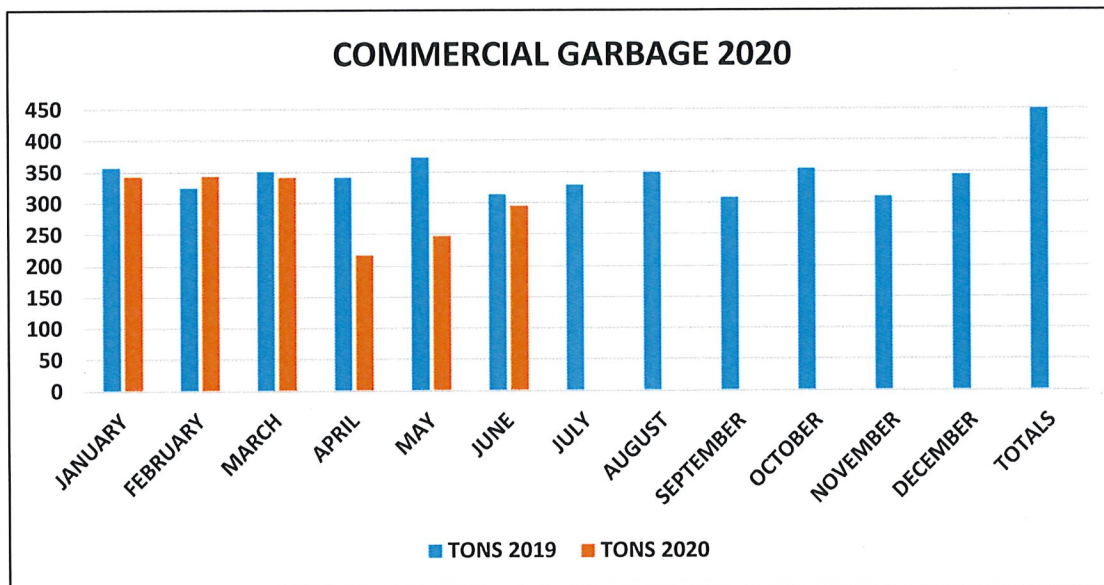




## Departmental Report: Environmental Services

### COMMERCIAL GARBAGE 2020

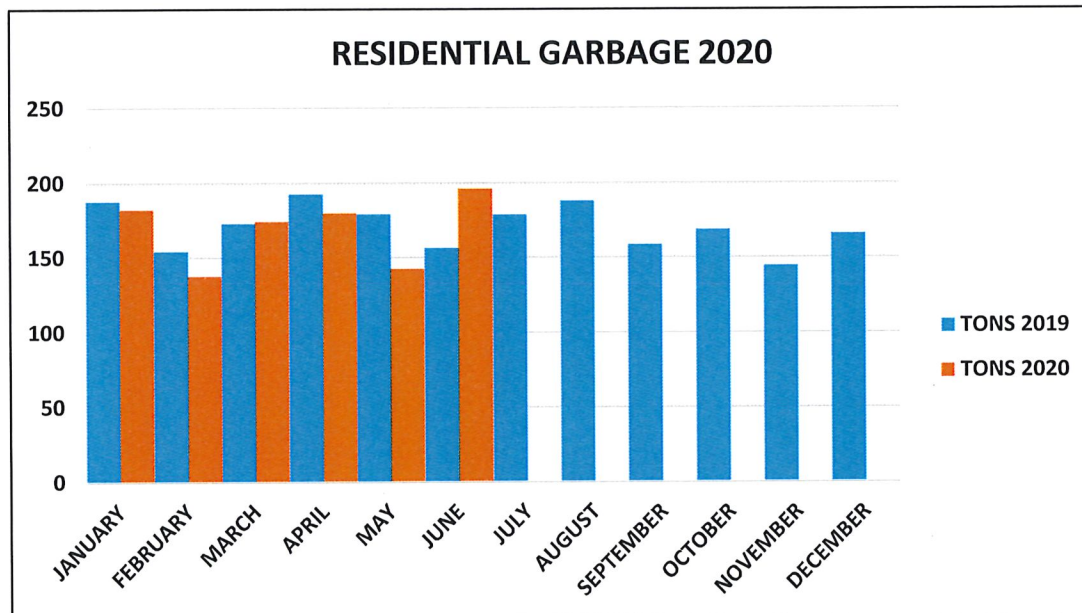
<u>MONTH</u>	<u>TONS 2019</u>	<u>TONS 2020</u>	<u>GAIN/LOSS</u>
JANUARY	356.77	342.49	-14.28
FEBRUARY	324.76	343.24	18.48
MARCH	350.73	341.15	-9.58
APRIL	340.93	216.02	-124.91
MAY	372.8	246.79	-126.01
JUNE	313.93	295.06	-18.87
JULY	328.67		
AUGUST	348.77		
SEPTEMBER	308.13		
OCTOBER	354.27		
NOVEMBER	310.12		
DECEMBER	344.85		
TOTALS	4054.73		



## Departmental Report: Environmental Services

### RESIDENTIAL GARBAGE 2020

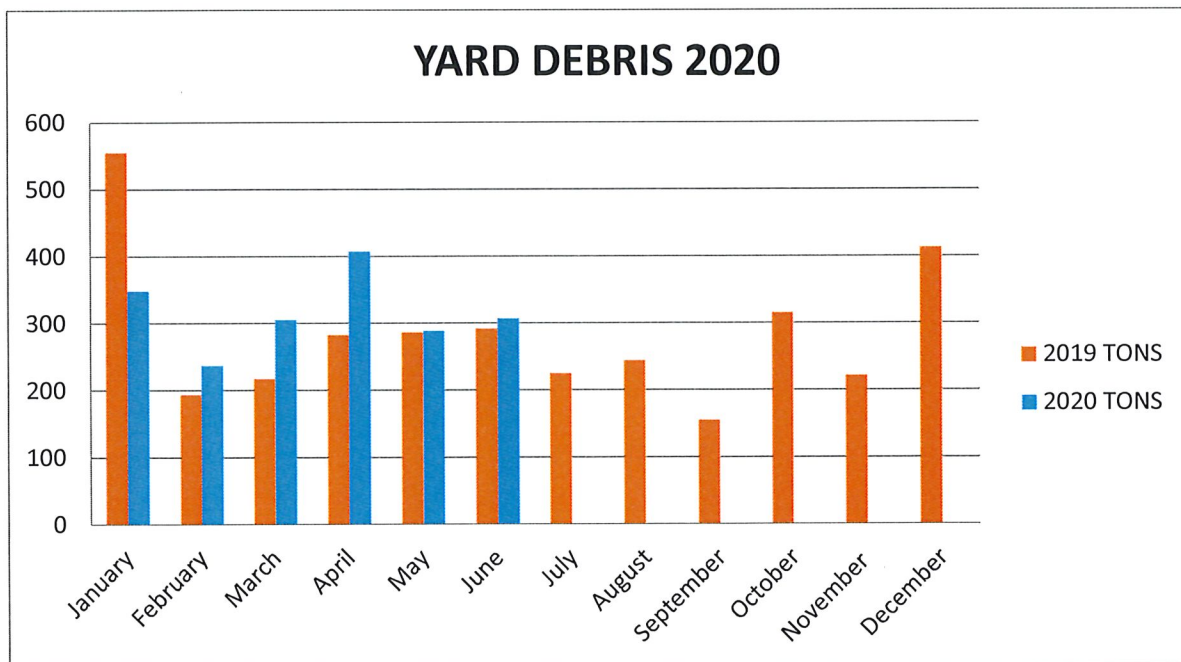
<u>MONTH</u>	<u>TONS 2019</u>	<u>TONS 2020</u>	<u>GAIN/LOSS</u>
JANUARY	187.67	182.04	-5.63
FEBRUARY	154.32	137.52	-16.8
MARCH	172.97	174.27	1.3
APRIL	192.61	179.81	-12.8
MAY	179.04	142.47	-36.57
JUNE	156.51	196.12	39.61
JULY	178.67		
AUGUST	187.94		
SEPTEMBER	158.58		
OCTOBER	168.55		
NOVEMBER	144.47		
DECEMBER	165.89		
TOTALS	2047.22		



## Departmental Report: Environmental Services

### Yard Debris 2020

					TONNAGE	TRIPS
MONTH	2019 TONS	2019 TRIPS	2020 TONS	2020 TRIPS	GAIN/LOSS	GAIN/LOSS
January	554.81	118	348.44	54	-206.37	-64
February	193.48	55	236.79	42	43.31	-13
March	217	48	305.3	60	88.3	12
April	282.45	56	407.06	78	124.61	22
May	286.45	59	288.79	57	2.34	-2
June	291.64	61	306.88	53	15.24	-8
July	224.63	45				
August	243.91	51				
September	154.72	38				
October	315.09	58				
November	221.26	40				
December	412.55	58				
TOTALS	3397.99	687				





# Monthly Financial Reports & Update

For the Month Ended June 30 2020

Council Meeting 07/14/2020

**City of Hartsville**  
**General Fund Budget to Actual**

	<i>May-20</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
<b>Revenues</b>				
Property Taxes	43,785.48	3,000,415.19	3,064,000.00	2.08%
Payments in Lieu	-	264,843.35	90,000.00	-194.27%
Franchise Fees	74,804.23	762,107.78	647,000.00	-17.79%
Penalties & Interest - Taxes	51.90	12,176.19	30,000.00	59.41%
Business Licenses	831,946.91	1,755,388.02	1,852,900.00	5.26%
Permits	5,262.00	102,167.50	79,200.00	-29.00%
Main Street Grant Revenue	-	-	6,296.00	100.00%
Tax Revenues - State	240,700.65	1,765,975.82	1,586,000.00	-11.35%
Public Safety Fees	75,656.59	947,401.37	840,100.00	-12.77%
Parks & Recreation Fees	408.00	20,502.49	23,000.00	10.86%
Fines	(175.44)	68,237.92	122,000.00	44.07%
Special Assessments	24,700.00	158,440.00	130,000.00	-21.88%
Investment Earnings	-	656.56	-	0.00%
Rents	25,176.00	37,356.00	30,600.00	-22.08%
Contributions & Donations	5,000.00	72,000.00	79,500.00	9.43%
Other Financing Sources	1,393.50	47,855.73	41,900.00	-14.21%
Interfund Transfers	-	1,741,444.97	1,810,281.52	3.80%
Sale of Assets	(18.75)	1,933.59	50,100.00	96.14%
Extraordinary Items	-	-	-	0.00%
	<b>1,328,691.07</b>	<b>10,758,902.48</b>	<b>10,482,877.52</b>	<b>-2.63%</b>
<b>Expenditures</b>				
General & Administrative	215,576.13	1,215,359.07	1,358,506.60	10.54%
Mayor & Council	16,328.19	196,282.27	221,697.95	11.46%
Court Operations	15,712.12	197,716.87	201,069.29	1.67%
City Manager	33,586.87	285,305.23	255,516.98	-11.66%
Information Technology	3,859.35	376,024.44	315,000.00	-19.37%
Finance	29,329.98	398,744.92	412,184.29	3.26%
Legal	2,708.80	41,381.80	55,000.00	24.76%
Human Resources	16,025.76	214,681.06	204,632.48	-4.91%
Mainstreet	5,603.90	81,440.90	84,149.02	3.22%
Business Navigator	24,822.88	416,613.32	412,371.08	-1.03%
Police Department	203,972.34	3,135,765.37	3,092,659.64	-1.39%
Fire Department	95,876.94	1,803,266.12	1,725,259.26	-4.52%
Victims Advocate	3,468.18	42,843.39	45,059.60	4.92%
Marketing/Tourism	12,655.41	152,430.20	177,050.20	13.91%
Operations Maintenance	12,000.69	130,089.10	120,062.27	-8.35%
Parks & Recreation	57,252.24	689,563.59	676,424.80	-1.94%
Streets & Grounds	67,915.80	726,895.61	783,323.98	7.20%
Museum Operations	9,808.03	136,371.77	146,760.08	7.08%
Cemetery Operations	24,751.75	132,567.47	104,400.00	-26.98%
Airport Operations	10,533.40	95,763.88	91,750.00	-4.37%
School Crossing Guards	2,983.45	41,431.07	-	0.00%
	<b>864,772.21</b>	<b>10,510,537.45</b>	<b>10,482,877.52</b>	<b>-0.26%</b>
<b>Net Revenue (Expenditures)</b>	<b>463,918.86</b>	<b>248,365.03</b>	<b>-</b>	

**City of Hartsville  
Utility Funds**

**Water/Sewer Budget to Actual**

	<i><b>May-20</b></i>	<i><b>YTD</b></i>	<i><b>Budgeted</b></i>	<i><b>% Budget Remaining</b></i>
<b>Revenues</b>				
Charges for Services	197,906.74	2,284,362.07	2,430,975.00	6.03%
Fees	177,515.51	2,253,557.34	2,452,184.00	8.10%
Investment Earnings	22.38	22,403.32	27,000.00	0.00%
Rents	-	169,004.81	125,000.00	-35.20%
Waterpark Services	132,379.73	1,028,884.89	1,626,100.00	36.73%
Other Financing Sources	501.00	17,566.49	134,068.00	0.00%
Accumulated Surplus	-	176,879.05	294,781.00	0.00%
	<u>508,325.36</u>	<u>5,952,657.97</u>	<u>7,090,108.00</u>	<u>16.04%</u>
<b>Expenditures</b>				
Water Expenditures	613,198.92	2,402,303.53	2,148,578.00	-11.81%
Sewer Expenditures	409,515.94	2,398,675.67	2,773,537.00	13.52%
Waterpark Expenditures	384,081.55	1,871,132.45	1,867,100.00	-0.22%
	<u>1,406,796.41</u>	<u>6,672,111.65</u>	<u>6,789,215.00</u>	<u>1.72%</u>
<b>Net Revenue (Expenditures)</b>	<u><b>(898,471.05)</b></u>	<u><b>(719,453.68)</b></u>	<u><b>300,893.00</b></u>	

**Stormwater Budget to Actual**

	<i><b>May-20</b></i>	<i><b>YTD</b></i>	<i><b>Budgeted</b></i>	<i><b>% Budget Remaining</b></i>
<b>Revenues</b>				
Stormwater Fees and Interfund transfers	9.00	111,643.00	122,354.48	8.75%
	<u>9.00</u>	<u>111,643.00</u>	<u>122,354.48</u>	<u>8.75%</u>
<b>Expenditures</b>				
Total Expenditures	(15,400.75)	96,240.81	122,354.48	21.34%
	<u>(15,400.75)</u>	<u>96,240.81</u>	<u>122,354.48</u>	<u>21.34%</u>
<b>Net Revenue (Expenditures)</b>	<u><b>15,409.75</b></u>	<u><b>15,402.19</b></u>	<u><b>-</b></u>	

**City of Hartsville  
Misc Funds**

**Environmental Services Budget to Actual**

	<i>May-20</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
<b>Revenues</b>				
Fees	115,160.84	1,379,397.45	1,372,290.00	-0.52%
Investment Earnings	-	379.63	-	0.00%
Other Financing Sources	-	-	-	0.00%
Interfund Transfers in	-	130,354.13	127,000.00	0.00%
Extraordinary Items	-	-	-	0.00%
	<u>115,160.84</u>	<u>1,510,131.21</u>	<u>1,499,290.00</u>	<u>-0.72%</u>
<b>Expenditures</b>				
Total Expenditures	90,582.64	1,434,255.99	1,492,068.26	3.87%
	<u>90,582.64</u>	<u>1,434,255.99</u>	<u>1,492,068.26</u>	<u>3.87%</u>
<b>Net Revenue (Expenditures)</b>	<u><b>24,578.20</b></u>	<u><b>75,875.22</b></u>	<u><b>7,221.74</b></u>	

**Infrastructure Park Budget to Actual**

	<i>May-20</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
<b>Revenues</b>				
Payments in Lieu of Taxes	-	652,936.91	515,000.00	-26.78%
Investment Earnings	-	-	-	0.00%
Other Financing Sources	500.00	6,000.00	6,000.00	0.00%
Extraordinary Items	-	-	-	0.00%
	<u>500.00</u>	<u>658,936.91</u>	<u>521,000.00</u>	<u>-26.48%</u>
<b>Expenditures</b>				
Total Expenditures	6,229.88	503,851.65	507,416.72	0.70%
	<u>6,229.88</u>	<u>503,851.65</u>	<u>507,416.72</u>	<u>0.70%</u>
<b>Net Revenue (Expenditures)</b>	<u><b>(5,729.88)</b></u>	<u><b>155,085.26</b></u>	<u><b>13,583.28</b></u>	

**Debt Service Fund**

	<i>May-20</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
<b>Revenues</b>				
Property Tax Revenues	53.17	151,474.74	165,000.00	8.20%
	<u>53.17</u>	<u>151,474.74</u>	<u>165,000.00</u>	<u>8.20%</u>
<b>Expenditures</b>				
Total Expenditures	137,902.04	164,572.12	164,542.47	-0.02%
	<u>137,902.04</u>	<u>164,572.12</u>	<u>164,542.47</u>	<u>-0.02%</u>
<b>Net Revenue (Expenditures)</b>	<u><b>(137,848.87)</b></u>	<u><b>(13,097.38)</b></u>	<u><b>457.53</b></u>	

**City of Hartsville  
Special Revenue Funds**

**Hospitality Taxes Budget to Actual**

	<i>May-20</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
<b>Revenues</b>				
Taxes	83,711.47	922,574.31	900,000.00	-2.51%
Penalties & Interest - Taxes	-	2,638.33	3,000.00	12.06%
Investment Earnings	-	-	-	0.00%
Interfund Transfers	-	84,792.00	92,500.00	8.33%
	83,711.47	1,010,004.64	995,500.00	-1.46%
<b>Expenditures</b>				
Total Expenditures	26,556.88	929,401.17	995,500.00	6.64%
	26,556.88	929,401.17	995,500.00	6.64%
				0%
<b>Net Revenue (Expenditures)</b>	<b>57,154.59</b>	<b>80,603.47</b>	<b>-</b>	

**Accommodations Taxes Budget to Actual**

	<i>May-20</i>	<i>YTD</i>	<i>Budgeted</i>	<i>% Budget Remaining</i>
<b>Revenues</b>				
Taxes	9,993.70	162,005.19	200,000.00	19.00%
Investment Earnings	-	-	-	0.00%
	9,993.70	162,005.19	200,000.00	19.00%
<b>Expenditures</b>				
Total Expenditures	456.67	174,735.37	200,000.00	12.63%
	456.67	174,735.37	200,000.00	12.63%
<b>Net Revenue (Expenditures)</b>	<b>9,537.03</b>	<b>(12,730.18)</b>	<b>-</b>	



**City of Hartsville  
Recreation Enterprise Funds**

**Recreation Concessions Budget to Actual**

	<i><b>May-20</b></i>	<i><b>YTD</b></i>	<i><b>Budgeted</b></i>	<i><b>% Budget Remaining</b></i>
<b>Revenues</b>				
Concessions Revenue	8,182.29	42,824.95	65,000.00	34.12%
Extraordinary Items	-	369.08	-	0.00%
	8,182.29	43,194.03	65,000.00	33.55%
<b>Expenditures</b>				
Total Expenditures	3,081.16	36,963.11	60,000.00	38.39%
	3,081.16	36,963.11	60,000.00	38.39%
<i><b>Net Revenue (Expenditures)</b></i>	<i><b>5,101.13</b></i>	<i><b>6,230.92</b></i>	<i><b>5,000.00</b></i>	

# Monthly Departmental Report: Finance



## Monthly Revenue Report

Month of: June 2020

Hospitality taxes collected:	\$74,560.06
(taxes are collected on the revenue of the previous month and are due on the 20th of the next month)	
Accommodation taxes collected:	\$9,817.11
(taxes are collected on the revenue of the previous month and are due on the 20th of the next month)	
Revenue collected for Cemetery Lots:	\$11,300.00

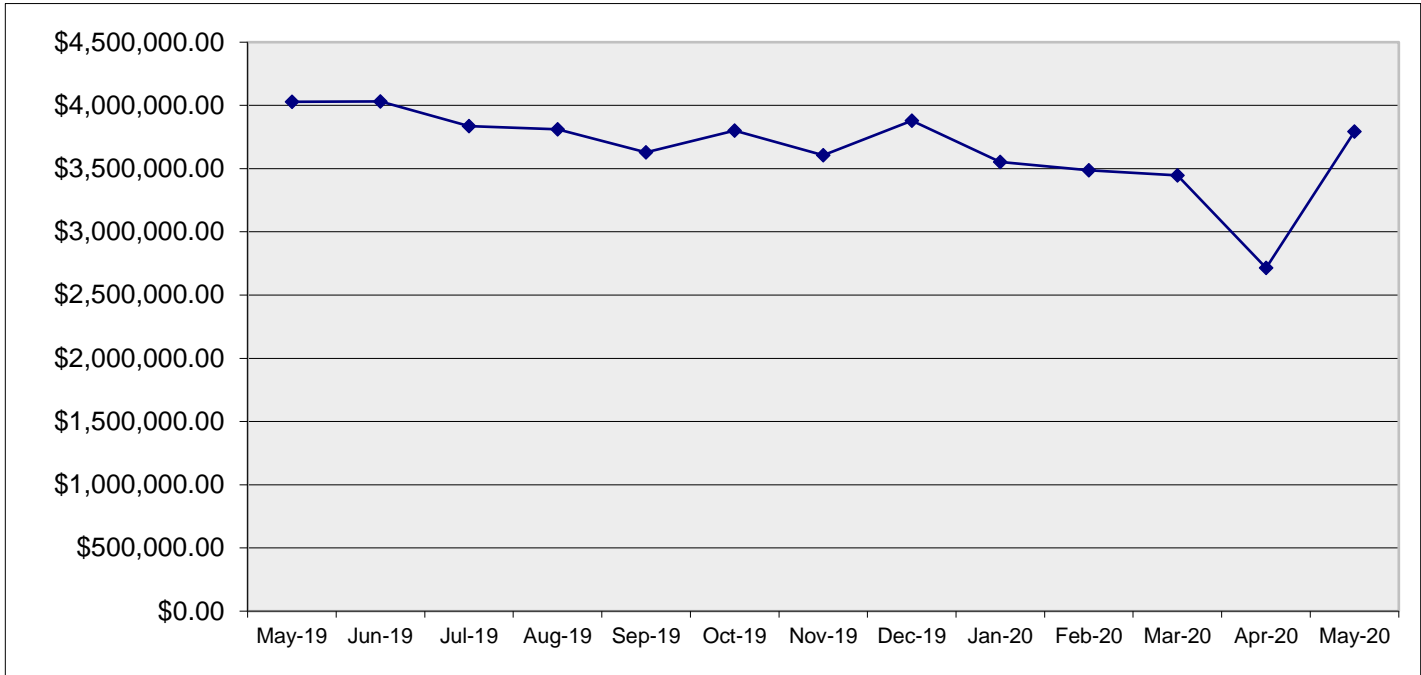
### Hospitality Tax Recap

	Net Taxable Sales	X .02	Discount	Penalty	Total Paid
May-19	\$4,029,248.21	\$ 80,584.97	\$ (1,589.78)		\$ 79,007.37
Jun-19	\$4,031,640.70	\$ 80,626.69	\$ (1,575.35)	\$ 40.47	\$ 79,092.61
Jul-19	\$3,835,432.41	\$ 76,708.71	\$ 1,505.86	\$ 7.60	\$ 76,589.50
Aug-19	\$3,809,863.02	\$ 76,197.25	\$ (1,568.32)		\$ 74,637.33
Sep-19	\$3,629,186.26	\$ 72,495.72	\$ (1,393.94)	\$ 205.78	\$ 71,374.78
Oct-19	\$3,800,242.85	\$ 76,004.90	\$ (1,492.51)	\$ 55.62	\$ 74,577.00
Nov-19	\$3,606,820.43	\$ 72,139.45	\$ (1,423.05)	\$ 13.76	\$ 70,727.14
Dec-19	\$3,878,368.57	\$ 77,567.39	\$ (1,530.90)	\$ 7.60	\$ 76,043.09
Jan-20	\$3,551,675.20	\$ 71,033.57	\$ (1,400.29)	\$ 16.00	\$ 69,649.11
Feb-20	\$3,488,186.74	\$ 69,762.38	\$ (1,371.42)		\$ 63,390.95
Mar-20	\$3,445,721.52	\$ 68,914.45	\$ (1,257.39)		\$ 67,550.54
Apr-20	\$2,714,537.45	\$ 54,290.80	\$ (1,078.11)		\$ 53,212.66
May-20	\$3,794,541.20	\$ 75,895.30	\$ (1,468.90)		\$ 74,560.06
<b>TOTAL</b>	<b>\$15,706,184.34</b>	<b>\$ 314,117.62</b>	<b>(\$3,227.59)</b>	<b>\$ 346.83</b>	<b>\$ 930,412.14</b>

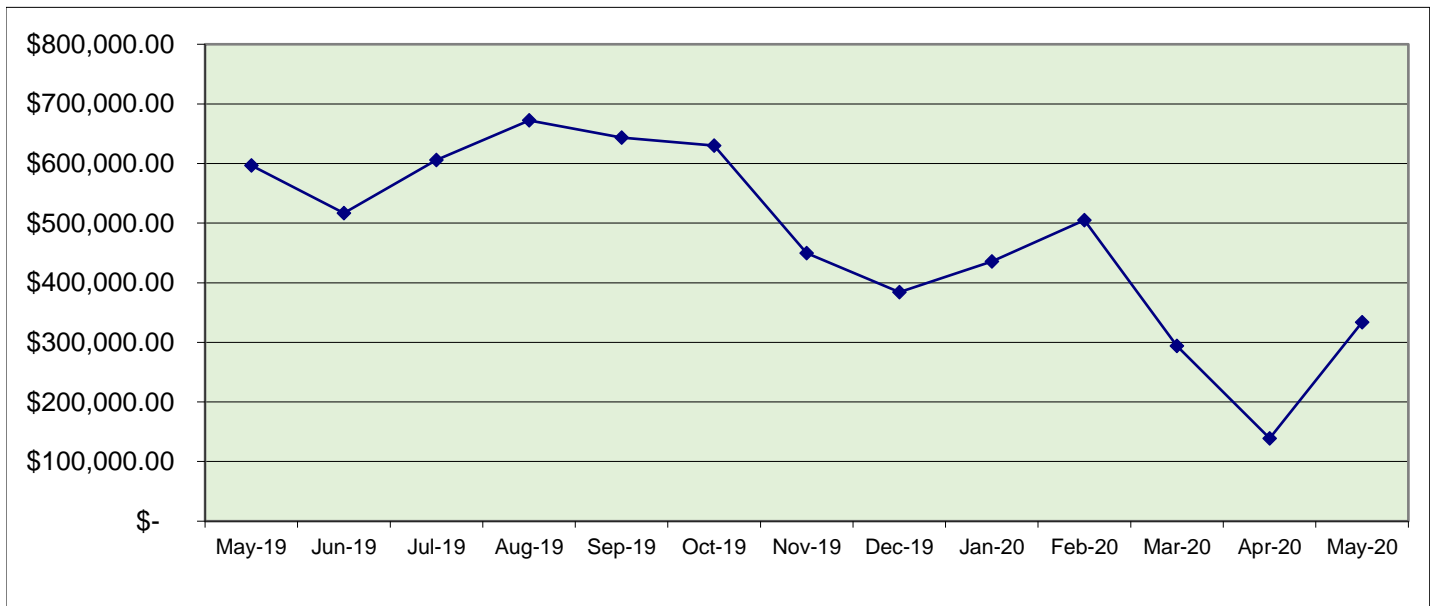
### Accommodations Tax Recap

	Net Taxable Sales	X .03	Discount	Penalty	Total Paid
May-19	\$ 596,568.74	\$ 17,897.07	\$ 354.82		\$ 17,542.25
Jun-19	\$ 516,827.72	\$ 15,504.84	\$ (305.84)		\$ 15,199.00
Jul-19	\$ 605,883.73	\$ 18,176.52	\$ 360.57		\$ 17,815.96
Aug-19	\$ 672,198.19	\$ 20,165.94	\$ (400.14)		\$ 19,765.80
Sep-19	\$ 643,198.46	\$ 19,295.96	\$ (382.09)		\$ 18,913.87
Oct-19	\$ 629,788.18	\$ 18,893.64	\$ (364.63)	\$ 42.48	\$ 18,571.49
Nov-19	\$ 449,614.99	\$ 13,488.15	\$ (266.48)		\$ 13,221.68
Dec-19	\$ 384,101.52	\$ 11,523.05	\$ (192.90)	\$ 176.24	\$ 11,506.40
Jan-20	\$ 435,464.35	\$ 13,063.93	\$ (257.87)		\$ 12,806.06
Feb-20	\$ 504,983.54	\$ 15,149.50	\$ (301.60)		\$ 14,847.91
Mar-20	\$ 294,162.00	\$ 8,824.86	\$ (176.49)		\$ 8,648.37
Apr-20	\$ 139,068.17	\$ 4,172.05	\$ (83.44)		\$ 4,088.61
May-20	\$ 333,832.36	\$ 10,014.97	\$ (197.87)		\$ 9,817.11
<b>TOTAL</b>	<b>\$2,391,478.38</b>	<b>\$71,744.37</b>	<b>\$9.41</b>	<b>\$129.52</b>	<b>\$ 70,323.01</b>

Hospitality Tax Chart for past 12 months



Accommodation Tax Chart for past 12 months



# City of Hartsville Fire Department

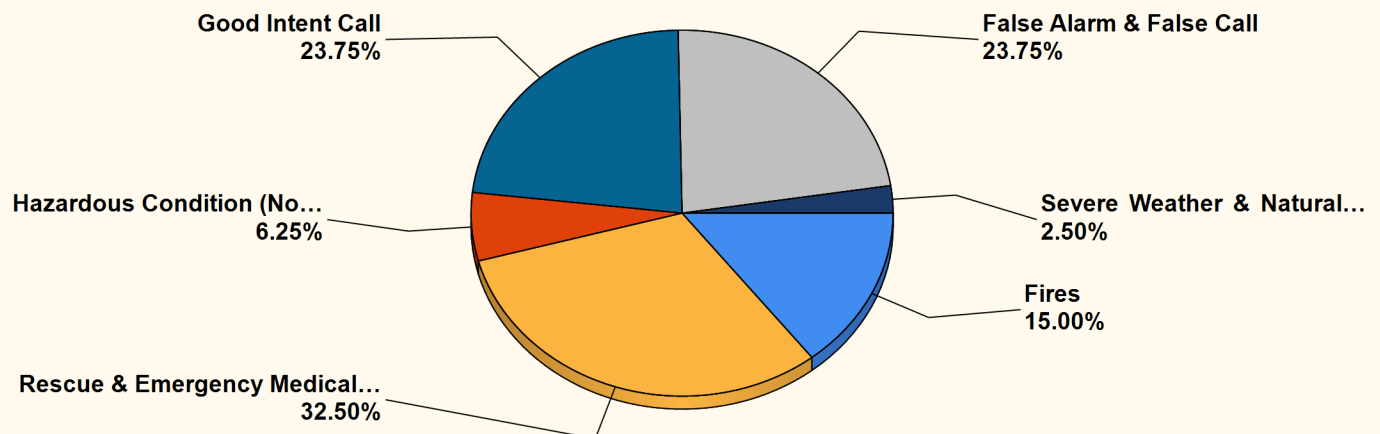
Hartsville, SC

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## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 06/01/2020 | End Date: 06/30/2020



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	12	15.00%
Rescue & Emergency Medical Service	26	32.50%
Hazardous Condition (No Fire)	5	6.25%
Good Intent Call	19	23.75%
False Alarm & False Call	19	23.75%
Severe Weather & Natural Disaster	2	2.50%
<b>TOTAL</b>	<b>83</b>	<b>103.75%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

### Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	2	2.41%
111 - Building fire	2	2.41%
113 - Cooking fire, confined to container	1	1.20%
118 - Trash or rubbish fire, contained	2	2.41%
131 - Passenger vehicle fire	1	1.20%
143 - Grass fire	1	1.20%
150 - Outside rubbish fire, other	1	1.20%
153 - Construction or demolition landfill fire	1	1.20%
161 - Outside storage fire	1	1.20%
311 - Medical assist, assist EMS crew	11	13.25%
320 - Emergency medical service, other	1	1.20%
321 - EMS call, excluding vehicle accident with injury	2	2.41%
322 - Motor vehicle accident with injuries	7	8.43%
324 - Motor vehicle accident with no injuries.	5	6.02%
441 - Heat from short circuit (wiring), defective/worn	1	1.20%
444 - Power line down	4	4.82%
611 - Dispatched & cancelled en route	11	13.25%
631 - Authorized controlled burning	3	3.61%
651 - Smoke scare, odor of smoke	3	3.61%
652 - Steam, vapor, fog or dust thought to be smoke	1	1.20%
671 - HazMat release investigation w/no HazMat	1	1.20%
711 - Municipal alarm system, malicious false alarm	4	4.82%
733 - Smoke detector activation due to malfunction	1	1.20%
735 - Alarm system sounded due to malfunction	1	1.20%
736 - CO detector activation due to malfunction	1	1.20%
743 - Smoke detector activation, no fire - unintentional	6	7.23%
744 - Detector activation, no fire - unintentional	2	2.41%
745 - Alarm system activation, no fire - unintentional	4	4.82%
800 - Severe weather or natural disaster, other	1	1.20%
813 - Wind storm, tornado/hurricane assessment	1	1.20%
<b>TOTAL INCIDENTS:</b>	<b>83</b>	<b>99.91%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

# City of Hartsville Fire Department

Hartsville, SC

This report was generated on 7/8/2020 10:29:40 AM



## Incident Type per Zone for Incident Status for Date Range

Incident Status(s): All Incident Statuses | Start Date: 06/01/2020 | End Date: 06/30/2020

INCIDENT TYPE	Incident Status	# INCIDENTS
<b>Zone: City Limits - City Limits</b>		
100 - Fire, other	Reviewed	1
118 - Trash or rubbish fire, contained	Reviewed	1
131 - Passenger vehicle fire	Reviewed	1
311 - Medical assist, assist EMS crew	Reviewed	5
321 - EMS call, excluding vehicle accident with injury	Reviewed	2
322 - Motor vehicle accident with injuries	Reviewed	4
324 - Motor vehicle accident with no injuries.	Reviewed	2
441 - Heat from short circuit (wiring), defective/worn	Reviewed	1
444 - Power line down	Reviewed	4
611 - Dispatched & cancelled en route	Reviewed	5
631 - Authorized controlled burning	Reviewed	1
651 - Smoke scare, odor of smoke	Reviewed	3
711 - Municipal alarm system, malicious false alarm	Reviewed	3
733 - Smoke detector activation due to malfunction	Reviewed	1
735 - Alarm system sounded due to malfunction	Reviewed	1
743 - Smoke detector activation, no fire - unintentional	Reviewed	3
744 - Detector activation, no fire - unintentional	Reviewed	1
745 - Alarm system activation, no fire - unintentional	Reviewed	2
800 - Severe weather or natural disaster, other	Reviewed	1
813 - Wind storm, tornado/hurricane assessment	Reviewed	1

<b>Zone: Darlington Co. - Darlington County</b>		
100 - Fire, other	Reviewed	1
111 - Building fire	Reviewed	2
113 - Cooking fire, confined to container	Reviewed	1
118 - Trash or rubbish fire, contained	Reviewed	1
143 - Grass fire	Reviewed	1
150 - Outside rubbish fire, other	Reviewed	1
153 - Construction or demolition landfill fire	Reviewed	1
161 - Outside storage fire	Reviewed	1

This report gives a count of each incident type for the Incident Status or Statuses selected.



**EMERGENCY REPORTING**

emergencyreporting.com

Doc Id: 384

Page # 1 of 2

INCIDENT TYPE	Incident Status	# INCIDENTS
311 - Medical assist, assist EMS crew	Reviewed	6
320 - Emergency medical service, other	Reviewed	1
322 - Motor vehicle accident with injuries	Reviewed	3
324 - Motor vehicle accident with no injuries.	Reviewed	3
611 - Dispatched & cancelled en route	Reviewed	5
631 - Authorized controlled burning	Reviewed	2
652 - Steam, vapor, fog or dust thought to be smoke	Reviewed	1
671 - HazMat release investigation w/no HazMat	Reviewed	1
711 - Municipal alarm system, malicious false alarm	Reviewed	1
736 - CO detector activation due to malfunction	Reviewed	1
743 - Smoke detector activation, no fire - unintentional	Reviewed	3
744 - Detector activation, no fire - unintentional	Reviewed	1
745 - Alarm system activation, no fire - unintentional	Reviewed	2
<b>Zone: Out of District - Out of District</b>		
611 - Dispatched & cancelled en route	Reviewed	1

This report gives a count of each incident type for the Incident Status or Statuses selected.



# Fire Recovery for July 2019 - June 2020

Status	Run Date	Run Number	NFIRS	Paid Date	Insurance	Invoiced	Received	FD%
Payment Received	06/21/2019	19-578	111	07/09/2019	AutoOwners	896.00	500.00	400.00
Payment Received	06/26/2019	19-592	322	07/17/2019	Nationwide	487.00	487.00	389.60
Payment Received	05/02/2019	19-359	733	07/18/2019	Coker College	200.00	192.00	153.60
Payment Received	06/11/2019	19-532	322	07/28/2019	Geico	487.00	487.00	389.60
Payment Received	06/03/2019	19-496	322	07/30/2019	Progressive	554.00	554.00	443.20
Payment Received	06/03/2019	19-493	463	08/08/2019	USAA Insurance	487.00	487.00	389.60
Payment Received	10/23/2018	18- 1091	324	08/09/2019	Geico	495.00	250.00	200.00
Payment Received	07/15/2019	19-657	322	08/20/2019	Travelers	1,037.00	487.00	389.60
Payment Received	03/11/2019	19-204	463	08/28/2019	Geico	554.00	554.00	443.20
Payment Received	03/25/2019	19-245	322	09/04/2019	Auto Owners Insurance	2,848.00	2,848.00	2,278.40
Payment Received	07/23/2019	19-684	324	09/10/2019	State Farm	554.00	250.00	200.00
Payment Received	07/14/2019	19-645	745	10/04/2019	Thad Saleeby Center	300.00	300.00	240.00
Payment Received	07/22/2019	19-680	730	10/04/2019	Thad Saleeby Center	300.00	300.00	240.00
Payment Received	07/30/2019	19-717	743	10/04/2019	Thad Saleeby Center	300.00	300.00	240.00
Payment Received	09/13/2019	19-847	322	10/08/2019	Safeco	487.00	487.00	389.60



Payment Received	09/07/2019	19-830	463	10/08/2019	Geico	487.00	487.00	389.60
Payment Received	07/14/2019	19-643	743	10/14/2019	Darlington County School District	300.00	300.00	240.00
Payment Received	06/15/2019	19-549	733	10/14/2019	Southside Early Childhood Center	300.00	300.00	240.00
Payment Received	06/23/2019	19-582	735	10/14/2019	Darlington County School District	300.00	300.00	240.00
Payment Received	06/07/2019	19-519	745	10/14/2019	Darlington County School District	300.00	300.00	240.00
Payment Received	06/23/2019	19-581	745	10/14/2019	Darlington County School District	200.00	200.00	160.00
Payment Received	05/06/2019	19-379	730	10/14/2019	Southside Early Childhood Center	200.00	200.00	160.00
Payment Received	08/17/2019	19-759	322	10/22/2019	Geico	554.00	554.00	443.20
Payment Received	10/06/2019	19-939	324	10/25/2019	Safeco	554.00	554.00	443.20
Payment Received	09/16/2019	19-856	734	10/25/2019	Coker University	200.00	192.00	153.60
Payment Received	07/26/2019	19-700	322	10/30/2019	OOIDA Risk	487.00	487.00	389.60
Payment Received	09/17/2019	19-862	733	10/30/2019	Darlington County School District	300.00	300.00	240.00
Payment Received	09/24/2019	19-886	743	10/30/2019	Darlington County School District	300.00	300.00	240.00

Payment Received	09/23/2019	19-880	743	10/30/2019	Darlington County School District	300.00	300.00	240.00
Payment Received	05/23/2019	19-438	463	11/13/2019	State Farm	487.00	487.00	389.60
Payment Received	08/04/2019	19-733	322	12/27/2019	Owners	1,058.00	1,058.00	846.40
Payment Received	08/26/2019	19-788	322	01/05/2020	Geico	487.00	250.00	200.00
Payment Received	10/17/2019	19-970	324	01/19/2020	Atlantic Casualty	739.00	739.00	591.20
Payment Received	10/27/2019	19- 1006	733	01/20/2020	Darlington County School District	300.00	300.00	240.00
Payment Received	10/17/2019	19-968	324	01/21/2020	Geico	554.00	554.00	443.20
Payment Received	12/25/2019	19- 1184	745	02/04/2020	Darlington County School District	300.00	300.00	240.00
Payment Received	12/02/2019	19- 1107	324	02/10/2020	State Farm	554.00	250.00	200.00
Payment Received	01/02/2020	20-8	322	02/27/2020	Nationwide Insurance	2,060.00	2,060.00	1,648.00
Payment Received	10/23/2018	18- 1094	324	02/27/2020	Stuckey & Alexander Inc	635.00	635.00	508.00
Payment Received	02/11/2019	19-135	463	03/02/2020	Athens	1,747.00	1,747.00	1,397.60
Payment Received	02/19/2020	20-142	324	03/06/2020	State Farm	487.00	250.00	200.00
Payment Received	11/03/2019	19- 1020	743	03/25/2020	Carriage House Community of Hartsville LLC	300.00	300.00	240.00
Payment Received	12/14/2019	19- 1153	743	03/25/2020	Carriage House Community of Hartsville LLC	300.00	300.00	240.00

Payment Received	12/19/2019	19- 1174	733	03/25/2020	Carriage House Community of Hartsville LLC	300.00	300.00	240.00
Payment Received	10/23/2019	19-991	745	03/25/2020	Carriage House Community of Hartsville LLC	300.00	300.00	240.00
Payment Received	10/11/2019	19-950	735	03/25/2020	Carriage House Community of Hartsville LLC	200.00	200.00	160.00
Payment Received	01/25/2020	20-71	322	03/31/2020	Dairyland	554.00	554.00	443.20
Payment Received	07/15/2019	19-651	324	04/01/2020	Duke Energy Corp & Subsidiaries	554.00	531.84	425.47
Payment Received	01/18/2020	20-50	322	04/07/2020	Nationwide	487.00	487.00	389.60
Payment Received	04/17/2020	20-309	733	05/26/2020	RBC Holdings Corp	300.00	288.00	230.40
Payment Received	04/21/2020	20-320	743	05/26/2020	RBC Holdings Corp	200.00	192.00	153.60
Payment Received	04/10/2020	20-287	322	05/31/2020	State Farm	487.00	250.00	200.00
Payment Received	05/16/2020	20-387	350	06/19/2020	Geico	1,948.00	1,948.00	1,558.40
					<b>Grand Total:</b>	30,106.00	27,537.84	22,030.27

*JULY 2020*

## *COUNCIL GRANT REPORT*

### Active Projects:

- FAA Infrastructure & Terminal Construction
- SC Aeronautics Infrastructure & Design
- SC Aeronautics Terminal & Access Road
- FAA CARES
- SC Department of Commerce, CDBG South Hartsville Sewer Improvements
- SC Department of Public Safety – Highway Safety 2019
- SCEMD Recovery/FEMA: South Hartsville Drainage Study
- SCEMD Recovery/FEMA: Generators for Pump Stations & Wells
- SC PARD – Basketball Court Lighting (complete)
- The Byerly Foundation Projects:
  1. Façade Program (underway)
  2. Wayfinding Signage (almost complete)
  3. Police Youth Academy (ongoing)
  4. Business Builder (on hold)
- FEMA RPA for COVID-19

### Applications Awarded June 2019 - June 2020:

- FAA Terminal Construction - **\$666,666**
- The Byerly Foundation – All America City “Comeback” Campaign **\$150,000**
- FAA CARES **\$30,000**
- SC PARD – Basketball Court Lighting **\$12,400**
- SC Aeronautics – Terminal & Access Road Construction **\$500,000**
- SC Aeronautics – Infrastructure & Design Matching - **\$8,328**
- SC Department of Public Safety – Highway Safety 2020 - **\$63,594**
- CDBG South Park Neighborhood Sewer Upgrades **\$750,000**
- FAA Infrastructure Grant **\$149,900**
- SCDPS Office of Highway Safety & Justice for Body-Worn Cameras **\$9,428.08**
- Byerly Foundation: HFD Extinguisher Training **\$13,084**
- Byerly Foundation: Main Street Façade Program **\$10,000**

### Future Applications/Award Notification:

(0 – 6 months lead time & application contingent upon council approval)

- SCDPS – Highway Safety Grant Program (Submitted)
- PARD project for Restroom & Fountain. (Submitted)
- SCEMD/FEMA - Generator for City Hall (August 27)
- RIA Well with Potential SRF Forgivable & Loan Project (August)
- CDBG Neighborhood Revitalization (September)

Should you have any questions regarding this report, please contact me at 843.383.3015 ext. 2010, 843.858.0699, or [shannon.munoz@hartsvillesc.gov](mailto:shannon.munoz@hartsvillesc.gov).

Shannon J. Munoz, Director of Community & Economic Development

## Human Resources Monthly Report - June 2020

Home Department**	May Headcount	June Hires / Transfers In	June Terms	June Transfers Out	June Headcount	DIVERSITY				
						Asian	Black or African American	Hispanic or Latino	White	2 or More Races
000411 / Mayor Council Clerk	8	0	0	0	8	0	3	0	5	0
000412 / Court Operations	5	0	0	0	5	0	1	0	4	0
000413 / City Manager	1	0	0	0	1	0	0	0	1	0
000415 / Finance	6	0	0	0	6	0	1	1	4	0
000417 / Human Resources	3	1	1	0	3	0	1	0	2	0
000418 / Main Street Hartsville	1	0	0	0	1	0	0	0	1	0
000419 / Business Navigator	4	0	0	0	4	0	2	1	1	0
000421 / Police Department	43	0	1	0	42	0	4	0	38	0
000422 / Fire Department	32	0	1	0	31	0	3	0	29	0
000423 / Victim's Advocate**	0	0	0	0	0	0	0	0	0	0
000426 / Tourism	2	0	0	0	2	0	0	0	2	0
000431 / Maintenance	2	0	0	0	2	0	0	0	2	0
000432 / Sanitation Dept.	13	2	1	0	14	0	9	0	4	0
000452 / Parks & Recreation	7	0	0	0	7	0	2	0	5	0
000453 / Streets & Grounds	12	0	0	0	12	0	9	0	3	0
000454 / Museum Operations	3	0	0	0	3	0	0	0	3	0
000500 / Water Utilities	7	0	0	0	7	0	1	0	6	0
000600 / Sewer Utilities	4	0	0	0	4	0	2	0	2	0
000700 / School Crossing Guards	9	0	0	0	9	0	5	0	4	0
000800 / Storm Water Utilities	1	0	0	0	1	0	0	0	1	0
000900 / Water Park	3	0	0	0	3	0	0	0	3	0
<b>Totals:</b>	<b>166</b>	<b>3</b>	<b>4</b>	<b>0</b>	<b>165</b>	<b>0</b>	<b>43</b>	<b>2</b>	<b>120</b>	<b>0</b>

\*\*Based on Home Departments/does not reflect employees with dual departments; Victim's Advocate headcount reflected in 421 / No seasonal or interns

### Completed Events/Campaigns

June

City Issued Resolution for wearing face masks  
Neptune Island Opened June 2020

### Upcoming Events

July

Mandatory Temperature Checks  
Handbook Updates  
Continued monitoring of COVID-19 & maintenance of precautionary guidelines



Date: July 2, 2020  
To: City of Hartsville  
From: Suzy Moyd,  
Executive Director,  
Main Street Hartsville  
Re: **Monthly Status Report for June**

### Status Report & Updates

#### *Calendar:*

Zoom Meetings, GoToMeetings, and webinars...  
June 17<sup>th</sup>: ARB, socially distanced in Council Chambers  
June 29<sup>th</sup>: Masks required for City Staff & Ordinance passes

### Current Social Media Stats:



Facebook: 5183 Followers  
Twitter: 1344 Followers  
Instagram: 1571 Followers  
MailChimp: 847 Subscribers

### New businesses opening and Ribbon Cuttings soon:

Sully Blair State Farm  
Shear Hairapy  
Down South Sugar expansion  
Wild Heart Brewing  
Train/Passenger Station



[Group Training Programs](#) [Course Offerings for Businesses](#) [Login](#)



### Working on:

Assessing online marketing needs for downtown businesses, as MSSC and AARP are awarding all Accredited Programs with access to ongoing LunchPlate Marketing series in July and August.

Show Some Local Love: discounted gift certificate promotion, thanks to generous Sponsorship from North Industrial Machine.

