



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 1, 2020

The Columbia City Council will conduct a meeting on Tuesday, December 1, 2020 at 2:00 p.m. in the Video Conferencing Technology, www.columbiasc.gov, Columbia, SC 29201.

CALL TO ORDER

INVOCATION

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the October 20, 2020 and November 5, 2020 Council Meeting Minutes.

CITY COUNCIL DISCUSSION / ACTION

2. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin
 - COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director
3. Update from Central SC Alliance - Mrs. Tracy McMillin, Interim President and CEO

CONSENT AGENDA ITEMS 4 THROUGH 21

4. Council is asked to approve a Contract for the King Street Asbestos Abatement and Demolition Project, as requested by the Community Development Department. Award to AAA Utility and Construction, LLC in an amount not to exceed \$58,850.00. The contractor is located in Columbia, SC.

Funding: Source: Community Development Control - Professional Services, King/Lyon Street Redevelopment (2519999-636600, 9100930018-636600). The original budget amount is \$60,000.00.

5. Council is asked to approve the Fiscal Year 2020/2021 Contract Extension for Cornerstone On Demand Automated Recruiting Software Solutions, as requested by the Human Resources Department. Award to Cornerstone On Demand, Inc., in the amount of \$63,133.91. The firm is located in Santa Monica, CA.

Funding Source: Program Management Office - Software Licenses (6218950-627510). The original budget amount is \$70,000.00.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 1, 2020

6. Council is asked to approve a Professional Services Agreement for Fiscal Year 2020/2021 for Employee Technology Training, as requested by the Community Development Department. Award to Fast Forward in an amount not to exceed \$100,000.00. This firm is located in Columbia, SC.

Funding Source: Community Development (1014320-636600) and Special Projects (5518415-636600). The original budget amount is \$100,000.00.

7. Council is asked to approve the Purchase of five Chevrolet Tahoes, as requested by the Columbia Police Department. Award to Love Chevrolet, using the SC State Contract in the amount of \$189,902.00. The vendor is located in Columbia, SC.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$189,902.00.

8. Council is asked to approve the Renewal of Fiscal Year 2020/2021 Records Management System Workstation Software Annual Maintenance, as requested by the Columbia Police Department. Award to Tritech Software Systems, a CentralSquare Company, in the amount of \$206,381.30. The vendor is located in Lake Mary, FL.

Funding Source: Police Administrative Services - Maintenance & Service Contract (1012402-638200). The original budget amount is \$206,381.30

9. Council is asked to approve the Purchase of Banner 5.2 Upgrade, Software Licenses, and Maintenance Support, as requested by the Budget and Program Management Office. Award to Hansen Banner, LLC, in the amount of \$822,370.00. The vendor is located in Carlsbad, CA.

Funding Source: Technology Contingency - Professional Services (5518408-636600) \$811,070.00; Technology Contingency - Software Licenses (5518408-627510) \$4,300.00; Technology Contingency - Maintenance & Service Contracts (5518408-638200) \$7,000.00. The original budget amount is \$822,370.00.

10. Council is asked to approve the Purchase of Parts and Labor for Reconditioning of the Aqua Guard Self-Cleaning Bar Filter Screen for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Parkson Corporation, as a Sole Source in the amount of \$146,000.00. The vendor is located in Fort Lauderdale, FL.

Funding Source: Utilities Metro Wastewater Plant - Special Projects (5516208-638500). The original budget amount is \$146,000.00.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 1, 2020

11. Council is asked to approve Contract Amendment #4 for Project SD8386; Harlem Heights Watershed Improvements, as requested by Columbia Water. Award to Woolpert, Incorporated in the amount of \$159,035.00. The firm is located in Columbia, SC.

Funding Source: Stormwater Improvement Capital Project Control/Capital Project Costs (5534210-SD8386-638305). The original budget amount was \$491,299.00. The budget amount for this amendment is \$159,035.00. The total revised budget amount is \$650,334.00.

Woolpert, Incorporated is the prime and will provide project management, public coordination, permitting, utility coordination, and hydraulic modeling services at 41.49% (\$269,849.00) of the revised total contract amount.

The following subconsultants will provide additional services:

4D Engineering, a Minority Business Enterprise (W) of Lexington, SC, will provide site design and construction management services at 43.34% (\$281,835.00) of the revised total contract amount.

P J Noble and Associates, a Minority Business Enterprise of Columbia, SC, will provide public involvement and meeting facilitation services at 7.27% (\$47,300.00) of the revised total contract amount.

Chao & Associates, a Minority Business Enterprise of Columbia, SC, will provide field survey and data collection services at 5.30% (\$34,450.00) of the revised total contract amount.

Schnabel Engineering of Columbia, SC, will provide geotechnical services at 2.60% (\$16,900.00) of the revised total contract amount.

12. Council is asked to approve the Purchase of the Muffin/Channel/Auger/Screenings Washer/Honey Monster, Separation Systems, Repair Services, Installation, and Maintenance, as requested by Columbia Water. Award to JWC Environmental Inc., as a Sole Source in the amount of \$211,887.75. The vendor is located in Costa Mesa, CA.

Funding Source: Utilities Metro Wastewater Plant-Equipment repair/Service Supply; (5516208-631800); Utilities Metro Wastewater Plant-Machinery and Equipment-Capital (5516208-658300); Utilities Metro Wastewater Plant-Maintenance and Service Contract (5516208-638200). The original budget amount is \$220,000.00.

13. Council is asked to approve an Agreement for Project SS7568; Saluda River Force Main Extension Project, as requested by Columbia Water. Award to Stantec Consulting Services, Inc. in the amount of \$446,350.00. The firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-SS756801-658650). The original budget amount is \$446,350.00.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 1, 2020

This is a Mentor Protégé Program Project. Stantec Consulting Services, Inc. is the mentor and will provide project management, pipeline design, and permitting services at 79.99% (\$357,050.00) of the total contract amount. Chao & Associates, a Minority Business Enterprise of Columbia, SC, is the protégé and will provide surveying and design decision assistance at 20.01% (\$89,300.00) of the total contract amount.

14. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1314 Rosewood Drive; TMS# 11208-02-10

Ordinance No: 2020-096 Annexing and Incorporating 1314 Rosewood Drive, Richland County TMS #11208-02-10 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 3

Proposal: Request recommendation to assign land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (C-3) within a Flood Protective Area (-FP) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned HI (Pending GC) by Richland County.

Applicant: Realty Haven, LLC

Staff Recommendation: Approval

PC Recommendation: 10/05/2020; Approval (8-0)

First reading approval was given on November 17, 2020.

15. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1.45-acre portion of 940 Gracern Road; TMS# 07301-02-01(p)

Ordinance No: 2020-097 Annexing and Incorporating 1.45-acre portion of 940 Gracern Road, Richland County TMS#07301-02-01(pt) into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 2

Proposal: Request to annex, assign land use classification of Employment Campus (EC) and assign zoning of General Commercial (C-3) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RS-LD by Richland County.

Applicant: American Home Renovations, LLC

Staff Recommendation: Approval

PC Recommendation: 05/04/2020; Approval (7-0)



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 1, 2020

First reading approval was given on November 17, 2020.

16. **FUTURE LAND USE MAP AMENDMENT** for parcels affected by annexation or modification of land use occurred between February 13 and November 17, 2020.

Ordinance No: 2020-094 Amending the Columbia Compass: Envision 2036 Map to assign or amend land use classifications for parcels where annexation or modification of future land use occurred between February 13, 2020 and November 17, 2020

City Council Districts: All

Proposal: Amend the Future Land Use Map of Columbia Compass: Envision 2036 to assign or amend land use classifications for parcels where annexation or modification of future land use occurred or will occur between February 13 and November 17, 2020.

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 09/14/2020; Approval (8-0)

First reading approval was given on November 17, 2020.

17. **UNIFIED DEVELOPMENT ORDINANCE - Revise Effective Date of Ordinance**

Ordinance No.: 2020-099 Amending the effective date of Ordinance No.: 2020-022 repealing and replacing Chapter 17, Planning, Land Development and Zoning of the City of Columbia, South Carolina

Proposal: Revising the effective date of Ordinance to March 31, 2021.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 10/05/20; Approval (8-0)

First reading approval was given on November 17, 2020.

18. **Ordinance No.: 2020-095 Providing for an Installment Plan of Finance for Certain Downtown City Projects; Approving Columbia Facilities Corporation and its Activities, Including the Issuance by the Corporation of not exceeding \$57,250,000 Principal Amount of Its Installation Purchase Revenue Bonds, in One Or More Series, Tax-Exempt or Taxable; Authorizing the Execution and Delivery of a Base Lease and Conveyance Agreement and an Installment Purchase and Use Agreement Each Between the City of**



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 1, 2020

Columbia, South Carolina and The Corporation; Approving the Form and Terms of a Trust Agreement Between the Corporation and a Corporate Trustee Named Therein, in Connection with such Bonds; Approving the Form of a Preliminary Official Statement and Other Documents With Respect to the Marketing and Sale of Such Bonds; Delegating Authority to the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any Two of Them Acting Together, to Approve and Determine Certain Matters; and Other Matters Relating Thereto

First reading approval was given on November 17, 2020.

19. Ordinance No.: 2020-102 Granting an encroachment to Clear Dot Charter School Columbia for the use of the right of way area of the 2000 block of Marion Street adjacent to 2015 Marion Street, Richland County TMS#09016-10-10 for the installation and maintenance of pollinator flower beds

First reading approval was given on November 17, 2020.

20. Ordinance No.: 2020-103 Granting an encroachment to Choice Hotels for the use of the right of way areas of the 1000 block of Lady Street and 1200 block of Park Street adjacent to its building at 1000 Lady Street, 1010 Lady Street, 1014 Lady Street and 1218 Park Street, Richland County TMS#09013-09-01, 09013-09-02, 09013-09-04, and 09013-09-22 for the installation and maintenance of sidewalks, driveways, parking, landscaping and irrigation

First reading approval was given on November 17, 2020.

21. Ordinance No.: 2020-105 Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and T.E.O., LLC for the sale of approximately 9.90 acres being known as Parcel C, located on the North Side (N/S) of Farrow Road, Richland County TMS #11612-04-01

First reading approval was given on November 17, 2020.

ORDINANCES - SECOND READING

22. Ordinance No.: 2020-106 Approving the Use of Certain Funds of the City of Columbia, South Carolina in order to Acquire, Construct, Equip and Develop Land and Improvements within the Bull Street Facilities and Pay Certain Costs Associated with the Development Thereof; and Other Matters Relating Thereto - Bull Street Parking Facility 1/Construction and Development



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 1, 2020

First reading approval was given on November 17, 2020.

ZONING/PLANNING MATTERS - FIRST READING

23. ZONING TEXT AMENDMENT to Amend §17-253 - -DD (design/development)/City Center Design/Development Guidelines to delete Section 3.5.4 (Site Plan Review).

Ordinance No: 2020-100 Amending Chapter 17, Planning, Land Development and Zoning of the 1998 Code of Ordinances of the City of Columbia, South Carolina, Sec. 17-253 -- DD design/development area

Proposal: Amend Sec. 17-253 of the Columbia Code of Ordinances (-DD design/development) to amend the City Center Design/Development Guidelines to delete Section 3.5.4 (Site Plan Review).

Applicant: Councilman Daniel Rickenmann, Columbia City Council

Staff Recommendation: Approval

PC Recommendation: 11/02/2020; Approved (8-0)

The public hearing was held on November 17, 2020 and first reading was deferred.

ORDINANCES - FIRST READING

24. Ordinance No.: 2020-107 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Gable Oaks Affordable Housing, 5530 Randall Avenue and 901 Colleton Street, Richland County TMS #11705-03-01 and 11706-11-03)

RESOLUTIONS

25. Resolution No.: R-2020-100 Authorizing the Purchase of 6249 Yorkshire Drive, Columbia, SC 29209 identified as Lot 13, Block I, Yorkshire; Richland County TMS#16416-03-08 n/f Walter Ray Burns, as Trustee under the Revocable Trust Agreement of Walter Ray Burns dated April 29, 2019; Project Name: Yorkshire Stormwater Improvements; CIP Project #SD8468; CF#250-515
26. Resolution No.: R-2020-104 Authorizing the City Manager to execute an Encroachment License Agreement (NS #1276367) between the City of Columbia and Dominion South Carolina, Inc. for the Richtex, Phase II Pipeline Project on Peebles Street, Richland County TMS#09303-05-41



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COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 1, 2020

OTHER MATTERS

27. Council is asked to approve the installation of one speed hump on Holly Street between Rosewood Drive and Burney Drive, as requested by the Public Works Department.

This request has been approved by the Columbia Fire Department and the Columbia Police Department.

28. Council is asked to approve a four-way stop at the intersection of Claremont Drive and Kenilworth Road, as requested by the Public Works Department.

This request has been approved by the Columbia Police Department and the Columbia Fire Department.

29. Council is asked to approve the Proposed Meeting Schedule for Year 2021.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

PUBLIC INPUT

EXECUTIVE SESSION

30. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)

*COVID-19
Hate Crimes Ordinance*

31. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)

*Salley v. Officer Myers
Strom v. City of Columbia
LJ, Inc. v. City of Columbia*

32. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)

*Project Richmond
Project Cross*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, DECEMBER 1, 2020**

33. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)

*Public Art Project
Segra Naming Rights
The COMET
2221 Devine*

ADJOURNMENT



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 20, 2020

The Columbia City Council conducted a virtual meeting on Tuesday, October 20, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:16 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Mayor Pro Tempore Edward H. McDowell, Jr. offered the invocation.

ADOPTION OF THE AGENDA

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to adopt the agenda subject to adding City Noise Ordinance to **Item 24**, adding Whitewater to **Item 26**, and deferring **Items 16** and **17**.

APPROVAL OF MINUTES

1. Council is asked to approve the June 16, 2020 Council Meeting Minutes. - *Approved*

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to approve the June 16, 2020 Council Meeting Minutes.

CITY COUNCIL DISCUSSION / ACTION

2. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin

- COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director

Mr. Harry Tinsley, Emergency Management Director said we have 40 million cases of COVID-19 worldwide with 1.1 million deaths. The U.S. stands at over eight million confirmed cases and 220,000 deaths. In the state, we had over 1.7 million tests resulting in over 158,747 positive cases. The positivity rate stands at 10.9%. The average tests administered is 6,700 per day. As of yesterday there were 25 new confirmed deaths. This brings the total confirmed deaths to 3,475. In Richland County, there has been over 161,000 tests administered, resulting in 15,741 confirmed cases. The confirmed deaths stand at 246. Staff continues to increase testing sites in the City. The



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 20, 2020

current recovery rate for the state is estimated at 92.2% and the fatality rate is estimated at 2.22%. South Carolina continues to remain stable. State public health officials and local partners continue to monitor case count positivity and hospitalizations.

Councilor Brennan asked if there are any zip codes with higher case counts.

Mr. Harry Tinsley, Emergency Management Director said in the last 14-day reporting for Richland County several zip codes are standing at 50% or above in new cases. These zip codes are: 29016, 29063, 29201, 29203 with the highest percentage at 73%, and 29210 with 63% of cases reported.

Councilor Devine asked how the City will be disseminating the protocols and COVID-19 precautions that the Inclement Weather Center will have upon its opening.

Mr. Harry Tinsley, Emergency Management Director said we have been working with our partners. We are increasing social distancing. We have done a safety and risk assessment walk through to prepare the facility. We will have temperature checks and additional table spacing. We provided PPE and assistance items to do proper testing. Transitions has also implemented their protocols and are communicating those through the United Way. They will be helping with case management. Richland County is coordinating with Prisma on any kind of testing they will need to do in case someone presents symptoms or a temperature spike. DHEC will provide lodging for any quarantine cases.

Mayor Benjamin said I have received many concerns in the interest of public health and working with our student body to manage the impacts of COVID-19. We are going to have to revisit our strategy and even though the governor has alleviated some of the controls, we still have a challenging situation. We have to think about a way to continue to work with partners to help us address the challenge.

- *Metro Wastewater Treatment Plant COVID-19 Study - Mr. R. Sean Norman, M.Sc., Ph.D., University of South Carolina Molecular Microbial Ecology Lab Director*

Mr. R. Sean Norman, M.Sc., Ph.D., University of South Carolina Molecular Microbial Ecology Lab Director said we have been using sewage surveillance at USC of SARS-CoV-2, the virus that causes COVID-19. We know that respiratory infections are shed through fecal material. A person that is infected of the virus will dispose of it through their fecal material, out into feces, and into a waste stream. That sewage system is connected into an urban area, a municipal catch group population. The catchment population is the people within an area that is connected to a wastewater treatment plant. Everybody that is within the catchment population within a 24-hour time period will provide us a fecal sample. We get a community pool fecal sample and we identify the virus

Attachment: MN_10_20_2020 (6357 : Approval of Minutes)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 20, 2020

that is being shed from that population of people over time. It is not a novel process; this has been used to track opioid usage. The CDC received federal funding to establish a national sewage surveillance system. They will be coordinating with all the sites, including South Carolina and eight different states. There are multiple benefits to using sewage surveillance to track community SARS-CoV-2 abundance. Wastewater is an efficient pooled sample of community or sub-community infection prevalence. This means we can capture both symptomatic and asymptomatic samples. This process is independent of healthcare-seeking behavior and testing access. This combats uninformed access to testing and testing fatigue. The data is available within days of shedding onset. We are working very closely with the CDC to model the data and come up with a national model that will look at how sewage surveillance can be a public health tool. I am currently working on a project with the CDC and DHEC; we are sampling over a million individuals twice a week. We get these samples from utility workers from all the wastewater treatment plants and deliver them to my lab. We blend them into a small amount and extract the acid the virus is composed of. We can quantitate the number of viral particles in that sewage over that period of time and start seeing trends. We saw declines in the number of cases across the state of SC where face mask ordinances have been put in place. This verifies the success of the policies. The numbers have steadily been decreasing over time across the state. We see spikes in the sewage a little before the cases happen in the community. We have been able to inform municipalities of those possible spikes before they happen. We are going to continue monitoring this approach through early next summer.

3. Property Tax Capacity Study - Ms. Rebecca Gunnlaugsson, PhD, Acuitas Economics

Councilor Rickenmann said this is an example of true leadership. We have talked about the concerns and issues affecting our economy. This is raw data that we should be using to move forward policies with the jurisdictions around us. I look forward to taking this and building a task force that focuses on the growth of Columbia. Sometimes when we get raw data the realities are tough but it allows us to be better than we currently are.

Ms. Rebecca Gunnlaugsson, PhD, Acuitas Economics said since 2010, South Carolina has grown more rapidly than the nation. Its compounded annual GDP growth rate since 2010 is the eight fastest among states. Columbia however has witnessed slower growth than other cities in South Carolina. The excessively high property tax rates of the City, County, and school districts have emerged to the forefront of the discussion of possible causes. This study examines the relationship between growth and property taxes. The City currently finds itself caught in a continuous loop of high property tax rates that lead to slower growth and poor property valuations. The four possible causes of high property tax rates within the City are: more tax-exempt properties, lower property values, fewer other revenue sources, and greater spending levels. The City's 2019 tax-exempt

Attachment: MN_10_20_2020 (6357 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 20, 2020**

property stands at 7.81% of fully exempt parcels, 24.51% of fully exempt market value, and 35.10% of fully exempt acreage. According to the *2012 Governing Study vs. South Carolina Cities*, Columbia has: more fully exempt parcels than the average of 5.5% across all cities, significantly more fully exempt parcels (0.0267) per capita than the average (0.019), and slightly more taxable parcels per capita (0.32) than the average (0.31). Within the City of Columbia, 7.8% of parcels are fully tax-exempt. Exempt properties alone are not the primary force impacting the ability to raise revenues through property taxation or driving the high tax rates faced by properties in the City. Total property value is lower in Richland County, driven by lower average valuations and slower growth. Except for motor vehicles and utility, Richland County lagged peer counties in assessed value growth across all property types. The total value increased only 1.9% in owner occupied parcels in Richland County. However, the average value of a home declined 1.3%. All other counties experienced significant growth in both average value and total value. The commercial/rental parcels in Richland County increased 11.7% in total value, in line with the average value increase. In the Richland County 2014 property reassessment, the Columbia Metropolitan Statistical Area (MSA) lagged both Greenville and Charleston MSA's in home price rebound coming out of the great recession, yet appraised property a year earlier than the other two. Act 388's 15% valuation increase limit resulted in overall valuation reductions and the county not being able to capture the real estate price rebound once it did arrive. We have 31.6% of properties that are valued less than the market value. A number of them are driven by this five year 15% limitation. Lower property tax revenues drive higher alternative revenue sources. The City of Columbia and Richland County raise less per capita from property taxes. In fiscal year 2019, the City collected \$275 per capita from property taxes versus Charleston (\$904), Greenville (\$1,103), and Rock Hill (\$386). Property tax rates are made up of three separate millages; the city, the county, and the school. School revenues per capita exceed peers and state average, driving higher tax rates. The three school districts within the City tend to raise higher levels of revenues per pupil than peer districts. In particular, Richland One raises a higher level of local revenues via property taxes. Higher revenues combined with lower property values drive midlands school district tax millage rather high. Columbia and Richland County combined net slightly higher levels of revenues per capita than other city/county peers except for Charleston. While Richland County has fairly consistently used bond revenues throughout 2010 and 2018, bond issuance was particularly high in 2018, sending overall revenues upward. Tax revenue increases result from one of three factors: increase in housing/commercial units, increase in average value per unit, or increase in tax millage rates. Due to Richland County's relatively stagnant unit growth and average valuations between 2010-2018, the percentages of tax revenue growth attributable to tax rate increase was 92.5% for owner-occupied housing and 67.7% for commercial and rental properties. Both Columbia and Richland County have grown significantly slower than the state average. Since 2016, the City of Columbia has seen three straight years of declining population. Columbia has a significantly higher percentage of population aged 18 to 24 (26.9%) versus Charleston (13.2%)

Attachment: MN_10_20_2020 (6357 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 20, 2020**

and Greenville (13.0%). This is driven by the University of South Carolina and its associated student population. This advantage fades out in the 25 to 54 age group. People are being attracted to other cities. In the City we have a higher percentage of persons with bachelor's degrees, higher than Lexington and Rock Hill but lower than Charleston and Greenville. The labor force participation rate is significantly lower than the other cities and the percentage employment growth has lagged behind the other cities as well. Labor force participation can be impacted by having more retired individuals but Columbia does not have a higher percentage of those individuals than its peer cities. It is likely we have a higher percentage of military personnel and greater percentage of single earner families, where one partner stays home. We could also just have people who can't work or can't find a job. This issue is important because the more people who are not in the labor force the lower the capacity of the region is. We came up with four steps as a solution to support sustained future growth in the City of Columbia and surrounding region: make property tax rates competitive, coordinate school system finances, identify and implement competitive efficiencies between the city and county, and actively petition the General Assembly to help with some of the state law issues. Act 388's 15% valuation has limitation issues. It creates inequality among lenders, causes increases in millage rates, and prevents recoupment of valuation declines. Real change requires a collaborative effort among the city, county, and school districts of data-driven, well thought out solutions that can be implemented in phases over a period of five or more years to promote sustained economic growth for the region in the future.

Councilor Rickenmann said how we address tax exempt properties is going to be part of this multi-tier solution. We have data that shows we have to work with our partners to create a different atmosphere. This is a good tool that has been well evaluated and discusses good solutions. We all want to leave office one day knowing that this City will continue to thrive. We need to consider putting a committee together made up of all the entities because this is a collective opportunity for us to positively affect the MSA.

4. Amplify: A Cultural Plan for the Columbia Area - Mr. Lee Snelgrove, Executive Director for One Columbia, Ms. Margie Reese, MJR Partners

Ms. Margie Reese, MJR Partners said the primary objective of Amplify Columbia is to identify the most effective and efficient role of the City of Columbia in cultural development. We were looking on amplifying the rich cultural sector you have in Columbia. We talked to a large number of people through online surveys, meetings at 72 locations throughout the City, 106 town hall meetings, and over 1,000 individual interviews with citizens by local artists in the non-profit sector. The key elements of the planning process were: making sure the community at-large was involved, analysis of city funding for the arts, public art review, understanding heritage and preservation of the region, investigation of current arts and cultural sector for artists to stay in



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 20, 2020**

Columbia, understanding philanthropic priorities, consideration of racial and cultural equity, and potential partners within city government. The data from the conversations led us to the following key recommendations: define a cultural policy for the City of Columbia, establish a public art policy for the City of Columbia, create an office for cultural affairs, increase investment in the local arts agency, promote arts leadership development, develop neighborhood plans for arts and culture, increase support for Columbia's artists, and design an arts learning network. We have two high level recommendations, which include a Downtown Cultural Center and a Waterfront Sculpture Park and Art Walk. This plan was adopted as part of a larger Compass Plan. Since the time of these recommendations we realize that funding opportunities and obligations have changed and other human centered issues have taken importance. At a time when you have huge responsibilities, I would encourage you to think of the arts as a vital component of city life in Columbia. In response to the COVID-19 pandemic, we have revised the recommendations to include the development and adoption of an ordinance naming One Columbia as the City's official local arts agency. This will give them greater responsibility for implementing recommendations. This will also send a huge message to the community that you consider the arts to be a priority in Columbia. Local agencies can help with grants, present programming, manage cultural facilities, provide services to artists and arts organizations, advocate for and promote arts supportive policies, ensure equity in funding, and forge partnerships. I would encourage you to look at these recommendations because the arts are always going to be important.

Councilor Duvall said the project as exceeded my expectations. I liked the way you gave concrete examples of things we can do immediately and long-term. I endorse naming One Columbia as our agent and adopting the necessary ordinance.

Councilor Brennan asked about the benefits of forming an Office of Cultural Affairs in regards to accessing funding the City has not received previously.

Ms. Margie Reese, MJR Partners said the idea of a non-profit local arts agency is that you have a designated entity that seeks federal funding on behalf of the City. Arts funding for a community your size exists and you have not been accessing it. For example, the grant that was part of the previous stimulus package which cities could apply for up to \$50,000 for general operating support. In order to be eligible for that, you had to be a previous recipient of the National Endowment for The Arts funding. There are four anchor institutions at the federal level: The National Endowment for The Arts, The National Endowment for The Humanities, The President's Committee, and The Institute for Museums and Library Services, which the City is also eligible to apply for to support exhibitions in public spaces. You use this designated entity to seek other foundation grants. The benefit is to focus on grant seeking and identify new sources to support the recommendations.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 20, 2020**

5. City of Columbia Public Mural Projects - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin said we asked staff to look at several options to engage some of our local artists. One Columbia will definitely be helping us meet our long term needs. We have so many dynamic artists and we have included examples of potential artists we might be working with.

Mr. Henry Simons, Assistant City Manager for Operations said our goal is to provide recommended locations in each district for murals that depict African American history, heritage, and culture. Ija Charles is a local artist and native of South Carolina. This presentation has some examples of her work to give the public an idea of what we would like to express in our community. We have not decided which artists will be used but we have a desire to use local talent. These recommendations are subject to change pending additional assessment from City Council. The first proposed location in downtown is 1401 Main Street, the parking lot wall facing the Wells Fargo. The other two proposed locations in the downtown corridor are 1600 Taylor Street and 1136 Washington Street. Both are City owned garages and have good visibility. We also wanted to tap into the North Main corridor with the Hyatt Park building facing the parking lot. In District Two, we recommended the Vista Greenway – Lincoln Street Tunnel which has pedestrian and vehicle traffic. As well as the Charles R. Drew Wellness Center, which has visibility to the community and Harden Street. In District Three, we recommend Valencia Park which is in the Rosewood Community. This is a local level view and there is a lot of traffic in the area. In District Four, we recommended the Woodland Park building. It is very visible to the people visiting the building and driving by. These are all possible locations that will need to be endorsed by the Mayor and City Council.

Councilor Rickenmann said I would be interested in working with an artist to create a moving billboard that can go around my district, instead of being in one place. I would like to look at that option because District Four is very widespread and I would like to share what these artists create throughout the district.

6. Accommodations Tax Committee Recommendations for Fiscal Year 2020/2021 – Ms. Missy Caughman, Budget & Program Management Director

Ms. Missy Caughman, Budget and Program Management Director said the Accommodations Tax Advisory Committee met yesterday to discuss recommendations for the FY 2020/2021 accommodations tax surplus. The projected revenues for the budget are deeply reduced by the impact from COVID-19. The budget for this year is \$1,374,703. The recommendation of the committee is in line with City Council desires to fund our two primary organizations: Capital City



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 20, 2020

Lake Murray Country at \$206,205 (15%) and the Columbia Metropolitan Conventions and Visitors Bureau at \$1,168,498 (85%). We will continue to monitor collections.

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to approve the disbursement of \$1,168,498 (85%) to the Columbia Metropolitan Conventions and Visitors Bureau and \$206,205 (15%) to Capital City Lake Murray Country from the accommodations tax surplus, as recommended by the Accommodations Tax Advisory Committee.

CONSENT AGENDA ITEMS 7 THROUGH 15

Upon a single motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to approve **Consent Agenda Items 7 through 15.**

7. Council is asked to approve the Renewal of GIS Software License and Maintenance Services, as requested by the Information Technology Department. Award to Environmental Systems Research Institute, Inc., using the Small Municipal and County Government Enterprise Agreement, in the amount of \$89,180.00. This vendor is located in Redlands, CA. – *Approved*

Funding Source: Geographic Information Systems - Maintenance & Service Contracts (5511121-638200) \$44,580.00; Development Services - Maintenance & Service Contracts (1014101-638200) \$3,400.00; Police Administrative Services - Software Licenses (1012402-627510) \$3,300.00; Engineering - Water Systems Improvements - Software Licenses (5516220-627510) \$25,700.00; Utilities Water Distribution & Maintenance - Software Licenses (5516203-627510) \$7,000.00; Office of Business Opportunities - Maintenance & Service Contracts (1011126-638200) \$500.00; Street - Storm Drains - Maintenance & Service Contracts (5534203-638200) \$200.00; Traffic Engineering - Maintenance & Service Contracts (1013203-638200) \$2,225.00; Public Works Administration - Software Licenses (1011124-627510) \$1,875.00; Utilities Wastewater Maintenance - Software Licenses (5516205-627510) \$400.00. The original budget amount is \$89,180.00.

8. Council is asked to approve a Contract for Maintenance of EnerGov Software, as requested by the Budget & Program Management Office. Award to Tyler Technologies, Inc., in the amount of \$123,480.00. This vendor is located in Duluth, GA. - *Approved*

Funding Source: Engineering (5511701-638200) \$19,866.03; Stormwater (5534202-638200) \$3,199.40; Finance/Business License (1014303-638200) \$37,344.05; Legal/Parking/Planning and Development Services/Public Works (1014101-638200) \$34,675.48; Police (1012402-638200) \$28,395.04. The original budget amount is \$142,600.00.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 20, 2020**

9. Council is asked to approve the Purchase of Allen-Bradley Standard Controls and Rockwell Products and Maintenance Services for the Wastewater Treatment Plant, as requested by Columbia Water. Award to WESCO Distribution Inc., as a sole source in the amount of \$50,000.00. This vendor is located in Woodridge, IL. – *Approved*

Funding Source: Utilities Metro Wastewater Plant - Maintenance and Service Contract (5516208-638200). Additional funds in the amount of \$31,250.00 will come from Equipment Repair/Service Supply (5516208-631800). The original budget amount is \$18,750.00.

10. Council is asked to approve the purchase of Valve Insertion Equipment for the Water Distribution Division, as requested by Columbia Water. Award to TEAM Industrial Services Inc., as a Sole Source in the amount of \$109,032.48. This vendor is located in Sugar Land, TX. – *Approved*

Funding Source: Utilities Water Distribution and Maintenance (5516203-625700). The original budget amount is \$109,032.48.

11. Council is asked to approve the purchase of CUES Equipment Repair Services and Original Equipment Manufacturer Parts for Wastewater Maintenance, as requested by Columbia Water. Award to Elxsi dba CUES, as a Sole Source in the amount of \$145,552.49. This vendor is located in Orlando, FL. I - *Approved*

Funding Source: Utilities Wastewater Maintenance - Equipment Repair/Service Supply (5516205-631800). Additional funds in the amount of \$118,552.49 will come from Auto, Trucks, Heavy Equipment Capital (5516205-658500). The original budget amount is \$27,000.00.

12. Council is asked to approve Soil and Turf Replacement and Silt Fence Installation Services for Riverfront Park Flood Repairs, as requested by Parks and Recreation Department. Award to Tolleson Limited Company, in the amount of \$295,443.20. This vendor is located in Columbia, SC. – *Approved*

Funding Source: FR-Parks - 2015 October Flood Recovery (2535104-638400). The original budget amount is \$295,443.20. This is a FEMA DR-SC4241 Project.

Attachment: MN_10_20_2020 (6357 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 20, 2020**

13. Ordinance No.: 2020-091 Authorizing the Participation by the City of Columbia, South Carolina in the Recover SC Local Government Liquidity Program; Authorizing the Execution and Delivery of any Intergovernmental Agreement with the South Carolina Jobs-Economic Development Authority and Such Other Documents and Agreements in Connection with the Sale of Revenue Bonds Issued by the Authority to Fund the RecoverSC Local Government Liquidity Program, Authorizing an Appropriation or the Issuance by the City of a Tax Anticipation Note for the Initial Payment Thereunder; and other Matters Related Thereto - *First reading approval was given on October 6, 2020. Approved on second reading.*

14. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 1.43-acre portion of 4030 West Beltline Boulevard; TMS# 11609-10-36(p) - *First reading approval was given on October 6, 2020. Approved on second reading.*

Ordinance No.: 2020-092 Annexing 1.43-acre portion of 4030 West Beltline Boulevard, Richland County TMS #11609-10-36 (pt) - First reading approval was given on October 6, 2020. Approved on second reading.

Council District:2

Proposal: Request to annex, assign interim land use classification of Urban Core Community Activity Center (UCAC-2) and assign interim zoning of General Commercial District (C-3). The property is currently classified as Mixed Residential (High Density) and zoned GC by Richland County.

Applicant: Dick Smith Motors, Inc. / WTC of West Beltline, LLC

Staff Recommendation: Approval

PC Recommendation:09/14/2020: Annex, Assign Interim Land Use & Interim Zoning APPROVE (8 - 0)

15. Resolution No.: R-2020-091 Authorizing consumption of beer and wine only at Live on Lincoln Fundraiser for the Arts on Sunday, October 25, 2020 with a rain contingency date of Sunday, November 8, 2020 - *Approved*

Attachment: MN_10_20_2020 (6357 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 20, 2020**

ZONING/PLANNING MATTERS - SECOND READING

16. ZONING MAP AMENDMENT for 1232 Whittaker Drive, TMS# 13909-09-02 – *The public hearing and first reading approval was held on September 15, 2020. – Second reading consideration was deferred.*

Council District: 4

Proposal: Request to rezone the parcel from Single Family Residential District (RS-1) to Single Family Residential District (RS-2).

Applicant: Wade Carlisle, Wade Carlisle Construction, LLC

Staff Recommendation: Approval

PC Recommendation: 07/13/2020; Approval (6-1)

ZONING/PLANNING MATTERS - FIRST READING

17. ZONING MAP AMENDMENT for 901, 903, 911, and 919 S. Edisto Avenue, TMS# 11211-06-17, 11211-06-18, 11211-06-19, and 11211-06-20 – *The public hearing was held on September 15, 2020 and first reading was deferred. – First reading consideration was deferred.*

Council District: 3

Proposal: Request to rezone the parcel from Light Industrial District (M-1) to General Residential District (RG-2)

Applicant: Robert F. Fuller, Attorney/Stratus Property Group

Staff Recommendation: Denial

PC Recommendation: 07/13/2020; Approval (7-0)

ORDINANCES - FIRST READING

18. Ordinance No.: 2020-098 Fourteenth Supplemental Ordinance Providing for the Issuance and Sale of City of Columbia, South Carolina Waterworks and Sewer System Revenue Bonds, in one or more Series, in the Aggregate Principal Amount of Not Exceeding \$315,000,000, in Order to Refinance Certain Outstanding Indebtedness and to Finance Various Capital Projects and Improvements to the System, Any Necessary Debt Service



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 20, 2020**

Reserves, Capitalized Interest and Issuance Costs; Authorizing the Mayor, the City Manager and The Assistant City Manager for Finance and Economic Services, or Any Two of Them Acting Together, to Determine Certain Matters With Respect to the Bonds; Prescribing the Form and Details of Such Bonds; and Other Matters Relating Thereto – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2020-098 Fourteenth Supplemental Ordinance Providing for the Issuance and Sale of City of Columbia, South Carolina Waterworks and Sewer System Revenue Bonds, in one or more Series, in the Aggregate Principal Amount of Not Exceeding \$315,000,000, in Order to Refinance Certain Outstanding Indebtedness and to Finance Various Capital Projects and Improvements to the System, Any Necessary Debt Service Reserves, Capitalized Interest and Issuance Costs; Authorizing the Mayor, the City Manager and The Assistant City Manager for Finance and Economic Services, or Any Two of Them Acting Together, to Determine Certain Matters With Respect to the Bonds; Prescribing the Form and Details of Such Bonds; and Other Matters Relating Thereto. Councilor Devine recused herself due to a potential conflict of interest.

RESOLUTIONS

19. Resolution No.: R-2020-088 Public Input on Closing and Transfer of an unopened portion of Sloan Street adjacent to Richland County TMS #11314-09-09 and 11314-09-08 – *Approved*

Council opened the Public Hearing at 5:49 p.m.

No comments were received at this time.

Council closed the Public Hearing at 5:50 p.m.

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2020-088 Public Input on Closing and Transfer of an unopened portion of Sloan Street adjacent to Richland County TMS #11314-09-09 and 11314-09-08.

Attachment: MN_10_20_2020 (6357 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 20, 2020**

20. Resolution No: R-2020-092 Approving the Honorary Naming of the Southwest Corner of Harden Street and Washington Street “Columbia Hospital Way” - *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to approve Resolution No: R-2020-092 Approving the Honorary Naming of the Southwest Corner of Harden Street and Washington Street “Columbia Hospital Way”.

OTHER MATTERS

21. Council is asked to approve an Economic Development Grant Agreement for the Creation of a New Technology Training and Apprenticeship Program within the City of Columbia, as requested by the Economic Development Department. Award to Create Opportunity, LLC in an amount not to exceed \$40,000.00. This firm is located in Columbia, SC. – *Approved*

Funding Source: ED Special Allocation (5511301-638508). The original budget amount is \$40,000.00.

Councilor Duvall said I endorse the idea of training coding to people, especially in this new market but this is something the private sector can handle. This \$40,000 is a good part of the Economic Development budget and that money can be better used to incentivize what we have previously used the funding for. Instead of giving eight people \$5,000 as a scholarship for coding, we keep that money and use it to help more people.

Mayor Benjamin said it’s not just eight people; we expect for this to grow. We are talking about helping people who live in the bottom quantile of our society. This is potentially a transformational opportunity for folks and a way to promote equity and inclusion.

Councilor Devine said when we talk about elevating economic mobility for our citizens, this is a good project and we need to move on it so we can get folks employable in these types of jobs.

Councilor Rickenmann said this is a successful company and I am surprised they need money from us to create this program when there are grants out there. If this was another time and we weren’t pressed for funds, I would agree with the innovative idea. There are currently a lot of small businesses that can use the money to stay afloat. This should be a private sector venture instead of a public sector.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 20, 2020

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted [5 to 2] to approve an Economic Development Grant Agreement for the Creation of a New Technology Training and Apprenticeship Program within the City of Columbia, as requested by the Economic Development Department. Mr. Brennan, Mr. McDowell, Ms. Devine, Mr. Davis, and Mayor Benjamin voted aye. Mr. Rickenmann and Mr. Duvall voted nay.

APPOINTMENTS

22. Board of Zoning Appeals

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the reappointment of Mr. Marcellous Primus to the Board of Zoning Appeals.

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to approve the appointment of Ms. Kathryn Fenner to the Board of Zoning Appeals.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve the appointment of Mr. John Guignard to the Board of Zoning Appeals.

23. Planning Commission

Upon a motion made by Mr. McDowell and seconded by Mayor Benjamin, Council voted unanimously to approve the appointment of Ms. Anna Davis to the Planning Commission.

PUBLIC INPUT

Mr. Jared Johnson, Rosewood Community Art Project Advocate said In June, my neighbors and I came together to create an inclusive art project that would recognize and honor the lives of George Floyd, Brianna Taylor, Ahmad Aubrey, and the countless black lives we have lost to police violence. To support the project and in an attempt to make sure that there was a real hunger for a street mural we created a petition and met face-to-face with the businesses on Jim Hamilton and businesses in the greater area of Columbia. Our petition has 2,836 signatures and we have the support of Hunter Gatherer and City Roots. I have been in contact with various Councilmembers, the Mayor, and City Manager. This Council has a unique opportunity to work with the people of the City and Rosewood if they support the project. When was the last time the City had a grassroots petition to reach almost three thousand signatures? When was the last time the community came together to directly contact their representatives in a coordinated effort? We can't ignore the voices of the people and it's not enough to just listen, action is expected and required from all of us. I



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 20, 2020

understand that a municipal power structure is different from the power structures we see in federal and state government, but mayors, managers, and council people are still representatives of the people that live in their city. We risk so much when we don't listen to our fellow citizens; individuals begin to lose interest and faith in the very government that most directly impacts their lives. Some say the Rosewood Community art project should be on a building, but limiting the words or phrases to privately owned buildings shows that the City doesn't truly believe that black lives matter. Columbia is no different from Washington DC, Charlotte, Charleston, or any of the other cities that have moved forward with street murals. There are now street murals in Spartanburg and Florence. This will not cost the City a single dime and the groundwork has already been laid. Rosewood strongly believes in free speech. The fear of retaliation is not an issue. If someone has an alternative message, I request that you hear from them as well but hold them to the same standard of requesting a petition, local business support, and presentation to the city for judgment. Art has an impact on critical thinking and sparks conversations and thoughts that have never been had. Art is vital in any great city. Let's put our artists to work and allow them to take part in the democratic process of community building. Projects like this one should not be an either-or situation or pitted against similar ideas. The location on Jim Hamilton offers a birds-eye-view and is the perfect companion art piece to go along with Owensfields park. I also would recommend that the City seriously consider granting One Columbia the authority to handle arts projects like the Rosewood Community Art Project. We are ready to continue the work. Please join us.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to enter into Executive Session at 6:22 p.m. for the discussion of **Items 24** through **26** as amended to add City Noise Ordinance to **Item 24** and Whitewater to **Item 26**.

24. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
- COVID-19
 - Sloan Street
 - Bull Street Park Renaming
 - Monuments and Memorials - National Park Service

Attachment: MN_10_20_2020 (6357 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 20, 2020**

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25. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)
- Robinson Gray
 - First Reliance
26. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)
- 2221 Devine Street
 - IPRB – Underwriter

Mayor Benjamin left the meeting at 7:11 p.m.

ADJOURNMENT

Council adjourned the meeting at 7:22 p.m.

Respectfully submitted by:

Erika D. Moore Hammond, CMC
City Clerk

Attachment: MN_10_20_2020 (6357 : Approval of Minutes)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES THURSDAY, NOVEMBER 5, 2020

The Columbia City Council conducted a Special Called Meeting on Thursday, November 5, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 12:04 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Mayor Pro Tempore Edward H. McDowell, Jr. offered the invocation.

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to adopt the agenda, subject to adding an Executive Session discussion of COVID-19 under the Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2), prior to discussing Item 1.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 12:07 p.m. for the Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2) - COVID-19.

Council returned from Executive Session at 12:24 p.m.

EMERGENCY ORDINANCE

1. Ordinance No.: 2020-093 An Emergency Ordinance Extending Certain Emergency Ordinances Related to COVID-19 - *Approved*

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to approve Ordinance No.: 2020-093 An Emergency Ordinance Extending Certain Emergency Ordinances Related to COVID-19, subject to amending paragraphs one and two to add the words "which cover the nose and mouth" immediately after the words "face covering(s)".

Attachment: MN_11_05_2020 (6357 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
THURSDAY, NOVEMBER 5, 2020**

Mayor Benjamin said we recognize the economic crisis caused by a public health crisis. If we can get our hands around the public health crisis, the economic crisis and educational crisis will fix themselves. We want to stress accountability through collective responsibility. I want to thank our team of fire marshals and other public safety officers working in the community. We are not where we want to be but we won't get there unless we do it together.

PUBLIC INPUT

No comments were received at this time.

ADJOURNMENT

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to adjourn the meeting at 12:31 p.m.

Respectfully submitted by:

Erika D. Moore Hammond, CMC
City Clerk

Attachment: MN_11_05_2020 (6357 : Approval of Minutes)

Contract

City of Columbia, South Carolina

King Street Asbestos Abatement and Demolition Project

Bid018-20-21-GBP

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and AAA Utility and Construction, LLC with legal address and principal place of business at 5448 Bluff Road, Columbia, SC 29209, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1 Contractor shall perform the Work as specified or indicated in the Contract Documents.

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by the City of Columbia.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be forty-five (45) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

3.2 Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between Contractor and Owner that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as Fifty-Eight Thousand Eight Hundred Fifty Dollars and Forty Cents (\$58,850.40).

ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 Contractor shall submit Applications for Payment in accordance with Part 15 General Specifications of the City's Engineering Regulations. Applications for Payment will be processed as provided in the Conditions of the Contract.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 Owner will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the General Specifications.

6.2 Upon final inspection and acceptance of the Work, in accordance with Part 15 General Specifications, Owner will pay the remainder of the Contract Price.

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay until the Work is complete.

7.2 This liquidated damages provision is non-exclusive and not intended to limit Owner's remedy for breach of this Contract or delay in Contract Times.

7.3 This liquidated damages provision is non-exclusive and not intended to limit Owner's remedy for breach of this Contract or delay in Contract Times.

ARTICLE 8. ASSURANCE

8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work that were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in Contract Documents.

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 Contractor has given Engineer written notice of any conflict, error or discrepancy that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.6 Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9. CONTRACT DOCUMENTS.

9.1 Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Instructions to Bidders, the General Conditions of the Contract or General Specifications, the construction specifications, provisions of the Contract Documents, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof.

9.2 The Contract Documents that comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications" of the City of Columbia's Engineering Regulations.

9.2.7 Asbestos Report for 1113 and 1113 ½ King Street, Asbestos Report for 1115 and 1115 ½ King Street, Asbestos Report for 1117 and 1117 ½ King Street, Asbestos Report for 1121 and 1121 ½ King Street, Asbestos Report for 1123 and 1123 ½ King Street and the Asbestos Report for 1125 and 1125 ½ King Street.

9.2.8 Conditions of Federal Funding and Federal Labor Standards Provisions for Contractors.

9.2.9 SCDHEC Regulation 61-86.1 Standards of Performance for Asbestos Projects.

9.2.10 SCDHEC Renovation and Demolition Guidelines.

9.2.11 Site Map.

9.2.12 Any modification, including Change Orders, duly delivered after execution of Contract.

ARTICLE 10. TERMINATION

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total

contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS

11.1 Terms used in this Contract that are defined in Part 15 General Specifications shall have the meanings assigned in the Conditions of the Contract.

11.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

11.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, Contracts and obligations contained in the Contract Documents.

11.4 The Contract Documents constitute the entire Contract between Owner and Contractor and may only be altered, amended or repealed by a Modification.

11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the sole expense of the bidder(s). Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

This Contract is subject to the final approval of Council and shall become effective on the date listed on the subsequent Notice to Proceed (NTP) and City of Columbia Purchase Order. The Contractor shall not perform work on or incur any costs associated with this contract prior to the commencement date listed on the Notice to Proceed and the City issued purchase order for work outlined herein. The City assumes no liability for any expenses incurred prior to the issuance of the NTP and purchase order.

Space Intentionally Left Blank

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date:

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

Department of Procurement and Contracts

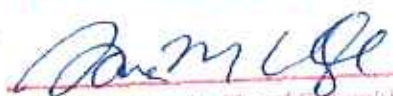
1800 Main Street, 2nd Floor

Columbia, SC 29201

Date:

Note: If Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

Attachment: Contract approved by Legal (6361 : King Street Asbestos Abatement and Demolition)

Event Number	BID018-20-21-GBP	Organization	City of Columbia, SC
Event Title	King Street Asbestos Abatement and Demo	Workgroup	Purchasing
Event Description	A non-mandatory but highly recommended	Event Owner	Gary Porth
Event Type	IFBs	Email	gary.porth@columbiasc.gov
Issue Date	10/29/2020 03:48:52 PM (ET)	Phone	803 (545) 3241
Close Date	11/12/2020 11:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
AAA Utility and Construction LLC	Columbia	SC	11/12/2020 09:48:03 AM (ET)	1	\$58,850.40
Carolina Wrecking, Inc.	Columbia	SC	11/11/2020 04:01:36 PM (ET)	1	\$59,400.00
Corley Construction, LLC	Columbia	SC	11/12/2020 10:42:06 AM (ET)	1	\$60,200.00
Lindler's Construction of SC LLC	Newberry	SC	11/12/2020 10:30:09 AM (ET)	1	\$75,570.00
Environmental Holdings Group,	Spartanburg	SC	11/12/2020 07:34:34 AM (ET)	1	\$85,929.00
Jones Grading & Building, Inc	CHARLOTTE	NC	11/12/2020 09:59:13 AM (ET)	1	\$89,995.00
G & P Construction, Hauling and	North Augusta	SC	11/5/2020 08:26:26 AM (ET)	1	\$92,297.00
COMPLETE DEMOLITION SERVICE	Carrollton	GA	11/11/2020 11:20:52 AM (ET)	1	\$191,000.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

Business Information Record for Subconsultants/Subcontractors

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for proposed changes.

MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE "NO LINE STRIKE THROUGH"

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE #	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (if applicable - Use 2 letter Code See Key Below)
				0 %		
				0 %		
				0 %		
				0 %		
				0 %		
				0 %		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female
BM – African American Male
HM – Hispanic American Male

AM – Asian American Male
FB – Non-Minority Female Owned
NF – Native American Female

BF – African American Female
HF – Hispanic American Female
NM – Native American Male

COMBINED TOTAL SUB AMOUNT: \$ 0.00

TOTAL CONTRACT AMOUNT: \$ 0.00

I certify this information is true, correct, complete and active.

Business Name: AAA Utility and Construction, LLC

Representative Name/Title: David Welsford, manager

Date: 11/12/2020

1113-1125.5 King Street GIS Mapper

City Information
Supporting the City with GeoSpatial Technologies

Layers

- City Information
- Planning & Development
- Zoning
- Recreation & Transportation
- Boundary
- Public Safety
- Election
- Environmental
- Pictometry 2019

Find address

City Information Finder

Search for an address or locate on map

1113 KING ST

City Council Information

Within the City Limit: Yes
Council District: **2**
Council Representative: [Edward H. McDowell, Jr.](#)
Mayor: [Steve Benjamin](#)
At-Large Councilwoman: [Tameika Isaac Devine](#)
At-Large Councilman: [Howard Duval](#)

School District and Neighborhood

[Richland School District 1](#)
Columbia Council of Neighborhoods: [Lyon Street Neighborhood Association](#)

Landuse Information

Parcel Number: [11414-17-16](#)
Zoning District: [RG-2](#)
Design and Preservation District: [No](#)
Design/Development District: [No](#)
Designated Landmark: [No](#)
Community Character District: [No](#)
Floodplain: [No](#)
Future Lanuse: Urban Core Residential Small Lot
[Census Tract: 13 Information](#)
[Planning and Development Services](#)

Solid Waste Pickup Information

Garbage Day: [Monday](#)
Yard Day: [Thursday](#)
Recycle Day: [Monday \(1st and 3rd\)](#)
Phone: [\(803\) 545-3800](#)

Voting Information

Precinct Name: Ward 33
Polling Station: [Martin Luther King Memorial Park](#)
Address: [2300 Greene Street](#)

Water & Sewer Service Information

Water Service: You are within the City of Columbia Water Service Area. Please call our Customer Care

Attachment: Site Map (6361 : King Street Asbestos Abatement and Demolition)



Cornerstone OnDemand – ORDER

Client Name ("Client"):	City of Columbia		
Order Effective Date:	[Date of last signature below]		
Master Agreement Effective Date:	9/14/2015		
Is a new purchase order required for this purchase?*	("No," unless box is checked) [] Yes: PO#		
Primary Client Contact	Pam Benjamin	prbenjamin@columbiasc.net	+1.931.380.2730
Client Address (Ship To)	1737 Main St, Columbia, SC, 29201, United States		
Primary Billing (Invoice) Contact	Pam Benjamin	prbenjamin@columbiasc.net	+1.931.380.2730
Client Billing (Invoice) Address:	1737 Main St, Columbia, SC, 29201, United States		
Order Start Date:	9/14/2018	Order Term/ Order End Date:	9/13/2021

*Note: If Purchase Order (PO) number is required for this purchase and not listed above, please send PO number to DLCollections@csod.com within 3 business days of order signing

This Order is hereby incorporated into and made part of the Master Agreement (sometimes referred to as the Cloud Subscription Agreement or License and Services Agreement or similar name) by and between Client and Cornerstone OnDemand (the "Agreement"). Capitalized terms used, but not otherwise defined, herein shall have the same meanings assigned to those terms in the Agreement. If the term of the Agreement is set to expire prior to the end of the Order Term, the term of the Agreement is hereby extended through the end of the Order Term for the purposes of this Order.

Product Name	Max Quantity	Annual Fee(s)
Performance	2,400	\$19,500.00
Encryption of Data at Rest Connector	1	\$2,000.00
Recruiting	2,400	\$27,000.00
Choice Customer Success Package	1	\$5,031.12
ANNUAL FEE SUBTOTAL		\$53,531.12
		One Time Fee(s)
Services (see attached Statement of Work)		\$0.00
FIRST YEAR GRAND TOTAL		\$53,531.12

For the Recruiting module, the "maximum quantity" refers to the total number of employees in the organization (including its Affiliates if applicable) – not Active Users.

Choice Package:

New Functionality Readiness and Adoption – *adopt and drive usage of new features*
 Optimization and Curation – *keep your system relevant and easy to use, increase adoption and build competencies*
 S.O.S. (Sustain Our System) – *get help with tasks and on-boarding new admins, and tune up your reports*
 Education – *an efficient way to learn Cornerstone products, features and functions*
 Customer Success – *proactive, strategic guidance and support to make the most of your investment*
 Technical Support – *enhanced support and issue resolution*
 Client Community – *access self-help tools, connect with peers and stay up to speed on what's new*
 Product Collaboration and Engagement – *have a voice in the future of Cornerstone*

Annual fees are invoiced annually, beginning on the Order Start Date, through the Order End Date. If applicable, the final invoice for annual fees (except for learning content) will be prorated as follows: (total number of days in the prorated period / 365) x annual



fee. One-time fees are Invoiced on the Order Start Date. See <https://www.cornerstoneondemand.com/support/choice> for detailed support descriptions for detailed support descriptions.

Client agrees to an annual 4.50% fee increase for the Annual Fees in this Order, beginning on the first anniversary thereof. In exchange, Cornerstone agrees never to increase prices for Cornerstone software beyond this rate during the Order Term and/or any renewal thereof for the same contract length, products and quantities.

Agreed and accepted:

Client		Cornerstone OnDemand, Inc.	
Signature:		Signature:	
Name:	Teresa Wilson	Name:	BFF6B53CF008490... Jim Gill
Title:	City Manager	Title:	Vice President, Public Sector
Date:	11/27/2018	Date:	November 27, 2018

APPROVED AS TO FORM

Legal Department City of Columbia, SC



Cornerstone OnDemand, Inc.
1601 Cloverfield Blvd,
Suite 620 South
Santa Monica, CA 90404

Invoice

#110550

September 14, 2020

R 208041

Bill To

City of Columbia
Columbia SC 29201
United States

Ship To

City of Columbia
Columbia SC 29201
United States

Amount Due
US Dollar

\$63,133.91

Due Date: October 14, 2020

Terms	Due Date	PO #	Account Manager	Tax ID
Net 30	October 14, 2020		Art Eckstrom	

Quantity	Item	Rate	Amount
1	Performance Contracted Users / Licenses: 2400 Unit of Measure: Subscriptions Start Date: 9/14/2020 End Date: 9/13/2021		\$21,294.49
1	Encryption of Data at Rest Connector Contracted Users / Licenses: 1 Unit of Measure: Subscriptions Start Date: 9/14/2020 End Date: 9/13/2021		\$2,184.05
1	Recruiting Contracted Users / Licenses: 2400 Unit of Measure: Subscriptions Start Date: 9/14/2020 End Date: 9/13/2021		\$29,484.68
1	Choice Customer Success Package Contracted Users / Licenses: 1 Unit of Measure: Each Start Date: 9/14/2020 End Date: 9/13/2021		\$5,494.11

Pursuant to Cornerstone OnDemand Order dated November 27, 2018

Attachment: R208041 Invoice (6346 : Cornerstone on Demand Automated Recruiting Software FY 20/21 Contract Extension)

CONFIDENTIAL



Cornerstone OnDemand, Inc.
1601 Cloverfield Blvd,
Suite 620 South
Santa Monica, CA 90404

Invoice

#110550

September 14, 2020

If you have any questions, please contact Jacky Chea at or jchea@csod.com. Thanks!

Subtotal	\$58,457.33
Tax Total ()	\$4,676.58
Total	\$63,133.91
Amount Paid	\$0.00

Please Note New Wire/ACH Transfer Instructions Below:

Silicon Valley Bank

3003 Tasman Drive
Santa Clara, CA 95054-9815
FBO: Cornerstone OnDemand, Inc

Swift Code: SVBKUS6S

Account: 3300164972

Routing: 121140399

Bank Contact: Ai Van Quach (949) 754-0835

Please email all remittance advice to: DLCollections@csod.com

Please mail all physical check payments to the following address::

Cornerstone OnDemand
Dept CH19590
Palatine, IL 60055-9590

Attachment: R208041 Invoice (6346 : Cornerstone on Demand Automated Recruiting Software FY 20/21 Contract Extension)

CONFIDENTIAL

STATE OF SOUTH CAROLINA)
) **CONTRACT FOR PROFESSIONAL SERVICES**
COUNTY OF RICHLAND)

THIS AGREEMENT entered into this 1st day of July 2020 between The City of Columbia (hereinafter called the "City"). its successors and assigns, and Fast Forward (FF) (hereinafter called FF").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Professional.

NOW, THEREFORE, THE parties hereto do mutually agree as follows:

1. EMPLOYMENT OF PROFESSIONAL

The City hereby engages the professional service of FF and FF hereby agrees to perform the services hereafter set forth.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Professional shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in this contract.

A. Populations

1. Veterans
2. Seniors
3. Youth
4. Adult Special Needs
5. Adults

8. Services

1. Classes and Online Classes
 - a. General Computer
 - b. Keyboarding
 - c. Job skills
2. Employment related services for residents of the City of Columbia who, as defined by the US Department of Housing and Urban Development and meet Low to Moderate income requirements "Low" (S50%) of the Area Median Income (AMI) "Moderate" (S80%) AMI and those presumed to be LMI-to include Abused Children, Elderly Persons, Battered Spouses, Homeless Persons, Severely Disabled Adults, Illiterate Adults, Persons Living with AIDS. and Migrant Farm Workers)
 - a. Computer based skills training
 - b. Development of resumes. electronic portfolios

c. Job preparation services

3. Youth

- a. Technology classes
- b. WIN Accounts to prepare for assessments (WorkKeys or WIN)
- c. WIN Strategic Compass
- d. Development of out of school time programs for youth

4. Adult Special Needs

- a. Provide programs for adults with special needs

5. Assist Community Development as needed with outreach to address concerns of the most vulnerable residents of the City of Columbia.

6. Upon request develop outreach materials for Community Development including but not limited to surveys.

- a. Reporting - FF will provide COC with the following quarterly reports showing numbers of students, classes. development of programs for each group.

C. Web-based Service

1. During the time of the Corona Virus, Fast Forward will provide services to the residents of Columbia through their www.columbiasharenet.org website. This website will include resources for residents of Columbia for youth, adults, seniors, wellness, information about Columbia and its neighborhoods. The site will be updated at least three times a week to add new information. And can be updated daily if there is a need.

D. Agreement

It is understood that circumstances arising during the project may require the activities described above to be replaced with other activities of an equivalent value. Such changes will be based on the mutual understanding of both parties, which may be recorded as an addendum to this statement of work or as a letter from one party to the other. The term of this Statement of Work is July 1, 2020 - June 30, 2021; reviewed annually for changes by April 30. This Statement can be renewed. Dee Albritton, Executive Director of Fast Forward will be the contact for the City of Columbia.

3. **METHODOFPAYMENT**

It is agreed that in no event will the total compensation to be paid hereunder exceed the (Initial) maximum sum of \$100,000.00 per year. Payments will be made quarterly, beginning July 1, 2020 and running through June 30, 2021.

A. Tennes

The client will:

- 1. Participate as requested in activities. This includes calling meetings and

providing information requested by FF.

11. Provide a fee of \$100,000.00 per year to FF. Additional fees may be accrued if negotiated by the parties. Subsequent year's payments will be negotiated annually based on any changes in the Statement of Work. Payments will be made quarterly, beginning July 1, 2020 and running through June 30, 2021.

Either party may terminate this arrangement with 30 days' written notice. If it is terminated, FF will present COC with a statement of account showing all fees paid to that time and itemizing work performed. If work performed exceeds fees paid to date, COC will pay FF for such work at a mutually agreed upon adjusted price.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Professional under this Contract are confidential and the Professional agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

5. ACCESS TO RECORDS

The Professional shall make available for examination all of its records with respect to all matters covered by this Contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract.

6. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Professional.

7. AMENDMENTS

The parties may amend this Agreement at any time provided that such amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City 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 the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both parties.

8. ASSIGNABILITY /SUBCONTRACTING

The Professional shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Professional shall be as fully responsible to the City for the acts and omission of its sub-professionals, as it is for the acts and omissions of persons directly employed by him.

The Professional shall furnish and cause each of its Sub-Professionals to furnish all information and reports required hereunder.

9. 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 professional shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance.

10. TERMINATION FOR CONVENIENCE OF THE PARTIES

The Parties may terminate this Contract at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 5 above shall, at the option of the City, become its property.

11. INTEREST OF PROFESSIONAL

The Professional covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract or which is adverse to the interests of the City of Columbia. The Professional further covenants that in the performance of this Contract no person having such interest shall be employed.

The Professional agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Professional has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this contract.

12. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions

of this nondiscrimination clause. The Contractor will incorporate requirements in all subcontracts for program work.

13. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

14. COMPLIANCE WITH LOCAL LAWS

The Professional shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract.

15. PERSONNEL

All of the services required hereunder shall be performed by the Professional and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services.

The Professional represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.

IN WITNESS WHEREOF, the City and the Contractor have entered into this Agreement as of the date first above written.

