

ORIGINAL
STAMPED IN RED

RESOLUTION NO.: R-2022-101

*Providing funds to CEZ, Inc. for support of Market
Place Project*

WHEREAS, the State of South Carolina allocated Four Million and No/100 (\$4,000,000.00) Dollars to the City of Columbia to improve Bluff Rd / Atlas Rd area, and;

WHEREAS, the funds are to be used to help develop a Quality of Life and Quality of Place Project that provides access to fresh food / health care / entrepreneurship development / socialization, and;

WHEREAS, the CEZ, Inc. was established in 2008 and has assisted in the development of programs and projects in workforce development, small business development, business retention and expansion and affordable housing in all areas of Columbia, and;

WHEREAS, CEZ, Inc. supports the City's Compass Plan that envisions "basic commercial amenity that promote community livability and target areas lacking these amenities with City programs," and;

WHEREAS, CEZ, Inc. has identified a 8.83 acre parcel of land located on Bluff Road Corridor and CEZ, Inc. has confirmed the property is suitable for the Market Place Project ("Market Place Project"), and;

WHEREAS, the City supports CEZ, Inc. in proceeding to develop plans for the Market Place Project wherein the City will allocate funds received from the State of South Carolina for the Market Place Project to CEZ, Inc. for property acquisition and project activities for the portion of the project funded via the state allocation, NOW THEREFORE;

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, this 17th day of January, 2023 that the City Manager is hereby authorized to execute the attached Subrecipient Agreement, or on a form approved by the City Attorney between the City and CEZ, Inc., that commits the City to provide CEZ, Inc. the funds allocated by the State of South Carolina for the Market Place Project which shall be used for property acquisition and project development activities.

Requested by:

Assistant City Manager Gentry




Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 1/17/2023

Final Reading: 1/17/2023

SUBRECIPIENT AGREEMENT BETWEEN
City of Columbia
AND
CEZ, Inc.

This Agreement is entered this 27th day of October, 2022 by and between the City of Columbia (herein called the "Grantee") and CEZ, Inc. (herein called the "Subrecipient" or "CEZ, Inc.") and provides the following:

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds received by the Grantee from the State of South Carolina ("Grantor") for the Market Place at Congaree Pointe ("Market Place Project") consistent with the purpose stated in the funding source materials to help develop a retail project in south Columbia to help address multiple challenges in the community and bring increased economic and societal rewards to the area; and,

WHEREAS, the funds are to be used to help develop a Quality of Life and Quality of Place Project that provides access to fresh food / health care / entrepreneurship development / socialization, and;

WHEREAS, CEZ, Inc., a non-profit organization whose mission is to initiate, develop, and maintain projects and programs in economically distressed or blighted areas that require the attraction and utilization of both public and private investment capital;

WHEREAS, the fostering of sustainable business, government, and community alliances to help lessen burdens of Government, reduce physical and economic blight, and combat community deterioration by fostering business attraction, retention and expansion in areas in need of permanent job opportunities, workforce advancement, and general growth opportunities;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities. The Subrecipient will be responsible for administering the Market Place Project in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. Market Place Project Delivery Activities

- a. Activity #1 - CEZ, Inc., has identified an initial 8.83 acre parcel of land located on Bluff Road Corridor (Exhibit A), and; has confirmed the property is suitable for the Market Place development; and,
- b. Activity #2 - CEZ, Inc., has confirmed the initial property acquisition cost is supported by an appraised value for the parcel, and if additional land purchase opportunities become available they will be supported by appraisals; and,
- c. Activity #3 - the City intends to provide the funds needed for acquisition utilizing the funds being provided by the State of South Carolina, and CEZ, Inc. will work with the property owner(s) to proceed with the property transaction upon the City committing the property acquisition costs; and,
- d. Activity #4 - the funds allocated pursuant to this agreement shall be supported by invoices received from CEZ Inc. for project development activities to reflect those items listed on the forms submitted to the State of South Carolina as reflected in Exhibit B; and,
- e. Activity #5 - CEZ, Inc., will maintain records necessary to comply with the State of South Carolina's reporting requirements associated with the allocation of funds and will prepare said reports and submit to the City of Columbia for purposes of the same being submitted to the State, and will make all files associated with this project available to the City and State for audit upon request; and,