Advising restaurants with new accelerateSC guidelines and Palmetto Priority DHEC-approved sticker initiatives.

Drive-Thru Farmers Market, sponsored by Sully Blair State Farm, offering farmers-choice vegetable boxes, local honey, potatoes, pies, and bread. City Staff volunteered to make it all possible.

Calling, texting, and emailing merchants during shutdowns. Counseling and listening. Planning what re-opening will look like. Sourcing PPE supplies and signage.

Touring new business hopefuls around town.

Looking at Fall events and wondering what those will or won't look like: Block Parties, Treats On The Streets, Hartsville Uncorked Wine Walk, Downtown Holiday Open House, etc.

Processing Main Street Hartsville Gift Certificates.

Updates to Main Street's brochures, website, and social media.

New Partnerships, current Partnership Renewals & Thank You's.

Processing Downtown Vibrancy Grant Applications.

Updating Partnership Brochures and Show Some Local Love brochures.





## Monthly Departmental Report – JUNE 2020

### Visitor Demographics 2020

MONTH	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Website	Facebook
January	8	14	8	21	24	7	82	357	1,743
February	18	10	11	6	70	21	136	350	1,744
March	3	11	6	63	12	7	102	261	1,746
April	0	0	0	0	0	0	0	261	1.804
May	0	0	0	0	0	0	0	194	1,748
<b>June</b>	<b>10</b>	<b>16</b>	<b>4</b>	<b>17</b>	<b>2</b>	<b>closed</b>	<b>49</b>	<b>226</b>	<b>1,766</b>
July									
August									
September									
October									
November									
December									
<b>YEAR TO DATE</b>	<b>39</b>	<b>51</b>	<b>29</b>	<b>107</b>	<b>108</b>	<b>35</b>	<b>369</b>		

\*Sunday

#### Visitors Signing Guest Book came from:

Following Social Distancing principles the Guest Registration book is not available for visitors to sign at this time.

#### Museum News:

- June 3<sup>rd</sup> the museum reopened to the public with new hours, posted social distancing guidelines and new traffic patterns for our visitors.
- We welcome City Council's appoint of Davita Malloy to the Museum Commission. Davita is currently working with the museum on several projects that is helping to expand the rich historical narrative of Hartsville. We look forward to her joining us at our next commission meeting in August.
- We also welcome new intern, Taylor Lee. Taylor is a senior at Francis Marion University and will be graduating in December with a Bachelors of Science degree in Public History and Archeology. Taylor says, "I hope to further my knowledge about the preservation and care of history and artifacts while also getting to know more about the history of Hartsville and to share it with the public."
- **New Museum Hours:**  
Monday – Friday (Closed on Saturdays)  
10:00 - 12:00 Senior Citizens  
12:00 - 4:00 General Public
- The Hartsville Museum is featured in Pee Dee Life Magazine, summer 2020. Please visit [www.peedee.life](http://www.peedee.life) and read about the museum on pages 28-32.
- 20<sup>th</sup> Annual Swamp Fox Quilters Exhibit – "Initially Yours" opened on June 3<sup>rd</sup> and will be on display through Labor Day.





**June 2020**

## **Monthly Departmental Report**

### **Coach TB Thomas Sports Center**

- Reopened the TB Thomas Sports Center on a limited basis on May 26<sup>th</sup>. We are currently averaging 9 people per day since we have reopened.
- Increased the maximum amount of people in the building from 20 – 30.
- Started exercise classes (Zumba and Cardio Step) on June 15, 2020.

### **Byerly Park**

- Hosted Top Gun softball tournament that brought 50 softball teams to Hartsville.
- Cancelled USSSA tournament on June 27 & 28.

### **Covid-19 Precautions:**

- Closed down TB Thomas on March 16<sup>th</sup> to all citizens. We remained closed to the citizen May 26<sup>th</sup>.
- Went through the building and cleaned the building to help prevent potential virus spread.
- Locked the baseball and softball fields and removed the outdoor basketball rims to discourage large group activities during this time.
- Placed signs throughout the park discouraging people to do activities in large groups such as playing on the playgrounds and encouraging social distancing during this time.
- All grounds staff are coming in to clean the bathrooms and mow grass at the park.

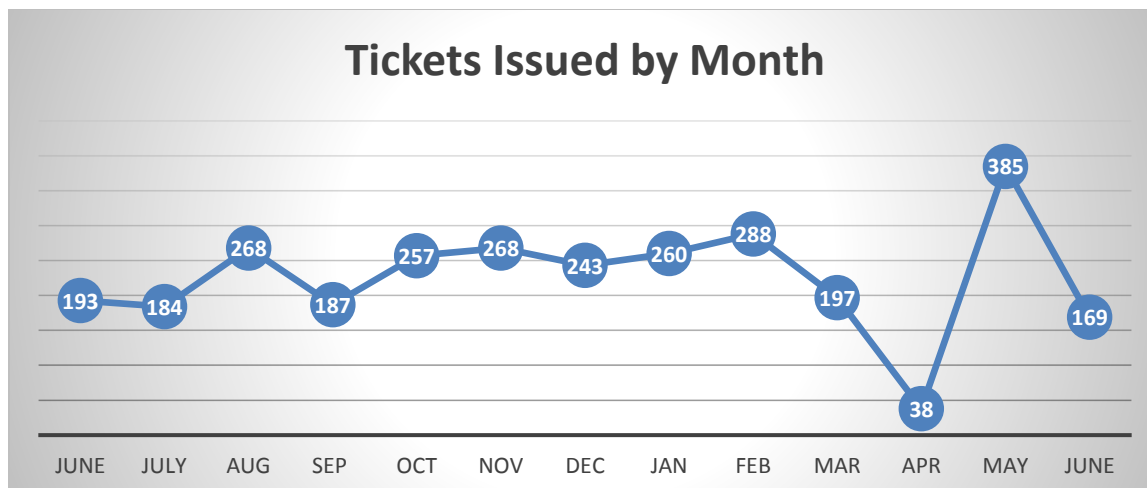
# Hartsville Police Department



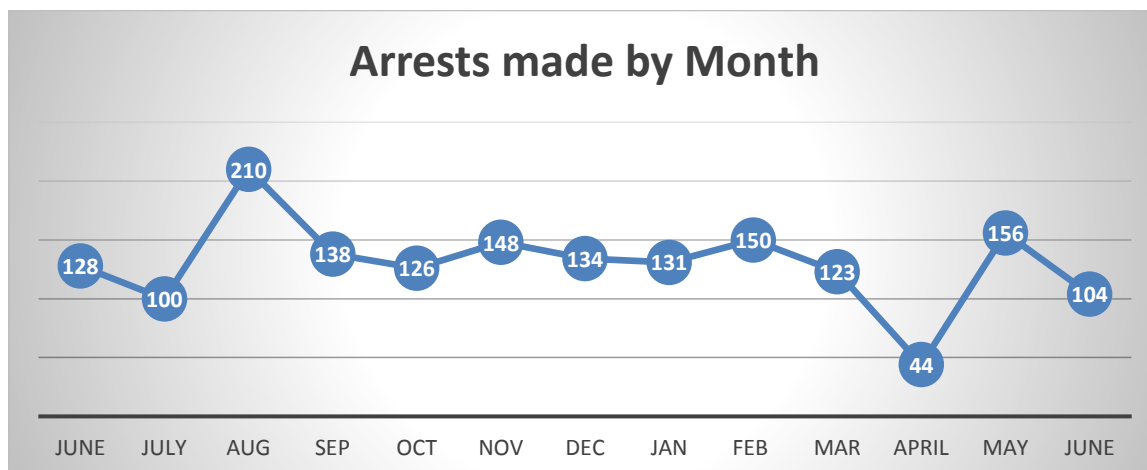
## Monthly Report

June 2020

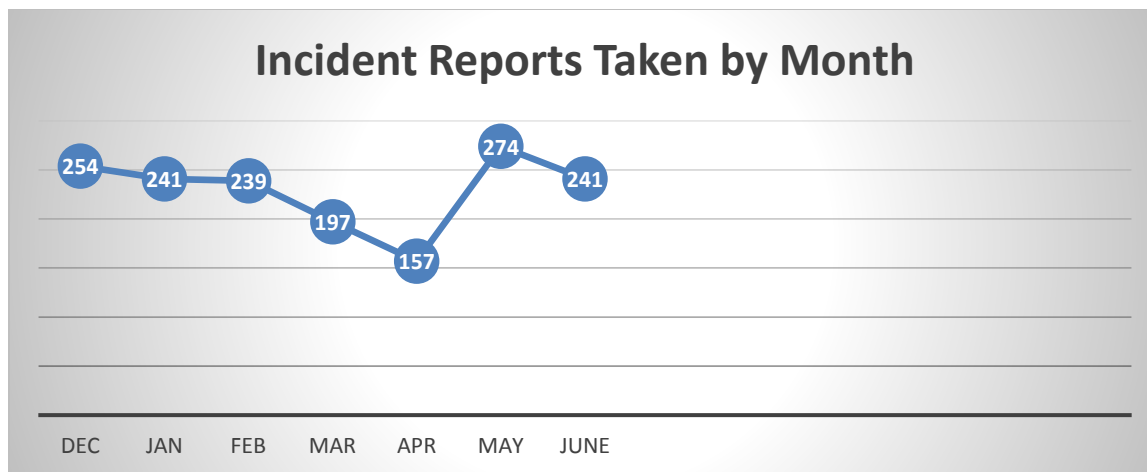
Prepared by Mark Blair



Although March looked like a mild slump, the Wuhan Virus Pandemic had a severe impact on citations in late March and most of April. The first half of March was active, the last two weeks in March account for only 30% of tickets. April showed a severe drop in numbers as officers were ordered to limit traffic stops to the most severe/reckless/drunk violators. May showed a rebound above and beyond what was expected. The cause for the slump in June numbers is unknown.



The 45 arrests from April 2019's Operation Summer Freeze, we would have been at 165 Arrests, which is closer to the average. Arrests plummeted in April 2020 due to less people being out, businesses being closed, and stores taking aggressive distancing measures. Officers also issued more summons in lieu of arrest, due to orders from the Court Administration and precautionary measures to avoid COVID-19. May has shown a huge rebound to normal following relaxation of lockdowns and return to normal. June showed another slump in arrests just below normal. We did take 13% fewer reports in June, but that doesn't explain a corresponding a 33% reduction in arrests.



Incident Reports taken are a reflection of reports actually written. A report is not written for every call. This chart is new for 2020. Calls for service data is directly related to arrests and citations. March showed a slump due to the COVID-19 Emergency, with more incidents during the first half of the month. April continued the decrease in reports, due to people being home, less stores open, fewer traffic stops. May has done a drastic rebound above previous incidents.

#### Arrestees and Victims

On average, between 50-65% of arrested persons come from outside the city limits, showing that we serve many more people than our in-town population.

In June there were 104 arrests, including 2 Juveniles.

#### Crime Types

Arrests consisted of the following: (Major categories, not inclusive of all arrests):

Shopliftings –	6	(80% from outside city)
Assaults –	11	(36% from outside city)
Thefts -	2	(50% from outside city)
Fraud/Forgery	3	(100% from outside city)
Drug Offenses –	14	(71% from outside city)
Weapons Laws	4	(75% from outside city)
DUI/Drunkeness-	11	(82% from outside city)
Non-Reported State	42	(76% from outside City)*

\*Non-Reported to State offenses are generally offenses like Driving Under Suspension, Operating Uninsured, Possession of Controlled Substance, and other crimes that are outside the typical violent/property crime classifications

Totals for all arrests (including those not listed above)  
76 of 104 people arrested (73%) live outside the city limits.



Date: July 7, 2020  
To: City of Hartsville  
From: Samantha Altman, Special Events Coordinator  
Re: Tourism and Events Report- June

## **Status Report & Updates**

### **Current Projects**

Working with Wayfinding Sign Project to finalize and install. Date is still TBD.

Working on a National Night Out plan that will work with CDC guidelines and social distancing.

Special event permits are being approved and requiring COVID procedures.

Finalized the 2020 City of Hartsville events calendar to create a master list for scheduling events.

### **2020 City of Hartsville Events:**

- Screen on the Green
  - Saturday, August 1, 2020 – “The Incredibles 2” – National Night Out
- National Night Out from 7:30-8:30 pm
  - Saturday, August 1, 2020
- Downtown Holiday Open House & Centennial Tree Lighting
  - Thursday, November 19, 2020 from 6:00-9:00 pm
- 2020 Hartsville Christmas Parade
  - Saturday, December 12, 2020 at 3:00pm

### **Current Social Media & Website Stats**

Visit Hartsville, SC

Facebook- 3,107

Instagram (@visithartsvillesc) - 1,238 followers

Twitter (@visithartsville) - 327 followers

VisitHartsvilleSC.com- 3650 views

### **Current Key Sales**

#### **June 2020**

Net Sales: \$467.28

Tax Collected: \$34.86

Total: \$502.14

#### **Top Selling Items:**

1. Gillespie's Salted Peanut Singles - Gillespie's Peanuts
2. Gillespie's Chocolate Covered Peanuts - Gillespie's Peanuts

### 3. Gillespie's Carmel Crunch Peanuts - Gillespie's Peanuts

#### Future Projects

Adding new items to the gift shop at The Key.

Working with Parks and Recreation to put together Tourism packets for tournament attendees.

Creating and distributing Hartsville field trip opportunities with local schools.

Create a Hartsville brochure to distribute at welcome centers.



**REQUEST FOR  
COUNCIL AGENDA**  
The City of Hartsville

Agenda Date:  
7/14/2020

To: City Council  
From: City Manager

Ordinance Number: 4393 Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

To enter into an installment purchase transaction to refinance a series of bonds issued.

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**BACKGROUND SUMMARY:**

The Council Finance Committee is recommending to the full Council to redeem the Outstanding Financings in order to decrease annual debt service of the City and improve the City's annual cash flows on a short-term basis.

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**IMPACT IF DENIED:**

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**IMPACT IF APPROVED:**

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**FINANCIAL IMPACT:**

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**ATTACHMENTS:**

Description

- ❑ Ordinance 4393
- ❑ Ordinance 4393 - Exhibit A
- ❑ Ordinance 4393 - Exhibit B
- ❑ Ordinance 4393 - Exhibit C
- ❑ Trust Agreement



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AN ORDINANCE 4393

AUTHORIZING THE CITY OF HARTSVILLE, SOUTH CAROLINA TO ENTER INTO AN INSTALLMENT PURCHASE TRANSACTION TO MAKE CERTAIN IMPROVEMENTS TO CITY HALL AND TO REFINANCE SERIES OF BONDS ISSUED TO DEFRAY THE COSTS OF THE ACQUISITION, RENOVATION, AND IMPROVEMENT OF CITY HALL AND THE PAVILION AT LAWTON PARK AND CERTAIN OTHER BONDS AND CAPITAL LEASES OF THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS RELATING TO SUCH TRANSACTION, INCLUDING THE BASE LEASE AGREEMENT AND THE INSTALLMENT PURCHASE AND USE AGREEMENT; APPROVING THE USE OF CERTAIN MONEY OF THE CITY; APPROVING THE ISSUANCE OF BONDS BY THE CITY OF HARTSVILLE PUBLIC FACILITIES CORPORATION; DELEGATING AUTHORITY TO THE MAYOR AND CITY MANAGER TO EFFECT SUCH TRANSACTION AND DETERMINE CERTAIN MATTERS; AND OTHER MATTERS RELATING THERETO.

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Enacted July 14, 2020

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BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF HARTSVILLE, SOUTH CAROLINA, AS FOLLOWS:

Section 1      Findings

The City Council (“**City Council**”) of the City of Hartsville, South Carolina (the “**City**”), hereby finds and determines:

(a) The City is an incorporated municipality located in Darlington County, South Carolina, and as such possesses all powers granted to municipalities by the Constitution and laws of the State.

(b) Section 5-7-30 of the Code of Laws of South Carolina 1976, as amended (the “**South Carolina Code**”), provides, in part, that municipalities may enact ordinances, not inconsistent with the Constitution and general law of the State, respecting any subject which appears necessary and proper for the security, general welfare, and convenience of the municipality and for the preservation of the general health, peace, order and good government in the municipality. Section 5-7-40 of the South Carolina Code empowers all municipalities to own and possess real and personal property and, upon such terms as a city council may determine, to convey, lease, or otherwise dispose of such property.

(c) The City has outstanding the remaining principal amount of its (i) originally issued \$1,224,500 General Obligation Bond, Series 2012 of the City of Hartsville, South Carolina, dated June 29, 2012 (the “**Series 2012 GO Bond**”), the proceeds of which were utilized by the City for the acquisition and renovation of the City Hall of the City (the “**City Hall**”) and certain other capital projects of the City; and (ii) originally issued \$3,665,000 Special Obligation Bonds Series 2012, dated June 29, 2012 (“**2012 Special Obligation Bond**”), which refinanced the outstanding principal amount of a Loan Agreement dated March 30, 2007, a portion of the proceeds of which loan were utilized by the City to fund improvements the City’s historic pavilion located at its Lawton Park (the “**Lawton Park Pavilion**,” and together with the City Hall, the “**Facilities**”).

(d) The administration of the services and departments of the City and the provision of recreational opportunities are core functions of municipal government and the provision of facilities to foster the efficiency and effectiveness of the administration of the City and the provision of recreational opportunities, in particular the Facilities, is a priority for the City Council. In this regard, the City Council has previously determined to undertake the acquisition, renovation, and improvement of the Facilities in order to provide for the health, safety, and welfare of its citizens and visitors to the City.

(e) The City additionally has outstanding the remaining installments of the originally issued (i) \$350,419 Lease-Purchase Financing, dated May 26, 2017 (the “**2017A Lease-Purchase**”); (ii) \$545,632 Lease-Purchase Financing, dated May 26, 2017 (the “**2017B Lease-Purchase**”); (iii) \$850,000 Lease-Purchase Financing, dated May 25, 2018 (the “**2018 Lease-Purchase**”); and (iv) \$329,504 Lease-Purchase Financing, dated September 10, 2019 (the “**2019 Lease-Purchase**,” and, together with the Series 2012 GO Bond, the 2012 Special Obligation Bond, the 2017A Lease-Purchase, the 2017B Lease-Purchase, the 2018 Lease-Purchase, and the 2019 Lease-Purchase, the “**Outstanding Financings**”).

(f) The City Council has determined to (1) provide for certain information technology upgrades to the City Council Chambers of the Facilities (the “**2020 Project**”), and (2) redeem the Outstanding Financings (collectively, the “**Refinancing**”) in order to decrease and extend annual debt service payments of the City and improve the City’s annual cash flows on a short-term basis. The estimated cost of the 2020 Project is \$10,000 and of the redemption of the Outstanding Financings is \$3,000,000, exclusive of costs of issuance.

(g) The City Council has determined to (1) effect the Refinancing, and (2) defray the costs of the 2020 Project through an installment purchase transaction, or transactions, pursuant to which the City will enter into a Base Lease (the form of which is attached hereto as Exhibit A) and an Installment Purchase and Use Agreement (the form of which is attached hereto as Exhibit B) (the Refinancing and the 2020 Project are collectively referred to herein as the “**Transaction**”). Such Base Lease and Purchase and Use Agreement may be amended from time to time to allow for multiple transactions.

(h) Pursuant to the provisions of the Base Lease, the City will (i) lease the real property underlying the Facilities (as more specifically defined herein, the “**Real Property**”) to the Corporation (as defined herein) in consideration of the issuance by the Corporation of one or more series of installment purchase revenue bonds which will be issued pursuant to the provisions of the Trust Agreement (as defined herein), and (ii) convey the improvements situated on the Real Property, consisting of the Facilities to the Corporation. The installment purchase revenue bonds will be paid by the Corporation from the receipts of certain payments (the “**Installment Payments**”) made by the City to the Corporation under the provisions of the Purchase and Use Agreement. Pursuant to the provisions of the Purchase and Use Agreement, the City will agree to purchase the Facilities from the Corporation by making the Installment Payments.

(i) Installment purchase revenue bonds will be issued by the Corporation in one or more series and captioned as “Installment Purchase Revenue Bonds (City of Hartsville Facilities Refinancing), Series 2020”, in a principal amount to be determined by the Corporation (the “**Series 2020 Bonds**”). The Corporation shall change the bond caption or series designation as appropriate to reflect transaction timing and structure, upon advice received and as appropriate. The proceeds of the Series 2020 Bonds may be used to (i) defray all or a portion of the costs of the Transaction, and (ii) pay the cost of issuance of the Series 2020 Bonds.

(j) The rights to receive Installment Payments are being assigned by the Corporation to the Trustee under the Trust Agreement as security and the source of payment for the Series 2020 Bond.

(k) The Council has further determined that the Transaction will serve a proper public and corporate purpose, that the refinancing of the costs of the Facilities by and through the Transaction amounts to a purchase-money refinancing of the costs of such Facilities, and that the Facilities will be publicly owned.

(l) As previously discussed, in order to effect the redemption of the Outstanding Financings, the Council has determined that it is necessary and in the best interest of the City to enter into the Transaction authorized by this Ordinance with the Corporation.

## Section 2      Definitions

The terms defined in this Section for all purposes of this Ordinance shall have the respective meanings as set forth in this Section. The term:

**“2020 Project”** shall be given the meaning ascribed to such term in the recitals of this Ordinance.

**“Authorized Officer”** means the Mayor or the City Manager, each of whom is authorized to act as the Authorized Officer.

**“Base Lease”** means the Base Lease Agreement by and between the City and the Corporation to be dated as of the date of its delivery, as the same may be amended or supplemented from time to time, the form of which is attached hereto as Exhibit A.

**“Bond Counsel”** shall mean an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal, state and public agency financing, selected by the City.

**“City”** means the City of Hartsville, South Carolina.

**“City Clerk”** shall mean the City Clerk of the City of Hartsville, South Carolina.

**“Facilities”** means (i) the City Hall facility housing the City’s administrative department and functions, and (ii) the historic pavilion at Lawton Park, as each are situated on the Real Property.

**“City Manager”** shall mean the City Manager of the City of Hartsville, South Carolina.

**“Code”** means the Internal Revenue Code of 1986, as amended, from time to time, or any successor internal revenue laws of the United States enacted by the Congress of the United States in replacement thereof. References to the Code and sections of the Code include relevant applicable regulations, temporary regulations and proposed regulations thereunder and any successor provisions to those sections, regulations, temporary regulations or proposed regulations.

**“Continuing Disclosure Agreement”** means the agreement, which may also be referred to as the Disclosure Dissemination Agent Agreement, of the City (on behalf of the Corporation) authorized pursuant to Section 4(c) of this Ordinance and attached hereto at Exhibit C.

**“Corporation”** means the Hartsville Public Facilities Corporation, a South Carolina nonprofit corporation.

**“Council”** means the City Council of the City of Hartsville, South Carolina.

**“Financing Documents”** means collectively, the Base Lease, the Purchase and Use Agreement, and the Trust Agreement, as each may be amended or supplemented from time to time.

**“Mayor”** shall mean the Mayor of the City of Hartsville, South Carolina.

**“Official Statement”** means the official statement prepared in connection with the sale of the Series 2020 Bonds.

**“Ordinance”** means this ordinance.

**“Preliminary Official Statement”** means the preliminary official statement prepared in connection with the sale of the Series 2020 Bonds.

**“Purchase and Use Agreement”** means the one or more Installment Purchase and Use Agreements by and between the Corporation and the City to be dated as of the date of its delivery to provide for the City’s acquisition of the Facilities, as may be amended from time to time, the form of which is attached hereto as Exhibit B.

**“Ordinance”** means this Ordinance of the City.

**“Real Property”** means all those certain pieces, parcels or tracts of land as described in the Base Lease and at Exhibit D attached hereto.

**“South Carolina Code”** shall mean the Code of Laws of South Carolina 1976, as amended.

**“State”** shall mean the State of South Carolina.

**“Trust Agreement”** means the Trust Agreement by and between the Corporation and Regions Bank, as Trustee, to be dated as of the date of its delivery, as the same may be amended or supplemented from time to time by the parties thereto.

**“Trustee”** means Regions Bank, in the capacity as Trustee.

### Section 3      Authorization for the Transaction

The Transaction and the Refinancing are hereby approved. The Authorized Officer and other appropriate officers and agents of the City are empowered and directed to negotiate, execute and deliver contracts, agreements, certificates and conveyances necessary or convenient to accomplish the Transaction and effect the Refinancing, including the Financing Documents.

### Section 4      Approval of Corporation, Issuance of the Series 2020 Bonds, and Rule 15c2-12 Undertaking

(a)      The City hereby approves the formation, purposes, and activities of the Corporation as the same are set forth in the bylaws of the Corporation. Further, the City confirms Bobby McGee, Karen Caulder and Franklin Hines as the initial directors of the Corporation.

(b) The City hereby approves the issuance by the Corporation of the Series 2020 Bonds as a single series, or from time to time as several series of Bonds. In the event multiple series of bonds are issued, or in the event there is only issued a single series, the first series or single series, as appropriate, shall be issued within one year of the date hereof. No Bonds shall mature later than December 1, 2040. The foregoing authorization related to the issuance of the Series 2020 Bonds is explicitly conditioned on the prior or simultaneous execution by the Authorized Officer of the Purchase and Use Agreement and the Base Lease. The City also acknowledges that, in accordance with the provisions of the Purchase and Use Agreement, the City will acquire absolute title to the Facilities upon payment of all amounts due under the Purchase and Use Agreement; *provided, however*, that the City does not hereby waive its right to terminate the Purchase and Use Agreement prior to such payment in accordance with the provisions of the Purchase and Use Agreement.

(c) Any Authorized Officer is hereby authorized to execute and deliver, on behalf of the City (and the Corporation), the Continuing Disclosure Agreement in form substantially similar to that attached hereto at Exhibit C, with such changes thereto as such official, with advice of counsel, shall approve. The City hereby covenants and agrees to comply with and carry out its obligations pursuant to said Continuing Disclosure Agreement. Additionally, the Authorized Officer is authorized to contract with Digital Assurance Certification, L.L.C. (“**DAC**”) for certain dissemination services associated with the execution and delivery of the Continuing Disclosure Agreement. Should the City determine to contract with DAC, the City may execute an amendment to a prior Continuing Disclosure Agreement in lieu of a new such agreement.

#### Section 5      Approval of Base Lease, Purchase and Use Agreement, and Trust Agreement

(a) The Council has reviewed the Base Lease, the form of which is attached to this Ordinance as Exhibit A. The Base Lease is approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Base Lease were set out in this Ordinance in its entirety. The Authorized Officer is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the City Clerk is hereby authorized, empowered and directed to attest, the Base Lease in the name and on behalf of the City, and thereupon to cause the Base Lease to be delivered to the Corporation and to cause the Base Lease (or memoranda thereof) to be recorded in the office of the Register of Deeds for Darlington County. The Base Lease is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the Authorized Officer. Such changes shall be made only after receipt of the advice of legal counsel and may include such terms and conditions as are useful or necessary to carry out the purposes of this Ordinance. The execution thereof by an Authorized Officer and the City Clerk constitutes conclusive evidence of approval of any and all changes or revisions therein from the form of Base Lease now before this meeting. Any amendment to the Base Lease shall be executed in the same manner. The Base Lease may be effected through one or more Base Leases.

(b) The Council has reviewed the Purchase and Use Agreement, the form of which is attached to this Ordinance as Exhibit B. The Purchase and Use Agreement is approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Purchase and Use Agreement were set out in this Ordinance in its entirety. The Authorized Officer is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the City



Clerk is hereby authorized, empowered and directed to attest, the Purchase and Use Agreement in the name and on behalf of the City, and thereupon to cause the Purchase and Use Agreement to be delivered to the Corporation and to cause the Purchase and Use Agreement (or memoranda thereof) to be recorded in the office of the Register of Deeds for Darlington County. The Purchase and Use Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by an Authorized Officer. Such changes shall be made only after receipt of the advice of legal counsel and may include such terms and conditions as are useful or necessary to carry out the purposes of this Ordinance. The execution thereof by the Authorized Officer and the City Clerk constitutes conclusive evidence of approval of any and all changes or revisions therein from the form of the Purchase and Use Agreement now before this meeting. Any amendment to the Purchase and Use Agreement shall be executed in the same manner. The Purchase and Use Agreement may be effected through one or more Purchase and Use Agreements.

(c) The City is not a party to the Trust Agreement, but the City acknowledges that the Trust Agreement is an integral part of the documents related to the Transaction. The form of the Trust Agreement previously presented to the City Manager and made available for review by the City Council is hereby approved by the City with such additions, deletions, amendments and changes as may be deemed necessary by the parties thereto and approved by the City Manager prior to the consummation of the Transaction. Such changes shall be made only after receipt of the advice of legal counsel to the City and may include such terms and conditions as are useful or necessary to carry out the purposes of this Ordinance. The Trust Agreement may be effected through one or more Trust Agreements, as any of such agreements may be supplemented or amended to carry out the Transaction.

#### Section 6      Selection of Trustee

The City and the Corporation have selected Regions Bank as the Trustee in connection with the Transaction. The City Manager is hereby authorized to effect, with advice from bond counsel and the consent of the Corporation, the engagement of the Trustee.

#### Section 7      Execution of Documents

(a) The Authorized Officer is fully empowered and authorized to take such further actions and to execute and deliver such additional documents as may be deemed necessary or desirable in order to effectuate the execution and delivery of the Base Lease and the Purchase and Use Agreement in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and thereby, and the action of such officer in executing and delivering any of such documents is hereby fully authorized. The Authorized Officer is authorized to negotiate and execute any bond purchase agreement, term sheet, or other purchase document related to the Series 2020 Bonds, and actions previously taken to such effect are fully ratified.

(b) The City Manager is hereby authorized on behalf of the City to “deem final” the Preliminary Official Statement within the meaning of Rule 15c2-12 adopted by the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, and to execute and deliver the final Official Statement.

## Section 8      Tax Covenants

(a) The Corporation is issuing the Series 2020 Bonds on behalf of the City. Without limiting the generality of the foregoing, the City represents and covenants, except as to any portion of the Series 2020 Bonds that may be issued on a federally taxable basis, that:

(1) The City will not permit the proceeds of the Series 2020 Bonds or any facility financed or refinanced with the proceeds thereof to be used in any manner that would cause the Series 2020 Bonds to meet the private business tests of Section 141(b)(1) and (2) of the Code or the private loan financing test of Section 141(c) of the Code.

(2) 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 Series 2020 Bonds that do not conform to the guidelines set forth in Revenue Procedure 2017-13.

(3) The City will not sell or lease the Facilities (as defined in the Purchase and Use Agreement) obtained with proceeds of the Series 2020 Bonds or the Real Property to any person unless it obtains the opinion of Bond Counsel that such lease or sale will not adversely affect the designation of the Series 2020 Bonds as tax-exempt bonds.

(4) The Bonds will not be federally guaranteed within the meaning of Section 149(b) of the Code.

(5) The City, pursuant to Purchase and Use Agreement, will have exclusive beneficial use of the Project for the life of the Series 2020 Bonds for the purposes of Sec. 3.041(a) of Rev. Proc. 82-26, 1982-1 CB 476.

(b) In the event that at the time of closing of the Series 2020 Bonds, the City (including the Corporation's issuance of the Series 2020 Bonds) expects to issue no tax-exempt obligations in a given calendar year which, along with the Series 2020 Bonds, would aggregate more than \$10,000,000, an Authorized Officer may designate such Series 2020 Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3)(B) of the Code.

Section 9      Severability

If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 10      Repeal of Inconsistent Ordinances and Resolutions

All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 11      Effective Date

This Ordinance shall be effective upon its enactment by the Council.

[Remainder of Page Left Blank]

**DONE, RATIFIED AND ENACTED** this 14th day of July, 2020.

**CITY OF HARTSVILLE,  
SOUTH CAROLINA**

(SEAL)

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Carl M. (Mel) Pennington IV, Mayor

Attest:

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Sherron L. Skipper, City Clerk

First Reading: June 9, 2020  
Public Hearing: July 14, 2020  
Second Reading: June 14, 2020

EXHIBIT A

Form of Base Lease

EXHIBIT B

Form of Purchase and Use Agreement

EXHIBIT C

Form of Continuing Disclosure Agreement

## EXHIBIT D

### Description of the Real Property

The Real Property described for the purposes of this Ordinance and the transactions contemplated hereby as follows; provided that the City Manager is directed to obtain a current legal description of the Real Property to include as an exhibit to the Base Lease prior to the execution thereof:

#### City Hall:

100 East Carolina Avenue, Hartsville, South Carolina (TMS Nos. 056-06-02-037 & 056-06-02041)

#### Lawton Park:

716 Prestwood Drive, Hartsville, South Carolina (TMS No. 055-14-01-037)



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EXHIBIT A FOR ORDINANCE 4393

**BASE LEASE AGREEMENT**

**between**

**CITY OF HARTSVILLE, SOUTH CAROLINA**  
**as lessor**

**and**

**HARTSVILLE PUBLIC FACILITIES CORPORATION**  
**as lessee**

**Dated as of August 1, 2020**

**All right, title and interest of the Hartsville Public Facilities Corporation in this Base Lease Agreement have been assigned to Regions Bank as Trustee under the Trust Agreement dated of even date herewith, and are subject to the security interest of the Trustee.**

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## BASE LEASE AGREEMENT

This BASE LEASE AGREEMENT dated as of August 1, 2020 (this “**Base Lease**”) is made and entered into by and between the HARTSVILLE PUBLIC FACILITIES CORPORATION (together with its successors and assigns, the “**Corporation**”), a South Carolina nonprofit corporation, as lessee, and the CITY OF HARTSVILLE, SOUTH CAROLINA (the “**City**”), a political subdivision of the State of South Carolina (the “**State**”), as lessor.

### WITNESSETH:

WHEREAS, the Corporation is a nonprofit corporation formed under the provisions of Title 33, Chapter 31 of the Code of Laws of South Carolina, 1976, as amended;

WHEREAS, the City is a political subdivision of the State and is authorized under the provisions of Sections 5-7-30 and 5-7-40, Code of Laws of South Carolina 1976, as amended (the “**Act**”), to enter into this Base Lease;

WHEREAS, the City is the owner of the 2020 Real Property (as defined herein) as well as the Facilities (as defined in the hereinafter defined Purchase and Use Agreement), comprising the City Hall of the City housing the City’s administrative department and functions and the historic pavilion at the City’s Lawton Park, which provides certain recreational opportunities for the City; and

WHEREAS, the City desires to lease the 2020 Real Property to the Corporation and to convey the Facilities to the Corporation so that the Corporation may provide for the Refinancing (as defined herein) and the acquisition of the 2020 Project (as defined herein) with the proceeds of the Series 2020 Bonds (as defined in the hereinafter defined Trust Agreement); and

WHEREAS, the Facilities will be sold by the Corporation to the City under the terms of an Installment Purchase and Use Agreement dated of even date herewith (the “**Purchase and Use Agreement**”) between the Corporation and the City; and

WHEREAS, the payments to be made under the Purchase and Use Agreement and the rights of the Corporation thereto (except for certain reserved rights as provided therein) are to be assigned to Regions Bank, as trustee (the “**Trustee**”), pursuant to the terms of a Trust Agreement dated of even date herewith (the “**Trust Agreement**”), between the Corporation and the Trustee, in order to secure and provide a source of payment for certain bonds, the proceeds of which are to be used for the purposes described above and in the Trust Agreement; and

WHEREAS, the City desires to enter into this Base Lease in order to achieve the foregoing purposes;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements, the City and the Corporation do hereby covenant and agree as follows:

## ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

**SECTION 1.1. Definitions of Words and Terms.** Capitalized terms not otherwise defined herein are used with the meanings provided therefor in the Trust Agreement or the Purchase and Use Agreement, unless some other meaning is plainly intended. In addition, the following terms shall have the meanings set forth below, unless some other meaning is plainly intended:

**“2020 Project”** shall have the meaning set forth in the Purchase and Use Agreement.

**“2020 Real Property”** means the real property, absent any improvements thereon including the Facilities, as described in Exhibit A hereto.

**“Act”** means Sections 5-7-30 and 5-7-40 of the Code of Laws of South Carolina 1976, as amended.

**“Additional Real Property”** means any real property made subject to this Base Lease pursuant to any supplement hereto.

**“Base Lease Rent”** means the amount set forth in Section 3.4 of this Base Lease.

**“Base Lease Term”** means the term of this Base Lease which begins on August 6, 2020, and ends on the earlier of (i) [December 1, 20\_\_,] or (ii) the date on which the Series 2020 Bonds are discharged within the meaning of Section 3.19(d) of the Trust Agreement.

**“City”** means the City of Hartsville, South Carolina.

**“Corporation”** means the Hartsville Public Facilities Corporation, a South Carolina nonprofit corporation, and its successors and assigns.

**“Corporation Representative”** means the person or persons at the time designated to act on behalf of the Corporation in matters relating to this Base Lease, the Purchase and Use Agreement and the Trust Agreement as evidenced by a written certificate furnished to the City and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Corporation by its President or any Vice President. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Corporation Representative.

**“Council”** means the City Council of the City, as the governing body of the City, and any successor body.

**“Counsel”** means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the City or the Corporation.

**“Event of Default”** means (a) with respect to the Purchase and Use Agreement, any Event of Default as defined in Section 8.1 of the Purchase and Use Agreement, and (b) with respect to the Trust Agreement, any Event of Default as defined in Section 7.1 of the Trust Agreement.

**“Facilities”** shall have the meaning set forth in the Purchase and Use Agreement.

**“Fiscal Year”** means the 12-month period adopted by the City as its fiscal year for financial reporting purposes. Currently, such Fiscal Year for the City begins on July 1 of each year.

**“Installment Payments”** means those payments required to be made by the City by Sections 4.1, 4.2 and 4.4 of the Purchase and Use Agreement.

**“Ordinance”** means the Ordinance enacted by the Council on July 14, 2020, authorizing the City’s execution and delivery of this Base Lease and the Purchase and Use Agreement and consenting to the Trust Agreement.

**“Outstanding Financings”** means the City’s (i) originally issued \$1,224,500 General Obligation Bond, Series 2012 dated June 29, 2012; (ii) originally issued \$3,665,000 Special Obligation Bonds Series 2012, dated June 29, 2012, (iii) originally issued \$350,419 Lease-Purchase Financing, dated May 26, 2017; (iv) originally issued \$545,632 Lease-Purchase Financing, dated May 26, 2017; (v) originally issued \$850,000 Lease-Purchase Financing, dated May 25, 2018; and (vi) originally issued \$329,504 Lease-Purchase Financing, dated September 10, 2019.

**“Purchase and Use Agreement”** shall mean the Installment Purchase and Use Agreement dated of even date herewith between the Corporation and the City.

**“Refinancing”** means the refinancing of the Outstanding Financings.

**“State”** means the State of South Carolina.

**“Trust Agreement”** means the Trust Agreement dated of even date herewith between the Corporation and the Trustee.

**“Trust Estate”** means the Trust Estate described in the Granting Clauses of the Trust Agreement.

**“Trustee”** means Regions Bank, a corporation organized and existing under the laws of Alabama, and its successor or successors and any other trustee which at any time may be substituted in its place pursuant to and at the time serving as trustee under the Trust Agreement.

**SECTION 1.2. Rules of Construction.** Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

The table of contents hereto and the headings and captions herein are not a part of this document.

**SECTION 1.3. Accounting Terms.** Accounting terms used herein and not otherwise specifically defined shall have the meaning ascribed to such terms by accounting principles generally accepted in the United States as from time to time in effect.

[END OF ARTICLE I]

## **ARTICLE II REPRESENTATIONS**

**SECTION 2.1. Representations by the City.** The City represents, warrants and covenants as follows:

- (a) The City is a political subdivision of the State.
- (b) The conveyance of the Facilities from the City to the Corporation and the demise and lease of the 2020 Real Property by the City to the Corporation, as provided in this Base Lease, in order to allow the Corporation to (i) defray the costs of the 2020 Project, (ii) defray the costs of the Refinancing by the issuance of the Series 2020 Bonds; and (iii) provide for the issuance of the Series 2020 Bonds; and to provide for the sale of the Facilities to the City pursuant to the Purchase and Use Agreement will be or have been undertaken to enable the City to continue to provide suitable public facilities in the City.
- (c) The Council has full power and authority to enact the Ordinance and the City has full power and authority to enter into the transactions contemplated by this Base Lease and to carry out its obligations hereunder.
- (d) Neither the execution and delivery of this Base Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound.
- (e) The City has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the City's interests in the 2020 Real Property and the Facilities shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Base Lease or the Purchase and Use Agreement.
- (f) The City has good, valid and marketable title to and is the fee owner of the 2020 Real Property existing on the date hereof. Prior to the conveyance of the Facilities to the Corporation pursuant to Section 3.1 hereof, any improvements on the 2020 Real Property existing on the date hereof are free and clear of all liens, encumbrances and restrictions (including, without limitation, leases) other than Permitted Encumbrances.

**SECTION 2.2. Representations by the Corporation.** The Corporation represents, warrants and covenants as follows:

- (a) The Corporation is a nonprofit corporation duly incorporated under the laws of the State and has corporate power to enter into this Base Lease, the Purchase and Use Agreement and the Trust Agreement. By proper corporate action the officers of the Corporation have been duly authorized to execute and deliver this Base Lease, the Purchase and Use Agreement and the Trust Agreement.
- (b) The conveyance of and subsequent lease back of the 2020 Real Property by the Corporation to the City, as provided in this Base Lease, in order to allow the Corporation to (i) (i) defray the costs of the 2020 Project; (ii) defray the costs of the Refinancing, and (iii) provide for



by the issuance of the Series 2020 Bonds and to provide for the sale of the Facilities to the City pursuant to the Purchase and Use Agreement will be or have been undertaken by the Corporation to enable the City to provide suitable public facilities in the City.

(c) The execution and delivery of this Base Lease, the Purchase and Use Agreement and the Trust Agreement and the consummation of the transactions herein and therein contemplated will not conflict with or constitute a breach of or default under the Corporation's articles of incorporation or bylaws or any bond, debenture, note or other evidence of indebtedness of the Corporation, or any contract, agreement, or instrument to which the Corporation is a party or by which it is bound.

(d) To provide funds to defray the costs of the 2020 Project and the Refinancing, the Corporation will enter into the Trust Agreement pursuant to which it will issue the Series 2020 Bonds payable from and secured by the Installment Payments under the Purchase and Use Agreement.

[END OF ARTICLE II]

**ARTICLE III**  
**CONVEYANCE AND LEASE OF THE 2020 REAL PROPERTY**  
**AND CONVEYANCE OF IMPROVEMENTS**

**SECTION 3.1. Lease of the 2020 Real Property; Conveyance of Facilities.** The City hereby demises and leases to the Corporation and the Corporation hereby leases from the City the 2020 Real Property for a term which ends on the expiration of the Base Lease Term for the rentals and other consideration set forth in Section 3.4 hereof and in accordance with the provisions of this Base Lease. The City hereby conveys the Facilities to the Corporation and the Corporation hereby accepts such conveyance from the City. The parties hereto agree to amend Exhibit A to this Base Lease by the execution of a Supplement to Base Lease Agreement, in substantially the form of Exhibit B attached hereto, from time to time, if the City acquires Additional Real Property which should become subject to this Base Lease.

**SECTION 3.2. Purchase of the Facilities.** Pursuant to the terms of the Purchase and Use Agreement, the Corporation will provide for the 2020 Project and will convey title to the Facilities to the City, but subject to the terms of the Trust Agreement and the reservation of certain rights under this Base Lease.

**SECTION 3.3. Assignments, Subleases and Mortgages.** Except as contemplated by the Trust Agreement or permitted by the Purchase and Use Agreement, the Corporation may not (a) mortgage or otherwise encumber or assign its rights under this Base Lease, (b) lease, assign, transfer or otherwise dispose of its interest in the 2020 Real Property or the Facilities or any portion thereof or (c) remove, modify or alter the 2020 Real Property or the Facilities, without the consent of the City.

**SECTION 3.4. Rent and Other Consideration.** As and for rental hereunder and in consideration for the leasing of the 2020 Real Property to the Corporation hereunder, the Corporation agrees to pay to the City an annual amount of Base Lease Rent of One Dollar per year, and to fulfill its obligations with respect to the Facilities as provided in the Purchase and Use Agreement.

**SECTION 3.5. Taxes and Insurance.** The City shall pay and have responsibility for all taxes on and insurance of the 2020 Real Property and the Facilities. All insurance shall provide that the proceeds shall be payable to the City, the Corporation or the Trustee as their interests may appear.

**SECTION 3.6. Granting of Easements, Rights of Way, Releases and Substitutions of Property.** From time to time during the term hereof and so long as there is not an existing Event of Default under the Purchase and Use Agreement and there has not occurred an Event of Nonappropriation that has not been waived by the Corporation or the Trustee (if applicable), the Corporation, at the request of the City, may execute such instruments as are necessary to provide for the granting of easements or rights of way for road construction, utilities or in such other instances as the City certifies are not inconsistent or incompatible with the continued use of the balance of the 2020 Real Property for its intended purposes. Such instruments may include a termination of this Base Lease with respect to such portion of the 2020 Real Property as is affected thereby or an acceptance or acknowledgment of the right of the grantee of any such easement or right-of-way to continue to use such property notwithstanding the exercise of any rights or

remedies afforded to the Corporation hereunder or under the Purchase and Use Agreement. Any request from the City hereunder shall be accompanied by copies of any instruments proposed to be executed together with a certificate from the City to the effect that: (a) the continued use of the 2020 Real Property affected thereby will not be impaired or hampered thereby; (b) access to the 2020 Real Property for ingress and egress will be adequate for the purposes for which the 2020 Real Property is intended to be used; and (c) the value of the 2020 Real Property to the City will not be significantly diminished thereby.

The Corporation may also terminate this Base Lease with respect to any portion of the 2020 Real Property deemed excess or unneeded for the continued operation of the Facilities and the related facilities for the purposes for which they were designed or are then being used, and release its interest in such portion to the City, upon receipt by the Corporation of the following: (a) a plat showing the location of the Facilities and related facilities and the portion of the 2020 Real Property deemed excess or unneeded; (b) an amendment to Exhibit A hereto revising the description of the affected parcel of the 2020 Real Property; (c) a certificate from an engineer or architect stating that the remaining 2020 Real Property will be adequate for the continued operation of the Facilities and related facilities for the purpose for which they were designed or are then being used including a certification that there will be adequate access to the remaining 2020 Real Property for ingress and egress; and (d) a certification from the City that the portion of the 2020 Real Property being released from the provisions hereof is excess to or unneeded for the continued operation of the Facilities and related facilities for the purposes for which they were designed or are then being used.

[END OF ARTICLE III]

## ARTICLE IV TERMINATION

### SECTION 4.1. Termination.

(a) This Base Lease shall terminate upon the completion of the Base Lease Term; provided, however, in the event the City exercises the option to purchase the Facilities as provided in Section 9.1 of the Purchase and Use Agreement and satisfies the conditions thereof, then this Base Lease shall be considered terminated through merger of the leasehold interest with the interest of the City and, provided further, that upon any partition of the Facilities pursuant to Section 2.4 of the Purchase and Use Agreement, this Base Lease shall be terminated with respect to that portion of the 2020 Real Property (the “**City Real Property**”) relating to any City Facilities (as defined in the Purchase and Use Agreement) and the City Real Property shall no longer be subject to this Base Lease and the Corporation shall have no interest therein.

(b) The Corporation agrees, upon any termination or completion of the Base Lease Term or the exercise by the City of its option to purchase as provided in Section 9.1 of the Purchase and Use Agreement, to quit and surrender the 2020 Real Property and that all title and interest in the Facilities and the 2020 Real Property shall vest in the City free and clear of the encumbrance of this Base Lease and any other encumbrances except Permitted Encumbrances (as defined in the Purchase and Use Agreement). The Corporation agrees, upon any partition of the Facilities provided for in Section 2.4 of the Purchase and Use Agreement, to quit and surrender the City Real Property and that all title and interest in the City Facilities and the City Real Property shall vest in the City free and clear of the encumbrance of this Base Lease and any other encumbrances except Permitted Encumbrances.