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY: _____

Teresa Wilson

ITS: City Manager

WITNESSES AS TO
PROFESSIONAL (Type or Print
Name of Professional)

FAST FORWARD

BY: _ _ _ _ _

Dedria D. Albritton

ITS: Executive Director

Federal ID. No.: 54-2158648

APPROVED AS TO FORM

Ellicia Howard, Procurement Manager
 Phone: (803) 737-0687
 Email: ehoward@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 1
 Date: 11/1/2020

LAW ENFORCEMENT VEHICLE INDEX

	Initial Contract Term	Contract Rollover Dates		Order Cut Off Date	Base Price
LE-4 - Law Enforcement, Pursuit Rated Sedan, V8 RWD with Add Option to V6 AWD, Gas 2021 Dodge Charger LDDE48 RWD V8 Pursuit	11/1/20 - 10/31/21	TBD	TBD	TBD	\$25,250.00
LE-7 - Law Enforcement, Pursuit Rated, Mid-Size Utility Vehicle, V6 AWD with Add Option to V8 AWD, Gas 2021 Dodge Durango AWD V6 Pursuit WDEE75	11/1/20 - 10/31/21	TBD	TBD	TBD	\$30,540.00
LE-8 - Law Enforcement, Pursuit Rated, Full Size Utility Vehicle, RWD w/4x4 Add Option, Gas Chevrolet Tahoe CC10706 9C1	11/1/20 - 10/31/21	TBD	TBD	TBD	\$34,478.00
LE-9: Police Utility Intermediate - All Wheel Drive, Pursuit-Rated, Hybrid or FFV Ford Police Interceptor Utility K8A	11/1/19 - 10/31/20	11/1/20 - 10/1/21		TBD	\$32,603.00

Ellicia Howard, Procurement Manager
 Phone: (803) 737-0687
 Email: ehoward@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 2
 Date: 11/1/2020

LE-4 - Law Enforcement, Pursuit Rated Sedan, V8 RWD with Add Option to V6 AWD, Gas

Contract Number: **4400024876**

Contractor: **Performance CDJR**

Initial Contract Term: 11/1/2020 - 10/31/2021

Address: 605 Warsaw HWY Clinton NC 28338

Contract Rollover Dates:

Vendor #: 7000241847

Order Cut Off Date: **TBD**

Contact: **Amy Hill**

Model: **2021 Dodge Charger LDDE48 RWD V8 Pursuit**

Email: ahill@ramclinton.com

Commodity Code: 07105

Telephone: **336-687-7964**

Delivery Days ARO: 120

Fax:

BASE PRICE \$25,250.00

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

Optional Additions

Drivetrain from V8 RWD to V6 AWD \$1,962.00

Center Console Upgrade from Police Interior Package-Full factory console \$259.00

Change to Carpet & Cloth Interior No Charge

Privacy Glass (State Standard Spec) \$235.00

Street Appearance Package-Does not include spotlight for true street appearance. Blends with general population No Charge

Optional Deductions

Driver-side Mounted Spotlight \$185.00

Distance From Dealership to SFM \$12.00

Header-Mounted Switch Controlled High Intensity Map Light (law Enforcement Dome Light) No Charge

Delivery Information

Distance From Dealership to SFM 12

Amt. of Base Price Allocated to Delivery to SFM \$18.00

Price Per Mile Contractor May Charge \$1.50

[Return to Index](#)

Attachment: SC State Contract 4400024875 (6353 : Five (5) 2021 Chevrolet Tahoes for the Columbia Police Department)

Ellicia Howard, Procurement Manager
 Phone: (803) 737-0687
 Email: ehoward@mimo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 4
 Date: 11/1/2020

LE-7 - Law Enforcement, Pursuit Rated, Mid-Size Utility Vehicle, V6 AWD with Add Option to V8 AWD, Gas

Contract Number: **4400024877**

Contractor: **Performance CDJR**

Initial Contract Term: 11/1/2020 - 10/31/2021

Address: 605 Warsaw HWY Clinton NC
 28338

Contract Rollover Dates: TBD TBD

Vendor #: 7000241847

Order Cut Off Date: **TBD**

Contact: **Amy Hill**

Model: **2021 Dodge Durango AWD V6
 Pursuit WDEE75**

Email: ahill@ramclinton.com

Commodity Code: 07105

Telephone: **336-687-7964**

Delivery Days ARO: 90-120

Fax:

BASE PRICE \$30,540.00

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

Optional Additions

*Anti-Theft Device (i.e. TREMCO or Computer Controlled
 Shift from Park Prevention)*

No Charge

Engine Upgrade from V6 to V8

\$2,632.00

Full Wheel Covers

\$306.00

*Interior Upgrade from Police Interior Package (center
 console added, full-vehicle cloth seating, carpet
 flooring)-Not street appearance-still has spotlight and
 standard wheels*

\$264.00

Optional Deductions

Driver Side-Mounted Spotlight

\$478.00

Distance from Dealership to SFM Delivery Point

\$12.00

*Header-Mounted Switch Controlled High Intensity Map
 Light (Law Enforcement Dome Light)*

Standard
 Equipment

Delivery Information

Distance from Dealership to SFM Delivery Point

12

Amount of Base Price Allocated to Delivery to SFM

\$18.00

Price Per Mile Contractor May Charge

\$1.50

[Return to Index](#)

Attachment: SC State Contract 4400024875 (6353 : Five (5) 2021 Chevrolet Tahoes for the Columbia Police Department)

Ellicia Howard, Procurement Manager
 Phone: (803) 737-0687
 Email: ehoward@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 3
 Date: 11/1/2020

LE-8 - Law Enforcement, Pursuit Rated, Full Size Utility Vehicle, RWD w/4x4 Add Option, Gas

Contract Number: **4400024875**

Contractor: **Love Chevrolet Co.**

Initial Contract Term: 11/1/2020 - 10/31/2021

Address: P.O. Box 8387 Columbia SC 29202

Contract Rollover Dates: TBD TBD

Vendor #: 7000044959

Order Cut Off Date: **TBD**

Contact: **Donna Casey**

Model:
Chevrolet Tahoe CC10706 9C1

Email: dcasey@loveauto.com

Commodity Code: 07105

Telephone: **803-407-2275**

Delivery Days ARO: 150

Fax:

BASE PRICE \$34,478.00

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

Optional Additions

4x2 to 4x4 (State Std. Spec) \$3,075.00

Interior Upgrade from Police (carpet, cloth front bucket seats, cloth rear seat) \$265.00

Center Console-Includes Safety & Alert Package \$720.00

Optional Deductions

Driver-Side Mounted Spotlight \$635.00

Header-Mounted Switch Controlled High Intensity Map Light (Law Enforcement Dome Light) \$135.00

Delivery Information

Distance from Dealership to SFM Delivery Point \$9.00

Amount of Base Price Allocated to Delivery to SFM 15

Price Per Mile Contractor May Charge \$1.67

[Return to Index](#)

Attachment: SC State Contract 4400024875 (6353 : Five (5) 2021 Chevrolet Tahoes for the Columbia Police Department)

Ellicia Howard, Procurement Manager
 Phone: (803) 737-0687
 Email: ehoward@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 5
 Date: 11/1/2020

LE-9: Police Utility Intermediate - All Wheel Drive, Pursuit-Rated, Hybrid or FFV

Contract Number: **4400022502**

Contractor: **Santee Automotive LLC**

Initial Contract Term: 11/1/2019 - 10/31/2020

Address: PO Box 5391
 West Columbia, SC 29171

Contract Rollover Dates: 11/1/2020 - 10/1/2021

Vendor #: 7000214142

Order Cut Off Date: **TBD**

Contact: **Scott Watford**

Model: **Ford Police Interceptor Utility K8A**

Email: info@santeefleet.com

Commodity Code: 07105

Telephone: **1-888-853-5338**

Delivery Days ARO: 120

Fax: **1-888-853-5338**

BASE PRICE \$32,603.00

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

Optional Additions

*Anti-Theft Device (i.e. TREMCO or Computer Controlled
 Shift from Park Prevention*

\$150.00

Drivetrain from Flex Fuel Engine to Hybrid

\$3,247.00

Full Wheel Covers

\$159.00

Interior Upgrade from Police Interior Package (center
 console added, full-vehicle cloth seating, carpet flooring)

\$472.00

Optional Deductions

Driver Side-Mounted Spotlight

\$371.00

*Header-Mounted Switch Controlled High Intensity Map
 Light (Law Enforcement Dome Light)*

Standard

Delivery Fee (Per Vehicle)

\$15.00

Delivery Information

Delivery Fee (Per Vehicle)

15

Delivery Distance Included in Delivery Fee

10

Price Per Mile Contractor May Charge Beyond the Delivery
 Distance

\$1.50

[Return to Index](#)

Attachment: SC State Contract 4400024875 (6353 : Five (5) 2021 Chevrolet Tahoes for the Columbia Police Department)

STATE OF SOUTH CAROLINA
SFAA, DIV. OF PROCUREMENT SERVICES, MMO
1201 MAIN STREET, SUITE 600
COLUMBIA SC 29201

Intent to Award

Posting Date: October 09, 2020
Corrected: 10/14/2020

Solicitation: 5400020243
Description: STC FOR LAW ENFORCEMENT VEHICLES
Agency: Statewide Term Contract

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **October 22, 2020**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

If you are aggrieved in connection with the award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

PROTEST - CPO ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to protest-mmo@mmo.sc.gov

(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

Contract Number: 4400024875

Awarded To: LOVE CHEVROLET COMPANY (7000044959)
C/O ALLY
P.O. Box 8387
COLUMBIA SC 29202

Total Potential Value: \$ 861,950.00

Initial Contract Period: November 01, 2020 through October 31, 2021

Maximum Contract Period: November 01, 2020 through October 31, 2022

Attachment: Intent to award (6353 : Five (5) 2021 Chevrolet Tahoes for the Columbia Police Department)

Item	Description	Unit Price	Total
00001	LE-8: Pursuit Rated Full-Size Utility Chevrolet Tahoe CC10706 9C1	\$ 34,478.00	\$ 861,950.00
Contract Number: 4400024876			
Awarded To: PERFORMANCE CDJR (7000241847) 605 WARSAW HWY CLINTON NC 28328			

Total Potential Value: \$ 2,525,000.00
Initial Contract Period: November 01, 2020 through October 31, 2021
Maximum Contract Period: November 01, 2020 through October 31, 2022

Item	Description	Unit Price	Total
00001	LE-4: Pursuit-Rated Sedan 2021 Dodge Charger LDDE48 RWD V8 Pursuit	\$ 25,250.00	\$ 2,525,000.00

Contract Number: 4400024877
Awarded To: PERFORMANCE CDJR (7000241847)
605 WARSAW HWY
CLINTON NC 28328

Total Potential Value: \$ 305,400.00
Initial Contract Period: November 01, 2020 through October 31, 2021
Maximum Contract Period: November 01, 2020 through October 31, 2022

Item	Description	Unit Price	Total
00001	LE-7: Mid-Size Utility 2021 Dodge Durango AWD V6 Pursuit WDEE75	\$ 30,540.00	\$ 305,400.00

Procurement Officer
ELLICIA HOWARD

Attachment: Intent to award (6353 : Five (5) 2021 Chevrolet Tahoes for the Columbia Police Department)



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

2021 CHEVROLET TAHOE PPV 2WD
STATE CONTRACT #4400024875

BASE PRICE \$ 34478.00

INCLUDES:

PPV PURSUIT PACKAGE
Z56 SUSPENSION HEAVY DUTY POLICE RATED
HEAVY DUTY AIR FILTER
250 AMP HIGH OUTPUT ALTERNATOR
900 CCA MAIN BATTERY
760 CCA AUXILLARY BATTERY
SURVEILLANCE MODE INTERIOR LIGHTING
FRONT SKID PLATES
HEAVY DUTY BREMBO FRONT BRAKE CALIPERS
WITH 16" FRONT ROTORS
5.3LGAS ENGINE
10 SPEED AUTOMATIC TRANSMISSION
REMOTE KEYLESS ENTRY

Attachment: Tahoe Quote (6353 : Five (5) 2021 Chevrolet Tahoes for the Columbia Police Department)

PUSH BUTTON START
 POWER WINDOWS, LOCKS, MIRRORS
 TILT WHEEL AND CRUISE CONTROL
 CLIMATE CONTROL A/C
 40/20/40 BENCH FRONT SEATS-CLOTH
 VINYL 60/40 BENCH SEAT REAR
 NO THIRD ROW SEATING
 FULL VINYL FLOOR COVERING
 TINTED GLASS
 8" SCREEN AM/FM STEREO RADIO BLUETOOTH
 CAPABLE
 USB PORTS WITH AUX POWER OUTLET
 REAR VISION CAMERA
 TRAILER HITCH AND WIRING
 ASSIST STEPS
 LOCKING DIFFERENTIAL
 20"X9 STEEL WHEEL
 275/55R20SL FIREHAWK PURSUIT RATED
 BLACKWALL TIRES
 SPOTLIGHT- LEFTHAND
 TOTAL \$34478.00

TOTAL	\$34478.00
SC IMF FEE	\$ 500.00
SC DMV TEMP TAG	\$ INC
TOTAL	\$34978.00

AVAILABLE ADDS ON PROCURENMENT WEBSITE

YOU ARE ABLE TO DELETE SECOND ROW SEATING
THIS YEAR 2021 PPV TAHOE DEDUCT IS - \$400.00

Please feel free to call me with any questions

Thanks again, Don Lockhart Love Chevrolet Fleet
803-513-5905



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

2021 CHEVROLET TAHOE PPV
STATE CONTRACT #4400024875

BASE PRICE \$ 34478.00

INCLUDES:

PPV PURSUIT PACKAGE
5.3LGAS ENGINE
10 SPEED AUTOMATIC TRANSMISSION
REMOTE KEYLESS ENTRY
POWER WINDOWS,LOCKS, MIRRORS
TILT WHEEL AND CRUISE CONTROL
MANUAL CONTROL A/C
VINYL 40/20/40 BENCH FRONT SEATS
VINYL 60/40 BENCH SEAT REAR
FULL VINYL FLOOR COVERING
DEEP TINTED GLASS
8" SCREEN AM/FM STEREO RADIO BLUETOOTH
CAPABLE

REAR VISION CAMERA
 LOCKING DIFFERENTIAL
 17" PAINTED STEEL WHEEL

ADDS:

UP GRADE TO 1LT PACKAGE \$ 13182.00

INCLUDED IN PACKAGE:

FRONT LEATHER BUCKET SEATS
 INCLUDES CENTER CONSOLE
 SECOND ROW BUCKET SEATS-LEATHER
 THIRD ROW 60/40 BENCH- FOLDABLE
 POWER WINDOWS LOCKS AND MIRRORS
 POWER DRIVERS SEAT
 HEATED FRONT SEATING
 FULL FLOOR CARPETING WITH CARPET MATS
 FOR FIRST AND SECOND ROW
 MANUAL TILT AND TELESCOPIC STEERING WHEEL
 KEYLESS OPEN
 KEYLESS PUSH BUTTON START
 ASSIST STEPS-BLACK
 10 SPEED AUTOMATIC TRANSMISSION
 CLIMATE CONTROL A/C-MULTIZONED
 10.2" COLORTOUCH RADIO WITH AM/FM STEREO
 WITH BLUETOOTH CAPABILITY
 ONSTAR AND XM (SUBSCRIPTION)
 PREMIUM SMOOTH RIDE SUSPENSION
 INTELLIBEAM HEADLAMPS
 FOLLOWING DISTANCE INDICATOR
 AUTOMATIC EMERGENCY BRAKING
 FRONT PEDESTRIAN BRAKING
 LUGGAGE RACK -SIDE RAILS ONLY

STEERING WHEEL LEATHER WRAPPED

WITH AUDIO CONTROLS

REAR VISION CAMERA HD

USB DATA PORTS-TWO IN CONSOLE

POWER LIFTGATE

REAR PARKING ASSIST SENSORS

TRAILER HITCH AND WIRING

22" ALUMINUM WHEELS WITH

ARGENT POCKETS \$ 2500.00

TINT FRONT DOOR GLASS TO MATCH

REAR GLASS –LEGAL TINT \$ 130.00

BLACK EXTERIOR---EBONY LEATHER INTERIOR

TOTAL \$50290.00

SC IMF FEE \$ 500.00

SC DMV TEMP TAG \$ INC

TOTAL \$50790.00



Invoice

Invoice No
295393

Date
10/16/2020

Page
1 of 4

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Columbia Police, SC
Rick Hines
1 Justice Square
Columbia SC 29202
US

Ship To
Columbia Police, SC
Rick Hines
1 Justice Square
Columbia SC 29202
US

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15750	Columbia Police, SC		USD	Net 30	11/15/2020

Description	Units	Rate	Extended
Contract No. 6580			
1 Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Vision Mobile Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$8,400.03	\$8,400.03
2 Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Vision Mobile Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,148.34	\$1,148.34
3 Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Vision Mobile Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$104.38	\$104.38
4 Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Vision Mobile Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,826.91	\$1,826.91
5 Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Vision Mobile Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,416.26	\$1,416.26
6 Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Vision Mobile Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,034.63	\$1,034.63
7 Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Vision Mobile Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$208.78	\$208.78
8 Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Vision Mobile Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$156.59	\$156.59

Attachment: TriTech Quote (6344 : Record Management System Workstation Software Annual Maintenance Fee Renewal)



Invoice

Invoice No
295393

Date
10/16/2020

Page
2 of 4

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

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Columbia Police, SC
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Rick Hines
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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15750	Columbia Police, SC		USD	Net 30	11/15/2020

	Description	Units	Rate	Extended
9	Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Vision Mobile Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,722.50	\$1,722.50
10	Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Vision Mobile Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$92,096.25	\$92,096.25
11	RMS Workstation Software Annual Maintenance Fee - Annual Maintenance Fee Vision RMS Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,738.41	\$1,738.41
12	RMS Workstation Software Annual Maintenance Fee - Annual Maintenance Fee Vision RMS Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$4,178.00	\$4,178.00
13	RMS Workstation Software Annual Maintenance Fee - Annual Maintenance Fee Vision RMS Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$27,718.35	\$27,718.35
14	Inform FBR User Annual Maintenance Fee - Annual Maintenance Fee Inform FBR User Annual Maintenance Fee Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$744.31	\$744.31
15	Inform FBR User Annual Maintenance Fee - Annual Maintenance Fee Inform FBR User Annual Maintenance Fee Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$372.17	\$372.17
16	Inform FBR User Annual Maintenance Fee - Annual Maintenance Fee Inform FBR User Annual Maintenance Fee Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$4,093.76	\$4,093.76

Attachment: TriTech Quote (6344 : Record Management System Workstation Software Annual Maintenance Fee Renewal)



Invoice

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Page
3 of 4

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1000 Business Center Drive
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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15750	Columbia Police, SC		USD	Net 30	11/15/2020

	Description	Units	Rate	Extended
17	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee VisionMobile AVL Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$646.16	\$646.16
18	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee VisionMobile AVL Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$646.16	\$646.16
19	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee VisionMobile AVL Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$4,609.04	\$4,609.04
20	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee Remote Support Connectivity Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$407.60	\$407.60
21	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee VisionMobile AVL Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$7,139.70	\$7,139.70
22	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee VisionMobile AVL Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,360.61	\$1,360.61
23	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee VisionMobile AVL Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,023.26	\$1,023.26
24	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee VisionMobile AVL Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$11,225.00	\$11,225.00

Attachment: TriTech Quote (6344 : Record Management System Workstation Software Annual Maintenance Fee Renewal)



Invoice

Invoice No
295393

Date
10/16/2020

Page
4 of 4

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

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1 Justice Square
Columbia SC 29202
US

Ship To
Columbia Police, SC
Rick Hines
1 Justice Square
Columbia SC 29202
US

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15750	Columbia Police, SC		USD	Net 30	11/15/2020

	Description	Units	Rate	Extended
25	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee VisionMobile AVL Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$680.31	\$680.31
26	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee VisionMobile AVL Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$7,483.35	\$7,483.35
27	Inform FBR Server Software Annual Maintenance Fee - Annual Maintenance Fee Inform FBR Server Software Annual Maintenance Fee Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$3,943.96	\$3,943.96
28	Inform FBR Server Software Annual Maintenance Fee - Annual Maintenance Fee Inform FBR Server Software Annual Maintenance Fee Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$7,764.86	\$7,764.86
29	Inform RMS State Publisher Annual Maintenance Fee - Annual Maintenance Fee Vision RMS to SCIEX Repository Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,151.67	\$1,151.67

Rebill of 280955

Please include invoice number(s) on your remittance advice,
made payable to Trittech Software Systems

Subtotal \$195,041.35

Tax \$11,339.95

ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Invoice Total \$206,381.30

Payments Applied \$0.00

Check:
12709 Collection Center Drive
Chicago, IL 60693

Balance Due \$206,381.30

Attachment: TriTech Quote (6344 : Record Management System Workstation Software Annual Maintenance Fee Renewal)



Statement of Work

City of Columbia

BSOW-224

Version 1.0

Attachment: Hansen Banner Contract (6350 : Hansen Banner Software Upgrade, Software Licenses and Maintenance Support)



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Document Control

Document Information	
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Document Path	Hansen Intranet
Document Version	1.0
Author	Jermaine Britton
Created	21-APR-2020
Last Saved	28-APR-2020
Document Distribution	City of Columbia



Version History

Date	Vn.n	Description	Author
21-APR-2020	1.0	Initial Draft	Jermaine Britton
24-APR-2020	1.1	Revision	Laura Elwell
8-MAY-2020	1.2	Revision	Laura Elwell & Carmen Flemming

Reference Documents

Document	Vn.n	Description



Table of Contents

1)	CLIENT REQUIREMENTS	5
a)	PROJECT BACKGROUND	5
b)	BUSINESS REQUIREMENTS	5
2)	IN SCOPE	5
3)	OUT OF SCOPE	8
4)	CLIENT OBLIGATIONS.....	89
5)	DELIVERABLES.....	10
6)	DEPENDENCIES.....	11
7)	ASSUMPTIONS.....	11
8)	PROJECT MILESTONES.....	12
9)	ACCEPTANCE CRITERIA	13
10)	FEES	14
a)	Price and Payment:.....	14
b)	FEE ASSUMPTIONS:.....	15
c)	IMPACT TO LICENSES AND MAINTENANCE FEE:	15
11)	GOVERNANCE.....	15
	General	16 15
	Change Management	16
12)	APPROVAL.....	16
	Schedule A: Definitions	17
	Schedule B: Form of Change Request	17



This Statement of Work ("SOW") between the City of Columbia located at 1401 Main Street, Columbia, SC 29201 ("**Client**") and Hansen Banner, LLC, a Delaware Corporation with a place of business at 350 Fifth Ave, Suite 6440, New York, NY 10118 ("**Hansen**") describes the respective obligations of the Parties for services to be provided by Hansen as described in this SOW, and is entered into pursuant to the Professional Services Agreement entered into between the Parties with effective date 22nd of June, 2012 (the "**Agreement**").

1) CLIENT REQUIREMENTS

a) PROJECT BACKGROUND

Client is planning on upgrading from their current production Banner CIS system (version 4.3.3) to Banner version 5.2 including new implementation of the Hansen Business Intelligence (HBI) and Hansen Integration Framework (HIF) modules. This SOW documents the responsibilities of the parties in relation to this upgrade.

b) BUSINESS REQUIREMENTS

The items listed in the table below are Client's business requirements:

ID	In Scope Item
BRD01	Upgrade Banner CIS 4.3.3 to Banner 5.2
BRD02	Implementation of Hansen Business Intelligence and Hansen Integration Framework modules
BRD03	Converting the Banner database from multicompany to a single company
BRD04	Developing Hansen Integrated Framework to: - replace X-connector technology for payment integration with SC.gov - automate processes as required between Cityworks & Banner

2) IN SCOPE

The items listed in the table below are considered to the scope of Hansen's services under this the SOW (the **Services**):

ID	In Scope Item
ISC01	Project Initiation – Hansen will prepare project documentation, work with the Client Project Manager to finalize the initial project schedule and associated staffing plan, setup project accounting and reporting procedures, technical environment plans and conduct an onsite project planning review meeting with Client management. This phase of the project will culminate with the Project Kick-off meeting led by the Client Project Manager with participation from the Hansen project team.
ISC02	Target Release Installs – Hansen will install and verify up to six (6) iterations of the Baseline Component System of BannerCX Target Release to be used as 1)



	Training Environment, 2) Development environment, 3) Rules and Validations environment, 4) Migration environment and 5) User Acceptance Test Environment, 6) Production.
ISC03	Technical Training - Hansen will administer one (1) hands-on Banner technical training class, on Client site, lasting no more than five (5) Business Days on the technical aspects of the Banner Target Release to a class size not to exceed twelve (12) attendees. This training can optionally be completed remotely.
ISC04	Functional Training - Hansen will administer one (1) hands-on Banner Functional Training class, on Client site, lasting no more than five (5) Business Days to Client's core team with a class size not to exceed twelve (12) attendees. This training can optionally be completed remotely.
ISC05	Hansen Business Intelligence Training - Hansen will administer one (1) hands-on HBI Training class lasting no more than three (3) Business Days to Client's core team with a class size not to exceed twelve (12) attendees. This training can optionally be completed remotely.
ISC06	Hansen Integration Framework Training - Hansen will administer one (1) hands-on HIF Training class lasting no more than .5 Business Days to Client's core team with a class size not to exceed twelve (12) attendees. This training can optionally be completed remotely.
ISC07	Configuration Workshop - Hansen will conduct a configuration analysis workshop, lasting no more than three (3) Business Days, to assist Client in performing a functional analysis of product areas requiring configuration, based on Client's business processes. This workshop can optionally be completed remotely.
ISC08	User Interface Configuration Workshop - Hansen will conduct a user interface configuration analysis workshop, lasting no more than five (5) Business Days, to assist Client in performing an analysis of screens that Client may want to configure the user interface screens, based on Client's business processes. This workshop can optionally be completed remotely.
ISC09	Configuration Consulting - Hansen will provide remote functional consulting to assist Client in applying the specific configuration parameters to the R&V Environment derived from the business decisions made during Product Configuration Workshop.
ISC10	User Interface Configuration Consulting - Hansen will provide remote functional consulting to assist Client in applying the specific configuration parameters to the R&V Environment derived from the business decisions made during the User Interface Configuration Workshop.
ISC11	Customization Migration Analysis - Hansen will conduct a Customization Workshop, lasting no more than five (5) business day, with Client to analyze custom functionality, interfaces and database changes to be upgraded to the Target Release. At the conclusion of the workshop, Hansen personnel will create and deliver for review the Upgrade Assessment Document.
ISC12	Hansen Business Intelligence/JasperSoft Install - Hansen will install and verify one (1) iteration of the HBI component of Banner 5.2 and JasperSoft. Configuration of HBI/Jaspersoft will be done to support both a 1) Training Environment and 2) Production Environment.



ISC13	Hansen Integration Framework (HIF) Install – Hansen will install HIF on two (2) Client environments; one production and one non-production.
ISC14	Database Migration – Hansen will execute and modify the database upgrade scripts up to five (5) times prior to Production, which includes two (2) Mock go-live database upgrade executions. Hansen will produce a report of the data migration activity for delivery to Client. Client will be responsible for the validation and approval of the results of each migration run.
ISC15	Custom Software Migration – Hansen will upgrade Client's existing customizations, in the Development Environment. The customizations are; • COCFS01_Bill Print • COCFS02_ChrgCalc • COCFS08.CONSFIL • COCFS10.Cutoff List • COCIS03_Itron MVR • COCM39.CC01.New Field UAILEDG • COCM40.CC01.New Function for cutoff list • UAPCRPI Modification • VARIOUS I - UOQPVAL.FMB • VARIOUS II - Banner Menu • UCASERV.fmb • UCASVCO.fmb • UCISVCO.fmb • UIAMTIV.fmb • UZAPPMT.fmb • UZAXOUT.fmb • UZRETP.fmb • UZVENTY.fmb • uzpcwko.pc • uzpcwki.pc • UZPCWTF.PC • uzpbupl.pc • uzpxout.pc • uapsogn.pc • uapbdup.pc • uapcrpi.pc • ubpmbft.pc • uzpglin.pc • uzppup • COC - BSOW189 - Mass Meter Exchange – FDD ("Customizations")
ISC16	Custom Software Release - Hansen will prepare and deliver (via code drop) the upgraded Banner custom software to Client. Hansen will install the Customizations into a testing environment in preparation for site integration test.
ISC17	Site Integration Test – Hansen will execute test cases in the designated testing environment on Client hardware to verify that the Customizations work as expected corresponding original design documents. At the conclusion of the Site Integration Test, Hansen will document any non-critical (P2 or less) unresolved



	issues remaining from the integration testing for review with Client prior to site acceptance testing.
ISC18	User Acceptance Test Support - Hansen will provide consulting services to assist Client in executing Client's acceptance test plan during Client's acceptance testing phase, this phase not to last more than 60 Business Days .
ISC19	Go-Live Cutover - Hansen will execute the upgrade scripts in the Production Environment in accordance with the Client supplied Cut-Over Plan.
ISC20	Post Go-Live Support – Hansen will provide extended post go-live consulting to assist Client during the initial go-live period lasting no more than 10 Business Days
ISC21	Multi-Company Data Conversion – Hansen will create the data conversion scripts required to move the Client from a Multi-Company database to a Single Company Database. Hansen will produce a report of the data conversion activity for delivery to Client. Client will be responsible for the validation and approval of the results of each Multi-Company conversion run.
ISC22	Customer Web Access (CWA) - Installation and Training on Customer Web Access (CWA). Hansen will administer one (1) hands-on CWA Training class to the Client's core team with a class size not to exceed twelve (12) attendees; a functional class lasting no more than four (4) hours over one (day).

3) OUT OF SCOPE

The table below describes the scope of work that will not be provided by Hansen under this SOW.

The Services only include the activities in scope and Deliverables as set out in this SOW. Any features, specifications, tasks, services or requirements not documented in this SOW are explicitly excluded from the Services.

ID	Out of Scope Item
EXC01	The code migration of any customizations that are not listed ISC15.
EXC02	Any new requirements not identified as In Scope
EXC03	Resolution of defects introduced via work done by Client. Analysis of defects introduced by Client will be charged on a T&M basis.
EXC04	After initial environment installs, Hansen will install supplemental code deliveries in one lower level environment only. Code moves to promote supplemental code deliveries will be done by City of Columbia.

4) CLIENT OBLIGATIONS



The table below describes the Client's obligations and responsibilities under this SOW. Hansen's ability to provide the Services is dependent on Client's timely performance of these.

ID	Out of Scope Item
CO01	Client Target Release Installs – Client will install and verify any other needed iterations of the Baseline Component System of Banner 5.2 (e.g. Sandbox environment, End User Training Environment, Disaster Recovery) than those installed by Hansen in ISC02.
CO02	Client Business Intelligence/JasperSoft Install - Client will install any other needed iterations of the HBI component of Banner 5.2 and JasperSoft than those installed by Hansen in ISC13.
CO03	Client will provide functional and technical resources as needed throughout the life of the project that will serve as core team members, subject matter experts and project execution resources.
CO04	Client will be responsible for the provision and installation of all hardware, third party software, and connectivity to other systems.
CO05	Client will ensure all Hansen software installed on Client premises is installed on appropriate hardware and provided with a permanent and consistent supply of both power and Internet connection.
CO06	Client will ensure all hardware that is necessary for any UAT, training, or other activity required in support of this SOW is available and operational and that the Hansen software is housed in a suitable environment to support 24-hour access and is available to Hansen as required for the conduct of UAT.
CO07	Client will ensure Hansen support resources are able to gain secure remote access at all times to any hardware on Client's premises which is running Hansen software.
CO08	Client will be responsible for, with reasonable Hansen assistance, production go-live planning.
CO09	Client will be responsible for all Client's internal go-live preparation activities such as organization change management, business process change, audits, and readiness of production platform approval.
CO010	Client will be responsible for defining user roles, creating and managing user access.
CO011	Client will be responsible for all logistics and user communication relating to deployment related activities.
CO012	Client will arrange for test systems from third parties to perform integrated system testing and user acceptance testing in accordance with the Detailed Project Plan
CO013	Client will be responsible for all testing of Client components that are not specifically designed and developed by Hansen (e.g. Client developed web pages, interfaces that call Hansen APIs etc.) in accordance with the Detailed Project Plan
CO014	Client will be responsible for the integration of any external systems or products except where specifically stated to be a Hansen in-scope responsibility.



CO015	Client will complete testing of all Client developed components prior to the beginning of, or as a component of, the execution of UAT, in accordance with the Detailed Project Plan
CO016	Client will use the Hansen ticketing system to log tickets for defects, or requests for enhancements (which will then be handled as Additional Services). All defect requests should include detailed steps to reproduce the issue.
CO017	For work to be performed at Client's facility, Client will provide adequate office facilities in close proximity to the designated members of the Client staff assigned to work with Hansen on this project. Facilities for each consultant will include Internet access for accessing Hansen intranet using Hansen laptop computers.
CO018	Client will be responsible for all aspects of the end user training component of the upgrade, with support from Hansen.
CO019	Client is responsible to setup and maintain all remote communications to accommodate remote Training attendees. In the event of a failure of the communications, Hansen will continue with the existing Training schedule as is unless requested by Client to delay. Any delay could prompt the creation of a Change Request to this SOW.
CO020	Client will be responsible for the development and execution of Acceptance Testing test plans, test cases and other testing artifacts, with support from Hansen.

5) DELIVERABLES

The table below summarises the deliverables which must be supplied or achieved by Hansen under this SOW:

ID	In Scope Item
DEL01	Detailed Project Schedule (ISC01)
DEL02	Technical Environment Specification (ISC01)
DEL03	Application Training (Technical, Functional, HBI, HIF, and Configuration Workshop) (ISC03 – ISC07) with available Training Materials
DEL04	Upgrade Assessment Document (ISC11)
DEL05	Hansen Business Intelligence/JasperSoft Installs (ISC12)
DEL06	Target Release Installs (ISC02)
DEL07	Data Migration (ISC14) and Data Migration Results report
DEL08	Custom Software Delivery (ISC14 – ISC15)
DEL09	Final Site Integration Test Report (ISC17)
DEL10	Go-Live Cut Over (ISC19)
DEL12	Configuration and User Interface Workshops (ISC7 – ISC8)



6) DEPENDENCIES

The table below summarises the dependencies on Client that have been assumed when producing this SOW and determining the Fees:

ID	Dependency
DEP01	Client will execute a separate license agreement for the JasperReports Server Enterprise v 6.4.2, one license for support environment and one for Production Environment. Hansen will supply these licenses. The first-year license fee is included in Section 10a, task 17.
DEP02	Client will purchase a copy of JetBrains IntelliJ, and install on a desktop or virtual desktop, for use and remote access by Hansen personnel for any debugging needs. License will be procured by Client, fees are not included in this SOW. Estimated license fees are \$200.
DEP03	Client will purchase a copy of Allround Automations PL/SQL Developer, and install on a desktop or virtual desktop, for use and remote access by Hansen personnel for any debugging needs. License will be procured by Client, fees are not included in this SOW. Estimated license fees are \$500.
DEP04	Client will perform its obligations under section 4 in a timely manner.

7) ASSUMPTIONS

The table below summarises the assumptions made by Hansen Technologies on Client when producing this SOW and determining the Fees:

ID	Assumption
ASU01	Client will utilize the Hansen recommended deployment architecture.
ASU02	To the greatest extent possible, Hansen led training will be conducted on Client site with an optimal class size of twelve (12) attendees and a moderate level of interaction. If there are additional attendees, an additional trainer will be allocated and utilized, pursuant to the Change Request provisions otherwise specified in this SOW. Hansen led training may be done remotely, if health or safety issues require.
ASU03	This SOW is for professional services and expenses only. It does not include costs associated with obtaining licensed products from Hansen, hardware costs, or third-party software or services costs associated with the upgrade project
ASU04	Client will be responsible for all data cleansing activities through the upgrade process and will retain responsibility for the validation and approval of the data cleansing results. This could include modifying existing production data either manually or via scripting, to avoid population of the new Banner CIS 5.2 database with invalid



	data. Hansen personnel will support this effort by assisting in the identification of, and offering suggestions to repair the data as part of the T&M consulting time included with this SOW
ASU05	Client will be responsible for testing the software in preparation for go-live and reporting any deficiencies to Hansen for investigation.
ASU06	Client will be responsible for production go-live readiness (to include go-live activities that are outside of the Services within this SOW), verification of the adequacy of the data migration and for the ultimate go-live readiness decision. Medium Issues and Low Issues should not prevent the Client from moving into production.
ASU07	Client will be responsible for the validation and approval of the results of each migration run / test, including the analysis of any data migration data issues during the test migration runs as well as during the mock go-live runs. Hansen will execute the data fixes as directed by and approved by Client.
ASU08	Client will be responsible for procuring and maintaining a JasperSoft license(s) in support of the HBI dashboards. Optionally, client can purchase a copy through Hansen. Price per license from Hansen at the time of this SOW is USD \$10,000. One license is needed to support both production and test environments. NOTE: Jaspersoft should be installed on a server separate from the Banner application server. Some customers choose to separate their production and test Jaspersoft instances. That separation requires purchase of a second Jaspersoft license.
ASU09	The Citywork's integration will require some new data elements be added to the current process.
ASU10	Client will switch to NetCOBOL licensing from MF COBOL to reduce license fees upon go-live.
ASU11	HIF APIs are available for all clients to use with 3 rd party software vendors as a part of the base BannerCX platform. Any changes to HIF APIs are out of the scope of this SOW, and any request by Client to change the HIF APIs will require Hansen review taking into account this being an API available to all clients.

8) PROJECT MILESTONES

The table below describes the milestones in relation to this SOW. All milestones are based on the project schedule used to create the project estimates, are relative to the SOW start date and are subject to the Assumptions being correct and the Dependencies being met, and Client's timely performance of its obligations per the Detailed Project Schedule. If new requirements are later identified, such as additional product enhancements, interfaces, tasks etc. then the milestones will be revised in accordance with the Change Request procedure. Planned completion dates will be re-evaluated after the Upgrade Assessment Document is complete where any scope adjustments are decided.

MIL ID	Milestone Description	Planned Completion Date
MIL01	Detailed Project Schedule	Business Day 20
MIL02	Target Release Training Environment Install	Business Day 40
MIL03	Training Completion (Technical & Functional)	Business Day 50



MIL ID	Milestone Description	Planned Completion Date
MIL04	Upgrade Assessment Document	Business Day 60
MIL05	Custom Software Delivery	Business Day 140
MIL06	Final Site Integration Test Report	Business Day 160
MIL07	User Acceptance	Business Day 220
MIL08	Mock Go-Live Data Migration	Business Day 250
MIL09	Go Live Declaration	Business Day 250

9) ACCEPTANCE CRITERIA

The table below summarises the acceptance criteria that have been assumed when producing this SOW and determining the Fees:

AC ID	Acceptance Category	Acceptance Criteria
AC01	Document Acceptance	- Client shall have five (5) Business Days (or other time period as agreed by the parties) from receipt of each document Deliverable to determine whether it is acceptable. - If Client reasonably decides that the Deliverable is not acceptable, Client shall provide Hansen with written reasons why it is not, including any specific corrections needed. - In response, Hansen will promptly modify the Deliverable accordingly (provided that such correction is consistent with scope and purpose of the SOW) and resubmit it to Client - Upon receipt of the modified Deliverable, Client shall promptly (but in no case more than an additional five (5) Business Days) confirm that the Deliverable is accepted or identify which of the previously identified deficiencies is still unresolved. - If necessary, the procedures above shall be repeated until Deliverable is accepted by Client. - In the event that Client does not provide Hansen with written acceptance or notice that it is not acceptable within the five (5) business daytime allotted (or other time period as agreed by the parties), the Deliverables will be deemed accepted.
AC02	Software Acceptance (UAT)	- The software acceptance tests (i.e. the test cases) will be defined and performed by Client, but Hansen will be given the opportunity to review the acceptance test cases prior to the start of UAT. - The test cases defined by Client will be consistent with the scope of the SOW and be able to be performed within the duration of UAT, including allowing



		reasonable time for problem investigation, rectification and retesting - Defects in the software will be reported progressively as they are discovered, along with sufficient documentation to describe the problem encountered. - Rectification of problems and retesting will be coordinated by Client and Hansen in the manner that most effectively allows for the progressing of UAT. - Within the duration allotted for UAT of the Deliverable, Client shall determine whether the Deliverable is acceptable. - If Client reasonably decides that the Deliverable is not acceptable, Client shall provide Hansen with written reasons of such decision, including any specific corrections needed to achieve Acceptance. - In response, Hansen will promptly correct the Deliverable (provided that such correction is consistent with the SOW) and resubmit it to Client. - Upon receipt of such corrections, Client shall perform such retests as are necessary to determine whether the corrected Deliverable has resolved the identified defect(s), plus any reasonable level of regression testing of the Deliverable generally. - The above procedure shall be repeated until Deliverable is accepted by Client. - In the event that the UAT is not completed within the scheduled time frame, Client and Hansen will discuss the reasons for this and amend the schedule accordingly. Such an amendment will be done via a Change Request unless mutually agreed.
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10) FEES

a) Price and Payment:

The Time and Materials (T&M) fee for this SOW is estimated to be \$801,070.00. These charges are based on the detail provided in this SOW including the scope, assumptions, dependencies, and Client responsibilities.

T&M fees will be invoiced monthly in arrears. The payment terms for invoices raised are thirty (30) calendar days from date of invoice. All fees are exclusive of any taxes which shall be charged in addition to the above fees.

All fees presented in this SOW are expressed in U.S. Dollars unless stated otherwise.

- This quotation is valid for 60 Business Days

Task	Project Services Summary	Estimated Cost
01	Project Initiation	\$12,350
02	Product Familiarization	\$52,580



03	Requirements Definition	\$27,740
04	Solution Design	\$31,920
05	Data Migration and Data Migration Test	\$56,810
06	Support and Production Environment Install - Migration Test	\$39,520
07	Custom Code and Testing	\$232,670
08	Site Validation Support	\$22,800
09	Mock Go-Live Support	\$22,040
10	Initial Deployment Support	\$20,900
11	Post Go-Live Heightened Support	\$15,200
12	Functional Support	\$67,760
13	Technical Support	\$82,960
14	Project Management	\$90,300
15	CWA Training - Optional	\$5,000
16	Business Intelligence (JasperSoft) Implementation	\$10,760
17	JasperSoft Licence (prod & dev)	\$14,000
18	HIF Installs	\$5,760
	Grand Total	\$811,070

b) FEE ASSUMPTIONS:

Travel expenses must be approved by Client and Hansen PM in advance, and will be invoiced to Client monthly, in arrears, as incurred.

In addition, Hansen will also invoice for any other reasonable expenses incurred in the provision of services to the Client under this SOW, subject to prior approval by Client.

Hansen reserves the right to suspend its provision of the Services if Client has not paid an invoice within thirty (30) days of the due date of that invoice, and Client has not provided written contestation or reason for delay. In such instance, Hansen will suspend its Services until the payment delay has been resolved.

c) IMPACT TO LICENSES AND MAINTENANCE FEE:

The City of Columbia will need to procure NetCOBOL licensing (AS10). Estimated NetCOBOL license fees are: first year \$2500, and recurring fees \$700/year.

NetCOBOL provides a significant savings in license fees but incurs additional cost to Hansen to support it. As a result, to use NetCOBOL, there is an uplift applied to the annual BannerCX maintenance fees of \$7000/year.

11) GOVERNANCE



General

- Both Hansen and Client will use commercially reasonable efforts to implement the Services as detailed in this SOW. Any updates or changes to the schedule will be managed as part of the Change Request procedure described in the section below.
- Both Hansen and Client will provide a project management Point of Contact (POC) with an appropriate level of technical and project management skills.
- The Hansen project management POC will prepare and deliver weekly status reports that include milestones completed and scheduled. This report will also track the deliverables, dependencies, issues and risks, along with key action items.
- The Client POC will have the available time to co-ordinate the Services with all parties involved throughout the SOW.
- Hansen will provide the resources required to perform the Hansen Services detailed in this SOW, in a timely manner and according to the schedule for this work.
- Client acknowledges that delays by Client regarding deliverables, approvals, feedback, etc. which Client is required to provide may delay the SOW timeline and may impact SOW costs.
- Client's project management POC will have the authority to provide approvals and acceptance for SOW milestones, deliverables, acceptance testing, etc. The POC will also have the authority to negotiate Change Requests on behalf of Client, and ensure all necessary parties execute approved Change Requests in a timely manner.

Change Management

Any requests for delivery of additional features, specifications, services, or requirements not authorized within the scope of this SOW or other changes to the scope of this SOW (collectively, the **"Additional Services"**) are explicitly excluded from the SOW.

In the event that Client requests Additional Services during the implementation or the course of this SOW, the Hansen Project Manager will develop a Change Request to this SOW using the form in Schedule B, to identify the requested services, corresponding costs and fees payable by Client and the impact of the change on the SOW. Said Change Request will become effective only when signed by both parties (the "Change Request"). Email approval of Change Requests is permitted when the email approval is made by relevant POC or other person approved by Client.

12) APPROVAL

Approved as to form **APPROVED AS TO FORM**
7-16-2020 JMP

Jacqueline M. Parlick
Legal Department City of Columbia, SC

This Statement of Work is agreed to and accepted on behalf of:

City of Columbia

Hansen

Authorized Signature

Authorized Signature

Officer's Name & Title

Officer's Name & Title

Date

Date



Schedule A: Definitions

All capitalized terms used and not defined herein shall have the same meanings given them in the Contract.

- (a) **"Baseline Component System"** has the meaning ascribed to such term in the Software License Agreement between the parties, and further, for purposes of this SOW, refers specifically to the BannerCX product.
- (b) **"Business Days"** means the calendar days of Monday, Tuesday, Wednesday and Thursday, excluding weekends and federal holidays.
- (c) **"Cut-over"** means the period of time beginning with final upgrade and working towards production processing.
- (d) **"Development Environment"** means an instance of the Baseline Target Release on Client provided hardware to be used solely by Hansen for development and testing efforts.
- (e) **"Hansen Project Manager (PM)"** means the person appointed by Hansen to manage this project. Also referred to as "Hansen PM."
- (f) **"Low Issue"** means the Baseline Target Release or Customized Target Release is operational with problems or errors, which have little impact on system operations. These issues shall include, but are not limited to, documentation errors or a minor or cosmetic error in the functionality of the Baseline Target Release or Customized Target Release. Issues assigned this priority level cause no delays in testing or prevent Customer from moving into Production Cut-Over.
- (g) **"Medium Issue"** means the Baseline Target Release or Customized Target Release is operational with functional limitations or restrictions that are not critical to the overall system operation, and the issue has a moderate impact on the functionality of the application. However, the Baseline Target Release or Customized Target Release remains available for testing by all groups. A functional error exists for which there is a mutually acceptable workaround. Issues assigned this priority level cause no delays in testing or prevent Customer from moving into Production Cut-Over.
- (h) **"Production Environment"** means an instance of the Baseline Target Release on Client provided hardware to be used by client as their production environment.
- (i) **"User Acceptance Test Environment"** means an instance of the Customized Target Release on Client provided hardware to be used by Customer to verify that the Customized Target Release meets the user acceptance criteria in accordance with the acceptance test plan. Also referred to as "SAT Environment."
- (j) **"Target Release"** means the version of the Baseline Component System to which Client is upgrading, which shall be Banner CIS v5.1.
- (k) **"Training Environment"** means an instance of the Baseline Target Release on Client provided hardware to be used by Hansen to perform the Baseline Target Release technical training and the functional differences training. This environment is not manipulated by Customer until the mentioned training has been completed by Hansen.

Schedule B: Form of Change Request

CR # <#XXXX_Date_Year >

This change request ("**Change Request**") is entered into between City of Columbia ("Client") and



Hansen Banner LLC ("Hansen") and describes the respective obligations of the agreed changes to that certain Statement of Work BSOW-224 (the "SOW"). Except as supplemented and amended herein, all other terms and conditions of the Original Statement of Work remains unchanged and this Change Request is fully incorporated into the Statement of Work and becomes a part thereof.

Title and Date of the Original SOW:	
Effective Date:	The Change Request will come into force on the date of its signature by the last signing party.
Summary of Change:	
Term:	
Rate & Payment Terms:	
Additional Terms:	

This Change Request may be executed by manual or email signatures and in any number of counterparts, each of which will be deemed an original and all which together will constitute one and the same instrument.

Each party's signature below signifies it has reviewed, agreed to and accepted the terms and conditions of this Change Order.

City of Columbia

Hansen

Authorized Signature

Authorized Signature

Officer's Name & Title

Officer's Name & Title

Date
APPROVED AS TO FORM

Jacqueline M. Parlick

Legal Department City of Columbia, SC
Confidential and Proprietary

Approved as to form.
7-16-2020 JMP

Date

SOLE SOURCE AGREEMENT GOODS AND SERVICES AGREEMENT

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and Parkson Corporation (hereinafter referred to as the "Seller"), for Seller to provide certain goods and related services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Purchase. The Seller will provide the goods and services described in Exhibit B, attached hereto. The description of goods and services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and services under this AGREEMENT. The Seller shall be responsible for any costs relating to same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable. An option to renew or continue purchasing goods and services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Services. The Parties may agree that Contractor perform Additional or Supplemental services as authorized by a City purchase order. Contractor must obtain written approval from the City for any Supplemental or Additional Services prior to the service being performed. If the Contractor fails to obtain prior written approval to perform the Supplemental or Additional Services, the City is under no obligation to compensate the Contractor for services performed.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.net/procurement-contracts/rules-regulations>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Contractor's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

6. Compensation. The compensation paid by the City to Seller under this AGREEMENT shall not exceed One Hundred Forty-Six Thousand dollars and no/100 (\$146,000.00) unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and services. Each invoice submitted must describe the items and show payment calculations. The invoice shall bear the signature of the Seller, which

signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Contractor or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this AGREEMENT are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

8. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

☐ WORKERS COMPENSATION INSURANCE: Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Seller shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this AGREEMENT.

☒ GENERAL LIABILITY: The Seller shall provide to the City evidence of General Liability insurance in an amount equal to but not less than One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000) dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.gov.

☐ PROFESSIONAL LIABILITY: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per claim, and Two Million Dollars and No/100 (\$2,000,000.00) Aggregate.

☐ AUTOMOBILE LIABILITY INSURANCE: Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

The Seller shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Seller and any subcontractor of the Seller commencing any services under this AGREEMENT and this insurance shall remain in effect throughout the term of this AGREEMENT, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods or materials. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods and services set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of services and any City-authorized Additional or Supplemental Services. In the event that the sale of goods and services provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods and services beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

11. Amendment. This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

12. Entire Agreement. This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

13. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

14. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

15. Dispute Resolution. In the event there are any disagreements between the City and the Seller with regard to any of the requirements, specifications or interpretation of this AGREEMENT, the Seller agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this AGREEMENT, if any, shall not be construed against the City.

16. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Witness

By: _____

Title: City Manager

Date: _____

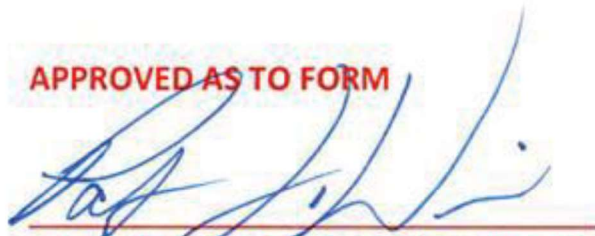
Parkson Corporation

By: William Maesalu

Witness William Maesalu

By: Dianne KaplanTitle: Contracts ManagerDate: November 16, 2020

APPROVED AS TO FORM



 Legal Department City of Columbia, SC

 11/23/2020

Exhibit A

Requisition # R207714JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.16 of the City of Columbia, S.C. Procurement Regulation.

This Department proposes to procure for the Metro Wastewater Treatment Plant Division,
(1)
Parts and Labor for the Reconditioning of the Aqua Guard Self-Cleaning Bar/Filter Screen at Metro WWTP,
(2)
as well as any future maintenance/service calls, repair services, and replacement parts and products
as a sole source procurement from Parkson Corporation
(3)
based upon the following justifications Parkson is the original manufacturer/supplier of these
(4)
items, and the only authorized source for OEM replacement parts. If someone outside of Parkson works on the
screens/equipment it will void the warranty. Without these parts rags and other debris will continue to clog our
downstream equipment, which would then result in additional expenses for repairs. Blanket sole source
to be used throughout the 20/21 FY. Multiple purchase orders to be assigned to this justification.

This sole source is valid through June 30, 2021Amount \$ 146,000.00

Utilities

Department

Signature of Department Head

10.14.2020

Date

Sandra A. Wright

Signature of Purchasing Agent

10/22/2020

Date

KSB

***Form must be route in
the order of the signatures***

Signature of Finance Director

Date

SIGN HERE

Signature of Asst. City Manager

10/26/2020

Date

Signature of City Manager

Date

- Notes: (1) Enter Division Name
(2) Enter description of goods or services to be produced
(3) Enter name of sole source contractor
(4) Enter the basis of sole source procurement

Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file. (Rev. 07/2018)

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email/pdf and any counterparts exchanged in this manner shall be considered originals.

Attachment: Parkson Corp Sole Source Agreement_R207714 - 20007076 (6296 : Parkson Corporation Sole Source Agreement)



1401 West Cypress Creek Road
Suite 100
Fort Lauderdale FL 33309-1969
Phone 1.888.PARKSON
Fax 954.974.6182

Page 1

Sole Source Letter

To:	Nancy M. Gonzalez	Date:	July 1, 2020 – June 30, 2021
Company:	Columbia Water – Metro WWTP	From:	Richard Musante
Tel:	(803)545-0178	Tel:	(814) 659-1214
Fax:		Fax:	
Email:	nancy.morris@columbiasc.ne	Email:	rmusante@parkson.com
# Pages:	1	Cc:	Kathryn Baker
Subject:	Product: Aquaguard Screen AG-MN-A Serial # 201136		

This document is to confirm that Parkson Corporation is the sole source provider for parts for the subject product. Parkson Corporation is the original manufacturer/supplier of the subject product and is the only source for OEM replacement parts.

If I can be of further assistance or should you have any questions, please feel free to contact me.

Sincerely,

Richard Musante

Parkson Corporation



Fort Lauderdale ♦ Chicago ♦ Kansas City ♦ Montreal ♦ Dubai

www.parkson.com
technology@parkson.com

Rev 5 AF-008

Attachment: Parkson Corp Sole Source Agreement_R207714 - 20007076 (6296 : Parkson Corporation Sole Source Agreement)

SD8386 Harlem Heights Stormwater Improvements

Woolpert, Incorporated

ENGRFP0007-14-15

October 30, 2020

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Woolpert, Incorporated (Engineer) dated June 9, 2015 (Agreement) to compensate the engineer for additional engineering services as attached hereto.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Proposed Change and Basis for Payment:

Original Contract Price (PO# P153378):	\$491,299.00
Contract Amendment #1 (No Cost Time Extension):	\$0.00
Contract Amendment #2 (No Cost Time Extension):	\$0.00
Contract Amendment #3 (No Cost Time Extension):	\$0.00
Current Contract Total:	\$491,299.00
This Change Amendment #4 (Cost Increase/Addition; PO# P161909):	\$159,035.00
Revised Contract Price:	\$650,334.00

This Change is Acceptable:

Name of Firm

Woolpert, Incorporated

Brian T. Bates, PE

Print Name



Signature

11/24/2020

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM

Legal Department City of Columbia, SC

11/16/20

EXHIBIT A
SCOPE OF SERVICES

City of Columbia
CIP # SD8386
Harlem Heights Watershed Improvements

In general, Woolpert, Inc. (Consultant), 4D Engineering (Subconsultant), and PJ Noble & Associates (Subconsultant) will provide the following scope of services for the Harlem Heights Watershed Improvements project:

- Evaluation and Phase Administration
- Engineering Services During Construction

Task 800 – Engineering Services During Construction

Consultant will assist the City with contract administration and provide periodic observation of the construction work. It is anticipated that the active construction period for the project will be **eighteen (18) months**, with the total construction duration allowed by the contract being eighteen (18) months. An increase in the construction schedule may require an amendment to authorize additional construction administration services by the Consultant. Task 800 will be charged hourly and the City will be updated on the status of these hours on a monthly basis.

- The Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Phase, the Consultant shall not supervise, direct or have control over Contractor's work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incidental to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's. The Consultant shall record all observations to the assigned City Construction Coordinator.

810 Administration of Construction Contract

As part of general administration of the construction contract, the Consultant will consult with and advise the City Construction Coordinator during the construction period. The Consultant will provide contract administration and general services required for the Project, including:

- As City's representative for the duration of the construction contract, all communications to and from the contractor shall go through the City Construction Coordinator. On behalf of the City, the Consultant shall administer the construction contract, respond to Contractor's correspondence, and issue instructions from the City;
- Prior to pre-construction meeting, prepare a list in spreadsheet format of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list

of required material samples and distribute these lists to all parties. These lists shall be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals;

- Hold a pre-construction meeting and monthly progress meetings that address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. One pre-construction meeting and **eighteen (18) monthly progress meetings** are included for during active construction. Consultant will submit meeting minutes of these meetings to the City.
- Document and store all project related files. This includes but is not limited to, logs, submittals, emails, record drawings, meeting minutes, all quality testing results, change orders, potential change orders, requests for information, monthly schedule updates, monthly progress meeting minutes, other meeting minutes, monthly work summary spreadsheets, pay applications, permits, decisions, deliverables etc. The Consultant may place a portion of the burden on the CONTRACTOR through the construction documents, but the Consultant is ultimately responsible in ensuring that all documents are loaded. Consultant is responsible for ensuring that all documents loaded are in final approved format. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.

820 Submittal & Review of Applications for Payment

- Based on on-site observations and review of the applications for payment with the accompanying data and schedules, the Consultant will determine the amounts payable to Contractor on a monthly basis. The Consultant will then recommend by email to the City, payments reasonably due to Contractor.
- Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, post rehabilitation data and media, bypass plans, dewatering plans, site management plans and all other data that the Contractor is required to submit for conformance with the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the City with written comments.

- Consultant will review and respond to Contractor's RFIs as they relate to the contract requirements.
- Consultant will review testing results of test required by Contractor for contract compliance and comment on any results that appear to be out of compliance.

830 Change Management

- Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the City/Consultant or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by the Consultant. Upon receipt of a requested change order, the Consultant will review it in detail and then discuss it with the City, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the City or Contractor may require additional analyses or evaluation beyond the scope of this Contract. A log of all change orders and time extensions pending and approved shall be maintained as a part of the monthly construction progress meeting minutes.

840 Quality Assurance Testing

- Consultant will recommend the quality assurance testing that is necessary for the project in the construction specifications relative to its designs and as defined in the City specifications. Consultant is responsible for ensuring that all tests required during the construction project are enforced, documented, and logged.
- Consultant will review any required construction and/or material testing reports provided by Contractor and make recommendations for approval or disapproval to the City.

850 Periodic Construction Observation

- Consultant shall provide site visits to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During the Consultant's visits, the Consultant shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work, and may recommend to the City disapproval or rejection of work failing to conform to the Contract Documents.
 - This scope includes site visits for assumed active construction duration of **eighteen (18) months by the Project Engineer at 2 hours per week and for eighteen (18) months** by the Field Representative at 7 hours per week for eighteen (18) months. There will be weeks where these hours will be more or less due to intensity of construction, but these hours are for averaging over the duration of the project. If additional site visits are

required, this contract will be amended to provide such additional services.

- o A construction observation report will be filled out for each visit and submitted to the CITY on a monthly basis along with the monthly progress report for the project.

860 Engineering Revisions

- Consultant shall provide engineering revisions for changed or unknown field conditions. This task will only be billed if needed depending on the amount of field changes that are required during the project. An allowance has been included to be billed at the consultant's current hourly rates.

Task 900 – Full Time Construction Inspection (Not Applicable)

Task 1000 – Project Close-out

1010 Record Drawings

- Consultant will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. The final record drawings will be delivered in electronic format compatible to the City's GIS system. The record drawings will be based on survey information provided by the Contractor. Modeling of as-built storm drainage system will be performed by others.

1020 Punch List and Final Inspections

- Consultant will conduct a walk-through inspection with the Contractor and the City to determine if the Project has reached substantial and/or final completion and prepare a punch list of work items remaining. The Consultant will conduct one final inspection to determine if the work is acceptable so that the Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable. The Consultant will observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by the Consultant.

1030 O&M Submittal

- Consultant will prepare a general operations and maintenance (O&M) checklist and provide recommended frequencies for inspection and maintenance activities specific to the storm drainage systems proposed as part of this project.
- Consultant will prepare and provide an O&M guide for storm drainage pipes and structures proposed as part of this project,

- Consultant will prepare an O&M guide for the storm drainage detention area proposed as part of this project.

1040 Final Notice of Acceptability of the Work

- At the conclusion of the project, the Consultant will receive, review and transmit to the City with written comments all guarantees, bonds, and certificates that are required by the Contract Documents.

1050 Digital Information Submittal

- See task 1010.

TASK 1100 – Additional Services

1110 General Task

The CITY reserves the right to amend this Scope of Services so that Consultant may furnish additional services such as those listed below:

- Surveying for Record Drawings (as-built survey provided by contractor).
- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement.
- Professional engineering services related to additional or extended design, bidding, and construction services.
- Construction and material testing.
- Changes to the design during construction that are related to unknown site conditions or other onsite projects.
- Post-construction inspections and monitoring
- Additional Public Outreach services beyond the hours and time allotted under Task 100 in this agreement

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the City. No additional services will be performed without written approval from the City.

ATTACHMENT A TO EXHIBIT A
RESPONSIBILITIES OF THE OWNER

The responsibilities of the City as described in Exhibit A are amended and supplemented as follows:

The City agrees to perform the following:

- Provide assistance in gaining access to all water mains, storm drainage, and sewers; and water, sewer, and storm drainage easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to the stormwater infrastructure pertinent to the design and assist the Consultant with gaining safe access.
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay all permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and City.
- Provide available data as requested.
- Upon City acceptance of the final construction, provide an Owner's Letter of Acceptance and copies of all test results.

EXHIBIT B
COMPENSATION

City of Columbia
CIP # SD8386
Harlem Heights Watershed Improvements

Compensation for services provided under Tasks 800 through 1000 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$159,035.

An estimated breakdown of the fee is shown in the following table:

Task	Description	Total
800	Engineering Services during Construction	
	810 - Administration of Construction Contract	\$24,800
	820 - Submittal & Review of Applications for Payment	\$13,325
	830 - Change Management	\$7,825
	840 - Quality Assurance Testing	\$3,300
	850 - Periodic Construction Observation	\$72,885
	860 – Engineering Revisions	\$18,950
	Task 800 Subtotal:	\$141,085
900	Full Time Construction Inspection	
	Task 900 Subtotal:	N/A
1000	Project Close-Out	
	1010 - Record Drawings	\$11,200
	1020 - Punch List and Final Inspections	\$2,250
	1030 - O&M Submittal	\$1,850
	1040 - Final Notice of Acceptability of Work	\$1,250
	1050 - Digital Information Submittal	\$1,400
	Task 1000 Subtotal:	\$17,950
Total of Contract		\$159,035

SUBCONSULTANT BUSINESS INFORMATION – ATTACHMENT B

Harlem Heights Watershed Study for the City of Columbia

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for the proposed changes.

Business Name/ Address	Contact Name Telephone	WBE/MBE/ DVBE Information	Services/Materials to be Provided	*Cost of Service (\$ Value)	Percentage of Total Contract Amendment
4D Engineering 603 South Lake Drive Lexington, SC 29072	Charlie Deep 803-356-0909	WBE DUNS: 078730532 CAGE: 6UC92	Site Design/Construction Management Services	\$159,035	100.00%
PJ Noble & Associates 2711 Middleburg Drive, Ste 106 Columbia, SC 29204	Patrick Noble 803-256-5025	MBE	Public Involvement / Meeting Facilitation	\$0	0%

*Some costs of services and percentages of total contract may be determined on a per project basis and may change during project implementation

TOTAL: \$159,035 100%

I certify this information is true, correct, complete and active.

Business Name: Woolpert, Inc.
Representative Name / Title: K. Flint Holbrook, Senior Vice President
Date: November 16, 2020

SOLE SOURCE AGREEMENT GOODS AND SERVICES AGREEMENT

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and JWC Environmental Inc. (hereinafter referred to as the "Seller"), for Seller to provide certain goods and related services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Purchase. The Seller will provide the goods and services described in Exhibit B, attached hereto. The description of goods and services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and services under this AGREEMENT. The Seller shall be responsible for any costs relating to same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable. An option to renew or continue purchasing goods and services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Services. The Parties may agree that Contractor perform Additional or Supplemental services as authorized by a City purchase order. Contractor must obtain written approval from the City for any Supplemental or Additional Services prior to the service being performed. If the Contractor fails to obtain prior written approval to perform the Supplemental or Additional Services, the City is under no obligation to compensate the Contractor for services performed.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.net/procurement-contracts/rules-regulations>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Contractor's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

6. Compensation. The compensation paid by the City to Seller under this AGREEMENT shall not exceed Two Hundred and Eleven Thousand Eight Hundred and Eighty Seven dollars and 75/100 (\$211,887.75) unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and services. Each invoice submitted must describe the items and show payment calculations. The invoice shall bear the signature

of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Contractor or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this AGREEMENT are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

8. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

☐ WORKERS COMPENSATION INSURANCE: Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Seller shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this AGREEMENT.

☒ GENERAL LIABILITY: The Seller shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000) dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.gov.

☐ PROFESSIONAL LIABILITY: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per claim, and Two Million Dollars and No/100 (\$2,000,000.00) Aggregate.

☐ AUTOMOBILE LIABILITY INSURANCE: Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

The Seller shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Seller and any subcontractor of the Seller commencing any services under this AGREEMENT and this insurance shall remain in effect throughout the term of this AGREEMENT, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods or materials. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods and services set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of services and any City-authorized Additional or Supplemental Services. In the event that the sale of goods and services provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods and services beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

11. Amendment. This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

12. Entire Agreement. This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

13. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

14. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

15. Dispute Resolution. In the event there are any disagreements between the City and the Seller with regard to any of the requirements, specifications or interpretation of this AGREEMENT, the Seller agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this AGREEMENT, if any, shall not be construed against the City.

16. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Witness

By:  _____

Witness



By: _____

Title: City Manager

Date: _____

JWC Environmental Inc.

By:  _____Title: PRESIDENTDate: 18-NOV-2020**APPROVED AS TO FORM**

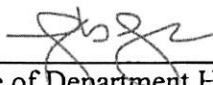
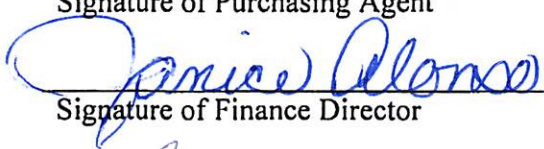
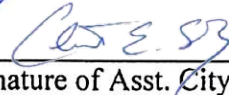
11/16/20

Legal Department City of Columbia, SC

Requisition # R207247JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.16 of the City of Columbia, S.C. Procurement Regulation.

This Department proposes to procure for the Metro Wastewater Treatment Plant Division,
(1)
Muffin/Channel/Auger/Screenings Washer/Honey Monster, Monster Screening/Separation Systems,
(2)
repair services, parts, products, installation, and routine/preventative and emergency maintenance
as a sole source procurement from JWC Environmental
(3)
based upon the following justifications JWC is the inventor and owner of all products listed
(4)
above. They hold the trademarks and patents on these items. If someone outside of JWC works
on the equipment, we will void our warranty. These products are used to cut off the debris
before it gets into the pump, which would in turn cause the pump to backup and shut down
and then we would have to pay more money out in purchasing a new pump.

This sole source is valid through <u>June 30, 2021</u>		Amount \$ <u>211,887.75</u>
Utilities		<u>10.14.2020</u>
Department	Signature of Department Head	Date
	<u>Sandra A. Wright</u>	<u>11/06/2020</u>
	Signature of Purchasing Agent	Date
<u>*Form must be route in the order of the signatures*</u>		<u>11/9/2020</u>
	Signature of Finance Director	Date
		<u>11/11/2020</u>
	Signature of Asst. City Manager	Date
	Signature of City Manager	Date

- Notes: (1) Enter Division Name
(2) Enter description of goods or services to be produced
(3) Enter name of sole source contractor
(4) Enter the basis of sole source procurement

Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file. (Rev. 07/2018)

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Attachment: JWC Environmental_11 18 2020_R207247 (6364 : JWC Environmental Inc.Sole Source Agreement)



JWC Environmental, LLC
2850 S. Red Hill Ave.
Santa Ana, CA 92705
Tel: 800-331-2277

Subject: Sole Source for Muffin Monster Parts and Service

JWC Environmental is the inventor and owner of the Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Separation System. We hold numerous patents and trademarks on these products.

JWC Environmental is the sole manufacturer of these products and the exclusive source for service parts for this equipment. Heyward is the manufacturer's representative in North and South Carolina and is authorized to provide sales support and service.

Please feel free to contact me at servicesales@jwce.com if we can provide any additional information. You may also contact our representative for the Carolinas:

Sales: Chris Taylerson, Jonathan Garrick

Aftermarket: Tom Lawson, Chad Carlson

Parts & Service: Kathryn Baker
Heyward
2101-A Cambridge Beltway Drive
Charlotte, NC 28273

Phone: (704) 583-2305
Fax: (704) 583-2900
www.heyward.net

Attachment: JWC Environmental_11 18 2020_R207247 (6364 : JWC Environmental Inc.Sole Source Agreement)

The Monster Family is Growing
www.jwce.com/headworks

Stantec Consulting Services, Inc.
SS7568 Saluda River Force Main Extension Project



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ011-16-17-NMJ Category I Major Wastewater Collection System Projects.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Stantec Consulting Services, Inc., hereinafter referred to as the "Consultant"), to provide technical consulting support for a sewer line capacity enhancement project for the City of Columbia, SC.

For and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

The Consultant must obtain written approval from the City for any supplemental or additional services prior to the work being performed. If the Consultant fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Consultant for services performed.

Stantec Consulting Services, Inc.
SS7568 Saluda River Force Main Extension Project

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award* or a *Notice to Proceed* and a valid *Purchase Order from the City of Columbia* for an initial term of two (2) years and six (6) months, with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Four Hundred Forty-Six Thousand, Three Hundred Fifty Dollars and No/100 (\$446,350.00).

B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations, and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero-balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

Stantec Consulting Services, Inc.
SS7568 Saluda River Force Main Extension Project

C. Invoicing Procedure

Failure of the Consultant to follow these invoice requirements will result in the delay of payment of the invoice.