B. Implementation Schedule. Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/PROGRAM GOAL	DATE
<ul style="list-style-type: none"> • Property Acquisition • Master Planning Site • Construction of Initial elements of Community Retail multi-use Market Place 	<p>June 30, 2023</p> <p>June 2025</p> <p>June 2026</p>

D. Performance Monitoring. The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein to ensure that funding is used for authorized purposes in compliance with State laws, regulations, and the provisions of any grant agreements. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within ten (10) days after being notified by the Grantee, contract termination may begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the effective date of this agreement which shall be the date of the last signature and end on the 30th day June, 2026, unless otherwise extended by written agreement signed by both parties.

III. BUDGET

- A. It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Four Million and No/100 (\$4,000,000.00) Dollars, or so much of that as has been received by the Grantee from the State of South Carolina for the Market Place Project. Subrecipient acknowledges that under no circumstances shall the City be committed to provide funds in excess of those funds received from the State.
- B. CEZ, Inc. intends to seek additional grant funding and other outside contributions for the build-out of the full Project concept.
- C. If CEZ, Inc., is not successful in proceeding with the proposed Project and sells the property acquired with these funds, any funds received from the sale of the acquired property shall be returned to the Grantee up to the amount received pursuant to this Agreement.

V. NOTICES

Communication and details concerning this agreement shall be directed to the following contract representatives:

Grantee:	Subrecipient:
City Manager City of Columbia P.O. Box 147 Columbia, SC 29201 Tel: 803-545-3480 Fax:803-401-8800	Russell McCoy, Chairperson CEZ, Inc. P O Box 141, Columbia SC, 29202 Tel:803-331-8791 Fax:

Finance Director City of Columbia 1136 Washington Square Suite, 4 th fl Columbia, SC 29201 Tel: 803-545-3406 Fax:803-255-8957	CEZ Director Felicia Maloney 3200 Grand Street Columbia, SC 29203 Tel:803-748-0964 Fax:803-748-1389
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VI. GENERAL CONDITIONS

A. General Compliance.

1. The Subrecipient agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.
2. The Subrecipient agrees to utilize Project funds available under this Agreement to carry out or cause the completion of activities stated in Section I.

B. "Independent Contractor". Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance for employees of the Subrecipient who are not employees of the Grantee as well.

C. Hold Harmless. The Subrecipient, to the extent permitted by law, shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Utilization of Funds. If the Subrecipient fails to comply with the terms of this Agreement the Grantee can terminate this contract with a 30-day notice. See Section J. Suspension or Termination.

E. Acquisition.

1. Subrecipient shall (1) complete an environmental review inspection; and (2) conduct market appraisals before completing any property acquisitions.
2. A request for advance payment must be made immediately after these two activities are completed.
3. Closing *shall not* take place until Grantee is notified that the site specific environmental review is completed.
4. All closing documents and recorded Deeds that reflect expenditures must be provided to the Grantee immediately or not more than 30 days after closing. The Subrecipient must maintain those documents in the Subrecipient's permanent record.

F. Workers' Compensation. The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees, if any, involved in the performance of this contract if required by the Workers' Compensation Act.

G. Insurance. The Subrecipient shall carry sufficient insurance coverage to protect assets from undue physical damage and require appropriate insurance of consultants, contractors and subcontractors for any work being performed.

H. Grantor Recognition. The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this contract.

I. Amendments. The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and Subrecipient.

J. Suspension or Termination. Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Section I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's option, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation, as may be determined in the sole discretion of the Grantee, for any satisfactory work completed on such documents or materials prior to termination. The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is reason to believe, in the Grantee's sole discretion, the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said contract funds due to be paid for past work until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

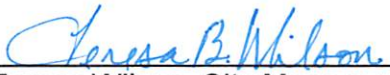
VI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date written above.