If an Event of Default under the Purchase and Use Agreement occurs or if the City fails to continue the Purchase and Use Agreement for the entire term thereof for any reason, the Corporation shall have the right of possession of the portion of the 2020 Real Property (the “**Corporation Real Property**”) relating to the Corporation Facilities (as defined in the Purchase and Use Agreement) as the result of a partition as provided for in Section 2.4 of the Purchase and Use Agreement for the remainder of the Base Lease Term and shall have the right to sublease the Corporation Facilities or transfer its leasehold interest in the Corporation Real Property and in this Base Lease upon whatever terms and conditions it deems prudent; provided that the Corporation Facilities shall always be operated in compliance with all applicable governmental rules, regulations and orders. Both parties acknowledge that the City has an insurable interest in the Corporation Facilities but not in any additions, alterations, furnishings and fixtures provided in connection with the use of the Corporation Facilities by the Corporation or any person to whom the Corporation enters into a lease, license or other such agreement providing for occupancy temporary or long-term. Therefore, the City’s obligation to provide insurance and pay taxes under the provisions of Section 3.5 hereof shall be limited to the 2020 Real Property and the Facilities as they existed as of the Partition Date (as defined in the Purchase and Use Agreement) and the Corporation shall provide the City with adequate public liability and comprehensive risk insurance covering any additions, alterations, furnishings and fixtures to the Corporation Facilities acquired, constructed or installed after the Partition Date, and shall pay all taxes relating to any additions, alterations, furnishings and fixtures located therein for the remainder of the Base Lease Term and will furnish the City with evidence thereof. In the event that the Corporation shall receive a payment for the transfer of its leasehold interest or total rental payments for subleasing that are,

after the payment of the Corporation's expenses in connection therewith, including fees and expenses of the Trustee, in excess of the principal amount of the Bonds then Outstanding (as defined in the Trust Agreement) at the time of termination or default and the interest and premium, if any, due and to become due thereon (with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the City by the Corporation, its assigns or its lessee.

**SECTION 4.2. Default by the Corporation.** The City shall not have the right to exclude the Corporation from the 2020 Real Property or the Facilities or to take possession of the 2020 Real Property or the Facilities (except pursuant to the Purchase and Use Agreement) or to terminate this Base Lease prior to the termination of the Base Lease Term notwithstanding any default by the Corporation hereunder; except that if, upon exercise of the option to purchase the Corporation's entire interest in the Facilities granted to the City in Article IX of the Purchase and Use Agreement and after the payment of the purchase price specified therein and the other sums payable under the Purchase and Use Agreement, the Corporation fails to convey its interest in the Facilities to the City pursuant to said option, then the City shall have the right to terminate this Base Lease, such termination to be effective 30 days after delivery of written notice of such termination to the Corporation. However, in the event of any default by the Corporation hereunder, the City may maintain an action, if permitted in equity, for specific performance.

**SECTION 4.3. Quiet Enjoyment.** Subject to the Purchase and Use Agreement, the Corporation at all times during the term of this Base Lease shall peaceably and quietly have and enjoy the 2020 Real Property and the Facilities.

**SECTION 4.4. No Merger.** Except as expressly provided herein, no union of the interests of the City and the Corporation herein or in the Purchase and Use Agreement shall result in a merger of this Base Lease and the title to the Facilities.

**SECTION 4.5. Waiver of Personal Liability.** All liabilities under this Base Lease on the part of the Corporation are fully corporate liabilities of the Corporation as a corporation, and, to the extent permitted by law, the City hereby releases each and every incorporator, member, director and officer of the Corporation of and from any personal or individual liability under this Base Lease, including without limitation the obligation to make payment of the Base Lease Rent. No incorporator, member, director or officer of the Corporation shall at any time or under any circumstances be individually or personally liable under this Base Lease for anything done or omitted to be done by the Corporation hereunder.

**SECTION 4.6. Maintenance of Premises.** Subject to the provisions of the Purchase and Use Agreement, the Corporation covenants that it will maintain or cause to be maintained the 2020 Real Property, and will not cause, permit or suffer to be caused or permitted waste thereto. At the conclusion of the term of this Base Lease, the 2020 Real Property shall be returned to the City, together with the Facilities and any other improvements thereto, in substantially the condition thereof as of the date hereof or the date the Additional Real Property is added hereto, subject to normal wear and tear. Except as contemplated under the Purchase and Use Agreement, the Corporation shall not make or consent to any other improvements, modifications or alterations to the 2020 Real Property or the Facilities or any portion thereof, or remove any part thereof without the prior written consent of the City. Prior to an Event of Nonappropriation that has not been waived, in the event of any damage, destruction or condemnation of any of the 2020 Real Property,

the provisions of Article VII of the Purchase and Use Agreement shall be deemed to apply with respect to the 2020 Real Property in like manner as provided therein with respect to Facilities, and the net proceeds from any insurance policies, performance bonds or condemnation awards shall be applied in the same manner for the benefit of 2020 Real Property as are Net Proceeds under Section 7.2 of the Purchase and Use Agreement. After an Event of Nonappropriation that has not been waived, in the event of any damage, destruction or condemnation of any of the 2020 Real Property, the proceeds of any insurance or condemnation awards allocable to the Corporation's interest in the 2020 Real Property shall be applied as directed by the Trustee either in the manner provided in Section 7.2 of the Purchase and Use Agreement or to the retirement of all Bonds then Outstanding and the excess, if any, remaining thereafter to such use as the City may direct.

[END OF ARTICLE IV]

**ARTICLE V**  
**CONTROL OF 2020 REAL PROPERTY AND**  
**FACILITIES DURING BASE LEASE TERM**

**SECTION 5.1. Control of 2020 Real Property and Facilities During Base Lease Term.**  
Subject to the provisions of the Purchase and Use Agreement and Section 4.6 hereof, during the Base Lease Term, the Corporation shall have complete control over the 2020 Real Property and the Facilities and their operation.

[END OF ARTICLE V]

## **ARTICLE VI MISCELLANEOUS**

**SECTION 6.1. Covenants Running with the 2020 Real Property.** All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the 2020 Real Property and shall attach and bind and inure to the benefit of the City and the Corporation and their respective heirs, legal representatives, successors and assigns, except as otherwise provided herein.

**SECTION 6.2. Binding Effect.** This Base Lease shall inure to the benefit of and shall be binding upon the City, the Corporation and their respective successors and assigns.

**SECTION 6.3. Severability.** In the event any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

**SECTION 6.4. Amendment, Changes and Modifications.** This Base Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, if and to the extent required by the Trust Agreement, other than (a) to make any Additional Real Property subject to this Base Lease, or (b) as provided in Section 3.6 hereof in connection with the granting of easements, releases and substitutions.

**SECTION 6.5. Execution in Counterparts.** This Base Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

**SECTION 6.6. Applicable Law.** This Base Lease shall be governed by and construed in accordance with the laws of the State.

**SECTION 6.7. Captions.** The Section and Article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

**SECTION 6.8. Notices.** It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Base Lease to be given to or filed with the City, the Corporation, or the Trustee if the same is given or filed in the manner and at the addresses specified in the Trust Agreement.

**SECTION 6.9. Successors and Assigns.** All covenants, promises and agreements contained in this Base Lease by or on behalf of or for the benefit of the City or the Corporation, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

**SECTION 6.10. Compliance.** Notwithstanding anything in this Base Lease to the contrary, during the term of this Base Lease, neither the Corporation nor any assignee of the Corporation's interest hereunder nor any sublessee of the Corporation shall operate the Facilities for any purpose which is not in compliance with all applicable governmental rules, regulations and orders.

[END OF ARTICLE VI]



WITNESS the due execution of this Base Lease effective as of the date first above written.

**CITY OF HARSTVILLE,  
SOUTH CAROLINA**

*(SEAL)*

Witnesses

By: \_\_\_\_\_  
Daniel P. Moore, City Manager

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

Attest

\_\_\_\_\_  
Sherron L. Skipper, City Clerk

**HARTSVILLE PUBLIC FACILITIES  
CORPORATION**

*(SEAL)*

Witnesses

By: \_\_\_\_\_  
President

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

Attest

\_\_\_\_\_  
Secretary

# PROBATE

---

Notary Public for South Carolina  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

PROBATE

Notary Public for South Carolina  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE 2020 REAL PROPERTY**

**EXHIBIT B**

**FORM OF SUPPLEMENT TO BASE LEASE AGREEMENT  
(ADDITIONAL REAL PROPERTY)**

THIS SUPPLEMENT TO BASE LEASE AGREEMENT (this “**Supplement**”) dated \_\_\_\_\_, 20\_\_, by and between CITY OF HARTSVILLE, SOUTH CAROLINA, a political subdivision duly existing under the laws of the State of South Carolina, as lessor (the “**City**”), and the Hartsville Public Facilities Corporation, a South Carolina nonprofit corporation duly organized and existing under the laws of the State of South Carolina, as lessee (the “**Corporation**”).

WHEREAS, the City and the Corporation have entered into that certain Base Lease Agreement dated as of August 1, 2020 (the “**Base Lease**”), and pursuant to Section 3.1(a) thereof, enter into this Supplement for the purposes set forth herein (with all capitalized terms used in this Supplement having the meanings set forth in the Base Lease).

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

The Base Lease is hereby amended to delete Exhibit A attached thereto and replace it in its entirety with Exhibit A-1 attached hereto.

Except as amended herein, the Base Lease shall remain in full force and effect.

WITNESSES:

**CORPORATION:**

HARTSVILLE PUBLIC FACILITIES CORPORATION

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**CITY:**

CITY OF HARTSVILLE,  
SOUTH CAROLINA

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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EXHIBIT B FOR ORDINANCE 4393

**INSTALLMENT PURCHASE AND USE AGREEMENT**

**between**

**HARTSVILLE PUBLIC FACILITIES CORPORATION  
as Seller**

**and**

**CITY OF HARTSVILLE, SOUTH CAROLINA  
as Buyer**

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**\$3,080,000  
Hartsville Public Facilities Corporation  
Installment Purchase Revenue Bonds  
(City of Hartsville City Hall Refinancing)  
Series 2020**

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**Dated as of August 1, 2020**

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**All right, title and interest of Hartsville Public Facilities Corporation in this Installment Purchase and Use Agreement (with certain exceptions) have been assigned to Regions Bank, as Trustee under the Trust Agreement dated of even date herewith, and are subject to the security interest of the Trustee.**

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## INSTALLMENT PURCHASE AND USE AGREEMENT

This INSTALLMENT PURCHASE AND USE AGREEMENT dated as of August 1, 2020 (this “**Purchase and Use Agreement**”), is made and entered into by and between the HARTSVILLE PUBLIC FACILITIES CORPORATION (together with its successors and assigns, the “**Corporation**”), a South Carolina nonprofit corporation, as seller, and the CITY OF HARTSVILLE, SOUTH CAROLINA (the “**City**”), a political subdivision of the State of South Carolina (the “**State**”), as buyer.

### WITNESSETH

WHEREAS, the Corporation is a nonprofit corporation formed under the provisions of Title 33, Chapter 31, Code of Laws of South Carolina 1976, as amended; and

WHEREAS, the City is a political subdivision of the State and is authorized under the provisions of Sections 5-7-30 and 5-7-40, Code of Laws of South Carolina 1976, as amended (the “**Act**”), to enter into this Purchase and Use Agreement; and

WHEREAS, the Corporation and the City have entered into a Base Lease Agreement dated of even date herewith (the “**Base Lease**”) pursuant to which the City has conveyed the Facilities (as defined herein) to the Corporation and is leasing the 2020 Real Property (as such term is defined in the Base Lease) to the Corporation so that the Corporation, as consideration, may provide for (i) the 2020 Project, and (ii) the Refinancing (as defined in the Trust Agreement) from the proceeds of the Series 2020 Bonds (as defined herein); and

WHEREAS, the costs of the 2020 Project and the Refinancing are expected not to exceed \$3,000,000; and

WHEREAS, the Corporation shall sell the Facilities to the City pursuant to the terms of this Purchase and Use Agreement; and

WHEREAS, in order to provide funds (i) to defray the costs of (a) the 2020 Project and (b) the Refinancing, and (ii) to pay the costs of issuance of the Series 2020 Bonds, the Corporation has entered into a Trust Agreement, dated of even date herewith (the “**Trust Agreement**”), by and between the Corporation and Regions Bank, as trustee (the “**Trustee**”), and authorized the issuance of its \$3,080,000 Installment Purchase Revenue Bonds (City of Hartsville City Hall Refinancing), Series 2020 (the “**Series 2020 Bonds**”); and

WHEREAS, the City Council of the City of Hartsville (the “**City Council**”), the governing body of the City, has enacted an authorizing ordinance on July 14, 2020 (the “**Authorizing Ordinance**”), the provisions of which authorize the City to enter into an installment purchase transaction for the purpose of effecting the Refinancing, subject to the conditions set forth in the Authorizing Ordinance; and

WHEREAS, the City has agreed to make certain payments (as more particularly defined herein, the “**Installment Payments**”) for the acquisition of the Facilities, and in return the Corporation has agreed to issue the Series 2020 Bonds for the purposes set forth herein, including to defray the costs of and provide for the Refinancing, and, pending the acquisition of the Facilities

pursuant to this Purchase and Use Agreement, the City shall be entitled to the use and occupancy of the 2020 Real Property and the Facilities; and

WHEREAS, all right, title, and interest of the Corporation in this Purchase and Use Agreement (with certain exceptions) including the rights to receive Installment Payments, are being assigned by the Corporation to the Trustee under the Trust Agreement as security and a source of payment for the Series 2020 Bonds.

NOW, THEREFORE, for and in consideration of the Corporation's undertaking of the Refinancing, the undertaking of the City to pay the Installment Payments hereunder, the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Corporation and the City, intending to be legally bound, do hereby agree as follows:

## **ARTICLE I DEFINITIONS**

**SECTION 1.1. Definitions.** Capitalized terms not otherwise defined herein shall have the meanings provided therefor in the Trust Agreement or as set forth below.

**"2020 Project"** means the construction, acquisition, installation, and equipping of certain improvements to the Facilities. The 2020 Project is described at Exhibit B hereof.

**"2020 Real Property"** shall have the meaning set forth in the Base Lease. As of the date of this Purchase and Use Agreement, the **"2020 Real Property"** is as described on Exhibit A hereof.

**"Additional Bonds"** has the meaning given in the Trust Agreement.

**"Additional Facilities"** means any facilities of the City acquired, improved, renovated or constructed by the Corporation with the proceeds of Additional Bonds and made subject to this Purchase and Use Agreement by an amendment to Exhibit C hereof.

**"Additional Payments"** means that portion of the Installment Payments specified in Sections 4.1, 4.2 and 4.4 hereof as Additional Payments.

**"Additional Real Property"** means any real property in addition to the 2020 Real Property that is or will become the site of Additional Facilities and as described in a supplement to the Base Lease.

**"Available Sources"** means any legally available funds lawfully appropriated by the Council, and which may include, but is not limited to, general fund monies, or proceeds of general obligation debt or Additional Bonds.

**"Base Payments"** means that portion of the Installment Payments specified in Section 4.1 hereof as Base Payments.

**"Base Lease"** means the Base Lease Agreement dated of even date herewith, between the City and the Corporation, as it may be amended or supplemented from time to time.

**“Base Lease Rent”** has the meaning given to such term in the Base Lease.

**“Bond Fund”** means the fund of such name established pursuant to Section 5.5 of the Trust Agreement.

**“Bond Proceeds”** means the gross proceeds received from the issuance and sale of the Series 2020 Bonds.

**“City Facilities”** means that portion of the Facilities allocated to the City as the result of a partition under the provisions of Section 2.4 hereof.

**“Completion Date”** means the date on which the Corporation and the City provide the final requisition to the Trustee pursuant to Section 3.3(b) hereof.

**“Corporation Facilities”** means that portion of the Facilities allocated to the Corporation as the result of a partition under the provisions of Section 2.4 hereof.

**“Council”** means the City Council of the City, as the governing body of the City, and any successor body.

**“Environmental Laws”** means all federal, state and local laws, rules, regulations, ordinances, programs, permits, guidance, orders and consent decrees relating to health, safety and environmental matters, including, but not limited to, the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Toxic Substances Control Act, as amended, the Clean Water Act, as amended, the Clean Air Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, state and federal superfund and environmental cleanup programs and laws and U.S. Department of Transportation regulations.

**“Event of Default”** means the events set forth in Section 8.1 of this Purchase and Use Agreement.

**“Event of Nonappropriation”** means (i) the failure by the City, for any reason, to specifically budget and appropriate moneys for a Fiscal Year that may be lawfully used to pay amounts due hereunder for such Fiscal Year or (ii) the provision by a City Representative (as defined in the Trust Agreement) of written notice to the Corporation and the Trustee of the City’s intention to not appropriate funds that may be lawfully used to pay amounts due hereunder for a Fiscal Year. An Event of Nonappropriation will be deemed to occur on the earlier of the date on which the City gives notice to the Corporation and the Trustee under clause (ii) above or the July 15 following the commencement of a Fiscal Year in which a budget has been adopted which fails to appropriate amounts due hereunder for such Fiscal Year; provided, however, that an Event of Nonappropriation may be waived as provided for in Section 4.7 herein. Notwithstanding the foregoing, an Event of Nonappropriation shall be deemed not to have occurred if the City adopts an ordinance prior to June 1 of any Fiscal Year authorizing the issuance of bonds, notes or other obligations for the purpose of paying all Installment Payments due in the succeeding Fiscal Year, notice of which is delivered timely to the Trustee.

**“Facilities”** means the improvements currently existing or to be existing on the 2020 Real Property, including the 2020 Project and any fixtures, additions, modifications and substitutions

to any facilities on the 2020 Real Property and any personal property located on the 2020 Real Property financed with the proceeds of the Series 2020 Bond, as described in Exhibit C hereto.

**“Fiscal Year”** means the fiscal year of the City, currently beginning on each July 1 and ending on the succeeding June 30.

**“Force Majeure”** means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies or terrorism; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials of any civil or military authority; insurrection; riots; landslides; earthquakes; flood; fire; storms; droughts; explosion; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not within the control of the party seeking the benefit of force majeure and not due to its own negligence.

**“Hazardous Material”** means and includes any pollutant, contaminant, or hazardous, toxic or dangerous waste, substance or material (including without limitation petroleum products, asbestos-containing materials and lead), the generation, handling, storage, transportation, disposal, treatment, release, discharge or emission of which is subject to any Environmental Law.

**“Holder”** or **“Bondholder”** means the Person in whose name a Bond is registered on the Register.

**“Installment Payments”** means the payments to be paid by the City pursuant to Sections 4.1, 4.2 and 4.4 hereof.

**“Net Proceeds”** when used with respect to any proceeds from policies of insurance required hereby or any condemnation award, or proceeds from any liquidation of any part of the Facilities, means the amount remaining after deducting from the gross proceeds thereof all expenses, including, without limitation, reasonable attorney’s fees and costs, incurred in the collection of such proceeds or award.

**“Partition Consultant”** means a person, firm or corporation selected by the Trustee, who or which is experienced in public finance and in the valuation of public facilities and is not a full-time employee of the Trustee, the City or the Corporation.

**“Partition Date”** shall have the meaning given such term in Section 2.4 hereof.

**“Permitted Encumbrances”** means, as of any particular time, (i) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to the provisions of Sections 4.1 and 4.2, respectively, of this Purchase and Use Agreement; (ii) the other Security Documents; (iii) utility, access and other easements and rights-of-way, restrictions and exceptions which do not interfere with or impair the use of the 2020 Real Property or the Facilities, including rights or privileges in the nature of easements; (iv) any financing statements filed to provide notice of security interests pursuant to this Purchase and Use Agreement or the Trust Agreement; and (v) the matters described on Exhibit C hereto.

**“Project Fund”** means the fund of such name established pursuant to Section 5.2 of the Trust Agreement.

**“Purchase Option Price”** means an amount equal to the amount required to defease or otherwise discharge the Series 2020 Bonds under the Trust Agreement plus the amount of any Additional Payments which are due or accrued hereunder at the time which any purchase option hereunder is exercised.

**“Purchase Price”** means the sum of all Base Payments to be made hereunder which Purchase Price may be recalculated in the event of any prepayment of Base Payments provided for in Section 9.1 hereof.

**“Security Documents”** means this Purchase and Use Agreement, the Base Lease, the Trust Agreement, financing statements, if any, and any other instruments or documents providing security for the Holders of the Series 2020 Bonds.

**“Series 2020 Bonds”** means the \$3,080,000 Installment Purchase Revenue Bonds (City of Hartsville Public City Hall Refinancing), Series 2020 of the Hartsville Public Facilities Corporation, authorized by and secured under the Trust Agreement.

**“State”** means the State of South Carolina.

**“Waiver Period”** means the period of time commencing on the date an Event of Nonappropriation is deemed to occur and ending and including the date that is the 15th day prior to the first Bond Payment Date occurring in the fiscal year in which such Event of Nonappropriation occurs.

**SECTION 1.2. Terms Defined in the Trust Agreement.** Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trust Agreement unless the context clearly indicates to the contrary.

**SECTION 1.3. City Representations, Warranties and Covenants.** The City makes the following representations, warranties and covenants:

(a) The City is a political subdivision of the State and has full power and legal right to enter into this Purchase and Use Agreement and the Base Lease and to perform its obligations hereunder and thereunder. The City’s actions in making and performing its obligations under this Purchase and Use Agreement and the Base Lease have been duly authorized by all necessary governmental action and will not violate or conflict with any law or governmental rule or regulation, or any mortgage, agreement, instrument or other document by which the City or its properties are bound.

(b) The City is a political subdivision within the meaning of Section 103(c)(1) of the Code.

(c) The City will take such action as is necessary to assure that the 2020 Project is completed. In the event the amounts available from the Bond Proceeds appear to be insufficient for such purpose, the City will use its best efforts to provide for the payment of such costs from Available Sources.

(d) The City will take such action as is necessary to ensure that the proceeds of the Series 2020 Bonds are applied solely to pay the costs of the 2020 Project and the Refinancing.

(e) No portion of the Facilities will be used in the trade or business of a person who is not a “political subdivision” within the meaning of Section 103(c)(1) of the Code, without the written approval of Bond Counsel.

(f) There are no proceedings pending or, to the knowledge of the City, threatened against or affecting the City, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, operations, prospects or condition (financial or otherwise) of the City, or the corporate existence or powers or ability of the City to enter into and perform its obligations under this Purchase and Use Agreement and the Base Lease.

(g) The execution and delivery of this Purchase and Use Agreement and the Base Lease, and the consummation of the transactions provided for herein and therein, and compliance by the City with the provisions of this Purchase and Use Agreement and the Base Lease:

(i) are within the governmental powers and have been duly and validly authorized by all necessary governmental and other action on the part of the City; and

(ii) do not and will not conflict with or result in any material breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, loan agreement or other agreement or instrument, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the City (other than this Purchase and Use Agreement and the Base Lease) or any governmental restriction to which the City is a party or by which the City, its properties or operations may be bound or with the giving of notice or the passage of time or both would constitute such a breach or default or result in the creation or imposition of any such lien, charge or encumbrance, which breach, default, lien, charge or encumbrance could materially and adversely affect the validity or the enforceability of this Purchase and Use Agreement and the Base Lease or the City’s ability to perform fully its obligations under this Purchase and Use Agreement and the Base Lease; nor will such action result in any violation of any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the City, its properties or operations are subject.

(h) No event has occurred and no condition exists that constitutes an Event of Default or which, upon the execution and delivery of this Purchase and Use Agreement, or the passage of time or giving of notice or both, would constitute an Event of Default. The City is not in violation in any material respect, and has not received notice of any claimed material violation (except such violations as do not, and shall not, have any material adverse effect on the transactions herein contemplated and the compliance by the City with the terms hereof, or the other Security Documents), of any terms of any court order, statute, regulation, ordinance, agreement, or other instrument to which it is a party or by which it, its properties or its operations may be bound.

(i) This Purchase and Use Agreement is a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors’ rights generally and by general principles of equity; anything herein to the contrary notwithstanding, this Purchase and Use Agreement is subject in its entirety to the right of the City to terminate this Purchase and Use Agreement and all the terms and provisions hereof by failing to budget and

appropriate moneys specifically to pay Installment Payments, as provided in Sections 2.2, 4.6 and 4.7 hereof.

(j) The use and the operation of the 2020 Real Property and the Facilities in the manner contemplated will not conflict in any material respect with any zoning, water or air pollution or other ordinance, order, law, rule, or regulation applicable to the 2020 Real Property and the Facilities including, without limitation, Environmental Laws. The City will operate or will cause the Facilities to be operated in compliance with the requirements of all such laws, ordinances, rules and regulations, including, without limitation, Environmental Laws. The City further covenants and agrees to comply in all material respects with and materially conform to, or use its reasonable efforts to cause other persons whose obligation it is to so comply by contract or pursuant to law to comply in all material respects with and materially conform to, all present and future laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and every applicable governmental authority, including Environmental Laws applicable to the 2020 Real Property and the Facilities, and all covenants, restrictions and conditions now or hereafter of record which may be applicable to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the 2020 Real Property and the Facilities, including building and zoning codes and ordinances (collectively, the “**Legal Requirements**”), provided that the City shall not be in default hereunder so long as the City promptly after receiving an actual written notice of any noncompliance, files a copy thereof with the Trustee and the City commences and uses its diligent efforts to cause compliance with such Legal Requirements, as long as the failure to comply and conform does not subject the 2020 Real Property or the Facilities to any material danger of being forfeited or lost as a result thereof. The City possesses or will possess, and the City hereby agrees to maintain and obtain in the future, all necessary licenses and permits, or rights thereto, to operate the Facilities as proposed to be operated, and all such licenses, permits or other approvals required in connection with the operation of the Facilities have been duly obtained and are in full force and effect except for any such licenses, permits or other approvals that are not yet required and that will be duly obtained not later than the time required or the failure to obtain which will not materially and adversely affect the operation of the Facilities. The City covenants and agrees to do all things necessary to preserve and keep in full force and effect its franchises, rights, powers and privileges as the same relate to the Facilities.

(k) The City has approved the formation of the Corporation and of the issuance by the Corporation of the Series 2020 Bonds.

(l) The City has not terminated any lease, lease-purchase agreement or installment purchase agreement by nonappropriation.

(m) The officer of the City charged with the responsibility for formulating budget proposals shall include in the budget proposals for review and consideration by the Council in any Fiscal Year in which this Purchase and Use Agreement shall be in effect, provision for all Installment Payments required for such Fiscal Year under this Purchase and Use Agreement.

(n) To its knowledge, Hazardous Materials have not at any time been generated, used, treated, recycled, stored on, or transported to or from, or released, deposited or disposed of on the portion of the 2020 Real Property owned by it on the date hereof other than in compliance at all times with all applicable Environmental Laws.

**SECTION 1.4. Corporation Representations, Warranties and Covenants.** The Corporation makes the following representations, warranties and covenants:

(a) The Corporation is a duly organized and validly existing nonprofit corporation created under the laws of the State, has the requisite power to carry on its present and proposed activities, and has full power, right and authority to enter into this Purchase and Use Agreement, the Trust Agreement and the Base Lease and to perform each and all of the obligations of the Corporation provided therein.

(b) The Corporation has taken or caused to be taken all requisite corporate action to authorize the execution and delivery of, and the performance of its obligations under, this Purchase and Use Agreement, the Base Lease, the Trust Agreement.

(c) By proper corporate action the officers of the Corporation have been duly authorized to execute and deliver this Purchase and Use Agreement, the Base Lease and the Trust Agreement.

(d) The execution and delivery by the Corporation of this Purchase and Use Agreement, the Base Lease and the Trust Agreement and the consummation by the Corporation of the transactions contemplated hereby and thereby have not and will not conflict with or constitute a breach of or default under the Corporation's articles of incorporation or bylaws or any bond, debenture, note or other evidence of indebtedness of the Corporation, or any contract, agreement, or instrument to which the Corporation is a party or by which it is bound.

(e) Each of this Purchase and Use Agreement, the Base Lease and the Trust Agreement has been or will be duly executed and delivered by the Corporation and constitutes or will constitute a legal and valid obligation of the Corporation, enforceable against the Corporation in accordance with its terms, except as enforcement may be limited by laws affecting creditors' rights generally and except as equitable remedies may be limited by judicial discretion.

(f) There is no litigation pending and served on the Corporation that challenges the Corporation's authority to execute, deliver or perform its obligations under this Purchase and Use Agreement and the Corporation has disclosed any threatened litigation with respect to such matters of which the Corporation is aware.

(g) The Corporation is in material compliance with all applicable laws, regulations and ordinances, including, but not limited to, those applicable to the Corporation's activities in connection with this Purchase and Use Agreement.

(h) The Corporation is a South Carolina nonprofit, public benefit corporation, no part of the net income of which inures to the benefit of any private individual or organization.

(i) To defray the costs of the 2020 Project and the Refinancing, to pay Base Lease Rent and for such other purposes contemplated hereby and by the Trust Agreement, the Corporation will enter into the Trust Agreement pursuant to which it will issue the Series 2020 Bonds payable from and secured by the Installment Payments under this Purchase and Use Agreement.

[END OF ARTICLE I]



**ARTICLE II**  
**INSTALLMENT SALE OF FACILITIES; USE OF 2020 REAL PROPERTY AND**  
**FACILITIES AND TERM THEREOF**

**SECTION 2.1. Installment Sale of Facilities; Use of 2020 Real Property and Facilities;**

**Term.** The Corporation hereby agrees to sell the Facilities to the City in accordance with the provisions hereof. On the date hereof, the Corporation has a valid leasehold interest in the 2020 Real Property and holds fee title to the Facilities thereon.

Upon the payment of each payment of Base Payments from funds other than amounts constituting Bond Proceeds (including income from the investment of such amounts), title to an undivided interest in the Facilities equal to that percentage of the Purchase Price represented by such payment will transfer from the Corporation to the City without further action by either party hereto.

Any prepayment of Base Payments which is used to redeem the Series 2020 Bonds will result in a recalculation of the Purchase Price to take account of such prepayment and, upon the making of such prepayment, the City shall be credited with an undivided ownership interest in the Facilities equal to that percentage of the total Purchase Price, as adjusted, represented by the total of all Base Payments made, including the prepayment on such date.

Subject to the provisions of Article VIII hereof, the City shall have the exclusive right to occupy and use the 2020 Real Property and the Facilities during the term hereof. Subject to the provisions of Sections 2.2 and 2.3 hereof, this Purchase and Use Agreement shall be for a term beginning with the date of execution and delivery hereof, and ending on [\_\_\_\_\_ 1, 20\_\_].

During the term hereof, the City may permit use of portions of the 2020 Real Property and the Facilities subject to the following limitations: (i) the 2020 Real Property and the Facilities shall not be used in any manner that interferes with the use of such property by the City for the purposes for which it was designed or is then being used; (ii) any such agreement shall be voidable by the Trustee upon the occurrence of an Event of Default or an Event of Nonappropriation hereunder; and (iii) the City shall monitor all such use to ensure continued compliance with the provisions of the Federal Tax Certificate, if any, relating to the Series 2020 Bonds and Section 5.3 hereof.

**SECTION 2.2. Termination.** The term of this Purchase and Use Agreement shall terminate upon the earliest of any of the following events:

(a) The occurrence of an Event of Nonappropriation which is not thereafter duly waived or cured;

(b) The purchase by the City of all of the Facilities as provided in Article IX of this Purchase and Use Agreement;

(c) The occurrence of an Event of Default under and termination of this Purchase and Use Agreement by the Corporation or Trustee under Article VIII hereof; or

(d) The later of [\_\_\_\_\_ 1, 20\_\_], which date constitutes the last day of the term hereof, or such date as all Installment Payments due hereunder shall be paid in full.

Termination of the term of this Purchase and Use Agreement shall terminate all obligations of the City under this Purchase and Use Agreement, including its obligations to pay future Installment Payments, and other amounts that have not been appropriated (excluding, however, amounts payable under Section 2.3 hereof and other amounts specifically provided for herein), subject to identification as provided in Section 2.4 hereof, shall terminate the City's rights of possession under this Purchase and Use Agreement of the Corporation Facilities (except to the extent of any conveyance pursuant to Article IX of this Purchase and Use Agreement); but all other provisions of this Purchase and Use Agreement, including all obligations of the Corporation with respect to the Holders of the Bonds and the receipt and disbursement of funds and all rights and remedies of the Corporation specifically provided herein, shall be continuing until the Trust Agreement is discharged as provided therein. Notwithstanding the foregoing, termination of the term of this Purchase and Use Agreement shall not impair the City's rights as landlord or the Corporation's rights as tenant under the Base Lease, except as provided in the Base Lease.

**SECTION 2.3. Holdover Terms.** In the event the City fails to deliver possession to the Corporation of the Corporation Facilities or any part thereof pursuant to Section 2.4 hereof, the City shall be unconditionally liable for the payment of all Installment Payments, including Additional Payments, for successive six month periods with each such period commencing on the Bond Payment Date following the last due date of Base Payments hereunder until the City delivers possession of the Corporation Facilities to the Corporation. The obligations of the City under this Section 2.3 shall not in any manner constitute a pledge of the full faith, credit or taxing power of the City within the meaning of any State constitutional or statutory provision.

**SECTION 2.4. Surrender of Possession Upon Termination; Partition of Undivided Interests.** Upon the occurrence of either an Event of Default or an Event of Nonappropriation which results in termination hereof, and at the written direction of the Trustee, with advice of counsel, the City and the Corporation shall proceed to partition the Facilities so that the percentage of undivided interests in the title to the Facilities will be converted, to the extent feasible, into like percentages of title in accordance with Exhibit E hereof and the following provisions. The date upon which the Trustee gives such written direction shall be the "***Partition Date***."

Division of Facilities. Within a reasonable time after the Partition Date, the Trustee, with advice of counsel, shall propose a division of the Facilities. The Trustee, with advice of counsel shall in its sole discretion select a Partition Consultant to assist, consult with and make recommendations to the Trustee in the division of the Facilities. The Trustee and the Partition Consultant shall endeavor, to the extent practicable, to allocate the Facilities between the City and the Corporation in a fair and equitable fashion and the Partition Consultant, if selected, and upon consultation with a majority in interest of the Holders, shall propose such partition as will, in the aggregate, best protect the interests of the Holders (subject to the provisions of this Section 2.4).

Valuation of Facilities. For purposes of any partition, the Facilities are valued in the respective amounts as set forth on Exhibit E hereof and the percentage of the Facilities being purchased on an annual basis are also set forth on Exhibit E hereof, each subject to adjustment as stated on Exhibit E hereof. In allocating the Facilities to the percentage of undivided interests to be conveyed to the City or retained by the Corporation, such values and percentages as set forth on Exhibit E hereof shall be used.

Partition Report: Finality. The Partition Consultant shall make a report regarding the division of the Facilities as soon as practicable after the Partition Date. The partition report shall be final and binding upon all parties.

Partial Conveyance. In the event that portions of the Facilities are assigned to the City and the Corporation, the City and the Corporation shall be tenants in common as to the Facilities for the remaining term of the Base Lease; provided, however (i) the City shall remain liable and responsible for its liabilities, expenses and obligations with respect to any third party contracts relating to such building/facility, and (ii) all revenues due the City pursuant to any such third party contracts relating to such Facilities shall be applied first to the City's liabilities, expenses and obligations related to the Facilities thereunder (including, but not limited to, maintenance, maintenance reserves, taxes and insurance), with any remainder split between the Corporation and the City in accordance with their respective ownership interest in the Facilities. Notwithstanding the foregoing, the City shall have the option within 60 days after the partition report becomes final to purchase the Corporation's interest in such building/facility for a price equal to the value of the Corporation's interest in the Facilities in accordance with Exhibit F hereof, and upon such conveyance the Corporation shall have no further interest in the Facilities. Failing the exercise of such option, the City and Corporation shall remain tenants in common as described above.

Instruments of Conveyance. Within a reasonable time (but in no event later than 60 days) after the partition report becomes final, the City and the Corporation shall exchange deeds or other instruments vesting title to such of the Facilities as is required to effect such partition; provided, however, that any conveyance deed or other instrument made by the Corporation shall be made in the manner and subject to the conditions set forth in Section 9.2 hereof. Immediately thereafter, the City shall deliver or cause to be delivered peaceable possession of the Corporation Facilities to the Corporation, together with the related portion of the 2020 Real Property, without delay, in good repair and operating condition, excepting reasonable wear and tear.

[END OF ARTICLE II]

## **ARTICLE III USE AND DISBURSEMENT OF PROCEEDS**

### **SECTION 3.1. Issuance of Series 2020 Bonds; Effecting the Refinancing.**

(a) Upon the issuance of the Series 2020 Bonds, the Trustee will deposit the proceeds of the Series 2020 Bonds into the Project Fund and the Cost of Issuance Fund, in the amounts specified in Section 5.1 of the Trust Agreement, to be used to defray the costs of the 2020 Project, effect the Refinancing, and pay the costs of issuance of the Series 2020 Bonds.

(b) The Corporation and the City acknowledge that the City will be responsible for any and all contracts and agreements necessary or appropriate for the purchase and installation, or for any construction or installation to be performed in connection with the 2020 Project and the City shall be the agent of the Corporation for all such purposes. The City may install machinery, equipment and other tangible personal property in the Facilities and on the 2020 Real Property and all such machinery, equipment and other tangible personal property not acquired or financed with the proceeds of the Bond Proceeds will remain the sole property of the City.

**SECTION 3.2. Notices and Permits.** The Corporation shall cooperate with the City in order to give or cause to be given all notices and shall comply or cause compliance with all laws, ordinances, municipal rules and regulations and requirements of public authorities applying to or affecting the conduct of any work relating to the 2020 Project. The City will defend and save the Corporation, the Trustee and their respective members, directors, officers, agents and employees harmless from all liabilities, damages or fines due to failure to comply therewith.

### **SECTION 3.3. Disbursements from the Project Fund and the Cost of Issuance Fund.**

(a) As provided in Section 5.1 of the Trust Agreement, disbursements from the Cost of Issuance Fund shall be made to provide for payment of the costs of issuance of the Series 2020 Bonds, and disbursements from the Project Fund shall be made (i) to pay the redemption prices of the Outstanding Financings (as defined in the Trust Agreement), and (ii) for the costs of the 2020 Project as set forth in Section 5.3 of the Trust Agreement.

(b) As provided in Section 5.3(c) of the Trust Agreement, the final requisition from the Project Fund shall contain, among other things, a certification by the Corporation and the City stating that the 2020 Project has been substantially completed in accordance with the terms and conditions of this Purchase and Use Agreement and compliance in all material respects with all applicable governmental regulations. As used in this paragraph, “substantial completion” of the 2020 Project shall mean completion such that the equipment and improvements undertaken in connection therewith are in working condition notwithstanding the fact that certain minor items of work remain to be done.

(c) Upon the completion of the Refinancing and the 2020 Project, the Trustee shall apply any balance then remaining in the Project Fund in the manner provided in Section 5.4 of the Trust Agreement.

[END OF ARTICLE III]

**ARTICLE IV**  
**INSTALLMENT PAYMENTS; ASSIGNMENT TO TRUSTEE**

**SECTION 4.1. Installment Payments.**

(a) Installment Payments to Constitute a Current Expense of the City. The Corporation and the City understand and intend that the obligation of the City to pay Installment Payments hereunder shall constitute a current expense of the City and are dependent upon lawful appropriations of funds being made by the Council from Available Sources to pay Installment Payments due in each Fiscal Year hereunder, and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the Available Sources, general tax revenues, funds, moneys or credit of the City.

(b) Payment of Base Payments. Subject to an Event of Nonappropriation as described in Section 4.7 hereof, on or before the 15th day prior to each Bond Payment Date during the period this Purchase and Use Agreement is in effect, the City shall pay to the Trustee, as assignee of the Corporation, the Base Payments (exclusively from Available Sources specifically budgeted and appropriated for such purpose in lawful money of the United States of America), which payments shall be made to the Trustee as assignee of this Purchase and Use Agreement, in the amounts set forth on Exhibit D hereto; provided, that nothing herein shall constitute a pledge of the Available Sources, general tax revenues, funds, moneys or credit of the City, and payments on account thereof, if and when received by the Trustee, shall satisfy the City's obligation to make any Base Payment then due and shall constitute such Base Payment to the extent received. Each payment of the Base Payments shall be in consideration for the conveyance of title to an undivided ownership interest in the Facilities as and to the extent provided in Section 2.1 hereof. As further consideration for the receipt of the Base Payments, the City shall be entitled to the use and occupancy of all of the 2020 Real Property and the Facilities during the applicable Fiscal Year in which such payments are or will be made.

(c) Payment of Additional Payments. The City agrees to pay, subject to the provisions of Section 4.7 hereof, the following amounts as Additional Payments together with such other sums as are provided for herein:

(i) The amounts provided for in Sections 4.2 and 4.4 hereof to the parties referred to therein;

(ii) Any amounts due upon receipt of written notice from the Trustee pursuant to Section 5.5(e) of the Trust Agreement;

(iii) Within the period of time specified in Sections 5.5(e) and 5.7(i) of the Trust Agreement, the amount of moneys necessary to re-establish a subaccount of the Reserve Account at the applicable Reserve Requirement (as such term is defined in the Trust Agreement) as may be required pursuant to said Sections 5.5(e) and 5.7(i) of the Trust Agreement;

(iv) All costs and expenses incurred or to be paid by the Corporation or the Trustee, as the case may be, under the terms of this Purchase and Use Agreement or the

Trust Agreement, including, without limitation, the amounts specified in Section 4.4 hereof and amounts payable by the Corporation pursuant to or contemplated by repurchase, forward delivery or other investment agreements which are Permitted Investments under the Trust Agreement; and

(v) Amounts required to pay premiums on insurance for the 2020 Real Property or the Facilities if such amounts are not paid directly by the City to the applicable insurer.

The Corporation may, but shall be under no obligation to, advance moneys (i) to pay taxes, assessments and other governmental charges with respect to the 2020 Real Property and the Facilities, (ii) for the discharge of mechanic's and other liens relating to the 2020 Real Property and the Facilities, (iii) to obtain and maintain insurance for the 2020 Real Property and the Facilities and pay premiums therefor, and (iv) generally, to make payments and incur expenses in the event that the City fails to do so as required by this Purchase and Use Agreement or the Base Lease. As provided in Section 6.11 of the Trust Agreement, the Trustee may take any such action. Any such advances shall continue to be due as Additional Payments hereunder.

(d) Credits. The City shall be entitled to a credit against payments of Base Payments in the amount of any deposits in the Bond Fund provided for in the Trust Agreement. In addition to the credit provided in the preceding sentence, the amount payable by the City as Base Payments will be reduced by the amount of money in the applicable subaccount of the Acquisition Account (as defined in the Trust Agreement) to be credited against those payments, including without limitation accrued interest on the Series 2020 Bonds to the extent such amounts will be used to make payments on the Series 2020 Bonds. In this connection, if applicable, when amounts remaining in a subaccount of the Reserve Account equal or exceed the remainder of the applicable Base Payments due, such amounts shall be transferred to the applicable subaccount of the Acquisition Account as and when needed for payment of such Base Payments.

(e) Continuation of Term by City. The City has no reason to believe, as of the date hereof, that it will not continue making Installment Payments through the entire term of this Purchase and Use Agreement, and reasonably believes that it will pay the Installment Payments due or coming due hereunder in order to continue to use the Facilities. The City presently intends to maintain its capacity to issue general obligation debt that does not require voter approval, in amounts and at times, together with other Available Sources, sufficient to make Base Payments when due; provided, however, that the City makes no representation or warranty as to its ability to issue general obligation debt in the future. The City shall deliver notice to the Trustee within five days of receipt of a petition conforming to Section 5-17-20 of the Code of Laws of South Carolina 1976, requesting repeal of an ordinance authorizing general obligation debt.

All representations and covenants contained in this Purchase and Use Agreement are subject to the ability of the City to terminate this Purchase and Use Agreement and all obligations hereunder as provided in Section 4.7 hereof.

#### **SECTION 4.2. Installment Payments Not Subject to Reduction, Offset or Other Credits.**

(a) The City and the Corporation intend that this Purchase and Use Agreement shall yield, net, the Base Payments specified in Section 4.1 hereof during the term of this Purchase and

Use Agreement, and that all costs, expenses, liabilities and obligations of any kind and nature whatsoever including, without limitation, any ad valorem taxes or other taxes levied against holders of real or personal property, insurance premiums, utility charges and assessments and all operation, maintenance, repair and upkeep expenses relating to the 2020 Real Property and the Facilities and the use of the 2020 Real Property and the Facilities which do not constitute Base Payments, or other obligations relating to the 2020 Real Property and the Facilities which may arise or become due during the term of this Purchase and Use Agreement and which the Corporation except for this Purchase and Use Agreement or the terms of the Base Lease would ordinarily be required to pay as owner of the 2020 Real Property and the Facilities (regardless of whether the City as owner would be so required to pay) shall either be paid under the provisions of the Base Lease or be included in the Installment Payments and paid by the City as Additional Payments under this paragraph (a). The City acknowledges that, under the provisions of the Base Lease, it has retained responsibility for the payment of taxes and insurance on the 2020 Real Property and the Facilities and the property associated therewith and the obligations of the City under the Base Lease are not subject to the limitations of Section 4.6 hereof.

(b) All payments of Additional Payments referred to in Section 4.2(a) above shall be made by the City in immediately available funds on a timely basis directly to the person or entity to which such payments are owed; provided, however, subject to the terms hereof and the other Security Documents, the City shall not be required to pay, discharge or remove any tax, lien, or assessment, or any mechanic's, laborer's or materialman's lien or encumbrance, or any other imposition or charge against the 2020 Real Property and the Facilities or any part thereof, or comply with any law, ordinance, order, rule, regulation or requirement, as long as the City shall, after prior written notice to the Corporation and the Trustee, at the City's expense, contest the same or the validity thereof in good faith, by action or inaction which shall operate to prevent (i) the collection of the tax, lien, assessment, encumbrance, imposition or charge so contested, or the enforcement of such law, ordinance, order, rule, regulation or requirement, as the case may be, and (ii) the sale of the Facilities or any part thereof to satisfy the same or to enforce such compliance; provided further, that the City shall have given reasonable security as may be demanded by the Corporation, the Trustee, or both, to insure such payment and prevent any sale or forfeiture of the Facilities or any part thereof by reason of such nonpayment or noncompliance.

**SECTION 4.3. Prepayment of Installment Payments.** The City may prepay Installment Payments in whole or in part as provided in, and under the conditions prescribed under, Section 9.1 hereof, or at any time that the City so determines for the purpose of providing for the redemption of Series 2020 Bonds as provided in Section 4.1 of the Trust Agreement. The City shall notify the Trustee in writing of the dates on which the Series 2020 Bonds corresponding to any prepayment hereunder are to be redeemed or purchased (as applicable) and the amount to be so redeemed or purchased on each such date, all in accordance with the provisions of the Trust Agreement. The Trustee may request such information and reports as may be necessary to establish the sufficiency of the payments to be made at the time of such prepayment or purchase, respectively.

**SECTION 4.4. Administrative Expenses.** Subject to the provisions of Section 4.7 hereof, the City shall pay as Additional Payments (i) the periodic fees and expenses from time to time of the Trustee and any Paying Agent incurred in administering the Trust Agreement and the Series 2020 Bonds, and (ii) any expenses, including but not limited to fees for legal, financial and accounting services and costs of directors and officers insurance incurred by the Corporation or

the Trustee to compel full and punctual performance of this Purchase and Use Agreement in accordance with the terms hereof.

**SECTION 4.5. Assignment of Purchase and Use Agreement, Manner of Payment.** As security for and the source of payment of the Series 2020 Bonds, pursuant to the Trust Agreement, the Corporation has assigned to the Trustee all of its right, title and interest in and to this Purchase and Use Agreement, except for the right of the Corporation to receive indemnity against claims and payment of its fees and expenses pursuant to Sections 4.2, 4.4, and 5.5 hereof and to receive notices thereunder. The City consents and agrees to the assignment of this Purchase and Use Agreement as provided herein. The City covenants to fully perform, in timely fashion, all of its covenants, agreements and obligations under this Purchase and Use Agreement, and to make all payments required by the City under this Purchase and Use Agreement (other than payment for indemnity and fees and expenses of the Corporation) directly to the Trustee, all without set-off, defense or counterclaim by reason of any dispute which the City may have with the Corporation or the Trustee.

**SECTION 4.6. Limited and Special Obligation of City.** Upon the occurrence of an Event of Nonappropriation, this Purchase and Use Agreement may be terminated as of the end of the last Fiscal Year which is not affected by such Event of Nonappropriation, and the City shall not be obligated to pay the Installment Payments provided for in this Purchase and Use Agreement beyond the end of such Fiscal Year (except as otherwise provided herein); provided, however, that the Trustee, acting at the direction of Bondholders, may waive an Event of Default pursuant to Section 4.7(c)(ii) hereof. If this Purchase and Use Agreement is terminated under this Section 4.6 or as provided in Section 4.7 or Section 2.2, the City agrees to peaceful delivery of that portion of the Facilities to be retained by the Corporation or its assigns as provided in Section 2.4 hereof.

The obligations of the City to make Installment Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Purchase and Use Agreement. Notwithstanding any dispute involving the City and any of the Corporation, any contractor, subcontractor, or supplier of materials or labor, or any other person, the City shall make all Installment Payments when due and shall not withhold any Installment Payments pending final resolution of such dispute, nor shall the City assert any defense or right of set-off, recoupment, or counterclaim against its obligation to make such payments required under this Purchase and Use Agreement.