D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit)

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The

Stantec Consulting Services, Inc.
SS7568 Saluda River Force Main Extension Project

Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

The City's success in tracking the amount of business received by SBE, MBE and WBE firms (whether as a prime Consultant or Subconsultant) is dependent upon the business community partnering with the City in this important endeavor.

Stantec Consulting Services, Inc.
SS7568 Saluda River Force Main Extension Project

The Consultant must comply with the affirmative action terms and conditions as outlined herein. The Consultant, shall in the performance of the Agreement, make constructive efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	_____	%
MBE	<u>5.27</u>	%
WBE	_____	%
LSA	_____	%

The Consultant will ensure Subconsultant performance during the period of performance, and optional periods as applicable. Achievement of these goals are expected during the life of the Agreement, including any extensions thereof.

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>)

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goal for this requirement is 20.01%.

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party

Stantec Consulting Services, Inc.
SS7568 Saluda River Force Main Extension Project

beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit E.

8. **INDEMNIFICATION & INSURANCE**

- A. The Consultant shall procure and shall maintain during the life of this Agreement, whether such operation be by itself or by a Subconsultant or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Agreement.

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Consultant shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultant's Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

Stantec Consulting Services, Inc.
SS7568 Saluda River Force Main Extension Project

General Liability: The Consultant shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000) dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

Professional Liability: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per claim, and Two Million Dollars and No/100 (\$2,000,000.00) Aggregate.

Automobile Liability Insurance: Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

Stantec Consulting Services, Inc.
SS7568 Saluda River Force Main Extension Project

The Consultant will also agree to promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. PERMITS & LICENSES

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Consultants Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.
- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

Stantec Consulting Services, Inc.
SS7568 Saluda River Force Main Extension Project

- D. The Consultant shall procure a City of Columbia business license while performing services under this Agreement.

10. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultant’s successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

11. **INTEREST OF ENGINEER** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

The Consultant is expected to make Consultant’s services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.

12. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:

- A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

Stantec Consulting Services, Inc.
SS7568 Saluda River Force Main Extension Project

- B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

Stantec Consulting Services, Inc.
SS7568 Saluda River Force Main Extension Project

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street
Second Floor
Columbia, SC 29201
Phone: (803) 545-3470
Fax: (803) 758-1013
Email: procurement@columbiasc.gov

Stantec Consulting Services, Inc.

Name: Rob Stout
Title: Senior Principal
Address: 1411 Gervais Street
Suite 325
Columbia, SC 29201
Phone: (704) 763-6654
Fax: (704) 329-0905
Email: rob.stout@stantec.com

16. **CONSENT DECREE**

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

Stantec Consulting Services, Inc.
SS7568 Saluda River Force Main Extension Project

- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent

Stantec Consulting Services, Inc.
SS7568 Saluda River Force Main Extension Project

Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.

- E. The Consultant shall perform the services pursuant to this Agreement using sound Consultant practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.
- C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The

Stantec Consulting Services, Inc.
SS7568 Saluda River Force Main Extension Project

Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

- F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations, or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City 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 the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Consultant.

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.

Stantec Consulting Services, Inc.
SS7568 Saluda River Force Main Extension Project

- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly, or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts, and interest-free loans.
- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy

Stantec Consulting Services, Inc.
SS7568 Saluda River Force Main Extension Project

- Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant's operations, including, but not limited to the Consultant's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
 - M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
 - N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

Stantec Consulting Services, Inc.
 SS7568 Saluda River Force Main Extension Project

Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

		Date: _____
Witness	Teresa Wilson, City Manager	

STANTEC CONSULTING SERVICES, INC.

		Date: _____
Print: Name/Title	Signature	

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APPROVED AS TO FORM


 Legal Department City of Columbia, SC
 11/16/20

Stantec Consulting Services, Inc.
SS7568 Saluda River Force Main Extension Project

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Record for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Implementation Plan

EXHIBIT A

SCOPE OF SERVICES

City of Columbia CIP # SS7568 Saluda River Force Main Extension Project

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for a sewer line capacity enhancement project, including evaluation of alternative alignments, and engineering services during design and construction for the project.

This project proposes a 36-inch diameter extension of the existing Saluda River Force Main in order to relocate the force main outfall into the City's gravity sewer system. The proposed force main will be revised to extend from its current outfall at Manhole 25109MH on the north side of the Saluda River to a new outfall location at 25213MH, located on the south side of the Saluda River. The force main will extend for approximately 3,500 linear feet; the exact length required shall be verified by the Consultant and coordinated with the City and CW2020.

The general location of the project is shown on Figure 1 attached. The purpose of this project is to evaluate alternative routes for the force main extension and perform engineering and design services for permitting, and bidding.

In general, (Consultant) will provide the following scope of services:

- Review of all available data
- Public Relations
- Evaluation of Alignment Alternatives
- Preparation of a Preliminary Engineering Report (PER)
- Engineering Services During Design and Permitting
- Bidding Phase Support
- Engineering Services During Construction

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Chao and Associates, Inc. as our Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

Consultant will manage the efforts of its project team members and sub-consultants, assign manpower, delegate responsibilities, review work progress, monitor budget

and schedule, and otherwise direct the progress of the work. As part of project administration, Consultant will:

- Maintain regular contact through the CITY's staff throughout the project.
- Provide monthly schedule updates pertaining to Consultant's portion of the work to the CITY. The schedule shall be included with an updated Monthly Progress Report to be submitted with a draft invoice to the CITY for review. A project schedule shall be created and updated not less than monthly in MS Project or Primavera P6. The initial detailed project schedule shall be reviewed by the CITY before proceeding with the Scope of Service. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days as outlined in Exhibit C (Gantt schedule). All documents provided to the CITY for review and approval shall be provided in hardcopy and electronically in PDF format and loaded to SharePoint at a minimum.
- Invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.
- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.
- Terminate Project Administration at the completion of Task 700.

120 Coordination Meetings

Throughout design of the project, Consultant will maintain regular contact through the CITY's staff. Progress meetings include:

- A kickoff meeting at the beginning of the project.
- 18 Monthly Progress meetings with CITY's Project Manager.
- One (1) public meeting in Task item 140.
- Draft and Final (30% design) Alternatives Analysis Preliminary Engineering Report (PER) review meetings – two (2) meetings total.
- 60% and 90% design review meetings in Task item 560 – two (2) meetings total.
- One (1) pre-bid meeting in Task item 710

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will use SharePoint, provided by the CITY, to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
 - All documents should be loaded to SharePoint within seven (7) days. Consultant is responsible for checking the site monthly and addressing

any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories (not scanning and loading multiple category documents into one file) so they can easily be found by searching by category and/or by document name.

- Consultant will adhere to and update Gantt schedule as shown in Exhibit C.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

Consultant will provide public relations for this project to include:

- Meet with the CITY to discuss logistics and receive input for public meeting.
- CITY will coordinate and secure a meeting location.
- Conduct one meeting between 30% (PER) and 60% design stages.
 - Discussion topics to include overview of project description and its purpose, schedule, properties affected, what to expect during design and construction, anticipated easements, restoration of property, contacts for communication with CITY and Consultant.
- Assist CITY in notification of customers in the area by mailers to inform them of the meeting, the type of work to be conducted, and who to contact with questions or concerns.
- Consultant will prepare all displays and handouts needed for the meeting.

150 Mentor-Protégé Program

Consultant and Chao and Associates, Inc. will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- Consultant will continue the existing Mentor-Protégé Agreement with Chao and Associates, Inc.
- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines."
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- Schedule and attend all quarterly developmental meetings.

- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

TASK 200 – Preliminary Planning, Investigation, Engineering and Alternative Analysis

210 General Data Collection, Field Recon and Coordination

- Consultant will coordinate with the CITY to obtain existing utility mapping in the project area.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- Consultant will obtain SCDOT and CITY maps for road and street right-of-way information.
- Consultant will contact other utilities in the area that can be determined from field observation for mapping and location information that may impact alignment of the proposed sewer.
- Since the proposed force main will be adjacent to Dominion Energy high voltage towers and wires, the Consultant will conduct a study of the potential corrosive effects of the alignment in applicable areas. The study will include the following:
 - Field Data Review and Gathering
 - Task 1: EN Engineering will complete a pre-assessment analysis of the pipeline crossing. This work will include the following:
 - Review the proposed alignment of the Saluda River force main.
 - Review of the proposed corrosion protection systems including test stations, insulators, anodes, or other devices.
 - Develop a field assessment plan including Soil Resistivity Plan.
 - Task 2: Field measurements along the Dominion Energy R/W. EN Engineering will visit the project site to gather the field data necessary to complete the assessment. This work will include the items defined in the field assessment plan including:
 - Soil resistivity measurements taken at each bank of the Saluda River.
 - Wenner Four Pin Soil Resistivity measurements every 2.5 feet to a depth of 20 feet.
 - One (1) deep soil resistivity measurements every 20 feet up to a depth of 100 feet.

- Site representative photographs including the proposed power line corridor, test stations and overall site conditions.
 - AC Modeling and Recommendations for Monitoring & Mitigation
 - Task 1: Obtain the load and fault data for the powerline system:
 - Data request from Dominion Energy:
 - Typical tower details including conductor height, grounding system, conductor material, shield wire material, phase arrangement of circuit conductors.
 - Steady-state loading for seasonal peak, averages, and future forecasted values.
 - Single-line-to-ground fault information for total current to ground at the tower location and substation energization values.
 - Review of electrical power line information.
 - Task 2: Assess the pipelines via modelling for the effects of resistive, capacitive or induced AC so that anticipated AC voltages and AC current densities are maintained at levels consistent with industry standards or lower.
 - As part of this assessment, EN Engineering will make use of industry voltage and current standards, per industry guidelines. Voltage levels will be maintained at 15-VAC or less and AC current density will be maintained at 30 A/m² or less.
 - Emergency and forecasted loading will be used for a conservative design if data is not received in a timely manner from Dominion Energy.
 - Results will be provided in tabulated and graphic format against relevant pipeline stationing.
 - Task 3: As required, design conceptual AC mitigation systems to reduce the steady state voltages to within safe levels, minimize AC current densities and discharge possible fault currents. This will be done in an iterative approach to optimize the amount of mitigation required versus the resultant reduction in AC voltage and AC current density.
 - The design will include any existing mitigation and monitoring sites if present
 - Results will be provided in tabulated and graphic format against relevant pipeline stationing.
 - Task 4: Develop and provide a written report and construction drawings that include:
 - Documentation of the work performed.
 - Data used for the design.
 - Analysis results based on the modeling.
 - Conclusions and recommendations for AC Corrosion Mitigation and Safety. Recommendations will seek to

adequately protect the pipeline from AC interference issues using measures that are compatible with the application of cathodic protection.

- Consultant will use existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible sewer line routing alternatives in a tabletop type route analysis.
- Field Reconnaissance:
 - Based upon the tabletop analysis, field reconnaissance will be conducted on the identified routing alternatives. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the routing alternatives.
 - Consultant will meet with the CITY to discuss results of the data gathering and field reconnaissance. Upon agreement of the resulting possible alternatives more detailed evaluation of alternatives will be conducted.

220 Alternative Analysis and Route Selection

- Upon completion of Task 210, Consultant will proceed with alternative analysis including the following alternatives:
 - Extend the new force main within or adjacent to the existing gravity sewer line easement (same general alignment as the existing gravity line).
 - Extending the force main along a different alignment.
 - Extending the force main within or adjacent to the existing gravity sewer line easement except in selected areas where it may be advantageous to vary the alignment outside the existing easement to avoid construction and maintenance conflicts.

230 Preliminary Agency Coordination and Meetings

- Prior to final route selection, Consultant will contact all known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required.

240 Preliminary Utility/Stakeholder Coordination and Meetings

- Prior to final route selection, Consultant will contact all known utilities and other stakeholders (Dominion Energy, Riverbanks Zoo, etc) located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.
- Consultant will provide utility and stakeholder coordination for the project and provide utility mapping for the selected route.

250 Design Criteria

- CITY will provide the hydraulic report by Hazen & Sawyer to support the sizing of the proposed force main design and the adequate capacity of the downstream system components.
- Decision factors for the alternative analysis will be developed by the Consultant and reviewed by the CITY. Possible evaluation factors include; cost, constructability, access for maintenance, public impact, property, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution.
- Consultant will design the new force main in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

260 Opinion of Probable Construction Cost and Schedule

- As part of the alternative routing analysis the Consultant will prepare an opinion of probable construction cost and update the project schedule.

270 Preliminary Design Reviews

- Consultant will prepare a report of findings and recommendations for review by the CITY.
 - Consultant will conduct a draft PER/50% complete progress meeting to discuss preliminary findings and discuss early elimination of any alternatives for which it becomes obvious there is not a feasible solution.
 - Consultant will convene a final PER/alternatives analysis meeting with the CITY to present the results of the analysis and solicit feedback on the recommended solutions.

280 Preliminary Alternative Analysis and Engineering Report

- Upon approval by the CITY, Consultant will prepare a final report documenting the alternative analysis criteria, evaluation, decision process and findings to include the final alignment recommendation and preliminary opinion of probable project cost. This submittal will be considered the 30-percent overall project completion review.

TASK 300 – Survey and Utility Mapping

Once the final alignment has been selected by the CITY, field investigations for that alignment shall be conducted in support of plans preparation and final design.

310 Wetlands Survey and Cultural Resource Review

- “Waters of the United States”, including streams, wetlands, and most ponds and lakes, are subject to Section 404 of the Clean Water Act, administered by the United States Army Corps of Engineers (USACE), and Section 401 of the Clean Water Act. Consultant will delineate wetlands along the design area using the USACE Wetlands Delineation Manual (Environmental Laboratory, 1987), and the most recent supplementary technical literature for hydric soil, hydrology, and hydrophytic vegetation indicators. Jurisdictional waters other than wetlands (i.e., stream channels and impoundments) will be defined using USACE field indicators. Consultant will mark the jurisdictional boundaries of waters of the U.S. within 50 feet, on each side, of the proposed force main in the field with sequentially numbered survey ribbons. Wetland flags, non-wetland waters, and selected reference landmark locations will be recorded using GPS units with sub-meter accuracy.
- The consultant will record the necessary data and complete wetland delineation data sheets (a summary of findings and characteristics of the site, a map depicting the jurisdictional boundaries of waters of the U.S., and data point locations), which are required by USACE for confirmation, and develop the site map based on GPS survey of the limits of wetlands and waters. One wetland, and one corresponding upland data point will be recorded for each wetland feature delineated. The results of the wetlands delineation, summary of findings and characteristics of the project site, collected wetlands data points, and mapping will be summarized in a Wetlands Delineation Report. The consultant shall submit the Wetland Delineation Report and an official Jurisdictional Determination Request form to the USACE for official determination of the jurisdictional waters of the U.S. Only the USACE can officially determine if a wetland or water is jurisdictional. If needed, the consultant will schedule an on-site meeting with the USACE to verify the delineation and obtain written jurisdictional determination of the delineation.
- Stantec will conduct a desktop review of the available research materials to assess the potential for cultural resources. The following sources, at a minimum, will be utilized as a part of the background research:
 - ArchSite database at the subscriber level
 - Historic maps of the project area
 - Current aerial photographs
 Results of the review will be used to prepare an initial consultation letter for SC State Historic Preservation Office (SHPO).

320 Field Survey

- Consultant shall coordinate with CITY to send survey notification letters. Consultant to provide addresses and property owners.
- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83 (2007)
- Vertical datum shall be: NAVD 88

- The Consultant's surveyor will complete field surveying along a 100 -foot wide corridor of the proposed pipeline alignment. All relevant visual or physical features along the route will be surveyed including significant or "specimen" trees 12 inches and larger, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Detailed surveying associated with mapping delineated wetland boundaries is not included in this scope of services. Consultant's surveyor shall recover existing horizontal control monuments and establish GPS control points along the pipeline alignments. Consultant's surveyor shall traverse along the proposed pipeline route to locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. Consultant's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals. Consultant's surveyor will also provide top of bank, bottom of bank, and water surface elevations at all water crossings (every 25-feet for the Saluda River crossing) along the proposed pipeline alignments. Significant rock outcroppings shall be identified.
- Locate both horizontally and vertically (where appropriate) along the routes of each of the proposed water lines, all exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; all trees of sufficient size that require protection according to applicable sections of Richland County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.
- All underground utilities as identified and marked in the field by the local utility locating service or the Consultant's Subsurface Utility Engineering sub-consultant shall be located by the survey. This shall include, but not be limited to, all electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the Engineer's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that all service lines as identified can be properly located. The Engineer's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating all underground utilities.
- All State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and

used for design purposes. This information shall be included in the electronic file and survey drawings.

- Cross Sections along the center of the pipe route shall be taken every 100 feet at a minimum and at locations in between as required to define changes in slope, ditch crossings, etc., as necessary to develop an accurate topography of the survey extents.
- The Consultant shall determine the necessary corridor to be surveyed for this project. At a minimum, topographic survey and cross sections will include up to a 100 - foot corridor and cover the area from the edge of pavement to the limits of a temporary construction easement. Where the gravity sewer is located adjacent to an existing roadway, the opposite side of pavement and driveways will be horizontally located to facilitate developing traffic control plans for the construction phase. Where the gravity sewer is within the road right of way, the adjacent property owners and their parcel sidelines will not be mapped.
- From the survey data, the survey subcontractor shall prepare final AutoCAD 2010 electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation.

330 Property Research and Easement Exhibits

- In consultation with CITY, the Consultant shall assist the City with easement acquisition through the research and preparation of easement exhibits for each property on which a temporary and/or permanent easement will be required. This Scope of Services is based on preparing five easement exhibits. Two rounds of edits are included for each exhibit; an amendment may be issued if additional edits or easement exhibits are required.

340 Utility Mapping

- The Consultant's surveyor shall provide existing utility information along the route of the survey. This information will be obtained with assistance of SC811. No Sub Surface Utility Engineering (SUE) is proposed for this project; however, a minimum of ten (10) Test Holes shall be included in the cost of the project to determine utility depths.

TASK 400 – Geotechnical Investigation

410 Field Investigation

- Consultant will use Capstone Civil Group for geotechnical services to provide subsurface soil conditions along the proposed project routing. Up to twelve borings will be performed at the proposed project sites to determine general soil conditions. It is assumed that ten borings will be to a depth of fifteen feet, and two borings will be to a depth of fifty feet (at the

Saluda River crossing) below grade. A minimum of two borings per each “bore & jack” location will be performed.

- Split-barrel samples will be taken at each boring. Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling. Borings within the SCDOT right-of-way will be backfilled with grout. No restoration beyond backfilling bore holes has been anticipated in this scope of work.
- Where auger refusal occurs above the anticipated sewer depth, periodic rock core samples will be obtained to determine the Rock Quality Designation (RQD) and define the integrity and density of the rock. Up to two rock core samples are included in the scope. These are anticipated to be located at each end of the Saluda River crossing.
- The samples will be tested in a laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, Atterberg limit, and strength tests (unconfined compression/calibrated penetrometer), as appropriate. The results of field and laboratory testing will be evaluated by a professional geotechnical engineer licensed in the State of South Carolina. Note that, in addition to the above, the following will be included for the bores at each end of the Saluda River crossing: stratigraphy, classification of overburden material, uniaxial compressive strength, and abrasiveness.
- This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project. A Geotechnical Engineering Report will be prepared based on the results of the evaluation that details the results of the testing performed. The report will include the following:
 - Computer generated boring logs with soil stratification based on visual soil classification
 - Summarized laboratory data
 - Groundwater levels observed during and after completion drilling
 - Boring location plan
 - Subsurface exploration procedures
 - Encountered soils conditions
 - Subgrade preparation/earthwork recommendations including minimum relative density requirements
 - Anticipated excavation conditions, including difficult excavation and groundwater conditions
- Consultant will obtain all SCDOT and City permits required to conduct investigation on public right-of-way. CITY will obtain right of entry and investigation as required on private property.

TASK 500 – Final Design

510 Roadway Coordination (City, Town, County, State, Federal)

- Consultant will contact and meet as necessary with City, County, State and Federal agencies to determine design parameters for construction of the new force main within the roadway rights-of-way.
- Consultant will coordinate final design with the requirements of all roadway encroachment permits

520 Utility Coordination

- Consultant will contact and meet as necessary with utility agencies that have existing utilities within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the of the new transmission line adjacent to or cross existing utilities.
- Consultant will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.

530 Project Plans and Specifications

- Consultant will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contact Documents shall consist of and include the following:
 - Detailed plan and profile drawings on 24" x 36" plan sheets, 1"=20' (horizontal) and 1"=2' (vertical) scale
 - Relevant features impacting construction as located by the survey.
 - Design and construction details.
 - Sediment and erosion control details.
 - Relevant environmental features.
 - Traffic control plans.
 - Existing pipe demolition/abandonment as needed
 - By-pass pumping plan as needed
 - Specifications coordinated with the CITY'S standard contract documents.
 - Special conditions related to permit requirements and easement requirements. Corrosion control- if needed, produce a set of construction-level drawings that can be used for installation of the AC mitigation design.
 - Material specifications including minimum installation requirements.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. Consultant will provide the technical specifications, bid quantities, measurement and payment items and special provisions.

- Upon approval of the 100-percent submittal, Consultant will provide one set of final bid plans, a CD containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

540 Regulatory Agency Coordination

- Consultant will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction of the new force main in accordance with regulatory requirements.
- Consultant will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - South Carolina Department of Health and Environmental Control
 - U.S. Army Corps of Engineers – Wetlands
 - City of Columbia – Streets Division
 - City of Columbia – Stormwater
 - Lexington County / City of West Columbia - Stormwater
 - South Carolina Department of Transportation
 - Dominion Energy

550 Opinion of Probable Construction Cost and Schedule

- Consultant will submit an opinion of the probable cost for the Project including construction costs, contingencies and other related items at the 60-, 90- and 100-percent plan reviews. Since Consultant has no control over the cost of labor, materials, equipment, or the Contractors' methods of determining price or competitive bidding, we cannot and do not guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probable cost of the Project.

560 Design Reviews

- Consultant will conduct an Internal Technical Review using the Consultant's Quality Management System (QMS) program. A copy of this program will be submitted to the CITY at the beginning of the project.
- After each Internal Technical Review, Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) completion milestones. Consultant will meet with the CITY during these milestones to discuss the project and obtain input from the Client. Following the review, Consultant will make revisions as requested by the City. Documentation of the completed reviews will be provided to the CITY by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.
- At the conclusion of final design, drawings and specifications will be submitted to the CITY for final review and approval. Any revisions to the drawings will

subsequently be made to incorporate the CITY's comments. Upon approval by the City, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to Task 330 above.
- The Consultant will rely on Richland and/or Lexington County Tax Map information in identifying property owners and will research county records for property plats that have been recorded and filed with each county. The Consultant cannot guarantee the accuracy of the county records but will revise the plats as necessary if during the legal research and easement acquisition process corrections are required to the plats.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement exhibits prepared by the Consultant.
- Upon CITY approval of the sixty (60%) percent design plans, Consultant shall prepare and submit easement exhibits. Refer to Task 330 above.

620 Permits

- Construction Permit: Upon CITY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits including partial and final permit to operate and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval.
- Stormwater Permit(s): The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by the City of Columbia and the City of West Columbia/Lexington County. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval each permitting agency. Consultant will provide all required submittal copies and respond to all inquiries by each permitting agency.
- Wetlands Permit: This scope assumes wetland delineation will be required. Consultant will delineate wetlands and upon CITY approval of the sixty (60%) percent completion documents, Consultant will submit for wetland permit application for review and approval by the U.S. Army Corps of Engineers; work with the U.S. Army Corps of Engineers and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish the U.S. Army Corps of

Engineers with the required number of copies of plans and specifications needed for review and approval.

- The proposed impacts will meet the conditions for a NW12 Permit and an Individual Permit will not be required.
- If the NW12 Permit conditions cannot be met, additional permitting (e.g. Individual Permit) will be conducted under additional services (Task 1100).
- Compensatory mitigation will not be required. If impacts cannot be avoided or minimized and compensatory mitigation is required, preparation of a Mitigation Plan will be conducted under additional services (Task 1100).
- This project will have no impacts to threatened or endangered species, or historical/cultural resources.
- The fee for the permit application will be paid through Task 630, Permit Fee Allowance.
- Protected species resource documentation using online databases and site knowledge based on fieldwork completed as part of the jurisdictional waters delineation.
- Scoping letter to SCDNR regarding impacts to Wild and Scenic Rivers along with response.
- Compensatory mitigation coordination (with approved mitigation bankers).

In addition, the permit will include the Cultural Resource Review information and the preliminary jurisdictional determination as described.

- Roadway Encroachment Permits: This scope assumes a City of Columbia and/or a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will submit for review and approval for an Encroachment Permit by the City of Columbia and/or the SCDOT; work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish the City of Columbia with the required number of copies of plans and specifications needed for review and final approval. The CITY is responsible for all fees.
- Other Permits: This scope does not include railroad encroachment permits or permits/reporting required for SRF funding. If they are required, they can be added by amendment.

630 Permit Application Fees:

- The Consultant will utilize this Not-to-Exceed task for direct costs associated with permit fees. No labor is included in this Task. A total of \$3,250 of permit fees are anticipated. The estimated fees for permits are as follows:
 - SCDHEC Construction Permit - \$200
 - Stormwater Permits and Inspection Fees - \$1,050

- Other - \$2,000
- This cost will cover all permit fees apart from any wetland mitigation fees. The limit as identified in the proposal is a ‘not-to-exceed’ value without written consent of the CITY.

TASK 700 – Bidding and Award

710 Bidding Assistance

- Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFIs), attending the bid opening.
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.
- While a formal prequalification process is not anticipated, Consultant will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

720 Award Recommendation

- Consultant will review bids received and assist CITY in evaluating the bids and recommending award of the contract.

730 Conformed Documents

- Consultant will prepare Conformed Documents that incorporate Addenda items. The Conformed Documents will be used for construction. The Consultant will provide the City and Contractor each (3) hard copy sets and (1) digital set (in Adobe PDF format) of the Conformed Documents.

TASK 800 – Engineering Services During Construction

- This service is not provided under this scope of services. Engineering Services During Construction may be authorized by Contract Amendment at a later date.

TASK 900 – Full Time Construction Inspection

- This service is not provided under this scope of services. Full Time Construction Inspection services may be authorized by Contract Amendment at a later date.

TASK 1000 – Project Closeout

- This service is not provided under this scope of services. Project Closeout services may be authorized by Contract Amendment at a later date.

TASK 1100 – Additional Services

1110 General Task

The CITY reserves the right to amend this Agreement so that Consultant may furnish additional services such as those listed below:

- Additional force main design above the 3,500 linear feet identified in the project description.
- Additional Surveying outside original scope or for Record Drawings.
- Flood Study or Flood Impact Analysis
- Professional engineering services related to additional or extended design, bidding, and construction services. Bidding services are based on a forty-five (45) day advertisement period.
- Additional meetings with property owners and agencies beyond those scheduled in the agreement.
- Archaeological and historic resource surveys are not included in this scope. Additional services can be provided if requested by SHPO. It is assumed that information consultation with SHPO shall be sufficient for the permit application.
- Consultation regarding Wild and Scenic Rivers is limited to scoping letter included in this scope. Additional consultation can be provided if required.

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the CITY.

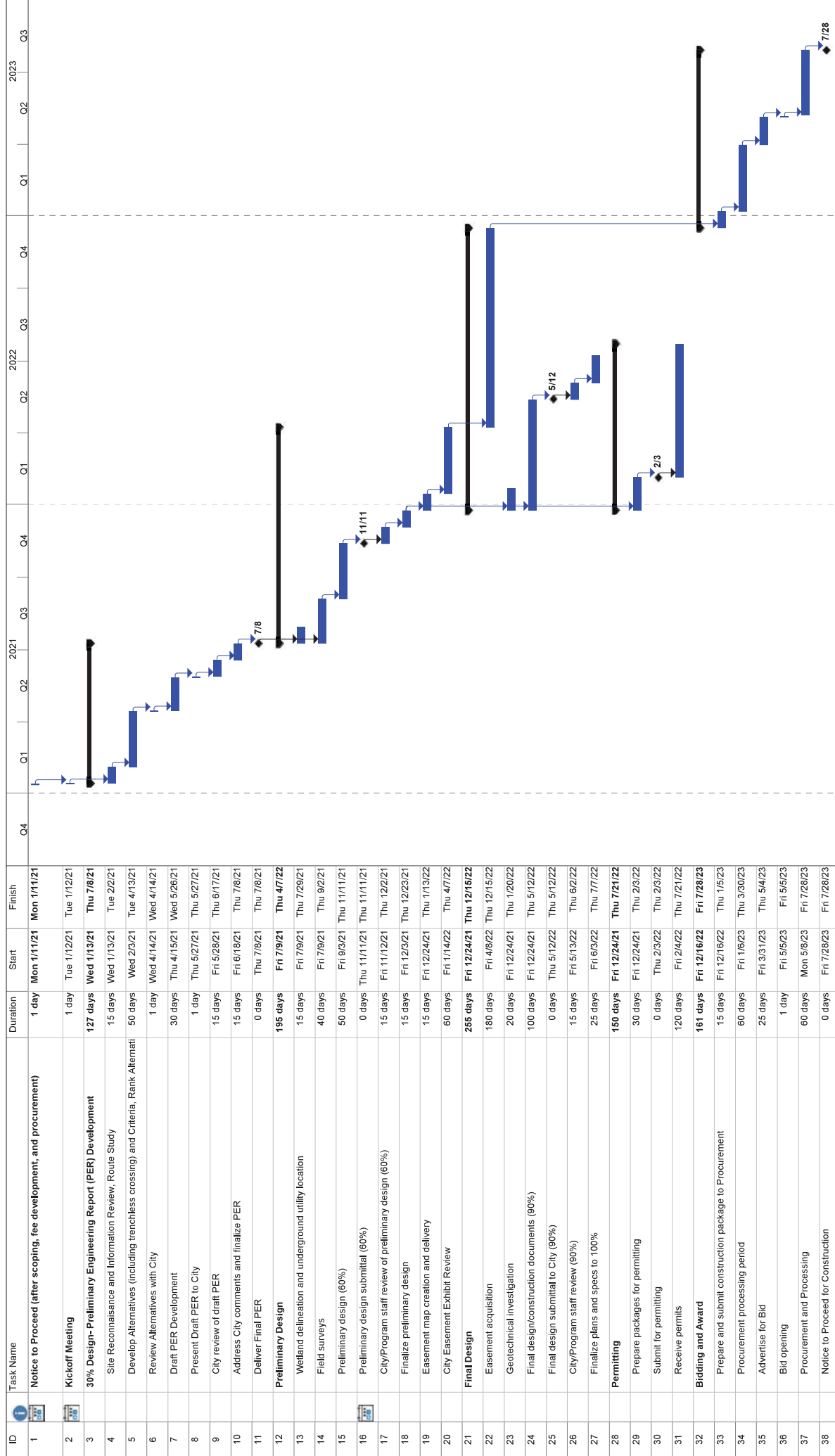
ATTACHMENT A TO EXHIBIT A
RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as described below.

The CITY agrees to perform the following:

- Provide assistance in gaining access to all sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the Engineer with gaining safe access.
- For manholes and sewer line that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay all permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.

SS7568- Saluda River Force Main Extension- Schedule



Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Progress

Deadline

EXHIBIT C
COMPENSATION

City of Columbia
CIP # SS7568
Saluda River Force Main Extension

Compensation for services provided under Tasks 100 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$446,350.00. This includes \$433,100.00 of lump sum tasks, as well as \$13,250.00 of Hourly/NTE tasks. Lump Sum and Hourly/NTE tasks are clearly labeled in the chart below.

An estimated breakdown of the fee is shown in the following table:

Task	Description	Type	Subconsultants	Total
100	Evaluation and Design Phase Administration	LS	\$0	\$73,000
200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	LS	\$25,050	\$120,500
300	Survey and Utility Mapping	LS	\$37,750	\$61,550
400	Geotechnical	LS	\$23,500	\$23,500
500	Final Design	LS	\$3,000	\$110,050
600	Permits and Property	LS	\$0	\$32,500
630	Permit Application Fees	NTE	\$0	\$3,250
700	Bidding and Award	LS	\$0	\$12,000
800	Engineering Services During Construction	LS	N/A	N/A
900	Full Time Construction Inspection	HRLY NTE	N/A	N/A
1000	Project Closeout	LS	N/A	N/A
1100	Additional Services	NTE	N/A	\$10,000
	Total of Contract		\$ 89,300	\$ 446,350
	% of Contract to Subconsultants	8.18%		
	% of Contract to Protégé	11.83%		

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

APPENDIX - Business Information Record for Subconsultants/Subcontractors

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for proposed changes.

MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE “NO LINE STRIKE THROUGH”

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
Chao and Associates, Inc.	V001545	Surveying and planning assistance	\$52,800	11.83 %	SBE	AM
Capstone Civil Group, Inc.	N/A	Geotechnical Exploration	\$23,500	5.27 %	MBE, SBE	BM
EN Engineering	N/A	Corrosion Control Design	\$13,000	2.91 %	N/A	N/A
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female

AM – Asian American Male

BF – African American Female

BM – African American Male

FB – Non-Minority Female Owned

HF – Hispanic American Female

HM – Hispanic American Male

NF – Native American Female

NM – Native American Male

COMBINED TOTAL SUB AMOUNT \$ 89,300

TOTAL CONTRACT AMOUNT: \$ 446,350

I certify this information is true, correct, complete and active.

Business Name: - Stantec Consulting Services, Inc

Representative Name/Title: Rob Stout, Senior Principal

Date: 9/29/2020

Business Information for Subconsultants/Subcontractors- Continued

Attachment: SS7568.Saluda River Force Main Ext Agreement (6360 : SS7568 Saluda River Force Main Extension Project)

List information for each Subcontractor or Subconsultant below.**1) Subcontractors Company information (Primary/Main office location)**

Chao and Associates

Company Name

7 Clusters Court

Physical Address

7 Clusters Court

Mailing Address

Columbia, SC 29710

City/State Zip Code + 4

(803) 772-8420

Phone number

() N/A

Fax number

Gerald Lee

Primary Contact Name

Hao-Ming Chen

Secondary Contact Name

geraldl@chaoinc.com

Primary Contact Email Address

haoming@chaoinc.com

Secondary Contact Email Address

57-0848493

Federal ID #

V001545

Vendor #

2) Subcontractors Company information (Primary/Main office location)

Capstone Civil Group, Inc

Company Name

4107-F Rose Lake Drive, Charlotte, NC 28217

Physical Address

PO Box 44434, Charlotte, NC 28215

Mailing Address

See above

City/State Zip Code + 4

(980) 722-4194

Phone number

(980) 422-0206

Fax number

Charles Brown

Primary Contact Name

Wanda Waite

Secondary Contact Name

cbrown@capstonecivilcompanies

Primary Contact Email Address

lwaite@capstonecivilcompanies.com

Secondary Contact Email Address

47-5409307

Federal ID #

N/A

Vendor #

3) Subcontractors Company information (Primary/Main office location)

EN Engineering

Company Name

28100 Torch Parkway Suite 400, Warrenville, IL 60555

Physical Address

PO Box 6766, Carol Springs, IL 60197

Mailing Address

See above

City/State Zip Code + 4

(630) 432-6269

Phone number

(630) 353-7777

Fax number

Ryan Buchs

Primary Contact Name

Melissa Jones

Secondary Contact Name

rbuchs@enengineering.com

Primary Contact Email Address

mjones@enengineering.com

Secondary Contact Email Address

364485815

Federal ID #

N/A

Vendor #

4) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

5) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Attachment: SS7568.Saluda River Force Main Ext Agreement (6360 : SS7568 Saluda River Force Main Extension Project)

Mailing Address

City/State Zip Code + 4

()

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #6) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 9/29/20

Mentor Amount: \$357,050

Project Name: **Saluda Force Main Extension**

Mentor % of Total Contract: 79.99%

Project #: SS7568

Protégé Amount: \$89,300

Mentor: Stantec Consulting Services, Inc.

Protégé % of Total Contract: 20.01%

Protégé: Chao and Associates

Duration of the Project: 30 months

Total Project Contract Amount: \$446,350

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

A completed Business Information Records (BIR) form is required, and will be reviewed along with this Implementation Plan. **The information recorded in the BIR must be consistent with the Implementation Plan.**

1. How do the Mentor and Protégé intend to work together on the designated project?
Address contractual relationship, general roles and informal teaming arrangements.

As in the past, Stantec will use its standard subconsultant agreement with Chao. Stantec will be the lead engineer and Chao will conduct surveying activities, as well as assist on some design decisions.

2. How does the work performed in this project relate to the goals identified in your MPP Team Agreement and Business Plan?

The goal of our team agreement and business plan is to get Chao engaged in design decisions on complex conveyance projects, which is what we'll do on SS7568.

3. How will the team focus on developing Protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? *Identify milestones, thresholds, or other indicators in which the team's success is being achieved*

We will engage the Protégé on items discussed during monthly progress meetings, ask for their perspective on design decisions. The monthly progress meetings provide a consistent avenue for having this dialogue.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

4. Proposed manpower and resources from both the Mentor and the Protégé are required for the project. Address key personnel, equipment/materials, and insurance/bonding. Additionally, included any special arrangements where applicable.

Mentor: Rob Stout will be the project manager, Erez Allouche will be the trenchless specialist, and Marcus Sizemore will work on the historical and environmental elements of the project. Ken Robinson and Anna Kuzmich will provide design and CADD assistance.

Other than an iPad equipped with GIS and GPS for field reconnaissance, no special equipment is expected directly from the Mentor. Mentors geotechnical subconsultant is expected to have the equipment necessary for typical geotechnical bores, as well as rock corings.

Stantec will comply with insurance/bonding requirements from the City.

Protégé: Gerald Lee will be the project manager for Chao and will lead the surveyors and engineers to assist Stantec on the project.

Please ensure that all Subcontractors are listed on the Business Information Records (BIR) and complete items below:

List Subcontractors Names below: (Do not include Protégé)	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?
Capstone Civil Group	Chao and Assoc	Chao and Assoc
EN Engineering	Chao and Assoc	Chao and Assoc

Special Arrangements:
None

5. What scope of work is to be performed by each participant of the MPP team utilizing the



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

proposed resources identified above?

a. Description of Mentor's responsibilities on project:

Overall project management, pipeline design and permitting

b. Description of Protégé responsibilities on project:

Surveying and design decision assistance

c. Description of responsibilities that will be completed as a team:

Design

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

Task #	Task Description	Duration	Protégé Involved?
100	Evaluation and Design Phase Administration	30 months	No
200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	6 months	Yes
300	Survey and Utility Mapping	3 months	Yes
400	Geotechnical	1 month	No
500	Final Design	12 months	No
600	Permits and Property	10 months	No
700	Bidding and Award	8 months	No

7. Outline of regularly scheduled meeting between Mentor and Protégé (Progress reporting).

This will follow monthly progress meetings with the City.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

8. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

Stantec will invoice the City monthly and will include Protégé invoices as applicable. This also applies to initial and final payments.

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

MPP participants acknowledge that any change orders/contract amendments to this project will require a completed Implementation Plan Addendum for each change order/contract amendment made to the project.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by Stantec Consulting Services, Inc. (Mentor Firm) this day of September 29, 2020.
Corporate SEAL

By: Rob Stout *Rob Stout*

Title: Senior Principal

Firm Name: Stantec Consulting Services, Inc.



ATTEST:

By: Ken Robinson *Ken Robinson*

Title: Associate

EXECUTED by Chao & Associates, Inc. (Protégé Firm) this 29th day of September 2020.
Corporate SEAL

By: Jimmy Chao *Jimmy Chao*

Title: President

Firm Name: Chao & Associates, Inc.

ATTEST:

By: Gerald A. Lee *Gerald A. Lee*

Title: Director of Civil Engineering

RECOMMENDED FOR APPROVAL:



We Are Columbia

CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

EXECUTED by the Office of Business Opportunities - Compliance on this 16 day of
October 2020.

By: Juliet M. Nelly

Title: Program Compliance Adminsitrator

Attachment: SS7568.Saluda River Force Main Ext Agreement (6360 : SS7568 Saluda River Force Main Extension Project)



Attachment: SS7568 Location map (6360 : SS7568 Saluda River Force Main Extension Project)



CITY COUNCIL

November 17, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 1314 Rosewood Drive; TMS# 11208-02-10

Council District:	3
Proposal:	Request to annex, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (C-3) within a Flood Protective Area (-FP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned HI (Pending GC) by Richland County.
Applicant:	Realty Haven, LLC
Staff Recommendation:	Approval
PC Recommendation:	10/05/2020; Approval (8-0)
ZPH, 1 st Reading:	11/17/2020; Pending
2 nd Reading:	12/01/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.90 acres

Current Use: Commercial

Proposed Use: Commercial

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole - Primary

Current County Land Use Classification: Mixed Residential (High Density)

Proposed City Land Use Classification: Community Activity Corridor (AC-2)

Current County Zoning: Heavy Industrial (HI) (Pending General Commercial, GC)

Proposed City Zoning: General Commercial District (C-3) within a Flood Protective Area (-FP)

Census Tract: 117.01

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

This address is next to property that is already annexed in the City so it will not be a burden on our resources. However, as with most annexations, we find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this existing office is **approximately \$200 per year**, based on calls to similar properties within the City limits.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

There are **no anticipated costs** to the Solid Waste Division as service is not typically provided to this type of use.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

The customers on the annexed property will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this commercial building and business, as it is located within a designated Primary Donut Hole in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately \$2,800 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on **2019 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Donut Hole” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Community Activity Corridor (AC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County.

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive, and typically consist of a variety of commercial and service uses.

Primary Types

- Multi-family Mixed-use Small & Medium
- Business/Employment Small & Medium (excl. Flex)

Secondary Types

- Multi-family Small & Medium

Tertiary Types

- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the Capital City Mill District Area & Corridor Plan (2017), adopted by the City of Columbia and Richland County. This plan made future land use recommendations for the joint planning area based upon the City's future land use classifications, and the plan did recommend the assignment of the Community Activity Center (AC-2) classification for this property. Mill District characteristics were identified specific to future land use classifications, and include "reuse and infill development, urban corridor scale, predominantly business, and density that defines the street edge" for AC-2 (page 34). No recommendations were made specific to the subject property, though the Greenspace and Mobility Analysis (page 77) indicates the potential location of a future multi-use path along Rosewood Drive. Broader recommendations of the plan, especially those specific to rail relocation, may indirectly impact the property given its proximity to two rail lines.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned HI by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the North and Light Industrial District (M-1) to the East. Surrounding parcels within unincorporated Richland County are currently zoned M-1 to the West and HI to the South.

The proposed City of Columbia zoning district is General Commercial District (C-3) within a Flood Protective Area (-FP).

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends that City Council annex the property, assign a future land use classification of Community Activity Corridor (AC-2), and assign zoning of General Commercial District (C-3) within a Flood Protective Area (-FP) at the time of annexation.



Land Use Map

1314 Rosewood Drive, TMS# 11208-02-10

Existing Rich. Co. FLU: Mixed Residential (High Density); Proposed FLU: AC-2



We Are Columbia

Prepared by: Shane Shaughnessy
September 2, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAD-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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Zoning Map

1314 Rosewood Drive, TMS# 11208-02-10
Current Rich. Co. Zoning: HI; Proposed Zoning: C-3, -FP



We Are Columbia



Prepared by: Shane Shaughnessy
September 2, 2020



-FP: Floodplain Overlay District

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ORDINANCE NO.: 2020-096

Annexing and Incorporating 1314 Rosewood Drive, Richland County TMS #11208-02-10 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2020, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned a future land use classification of Community Activity Corridor (AC-2), zoning of General Commercial District (C-3), apportioned to City Council District 3, Census Tract 117.01 and contains 0.90 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11208-02-10

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-096

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.90 acres, more or less, and shown and designated as block 02, lot 10 on Richland County Tax Map 11208. Said parcel having such boundaries and measurements as are shown on said tax map.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: September 2, 2020
 RE: **Property Address:** 1314 Rosewood Drive
Richland County TMS#: 11208-02-10
Owner(s): Realty Haven, LLC
Current Use: Commercial
Proposed Use: Commercial
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Community Activity Corridor (AC-2)
Current County Zoning: Heavy Industrial (HI) (Pending General Commercial; GC)
Proposed City Zoning: General Commercial (C-3) within a Flood Protective Area (-FP)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 3
Census Tract: 117.01

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **October 5, 2020** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

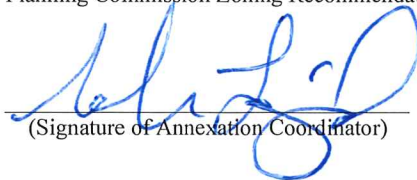
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Aubrey Jenkins, Fire Chief
 Joseph Jacob, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Deputy Business License Administrator
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Denny Daniels, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Dana Higgins, Director, Engineering
 Jan Alonso, Finance Director
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 John Fellows, Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: AC-2 (Land Use classification) by B - O
 on 10/5/20 (mm/dd/yyyy).

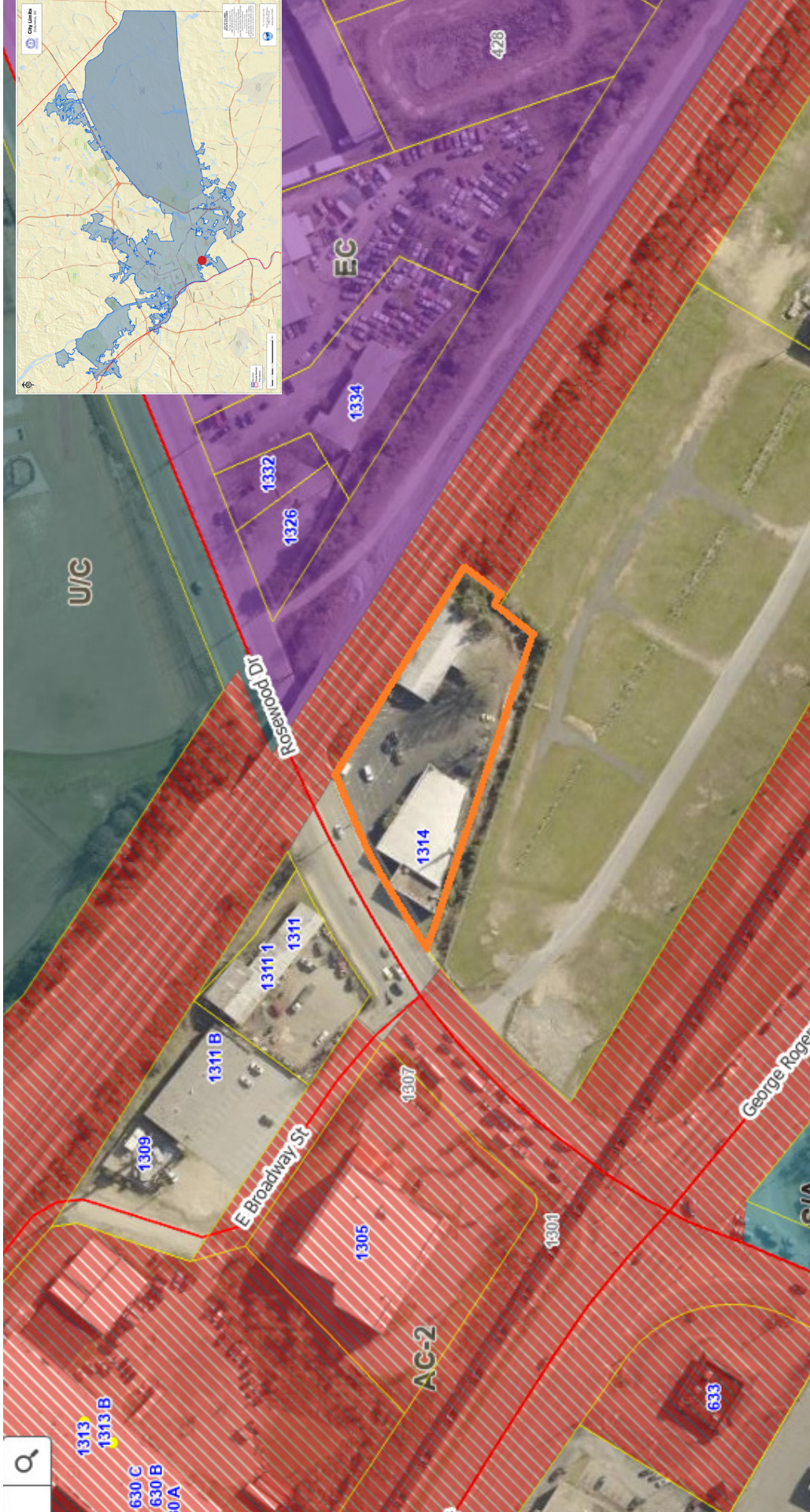
Planning Commission Zoning Recommendation: C-3 (Zoning classification) by B - O
 on 10/5/20 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Land Use Map

1314 Rosewood Drive, TMS# 11208-02-10
Existing Rich. Co. FLU: Mixed Residential (High Density); Proposed FLU: AC-2



Prepared by: Shane Shaughnessy
September 2, 2020

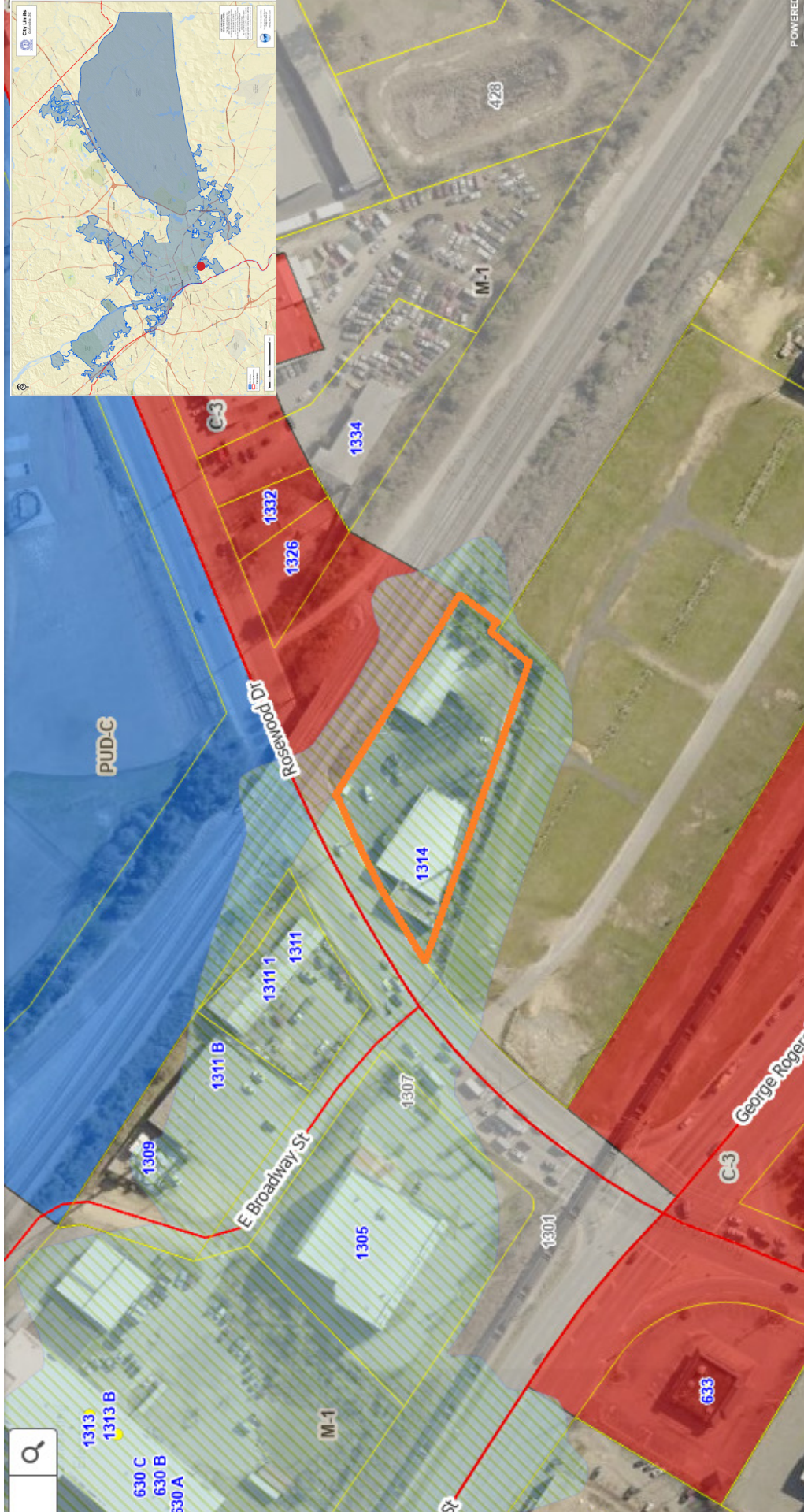


UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	SIA - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	CI - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	GBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-Family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	UC - Universities/Colleges
UEMF - Urban Edge Multi-Family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	TIS - Transitional/Sensitive Lands

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Zoning Map

1314 Rosewood Drive, TMS# 11208-02-10
Current Rich. Co. Zoning: HI; Proposed Zoning: C-3, -FP



Prepared by: Shane Shaughnessy
September 2, 2020



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-FP: Floodplain Overlay District

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

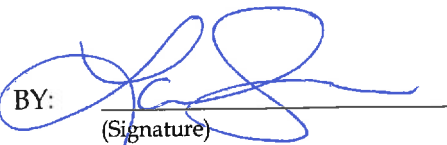
The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.90 acres, more or less, and shown and designated as block 02, lot 10 on Richland County Tax Map 11208. Said parcel having such boundaries and measurements as are shown on said tax map.

Richland County TMS: 11208-02-10

Property Address: 1314 Rosewood Drive

Realty Haven, LLC

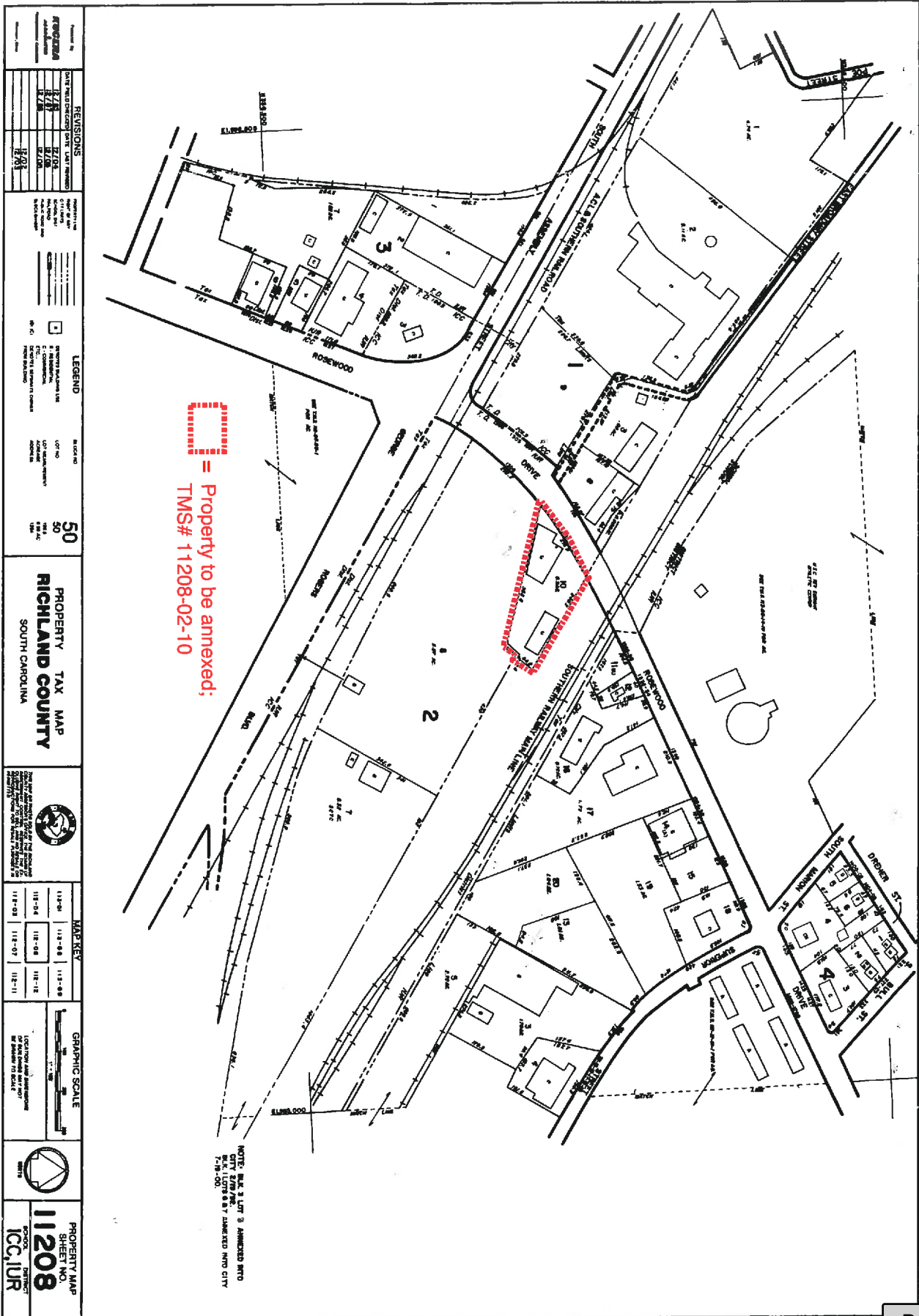
BY: 
 (Signature)

Date: 8/25/20

Lauren Taylor
 (Print or Type Name)

ITS: Principle / Member
 (Print or Type Title)

11208





CITY COUNCIL

November 17, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

1.45 acre portion of 940 Gracern Road; TMS# 07301-02-01(p)

Council District:	2
Proposal:	Request to annex, assign land use classification of Employment Campus (EC) and assign zoning of General Commercial (C-3) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RS-LD by Richland County.
Applicant:	American Home Renovations, LLC
Staff Recommendation:	Approval
PC Recommendation:	05/04/2020; Approval (7-0)
ZPH, 1 st Reading:	11/17/2020; Pending
2 nd Reading:	12/01/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.45 acres
Current Use: Vacant
Proposed Use: Commercial / Vacant
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Employment Campus (EC)
Current County Zoning: RS-LD
Proposed City Zoning: General Commercial District (C-3)
Census Tract: 104.03

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Note: City Council originally reviewed this property as part of a 2.37 acre annexation request (Ordinance 2020-038) at the May 19, 2020 zoning public hearing. Due to a clerical error, the petition and legal description did not include this 1.45-acre "Tract A", thus this new ordinance is before you today.

Police

As most of the proposed development is on a parcel within the City limits, it is difficult to calculate the cost of the annexation of this parcel separate from the portion already within the City limits. **Including the portion of the property already within the City limits, the estimated annual cost for this development based upon calls for service is approximately \$700.**

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

There is **no anticipated cost** for this property under consideration for annexation, as solid waste service is not provided to this type of use.

Engineering

Water lines serve this property, and sewer service is available to the portion of the development that is already within the City limits. If it would be necessary to extend sewer to the northern part of the property, **the estimated cost for that extension would be approximately \$56,000.**

Water Customer Care

The customers on the annexed property will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend annexation of this parcel, located within a Donut Hole as designated in the Urban Service Area plan. There are no immediate development plans on a 1.45 portion of the subject property, and the remaining 0.92 acres will be developed in conjunction with an adjacent parcel that is already within the City limits. Thus, it is difficult to isolate the real estate tax revenue for this parcel from the adjacent property already within the City. **Including the development on the property already within the City limits, the estimated annual real estate tax revenue is approximately \$4,000.**

* Estimated City Tax Revenue is based on 2019 millage for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax *credit* factor applies to in-City properties (an additional .002020 for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Donut Hole” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Employment Campus (EC). The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County.

These are areas dedicated to concentrations of employment uses ranging from professional services, research and development, and light production facilities. They are often designed in parks with internal street networks, extensive green spaces, and large format buildings. These districts are most often found at the urban edge, and require large tracts of land. These campuses are comprised primarily of office buildings including corporate offices, medical or professional offices, medical research facilities, office suites, and non-polluting manufacturing, and research and development uses. Redevelopment and infill in these districts with more supporting uses like multi-family residential and other retail/entertainment uses is encouraged with access to multi-modal transit stops in and near the employment campus.

Primary Types

Medium to High-rise Office/Services
Medium to Extra Large Format Flex

Secondary Types

- Multi-family Medium to High-rise Mixed-use
- Parking Structures

Tertiary Types

- Single-family Attached
- Multi-family Small to High-rise
- Commercial Small to Extra Large
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the Broad River Corridor Master Plan (2010) adopted by Richland County, specifically within the Greystone Boulevard Neighborhood Sub-Area (page 48). The plan proposes a land use character district of Neighborhood Residential District for the property (page 32), and the subject property is not located within a half mile radius of the proposed nodes set forth within the plan along the Broad River Road Corridor (page 61).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-LD by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the West and South and Development District (D-1) to the East. Surrounding parcels in unincorporated Richland County are currently zoned RS-LD to the North.

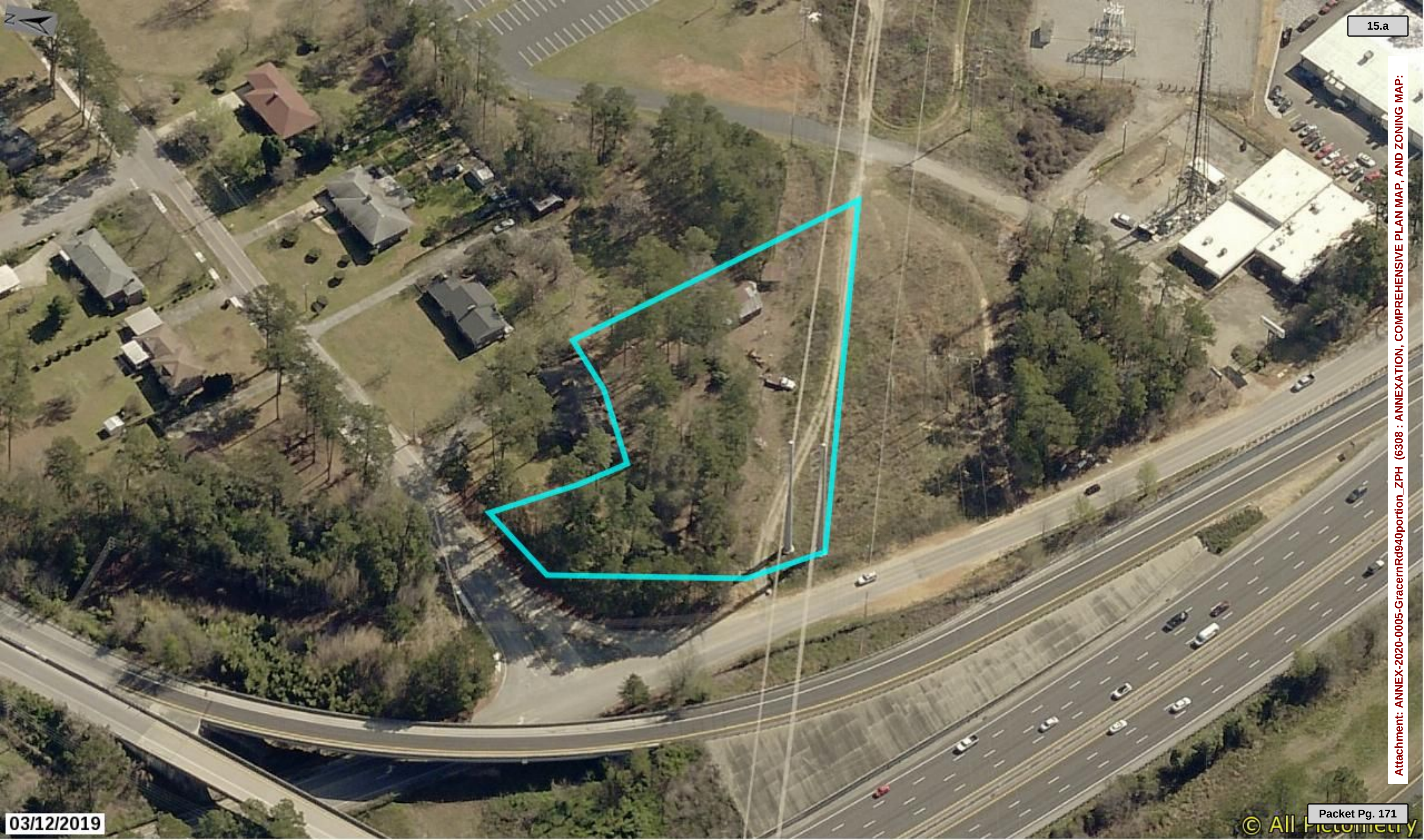
The proposed City of Columbia zoning district is General Commercial District (C-3).

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends that City Council annex the property, approve an ordinance to assign a future land use classification of Employment Campus (EC), and zoning of General Commercial District (C-3) at the time of annexation.