GRANTEE

City of Columbia

By: 
Teresa Wilson, City Manager

SUBRECIPIENT

CEZ, Inc.

By: 
Russell McCoy

APPROVED AS TO FORM


Legal Department City of Columbia, SC
12/16/2022

Exhibit A
Map highlighting property to be purchased for Market Place at Congaree Pointe

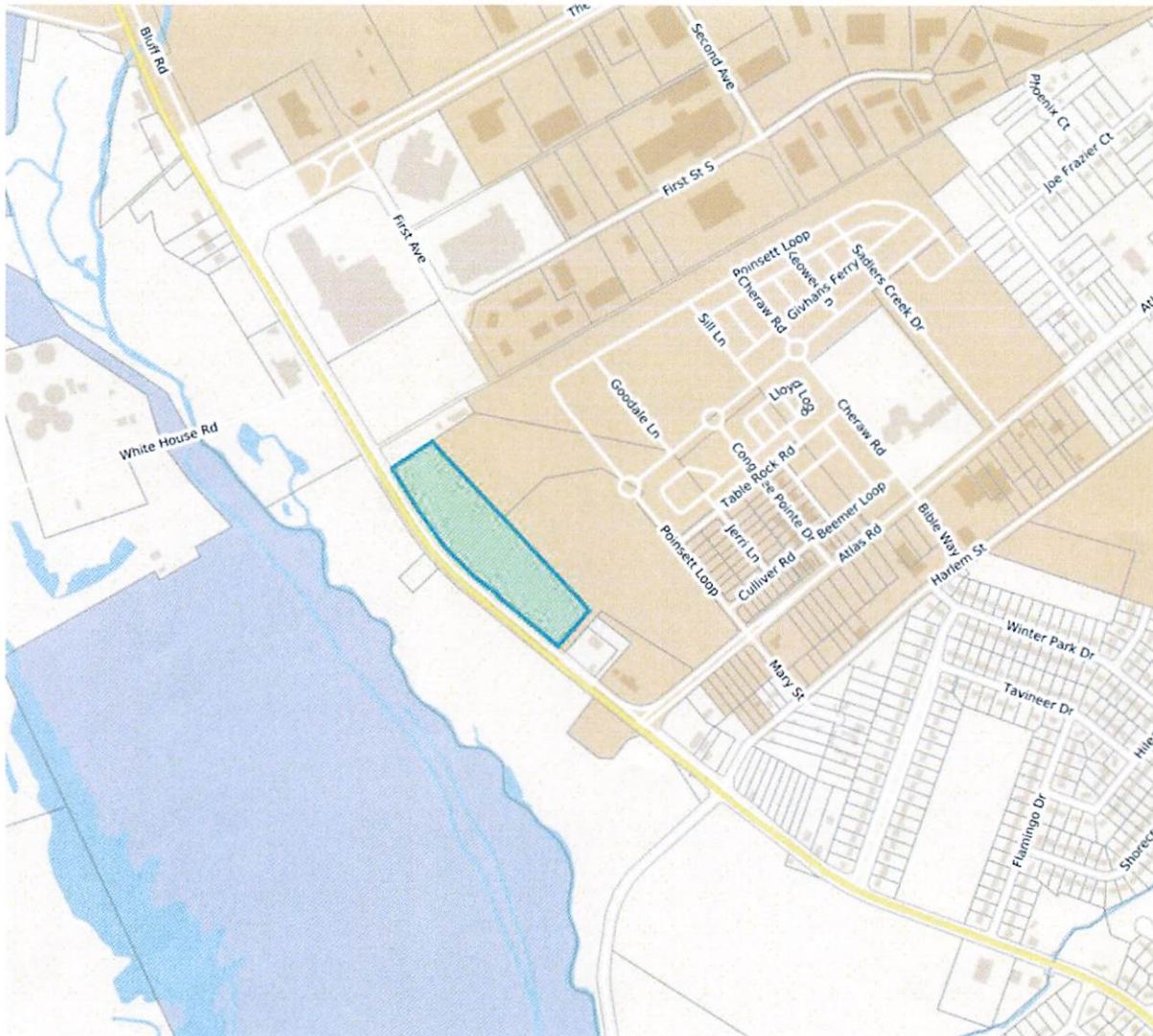



Exhibit B

	<p>State of South Carolina Request for Contribution Distribution</p> <p>This form is designed to collect the information required by South Carolina in accordance with Proviso 117.21 of the appropriations act of 2022 and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution for the designated organization. The state agency providing the contribution should use this form to collect information from the designated organization. The information must be collected from the designated organization before the funds can be disbursed.</p>	
Contribution Information		
Amount	State Agency Providing the Contribution	Purpose
\$4,000,000.00	Treasury	Bluff Road and Atlas Road Improvements

Organization Information		Organization Contact Information	
Entity Name	City of Columbia	Contact Name	Missy Gentry
Address	1737 Main Street	Position/Title	Assistant City Manager
City/State/Zip	Columbia SC	Telephone	803-545-3037
Website	columbiasc.gov	Email	missy.gentry@columbiasc.gov
Tax ID #	7000091006		
Entity Type	Municipality		
Vendor #			

Plan/Accounting of how these funds will be spent:		
Description	Budget	Explanation
Acquisition Cost	\$1,300,000.00	Property needed for full project concept
Master Planning for full site and pre-construction costs	\$650,000.00	Master Planning for property program site for full build-out
Construction of initial elements of Community Retail multi-use Market Place	\$2,050,000.00	Construction of initial elements of Community Retail multi-use Market Place portion of the project
Grand Total	\$4,000,000.00	

Please explain how these funds will be used to provide a public benefit:

The City of Columbia intends to utilize CEZ, nonprofit, a City Development Corporation to facilitate the development of the project. CEZ, Inc. will acquire the property and is prepared to solicit partners through a procurement process for Master Planning/Programming the entire site. CEZ, Inc. will also work with partners using a phased procurement and build out approach for the design/engineering and unique funding sources of the multi-use Market Place. In doing so, the intent is to proceed with construction of the initial elements of the multi-use Market Place with the available current funding while staying positioned to seek additional hard and in kind funding via partner agencies, grant opportunities and private and public investments for the full project build out.