The City's obligation to make Installment Payments during the term of this Purchase and Use Agreement shall not be abated through accident or unforeseen circumstances. The City agrees not to suspend, reduce, abrogate, diminish, postpone, modify, discontinue, withhold, or abate any portion of the payments required pursuant to this Purchase and Use Agreement by reason of any defects, malfunctions, breakdowns, or infirmities of the 2020 Real Property or the Facilities, failure of the Corporation to complete the acquisition, construction, installation, or equipping of the 2020 Project, failure of the City to occupy or to use the Facilities as contemplated in this Purchase and Use Agreement or otherwise, any change or delay in the time of availability of the 2020 Real Property or the Facilities, any acts or circumstances which may impair or preclude the use or possession of the 2020 Real Property or the Facilities, any defect in the title, design, operation, merchantability, fitness, or condition of the 2020 Real Property or the Facilities or in the suitability of the 2020 Real Property or the Facilities for the City's purposes or needs, failure of consideration,



the invalidity of any provision of this Purchase and Use Agreement, any acts or circumstances that may constitute an eviction or constructive eviction, destruction of or damage to the 2020 Real Property or the Facilities, the taking by eminent domain of title to or the use of all or any part of the 2020 Real Property or the Facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or in the rules or regulations of any governmental authority, or any failure of the Corporation to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Purchase and Use Agreement.

Nothing contained in this section shall be construed to release the Corporation from the performance of any of the agreements on its part herein contained. In the event the Corporation should fail to perform any such agreement on its part, the City may institute such action against the Corporation as the City may deem necessary to compel performance so long as such action does not abrogate the City's obligations under this Purchase and Use Agreement. The City may, however, at its own cost and expense and in its own name or in the name of the Corporation, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its right of possession, occupancy, and use under this Purchase and Use Agreement, and in such event the Corporation hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the Corporation in any such action or proceeding if the City shall so request. It is the intention of the parties that the payments required by this Purchase and Use Agreement will be paid in full when due without any delay or diminution whatsoever, subject only to the special and limited nature of the City's obligation to pay Installment Payments hereunder as set forth above.

The obligations of the City under this Purchase and Use Agreement shall not constitute a pledge of the full faith, credit or taxing power of the City within the meaning of any State constitutional or statutory provision.

**SECTION 4.7. Event of Nonappropriation.** Upon the occurrence of an Event of Nonappropriation, the following provisions shall apply:

(a) If written notice is given by a City Representative to the Corporation and the Trustee that it will not appropriate funds from any Available Source in the next succeeding Fiscal Year for payment of Installment Payments or if an Event of Nonappropriation is otherwise deemed to have occurred, the Trustee shall as soon as practicable give written notice to the City and the Corporation stating that an Event of Nonappropriation has occurred; but any failure of the Trustee to give such written notice shall not prevent the Trustee from declaring an Event of Nonappropriation or from taking any remedial action which would otherwise be available to the Trustee.

(b) Subject to Article VIII hereof and the provisions of subsections (c) and (d) of this Section 4.7, this Purchase and Use Agreement will be terminated pursuant to Section 2.2.

(c) Subject to Article VIII hereof and the provisions of subsection (d) of this Section 4.7, the Trustee shall waive any Event of Nonappropriation if (i) such Event of Nonappropriation is cured by the City before the Waiver Period has expired, or (ii) the Trustee, acting upon the

direction of the Holders of the majority in aggregate principal amount of the Bonds then Outstanding, elects to waive such Event of Nonappropriation for any reason.

(d) Subject to Article VIII hereof and notwithstanding the provisions of subsection (c) of this Section 4.7, the Trustee shall waive any Event of Nonappropriation (but only an Event of Nonappropriation which occurs pursuant to clause (i) of the definition thereof) which is cured by (i) the City's specifically budgeting and appropriating, prior to expiration of the Waiver Period, moneys sufficient to pay Installment Payments coming due hereunder for such Fiscal Year that may be lawfully used to make such payment, or (ii) the issuance of bonds, notes or other obligations prior to the expiration of the Waiver Period, and the appropriation of the proceeds thereof, for the purpose of, and providing sufficient funds for, refunding, refinancing and discharging all Series 2020 Bonds then Outstanding.

If an Event of Nonappropriation occurs and is not waived, the City shall not be deemed to be in default under this Purchase and Use Agreement and shall not be obligated to make payment of any future Installment Payments due hereunder or any other payments provided for herein which accrue after the beginning of the Fiscal Year with respect to which there has occurred an Event of Nonappropriation; provided, the City shall continue to be liable for Installment Payments pursuant to Section 2.3 hereof.

The City, in all events, shall cooperate with the Corporation and the Trustee in making the partition required under Section 2.4 hereof and shall vacate and deliver over to the Trustee the Corporation Facilities no later than 60 days after the partition report becomes final in accordance with Section 2.4 hereof.

The Trustee shall, upon the occurrence of an Event of Nonappropriation, be entitled to all moneys then on hand and being held in all funds created under the Trust Agreement for the benefit of the Holders of the Series 2020 Bonds. After the expiration of the Fiscal Year during which an Event of Nonappropriation occurs, if such Event of Nonappropriation occurs by notice, or the July 16 following (i) the July 15 on which the City fails to specifically budget and appropriate sufficient moneys to pay the Installment Payments due hereunder, or (ii) the June 1 on which the City fails to enact an ordinance authorizing the issuance of general obligation bonds for the purpose of paying the Installment Payments due hereunder, the Trustee shall, or may, as the case may be, proceed to exercise its remedies, liquidate its interest in this Purchase and Use Agreement or lease the Corporation Facilities (after the partition and delivery thereof pursuant to Section 2.4 hereof) as provided in Section 8.2 hereof after such dates as follows: (a) on July 2 of a Fiscal Year in the event that a City Representative has provided written notice to the Corporation and the Trustee of the City's intention to not appropriate funds that may be lawfully used to pay Installment Payments due hereunder in such Fiscal Year, or (b) on July 16 of a Fiscal Year in the event that (i) the City fails by the next preceding day to specifically budget and appropriate sufficient moneys that may be lawfully used to pay Installment Payments due hereunder in such Fiscal Year, or (ii) the City did not by the preceding June 1 enact an ordinance authorizing the issuance of general obligation bonds for the purpose of and in principal amount sufficient to pay Installment Payments due hereunder in such succeeding Fiscal Year. All property, funds and rights acquired by the Trustee by reason of an Event of Nonappropriation as provided herein, less any moneys due and owing to the Trustee for services performed as Trustee, shall be held by the Trustee for the benefit of the Holders of the Bonds as set forth in the Trust Agreement.

Notwithstanding anything in this Purchase and Use Agreement to the contrary, in the event that the Trustee shall receive a payment for the transfer of its interest in this Purchase and Use Agreement, or total rental payments for leasing that are, after the payment of the Corporation's expenses in connection therewith, including attorneys' and other fees and expenses of the Trustee, and all other amounts which are payable hereunder, in excess of the principal amount of the Outstanding Series 2020 Bonds at the time of the Event of Nonappropriation and the interest due and to become due thereon (with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the City by the Trustee, its assigns or its lessee.

[END OF ARTICLE IV]

## **ARTICLE V COVENANTS OF THE CITY**

### **SECTION 5.1. Maintenance and Operation of 2020 Real Property and Facilities; Transfers.**

(a) Subject to Sections 4.6 and 4.7 herein, the City covenants and represents that during the term of this Purchase and Use Agreement, it shall, at its own cost or expense, use and maintain the 2020 Real Property and the Facilities in a sound and economical manner, in compliance with all present and future laws and governmental regulations applicable thereto, and maintain, preserve and keep the 2020 Real Property and the Facilities in good repair, working order and condition, and that it shall from time to time make or cause to be made all necessary and proper repairs and renewals so that at all times the operation of the Facilities may be properly and advantageously conducted. This covenant shall not prevent the City from discontinuing operation of the Facilities at any time.

(b) Except as otherwise provided in this Section 5.1 and Section 2.1 hereof, prior to payment of the Series 2020 Bonds in full, the City shall not sell, transfer, lease, sublease or otherwise dispose of all or any portion of the 2020 Real Property and the Facilities, or its interests under this Purchase and Use Agreement, except to another political subdivision of the State, which assumes in writing all obligations of the City under this Purchase and Use Agreement and shall enter into no such transaction without the written consent of the Trustee.

**SECTION 5.2. Liens on 2020 Real Property and the Facilities.** The City shall not create, incur or suffer to exist any lien, charge or encumbrance on the 2020 Real Property or the Facilities or its rights under this Purchase and Use Agreement other than any Permitted Encumbrance.

### **SECTION 5.3. Representations and Covenants Regarding Tax Exempt Status of Series 2020 Bonds.**

(a) Neither the Corporation nor the City shall take any action (including but not limited to any use of the Facilities) or permit any action to be taken on its behalf, or cause or permit any circumstance within its control to arise or continue, if such action or circumstance, or its expectation on the date of this Purchase and Use Agreement would cause the interest paid on the Series 2020 Bonds to be includable in the gross income of the recipients thereof for federal income tax purposes.

(b) The City covenants to the Corporation, the Trustee and the Holders of the Series 2020 Bonds that, notwithstanding any other provision of this Purchase and Use Agreement or any other instrument, it will neither make nor cause to be made any investment or other use of the proceeds of the Series 2020 Bonds or amounts on deposit in any of the funds or accounts held under the Trust Agreement or under any other document related to the Series 2020 Bonds which would cause the Series 2020 Bonds to be an “arbitrage bond” under Section 148 of the Code and the regulations thereunder, and that it will comply with the requirements of such Section and regulations throughout the term of the Series 2020 Bonds.

(c) The City shall take all actions necessary on its part to enable compliance with the rebate provisions of Section 148(f) of the Code in order to preserve the federal income tax status

of payments of interest with respect to any Series 2020 Bonds. The City shall ensure that the Corporation retains a consultant experienced in the calculation and determination of rebate payments and liability under Section 148(f) of the Code to provide the reports required under any Federal Tax Certificate.

(d) The City will accept title to the Facilities upon the discharge of the Series 2020 Bonds.

#### **SECTION 5.4. Reports and Opinions; Inspections.**

(a) The City shall deliver to the Trustee and the Corporation, within 90 days after the end of each Fiscal Year, upon which either party may conclusively rely, a certificate stating that no Event of Default under this Purchase and Use Agreement has occurred and is continuing and that the 2020 Real Property and the Facilities are being used in accordance with the terms of this Purchase and Use Agreement.

(b) The City shall permit the Corporation and the Trustee to examine, visit and inspect, at any reasonable time, the 2020 Real Property and the Facilities, and any accounts, books and records, including its receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and to supply such reports and information as the Trustee may reasonably require.

**SECTION 5.5. Immunity of Corporation and Trustee.** In the exercise of the powers of the Corporation and the Trustee and their members, directors, officers, employees and agents under the Trust Agreement or this Purchase and Use Agreement including (without limiting the foregoing) the application of moneys and the investment of funds, neither the Corporation nor the Trustee shall be accountable to the City for any action taken or omitted with respect to the Facilities or this Purchase and Use Agreement by either of them or their members, directors, officers, employees and agents in good faith and believed by it or them to be authorized or within the discretion or rights or powers conferred under this Purchase and Use Agreement. The Corporation and the Trustee and their members, officers, employees and agents shall be protected in its or their acting upon any paper or documents believed by it or them to be genuine, and it or they may conclusively rely upon the advice of counsel and may (but need not) require further evidence of any fact or matter before taking any action. No recourse shall be had by the City for any claims based on the Trust Agreement or this Purchase and Use Agreement against any member, director, officer, employee or agent of the Corporation or the Trustee alleging personal liability on the part of such person.

**SECTION 5.6. Compliance with Laws.** With respect to the 2020 Real Property and the Facilities and any additions, alterations, or improvements thereto, the City will at all times comply with all applicable requirements of federal and state laws and with all applicable lawful requirements of any agency, board, or commission created under the laws of the State or of any other duly constituted public authority; provided, however, that the City shall be deemed in compliance with this Section 5.6 so long as it is contesting in good faith any such requirement by appropriate legal proceedings.

**SECTION 5.7. Insurance and Condemnation Proceeds.** The City shall not make any disposition nor direct the disposition of insurance or condemnation payments with respect to the

2020 Real Property or the Facilities in excess of \$250,000 without the prior written consent of the Trustee except as may be required by the terms hereof or of the other Security Documents or of any Permitted Encumbrances existing on the date hereof.

**SECTION 5.8. Filing of Budget with Trustee.** During the term of this Purchase and Use Agreement, the City shall file with the Trustee, within 15 days after the beginning of each Fiscal Year, a copy of the annual budget of the City for that Fiscal Year, together with a certificate of a City Representative stating that the budget provides for the payment of all amounts due under this Purchase and Use Agreement during such Fiscal Year, or not.

**SECTION 5.9. Alterations of the 2020 Real Property and the Facilities; Removals.** The City, in its discretion and at its expense, may remodel or make such additions, modifications and improvements to the Facilities as it may deem to be desirable; provided, that no such additions, modifications or improvements shall adversely affect the structural integrity or strength of, or materially interfere with the use and operations of, the 2020 Real Property and the Facilities.

In this connection, the City may remove any items of personal property constituting a part of the Facilities financed by a source of funds other than the proceeds of the Series 2020 Bonds, provided that such removal of the personal property shall not materially diminish the value of the Facilities or materially impair the operation thereof.

In the case of any removal as provided above or any removal of City property not constituting Facilities, the City shall repair any damage resulting from such removal.

**SECTION 5.10. Continuing Disclosure.** The City covenants to provide the information required by Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (“**15c2-12**”), as an Obligated Person (as defined in 15c2-12) in compliance with the provisions of the Continuing Disclosure Undertaking attached hereto as Exhibit F (the “**Disclosure Undertaking**”), if applicable. If the City is obligated to comply with the Disclosure Undertaking pursuant to 15c2-12, then in the event of a failure by the City or any dissemination agent appointed thereby to comply with any provisions of the Disclosure Undertaking, the rights of the Holders of the Series 2020 Bonds to enforce the provisions of the Disclosure Undertaking shall be limited solely to a right, by action in mandamus or specific performance, to compel performance of the parties’ obligations under the Disclosure Undertaking.

Any failure by a party to perform in accordance with the Disclosure Undertaking shall not constitute a default on the Series 2020 Bonds or under any other document relating to the Series 2020 Bonds, and all rights and remedies shall be limited to those expressly stated in the Disclosure Undertaking.

[END OF ARTICLE V]

## **ARTICLE VI INSURANCE**

### **SECTION 6.1. Types of Insurance and Coverage Requirements.**

(a) The City shall, commencing with the date that any items of personal property comprising the Facilities are delivered, or in the event that progress payments are to be made to the manufacturer thereof prior to the date of such delivery, commencing with the date of this Purchase and Use Agreement, and upon completion of any construction, reconstruction, renovation or remodeling incidental to the completion and installation of the Facilities, on all such improvements to the 2020 Real Property and the Facilities, maintain all-risk fire, extended coverage, vandalism, and malicious mischief insurance on the 2020 Real Property and the Facilities, with such deductible provisions as are acceptable to the Corporation. Such insurance shall name the Corporation and the Trustee as additional insureds or loss payees, as their interests may appear, be maintained for the term of this Purchase and Use Agreement and each policy shall be in an amount equal to the replacement value of the Facilities.

(b) The City shall, to the extent required by law or good business practice, maintain for the term of this Purchase and Use Agreement, general liability insurance, worker's compensation insurance, disability insurance, and any other form of insurance, covering loss resulting from injury, sickness, disability or death of employees in amounts at least equal to those carried by institutions of similar size and nature.

[(c) The City shall maintain, for the term of this Purchase and Use Agreement, general liability insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from the death or bodily injury of persons or damage to the property of others caused by accident or occurrence (including contractual liability endorsement), with limits of not less than \$\_\_\_\_\_ per occurrence and not less than \$\_\_\_\_\_ in the aggregate for claims made in any one year on account of injury of any one person, and \$\_\_\_\_\_ for property damage per occurrence with an aggregate property damage limitation of not less than \$\_\_\_\_\_, excluding liability imposed upon the City by any applicable worker's compensation law. Such insurance shall name the Corporation and the Trustee as additional insureds or loss payees, as their interests may appear, to the extent practicable.]

(d) All policies of insurance required hereunder shall be written by the South Carolina Municipal Association's SC Insurance and Risk Financing Fund, the South Carolina Insurance Reserve Fund, or companies rated not lower than "A" by A. M. Best Company or in one of the two highest rating categories by S&P or Moody's, in each case qualified to do business in the State and each policy shall provide at least 30 days prior written notice to the Corporation and the Trustee before such policy is canceled. The City may provide any part or all of the insurance required hereby under the terms of a policy insuring other facilities or risks or any "blanket" policy. The City covenants that it will take all action, or cause the same to be taken, which may be necessary to enable recovery under the aforesaid insurance policies.

(e) All policies of insurance required hereby shall be open to inspection by the Corporation, the Trustee at all reasonable times. Certificates of insurance describing such policies shall be furnished by the City to the Corporation when such policies are required to be obtained by this Section 6.1 and at least ten days prior to the expiration of each of such policies. The City

shall certify that it is in compliance with the provisions hereof at or prior to the execution and delivery of this Purchase and Use Agreement. If any change shall be made in such insurance as to either amount or type of coverage, a description and notice of such change shall be furnished immediately to the Corporation and the Trustee by the City or it shall cause the same to be so furnished. In the event that the City fails to maintain any insurance as provided in this Section, the Trustee may, upon such notice to the City as is reasonable under the circumstances, procure and maintain such insurance at the expense of the City (reimbursable as provided hereinbefore), but the Trustee shall not be under an obligation to do so.

**SECTION 6.2. Self-Insurance Approval.** If, at the time of execution of this Purchase and Use Agreement, the City self-insures or at any time hereafter desires to self-insure to the extent permitted by law, the entry into such self-insurance program shall require the written approval of the Corporation.

[END OF ARTICLE VI]



**ARTICLE VII**  
**DAMAGE, DESTRUCTION AND**  
**CONDEMNATION; USE OF NET PROCEEDS**

**SECTION 7.1. Damage, Destruction and Condemnation.** If, during the term of this Purchase and Use Agreement, (i) the Facilities or any portion thereof shall be destroyed (in whole or in part), or be damaged by fire or other casualty, or (ii) title to, or the temporary or permanent use of, the 2020 Real Property, the Facilities or any portion thereof or the estate of the City or the Corporation in the 2020 Real Property, the Facilities or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, or (iii) a material defect in construction or installation of the Facilities or any portion thereof shall become apparent, or (iv) title to or the use of all or any portion of the 2020 Real Property or the Facilities shall be lost by reason of a defect in title thereto, then the City shall be obligated, subject to the provisions of Sections 4.6 and 4.7 hereof, to continue to pay the amounts specified as Installment Payments under this Purchase and Use Agreement.

**SECTION 7.2. Obligation to Repair or Replace the Facilities.** The City, the Corporation and the Trustee shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards made available by reason of any occurrence described in Section 7.1 hereof, to be deposited as provided in Sections 3.5 or 3.6 hereof, as the case may be, hereof prior to the Completion Date or, after the Completion Date, in a separate trust fund designated as the "Net Proceeds Fund" which the Trustee is hereby directed to establish in such event. All Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of the 2020 Real Property and the Facilities by the City upon receipt of requisitions by the Trustee signed by an authorized official of the City stating with respect to each payment to be made: (i) the requisition number; (ii) the name and address of the person, firm or corporation to whom payment is due; (iii) the amount to be paid; and (iv) that each obligation mentioned therein has been properly incurred, is properly payable from the Net Proceeds held in the separate trust fund and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. In carrying out any of the provisions of this Section 7.2, the City shall have all power and authority granted under Article III of this Purchase and Use Agreement; and the Trustee shall cooperate with the City in the administration of such fund and shall not unreasonably withhold its approval of requisitions required by this Section 7.2. The balance of any such Net Proceeds remaining after such repair, restoration, modification, improvement or replacement has been completed shall be applied to any lawful and authorized purpose of the City as directed in writing by the City. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be included as part of the Facilities under this Purchase and Use Agreement and the Trust Agreement.

If the Net Proceeds (plus any amounts withheld from such Net Proceeds by reason of any deductible clause) shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the 2020 Real Property or the Facilities, the City shall be responsible for the completion of the work and the payment of any cost in excess of the amount of the Net Proceeds, subject to the availability of such moneys, if any, as shall be then appropriated and budgeted and legally available or otherwise legally available to the City and legally applicable to the completion of the 2020 Project. In this connection, the City agrees that, if

by reason of any such insufficiency of the Net Proceeds, the City shall make any payments pursuant to the provisions of this paragraph, the City shall not be entitled to any reimbursement therefor from the Trustee or the Holders of the Series 2020 Bonds, nor shall the City be entitled to any diminution of any Installment Payments payable under this Purchase and Use Agreement.

**SECTION 7.3. Cooperation of the Parties.** The Corporation, the City and the Trustee shall cooperate fully with each other in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 7.1 of this Purchase and Use Agreement, in making the Net Proceeds available in accordance with Section 7.2 hereof and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the 2020 Real Property, the Facilities or any portion thereof and in the enforcement of all warranties relating to the 2020 Real Property or the Facilities. The Corporation hereby designates the City as its agent for the purpose of making collections under such policies, such amounts to be held in trust and applied in accordance herewith. In no event shall the Corporation voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding with respect to the 2020 Real Property, the Facilities or any portion thereof without the written consent of the City and the Trustee.

[END OF ARTICLE VII]

## **ARTICLE VIII DEFAULTS AND REMEDIES**

**SECTION 8.1. Events of Default.** Each of the following events is hereby defined as, and declared to be and shall constitute, an “Event of Default”:

(a) failure by the City to make any payment required to be made pursuant to Section 4.1(b) hereof within five days after the same is due (provided, however, that any such failure by reason of an Event of Nonappropriation shall not result in an Event of Default under this provision); or

(b) failure by the City to timely comply with the provisions of Section 2.4 hereof relating to partition and vacating of Facilities at the times required; or

(c) failure by the City to make any payment required to be made pursuant to Section 4.1(c), 4.2 or 4.4 hereof or under the provisions of the Base Lease within ten days after the same is due, except by reason of an Event of Nonappropriation; or

(d) failure by the City to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Purchase and Use Agreement for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the City by the Trustee; or

(e) if any of the representations and warranties of the City hereunder shall prove to be false or misleading in any material respect as of the date such representations and warranties were made; or

(f) the failure by the City promptly to stay or lift any execution, garnishment or attachment of such consequence as will, in the judgment of the Trustee, materially impair its ability to carry out its obligations under this Purchase and Use Agreement (provided that the City shall not be in default so long as it is diligently prosecuting a bona fide appeal from any such execution, garnishment or attachment); or

(g) if the City shall (i) apply for or consent to the appointment of a receiver, trustee, or the like of the City or of property of the City, or (ii) admit in writing the inability of the City to pay its debts generally as they become due, or (iii) make a general assignment for the benefit of creditors, or (iv) be adjudicated a bankrupt or insolvent, or (v) commence a voluntary case under the United States Bankruptcy Code or file a voluntary petition seeking reorganization, an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency law or (vi) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the United States Bankruptcy Code.

The foregoing provisions of this Section 8.1 are subject to the following provision: If, by reason of Force Majeure, the City shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations on the part of the City contained in Articles IV and VI of this Purchase and Use Agreement, the City shall not be deemed in default during the continuance of such inability. The City agrees, however, to remedy, as promptly as legally and reasonably possible, the cause or causes preventing the City from carrying out its agreement,

provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the City.

**SECTION 8.2. Remedies.** Whenever any Event of Default referred to in Section 8.1 of this Purchase and Use Agreement shall have happened and be continuing, the Corporation (with written notice promptly given to the Trustee) and the Trustee shall terminate the term of this Purchase and Use Agreement and shall give notice to the City to vacate the Corporation Facilities no later than 60 days after the partition report becomes final in accordance with Section 2.4 hereof. Whenever an Event of Nonappropriation shall be deemed to occur, the term of this Purchase and Use Agreement shall terminate pursuant to Section 2.2(a) and the City shall vacate and deliver over to the Trustee possession of the Corporation Facilities by the time specified in the third paragraph of Section 4.7(d) hereof.

Subject to the terms of the Base Lease, the Trustee may also (i) take whatever action at law or in equity which may appear necessary or desirable to enforce its rights in and to the Facilities under this Purchase and Use Agreement or any of the other Security Documents, subject, however, to the limitations set forth herein, and (ii) exercise all the rights and remedies of a secured party under the South Carolina Uniform Commercial Code with respect to any security interests subject thereto.

In addition, the Trustee shall, at the direction of the Holders of the majority in aggregate principal amount of the Bonds then Outstanding, without any further demand or notice, and subject to the terms of the Base Lease, take one or both of the following additional remedial steps:

- (i) The Trustee may liquidate its interest in this Purchase and Use Agreement or sell or assign its interest in the Base Lease; or
- (ii) The Trustee may relet or assign its rights to the Corporation Facilities under such terms and conditions as it deems appropriate for the benefit of the Holders of the Bonds.

Notwithstanding anything in this Purchase and Use Agreement to the contrary, (1) in the event of a termination of the City's interest in any portion of the Facilities and subsequent thereto the Trustee shall receive a payment for the transfer of its interest in this Purchase and Use Agreement or total rental payments for leasing that are, after the payment of the Corporation's expenses in connection therewith, including fees and expenses of the Trustee, in excess of the principal amount of the Bonds Outstanding at the time of the Event of Default or Event of Nonappropriation and the interest due and to become due thereon (with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the City by the Trustee, its assigns or its lessee and (2) the Trustee shall not be permitted to sell, lease or otherwise dispose of any interest in the Corporation Facilities following an Event of Nonappropriation until the Waiver Period has expired, unless such action is expressly subject to the rights of the Corporation, Trustee or the City, as the case may be, to waive such Event of Nonappropriation.

**SECTION 8.3. Limitations on Remedies.** A judgment requiring a payment of money may be entered against the City by reason of an Event of Default or Event of Nonappropriation only as to the City's liabilities described in Section 10.1 of this Purchase and Use Agreement.

**SECTION 8.4. Cumulative Rights.** No remedy conferred upon or reserved to the Corporation or the Trustee by this Purchase and Use Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Purchase and Use Agreement or now or hereafter existing at law or in equity or by statute. No waiver by the Corporation or the Trustee of any breach by the City of any of its obligations, agreements or covenants hereunder shall be deemed a waiver of any subsequent breach, or a waiver of any other obligation, agreement or covenant, and no delay or failure by the Corporation or the Trustee to exercise any right or power shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised by the Corporation or the Trustee from time to time and as often as may be deemed expedient.

**SECTION 8.5. Discontinuance of Proceedings.** In case the Corporation or the Trustee shall have proceeded to enforce any right under this Purchase and Use Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Corporation or the Trustee, then and in every such case the City, the Corporation and the Trustee shall be restored respectively to their several positions and rights hereunder and all rights, remedies and powers of the City, the Corporation and the Trustee shall continue as though no such proceeding had been taken.

[END OF ARTICLE VIII]

## ARTICLE IX CONVEYANCE OF THE FACILITIES

**SECTION 9.1. Optional Purchase of the Facilities.** (a) Purchase in Full. The City is hereby granted the option to terminate this Purchase and Use Agreement and to purchase the Corporation's interest in the Facilities not theretofore acquired by the City at any time upon payment by the City of the then applicable Purchase Option Price; provided, however, that no such termination shall relieve the City from its obligation to pay administrative expenses as provided in Section 4.4 hereof until the Series 2020 Bonds has been fully discharged and the Trust Agreement terminated. The City shall notify the Corporation and the Trustee of its intention to exercise this option, on or before the 45th day preceding the date of such purchase, and shall provide funds for such prepayment or such other assurance thereof as may be acceptable to the Trustee. Upon the payment of the Purchase Option Price, the Corporation shall transfer and convey all its remaining interest in the Facilities to the City in the manner provided in Section 9.2 hereof.

(b) Partial Prepayment of Installment Payments and Purchase. The City is also granted the option to prepay Installment Payments on the due date of any Base Payments hereunder for the purpose of having such prepayments credited towards the purchase price of the Facilities. The City shall notify the Corporation and the Trustee of its intention to exercise this option, on or before the 45th day preceding the date of such prepayment, and shall provide funds for such prepayment or such other assurance thereof as may be acceptable to the Trustee.

**SECTION 9.2. Manner of Conveyance.** (a) Complete Conveyance. At the closing of any purchase or other conveyance of all of the Facilities pursuant to Section 9.1 of this Purchase and Use Agreement, or at the conclusion of the term hereof by the payment of all amounts due hereunder, the Corporation and the Trustee shall execute and deliver to the City all necessary documents assigning, transferring and conveying all interest to the Facilities by an instrument terminating the Base Lease and this Purchase and Use Agreement and quit claim or special warranty deed, as the case may be, in the form as mutually agreed to by the Trustee, the Corporation and the City, subject to the following:

(i) Permitted Encumbrances, other than this Purchase and Use Agreement and the Trust Agreement;

(ii) all liens, encumbrances and restrictions created or suffered to exist by the Corporation and the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement or arising as a result of any action taken or permitted to be taken by the Corporation or the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement; and

(iii) any lien or encumbrance created by action or inaction of or consented to by the City.

(b) Partial Conveyance Resulting from Partition. Upon any conveyance under Section 2.4 hereof, the Corporation and the Trustee shall execute and deliver to the City all necessary documents assigning, transferring and conveying all interest in the City Facilities by an instrument terminating the Base Lease and this Purchase and Use Agreement with respect to the City Facilities

and quit claim or special warranty deed, as the case may be, in the form as mutually agreed to by the Trustee, the Corporation and the City, subject to the following:

(i) Permitted Encumbrances, other than this Purchase and Use Agreement and the Trust Agreement;

(ii) all liens, encumbrances and restrictions created or suffered to exist by the Corporation and the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement or arising as a result of any action taken or permitted to be taken by the Corporation or the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement; and

(iii) any lien or encumbrance created by action or inaction of or consented to by the City.

Neither the Trustee nor the Corporation shall be responsible for the recordation of any deed or other instrument for such purposes.

(c) Partial Conveyance Resulting from Prepayment. Any conveyance resulting from a partial prepayment under Section 9.1(b) hereof shall be made in the manner as all other conveyances with respect to payments on each Bond Payment Date.

[END OF ARTICLE IX]

## **ARTICLE X MISCELLANEOUS**

### **SECTION 10.1. Limitation of Liability of the Corporation and the City.**

Notwithstanding any other provision of this Purchase and Use Agreement, in the event of any default, including an Event of Default as to the City, by either the Corporation or the City hereunder or under the Trust Agreement, any liability of the Corporation or the City shall be enforceable only out of its respective interest in the Base Lease and under this Purchase and Use Agreement and the moneys to be paid by the City through the later of the end of the Fiscal Year as to which Base Payments have been appropriated for or the conclusion of any holdover term as provided in Section 2.3 hereof, and there shall be no recourse for any claim based on this Purchase and Use Agreement, the Trust Agreement or the Bonds, against any other property of the Corporation or the City or against any officer or employee, past, present or future, of the Corporation or the City or any successor body as such, either directly or through the Corporation or the City or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, and the liability of the Corporation and the City shall be limited to its interests in the Base Lease and interests under this Purchase and Use Agreement and the moneys to be paid by the City hereunder through the later of the end of the Fiscal Year as to which Base Payments have been appropriated therefor or the conclusion of any holdover term as provided in Section 2.3 hereof, and the lien of any judgment shall be restricted thereto, and there shall be no other recourse by the City against the Corporation or the Corporation against the City or any of the property now or hereafter owned by it or either of them.

**SECTION 10.2. Surrender of Possession Upon Termination.** Upon termination hereof or upon termination of all rights of the City hereunder, either by reason of an Event of Default or an Event of Nonappropriation, the City covenants that it will deliver or cause to be delivered peaceable possession of such of the Facilities as are determined under Section 2.4 hereof to be Corporation Facilities together with the related portion of the 2020 Real Property without delay, upon demand made by the Corporation or the Trustee, in good repair and operating condition, excepting reasonable wear and tear and damage, injury or destruction by fire or other casualty which, under the terms hereof, shall not have been repaired, reconstructed or replaced.

**SECTION 10.3. Notices.** Notices hereunder shall be given to the addresses shown below or to such other address as shall be filed in writing with the parties hereto as follows:

If to the City:

City of Hartsville, South Carolina  
Attn: City Manager  
P.O. Drawer 2497  
Hartsville, SC 29551



If to the Corporation:

Hartsville Public Facilities Corporation  
Attn: President  
100 East Carolina Avenue  
Hartsville, SC 29550  
(with copy to the City as described above)

If to the Trustee:

Regions Bank  
1180 West Peachtree Street, Suite 1200  
Atlanta, Georgia 30309  
Attention: Corporate Trust Department

Duplicate copies of each notice, request, complaint, demand or other instrument or document given hereunder by the Corporation, the City or the Trustee to one or more of the others also shall be given to the others. The foregoing parties may designate, by notice given hereunder, any further or different addresses to which any subsequent notice, request, complaint, demand or other instrument or document shall be sent.

**SECTION 10.4. Assignments.** Except as expressly provided in the Trust Agreement and the provisions of Section 4.5 hereof, this Purchase and Use Agreement may not be assigned by either of the parties hereto without the written consent of the other party hereto and the written consent of the Trustee. Except as provided in Section 8.2 hereof and the provisions of Articles VI and VII of the Trust Agreement, the Trustee shall not be permitted to further assign its interest in this Purchase and Use Agreement. Any assignment in contravention hereof shall be void.

**SECTION 10.5. Severability.** In case any provision of this Purchase and Use Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, by any court or administrative body of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and this Purchase and Use Agreement shall be construed as if such provision had never been contained herein.

**SECTION 10.6. Amendments.** The City and the Corporation may, with the prior consent of the Trustee pursuant to Section 11.1 of the Trust Agreement, but without the consent of the Holders of any Bonds, enter into any amendments hereto at any time for any of the following purposes:

- (a) To cure any ambiguity, defect or omission herein or in any amendment hereto; or
- (b) To grant to or confer upon the Corporation any additional rights, remedies, powers, authority or security that lawfully may be granted to or conferred upon it; or
- (c) To add to the covenants and agreements of the City herein contained, or to surrender any right or power herein reserved to or conferred upon the City; or

(d) To increase the Base Payments hereunder to enable the City to proceed to acquire and install additional assets in addition to the Facilities or modify the Base Payments hereunder in connection with the issuance of Additional Bonds under the Trust Agreement or the redemption, refunding or defeasance of a series of Bonds; or

(e) To reflect a change in applicable law; or

(f) To make any amendments required by [S&P] as a condition to rating the Bonds.

The City and the Corporation may, with notice to but without the prior consent of the Trustee, and without the consent of the Holder of any Bond, enter into any amendments hereto at any time and from time to time (i) in connection with the issuance of the Series 2020 Bonds, (ii) to add Additional Real Property to the description in Exhibit A hereto, consistent with amendments made pursuant to Section 3.1 of the Base Lease, (iii) to release property from the description of the 2020 Real Property described in Exhibit A hereto, consistent with a termination of the Base Lease pursuant to Section 3.6 of the Base Lease, or (iv) to revise the description of Permitted Encumbrances specified in Exhibit C hereto in connection with the foregoing amendments.

Notwithstanding anything herein to the contrary, the parties hereto may execute such supplement to this Purchase and Use Agreement as may be necessary or desirable (with the advice of Bond Counsel) to correct the legal description of the 2020 Real Property in connection with such an amendment to the Base Lease and cause such supplement or a short form and summary thereof to be recorded in appropriate official records.

All other amendments must be approved, if and to the extent required by the Trust Agreement, by the Trustee and the Holders of the Bonds.

All amendments hereto or to the Exhibits to this Purchase and Use Agreement shall require an opinion of Bond Counsel to the effect that such amendment is permitted hereunder and under the laws of the State and will not adversely affect the exclusion from gross income for federal income tax purposes of the interest evidenced by or paid on the Bonds.

**SECTION 10.7. Successors and Assigns.** All covenants, promises and agreements contained in this Purchase and Use Agreement by or on behalf of or for the benefit of the City or the Corporation, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

**SECTION 10.8. Applicable Law.** This Purchase and Use Agreement shall be governed by, and interpreted under, the laws of the State.

**SECTION 10.9. Recordation.** At the option of the Corporation this Purchase and Use Agreement or a short form and summary hereof may be recorded in appropriate official records.

[END OF ARTICLE X – SIGNATURE PAGES FOLLOW]

WITNESS the due execution of this Purchase and Use Agreement effective as of the day and the year first mentioned above.

**CITY OF HARTSVILLE,  
SOUTH CAROLINA**

*(SEAL)*

Witnesses

By: \_\_\_\_\_  
Daniel P. Moore, City Manager

\_\_\_\_\_

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Sherron L. Skipper, City Clerk

**HARTSVILLE PUBLIC FACILITIES  
CORPORATION**

*(SEAL)*

Witnesses

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

By: \_\_\_\_\_  
President

Attest

\_\_\_\_\_  
Secretary

PROBATE

Witness

STATE OF SOUTH CAROLINA       )  
  )  
COUNTY OF DARLINGTON       )       PROBATE

Witness

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**EXHIBIT A**

**LEGAL DESCRIPTION OF THE 2020 REAL PROPERTY**

## **EXHIBIT B**

### **DESCRIPTION OF FACILITIES**

The City Hall of the City, including the 2020 Project, located at 100 East Carolina Avenue, Hartsville, South Carolina (TMS Nos. 056-06-02-037 & 056-06-02041)

The historic pavilion at Lawton Park, located at 716 Prestwood Drive, Hartsville, South Carolina (TMS No. 055-14-01-037)

For the avoidance of doubt, the Facilities will not include property, vehicles and equipment purchased by the City from a funding source other than the proceeds of the Series 2020 Bonds.

## **EXHIBIT C**

### **PERMITTED ENCUMBRANCES**

1. Base Lease Agreement from City of Hartsville to Hartsville Public Facilities Corporation dated \_\_\_\_\_, 201\_, and recorded on \_\_\_\_\_, 201\_, in the Darlington County Register of Deeds Office in Book \_\_\_\_\_, page \_\_\_\_\_.
2. Installment Purchase and Use Agreement between Hartsville Public Facilities Corporation and the City of Hartsville, South Carolina dated \_\_\_\_\_, 201\_, and recorded on \_\_\_\_\_, 201\_, in the Darlington County Register of Deeds Office in Book \_\_\_\_\_, page \_\_\_\_\_.
3. UCC-1 Financing Statement with Addendum reflecting Hartsville Public Facilities Corporation as debtor and Regions Bank as secured party recorded on \_\_\_\_\_, 201\_, in the Darlington County Register of Deeds Office in Book \_\_\_\_\_, page \_\_\_\_\_.
4. Any encroachment, encumbrances, violations, variations, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.



## EXHIBIT D

### BASE PAYMENTS SCHEDULE

<u>Base Payment Date (May 15)</u>	<u>Base Payment Amount</u>
2021	\$
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	

## EXHIBIT E

### VALUATION OF FACILITIES\*

Facilities	Assigned Value as of Date of Execution and
	<u>Delivery of Agreement*</u>
	\$

Payment <u>Date</u>	Base Payments Allocated to <u>Purchase Price</u>	Percentage of Facilities <u>Purchased*</u>
6/1/2021		
6/1/2022		
6/1/2023		
6/1/2024		
6/1/2025		
6/1/2026		
6/1/2027		
6/1/2028		
6/1/2029		
6/1/2030		

[\* After any Interest Reset Date, the assigned values of the Facilities and the percentages thereof being purchased shall be recalculated based upon any adjustment to Base Payments.]

**EXHIBIT F**  
**FORM OF CONTINUING DISCLOSURE UNDERTAKING**

## DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated \_\_\_\_\_, 2020, is executed and delivered by the City of Hartsville, South Carolina (the “City”) 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 assist the City in processing 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”). Pursuant to the Installment Purchase and Use Agreement (the “Purchase and Use Agreement”) dated \_\_\_\_\_, 2020, by and between the City and the Hartsville Public Facilities Corporation (the “Issuer”), the City has covenanted to provide the information required by the Rule (as defined herein) as an Obligated Person (as defined in the Rule) in connection with the issuance of the Issuer’s Installment Purchase Revenue Bonds (City of Hartsville City Hall Refinancing), Series 2020 (the “Bonds”).

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 City or the Issuer or anyone on the City’s or 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. DAC is not a “Municipal Advisor” as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

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) hereof, 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 containing Annual Financial Information described in and consistent with Section 3 of this Disclosure Agreement.

“Audited Financial Statements” means the annual financial statements of the City 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)(B) 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 City 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 City pursuant to Section 9 hereof.

“Disclosure Representative” means the Finance Director, or her designee, or such other person as the City 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 City’s failure to file an Annual Report on or before the Annual Filing Date.

“Financial obligation” as used in this Disclosure Agreement is defined in the Rule as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“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, or any successor thereto, 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 City, 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 City and the Issuer in connection with the Bonds, as listed on Exhibit 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)(10) 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 City 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 180 days after the end of each fiscal year of the City, commencing with the fiscal year ending June 30, 2020. 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 City 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 to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B, which may be 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 the 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 City irrevocably directs the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, which may be 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 City are prepared but not available prior to the Annual Filing Date, the City shall, when the Audited Financial Statements are available, provide at such time 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) hereof with the MSRB;
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) hereof with the MSRB;
- (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) hereof with the MSRB, identifying the Notice Event as instructed by the City pursuant to Section 4(a) or 4(b)(ii) hereof (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;”
  15. “Appointment of a successor or additional trustee, or the change of name of a trustee, if material;”
  16. “Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material;” and
  17. “Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.”
- (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) hereof with the MSRB, identifying the Voluntary Event Disclosure as instructed by the City 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;” other than those communications included in the Rule;”

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;” and
  10. “other event-based disclosures;”
- (vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) hereof with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the City 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. “timing of annual disclosure (180 days);”
  3. “change in fiscal year/timing of annual disclosure;”
  4. “change in accounting standard;”
  5. “interim/additional financial information/operating data;”
  6. “budget;”
  7. “investment/debt/financial policy;”
  8. “information provided to rating agency, credit/liquidity provider or other third party;”
  9. “consultant reports;” and
  10. “other financial/operating data.”
- (viii) provide the City 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 City 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 10:00 a.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 City, including the information provided in the Official Statement as follows:

- (i) The financial statements of the City for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 2(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
- (ii) Financial and operating data for the fiscal year then ended, to the extent such information is not included in the City's audited financial statements filed pursuant to clause (1) above, which shall be generally consistent with the tabular information (or other information, as otherwise noted below) contained in the Official Statement under the following headings/subheadings: [Insert disclosure items]

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 City 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 City will clearly identify each such document so incorporated by reference.

If the Annual Financial Information contains modified modified operating data or financial information different from the Annual Financial Information agreed to in this Agreement related to the Bonds, the City 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:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements reflecting financial difficulties;
- v. Substitution of credit or liquidity providers, or their failure to perform;
- vi. 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;
- vii. Modifications to rights of Bond holders, if material;

- viii. Bond calls, if material, and tender offers;
- ix. Defeasances;
- x. Release, substitution, or sale of property securing repayment of the Bonds, if material;
- xi. Rating changes;
- xii. 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)(xii) 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.

- xiii. 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;
- xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- xv. Incurrence of a financial obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of an Obligated Person, any of which affect security holders, if material; and
- xvi. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of an Obligated Person, any of which reflect financial difficulties.

The City shall, in a timely manner not later than nine (9) 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 City desires to make, contain the written authorization of the City for the Disclosure Dissemination Agent to disseminate such information, and identify the date the City 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 City 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 City determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that either (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 City desires to make, contain the written authorization of the City for the Disclosure Dissemination Agent to disseminate such information, and identify the date the City 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 City 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 may 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. The City will provide the Disclosure Dissemination Agent with the CUSIP numbers for (i) new bonds at such time as they are issued or become subject to the Rule and (ii) any Bonds to which new CUSIP numbers are assigned in substitution for the CUSIP numbers previously assigned to such Bonds.

SECTION 6. Additional Disclosure Obligations. The City 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 City, 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 City 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 City 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 City desires to make, contain the written authorization of the City for the Disclosure Dissemination Agent to disseminate such information, and identify the date the City desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the City 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 may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The City 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 City desires to make, contain the written authorization of the City for the Disclosure Dissemination Agent to disseminate such information, and identify the date the City desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the City as prescribed in this Section 7(b) hereof 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 may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

The parties hereto acknowledge that the City 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.

Nothing in this Disclosure Agreement shall be deemed to prevent the City 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 City 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 City 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 City 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 City 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 City has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The City 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 City or DAC, the City 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 City shall remain liable to the Disclosure Dissemination Agent 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 City.

SECTION 10. Remedies in Event of Default. In the event of a failure of the City 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 City 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 City and shall not be deemed to be acting in any fiduciary capacity for the City, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the City'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 City has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the City at all times.

The obligations of the City 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 City.

(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 City 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 City 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 City 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 City. No such amendment shall become effective if the City 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 City, 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 South Carolina (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 City have caused this 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 HARTSVILLE, SOUTH CAROLINA, as City

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**NAME AND CUSIP NUMBERS OF BONDS**

Name of Issuer:	Hartville Public Facilities Corporation
Obligated Person(s):	City of Hartsville, South Carolina
Name of Bond Issue:	\$_____ Installment Purchase Revenue Bonds (City of Hartsville City Hall Refinancing) Series 2020
Date of Issuance:	_____, 2020
Date of Official Statement	_____, 2020
CUSIP Numbers:	_____

**EXHIBIT B**

**NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: Hartville Public Facilities Corporation  
Obligated Person(s): City of Hartsville, South Carolina  
Name of Bond Issue: \$\_\_\_\_\_ Installment Purchase Revenue Bonds (City of Hartsville City Hall  
Refinancing) Series 2020  
Date of Issuance: \_\_\_\_\_, 2020  
Date(s) of Disclosure Agreement: \_\_\_\_\_, 2020  
CUSIP Numbers: \_\_\_\_\_

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement between the City and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The City 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 City

\_\_\_\_\_

cc:

**EXHIBIT C-1  
EVENT NOTICE COVER SHEET**

This cover sheet and accompanying "event notice" may 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;"
15. \_\_\_\_\_ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"
16. \_\_\_\_\_ "Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material;" and
17. \_\_\_\_\_ "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties."

\_\_\_\_ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the City or its agent to distribute this information publicly.

Signature:

\_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Digital Assurance Certification, L.L.C.  
315 E. Robinson Street  
Suite 300  
Orlando, FL 32801  
407-515-1100

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



**EXHIBIT C-2**  
**VOLUNTARY EVENT DISCLOSURE COVER SHEET**

This cover sheet and accompanying “voluntary event disclosure” may be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of \_\_\_\_\_, 2020 between the City 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;” and
- 10. \_\_\_\_\_ “other event-based disclosures.”

I hereby represent that I am authorized by the City or its agent to distribute this information publicly.

Signature:

\_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Digital Assurance Certification, L.L.C.  
315 E. Robinson Street  
Suite 300  
Orlando, FL 32801  
407-515-1100

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

**EXHIBIT C-3**  
**VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET**

This cover sheet and accompanying “voluntary financial disclosure” may be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of \_\_\_\_\_, 2020, between the City 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 City or its agent to distribute this information publicly.

Signature:

\_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Digital Assurance Certification, L.L.C.  
315 E. Robinson Street  
Suite 300  
Orlando, FL 32801  
407-515-1100

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

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**TRUST AGREEMENT**

**between**

**HARTSVILLE PUBLIC FACILITIES CORPORATION**

**and**

**REGIONS BANK,  
as Trustee**

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**\$3,080,000**  
**Hartsville Public Facilities Corporation**  
**Installment Purchase Revenue Bonds (City of Hartsville City Hall Refinancing)**  
**Series 2020**

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**Dated as of August 1, 2020**

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## TRUST AGREEMENT

This TRUST AGREEMENT dated as of August 1, 2020 (this “*Trust Agreement*”) is made by and between the HARTSVILLE PUBLIC FACILITIES CORPORATION (the “*Corporation*”), a South Carolina nonprofit corporation, and REGIONS BANK, an Alabama banking corporation, as trustee (the “*Trustee*”).