Future Land Use Map

Department of Planning & Development Services

1.45 acre portion of 940 Gracern Road, TMS# 07301-02-01(p);
Existing Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: RS-LD

15.a

Legend

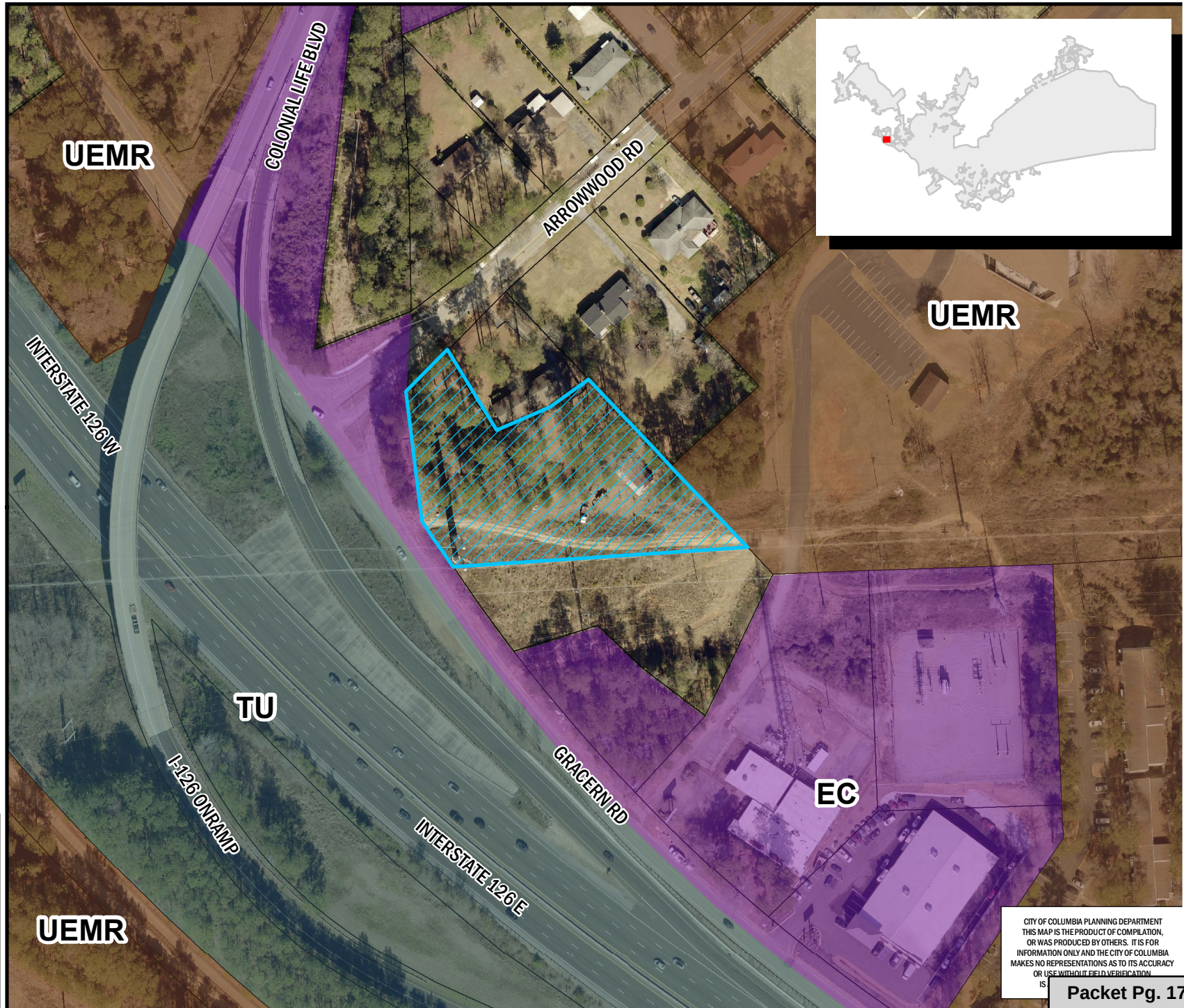
CITY LIMITS
PARCELS

Gracern940_TractA
Cand680_0_47ac

UCMR-1 - Urban Core Mixed Residential - 1
UCMR-2 - Urban Core Mixed Residential - 2
UCMR-3 - Urban Core Mixed Residential - 3
UEMR - Urban Edge Mixed Residential
UCMF - Urban Core Multi-family
UEMF - Urban Edge Multi-family
UCR-1 - Urban Core Residential Small Lot
UCR-2 - Urban Core Residential Large Lot
UER-1 - Urban Edge Residential Small Lot
UER-2 - Urban Edge Residential Large Lot
UCAC-1 - Urban Core Neighborhood Activity Center
UCAC-2 - Urban Core Community Activity Center
UCAC-3 - Urban Core Regional Activity Center
UEAC-1 - Urban Edge Community Activity Center
UEAC-2 - Urban Edge Regional Activity Center
AC-1 - Neighborhood Activity Corridor
AC-2 - Community Activity Corridor
AC-3 - Regional Activity Corridor
EC - Employment Campus
IND - Industrial
TU - Transportation & Utilities
SIA - Sports/Amusement
CII - Civic/Institutional
CBA - Central Business Area
ZOO - Riverbanks Zoo & Garden
UIC - Universities/Colleges
FJ - Fort Jackson
TIS - Transitional/Sensitive Lands

0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 10/29/2020



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
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OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 172

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ANNEX-2020-0005-GracernRd940portion_ZPH (6308 : ANNEXATION, COMPREHENSIVE

Zoning Map

Department of Planning & Development Services

1.45 acre portion of 940 Gracern Road, TMS# 07301-
Existing Rich. Co. Zoning: RS-LD, Proposed Zoning: C-3

15.a

Legend

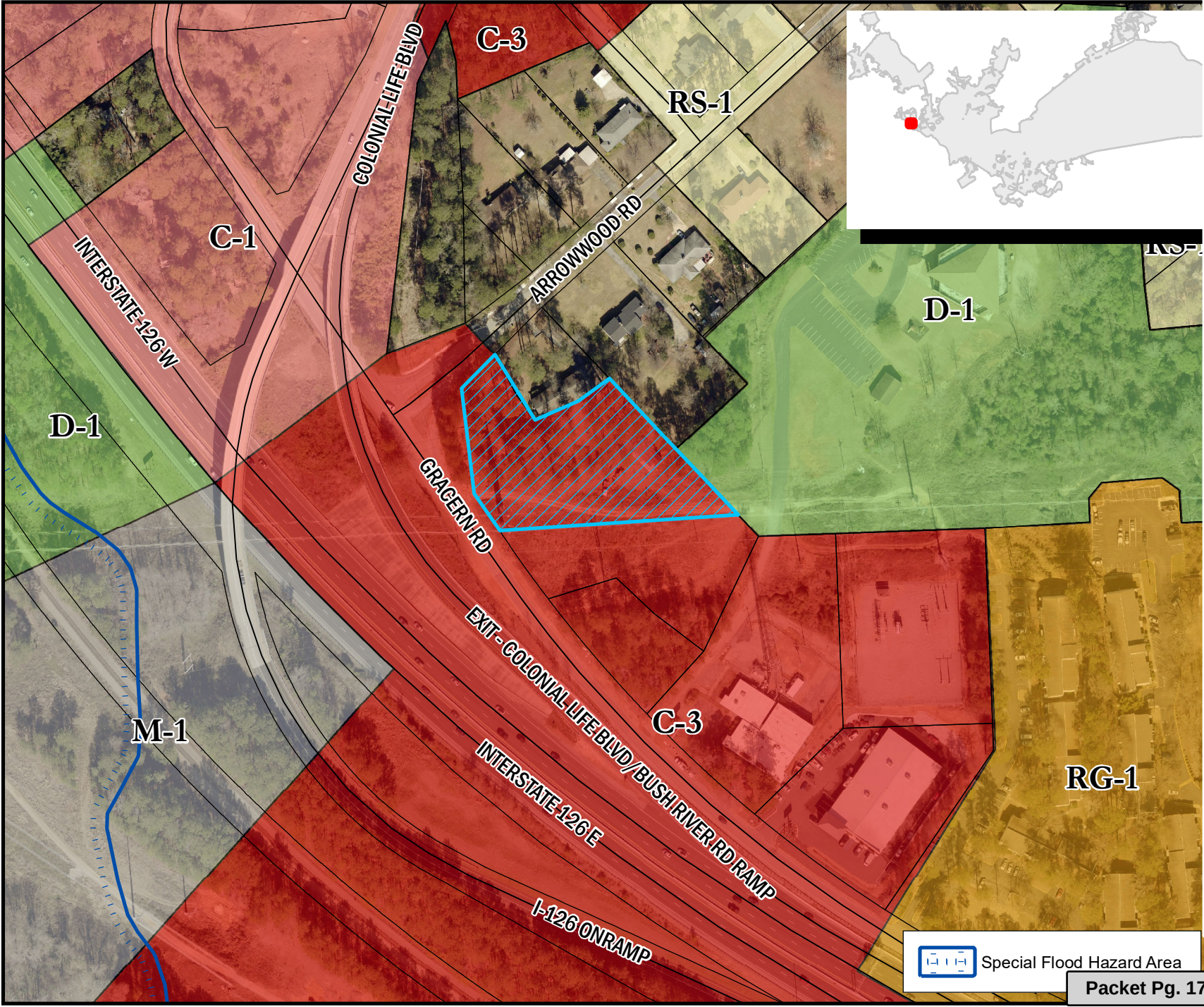
PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
October 29, 2020

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Special Flood Hazard Area

Packet Pg. 173

Attachment: ANNEX-2020-0005-GracernRd940portion_ZPH (6308 : ANNEXATION, COMPREHENSIVE

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2020-097

*Annexing and Incorporating 1.45 acre portion of 940 Gracern Road,
Richland County TMS#07301-02-01(pt) into Columbia Compass: Envision 2036 adopted by
Ordinance No.: 2020-028 on August 4, 2020*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2020, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned a future land use classification of Employment Campus (EC), zoning of General Commercial District (C-3), apportioned to City Council District 2, Census Tract 104.03 and contains 1.45 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 07301-02-01 (pt)

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-097

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and shown as Tract A on a Zoning Sketch prepared for Carolina Paint & Body, by Howard R. Boyd, II, P.E., Southeastern Land Management and Surveying, LLC, dated January 28, 2020, and containing 1.45 acres. Said tract having such boundaries and measurements as are shown on said Zoning Sketch hereby incorporated by reference for a more complete description of the property.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: March 11, 2020

RE: **Property Address:** 940 Gracern Road
Richland County TMS#: 07301-02-01
Owner(s): American Home Renovations, LLC / Julius Brazell
Current Use: Vacant
Proposed Use: Commercial / Vacant
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Employment Campus (EC)
Current County Zoning: Residential Single Family Low Density (RS-LD)
Proposed City Zoning: General Commercial (C-3)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 2
Census Tract: 104.03

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **April 6, 2020** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

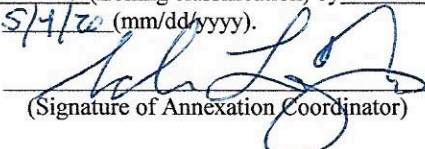
/atl

Attachments

cc:	Clint Shealy, Assistant City Manager Jeff Palen, Assistant City Manager/CFO Aubrey Jenkins, Fire Chief Joseph Jaco, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Lakesha Shannon, Business License Administrator Greg Williams, Deputy Business License Administrator Tiffany Latimer, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Police Planning & Research Alfreda Tindal, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager Teresa Knox, City Attorney William Holbrook, Police Chief Dana Higgins, Director, Engineering Jan Alonso, Finance Director Gloria Saaed, Community Development Director George Adams, Fire Marshal Rachel Bailey, Zoning Administrator Jacquelyn Richburg, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Tori Salvant, Dev. Center Administrator
-----	--	---

Planning Commission Land Use Recommendation: EC (Land Use classification) by 7.0 on 5/4/20 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 7.0 on 5/4/20 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Attachment: 2020-097 annex 1.45 ac pt 940 Gracern Road (6308 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP: 940 Gracern

Future Land Use Map

940 Gracern Road, TMS# 07301-02-01;

Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: EC

15.b

Department of Planning & Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 Urban Edge Community Activity Center
- UCAC-3 Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



0 50 100 200 Feet

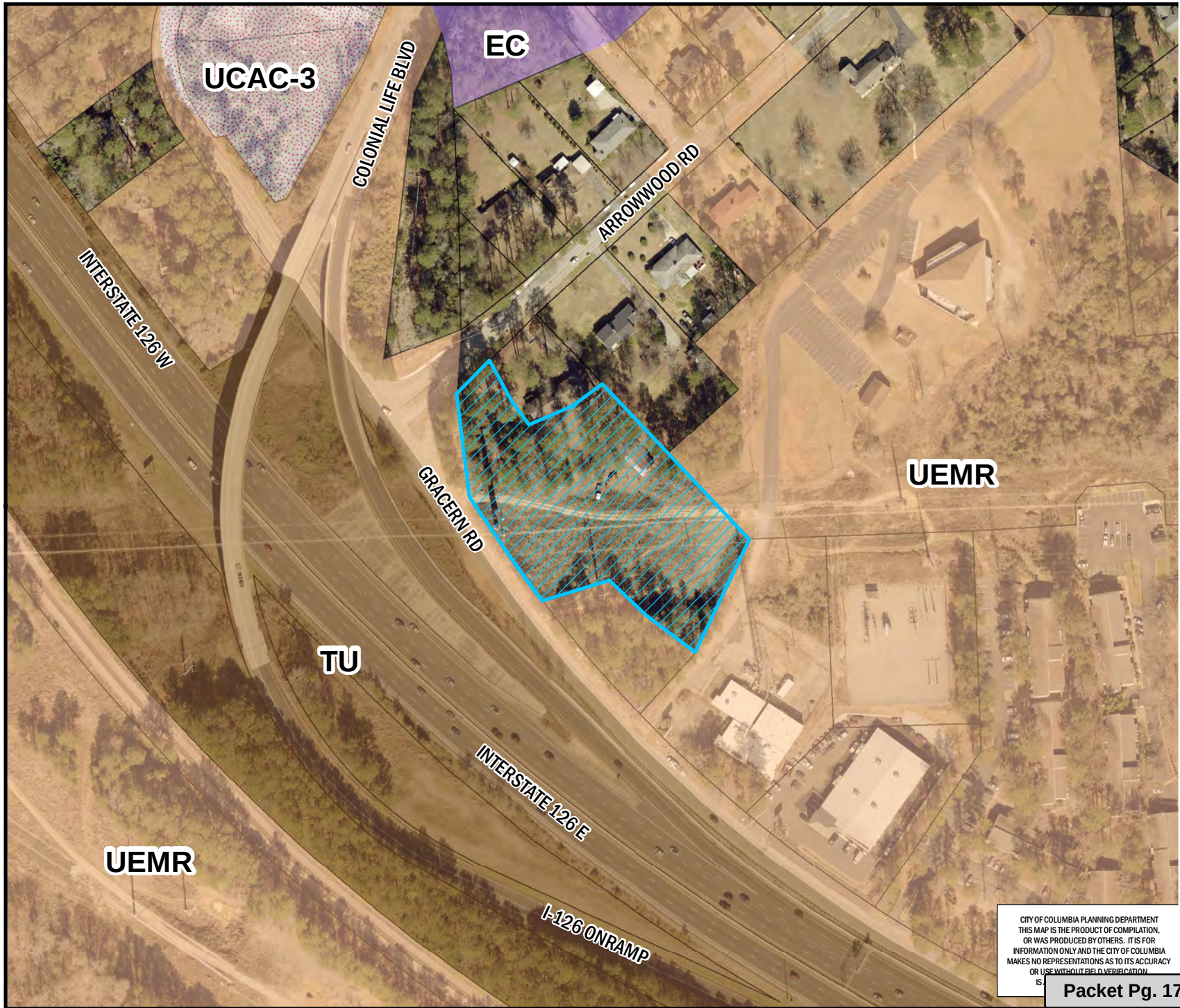
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
March 11, 2020



We Are Columbia



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Packet Pg. 178

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: 2020-097 annex 1.45 ac pt 940 Gracern Road (6308 : ANNEXATION, COMPREHENSIVE PLAN

Zoning Map

Department of Planning & Development Services

940 Gracern Road, TMS# 07301-02-01;
Current Rich. Co. Zoning: RS-LD, Proposed Zoning: C-3

15.b

Legend

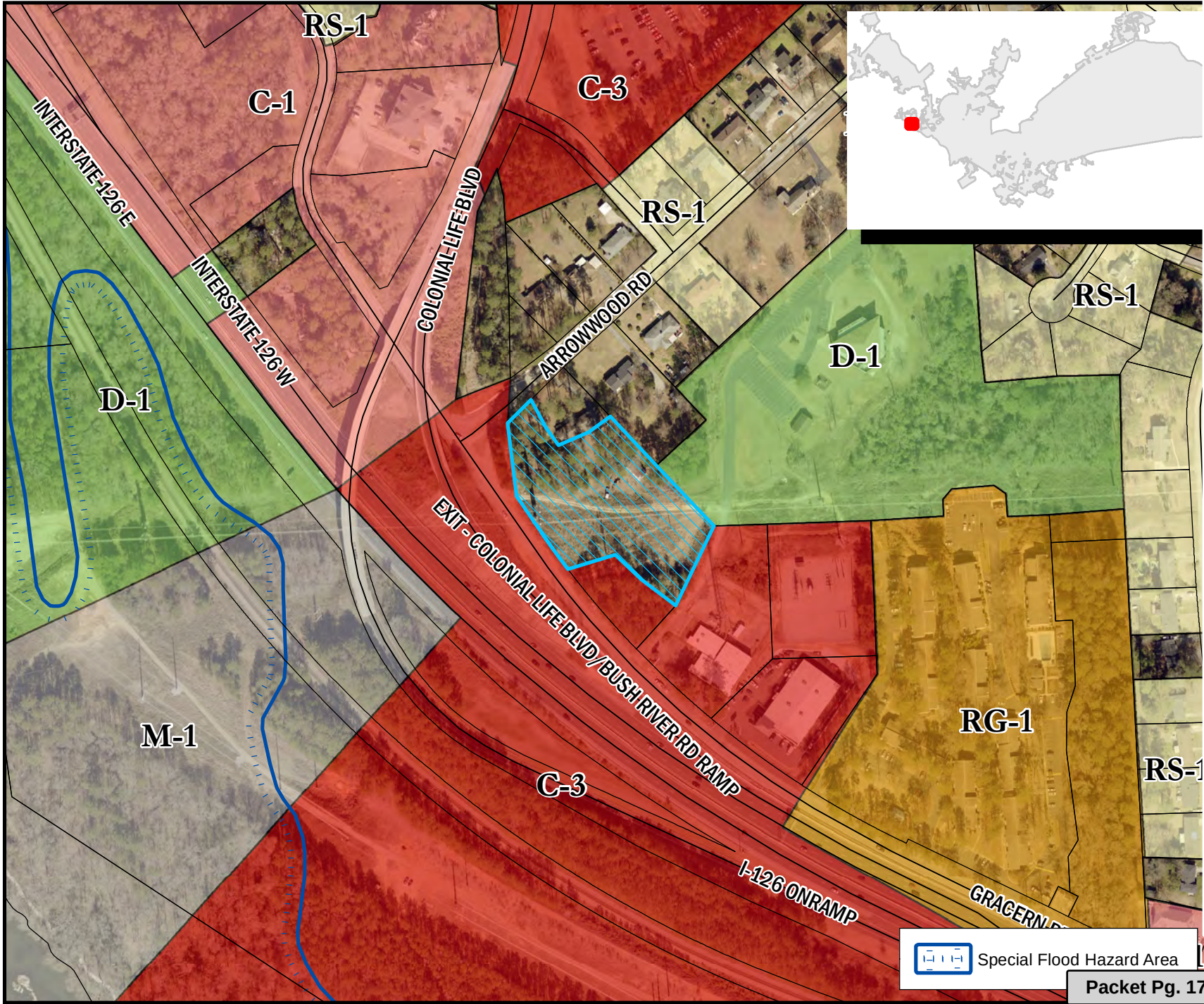
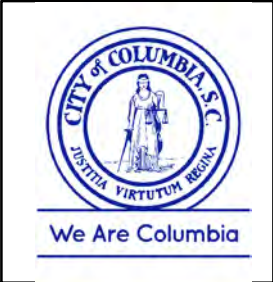
PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 75 150 300 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
March 11, 2020

DISCLAIMER:
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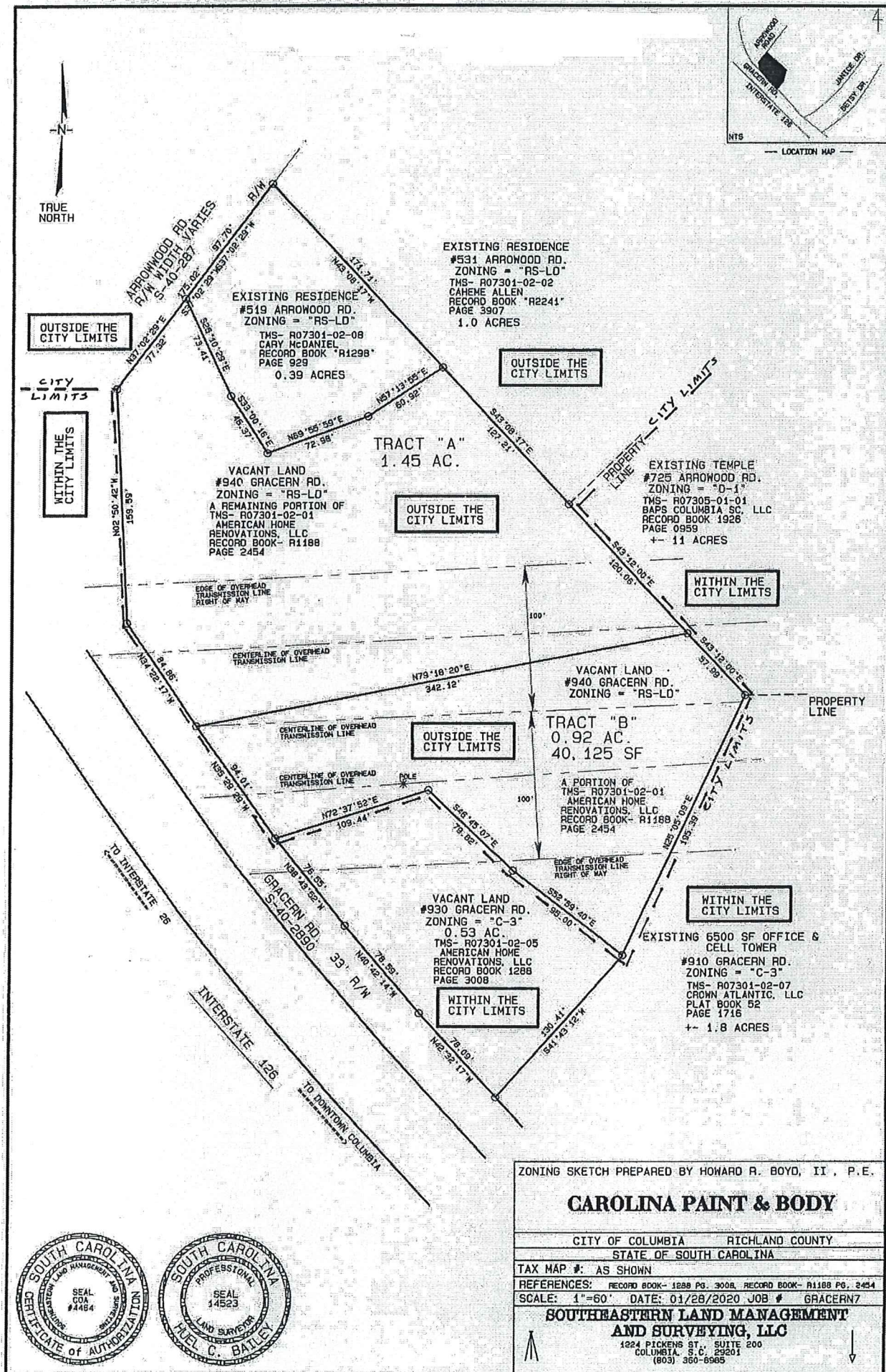


Special Flood Hazard Area

Packet Pg. 179

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: 2020-097 annex 1.45 ac pt 940 Gracern Road (6308 : ANNEXATION, COMPREHENSIVE PLAN



STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or tract of land with any improvements thereon, situate, lying and being near the City of Columbia, in Richland County, State of South Carolina, and shown as Tract A on a Zoning Sketch prepared for Carolina Paint & Body, by Howard R. Boyd, II, P.E., Southeastern Land Management and Surveying, LLC, dated January 28, 2020, and containing 1.45 acres. Said tract having such boundaries and measurements as are shown on said Zoning Sketch hereby incorporated by reference for a more complete description of the property.

Richland County TMS: 07301-02-01 (portion)

Property Address: 1.45 acre portion of 940 Gracern Road

American Home Renovations, LLC

BY:  Date: MARCH 4, 2020
 (Signature)
CARY W. McDANIEL ITS: 
 (Print or Type Name) (Print or Type Title)

ORDINANCE NO.: 2020-094

Amending the Columbia Compass: Envision 2036 Map to assign or amend land use classifications for parcels where annexation or modification of future land use occurred between February 13, 2020 and November 17, 2020

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, the properties referenced in the attached list were annexed into the City of Columbia or had their future land use classifications amended between February 13, 2020 and November 17, 2020, and therefore were not included or reflected within the future land use map of Columbia Compass: Envision 2036, which was adopted by City Council on August 4, 2020; and

WHEREAS, the properties referenced in the attached list shall be assigned the designated future land use classifications, and the Columbia Compass: Envision 2036 Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2020, that the properties referenced in the attached list, which were not included or included as amended within the Columbia Compass: Envision 2036 Future Land Use Map, shall be assigned the designated land use classifications, and the Future Land Use Map shall be amended accordingly.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2020-094
EXHIBIT "A"

TMS#	Property Address	Future Land Use Classification	Date Annexed
25705-07-27	151 Clemson Road	Regional Activity Corridor (AC-3)	6/2/2020
13805-05-18	220 Deerwood Street	Urban Core Residential Small Lot (UCR-1)	6/2/2020
25705-07-25	171 Clemson Road	Regional Activity Center (AC-3)	6/2/2020
16407-04-04	6728 Wingard Street	Urban Edge Residential Large Lot (UER-2)	6/2/2020
09212-01-01(p) & 09212-02-12(p)	2.57 acres S/W Rugby Road (p) and 4802 Brickyard Road (p)	Urban Edge Residential Large Lot (UER-2) <i>(to amend future land use)</i>	N/A
09212-01-01(p), 09212-02-01, 09212- 02-12(p), 09305-04- 18, 09305-04-19, 09309-15-08, 09309- 15-11	2.74 acres S/W Rugby Road (p), 0.31 acres E/S Rugby Road, 4802 Brickyard Road (p), 320 Club Road, 0.38 acres W/S Rugby Road, 4848 Rugby Road, and 4860 Rugby Road	Urban Edge Residential Large Lot (UER-2) <i>(to assign future land use)</i>	6/2/2020
07301-02-01(p)	940 Gracern Road (p)	Employment Campus (EC) <i>A portion of this property was annexed 6/2/20, however a remaining portion is scheduled for annexation and assignment of land use and zoning at the November Zoning & Planning Matters Public Hearing.</i>	6/2/2020
07308-01-07	215 Bush River Road	Urban Core Regional Activity Center (UCAC-3)	6/2/2020
19100-04-15, 19100- 04-25, 19100-04-28, 19100-04-29, 19100- 04-30, 19100-04-31, 19100-04-19, 19100- 04-22	14.4 acres N/S Garners Ferry Road, 17.91 acres N/S Garners Ferry Road, 11.08 acres W/S Benson Road (Parcel F), 17.2 acres W/S Benson Road, 4.96 acres E/S Benson Road, 44.55 acres N/S Garners Ferry Road, and 45.15 acres N/S Garners Ferry Road	Community Activity Corridor (AC-2), Urban Edge Residential (UER-1), and Transitional/Sensitive Lands (T/S), as shown on the accompanying map.	6/2/2020
07502-01-03	2125 Apple Valley Road	Urban Edge Residential Large Lot (UER-2)	10/6/2020
06205-02-11	4521 Broad River Road	Community Activity Corridor (AC-2)	8/4/2020
16200-04-12	120 Metal Park Drive	Industrial (IND)	8/4/2020
25705-11-09	810 Sparkleberry Lane	Regional Activity Corridor (AC-3)	8/4/2020
28907-01-09	156 Island View Circle	Urban Edge Residential Large Lot (UER-2)	8/4/2020
31700-01-06	1.70 acres County Line Trail	Urban Edge Residential Large Lot (UER-2)	8/4/2020
28900-01-18	18.02 acres County Line Trail (p)	Urban Edge Residential Small Lot (UER-1)	8/4/2020
28900-01-35	20.74 acres County Line Trail	Urban Edge Residential Small Lot (UER-1)	8/4/2020
07306-02-36	906 Brantley Street	Urban Edge Mixed Residential (UEMR)	10/6/2020
28900-01-19(p)	166 Riding Grove Road (p)	Urban Edge Residential Small Lot (UER-1)	10/6/2020



CITY COUNCIL

November 17, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

COMPREHENSIVE PLAN – FUTURE LAND USE MAP CASE SUMMARY

Subject:	Chapter 6 of <i>Columbia Compass: Envision 2036</i> – Future Land Use Map
City Council Districts:	All
Proposal:	Amend the Future Land Use Map of <i>Columbia Compass: Envision 2036</i> to assign or amend land use classifications for parcels where annexation or modification of future land use occurred or will occur between February 13 and November 17, 2020.
Applicant:	City of Columbia
Staff Recommendation:	Approval
PC Recommendation:	09/14/2020; Approval (8-0)
ZPH, 1 st Reading:	11/17/2020; Pending
2 nd Reading:	12/01/2020; Pending

SUMMARY

This is an update to the Future Land Use Map of *Columbia Compass: Envision 2036* (the City's comprehensive plan). The maps within the plan, adopted August 4, 2020 by City Council, reflected City boundaries as of February 13, 2020 in order to finalize the draft for public review and planning commission review in advance of City Council review and adoption. As a result, Planning Commission re-reviewed those properties for which future land use recommendations were made specific to the prior plan, *The Columbia Plan 2018*, at Planning Commission meetings between January and July 2020, in order to provide recommendation to City Council.

This update will align the Future Land Use Map with the City of Columbia's current boundary and amend the map to reflect land use amendments made to *The Columbia Plan 2018* during this time period. See below list for affected properties and proposed future land use classifications.

TMS#	Property Address	Future Land Use Classification	Date Annexed	Date Previously Reviewed by PC
25705-07-27	151 Clemson Road	Regional Activity Corridor (AC-3)	6/2/20	1/6/20
13805-05-18	220 Deerwood Street	Urban Core Residential Small Lot (UCR-1)	6/2/20	1/6/20
25705-07-25	171 Clemson Road	Regional Activity Center (AC-3)	6/2/20	1/6/20

TMS#	Property Address	Future Land Use Classification	Date Annexed	Date Previously Reviewed by PC
16407-04-04	6728 Wingard Street	Urban Edge Residential Large Lot (UER-2)	6/2/20	3/2/20
09212-01-01(p) & 09212-02-12(p)	2.57 acres S/W Rugby Road (p) and 4802 Brickyard Road (p)	Urban Edge Residential Large Lot (UER-2) <i>(to amend future land use)</i>	N/A	3/2/20
09212-01-01(p), 09212-02-01, 09212-02-12(p), 09305-04-18, 09305-04-19, 09309-15-08, 09309-15-11	2.74 acres S/W Rugby Road (p), 0.31 acres E/S Rugby Road, 4802 Brickyard Road (p), 320 Club Road, 0.38 acres W/S Rugby Road, 4848 Rugby Road, and 4860 Rugby Road	Urban Edge Residential Large Lot (UER-2) <i>(to assign future land use)</i>	6/2/20	3/2/20
07301-02-01(p)	940 Gracern Road (p)	Employment Campus (EC) <i>A portion of this property was annexed 6/2/20, however a remaining portion is scheduled for annexation and assignment of land use and zoning at the November Zoning & Planning Matters Public Hearing.</i>	6/2/20	5/4/20
07308-01-07	215 Bush River Road	Urban Core Regional Activity Center (UCAC-3)	6/2/20	5/4/20
19100-04-15, 19100-04-25, 19100-04-28, 19100-04-29, 19100-04-30, 19100-04-31, 19100-04-19, 19100-04-22	14.4 acres N/S Garners Ferry Road, 17.91 acres N/S Garners Ferry Road, 11.08 acres W/S Benson Road (Parcel F), 17.2 acres W/S Benson Road, 4.96 acres E/S Benson Road, 44.55 acres N/S Garners Ferry Road, and 45.15 acres N/S Garners Ferry Road	Community Activity Corridor (AC-2), Urban Edge Residential (UER-1), and Transitional/Sensitive Lands (T/S), as shown on the accompanying map.	6/2/20	5/4/20
07502-01-03	2125 Apple Valley Road	Urban Edge Residential Large Lot (UER-2)	10/6/20	6/1/20
06205-02-11	4521 Broad River Road	Community Activity Corridor (AC-2)	8/4/20	6/1/20
16200-04-12	120 Metal Park Drive	Industrial (IND)	8/4/20	6/1/20
25705-11-09	810 Sparkleberry Lane	Regional Activity Corridor (AC-3)	8/4/20	6/1/20
28907-01-09	156 Island View Circle	Urban Edge Residential Large Lot (UER-2)	8/4/20	6/1/20
31700-01-06	1.70 acres County Line Trail	Urban Edge Residential Large Lot (UER-2)	8/4/20	6/1/20
28900-01-18	18.02 acres County Line Trail (p)	Urban Edge Residential Small Lot (UER-1)	8/4/20	6/1/20
28900-01-35	20.74 acres County Line Trail	Urban Edge Residential Small Lot (UER-1)	8/4/20	6/1/20
07306-02-36	906 Brantley Street	Urban Edge Mixed Residential (UEMR)	10/6/20	7/13/20
28900-01-19(p)	166 Riding Grove Road (p)	Urban Edge Residential Small Lot (UER-1)	10/6/20	7/13/20

STAFF RECOMMENDATION

Staff recommends that City Council adopt an ordinance to amend the Future Land Use Map of *Columbia Compass: Envision 2036* to reflect the above map amendments.



Future Land Use Map

151 Clemson Road, TMS# 25705-07-27 16.b
Proposed FLU: Regional Activity Corridor (AC-3)

Department of Planning & Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential - 1
-  UCMR-2 - Urban Core Mixed Residential - 2
-  UCMR-3 - Urban Core Mixed Residential - 3
-  UEMR - Urban Edge Mixed Residential
-  UCMF - Urban Core Multi-family
-  UEMF - Urban Edge Multi-family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SIA - Sports/Amusement
-  CII - Civic/Institutional
-  CBA - Central Business Area
-  ZOO - Riverbanks Zoo & Garden
-  UIC - Universities/Colleges
-  FJ - Fort Jackson
-  TIS - Transitional/Sensitive Lands



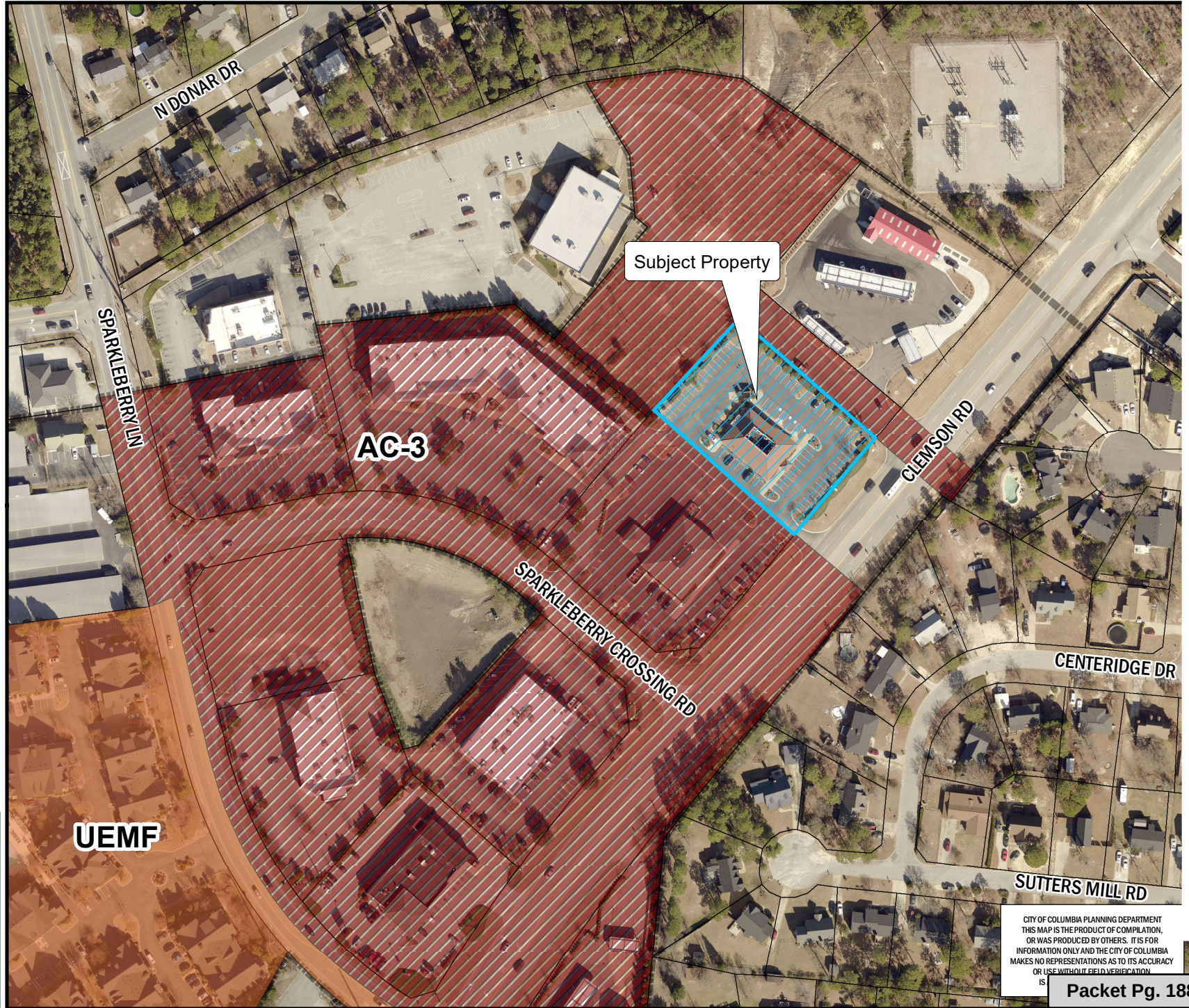
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 8/13/2020



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: LUMA-2020-002 ColaCompass FLU amendments ZPH Case Summary (6311 : Comprehensive





N

	UCMR-1 - Urban Core Mixed Residential - 1		UCR-2 - Urban Core Residential Large Lot		UEAC-2 - Urban Edge Regional Activity Center		S/A - Sports/Amusement
	UCMR-2 - Urban Core Mixed Residential - 2		UER-1 - Urban Edge Residential Small Lot		AC-1 - Neighborhood Activity Corridor		C/I - Civic/Institutional
	UCMR-3 - Urban Core Mixed Residential - 3		UER-2 - Urban Edge Residential Large Lot		AC-2 - Community Activity Corridor		CBA - Central Business Area
	UEMR - Urban Edge Mixed Residential		UCAC-1 - Urban Core Neighborhood Activity Center		AC-3 - Regional Activity Corridor		ZOO - Riverbanks Zoo & Garden
	UCMF - Urban Core Multi-family		UCAC-2 - Urban Core Community Activity Center		EC - Employment Campus		UC - Universities/Colleges
	UEMF - Urban Edge Multi-family		UCAC-3 - Urban Core Regional Activity Center		IND - Industrial		FJ - Fort Jackson
	UCR-1 - Urban Core Residential Small Lot		UEAC-1 - Urban Edge Community Activity Center		TU - Transportation & Utilities		T/S - Transitional/Sensitive Lands

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Future Land Use Map

171 Clemson Road, TMS# 25705-07-25 16.b
Proposed FLU: Regional Activity Corridor (AC-3)

Department of Planning & Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential - 1
-  UCMR-2 - Urban Core Mixed Residential - 2
-  UCMR-3 - Urban Core Mixed Residential - 3
-  UEMR - Urban Edge Mixed Residential
-  UCMF - Urban Core Multi-family
-  UEMF - Urban Edge Multi-family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SIA - Sports/Amusement
-  CII - Civic/Institutional
-  CBA - Central Business Area
-  ZOO - Riverbanks Zoo & Garden
-  UIC - Universities/Colleges
-  FJ - Fort Jackson
-  TIS - Transitional/Sensitive Lands



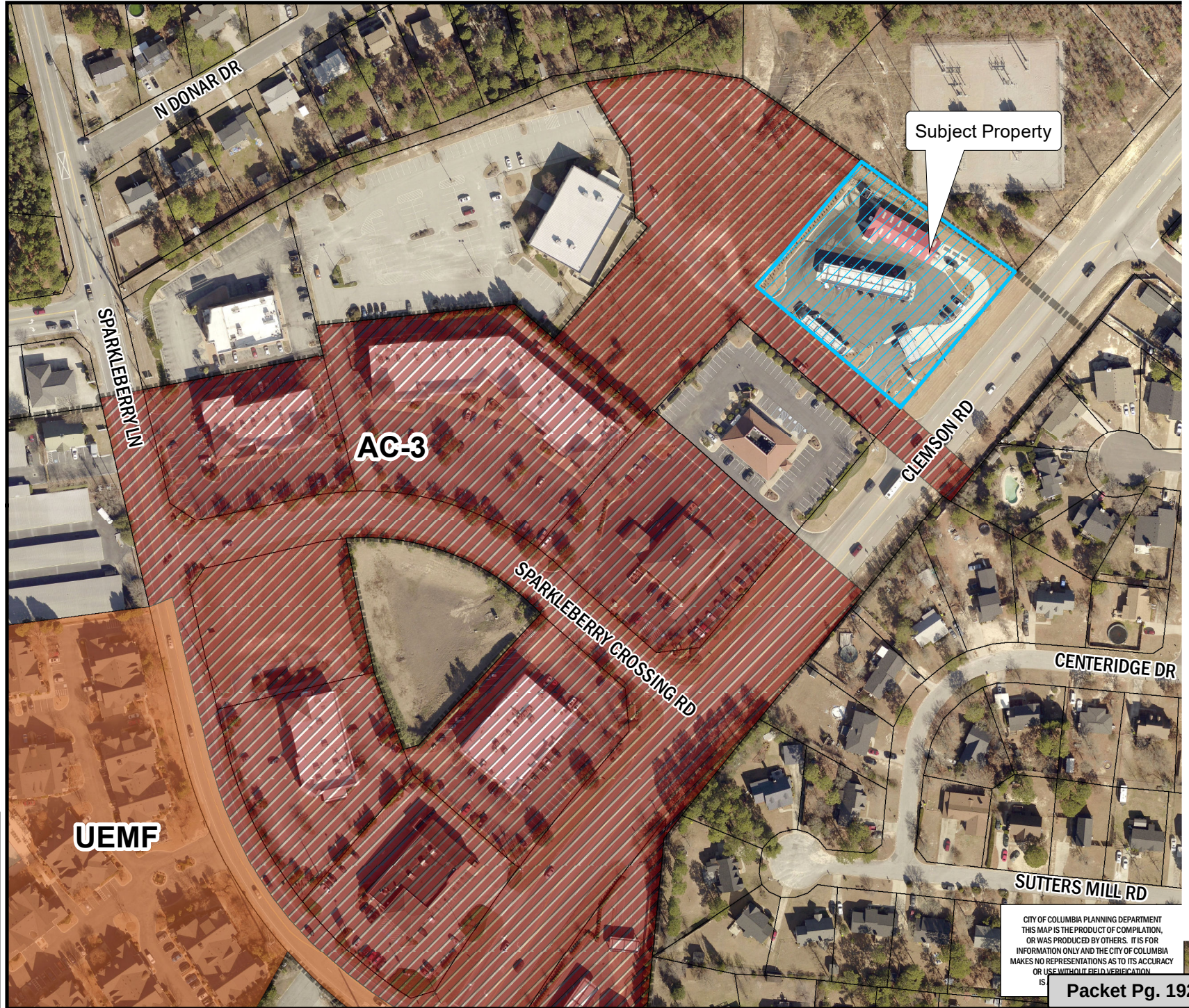
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 8/13/2020



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: LUMA-2020-002 ColaCompass FLU amendments ZPH Case Summary (6311 : Comprehensive



This is an aerial map of a residential neighborhood in Nashville, Tennessee. The map displays numerous property lots, each labeled with a blue address number. A specific lot, 6728, is highlighted with a thick orange border. The map includes major roads like I-75 and I-77, and local streets such as Pennington Rd and Braiden Manor Rd. An inset map in the top right corner shows the location of the area within the city of Nashville.



	UCMR-1 - Urban Core Mixed Residential - 1		UCR-2 - Urban Core Residential Large Lot		UEAC-2 - Urban Edge Regional Activity Center		S/A - Sports/Amusement
	UCMR-2 - Urban Core Mixed Residential - 2		UER-1 - Urban Edge Residential Small Lot		AC-1 - Neighborhood Activity Corridor		C/I - Civic/Institutional
	UCMR-3 - Urban Core Mixed Residential - 3		UER-2 - Urban Edge Residential Large Lot		AC-2 - Community Activity Corridor		CBA - Central Business Area
	UEMR - Urban Edge Mixed Residential		UCAC-1 - Urban Core Neighborhood Activity Center		AC-3 - Regional Activity Corridor		ZOO - Riverbanks Zoo & Garden
	UCMF - Urban Core Multi-family		UCAC-2 - Urban Core Community Activity Center		EC - Employment Campus		U/C - Universities/Colleges
	UEMF - Urban Edge Multi-family		UCR-3 - Urban Core Regional Activity Center		IND - Industrial		FJ - Fort Jackson
	UCR-1 - Urban Core Residential Small Lot		UEAC-1 - Urban Edge Community Activity Center		TU - Transportation & Utilities		T/S - Transitional/Sensitive Lands

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Land Use Map

2.57 acres S/W Rugby Road(p) and 4802 Brickyard Road(p),
TMS# 09212-01-01(p) & 09212-02-12(p)
Existing FLU: UER-1, Proposed FLU: UER-2

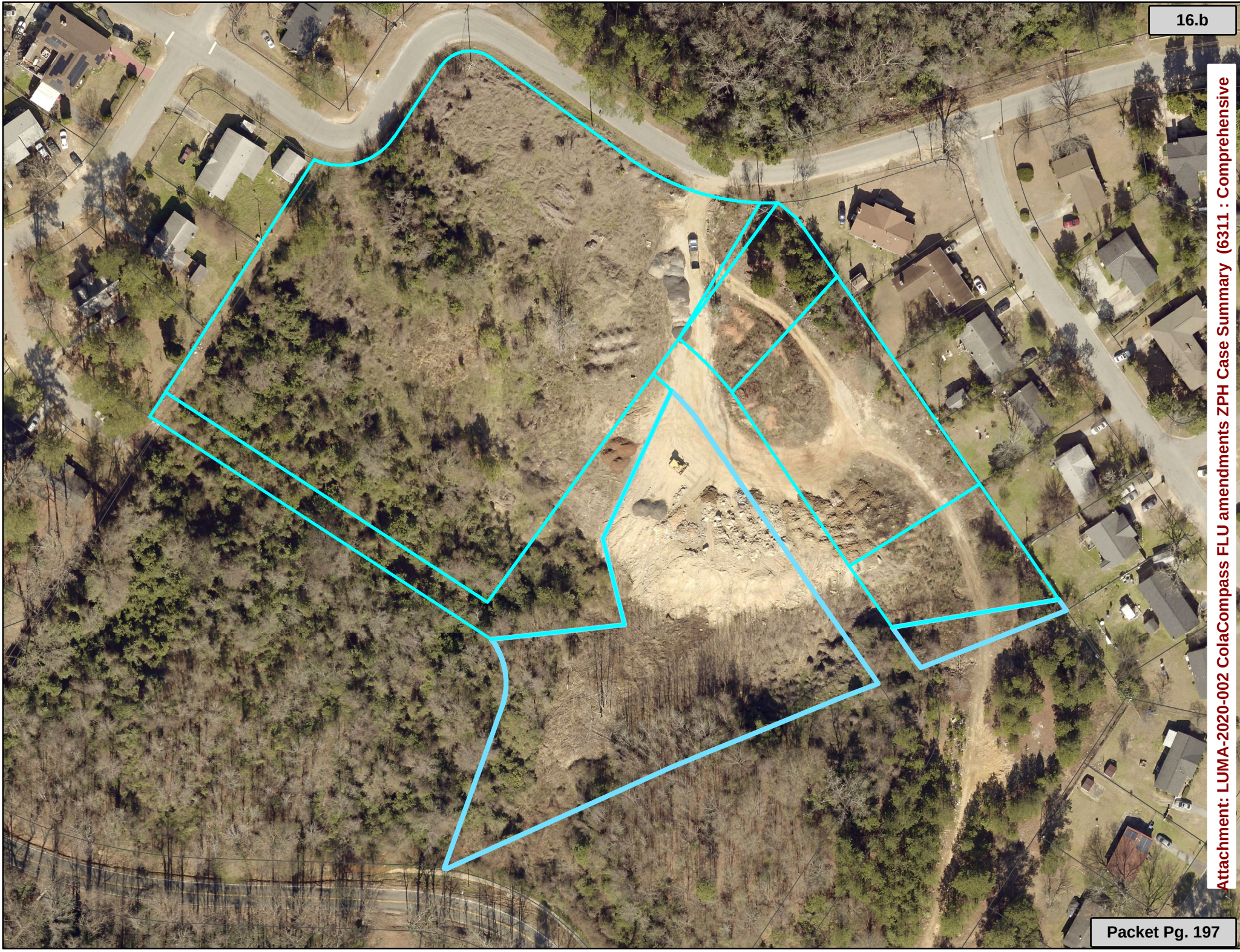


Prepared by: Shane Shaughnessy
August 12, 2020

UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

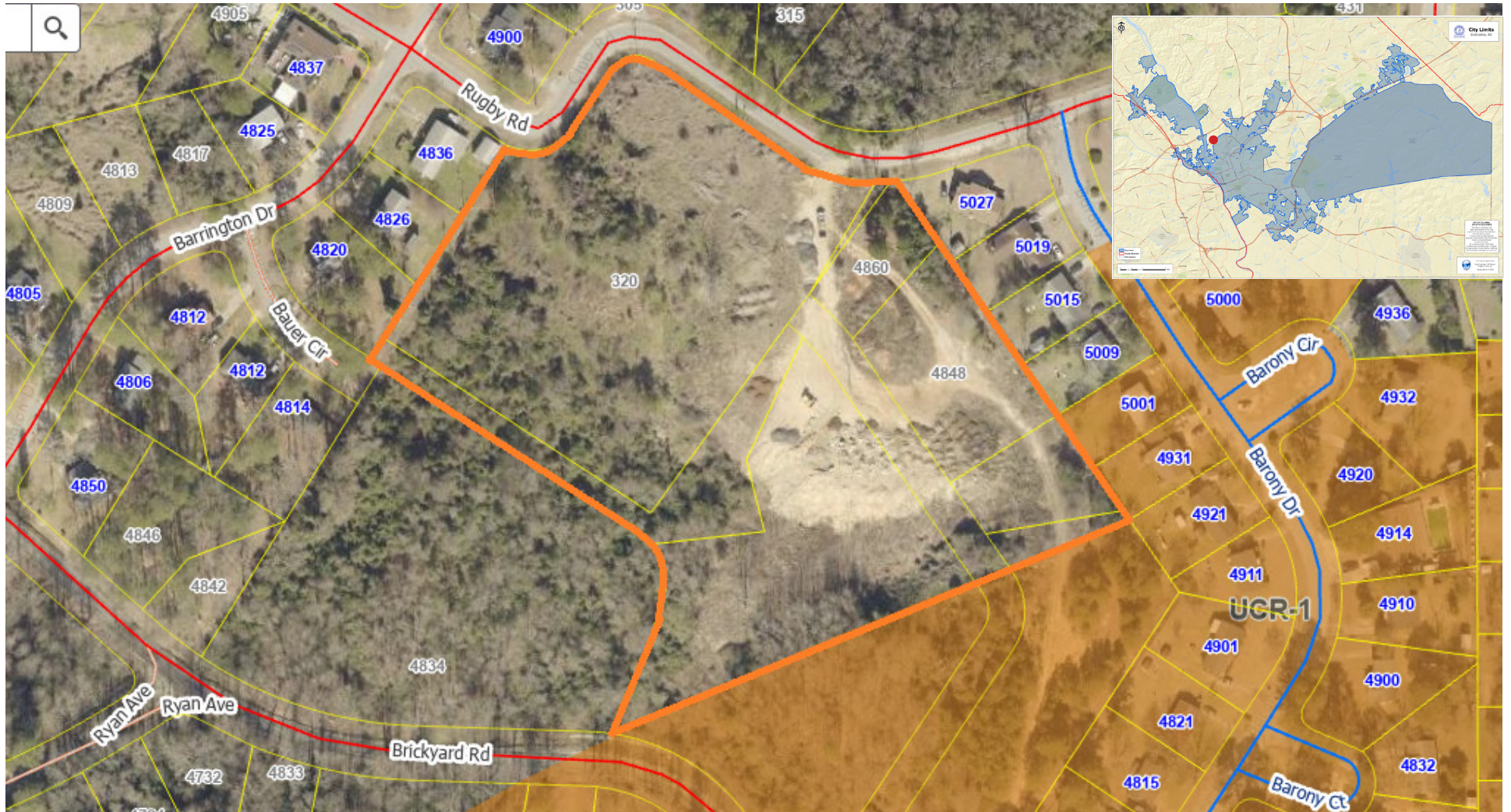
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Land Use Map

2.74 acres S/W Rugby Rd.(p); 0.31 acres E/S Rugby Rd., 4802 Brickyard Rd.(p), 520 Club Rd., 0.38 acres W/S Rugby Rd., 4848 Rugby Rd., and 4860 Rugby Rd., TMS# 09212-01-01(p), 09212-02-01, 09212-02-12(p), 09305-04-18, 09305-04-19, 09309-15-08, 09309-15-11; Proposed FLU: UER-2



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August 12, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

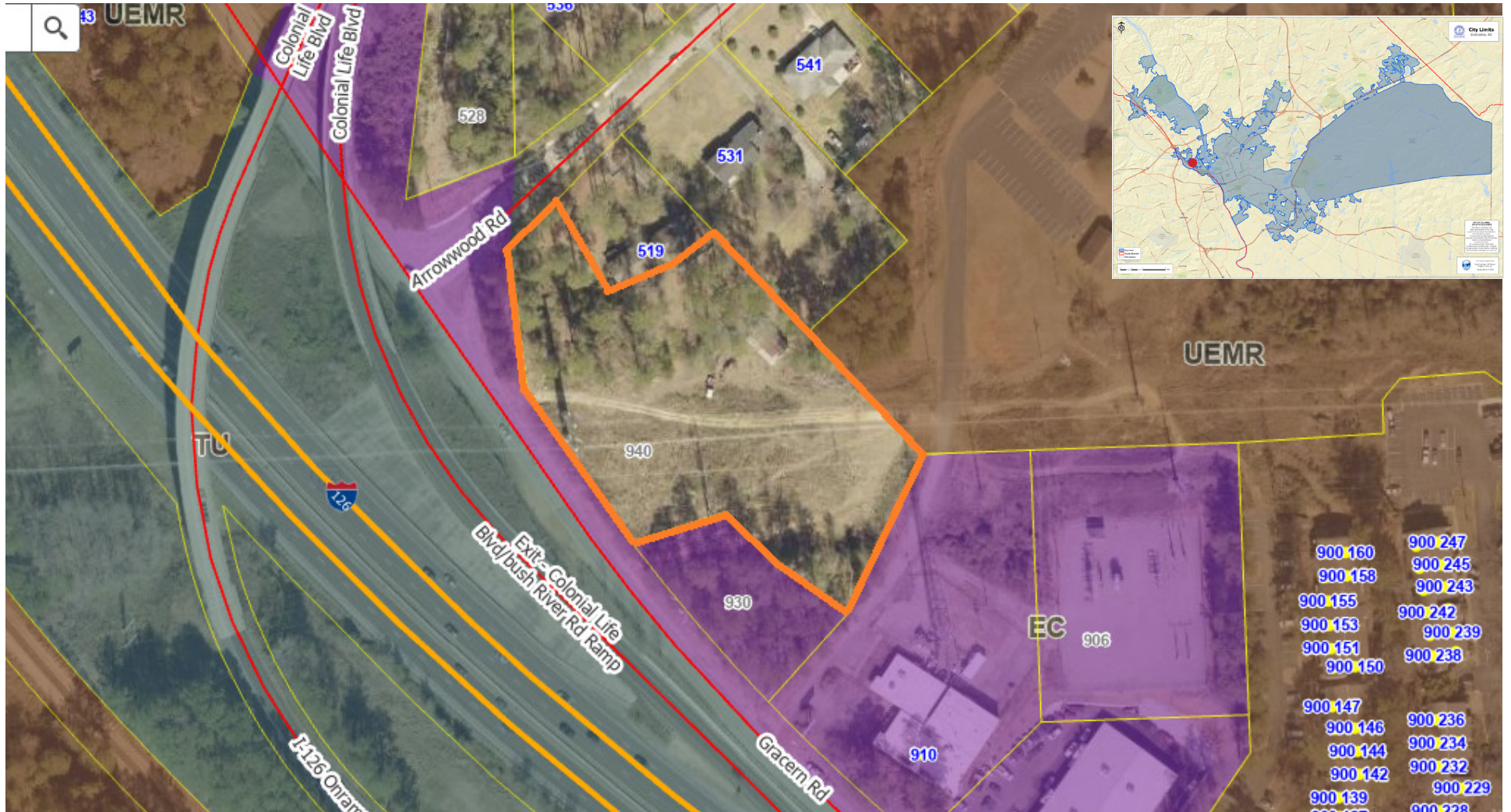
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Land Use Map

940 Gracern Road, TMS# 07301-02-01
Proposed FLU: EC



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August 12, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
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UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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Land Use Map

215 Bush River Road, TMS# 07308-01-07
Proposed FLU: UCAC-3



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Prepared by: Shane Shaughnessy
August 12, 2020

UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	UC - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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Future Land Use Map

Department of Planning & Development Services

+/- 166.33 acres Garners Ferry Road, TMS# 19100-04-15, 19100-04-25, 19100-04-28, 19100-04-30, 19100-04-31, 19100-04-19 and 19100-04-22;
Proposed FLU: AC-2, UER-1, and T/S

16.b

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential - 1
-  UCMR-2 - Urban Core Mixed Residential - 2
-  UCMR-3 - Urban Core Mixed Residential - 3
-  UEMR - Urban Edge Mixed Residential
-  UCMF - Urban Core Multi-family
-  UEMF - Urban Edge Multi-family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SIA - Sports/Amusement
-  CII - Civic/Institutional
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-  ZOO - Riverbanks Zoo & Garden
-  UIC - Universities/Colleges
-  FJ - Fort Jackson
-  T/S - Transitional/Sensitive Lands



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ORIGINAL PREPARATION/DATE:

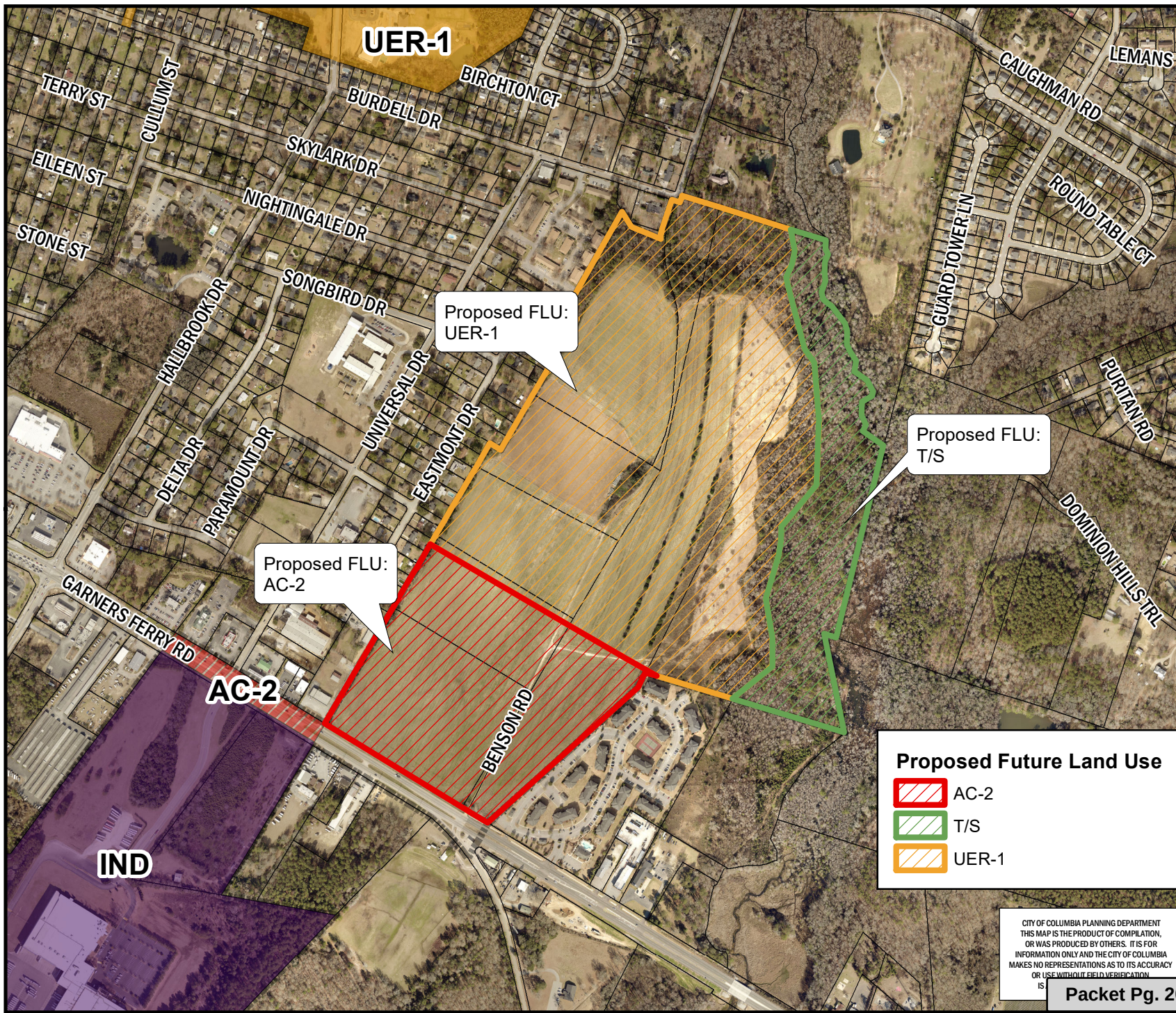
This map was prepared by:

Shane Shaughnessy

Date: 8/13/2020



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Proposed Future Land Use

-  AC-2
-  T/S
-  UER-1

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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: LUMA-2020-002 ColaCompass FLU amendments ZPH Case Summary (6311 : Comprehensive



2125 Apple Valley Road, TMS# 07502-01-03
Proposed FLU: UER-2



Prepared by: Shane Shaughnessy
August 12, 2020

	UCMR-1 - Urban Core Mixed Residential - 1		UCR-2 - Urban Core Residential Large Lot		UEAC-2 - Urban Edge Regional Activity Center		S/A - Sports/Amusement
	UCMR-2 - Urban Core Mixed Residential - 2		UER-1 - Urban Edge Residential Small Lot		AC-1 - Neighborhood Activity Corridor		C/I - Civic/Institutional
	UCMR-3 - Urban Core Mixed Residential - 3		UER-2 - Urban Edge Residential Large Lot		AC-2 - Community Activity Corridor		CBA - Central Business Area
	UEMR - Urban Edge Mixed Residential		UCAC-1 - Urban Core Neighborhood Activity Center		AC-3 - Regional Activity Corridor		ZOO - Riverbanks Zoo & Garden
	UCMF - Urban Core Multi-family		UCAC-2 - Urban Core Community Activity Center		EC - Employment Campus		U/C - Universities/Colleges
	UEMF - Urban Edge Multi-family		UCR-3 - Urban Core Regional Activity Center		IND - Industrial		FJ - Fort Jackson
	UCR-1 - Urban Core Residential Small Lot		UEAC-1 - Urban Edge Community Activity Center		TU - Transportation & Utilities		T/S - Transitional/Sensitive Lands

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4521 Broad River Road, TMS# 06205-02-11
Proposed FLU: AC-2

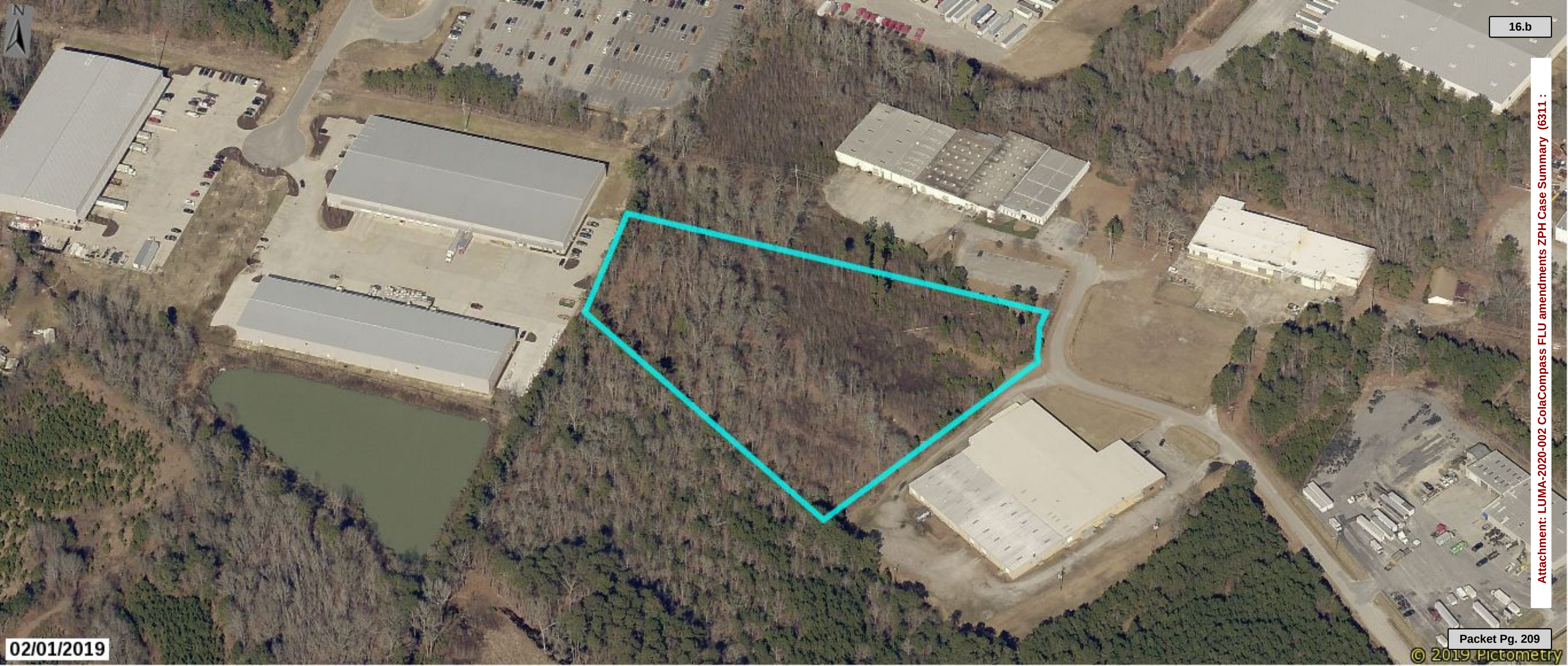


Prepared by: Shane Shaughnessy
August 12, 2020

	UCMR-1 - Urban Core Mixed Residential - 1		UCR-2 - Urban Core Residential Large Lot		UEAC-2 - Urban Edge Regional Activity Center		S/A - Sports/Amusement
	UCMR-2 - Urban Core Mixed Residential - 2		UER-1 - Urban Edge Residential Small Lot		AC-1 - Neighborhood Activity Corridor		C/I - Civic/Institutional
	UCMR-3 - Urban Core Mixed Residential - 3		UER-2 - Urban Edge Residential Large Lot		AC-2 - Community Activity Corridor		CBA - Central Business Area
	UEMR - Urban Edge Mixed Residential		UCAC-1 - Urban Core Neighborhood Activity Center		AC-3 - Regional Activity Corridor		ZOO - Riverbanks Zoo & Garden
	UCMF - Urban Core Multi-family		UCAC-2 - Urban Core Community Activity Center		EC - Employment Campus		U/C - Universities/Colleges
	UEMF - Urban Edge Multi-family		UCR-3 - Urban Core Regional Activity Center		IND - Industrial		FJ - Fort Jackson
	UCR-1 - Urban Core Residential Small Lot		UEAC-1 - Urban Edge Community Activity Center		TU - Transportation & Utilities		T/S - Transitional/Sensitive Lands