Organization Certifications	
<p>1) Organization hereby gives assurance that no person shall, upon the grounds of race, creed, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity for which this organization is responsible.</p> <p>2) Organization certifies that it will provide quarterly spending reports to the Agency Providing Contribution listed above.</p> <p>3) Organization certifies that it will provide an accounting at the end of the fiscal year to the Agency Providing Contribution listed above.</p> <p>4) Organization certifies that it will allow the State Auditor to audit or cause to be audited the contributed funds.</p>	<p>City Manager</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p> <p style="text-align: center; font-size: 1.2em;">10/27/2022</p>

Organization Signature

Teresa B. Wilson

Teresa Wilson

Printed Name

City Manager

Title

Date

10/27/2022

Certifications of State Agency Providing Contribution	
<p>1) State Agency certifies that the planned expenditure aligns with the Agency's mission and/or the purpose specified in the appropriations act of 2022.</p> <p>2) State Agency certifies that the Organization has set forth a public purpose to be served through receipt of the expenditure.</p> <p>3) State Agency certifies that it will make distributions directly to the organization.</p> <p>4) State Agency certifies that it will provide the quarterly spending reports and accounting received from the organization to the Senate Finance Committee, House Ways and Means Committee, and the Executive Budget Office by June 30, 2023.</p> <p>5) State Agency certifies that it will publish on their website any and all reports, accountings, forms, updates, communications, or other materials required by Proviso 117.21 of the appropriations act of 2022.</p> <p>6) State Agency will certify to the Office of the Governor that it has complied with the requirements of Executive Order 2022-19 by June 30, 2023.</p>	<p>Agency Head Signature</p> <p>_____</p> <p>Date</p> <p>_____</p> <p>Printed Name</p>