### PREAMBLES

#### WITNESSETH:

WHEREAS, the City of Hartsville, South Carolina (the “*City*”) is simultaneously herewith entering into a Base Lease Agreement dated of even date herewith (the “*Base Lease*”) with the Corporation, pursuant to which the City is leasing to the Corporation certain real property (excluding any and all improvements thereon) as more particularly described in Exhibit A to the Base Lease, as such Exhibit A may be amended from time to time (the “*2020 Real Property*”), and is conveying the Facilities (as defined in the hereinafter defined Purchase and Use Agreement) located on the 2020 Real Property, to the Corporation in consideration for the Corporation undertaking the refinancing of the Outstanding Financings (as defined herein) from the proceeds of the \$3,080,000 Installment Purchase Revenue Bonds (City of Hartsville City Hall Refinancing), Series 2020 (the “*Series 2020 Bonds*”); and

WHEREAS, the Facilities consist of (i) the City Hall of the City housing the administrative department and functions of the City and (ii) the City’s Historic Pavilion at Lawton Park, which provides certain recreational opportunities within the City; and

WHEREAS, the Corporation is simultaneously herewith entering into an Installment Purchase and Use Agreement dated of even date herewith (the “*Purchase and Use Agreement*”) with the City pursuant to which, subject to Section 3.1(b) of the Purchase and Use Agreement, the Corporation has agreed to make, construct, or acquire certain improvements to the Facilities comprising the 2020 Project (as defined herein), and the City has agreed to purchase the Facilities from the Corporation under the provisions of the Purchase and Use Agreement in consideration for which the City will be entitled to occupy the Facilities in accordance with the terms of the Purchase and Use Agreement; and

WHEREAS, pursuant to the terms of this Trust Agreement, the Corporation intends to issue the Series 2020 Bonds in order to provide funds (i) to defray the costs of certain information technology upgrades to the City Council Chambers which constitute a portion of the Facilities (the “*2020 Project*”); (ii) to defray the costs of refinancing the City’s (a) originally issued \$1,224,500 General Obligation Bond, Series 2012, dated June 29, 2012 (the “*Series 2012 GO Bond*”), currently outstanding in the principal amount of \$\_\_\_\_\_, on \_\_\_\_\_, 20\_\_\_; (b) originally issued \$3,665,000 Special Obligation Bond Series 2012, dated June 29, 2012, currently outstanding in the principal amount of \$\_\_\_\_\_, on \_\_\_\_\_, 20\_\_\_ (the “*2012 Special*”

**Obligation Bond**)<sup>1</sup>; (c) originally issued \$350,419 Lease-Purchase Financing, dated May 26, 2017, currently outstanding in the principal amount of \$\_\_\_\_\_, on \_\_\_\_\_, 20\_\_; (d) originally issued \$545,632 Lease-Purchase Financing, dated May 26, 2017, currently outstanding in the principal amount of \$\_\_\_\_\_, on \_\_\_\_\_, 20\_\_; (e) originally issued \$850,000 Lease-Purchase Financing, dated May 25, 2018, currently outstanding in the principal amount of \$\_\_\_\_\_, on \_\_\_\_\_, 20\_\_; and (f) originally issued \$329,504 Lease-Purchase Financing, dated September 10, 2019, currently outstanding in the principal amount of \$\_\_\_\_\_, on \_\_\_\_\_, 20\_\_ (collectively, the “**Outstanding Financings**”), and (iii) to pay the costs of issuance thereof; and

WHEREAS, proceeds of the Series 2012 GO Bond and the 2012 Special Obligation Bond were used by the City to defray the costs of acquisition and renovation of the Facilities and certain other capital projects of the City.

WHEREAS, the Corporation desires to enter into this Trust Agreement in order to prescribe the terms and conditions of the Series 2020 Bonds and the security therefor and to provide for the issuance of one or more series of Additional Bonds (as defined herein) (the Additional Bonds together with the Series 2020 Bonds, are referred to herein as the “Bonds”) to be secured under the terms hereof on a parity with the Series 2020 Bonds, and the Corporation and the Trustee are each authorized to execute and deliver this Trust Agreement and to do or cause to be done all acts provided or required herein to be performed on their respective parts; and

WHEREAS, the Bonds are and will be secured by this Trust Agreement, and the Corporation and the Trustee are each authorized to execute and deliver this Trust Agreement and to do or cause to be done all acts provided or required herein to be performed on their respective parts; and

WHEREAS, as the source of payment and security for the Bonds, the rights of the Corporation (except for the hereinafter defined Reserved Rights) under the Purchase and Use Agreement, including certain of the payments to be made by the City thereunder, are being assigned to the Trustee hereunder; and

WHEREAS, the Trustee has accepted the trusts created by this Trust Agreement, and in evidence thereof has joined in the execution hereof;

NOW, THEREFORE, THIS TRUST AGREEMENT WITNESSETH, that to secure the payment of the principal of, premium, if any, and interest on the Bonds, to secure the performance and observance of all the covenants, agreements, obligations and conditions contained therein and herein; and to declare the terms and conditions upon and subject to which the Bonds are and are intended to be executed, delivered, held, secured and enforced; and in consideration of the premises and the acceptance by the Trustee of the trusts created herein and of the purchase and acceptance of the Bonds by the Holders thereof, and for other good and valuable consideration, the receipt of which is acknowledged, the Corporation has executed and delivered this Trust Agreement and absolutely assigns hereby and grants a security interest herein to the Trustee, and

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<sup>1</sup> The proceeds of the 2012 Special Obligation Bond were used to effect the redemption that certain Loan Agreement by and between the City and Branch Banking and Trust Company dated March 30, 2007 (the “2007 Loan”) and the proceeds of the 2007 were used to finance certain improvements constituting the Facilities.



its successors in trust and assigns, all of the following described collateral, whether presently owned or subsequently acquired by the Corporation (the “Trust Estate”):

## **GRANTING CLAUSES**

### **Granting Clause First**

All right, title and interest of the Corporation in the Revenues (as defined herein), including, without limitation, all Installment Payments (as defined in the Purchase and Use Agreement) and other amounts receivable by or on behalf of the Corporation under the Purchase and Use Agreement; subject to certain reserved rights described in Sections 4.2, 4.4, 4.5 and 5.5 of the Purchase and Use Agreement, as described and referenced in Section 4.5 thereof (the “Reserved Rights”).

### **Granting Clause Second**

All of the Corporation’s right, title, and interest in and to the Facilities, the Purchase and Use Agreement (except for the Reserved Rights), the Base Lease and the property rights evidenced thereby in the 2020 Real Property, and in the Facilities, including all of the right, title, and interest of the Corporation in and to (a) the rents, issues, profits, revenues, income, receipts, moneys, royalties, rights, and benefits of and from the 2020 Real Property, and from and in connection with the Corporation’s ownership of the Facilities, [including title insurance thereto,] without limiting the generality of the foregoing, rents and revenues under any and all leases of the 2020 Real Property or the Facilities or any agreement for the operation or management of the 2020 Real Property or the Facilities, and (b) all leases of all or part of the Facilities or the 2020 Real Property hereafter made, executed, or delivered, whether oral or written, together with any and all renewals, extensions, and modifications thereof and any guarantees of the lessees’ obligations thereof and any and all tenant contracts, rental agreements, franchise agreements, management contracts, construction contracts, and other contracts, licenses, and permits now or hereafter affecting the Facilities, the 2020 Real Property or any part thereof.

### **Granting Clause Third**

All of the Corporation’s rights with respect to any insurance or condemnation proceeds with respect to the Facilities, the 2020 Real Property or any portion thereof and the proceeds of any other collateral granted hereunder or assigned hereby as security for the Bonds.

### **Granting Clause Fourth**

All moneys and investments in the funds and accounts created pursuant to this Trust Agreement (except such funds or accounts as may be created exclusively for the payment of arbitrage rebate related to the Bonds) and all income thereon.

TO HAVE AND TO HOLD unto the Trustee and its successors in trust and its and their assigns forever;

BUT IN TRUST, NEVERTHELESS, and subject to the provisions hereof, and subject to the Bonds provided for herein and the Purchase and Use Agreement, except as provided otherwise

herein, for the equal and proportionate benefit, security and protection of all present and future Holders of the Bonds executed and delivered under and secured by this Trust Agreement; for the enforcement of the payment of Installment Payments by the City when payable, according to the true intent and meaning thereof and of this Trust Agreement (including without limitation the payment of fees and expenses of the Trustee); and to secure the performance and observance of, and compliance with the covenants, agreements, obligations, terms and conditions of, this Trust Agreement, in each case, without preference, priority or distinction, as to lien or otherwise, of any one Bond over any other Bond by reason of series designation, number, date of the Bond or of authorization, sale, execution, delivery or maturity thereof, or otherwise, so that each of the Bonds shall have the same right, lien and privilege under this Trust Agreement as all other Bonds and shall be secured equally and ratably hereby, it being intended that the lien and security of this Trust Agreement shall take effect from the date hereof, without regard to the date of the actual execution, delivery, sale or disposition of the Bonds as though upon that date all of the Bonds were actually executed, sold and delivered to purchasers for value; *provided, however*, that the amounts on deposit in the subaccounts, if any, of the Acquisition Account (defined herein) and Reserve Account (defined herein) established for a particular series of Bonds shall be available solely for the benefit of such series (and for no other series) of Bonds; and *provided, further*, that (i) if the principal of the Bonds and premium, if any, and the interest due or to become due with respect thereto shall be well and truly paid, at the times and in the manner to which reference is made in the Bonds, according to the true intent and meaning thereof; and (ii) if all of the covenants, agreements, obligations, terms and conditions of the Corporation under this Trust Agreement shall have been kept, performed and observed and there shall have been paid to the Trustee, as such and as the Paying Agent (as defined herein), all sums of money due or to become due to it in accordance with the terms and provisions hereof, *then*, this Trust Agreement and the rights assigned hereby shall cease, determine and be void with respect to the Bonds, except as provided in Section 9.2 hereof with respect to the survival of certain provisions hereof; otherwise, this Trust Agreement shall be and remain in full force and effect.

It is declared that all Bonds executed and delivered hereunder and secured hereby are to be executed, authenticated and delivered, and that all property assigned hereby is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, obligations, trusts, uses and purposes provided in this Trust Agreement. The Corporation and the Trustee have each agreed and covenanted, and agree and covenant with each other and with each and all Holders, as follows:

## **ARTICLE I - DEFINITIONS**

### **SECTION 1.1. DEFINITIONS.**

Terms used herein without other definition shall have the meanings provided therefor in the Purchase and Use Agreement unless the context or use clearly indicates another meaning or intent. In addition, the following words and terms shall have the meanings set forth below unless the context or use clearly indicates another meaning or intent:

**“2020 Real Property”** shall have the meaning set forth in the Base Lease.

**“2020 Project”** shall have the meaning set forth in the Preambles hereto.

**“Acquisition Account”** means the account of such name within the Bond Fund established pursuant to Section 5.5 hereof.

**“Additional Ancillary Projects”** means improvements acquired, developed and constructed with proceeds of Additional Bonds, but not made subject to the Base Lease or the Purchase and Use Agreement.

**“Additional Bonds”** means any Bonds issued pursuant to this Trust Agreement after the issuance of the Series 2020 Bonds and secured by the Trust Estate on a parity with the Series 2020 Bonds, if the Series 2020 Bonds are then Outstanding, under the terms of this Trust Agreement.

**“Additional Facilities”** means any facilities of the City acquired, constructed or improved by the Corporation with the proceeds of Additional Bonds or other moneys and made subject to the Purchase and Use Agreement and the Base Lease.

**“Additional Payments”** shall have the meaning set forth in the Purchase and Use Agreement.

**“Additional Real Property”** means any real property in addition to the 2020 Real Property that is or will become the site of Additional Facilities.

**“Administrative Fee”** means any program or other similar fees (including but not limited to annual facilities review fees) any other fees and expenses of the Corporation or the Trustee (including legal fees and expenses), in each case in connection with the Bonds, this Trust Agreement, the Purchase and Use Agreement or the Base Lease.

**“Authorized Financial Representative”** means such person designated by the City as being authorized to act as the Corporation’s agent to provide directions with respect to the investment or reinvestment of amounts held by the Trustee in funds and accounts established under this Trust Agreement, which designation shall be evidenced by a written certificate or letter signed by the Mayor or the City Manager delivered to the Trustee and may be revoked, rescinded or replaced by a similar certificate or letter at any time.

**“Base Lease”** means the Base Lease Agreement dated of even date herewith, between the City and the Corporation, as it may be amended and supplemented from time to time.

**“Base Payments”** shall have the meaning set forth in the Purchase and Use Agreement.

**“Beneficial Owner”** means any purchaser who acquires a beneficial ownership interest in a Bond held by the Securities Depository. In determining any Beneficial Owner, the City, the Corporation, the Trustee and the Paying Agent may rely exclusively upon written representations made and information given to the City, the Corporation, the Trustee and the Paying Agent, as the case may be, by the Securities Depository or its Participants with respect to any Bond held by the Securities Depository or its Participants in which a beneficial ownership interest is claimed.

**“Bond”** or **“Bonds”** means the Series 2020 Bonds and any Additional Bonds issued and secured under the terms hereof.

**“Bond Counsel”** means a firm of nationally recognized bond counsel experienced in matters relating to the issuance of obligations of states or political subdivisions thereof.

**“Bond Fund”** means the Bond Fund established pursuant to Section 5.5 hereof.

**“Bond Insurer”** means the issuer of the Insurance Policy issued in connection with any Bonds.

**“Bond Payment Date”** means any Interest Payment Date or Principal Payment Date.

**“Book-Entry Form”** or **“Book-Entry System”** means with respect to the Bonds, a form or system, as applicable, under which (i) the ownership of beneficial interests in the Bonds may be transferred only through a book-entry and (ii) physical Bonds in fully registered form are registered only in the name of a Securities Depository or its nominee as Holder, with the physical Bonds “immobilized” in the custody of the Securities Depository. The book-entry maintained by the Securities Depository is the record that identifies the owners of participatory interests in the Bonds, when subject to the Book-Entry System.

**“Business Day”** shall mean any day of the week other than Saturday, Sunday or a day which shall be in the State or the state in which the principal office of the Trustee is located a legal holiday or a day on which banking corporations are authorized or obligated by law or executive order to close or a day on which the New York Stock Exchange is closed.

**“City”** means the City of Hartsville, South Carolina.

**“City Representative”** means the person or persons at the time designated to act on behalf of the City in matters relating to the Base Lease, the Purchase and Use Agreement or this Trust Agreement as evidenced by a written certificate furnished to the Corporation and the Trustee containing the specimen signature of such person or persons and signed on behalf of the City by the Mayor or Mayor Pro Tem of the City or the City Manager. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the City Representative.

**“Code”** means the Internal Revenue Code of 1986, as amended from time to time, or any successor internal revenue laws of the United States enacted by the Congress of the United States in replacement thereof. References to the Code and sections of the Code include relevant applicable regulations, temporary regulations and proposed regulations thereunder and any successor provisions to those sections, regulations, temporary regulations or proposed regulations.

**“Corporation”** means the Hartsville Public Facilities Corporation, a South Carolina nonprofit corporation, and its successors and assigns.

**“Corporation Representative”** means the person or persons at the time designated to act on behalf of the Corporation in matters relating to the Base Lease, the Purchase and Use Agreement and this Trust Agreement as evidenced by a written certificate furnished to the City and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Corporation by its President or any Vice President. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Corporation Representative.

“**Council**” means the City Council of the City, as the governing body of the City, and any successor body.

“**Counsel**” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the City or the Corporation.

“**Defeasance Obligations**” means (a) cash; or (b) non-callable: (i) Government Obligations; (ii) evidences of ownership of a proportionate interest in specified Government Obligations, which Government Obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian; and (iii) non-callable, U.S. Treasury Securities – State and Local Government Series Securities.

“**Event of Default**” means an Event of Default under Section 7.1 hereof.

“**Event of Nonappropriation**” shall have the meaning set forth in the Purchase and Use Agreement.

“**Extraordinary Services**” and “**Extraordinary Expenses**” means all services rendered and all expenses incurred by the Trustee (including attorneys’ fees and costs) under this Trust Agreement, other than Ordinary Services and Ordinary Expenses.

“**Facilities**” shall have the meaning set forth in the Purchase and Use Agreement.

“**Favorable Opinion of Bond Counsel**” means, with respect to any requested action under this Trust Agreement, an opinion of Bond Counsel, addressed to the Corporation, the Trustee and the City, to the effect that such action is (1) authorized or permitted under this Trust Agreement and (2) will not impair the exclusion of interest on Bonds issued as tax-exempt obligations from gross income for purposes of federal income taxation or the exemption of interest on Bonds issued as obligations the interest on which is intended to be exempt from State personal income taxation under the laws of the State (subject to customary exceptions).

“**Federal Tax Certificate**” means the Federal Tax Certificate dated the date of the initial delivery of the Series 2020 Bonds of the City and the Corporation.

“**Fiscal Year**” shall have the meaning set forth in the Purchase and Use Agreement.

“**Government Obligations**” means (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America are pledged; (b) obligations, the payment of the principal (if any), or the interest (if any) on which is fully guaranteed as a full faith and credit obligation of the United States of America; and (c) obligations issued by the Federal Home Loan Bank and/or the Federal National Mortgage Association as permitted by Section 6-5-10(a)(2) of the South Carolina Code, as amended.

“**Holder**” or “**Holder of a Bond**” or “**Bondholder**” means the Person in whose name a Bond is registered on the Register.

***“Installment Payments”*** means the amounts required to be paid to the Corporation by the City pursuant to Sections 4.1, 4.2 and 4.4 of the Purchase and Use Agreement.

***“Insurance Policy”*** means the financial guaranty insurance policy (if any) issued by the Bond Insurer insuring the scheduled payment of principal of and interest on any Bonds.

***“Interest Payment Date”*** means June 1 and December 1 of each year, beginning December 1, 2020, while there are any unpaid or Outstanding Bonds.

***“Moody’s”*** means Moody’s Investors Service Inc., or its successors or assigns.

***“Ordinary Services”*** and ***“Ordinary Expenses”*** means those services normally rendered, and those expenses normally incurred, by a trustee, registrar or paying agent under instruments similar to this Trust Agreement.

***“Outstanding”*** or ***“outstanding,”*** when used with reference to the Bonds, means, as of the applicable date, all the Bonds which have been executed and delivered, or which are being delivered by the Trustee under this Trust Agreement, except:

(a) Bonds cancelled upon surrender, exchange or transfer, or cancelled because of payment or redemption on or prior to that date;

(b) Bonds, or the portions thereof, for the payment, redemption or purchase for cancellation of which sufficient money has been deposited and credited with the Trustee pursuant to the provisions of this Trust Agreement on or prior to that date for that purpose (whether upon or prior to the maturity date of those Bonds);

(c) Bonds or the portion thereof, which are deemed to have been paid and discharged or caused to have been paid and discharged pursuant to the provisions of this Trust Agreement; and

(d) Bonds in lieu of which others have been executed and delivered under Section 3.12 of this Trust Agreement.

***“Outstanding Financings”*** shall have the meaning set forth in the Preambles hereto.

***“Participant”*** means any bank, brokerage house or other financial institution for whom, from time to time, the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository.

***“Paying Agent”*** means the Trustee acting in that capacity.

***“Permitted Investments”*** means shall mean, within the limitations set forth herein, any investments now or hereafter permitted under Section 6-5-10 of the South Carolina Code, or any successor or similar statute, and shall also include the South Carolina Pooled Investment Fund established at Sections 6-6-10 to 6-6-40 of the South Carolina Code or any successor or similar statute permitted by the Holders.

“**Person**” or words importing “**persons**” means firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

“**Principal Office**” used with respect to the Trustee in its capacity as Trustee or Paying Agent, means the principal office of the Trustee, located in Atlanta, Georgia, at which the Trustee conducts corporate trust business.

“**Principal Payment Date**” means June 1 of each year, beginning June 1, 2021, while there are any unpaid or Outstanding Bonds.

“**Project Fund**” means the Project Fund established pursuant to Section 5.2 hereof.

“**Purchase and Use Agreement**” means the Installment Purchase and Use Agreement dated of even date herewith, between the Corporation, as seller, and the City, as buyer, as the same may be amended and supplemented from time to time.

“**Purchase Option Price**” shall have the meaning set forth in the Purchase and Use Agreement.

“**Record Date**” means either a Regular Record Date or a Special Record Date as the case may be.

“**Refinancing**” shall mean the refinancing of the Outstanding Financings.

“**Register**” means the books kept and maintained by the Trustee for registration and transfer of Bonds pursuant to Section 3.13 hereof.

“**Regular Record Date**” means, with respect to any Bond, the fifteenth day next preceding a Bond Payment Date applicable to such Bond.

“**Reserve Account**” means the account of such name within the Bond Fund established pursuant to Section 5.5 hereof.

“**Reserve Requirement**” means, with respect to a series of Additional Bonds, such reserve requirement set forth in the Supplemental Agreement authorizing the issuance of such series of Additional Bonds.

“**Reserve Surety**” shall have the meaning set forth in Section 5.5(g) hereof.

“**Reserved Rights**” means the Issuer’s rights pursuant to Sections 4.2, 4.4 and 5.5 of the Purchase and Use Agreement, to receive indemnification and other payments and its right to receive certain notices thereunder.

“**Revenues**” means, with respect to the Bonds, (i) the Installment Payments under the Purchase and Use Agreement, (ii) all other moneys received or to be received by the Trustee under the Purchase and Use Agreement from the lease, sale or other disposition of the Facilities or the 2020 Real Property, (iii) any monies and investments in the Bond Fund (including the Acquisition

Account and the Reserve Account), and (iv) all income and profit from the investment of the foregoing moneys.

“**S&P**” means Standard & Poor’s Global Ratings, a division of S&P Global, Inc., or its successors or assigns.

“**Securities Depository**” means any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the Bonds, and to effect transfers of the Bonds, in Book-Entry Form, and includes and means, initially, The Depository Trust Company (a limited purpose trust company), New York, New York.

“**Securities Depository Nominee**” shall mean, with respect to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name the Bonds shall be registered on the Register during the time such Bonds are held under a Book-Entry System through such Securities Depository.

“**Series 2020 Bonds**” mean the \$3,080,000 Installment Purchase Revenue Bonds (City of Hartsville City Hall Refinancing), Series 2020, of the Corporation, dated the date of their delivery, and authorized by and secured under this Trust Agreement.

“**Special Record Date**” means, with respect to any Bond, the date established by the Trustee in connection with the payment of overdue interest on that Bond pursuant to Section 3.5 hereof.

“**South Carolina Code**” shall mean the Code of Laws of South Carolina 1976, as from time to time amended.

“**State**” means the State of South Carolina.

“**Supplemental Agreement**” means any agreement supplemental to this Trust Agreement entered into between the Corporation and the Trustee in accordance with Article VIII hereof.

“**Trust Agreement**” means this Trust Agreement dated \_\_\_\_\_, 2020 by and between the Corporation and the Trustee, as the same may be supplemented and amended from time to time by any Supplemental Agreement.

“**Trust Estate**” means the Trust Estate described in the Granting Clauses hereto.

“**Trustee**” means Regions Bank, an Alabama banking corporation, or any successor Trustee that may become the Trustee pursuant to the applicable provisions of this Trust Agreement.

## SECTION 1.2. INTERPRETATION.

Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the South Carolina Code, or to any statute of the United States of America,



includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this paragraph, if it constitutes in any way an impairment of the rights or obligations of the City, the Corporation, the Holders, or the Trustee under this Trust Agreement, the Bonds, the Base Lease, the Purchase and Use Agreement or any other instrument or document entered into in connection with any of the foregoing, including without limitation, any alteration of the obligation to pay principal, premium, if any, or interest on the Bonds in the amount and manner, at the times, and from the sources provided in this Trust Agreement, except as permitted herein.

Unless the context indicates otherwise, words implying the singular number include the plural number, and vice versa. The terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” “hereinafter” and similar terms refer to this Trust Agreement; and the term “hereafter” means after, and the term “heretofore” means before the date of this Trust Agreement. Words of any gender generally include the correlative words of the other gender, unless the sense indicates otherwise.

References to sections, articles or exhibits, unless otherwise indicated, are to sections and articles of or exhibits to this Trust Agreement.

### SECTION 1.3. CAPTIONS AND HEADINGS.

The captions and headings in this Trust Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

## **ARTICLE II - RECITALS AND REPRESENTATIONS**

### SECTION 2.1. BASE LEASE AND PURCHASE AND USE AGREEMENT.

The Corporation and the City have entered into (i) the Base Lease, pursuant to which the City has leased its interest in the 2020 Real Property to the Corporation and has conveyed its interest in the Facilities to the Corporation, and (ii) the Purchase and Use Agreement, pursuant to which the City has arranged with the Corporation (a) for the construction, acquisition, installation, and equipping of the 2020 Project and (b) to effect the refinancing of the Outstanding Financings, and for the sale to and use and occupancy by the City of the Facilities, subject to Section 3.1 of the Purchase and Use Agreement.

### SECTION 2.2. INSTALLMENT PAYMENTS.

Under the Purchase and Use Agreement, the City is obligated to pay to the Corporation or its assigns during the term thereof Installment Payments for the purchase of the Facilities and such other purposes set forth in Sections 4.1, 4.2 and 4.4 of the Purchase and Use Agreement, subject to the occurrence of an Event of Nonappropriation as set forth in Section 4.7 of the Purchase and Use Agreement, and subject to the City’s right to exercise its purchase option as set forth in Section 9.1 of the Purchase and Use Agreement.

### SECTION 2.3. ASSIGNMENT AND CONVEYANCE.

(a) For the purpose of securing the payment of the Bonds, the Corporation has assigned, and granted a security interest in, the Trust Estate to the Trustee under the granting clauses hereto. The Corporation hereby represents and confirms that it has full legal power and authority to assign the Trust Estate as enumerated in the granting clauses hereto and that no assignment thereof has been made except to the Trustee. Notwithstanding anything in this Trust Agreement to the contrary, the Corporation shall be required to take any action required of it pursuant to the Purchase and Use Agreement, the Base Lease and any other contracts or agreements for which the Corporation's rights thereunder have been assigned to the Trustee as part of the Trust Estate, unless the Trustee is acting on behalf of the Corporation pursuant to such assignment.

(b) The Corporation and the Trustee intend for this Trust Agreement to be a security agreement within the meaning of the Uniform Commercial Code as adopted by the State (the "UCC"). The intent of the Corporation is to provide to the Trustee, to the fullest extent that the Trust Estate now or hereafter may be subject to a security interest under the UCC, the security interest in the Trust Estate including all presently-owned, or after-acquired property constituting all or a portion of the Trust Estate. The Corporation agrees to prepare, execute (as applicable) and file all initial financing statements necessary to perfect this security interest or other statutory liens held by the Trustee, to the extent required by applicable law. The Trustee shall request that Bond Counsel prepare and file any extensions, continuations or renewals thereof, in such form as the Trustee may require to continue the perfection of this security interest or other statutory liens held by the Trustee, to the extent required by applicable law. With respect to any of the Trust Estate in which a security interest is not perfected by the filing of a financing statement, the Corporation consents and agrees to undertake, and the Trustee agrees to cooperate fully with the Corporation using commercially reasonable efforts, to perfect the security interest granted to the Trustee in the Trust Estate. During the term of the Purchase and Use Agreement, the Trustee may exclusively rely on the City to operate and maintain the Facilities and the 2020 Real Property in accordance with all laws, ordinances, rules and regulations, including without limitation, Environmental Laws.

(c) The Corporation and the Trustee intend for this Trust Agreement to be a collateral assignment of all rents, leases, issues and profits created by, or arising out of any right, title or interest of the Corporation in the Trust Estate, including without limitation, all leases, rents, issues, and profits arising out of the Base Lease, the Purchase and Use Agreement, and any future lease or leases now or hereinafter entered into by the Corporation.

### SECTION 2.4. POWERS AND TRUSTS GRANTED.

All acts, conditions and things required by law to exist, happen and be performed precedent to and in connection with the execution and entering into of this Trust Agreement have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly empowered to execute and enter into this Trust Agreement.

### SECTION 2.5. OTHER SECURITY DOCUMENTS.

The Corporation shall cause this Trust Agreement (or an assignment agreement of the Corporation in favor of the Trustee, in lieu hereof) and any financing statements relating hereto,

to be filed, in such manner and at such places as may be required by law fully to protect the security of the Holders of the Bonds and the right, title and interest of the Trustee in and to the Facilities, the 2020 Real Property and the Trust Estate created by this Trust Agreement or any part thereof. The Corporation will cause the Base Lease, the Purchase and Use Agreement and any related instruments or documents, to be recorded and filed in the manner and in the places which may be required by law in order to preserve and protect fully the security of the Holders and the rights of the Trustee hereunder. The Corporation shall execute or cause to be executed any and all further instruments as may be necessary for such protection of the interests of the Holders of the Bonds until the principal of and interest of the Bonds issued hereunder shall have been paid. The Trustee shall execute or join in the execution of any such further or additional instrument and file or join in the filing thereof at such time or times and in such place or places as may be requested by the Corporation in writing to perfect and to preserve the Trust Estate created by this Trust Agreement or any part thereof until the Bonds shall have been paid or discharged in the manner hereinafter provided.

### **ARTICLE III - AUTHORIZATION AND TERMS OF BONDS**

#### **SECTION 3.1. PRINCIPAL AMOUNT OF BONDS; DESIGNATION OF BONDS; CONDITIONS TO DELIVERY.**

(a) Pursuant to the provisions of this Trust Agreement, there are hereby authorized to be issued one or more series of Bonds of the Corporation. Upon the execution and delivery hereof, there is hereby authorized an initial series of Bonds in the aggregate principal amount of \$3,080,000 to be designated "Hartsville Public Facilities Corporation, Installment Purchase Revenue Bonds (City of Hartsville City Hall Refinancing), Series 2020." Any Additional Bonds shall be designated "Hartsville Public Facilities Corporation, Installment Purchase Revenue Bonds" with such further and other designation, including the appropriate series designation, as may be necessary to identify each such series of Additional Bonds.

(b) Upon the execution and delivery of this Trust Agreement, and satisfaction of the conditions established by this Trust Agreement and the Purchase and Use Agreement for delivery of the Series 2020 Bonds, the Corporation shall execute and the Trustee shall authenticate and deliver the Series 2020 Bonds to, or to the order of, the underwriter thereof.

(c) Before the Trustee authenticates and delivers any of the Series 2020 Bonds, the Trustee shall have received a request and authorization from the City and the Corporation, signed on their behalf by a City Representative and a Corporation Representative, respectively, to authenticate and deliver the Series 2020 Bonds to, or on the order of, the underwriter thereof upon payment to the Trustee of the amount specified therein, which amount shall be deposited as provided in Section 5.1 hereof. Executed copies of the following shall be submitted with the request, in connection with the issuance of the Series 2020 Bonds:

- (i) This Trust Agreement;
- (ii) The Base Lease;
- (iii) The Purchase and Use Agreement; and

(iv) The Federal Tax Certificate relating to the Series 2020 Bonds, if any.

(d) Bonds and the interest thereon and redemption premium, if any, shall be an obligation of the Corporation, and shall be secured by and payable from the Trust Estate. The Bonds do not and shall not be deemed to constitute or create an indebtedness, liability or obligation of the City within the meaning of any State constitutional provision or statutory limitation or a pledge of the faith and credit of the City. The Bonds and the interest thereon are payable from and secured by the Trust Estate as described in and subject to limitations set forth in this Trust Agreement for the equal and ratable benefit of the Holders, from time to time, of the Bonds.

### SECTION 3.2. PURPOSES.

The Series 2020 Bonds are authorized for the principal purposes of (i) defraying the cost of the construction, acquisition, installation, and equipping (as applicable) of the 2020 Project, (ii) effecting the refinancing of the Outstanding Financings, and (iii) paying certain costs and expenses relating to the issuance of the Series 2020 Bonds.

### SECTION 3.3. MATURITY SCHEDULE; DATE; INTEREST RATES.

The Series 2020 Bonds shall mature on [June 1] in the years and principal amounts set forth below and shall bear interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) at the interest rates per annum set forth below, payable on each Bond Payment Date:

#### **MATURITY SCHEDULE**

<u>Due June 1</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
2022	\$315,000		
2023	320,000		
2024	330,000		
2025	335,000		
2026	340,000		
2027	350,000		
2028	355,000		
2029	365,000		
2030	370,000		

### SECTION 3.4. PROVISIONS RELATING TO ADDITIONAL BONDS; CONDITIONS FOR ISSUANCE.

(a) Authorization for Additional Bonds. Additional Bonds may be issued hereunder and secured by the Trust Estate on a parity with the Series 2020 Bonds under the conditions set forth herein.

(b) Purposes for Additional Bonds. Subject to the provisions of applicable law, Additional Bonds may be issued for the purposes of providing funds (i) to refund any of the Series 2020 Bonds or any Additional Bonds theretofore issued, or (ii) for the purpose of paying the cost of Additional Facilities or Additional Ancillary Projects.

(c) Conditions to the Issuance of All Additional Bonds. Prior to issuing any Additional Bonds, there shall have been executed and delivered: (i) a Supplemental Agreement authorizing such Additional Bonds and prescribing the terms and details thereof and the purposes for the issuance of such Additional Bonds; (ii) an amendment or supplement to the Purchase and Use Agreement modifying the existing schedule of Installment Payments due thereunder or otherwise providing for Installment Payments thereunder sufficient to provide for the payment of the Additional Bonds, extending the term of the Purchase and Use Agreement, if needed, to the final maturity of such Additional Bonds, making any changes required to make Additional Real Property subject thereto and supplementing Exhibits B and E thereto to provide for the Additional Facilities; (iii) an amendment or supplement to the Base Lease extending the term thereof by at least the same amount of time as any extension to the term of the Purchase and Use Agreement, and making any changes required to make Additional Real Property subject thereto; and (iv) a Favorable Opinion of Bond Counsel. There shall also be provided to the Trustee certified copies of resolutions adopted by the Board of Directors of the Corporation and an ordinance enacted by the Council authorizing the issuance of the Additional Bonds and the execution and delivery of the documents to which each is a party. No Additional Bonds may be issued hereunder if at the time there is an Event of Default or an Event of Nonappropriation unless upon the issuance of such Additional Bonds, no other Bonds will be Outstanding hereunder.

(d) Other Provisions Relating to Additional Bonds. The details of any Additional Bonds, including any Reserve Requirement relating thereto and the payment provisions thereof shall be specified in the Supplemental Agreement hereto providing for the issuance thereof. Such Supplemental Agreement shall include provisions establishing the separate accounts and subaccounts of the Bond Fund and other funds and accounts for such series of Additional Bonds.

### SECTION 3.5. PAYMENT OF PRINCIPAL AND INTEREST.

(a) Each of the Series 2020 Bonds shall be authenticated, as provided in Section 3.10 hereof, on such date as it shall be delivered and shall bear interest from the later of the date hereof, or the date to which interest has been paid immediately preceding the authentication date thereof, unless the authentication date thereof is a Bond Payment Date, in which event, each such Series 2020 Bond shall bear interest from the earlier of such authentication date or the date to which interest has been paid or, in the event no interest has been paid, from the date thereof. Additional Bonds shall be authenticated and bear interest as provided in the Supplemental Agreement prescribing the terms and conditions thereof.

(b) Subject to the provisions of Section 3.18 hereof, the principal of and premium, if any, on the Bonds shall be paid in immediately available funds by check or draft drawn upon the Trustee to the Holders thereof upon presentation and surrender thereof when due at the designated corporate trust office of the Trustee; provided, that any Holder in an aggregate principal amount of not less than \$1,000,000 may, by prior written instructions filed with the Trustee prior to the close of business on the applicable Record Date (which instructions shall remain in effect until revoked by subsequent written instructions), request that principal and premium payments be made by wire transfer or other means acceptable to the Trustee to an account in the continental United States. Subject to the provisions of Section 3.18 hereof, the interest on the Bonds shall be paid by check or draft drawn upon the Trustee and mailed to the Holders in whose names the Bonds are registered on the Record Date; provided that any Holder in an aggregate principal amount of not

less than \$1,000,000 may, by prior written instructions filed with the Trustee prior to the close of business on the applicable Record Date (which instructions shall remain in effect until revoked by subsequent written instructions), request that interest payments for any period be made by wire transfer or other means acceptable to the Trustee to an account in the continental United States.

(c) Any interest on any Bond which is payable, but is not punctually paid or duly provided for, on any Bond Payment Date (herein called “**Defaulted Interest**”) shall forthwith cease to be payable to the Owner of such Bond on the relevant Regular Record Date by virtue of having been such Owner. The Trustee may elect to make payment of any Defaulted Interest to the persons in whose names such Bonds (or their respective predecessor Bonds) are registered at the close of business on a Special Record Date (as defined below) for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Corporation or the Trustee, at the written direction of the Corporation, shall determine the amount of Defaulted Interest proposed to be paid on each such Bond and the date of the proposed payment, shall fix a date (a “**Special Record Date**”) for the payment of such Defaulted Interest which shall be not more than 15 nor less than ten days prior to the date of the proposed payment, and shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed first class, postage prepaid, to each Owner not less than five days prior to such Special Record Date at his address as it appears on the Register not less than ten days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the Persons in whose names such Bonds (or their respective predecessor Bonds) are registered on such Special Record Date.

#### SECTION 3.6. DENOMINATION; NUMBERING.

The Series 2020 Bonds shall be issued in denominations of \$5,000 or any integral multiple thereof. The Series 2020 Bonds shall be numbered by the Trustee consecutively from 1 upward, preceded by the letter “R”. Additional Bonds shall be in such denominations and be numbered in the manner provided in the Supplemental Agreement providing therefor.

#### SECTION 3.7. PAYING AGENT.

As long as there is any Outstanding Bond under this Trust Agreement, the Corporation shall cause the Trustee to serve as Paying Agent therefor. Notices and demands to or upon the Trustee and the Corporation in respect of the Bonds may be served, at the designated corporate trust office of the Trustee. The Bonds shall be presented for registration of transfers and exchanges in accordance with the provisions of this Trust Agreement at the designated corporate trust office of the Trustee.

#### SECTION 3.8. FORM OF BONDS.

The Series 2020 Bonds, together with the certificate of authentication and assignment to appear thereon, shall be in substantially the form attached hereto as Exhibit A with necessary and appropriate variations, omissions and insertions as permitted or required by this Trust Agreement. Additional Bonds shall be in such form as is provided in the Supplemental Agreement pursuant to which such Additional Bonds are issued.

### SECTION 3.9. EXECUTION OF BONDS.

The Bonds shall be executed in the name of and on behalf of the Corporation by the President or Vice President of the Corporation, and the same shall be attested by the Secretary of the Corporation or such other officer as may be designated by the Board of Directors of the Corporation. Such officers may employ facsimiles of their signatures. In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond such signatures or such facsimiles shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office.

### SECTION 3.10. AUTHENTICATION.

Only such Bonds as shall have endorsed thereon a certificate of authentication duly executed by the Trustee shall be entitled to any right or benefit under this Trust Agreement. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Trust Agreement. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by any authorized signatory of the Trustee.

### SECTION 3.11. MEDIUM OF PAYMENT.

The Bonds shall be payable with respect to principal, interest and premium, if any, in lawful money of the United States of America.

### SECTION 3.12. MUTILATED, LOST, STOLEN OR DESTROYED BONDS.

In the event any Bond is mutilated, lost, stolen or destroyed, the Corporation may execute and the Trustee may authenticate a new Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed Bond; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Corporation and to the Trustee evidence of such loss, theft or destruction satisfactory to the Corporation and the Trustee together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the Corporation may pay the same. The Corporation and the Trustee may charge the Holder of such Bond with their reasonable fees and expenses in this connection.

### SECTION 3.13. TRANSFER AND REGISTRATION; PERSONS TREATED AS OWNERS.

(a) As long as there shall be any Outstanding Bonds, the Corporation shall cause books for the registration and transfer of Bonds to be kept which books constitute the Register. The Register shall be kept by the Trustee at its designated corporate trust office. The transfer of each Bond may be registered only upon the Register kept by the Trustee for that purpose by the Holder thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee, duly executed by the Holder or his duly authorized attorney. Upon the registration of transfer of any Bond, the Trustee will authenticate and deliver, subject to the provisions of Section 3.15 hereof, in the name of the transferee, a new

Bond or Bonds of the same series, maturity, interest rate and aggregate principal amount as the surrendered Bond.

(b) The Corporation and the Trustee may deem and treat the person in whose name any Bond shall be registered upon the Register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or, upon his order, 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 Corporation nor the Trustee shall be affected by any notice to the contrary.

#### SECTION 3.14. INTERCHANGEABILITY OF BONDS.

Bonds, upon surrender thereof at the designated corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the Holder or his duly authorized attorney, may, at the option of the Holder and upon payment by such Holder of any charges made pursuant to Section 3.15 hereof; be exchanged for an equal aggregate principal amount of Bonds of the same series and maturity in any other authorized denomination.

#### SECTION 3.15. REGULATIONS WITH RESPECT TO EXCHANGES AND TRANSFER.

In all cases in which the privilege of exchanging or transferring Bonds is exercised, the Corporation shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Trust Agreement. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled and destroyed and shall not be reissued, and a counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Corporation. All Bonds so destroyed shall thereafter no longer be considered Outstanding Bonds for any purposes of this Trust Agreement. There shall be no charge to the Holder for such exchange or transfer of Bonds except that the Trustee may make a charge sufficient to reimburse itself for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the Corporation nor the Trustee shall be required to issue, exchange or transfer (i) any Bond during the 15 days immediately preceding any Bond Payment Date, (ii) any Bond during a period beginning at the opening of business 15 days immediately preceding any selection of Bonds to be redeemed and ending at the close of business on the date of the mailing of notice of such redemption or (iii) any Bonds called for redemption in whole or in part.

#### SECTION 3.16. CANCELLATION AND DESTRUCTION OF MUTILATED, PAID OR SURRENDERED BONDS.

Upon the surrender of mutilated Bonds pursuant to Section 3.12 hereof or Bonds paid or surrendered, the same shall be cancelled and destroyed and shall not be reissued. The Trustee shall cancel and destroy any Bond certificates it has received in accordance with retention policy in effect at the time, and a counterpart of the certificate evidencing such destruction (or other evidence satisfactory to the Corporation) shall be furnished by the Trustee to the Corporation. All Bonds so destroyed shall thereafter no longer be considered Outstanding Bonds for any purposes of this Trust Agreement.



### SECTION 3.17. PAYMENTS DUE ON DAYS OTHER THAN A BUSINESS DAY

In any case where the Bond Payment Date or the date fixed for redemption of any Bonds shall not be a Business Day, then payment of principal of, premium, if any, or interest on the Bonds need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the Bond Payment Date or the date fixed for redemption, and no interest shall accrue for the period after such date.

### SECTION 3.18. BOOK-ENTRY SYSTEM.

Notwithstanding anything to the contrary herein, so long as any series of the Bonds is being held under a Book-Entry System pursuant to this Section 3.18, payment of principal and premium (if any) of and interest on such Bonds and transfers of beneficial ownership of such Bonds will be effected pursuant to rules and procedures established by the Securities Depository. The Series 2020 Bonds shall be initially issued under a Book-Entry System and shall be held thereunder except as provided in this Section 3.18. The Series 2020 Bonds shall be initially issued in the form of a separate, authenticated, fully registered Series 2020 Bond for each series, maturity and interest rate in a principal amount equal to the amount of such maturity and interest rate, and shall be registered on the Register in the name of the Securities Depository Nominee. So long as the Book-Entry System is in effect, the Securities Depository Nominee will be recognized as the Holder of the Series 2020 Bonds for the purposes of (i) paying the principal of, premium, if any, or interest on the Series 2020 Bonds, (ii) selecting the Series 2020 Bonds or portions thereof to be redeemed, (iii) giving any notice permitted or required to be given to Holders under this Trust Agreement, (iv) registering the transfer of Series 2020 Bonds, and (v) requesting any consent or other action to be taken by the Holders, and for all other purposes whatsoever, and neither the Trustee nor the Corporation shall be affected by any notice to the contrary. Neither the Trustee nor the Corporation shall have any responsibility or obligation to any Participant, any beneficial owner of Series 2020 Bonds or any other person claiming a beneficial ownership interest in the Series 2020 Bonds under or through the Securities Depository or any Participant, or any other person which is not shown on the Register as being a Holder of Series 2020 Bonds with respect to (i) the accuracy of any records maintained by the Securities Depository or any Participant, (ii) the payment to the Securities Depository, any Participant or any beneficial owner of Series 2020 Bonds of any amount in respect of the principal of, premium, if any, or interest on the Bonds, (iii) any notice which is permitted or required to be given to Holders under this Trust Agreement, (iv) 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 Series 2020 Bonds or (v) any other action taken by the Securities Depository as Holder of the Series 2020 Bonds. So long as the Book-Entry System is in effect, the Trustee shall pay all principal of and premium, if any, and interest on the Series 2020 Bonds only to the Securities Depository or the Securities Depository Nominee, as the case may be, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on the Series 2020 Bonds to the extent of the sum or sums so paid.

In the event that the Corporation determines that it is in the best interest of the Corporation not to continue the Book-Entry System or that the interest of the beneficial owners of the Series 2020 Bonds may be adversely affected if the Book-Entry System is continued, then the Corporation shall notify the Securities Depository and the Trustee in writing of such determination

and the Securities Depository shall immediately notify the Participants of the availability, through the Securities Depository, of physical Series 2020 Bonds. In such event, the Corporation shall execute and the Trustee shall authenticate, register and deliver physical Series 2020 Bonds as requested by the Securities Depository or any Participant or beneficial owner of Series 2020 Bonds in appropriate authorized denominations in exchange for the Series 2020 Bonds registered in the name of Securities Depository Nominee. The Securities Depository may determine to discontinue providing its services as such with respect to the Series 2020 Bonds at any time by giving notice to the Corporation and the Trustee and discharging its responsibilities with respect thereto under applicable laws or the Corporation may determine that the Securities Depository is incapable of discharging its duties as such and may so notify the Securities Depository. In either such event, the Corporation shall either (i) engage the services of another Securities Depository or (ii) deliver physical Series 2020 Bonds in the manner described above; provided, however, that the discontinuation of the Book Entry System of registration and transfer with respect to the Series 2020 Bonds or the replacement of the Securities Depository or any successor depository shall be subject to the applicable rules and procedures of the Securities Depository or such successor depository on file or otherwise approved by the Securities and Exchange Commission.

Notwithstanding any other provision of this Trust Agreement to the contrary, so long as the Series 2020 Bonds are registered in the name of Cede & Co., as Securities Depository Nominee, all payments with respect to the principal of, premium, if any, and interest on the Bonds and all notices with respect to the Series 2020 Bonds shall be made and given, respectively, to The Depository Trust Company, New York, New York, as provided in the Blanket Letter of Representations of the Corporation dated [\_\_\_\_].

In connection with any notice or other communication to be provided to the Holders by the Corporation or the Trustee with respect to any consent or other action to be taken by the Holders, the Corporation or the Trustee, at the written direction of the Corporation, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository notice of such record date not less than 15 days in advance of such record date to the extent possible.

#### SECTION 3.19. TAX COVENANTS OF CORPORATION.

The Corporation will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income for federal income tax purposes of the interest evidenced by or paid on the Series 2020 Bonds, to the extent the Series 2020 Bonds are issued on a federally tax-exempt basis, and, if it should take or permit, or omit to take or cause to be taken, any such action, the Corporation will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly on having knowledge thereof. The Corporation acknowledges that the continued exclusion of interest evidenced by or paid on the Series 2020 Bonds from a Holder's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code. To that end, the Corporation covenants that it will comply with the Tax Regulatory Agreement, if any.

The Corporation acknowledges that the Series 2020 Bonds are being issued by the Corporation, acting on behalf of the City, within the meaning of Revenue Ruling 63-20, 1963-1 C.B. 24 ("Revenue Ruling 63-20") and Treasury Regulation Section 1.103-1(b), and covenants to

comply with all provisions of Revenue Ruling 63-20 and all of the applicable provisions of Revenue Procedure 82-26, 1982-1 C.B. 476 (“Revenue Procedure 82-26”). The Corporation therefore represents, warrants and covenants as follows:

(a) The Corporation is organized under the general nonprofit laws of the State as a nonprofit organization, the articles of incorporation of the Corporation provide that the Corporation is not organized for profit, and the Corporation’s income does not inure to any private person. The activities and purposes of the Corporation are those permitted under the general nonprofit corporation laws of the State, the Corporation will engage only in activities and for purposes that are permitted under the general nonprofit laws of the State and the Facilities and the 2020 Real Property are located entirely within the geographic boundaries of the City.

(b) The articles of incorporation of the Corporation provide that income of the Corporation will not inure to any private person. In fact, income of the Corporation does not inure to any private person, and upon dissolution of the Corporation, the Corporation’s net assets shall be distributed to the City. The Corporation shall not amend or modify its articles of incorporation or bylaws to modify any of its stated purposes or activities, or with respect to any other provision, unless the Corporation has filed with the Trustee and the City a Favorable Opinion of Bond Counsel.

(c) Prior to a termination (if any) of the Purchase and Use Agreement pursuant to Section 2.2 thereof which gives rise to a partition of the Facilities pursuant to Section 2.4 thereof, the City shall have exclusive beneficial possession and use of the Facilities and the 2020 Real Property, including any improvements and additions thereto, equivalent to at least 95% of the fair rental value of the Facilities and the 2020 Real Property for the term of the Series 2020 Bonds, including any other obligations issued by the Corporation either to make improvements to the Facilities and the 2020 Real Property or to refund a prior issue of the Corporation’s obligations related to the Facilities and the 2020 Real Property.