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Land Use Map

120 Metal Park Drive, TMS# 16200-04-12
Proposed FLU: IND



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Prepared by: Shane Shaughnessy
August 12, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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Future Land Use Map

810 Sparkleberry Lane, TMS# 25705-1 **16.b**
Proposed FLU: Regional Activity Corridor (AC-3)

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential - 1
-  UCMR-2 - Urban Core Mixed Residential - 2
-  UCMR-3 - Urban Core Mixed Residential - 3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-family
-  UEMF - Urban Edge Multi-family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SIA - Sports/Amusement
-  CII - Civic/Institutional
-  CBA - Central Business Area
-  ZOO - Riverbanks Zoo & Garden
-  UIC - Universities/Colleges
-  FJ - Fort Jackson
-  TIS - Transitional/Sensitive Lands



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ORIGINAL PREPARATION/DATE:

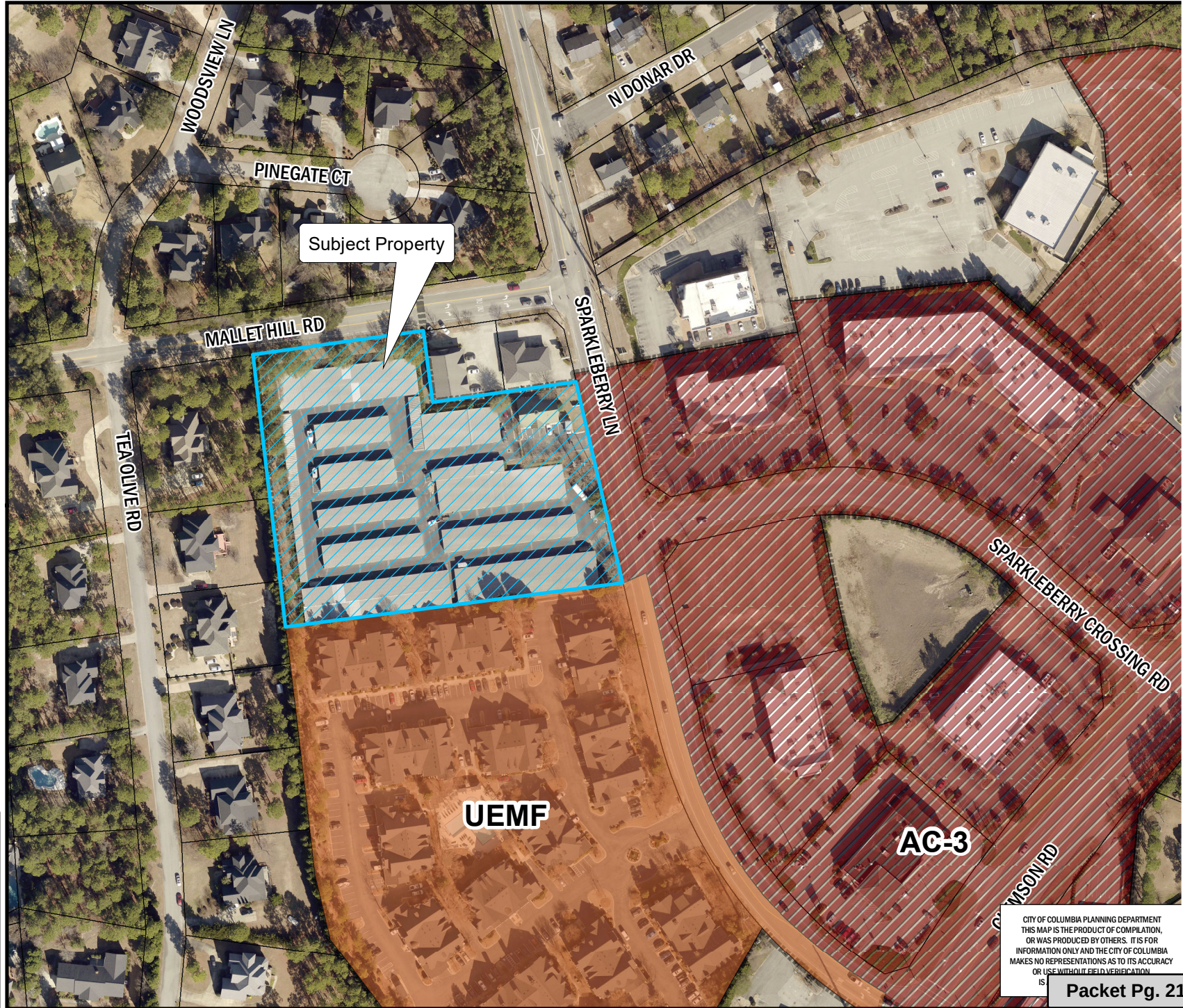
This map was prepared by:

Shane Shaughnessy

Date: 8/13/2020



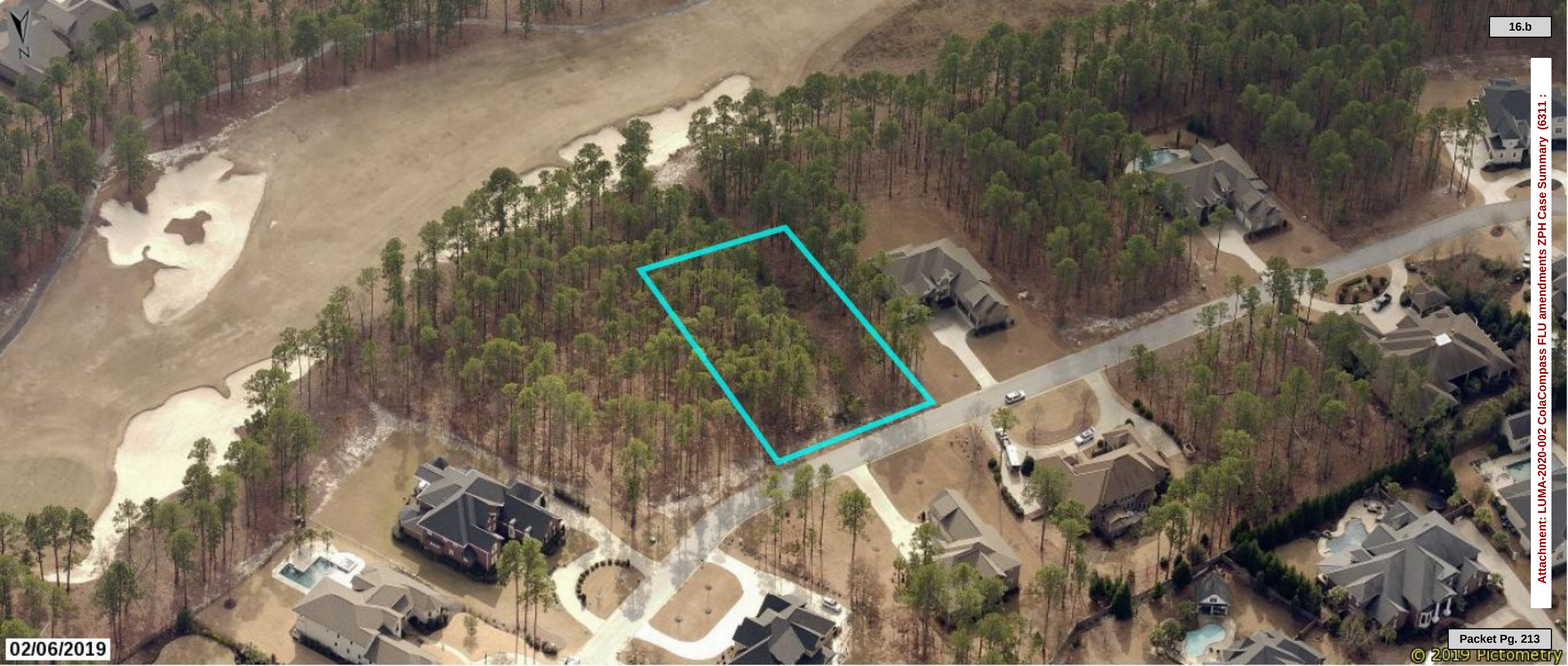
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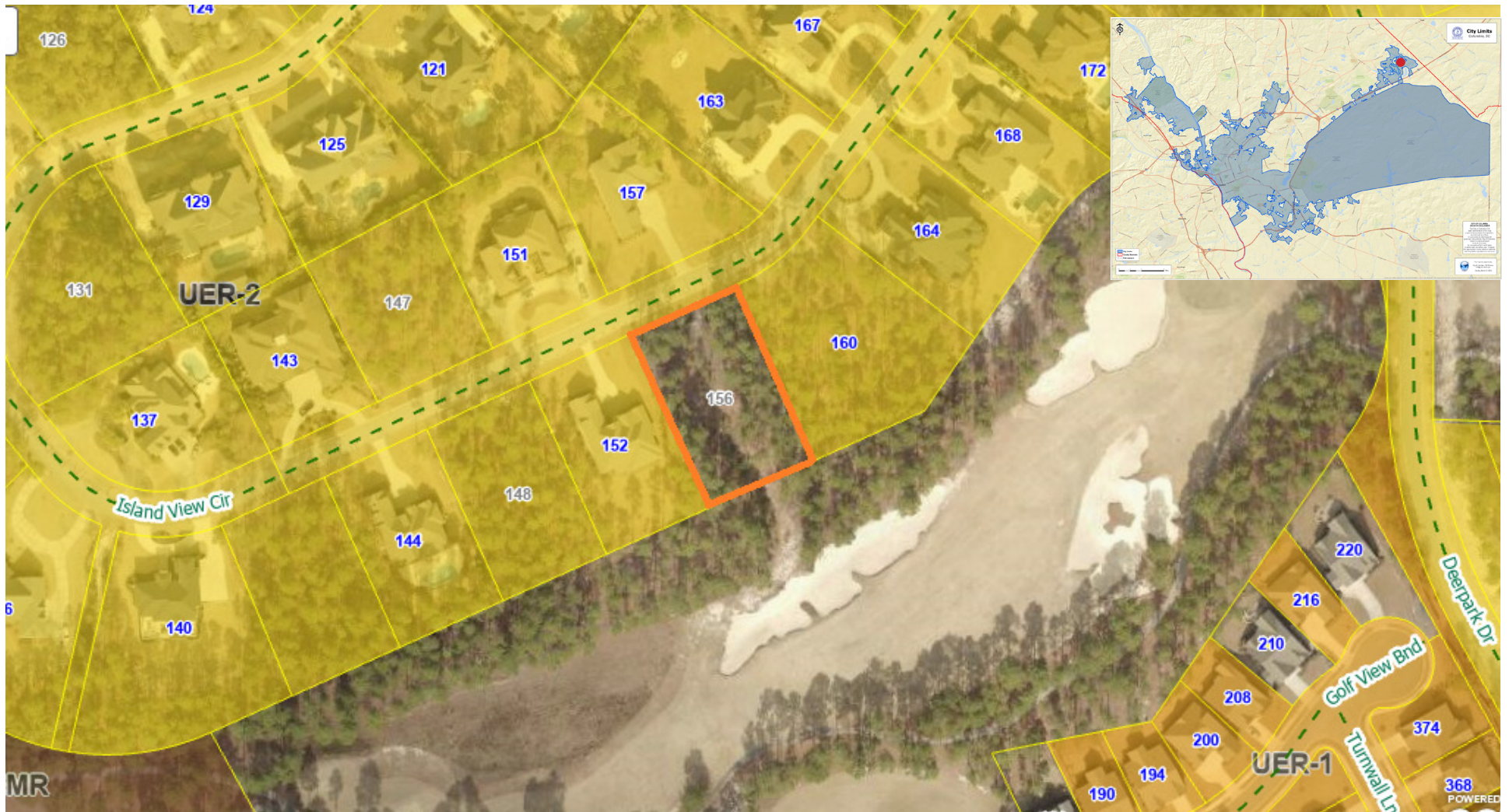
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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



Land Use Map

156 Island View Circle, TMS# 28907-01-09
Proposed FLU: UER-2



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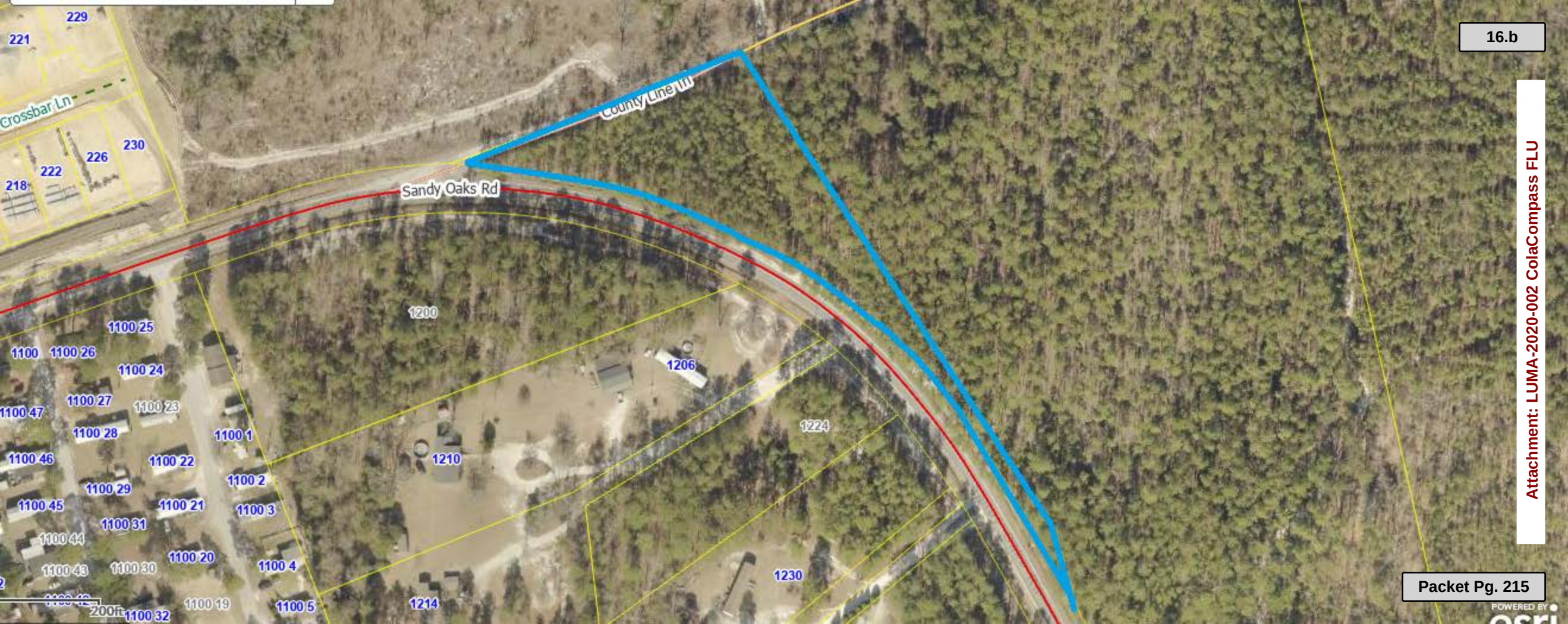
Prepared by: Shane Shaughnessy
August 12, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	UC - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

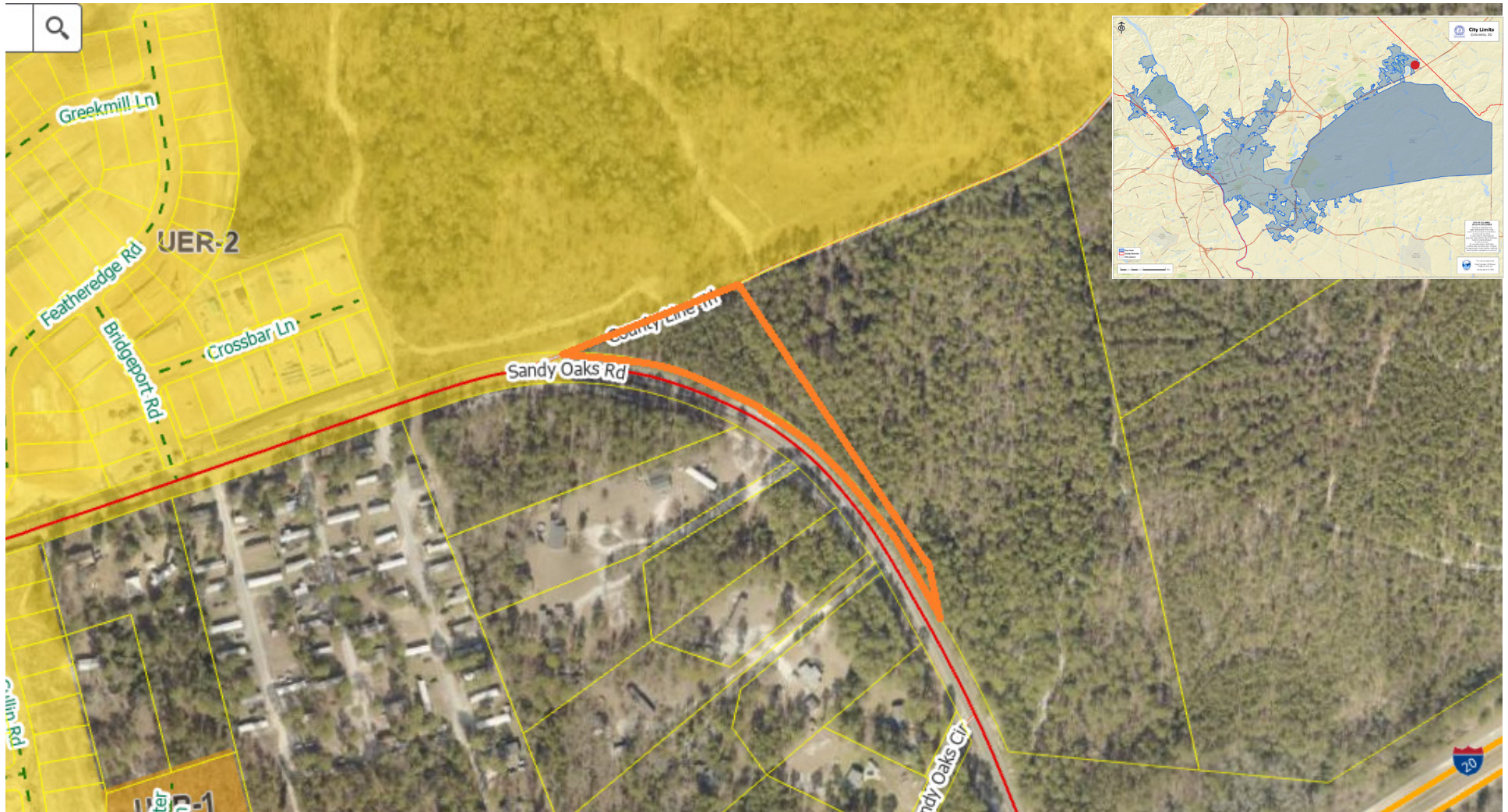
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Land Use Map

1.70 acres County Line Trail, TMS# 31700-01-06
Proposed FLU: UER-2



Prepared by: Shane Shaughnessy
August 12, 2020

UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
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DISCLAIMER:

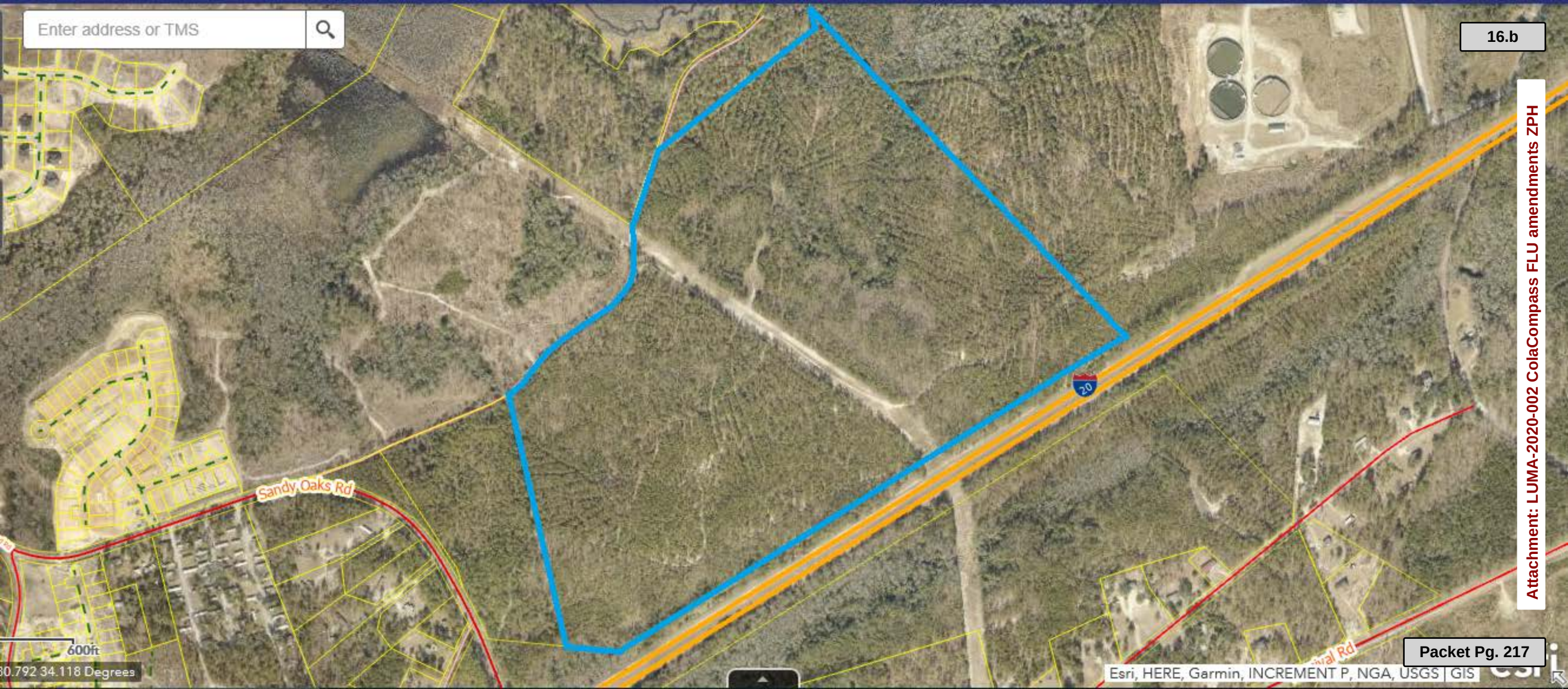
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Enter address or TMS



16.b

Attachment: LUMA-2020-002 ColaCompass FLU amendments ZPH



600ft
30.792 34.118 Degrees

Packet Pg. 217

Land Use Map

18.02 acres County Line Trail(p), TMS# 28900-01-18(p)
Proposed FLU: UER-1



We Are Columbia

Prepared by: Shane Shaughnessy
August 12, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
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UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

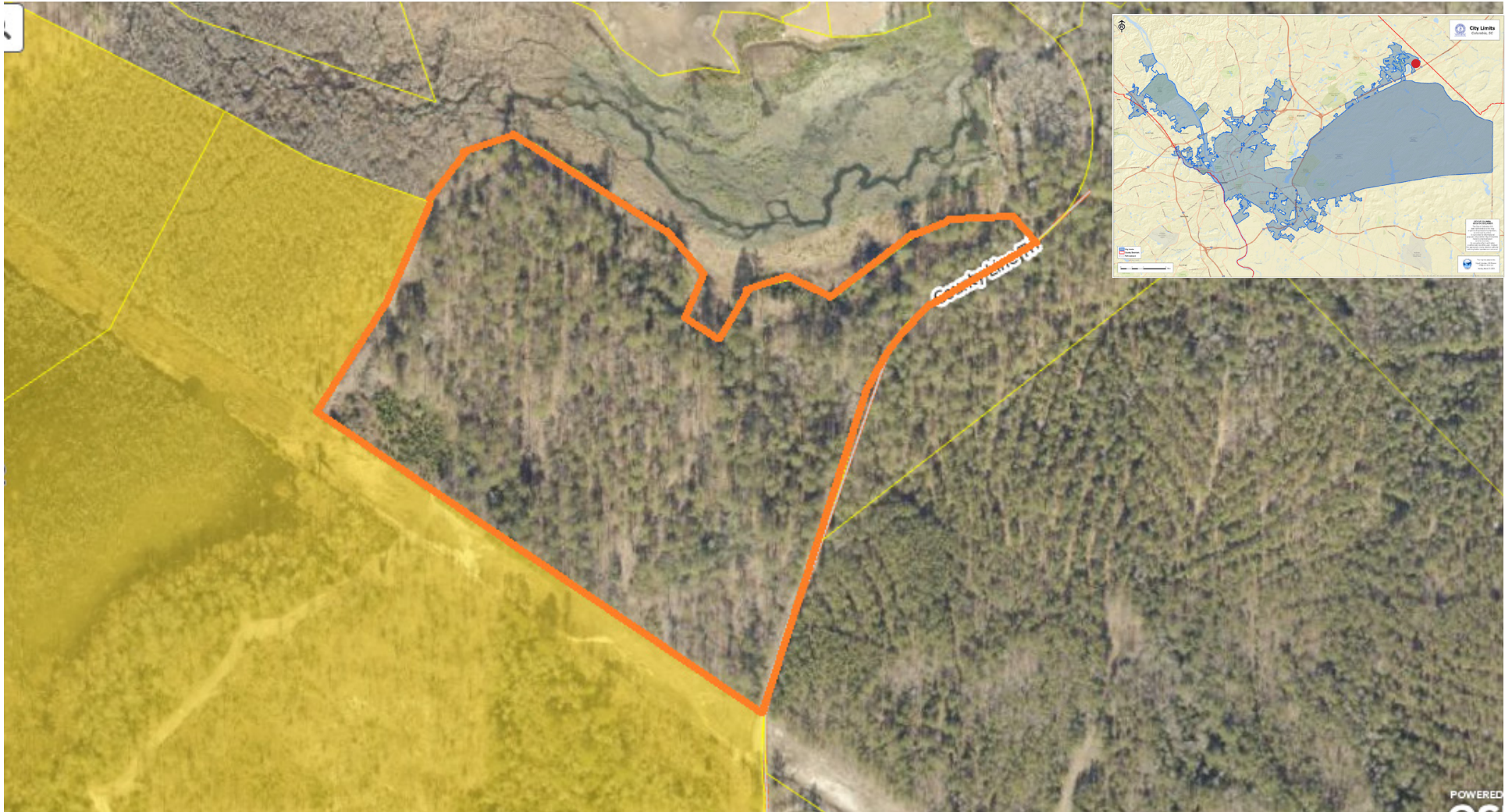
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Land Use Map

20.74 acres County Line Trail, TMS# 28900-01-35
Proposed FLU: UER-1



We Are Columbia

Prepared by: Shane Shaughnessy
August 12, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
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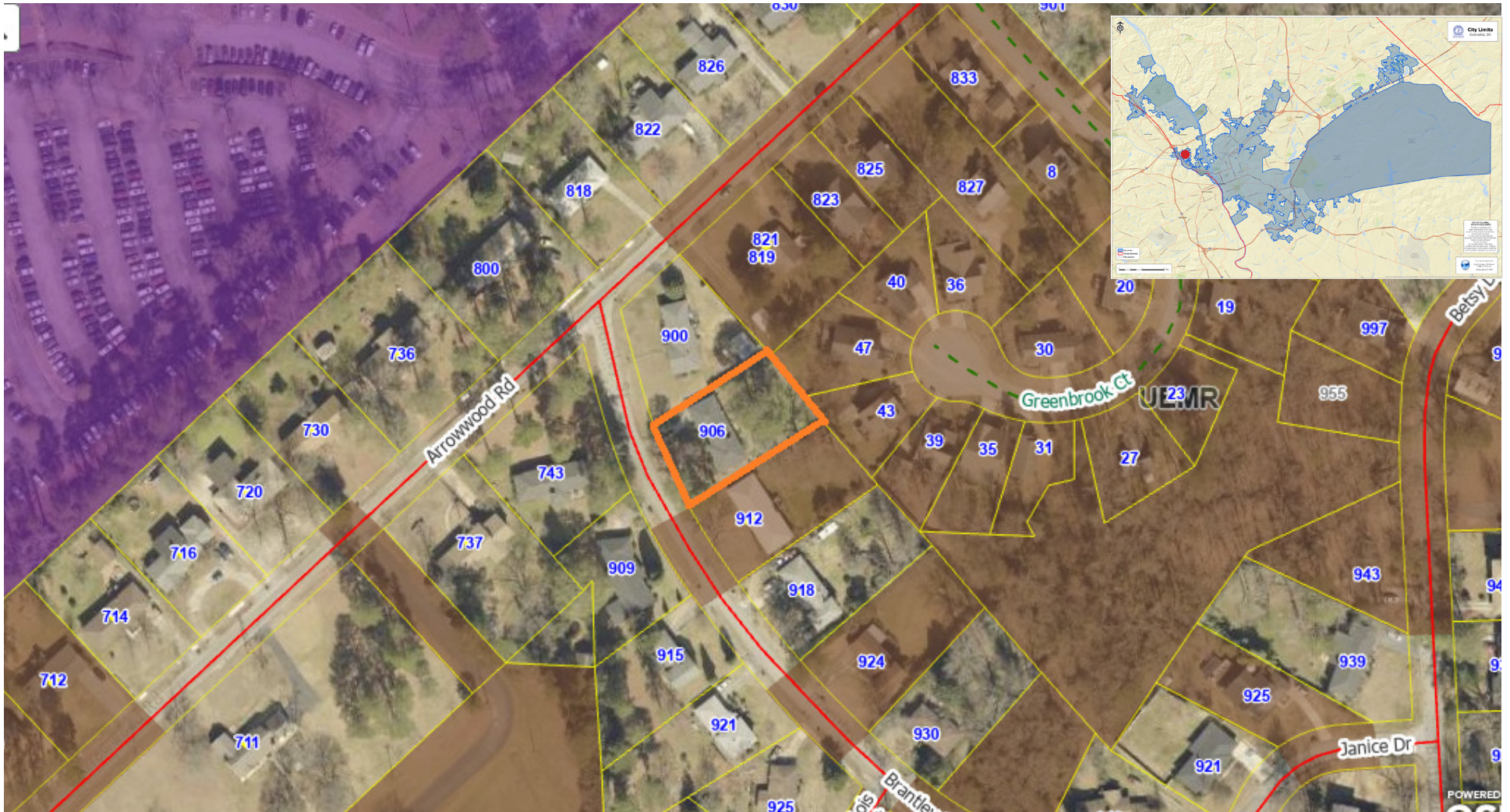
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Land Use Map

906 Brantley Street, TMS# 07306-02-36
Proposed FLU: UEMR



We Are Columbia

Prepared by: Shane Shaughnessy
August 12, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
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02/07/2019

16.b

Attachment: LUMA-2020-002 ColaCompass FLU amendments ZPH Case Summary (6311 :

Packet Pg. 223

© All Pictometry

Land Use Map

166 Riding Grove Road (p), TMS# 28900-01-19(p)
Proposed FLU: UER-1



We Are Columbia

Prepared by: Shane Shaughnessy
August 12, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
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ORDINANCE NO.: 2020-099

*Amending the effective date of Ordinance No.: 2020-022 repealing and replacing
Chapter 17, Planning, Land Development and Zoning of the
1998 Code of Ordinances of the City of Columbia, South Carolina*

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2020 that Ordinance No.: 2020-022 amending Ordinance No.: 2019-13 repealing and replacing in its entirety the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning with Chapter 17, Unified Development Ordinance as reflected in "Zoning Ordinance and Land Development Regulations Rewrite, Public Hearing Draft, March 19, 2019" effective as of May 1, 2020 to read "Zoning Ordinance and Land Development Regulations Rewrite dated March 17, 2020" is hereby amended to read "The Unified Development Ordinance of the City of Columbia, South Carolina as adopted August 20, 2019", a copy of which is attached hereto and incorporated herein by reference and available for inspection by contacting the City Clerk, City Hall, 3rd Floor, 1737 Main Street, Columbia, South Carolina, 29201; (803) 545-3045; cityclerk@columbiasc.net, or the Zoning Division, 1136 Washington Street, Columbia, South Carolina, 29201; (803) 545-3333, or viewed online at <http://www.weplantogether.org>.

This ordinance shall be effective as of **March 31, 2021**.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:



CITY COUNCIL

November 17, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

UNIFIED DEVELOPMENT ORDINANCE Revise Effective Date of Ordinance

Proposal: Revising the effective date of Ordinance to March 31, 2021.

Pertinent Sections: Chapter 17 of the Columbia Code of Ordinances

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 10/05/20; Approval (8-0)

ZPH, 1st Reading: 11/17/2020; Pending

2nd Reading: 12/01/2020; Pending

DETAIL

The Unified Development Ordinance was adopted by City Council on August 20, 2019. An effective date of May 1, 2020 was set at that time to provide time for staff to redraw the zoning maps and update documents and files to correspond with the new Ordinance. A revised date of November 1, 2020 was then approved by Council in June of 2020. Due to delays resulting from COVID-19, Staff is now proposing a revised effective date of March 31, 2021 to provide adequate time to complete the zoning maps, to hold virtual public meetings for citizen input, and to update permitting software and documents.

A copy of the adopted code in its entirety and draft map can be found at www.weplantogether.org.

STAFF RECOMMENDATION

Staff recommends City Council approve the request.

ORDINANCE NO. 2020-095

AN ORDINANCE PROVIDING FOR AN INSTALLMENT PLAN OF FINANCE FOR CERTAIN DOWNTOWN CITY PROJECTS; APPROVING COLUMBIA FACILITIES CORPORATION AND ITS ACTIVITIES, INCLUDING THE ISSUANCE BY THE CORPORATION OF NOT EXCEEDING \$57,250,000 PRINCIPAL AMOUNT OF ITS INSTALLMENT PURCHASE REVENUE BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE; AUTHORIZING THE EXECUTION AND DELIVERY OF A BASE LEASE AND CONVEYANCE AGREEMENT AND AN INSTALLMENT PURCHASE AND USE AGREEMENT EACH BETWEEN THE CITY OF COLUMBIA, SOUTH CAROLINA AND THE CORPORATION; APPROVING THE FORM AND TERMS OF A TRUST AGREEMENT BETWEEN THE CORPORATION AND A CORPORATE TRUSTEE NAMED THEREIN, IN CONNECTION WITH SUCH BONDS; APPROVING THE FORM OF A PRELIMINARY OFFICIAL STATEMENT AND OTHER DOCUMENTS WITH RESPECT TO THE MARKETING AND SALE OF SUCH BONDS; DELEGATING AUTHORITY TO THE MAYOR, THE CITY MANAGER AND THE ASSISTANT CITY MANAGER FOR FINANCE AND ECONOMIC SERVICES, OR ANY TWO OF THEM ACTING TOGETHER, TO APPROVE AND DETERMINE CERTAIN MATTERS; AND OTHER MATTERS RELATING THERETO.

Enacted _____, 2020

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

Section 1. 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 Facilities” shall have the meaning ascribed in the Installment Purchase and Use Agreement; provided that such defined term may be updated or modified to reflect the calendar year in which the New Bonds (or any portion thereof) are issued.

“2020 Projects” means the acquisition, improvement, construction, renovation and equipping of certain public facilities, all as described on Exhibit A hereof, as the same may be amended from time to time; provided that such defined term may be updated or modified to reflect the calendar year in which the New Bonds (or any portion thereof) are issued.

“2020 Real Property” means the respective parcels of real property upon which certain improvements (including the Conveyed Improvements and the 2020 Projects), fixtures and personal property are located and comprising a portion of the 2020 Facilities, situated in the City and described in Exhibit A to the Base Lease and Conveyance Agreement, as the same may be amended from time to time; provided that such defined term may be updated or modified to reflect the calendar year in which the New Bonds (or any portion thereof) are issued.

“Ancillary Projects” shall have the meaning ascribed in the Installment Purchase and Use Agreement, and as described on Exhibit A hereof.

“Assignment Agreement” means the Assignment Agreement from the Corporation to the Trustee and one or more supplements thereto, each dated as of a date as may be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, as amended or supplemented from time to time.

“Authorized Officer” shall have the meaning set forth in Section 4 hereof.

“Base Lease and Conveyance Agreement” means the Base Lease and Conveyance Agreement and one or more supplements thereto, each between the City and the Corporation dated as of a date as may be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, as amended or supplemented from time to time.

“Bond Insurance Policy” shall mean the municipal bond insurance policy or similar guarantee to be issued by the Bond Insurer, if any, to insure the scheduled payments of the New Bonds.

“Bond Insurer” means the municipal bond insurance company, if any, selected by the Corporation to insure the payment of the New Bonds.

“Bonds to be Refunded” means all or any portion of the \$4,200,000 principal amount Special Obligation Bond (Hospitality Fee Pledge), Taxable Series 2019 (Junior Lien), to be refunded with the New Bonds, as may be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together.

“City” means the City of Columbia, 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.

“Conveyed Improvements” shall have the meaning set forth in the Installment Purchase and Use Agreement.

“Corporation” means Columbia Facilities Corporation, a South Carolina nonprofit corporation, and its successors and assigns.

“Council” means the City Council of the City.

“Installment Purchase and Use Agreement” means the Installment Purchase and Use Agreement and one or more supplements thereto, each between the City and the Corporation dated as of a date as may be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, as amended or supplemented from time to time.

“New Bonds” means the not exceeding \$57,250,000 principal amount Columbia Facilities Corporation Installment Purchase Revenue Bonds, in one or more series, tax-exempt or taxable, or such other appropriate designation.

“Ordinance” means this Ordinance No. 2020-095 of the Council.

“Purchase Contract” means the Purchase Contract, if any, relating to the New Bonds between the Underwriter and the Corporation dated as of a date as may be determined by the parties thereto.

“South Carolina Code” means the Code of Laws of South Carolina 1976, as amended.

“Surety Bond” shall mean the municipal debt service reserve surety policy or similar guarantee to be issued by the Bond Insurer, if any, to satisfy the 2020 Reserve Requirement (as defined in the Trust Agreement) for the New Bonds.

“Trust Agreement” means the Trust Agreement and one or more supplements thereto, each between the Corporation and the Trustee dated as of a date as may be determined by the parties thereto pursuant to which the New Bonds will be issued, as amended or supplemented from time to time.

“Trustee” means the bank or financial institution selected by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, and its successors and assigns.

“Underwriter(s)” means such firm or other entity as designated by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together (acting upon the recommendation of the City’s financial advisor), relating to the sale of the New Bonds.

Section 2. Findings and Determinations. The Council hereby finds and determines:

(a) The City is an incorporated municipality located in Richland County and Lexington County, South Carolina, and as such possesses all powers granted to municipalities by the Constitution and laws of this State. Section 5-7-30 of 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. Further, under the case of Williams v. Town of Hilton Head, 429 S.E.2d 802 (1993), a municipality may enact regulations (ordinances) without the requirement for further specific statutory authorization so long as such regulations are not inconsistent with the Constitution and general law of the State.

(b) Section 5-7-40 of the South Carolina Code empowers all municipalities of the State to own and possess property within and without their corporate limits, real, personal or mixed, without limitation, and may, in the case of a sale, alienation, conveyance, lease or other disposition of real or mixed property, Council action must be effected by ordinance.

(c) In order to undertake the 2020 Projects, to pay a portion of the interest coming due on the New Bonds, and to provide funds to the City to refund the Bonds to be Refunded and undertake the Ancillary Projects, it is proposed that the City authorize an installment plan of finance (the "Installment Plan") for the 2020 Projects and enter into the Base Lease and Conveyance Agreement and the Installment Purchase and Use Agreement under which:

(i) the City will lease the 2020 Real Property and will convey the Conveyed Improvements to the Corporation for the Base Lease Term (as defined in the Base Lease and Conveyance Agreement);

(ii) the Corporation will agree to cause to be issued and sold the New Bonds;

(iii) the Corporation will use the proceeds of the New Bonds for one or more of the following purposes:

- (a) defraying the costs of the 2020 Projects;
- (b) paying a portion of the interest coming due on the New Bonds;
- (c) prepaying the Base Lease Rent (as defined in the Base Lease and Conveyance Agreement) which will be used by the City to refund the Bonds to be Refunded and/or defray the costs of the Ancillary Projects;
- (d) funding the 2020 Reserve Sub-Account, in an amount equal to the 2020 Reserve Requirement (as defined in the Trust Agreement), which may be satisfied through the purchase of the Reserve Surety, if any;
- (e) paying the premiums of the Bond Insurance Policy and/or the Reserve Surety, if any;
- (f) paying certain costs and expenses relating to the issuance of the New Bonds; and
- (g) for such other purposes as are provided in the Installment Purchase and Use Agreement and the Trust Agreement;

(iv) the Corporation will sell the 2020 Facilities to the City and upon payment by the City of Base Payments (as defined in the Installment Purchase and Use Agreement), title to an undivided interest in the 2020 Facilities equal to the percentage of the Purchase Price (as defined in the Installment

Purchase and Use Agreement) represented by such payment will transfer from the Corporation to the City without further action by either party; and

(v) subject to an Event of Nonappropriation (as defined in the Installment Purchase and Use Agreement), the City will pay to the Trustee as assignee of the Corporation or to the Corporation (as applicable), Base Payments and Additional Payments (as defined in the Installment Purchase and Use Agreement) (together, the “Installment Payments”) in such amounts and at such times as will be specified in the Installment Purchase and Use Agreement.

(d) Pursuant to the Trust Agreement and the Assignment Agreement, the Corporation's right to receive the Base Payments and certain other payments as provided in the Trust Agreement and the Installment Purchase and Use Agreement (with certain exceptions as provided therein), and the Corporation's rights in and to the 2020 Facilities, the Installment Purchase and Use Agreement (with certain exceptions as provided therein), the Base Lease and Conveyance Agreement and the property rights evidenced thereby, and certain other Corporation rights will be assigned to the Trustee.

(e) It is anticipated that the portion of the principal and interest on the New Bonds that shall become due for payment but shall be unpaid by reason of nonpayment may be insured by a Bond Insurer selected by the Corporation based upon the advice and recommendation of the City's bond counsel and financial advisor.

(f) The Installment Purchase and Use Agreement and the Trust Agreement will grant certain rights to the Trustee for the benefit of the Bondholders or the Bond Insurer, if any, upon the occurrence of an Event of Default (as defined in such agreements) or an Event of Nonappropriation under the Installment Purchase and Use Agreement, including the right of the Trustee for the benefit of the Bondholders or the Bond Insurer, if any, to propose a division of the 2020 Facilities and the right to direct the Trustee to pursue any remedies granted under such agreements.

(g) The 2020 Projects, the projects originally financed by the Bonds to be Refunded and the Ancillary Projects (collectively, the “Financed Projects”) are necessary and desirable in order for the City carry out its governmental purpose and to provide certain public facilities to and for the benefit and well-being of the citizens of the City. The Council has considered various financing alternatives with regard to the Financed Projects and has concluded that the Installment Plan authorized and approved by this Ordinance is the most efficient and expeditious manner in which to finance and refinance the Financed Projects. Administrative officials of the City in consultation with the City's bond counsel and financial advisor have thoroughly reviewed the Installment Plan, including the usual and customary terms and conditions of the Bond Insurer, if any, and its Bond Insurance Policy and/or Reserve Surety, if any. The Council has been advised that the purchase of the Bond Insurance Policy by the Corporation may result in lower debt service payments on the New Bonds than if bond insurance were not obtained, and the purchase of the Reserve Surety may be beneficial compared to satisfying the 2020 Reserve Requirement, if any, from a portion of the proceeds of the New Bonds. The Council authorizes the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, upon the advice of the City's bond counsel and financial advisor, to approve the terms and conditions of the Bond Insurance Policy and/or Reserve Surety which terms and conditions will be set forth in the respective agreements authorized and approved by this Ordinance, if obtaining bond insurance results in significantly lower debt service payments or other such benefits described above are present. In order to finance the cost of the 2020 Projects, to pay a portion of the interest coming due on the New Bonds, and to provide funds to the City to refund the Bonds to be Refunded and undertake the Ancillary Projects, the City has determined to approve the respective agreements described in this Ordinance and to enter into certain of such agreements, if so advised.

(h) It is now in the best interest of the City for the Council to approve the issuance and sale by the Corporation of the New Bonds in the principal amount of not exceeding \$57,250,000. The proceeds of the New Bonds shall be used by the Corporation for any one or more of the following purposes (i) defraying a portion of the costs associated with the acquisition, construction, renovation, improvement and equipping of the 2020 Projects; (ii) paying a portion of the interest coming due on the New Bonds; (iii) making the initial payment to the City of the Base Lease Rent which will be used by the City to refund the Bonds to be Refunded and defray a portion of the costs associated with the acquisition, construction, renovation, improvement and equipping of the Ancillary Projects; (iv) funding the 2020 Reserve Sub-Account in an amount equal to the 2020 Reserve Requirement (as defined in the Trust Agreement), which may be satisfied through the purchase of the Reserve Surety; (v) paying the premiums of the Bond Insurance Policy and/or the Reserve Surety, if any; and (vi) paying certain costs and expenses relating to the issuance of the New Bonds.

Section 3. Approval of Corporation, Issuance of New Bonds and Installment Plan. The City hereby approves the Corporation, its purposes and activities and the issuance and sale by the Corporation of the New Bonds in substantial conformance to the documents described herein, the forms of which are attached as exhibits to this Ordinance.

For the purposes of the financing contemplated by the Installment Purchase and Use Agreement and the Trust Agreement, the Council does hereby approve (i) the City's leasing the 2020 Real Property and conveying the Conveyed Improvements to the Corporation pursuant to the Base Lease and Conveyance Agreement; (ii) the City's purchasing the 2020 Facilities from the Corporation pursuant to the Installment Purchase and Use Agreement; (iii) the Trust Agreement and the Assignment Agreement; (iv) the 2020 Projects and the Ancillary Projects; (v) the refunding of the Bonds to be Refunded; and (vi) the use of the proceeds of the New Bonds to pay a portion of the interest coming due on the New Bonds; to fund the 2020 Reserve Sub-Account in an amount equal to the 2020 Reserve Requirement, which may be satisfied through the purchase of the Reserve Surety, if any; to pay certain costs of issuance of the New Bonds, including the premiums for the Bond Insurance Policy and/or the Reserve Surety, if any; and for the above-described purposes; provided, that the references to "2020" in the definitions and capitalized terms included herein and in the agreements authorized by this Ordinance may be modified to reflect the calendar year in which the New Bonds are issued, if other than 2020.

The City, for the purposes of the financing contemplated by the Base Lease and Conveyance Agreement, the Installment Purchase and Use Agreement and the Trust Agreement, represents that it currently owns or will own prior to the issuance of the New Bonds the 2020 Real Property and all of such 2020 Real Property is or will be located within the geographic boundaries of the City.

Pursuant to the Base Lease and Conveyance Agreement, the City will lease the 2020 Real Property and will convey the Conveyed Improvements to the Corporation for the Base Lease Term. Pursuant to the Installment Purchase and Use Agreement, the Corporation will sell the 2020 Facilities to the City and upon payment by the City of Base Payments, title to an undivided interest in the 2020 Facilities equal to the percentage of the Purchase Price represented by such payment will transfer from the Corporation to the City without further action by either party.

Pursuant to the Trust Agreement, the Corporation's right to receive the Base Payments and rights to receive certain of the Additional Payments, as provided in the Trust Agreement and in the Installment Purchase and Use Agreement (with certain exceptions as provided in the Trust Agreement and the Installment Purchase and Use Agreement), will be assigned to the Trustee. The New Bonds will be authenticated and delivered by the Trustee pursuant to the Trust Agreement.

The net proceeds from the sale of the New Bonds will be disbursed in accordance with the provisions of the Trust Agreement for the purposes set forth in Section 2(h) above.

The City will accept title to the property financed by the New Bonds, including any additions to such property, when the New Bonds are discharged.

Section 4. Approval of the Base Lease and Conveyance Agreement. The form, terms and provisions of the Base Lease and Conveyance Agreement, a copy of which is attached hereto as Exhibit B, be and hereby are approved. The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any of them acting alone (each, an “Authorized Officer”), be and 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 and Conveyance Agreement in the name and on behalf of the City, and thereupon to cause the Base Lease and Conveyance Agreement to be delivered to the Corporation and to cause the Base Lease and Conveyance Agreement (or memoranda thereof) to be recorded in the office of the Register of Deeds for Richland County. The Authorized Officers, with advice from the City's attorneys, are each hereby delegated the authority to approve such changes or revisions in the form, terms and provisions of the Base Lease and Conveyance Agreement as may be appropriate for the financing plan contemplated thereby. The execution thereof shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of Base Lease and Conveyance Agreement now before this meeting. Any amendment to the Base Lease and Conveyance Agreement shall be executed in the same manner.

Section 5. Approval of the Installment Purchase and Use Agreement. The form, terms and provisions of the Installment Purchase and Use Agreement, a copy of which is attached hereto as Exhibit C, be and hereby are approved. Each 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 Installment Purchase and Use Agreement in the name and on behalf of the City, and thereupon to cause the Installment Purchase and Use Agreement to be delivered to the Corporation and to cause the Installment Purchase and Use Agreement (or memoranda thereof) to be recorded in the office of the Registrar of Deeds for Richland County. The Authorized Officers, with advice from the City's attorney, are each delegated the authority to approve such changes or revisions in the form, terms and provisions of the Installment Purchase and Use Agreement as may be appropriate for the financing plan contemplated thereby. The execution thereof shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of Installment Purchase and Use Agreement now before this meeting. Any amendment to the Installment Purchase and Use Agreement shall be executed in the same manner.

Section 6. Approval of the Trust Agreement. The form, terms and provisions of the Trust Agreement, a copy of which is attached hereto as Exhibit D, are hereby approved. The City does hereby approve and consent to the Trust Agreement with such changes in the form, terms and provisions thereof as the authorized representatives of the Corporation shall approve.

Section 7. Form of Purchase Contract. The form of the Purchase Contract, a copy of which is attached hereto as Exhibit E. Each Authorized Officer is hereby authorized, empowered and directed to execute, acknowledge and deliver the Certificate of the City which is attached as an exhibit to the Purchase Contract in the name of and on behalf of the City. The Authorized Officers, with the advice from the City's bond counsel and financial advisor, are each hereby delegated the authority to select the Underwriter and approve such changes or revisions in the form, terms and provisions of the Certificate of the City as may be appropriate for the financing plan contemplated thereby. The execution thereof shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Certificate of the City now before this meeting.

Section 8. Preliminary Official Statement. The form and content of the Preliminary Official Statement to be dated as determined by the Underwriter, pertaining to the sale of the New Bonds by the Underwriter, and the distribution of the same, is hereby approved in substantially the form attached hereto as Exhibit F, together with such changes, modifications, additions or deletions as may be approved by any Authorized Officer. The Authorized Officers are each hereby authorized to approve the form of the final Official Statement pertaining to the sale of the New Bonds by the Underwriter(s) which may take the form of one or more documents and to execute and deliver the same (including any amendments or supplements thereto), and to deem said Preliminary Official Statement to be “final” as described in SEC Rule 15c2-12(b)(1) for the purposes of such Rule.

Section 9. Trustee, Registrar and Paying Agent. The Council hereby authorizes any Authorized Officer to select the Trustee (including also the capacities of Registrar and Paying Agent) under the terms and conditions provided in the Trust Agreement.

Section 10. Authorization. The Mayor, City Manager, Assistant City Manager for Finance and Economic Services, City Clerk, and City Attorney are fully empowered and authorized to take such further action and to execute and deliver such additional documents as may be necessary to effect the execution and delivery of the Base Lease and Conveyance Agreement, the Installment Purchase and Use Agreement, the Trust Agreement, the Assignment Agreement and the Certificate to the Purchase Contract in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and thereby. The actions of such officers in executing and delivering any of such documents, in such form as the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together shall approve, is hereby fully authorized. Each of the Authorized Officers is fully empowered and authorized to enter into any investment agreements, repurchase agreements or forward delivery agreements or other contracts with respect to funds to be deposited in the 2020 Reserve Sub-Account or the Project Fund (as defined in the Trust Agreement). Each of the Authorized Officers is hereby authorized and empowered to execute and deliver any documents necessary for the Corporation to purchase the Bond Insurance Policy and/or the Reserve Surety, if any, from the Bond Insurer, if any, with respect to the New Bonds. The authorization conferred herein shall extend to and include, but not be limited to, the documents and certificates reasonably expected to be necessary for the closing of the financing transaction, including, but not limited to, deeds or other instruments of conveyance, a general certificate of the City, a certificate as to the Official Statement, and any designation of City representatives.

Section 11. Delegation of Authority to Authorized Officers. Notwithstanding any other provisions of this Ordinance, the Authorized Officers are authorized to cooperate with the Corporation in the solicitation from qualified banking institutions and/or proposals to purchase the 2020 Bonds. The authority to approve the placement of the Bonds with a banking institution is hereby delegated to any of the Authorized Officers:

- (a) That such a transaction is in the best interest of the City;
- (b) The terms and conditions of such a transaction are substantially similar to the terms and conditions set forth in this ordinance; and
- (c) Approval of such a transaction is recommended by the City's bond counsel and financial advisor.

Section 12. Federal Tax Covenant; Delegation Regarding Tax Matters; Official Intent. The City hereby covenants and agrees with the Holders of the New Bonds, if any, that are issued as tax-exempt obligations under the Code (collectively, the “Tax-Exempt Bonds”), that it will not take any action which

will, or fail to take any action which failure will, cause interest on the Tax-Exempt Bonds to become includable in the gross income of the Holders thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Tax-Exempt Bonds. The City further covenants and agrees with the Holders of the Tax-Exempt Bonds that no use of the proceeds of the Tax-Exempt Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Tax-Exempt Bonds would have caused the Tax-Exempt Bonds to be “arbitrage bonds,” as defined in the Code; and to that end the City hereby shall:

- (a) comply with the applicable provisions of Sections 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as any of the New Bonds are Outstanding;
- (b) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

This Ordinance shall constitute the City’s declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the City from a portion of the proceeds of the Tax Exempt Bonds or other tax-exempt bonds issued by or on behalf of the City for such purposes (the “Reimbursement Bonds”) for expenditures it anticipates incurring (the “Expenditures”) with respect to the 2020 Projects prior to the issuance of the Reimbursement Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (1) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Code) under general federal income tax principles; or (2) certain *de minimis* or preliminary expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. The source of funds for the Expenditures with respect to the acquisition of the 2020 Projects will be the City’s [general fund]. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such project was placed in service, but in no event more than three (3) years after the original Expenditures.

Section 13. 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 14. Repeal of Conflicting Ordinances. All orders, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the execution and delivery of any of the agreements approved by this Ordinance are, to the extent of such conflict, hereby repealed.

[Signature Page to follow]

Enacted by the City Council of the City of Columbia, South Carolina, this [] day of [], 2020.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading: [], 2020

Date of Second Reading: [], 2020

[Signature page]

EXHIBIT A**Description of 2020 Projects and Ancillary Projects**

2020 Projects – the acquisition, construction, renovation and equipment of the real property and improvements thereon known as 1401 Main Street, in downtown Columbia, consisting of a 13-floor office building consisting of more than 200,000 square feet of usable space, to be used by various departments of the City and/or leased to third-party tenants thereof (“Municipal Complex”), including reimbursement for the costs thereof.

Ancillary Projects – the acquisition, construction, renovation and equipment of various capital improvements and renovations to the City’s public facilities, land acquisition costs, and any costs associated with the acquisition or lease of security cameras or video surveillance services from third parties to the City, including reimbursement for the costs thereof.

EXHIBIT B**Form of Base Lease and Conveyance Agreement**

DRAFT

BASE LEASE AND CONVEYANCE AGREEMENT

between

CITY OF COLUMBIA, SOUTH CAROLINA
as lessor

and

COLUMBIA FACILITIES CORPORATION
as lessee

Dated _____, _____

All rights, title and interest of Columbia Facilities Corporation in this Base Lease and Conveyance Agreement have been assigned to _____, as Trustee (the “Trustee”) under the Trust Agreement dated of even date herewith, and are subject to the security interest of the Trustee.

INDEX

Page

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1.	Definitions of Words and Terms.....	2
Section 1.2.	Rules of Construction	3
Section 1.3.	Accounting Terms.....	3

ARTICLE II
REPRESENTATIONS

Section 2.1.	Representations by the City	3
Section 2.2.	Representations by the Corporation.....	4

ARTICLE III

LEASE OF THE 2020 REAL PROPERTY
AND CONVEYANCE OF IMPROVEMENTS

Section 3.1.	Transfer of Conveyed Improvements and Lease of the 2020 Real Property	5
Section 3.2.	Purchase of the 2020 Facilities	5
Section 3.3.	Assignments, Subleases and Mortgages	5
Section 3.4.	Rent and Other Consideration.....	5
Section 3.5.	Taxes and Insurance.....	5
Section 3.6.	Granting of Easements, Rights of Way, Releases and Substitutions of Property	5

ARTICLE IV
TERMINATION

Section 4.1.	Termination.....	6
Section 4.2.	Default by the Corporation	7
Section 4.3.	Quiet Enjoyment.....	8
Section 4.4.	No Merger.....	8
Section 4.5.	Waiver of Personal Liability	8
Section 4.6.	Maintenance of Premises	8

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

Section 5.1.	Control of 2020 Real Property and 2020 Facilities During Base Lease Term.....	8
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ARTICLE VI
MISCELLANEOUS

Section 6.1.	Civic or Public Purpose	9
Section 6.2.	Covenants Running with the 2020 Real Property	9
Section 6.3.	Binding Effect.....	9

Section 6.4.	Severability	9
Section 6.5.	Amendment, Changes and Modifications	9
Section 6.6.	Execution in Counterparts	9
Section 6.7.	Applicable Law	9
Section 6.8.	Captions	9
Section 6.9.	Notices	9
Section 6.10.	Successors and Assigns.....	9

SIGNATURES

EXHIBIT A - Legal Description of the 2020 Real Property	A-1
EXHIBIT B - Conveyed Improvements	B-1
EXHIBIT C - Supplement to Base Lease and Conveyance Agreement (Additional 2020 Real Property)	C-1

BASE LEASE AND CONVEYANCE AGREEMENT

THIS BASE LEASE AND CONVEYANCE AGREEMENT dated _____, _____ (the “Base Lease”) made and entered into by and between City of Columbia, South Carolina, a political subdivision of the State of South Carolina (the “City”), as lessor, and Columbia Facilities Corporation, a nonprofit corporation duly organized under the laws of the State of South Carolina (the “Corporation”), as lessee,

WITNESSETH

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

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

WHEREAS, the City desires to lease the 2020 Real Property and convey the Conveyed Improvements (as such terms are defined herein) to the Corporation so that the Corporation may provide funds for the acquisition, construction, renovation and equipping of the 2020 Projects (as defined herein) which, together with certain improvements (including the Conveyed Improvements), fixtures and personal property located on the 2020 Real Property, are defined herein as the “2020 Facilities” and are to be sold 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 provide funds to the City in the form of Base Lease Rent to refund the Bonds to be Refunded and to defray the costs of the Ancillary Projects (as such terms are defined in the Purchase and Use Agreement); 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 _____, 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 the Series 2020 Bonds (as described in the Trust Agreement), the proceeds of which are to be used to defray the costs of the 2020 Projects; 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, including the payment of the Base Lease Rent (as hereinafter defined) herein set forth, 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 have the meanings set forth in the Trust Agreement or the Purchase and Use Agreement, as the context would allow. In addition, the following terms shall have the meanings set forth below:

“2020 Facilities” has the meaning in the Purchase and Use Agreement.

“2020 Real Property” means the real property described in Exhibit A hereto, as the same may be amended, modified or supplemented from time to time pursuant hereto.

“Act” means Section 4-9-30, Code of Laws of South Carolina 1976, as amended.

“Additional Real Property” means any real property in addition to the 2020 Real Property that is or will become the site of Additional Facilities (as defined in the Trust Agreement) and made subject to this Base Lease.

“Base Lease Rent” means those items referred to as such in Section 3.4 of this Base Lease.

“Base Lease Term” means the term of this Base Lease which ends on the earlier of (i) _____ 1, _____, or (ii) the date on which the Series 2020 Bonds are discharged within the meaning of paragraph (d) under Section 3.18 of the Trust Agreement.

“Base Lease” means this Base Lease and Conveyance Agreement dated of even date herewith, between the City and the Corporation, as the same may be amended, modified or supplemented from time to time.

[“Bond Insurer” means _____ or any successor thereto, as issuer of the Policy.]

“City” means City of Columbia, South Carolina.

“Conveyed Improvements” means those certain improvements presently existing on the 2020 Real Property, as described in Exhibit B hereto, as the same may be amended to include those certain improvements existing on real property (including Additional Real Property) which becomes 2020 Real Property in the future, at the time of such amendment.

“Corporation” means Columbia Facilities Corporation, a nonprofit corporation formed under the laws of the State of South Carolina, 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 of Columbia, South Carolina, 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.

“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 Ordinance 2020-___ enacted by the Council on _____, authorizing the City’s execution and delivery of this Base Lease and the Purchase and Use Agreement and approval of the Trust Agreement.

[“Policy” means the municipal bond insurance policy issued by the Bond Insurer, relating to the Series 2020 Bonds.]

“Purchase and Use Agreement” shall mean the Installment Purchase and Use Agreement dated of even date herewith between the Corporation and the City, as the same may be amended, modified or supplemented from time to time.

“Series 2020 Bonds” means \$_____ principal amount Columbia Facilities Corporation Installment Purchase Revenue Bonds (City of Columbia Project) Series 2020.

“State” means the State of South Carolina.

“Trust Agreement” means the Trust Agreement dated of even date herewith by and between the Corporation and the Trustee, as the same may be amended, modified or supplemented from time to time.

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

“Trustee” means _____, a banking association or corporation organized and existing under the laws of the United States, 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.

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 title to the Conveyed Improvements 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 pay the Base Lease Rent and to provide for the construction of the 2009 Projects and the Ancillary Projects, and the sale of the 2020 Facilities to the City pursuant to the Purchase and Use Agreement has been undertaken to enable the City to provide or improve 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 2020 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 and is the fee owner of the 2020 Real Property existing on the date hereof. Prior to the conveyance of the Conveyed Improvements 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 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.
- (c) To provide funds to defray the cost of the 2009 Projects, to pay the initial payment of the

Base Lease Rent to refund all of the outstanding principal amount of the Bonds to be Refunded and to defray the cost of the Ancillary Projects and to pay certain costs of issuance related to the Series 2020 Bonds, the Corporation has entered into the Trust Agreement simultaneously with the execution hereof, pursuant to which Trust Agreement it is issuing the Series 2020 Bonds payable from and secured by the Installment Payments under the Purchase and Use Agreement.

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

SECTION 3.1. Transfer of Conveyed Improvements and Lease of the 2020 Real Property.

The City hereby demises and leases to the Corporation and the Corporation hereby leases from the City the 2020 Real Property for a Base Lease 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 Conveyed Improvements 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, from time to time, to specifically reference any additional 2020 Real Property (including Additional Real Property) owned or acquired by the City which may become subject to this Base Lease, by execution of a Supplement to Base Lease and Conveyance Agreement, in substantially the form of Exhibit C attached hereto.

SECTION 3.2. Purchase of the 2020 Facilities. Pursuant to the terms of the Purchase and Use Agreement, the Corporation will convey title to the 2020 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 2020 Facilities or any portion thereof or (c) remove, modify or alter the 2020 Real Property or the 2020 Facilities, without the consent of the City [and the Bond Insurer].

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 (a) to pay to the City (1) from the proceeds of the Series 2009 Bonds an aggregate sum of \$_____ (representing an initial payment of the Base Lease Rent), which the City hereby covenants will be used to refund the Bonds to be Refunded and to defray the cost of acquisition, construction, renovation, improvement and equipping of all or a portion of the Ancillary Projects pursuant to the procedures set forth in Section 5.3(d) of the Trust Agreement, and (2) an annual Base Lease Rent of One Dollar per year and (b) to fulfill its obligations with respect to the 2020 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 2020 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 [(with the prior written consent of the Bond

Insurer, 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 their intended purposes. Such instruments may[, provided the Bond Insurer shall consent thereto (which consent shall not be unreasonably withheld),] 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 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[, with the consent of the Bond Insurer,] terminate this Base Lease with respect to any portion of the 2020 Real Property deemed excess or unneeded for the continued operation of the 2020 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 2020 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 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 2020 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 2020 Facilities and related facilities for the purposes for which they were designed or are then being used.

Notwithstanding the foregoing paragraph, the Corporation may also[, with the consent of the Bond Insurer,] terminate this Base Lease with respect to any portion of the 2020 Real Property and release its interest in such portion to the City, if the remaining 2020 Real Property subject to this Base Lease (and accompanying 2020 Facilities owned or deemed owned by the Corporation pursuant to the Purchase and Use Agreement) have an insured value in excess of 100% of the outstanding principal amount of the Bonds, upon receipt by the Corporation of the following: (a) a plat showing the location of the 2020 Facilities and related facilities and the portion of the 2020 Real Property to be released; (b) an amendment to Exhibit A hereto revising the description of the affected parcel of 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 2020 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 certificate from the City (which may be based on information from its insurer) as to the then-current insured values of all of the 2020 Real Property (including the 2020 Real Property to be released) and 2020 Facilities and demonstrating that the insured values of the 2020 Real Property and 2020 Facilities, after termination of such released portion of the 2020 Real Property contemplated hereby, will be in excess of 100% of the outstanding principal amount of the Bonds.