(d) The City currently has or will obtain fully unencumbered fee simple title, subject to Permitted Encumbrances, to the Facilities and the 2020 Real Property no later than such time as the Series 2020 Bonds are discharged. For purposes of this paragraph and the definition of “Base Lease Term” as such term is defined in the Base Lease, the Series 2020 Bonds will be discharged when (i) cash is available at the place of payment on the date that the Series 2020 Bonds are due (whether at maturity or upon prior call for redemption) and (ii) interest ceases to accrue on the Series 2020 Bonds. Upon discharge of the Series 2020 Bonds, the Corporation will convey to the City such fee simple title and exclusive possession and use of the Facilities and the 2020 Real Property (to the extent the City does not already have such title, possession and use), including any additions thereto, without demand or further action on its part. In this regard, all leases, management contracts and similar encumbrances (other than Permitted Encumbrances), if any, relating to the Facilities and the 2020 Real Property shall terminate upon discharge of the Series 2020 Bonds.

(e) While the Purchase and Use Agreement is in effect, the City has the right at any time to obtain unencumbered fee title and exclusive possession of the Facilities and the 2020 Real Property, including any additions thereto (to the extent the City does not already have such possession and use) by exercising its rights under Section 9.1 of the Purchase and Use Agreement,

by placing into escrow an amount equal to the amount described therein. If the City exercises such right, the Corporation must immediately cancel all encumbrances (other than Permitted Encumbrances) on the Facilities and the 2020 Real Property (to the extent the Corporation has possession and use thereof), including leases and management contracts, except as may be otherwise permitted by Revenue Procedure 82-26.

(f) While the Purchase and Use Agreement is in effect, in the event the Corporation defaults in its payments under the Series 2020 Bonds, the City has the exclusive option to purchase the Facilities (and any additions thereto) for the amount of the Outstanding Series 2020 Bonds and accrued interest to the date of default. The City must exercise its option, if at all, not more than 90 days from the date it is notified by the Corporation (or the Trustee on behalf of the Corporation) of such default and, if elected, must have 90 days from the date of exercise of such option to purchase the Facilities.

(g) All of the original proceeds of the Series 2020 Bonds shall be used to provide tangible real and tangible personal property. Proceeds are considered to provide tangible property only if the proceeds are (i) used to finance costs that a taxpayer must charge to the property's capital account, may elect to charge to the property's capital account instead of deducting, or may elect to deduct instead of charging to the property's capital account and (ii) used to fund a reasonably required reserve fund for the Series 2020 Bonds within the meaning of Revenue Procedure 82-26. The preceding sentence does not apply to a de minimis amount, less than \$5,000, that is included in the Series 2020 Bonds solely for the purpose of rounding the dollar amount of the issue. If excess proceeds remain on hand after the completion of construction or reconstruction of the Facilities, the requirements of this paragraph will be considered met if (i) the face amount of the Series 2020 Bonds (taking into account estimated investment proceeds) was based on reasonable estimates of the cost of the Facilities at the time the Series 2020 Bonds were issued, and the excess proceeds are used and invested in the manner described in Section 3.052 of Revenue Procedure 82-26. For purposes of this paragraph, "original proceeds" are amounts (after payment of all expenses of issuing the Series 2020 Bonds) received at any time as a result of the sale of the Series 2020 Bonds and "investment proceeds" are amounts (net of administrative costs) that result from the investment of any proceeds of the Series 2020 Bonds. However, investment proceeds do not include amounts earned after the date that (i) construction, reconstruction or acquisition of the Facilities is completed, or (ii) all of the proceeds (less amounts used to fund a reasonably required reserve fund) have been spent on the construction, reconstruction or acquisition of the Facilities, whichever occurs later.

(h) The Council enacted an ordinance on July 14, 2020, which date is within one year prior to the issue date of the Series 2020 Bonds, approving the purposes and activities of the Corporation, the refinancing of the Outstanding Financings, and the issuance of the Series 2020 Bonds by the Corporation for the purposes of financing the costs of the 2020 Project and effecting the refinancing of the Outstanding Financings, and stating that the City will accept title to the Facilities, including any additions or improvements thereto, no later than such time as the Series 2020 Bonds are discharged.

(i) The proceeds of fire or other casualty insurance policies received in connection with the damage or destruction to the portion of the Facilities financed with the proceeds of the Series 2020 Bonds, including any improvements, will be used to rebuild the Facilities or to redeem the

Series 2020 Bonds or, if all of the Series 2020 Bonds have been paid or defeased under this Trust Agreement, will be remitted to the City.

(j) In the event of any division of the Facilities pursuant to Section 2.4 of the Purchase and Use Agreement, the Corporation agrees that, unless (i) it obtains an opinion of Bond Counsel to the effect that such action is unnecessary to preserve the exclusion from gross income of interest on any Series 2020 Bonds, or (ii) the Corporation or the Trustee is directed by the owners of a majority of the beneficial ownership interests of the Series 2020 Bonds, it will timely undertake to satisfy the requirements of the Code and the Treasury Regulations relating to a change in use of the Facilities. Regulations governing such remedial action are now contained in Section 1.141-12 of the Treasury Regulations.

The covenants of this Section 3.19 related to compliance with the Code shall be inapplicable to any Series 2020 Bonds if the interest thereon is not intended to be excluded from federal income taxes.

#### **ARTICLE IV - REDEMPTION OR PURCHASE OF BONDS**

##### **SECTION 4.1. REDEMPTION OF BONDS.**

(a) Optional Redemption of Series 2020 Bonds. In the event the City exercises its option pursuant to Section 9.1 of the Purchase and Use Agreement to purchase the Corporation's interest in the Facilities and pay the amount required to defease and redeem the Series 2020 Bonds or to prepay Base Payments or in the event the City makes a voluntary prepayment under Section 4.3 of the Purchase and Use Agreement, the Series 2020 Bonds maturing after June 1, 2027, may be redeemed in whole or in part at any time on and after June 1, 2027, by the Corporation at a redemption price equal to the principal amount to be redeemed plus accrued interest to the redemption date.

The Series 2020 Bonds shall be redeemed in accordance with this paragraph (a) only by written notice from the City or the Corporation to the Trustee of the redemption of the Series 2020 Bonds and directing the Trustee to give notice thereof to the Holders in accordance with Section 4.2 hereof. Such notice shall specify the redemption date on which the Series 2020 Bonds are to be redeemed, the particular Series 2020 Bonds to be redeemed, and shall be given to the Trustee at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Trustee. Prior to the giving of notice by the Trustee to the Holders as provided in Section 4.2 hereof, there shall be deposited with the Trustee funds which, in addition to any other moneys available therefor and held by the Trustee, will be sufficient to redeem at the redemption price thereof all of the redeemable Series 2020 Bonds for which notice of redemption has been given.

##### **[(b) Mandatory Sinking Fund Redemption of Series 2020 Bonds.**

The Series 2020 Bonds maturing on June 1, 20\_\_\_\_, are subject to mandatory sinking fund redemption, at a redemption price equal to the principal amount to be redeemed plus accrued interest, if any, to the redemption date, without premium on June 1 of the years and in the amounts as follows:

Year

Principal Amount

\* Final maturity

The requirements of subsection (c) are subject, however, to the provision that any partial redemption of Series 2020 Bonds under subsection (a) above shall reduce the mandatory scheduled redemption requirements of subsection (c) as provided in this paragraph. In the event of a partial redemption of Series 2020 Bonds under subsections (a) above, the Trustee shall allocate the principal amount of Series 2020 Bonds redeemed against the next Series 2020 Bonds to be redeemed under subsection (c) or otherwise as directed by a Corporation Representative in writing at least 45 days prior to the date with respect to which any such credit is to be allocated.

At its option, to be exercised on or before the 45th day next preceding any mandatory sinking fund redemption date for Series 2020 Bonds, the Corporation may deliver to the Trustee for cancellation Series 2020 Bonds of the maturity in any aggregate principal amount which have been purchased by the Corporation in the open market. Each Series 2020 Bond so delivered shall be credited by the Trustee at 100% of the principal amount thereof against the mandatory sinking fund redemption requirement for Series 2020 Bonds on such mandatory sinking fund redemption date and any excess of such amount shall be credited against future mandatory scheduled redemption requirements in chronological order or such other order as directed in writing by the Corporation to the Trustee. The Corporation, will, on or before the 45th day preceding each mandatory sinking fund redemption date, furnish the Trustee with a certificate upon which the Trustee may conclusively rely, signed by a Corporation Representative, stating the extent to which the provisions of the first sentence of this paragraph are to be availed of with respect to such mandatory redemption requirements for such mandatory redemption date; unless such certificate is so timely furnished to the Trustee, the mandatory redemption requirements for such mandatory redemption date shall not be reduced under the provisions of this paragraph.]

(c) Partial Redemption of Series 2020 Bonds. If less than all of the Series 2020 Bonds are called for redemption, the Series 2020 Bonds to be redeemed will be selected in the manner that the Corporation shall determine as set forth in a certificate of the Corporation filed with the Trustee. If less than all Series 2020 Bonds of any one maturity are called for redemption, the Corporation or the Trustee, at the written direction of the Corporation, shall select the applicable Series 2020 Bonds to be redeemed by lot, each \$5,000 portion of the principal being counted as one Series 2020 Bond for this purpose; provided, however, that so long as the only registered owner of the Series 2020 Bond is Cede & Co., such selection shall be made by DTC.

(d) Redemption of Additional Bonds. Provisions relating to the circumstances upon which Bonds other than Series 2020 Bonds may be redeemed shall be as set forth in the Supplemental Agreement providing for the issuance thereof.

#### SECTION 4.2. NOTICE OF REDEMPTION.

Notice of redemption of the Bonds may only be given if funds for such redemption are irrevocably deposited with the Trustee prior to rendering notice of redemption to the Bondholders, or in the alternative, the notice given by the Trustee to Bondholders expressly states that such redemption is conditioned upon the deposit of funds sufficient for the redemption by the Corporation and that failing such deposit no redemption shall take place. The notice of the call for redemption of Bonds shall identify (i) the CUSIP number or numbers, if any, of the Bonds to be redeemed; (ii) the numbers assigned to such Bonds, and in the case of Bonds called in part only, the amounts being redeemed; (iii) the date of the notice; (iv) the redemption date; (v) the redemption price; (vi) the address of the Trustee where such Bonds are to be presented, with the name and telephone number of a contact person, if available; (vii) the issue date of the Bonds; and (viii) the maturity date of the Bonds being redeemed. Notice shall be given by the Trustee by first class mail, postage prepaid, at least 30 days, but not more than 60 days, prior to the date fixed for redemption to the Holder of each Bond subject to redemption at the Holder's address shown on the Register on the 15th day preceding that mailing; provided such notice shall be given by facsimile or by certified or registered mail, return receipt requested to each person who holds Bonds in the aggregate principal amount of not less than \$100,000; and provided further such notice shall be given by certified or registered mail, return receipt requested, or (at the expense of the recipient thereof) by overnight delivery service deposited in the mail or with such delivery service not later than 35 days prior to the date fixed for such redemption and repurchase to appropriate financial information services and securities depositories (including the Securities Depository) and any other securities depository that has requested such notification in all such cases with expense of such notice to be borne by the Corporation.

Failure to receive any notice by mailing or otherwise or any defect in such notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any other Bond.

#### SECTION 4.3. PAYMENT OF REDEEMED BONDS.

Notice having been given in accordance with Section 4.2 hereof, the Bonds called for redemption shall become due and payable on the redemption date, and upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price plus interest accrued to the redemption date; *provided, however*, that in the event of any conditional provision in the notice, the Bonds will not become due and payable as provided in this section until such condition has been satisfied.

If money for the redemption of all of the Bonds to be redeemed is held by the Trustee on the redemption date so as to be available therefor on that date, and if notice of redemption has been given as provided in Section 4.2 hereof, then from and after the redemption date those Bonds called for redemption shall no longer be entitled to payment of any sum other than the redemption price.

In the event Bonds which have been called for redemption are not presented to the Trustee for redemption on or prior to the 30th day following the redemption date, the Trustee shall notify the registered Holder thereof by facsimile or by certified or registered mail, return receipt

requested, that such Bonds have been called and that the Trustee is holding funds for the payment of the redemption price thereof pending presentation by such Holder.

All moneys deposited in the Bond Fund and held by the Trustee for the redemption of particular Bonds shall be held in trust for the account of the Holders thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds.

#### SECTION 4.4. PURCHASE OF BONDS.

At the written direction of the City, the Trustee shall, if and to the extent practicable, attempt to purchase Bonds at such time, in such manner and at such price, not to exceed the then applicable redemption price (or if no redemption is then permitted, not to exceed the price at which such Bonds may first be redeemed or paid at maturity) for such Bonds, as may be specified by the City. The Trustee shall purchase Bonds with any amounts provided to it by the City pursuant to Section 4.3 of the Purchase and Use Agreement or otherwise deposited to the applicable Acquisition Account of the Bond Fund, provided that all regularly scheduled payments on the Bonds then due and payable have first been satisfied. Any accrued interest due to the Holder of any Bond so purchased may be paid from funds held by the Trustee for the payment of interest due on such Bonds on the next ensuing Interest Payment Date. Unless directed otherwise by the City in writing, the Trustee shall cancel any such Bonds so purchased. Prior to effecting any purchase hereunder, the Trustee shall receive a Favorable Opinion of Bond Counsel.

### **ARTICLE V - PROVISIONS AS TO FUNDS AND PAYMENTS**

#### SECTION 5.1. DEPOSIT OF MONEY.

The proceeds of the Series 2020 Bonds, less underwriter's discount of \$\_\_\_\_\_, shall be deposited by the Trustee and applied as follows:

(a) the amount of \$\_\_ shall be deposited into the Project Fund to defray the costs of the 2020 Project as set forth in Section 5.3(c) hereof;

(b) the amount of \$\_\_\_ shall be deposited into the Project Fund to effect the Refinancing as set forth in Section 5.3(c) hereof.

(c) the amount of \$\_\_\_\_\_ shall be deposited into the Cost of Issuance Fund to be applied as set forth in Section 5.3(d) hereof.

#### SECTION 5.2. CREATION OF PROJECT FUND AND COST OF ISSUANCE FUND.

There are hereby created as separate accounts in the custody of the Trustee trust funds designated as the "Project Fund" and the "Cost of Issuance Fund." Pending disbursement pursuant to this Trust Agreement, the proceeds of the sale of the Series 2020 Bonds deposited in the Project Fund and the Cost of Issuance Fund pursuant to Section 5.1 hereof, together with any other moneys and Permitted Investments held to the credit thereof, shall be held as security for the payment of the Series 2020 Bonds. As directed by the City and the Corporation in writing, the Cost of Issuance Fund may be established as a subaccount of the Project Fund.



SECTION 5.3. DISBURSEMENTS FROM AND RECORDS OF PROJECT FUND AND COST OF ISSUANCE FUND.

(a) Moneys in (i) the Project Fund shall be disbursed (A) directly to the holder of each of the Outstanding Financings to pay the redemption prices thereof, and (b) for the costs of the 2020 Project, and (ii) the Cost of Issuance Fund shall be disbursed for the payment of issuance costs of the Series 2020 Bonds, all in accordance with the provisions of this Section 5.3. The Trustee shall cause to be kept and maintained adequate records pertaining to the Project Fund and the Cost of Issuance Fund and all investments and disbursements of moneys in the Project Fund and the Cost of Issuance Fund.

(b) The Trustee is hereby authorized to pay from the Project Fund the redemption prices in connection with the refinancing of the Outstanding Financings in accordance with the terms and conditions of a closing memorandum dated as of the date of closing of the Series 2020 Bonds. After the Refinancing has been completed, the Trustee shall retain copies of the records pertaining to the disbursements from the Project Fund for inspection upon request of the Corporation or the City.

(c) All disbursements from the Project Fund to pay the costs of the 2020 Project shall be made by the Trustee upon the receipt of a requisition in the form of the requisition at Exhibit B hereof and signed by a Corporation Representative and a City Representative. The Trustee shall have no duty to review or investigate the accuracy of the requisition for other than the form and format. Upon the substantial completion of the 2020 Project, the Corporation shall submit to the Trustee a final requisition in the form of the final requisition at Exhibit C hereof and signed by a Corporation Representative and a City Representative in the total amount remaining owing for costs of the 2020 Project, including all applicable retainages. Upon the receipt of the final requisition, the Trustee shall promptly disburse the amounts requested therein. The Trustee shall be entitled to rely on each requisition as conclusive evidence of the City's compliance with the procedure described herein.

(d) The Trustee is hereby authorized to pay from the Cost of Issuance Fund from time to time, upon written direction of the City, together with an invoice or other evidence of the amounts payable thereunder, costs of issuance of the Series 2020 Bonds. Upon written direction of the City, any amounts remaining in the Cost of Issuance Fund, after payment of all costs of issuance of the Series 2020 Bonds, shall be transferred to the Acquisition Account of the Bond Fund.

SECTION 5.4. COMPLETION OF THE REFINANCING AND PROJECT.

As soon as is practicable after the completion of the Refinancing and the filing with the Trustee of the final requisition referred to in Section 5.3(b) hereof, the Trustee shall transfer any balance remaining in the Project Fund to the Acquisition Account of the Bond Fund and the Project Fund shall be closed.

SECTION 5.5. CREATION OF BOND FUND; ACQUISITION ACCOUNT AND RESERVE ACCOUNT.

(a) There is hereby created in the custody of the Trustee a separate trust fund to be designated the "Bond Fund." Within the Bond Fund there shall be established an Acquisition

Account and a Reserve Account. There shall be deposited in the Bond Fund (and credited, as required by this Trust Agreement or the Purchase and Use Agreement, to appropriate Accounts and subaccounts therein), amounts sufficient to pay the principal and premium, if any, of and interest on the Series 2020 Bond from the Base Payments to be made by the City to the Trustee, as assignee of the Corporation, under the terms of the Purchase and Use Agreement.

Upon the issuance of a series of Bonds, a subaccount may be created in the Reserve Account of the Bond Fund for the benefit of said series of Bonds. No subaccount of the Reserve Account shall be created for the Series 2020 Bonds.

Upon the issuance of any series of Additional Bonds hereunder, (i) one or more separate subaccounts may be created in the Reserve Account of the Bond Fund to provide for any Reserve Requirement with respect to such Additional Bonds with the intent being that the Additional Bonds shall only be payable from the subaccounts of the Reserve Account established with respect to such series of Bonds upon the issuance thereof and (ii) a separate subaccount shall be created in the Acquisition Account for purposes of making payment on each series of Bonds with the intent being that the Series 2020 Bond and any Additional Bonds shall only be payable from the subaccounts of the Acquisition Account established with respect to such series of Bonds upon the issuance thereof.

(b) The Bond Fund (and the Accounts and subaccounts therein) and the moneys and Permitted Investments therein shall be used solely and exclusively for the payment of principal of, premium, if any, and interest on the Bonds as the same become due, except as otherwise provided in this Trust Agreement.

(c) The Trustee shall set aside from moneys in the Bond Fund amounts sufficient to make timely payments of the principal of, premium, if any, and interest on the Bonds.

(d) Amounts due with respect to a particular series of Bonds, except as provided in the remainder of this Section 5.5, shall be payable as they become due in the following order, (i) first, from amounts in the applicable subaccount of the Acquisition Account; (ii) second, from the moneys available from the applicable subaccounts of the Reserve Account, if any; (iii) third, from other Revenues to the extent available; and (iv) fourth, from any other source lawfully available to the Trustee, including without limitation, proceeds from the leasing of the Facilities or the 2020 Real Property in accordance with the terms of the Purchase and Use Agreement and the Base Lease.

(e) If, at the close of business on the third Business Day prior to any Bond Payment Date with respect to a particular series of Bonds, the amount in the applicable subaccount of the Acquisition Account is less than the amount due and payable with respect to such series of Bonds on such Bond Payment Date, the Trustee shall immediately transfer from the applicable subaccount of the Reserve Account, if any, to the applicable subaccount of the Acquisition Account an amount sufficient to make up such deficiency, provided that if there is a Reserve Surety in effect, then to the extent the money, if any, in the applicable subaccount of the Reserve Account is not sufficient to make up such deficiency, then the Trustee shall make a claim against the Reserve Surety. In the event of any such transfer, the Trustee shall, within ten days after making the transfer, provide written notice to the City and the Corporation of the amount and date of that

transfer. Upon receipt of such notice, the City shall be obligated to pay to the Trustee, for deposit into the applicable subaccount of the Reserve Account, from any source of legally available and appropriated funds as an Additional Payment, an amount equal to such transfer in 12 equal monthly installments in the Fiscal Year immediately following the Fiscal Year in which such transfer is made; provided, that if the Reserve Requirement for one or more particular series of Bonds is met in whole or in part by a Reserve Surety, payments required hereby shall be applied first to the reinstatement of the Reserve Surety and then for deposit into the applicable subaccount of the Reserve Account.

(f) Monies in a subaccount of the Reserve Account established for one or more particular series of Bonds shall be used solely: (i) to the extent necessary to make up deficiencies in the applicable subaccounts of the Acquisition Account, as provided in subsection (e) above; (ii) as provided in Section 5.7 hereof; and (iii) if all Base Payments with respect to such series of Bonds are then current, to be credited against the last remaining required installments of Base Payments for that series and for that purpose any remaining amounts in such subaccount of the Reserve Account shall be transferred as Base Payments to the applicable subaccount of the Acquisition Account by the Trustee on or before the Bond Payment Date occurring on [June 1, 20\_\_.]

(g) In lieu of the required deposits into a subaccount of the Reserve Account established for a particular series of Bonds, the Corporation may cause to be deposited therein a surety bond, an insurance policy, a letter of credit or other credit facility (each, a "Reserve Surety"), payable to the Trustee that in each case shall be in an amount equal to the difference between the Reserve Requirement applicable to such series of Bonds and the sums, if any, then on deposit to the credit of the applicable subaccount of the Reserve Account; provided, however, that (1) any Reserve Surety (other than a letter of credit) shall have a term of no less than five years or the maturity date of such series of Bonds (whichever is less), (2) any Reserve Surety in the form of a letter of credit shall have a term of no less than one year or the maturity date of such series of Bonds (whichever is less), and (3) as a condition to the substitution of such surety bond, insurance policy, letter of credit or other credit facility in lieu of the required deposits to the applicable subaccount of the Reserve Account, there shall be delivered to the Trustee (i) a Favorable Opinion of Bond Counsel, and (ii) an executed original of such surety bond, insurance policy, letter of credit or other credit facility in lieu of the required deposit prior to the acceptance thereof by the Trustee.

On or prior to the expiration of a Reserve Surety delivered pursuant to (g) above which expires prior to the maturity date of the Bonds of such series, the Corporation must cause to be delivered a replacement Reserve Surety, or the applicable subaccount of the Reserve Account must be fully funded by a claim against such expiring Reserve Surety, or the applicable subaccount of the Reserve Account must be fully funded by cash. In no event may the issuer of the insurance policy, letter of credit or other credit facility have pledged or assigned to it any interest in the Trust Estate granted hereunder unless subordinate to the interest of the Trustee. Any such letter of credit, surety bond or insurance policy shall be issued in the name of or for the benefit of the Trustee and shall contain no restrictions on the ability of the Trustee to receive payment thereunder other than a certification by the Trustee that the funds drawn thereunder are to be used for the purposes set forth in the preceding paragraph. The Trustee shall receive payment thereunder prior to any expiration or termination thereof and whenever moneys are required for the purposes for which

such fund's moneys may be applied. If the Corporation elects to deposit a surety bond, insurance policy, letter of credit or other credit facility in the applicable subaccount of the Reserve Account in lieu of moneys on deposit therein, upon any such deposit, the Trustee shall release to the Corporation from the applicable subaccount of the Reserve Account cash in an amount equal to, or Permitted Investments held therein having a market value equal to, the face amount of the surety bond, insurance policy, letter of credit or other credit facility then being deposited, except that moneys on deposit in such fund which were originally proceeds of any series of Bonds shall be transferred to the applicable subaccount of the Acquisition Account or for any other use specified by the Corporation if there shall be delivered to the Trustee an opinion of Bond Counsel to the effect that such other use will not adversely affect the Federal income tax treatment of interest payments received or to be received by the Holders of the Series 2020 Bonds.

(h) Notwithstanding anything herein to the contrary, the Trustee shall be entitled to create such other funds and accounts as may be necessary or desirable in connection with the administration of its duties hereunder, including but not limited to such funds and accounts as may be established for the deposit of moneys related to the payment of arbitrage rebate in connection with the Bonds.

#### SECTION 5.6. [RESERVED]

#### SECTION 5.7. INVESTMENTS.

(a) Moneys in the Project Fund and the Bond Fund shall be invested and reinvested by the Trustee in Permitted Investments at the written direction of the Authorized Financial Representative. Any investments of moneys held to the credit of the Project Fund or the Bond Fund shall mature, be available or redeemable at the option of the owner or holder, or, in the case of a forward delivery agreement, repurchase agreement or similar contract, be available thereunder, not later than the respective dates when the money held to the credit of those Funds and Accounts will be required for the purpose intended. The Trustee may conclusively rely upon any such written direction of the Authorized Financial Representative as to legality and suitability of any directed investment, the qualification of any directed investment as a Permitted Investment or Defeasance Obligation hereunder, and as to the satisfaction of the requirements of the preceding sentence. In the absence of written direction from the Authorized Financial Representative, the Trustee shall hold funds as cash, uninvested.

(b) At the written direction of the Authorized Financial Representative, from time to time, the Trustee shall sell investments and reinvest the proceeds therefrom in Permitted Investments maturing or redeemable or available as required hereunder. The Trustee may enter into transactions for the purchase or sale of Permitted Investments with itself or any bank, trust company or savings and loan association affiliated with the Trustee. The Trustee shall sell or redeem Permitted Investments credited to the Bond Fund at the times required for the purpose of paying amounts due with respect to the Bonds payable therefrom when due as aforesaid, and shall do so without necessity for any order. An investment made from moneys credited to any Account in the Bond Fund shall constitute part of that Account and Fund, and each Account and Fund shall be credited with all proceeds of sale and income from investment of moneys credited thereto.

(c) Investment income from investment of amounts on deposit in the Project Fund shall be retained therein and applied as other moneys in the Project Fund, as applicable.

(d) Investment income from investment of a particular subaccount of the Acquisition Account shall be retained in such subaccount and credited against the amount of the applicable Base Payments to be paid by the City on the next succeeding Bond Payment Date.

(e) Investment income from investment of a particular subaccount of the Reserve Account shall be retained in such subaccount to the extent that the Value (as determined in the manner prescribed in paragraph (h) below) of amounts on deposit in such subaccount therein is less than the Reserve Requirement with respect to the applicable series of Bonds, and any excess over such Reserve Requirement shall be transferred from such subaccount on or prior to each Bond Payment Date for credit against the applicable Base Payments to be paid by the City, in the manner directed by the City.

(f) The Trustee shall report to the City at least five days prior to each date on which a Base Payment is due and payable the amount of investment income credited or transferred to the particular subaccount of the Acquisition Account of the Bond Fund and available to make payments due on the next Bond Payment Date, and the amount of the applicable Base Payment by the City on that date shall be reduced by such amount. So long as the Trustee provides reports to the City not less than [monthly/quarterly] as to the investment of monies in the Funds and Accounts hereunder, the Trustee shall not be required to deliver brokerage confirmations as to any investment hereunder.

(g) The Trustee shall not be liable for any loss resulting from the making or disposition of any investment in Permitted Investments pursuant to the provisions of this Section provided it acts in good faith and without gross negligence in making such investment, and any such losses shall be charged to the Fund and Account with respect to which such investment is made.

(h) For purpose of this Section, “**Value**” shall mean, with respect to any investment, the value calculated as follows:

(i) as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if not there, then in The New York Times): the average of the bid and asked prices for such investments so published on or most recently prior to the time of determination;

(ii) as to guaranteed investment contracts, certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; and

(iii) as to any investment not specified above: the value thereof established by prior agreement between the Corporation and the Trustee;

provided, however, that unless there has been a withdrawal from such Reserve Account to prevent a deficiency in any related Bond Fund, all investments in the Reserve Account shall be valued at their original cost. The Trustee shall value the investments in the Reserve Account and each

subaccount therein at least 15 days prior to each Bond Payment Date during the term of the Purchase and Use Agreement.

(i) In the event, as of a date of valuation, investments in the Reserve Account or any subaccount therein plus the value of any Reserve Surety credited thereto are determined to be less than the Reserve Requirement applicable thereto, the Trustee shall notify the Corporation, and the Corporation shall notify the City with a demand that it restore such Account or subaccount from any source of legally available and appropriated funds as an Additional Payment to the Reserve Requirement in 12 equal monthly installments in the Fiscal Year immediately following the Fiscal Year in which such valuation is made.

(j) Notwithstanding anything contained herein to the contrary, the Trustee shall have no obligation to enter into any repurchase agreement, investment agreement or any similar agreements with respect to the investment of any moneys pursuant to this Trust Agreement unless (i) such agreement is in form and content acceptable to the Trustee, in its sole discretion, (ii) any liability of the Trustee is limited to loss occasioned by the gross negligence or willful misconduct of the Trustee and (iii) the City shall pay to the Trustee an additional fee established by the Trustee in accordance with its customary practices.

#### SECTION 5.8. MONEYS TO BE HELD IN TRUST.

All moneys required or permitted to be deposited with or paid to the Trustee under any provisions of this Trust Agreement or the Purchase and Use Agreement, and any investments thereof, shall be held by the Trustee in trust. Except for moneys held by the Trustee pursuant to Section 5.9 hereof, all moneys described in the preceding sentence held by the Trustee shall be subject to the lien of this Trust Agreement while so held.

#### SECTION 5.9. NONPRESENTMENT OF BONDS.

If any Bond is not presented for payment when its principal becomes due in whole or in part, or a check or draft for interest is uncashed, if moneys sufficient to pay the principal then due on that Bond or such check or draft shall have been made available to the Trustee for the benefit of its Holder, all liability of the Corporation or the City to that Holder for the payment of the principal then due or of the check or draft thereupon shall cease and be discharged completely. Thereupon, it shall be the duty of the Trustee to hold those moneys, without liability for interest thereon, for the exclusive benefit of the Holder, who shall be restricted thereafter exclusively to those moneys for any claim of whatever nature on its part under this Trust Agreement or on, or with respect to, that principal then due or of such check or draft.

Subject to applicable law, any such moneys which shall be so held by the Trustee, and which remain unclaimed by the Holder of a Bond not presented for payment or check or draft not cashed for a period of five years after the due date thereof, shall be paid to the City free of any trust or lien. Thereafter, the Holder of such Bond shall look only to the City for payment and then only to the amounts so received by the City without any interest thereon, and the Trustee shall not have any responsibility with respect to those moneys.

#### SECTION 5.10. REPAYMENT TO CITY FROM BOND FUND.

Except as provided in Section 5.9 hereof, any amounts remaining in the Bond Fund in excess of the amounts necessary to effect the payment and discharge of the Bonds (i) after all of the Outstanding Bonds shall be deemed paid and discharged under the provisions of this Trust Agreement, and (ii) after payment of all fees, charges and expenses of the Trustee (including attorneys' fees and costs) and of all other amounts required to be paid under this Trust Agreement and the Purchase and Use Agreement, shall be paid to the City.

### **ARTICLE VI – TRUSTEE**

#### SECTION 6.1. TRUSTEE'S ACCEPTANCE AND RESPONSIBILITIES.

(a) The Trustee accepts the trusts imposed upon it by this Trust Agreement, and agrees to observe and perform those trusts, but only upon and subject to the terms and conditions set forth in this Article VI, to all of which the parties hereto and the Holders agree.

(b) It is expressly understood and agreed that this Trust Agreement is being executed by the Trustee not in its corporate and individual capacity but solely as trustee hereunder in the exercise of the power and authority conferred and vested in it as such Trustee. It is further understood and agreed that neither the Trustee nor any past, present or future director, officer, employee, agent, controlling person or nominee of the Trustee shall be personally liable for any breach of any representation or warranty of the trust incorporated herein or in any other agreement or obligation contemplated hereby and nothing herein or therein contained shall be construed as creating any liability of the Trustee in its corporate and individual capacity or as creating any liability of any past, present or future director, officer, employee, agent, controlling person or nominee of the Trustee to make any payment or to perform any agreement or undertaking contained herein or therein.

(c) Prior to the occurrence of an Event of Default of which the Trustee has been notified or deemed to have been notified as provided in paragraph (f) of Section 6.2 hereof, and after the cure or waiver of all defaults or Events of Default which may have occurred,

(i) the Trustee undertakes to perform only those duties and obligations which are set forth specifically in this Trust Agreement, and no duties or obligations shall be implied to the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may rely conclusively, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the procedural requirements of this Trust Agreement.

(d) After the occurrence of an Event of Default of which the Trustee has knowledge, the Trustee shall exercise those rights and powers vested in it by this Trust Agreement and shall use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of its own affairs.

(e) No provision of this Trust Agreement shall be construed to relieve the Trustee from liability for its own grossly negligent action, its own grossly negligent failure to act, or its own willful misconduct, except that

(i) this subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in subsection (c)(i) of this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in subsection (c)(ii) of this Section;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by any one of its officers, unless it shall be established that the Trustee was grossly negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the written direction of the Holders of not less than a majority in principal amount of the Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Agreement;

(iv) no provision of this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and

(v) the Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Corporation or the City) approved by the Trustee in its sole and absolute discretion. The Trustee shall not be responsible for any loss or damage resulting from any action taken or omitted to be taken in good faith in reliance upon that opinion or advice.

(f) Every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article VI. Whenever the Trustee acts in its capacity as Trustee with respect to any document or agreement relating the Bonds, the provisions of this Article VI shall apply to all such action.

#### SECTION 6.2. CERTAIN RIGHTS AND OBLIGATIONS OF THE TRUSTEE.

Except as otherwise provided in Section 6.1 hereof:

(a) The Trustee (i) may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees (but shall be answerable therefor only in accordance with the standard specified in Section 6.1 above), (ii) shall be entitled to the advice of counsel concerning all matters of trusts or powers hereof and duties hereunder, and (iii) may pay all such compensation in all cases to all of those attorneys, agents, receivers and employees employed by it in connection with the trusts hereof.



(b) Except as may be required of it in its capacity as assignee of the Corporation under the Purchase and Use Agreement or as specifically provided for elsewhere herein, the Trustee shall not be responsible for:

(i) any recital in this Trust Agreement or the Bonds or any information or statement in any official statement, offering memorandum or other disclosure material, including continuing disclosure material prepared or distributed with respect to the Bonds,

(ii) the validity, priority, perfection, recording, rerecording, filing or refiling of this Trust Agreement or any Supplemental Agreement (or any assignment agreement related hereto or thereto), the Purchase and Use Agreement or the Base Lease or any financing statement with respect to the Trust Estate,

(iii) any instrument or document of further assurance or collateral assignment,

(iv) the initial filing of financing statements,

(v) insurance of any of the Facilities or the 2020 Real Property or collection of insurance moneys,

(vi) the validity of the execution by the Corporation of this Trust Agreement, any Supplemental Agreement or instruments or documents of further assurance,

(vii) the sufficiency of the security for the Bonds executed and delivered hereunder or intended to be secured hereby,

(viii) the value of or title to the Facilities or the 2020 Real Property, or

(ix) the maintenance of the security hereof, except that, in the event that the Trustee enters into possession of a part or all of the Facilities or the 2020 Real Property pursuant to any provision of the Purchase and Use Agreement or any other instrument or document collateral thereto, the Trustee shall use due diligence in preserving that property.

Pursuant to Section 10.1(b) hereof, the Trustee shall enforce all covenants, agreements and obligations of the City under and pursuant to the Base Lease and the Purchase and Use Agreement. The Trustee may require of the Corporation or the City full information and advice as to the observance or performance of those covenants, agreements and obligations.

(c) Except with respect to the disbursement of amounts deposited with or received by it under the provisions of this Trust Agreement, the Trustee shall not be accountable for the application by the City or any other Person of the proceeds of the Bonds.

(d) The Trustee shall be protected and shall incur no liability, in the absence of bad faith on its part, in acting or proceeding, or in not acting or not proceeding upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper Person or Persons. The Trustee is under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instruments. Any action taken by the Trustee pursuant

to this Trust Agreement upon the request or authority or consent of any Person who is the Holder of any Bond at the time of making, the request or giving the authority or consent, shall be conclusive and binding upon all future Holders of the same Bond and of Bonds executed and delivered in exchange therefor or in place therefor.

(e) As to the existence or nonexistence of any fact for which the Corporation or the City may be responsible or as to the sufficiency or validity of any instrument, document, report, paper or proceeding, the Trustee, in the absence of bad faith on its part, shall be entitled to rely upon a certificate signed on behalf of the Corporation by a Corporation Representative or the City by a City Representative as sufficient evidence of the facts recited therein. Prior to the occurrence of a default or Event of Default of which the Trustee has been notified or is deemed to have notice as provided in paragraph (f) of this Section, the Trustee may accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient; provided, that the Trustee in its discretion may require and obtain any further evidence which it deems to be necessary or advisable; and, provided further, that the Trustee shall not be bound to secure any further evidence.

(f) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default with respect to the Bonds, except Events of Default described in Section 7.1(a) hereof, unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or the Holders of at least 10% of the aggregate principal amount of Outstanding Bonds. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default, except as noted above.

(g) At any reasonable time, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may inspect and copy fully all books, papers and records of the Corporation pertaining to the Facilities or any Additional Facilities and the 2020 Real Property or any Additional Real Property, and may make any memoranda from and in regard thereto as the Trustee may desire.

(h) The Trustee shall not be required to give any bond or surety with respect to execution of these trusts and powers or otherwise in respect of the premises.

(i) Notwithstanding anything contained elsewhere in this Trust Agreement, the Trustee may demand any showings, certificates, reports, opinions, appraisals and other information, and corporate action and evidence thereof, in addition to those required by the terms hereof, as a condition to the authentication and delivery of any Bonds or the taking of any action whatsoever within the purview of this Trust Agreement, if the Trustee deems it to be desirable for the purpose of establishing the right of any Person to the taking of any other action by the Trustee; provided, that the Trustee shall not be required to make that demand.

(j) Before taking action hereunder pursuant to Section 6.4 or Article VII hereof (with the exception of any action required to be taken under Section 7.2 hereof), the Trustee shall require that an indemnity bond satisfactory to it be furnished to the Trustee by the Holders for the reimbursement of all expenses which it may incur and to protect it against all liability by reason

of any action so taken, except liability which is adjudicated to have resulted from its gross negligence or willful default.

(k) Unless otherwise provided herein, all moneys received by the Trustee under this Trust Agreement shall be held in trust for the purposes for which such moneys were received, until such moneys are used, applied or invested as provided herein; provided, that those moneys need not be segregated from other moneys, except to the extent required by this Trust Agreement or by law. The Trustee shall not have any liability for interest on any moneys received hereunder, except to the extent expressly provided herein or agreed with the Corporation.

(l) Any opinions, certificates and other instruments and documents for which provision is made in this Trust Agreement, may be accepted by the Trustee, in the absence of bad faith on its part, as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for its action taken hereunder.

(m) The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty of the Trustee, and the Trustee shall be answerable only for its own gross negligence or willful misconduct.

#### SECTION 6.3. FEES, CHARGES AND EXPENSES OF TRUSTEE.

The Trustee acknowledges receipt of payment in full from the proceeds of the Bonds for its fees for its Ordinary Services rendered hereunder and for all advances, counsel fees and other Ordinary Expenses paid or incurred, or to be paid or incurred, by it in connection with the provision of Ordinary Services to the date hereof. The Trustee shall be entitled to the payment of its annual charges upon invoice to the Corporation (which pursuant to the Purchase and Use Agreement shall be payable by the City). In the event that it should become necessary to perform Extraordinary Services including any such Extraordinary Services relating to a default or post-default situation, with respect to the Bonds, the Trustee shall be entitled to extra compensation therefor, determined in accordance with the Trustee's then-current fee schedule, and to reimbursement for Extraordinary Expenses incurred in connection therewith.

Without creating a default or an Event of Default, however, the City may contest in good faith the necessity for any Extraordinary Service and Extraordinary Expense.

The Trustee, in that or its other capacities, shall not be entitled to compensation or reimbursement for Extraordinary Services or Extraordinary Expenses occasioned by its gross negligence or willful misconduct, as determined in a final non-appealable judgement by a court of competent jurisdiction.

Any amounts payable under this Section 6.3 are payable upon demand and shall bear interest from the date of demand therefor at the prime rate quoted from time to time by the banking association serving as Trustee.

The obligation to pay any such fees and expenses shall survive the payment in full or defeasance of the securities or the removal or resignation of the Trustee.

#### SECTION 6.4. INTERVENTION BY TRUSTEE.

The Trustee may, at the written direction of the Holders of at least 51% of the aggregate principal amount of the Outstanding Bonds, intervene in any judicial proceeding to which the Corporation or the City is a party and which in the opinion of the Trustee, upon advice of its counsel, has a substantial bearing on the interests of Holders of the Bonds. The rights and obligations of the Trustee under this Section are subject to the approval of that intervention by a court of competent jurisdiction. The Trustee shall require that a satisfactory indemnity bond be provided to it by the Holders in accordance with Sections 6.1 and 6.2 hereof before it takes action hereunder.

#### SECTION 6.5. SUCCESSOR TRUSTEE.

Anything herein to the contrary notwithstanding:

(a) Any corporation or association (i) into which the Trustee may be converted or merged, (ii) with which the Trustee or any successor to it may be consolidated, or (iii) to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, merger, consolidation, sale or transfer, *ipso facto*, shall be and become successor Trustee hereunder and shall be vested with all of the title to the whole property or Trust Estate hereunder.

(b) Any such corporation or association that becomes a successor Trustee by virtue of the foregoing shall be vested further, as was its predecessor, with each and every trust, property, remedy, power, right, duty, obligation, discretion, privilege, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Trust Agreement to be exercised by, vested in or conveyed to the Trustee, without the execution or filing of any instrument or document or any further act on the part of any of the parties hereto.

(c) Any successor Trustee, or its parent corporation, however, shall (i) be a trust company or a bank having the powers of a trust company, (ii) be duly authorized to exercise trust powers and in good standing under the laws of the State and, if applicable, the United States, (iii) be subject to examination by federal or State authorities, and (iv) have a reported capital and surplus of not less than \$75,000,000.

#### SECTION 6.6. RESIGNATION BY TRUSTEE.

The Trustee may resign at any time from the trusts created hereby by giving written notice of the resignation to the City, any Bond Insurer, and the Corporation and by mailing written notice of the resignation to the Holders as their names and addresses appear on the Register at the close of business 15 days prior to the mailing. The resignation shall take effect upon the appointment of a successor Trustee and its acceptance of its duties as set forth in Section 6.8 hereof.

#### SECTION 6.7. REMOVAL OF TRUSTEE.

(a) The Trustee may be removed for cause at any time by an instrument or document or concurrent instruments or documents in writing delivered to the Trustee, with copies thereof

mailed to the City and the Corporation, and signed by or on behalf of the Holders of not less than a majority of the aggregate principal amount of the Outstanding Bonds.

(b) For so long as no Event of Default has occurred and is continuing hereunder or under the Purchase and Use Agreement, the Corporation at the written direction of the City may remove the Trustee without cause or for no cause upon 30 days written notice.

(c) The Trustee also may be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Trust Agreement with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Corporation, the City or the Holders of not less than 51% in aggregate principal amount of the Outstanding Bonds.

(d) At the request of the City, so long as no default exists under the Purchase and Use Agreement and no Event of Nonappropriation has occurred, the Corporation may appoint a successor Trustee as provided in Section 6.8 hereof.

#### SECTION 6.8. APPOINTMENT OF SUCCESSOR TRUSTEE.

(a) If (i) the Trustee shall resign, shall be removed, shall be dissolved, or shall become otherwise incapable of acting hereunder, (ii) the Trustee shall be taken under the control of any public officer or officers, or (iii) a receiver shall be appointed for the Trustee by a court, then a successor Trustee shall be appointed by the Corporation (with the agreement of the City if there is no Event of Default and no Event of Nonappropriation under the Purchase and Use Agreement); provided, that if a successor Trustee is not so appointed within ten days after (x) a notice of resignation or any instrument or document of removal is received by the Corporation as provided in Sections 6.6 and 6.7 hereof, respectively, or (y) the Trustee is dissolved, taken under control, becomes otherwise incapable of acting or a receiver is appointed, in each case, as provided above, then, so long as the Corporation shall not have appointed a successor Trustee, the Holders of a majority in aggregate principal amount of the Outstanding Bonds not paid or provided for may designate a successor Trustee by an instrument or document or concurrent instruments or documents in writing signed by or on behalf of those Holders. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within 50 days of the occurrence of any event listed in Section 6.8(a)(i)-(iii) hereof, the Holder of any Outstanding Bond hereunder or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee. Notwithstanding any other provision of this Trust Agreement to the contrary, no resignation or removal of the Trustee shall become effective until a successor has been appointed and has accepted the duties of Trustee hereunder.

(b) Every successor Trustee appointed pursuant to this Section shall (i) be a trust company or bank having the powers of a trust company, (ii) be in good standing within the State and, if applicable, the United States, (iii) be duly authorized to exercise trust powers within the State and, if applicable, the United States, (iv) have a reported capital and surplus of not less than \$75,000,000, and (v) be willing to accept the trusteeship under the terms and conditions of this Trust Agreement.

(c) Every successor Trustee appointed hereunder shall execute and acknowledge, and shall deliver to its predecessor and to the Corporation and the City an instrument or document in writing accepting the appointment. Thereupon, without any further act, the successor shall become vested with all of the trusts, properties, remedies, powers, rights, duties, obligations, discretion, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens of its predecessor. Upon the written request of its successor, the Corporation or the City, the predecessor Trustee (i) shall execute and deliver any instrument or document transferring to its successor all of the trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests, and liens of the predecessor Trustee hereunder, and (ii) shall take any other action necessary to duly assign, transfer and deliver to its successor all property (including without limitation, all securities and moneys) held by it as Trustee. Should any instrument or document in writing from the Corporation be requested by any successor Trustee for vesting and the conveying more fully and certainly in and to that successor the trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens vested or conveyed hereby in or to the predecessor Trustee, the Corporation shall execute, acknowledge and deliver that instrument or document.

(d) In the event of a change in the Trustee, the predecessor Trustee shall cease to be custodian of any moneys which it may hold pursuant to this Trust Agreement and shall cease to act as Paying Agent for the Bonds, the successor Trustee shall become custodian of such moneys and the Paying Agent.

(e) Upon the appointment of a successor Trustee and completion by the predecessor Trustee of the actions required of it under (c) above, the predecessor Trustee shall not be liable for any acts of its successor.

#### SECTION 6.9. DEALING IN BONDS.

The Trustee and its affiliates, and any directors, officers, employees or agents thereof, in good faith, may become the owner of any Bond or Bonds with the same rights which they would have hereunder if the Trustee did not serve in that capacity.

#### SECTION 6.10. REPRESENTATIONS, AGREEMENTS AND COVENANTS OF TRUSTEE.

The Trustee hereby represents that it is a banking association duly organized, validly existing and in good standing under the laws of the United States and duly authorized to exercise corporate trust powers in the State, it has an unimpaired reported capital and surplus of not less than \$75,000,000. The Trustee covenants that it will take such action, if any, as is necessary to remain in good standing and duly authorized to exercise corporate trust powers in the State, and that it will maintain unimpaired reported capital and surplus of not less than \$75,000,000. The Trustee accepts and agrees to observe and perform the duties and obligations of the Trustee hereunder and under any other instrument or document providing security for the Bonds; provided, nevertheless, that the Trustee shall not be responsible or liable for the performance of or observation of any covenants respecting the maintenance of federal tax exemption of interest with respect to the Bonds in the absence of specific direction in writing from the City or the Corporation

and shall not be responsible for ascertaining the requirements of federal tax law with respect thereto.

#### **SECTION 6.11. RIGHT OF TRUSTEE TO PAY TAXES AND OTHER CHARGES.**

Reference is made to the Purchase and Use Agreement whereby the Corporation is authorized to advance moneys (i) to pay taxes, assessments and other governmental charges with respect to the Facilities and the 2020 Real Property, (ii) for the discharge of mechanic's and other liens relating to the Facilities or the 2020 Real Property, (iii) to obtain and maintain insurance for the Facilities and the 2020 Real Property and pay premiums therefor, and (iv) generally, to make payments and incur expenses in the event that the City fails to do so as required by such Purchase and Use Agreement or the Base Lease. The Trustee may make those advances but shall not be required to do so (and may require indemnification) pursuant to Sections 6.1(e)(iv) hereof, but without prejudice to any rights of the Trustee as assignee of the Corporation against the City for failure of the City to do so.

### **ARTICLE VII – DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND HOLDERS**

#### **SECTION 7.1. DEFAULTS; EVENTS OF DEFAULT.**

The occurrence of any of the following events is defined as and declared to be and to constitute an Event of Default hereunder:

(a) Payment of the principal or interest due on any Bond shall not be made when and as such payment shall become due and payable; or

(b) The occurrence and continuance of an Event of Default as defined in Section 8.1 of the Purchase and Use Agreement; or

(c) Any material breach by the Corporation of any representation or warranty made in this Trust Agreement or default in the performance or observance of any other of the covenants, agreements, or conditions on the part of the Corporation in this Trust Agreement or in the Bonds contained; or

(d) The issuance of an order of relief by the Bankruptcy Court of the United States District Court having valid jurisdiction, granting the Corporation relief under federal bankruptcy law, or the issuance by any other court having valid jurisdiction of an order or decree under applicable federal or state law providing for the appointment of a receiver, liquidator, assignee, trustee, or sequestrator (or other similar official) of the Corporation or any substantial part of its property, affairs, or assets, and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days; or

(e) The consent by the Corporation to the institution of proceedings in bankruptcy against it, or to the institution of any proceeding against it under any federal or state insolvency laws, or to the filing of any petition, application, or complaint seeking the appointment of a

receiver, liquidator, assignee, trustee, or sequestrator (or other similar official) of the Corporation or of any substantial part of its property, affairs, or assets.

#### SECTION 7.2. NOTICE OF DEFAULT.

In the event the Trustee becomes aware of the occurrence of any of the events described in Section 7.1 above with respect to the Purchase and Use Agreement, the Trustee shall give written notice of the Event of Default, by registered or certified mail, to the City and the Corporation, within ten days after the Trustee has knowledge of the Event of Default. If an Event of Default occurs of which the Trustee has notice as described in Section 6.2(f) hereof, the Trustee shall give written notice thereof, within 30 days after the Trustee's receipt of notice of its occurrence, to the Holders of all Outstanding Bonds as shown by the Register at the close of business 15 days prior to the mailing of that notice.

#### SECTION 7.3. REMEDIES; RIGHTS OF HOLDERS.

(a) General. Upon the occurrence and continuance of an Event of Default, the Trustee may pursue any available remedy to enforce the payment of any amounts due with respect to the Bonds or the observance and performance of any other covenant, agreement or obligation under this Trust Agreement, the Purchase and Use Agreement (including but not limited to the right to relet the Corporation Facilities as provided in Section 8.2 of the Purchase and Use Agreement) pertaining thereto or any other instrument providing security, directly or indirectly, for the Bonds. If, upon the occurrence and continuance of an Event of Default, the Trustee is requested so to do by the Holders of at least 51% of the aggregate of the principal amount of the Outstanding Bonds, the Trustee (subject to the provisions of Sections 6.1 and 6.2 hereof) shall exercise one or more rights and powers conferred by this Section as the Trustee, upon advice of counsel, deems most expedient in the interests of the Holders of such Bonds.

(b) Acceleration. Upon the occurrence of an Event of Default, and at any time thereafter while such Event of Default continues, then, and in each and every case, the Trustee in its own name and as trustee of an express trust, on behalf and for the benefit and protection of the Holders of all Outstanding Bonds, shall proceed upon the written request of the Holders of not less than 51% in principal amount of the Outstanding Bonds to declare the principal of all Outstanding Bonds, except as noted below, together with all accrued and unpaid interest thereon, if not already due, to be due and payable immediately, and upon any such declaration the same shall become and be due and payable immediately, anything contained in this Trust Agreement or any Supplemental Agreement or in any of the Bonds to the contrary notwithstanding. This provision is also subject, however, to the condition that, if at any time after the principal of the Bonds, together with the accrued and unpaid interest thereon and other moneys secured hereby, have been so declared due and payable and before any further action has been taken (other than the making of the above declaration), the principal amount of all Bonds which have matured either according to the maturity date or dates otherwise specified therein (except as a result of such declaration) and all arrears of interest upon all Bonds, except interest accrued but not yet due on said Bonds, have been paid or caused to be paid, and all other Events of Default, if any, which have occurred have been remedied, cured or secured, then and in each and every such case the Holders of 51% in principal amount of the Outstanding Bonds, by notice in writing delivered to the Trustee and the Corporation, may waive such Event of Default and its consequences and rescind and annul such



declaration. No such waiver or rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power related to such subsequent default.

(c) Other Remedies. In case any one or more of the Events of Default shall happen and be continuing, then and in every such case, but subject to the provisions of Section 7.7 hereof, the Holder of any Outstanding Bond or Trustee may, therefor, at the written direction of such Holder for the equal benefit and protection of all Holders of the Bonds similarly situated:

(i) by mandamus or other suit, action or proceedings at law or in the equity, enforce such Bondholder's right against the Corporation and require and compel the Corporation to perform and carry out its duties and obligations under this Trust Agreement or enforce any such remedies against the City pursuant to the Purchase and Use Agreement, and require and compel the Corporation to perform and carry out its covenants and agreements with the Bondholders;

(ii) by action or suit in equity require the Corporation to account as if such Corporation were the trustee of an express trust;

(iii) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders;

(iv) bring suit upon the Bonds;

(v) take such other action with respect to the Trust Estate, including obtaining the appointment of a receiver, as it may deem appropriate and apply any funds resulting therefrom as if such funds were Revenues; or

(vi) avail itself of any other remedy, whether at law or in equity, as it may determine to be appropriate.

(d) Remedies Under UCC. Subject to the terms of the Base Lease, the Trustee may exercise any rights, powers, or remedies it may have as a secured party under the UCC of the State, or other similar laws in effect.

(e) No Remedy Exclusive, Effect of Delay and Waiver. No remedy conferred upon or reserved to the Trustee (or to the Holders) by this Trust Agreement is intended to be exclusive of any other remedy. Each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or otherwise to the Trustee or to the Holders now or hereafter existing. No delay in exercising or omission to exercise any remedy, right or power accruing upon any default or Event of Default shall impair that remedy, right or power or shall be construed to be a waiver of any default or Event of Default or acquiescence therein. Every remedy, right and power may be deemed to be expedient. No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Holders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any remedy, right or power consequent thereon.

(f) Remedies Under Purchase and Use Agreement and Base Lease. As the assignee of all right, title and interest of the Corporation in and to the Purchase and Use Agreement and the Base Lease, the Trustee is empowered to enforce each remedy, right and power granted to the

Corporation under the Purchase and Use Agreement (except for the Reserved Rights and any other rights specifically reserved to the Corporation) and the Base Lease. In exercising any remedy, right or power under the Purchase and Use Agreement, the Base Lease or this Trust Agreement, the Trustee shall take any action which would best serve the interests of the Holders in the judgment of the Trustee and its counsel, applying the standards described in Sections 6.1 and 6.2 hereof.

#### SECTION 7.4. RIGHT OF HOLDERS TO DIRECT PROCEEDINGS.

Anything to the contrary in this Trust Agreement notwithstanding, the Holders of at least a majority in aggregate principal amount of the Outstanding Bonds shall have the right at any time to direct, by an instrument or document or instruments or documents in writing executed and delivered to the Trustee, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Trust Agreement or any other proceedings hereunder; provided, that (i) any direction shall not be other than in accordance with the provisions of law and of this Trust Agreement, (ii) the Trustee shall be indemnified as provided in Sections 6.1 and 6.2 hereof, and (iii) the Trustee may take any other action which it deems to be proper and which is not inconsistent with the direction.

#### SECTION 7.5. APPLICATION OF MONEYS.

(a) Unless the principal of all Outstanding Bonds shall have become or have been declared due and payable any funds received by the Trustee hereunder, after payment of costs and expenses of collection of such funds, shall be applied as follows (provided, however, that amounts on deposit in a subaccount of Acquisition Account or the Reserve Account established for the benefit of a particular series of Bonds shall be available solely with respect to such Bonds):

First: To the payment to the Persons entitled thereto of all installments of interest then due on the Bonds in the order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the person entitled thereto, without any discrimination or preference;

Second: To the payment to the Persons entitled thereto of the unpaid principal amounts or redemption premium, if any, of any Bonds which shall have become due (other than Bonds previously called for redemption in accordance with the provisions hereof), whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the principal amounts or redemption premium, if any, due on such date, to the Persons entitled thereto, without any discrimination or preference; and

Third: If, when there is not an Event of Default, the Trustee is required to expend funds to defend itself in a lawsuit which arises under a cause of action attacking the legality of the Bonds, the inclusion of interest earned on the Bonds in the gross income for Federal income tax purposes of a Holder, or the status of the Corporation as issuer, then, in such event the Trustee shall be entitled to a call on the funds for the same kinds of expenses as are described as costs and expenses of collection as described in (b) below.

(b) If the principal of all Outstanding Bonds shall have become or have been declared due and payable, any funds received by the Trustee hereunder, after payment of costs and expenses of collection, shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference; provided, however, that amounts on deposit in a subaccount of the Acquisition Account or the Reserve Account established for the benefit of a particular series of Bonds shall be available solely with respect to such Bonds. For purposes hereof, "costs and expenses of collection" shall include such expenses as are necessary for the Trustee to fulfill its obligation of due diligence to protect the interests of the Bondholders in the Trust Estate which may include the Trustee's expenses and fees for its duties administering this Trust Agreement while the Bonds are in default to include its normal fees, additional expenses resulting from managing any of the property forming part of the Trust Estate, expenses of counsel to represent the Trustee, expenses of any and all consultants employed by the Trustee and direct expenses of the Trustee to include the costs of preparing and mailing notices to Bondholders and other parties.

(c) If the principal of all Outstanding Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article, then, subject to the provisions of paragraph (b) of this Section in the event that the principal of all Outstanding Bonds shall later become due or be declared due and payable, moneys shall be applied in accordance with the provisions of paragraph (a) of this Section.

(d) Whenever moneys are to be applied pursuant to the provisions of this Section, those moneys shall be applied at such times, and from time to time, as the Trustee upon advice of counsel shall determine, having due regard to the amount of moneys available for application and the likelihood of additional moneys becoming available for application in the future. Whenever the Trustee shall direct the application of those moneys, it shall fix the date upon which the application is to be made, and upon that date, interest shall cease to accrue on the amounts of principal, if any, to be paid on that date, provided the moneys are available therefor. The Trustee shall give notice of the deposit with it of any moneys and of the fixing of that date, all consistent with the requirements of Section 3.5 hereof for the establishment of, and for giving notice with respect to, a Special Record Date for the payment of overdue interest. The Trustee shall not be required to make payment of principal of a Bond to the Holder thereof, until the Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if it is paid fully.

(e) Whenever all Bonds and interest thereon have been paid under the provisions of this Section and all expenses and charges of the Trustee and all amounts (if any) owed to the Bond Insurer have been paid, any balance remaining shall be paid to the Person entitled to receive the same; if no other Person shall be entitled thereto, then the balance shall be paid to the City or as a court of competent jurisdiction may direct.

#### SECTION 7.6. REMEDIES VESTED IN TRUSTEE.

All rights of action (including without limitation, the right to file proofs of claims) under this Trust Agreement or under any of the Bonds may be enforced by the Trustee without the

possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto. Any suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining any Holders as plaintiffs or defendants. Any recovery of judgment shall be for the benefit of the Holders of the Outstanding Bonds subject to the provisions of this Trust Agreement.

#### SECTION 7.7. RIGHTS AND REMEDIES OF HOLDERS.

A Holder of a Bond shall not have any right to institute any suit, action or proceeding for the enforcement of this Trust Agreement, for the execution of any trust hereof, or for the exercise of any other remedy hereunder, unless there has occurred and is continuing an Event of Default of which the Trustee has been notified or is deemed to have notice as provided in Section 6.2(f) hereof; the Holders of at least 51% in aggregate principal amount of the Outstanding Bonds shall have made written request to the Trustee and shall have afforded the Trustee reasonable opportunity to proceed to exercise the remedies, rights and powers granted herein or to institute the suit, action or proceeding in its own name, and shall have provided indemnity to the Trustee as provided in Sections 6.1 and 6.2 hereof; and the Trustee thereafter shall have failed or refused to exercise the remedies, rights and powers granted herein or to institute the suit, action or proceeding in its own name. Such notification (or notice), request, opportunity and provision of indemnity are conditions precedent in every case, to the institution of any suit, action or proceeding described above.

No one or more Holders of the Bonds shall have any right to affect, disturb or prejudice in any manner whatsoever the security or benefit of this Trust Agreement by its or their action, or to enforce, except in the manner provided herein, any remedy, right or power hereunder. Any suit, action or proceeding shall be instituted, had and maintained in the manner provided herein for the benefit of the Holders of all Outstanding Bonds. Nothing in this Trust Agreement shall affect or impair, however, the right of any Holder to enforce the payment of the principal and interest due on any Bond owned by that Holder at and after the due date thereof, at the place, from the sources and in the manner expressed in the Bond.

#### SECTION 7.8. TERMINATION OF PROCEEDINGS.

In case the Trustee shall have proceeded to enforce any remedy, right or power under this Trust Agreement in any suit, action or proceedings, and the suit, action or proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, the Corporation and the Holders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as if no suit, action or proceedings had been taken.

#### SECTION 7.9. WAIVERS OF EVENTS OF DEFAULT.

Except as hereinafter provided, at any time, the Trustee shall waive any Event of Default hereunder and its consequences upon the written request of the Holders of Bonds of least a majority in aggregate principal amount of Bonds Outstanding. There shall not be so waived, however, any Event of Default described in Section 7.1 (a) hereof unless at the time of such waiver payments of all amounts then due and payable with respect to the Bonds have been made or provision has been

made therefor. In the case of such waiver, or in case any suit, action or proceeding taken by the Trustee on account of any Event of Default shall have been discontinued, abandoned or determined adversely to it, the Trustee and the Holders shall be restored to their former positions and rights hereunder, respectively. No waiver or rescission shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

## **ARTICLE VIII – SUPPLEMENTAL AGREEMENTS**

### **SECTION 8.1. SUPPLEMENTAL AGREEMENTS GENERALLY.**

The Corporation and the Trustee may enter into Supplemental Agreements, as provided in this Article and pursuant to the other provisions therefor in this Trust Agreement.

### **SECTION 8.2. SUPPLEMENTAL AGREEMENTS NOT REQUIRING CONSENT OF HOLDERS.**

Without the consent of, or notice to, any of the Holders, the Corporation and the Trustee may enter into Supplemental Agreements which be for any one or more of the following purposes:

- (a) To cure any ambiguity, inconsistency or formal defect or omission in this Trust Agreement;
- (b) To grant to or confer upon the Trustee for the benefit of the Holders any additional rights, remedies, powers or authority that lawfully may be granted to or conferred upon the Holders or the Trustee;
- (c) To assign or declare additional monies as Revenues under this Trust Agreement;
- (d) To accept additional security and instruments and documents of further assurance with respect to the Facilities and the 2020 Real Property;
- (e) To add to the covenants, agreements and obligations under this Trust Agreement, other covenants, agreements and obligations to be observed for the protection of the Holders;
- (f) To evidence any succession to the Trustee and the assumption by its successor of the covenants, agreements and obligations of the Trustee under this Trust Agreement and the Bonds;
- (g) To permit the use of a Book Entry System to identify the owner of a proportionate interest in the payments under the Purchase and Use Agreement, whether that proportionate interest was formerly, or could be, evidenced by a tangible security;
- (h) To permit the Trustee to comply with any obligations imposed upon it by law;
- (i) To specify further the duties and responsibilities of the Trustee;
- (j) To achieve compliance of this Trust Agreement with any applicable federal securities or tax law;

(k) To make amendments to the provisions hereof relating to matters under the Code, if, in the opinion of nationally recognized bond counsel selected by the Corporation and approved by the Trustee, those amendments would not cause the interest on the Bonds to become includable in the gross incomes of the recipients thereof for Federal income tax purposes;

(l) To make provision of the issuance of Additional Bonds as provided for herein;

(m) To permit any other amendment which is not to the prejudice of the Trustee (in the judgment of the Trustee) or the Holders; or

(n) To reflect a change in law.

The provisions of paragraphs (h), (j) and (n) above shall not be deemed to constitute a waiver by the Trustee or any Holder of any right which it may have in the absence of those provisions to contest the application of any change in law to this Trust Agreement or the Bonds.

### SECTION 8.3. SUPPLEMENTAL AGREEMENTS REQUIRING CONSENT OF HOLDERS.

Exclusive of Supplemental Agreements to which reference is made in Section 8.2 hereof and subject to the terms, provisions and limitations contained in this Section, and not otherwise, with the consent of the Holders of not less than a majority in aggregate principal amount of the Outstanding Bonds at such time, evidenced as provided in this Trust Agreement, the Corporation and the Trustee may execute and deliver Supplemental Agreements adding any provisions to, changing in any manner or eliminating any of the provisions of this Trust Agreement or any Supplemental Agreement or restricting in any manner the rights of the Holders. Nothing in this Section or Section 8.2 hereof shall, however, be construed as permitting:

(a) without the consent of the Holder of each Bond so affected, (i) an extension of the maturity of the principal of or the interest on any Bond, or (ii) a reduction in the principal amount of any Bond or the rate of interest thereon, or

(b) without the consent of the Holders of all Outstanding Bonds, (i) the creation of a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (ii) a reduction in the aggregate principal amount of the Bonds required for consent to a Supplemental Agreement; provided, however, that the establishment of an escrow for the defeasance of a portion of the Bonds shall not be deemed to constitute the creation of a privilege or priority for the benefit of the Bonds to be defeased.

If the Corporation shall request that the Trustee execute and deliver any Supplemental Agreement for any of the purposes of this Section, upon (i) being satisfactorily indemnified with respect to its expenses and liability in connection therewith, and (ii) if required by Section 8.4 hereof, receipt of the City's consent to the proposed execution and delivery of the Supplemental Agreement, the Trustee shall cause notice of the proposed execution and delivery of the Supplemental Agreement to be mailed by first class mail, postage prepaid, to all Holders of Outstanding Bonds at their addresses as they appear on the Register at the close of business on the 15<sup>th</sup> day preceding that mailing.

The Trustee shall not be subject to any liability to any Holder by reason of the Trustee's failure to mail, or the failure of any Holder to receive, the notice required by this Section. Any failure of that nature shall not affect the validity of the Supplemental Agreement when there has been consent thereto as provided in this Section. The notice shall set forth briefly the nature of the proposed Supplemental Agreement and shall state that copies thereof are on file at the principal trust office of the Trustee for inspection by all Holders.

If the Trustee shall receive, within a period described by the Trustee at the written direction of the Corporation of not less than 60 days but not exceeding one year, following the mailing of the notice, an instrument or document or instruments or documents (which instrument or document or instruments or documents shall refer to the proposed Supplemental Agreement in the form described in the notice), by which the Holders of not less than a majority in aggregate principal amount of the Outstanding Bonds consent to the execution of such Supplemental Agreement, the Trustee shall, but shall not otherwise, execute and deliver the Supplemental Agreement in substantially the form to which reference is made in the notice as being on file with the Trustee, without liability or responsibility to any Holder, regardless of whether that Holder shall have consented thereto.

Any consent shall be binding upon the Holder of the Bond giving the consent and, anything herein to the contrary notwithstanding, upon any subsequent Holder of that Bond and of any Bond executed and delivered in exchange therefor (regardless of whether the subsequent Holder has notice of the consent to the Supplemental Agreement). A consent may be revoked in writing, however, by the Holder who gave the consent or by a subsequent Holder of the Bond by a revocation of such consent received by the Trustee prior to the execution and delivery by the Trustee of the Supplemental Agreement. At any time after the Holders of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the Trustee shall make and file with the City a written statement that the Holders of the required percentage of Bonds have filed those consents. That written statement shall be conclusive evidence that the consents have been so filed.

If the Holders of the required percentage in aggregate principal amount of Outstanding Bonds shall have consented to the Supplemental Agreement, as provided in this Section, no Holder shall have any right (a) to object to (i) the execution or delivery of the Supplemental Agreement, (ii) any of the terms and provisions contained therein, or (iii) the operation thereof, (b) to question the propriety of the execution and delivery thereof, or (c) to enjoin or restrain the Trustee from that execution or delivery or from taking any action pursuant to the provisions thereof.

#### SECTION 8.4. CONSENT OF CITY.

Anything contained herein to the contrary notwithstanding, a Supplemental Agreement executed and delivered in accordance with this Article VIII which affects any rights or obligations of the City shall not become effective unless and until the City shall have consented in writing to the execution and delivery of that Supplemental Agreement. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Agreement and a copy of the proposed Supplemental Agreement to be mailed to the City, as provided in Section 12.3 hereof, (i) at least 30 days (unless waived in writing by the City) before the date of the proposed execution and delivery in the case of a Supplemental Agreement to which reference is made in Section 8.2 hereof,

and (ii) at least 30 days (unless waived in writing by the City) before the giving of the notice of the proposed execution and delivery in the case of a Supplemental Agreement for which provision is made in Section 8.3 hereof.

#### SECTION 8.5. AUTHORIZATION TO TRUSTEE; EFFECT OF SUPPLEMENTAL AGREEMENT.

The Trustee is authorized to join with the Corporation in the execution and delivery of any Supplemental Agreement in accordance with this Article and to make the further agreements and stipulations which may be contained therein with the following effect:

- (a) That Supplemental Agreement shall form a part of this Trust Agreement;
- (b) All terms and conditions contained in that Supplemental Agreement as to any provision authorized to be contained therein shall be deemed to be a part of the terms and conditions of this Trust Agreement for any and all purposes;
- (c) This Trust Agreement shall be deemed to be modified and amended in accordance with the Supplemental Agreement; and
- (d) The respective rights, duties and obligations under this Trust Agreement of the Corporation, the Trustee and all Holders of Outstanding Bonds shall be determined, exercised and enforced hereunder in a manner which is subject in all respects to those modifications and amendments made by the Supplemental Agreement.

Express reference to any executed and delivered Supplemental Agreement may be made in the text of any Bonds executed and delivered thereafter, if that reference is deemed necessary or desirable by the Corporation. The Trustee shall not be required to execute a Supplemental Agreement containing provisions adverse to the Trustee.

#### SECTION 8.6. FAVORABLE OPINION OF BOND COUNSEL.

The Trustee shall be entitled to receive, and shall be fully protected in relying upon, a Favorable Opinion of Bond Counsel in connection with any proposed Supplemental Agreement. Prior to taking any action hereunder, the Trustee shall be entitled to assurance as to the payment of the fees and expenses of any counsel providing such opinion.

#### SECTION 8.7. MODIFICATION BY UNANIMOUS CONSENT.

Notwithstanding anything contained elsewhere in this Trust Agreement, the rights and obligations of the Trustee and of the Holders of the Bonds, and the terms and provisions of the Bonds and this Trust Agreement or any Supplemental Agreement, may be modified or altered in any respect with the consent of (i) the Trustee, (ii) the Holders of all of the Outstanding Bonds, and (iii) if required by Section 8.4 hereof, the City.

### **ARTICLE IX – DEFEASANCE**



#### SECTION 9.1. DEFEASANCE.

(a) When the principal or redemption price (as the case may be) of, and interest on, any of the Bonds issued hereunder has been paid, or provision shall have been made for payment of the same, together with the compensation of the Trustee and all other sums payable hereunder by the Corporation and the City (including but not limited to amounts (if any) owed to the Bond Insurer), the right, title and interest of the Trustee with respect to such Bonds shall thereupon cease and the Trustee shall release this Trust Agreement and shall execute such documents to evidence such releases as may be reasonably required by the Corporation and shall turn over to the Corporation or to such person, body or authority as may be entitled to receive the same all balances then held by it hereunder; provided, however, that the City shall in all events remain liable under the Purchase and Use Agreement (subject to Section 4.7 thereof) until all amounts due and owing thereunder have been paid.

(b) Provision for the payment of the Bonds shall be deemed to have been made when the Trustee holds, in an irrevocable deposit, under the provisions hereof (i) cash in an amount sufficient to make all payments specified above with respect to all of such Bonds, (ii) Defeasance Obligations maturing on or before the date or dates when the payments specified above shall become due, the principal amount of which and the interest thereon, when due, is or will be, in the aggregate, sufficient without reinvestment to make all payments specified above with respect to such Bonds, or (iii) any combination of such cash and such Defeasance Obligations the amounts of which and interest thereon, when due, are or will be, in the aggregate, sufficient without reinvestment to make all payments specified above on such Bonds; provided that, to the extent such deposit does not consist of cash, the Trustee shall have received a report of an independent accountant or firm of accountants verifying that the computations of the amount available from Defeasance Obligations when added to any cash available shall be sufficient to meet the requirements hereof.

(c) Neither the obligations nor the moneys deposited with the Trustee pursuant to this Section shall be withdrawn or used for any purpose other than, and shall be segregated and held in trust for, the payment of the principal or redemption price of, and interest on, said Bonds.

(d) Whenever moneys or obligations shall be deposited with the Trustee for the payment or redemption of Bonds more than 60 days prior to the date that such Bonds are to mature or be redeemed, the Trustee shall mail a notice stating that such moneys or obligations have been deposited and identifying the Bonds for the payment of which such moneys or obligations are being held, to the Holders of such Bonds.

#### SECTION 9.2. SURVIVAL OF CERTAIN PROVISIONS.

Notwithstanding the foregoing, any provisions of this Trust Agreement which relate to the maturity of Bonds, interest payments and dates thereof, exchange, transfer and registration of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, nonpresentment of Bonds, the holding of moneys in trust, and payments to the City from the Bond Fund pertaining to the Purchase and Use Agreement and the duties of the Trustee in connection with all of the foregoing, shall remain in effect and be binding upon the Trustee and

the Holders, notwithstanding, the release and discharge of this Trust Agreement. The provisions of this Article shall survive the release, discharge and satisfaction of this Trust Agreement.

## **ARTICLE X – ADDITIONAL COVENANTS AND AGREEMENTS OF THE TRUSTEE**

### **SECTION 10.1. ADDITIONAL COVENANTS AND AGREEMENTS OF THE TRUSTEE.**

In addition to any other covenants and agreements of the Trustee in this Trust Agreement, the Trustee further covenants and agrees for the benefit of the Holders as follows:

(a) Register. At reasonable times and under reasonable regulations established by the Trustee, the Register for the Bonds may be inspected and copied by the Corporation, the City or Holders of 51% or more in principal amount of the Outstanding Bonds, or a designated representative therefor.

(b) Rights and Enforcement of Base Lease and Purchase and Use Agreement. The Trustee may and shall enforce, in its name, all rights of the Corporation under the Base Lease and the Purchase and Use Agreement for and on behalf of the Holders. The Trustee covenants and agrees to perform all obligations and duties imposed on it by assignment hereunder, and to enforce all covenants, agreements and obligations of the City under and pursuant to the Base Lease and the Purchase and Use Agreement. The Trustee will do all things and take all actions on its part necessary to comply with covenants, agreements, obligations, duties and responsibilities on its part to be observed or performed under the Base Lease and the Purchase and Use Agreement, and will take all actions within its authority to keep the Base Lease and the Purchase and Use Agreement in effect in accordance with the terms thereof. The Trustee's obligations under this paragraph are subject to the provisions of Section 7.3(f) hereof.

### **SECTION 10.2. OBSERVANCE AND PERFORMANCE OF COVENANTS, AGREEMENTS, AUTHORITY AND ACTIONS.**

The Trustee will observe and perform faithfully at all times all covenants, agreements, authority, actions, undertakings, stipulations and provisions to be observed or performed on its part under this Trust Agreement and the Bonds.

The Trustee represents and warrants that (a) it is duly authorized to execute and deliver this Trust Agreement and to perform its obligations hereunder in the manner and to the extent set forth in this Trust Agreement and, (b) all actions required on its part to be performed for the execution and delivery of the Bonds and this Trust Agreement have been or will be taken duly and effectively.

## **ARTICLE XI – AMENDMENTS TO BASE LEASE AND PURCHASE AND USE AGREEMENT**

### **SECTION 11.1. AMENDMENTS NOT REQUIRING CONSENT OF HOLDERS.**

Without the consent of or notice to the Holders, the Trustee, as trustee and as lessee by assignment, at the written direction of the Corporation, shall consent to any amendment, change or modification of the Base Lease and the Purchase and Use Agreement as may be required (i) by

the provisions of the Base Lease, the Purchase and Use Agreement or this Trust Agreement, (ii) for the purpose of curing any ambiguity, inconsistency or formal defect or omission in the Base Lease or the Purchase and Use Agreement, (iii) in connection with an amendment or to effect any purpose for which there could be an amendment of this Trust Agreement pursuant to Section 8.2 hereof, (iv) in connection with the issuance of Additional Bonds as provided for herein, or (v) in connection with any other change therein which is not to the prejudice of the Trustee (in the judgment of the Trustee) or the Holders. No such consent or notice to the Holders shall be required with respect to any amendment to add to the description of the 2020 Real Property any Additional Real Property or to delete property from the description thereof consistent with the provisions of the Purchase and Use Agreement and the Base Lease.

#### SECTION 11.2. AMENDMENTS REQUIRING CONSENT OF HOLDERS.

Except for the amendments, changes or modification contemplated in Section 11.1 hereof, the Trustee shall not consent to:

(a) Any amendment, change or modification of the Purchase and Use Agreement which would change the amount or time as of which Base Payments are required to be paid without the giving of notice as provided in this Section of the proposed amendment, change or modification and receipt of the written consent thereto of the Holders of all of the Outstanding Bonds; provided that this requirement shall not apply to amendments that modify Installment Payments under the Purchase and Use Agreement to provide for Additional Bonds hereunder; or

(b) Any amendment, change or modification of the Purchase and Use Agreement without the giving of notice as provided in this section of the proposed amendment, change or modification and the receipt of the written consent thereto of the Holders of not less than a majority in aggregate principal amount of the Outstanding Bonds.

The consent of the Holders shall be obtained as provided in Section 8.3 hereof with respect to Supplemental Agreements. If the City shall request at any time the consent of the Trustee to any proposed amendment, change or modification of the Purchase and Use Agreement contemplated in subsections (a) or (b), upon being indemnified satisfactorily with respect to expenses and liability, the Trustee shall cause notice of the proposed amendment, change or modification to be provided in the manner which is required by Section 8.3 hereof with respect to notice of Supplemental Agreements. The notice shall set forth briefly the nature of the proposed amendment, change or modification and shall state that the copies of the instrument or document embodying it are on file at the designated corporate trust office of the Trustee for inspection by all Holders.

### **ARTICLE XII – MISCELLANEOUS**

#### SECTION 12.1. LIMITATION OF RIGHTS.

With the exception of rights conferred expressly in this Trust Agreement, nothing expressed or mentioned in or to be implied from the Base Lease, the Purchase and Use Agreement or the Bonds is intended or shall be construed to give to any Person and the parties hereto and the

Holders of the Bonds and the Bond Insurer any legal or equitable right, remedy, power or claim under or with respect to this Trust Agreement or any covenants, agreements, conditions and provisions contained herein. This Trust Agreement and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the parties hereto and the Holders of the Bonds and the Bond Insurer as provided herein.

#### SECTION 12.2. SEVERABILITY.

In case any section or provision of this Trust Agreement, or any covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Trust Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder thereof or any other section or provision of this Trust Agreement or any other covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Trust Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein and shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law from time to time.

#### SECTION 12.3. NOTICES.

Except as provided in Section 7.2 hereof, it shall be sufficient service or giving of any notice, request, complaint, demand or other instrument or document, if it is mailed by first class mail, postage prepaid. Notices to the Corporation, the City and the Trustee shall be addressed as follows:

If to the City:

City of Hartsville, South Carolina  
Attn: City Manager  
P.O. Drawer 2497  
Hartsville, SC 29551

If to the Corporation:

Hartsville Public Facilities Corporation  
Attn: President

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Hartsville, SC 29802

(with copy to the City as described above)

If to the Trustee:

Regions Bank  
1180 West Peachtree Street, Suite 1200  
Atlanta, Georgia 30309  
Attention: Corporate Trust Department

Duplicate copies of each notice, request, complaint, demand or other instrument or document given hereunder by the Corporation, the Trustee or the City to one or more of the others also shall be given to the others. The foregoing parties may designate, by notice given hereunder, any further or different addresses to which any subsequent notice, request, complaint, demand or other instrument or document shall be sent.

In connection with any notice mailed pursuant to the provisions of this Trust Agreement, a certificate of the Trustee, the Corporation, the City or the Holders of the Bonds, whichever or whoever mailed that notice, that the notice was so mailed shall be conclusive evidence of the proper mailing of the notice.

#### SECTION 12.4. SUSPENSION OF MAIL.

If because of the suspension of delivery of first class mail or, for any other reason, the Trustee shall be unable to mail by the required class of mail any notice required to be mailed by the provisions of this Trust Agreement, the Trustee shall give such notice in such other manner as in the judgment of the Trustee shall most effectively approximate mailing thereof, and the giving of that notice in that manner for all purposes of the Purchase and Use Agreement shall be deemed to be in compliance with the requirement for the mailing thereof. Except as otherwise provided herein, the mailing of any notice shall be deemed complete upon deposit of that notice in the mail and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the delivery service.

#### SECTION 12.5. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS.

If any Bond Payment Date, redemption date or date of maturity of the principal of any Bonds is not a Business Day, then payment of interest, redemption premium (if any) or principal need not be made by the Trustee on that date, and that payment may be made on the next succeeding Business Day on which the Trustee is open for business with the same force and effect as if that payment were made on the Bond Payment Date, redemption date or date of maturity and no interest shall accrue for the period after that date.

#### SECTION 12.6. INSTRUMENTS OF HOLDERS.

Any writing, including without limitation, any consent, request, direction, approval, objection or other instrument or document, required under this Trust Agreement to be executed by any Holder may be in any number of concurrent writings of similar tenor and may be executed by that Holder in person or by an agent or attorney appointed in writing. Proof of (i) the execution of any writing, including without limitation, any consent, request, direction, approval, objection or other instrument or document, (ii) the execution of any writing appointing any agent or attorney, and (iii) the ownership of Bonds, shall be sufficient for any of the purposes of this Trust Agreement, if made in the following manner, and if so made, shall be conclusive in favor of the Trustee with regard to any action taken thereunder, namely:

(a) The fact and date of the execution by any person of any writing may be proved by the certificate of any officer in any jurisdiction, who has power by law to take acknowledgments

within that jurisdiction, that the person signing the writing acknowledged that execution before that officer, or by affidavit of any witness to that execution; and

- (b) The fact of ownership of Bonds shall be proved by the Register.

Nothing contained herein shall be construed to limit the Trustee to the foregoing proof, and the Trustee may accept any other evidence of the matters stated therein which it deems to be sufficient. Any writing, including without limitation, any consent, request, direction, approval, objection or other instrument or document, of the Holder of any Bond shall bind every future Holder of the same Bond, with respect to anything done or suffered to be done by the Corporation or the Trustee pursuant to that writing.

#### SECTION 12.7. PRIORITY OF THIS TRUST AGREEMENT.

This Trust Agreement and the lien created hereby shall be superior to any other liens which may be placed upon the Revenues or any Funds (or Accounts therein) created pursuant hereto, except such liens as may be required or mandated by applicable law.

#### SECTION 12.8. EXTENT OF COVENANTS; NO PERSONAL LIABILITY.

All covenants, stipulations, obligations and agreements of the Trustee contained in this Trust Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the Trustee as such to the full extent authorized by law. No covenant, stipulation, obligation or agreement of the Trustee contained in this Trust Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any past, present or future member, officer, director, attorney, agent or employee of the Trustee or the Corporation in other than that person's official capacity. No official executing the Bonds, this Trust Agreement or any amendment or supplement hereto or thereto, shall be liable personally on the Bonds or be subject to any personal liability or accountability by reasons of the issuance or execution hereof or thereof.

#### SECTION 12.9. CONTINUING DISCLOSURE.

The City has covenanted in the Purchase and Use Agreement to provide information under Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("15c2-12"), as an Obligated Person (as defined in 15c2-12).

#### SECTION 12.10. BINDING EFFECT.

This Trust Agreement shall inure to the benefit of and shall be binding upon the Corporation and upon the Trustee, and their respective successors and assigns, subject, however, to the limitations contained herein.

#### SECTION 12.11. COUNTERPARTS.

This Trust Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

SECTION 12.12. GOVERNING LAW.

This Trust Agreement and the Bonds shall be deemed to be contracts made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

SECTION 12.13. LIMITATION OF LIABILITY OF CORPORATION.

All payments to be made by the Corporation or obligations of the Corporation hereunder are payable solely from the Trust Estate and Revenues derived therefrom.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Corporation has caused this Trust Agreement to be executed and delivered for it and in its name and on its behalf by its duly authorized officers, and the Trustee has caused this Trust Agreement to be executed and delivered for it and in its name and on its behalf by its duly authorized officer, on the dates of the respective acknowledgments but all as of the day and year first above written.

**HARTSVILLE PUBLIC FACILITIES  
CORPORATION**

(SEAL)

Attest:

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

**REGIONS BANK**

By: \_\_\_\_\_  
Senior Vice President



## [FORM OF SERIES 2020 BONDS]

Registered

No. R-1

\$ \_\_\_\_\_

HARTSVILLE PUBLIC FACILITIES CORPORATION  
 INSTALLMENT PURCHASE REVENUE BONDS  
 (CITY OF HARTSVILLE CITY HALL REFINANCING)  
 SERIES 2020

<b>Interest Rate</b>	<b>Maturity Date</b>	<b>Dated Date</b>	<b>CUSIP</b>
_____ %	June 1, _____	_____, 2020	_____

Holder: CEDE &amp; CO.

Principal Amount: \_\_\_\_\_ DOLLARS

Hartsville Public Facilities Corporation (the “Corporation”), a nonprofit corporation organized and existing under the laws of the State of South Carolina (the “State”), for value received hereby acknowledges itself obligated to, and promises to pay the Holder identified above, or registered assigns, but only out of the sources pledged for that purpose as hereinafter provided, and not otherwise, on the Maturity Date set forth above, and to pay interest on the unpaid balance of said sum from the most recent [June 1 or \_\_\_\_\_ 1] to which interest has been paid or for which due provision has been made or, if no interest has been paid, from the Dated Date set forth above, at the rate of interest per annum set forth above (calculated on the basis of a 360-day year of twelve 30-day months) payable on [June 1 and \_\_\_\_\_ 1] (each a “Bond Payment Date”) of each year commencing [\_\_\_\_\_ 1, 2021], until the Corporation’s obligation with respect to payment of the principal amount is discharged.

Interest is payable to the person in whose name this bond is registered at the close of business on the 15<sup>th</sup> day next preceding each Bond Payment Date, except that interest not duly paid or provided for when due shall be payable to the person in whose name this bond is registered at the close of business on a special record date to be fixed for the payment of defaulted interest. Such defaulted interest shall be payable to the Holder in whose name such Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed to the Holders of the Bonds not less than five days prior to such special record date to Holder thereof at the address as it appears on the bond register not less than ten days preceding such special record date. If the Trustee registers the transfer of this bond subsequent to

the mailing of such notice and on or before the special record date, any such notice of payment of defaulted interest shall be binding upon the transferee and a copy of the notice of payment of defaulted interest shall be delivered by the Trustee to the transferee along with the bond or bonds.

Principal of and interest on this bond are payable in lawful money of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts. Payments of interest will be made by check or draft drawn upon Regions Bank, as trustee (the "Trustee"), and mailed to the person entitled thereto. Principal, when due, shall be paid upon surrender of this bond at the designated corporate trust office of the Trustee in Columbia, South Carolina. At the written request addressed to the Trustee or the Holder of the Bonds in the aggregate principal amount of at least \$1,000,000, interest and redemptions of principal shall be paid by wire transfer or other means acceptable to the Trustee to an account within the continental United States by prior written instructions filed with the Trustee not later than the Record Date for such purpose.

This bond is one of a series of Bonds of the Corporation limited in aggregate original face amount to [\$\_\_\_\_\_] and designated as "Hartsville Public Facilities Corporation, Installment Purchase Revenue Bonds (City of Hartsville City Hall Refinancing), Series 2020 (the "Bonds"), issued under a Trust Agreement, dated \_\_\_\_\_, 2020 (the "Trust Agreement"), between the Corporation and the Trustee, to provide funds to (i) defray the costs of certain information technology upgrades to the City Council Chambers, which constitute a portion of the Facilities; (ii) provide for the redemption of City's (a) originally issued \$1,224,500 General Obligation Bond, Series 2012 of the City of Hartsville, South Carolina, dated June 29, 2012; (b) originally issued \$3,665,000 Special Obligation Bonds Series 2012, dated June 29, 2012, (c) originally issued \$350,419 Lease-Purchase Financing, dated May 26, 2017; (d) originally issued \$545,632 Lease-Purchase Financing, dated May 26, 2017; (e) originally issued \$850,000 Lease-Purchase Financing, dated May 25, 2018; and (f) originally issued \$329,504 Lease-Purchase Financing, dated September 10, 2019; and (iii) pay the costs of issuance of the Bonds.

The City Council of the City has enacted an ordinance, dated July 14, 2020, approving the Corporation and the issuance of the Bonds by the Corporation. The City has leased the real property on which the Facilities (as defined in the hereinafter defined Purchase and Use Agreement) are located to the Corporation under the terms of a Base Lease Agreement dated as of August 1, 2020 (the "Base Lease").

The Bonds and the interest thereon and redemption premium, if any, shall be an obligation of the Corporation, and shall be secured by and payable from the Trust Estate (as defined in the Trust Agreement). The Bonds do not and shall not be deemed to constitute or create an indebtedness, liability or obligation of City within the meaning of any State constitutional provision or statutory limitation or a pledge of the faith and credit of the City. The Bonds and the interest thereon are payable from and secured by the Trust Estate as described in and subject to limitations set forth in the Trust Agreement for the equal and ratable benefit of the Holder, from time to time, of the Bonds.

Pursuant to the Trust Agreement, the Corporation has granted to the Trustee for the benefit of the owners of the Bonds, a security interest in the Trust Estate which includes the Revenues (as defined in the Trust Agreement) consisting of the Installment Payments (as defined in the Trust

Agreement) payable by the City under the Installment Purchase and Use Agreement dated [\_\_\_\_\_, 2020] (the “Purchase and Use Agreement”), between the Corporation and the City, any other sums arising under the Purchase and Use Agreement, amounts on deposit from time to time in the funds and accounts created pursuant to the Trust Agreement and the investment income therefrom. The Trust Agreement further provides that the Corporation may issue additional bonds secured on a parity with the Bonds by the Trust Estate under the terms and conditions and to the extent described in the Trust Agreement. The City’s obligation to pay Installment Payments under the Purchase and Use Agreement is subject to annual appropriations and the obligation may be terminated at the end of any fiscal year of the City by an Event of Nonappropriation (as defined in the Purchase and Use Agreement). UPON THE OCCURRENCE OF AN EVENT OF NONAPPROPRIATION, THE CITY MAY TERMINATE THE PURCHASE AND USE AGREEMENT AS OF THE END OF THE FISCAL YEAR DURING WHICH SUCH EVENT OF NONAPPROPRIATION OCCURS, AND THE CITY SHALL NOT BE OBLIGATED TO MAKE PAYMENT OF THE INSTALLMENT PAYMENTS BEYOND THE END OF SUCH FISCAL YEAR.

Counterparts or copies of the Trust Agreement, the Purchase and Use Agreement, the Base Lease and the other documents referred to herein are on file at the corporate trust office of the Trustee in Atlanta, Georgia, and reference is hereby made thereto and to the documents referred to therein for the provisions thereof, including the provisions with respect to the rights, obligations, duties and immunities of the Corporation, the City, the Trustee and the Holder of the Bonds under such documents, the security for the Bonds and the conditions under which additional bonds may be issued thereunder to all of which the Holder hereof, by acceptance of this bond, assents.

[The Bonds are subject to redemption prior to maturity as provided in the Trust Agreement, and as described in the following lettered paragraphs:

(a) In the event the City exercises its option pursuant to the Purchase and Use Agreement to prepay Base Payments, the Bonds maturing after June 1, 20\_\_, will be redeemed in whole on any date or in part on any date, on or after June 1, 20\_\_, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the redemption date.]

[(b) The Bonds maturing on June 1, 20\_\_, are subject to mandatory sinking fund redemption, at a redemption price equal to the principal amount to be redeemed plus accrued interest, if any, to the redemption date, without premium on June 1 of the years and in the amounts as follows:

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

\*

\*Final maturity

Notice of redemption shall be given by the Trustee by first class mail, postage prepaid, to the Holders of the Bonds to be redeemed at their addresses appearing on the Register maintained by the Trustee, said mailing to be not less than 30 days, but not more than 60 days, prior to the redemption date. Failure of the Trustee to give any notice of redemption or any defects in such notice shall not affect the validity of the redemption of any other Bonds.]

The Holder of this bond shall have no right to enforce the provisions of the Trust Agreement or to institute an action to enforce the covenants thereof, or to take any action with respect to a default hereof, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Agreement.

Upon the occurrence of certain Events of Default (as defined in the Trust Agreement), all Bonds may be declared immediately due and payable and thereupon shall become and be immediately due and payable as provided in the Trust Agreement.

The Bonds are issuable only in fully registered form. Subject to the limitations provided for in the Trust Agreement, this bond may be exchanged for a like aggregate principal amount payable at maturity of Bonds of the same maturity, principal amount and interest rate in authorized denominations.

The Bonds are transferable by the Holder thereof in person or by his attorney duly authorized in writing at the designated corporate trust office of the Trustee, but only in the manner and subject to the limitations provided for in the Trust Agreement and upon surrender and cancellation of this bond. Upon such transfer a new Bond or Bonds of the same maturity and interest rate and in authorized denominations for the same aggregate principal amount and interest rate payable at maturity will be issued to the transferee in exchange. The Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Trust Agreement in connection with the exchange or transfer. The Trustee need not exchange or register the transfer of a Bond which has been selected for redemption and need not exchange or register the transfer of any Bond for a period of 15 days before a selection of Bonds to be redeemed or before any [June 1 or December 1]. The Corporation, the City, the Trustee and any paying agent may treat the Holder of this bond as the absolute owner for the purpose of receiving payment as herein provided and for all other purposes and none of them shall be affected by any notice to the contrary.

Under the laws of the State, this Bond and the income herefrom are exempt from all State, City, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this bond have existed, have happened and have been performed in due form, time and manner as required by law.

IN WITNESS WHEREOF, the Corporation has caused this bond to be executed and attested by the manual signatures of its duly authorized officers, and this bond to be authenticated by the manual signature of an authorized representative of the Trustee, without which authentication this bond shall not be valid nor entitled to the benefits of the Trust Agreement.

**HARTSVILLE PUBLIC  
FACILITIES CORPORATION**

(SEAL)

Attest:

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

**TRUSTEE'S AUTHENTICATION CERTIFICATE**

The undersigned Trustee hereby certifies that this is one of the Bonds described in the within mentioned Trust Agreement.

Date of Authentication: \_\_\_\_\_, 2020

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By: \_\_\_\_\_  
[Vice President]

[FORM OF ASSIGNMENT]

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

---

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(please print or type name and address of Transferee 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.

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Signature

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(Authorized Officer)

Dated:

[FORM OF REQUISITION]

**DIRECTION TO MAKE DISBURSEMENT**

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

Regions Bank  
1180 West Peachtree Street, Suite 1200  
Atlanta, Georgia 30309  
Attention: Corporate Trust Department

Re: \$\_\_\_\_\_ Hartsville Public Facilities Corporation, Installment Purchase Revenue Bonds  
(City of Hartsville City Hall Refinancing), Series 2020

Gentlemen:

As Trustee under the Trust Agreement dated \_\_\_\_\_, 2020 (the “Trust Agreement”), between you and Hartsville Public Facilities Corporation (the “Corporation”) and in accordance with the provisions of Section 5.3 of the Trust Agreement, you are hereby directed to disburse from the Project Fund the sum of \$\_\_\_\_\_, payable to the persons and in the amounts and at the addresses set forth in Schedule I attached hereto, said sum being the total of amounts due for or attributable to the items described in said Schedule I. Included herewith is documentation supporting the payments requested herein.

In this connection, we further certify to you as follows:

A. The amounts to be paid hereunder (i) are due and payable, (ii) are for costs of the 2020 Project that are properly capitalizable into the cost of acquiring tangible real or tangible personal property, and (iii) have not been the subject of any previous requisition from the Project Fund.

B. All representations and warranties of the City of Hartsville, South Carolina (the “City”) and the Corporation, as the case may be, in the Purchase and Use Agreement are true and correct in all material respects as of the date hereof.