With respect to any particular item of 2020 Real Property, the City may[, with the consent of the Bond Insurer,] substitute another item of 2020 Real Property under the conditions set forth in Section 5.1(c) of the Purchase and Use Agreement. The City shall not be obligated to compensate the

Corporation for the removal of any property or for any conveyance or grant of an easement or right-of-way under the provisions hereof and any consideration paid in connection therewith shall be turned over to the City so long as there is not an existing Event of Default under the Purchase and Use Agreement and no Event of Nonappropriation has occurred that has not been waived by the Trustee. The Corporation shall have no obligation or responsibility to prepare or record any instrument authorized hereunder.

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 2020 Facilities as provided in Section 9.1(a) 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 2020 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(a) of the Purchase and Use Agreement, to quit and surrender the 2020 Real Property and that all title and interest in the 2020 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. The Corporation agrees, upon any partition of the 2020 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 to 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 for a civic or public purpose and 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 2020 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 use of the Corporation Facilities, 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 Outstanding Series 2020 Bonds 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 2020 Facilities or to take possession of the 2020 Real Property or the 2020 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 2020 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 2020 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 2020 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 2020 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 hereof, the 2020 Real Property shall be returned to the City, together with the 2020 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 2020 Facilities or any portion thereof, or remove any part thereof without the 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 2020 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 any Series 2020 Bonds and the balance, if any, remaining thereafter to such use as the City may direct.

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

SECTION 5.1. Control of 2020 Real Property and 2020 Facilities During Base Lease Term.

Subject to 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 2020 Facilities and their operation.

ARTICLE VI MISCELLANEOUS

SECTION 6.1. Civic or Public Purpose. 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 2020 Real Property and the 2020 Facilities for any purpose which is not a civic or public purpose and in compliance with all applicable governmental rules, regulations and orders.

SECTION 6.2. 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 6.3. 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. [Subject to the provisions of Section 13.1 of the Trust Agreement, the provisions of this Base Lease (a) that require that consultation with the Bond Insurer is, or the consent or approval of the Bond Insurer be obtained as, a pre-condition to another party taking a certain action or (b) which grant special rights, powers or obligations to the Bond Insurer shall be in effect for so long as the Policy is in effect and no Insurer Default (as defined in the Trust Agreement) has occurred and is continuing. The Bond Insurer shall be a third party beneficiary hereof.]

SECTION 6.4. 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 6.5. Amendment, Changes and Modifications. This Base Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent, if and to the extent required by Article XI of the Trust Agreement, of the Trustee, other than (a) as provided in Section 3.1 hereof, to reference any additional 2020 Real Property (including Additional Real Property) or (b) as provided in Section 3.6 hereof in connection with the granting of easements, releases, substitutions and additions of property; provided, that the Trustee shall be entitled to rely without independent investigation upon the certificates, opinions and other documents delivered to it pursuant to such sections. [This Base Lease shall not be amended without the prior written consent of the Bond Insurer, if and to the extent

required by the Trust Agreement.]

SECTION 6.6. 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 6.7. Applicable Law. This Base Lease shall be governed by and construed in accordance with the laws of the State.

SECTION 6.8. 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 6.9. 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[, the Bond Insurer] or the Trustee if the same is given or filed in the manner and at the addresses specified in the Trust Agreement.

SECTION 6.10. 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.

[Signature page follows]

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

LESSOR:

(SEAL)

CITY OF COLUMBIA, SOUTH CAROLINA

WITNESSES:

By: _____
Mayor

Attest: _____
Clerk to Council

DRAFT

LESSEE:

COLUMBIA FACILITIES CORPORATION

(SEAL)

WITNESSES:

By: _____
President

Attest: _____
Secretary

DRAFT

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

PROBATE

Personally appeared before me the undersigned witness who on oath says, that (s)he saw the within named Columbia Facilities Corporation, by its duly authorized President and Secretary, sign, seal and as its act and deed deliver the within Base Lease and Conveyance Agreement, and that (s)he, together with the other witnesses whose signature appears above, witnessed the execution thereof.

 Witness

SWORN TO AND SUBSCRIBED BEFORE ME
 this ____ day of _____, 2020.

 Name: _____
 Notary Public for South Carolina
 My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, upon first being duly sworn, deposes and says: that (s)he saw City of Columbia, South Carolina by its duly authorized Mayor and Clerk to Council, sign the foregoing Base Lease and Conveyance Agreement, and that (s)he, with the other subscribing witness, witnessed the execution thereof.

 Witness

SWORN TO AND SUBSCRIBED BEFORE ME
 this ____ day of _____, 2020.

 Name: _____
 Notary Public for South Carolina
 My Commission Expires: _____

EXHIBIT A**LEGAL DESCRIPTION OF THE 2020 REAL PROPERTY**

All those pieces, parcels or lots of land excluding all improvements located or to be located thereon and being more particularly described as follows:

DRAFT

EXHIBIT B
CONVEYED IMPROVEMENTS

All existing improvements located on the 2020 Real Property.

DRAFT

EXHIBIT C

**FORM OF SUPPLEMENT TO
BASE LEASE AND CONVEYANCE AGREEMENT
(ADDITIONAL 2020 REAL PROPERTY)**

THIS SUPPLEMENT TO BASE LEASE AND CONVEYANCE AGREEMENT (this “Supplement”) dated _____, _____, by and between City of Columbia, South Carolina, a political subdivision duly existing under the laws of the State of South Carolina, as lessor (the “City”), and Columbia Facilities Corporation, a South Carolina nonprofit corporation duly organized and existing under the laws of the State of South Carolina, as lessee (the “Corporation”).

WITNESSETH

WHEREAS, the City and the Corporation have entered into that certain Base Lease and Conveyance Agreement dated _____, _____ (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:

1. Addition of Additional Real Property to 2020 Real Property. 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.

IN WITNESS WHEREOF, the undersigned have hereunto set forth their hands on the date first written above.

WITNESSES:

CORPORATION:

COLUMBIA FACILITIES CORPORATION

By: _____
Its: _____

By: _____
Its: _____

CITY:

CITY OF COLUMBIA,
SOUTH CAROLINA

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT C

Form of Installment Purchase and Use Agreement

DRAFT

INSTALLMENT PURCHASE AND USE AGREEMENT

between

COLUMBIA FACILITIES CORPORATION
as Seller

and

CITY OF COLUMBIA, SOUTH CAROLINA
as Buyer

\$ _____ Installment Purchase Revenue Bonds
(City of Columbia Project) Series 2020

Dated _____, _____
=====

All rights, title and interest of Columbia Facilities Corporation in this Installment Purchase and Use Agreement (with certain exceptions) have been assigned to _____, as Trustee (the "Trustee") under the Trust Agreement dated of even date herewith, and are subject to the security interest of the Trustee.

INDEX

Recitals.....	Page 1
---------------	-----------

ARTICLE I DEFINITIONS

SECTION 1.1.	Definitions	2
SECTION 1.2.	Terms Defined in the Trust Agreement	5
SECTION 1.3.	City Representations, Warranties and Covenants.....	5
SECTION 1.4.	Corporation Representations, Warranties and Covenants	8

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

SECTION 2.1.	Installment Sale of 2020 Facilities; Use of 2020 Real Property and 2020 Facilities; Term.....	9
SECTION 2.2.	Termination	10
SECTION 2.3.	Holdover Terms.....	10
SECTION 2.4.	Surrender of Possession Upon Termination; Partition of Undivided Interests.....	10

ARTICLE III THE 2020 PROJECTS; FINANCING

SECTION 3.1.	Purchase and Installation or Construction of the 2020 Projects	11
SECTION 3.2.	Administration of Acquisition and Construction Contracts.	12
SECTION 3.3.	Notices and Permits	12
SECTION 3.4.	Disbursements from the Project Fund	12
SECTION 3.5.	Defaults Under Acquisition and Construction Contracts	12
SECTION 3.6.	Worker's Compensation Insurance	13
SECTION 3.7.	Contractor's Performance and Payment Bonds	13
SECTION 3.8.	Contractor's General Public Liability and Property Damage Insurance	13

ARTICLE IV INSTALLMENT PAYMENTS; ASSIGNMENT TO TRUSTEE

SECTION 4.1.	Installment Payments.....	14
SECTION 4.2.	Installment Payments Not Subject to Reduction, Offset or Other Credits	16
SECTION 4.3.	Prepayment of Installment Payments	17
SECTION 4.4.	Administrative Expenses	17
SECTION 4.5.	Assignment of Purchase and Use Agreement, Manner of Payment.	17
SECTION 4.6.	Limited and Special Obligation of City.....	18
SECTION 4.7.	Event of Nonappropriation	19

ARTICLE V COVENANTS OF THE CITY

SECTION 5.1.	Maintenance and Operation of 2020 Real Property and 2020 Facilities; Transfers	20
--------------	---	----

SECTION 5.2.	Liens on 2020 Real Property and 2020 Facilities.....	21
SECTION 5.3.	Representations and Covenants Regarding Tax Exempt Status of Series 2020 Bonds	21
SECTION 5.4.	Reports and Opinions; Inspections.....	21
SECTION 5.5.	Immunity of Corporation and Trustee	22
SECTION 5.6.	Compliance with Laws; Consolidation or Merger.....	22
SECTION 5.7.	Insurance and Condemnation Proceeds.....	22
SECTION 5.8.	Filing of Budget with Trustee.....	23
SECTION 5.9.	Alterations of the 2020 Real Property and 2020 Facilities; Removals.....	23
SECTION 5.10.	Continuing Disclosure	23

ARTICLE VI INSURANCE

SECTION 6.1.	Types of Insurance and Coverage Requirements	23
SECTION 6.2.	Self-Insurance Approval.....	24

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

SECTION 7.1.	Damage, Destruction and Condemnation	25
SECTION 7.2.	Obligation to Repair or Replace the 2020 Real Property and the 2020 Facilities	25
SECTION 7.3.	Discharge of Obligation to Repair or Replace the 2020 Real Property and the 2020 Facilities	26
SECTION 7.4.	Cooperation of the Parties.	26

ARTICLE VIII DEFAULTS AND REMEDIES

SECTION 8.1.	Events of Default	26
SECTION 8.2.	Remedies	27
SECTION 8.3.	Limitations on Remedies.....	28
SECTION 8.4.	Cumulative Rights	28
SECTION 8.5.	Discontinuance of Proceedings	28

ARTICLE IX CONVEYANCE OF THE 2020 FACILITIES

SECTION 9.1.	Optional Purchase of the 2020 Facilities	29
SECTION 9.2.	Manner of Conveyance.....	29

ARTICLE X MISCELLANEOUS

SECTION 10.1.	Limitation of Liability of the Corporation and the City	30
SECTION 10.2.	Surrender of Possession Upon Termination	30
SECTION 10.3.	Notices.....	31
SECTION 10.4.	Assignments.	31
SECTION 10.5.	Severability	31

SECTION 10.6.	Amendments.....	32
SECTION 10.7.	Successors and Assigns	32
SECTION 10.8.	Applicable Law	33
SECTION 10.9.	Recordation.....	33

ARTICLE XI PROVISIONS RELATED TO POLICY

SECTION 11.1.	Covenants	33
---------------	-----------------	----

SIGNATURES

EXHIBIT A	Description of the 2020 Projects and the Ancillary Projects.....	A-1
EXHIBIT B	Legal Description of the 2020 Real Property	B-1
EXHIBIT B-1	Conveyed Improvements.....	B-1-1
EXHIBIT C	Permitted Encumbrances	C-1
EXHIBIT D	Base Payments Schedule	D-1
EXHIBIT E	Valuation of 2020 Facilities	E-1
EXHIBIT F	Form of Continuing Disclosure Undertaking	F-1

INSTALLMENT PURCHASE AND USE AGREEMENT

This Installment Purchase and Use Agreement dated _____, _____ (the “Purchase and Use Agreement”), is made and entered into by and between Columbia Facilities Corporation (together with its successors and assigns, the “Corporation”), a nonprofit corporation formed under the laws of the State of South Carolina (the “State”), as seller, and City of Columbia, South Carolina (the “City”), a political subdivision organized under the laws of 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 (the “South Carolina Code”); and

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

WHEREAS, the Corporation and the City have entered into a Base Lease and Conveyance Agreement dated of even date herewith (the “Base Lease”) pursuant to which the City is leasing the 2020 Real Property and conveying the Conveyed Improvements (as such terms are defined in the Base Lease), to the Corporation so that the Corporation may provide for (i) the acquisition, construction, renovation and equipping from the proceeds of the Series 2020 Bonds of certain public facilities (the “2020 Projects”); and (ii) the payment to the City of the Base Lease Rent (as defined in the Base Lease) which will provide for the refunding of the Bonds to be Refunded and to provide the acquisition, construction, renovation and equipping of all or a portion of certain public facilities which are not subject to the Base Lease or this Purchase and Use Agreement (the “Ancillary Projects”, as more particularly defined herein); and

WHEREAS, in order to provide funds to defray costs of the 2020 Projects and the payment of the Base Lease Rent, the Corporation will provide for the issuance of \$_____ of its Installment Purchase Revenue Bonds (City of Columbia Project) Series 2020, dated _____, _____ (the “Series 2020 Bonds”) under and by the terms of a Trust Agreement dated of even date herewith (the “Trust Agreement”) by and between the Corporation and _____, as trustee (the “Trustee”); and

WHEREAS, the City has agreed to make certain payments (the “Installment Payments”) for the acquisition of the 2020 Facilities (as defined herein) and, pending such acquisition thereof, shall be entitled to the use and occupancy of the 2020 Real Property and the 2020 Facilities and certain other matters; and

WHEREAS, 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 Bonds;

NOW, THEREFORE, for and in consideration of the undertaking of the Corporation to acquire, improve, construct and equip the 2020 Projects, to pay the initial payment of the Base Lease Rent to the City for the costs of refunding the Bonds to be Refunded and the Ancillary Projects, 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 the Base Lease, as the context would allow. In addition, the following terms shall have the meanings set forth below:

“2020 Facilities” means the Conveyed Improvements and other improvements constructed on the 2020 Real Property and the 2020 Projects, including fixtures and any future additions, modifications and substitutions to any facilities thereon and any personal property financed with the proceeds of the Series 2020 Bonds. The 2020 Facilities shall also mean Additional Facilities, if any, funded with the proceeds of Additional Bonds, but does not include the Ancillary Projects or Additional Ancillary Projects.

“2020 Projects” means the acquisition, construction, renovation and equipping of new public facilities as described on Exhibit A hereof, as the same may be amended from time to time. The 2020 Projects do not include the Ancillary Projects.

“2020 Real Property” means the respective parcels of real property, situated in the City and described in Exhibit A hereof, as the same may be amended, modified or supplemented from time to time pursuant hereto, and upon which the 2020 Facilities are located.

“Acquisition and Construction Contracts” means any acquisition or construction contract between the City, on behalf of the Corporation, and any contractor or other person or between any contractor or subcontractor and other person (under which contract the City has rights thereunder) with respect to any of the 2020 Projects to be financed with Bond Proceeds.

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

“Additional Facilities” means any public facilities of the City in addition to the 2020 Facilities proposed to be acquired, improved, renovated or constructed by the Corporation with the proceeds of Additional Bonds and made subject to this Purchase and Use Agreement.

“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.

“Ancillary Projects” means the acquisition, construction, renovation or equipping of all or a portion of certain new facilities described on Exhibit A hereof or any other facility or lawful purpose which is identified in writing by the City to the Trustee, but not subject to the Base Lease or this Purchase and Use Agreement.

“Available Sources” means any legally available source being lawfully appropriated by the Council, including but not limited to [rental payments received by the City arising from the Municipal Complex Leases,] general fund monies and proceeds of general obligation debt.

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

“Base Payments” means that portion of the Installment Payments specified in Section 4.1 hereof as Base Payments.

“Bond Fund” means the fund of such name established pursuant to Section 5.3 of the Trust Agreement.

“Bond Insurer” means _____ or any successor thereto, as issuer of the Policy.

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

“City Facilities” means that portion of the 2020 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 3.4(b) hereof.

“Conveyed Improvements” means those certain improvements presently existing on the 2020 Real Property, as more particularly described in Exhibit B-2 hereof, as the same may be amended to include those certain improvements existing on real property (including Additional Real Property) which becomes 2020 Real Property in the future, at the time of such amendment.

“Corporation Facilities” means that portion of the 2020 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, guidances, 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 the City's failure, for any reason, to specifically budget and appropriate moneys that may be lawfully used to pay, or enact an ordinance authorizing the issuance of general obligation bonds for the purpose of paying, all Installment Payments due under this Purchase and Use Agreement, by September 15 of the then current Fiscal Year or the City shall have provided written notice of its intention to do the same by June 30 of the previous Fiscal Year. The existence or nonexistence of an Event of Nonappropriation shall be deemed to occur on (a) September 15 of a year in which no such budget or ordinance shall have been adopted or enacted (as applicable), or (b) any earlier

date on which the City gives official, specific written notice to the Corporation and the Trustee that the City will not appropriate funds that may be lawfully used in the next succeeding Fiscal Year for payment of Installment Payments; provided, however, that an Event of Nonappropriation may be waived as provided for in Section 4.7 herein.

“Facilities Component” means an entire building or other facility (including the main building or buildings) and any related auxiliary buildings comprising the 2020 Facilities, together with the portion of the 2020 Real Property on which such building or other facility is located.

“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.

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

[“Municipal Complex Leases” means all leases of rentable space within the Municipal Complex (as defined in Exhibit A hereof) which exist on the date hereof and may be executed in the future from time to time, pursuant to which the City receives one or more rental payments from the tenants thereof.]

“Net Proceeds” when used with respect to any proceeds from policies of insurance required hereby or any condemnation award, or any proceeds resulting from default under, or recovery under performance and payment bonds related to, any Acquisition or Construction Contract relating to the 2020 Projects, or any proceeds from any liquidation of any part of the 2020 Facilities or the Ancillary Projects, 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 [(after consultation with the Bond Insurer, if applicable)], 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 Bond Insurer, 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 Security Documents; (iii) utility, access and other easements and rights-of-way, restrictions and exceptions which does not interfere with or impair the

use of the 2020 Real Property or the 2020 Facilities, including rights or privileges in the nature of easements; (iv) any financing statements filed to perfect security interests pursuant to this Purchase and Use Agreement or the Trust Agreement; and (v) the matters described on Exhibit C hereto.

“Policy” means the municipal bond insurance policy issued by the Bond Insurer, relating to the Series 2020 Bonds.

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

“Purchase and Use Agreement” means this Installment Purchase and Use Agreement dated _____, _____, between the Corporation and the City, as the same may be amended, modified or supplemented from time to time.

“Purchase Option Price” means an amount equal to the amount required to defease or otherwise discharge all Series 2020 Bonds Outstanding 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 2010 Bonds” means the \$30,000,000 original principal amount Installment Purchase Revenue Bonds (City of Columbia Project) Series 2010, dated September 15, 2010, heretofore issued by the Corporation and presently outstanding in the principal amount of \$27,350,000.

“Series 2020 Bond” or “Series 2020 Bonds” means any or all of \$_____ of the Corporation's Installment Purchase Revenue Bonds (City of Columbia Project) Series 2020, dated of even date herewith, authorized by and secured under the Trust Agreement.

“State” means the State of South Carolina.

“Trust Agreement” means the Trust Agreement dated of even date herewith, between the Corporation and the Trustee, as the same may be amended, modified or supplemented from time to time.

“Waiver Period” means the period of time commencing on the date an Event of Nonappropriation is deemed to occur and ending on and including the date on the earlier of (i) the next following December 1 or (ii) the date on which the applicable Reserve Sub-Account (if any) of the Reserve Account becomes fully depleted by the Trustee pursuant to the provisions of a Supplemental Agreement (as defined in the Trust Agreement); provided, however, that a Reserve Sub-Account is deemed to be fully depleted when insufficient funds remain therein to make the payments required to be made to the Holders of the applicable series of Bonds on the subsequent Bond Payment Date.

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.

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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 Projects are acquired completed, furnished and partially occupied by the City. In the event the amounts available from the proceeds from the Series 2020 Bonds appear to be insufficient for such purpose, the City will use its best efforts to take one or more of the following steps: (i) cooperate with the Corporation to make such modifications or changes in the 2020 Projects as will allow the cost thereof to be funded within the amount available from such Bond Proceeds; (ii) make arrangements with the Corporation for the sale of Additional Bonds; or (iii) provide for the payment of such costs from other sources legally available to the City.

(d) The City will take such action as is necessary to ensure that the proceeds of the Series 2020 Bonds, other than amounts set aside in the Trust Agreement for payment of costs of issuance, funding of reserves, payment of interest, or payment of Base Lease Rent, are applied solely for the payment of the costs of the 2020 Projects.

(e) [Except as provided in the last paragraph under Section 2.1 hereof, no portion of the 2020 Facilities or the Ancillary Projects which is financed with the proceeds of the Series 2020 Bonds which are issued as obligations the interest on which are excluded from gross income of the Holders thereof (the "Tax Exempt Bonds"), 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) Except as disclosed in the Official Statement for the Series 2020 Bonds, there is no fact which will materially and adversely affect the properties, activities, operations, revenues, prospects or condition (financial or otherwise) of the City, its status as a political subdivision of the State within the meaning of Section 103(c)(1) of the Code, its ability to own and operate its property in the manner such property is currently operated or its ability to perform its obligations under this Purchase and Use Agreement and the Base Lease.

(g) [The amounts, if any, spent by the City from its own funds to pay costs of the acquisition, renovation, improvement and construction of the 2020 Projects or the Ancillary Projects for which it intends to reimburse itself from Bond Proceeds of Tax Exempt Bonds were not expended more than 60 days prior to the date of the enactment by the Council of an ordinance authorizing the financing of the 2020 Projects and the Ancillary Projects, and expressing the intent to enter into this Purchase and Use Agreement, except with respect to certain preliminary expenditures for architectural, engineering, surveying, soil testing and similar costs. No site preparation or similar costs incident to the commencement of construction were incurred prior to 60 days prior to the date of enactment of an ordinance by the Council relating to the issuance of the Series 2020 Bonds.]

(h) Except as disclosed in the Official Statement for the Series 2020 Bonds, there are no proceedings pending or, to the knowledge of the City, threatened in writing against 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 or the Base Lease.

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

(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) 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 the City Agreements or the City’s ability to perform fully its obligations under the City Agreements; 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.

(j) 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, and/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 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.

(k) This Purchase and Use Agreement is a legal, valid and binding obligation and agreement 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.

(l) The use and the operation of the 2020 Real Property and the 2020 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 2020 Facilities including, without limitation, Environmental Laws. The City has caused or will cause the 2020 Projects to be designed in accordance with all applicable federal, state and local laws or ordinances (including rules and regulations) relating to zoning, planning, building, safety and environmental quality. The City will

operate or will cause to be operated the 2020 Real Property and the 2020 Facilities 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 obligations 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 2020 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 2020 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 and the 2020 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 2020 Facilities as proposed to be operated, and all such licenses, permits or other approvals required in connection with the operation of the 2020 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 2020 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 2020 Facilities.

(m) The City has ratified, confirmed and approved the creation, existence, governance, purposes and activities of the Corporation and the issuance by the Corporation of the Series 2020 Bonds.

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

(o) The officer of the City at any time 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.

(p) 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 2020 Real Property other than in material compliance at all times with all applicable Environmental Laws unless any such noncompliance would have a material adverse effect on the financial condition, business or operations of the City.

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 and 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, the Trust Agreement and each of the Acquisition and Construction Contracts to which it is or will be a party.

(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, the Trust Agreement and each Acquisition and Construction Contract to which the Corporation is or will be a party has been or will be duly executed and delivered by the Corporation and constitutes 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) Other than as disclosed in the Official Statement for the Series 2020 Bonds, 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) In order to finance the 2020 Projects, to pay the Base Lease Rent to the City 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.

(j) The Board of Directors of the Corporation (the "Issuer Board") are [initially] appointed by _____, a South Carolina nonprofit public benefit corporation ("_____"), although future directors will be appointed by the Issuer Board. By letter dated _____, _____ was determined by the Internal Revenue Service in November 1997 to be an exempt organization within the meaning of Section 501(c)(3) of the Code and not a private foundation under Section 509(a) of the Code. The activities of the Corporation hereunder are not unrelated to the charitable purpose of _____ described to the Internal Revenue Service in its application for recognition of its exempt status.] [By letter dated _____, the Corporation was determined by the Internal Revenue Service to be an exempt organization within the meaning of Section 501(c)(3) of the Code and not a private foundation under Section 509(a) of the Code. The activities of the Corporation hereunder are not unrelated to the charitable purpose of the Corporation described to the Internal Revenue Service in its application for recognition of its exempt

status.][The Corporation intends to apply to the Internal Revenue Service for a determination that it is also an exempt organization within the meaning of Section 501(c)(3) of the Code and not a private foundation under Section 509(a) of the Code.]

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

SECTION 2.1. Installment Sale of 2020 Facilities; Use of 2020 Real Property and 2020 Facilities; Term. The Corporation hereby agrees to sell the 2020 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 all remaining portions of the 2020 Facilities. Upon each payment of Base Payments from funds other than (i) amounts constituting Bond Proceeds (including income from the investment of such amounts) or (ii) payments made from a Reserve Sub-Account (if any) of the Reserve Account established for a series of the Bonds, title to an undivided interest in the 2020 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 interest in the 2020 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 2020 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, ____.

During the term hereof, the City may permit other civic or charitable organizations or agencies of the State or any political subdivision thereof to use portions of the 2020 Real Property and the 2020 Facilities subject to the following limitations: (i) no agreement may be for a term in excess of one year; (ii) the 2020 Real Property and the 2020 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; (iii) any such agreement shall expressly terminate upon the occurrence of an Event of Default or an Event of Nonappropriation hereunder; and (iv) the City shall monitor all such use to ensure continued compliance with the provisions of the Federal Tax Certificate 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, such occurrence to be determined in accordance with the definition of such term given in this Purchase and Use Agreement, which Event of Nonappropriation is not thereafter duly waived;

(b) The purchase by the City of the 2020 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 of this Purchase and Use Agreement; or

(d) _____ 1, _____, which date constitutes the last day of the term hereof, or such later date as all Installment Payments due hereunder shall be paid.

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 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 (a) the occurrence of an Event of Default or an Event of Nonappropriation which results in termination hereof or (b) termination of all rights of the City hereunder, and at the written direction of the Trustee [(after consultation with the Bond Insurer, if applicable)], the City and the Corporation shall proceed to partition the 2020 Facilities so that the percentage of undivided interests in the title to the 2020 Facilities will be converted, to the extent feasible, into like percentages of title to entire Facilities Components in accordance with Exhibit D hereof and the following provisions. The date upon which the [Trustee][Bond Insurer] gives such written direction shall be the "Partition Date".

Division of 2020 Facilities. Within a reasonable time after the Partition Date (but in no event longer than 60 days after the Partition Date), the City and the Corporation shall propose a division of 2020 Facilities or, in the event the City and the Corporation notify the Trustee [and the Bond Insurer, if applicable,] in writing that they are unable to agree on a proposed division or they have not proposed a division of the 2020 Facilities within the time period provided by the previous sentence, the Trustee [(after consultation with the Bond Insurer, if applicable)] and the Partition Consultant, if selected, shall propose a division of the 2020 Facilities within a reasonable time after the Partition Date. In all events, Trustee [(after consultation with the Bond Insurer, if applicable)] may, in its sole discretion, select a Partition Consultant to assist, consult with and make recommendations to the Trustee [(after consultation with the Bond Insurer, if applicable)] in the division of the 2020 Facilities. The Trustee [(after consultation with the Bond Insurer, if applicable)] and the Partition Consultant, if selected, shall endeavor, to the extent practicable, to allocate the 2020 Facilities between the City and the Corporation in a fair and equitable fashion taking into account the following factors: (1) entire Facilities Components, if possible, will be assigned to each of the City and the Corporation; (2) if portions of the 2020 Facilities and Facilities Components will be assigned to each of the Corporation and the City, the Trustee [(after consultation with the Bond Insurer, if applicable)] and the Partition Consultant, if selected, 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); and (3) the deletion, reduction or release (without exchange or substitution) of any Released Property pursuant to Section 5.1(c) hereof or pursuant to the last two paragraphs of Section 3.6 of the Base Lease shall be taken into account for purposes of determining the portions of the 2020 Facilities to be allocated between the Corporation and the City.

Valuation of Facilities Components and 2020 Facilities. For purposes of any partition, the 2020 Facilities will be valued based on insured values at the time of partition, although the percentage of the 2020 Facilities being purchased on an annual basis is set forth on Exhibit D hereof. In allocating the 2020 Facilities to the percentage of undivided interests in the entire 2020 Facilities to be conveyed to the City or retained by the Corporation, such insured values (at time of petition) and percentages set forth on Exhibit D hereof shall be used rather than the current market or other valuation of Facilities Components associated therewith.

Partial Divisions. In the event that the Trustee [(after consultation with the Bond Insurer, if applicable)] and the Partition Consultant, if selected, are unable to devise a partition that results in complete Facilities Components being assigned to the City or the Corporation, then such partition shall be made so as to provide the City's and the Corporation's respective interests to be allocated to Facilities Components in a manner consistent with other provisions of this Section 2.4. The portion of a Facilities Component which is property allocated to the City but is not a complete Facilities Component shall be designated as a "City Partial Facilities Component." With respect to a City Partial Facilities Component, the City may (i) continue to occupy the entire Facilities Component which includes a City Partial Facilities Component if it agrees to make payments (as specified in Section 2.3) in amounts to be determined by the Trustee [(after consultation with the Bond Insurer, if applicable)] and the Partition Consultant, if selected, as the proper charge for use of the Corporation's interest in such Facilities Component (the "Corporation Partial Facilities Component"); (ii) purchase the Corporation's interest in such Corporation Partial Facilities Component by the payment of the amount determined by the Trustee [(after consultation with the Bond Insurer, if applicable)] and the Partition Consultant, if selected; or (iii) cede occupancy rights in the City Partial Facilities Component to the Corporation for the duration of the term of the Base Lease. In determining the purchase price if the City elects to purchase the Corporation's interest in a Corporation Partial Facilities Component, the Trustee [(after consultation with the Bond Insurer, if applicable)] and the Partition Consultant, if selected, shall determine the prepayment amount that would be required under the second paragraph of Section 2.1 to result in a complete allocation of such Facilities Component to the City. In setting the payments to be made by the City if it chooses to continue to occupy the entire Facilities Component the Trustee and the Partition Consultant, if selected, shall set a payment that is not less than the amount of total Base Payments allocable to such Facilities Component that would have been payable from and after the Partition Date if this Purchase and Use Agreement or the rights of the City hereunder had not been terminated.

Partition Report; Finality. The Trustee [(after consultation with the Bond Insurer, if applicable)] and the Partition Consultant, if selected, shall make a report regarding the division of the 2020 Facilities as soon as practicable after the Partition Date. In the discretion of the Trustee [(after consultation with the Bond Insurer, if applicable)] the partition report shall be final and binding upon all parties.

Instruments of Conveyance. Within a reasonable time (but in no event sooner than 30 days or 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 2020 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 up or cause to be delivered up 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; provided, however, that in the event of a partial division, the terms relating to City Partial Facilities Components described above shall control. Any Facilities Component delivered to the Corporation in connection with such partition shall remain, at all times, subject to the terms of the Base Lease.

ARTICLE III THE 2020 PROJECTS; FINANCING

SECTION 3.1. Purchase and Installation or Construction of the 2020 Projects. The Corporation and the City acknowledge that the City will be responsible for any and all Acquisition and Construction Contracts necessary or appropriate for the purchase and installation, or for any renovation, construction, installation, restoration, and reconstruction, to be performed in connection with the completion of the 2020 Projects 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 2020 Facilities and on the 2020 Real Property and all such machinery, equipment and other tangible personal property not acquired nor financed from Bond Proceeds will remain the sole property of the City.

SECTION 3.2. Administration of Acquisition and Construction Contracts. The City shall be responsible for preparing, administering, amending and enforcing the Acquisition and Construction Contracts to be entered into with respect to the 2020 Projects and the 2020 Real Property and for litigating or settling all claims thereunder. The City and the Corporation, as their interests may appear, will be entitled to the benefit of all warranties, guaranties and indemnities provided under the Acquisition and Construction Contracts and by law.

SECTION 3.3. 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 Projects. 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 3.4. Disbursements from the Project Fund.

(a) The balance of the Bond Proceeds (net of any Underwriter's discount, [net original issue premium and the deposit into the 2020 Reserve Sub-Account as provided in Section 5.1 of the Trust Agreement]) shall be deposited by the Trustee into the Project Fund. Thereafter, disbursements from the Project Fund shall be made for costs of the 2020 Projects and for such other purposes contemplated by 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 Projects have been substantially completed in accordance with the applicable Acquisition and Construction Contracts and other terms and conditions of the Purchase and Use Agreement and the 2020 Projects comply in all material respects with all applicable governmental regulations. Upon receipt of such final requisition, the Trustee shall apply any balance then remaining in the Project Fund in the manner provided in Section 5.4 of the Trust Agreement. As used in this paragraph, "substantial completion" of the 2020 Projects shall mean completion such that a certificate of occupancy could be issued notwithstanding the fact that certain minor items of work remain to be done.

SECTION 3.5. Defaults Under Acquisition and Construction Contracts. In the event of any material default by a supplier, contractor or subcontractor under any of the Acquisition and Construction Contracts, or in the event of a material breach of warranty with respect to any property, fixtures, materials, workmanship or performance under any Acquisition and Construction Contract, the City and the Corporation shall promptly proceed, and may do so in conjunction with others, to pursue diligently such remedies as are available against the applicable supplier, contractor or subcontractor and/or against any surety of any bond securing the performance of the Acquisition and Construction Contracts. The Net Proceeds of any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, remaining after deduction of expenses incurred in such recovery (including without limitation, attorney's fees and costs), and after reimbursement to the City or the Corporation of any amounts theretofore paid by either of them, and not previously reimbursed, for correcting or remedying the default or breach of warranty which gave rise to the proceedings against the contractor or surety, shall be paid into the Project Fund if received before the Completion Date, or if received thereafter, shall be deposited as otherwise provided in Section 7.2 of this Purchase and Use Agreement or otherwise applied as provided in Section 7.3 of this Purchase and Use Agreement.

SECTION 3.6. Worker's Compensation Insurance. The City and the Corporation shall take such steps as are necessary to ensure that worker's compensation insurance is in force with respect to any Acquisition and Construction Contracts.

SECTION 3.7. Contractor's Performance and Payment Bonds. The City and the Corporation shall take such steps as are necessary to ensure that performance and payment bonds regarding contractor's performance and payment are provided in the same manner as would be applicable to any contracts of the City.

The Net Proceeds of any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the performance and payment bonds remaining after deduction of expenses incurred in such recovery (including without limitation, attorney's fees and costs), and after reimbursement to the City and the Corporation of any amounts theretofore paid by either of them, and not previously reimbursed, for correcting or remedying the default or breach of warranty which gave rise to the proceedings against the contractor or surety, shall be paid into the Project Fund if received before the Completion Date, or if received thereafter, shall be deposited as otherwise provided in Section 7.2 of this Purchase and Use Agreement or otherwise applied as provided in Section 7.3 of this Purchase and Use Agreement.

SECTION 3.8. Contractor's General Public Liability and Property Damage Insurance. The City and the Corporation shall take such steps as are necessary to ensure that comprehensive general public and property damage liability insurance with respect to the 2020 Projects are provided in the same manner as would be applicable to any contracts of the City. The Net Proceeds of any insurance policies required by this section or any amounts recovered by way of damages, refunds, adjustments, proceeds or otherwise in connection with the foregoing, remaining after deduction of expenses incurred in such recovery (including without limitation, attorney's fees and costs), and after reimbursement to the City or the Corporation of any amounts not to exceed \$100,000 theretofore paid by the City or the Corporation and not previously reimbursed to the City or the Corporation for actions taken by the City or the Corporation to restore damaged portions of the 2020 Facilities to a condition necessary to secure the 2020 Facilities and prevent further loss shall be paid into the Project Fund before the Completion Date or, if received thereafter, shall either be deposited as provided in Section 7.2 of this Purchase and Use Agreement or otherwise applied as provided in Section 7.3 of this Purchase and Use Agreement; provided, however, such deposit shall not exceed the amount necessary to fulfill the obligations of the City under this Purchase and Use Agreement as determined by the Trustee.

ARTICLE IV INSTALLMENT PAYMENTS; ASSIGNMENT TO TRUSTEE

SECTION 4.1. Installment Payments.

(a) Installment Payments to Constitute a Current Expense of 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 from Available Sources by the Council 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 general tax revenues, funds, moneys or credit of the City.

(b) Payment of Base Payments. (i) Subject to an Event of Nonappropriation as described in Section 4.7 hereof, on or before the 20th day of the month 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, 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 E hereto; provided that nothing herein shall constitute a pledge of the Available Sources, general tax revenues, funds, moneys or credit of the City. Each payment of Base Payments shall be in consideration for the conveyance of title to an undivided interest in the 2020 Facilities as and to the extent provided in Section 2.1 hereof. As further consideration for the receipt of Base Payments, the City shall be entitled to the use and occupancy of all of the 2020 Real Property and the 2020 Facilities during the applicable Fiscal Year in which such payments are or will be made.

(ii) The City absolutely and unconditionally pledges to the Corporation as security for the Series 2020 Bonds that, during each fiscal year, to the extent the City receives a rental payment with respect to any Municipal Complex Lease (a "Lease Payment"), the City shall deposit each Lease Payment no later than the thirtieth (30th) day after the day on which the City receives a Lease Payment with the Trustee for deposit into the Facilities Purchase Account. This deposit is a portion of the Base Payment due in that fiscal year, and the City shall receive credit for the amount of the deposit against the amount of the Base Payment due in that fiscal year. In each fiscal year, once the aggregate amount of any Lease Payments along with any other funds available in the Facilities Purchase Account equal the amount necessary to make that fiscal year's Base Payment, then the Trustee shall deposit any remaining Lease Payments in a separately designated fund to be used to prepay Installment Payments according to Section 4.3 of the Purchase and Use Agreement and for other permitted purposes.]]

(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) Upon receipt of written notice from the Trustee pursuant to the terms of any Supplemental Agreement (as defined in the Trust Agreement) of a transfer from a subaccount of the Reserve Account established for a particular series of Bonds (as defined in the Trust Agreement) to the applicable subaccount of the Facilities Purchase Account, within the period of time specified in such

Supplemental Agreement, or payment to the issuer or provider of an instrument or surety bond issued to satisfy, in whole or in part, any Reserve Requirement relating to such series of Bonds, of an amount equal to the amount so transferred from the applicable subaccount of the Reserve Account to the applicable subaccount of the Facilities Purchase Account;

(iii) Within the period of time specified in a Supplemental Agreement, the amount of moneys necessary to re-establish a subaccount of the Reserve Account established for a particular series of Bonds at the applicable Reserve Requirement as may be required pursuant to such Supplemental Agreement;

(iv) All reasonable 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;

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

(vi) [Amounts owed to the Bond Insurer as provided for in the Trust Agreement; and]

(vii) Amounts, if any, budgeted by the Corporation for deposit into the Repair and Replacement Fund, in accordance with Section 5.4 of the Trust Agreement.

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 2020 Facilities, (ii) for the discharge of mechanic's and other liens relating to the 2020 Real Property and the 2020 Facilities, (iii) to obtain and maintain insurance for the 2020 Real Property and the 2020 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, but shall not be required to, 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 Facilities Purchase Account to be credited against those payments and representing Base 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 Facilities Purchase 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 effective 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 2020 Real Property and the 2020 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 representations and covenants contained herein 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 2020 Facilities and the use of the 2020 Real Property and the 2020 Facilities which do not constitute Base Payments, or other obligations relating to the 2020 Real Property and the 2020 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 2020 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. 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 2020 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 of the Security Documents, that 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 2020 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 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 the sale of the 2020 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 2020 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, Sections 7.3 and 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(a) of the Trust Agreement or the purchase of Series 2020 Bonds as provided in Section 4.4 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 so redeemed or purchased (as applicable) and the amount to be redeemed or purchased on each such date, all in accordance with the provisions of the Trust Agreement. The Trustee may request such reasonable 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 reasonable expenses from time to time of the Trustee and any Paying Agent incurred in administering the Trust Agreement and the Series 2020 Bonds, (ii) any expenses incurred by the Corporation, including but not limited to Administrative Fees and any other fees for legal, financial and accounting services and premiums for directors' and officers' insurance, and (iii) any reasonable expenses, including Administrative Fees and reasonable attorney's fees, incurred by 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. 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 MAKE PAYMENT OF THE INSTALLMENT PAYMENTS PROVIDED FOR IN THIS PURCHASE AND USE AGREEMENT BEYOND THE END OF SUCH FISCAL YEAR (EXCEPT AS OTHERWISE PROVIDED HEREIN). 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 2020 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 and the 2020 Facilities, failure of the Corporation to complete the acquisition, construction, renovation or installation of the 2020 Projects, failure of the City to occupy or to use the 2020 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 and the 2020 Facilities, any acts or circumstances which may impair or preclude the use or possession of the 2020 Real Property and the 2020 Facilities, any defect in the title, design, operation, merchantability, fitness, or condition of the 2020 Real Property and the 2020 Facilities or in the suitability of the 2020 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 and the 2020 Facilities, the taking by eminent domain of title to or the use of all or any part of the 2020 Real Property and the 2020 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 paragraph 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. The City shall promptly notify the Corporation and the Trustee of the occurrence of any Event of Nonappropriation (but in no event later than three business days after the occurrence thereof). Upon the occurrence of an Event of Nonappropriation, the following provisions shall apply:

(a) If the City delivers official, specific written notice 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, the Trustee shall immediately 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) hereof, 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) hereof, the Corporation, with the prior written consent of at least 25% in principal amount of the Holders [and the Bond Insurer (if applicable),] or the Trustee [(with the prior written consent of the Bond Insurer, if applicable)] may waive any Event of Nonappropriation which is cured by the City within a reasonable time if the Waiver Period has not expired and in the Trustee's judgment such waiver is in the best interest of the Holders of the Bonds.

(d) Subject to Article VIII hereof and notwithstanding the provisions of subsection (c) hereof, the Trustee shall waive any Event of Nonappropriation (but only an Event of Nonappropriation which occurs pursuant to clause (a) of the second paragraph of the definition thereof) which is cured by 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.

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, however, that, subject to the limitations of Section 4.6 hereof and this Section 4.7, the City shall continue to be liable for Installment Payments (a) accrued prior to the beginning of such Fiscal Year and due hereunder, and (b) allocable to any period during which the City shall continue to occupy the Corporation Facilities.

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 by the later of (a) the expiration of the Fiscal Year during which an Event of Nonappropriation occurs if such Event of Nonappropriation occurs by specific written notice thereof or the September 16 following the September 15 on which the City shall fail to enact an ordinance authorizing the issuance of general obligation bonds for the purpose of paying the Installment Payments hereunder or fail to specifically budget and appropriate monies that may be lawfully used therefor or (b) when required by the last paragraph of 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 occurs by notice, or the September 16 following the September 15 on which the City fails to specifically budget and appropriate sufficient moneys to pay, or enact an ordinance authorizing the issuance of general obligation bonds for the purpose of paying, the Installment Payments hereunder, the Trustee may or shall, as the case may be, proceed to exercise its remedies, liquidate its interest in this Purchase and Use Agreement or lease the 2020 Facilities as provided in Section 8.2 of this Purchase and Use Agreement, provided, however, that the 2020 Facilities shall always be operated for a civic or a public purpose as provided in Section 4.1 of the Base Lease. 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.

ARTICLE V COVENANTS OF THE CITY

SECTION 5.1. Maintenance and Operation of 2020 Real Property and the 2020 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, operate the 2020 Real Property and the 2020 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 2020 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 2020 Real Property and the 2020 Facilities may be properly and advantageously conducted. This covenant shall not prevent the City from discontinuing operation of the 2020 Real Property and the 2020 Facilities at any time.

(b) Except as otherwise provided in this Section 5.1 and Section 2.1 hereof and the Base Lease, 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 2020 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 and the Bond Insurer, if applicable.

(c) Notwithstanding any other provision hereof to the contrary, the City may provide for the exchange of any asset comprising the 2020 Facilities, including the portion of the 2020 Real Property related thereto (the "Released Facility"), for another City facility and the real estate on which such facility (the "Exchange Facility") is located, or the deletion or modification of any Released Facility from the definition of "2020 Facilities" hereunder, if: (i) the City provides the Trustee evidence (including but not limited to an appraisal, certificate of insurance or otherwise) of the respective insured values of the Released Facility and the Exchange Facility, if applicable; (ii) the City certifies to the Trustee that, as applicable, (A) the exchange, deletion or modification is necessary or desirable to the City and the reasons therefor (including but not limited to facilitating the sale or other disposition of the Released Facility, the conversion of its use to another purpose other than use by the City as a school facility or otherwise), (B) after taking into account the deletion, modification or exchange of the Released Facility, the insured value of the 2020 Facilities owned by or allocated to the Corporation shall be in excess of 100% of the outstanding principal amount of the Bonds, (C) the proposed Exchange Facility (if any) has a value equal to or greater than the proposed Released Facility, and (D) the Exchange Facility (if any) is necessary or desirable to the operations of the City and the remaining useful life of such Exchange Facility is not less than the remaining useful life of the Released Facility; (iii) the Trustee receives an opinion of Bond Counsel to the effect that the proposed exchange, deletion or modification will not adversely affect the federal income tax treatment of interest paid to the Holders of the Series 2020 Bonds; and (iv) the Bond Insurer, if applicable, consents in writing thereto. The Corporation and/or the City hereby agrees to provide prompt notice of an exchange of an Exchange Facility for a Released Facility hereunder or the deletion or modification of a Released Facility permitted hereby, to Moody's and S&P, if then rating the Bonds.

SECTION 5.2. Liens on 2020 Real Property or 2020 Facilities. The City shall not create, incur or suffer to exist any lien, charge or encumbrance on the 2020 Real Property or the 2020 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 2020 Facilities or the Ancillary Projects) 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 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 “arbitrage bonds” 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 the 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 the Federal Tax Certificate related to the Series 2020 Bonds.

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

SECTION 5.4. Reports and Opinions; Inspections.

(a) The City shall permit the Corporation, the Trustee [and the Bond Insurer] to examine, visit and inspect, at any reasonable time, the 2020 Real Property and the 2020 Facilities, and any accounts, books and records, including its receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, [to discuss its affairs, finances and accounts with the Bond Insurer, if applicable,] and to supply such reports and information as the Trustee [or the Bond Insurer, if applicable,] may reasonably request.

(b) The Corporation shall give the Trustee prompt notice of any failure of the City to make the payments required to be made pursuant to Section 4.1(b) when due.

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 2020 Facilities or the Ancillary Projects 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. To the extent permitted by law, the City shall defend the Corporation and any of its members, directors, officers, employees or agents and save them harmless against any liability, including expenses and legal or other fees, intended to be precluded by this Section 5.5 resulting from acts or omissions of the City or from acts or omissions of the Corporation or any of their members, directors, officers, employees or agents in connection with any acts taken pursuant to this Purchase and Use Agreement, except for fraud, deceit, or acts taken in bad faith or which are negligent.

SECTION 5.6. Compliance with Laws. With respect to the 2020 Real Property and the 2020 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. [Reserved]

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.

SECTION 5.9. Alterations of the 2020 Real Property and the 2020 Facilities; Removals. The City, in its discretion and at its expense, may remodel or make such additions, modifications and improvements to the 2020 Real Property and the 2020 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 2020 Facilities.

In this connection, the City may remove any items of personal property constituting a part of the 2020 Facilities financed by a source of funds other than Bond Proceeds, provided that such removal of the personal property shall not materially diminish the value of the 2020 Facilities.

In the case of any removal as provided above or any removal of City property not constituting 2020 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”). 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.

The City hereby covenants, so long as required pursuant to Section 11-1-85 of the South Carolina Code, to file with a central repository for availability in the secondary bond market an annual independent

audit within 30 days of its receipt and event-specific information within 30 days of an event adversely affecting more than five percent of tax revenues or the City's tax base.

SECTION 5.11. Covenants for Benefit of the Bond Insurer.

[To be provided, if applicable]

**ARTICLE VI
INSURANCE**

SECTION 6.1. Types of Insurance and Coverage Requirements.

(a) During the term hereof, the City shall maintain all-risk fire, extended coverage, vandalism, and malicious mischief insurance on the 2020 Real Property and the 2020 Facilities with such deductible provisions as are consistent with similar insurance obtained by the City with respect to other property owned by it. Such insurance shall (1) name the Corporation, the City and the Trustee as loss payees or additional insureds, as their interests may appear, be maintained for the term of this Purchase and Use Agreement; and (2) be in an amount at least equal to the replacement value of the 2020 Real Property and the 2020 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 \$800,000 per occurrence and not less than \$1,000,000 in the aggregate for claims made in any one year on account of injury of any one person, and \$250,000 for property damage per occurrence with an aggregate property damage limitation of not less than \$500,000, excluding liability imposed upon the City by any applicable worker's compensation law. Such insurance shall name the Corporation, the City and the Trustee as loss payees or additional insureds, as their interests may appear.

(d) All policies of insurance required hereunder shall be written by the South Carolina Association of Counties Insurance Trust, the South Carolina Insurance Reserve Fund or any governmental or quasi-governmental entity that provides insurance coverage for political subdivisions (or any of their successors), or any 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 and the Trustee [and the Bond Insurer, if applicable,] at all reasonable times. Certificates of insurance describing such policies shall be furnished by the City to the Corporation and the Trustee when such policies are required to be obtained by this Section 6.1 and at least 10 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, the Trustee [and the Bond Insurer (if applicable)] 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 and the Bond Insurer (if applicable).

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 2020 Facilities, the Ancillary Projects 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 2020 Facilities, the Ancillary Projects or any portion thereof or the estate of the City or the Corporation in the 2020 Real Property, the 2020 Facilities, the Ancillary Projects 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 2020 Real Property, the 2020 Facilities, the Ancillary Projects or any portion thereof shall become apparent, or (iv) title to or the use of all or any portion of the 2020 Real Property, the 2020 Facilities or the Ancillary Projects shall be lost by reason of a defect in title thereto, then the City shall be obligated, subject to the option provided in Section 7.3 hereof and 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 2020 Real Property and the 2020 Facilities. Subject to the provisions of Section 7.3 hereof, 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, 3.7 or 3.8, 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. Except as set forth in Section 7.3 hereof, all Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of the 2020 Real Property or the 2020 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 2020 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 2020 Facilities referred to above, the City shall be responsible, subject to the option contained in Section 7.3 hereof, for the completion of the work and the payment of any cost in excess of the amount of the Net Proceeds. 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 Bonds, nor shall the City be entitled to any diminution of any Installment Payments payable under this Purchase and Use Agreement.

SECTION 7.3. Discharge of Obligation to Repair or Replace the 2020 Real Property and the 2020 Facilities. If, as a result of the occurrence of an event described in Section 7.1 hereof, (a) any part of the 2020 Real Property or the 2020 Facilities is totally destroyed or is damaged to such an extent that the rebuilding or repairing of such part of the 2020 Facilities would be impracticable, (b) there is discovered a material defect in the construction of the 2020 Facilities or any portion thereof that renders the 2020 Real Property, the 2020 Facilities or such portion unusable by the City for its intended purposes, (c) all or substantially all of the 2020 Real Property or the 2020 Facilities is taken by eminent domain or (d) the City is deprived of the use of any part of the 2020 Real Property or the 2020 Facilities by reason of a defect in title thereto, the City may elect to apply the Net Proceeds of applicable insurance policies, performance bonds or condemnation awards as a prepayment of Installment Payments and the discharge of its obligations with respect to Sections 7.1 and 7.2 hereof. Such an election may be made by written notice to the Corporation and the Trustee within 90 days of the occurrence of an event described in (a) through (d) above. Upon any such prepayment, the amount thereof shall be applied to redeem Series 2020 Bonds at the earliest practicable date pursuant to Section 4.1(b) of the Trust Agreement, the Purchase Price shall be recalculated to take account of such prepayment, title to the affected part of the 2020 Real Property or the 2020 Facilities (if applicable) shall be deemed transferred to the City and in the event of any future partition under Section 2.4 hereof, such affected part of the 2020 Real Property or the 2020 Facilities (if applicable) shall be automatically assigned to the City. If at any time the amount to be applied as a prepayment hereunder shall exceed the redemption price of the Series 2020 Bonds, the Series 2020 Bonds shall be redeemed, title to all the 2020 Facilities shall be transferred to the City and any amounts not required for the redemption of the Series 2020 Bonds and payment of other expenses and amounts under the Trust Agreement shall be paid to the City.

SECTION 7.4. 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 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 or 7.3 hereof and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the 2020 Real Property, the 2020 Facilities or any portion thereof and in the enforcement of all warranties relating to the 2020 Real Property or the 2020 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 2020 Facilities or any

portion thereof without the written consent of the City and the Trustee.

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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 (5) days after the same is due (provided, however, that 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 2020 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 10 days after the same is due; 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 reasonable 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 may terminate the term of this Purchase and Use

Agreement and shall give notice to the City to vacate the Corporation Facilities within 31 days from the date of such notice. 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 Section 4.7 hereof.

Subject to the terms of the Trust Agreement and 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 2020 Real Property and the 2020 Facilities under this Purchase and Use Agreement, the Security Documents and the Trust Agreement, 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.

In addition, the Trustee may, or at the direction of the Holders of the majority in aggregate principal amount of the Outstanding Bonds and, upon being indemnified as provided in Section 6.2(j) of the Trust Agreement, shall, without any further demand or notice, and subject to the terms of the Base Lease, including without limitation, the provisions in Section 4.1 of the Base Lease which provide that the Corporation Facilities shall always be operated for a civic or public purpose, 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 2020 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, and the payment in full of amounts owed to the Bond Insurer, in excess of the principal amount of the Outstanding Bonds 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.

ARTICLE IX CONVEYANCE OF THE 2020 FACILITIES

SECTION 9.1. Optional Purchase of the 2020 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 2020 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 have 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 or such later date as may be acceptable to the Trustee, but in no event later than the 30th 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 2020 Facilities to the City in the manner provided in Section 9.2 hereof.

(b) Partial Prepayment of Installment Payments and Purchase. From and after June 1, _____, 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 Option Price of the 2020 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 or such later date as may be acceptable to the Trustee, but in no event later than the 30th 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 2020 Facilities pursuant to Section 9.1(a) 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 2020 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.

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 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 up or cause to be delivered up peaceable possession of such of the 2020 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 Columbia, South Carolina
Attn: City Manager
1737 Main Street
Columbia, South Carolina 29201

If to the Corporation:

Columbia Facilities Corporation
c/o City of Columbia, South Carolina
Attn: City Manager
1737 Main Street
Columbia, South Carolina 29201
(with copy to the City as described above)

If to the Trustee:

Attention: Corporate Trust Department

[If to the Bond Insurer:]

Duplicate copies of each notice, request, complaint, demand or other instrument or document given hereunder by the Corporation 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.

SECTION 10.4. Assignments. Except as expressly provided in the Trust Agreement, 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 [and the Bond Insurer, if applicable]. 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 Holder of any Bond, 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 2020 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 Moody's or 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) to add additional property (including Additional Real Property) to the description of the 2020 Real Property described in Exhibit A hereto, consistent with amendments made pursuant to Section 3.1 of the Base Lease, (ii) under the conditions specified in Section 5.1(c) hereof, to add, delete or modify 2020 Real Property in connection with a release or substitution (as applicable) of other 2020 Real Property, (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 any of the foregoing amendments.

Notwithstanding anything herein to be the contrary, the parties hereto may execute such amendment or 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 or Permitted Encumbrances applicable thereto 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, the Bond Insurer and the Holders of 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 of South Carolina.

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.

**[ARTICLE XI
PROVISIONS RELATED TO POLICY]**

[Signature pages to follow]

DRAFT

WITNESS the due execution of this Installment Purchase and Use Agreement effective as of the date first above written.

(SEAL)

CITY OF COLUMBIA,
SOUTH CAROLINA

WITNESSES:

By: _____
Mayor

Attest: _____
Clerk to Council

(SEAL)

COLUMBIA FACILITIES CORPORATION

WITNESSES:

By: _____
President

Attest: _____
Secretary

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath says that (s)he saw City of Columbia, South Carolina, by its duly authorized Mayor and Clerk to Council, sign, seal and as its act and deed, deliver the foregoing Installment Purchase and Use Agreement and that (s)he together with the other witness subscribed above, witnessed the execution thereof.

 Witness

SWORN TO AND SUBSCRIBED BEFORE ME
 this ____ day of _____, 2020

 Name: _____
 Notary Public for South Carolina
 My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath says that (s)he saw Columbia Facilities Corporation by its duly authorized President and Secretary, sign, seal and as its act and deed, deliver the foregoing Installment Purchase and Use Agreement, and that (s)he together with the other witness subscribed above, witnessed the execution thereof.

 Witness

SWORN TO AND SUBSCRIBED BEFORE ME
 this ____ day of _____, 2020

 Name: _____
 Notary Public for South Carolina
 My Commission Expires: _____

EXHIBIT A**DESCRIPTION OF THE 2020 PROJECTS
AND THE ANCILLARY PROJECTS**

The proceeds of the Series 2020 Bonds are expected to be applied to defray the costs of the following projects:

2020 Projects**Cost**

Municipal Complex – Acquisition, Renovation
and Equipment Costs

\$ _____

Ancillary Projects**Cost**

Various Construction and Renovation Projects, Land
Acquisition Costs and Costs Associated with Acquisition
or Lease of Security Cameras or Video Surveillance Services

\$ _____

Note: All construction or expenditure amounts are estimated.

EXHIBIT B**LEGAL DESCRIPTION OF THE 2020 REAL PROPERTY**

All those pieces, parcels or lots of land excluding all improvements located or to be located thereon and being more particularly described as follows:

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EXHIBIT B-1**CONVEYED IMPROVEMENTS**

All existing improvements located on the 2020 Real Property.

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EXHIBIT C
PERMITTED ENCUMBRANCES

DRAFT

Attachment: 2020-095 \$57,250,000 Installment Purchase Revenue Bonds (6249 : Ordinance No.: 2020-095 Authorizing 2020 Installment

EXHIBIT D**VALUATION OF 2020 FACILITIES AND
PERCENTAGES THEREOF PURCHASED FROM BASE PAYMENTS**Name of FacilityAssigned Values*

Municipal Complex – 1401 Main Street

* Represents appraised values [including renovation and upfit costs] determined as of the execution date of this Purchase and Use Agreement by the _____ [insurance].

<u>Payment Date</u>	<u>Base Payments Allocated to Purchase Price</u>	<u>Percentage of 2020 Facilities Purchased</u>	<u>Payment Date</u>	<u>Base Payments Allocated to Purchase Price</u>	<u>Percentage of 2020 Facilities Purchased</u>
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EXHIBIT E**BASE PAYMENTS SCHEDULE**

<u>Year</u>	<u>May 20,</u>	<u>November 20,</u>
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EXHIBIT F
CONTINUING DISCLOSURE UNDERTAKING

EXHIBIT D

Form of Trust Agreement

TRUST AGREEMENT

between

COLUMBIA FACILITIES CORPORATION

and

as Trustee

\$ _____
**Columbia Facilities Corporation
Installment Purchase Revenue Bonds
(City of Columbia Project) Series 2020**

Dated _____, _____

INDEX

(This Index is not a part of the Trust Agreement but rather is for convenience of reference only)

Page Preambles	1
Granting Clauses	2

ARTICLE I DEFINITIONS

SECTION 1.1. Definitions	4
SECTION 1.2. Interpretation	15
SECTION 1.3. Captions and Headings	15

ARTICLE II RECITALS AND REPRESENTATIONS

SECTION 2.1. Base Lease and Purchase and Use Agreement	15
SECTION 2.2. Installment Payments	16
SECTION 2.3. Assignment and Conveyance	16
SECTION 2.4. Powers and Trusts Granted	16
SECTION 2.5. Other Security Documents	16

ARTICLE III AUTHORIZATION AND TERMS OF BONDS

SECTION 3.1. Principal Amount of Bonds; Designation of Bonds; Conditions to Delivery	17
SECTION 3.2. Purposes	18
SECTION 3.3. Maturity Schedule; Date; Interest Rates	18
SECTION 3.4. Provisions Relating to Additional Bonds; Conditions for Issuance	18
SECTION 3.5. Payment of Principal and Interest	19
SECTION 3.6. Denomination; Numbering	20
SECTION 3.7. Paying Agent	20
SECTION 3.8. Form of Bonds	20
SECTION 3.9. Execution of Bonds	20
SECTION 3.10. Authentication	20
SECTION 3.11. Medium of Payment	21
SECTION 3.12. Mutilated, Lost, Stolen or Destroyed Bonds	21
SECTION 3.13. Transfer and Registry; Persons Treated as Owners	21
SECTION 3.14. Interchangeability of Bonds	21
SECTION 3.15. Regulations With Respect to Exchanges and Transfer	21
SECTION 3.16. Cancellation and Destruction of Mutilated, Paid or Surrendered Bonds	22
SECTION 3.17. Book-Entry System	22
SECTION 3.18. Tax Covenants of Corporation	23

ARTICLE IV REDEMPTION OF BONDS

SECTION 4.1. Redemption of Bonds	26
--	----

SECTION 4.2.	Notice of Redemption	28
SECTION 4.3.	Payment of Redeemed Bonds.....	28
SECTION 4.4.	Purchase of Bonds	28

ARTICLE V PROVISIONS AS TO FUNDS AND PAYMENTS

SECTION 5.1.	Deposit of Money	26
SECTION 5.2.	Creation of Project Fund	27
SECTION 5.3.	Disbursements from and Records of Project Fund.....	27
SECTION 5.4.	Completion of 2020 Projects.....	28
SECTION 5.5.	Creation of Bond Fund, Facilities Purchase Account and Reserve Account	28
SECTION 5.6.	Creation of Repair and Replacement Fund	30
SECTION 5.7.	Investments.....	30
SECTION 5.8.	Moneys to be Held in Trust.....	32
SECTION 5.9.	Nonpresentment of Bonds	32
SECTION 5.10.	Repayment to City from Bond Fund	32

ARTICLE VI TRUSTEE

SECTION 6.1.	Trustee's Acceptance and Responsibilities	35
SECTION 6.2.	Certain Rights and Obligations of the Trustee	36
SECTION 6.3.	Fees, Charges and Expenses of Trustee	39
SECTION 6.4.	Intervention by Trustee	39
SECTION 6.5.	Successor Trustee	39
SECTION 6.6.	Resignation by Trustee	40
SECTION 6.7.	Removal of Trustee	40
SECTION 6.8.	Appointment of Successor Trustee.....	40
SECTION 6.9.	Dealing in Bonds	41
SECTION 6.10.	Representations, Agreements and Covenants of Trustee	41
SECTION 6.11.	Right of Trustee to Pay Taxes and Other Charges	42

ARTICLE VII DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND HOLDERS

SECTION 7.1.	Defaults; Events of Default	42
SECTION 7.2.	Notice of Default	42
SECTION 7.3.	Remedies; Rights of Holders.....	43
SECTION 7.4.	Right of Holders to Direct Proceedings	44
SECTION 7.5.	Application of Moneys.....	44
SECTION 7.6.	Remedies Vested in Trustee	46
SECTION 7.7.	Rights and Remedies of Holders	46
SECTION 7.8.	Termination of Proceedings	46
SECTION 7.9.	Waivers of Events of Default	46

ARTICLE VIII SUPPLEMENTAL AGREEMENTS

SECTION 8.1.	Supplemental Agreements Generally	47
SECTION 8.2.	Supplemental Agreements Not Requiring Consent of Holders	47
SECTION 8.3.	Supplemental Agreements Requiring Consent of Holders	48
SECTION 8.4.	Consent of City	49
SECTION 8.5.	Authorization to Trustee; Effect of Supplemental Agreement	49
SECTION 8.6.	Opinion of Counsel	50
SECTION 8.7.	Modification by Unanimous Consent	50

ARTICLE IX DEFEASANCE

SECTION 9.1.	Defeasance	50
SECTION 9.2.	Survival of Certain Provisions	51

ARTICLE X ADDITIONAL COVENANTS AND AGREEMENTS OF THE TRUSTEE

SECTION 10.1.	Additional Covenants and Agreements of the Trustee	51
SECTION 10.2.	Observance and Performance of Covenants, Agreements, Authority and Actions	52

ARTICLE XI AMENDMENTS TO BASE LEASE AND PURCHASE AND USE AGREEMENT

SECTION 11.1.	Amendments Not Requiring Consent of Holders	52
SECTION 11.2.	Amendments Requiring Consent of Holders	52

ARTICLE XII MISCELLANEOUS

SECTION 12.1.	Limitation of Rights	53
SECTION 12.2.	Severability	53
SECTION 12.3.	Notices	53
SECTION 12.4.	Suspension of Mail	54
SECTION 12.5.	Payments Due on Saturdays, Sundays and Holidays	54
SECTION 12.6.	Instruments of Holders	55
SECTION 12.7.	Priority of this Trust Agreement	55
SECTION 12.8.	Extent of Covenants; No Personal Liability	55
SECTION 12.9.	Reserved	55
SECTION 12.10.	Binding Effect	55
SECTION 12.11.	Counterparts	55
SECTION 12.12.	Governing Law	56
SECTION 12.13.	Limitation of Liability of Corporation	56

[ARTICLE XIII]

PROVISIONS RELATED TO INSURANCE POLICY]

SIGNATURES

EXHIBIT A -	Form of Series 2020 Bonds	A-1
EXHIBIT B -	Form of Requisition	B-1
EXHIBIT C -	Form of Final Requisition.....	C-1

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TRUST AGREEMENT

This TRUST AGREEMENT dated _____, _____ (the "Trust Agreement") is made by and between COLUMBIA FACILITIES CORPORATION (the "Corporation"), a nonprofit corporation organized and existing under the laws of the State of South Carolina, and _____, as trustee (the "Trustee"), a national banking association duly organized and validly existing under the laws of the United States, with a corporate trust office located in _____, _____.