C. Neither the City nor the Corporation, as the case may be, is in default in any material respects under any provisions of the Purchase and Use Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF HARTSVILLE, SOUTH CAROLINA

By: \_\_\_\_\_  
City Representative

HARTSVILLE PUBLIC FACILITIES  
CORPORATION

By: \_\_\_\_\_  
Corporation Representative



**[FORM OF FINAL REQUISITION]**

**DIRECTION TO MAKE FINAL DISBURSEMENT**

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

Regions Bank  
1180 West Peachtree Street, Suite 1200  
Atlanta, Georgia 30309  
Attention: Corporate Trust Department

Re: \$\_\_\_\_\_ Hartsville Public Facilities Corporation, Installment Purchase Revenue Bonds  
(City of Hartsville City Hall Refinancing), Series 2020

Gentlemen:

As Trustee under the Trust Agreement dated \_\_\_\_\_, 2020 (the "Trust Agreement"), between you and Hartsville Public Facilities Corporation (and the "Corporation") and in accordance with the provisions of Section 5.3(c) of the Trust Agreement, you are hereby directed to disburse from the Project Fund, the total sum of \$\_\_\_\_\_, payable to the persons and in the amounts and at the addresses set forth in Schedule I attached hereto, said sum being the total of amounts due for or attributable to the items described in said Schedule I. Said sum represents the final requisition from said Project Fund. Included herewith is documentation supporting the payments requested herein.

In this connection, we further certify to you as follows:

A. The amounts to be paid hereunder (i) are due and payable, (ii) are for costs of the 2020 Project that are properly capitalizable into the cost of acquiring tangible real and tangible personal property, and (iii) have not been the subject of any previous requisition from the Project Fund.

B. All representations and warranties of City of Hartsville, South Carolina (the "City") and the Corporation, as the case may be, in the Purchase and Use Agreement are true and correct in all material respects as of the date hereof.

C. Neither the City nor the Corporation, as the case may be, is in default in any material respects under any provisions of the Purchase and Use Agreement.

D. The 2020 Project is free and clear of all liens and encumbrances for labor or materials furnished by the Corporation and all contractors, subcontractors and materialmen retained by the City and all contractors, subcontractors and materialmen performing work on the 2020 Project have been, or upon receipt by the City of the payment of the final requisition request will be, paid

in full, except for those the Corporation is contesting in good faith and with due diligence as permitted under the Purchase and Use Agreement.

We further certify to you that the 2020 Project has been substantially completed in accordance with the terms and conditions of the Purchase and Use Agreement, and that the 2020 Project as completed complies in all material respects with all applicable governmental regulations.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF HARTSVILLE, SOUTH CAROLINA

By: \_\_\_\_\_  
City Representative

HARTSVILLE PUBLIC FACILITIES  
CORPORATION

By: \_\_\_\_\_  
Corporation Representative



**REQUEST FOR  
COUNCIL AGENDA**  
The City of Hartsville

Agenda Date:  
7/14/2020

To: City Council  
From: City Manager

Ordinance Number: 4394 Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

AN ORDINANCE AMENDING AND RESTATING CERTAIN PROVISIONS OF CHAPTER 58, ARTICLE IV.

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**BACKGROUND SUMMARY:**

This amends Ordinance 4314 (December 12, 2017) to expand the consumption boundaries to include the Canal District and The Vista. See Exhibit A Map. This is needed to consider new development and the continued development of the Canal District.

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**IMPACT IF DENIED:**

If not approved, new development occurring adjacent to the existing boundaries will not be able to participate in creating a larger more vibrant downtown district.

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**IMPACT IF APPROVED:**

If approved, the Canal District including the new brewery and The Vista can participate in the open consumption area thereby making it more attractive to existing and future development, and special events.

---

**FINANCIAL IMPACT:**

There will be no additional costs incurred by the city as a result of this amendment. A positive financial impact would occur with an increase of Hospitality Taxes by expanding boundaries. Additionally, the Canal District would be more attractive to future developers having it within the consumption boundaries.

---

**ATTACHMENTS:**

Description

- ▣ Ordinance 4394 with Exhibit Map

## ORDINANCE 4394

### AN ORDINANCE AMENDING AND RESTATING CERTAIN PROVISIONS OF CHAPTER 58, ARTICLE IV OF THE CODE OF ORDINANCES OF THE CITY OF HARTSVILLE, SOUTH CAROLINA TO PERMIT THE CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC SPACES WITHIN A DEFINED AREA; AND OTHER MATTERS RELATED THERETO.

The City Council of the City of Hartsville (the “*Council*”), the governing body of the City of Hartsville, South Carolina (the “*City*”), makes the following findings of fact:

- (A) In order to promote and induce a more vibrant downtown district within the City, the Council has determined to permit the possession and consumption of alcoholic beverages within a defined portion of the City, as further described herein, subject to appropriate regulations and controls.
- (B) In order to periodically and thoughtfully consider new development adjacent to the consumption area defined within Section 58-95, *Public Area* boundaries.
- (C) In order to provide for the purposes set forth above, and in order to clarify certain definitions, the Council has determined to amend, restate, and consolidate the provisions of the Alcohol Regulations as set forth below.

**NOW, THEREFORE BE IT ORDAINED**, by the Mayor and Council of Hartsville as follows:

**Section 1.** Section 58-95 of the Code, as amended and restated, shall be codified and shall read, as follows:

Sec. 58-95. – Possession of open alcohol container in public.

(d)(3) Subject to the limitations in this subsection (d)(3)(a—c) below, beer and wine may be consumed in public areas within the area bounded by the following streets (the "open consumption area"): Home Avenue beginning at its intersection with North 6th Street and extending therefrom to its intersection with South 4th Street; College Avenue beginning at its intersection with North 6th Street and extending therefrom to its intersection with South 4th Street; Carolina Avenue beginning at its intersection with 6th Street and extending therefrom to its intersection with Campus Drive; Marlboro Avenue beginning at its intersection with South Sixth Street to Cargill Way beginning at its intersection with South 5th Street and extending through South 4th Street onto Railroad Avenue to its intersection with Coker Avenue including The Vista; East Laurens Avenue beginning at its intersection with South 5th Street and extending therefrom to its intersection with South 4th Street; Davis Street beginning at its

intersection with South 4<sup>th</sup> Street and extending therefrom to its intersection with Coker Avenue;

6th Street beginning with its intersection with Marlboro Avenue and extending therefrom to its intersection with West Home Avenue; 5th Street beginning at its intersection with Laurens Avenue and extending therefrom to its intersection with Home Avenue; 4th Street beginning with its intersection with Davis Street and extending therefrom to its intersection with East Home Avenue; and Coker Avenue extending therefrom to the back lot line of The Vista.

A map of the open consumption area is attached as **Exhibit A**.

**Section 2.** If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

**Section 3.** Nothing in this Ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired or liability incurred, or any cause of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

**Section 4.** All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict or inconsistency. This Ordinance shall take effect immediately upon its enactment by Council.

**ORDAINED IN MEETING DULY ADVERTISED AND ASSEMBLED** on the \_\_\_\_ day of July, 2020 and to become effective as aforementioned.

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Carl M. (Mel) Pennington IV, Mayor

By: \_\_\_\_\_  
Sherron L. Skipper, City Clerk  
City of Hartsville, South Carolina

First Reading: June 9, 2020  
Public Hearing:  
Final Reading:

EXHIBIT A FOR ORDINANCE 4394

CITY OF HARTSVILLE OPEN CONSUMPTION AREA





REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
7/14/2020

To: City Council  
From: City Manager

Ordinance Number: 4395 Resolution Number: - REGULAR MEETING

---

**ORDINANCE/RESOLUTION CAPTION:**

Owner requests the annexation of TMP 036-00-01-070 on Bay Road into the city limits.

**ATTACHMENTS:**

Description

- ▣ Ordinance 4395
- ▣ Ordinance 4395 - Map

**ORDINANCE 4395**

**TO ANNEX AN APPROXIMATELY 5.838 (+/-) ACRES PARCEL OF LAND, TAX MAP NUMBER 036-00-01-070 LOCATED ON BAY ROAD INTO THE CITY LIMITS OF HARTSVILLE.**

**WHEREAS**, the Darlington County School District owns tax map number 036-00-01-070 and has petitioned the City of Hartsville to annex an 5.838 (+/-) acres parcel of land (shown on attached map) located on Bay Road; and,

**WHEREAS**, the City of Hartsville has agreed to provide appropriate zoning, utilities, and other municipal services to this property upon annexation; and,

**WHEREAS**, the City will request permission from South Carolina Department of Transportation (SCDOT) for annexation of the adjoining public road right-of-way along Bay Road.

**NOW, THEREFORE BE IT ORDAINED**, by the Mayor and Council of the City of Hartsville that the parcel of land referenced above on Bay Road, is hereby annexed into the City of Hartsville, zoned Agricultural (A-1) and located in City Council Election District Three (3).

**NOW, THEREFORE BE IT FURTHER ORDAINED**, that the official City of Hartsville boundary, election, and zoning maps are to be amended to reflect these changes.

**NOW, THEREFORE BE IT FURTHER ORDAINED**, that the City Clerk is authorized to submit this approved annexation petition to all appropriate agencies.

**NOW, THEREFORE BE IT FINALLY ORDAINED IN MEETING DULY ADVERTISED AND ASSEMBLED** on the \_\_\_\_ day of \_\_\_\_\_, 2020 and to become effective immediately upon final reading.

\_\_\_\_\_  
Carl M. (Mel) Pennington IV, Mayor

ATTEST: \_\_\_\_\_  
Sherron L. Skipper, City Clerk

First Reading: June 9, 2020  
Public Hearing:  
Final Reading:





### Summary

Parcel Number 036-00-01-070  
 Tax District County (District 10-H)  
 Location Address  
 Class Code (NOTE: Not Zoning Info) AG-Farm use commercial  
 MV-Market Value( Farm land as Descr true market value)  
 Note multiple classes/buildings on this parcel.  
 Acres 6.00  
 Description 16-493  
 Legal Information  
 Town Code / Neighborhood  
 Owner Occupied

[View Map](#)

### Map



### Owners

[DARLINGTON COUNTY SCHOOL DIST](#)  
 120 E SMITH AV  
 DARLINGTON SC 29532

### Value Information

Land Market Value \$25,200  
 Improvement Market Value \$0  
 Total Market Value \$25,200  
 Taxable Value \$1,200  
 Total Assessment Market \$50

### Online Taxes

[Click here to view online taxes](#)

### Sales Information

Sale Date	Price	Deed Book	Plat Book	Grantor
5/27/2020	\$120,000	<a href="#">1094 663</a>	215 173	JN BYPASS 3 LLC
4/12/2018	Not Available	<a href="#">1085 1877</a>	Not Available	Not Available

No data available for the following modules: Building Information, Lot Size Information (Dimensions in Feet).

Darlington County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. For all mapping questions please contact: Don Dixon, Darlington County Mapper and GIS Coordinator, Room 309, (843)398-4180, [ddixon@darcountysc.net](mailto:ddixon@darcountysc.net).

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REQUEST FOR  
COUNCIL AGENDA  
The City of Hartsville

Agenda Date:  
7/14/2020

To: City Council  
From: City Manager

Ordinance Number: 4396 Resolution Number: - REGULAR MEETING

---

**ORDINANCE/RESOLUTION CAPTION:**

Owner requests the annexation of TMP 036-00-01-015 on Bay Road into the city limits.

**ATTACHMENTS:**

Description

- ▣ Ordinance 4396
- ▣ Ordinance 4396 - Map

**ORDINANCE 4396**

**TO ANNEX AN APPROXIMATELY 42.870 (+/-) ACRES PARCEL OF LAND, TAX MAP NUMBER 036-00-01-015 LOCATED ON BAY ROAD INTO THE CITY LIMITS OF HARTSVILLE.**

**WHEREAS**, the Darlington County School District owns tax map number 036-00-01-015 and entered into an annexation covenant with the City of Hartsville on April 17, 2018 for said parcel; and,

**WHEREAS**, the Darlington County School District is now petitioning the City of Hartsville to annex this 42.870 (+/-) acres parcel of land (shown on attached map) located on Bay Road; and,

**WHEREAS**, the City of Hartsville has agreed to provide appropriate zoning, utilities, and other municipal services to this property upon annexation; and,

**WHEREAS**, the City will request permission from South Carolina Department of Transportation (SCDOT) for annexation of the adjoining public road right-of-way along Bay Road.

**NOW, THEREFORE BE IT ORDAINED**, by the Mayor and Council of the City of Hartsville that the parcel of land referenced above on Bay Road, is hereby annexed into the City of Hartsville, zoned Campus (CA) and located in City Council Election District Three (3).

**NOW, THEREFORE BE IT FURTHER ORDAINED**, that the official City of Hartsville boundary, election, and zoning maps are to be amended to reflect these changes.

**NOW, THEREFORE BE IT FURTHER ORDAINED**, that the City Clerk is authorized to submit this approved annexation petition to all appropriate agencies.

**NOW, THEREFORE BE IT FINALLY ORDAINED IN MEETING DULY ADVERTISED AND ASSEMBLED** on the \_\_\_\_ day of \_\_\_\_\_, 2020 and to become effective immediately upon final reading.

\_\_\_\_\_  
Carl M. (Mel) Pennington IV, Mayor

ATTEST: \_\_\_\_\_  
Sherron L. Skipper, City Clerk

First Reading: June 9, 2020  
Public Hearing:  
Final Reading:



### Summary

Parcel Number	036-00-01-015
Tax District	County (District 10-H)
Location Address	
Class Code (NOTE: Not Zoning Info)	EX-Exempt
Acres	40.93
Description	BAY RD & WESTWINDS DR
Legal Information	TRACT 6-A AND LOT D FOR 42 AC (LESS0.67)
Town Code / Neighborhood	
Owner Occupied	

[View Map](#)

### Map



### Owners

[DARLINGTON COUNTY SCHOOL DIST](#)  
120 E SMITH AV  
DARLINGTON SC 29532

### Value Information

Land Market Value	\$8,400
Improvement Market Value	\$0
Total Market Value	\$8,400
Taxable Value	\$8,400
Total Assessment Market	\$0

### Online Taxes

[Click here to view online taxes](#)

### Sales Information

Sale Date	Price	Deed Book	Plat Book	Grantor
2/6/2018	\$428,700	<a href="#">1084 5206</a>		NEWSOME RICKY RAYMOND ETAL
11/10/2017	Not Available	<a href="#">1083 8255</a>	Not Available	Not Available
7/2/2007	Not Available	<a href="#">1049 5063</a>	Not Available	Not Available

No data available for the following modules: Building Information, Lot Size Information (Dimensions in Feet).

Darlington County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. For all mapping questions please contact: Don Dixon, Darlington County Mapper and GIS Coordinator, Room 309, (843)398-4180, ddixon@darcountysc.net.

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**REQUEST FOR  
COUNCIL AGENDA**  
The City of Hartsville

Agenda Date:  
7/14/2020

To: City Council  
From: City Manager

Ordinance Number: Resolution Number: 07-20-01 - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

HPD to enter into an updated MOU with the FBI for the Pee Dee Violent Crime Safe Streets Task Force.

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**BACKGROUND SUMMARY:**

This will update the previous two MOU's (PD Safe Streets Task Force and PD Violent Crime Safe Streets Task Force) into one.

**ATTACHMENTS:**

Description

- ▣ Resolution 07-20-01
- ▣ Resolution 07-20-01 - MOU

**RESOLUTION 07-20-01**

**APPROVAL FOR HARTSVILLE POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF INVESTIGATION' FOR THE PEE DEE VIOLENT CRIME SAFE STREETS TASK FORCE.**

**WHEREAS**, this Memorandum of Understanding (MOU) between the Federal Bureau of Investigation (FBI) and the Hartsville Police Department (HPD) delineates the responsibilities and cost reimbursement of the Pee Dee Violent Crime Safe Streets Task Force (PDVCSSTF) personnel and formalizes relationships between participating agencies to maximize inter-agency cooperation; and,

**WHEREAS**, the mission of this Task Force is to identify, and target for prosecution, criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence, robbery, violent street gangs and to apprehend dangerous fugitives; and,

**WHEREAS**, the overall management of the PDVCSSTF will be a shared responsibility of the FBI and the Hartsville Police Department.

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the City of Hartsville that the Memorandum of Understanding between the Federal Bureau of Investigation and the Hartsville Police Department for inter-agency cooperation and participation in the Pee Dee Violent Crime Safe Streets Task Force is hereby approved.

**NOW, THEREFORE BE IT FURTHER RESOLVED**, by the Mayor and Council of the City of Hartsville that the City Manager is hereby authorized to execute all required documents.

**NOW, THEREFORE BE IT FINALLY RESOLVED**, in meeting duly advertised and assembled the 14th day of July, 2020.

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Carl M. (Mel) Pennington IV, Mayor

ATTEST: \_\_\_\_\_  
Sherron L. Skipper, City Clerk

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**FEDERAL BUREAU OF INVESTIGATION  
PEE DEE VIOLENT CRIME SAFE STREETS TASK FORCE  
MEMORANDUM OF UNDERSTANDING**

**PARTIES**

1. This Memorandum of Understanding (MOU) is entered into by and between the **Federal Bureau of Investigation (FBI)** and the **Hartsville Police Department** (participating agencies) (collectively: the Parties). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

**AUTHORITIES**

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

**PURPOSE**

3. The purpose of this MOU is to delineate the responsibilities of the Pee Dee Violent Crime Safe Streets Task Force (SSTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

**MISSION**

4. The mission of the SSTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SSTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

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**SUPERVISION AND CONTROL**

**A. Supervision**

5. Overall management of the SSTF shall be the shared responsibility of the FBI and participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the FBI Columbia Division shall designate one Supervisory Special Agent (SSTF Supervisor) to supervise the SSTF. The SSTF Supervisor may designate a Special Agent to serve as the SSTF Coordinator. Either the SSTF Supervisor or the SSTF Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SSTF.
7. Conduct undertaken outside the scope of an individual's SSTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SSTF Supervisor or SSTF Coordinator. As stated in paragraph 76, below, neither the United States nor the FBI shall be responsible for such conduct.
8. SSTF personnel will report to his or her respective agency for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the SSTF. The FBI and the participating agency may provide for overtime reimbursement by the FBI by separate written agreement.
9. All FBI personnel will adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
10. All SSTF personnel, which includes Task Force Officers, Task Force Members, and Task Force Participants, must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Operations Investigative Guidelines (DIOG).
11. SSTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
12. Continued assignment of personnel to the SSTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SSTF Supervisor will also retain discretion to remove any individual from the SSTF.

**B. Case Assignments**

13. The FBI SSTF Supervisor will be responsible for opening, monitoring, directing, and closing SSTF investigations in accordance with existing FBI policy and the applicable U.S. Attorney General's Guidelines.

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14. Assignments of cases to personnel will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the SSTF Supervisor.
15. For FBI administrative purposes, SSTF cases will be entered into the relevant FBI computer system.
16. SSTF personnel will have equal responsibility for each case assigned. SSTF personnel will be responsible for complete investigation from predication to resolution.

**C. Resource Control**

17. The head of each participating agency shall determine the resources to be dedicated by that agency to the SSTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

**OPERATIONS**

**A. Investigative Exclusivity**

18. It is agreed that matters designated to be handled by the SSTF will not knowingly be subject to non-SSTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SSTF's existence and areas of concern.
19. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SSTF investigations or areas of concern as described in paragraph 4. All law enforcement actions will be coordinated and cooperatively carried out.
20. SSTF investigative leads outside of the geographic areas of responsibility for the FBI Columbia Division will be communicated to other FBI offices for appropriate investigation.

**B. Confidential Human Sources**

21. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SSTF personnel will be limited to those situations where it is essential to the effective performance of the SSTF. These disclosures will be consistent with applicable FBI guidelines.
22. Non-FBI SSTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SSTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.

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23. In those instances where a participating agency provides a CHS, the FBI may become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
24. The U.S. Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SSTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
25. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SSTF investigation must be in accordance with the U.S. Attorney General's Guidelines, regardless of whether the handling agency is an FBI SSTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SSTF investigations shall be maintained at an agreed upon location.

**C. Reports and Records**

26. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SSTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
27. SSTF reports prepared in cases assigned to SSTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
28. Records and reports generated in SSTF cases which are opened and assigned by the SSTF Supervisor with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SSTF.
29. SSTF investigative records maintained at the Columbia Field Office of the FBI will be available to all SSTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
30. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SSTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval, and chain of custody will be adhered to by SSTF personnel.
31. All SSTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSTF Supervisor approval.

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32. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.
33. The Parties acknowledge that this MOU may provide SSTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SSTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

**INFORMATION SHARING**

34. No information possessed by the FBI, to include information derived from informal communications between SSTF personnel and FBI employees not assigned to the SSTF, may be disseminated by SSTF personnel to non-SSTF personnel without the approval of the SSTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, SSTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
35. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
36. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
37. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
38. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
39. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

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## **PROSECUTIONS**

40. SSTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
41. A determination will be made on a case-by-case basis whether the prosecution of SSTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SSTF.
42. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SSTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

### **A. Investigative Methods/Evidence**

43. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the Parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
44. In all cases assigned to state, county, or local law enforcement participants, the Parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the DIOG to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
45. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

### **B. Undercover Operations**

46. All SSTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the U.S. Attorney General's Guidelines on FBI Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

**USE OF LESS-THAN-LETHAL-DEVICES<sup>1</sup>**

47. The parent agency of each individual assigned to the SSTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
48. The parent agency of each individual assigned to the SSTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.<sup>2</sup>

**DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

49. SSTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

**DEPUTATIONS**

50. Local and state law enforcement personnel designated to the SSTF, subject to a limited background inquiry, shall be sworn as federal task force officers either by acquiring Title 21 or Title 18 authority (via the United States Marshals), with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SSTF or until the termination of the SSTF, whichever comes first.
51. Deputized SSTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

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<sup>1</sup> Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

<sup>2</sup> Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

The term "less-than-lethal" is synonymous with "less-lethal", "non-lethal", "non-deadly", and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than-Lethal Devices. "Less-lethal" is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

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**VEHICLES**

52. In furtherance of this MOU, employees of participating agencies may be permitted to drive FBI owned or leased vehicles for official SSTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to participating agency SSTF personnel will require the execution of a separate Vehicle Use Agreement.
53. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SSTF business.
54. The FBI and the United States will not be responsible for any tortious act or omission on the part of each participating agency and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by participating agency SSTF personnel, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.
55. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by participating agency SSTF personnel while engaged in any conduct other than their official duties and assignments under this MOU.
56. To the extent permitted by applicable law, the participating agencies agree to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by participating agency SSTF personnel which is outside the scope of their official duties and assignments under this MOU.

**SALARY/OVERTIME COMPENSATION**

57. The FBI and each participating agency remain responsible for all personnel costs for their SSTF representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency, except as described in paragraph 58 below.
58. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal SSTF personnel assigned full-time to SSTF, provided overtime expenses were incurred as a result of SSTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and participating agencies for full-time employee(s) assigned to SSTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

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## **PROPERTY AND EQUIPMENT**

59. Property utilized by the SSTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SSTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SSTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SSTF, will be the financial responsibility of the agency supplying said property.

## **FUNDING**

60. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

## **FORFEITURES**

61. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SSTF operations.
62. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SSTF investigations may be equitably shared with the agencies participating in the SSTF.

## **DISPUTE RESOLUTION**

63. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SSTF's objectives.
64. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

## **MEDIA RELEASES**

65. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.

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66. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

**SELECTION TO SSTF AND SECURITY CLEARANCES**

67. If a participating agency candidate for the SSTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
68. If, for any reason, the FBI determines that a participating agency candidate is not qualified or eligible to serve on the SSTF, the participating agency will be so advised and a request will be made for another candidate.
69. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
70. Before receiving unescorted access to FBI space identified as an open storage facility, SSTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SSTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
71. Upon departure from the SSTF, each individual whose assignment to the SSTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

**LIABILITY**

72. The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SSTF.
73. Each participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the SSTF or otherwise relating to the SSTF. Each participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the SSTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SSTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

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74. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b) and §§ 2671-2680: an individual assigned to the SSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the U.S. Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any SSTF personnel.
75. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): an individual assigned to the SSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Columbia Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any SSTF personnel.
76. Liability for any conduct by SSTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

**DURATION**

77. The term of this MOU is for the duration of the SSTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.

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78. Any participating agency may withdraw from the SSTF at any time by written notification to the SSTF Supervisor with designated oversight for investigative and personnel matters or program manager of the SSTF at least 30 days prior to withdrawal.
79. Upon termination of this MOU, all equipment provided to the SSTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SSTF participation.

**MODIFICATIONS**

80. This agreement may be modified at any time by written consent of all involved agencies.

Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

**SIGNATORIES**

\_\_\_\_\_  
Special Agent in Charge  
Federal Bureau of Investigation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Jerry Thompson  
Hartsville Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Daniel P. Moore  
Hartsville City Manager

\_\_\_\_\_  
Date

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**REQUEST FOR  
COUNCIL AGENDA**  
The City of Hartsville

Agenda Date:  
7/14/2020

To: City Council  
From: City Manager

Ordinance Number: 4398 Resolution Number: - REGULAR MEETING

---

**ORDINANCE/RESOLUTION CAPTION:**

Lease a portion of city property to Retrofit Sip 'n' Seat for access to commercial business.

---

**BACKGROUND SUMMARY:**

Retrofit Sip 'n' Seat is in need of a portion of the premises the City still owns located at 114 S. Fourth St. for access and parking.

---

**IMPACT IF APPROVED:**

City will receive \$5.00 annually in rent for strip of land owned by City. Retrofit will eventually purchase the premises rather than lease.

**ATTACHMENTS:**

Description

- ▣ Ordinance 4398
- ▣ Ordinance 4398 - Lease Agreement

**ORDINANCE 4398**

**TO LEASE A PORTION OF TAX MAP NUMBER 056-06-02-087 LOCATED AT 114 SOUTH FOURTH STREET TO RETROFIT SIP 'N' SEAT.**

**WHEREAS**, the City of Hartsville owns this parcel of property located at tax map number 056-06-02-087; and

**WHEREAS**, Retrofit Sip 'n' Seat wishes to lease 2,714 square feet of said property for use as access to their commercial business.

**NOW, THEREFORE BE IT ORDAINED**, by the Mayor and Council of the City of Hartsville that the City does hereby lease 2,714 square feet of tax map parcel 056-06-02-087 located at 114 South Fourth Street to Retrofit Sip 'n' Seat for a one (1) year term beginning September 1, 2020 and ending August 30, 2021 for five dollars (\$5.00) annually.

**NOW, THEREFORE BE IT FURTHER ORDAINED**, by the Mayor and Council of the City of Hartsville that the City Manager is hereby authorized to negotiate and execute the lease agreement document.

**NOW, THEREFORE BE IT FINALLY ORDAINED IN MEETING DULY ADVERTISED AND ASSEMBLED** on the \_\_\_\_\_ day of \_\_\_\_\_ 2020 and to become effective upon final reading.

\_\_\_\_\_  
Carl M. (Mel) Pennington IV, Mayor

ATTEST: \_\_\_\_\_  
Sherron L. Skipper, City Clerk

First Reading: July 14, 2020  
Public Hearing:  
Final Reading:

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF DARLINGTON )

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "**Effective Date**"), between the City of Hartsville, a municipal corporation (the "**City**" or the "**Lessor**"); and Retrofit Sip 'n' Seat, LLC (the "**Lessee**" and together with the Lessor, the "**Parties**").

WITNESSETH:

That in consideration of the mutual agreements herein contained, the Parties hereto do hereby covenant to and with each other as follows:

1. Lessor does hereby lease to Lessee: (i) a 2,714 square foot portion of that certain property located on Fourth Street located in the City of Hartsville (TMS No. 056-06-02-087) the "**Premises**"). The Premises are more precisely depicted in Exhibit A attached hereto. The Premises shall be leased to Lessee for a term of one (1) year commencing on the Effective Date and ending \_\_\_\_\_, 2021 (the "**Term**"). Lessee shall have use and possession of the Premises upon receipt of rent as described in Section 3 below.

2. The Lease will be reviewed 90 days in advance of the end of the Term for potential option to purchase or renewal of lease terms. The Lessor does grant the Lessee a 'first right of refusal' should the Lessor decide to sell the leased property. Notwithstanding the provisions of Sections 1 or 2 above, this Lease may also be unilaterally terminated by the Lessor for any reason upon thirty (30) days written notice to the Lessee.

3. The rent for the Term and any successor terms will be \$5.00 annually.

4. The Lessee acknowledges that the primary function of the Premises is for access to the Lessee's place of business.

5. Lessee shall, at its own expense, keep and maintain the Premises in good order and repair during the term of this Lease and any renewal periods.

6. Lessee shall not have the right to assign or transfer this Lease or to sublease any of the Premises.

7. Lessee agrees to take possession of the Premises in its current good condition. Absent written approval from the Lessor, Lessee shall not be permitted to make any physical improvements to the Premises, including but not limited to paving and graveling. Lessee further agrees to return the property to its pre-lease conditions should the lease be terminated or Lessee decide not to pursue the option to purchase from the Lessor.

8. Lessee agrees at the expiration or other termination of this Lease to quit and surrender, peaceably and quietly to Lessor, its agents or attorney, the Premises herein leased in

as good order and condition as they are at the Effective Date, ordinary wear and tear, fire and acts of God excepted. Lessee shall not make or suffer any waste of or on the Premises and shall be obligated to replace or pay to the Lessor the reasonable value of any damage to the Premises caused by Lessee's negligence, misuse or omission.

9. In the event of any default by Lessee in the performance of the terms of this Lease, the Lessor shall have all remedies available at law.

Upon occurrence of a default, the Lessor shall give the Lessee written notice and if said Lessee has not taken meaningful steps to cure default within ten (10) days after notice, Lessor shall have the right to re-enter the Premises and remove all persons therefrom and terminate this Lease, and Lessee agrees to vacate and surrender the Premises to Lessor.

10. In the event of any condemnation of the whole or any part of the Premises which shall render the Premises (or such portion thereof as shall remain after such condemnation) unsuitable for the purpose of access, Lessee may, at its option, terminate this Lease in which event all liability on the part of Lessee shall cease.

11. It is further understood and agreed that no waiver of any breach or non-performance of any covenant herein contained shall operate as a waiver of said covenant itself or any subsequent breach thereof.

12. Lessor, at its sole option, may immediately cancel and terminate this Lease in the event of bankruptcy of the Lessee, any assignment for the benefit of creditors by Lessee, the appointment of a receiver for Lessee, and any such occurrence shall be deemed a breach of this Lease.

13. Lessee shall maintain casualty insurance coverage on the Premises for loss by fire, liability, and all other casualty. Lessee shall obtain and maintain in force a commercial general liability insurance policy with a minimum limit of \$1,000,000; worker's compensation with no exclusions; and liquor liability. The City of Hartsville should be listed as certificate holder along with additional insured. The City shall have no obligation to insure the Premises. In the event that the Premises, including any improvements and additions, shall be damaged by fire or other insured casualty, the Lessee shall promptly repair the Premises to the extent possible with the insurance proceeds. If the damage shall be so severe that the Premises cannot be repaired or restored with the insurance proceeds, the Lessee will consult with the Lessor and in the Lessee's discretion shall make the insurance proceeds available for application to possible restoration or construction of a new structure at the existing location.

14. Lessee hereby indemnifies the City of Hartsville, South Carolina and agrees to save both parties harmless from and against all claims, actions, damages, liability and expenses, including reasonable attorney's fees, in connection with loss of life, personal injury and/or damage to property arising from or in any way relating to the occupancy or use by Lessee of the Premises or any part thereof of any other part of Lessor's property, including but not limited to any act or omission of Lessee, its officers, agents, contractors or employees; any default, breach, violation or nonperformance of this Lease Agreement by Lessee; any injury to person or property or loss of life sustained in or about the Premises, during the term of this Lease.

15. Any notice required hereunder shall be given to:

City of Hartsville, as Lessor  
Attention: City Manager  
100 E. Carolina Ave.  
Hartsville, South Carolina 29550

Retrofit Sip 'n' Seat, LLC, as Lessee  
Attention: Owner  
114 S. Fourth St.  
Hartsville, South Carolina 29550

16. Nothing contained herein shall have the effect of creating any relationship of principal and agent or of partnership or joint venture between the parties, whose sole relationship is that of Lessor and Lessee.

17. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns and shall be governed by the laws of the State of South Carolina.

18. Absent the written approval of the Lessor, which upon request may not be unreasonably withheld, Lessee shall have no right to erect or maintain signs on the Premises.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Hartsville, South Carolina, the day and year first above written.

City of Hartsville, As Lessor

\_\_\_\_\_  
By: Daniel P. Moore  
Its: City Manager

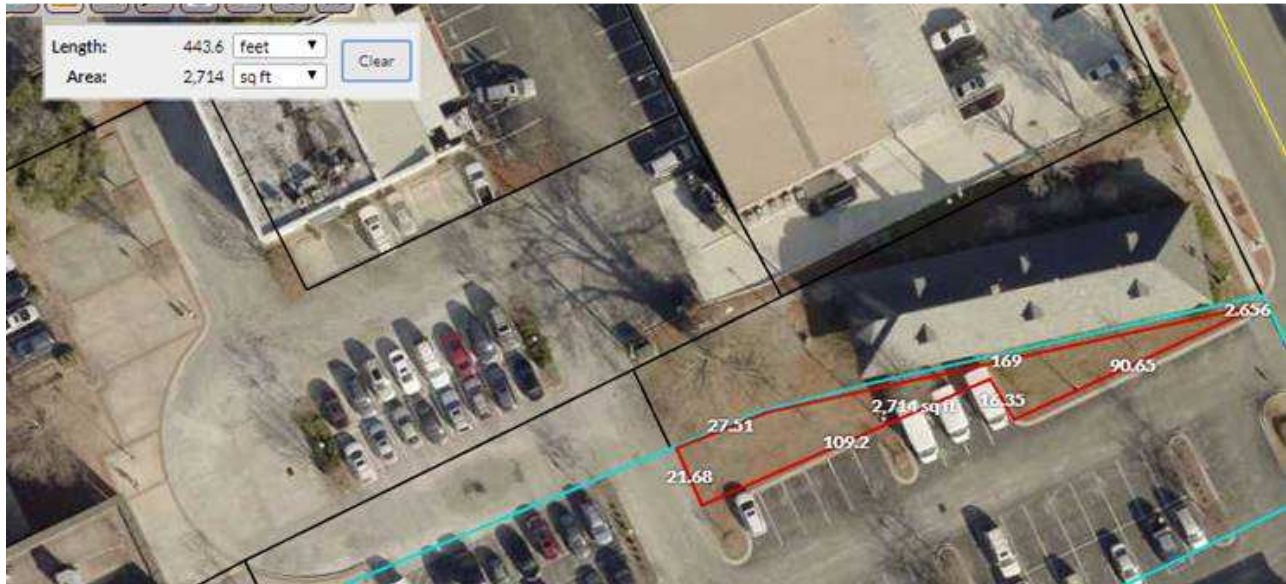
Retrofit Sip 'n' Seat LLC, As Lessee

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

## EXHIBIT A

### Depiction of the Premises

Areas in red constitute the Premises and are subject to the terms of this Lease.







**REQUEST FOR  
COUNCIL AGENDA**  
The City of Hartsville

Agenda Date:  
7/14/2020

To: City Council  
From: City Manager

Ordinance Number: 4399 Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

To approve four months lease of 231 W. Carolina Ave. to the Democratic Party for office space.

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**BACKGROUND SUMMARY:**

Darlington County Democratic Party wishes to lease the building at 231 W. Carolina Ave. for office space.

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**IMPACT IF APPROVED:**

Potential tenant willing to lease building and provide monthly rental income. Building will no longer appear as vacant and abandoned.

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**FINANCIAL IMPACT:**

Darlington County Democratic Party is willing to pay \$500 monthly rental income for four months.

**ATTACHMENTS:**

Description

- ▣ Ordinance 4399
- ▣ Ordinance 4399 - Letter of Request
- ▣ Ordinance 4399 - Lease

**ORDINANCE 4399**

**TO LEASE THE PROPERTY AT 231 WEST CAROLINA AVENUE TO THE DARLINGTON COUNTY DEMOCRATIC PARTY.**

**WHEREAS**, the City of Hartsville owns the building at 231 West Carolina Avenue; and,

**WHEREAS**, the Darlington County Democratic Party wishes to lease the property for use as coordinating activities and conveying information about Democratic candidates running for public offices associated with the upcoming general election in November.

**NOW, THEREFORE BE IT ORDAINED**, by the Mayor and Council of the City of Hartsville that the City does hereby lease the building at 231 West Carolina Avenue to the Darlington County Democratic Party for a term of four months as specified in the lease agreement for five hundred dollars (\$500.00) monthly.

**NOW, THEREFORE BE IT FURTHER ORDAINED**, that the City Manager is hereby authorized to negotiated and execute the lease agreement document.

**NOW, THEREFORE BE IT FINALLY ORDAINED IN MEETING DULY ADVERTISED AND ASSEMBLED** on the \_\_\_\_th day of \_\_\_\_\_, 2020 and to become effective upon final reading.

\_\_\_\_\_  
Carl M. (Mel) Pennington IV, Mayor

ATTEST: \_\_\_\_\_  
Sherron L. Skipper, City Clerk

First Reading: July 14, 2020  
Public Hearing:  
Final Reading:

July 5, 2020



Darlington County Democratic Party  
P.O. Box 1200  
Hartsville, SC 29551

Ms. Amber Matthews  
Purchasing Agent  
City of Hartsville  
100 East Carolina Ave  
Hartsville, SC 29550

Dear Ms. Matthews,

The Democratic Party of Darlington County presents this proposal to lease the building at 231 West Carolina Avenue – Hartsville, South Carolina. The Democratic Party of Darlington County would use the building for personnel who would be coordinating activities associated with the upcoming general election on November 3, 2020.

We, the Darlington County Democratic Party, envision the location to be used in conveying information about Democratic candidates running for public offices. There would be a small phone bank and other facilities to educate the public on the platform/s of prospective office holders and for coordination meetings.

The building as described to the building search committee is 1400 square feet located on the south side of West Carolina Avenue. The space is minimally divided, with one office at the southwest corner, two small restrooms, and a utility closet. The building, as presented was last occupied 4 months ago and the only noted deficiency was the need to replace the carper due to mold issues.

We, The Democratic Party of Darlington County propose to lease the building from August through the month of November of this year. We would respectfully request that the expected yearly lease rate of \$500.00/Mo. be extended to our organization. We would also purchase a business license for the city of Hartsville and create an account for payment of water and sewer utility costs. We humbly and respectfully request that you would consider our proposal and grant a reading during Hartsville City Council meetings.

Sincerely,  
Darlington County Democratic Party  
Gerald Malloy - Chair  
Carolyn Bruce  
Barbara Carraway  
Kenneth W. Krueger Jr.  
Davita Malloy

**THIS AGREEMENT** is made and entered by and between **THE CITY OF HARTSVILLE**, hereafter the **LANDLORD**, as owner of the leasehold property described and identified here below, and **DARLINGTON COUNTY DEMOCRATIC PARTY**, hereafter the **TENANT**.

**WITNESSETH:**

**LEASEHOLD PROPERTY:** The LANDLORD agrees to lease unto the TENANT the Building located at 231 West Carolina Ave. The said building is located in the City of Hartsville, County of Darlington, and State of South Carolina.

**TERM OF LEASE:** This lease shall run for a period of four (4) months, from the 1<sup>st</sup> day of August, 2020, to the 1<sup>st</sup> day of December, 2020.

**RENTAL PAYMENTS:** TENANT agrees to pay monthly amounts of five hundred dollars (\$500) rent for the said leasehold premises due on the first day of each month. In the event such payment is not made within ten (10) days after it is due, the TENANT shall pay the LANDLORD a late charge of \$100.00.

**OTHER CONSIDERATION:** TENANT agrees to pay any ad valorem property taxes related to the leasehold premises during the term of this lease or any extensions hereof which the LANDLORD may be held responsible for.

**FORFEITURE:** notwithstanding the foregoing, if any monthly payment is more than thirty (30) days late, the LANDLORD shall have the option to declare all the TENANT'S rights hereunder forfeited, and the LANDLORD, may proceed without notice to eject the TENANT and enforce the collection of rents that are in arrears in any manner provided by law, together with all costs and attorney's fees incurred by the LANDLORD in so doing.

**LIEN CREATED IN FAVOR OF LANDLORD:** TENANT stipulates and covenants that all property, motor vehicles, goods, and merchandise and all other property placed in and upon the rental premises is owned by the TENANT in its own right, and shall become subject to the statutory lien for unpaid rents, arrearages, and late rent payments.

**ALTERATIONS TO LEASEHOLD PROPERTY:** TENANT shall not be permitted to make any changes to the leasehold property without advance written approval from the LANDLORD and all such changes to the leasehold premises shall become the property of the LANDLORD.

**RIGHTS AND RESPONSIBILITIES:**

TENANT shall be responsible for the payment of any utility bills related to the TENANT'S occupancy and use of the leasehold premises. The TENANT will be responsible for all building maintenance including plumbing, roof, and HVAC units.

**TENANT** shall be responsible for any damages done on the premises either by the TENANT, its agents, servants, or employees, and the TENANT shall, at TENANT'S own expense, make all repairs of such damage.

**TENANT** shall surrender the leasehold property back to the LANDLORD at the end of the term of this lease agreement in broom clean, good order and condition, reasonable wear and tear excepted.

**LANDLORD** shall not be responsible to the TENANT, its agents, servants, or employees for any damages which may be caused by water, storm, sleet, snow or for any other damages whatsoever in any manner caused by the occupancy of the said leasehold premises.

**TENANT** shall be responsible to maintain renter's insurance during the term of this agreement and any extensions thereof, including casualty or theft insurance, on all personal property which the TENANT maintains within the leasehold premises.

**TENANT** shall, at TENANT'S expense, obtain and maintain in force for the mutual benefit of TENANT and the LANDLORD a commercial general liability insurance policy with a combined minimum limit of \$1,000,000.00 and list the City of Hartsville as an additional insured.

**LANDLORD** shall maintain casualty insurance coverage on the improvements on the leasehold premises to protect the LANDLORD'S interest, but LANDLORD shall not be responsible for any loss of the TENANT'S personal property through casualty or theft during the occupancy of the premises.

**TENANT SHALL HOLD LANDLORD HARMLESS.** Notwithstanding any other provision of this agreement, the TENANT agrees to hold the LANDLORD harmless from any and all claims for damages or injuries that may be made against the LANDLORD arising from the TENANT'S use of the leasehold premises during the term of this lease or any extensions hereof.

**PEACEFUL OCCUPATION OF LEASEHOLD PREMISES.** Subject to the other conditions of this agreement, LANDLORD guarantees TENANT'S peaceful occupation of the leasehold premises during the term of this agreement or any extensions thereof, PROVIDED HOWEVER, the LANDLORD shall have the right to enter the leasehold premises for the purpose of viewing the premises to see that no waste or damage is being committed and for purposes of showing the leasehold premises to prospective purchasers.

**LEASE NOT ASSIGNABLE.** This lease is not assignable and the TENANT shall not sublet any portion of the leasehold premises without the written consent of the LANDLORD.

**EARLY TERMINATION OF LEASE.** The TENANT shall opt out of this lease agreement with three (3) months advanced written notice to LANDLORD.

**LANDLORD'S RESERVATION OF RIGHT TO TERMINATE.** Notwithstanding any other provision herein, the Landlord specifically reserves the right to terminate this lease upon delivery to the TENANT at the said Leasehold Premises of sixty (60) days written Notice of Termination if for any reason City Council, in its sole discretion, determines that the Leasehold Premises should be vacated by the TENANT.

**RECITALS.** This lease agreement supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties; this lease agreement

is entered into for good and valuable consideration, which the parties hereby acknowledge; this lease agreement is binding upon both parties, their successors and assigns; and this lease agreement is entered by the parties of their own free will and accord.

This lease agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Daniel P. Moore  
City Manager  
City of Hartsville  
PO Drawer 2497  
Hartsville, SC 29551

\_\_\_\_\_  
Name  
Member  
Darlington County Democratic Party  
PO Box 1200  
Hartsville, SC 29551

WITNESSES:

WITNESSES:

\_\_\_\_\_  
Attest:

Sherron L. Skipper, City Clerk

{Seal}



**REQUEST FOR  
COUNCIL AGENDA**  
The City of Hartsville

Agenda Date:  
7/14/2020

To: City Council  
From: City Manager

Ordinance Number: Resolution Number: - REGULAR MEETING

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**ORDINANCE/RESOLUTION CAPTION:**

City Council and Hartsville Events Calendars.  
<https://www.hartsvillesc.gov/calendar>

**ATTACHMENTS:**

Description

- ▣ July Council Calendar
- ▣ August Calendar
- ▣ Census Press Release - NAACP
- ▣ Census Event July 18 @ Butler Comm Center

# July 2020

July 2020							August 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 28	29	30	Jul 1	2	3	4
					Independence Day (Observed) (Offices Closed)	Independence Day Holiday
5	6	7 5:30pm Council Worksession - Chambers	8	9	10	11
12	13	14 5:30pm Council Regular Mtg - Chambers	15 5:15pm ARB Mtg - Chambers	16	17	18
19	20	21	22	23	24	25
26	27 5:30pm Planning Comm - Chambers	28 10:00am HHA - S. Park Apts 3:00pm Cemetery Comm - Chambers 4:00pm Community	29	30	31	Aug 1

Sherron Skipper

1

7/10/2020 2:27 PM



# August 2020

August 2020							September 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30			
30	31												

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 26	27	28	29	30	31	Aug 1
2	3	4 5:30pm Council Worksession - Chambers	5	6	7	8
9	10 5:30pm Airport Advisory Bd - PS Conf Rm - City Council	11 5:30pm Council Regular Mtg - Chambers	12 5:00pm Parks Comm Mtg - PS Conf Rm	13	14	15
16	17	18	19 5:15pm ARB Mtg - Chambers 6:30pm Museum Comm - Museum	20	21	22
23	24	25 3:00pm Cemetery Comm - Chambers 4:00pm Community Engagement Comm -	26	27	28	29
30	31 5:30pm Planning Comm - Chambers	Sep 1	2	3	4	5

For Immediate Release

The Hartsville Branch of the NAACP will host two drive-thru 2020 census counting events in July and August. Those who complete the census survey will be entered into a raffle to win either a flat-screen television or a tablet.

Every ten years, the Constitution of the United States mandates counting those living in the United States and five U.S. territories. In March, households received invitations to respond to a short questionnaire, either online, by phone, or by mail. The COVID-19 pandemic has challenged the nation, and specifically disrupted the census count.

To support census completion, the Hartsville Branch of the NAACP received a grant from the United Way Association of SC (in partnership with the SC Grantmakers Network and Together SC). The Hartsville Branch will help to increase the response rates of hard-to-count populations in Hartsville and Lamar.

On Saturday July 18 between 12noon and 2pm, residents are invited to the Butler Community Center campus in Hartsville (1103 S 6th Street).

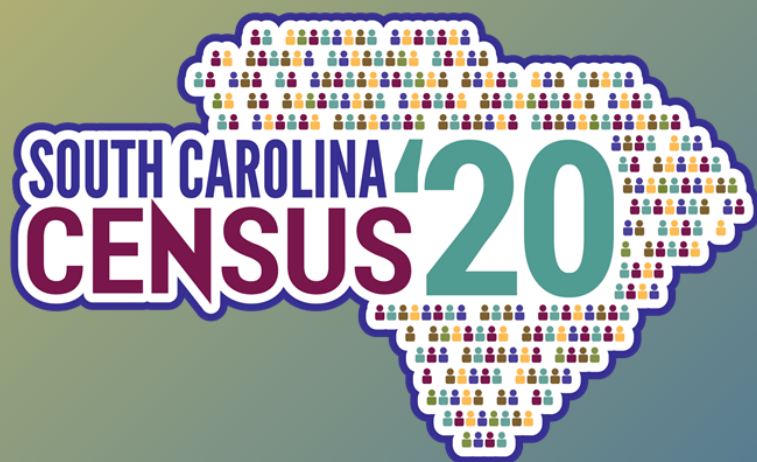
On Saturday August 15 between 12noon and 2pm, residents are invited to Hines Funeral Home in Lamar (201 West Pearl Street).

At each event, residents can fill out the census survey online, receive a safety bag gift (while supplies last), and be entered into a drawing for a prize. The census survey only takes 10 minutes!

For more information on these events, please contact President Lunella Williams at 843-616-1294, or 1<sup>st</sup> Vice Jennifer Heusel at 812-606-9198. Information is also listed on the Hartsville Branch's Facebook page.

# Hartsville Branch of the NAACP CENSUS 2020

Drive-Thru Count Event  
Sat. July 18, 12noon to 3pm  
Butler Community Center  
1103 S 6th St, Hartsville, SC 29550



Get counted, get a safety bag, and  
get a chance to win a TV or tablet!\*

\*Chance to win opened to those who participate in the census count. Drawing will be on September 21. Bring evidence of your participation or complete the census questionnaire at this event!



For more information on this event, contact  
President Lunella Williams: 843-616-1294  
1st Vice Jennifer Heusel: 812-606-9198