WITNESSETH:

WHEREAS, City of Columbia, South Carolina (the "City") is simultaneously herewith entering into a Base Lease and Conveyance Agreement dated of even date herewith (the "Base Lease") with the Corporation, pursuant to which it has leased and will lease certain real property as more particularly described in Exhibit A attached to the Base Lease, as such Exhibit A may be amended from time to time (the "2020 Real Property"), and has conveyed or will convey the Conveyed Improvements (as defined in the Base Lease) described on Exhibit B attached to the Base Lease, to the Corporation; 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 (1) the Corporation has agreed to make certain improvements comprising the 2020 Projects (as defined herein), which 2020 Projects will be located on the 2020 Real Property (the 2020 Projects are hereinafter included in the definition of 2020 Facilities as defined in the Purchase and Use Agreement), and (2) the City has agreed to purchase the 2020 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 2020 Facilities pending completion of the payment therefor; and

WHEREAS, the Corporation has agreed to pay the City the Base Lease Rent (as defined in the Base Lease) which is expected to be used by the City to refund the Bonds to be Refunded and defray the costs of the Ancillary Projects (as defined herein), which Ancillary Projects will not be located on the 2020 Real Property and will not be subject to either the Base Lease or the Purchase and Use Agreement; and

WHEREAS, in order to defray the costs of the 2020 Projects and to pay the Base Lease Rent, the Corporation will issue \$_____ of its Installment Purchase Revenue Bonds (City of Columbia Project) Series 2020, dated of even date herewith (the "Series 2020 Bonds"), pursuant to the terms of this Trust Agreement; and

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 (the "Additional Bonds" and, together with the Series 2020 Bonds, 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, payment of the scheduled principal and interest on the Series 2020 Bonds will be guaranteed by a municipal bond insurance policy (the "Policy") issued by _____ (the "Bond Insurer"); 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 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 Clause First

All right, title and interest of the Corporation in and to 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 2020 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, including all of the right, title, and interest of the Corporation in and to (a) all of 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 2020 Facilities, including, without limiting the generality of the foregoing, rents and revenues under any and all leases of the 2020 Real Property or the 2020 Facilities or any agreement for the operation or management of the 2020 Real Property or the 2020 Facilities, and (b) all leases of all or part of the 2020 Facilities 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 2020 Facilities, the 2020 Real Property or any part thereof.

Granting Clause Third

All of the Corporation's rights with respect to any contracts for the construction or acquisition of

the 2009 Projects, including without limitation the Acquisition and Construction Contracts (as defined in the Purchase and Use Agreement); any insurance or condemnation proceeds with respect to the 2020 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 (including Other Funds and Accounts) created pursuant to this Trust Agreement (except such funds and accounts as may be created by the Trustee 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 that 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 Base Payments (as defined herein) by the City when payable, according to the true intent and meaning thereof and of this Trust Agreement; 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 Facilities Purchase Account and Reserve Account 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, or the Outstanding Bonds of a particular series shall have been paid and discharged in accordance with Article IX hereof; 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. Capitalized terms not otherwise defined herein shall have the meanings provided therefor in the Purchase and Use Agreement or the Base Lease, as the context would allow. In addition, the following terms shall have the meanings set forth below:

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

“2020 Facilities Purchase Sub-Account” means the subaccount by that name established in the Facilities Purchase Account of the Bond Fund.

“2020 Real Property” shall have the meaning set forth in the Recitals hereof.

[“2020 Reserve Requirement” means as of the date of delivery of the Series 2020 Bonds, the least of (i) ten percent of the principal amount of the Series 2020 Bonds (less any original issue discount when such original issue discount represents more than a de minimis amount); (ii) the greatest remaining principal and interest requirements with respect to the Series 2020 Bonds for any Fiscal Year; or (iii) 125 percent of the average remaining principal and interest requirements with respect to the Series 2020 Bonds for any Fiscal Year.]

“2020 Reserve Sub-Account” means the subaccount by that name established in the Reserve Account of the Bond Fund.

“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 under the terms of this Trust Agreement.

“Additional Facilities” means any public facilities of the City proposed to be acquired, constructed or improved by the Corporation with the proceeds of Additional Bonds 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) charged by the program administrator of the South Carolina Association of Government Organizations or any other reasonable 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.

“Ancillary Projects” shall have the meaning set forth in the Purchase and Use Agreement.

“Authorized Financial Representative” means such person designated by the Corporation and 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 or Custodian, as applicable, in funds and accounts established under this Trust Agreement, which designation may be evidenced by a written certificate or letter signed by any officer of the Corporation and the City Manager or Assistant City Manager for Finance and Economic Services of the City delivered to the Trustee or Custodian, as applicable, and may be revoked, rescinded or replaced by a similar certificate or letter at any time.

“Base Lease” means the Base Lease and Conveyance Agreement dated of even date herewith, between the City and the Corporation, as the same may be amended, modified or 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 an Initial 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 by 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 Initial 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 of tax-exempt finance as shall be acceptable to the Trustee.

“Bond Fund” means the Bond Fund established pursuant to Section 5.3 hereof.

“Bond Insurer” means _____ or any successor thereto, as issuer of the Policy.

“Bond Payment Date” means _____ 1 and _____ 1 of each year, on and after _____ 1, 2020, while there are any unpaid or Outstanding Bonds.

“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 City of Columbia, 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 City Manager or Assistant City Manager for Finance and Economic Services of the City. 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 Columbia Facilities Corporation, a nonprofit corporation formed under the laws of the State, 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.

“Custodian” shall have the meaning set forth in Section 5.2 hereof.

“Defeasance Obligations” means (a) cash; or (b) Permitted Investments that are (1) Government Obligations (provided that, with respect to Government Obligations of agencies, only securities which are fully guaranteed as to the timely payment of principal and interest by the United States of America issued by the following agencies may be eligible: (A) U.S. Export-Import Bank; direct obligations or fully guaranteed certificates of beneficial ownership, (B) Farmers Home Administration: certificates of beneficial ownership; (C) Federal Financing Bank; (D) General Services Administration: participation certificates; (E) U.S. Maritime Administration: guaranteed Title XI financing; (F) U.S. Department of Housing and Urban Development: project notes; (G) Local Authority bonds; (H) New Communities Debentures - U.S. government guaranteed debentures; or (I) U.S. Public Housing notes and bonds - U.S. government guaranteed public housing bonds), or (2) senior lien bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued as senior obligations by the Federal Home Loan Bank Board; or (c) any legally permissible combination of any of the foregoing. Defeasance Obligations must be noncallable.

“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 reasonable expenses properly incurred by the Trustee under this Trust Agreement, other than Ordinary

Services and Ordinary Expenses.

“Facilities Purchase Account” means the account of such name within the Bond Fund established pursuant to Section 5.3 hereof.

“Favorable Opinion of Bond Counsel” means, with respect to any requested action under this Trust Agreement, a written legal opinion of Bond Counsel, addressed to the Corporation, the Trustee and the City, to the effect that such action is authorized or permitted under this Trust Agreement and will not adversely impact the exclusion of interest on the Series 2020 Bonds from gross income for purposes of federal income taxation (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.]

“Financed Facilities” means the 2020 Facilities.

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

“Government Obligations” means any of the following:

(a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;

(b) non-callable U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – “SLGS”); and

(c) non-callable direct obligations of the U.S. Treasury which have been stripped by the U.S. Treasury; and

(d) prerefunded municipal bonds which are rated “Aaa” by Moody’s or “AAA” by S&P.

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

“Initial Bonds” means the Series 2020 Bonds initially issued under the Book-Entry System as provided in Section 3.17 hereof.

“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.

[“Insurer Default” means (A) the Bond Insurer fails to make any payment under the Policy when due and owing in accordance with its terms; or (B) the Bond Insurer (i) voluntarily commences any proceeding or files any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consents to the institution of or fails to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) applies for or consents to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) files an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) makes a general assignment for the benefit of creditors, or (vi) takes action for the purpose of effecting any of the foregoing; (C) the Policy is declared null and void or unenforceable in a final

determination by a court of law; or (D) any state or federal agency or instrumentality orders the suspension of payments on the Policy or obtains an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of the Bond Insurer (including without limitation under the New York Insurance Law).]

“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.

“Other Funds and Accounts” shall have the meaning set forth in Section 5.3(h) hereof.

“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.

“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 (a) any one or more of the investments now or hereafter permitted by applicable State law, including but not limited to Sections 6-5-10 or 11-1-60, Code of Laws of South Carolina 1976, as amended and in effect from time to time (with respect to the investment of funds of a political subdivision); and (b) the South Carolina Pooled Investment Fund or similar State administered pool investment fund or as otherwise may be limited pursuant to a Supplemental Agreement; provided, however, that for purposes of clarification, Permitted Investments may include the following securities but may also be modified in a Supplemental Agreement with respect to a particular series of Bonds:

(a) Government Obligations, which are also:

(i) direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America (“United States Treasury Obligations”),

(ii) obligations fully and unconditionally guaranteed as to timely payment of principal

and interest by the United States of America,

(iii) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or

(iv) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated;

(b) Federal Housing Administration debentures;

(c) The listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America:

(i) Federal Home Loan Mortgage Corporation (FHLMC) obligations,

(ii) Participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts) - Senior Debt obligations,

(iii) Farm Credit Banks (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives) - Consolidated system-wide bonds and note,

(iv) Federal Home Loan Banks (FHL Banks) - Consolidated debt obligations,

(v) Federal National Mortgage Association (FNMA) Senior debt obligations and mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts),

(vi) Student Loan Marketing Association (SLMA) Senior debt obligations (excluded are securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date),

(vii) Financing Corporation (FICO) - Debt obligations, and

(viii) Resolution Funding Corporation (REFCORP) - Debt obligations;

(d) Unsecured certificates of deposit, time deposits, and bankers' acceptances (having maturities of not more than 30 days) of any bank the short-term obligations of which at the time of investment are rated "A-1" or better by S&P, including the Trustee or its affiliates;

(e) Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks which have capital and surplus of at least \$5 million, including the Trustee or its affiliates;

(f) Commercial paper (having original maturities of not more than 270 days) rated (at the time of purchase) "A-1+" by S&P and "Prime-1" by Moody's;

(g) Money market funds rated (at the time of purchase) “AAm” or “AAm-G” by S&P, or better, including those offered by the Trustee or its affiliates;

(h) State Obligations;

(i) Pre-refunded municipal obligations rated “AAA” by S&P and “Aaa” by Moody's meeting the following requirements:

(i) (A) the municipal obligations are not subject to redemption prior to maturity or (B) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions,

(ii) the municipal obligations are secured by cash or United States Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations,

(iii) the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations (“Verification”),

(iv) the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligation,

(v) no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification, and

(vi) the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent;

(j) Repurchase agreements with (1) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least “A-” or “A3” by S&P and Moody's; or (2) any broker-dealer with “retail customers” or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least “A-” or “A3” by S&P and Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated “A-” or “A3” or better by S&P and Moody's, provided that:

(i) The market value of the collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain, if applicable, an “A-” or “A3” rating in an “A-” or “A3”-rated (as applicable) structured financing (with a market value approach) or, if not applicable, at levels satisfactory to the Corporation;

(ii) The Trustee or a third party acting solely as agent therefor or for the Corporation (the “Holder of the Collateral”) has possession of the collateral or the collateral has been transferred to the Holder of the Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

(iii) The repurchase agreement states and an opinion of counsel is rendered at the time such collateral is delivered that, to the extent permitted by law in effect in the State, including the

Uniform Commercial Code, the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

(iv) All other requirements, if any, of S&P or Moody's (as applicable) in respect of repurchase agreements are met; and

(v) The repurchase agreement provides that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P and "A3" by Moody's, as appropriate, the provider must, at the direction of the Corporation or the Trustee, within ten days of receipt of such direction, repurchase all collateral and terminate the agreement, with no penalty or premium to the Corporation or Trustee.

Notwithstanding the above, if a repurchase agreement has a term of 270 days or less (with no evergreen provision), collateral levels need not be as specified in (i) above, so long as such collateral levels are 103% or better and the provider is rated at least "A" by S&P or Moody's, respectively;

(k) Investment agreements with a domestic or foreign bank or corporation (other than a life or property casualty insurance company) the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline municipal bond insurance company, claims paying ability, of the guarantor is rated at least "AA" by S&P or "Aa" by Moody's; provided that, by the terms of the investment agreement:

(i) interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service (or, if the investment agreement is for the construction fund, construction draws) on such Series of Bonds;

(ii) the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days' prior notice; and the Corporation and the Trustee agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;

(iii) the investment agreement states that is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel states that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

(iv) the Corporation or the Trustee receives the opinion of domestic counsel (which opinion is addressed to the Corporation) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to, the Corporation;

(v) the investment agreement provides that if during its term

(A) the provider's rating by either S&P or Moody's falls below "AA-" and "Aa3," as appropriate, the provider will, at its option, within ten days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with applicable State and federal laws (other than by means of entries on the provider's books) to the Corporation, the Trustee or the Holder of the

Collateral, collateral free and clear of any third-party liens or claims the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (ii) repay the principal of and accrued but unpaid interest on the investment, and

(B) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" and "A3," as appropriate, the provider must, at the direction of the Corporation or the Trustee, within ten days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the Corporation or Trustee;

(vi) the investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that, to the extent permitted by law in effect in the State, including the Uniform Commercial Code, the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

(vii) the investment agreement must provide that if during its term

(A) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the Corporation or the Trustee, be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Corporation or Trustee, as appropriate, and

(B) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Corporation or Trustee, as appropriate.

"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.

["Policy" means the municipal bond insurance policy issued by the Bond Insurer, relating to the Series 2020 Bonds.]

"Principal Office" used with respect to the Trustee in its capacity as Trustee or Paying Agent, means the designated office of the Trustee, initially its corporate trust office located in _____, _____, at which the Trustee conducts corporate trust business.

"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, modified or 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.

“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.

“Repair and Replacement Fund” means the Repair and Replacement Fund established pursuant to Section 5.4 hereof.

“Reserve Account” means the account of such name, if any, within the Bond Fund established pursuant to Section 5.3 hereof.

“Reserve Requirement” means, with respect to the Series 2020 Bonds, the 2020 Reserve Requirement and, with respect to a series of Additional Bonds, such reserve requirement (if any) 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 5.3(g) hereof.

“Reserved Rights” means the Corporation’s rights pursuant to Sections 4.2, 4.4 and 4.5 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 2020 Facilities, (iii) any monies and investments in the Bond Fund (including the Facilities Purchase Account and the Reserve Account) and the Repair and Replacement Fund, and (iv) all income and profit from the investment of the foregoing moneys.

“S&P” means Standard & Poor's Credit Markets Service, a Division of The McGraw-Hill Companies, 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” means, 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 Bond” or “Series 2020 Bonds” means \$_____ Installment Purchase Revenue Bonds (City of Columbia Project) Series 2020, of the Corporation; dated of even date herewith, 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.

“State” means the State of South Carolina.

“State Obligations” means:

(i) direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of such state, subdivision or agency thereof, the unsecured general obligation debt of which is rated “A3” by Moody’s and “A” by S&P, or better, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated,

(ii) direct general short-term obligations of any state agency or subdivision or agency thereof described in (i) above and rated “A-1+” by S&P and “MIG-1” by Moody’s, and

(iii) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or other subdivision or political unit thereof, rated “AA” or better by S&P and “Aa” or better by Moody’s.

“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 _____, _____, by and between the Corporation and the Trustee, as the same may be amended, modified or supplemented by any Supplemental Agreement.

“Trust Estate” means the Trust Estate described in the Granting Clauses hereto.

“Trustee” means _____, or any successor Trustee that may become the Trustee pursuant to the applicable provisions of this Trust Agreement.

“Underwriter” means _____, as Underwriter.

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 Code of Laws of South Carolina 1976, as amended, 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 are simultaneously herewith entering into (i) the Base Lease under which the City is leasing its interest in the 2020 Real Property, and is conveying its interest in the Conveyed Improvements owned by it, to the Corporation and (ii) the Purchase and Use Agreement under the terms of which the City has arranged with the Corporation for the acquisition and installation, renovation, construction and reconstruction, and for the sale to and use and occupancy by the City, of the 2020 Real Property and 2020 Facilities (as applicable).

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 2020 Facilities, 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, and provide copies of such financing statements to the Trustee. The Trustee shall prepare and file any restatements, extensions, continuations, renewals or amendments thereof for which the Trustee is the secured party, 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 and

to the extent the pertinent facts necessitating any such restatements, extensions, continuations, renewals or amendments thereof are known to a responsible office of the Trustee, and the Trustee shall provide copies of any such restatements, extensions, continuations, renewals or amendments so filed to the Corporation. 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, 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 the 2020 Facilities and the 2020 Real Property in accordance with all laws, ordinances, rules and regulations, including without limitation, Environmental Laws (as defined in the Purchase and Use Agreement).

(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 2020 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 Series 2020 Bonds; Designation of Series 2020 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 revenue bonds of the Corporation. Upon the execution and delivery hereof, there are hereby authorized the Series 2020 Bonds. Any subsequent Bonds issued on a parity with the Series 2020 Bonds shall be designated “Columbia Facilities Corporation, Installment Purchase [Refunding] Revenue Bonds (City of Columbia Project)” with such further and other designation as may be necessary to

identify such series of Additional Bonds and the purposes therefor.

(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.

(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 to the order of, the Underwriter, 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:

- (i) This Trust Agreement;
- (ii) The Base Lease;
- (iii) The Purchase and Use Agreement; and
- [(iv) The Federal Tax Certificate.]

(d) 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. 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 full faith, credit or taxing power 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 purpose of defraying a portion of the cost of acquisition, construction, renovation and equipping of the 2009 Projects, paying the Base Lease Rent for use by the City to refund the Bonds to be Refunded and to defray the costs of the Ancillary Projects, funding the 2020 Reserve Sub-Account in an amount equal to the 2020 Reserve Requirement and paying certain costs of issuance relating to the Series 2020 Bonds.

SECTION 3.3. Maturity Schedule; Date; Interest Rates. The Series 2020 Bonds shall be dated _____, _____, shall mature on _____ 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) payable on each Bond Payment Date, at the rates set forth below.

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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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, (ii) for the purpose of paying the cost of completing the 2020 Projects, and (iii) 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, and making any changes required to make Additional Real Property subject thereto; (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; (iv) a Favorable Opinion of Bond Counsel; and (v) [while any Series 2020 Bonds are outstanding, the prior written consent of the Bond Insurer; provided, however, that the prior written consent of the Bond Insurer shall not be required with respect to Additional Bonds issued for the purpose of refunding any outstanding Bonds]. There shall also be provided to the Trustee certified copies of a resolution 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 its date of delivery, 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 its date of delivery. 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 3.17 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 3.17 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 Trustee 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 10 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 10 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 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 direct the Trustee to 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. 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 by the Trustee in accordance with its retention policy then in effect and subject to applicable law and regulations, and shall not be reissued. All Bonds so destroyed shall thereafter no longer be considered Outstanding Bonds for any purposes of this Trust Agreement.

SECTION 3.17. Book-Entry System. Notwithstanding anything to the contrary herein, so long as any series of the Bonds are being held under a Book-Entry System pursuant to this Section 3.17, 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 3.17. The Series 2020 Bonds shall be initially issued in the form of a separate, authenticated, fully registered Series 2020 Bond for each 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 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, 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 3.18. 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 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 Federal Tax Certificate.

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 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 and 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 corporation laws of the State and the Financed 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, without the advice 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 2020 Facilities pursuant to Section 2.4 thereof, the City shall have exclusive beneficial possession and use of the Financed Facilities and the 2020 Real Property, including any improvements and additions thereto, equivalent to at least 95% of the fair rental value of the Financed 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 Financed Facilities and the 2020 Real Property or to refund a prior issue of the Corporation's obligations related to the Financed Facilities and the 2020 Real Property.

(d) The City presently has or shall obtain fully unencumbered fee simple title, subject to Permitted Encumbrances, to the Financed 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 Financed Facilities and the 2020 Real Property, including any additions thereto (to the extent the City does not already have such title, possession and use), 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 Financed 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, in the event the Corporation defaults in its payments under the Series 2020 Bonds, the City has the exclusive option to purchase the Financed Facilities and the 2020 Real Property and any additions thereto (to the extent the City does not already have title to, possession and use thereof) for the amount of the Outstanding Series 2020 Bonds and accrued interest to the date of default. The City must, if at all, exercise its option 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 such property.

(f) 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 Financed 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 Financed 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 Financed 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 Financed Facilities, whichever occurs later.

(g) The Council enacted an ordinance on _____, 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 issuance of the Series 2020 Bonds by the Corporation for the purposes of financing the costs of the 2020 Projects and paying the Base Lease Rent to the City, and stating that the City will accept title to the Financed Facilities and the 2020 Real Property, including any additions or improvements thereto (to the extent the City does not already have title to, possession and use thereof), no later than such time as the Series 2020 Bonds are discharged.

(h) The proceeds of fire or other casualty insurance policies received in connection with the damage or destruction to the Financed Facilities and the 2020 Real Property, including any improvements, will be used, subject to the provisions of Section 4.1(b) hereof regarding special optional redemption of the Series 2020 Bonds, to rebuild the Financed Facilities and the 2020 Real Property (as applicable) or to redeem the Series 2020 Bonds or, if all of the Series 2020 Bonds have been paid or defeased under the Trust Agreement, will be remitted to the City.

(i) The Board of Directors of the Corporation (the "Issuer Board") are [initially] appointed by _____, a South Carolina nonprofit public benefit corporation ("_____"), although future directors will be appointed by the Issuer Board. By letter dated _____, _____ was determined by the Internal Revenue Service in November 1997 to be an exempt organization within the meaning of Section 501(c)(3) of the Code and not a private foundation under Section 509(a) of the Code. The

activities of the Corporation hereunder are not unrelated to the charitable purpose of _____ described to the Internal Revenue Service in its application for recognition of its exempt status.] [By letter dated _____, the Corporation was determined by the Internal Revenue Service to be an exempt organization within the meaning of Section 501(c)(3) of the Code and not a private foundation under Section 509(a) of the Code. The activities of the Corporation hereunder are not unrelated to the charitable purpose of the Corporation described to the Internal Revenue Service in its application for recognition of its exempt status.][The Corporation intends to apply to the Internal Revenue Service for a determination that it is also an exempt organization within the meaning of Section 501(c)(3) of the Code and not a private foundation under Section 509(a) of the Code.]

(j) In the event of any division of the 2020 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 otherwise 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 2020 Facilities. Regulations governing such remedial action are now contained in Section 1.141-12 of the Treasury Regulations.

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 2020 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 on or after _____ 1, _____, may be redeemed in whole or in part at any time on and after _____ 1, _____, by the Corporation at a redemption price equal to the principal amount of the Series 2020 Bonds 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, 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; provided that the Trustee may accept such other assurance from the City or the Corporation as it deems appropriate as to the availability of such funds or may condition any such notice on the receipt of funds at or prior to the date set for redemption.

(b) Special Optional Redemption of Series 2020 Bonds. In the event the City elects to prepay Installment Payments pursuant to the provisions of Section 7.3 of the Purchase and Use Agreement, the Series 2020 Bonds shall be subject to redemption in whole or in part on any date (as selected by the

Trustee at the direction of the Corporation), at a price equal to 100% of the principal amount of the Series 2020 Bonds so redeemed, without premium, plus accrued interest to the date of redemption. Series 2020 Bonds shall be redeemed pursuant to this paragraph (b) in accordance with the procedure set forth in the last paragraph of Section 4.1(a) above and Section 4.2 hereof.

(c) Mandatory Sinking Fund Redemption of Series 2020 Bonds. The Series 2020 Bonds maturing on _____ 1, ____ (the “____ Term Bonds”) 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 either _____ 1 or _____ 1 for each of the years and in each of the amounts as follows:

Series 2020 Bonds Maturing _____ 1,
<u>Date</u> <u>Principal Amount</u>

*Final Maturity

The amounts of any mandatory sinking fund redemptions set forth above will be reduced to the extent the Term Bonds have been purchased by the City or redeemed by the City pursuant to the optional redemption provisions described above, in such manner as the City directs or, absent such direction, on a pro-rata basis.

(d) 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 Trustee shall select the 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 Bonds is Cede & Co., such selection shall be made by DTC.

(e) 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.

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 mailed, 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.

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 deposited in the mail as aforesaid, 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.

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. The City may attempt to purchase Bonds at such time, in such manner and at such price, all as may be specified by the City (or the Authorized Financial Representative on its behalf). At the written direction of the City, the Trustee may purchase Bonds delivered to the Trustee 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 Facilities Purchase 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 Bond Payment Date. Unless directed otherwise by the City (or the Authorized Financial Representative on its behalf), the Trustee shall cancel any such Bonds so purchased. Prior to effecting any purchase hereunder, the Trustee shall be entitled to receive, upon request, a Favorable Opinion of Bond Counsel.

ARTICLE V PROVISIONS AS TO FUNDS AND PAYMENTS

SECTION 5.1. Deposit of Money. In order to assure that the Base Lease Rent and the costs of the 2020 Projects and the Ancillary Projects will be paid without delay and that the 2020 Facilities will continue to be available for lease and occupancy by the City without delay, there shall be deposited with the Trustee the proceeds received from the sale of the Series 2020 Bonds, representing the principal amount of the Series 2020 Bonds, which shall be used as follows:

- (1) \$_____ shall be deposited to the 2020 Reserve Sub-Account, to satisfy the 2020 Reserve Requirement;
- (2) \$_____ shall be paid to the City as an initial payment of Base Lease Rent; and
- (3) the remaining portion of the proceeds from the sale of the Series 2020 Bonds shall be deposited to the Project Fund, of which \$_____ shall be transferred to the Cost of Issuance Account.

SECTION 5.2. Creation of Project Fund and Cost of Issuance Account. There is hereby created as a separate account in the custody of the Trustee or another bank, depository or trust company (each, a “Custodian”) a trust fund designated as the “Project Fund” and a separate account therein designated as the “Cost of Issuance Account.” 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 Account 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.

SECTION 5.3. Disbursements From and Records of Project Fund and Cost of Issuance Account.

(a) Moneys in (1) the Project Fund shall be disbursed for the costs of the 2020 Projects and the initial payment of the Base Lease Rent, and (2) the Cost of Issuance Account 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 or the Custodian, as applicable, shall cause to be kept and maintained adequate records pertaining to the Project Fund and the Cost of Issuance Account and all investments and disbursements of moneys in the Project Fund and the Cost of Issuance Account. After the 2020 Projects and the Ancillary Projects have been substantially completed and a final requisition is filed with the Trustee or the Custodian, as applicable, in accordance with Section 3.4 of the Purchase and Use Agreement, the Trustee or the Custodian, as applicable, shall retain copies of the records pertaining to the Project Fund and disbursements therefrom for inspection upon request of the Corporation or the City.

(b) All disbursements from the Project Fund, except those from the Cost of Issuance Account as provided in subsection (d) below, shall be made by the Trustee or Custodian, as applicable, upon the receipt of a requisition in substantially the form set forth in Exhibit B hereto signed by a Corporation Representative and a City Representative. The Trustee or Custodian, as applicable, shall be entitled to rely on each requisition as conclusive evidence of the City's compliance with the procedure described herein. The Trustee shall have no duty to review or investigate the accuracy of the requisition for other than the form and format.

(c) Upon the substantial completion of the 2020 Projects, the Corporation shall submit to the Trustee or Custodian, as applicable, a final requisition in substantially the form set forth in Exhibit C hereto signed by a Corporation Representative and a City Representative in the total amount remaining owing for costs of the 2020 Projects, including all applicable retainages. Upon the receipt of the final requisition, the Trustee or Custodian, as applicable, shall promptly disburse the amounts requested therein.

(d) The Trustee or Custodian, as applicable, is hereby authorized to pay from the Cost of Issuance Account of the Project 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 Account of the Project Fund, after payment of all costs of issuance of the Series 2020 Bonds, shall be transferred to the Project Fund generally.

SECTION 5.4. Completion of 2020 Projects. As soon as practicable after the filing with the Trustee or Custodian, as applicable, of the final requisition referred to in Section 5.3(c) hereof, the Trustee or Custodian, as applicable, shall remove any balance then remaining in the Project Fund (other than the amounts required to be retained by the Trustee, as applicable, as described in the said requisition), and the Project Fund shall be closed.

SECTION 5.5. Creation of Bond Fund and Accounts Therein and Other Funds and Accounts Under this Trust Agreement.

(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 a Facilities Purchase 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 each series of the Bonds from the Base Payments to be made by the City to the Trustee under the terms of the Purchase and Use Agreement. Upon the issuance of the Series 2020 Bonds, one subaccount (the 2020 Facilities Purchase Sub-Account) shall be created in the Facilities Purchase Account of the Bond Fund and one subaccount (the 2020 Reserve Sub-Account) shall be created in the Reserve Account of the Bond Fund, each for the benefit of the Series 2020 Bonds. Notwithstanding anything in this Trust Agreement to the contrary, upon the partial refunding of the Series 2020 Bonds, the Trustee shall recalculate the 2020 Reserve Requirement taking into account such refunding. If, at the time of such refunding, there shall exist any amounts in the 2020 Reserve Sub-Account in excess of the 2020 Reserve Requirement, such excess amounts shall be disbursed upon written direction of a Corporation Representative, subject to the provisions of Section 5.5(f)(iii) hereof.

Upon the issuance of any series of Additional Bonds hereunder, (i) one or more separate subaccounts shall 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 Series 2020 Bonds and any 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 Facilities Purchase Account for purposes of making payment on each series of Bonds with the intent being that the Series 2020 Bonds, and any Additional Bonds shall only be payable from the subaccounts of the Facilities Purchase 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 Facilities Purchase Account (or, in the case of the Series 2020 Bonds, the 2020 Facilities Purchase Sub-Account); (ii) second, from the moneys available from the applicable subaccounts of the Reserve Account (or, in the case of the Series 2020 Bonds, the 2020 Reserve Sub-Account); (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 2020 Facilities 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 Facilities Purchase 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 (or, in the case of the Series 2020 Bonds, the 2020 Reserve Sub-Account) to the applicable

subaccount of the Facilities Purchase Account (or, in the case of the Series 2020 Bonds, the 2020 Reserve Sub-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 Facilities Purchase 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 Facilities Purchase Account by the Trustee on or before the Bond Payment Date occurring on _____ 1, ____.

(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 surety bond, insurance policy, letter of credit or other credit facility which do not by their terms expire prior to the maturity date of the Bonds of such series, a replacement surety bond, insurance policy, letter of credit or other credit facility prior to such expiration date must have been received or the applicable subaccount of the Reserve Account must be fully funded. 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 Facilities Purchase Account or for any other use specified by the Corporation.

(h) Notwithstanding anything herein to the contrary, the Trustee shall be entitled to create such other funds and accounts (collectively, "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; provided, however, that (1) the Corporation and the Trustee shall be entitled to enter into such additional agreements relating to the funding, use, investment and disbursement of amounts in the Other Funds and Accounts notwithstanding any other provisions of this Trust Agreement; and (2) with the advice of Bond Counsel, the Corporation, or the Authorized Financial Representative on its behalf, shall be entitled to direct the transfer of amounts from the Bond Fund or the Other Funds and Accounts to one or more accounts related to the payment of arbitrage rebate in connection with the Bonds and direct the use of such accounts for such purpose.

SECTION 5.4. Creation of Repair and Replacement Fund. There is hereby created as a separate account in the custody of the Trustee a trust fund to be designated the "Repair and Replacement Fund." The Trustee shall deposit into the Repair and Replacement Fund as and when received that portion of the Additional Payments so budgeted by the Corporation; provided, however, that the amount so deposited may not in any event cause the amounts to be deposited or credited to the applicable subaccounts of the Facilities Purchase Account of the Bond Fund on such Bond Payment Date to be less than the amounts then due with respect to the applicable series of Bonds. Moneys in the Repair and Replacement Fund shall be used, upon written direction of the Corporation Representative to the Trustee, (a) to build up a reserve for the depreciation of the 2020 Facilities or otherwise for the purpose of restoring or replacing depreciated or obsolete items of the 2020 Facilities, (b) to build up a reasonable reserve for improvements, betterments, and extensions to the 2020 Facilities, other than those necessary to maintain the 2020 Facilities in good repair and working order and (c) to pay any accrued and unpaid Administrative Fees. Moneys in this fund shall be used solely for such purposes, but may be transferred at the written direction of the Corporation Representative whenever necessary to the Bond Fund to pay the principal or premium, if any, of or interest on any Bonds or to replenish any Reserve Account established therefor.

SECTION 5.5. Investments. Subject in all events to the provisions set forth in Section 5.3(h) hereof:

(a) Moneys in the Project Fund (including the Cost of Issuance Account therein), the Bond Fund, the Repair and Replacement Fund and Other Funds and Accounts shall be invested and reinvested by the Trustee or Custodian, as applicable, in Permitted Investments at the written direction of the Authorized Financial Representative; provided, however, that in the absence of such written direction, funds shall be invested in the _____. Any investments of moneys held to the credit of such funds and accounts 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.

(b) Subject to any written direction from the Authorized Financial Representative, from time to time, the Trustee or Custodian, as applicable, may sell investments and reinvest the proceeds therefrom in Permitted Investments maturing or redeemable or available as required hereunder. The Trustee or

Custodian, as applicable, 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 or Custodian, as applicable. The Trustee or Custodian, as applicable, 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. Subject to Section 5.3(h) hereof, an investment made from moneys credited to the Project Fund (including the Cost of Issuance Account therein), the Repair and Replacement Fund, the Bond Fund or any Other Fund and Account shall, except as may be directed by the Corporation to the Trustee, 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 (including the Cost of Issuance Account therein) or the Repair and Replacement Fund shall be retained therein and applied as other moneys in the Project Fund (including the Cost of Issuance Account therein) or the Repair and Replacement Fund, respectively. Investment income from investment of amounts on deposit in Other Funds and Accounts shall be applied as directed in writing by the Corporation or the Authorized Financial Representative on its behalf.

(d) Investment income from investment of a particular subaccount of the Facilities Purchase 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 or for such other purposes with the advice of Bond Counsel, all 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 Facilities Purchase 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 payable by the City on that date shall be reduced by such amount.

(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 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) The value of the obligations in which money in a fund or account has been invested shall be computed at market value or the amortized cost thereof, whichever is lower, except that in the case of the Reserve Account the value shall be computed at the original cost thereof. The Trustee shall value the investments in the Reserve Account and each subaccount therein on each May 1 and November 1 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 Corporation shall notify the City with a demand that it

restore such Reserve Account or subaccount from any source of legally available and appropriated funds as an Additional Payment to the applicable Reserve Requirement in 12 equal monthly installments in the Fiscal Year immediately following the Fiscal Year in which such valuation is made.

SECTION 5.6. 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 5.7 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 5.7. 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 5.8. Repayment to City from Bond Fund. Except as provided in Section 5.7 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 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; but in the case of any such certificates or opinions which by any provision hereof are required specifically to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the procedural requirements of this Trust Agreement.

(d) After the occurrence of an Event of Default of which the Trustee has knowledge or is deemed to have 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 his or her own affairs.

(e) No provision of this Trust Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own 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 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 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) selected by the Trustee in the exercise of reasonable care. 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 and shall not be answerable for the conduct of the same if appointed with due care, (ii) shall be entitled to the advice of counsel concerning all matters of trusts or powers hereof and duties hereunder, and (iii) may pay reasonable compensation in all cases to all of those attorneys, agents, receivers and employees reasonably 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 in any offering memorandum of other disclosure material,

(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 2020 Real Property or the 2020 Facilities 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 2020 Real Property or the 2020 Facilities, 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 2020 Real Property or the 2020 Facilities 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.

The Trustee shall not be bound to ascertain or inquire as to the observance or performance of any covenants, agreements or obligations on the part of the Corporation or the City under the Purchase and Use Agreement except as set forth hereinafter; but 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. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by 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 2020 Real Property and the 2020 Facilities, 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 may 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 negligence or willful misconduct. The Trustee may take action without such indemnity, and in that case, all of the Trustee's expenses pursuant to Section 6.3 hereof with respect to the Bonds will be reimbursable as provided in the Purchase and Use Agreement.

(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.

(1) 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 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 reasonably and necessarily 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 reasonable extra compensation therefor, determined in accordance with the Trustee's then-current fee schedule, and to reimbursement for reasonable and necessary Extraordinary Expenses incurred in connection therewith. After an Event of Default, the Trustee shall have a lien on the Trust Estate with right of payment prior to payment on account of interest, principal and premium, if any, on the Bonds for such Extraordinary Expenses.

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 and the reasonableness of any fee, charge or 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 negligence or willful misconduct.

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.

SECTION 6.4. Intervention by Trustee. The Trustee may and shall, at the direction of the Holders of at least 25% 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 and 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 may 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.

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 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, 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 25% 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 60 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) be subject to examination by federal or State authorities, (v) have a reported capital and surplus of not less than \$75,000,000, and (vi) 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 2020 Real Property and the 2020 Facilities, (ii) for the discharge of mechanic's and other liens relating to the 2020 Real Property and the 2020 Facilities, (iii) to obtain and maintain insurance for the 2020 Real Property and the 2020 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 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 or by overnight delivery, to the City and the Corporation, within 10 days after the Trustee has knowledge of the Event of Default. If an Event of Default occurs of which the Trustee has notice pursuant to this Trust Agreement, 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 25% 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, including being indemnified as provided therein) 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, may proceed, and upon the written request of the Holders of not less than 25% in principal amount of the Outstanding Bonds, shall proceed, 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 25% 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 therefor, may, 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 Uniform Commercial Code. 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 Uniform Commercial Code 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, applying the standards and subject to the rights 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 and is not unduly prejudicial to the rights of the other bondholders and would not involve the Trustee in personal liability.

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 and any outstanding fees and expenses of the Trustee, shall be applied as follows (provided, however, that amounts on deposit in a subaccount of the Facilities Purchase 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 Bondholder, 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

and any outstanding fees and expenses of the Trustee, 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 Facilities Purchase 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 reasonable 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 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 25% 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 offered 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. At the option of the Trustee, such notification (or notice), request, opportunity and offer 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, in its discretion, the Trustee may waive any Event of Default hereunder and its consequences and shall do so 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 Bond Insurer], the Corporation and the Trustee may

enter into Supplemental Agreements which may 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 additional revenues under this Trust Agreement;
- (d) To accept additional security and instruments and documents of further assurance with respect to the 2020 Real Property and the 2020 Facilities;
- (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, 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) Subject to the prior written consent of the Holders of the Series 2020 Bonds, if required pursuant to Section 3.4(c) hereof, to make provision for the issuance of Additional Bonds as provided for herein, including but not limited to the addition of any provisions related to a subaccount of the Reserve Account of the Bond Fund (or the establishment, maintenance, investment or use thereof) established for such Additional Bonds;
- (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 applicable 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 [and the prior written consent of the Bond Insurer pursuant to Section 13.1(v)], 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 15th 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 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.

Notwithstanding any other provision of this Trust Agreement, for so long as the underwriter or other purchaser of any Bonds issued pursuant to this Trust Agreement is the registered holder or beneficial owner of such Bonds, such underwriter or purchaser is authorized to assent to and consent to any amendments to this Trust Agreement in the same manner and to the extent as the Holders of such Bonds.

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 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 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 Trustee or the Corporation. The Trustee shall not be required to execute a Supplemental Agreement containing provisions adverse to the Trustee.

SECTION 8.6. Opinion of 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 the Bond Insurer, if applicable], and (iii) if required by Section 8.4 hereof, the City.

ARTICLE IX DEFEASANCE

SECTION 9.1. Defeasance.

(a) When principal or redemption price (as the case may be) of, and interest on, any 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 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, or (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 Bonds for the payment of which such moneys or obligations are being held.

(e) Prior to any defeasance becoming effective under this Trust Agreement, there shall have been delivered to the Trustee an opinion of Bond Counsel, satisfactory to the Trustee, to the effect that interest on the Bonds being paid by such defeasance will not become subject to Federal income taxation by reason of such defeasance.

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 25% 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.

(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 [or the Bond Insurer], the Trustee, as trustee and as lessor by assignment, may consent and, at the 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 of or notice to the Holders or the Trustee shall be required with respect to any amendment to add to the description of the 2020 Real Property any property owned or to be acquired by the City (including Additional Real Property) that becomes a part thereof or, except as provided therein, in connection with the granting of easements and releases, modifications and substitutions of property pursuant to Section 3.6 of the Base Lease or Section 5.1(c) of the Purchase and Use Agreement[; provided, however, that nothing in this sentence shall affect the Bond Insurer's right to consent to the actions herein described, if provided by the terms of the Base Lease or Purchase and Use Agreement].

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.

Notwithstanding any other provision of this Trust Agreement, for so long as the underwriter or other purchaser of any Bonds issued pursuant to this Trust Agreement is the registered holder or beneficial owner of such Bonds, such underwriter or purchaser is authorized to assent to and consent to any amendments to the Base Lease and the Purchase and Use Agreement in the same manner and to the same extent as the Holders of such Bonds.

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 Columbia, South Carolina
Attn: City Manager
1737 Main Street
Columbia, South Carolina 29201

If to the Corporation:

Columbia Facilities Corporation
c/o City of Columbia, South Carolina
Attn: City Manager
1737 Main Street
Columbia, South Carolina 29201
(with copy to the City as described above)

If to the Trustee:

Attention: Corporate Trust Department

[If to the Bond Insurer:]

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 [and all notices given by the Corporation, the Trustee or the City hereunder shall be given to the Bond Insurer.] 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.

ARTICLE XIII PROVISIONS RELATED TO POLICY

SECTION 13.1. Policy and Special Provisions Required Thereby. So long as there shall be Series 2020 Bonds Outstanding and no Insurer Default has occurred and is continuing, the Corporation has covenanted, notwithstanding anything in this Trust Agreement (including specifically Section 3.18 hereof) to the contrary, to the Bond Insurer as follows:

[To be inserted]

SECTION 13.2. Claims Upon the Policy.

[To be inserted]

[Signature page to follow]

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(s), on the dates of the respective acknowledgments effective as of the date first written above.

(SEAL)

COLUMBIA FACILITIES CORPORATION

Attest:

By: _____
Its: President

By: _____
Its: Secretary

_____, as Trustee

By: _____
Its: Vice President

EXHIBIT A

[FORM OF SERIES 2020 BOND]

Unless this bond is presented by an authorized representative of The Depository Trust Company, New York, New York ("DTC") to Columbia Facilities Corporation or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Registered
No. R-1

\$ _____

COLUMBIA FACILITIES CORPORATION
INSTALLMENT PURCHASE REVENUE BONDS
(CITY OF COLUMBIA PROJECT)
SERIES 2020

Interest Rate	Maturity Date	Dated Date	CUSIP
_____ %	_____ 1, _____	_____	

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

Columbia 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 Registered Owner 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 _____ 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 _____ 1 and _____ 1 (each a "Bond Payment Date") of each year commencing _____ 1, _____, 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 15th 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 Holders thereof at the address as it appears on the bond register not less than 10 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 _____, 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, initially its corporate trust office located in _____, _____. At the written request addressed to the Trustee of the Holder of 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 United States by prior written instructions filed with the Trustee not later than the Record Date for such purpose.

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 hereafter defined Trust Agreement). The Bonds do not and shall not be deemed to constitute or create an indebtedness, liability or obligation of City of Columbia, South Carolina (the "City") within the meaning of any State constitutional provision or statutory limitation or a pledge of the full faith, credit or taxing power 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 Holders, from time to time, of the Bonds.

This bond is one of a series of Bonds of the Corporation limited in aggregate original face amount to \$_____ and designated as Columbia Facilities Corporation, Installment Purchase Revenue Bonds (City of Columbia Project) Series 2020 (the "Bonds"), issued under an Trust Agreement, dated _____, _____ (the "Trust Agreement"), between the Corporation and the Trustee, to provide funds to finance the costs of acquiring, constructing, renovating, installing and equipping new public facilities (the "2020 Projects") to be sold by the Corporation to the City pursuant to an Installment Purchase and Use Agreement dated _____ (the "Purchase and Use Agreement"), and to provide funds to the City to refund the Bonds to be Refunded (as defined in the Purchase and Use Agreement) and to defray the costs of acquisition, construction, renovation and equipping of public facilities (the "Ancillary Projects") which will not be subject to the Purchase and Use Agreement, all by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and statutes of the State, and pursuant to a resolution duly adopted by the Board of Directors of the Corporation. The City Council of the City has also adopted an ordinance approving the Corporation and the issuance of the Bonds by the Corporation. The City has leased the real property on which the 2020 Projects are or will be located to the Corporation under the terms of a Base Lease and Conveyance Agreement dated _____ (the "Base Lease").

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 Purchase and Use Agreement, 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. As further security for the Bonds, the Trust Agreement

provides a 2020 Reserve Sub-Account in the Reserve Account of the Bond Fund (as such terms are defined in the Trust Agreement). 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 and the other documents referred to herein or therein are on file at the corporate trust office of the Trustee in _____, _____, 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 Registered Owners 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 Registered Owner hereof, by acceptance of this bond, assents.

The Bonds are subject to redemption prior to maturity as provided in the Trust Agreement, 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 on and after _____ 1, _____, will be redeemed in whole or in part on any date, on or after _____ 1, _____, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the redemption date.

(b) In the event the City elects to prepay Installment Payments pursuant to Section 7.3 of the Purchase and Use Agreement, the Bonds shall be subject to redemption in whole or in part on any date (as selected by the Trustee at the direction of the Corporation), at a price equal to 100% of the principal amount of the Bonds so redeemed, without premium, plus accrued interest to the date of redemption.

(c) The Bonds maturing on _____ 1, _____ (the "_____ Term Bonds") 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 either _____ 1 or _____ 1 for each of the years and in each of the amounts as follows:

Bonds Maturing _____ 1, _____
<u>Date</u> <u>Principal Amount</u>

*Final Maturity

The amounts of any mandatory sinking fund redemptions set forth above will be reduced to the extent the Term Bonds have been purchased by the City or redeemed by the City pursuant to the optional redemption provisions described above, in such manner as the City directs or, absent such direction, on a pro-rata basis.

Notice of redemption shall be given by the Trustee by first class mail, postage prepaid, to the

Registered Owners 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 Registered Owner 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 in authorized denominations.

The Bonds are transferable by the Registered Owner 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 in authorized denominations for the same aggregate principal amount payable at maturity will be issued to the transferee in exchange. The Trustee may require a Registered Owner, 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 _____ 1 or December 1. The Corporation, the City, the Trustee and any paying agent may treat the Registered Owner 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 or facsimile signatures of its duly authorized officers, and this bond to be authenticated by the manual or facsimile 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.

COLUMBIA FACILITIES CORPORATION

By: _____
President

(SEAL)

Attest: _____
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

_____, as Trustee

By: _____
Authorized Signatory

STATEMENT OF INSURANCE

[To be inserted]

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

By: _____

(Authorized Officer)

Signature Guaranteed

Notice: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

Notice: The signature to the assignment must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the
entireties

_____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to
Minors Act _____
(State)

JT TEN - as joint tenants with
right of survivorship
and not as tenants in
common

Additional abbreviations may also be used though not in above list.

EXHIBIT B

[FORM OF REQUISITION]

DIRECTION TO MAKE DISBURSEMENT

Requisition No. ____

 Attention: Corporate Trust Department

Re: \$_____ Columbia Facilities Corporation,
 Installment Purchase Revenue Bonds (City of Columbia Project) Series 2020.

Gentlemen:

As Trustee under the Trust Agreement dated _____ (the "Trust Agreement"), between you and Columbia 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 Projects 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 City of Columbia, 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 COLUMBIA, SOUTH CAROLINA

By: _____
City Representative

COLUMBIA FACILITIES CORPORATION

By: _____
Corporation Representative

DRAFT

EXHIBIT C**[FORM OF FINAL REQUISITION]****DIRECTION TO MAKE FINAL DISBURSEMENT**

Requisition No. ____

Attention: Corporate Trust DepartmentRe: \$_____ Columbia Facilities Corporation,
Installment Purchase Revenue Bonds (City of Columbia Project) Series 2020

Gentlemen:

As Trustee under the Trust Agreement dated _____ (the "Trust Agreement"), between you and Columbia Facilities Corporation (and 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 as the case may be, 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 Projects 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 Columbia, 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 Projects are 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 Projects 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 Projects have been substantially completed in accordance with all Acquisition or Construction Contracts (as defined in the Purchase and Use Agreement) and the terms and conditions of the Purchase and Use Agreement, and that the 2020 Projects as completed

comply in all material respects with all applicable governmental regulations. As used in this certificate, “substantial completion” of the 2020 Projects shall mean completion such that a certificate of occupancy has been, or could be, issued notwithstanding the fact that certain minor items of work remain to be done.

Dated this ____ day of _____, 20__.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Representative

COLUMBIA FACILITIES CORPORATION

By: _____
Corporation Representative

EXHIBIT E

Form of Purchase Contract

DRAFT

PURCHASE CONTRACT

\$(PAR)

CITY OF COLUMBIA, SOUTH CAROLINA COLUMBIA FACILITIES CORPORATION INSTALLMENT PURCHASE REVENUE BONDS [TAXABLE] SERIES 2020

[Pricing Date], 2020

City of Columbia, South Carolina
Columbia, South Carolina

Columbia Facilities Corporation
Columbia, South Carolina

Dear Members of City Council and Board of Directors of the Corporation:

The undersigned, [Underwriter] (the “Underwriter”), offers to enter into this Purchase Contract (the “Purchase Contract”) with the City of Columbia, South Carolina (the “City”) and the Columbia Facilities Corporation (the “Corporation”), which, upon the acceptance of this offer and the execution of this Purchase Contract by the City and the Corporation, shall be in full force and effect in accordance with its terms and shall be binding upon the City, the Corporation, and the Underwriter. This offer is made subject to your acceptance of this Purchase Contract on or before 5:00 p.m. local (City of Columbia) time, on [Sale Date], 2020, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to your offices at any time prior to the acceptance hereof by you. All terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Official Statement, the Trust Agreement, or the Continuing Disclosure Agreement (all as hereinafter defined).

1. ***Offer and Sale of Bonds.*** Upon the terms and conditions and upon the basis of the representations and warranties hereinafter set forth, the Underwriter hereby agrees to purchase from the Corporation [\$] aggregate principal amount of the Columbia Facilities Corporation Installment Purchase Revenue Bonds, [Taxable] Series 2020 (the “Series 2020 Bonds”), and the Corporation hereby agrees to sell to the Underwriter all (but not less than all) of the Series 2020 Bonds.

The purchase price for the Series 2020 Bonds shall be \$(Par) (representing the par amount of the Series 2020 Bonds less an Underwriter’s discount of \$[, [plus] [minus] aggregate [net] original issue [premium] [discount] of \$[.]). The Underwriter may change the offering prices of the Series 2020 Bonds at any time and from time to time.

2. ***Authorization and Purposes.*** The Series 2020 Bonds shall be authorized and issued pursuant to the following: (i) Title 33, Chapter 31 of the Code of Laws of South Carolina 1976, as amended (the “South Carolina Nonprofit Corporation Act”); (ii) an ordinance enacted by the City Council of the City (the “City Council”) effective [], 2020 (the “Ordinance”); and (iii) a resolution adopted by the Board of Directors of the Corporation on [], 2020 (the “Resolution”).

Proceeds of the Series 2020 Bonds will be used to finance (i) the costs of the City acquiring certain property to serve as a municipal government complex, on real property owned, or to be owned, or to be acquired, by the City and (ii) the costs of issuing the Series 2020 Bonds.

For the payment of principal of and interest on the Series 2020 Bonds, the Corporation has assigned to the Trustee and granted a security interest in the Trust Estate, which includes, (i) all right, title and interest of the Corporation in and to the Revenues (with certain exceptions) including, without limitation, all Installments Payments and other amounts receivable by or on behalf of the Corporation under the Purchase and Use Agreement, (ii) all of the Corporation's right, title and interest in and to the 2020 Facilities, the Purchase and Use Agreement (except certain reserved rights), the Base Lease and Conveyance Agreement, dated as of [] 1, 2020 ("Base Lease"), between the City, as lessor, and the Corporation, as lessee, and the property rights in the 2020 Real Property and the 2020 Improvements evidenced by the Base Lease, (iii) certain contract rights, proceeds of insurance and condemnation awards from casualty or takings and (iv) all moneys and investments held in certain funds and accounts created under the Trust Agreement.

The City leased the 2020 Real Property and conveyed the 2020 Improvements to the Corporation pursuant to the Base Lease. Under the terms of the Base Lease, the Corporation will pay an amount of \$[.00 representing prepayment of the Base Lease Rent for the Base Lease Term. The City is purchasing the 2020 Facilities from the Corporation pursuant to the Purchase and Use Agreement, which obligates the City to make Installment Payments consisting of (i) semiannual installment payments of purchase price ("Base Payments") to the Corporation in amounts calculated to be sufficient to enable the Corporation to pay, when due, the principal of, premium, if any, and interest on the Series 2020 Bonds, and (ii) Additional Payments due under the Purchase and Use Agreement. The City expects to pay the Installment Payments from [describe] and the proceeds of certain general obligation bonds that will be issued from time to time.

The Series 2020 Bonds shall be dated the date of their delivery, shall mature on such dates and in such principal amounts, shall bear interest at such rates, shall be reoffered at the prices and shall be subject to optional and mandatory sinking fund redemption on the dates and at the prices as are set forth in Exhibit A attached hereto and made a part hereof. The Depository Trust Company ("DTC") shall act as securities depository for the Series 2020 Bonds, which shall be issued in book-entry form only.

3. **Official Statement.** The City and the Corporation have previously provided to the Underwriter copies of the Preliminary Official Statement with respect to the Series 2020 Bonds dated [POS Date], 2020 (the "Preliminary Official Statement"). As of its date, the Preliminary Official Statement has been "deemed final" by the City for purposes of Rule 15c2-12 ("Rule") under the Securities Exchange Act of 1934, as amended ("1934 Act"), except for the information permitted by the Rule to be omitted therefrom. The Official Statement shall be provided for distribution, at the expense of the City, in such quantity as may be requested by the Underwriter no later than the earlier of (i) seven (7) business days after the date of this Purchase Contract or (ii) one (1) business day prior to the Closing Date (as defined herein), in order to permit the Underwriter to comply with the Rule, and the applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"), with respect to distribution of the Official Statement. The City and the Corporation agree to prepare the Official Statement, including any amendments thereto, in word-searchable PDF format as described in the MSRB's Rule G-32 and to provide the electronic copy of the word-searchable PDF format of the Official Statement to the Underwriter no later than one (1) business day prior to the Closing Date to enable the Underwriter to comply with MSRB Rule G-32. The City and the Corporation hereby consent to and ratify the use by the Underwriter of the Preliminary Official Statement and the Official Statement and the information contained therein and authorize the Underwriter to use copies of the Preliminary Official Statement and

the Official Statement and the information contained therein and copies of the Ordinance and the Resolution in connection with the public offering and sale of the Series 2020 Bonds. The Underwriter agrees that it will not confirm the sale of any Series 2020 Bonds unless the confirmation of sale is accompanied or preceded by the delivery of a copy of the final Official Statement pursuant to the rules of the MSRB and that any supplement or amendment to the Official Statement also shall be delivered to the initial purchasers of any Series 2020 Bonds.

4. **Offering.** The Underwriter intends to make an initial bona fide public offering of all the Series 2020 Bonds at not in excess of the public offering price or prices (nor lower than the yield or yields) set forth in Exhibit A hereto and may subsequently change such offering price or prices (or yield or yields) without any requirement of prior notice to the City or the Corporation. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Series 2020 Bonds into investment trusts) and others, as stated in Section 1 above, at prices lower than the public offering price or prices stated.

5. **Representations and Warranties of the City.** The City hereby represents and warrants to the Underwriter that:

(a) The City is a municipal corporation organized and existing under the laws of the State of South Carolina and is a political subdivision within the meaning of Section 103(c)(1) of the Code.

(b) The City is authorized by the laws of the State of South Carolina, including particularly Title 5, Chapter 7 of the Code of Laws of South Carolina 1976, as amended, to enact the Ordinance, to enter into this Purchase Contract, the Base Lease, the Purchase and Use Agreement, and a Disclosure Dissemination Agent Agreement among the City the Corporation and Digital Assurance Certification, LLC, as dissemination agent, dated the date of delivery of the Series 2020 Bonds (the “Continuing Disclosure Agreement”); this Purchase Contract, the Purchase and Use Agreement, the Base Lease, and the Continuing Disclosure Agreement are collectively referred to herein as the “City Agreements.”

(c) The City has full power and authority to consummate the transactions contemplated by the Ordinance, the Official Statement, the other City Agreements, and as otherwise set forth herein.

(d) The City has duly approved and authorized the distribution and use of the Preliminary Official Statement and the delivery and distribution of the Official Statement; the City has delivered the Preliminary Official Statement to the Underwriter, and the City deems the Preliminary Official Statement to be final for the purpose of the Rule except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional [and mandatory] redemption provisions, sources and uses of funds, and delivery date of the Series 2020 Bonds; the Official Statement, as of its date, will be a final official statement as such term is defined in the Rule; and nothing has come to the City’s attention which would lead it to believe that: (i) except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional [and mandatory] redemption provisions, sources and uses of funds, and delivery date of the Series 2020 Bonds, the information contained in the Preliminary Official Statement is not true and correct in all material respects or contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made in the Preliminary Official Statement, in the light of the circumstances under which they were made, not misleading; and (ii) the information to be contained in the Official Statement will not be true and correct in all material respects or will contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Official Statement, in the light of the circumstances under which they are made, not misleading.

(e) The City has duly enacted the Ordinance, and duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Series 2020 Bonds upon the terms set forth herein, in the Ordinance, and in the Official Statement; (ii) the approval of the Official Statement; (iii) the application of the proceeds of the Series 2020 Bonds for the purposes described in the Official Statement; and (iv) the execution, delivery, and receipt of this Purchase Contract, the other City Agreements, and any and all such other agreements and documents as may be required to be executed, delivered, and received by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement.

(f) The City Agreements, when executed and delivered by the City at or prior to the Closing (as defined herein) will constitute legal, valid, and binding obligations of the City enforceable in accordance with their terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditor's rights generally and general principles of equity.

(g) The Series 2020 Bonds and the City Agreements conform, and in the case of the Official Statement, will conform, in all material respects to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement.

(h) The operation of the 2020 Real Property and the 2020 Facilities in the manners 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 2020 Facilities including, without limitation, Environmental Regulations. The City has caused or will cause the 2020 Facilities to be designed in accordance with all applicable federal, state, and local laws or ordinances (including rules and regulations) relating to zoning, planning, building, safety, and environmental quality. 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 2020 Real Property and the 2020 Facilities as proposed to be operated, and all such licenses, permits or other approvals required in connection with the operation of the 2020 Real Property and the 2020 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 2020 Real Property and the 2020 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 2020 Real Property and the 2020 Facilities.

(i) The City, immediately after the Closing, will apply or cause to be applied the proceeds from the sale of the Series 2020 Bonds as specified in the Official Statement and as more fully described in the certificates delivered at the Closing. The City will not knowingly take or omit to take any action, which action or omission, will, in any way, cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Ordinance or the Official Statement or will cause the interest on the Series 2020 Bonds to be includable in gross income for federal income tax purposes.

(j) Except as stated in the Preliminary Official Statement or the Official Statement, there is no action, suit, hearing, proceeding, inquiry, or investigation at law or in equity or before or by any court, public board, agency, or body pending or, to the best of the City's knowledge, threatened against or directly affecting the City (nor, to the knowledge of the City, any meritorious basis therefor), contesting the due organization and valid existence of the City or wherein an unfavorable decision, ruling, or finding would, in any way, adversely affect (i) the transactions contemplated hereby or by the Official Statement or the validity or due enactment of the Ordinance or the validity, due authorization, and execution of this Purchase Contract and the other City Agreements, or any other agreement or instrument to which the City

is a party and which is used or contemplated hereby or by the Official Statement, (ii) the exemption of interest on the Series 2020 Bonds from [federal income taxation] or taxation in South Carolina as described in Paragraph 5(l) below, (iii) the organization, existence, or powers of the City or the title of any of the members of the City Council or any officers of the City, or (iv) the business, properties, or assets or the conditions, financial or otherwise, of the City.

(k) The execution and delivery by the City of the Official Statement, this Purchase Contract, the other City Agreements, and the other documents contemplated hereby and by the Official Statement, and the enactment of the Ordinance and compliance with the provisions thereof, do not and, on the date of Closing, will not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree, or order, or any agreement, indenture, mortgage, or lease by which it is or, on the Closing Date, will be bound.

(l) There is no legislation enacted or, to the best of the City's knowledge, pending, the effect of which would be to remove the exemption of the interest on the Series 2020 Bonds from any taxation under the laws of the State of South Carolina, except inheritance or other transfer taxes and certain franchise taxes.

(m) [Reserved]

(n) If, between the date of this Purchase Contract and the Termination of the Disclosure Period (hereinafter defined), any event shall occur which could reasonably cause or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will at its own expense promptly prepare and furnish to the Underwriter (1) a sufficient number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will supplement or amend the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at such time, not misleading, and (2) if such notification shall be subsequent to the Closing, such legal opinion, certification, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

For purposes of this Purchase Contract:

(i) The "Termination of the Disclosure Period" shall mean the later of (1) the earlier of (x) the ninetieth day following the End of the Underwriting Period (as defined in subparagraph (ii) below) and (y) the time when the Official Statement is available to any person from the MSRB, and (2) the twenty-fifth day following the End of the Underwriting Period; and

(ii) The "End of the Underwriting Period" shall mean the later of (1) the Closing Date, unless the City and the Corporation have been notified in writing by the Underwriter on or prior to the Closing Date that the End of the Underwriting Period for purposes of the Rule will not occur on the Closing Date and (2) the date on which notice is given to the City and the Corporation by the Underwriter in accordance with the following sentence. In the event that the Underwriter has given notice to the City and the Corporation pursuant to clause (1) of this subparagraph (ii) that

the End of the Underwriting Period will not occur on the Closing Date, the Underwriter agrees to notify the City and the Corporation in writing as soon as practicable of the End of the Underwriting Period for purposes of the Rule.

(o) The City has approved the issuance by the Corporation of the Series 2020 Bonds and the sale of the Series 2020 Bonds to the Underwriter.

(p) The City has not as of the date hereof terminated any lease, lease-purchase agreement, or installment purchase agreement to which it has been party by nonappropriation.

(q) Except as otherwise disclosed in the Preliminary Official Statement, the City is in material compliance with the City's undertakings, as provided under the Rule and, to the City's knowledge, the U.S. Securities and Exchange Commission (the "SEC") order dated August 24, 2016 (SEC Release No. 33-10143).

6. ***Representations and Warranties of the Corporation.*** The Corporation hereby represents and warrants to the Underwriter that:

(a) The Corporation is a duly organized and existing non-profit corporation created under the laws of South Carolina, has the requisite power to carry on its present and proposed activities, and has full power, right and authority to enter into this Purchase Contract, the Purchase and Use Agreement, the Series 2020 Bonds, the Trust Agreement, and the Base Lease (collectively, the "Corporation Agreements") and to perform each and all of the obligations of the Corporation provided herein and 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 Contract, the Series 2020 Bonds, the other Corporation Agreements and each of the Project Facilities Contracts to which it is or will be a party.

(c) By proper corporate action, the officers of the Corporation have been duly authorized to execute and deliver the Official Statement, this Purchase Contract, the Series 2020 Bonds, and the other Corporation Agreements.

(d) Each of this Purchase Contract, the Series 2020 Bonds, the other Corporation Agreements and each Project Facilities Contract to which the Corporation is or will be a party 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.

(e) The Corporation has duly approved and authorized the distribution and use of the Preliminary Official Statement and the delivery and distribution of the Official Statement; the Corporation has delivered the Preliminary Official Statement to the Underwriter, and the Corporation deems the Preliminary Official Statement to be final for the purpose of the Rule except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds, and delivery date of the Series 2020 Bonds; the Official Statement, as of its date, will be a final official statement as such term is defined in the Rule; and nothing has come to the Corporation's attention which would lead it to believe that: (i) except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds, and

delivery date of the Series 2020 Bonds, the information contained in the Preliminary Official Statement is not true and correct in all material respects or contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made in the Preliminary Official Statement, in light of the circumstances under which they were made, not misleading; and (ii) the information to be contained in the Official Statement will not be true and correct in all material respects or will contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Official Statement, in light of the circumstances under which they are made, not misleading.

(f) The Corporation, immediately after the Closing, will apply or cause to be applied the proceeds from the sale of the Series 2020 Bonds as specified in the Official Statement and as more fully described in the certificates delivered at the Closing. The Corporation will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Series 2020 Bonds to be applied in a manner other than as provided in the Resolution or the Official Statement or would cause the interest on the Series 2020 Bonds to be includable in gross income for federal income tax purposes.

(g) Except as stated in the Official Statement, there is no action, suit, hearing, proceeding, inquiry, or investigation at law or in equity or before or by any court, public board, agency, or body pending or, to the best of the Corporation's knowledge, threatened against or directly affecting the Corporation (nor, to the knowledge of the Corporation, any meritorious basis therefor) contesting the due organization and valid existence of the Corporation or wherein an unfavorable decision, ruling, or finding would, in any way, adversely affect (i) the transactions contemplated hereby or by the Official Statement or the validity, due authorization, and execution of the Series 2020 Bonds, this Purchase Contract, the other Corporation Agreements, or any other agreement or instrument to which the Corporation is a party and which is used or contemplated hereby or by the Official Statement, (ii) the exemption of interest on the Series 2020 Bonds from federal income taxation or taxation in South Carolina as described in Paragraph 6(j) below, (iii) the organization, existence, or powers of the Corporation or the title of the members of the Board of Directors or any officers of the Corporation to their respective offices, or (iv) the business, properties, or assets or the conditions, financial or otherwise, of the Corporation.

(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) The delivery by the Corporation of the Official Statement and the execution and delivery by the Corporation of this Purchase Contract, the Series 2020 Bonds, the other Corporation Agreements, and the other documents contemplated hereby and by the Official Statement, and the adoption of the Resolution and compliance with the provisions thereof do not and, on the date of Closing, will not conflict with or constitute on the part of the Corporation a breach of or a default under any existing law, court or administrative regulation, decree, or order, or any agreement, indenture, mortgage, or lease by which it is or, on the date of Closing, will be bound.

(j) There is no legislation enacted or, to the best of the Corporation's knowledge, pending, the effect of which would be to remove the exemption of the interest on the Series 2020 Bonds from any taxation under the laws of the State of South Carolina, except inheritance or other transfer taxes and certain franchise taxes.

(k) [Reserved]

(l) If, between the date of this Purchase Contract and the Termination of the Disclosure Period, any event shall occur which could reasonably cause or would cause the Official Statement, as then

supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Corporation shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Corporation will at its own expense forthwith prepare and furnish to the Underwriter (1) a sufficient number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will supplement or amend the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at such time, not misleading, and (2) if such notification shall be subsequent to the Closing, such legal opinion, certification, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(m) Between the time of the Corporation's acceptance hereof and the Closing, the Corporation will not have executed or issued any bonds or notes or incurred any other obligations for borrowed money payable from, or secured by a pledge of, the Installment Payments or other security for the Series 2020 Bonds.

7. **Closing.** At 10:00 a.m., local (City of Columbia) time, on [Closing Date], 2020 (the "Closing Date"), or at such other time or such other date as shall have been agreed upon by the City, the Corporation, and the Underwriter, the Corporation will deliver, or cause to be delivered, to the Underwriter the Series 2020 Bonds, in fully registered form, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Series 2020 Bonds to the Trustee in federal or other immediately available funds (the "Closing"). Time shall be of the essence, and delivery at the time and place specified pursuant to this Purchase Contract is a further condition to the obligations of the Underwriter hereunder.

Payment and delivery of the Series 2020 Bonds as aforesaid shall be made at the offices of the City, or at such other place as the City, the Corporation, and the Underwriter agree upon, provided, however, that the Series 2020 Bonds will be physically delivered to DTC in New York, New York, or, at the direction of DTC, to [], as trustee (the "Trustee") under the terms of a "FAST" closing. Such payment and delivery is herein called the "Closing." The Series 2020 Bonds will be delivered as fully registered bonds in book-entry only form, in the form of one certificate per maturity for each series of the Series 2020 Bonds, and registered in the name of Cede & Co., as nominee for DTC. At the direction of the City and the Corporation, the Trustee shall release or authorize the release of the Series 2020 Bonds at the Closing to the Underwriter upon receipt of payment for the Series 2020 Bonds as aforesaid. 8. **Closing Conditions.** The Underwriter's obligation to purchase the Series 2020 Bonds at the Closing is subject to the following conditions which must be performed in a timely fashion as set forth herein: (i) the performance by the City and the Corporation of their obligations to be performed hereunder, and (ii) the following conditions, including the delivery by the City or the Corporation of such documents as are enumerated herein in form and substance reasonably satisfactory to the Underwriter:

(a) At the time of Closing, (i) the Official Statement shall not have been amended, modified, or supplemented except as may be agreed to by the Underwriter, and the Ordinance and the Resolution shall be in full force and effect and shall not have been amended, modified, or supplemented except as may have been agreed to in writing by the Underwriter, (ii) the proceeds of the sale of the Series 2020 Bonds shall be applied as described in the Official Statement, (iii) all official action of the City and the Corporation related to the Series 2020 Bonds shall be in full force and effect and shall not have been amended, modified, or supplemented except as may have been agreed to in writing by the Underwriter, and (iv) the City and the Corporation shall have duly enacted and there shall be in full force and effect

such proceedings as, in the opinion of Co-Bond Counsel (as defined herein), shall be necessary in connection with the transactions contemplated hereby.

(b) The Underwriter shall have the right to cancel its obligation to purchase the Series 2020 Bonds (and such cancellation shall not constitute a default hereunder by the Underwriter) if between the date hereof and the Closing:

[(i) legislation shall be enacted or be actively considered for enactment by the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by a committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the IRS or other governmental agency shall be made or proposed to be made with respect to federal taxation upon revenues or other income of the general character to be derived by the City or by any similar body, or upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired that have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated in connection herewith, that, in the opinion of the Underwriter, materially and adversely affects the market price of the Series 2020 Bonds or the market price generally of obligations of the general character of the Series 2020 Bonds];

(ii) any legislation, ordinance or regulation shall be enacted or be actively considered for enactment by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered that, in the opinion of the Underwriter, materially and adversely affects the market price of the Series 2020 Bonds;

(iii) any action shall have been taken by the SEC that would require the registration of the Series 2020 Bonds under the Securities Act of 1933, as amended (“**1933 Act**”), or the qualification of the Ordinance under the Trust Indenture Act of 1939, as amended, or it appears that the Underwriter, by selling the Series 2020 Bonds, would subject itself to liability under the 1933 Act, the 1934 Act or any securities or blue sky law of any State or other jurisdiction in the United States;

(iv) any event shall have occurred or shall exist that, in the opinion of the Underwriter, either (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement, or (ii) is not reflected in the Official Statement and should be reflected therein in order to make the statements and information contained therein not misleading in any material respect;

(v) there shall have occurred any outbreak of, or escalation in, hostilities or other national or international calamity or crisis or a financial crisis, including, but not limited to, the United States engaging in hostilities, or a Declaration of War or a national emergency by the United States on or after the date hereof which, in the sole opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Bonds;

(vi) trading shall be suspended, or new or additional trading or loan

restrictions shall be imposed, by the New York Stock Exchange or other national securities exchange or governmental authority with respect to obligations of the general character of the Bonds or a general banking moratorium shall be declared by federal, South Carolina or New York authorities;

(vi) there shall have occurred any change in the financial condition or affairs of the City or the System the effect of which is, in the sole judgment of the Underwriter, so material and adverse as to make it impracticable or inadvisable to proceed with the offering or delivery of the Series 2020 Bonds on the terms and in the manner contemplated by the Official Statement;

(vii) either of the ratings of the Series 2020 Bonds shall have been downgraded, or withdrawn, or becomes the subject of a published negative credit watch, which in the Underwriter's sole opinion, materially adversely affects the market price of the Series 2020 Bonds;

(viii) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Series 2020 Bonds or in any way contesting or questioning any authority for or the validity of the Series 2020 Bonds or the money or revenues pledged to the payment thereof or any of the proceedings of the City taken with respect to the issuance and sale thereof;

(ix) the "blue sky" or securities commission of any state or other jurisdiction in the United States has withheld registration, exemption, or clearance of the offering of the Series 2020 Bonds, and, in the sole opinion of the Underwriter, the effect of the withholding will materially and adversely affect the market price or marketability of the Series 2020 Bonds;

(x) the purchase of and payment for the Series 2020 Bonds by the Underwriter, or their resale or reoffering by the Underwriter, on the terms and conditions contemplated by this Purchase Contract and the Official Statement, is prohibited by any applicable law or governmental regulation or by order of any court, government authority, board, agency, or commission or would subject the Underwriter to liability under the 1933 Act, the 1934 Act, common law or otherwise;

(xi) additional material restrictions not in force on the date of this Purchase Contract have been imposed on trading in securities generally or by a governmental authority or Financial Industry Regulatory Authority, Inc.; or

(xii) there shall have occurred any event other than those listed above, the effect of which is, in the reasonable and exclusive judgment of the Underwriter, material and adverse to make it impractical or inadvisable to proceed with the offering of the Series 2020 Bonds on the terms and in the manner contemplated by the Official Statement.

(c) At the time of Closing, the City and the Corporation shall have duly adopted all proceedings required by applicable laws and regulations, State or federal, necessary to enable Co-Bond Counsel to deliver an unqualified opinion with respect to due authorization, execution, and delivery of the Series 2020 Bonds.

(d) The Underwriter shall have received, within a sufficient time period for such Official Statement to accompany confirmations delivered by the Underwriter to potential investors in accordance with the rules of the MSRB but in no event later than seven business days following the date hereof, a quantity of Official Statement adequate to enable the Underwriter to meet the continuing obligations imposed on it by the Rule; provided, however, that the Underwriter may not terminate its obligations under this Purchase Contract as a result of the failure of this condition to be met unless such failure affects the Underwriter's marketing and sale of the Series 2020 Bonds or subjects the Underwriter to compliance infractions under the SEC or the MSRB delivery requirements.

(e) At or prior to the Closing, the Underwriter shall receive one executed copy of the following documents, unless otherwise indicated:

(i)(A) the unqualified approving opinions of Burr & Forman LLP d/b/a Burr Forman McNair ("Burr Forman McNair") and Johnson Toal & Battiste, P.A., as co-Bond Counsel ("Co-Bond Counsel") dated the date of Closing, addressed to the City and the Corporation and delivered to the Underwriter, in substantially the form of [Appendix C] of the Official Statement, and (B) supplemental opinions of Co-Bond Counsel dated the date of Closing and addressed to the Underwriter, in substantially the form set forth in Exhibit B attached hereto;

(ii) a certificate of the City which contains the following information, dated the date of Closing signed by an official of the City, in a form satisfactory to the Underwriter (A) that the representations and warranties of the City herein are true and correct in all material respects as of the date of the Closing; (B) attesting that the information with respect to the City contained in the Official Statement has not changed since the date thereof and on the date of the Closing does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and (C) setting forth the expectations of the City on the Closing Date that the proceeds of the Series 2020 Bonds will be used as provided in the Official Statement, which certification shall state that to the best of the knowledge and belief of the City, the City's expectations are reasonable;

(iii) a certificate of the Corporation which contains the following information, dated the date of Closing signed by the President of the Corporation, in a form satisfactory to the Underwriter (A) that the representations and warranties of the Corporation herein are true and correct in all material respects as of the date of the Closing; (B) attesting that the information with respect to the Corporation contained in the Official Statement has not changed since the date thereof and on the date of the Closing does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and (C) setting forth the expectations of the Corporation on the Closing Date that the proceeds of the Series 2020 Bonds will be used as provided in the Official Statement, which certification shall state that to the best of the knowledge and belief of the Corporation, the Corporation's expectations are reasonable;

(iv) specimen of the Series 2020 Bonds;

(v) an opinion of the City Attorney, addressed to the City, the Underwriter, the Corporation and the Trustee and delivered to the Underwriter, dated the date of Closing, in substantially the form of Exhibit C attached hereto;

(vi) an opinion of [Burr & Forman, LLP d/b/a Burr Forman McNair], Counsel to the Corporation, addressed to the Corporation, the Underwriter, the City and the Trustee and delivered to the Underwriter, dated the date of Closing, in substantially the form of Exhibit D attached hereto;

(vii) evidence satisfactory to the Underwriter that the Series 2020 Bonds have been rated “[]” by Moody’s Investors Service, Inc. (“Moody’s”) and “[]” by S&P Global Ratings (“S&P”);

(viii) certified copies of the Ordinance and the Resolution;

(ix) the Official Statement;

(x) an opinion of Parker Poe Adams & Bernstein LLP, Underwriter’s Counsel, addressed to the Underwriter, in form satisfactory to the Underwriter;

(xii) executed copies of each of the other City Agreements and the other Corporation Agreements; and

(xiii) other certificates of the City or the Corporation or information of the City or the Corporation contained in certificates listed in the Closing Memorandum to be approved by Counsel to the City, Counsel to the Corporation, and Co-Bond Counsel, and such additional opinions as Co-Bond Counsel may reasonably request to evidence (A) compliance by the City with legal requirements, (B) the truth and accuracy, as of the time of Closing, of the respective representations of the City and the Corporation contained herein, and (C) the due performance or satisfaction by the City and the Corporation at or prior to such time, of all agreements then to be performed and of all conditions then to be satisfied by the City.

If the City or the Corporation shall be unable to satisfy the conditions or the obligations contained in this Purchase Contract, or if the obligation of the Underwriter to purchase and accept delivery of the Series 2020 Bonds shall be terminated for any reason permitted by this Purchase Contract or, at the election of the City, if the Closing shall not occur by the DTC deadline on [Closing Date], 2020, this Purchase Contract shall terminate and neither the Underwriter, the City, nor the Corporation shall be under further obligation hereunder; except that the respective obligations to pay expenses to the extent applicable, as provided in Paragraph 14 hereof, shall continue in full force and effect.

The delivery of any certificate that is required to be delivered in accordance with this Purchase Contract shall be deemed to have been made if the terms of that certificate are included to the satisfaction of the Underwriter within any one certificate or any number of other certificates delivered or caused to be delivered by the party responsible for delivery.

9. **[Issue Price Certificate.** At the Closing, contemporaneously with the receipt of the Series 2020 Bonds, the Underwriter will deliver to the Corporation a receipt therefor and a certificate as to issue price of the Series 2020 Bonds confirming their reasonable expectations regarding the representations set forth in Section 4 hereof and as to such other matter reasonably required in order to enable Burr Forman McNair, as Co-Bond Counsel, to render an opinion as to the exclusion from gross income for federal income tax purposes of interest on the Series 2020 Bonds.]

10. **Opinions of Co-Bond Counsel.** The Corporation will furnish to the Underwriter a reasonable supply of copies of the opinion of Co-Bond Counsel to accompany delivery of the Series 2020 Bonds.

11. **Annual Audits.** The City agrees to furnish to the Underwriter, during the life of the outstanding Series 2020 Bonds, a copy of each annual audit report of the City.

12. **Mutual Performance.** The obligations of the City and the Corporation hereunder are subject to the performance by the Underwriter of its obligations hereunder.

13. **Survival of Representations, Warranties and Agreements.** All representations, warranties, and agreements of the City and the Corporation hereunder shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter and shall survive delivery and payment of the Series 2020 Bonds.

14. **Payment of Expenses.** If the Series 2020 Bonds are sold to the Underwriter by the Corporation, the Corporation shall pay, out of the proceeds of the Series 2020 Bonds, any expenses incident to the performance of its obligations hereunder, including, but not limited to: (a) the costs of the preparation of the Preliminary Official Statement and final Official Statement for the Series 2020 Bonds, including the costs of all proofs and production of final proof, together with the number of copies which the Underwriter deems reasonable and the costs of delivery of the Preliminary Official Statement and final Official Statement; (b) the cost of the preparation, printing, and delivery of the Series 2020 Bonds in fully registered form; (c) the fees and disbursements of Co-Bond Counsel and any other experts or consultants retained by the Corporation, including Underwriter's Counsel, the Counsel to the City, Counsel to the Corporation, independent accountants, and the charges of Moody's and S&P; (d) fees and costs of the Trustee; and (e) the costs and expenses associated with rating presentations.

The Underwriter shall pay (a) all advertising expenses in connection with the public offering of the Series 2020 Bonds; (b) all other expenses incurred by it in connection with the public offering and distribution of the Series 2020 Bonds, including, but not limited to, the fees and disbursements of Underwriter's counsel; and (c) the cost of preparing and printing the blue sky memorandum and the disbursements for filing fees in connection with the aforesaid blue sky memorandum.

15. **Covenants of the City and the Corporation.** The City and the Corporation agree:

(a) To deliver promptly to the Underwriter such number of conformed copies of the Official Statement (and any amendments or supplements thereto), the Ordinance and the Resolution as the Underwriter may reasonably request;

(b) Not to supplement or amend, or cause to be supplemented or amended, the Official Statement at any time, or the Ordinance or the Resolution prior to the Closing, without the prior written consent of the Underwriter;

(c) During the distribution of the Series 2020 Bonds, or such longer period as a copy of the Official Statement shall be required by the rules of the MSRB to be delivered to a purchaser of Series 2020 Bonds, to prepare any amendment or supplement to the Official Statement that may, in the judgment of the City, the Corporation, or the Underwriter, be required so that the Official Statement as amended or supplemented will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(d) To advise the Underwriter immediately of receipt by the City or the Corporation of any notification with respect to the suspension of the qualification of the Series 2020 Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(e) To cooperate with the Underwriter including furnishing such information, executing such instruments and taking such other action in cooperation with the Underwriter as may be required to qualify the Series 2020 Bonds for offering and sale under the “blue sky” or other laws of such jurisdictions as the Underwriter may designate; provided that in connection with such qualification the City shall not be obligated to take any action that would subject it to the general service of process in any state where it is not now subject; and

(f) Not to take or omit to take any action which action or omission will in any way cause the proceeds of the Series 2020 Bonds to be applied in a manner contrary to that provided in the City Agreements and the Corporation Agreements.

16. **Notices.** Any notice or other communication to be given to the City or the Corporation under this Purchase Contract may be given by delivering the same in writing to Burr Forman McNair, 1221 Main Street, Suite 1800, Columbia, South Carolina 29201, ATTENTION: Michael Seezen, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to [].

17. **[Establishment of Issue Price.]** The Underwriter agrees to assist the City and the Corporation in establishing the issue price of the Bonds and shall execute and deliver at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached as Exhibit E, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Burr & Forman LLP d/b/a Burr Forman McNair, as bond counsel (“Bond Counsel”), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2020 Bonds.

[Except as otherwise set forth in **Schedule I** attached hereto,] [T][t]he City and the Corporation will treat the first price at which 10% of each maturity of the Series 2020 Bonds (“10% test”) is sold, on the sale date, to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the City and the Corporation the price or prices at which the Underwriter has sold, on the sale date, to the public each maturity of Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Series 2020 Bonds, the Underwriter agrees to promptly report to the City and the Corporation the prices at which Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Series 2020 Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the Closing has occurred may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel.] For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2020 Bonds.

[The Underwriter has offered the Series 2020 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the “**Initial Offering Price**”), or at the corresponding yield or yields, set forth in the final official statement. **Schedule I** also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2020 Bonds for which the 10% Test has not been satisfied and for which the City, the Corporation and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of

each such maturity as of the sale date as the issue price of that maturity (the “**Hold-the-Offering-Price Rule**”). So long as the Hold-the-Offering-Price Rule remains applicable to any maturity of the Series 2020 Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2020 Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

The Underwriter will advise the City, the Corporation and the City’s municipal advisor promptly when it has sold 10% of that maturity of the Series 2020 Bonds to the public at a price that is no higher than the Initial Offering Price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.]

The Underwriter confirms that:

- (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement relating to the initial sale of the Series 2020 Bonds to the public, together with the related pricing wires, contains or will contain certain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Series 2020 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2020 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Underwriter shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

- (ii) any agreement among underwriters or any selling group agreement relating to the initial sale of the Series 2020 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2020 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public

the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% Test has been satisfied as to the Series 2020 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the Underwriter or the dealer and as set forth in the related pricing wires.

The City and the Corporation acknowledge that, in making the representations set forth in this Section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2020 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2020 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2020 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2020 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2020 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2020 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City and the Corporation further acknowledge that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2020 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2020 Bonds.

The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2020 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2020 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2020 Bonds to the public),

(iii) a purchaser of any of the Series 2020 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Contract by all parties.]

17. ***Arm's-Length Transaction.*** The City and the Corporation acknowledge and agree that: (i) the transactions contemplated by this Purchase Contract are arm's-length, commercial transactions between the City and the Corporation and the Underwriter, in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor, or fiduciary to either the City or the Corporation; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to either the City or the Corporation with respect to the transactions contemplated hereby and the discussions, undertakings, and procedures leading thereto, irrespective of whether the Underwriter or its affiliates have provided other services or is currently providing other services to either the City or the Corporation on other matters; (iii) the only obligations the Underwriter has to either the City or the Corporation with respect to the transactions contemplated hereby expressly are set forth in this Purchase Contract; and (iv) the City and the Corporation have consulted their own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent they have deemed appropriate. The primary role of the Underwriter, as underwriter, is to purchase the Series 2020 Bonds for resale to investors, in an arm's-length, commercial transaction between the City and the Corporation and the Underwriter. The Underwriter, as underwriter, has financial and other interests that differ from those of the City and the Corporation.

19. ***Parties in Interest.*** This Purchase Contract is made solely for the benefit of the City, the Corporation, and the Underwriter (including any successors or assigns of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue hereof, except that the representation, warranties, and agreements of the City contained in this Purchase Contract shall also be deemed to be for the benefit of the person or persons, if any, who control the Underwriter within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended. Nothing in this Purchase Contract is intended or shall be construed to give any person, other than the persons referred to in this paragraph, any legal or equitable right, remedy, or claim under or in respect of this Purchase Contract or any provision contained herein. All of the representations, warranties and agreements of the City and the Corporation contained herein shall remain in full force and effect, regardless of (a) any investigation made by or on behalf of any Underwriter, (b) delivery of and payment for the City or (c) any termination of this Purchase Contract.

20. ***Governing Law.*** This Purchase Contract shall be governed by and construed in accordance with the laws of the State of South Carolina.

21. ***Effectiveness; Counterpart Execution.*** This Purchase Contract shall become effective upon your acceptance hereof and may be executed in counterparts and such counterparts shall constitute one and the same instrument.

22. ***No Liability.*** Neither the Mayor or members of the City Council, the Board of Directors nor any officer, agent, attorney or employee as such, in his or her individual capacity, past, present or future of the City or the Corporation, either directly or through the City, shall be charged personally by the Underwriter with any liability, or held liable to such Underwriter under any term or provision of this Purchase Contract or because of its execution or contemplated execution, or because of any breach or attempted or alleged breach thereof. It is expressly agreed and understood that the obligations of the City and the Corporation under this Purchase Contract are solely corporate obligations and that no personal liability whatsoever shall attach to, or be incurred by, any past, present or future officer, agent, attorney or employee thereof. All personal liability of any character against every such past, present or future officer, agent, attorney and employee of the City or the Corporation is, by the execution of this Purchase Contract and as a condition of, and as part of the consideration for, the execution of this Purchase Contract,

expressly waived and released. The immunity of the past, present or future officers, agents, attorneys and employees of the City and the Corporation under the provision contained in this Section shall survive the termination of this Purchase Contract.

[Signature page follows]

DRAFT

Very truly yours,

By: [UNDERWRITER]

By: _____
Its: []

Accepted and Agreed to as
of the date first above written.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Manager

COLUMBIA FACILITIES CORPORATION

By: _____
President

EXHIBIT A

The Series 2020 Bonds shall mature on the dates and bear interest at the rates and shall be reoffered at the prices as set forth below:

Maturity Date ([] 1)	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
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Optional Redemption. In the event the City exercises its option pursuant to the Purchase and Use Agreement to purchase the Corporation's interest in the 2020 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 the Purchase and Use Agreement, the Series 2020 Bonds maturing on and after [] 1, 20[] will be redeemed in whole or in part at any time, on or after [] 1, 20[], by the Corporation at the redemption price of 100% of the principal amount thereof (to the extent not previously redeemed), plus accrued interest to such redemption date.

The Series 2020 Bonds maturing on and after [] 1, 20[], are subject to redemption at the Corporation's option, prior to maturity, on or after [] 1, 20[], as a whole or in part, at any time, and from time to time, and if in part in order of maturities selected by the Corporation, at a redemption price equal to the part amount thereof (to the extent not previously redeemed), plus accrued interest to the redemption date.

Special Optional Redemption. The Series 2020 Bonds are subject to special optional redemption if (a) any part of the 2020 Facilities is totally destroyed or is damaged to an extent that the rebuilding or repairing of that part of the 2020 Facilities would be impracticable, (b) there is discovered a material defect in the construction of the 2020 Facilities or any portion unusable by the City for its intended purposes, (c) all or substantially all of the 2020 Facilities relating to a particular building is taken by eminent domain, or (d) the City is deprived of the use of any part of the 2020 Facilities by reason of a defect in the title thereto.

Notice of Redemption

The notice of the call for redemption of Series 2020 Bonds will 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 registered owner of each Series 2020 Bond subject to redemption at such owner's address shown on the registration books of the Corporation on the 15th day preceding that mailing.

Partial Redemption

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 Trustee shall select the 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 Bonds is Cede & Co., such selection shall be made by The Depository Trust Company consistent with its rules and regulations.

DRAFT

EXHIBIT B**FORM OF SUPPLEMENTAL OPINION OF CO-BOND COUNSEL**

[Closing Date], 2020

[Underwriter]
[Address]Re: [\$] Columbia Facilities Corporation Installment Purchase Revenue Bonds,
Series 2020 (the "Series 2020 Bonds")

Ladies and Gentlemen:

We have acted at the request of the City of Columbia, South Carolina (the "City") as bond counsel in connection with the issuance and delivery by Columbia Facilities Corporation (the "Corporation"), a nonprofit corporation organized and existing under the laws of the State of South Carolina, of the captioned bonds (the "Series 2020 Bonds"). The Series 2020 Bonds are being issued by the Corporation pursuant to the Constitution and laws of the State of South Carolina and a Trust Agreement, dated as of [] 1, 2020 (the "Trust Agreement"), by and between the Corporation and _____, as Trustee. All capitalized terms used and not defined herein have the meanings provided for such terms in the Trust Agreement.

The Series 2020 Bonds are being issued for the purpose of providing funds, together with other available funds, to (i) finance the costs of the City acquiring certain property to serve as business and industrial park to enhance the City's economic development capacity; and (ii) pay the costs of issuing the Series 2020 Bonds. As required by the Trust Agreement, the Corporation and the City will enter into (i) a Purchase and Use Agreement dated as of [] 1, 2020 (the "Purchase and Use Agreement") to provide for Installment Payments sufficient to enable the Corporation to pay, when due, the principal of, premium, if any, and interest on the Series 2020 Bonds, and (ii) a Base Lease Agreement dated as of [] 1, 2020 (the "Base Lease").

We have examined such laws, documents and proceedings as we deemed necessary or appropriate under the circumstances to render this opinion. As to questions of fact material to our opinion, we have relied upon representations of the City and the Corporation contained in the Base Lease, the Purchase and Use Agreement and the Trust Agreement (hereinafter collectively referred to as the "Bond Documents"), and the Purchase Contract dated [Sale Date], 2020 (the "Purchase Contract"), by and among the City, the Corporation, and [Underwriter] (the "Underwriter"), certified proceedings, and other certifications furnished to us by or on behalf of the City or the Corporation, without undertaking to verify the same by independent investigation.

Based on the foregoing, we are of the opinion that:

1. The Purchase Contract and the Continuing Disclosure Agreement dated the date hereof have been duly authorized, executed and delivered by the City and the Corporation in accordance with their terms, except as to enforcement of remedies which may be limited by applicable bankruptcy, insolvency or other laws or equitable principles affecting the enforcement of creditors' rights generally (from time to time in effect), and except as enforcement of the indemnity provisions thereof may be limited by public policy.

2. The Official Statement dated [Sale Date], 2020 (the “Official Statement”) has been duly authorized, approved and delivered by the City and the Corporation.

3. The Series 2020 Bonds conform as to form and tenor with the terms and provisions thereof as set out in the Official Statement.

4. All conditions precedent to the delivery of the Series 2020 Bonds contained in the Trust Agreement have been fulfilled.

5. The Series 2020 Bonds are exempt from registration under the Securities Act of 1933, as amended, as well as the South Carolina Uniform Securities Act of 2005, and the Trust Agreement is exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

6. The City is a “political subdivision” within the meaning of Section 1.103-1(b) of the Income Tax Regulations of the United States Department of the Treasury.

In connection with the preparation of the Official Statement, we have generally reviewed information furnished to us by, and have participated in conferences with, the City, the City Attorney, Corporation the Underwriter, and Underwriter’s Counsel. The information contained in the Official Statement under the headings entitled: [“INTRODUCTION,” “THE BONDS,” “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS,” “TAX TREATMENT” and “Appendix B – Forms of Trust Agreement, Installment Purchase and Use Agreement and Base Lease and Conveyance Agreement”] is correct in all material respects and does not omit any statement which, in our opinion, should be included or referred to therein in order that the information set forth under such headings in the Official Statement be not misleading. Except as noted above, we have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Series 2020 Bonds. We have not verified and are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of the statements contained in the Official Statement. We have, however, solely in our capacity as Bond Counsel to the Corporation, and without having undertaken to determine independently the accuracy, completeness or fairness of the statements or to verify the information contained in the Official Statement, participated in the preparation of the Official Statement. It should be understood that our participation in the preparation of the Official Statement was limited in scope and did not include the activities customarily referred to as “due diligence.” In the course of our activities, nothing has come to our attention that would lead us to believe that the Official Statement contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein made, in light of the circumstances under which they were made, not misleading (except that we make no statement as to the financial information and statistical data included in the Official Statement or in Appendix “A” thereto).

Very truly yours,

EXHIBIT C

FORM OF OPINION OF COUNSEL TO THE CITY

[Closing Date], 2020

City of Columbia, South Carolina
Columbia, South Carolina

Columbia Facilities Corporation
Columbia, South Carolina

[Underwriter]
[Address]

[Trustee]
[Address]

Re: [\$] Columbia Facilities Corporation Installment Purchase Revenue Bonds (City of Columbia Project), Series 2020

Ladies and Gentlemen:

As City Attorney to the City of Columbia, South Carolina, a municipal corporation and political subdivision created pursuant to the laws of the State of South Carolina (“City”), I have considered the issuance by the Columbia Facilities Corporation (the “Corporation”) of its [\$] Columbia Facilities Corporation Installment Purchase Revenue Bonds (City of Columbia Project), Series 2020 (the “Series 2020 Bonds”), pursuant to the terms of a Trust Agreement, dated as of [] 1, 2020 (the “Trust Agreement”), by and between the Corporation and _____, as Trustee. The Series 2020 Bonds are being sold to [Underwriter] (the “Underwriter”) pursuant to the terms of a Purchase Contract dated [Sale Date], 2020 (the “Purchase Contract”), by and among the Underwriter, the Corporation and the City. Capitalized terms not otherwise defined herein and not normally capitalized shall have the meanings ascribed thereto in the Purchase Contract.

I have examined such laws, documents and proceedings as I deemed necessary or appropriate under the circumstances to render this opinion, including, particularly, without limiting the generality of the foregoing, the Base Lease, the Purchase and Use Agreement, the Purchase Contract, the Official Statement, and the ordinance of the City Council of the City enacted on [].

Based on the foregoing, I am of the opinion that:

1. The Base Lease, the Purchase and Use Agreement and the Purchase Contract have been duly authorized, executed and delivered by the City and constitute binding and enforceable agreements of the City in accordance with their respective terms, except as to enforcement of remedies which may be limited by applicable bankruptcy, insolvency or other laws or equitable principles affecting the enforcement of creditors’ rights generally (from time to time in effect), and except as enforcement of the indemnity provisions thereof may be limited by public policy.

2. The Official Statement has been duly authorized and delivered by the City for distribution in connection with the sale of the Series 2020 Bonds.

3. To the best of my knowledge and after due inquiry, the City has good and proper fee simple title to the 2020 Real Property, as defined in the Base Lease.

4. To the best of my knowledge and after due inquiry, with respect to the City, (i) there is no controversy or litigation of any nature now pending or threatened, restraining or enjoining the issuance, sale, execution or delivery of the Series 2020 Bonds, the Base Lease, the Purchase and Use Agreement, the Purchase Contract or the Official Statement, or in any way questioning or affecting the validity of the Series 2020 Bonds, the Base Lease, the Purchase and Use Agreement, the Purchase Contract or the Official Statement or any proceedings of the City taken with respect to the issuance or sale of the Series 2020 Bonds, or the pledge or application of any moneys or security provided for the payment of the Series 2020 Bonds, and (ii) there is no controversy or litigation of any nature now pending or threatened against the City relating to or questioning or affecting the organization or existence of the City or the title to office of the officers thereof.

Very truly yours,

Teresa A. Knox

City Attorney

EXHIBIT D**FORM OF OPINION OF COUNSEL TO THE CORPORATION**

[Closing Date], 2020

Columbia Facilities Corporation
Columbia, South Carolina

City of Columbia, South Carolina
Columbia, South Carolina

[Underwriter]
[Address]

[Trustee]
[Address]

Re: [\$] Columbia Facilities Corporation Installment Purchase Revenue Bonds (City of Columbia Project), Series 2020

Ladies and Gentlemen:

We have acted as counsel to Columbia Facilities Corporation, a nonprofit corporation organized and existing under the laws of the State of South Carolina (the “Corporation”), in connection with the issuance by the Corporation of its [\$] Columbia Facilities Corporation Installment Purchase Revenue Bonds (City of Columbia Project), Series 2020 dated the date hereof (the “Series 2020 Bonds”), pursuant to the terms of a Trust Agreement, dated as of [] 1, 2020 (the “Trust Agreement”), by and between the Corporation and _____, as Trustee. The Series 2020 Bonds are being sold to [Underwriter] (the “Underwriter”), pursuant to the terms of a Purchase Contract dated [Sale Date], 2020 (the “Purchase Contract”), by and among the Underwriter, the Corporation, and The City, South Carolina (the “City”). Capitalized terms not otherwise defined herein and not normally capitalized shall have the meanings ascribed thereto in the Purchase Contract.

In connection with this opinion, we have examined executed copies of the Purchase and Use Agreement, the Base Lease, the Trust Agreement, a specimen of the Series 2020 Bonds and the Certificate of Incorporation of the Corporation. We have further relied upon certifications of officers of the Corporation and public officials as to questions of fact material to my opinion without undertaking to verify the same by independent investigation.

Based on this examination, we are of the opinion as of the date hereof and under existing laws, as follows:

1. The Base Lease, the Purchase and Use Agreement and the Trust Agreement are valid and binding obligations of the Corporation in accordance with their terms, except as to enforcement of remedies which may be limited by applicable bankruptcy, insolvency, or other laws or equitable principles affecting the enforcement of creditors’ rights generally, and except as enforcement of the indemnity provisions thereof may be limited by public policy.

2. The Purchase Contract has been duly authorized, executed and delivered by the Corporation and constitutes a binding and enforceable agreement of the Corporation in accordance with

D-1

its terms, except as to enforcement of remedies which may be limited by applicable bankruptcy, insolvency, or other laws or equitable principles affecting the enforcement of creditors' rights generally, and except as enforcement of the indemnity provisions thereof may be limited by public policy.

3. The Official Statement dated [Sale Date], 2020 has been duly authorized and delivered for distribution in connection with the sale of the Series 2020 Bonds.

4. To the best of our knowledge, with respect to the Corporation (i) there is no controversy or litigation of any nature now pending or threatened, restraining or enjoining the issuance, sale, execution or delivery of the Series 2020 Bonds, or in any way questioning or affecting the validity of the Series 2020 Bonds or any proceedings of the Corporation taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Series 2020 Bonds or any proceedings of the Corporation taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Series 2020 Bonds and (ii) there is no controversy or litigation of any nature now pending or threatened against the Corporation relating to or questioning or affecting the organization or existence of the Corporation or the title to office of the officers thereof.

Very truly yours,

[EXHIBIT E]

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [], on its own behalf and as representative of [] and [], as underwriter (the “Underwriter”), hereby certify, based upon the information available to it, as set forth below with respect to the sale and issuance of the above-captioned obligations (“Bonds”).

1. **Sale of the Bonds.** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. **Initial Offering Price of the Hold-the-Offering-Price Maturities.**

(a) The Underwriter has offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule I (the “**Initial Offering Prices**”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule II.

(b) As set forth in the Bond Purchase Agreement, the Underwriter has agreed, that, for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and that the Underwriter shall retain all Hold-the-Offering-Price Maturities. The Underwriter has not offered or sold any unsold Bonds in any Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. For the avoidance of doubt, “unsold Bonds,” as used in this paragraph, refers to Bonds that continue to be held by the Underwriting Group as part of the primary offering of the Bonds.”

[2.] [3.] **Defined Terms.**

(a) *City* means City of Columbia, South Carolina.

[(b)] *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule I hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([, 2020), or (ii) the date on which the Representative has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

[(b)] [(d)] *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

[(c)] [(e)] *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. A purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are

partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

[(d)][(f)] *Sale Date* means the date of execution of the Purchase Contract by all parties.

[(e)][(g)] *Underwriter* means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Federal Tax Certificate of the City dated of even date herewith and with respect to compliance with the federal income tax rules affecting the Bonds, and by Burr & Forman LLP d/b/a Burr Forman McNair, as Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

¶

By: _____
Name: _____

Dated: [Closing Date], 2020

SCHEDULE A
GENERAL RULE MATURITIES
MATURITY SCHEDULE

MATURITY (¶ 1)	<u>AMOUNT</u> \$	INTEREST <u>RATE</u> %	<u>YIELD</u> %	<u>PRICE</u> %	<u>CUSIP</u>
---------------------------------	----------------------------	--	--------------------------	--------------------------	---------------------

\$[] []% Term Bond, Due []; Yield[]%^c; Price []%^c; CUSIP: []
 \$[] []% Term Bond, Due []; Yield[]%^c; Price []%^c; CUSIP: []

^c Priced to the call date of []

EXHIBIT F

Form of Preliminary Official Statement

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Attachment: 2020-095 \$57,250,000 Installment Purchase Revenue Bonds (6249 : Ordinance No.: 2020-095 Authorizing 2020 Installment

PRELIMINARY OFFICIAL STATEMENT DATED [], 2020

NEW ISSUE – BOOK-ENTRY-ONLY

Ratings:

Moody's: []

S&P: []

In the opinion of Burr & Forman LLP d/b/a Burr Forman McNair ("Burr Forman McNair"), Bond Counsel, under existing law, interest on the Bonds is includable in gross income for federal income tax purposes. Interest on the Bonds is exempt from all State of South Carolina, county, municipal, school district, and all other taxes and assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or other transfer taxes, provided that the interest thereon may be includable for certain franchise fees or taxes. See "TAX TREATMENT" herein.



[S]^{*}
COLUMBIA FACILITIES CORPORATION
INSTALLMENT PURCHASE REVENUE BONDS
[TAXABLE] SERIES 2020

Dated: Delivery Date

Due: [] 1, as shown on the inside front cover

This cover page and the inside cover page contain certain information for quick reference only. They are not a summary of the issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

Each capitalized term used, but not defined on this cover, has the meaning provided for that term in the Trust Agreement, dated as of [] 1, 2020 ("Trust Agreement"), between Columbia Facilities Corporation ("Issuer") and [Trustee], as trustee ("Trustee"), or the Installment Purchase and Use Agreement, dated as of [] 1, 2020 ("Purchase and Use Agreement"), between the Issuer and the City of Columbia, South Carolina ("City"). The bonds will be issued as Installment Purchase Revenue Bonds of the Issuer [Taxable] Series 2020 ("Bonds"), issued for the purpose of providing funds, together with other available funds, to (i) finance the costs of the City acquiring certain property to finance the costs of acquiring, designing and constructing certain facilities ("2020 Projects") to be used by the City, on real property owned by the City ("2020 Real Property"), and (ii) pay the costs of issuing the Bonds.

The Bonds are limited obligations of the Issuer secured by and payable from the Trust Estate. The Trust Estate consists primarily of the Issuer's right, title and interest in the Revenues, which includes Installment Payments and other amounts receivable by the Issuer under the Purchase and Use Agreement, subject to the Reserved Rights.

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 full 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 Holders of the Bonds.

THE OBLIGATION OF THE CITY TO PAY INSTALLMENT PAYMENTS UNDER THE PURCHASE AND USE AGREEMENT IS A CURRENT EXPENSE OF THE CITY AND IS DEPENDENT ON A LAWFUL APPROPRIATION OF FUNDS BEING MADE BY THE CITY COUNCIL OF THE CITY TO PAY EACH INSTALLMENT PAYMENT DUE IN EACH FISCAL YEAR UNDER THE PURCHASE AND USE AGREEMENT AND IS NOT IN ANY WAY A DEBT OF THE CITY UNDER ANY APPLICABLE CONSTITUTIONAL OR STATUTORY LIMITATION OR REQUIREMENT CONCERNING THE CREATION OF INDEBTEDNESS BY THE CITY, NOR IS ANYTHING IN THE PURCHASE AND USE AGREEMENT A PLEDGE OF THE GENERAL TAX REVENUES, FUNDS, MONEYS OR CREDIT OF THE CITY.

The Bonds will be issued only as fully registered bonds and initially will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. Purchases of beneficial interests in the Bonds will be made in book-entry form only (without certificates) in denominations of \$5,000 or any whole multiple thereof. Principal shall be paid on the maturity dates, as shown on the inside front cover, to the registered owner of each Bond at the principal corporate trust office of the Trustee, serving in its capacity as registrar and paying agent for the Bonds ("Registrar/Paying Agent"). So long as DTC or its nominee, Cede & Co., is the registered owner of the Bonds, payment of the principal and interest on the Bonds will be made directly to Cede & Co. Disbursements of payments to Beneficial Owners will be the responsibility of Direct Participants or Indirect Participants as described in this Official Statement, and neither the Issuer nor the City shall be responsible for disbursements.

The Bonds will be dated their Delivery Date and will mature on [] 1 in each of the years and in the principal amounts and bear interest at the rates shown on the inside front cover from the date of their issuance. Interest on the Bonds is payable on each [] 1 and [] 1, commencing [] 1, 2021, until maturity. The Bonds are subject to redemption prior to maturity as stated herein.

The Bonds are offered when, as and if issued and accepted by [Underwriter], as underwriter, subject to the approving opinion as to legality of Burr & Forman LLP d/b/a Burr Forman McNair, Columbia, South Carolina, which is serving as Bond Counsel to the Issuer. Certain legal matters will be passed on for the Issuer by its counsel, [], Columbia, South Carolina; and for the Underwriter by its counsel, Parker Poe Adams & Bernstein LLP, Columbia, South Carolina. Stifel, Nicolaus & Company, Inc., serves as Financial Advisor to the City. It is expected that the Bonds in definitive form will be available for delivery on or about [], 2020, through the facilities of DTC against payment therefor.

This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors should read the entire Official Statement to obtain information essential to the making of an informed investment decision. *The Issuer and the City deem the Preliminary Official Statement to be final as of its date for purposes of Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission, except for information which may be omitted pursuant to such rule.*

[Underwriter]

This Official Statement is dated [], 2020.

* Throughout this Preliminary Official Statement, items marked with an asterisk are preliminary and subject to change.

MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS, PRICES, AND CUSIPS[†]\$1[†] SERIAL BONDS

DUE 11	PRINCIPAL AMOUNT [*]	INTEREST RATE	YIELD	PRICE	CUSIP [†]
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[†] CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Global Market Intelligence LLC. Copyright © 2020 CUSIP Global Services. All rights reserved. CUSIP® numbers are provided for convenience of reference only. None of the Issuer, the City, the Underwriter, or their agents or counsel assume responsibility for the accuracy of such numbers.

REGARDING USE OF THIS OFFICIAL STATEMENT

For purposes of compliance with Securities and Exchange Commission (“SEC”) Rule 15c2-12 (“**Rule 15c2-12**”), this document, including its Appendices, as all of the same may be supplemented or corrected by the Issuer or the City, from time to time (“**Official Statement**”), may be treated as an Official Statement with respect to the Bonds described in this Official Statement that is deemed final as of its date (or of any supplement or correction) by the Issuer and the City. Any addendum shall, on and after the date thereof, be fully incorporated and made a part of this Official Statement by reference.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT OR ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, AND THIS STABILIZING MAY BE DISCONTINUED AT ANY TIME.

Neither the SEC nor any other federal, state or other governmental entity or agency will have passed on the accuracy or adequacy of this Official Statement or approved the Bonds for sale. Any representation to the contrary is a criminal offense.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

[Trustee], as trustee and registrar/paying agent, has not provided or undertaken to determine the accuracy of any of the information contained in this Official Statement and makes no representation or warranty, express or implied, as to (i) the accuracy or completeness of information, (ii) the validity of the Bonds, or (iii) the tax status of the interest on the Bonds.

No dealer, broker, salesman or other person has been authorized by the Issuer or the City to give any information or to make any representations with respect to the Bonds other than as contained in this Official Statement, and, if given or made, other information or representations must not be relied on as having been authorized by the Issuer or the City. Certain information contained in this Official Statement may have been obtained from sources other than records of the Issuer or the City and, while believed to be reliable, is not guaranteed as to completeness or accuracy. THE INFORMATION AND EXPRESSIONS OF OPINION IN THIS OFFICIAL STATEMENT ARE SUBJECT TO CHANGE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE UNDER THIS DOCUMENT SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE ISSUER OR THE CITY SINCE THE DATE HEREOF.

Reference to laws, rules, regulations, ordinances, resolutions, agreements, reports and other documents do not purport to be comprehensive or definitive. All references to documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made in this Official Statement. Where full texts have not been included as Appendices to this Official Statement, they will be furnished on request.

CERTAIN INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT MAY HAVE BEEN OBTAINED FROM SOURCES OTHER THAN RECORDS OF ISSUER AND THE CITY AND, WHILE BELIEVED TO BE RELIABLE, IS NOT GUARANTEED AS TO COMPLETENESS OR ACCURACY. REFERENCES TO WEB SITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER’S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEB SITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS FINAL OFFICIAL STATEMENT.

THE BONDS WILL NOT BE REGISTERED OR QUALIFIED WITH THE SEC UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE TRUST AGREEMENT HAS NOT BEEN REGISTERED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED. THE REGISTRATION OR QUALIFICATION OF THE BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED, AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF.

THE BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

[As of the date of this Official Statement, the United States, including the State of South Carolina and the Issuer and the City, are in the midst of a pandemic caused by a novel coronavirus and resulting disease known as COVID-19. The pandemic has led to a declaration of emergency by the Governor of South Carolina and the issuance of progressively stringent orders regarding social distancing and suspending the operations of businesses in South Carolina other than those deemed “essential.” COVID-19 and resulting social and business disruptions (collectively, “COVID”) are expected to have a material impact on the City’s (i) current operations, (ii) financial performance in the future, and (iii) sources of revenues, but the extent of those impacts cannot be predicted. This Official Statement identifies certain potential impacts of COVID on the City. Owing to the dynamic nature of COVID, there may be other impacts on the City not identified herein. Data presented in this Official Statement regarding revenues received by the City in prior fiscal years should not be relied upon as a projection of revenues to be received by the City in the present and future fiscal years.]

FINANCING PARTICIPANTS

ISSUER

Columbia Facilities Corporation
Columbia, South Carolina

CITY

City of Columbia, South Carolina
Columbia, South Carolina

UNDERWRITER

[]

[]

CO-BOND COUNSEL

Burr & Forman LLP
d/b/a Burr Forman McNair
Columbia, South Carolina

Johnson Toal & Battiste, P.A.
Columbia, South Carolina

ISSUER COUNSEL

[]

Columbia, South Carolina

UNDERWRITER'S COUNSEL

Parker Poe Adams & Bernstein LLP
Columbia, South Carolina

FINANCIAL ADVISOR

Stifel, Nicolaus & Company, Inc.
Columbia, South Carolina

TRUSTEE

[_____
Columbia, South Carolina]

TABLE OF CONTENTS

Heading	Page	Heading	Page
INTRODUCTION		CERTAIN FISCAL MATTERS.....	3
THE BONDS.....		Property Taxation and Assessment.....	3
Description of the Bonds		Homestead Exemptions---Property Tax.....	3
Authorization for the Bonds.....		Relief.....	3
Use of Proceeds		Manufacturer's Exemption.....	3
Debt Service Requirements.....		Payments in Lieu of Taxes and Other.....	4
2020 Reserve Requirement and 2020		Property Tax Incentives.....	
Reserve Subaccount.....		Property Tax/Assessment Legislation.....	4
Book-Entry System.....		Five Year Revenue-Expenditure Summary.....	5
Redemption of the Bonds.....		Budget and Tax Collection Procedure.....	8
Procedure in the Event of Revision or		General Fund Budget.....	
Discontinuation of Book-Entry Transfer		Assessed Value of Taxable Property in the	
System		City.....	9
Mutilated, Lost, Stolen or Destroyed Bonds.....		Estimated True Value of All Taxable.....	9
PLAN OF FINANCE		Property in the City.....	10
Estimated Sources and Uses of Funds		Tax Collections for the City.....	10
Description of the 2020 Projects.....		Tax Rates.....	10
SECURITY AND SOURCES OF PAYMENT FOR		Ten Largest Taxpayers	
THE BONDS		Exempt Manufacturing Property in the City.....	0
General.....		DEBT STRUCTURE.....	10
Base Lease		Legal Debt Limit of the City.....	11
Purchase and Use Agreement		Outstanding General Obligation.....	11
2020 Facilities.....		Indebtedness.....	11
[Leasehold Mortgage].....		Description of General Obligation not defined.	
Additional Bonds		Indebtedness by Issue.....	11
INVESTMENT CONSIDERATIONS		Revenue Bond Obligations.....	11
Nonappropriation		Overlapping Debt.....	12
Continuing Need for Decreasing Interest in		Miscellaneous Debt Information	
the 2020 Facilities.....		ECONOMIC CHARACTERISTICS.....	12
Ability to Issue Future General Obligation		Commerce and Industry	
Debt		Population.....	12
Contestability Period for General Obligation		Per Capita Personal Income.....	
Debt		Median Family Income.....	12
Remedies on Nonappropriation		Median Age and Education Levels.....	13
Changes in Law		Construction Activity.....	13
PURCHASE AND USE AGREEMENT.....		Retail Sales.....	13
Payment Obligations and Conveyance of		Major Industrial Employers.....	
Property Interests		Major Non-Industrial Employers.....	13
Termination of Purchase and Use		Government Employers.....	
Agreement		Unemployment Rate.....	14
Conveyance of Property Interest and		Transportation	
Partition of Facilities.....		Medical Facilities.....	14
Source of Installment Payments.....		Higher Education.....	15
TRUST AGREEMENT		Recreation.....	15
Payment Obligations of the Issuer and the		Financial Institutions	
City		TAX TREATMENT.....	16
Parity Obligations		Federal Tax Matters.....	16
ENFORCEABILITY OF REMEDIES		CERTAIN LEGAL MATTERS.....	16
THE ISSUER.....		Opinion.....	17
Organization and Corporate Powers		Litigation.....	17
Governing Body.....		Closing Certifications.....	18
THE CITY		CONTINUING DISCLOSURE.....	18
General Description		MUNICIPALITIES CONTINUING DISCLOSURE.....	18
Administration of the City		COOPERATION INITIATIVE.....	18
Services Provided		RATINGS.....	19
Accounting Policies		UNDERWRITING.....	20
Pension Obligations		FINANCIAL ADVISOR.....	20
Other Post-Employment Benefits		CERTIFICATION.....	22
Liability Insurance.....		MISCELLANEOUS.....	22
COVID-19			22

- APPENDIX A - Audited Financial Statements for Fiscal
Year ended June 30, [2019], of the City
- APPENDIX B - Forms of Trust Agreement, Installment
Purchase and Use Agreement and Base
Lease and Conveyance Agreement
- APPENDIX C - Form of Bond Counsel Opinion
- APPENDIX D - Form of Disclosure Dissemination
Agent Agreement

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SUMMARY STATEMENT

The following Summary Statement is qualified in its entirety by the more detailed information and financial statements contained elsewhere in this Official Statement, which includes its Appendices. The offering of the [\$] Installment Purchase Revenue Bonds of the Columbia Facilities Corporation, Taxable Series 2020 (“**Bonds**”), to potential investors is made only by means of this entire Official Statement, and no person is authorized to detach this Summary Statement from the Official Statement or to otherwise use it without the entire Official Statement. Each capitalized term used, but not defined in this Summary Statement, has the meaning provided for that term in the Trust Agreement, dated as of [] 1, 2020 (“**Trust Agreement**”), between Columbia Facilities Corporation (“**Issuer**”) and [Trustee], as trustee (“**Trustee**”), or the Installment Purchase and Use Agreement, dated as of [] 1, 2020 (“**Purchase and Use Agreement**”), between the Issuer and the City of Columbia, South Carolina (“**City**”), as applicable.[‡]

- The Issuer:** Columbia Facilities Corporation is a nonprofit corporation organized and existing under the laws of the State of South Carolina (“**State**”).
- The City:** The City is located in Richland County, South Carolina (“**County**”), in the central part of the State and has an area of approximately [] square miles. The City is the capital of the State.
- The Bonds:** The Bonds will be issued in fully registered form, in denominations of \$5,000 or any whole multiple thereof, in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“**DTC**”), which will act as securities depository for the Bonds under a book-entry system, as described in this Official Statement. So long as the Bonds are held in book-entry-only form, beneficial owners of the Bonds will not receive physical bond certificates. It is expected that the Bonds will be dated and available for delivery in definitive form through the facilities of DTC on or about [Closing Date], 2020.
- Maturity:** The Bonds will mature serially in successive annual installments on [] 1 in each of the years and in the principal amounts as shown on the inside front cover hereof.
- Redemption:** The Bonds will [not] be subject to [optional] redemption[, as provided herein].
- Security:** For the payment of principal of and interest on the Bonds, the Issuer has assigned to the Trustee and granted a security interest in the Trust Estate, which includes, (i) all right, title and interest of the Issuer in and to the Revenues (with certain exceptions) including, without limitation, all Installments Payments and other amounts receivable by or on behalf of the Issuer under the Purchase and Use Agreement, (ii) all of the Issuer’s right, title and interest in and to the 2020 Facilities, the Installment Purchase Agreement (except certain reserved rights), the Purchase and Use Agreement (except certain reserved rights), the Base Lease and Conveyance Agreement, dated as of [] 1, 2020 (“**Base Lease**”), between the City, as lessor, and the Issuer, as lessee, and the property rights in the 2020 Real Property, as defined in and evidenced by the Base Lease, (iii) certain contract rights, proceeds of insurance and condemnation awards from casualty or takings and (iv) all moneys and investments held in certain funds and accounts created under the Trust Agreement.
- 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 full 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

[‡] Forms of the Trust Agreement, Base Lease and the Purchase and Use Agreement are each attached as part of Appendix B.

subject to limitations set forth in the Trust Agreement for the equal and ratable benefit of the Holders of the Bonds.

THE OBLIGATION OF THE CITY TO PAY INSTALLMENT PAYMENTS UNDER THE PURCHASE AND USE AGREEMENT IS A CURRENT EXPENSE OF THE CITY AND IS DEPENDENT ON A LAWFUL APPROPRIATION OF FUNDS BEING MADE BY THE CITY COUNCIL OF THE CITY TO PAY THE INSTALLMENT PAYMENTS DUE IN EACH FISCAL YEAR UNDER THE PURCHASE AND USE AGREEMENT AND IS NOT IN ANY WAY A DEBT OF THE CITY UNDER ANY APPLICABLE CONSTITUTIONAL OR STATUTORY LIMITATION OR REQUIREMENT CONCERNING THE CREATION OF INDEBTEDNESS BY THE CITY, NOR IS ANYTHING IN THE PURCHASE AND USE AGREEMENT A PLEDGE OF THE GENERAL TAX REVENUES, FUNDS, MONEYS OR CREDIT OF THE CITY. THE PURCHASE AND USE AGREEMENT PROVIDES THAT, SUBJECT TO THE RIGHT OF NONAPPROPRIATION, THE CITY'S OBLIGATION TO MAKE INSTALLMENT PAYMENTS THEREUNDER WILL BE ABSOLUTE AND UNCONDITIONAL.

Purpose:

The proceeds derived from the sale of the Bonds will be used, together with other available funds, to (i) finance the costs of acquiring, designing and constructing certain facilities ("**2020 Projects**") to be used by the City, on real property owned by the City ("**2020 Real Property**"), and (ii) pay the costs of issuing the Bonds.

Tax Status:

Under existing law, in the opinion of Burr & Forman LLP d/b/a Burr Forman McNair ("**Burr Forman McNair**"): (i) interest on the Bonds is includable in gross income for federal income tax purposes; and (ii) interest on the Bonds is exempt from all State, county, municipal and school district and other taxes or assessments imposed within the State, except estate, transfer and certain franchise taxes.

Professionals:

Burr & Forman LLP d/b/a Burr Forman McNair, Columbia, South Carolina, and Johnson Toal & Battiste, P.A., Columbia, South Carolina, each serves as Co-Bond Counsel to the Issuer. [Issuer Counsel], Columbia, South Carolina, serves as counsel to the Issuer. [Underwriter] serves as Underwriter. Stifel, Nicolaus & Company, Inc., Columbia, South Carolina, serves as Financial Advisor to the City. [Trustee] ("**Trustee**"), will act as trustee, registrar and paying agent for the Bonds under the Trust Agreement.

Authorization:

The Bonds will be issued under and pursuant to the Trust Agreement.

General:

This Preliminary Official Statement speaks only as of its date, and the information contained herein is subject to change. A copy of the final Official Statement will be placed on <http://emma.msrb.org>. Copies of the Preliminary Official Statement, the Official Statement, and related documents and information are available by contacting Issuer's Counsel, [Attorneys, Issuer Counsel], Columbia, South Carolina; telephone: []; email: []; or Bond Counsel, Michael Seezen, Burr & Forman LLP, 1221 Main Street, Suite 1800, Columbia, South Carolina 29201; telephone: (803) 799-9800, email: mseezen@burr.com.

This Official Statement, including the cover page and the attached Appendices, contains specific information relating to the Bonds, the Issuer, the City, and other information pertinent to this issue.

All information included in this Official Statement has been provided by the City except where attributed to other sources. The summaries and references to all documents, statutes, reports and other instruments referred to do not purport to be complete, comprehensive or definitive, and each reference or summary is qualified in its entirety by reference to each document, statute, report or other instrument.

INTRODUCTION

This Introduction briefly describes the contents of this Official Statement and is qualified by reference to its entire contents, including Appendices, as well as of the documents summarized or described in this Official Statement.

This Official Statement is provided for the purpose of furnishing certain information in connection with issuance of the [\$]* Columbia Facilities Corporation Installment Purchase Revenue Bonds, Taxable Series 2020 (“**Bonds**”). This Official Statement has been prepared under the supervision of the Columbia Facilities Corporation (“**Issuer**”) and the City of Columbia, South Carolina (“**City**”). The information furnished in this Official Statement includes a brief description of the Bonds, the Issuer, the City, and the City’s indebtedness, tax information, economic data and financial information and other matters. Also included are certain information and data pertaining to the Issuer and the City, and to the State. Each capitalized term used, but not defined in this Official Statement, has the meaning provided for that term in the Trust Agreement, dated as of [] 1, 2020 (“**Trust Agreement**”), between the Issuer and _____, as trustee (“**Trustee**”), or the Installment Purchase and Use Agreement, dated as of [] 1, 2020 (“**Purchase and Use Agreement**”), between the Issuer and the City, as applicable.¹

THE BONDS

Description of the Bonds

The Bonds are limited obligation bonds of the Issuer secured by and payable from the Trust Estate. The Bonds will be issued as registered bonds, under the book-entry system. The Bonds will be dated the date of their delivery, which is anticipated to be [Closing Date], 2020, will mature and bear interest at the rates and will initially be priced as shown on the inside front cover. Interest on the Bonds will be payable on [] 1 and [] 1 of each year (each a “**Record Date**”), commencing [] 1, 2021, until final payment of the principal thereof.

The Bonds will be issued in denominations of \$5,000 or any whole multiple thereof, not exceeding the principal amount of the Bonds maturing in each year. The Bonds shall be numbered from R-1 upward, and will be registered on the registration books of the Issuer, which are to be kept for this purpose at the office of the Trustee, serving in its capacity as registrar and paying agent for the Bonds (“**Registrar/Paying Agent**”), at which its principal corporate trust business is administered.

Authorization for the Bonds

The Bonds will be issued under and pursuant to the Trust Agreement and a Resolution approved on [], 2020 (“**Resolution**”), by the Board of Directors of the Issuer (“**Issuer Board**”).

Use of Proceeds

The proceeds derived from the sale of the Bonds will be used, together with other available funds, to (i) finance the costs of acquiring, designing and constructing certain facilities (“**2020 Project**”) to be used by the City, on real property owned by the City (“**2020 Real Property**”), and (ii) pay the costs of issuing the Bonds.

¹ Forms of the Trust Agreement and the Purchase and Use Agreement are each attached as part of Appendix B.

Debt Service Requirements

Set forth below are the principal and interest payment requirements with respect to the Bonds. For purposes of calculating the principal payable in any year, the relevant maturity or mandatory redemption amount is used. A description of the City's outstanding debt is set forth under "DEBT STRUCTURE."

Fiscal Year Ending June 30	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
Totals			

2020 Reserve Requirement and 2020 Reserve Subaccount

The Trust Agreement provides that the Issuer, at closing, shall create a separate subaccount in the Reserve Account of the Bond Fund ("**2020 Reserve Subaccount**") to provide for the 2020 Reserve Requirement and deposit in the 2020 Reserve Subaccount an amount equal to the 2020 Reserve Requirement. The Trustee shall use the funds in the 2020 Reserve Subaccount: (i) to the extent necessary to make up deficiencies in the subaccount of the Facilities Purchase Account established with respect to the Bonds ("**2020 Facilities Purchase Subaccount**"); and (ii) if all Base Payments with respect to the Bonds are current, to be credited against the last remaining required installments of Base Payments and for that purpose any remaining amounts in the 2020 Reserve Subaccount shall be transferred as Base Payments to the 2020 Facilities Purchase Subaccount of the Facilities Purchase Account by the Trustee on or before the Bond Payment Date occurring on []. To satisfy the 2020 Reserve Requirement, and in lieu of cash-funding the 2020 Reserve Subaccount, the Issuer may provide a debt service reserve surety, which together with the moneys on deposit in the 2020 Reserve Subaccount equals the

2020 Reserve Requirement. Concurrently with the issuance of the Bonds, the Insurer will provide its Municipal Bond Debt Service Reserve Insurance Policy ("**Reserve Policy**") as a debt service reserve surety which will satisfy the 2020 Reserve Requirement and no cash will be deposited in the 2020 Reserve Subaccount.

Book-Entry System

THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORDKEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE BONDS TO DIRECT AND INDIRECT PARTICIPANTS (AS DEFINED BELOW) OR BENEFICIAL OWNERS OF THE BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC (AS DEFINED BELOW), THE DIRECT AND INDIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE BONDS IS BASED SOLELY ON INFORMATION FURNISHED BY DTC TO THE ISSUER AND THE CITY FOR INCLUSION IN THIS OFFICIAL STATEMENT. ACCORDINGLY, THE ISSUER AND THE CITY NEITHER MAKE NOR CAN MAKE ANY REPRESENTATIONS CONCERNING THESE MATTERS.

Beneficial ownership interests in the Bonds will be available only in book-entry form. Beneficial owners of the Bonds ("**Beneficial Owners**") will not receive a physical bond certificate representing their interests in the Bonds purchased. So long as Cede & Co., as nominee for The Depository Trust Company, New York, New York ("**DTC**") or its nominee is the registered owner of the Bonds, references in this Official Statement to the owners of the Bonds shall mean DTC or its nominee and shall not mean the Beneficial Owners. Unless and until the book-entry-only system has been discontinued, the Bonds will be available only in book-entry-only form in denominations of \$5,000 or any whole multiple thereof.

The following description of DTC, its procedures and record keeping on beneficial ownership interests in the Bonds, payment of interest and other payments on the Bonds to DTC Participants or to Beneficial Owners, confirmation and transfer of beneficial ownership interests in the Bonds and of other transactions by and between DTC, DTC Participants and Beneficial Owners is based on information furnished by DTC.

Depository Trust Company. DTC will act as securities depository for the Bonds. The Bonds will be issued as fully registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Bond in the aggregate principal amount of each maturity of the Bonds will be deposited with DTC.

DTC Participants and Indirect Participants. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, 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, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("**Direct Participants**") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of certificated bonds. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("**DTCC**"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**"). The DTC rules applicable to its participants are on file with the U.S. Securities and Exchange Commission ("**SEC**"). More information about DTC can be found at www.dtcc.com.

Beneficial Owners. Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interest in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, unless the use of the book-entry system for the Bonds is discontinued.

Transfers and Exchanges. To facilitate subsequent transfers, all of the Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the enabling documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar/Paying Agent and request that copies of notices be provided directly to them.

Notices; Redemption. Redemption notices shall be sent to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in the Bonds to be redeemed.

Consent and Voting. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an omnibus proxy to the Registrar/Paying Agent as soon as possible after the record date. The omnibus proxy assigns Cede & Co.'s consenting and voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the omnibus proxy).

Because DTC is treated as the Owner of the Bonds for substantially all purposes, Beneficial Owners may have a restricted ability to influence in a timely fashion remedial action or the giving or withholding of requested consents or other directions. In addition, because the identity of the Beneficial Owners is unknown to the Issuer, to DTC or to the Registrar/Paying Agent, it may be difficult to transmit information of potential interest to Beneficial Owners in an effective and timely manner. Beneficial Owners should make appropriate arrangements with their broker or dealer regarding distribution of information regarding the Bonds that may be transmitted by or through DTC.

Principal and Interest Payments. Payments of principal, interest and any redemption premiums on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or Registrar/Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed

by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC (nor its nominee), the Registrar/Paying Agent or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the Registrar/Paying Agent’s responsibility, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants. The Issuer can give no assurance that Direct and Indirect Participants will promptly transfer payments to Beneficial Owners.

DTC may discontinue providing its service as depository with respect to the Bonds at any time by giving reasonable notice to the Registrar and Paying Agent or the Issuer. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Issuer may decide to discontinue the use of the system of book-entry-only transfers through DTC (or a successor depository). In that event, Bond certificates will be printed and delivered to DTC.

The Issuer and the Registrar/Paying Agent have no responsibility or obligation to DTC, the Direct Participants, the Indirect Participants or the Beneficial Owners with respect to (1) the accuracy of any records maintained by DTC or any Participant, or the maintenance of any records; (2) the payment by DTC or any Participant of any amount due to any Beneficial Owner in respect of the Bonds, or the sending of any transaction statements; (3) the delivery or timeliness of delivery by DTC or any Participant of any notice to any Beneficial Owner which is required or permitted under the Trust Agreement to be given to Owners; (4) the selection of the Beneficial Owners to receive payments upon any partial redemption of the Bonds; or (5) any consent given or other action taken by DTC or its nominee as the registered owner of the Bonds, including any action taken pursuant to an omnibus proxy.

The information in this section concerning DTC and DTC’s book-entry system has been obtained from sources the Issuer believes to be reliable, but the Issuer takes no responsibility for the accuracy thereof.

The Issuer, the City and the Registrar/Paying Agent cannot and do not give any assurances that DTC, Direct Participants or Indirect Participants will distribute to the Beneficial Owners of the Bonds (i) payments of principal of, premium, if any, and interest with respect to the Bonds, (ii) confirmations of their ownership interests in the Bonds, or (iii) prepayment or other notices sent to DTC or Cede & Co., its partnership nominee, as the registered owner of the Bonds, or that they will do so on a timely basis, or that DTC, Direct Participants or Indirect Participants will serve and act in the manner described in this Official Statement.

NEITHER THE ISSUER, THE CITY NOR THE REGISTRAR/PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO DTC, THE DIRECT PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (i) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT; (ii) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS; (iii) THE DELIVERY BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED TO BE GIVEN TO OWNERS OF THE BONDS UNDER THE TERMS OF THE TRUST AGREEMENT; (iv) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (v) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC.

Beneficial Owners of the Bonds may experience some delay in their receipt of distributions of principal and interest on the Bonds since such distributions will be forwarded by the Registrar/Paying Agent to DTC and DTC will credit such distributions to the accounts of Direct Participants, which will thereafter credit them to the accounts of Beneficial Owners either directly or indirectly through Indirect Participants. Issuance of the Bonds in

book-entry form may reduce the liquidity of the Bonds in the secondary trading market since investors may be unwilling to purchase the Bonds for which they cannot obtain physical certificates. In addition, because transactions in the Bonds can be effected only through DTC, Direct Participants, Indirect Participants and certain banks, the ability of a Beneficial Owner to pledge the Bonds to persons or entities that do not participate in the DTC system, or otherwise to take action in respect of such Bonds, may be limited due to the lack of a physical certificate. Beneficial Owners will not be recognized by the Registrar/Paying Agent as registered owners for purposes of the Trust Agreement, and Beneficial Owners will not be permitted to exercise the rights of registered owners only indirectly through DTC and the Direct or Indirect Participants.

Redemption of the Bonds

Optional Redemption. If the City exercises its option pursuant to the Purchase and Use Agreement to purchase the Issuer's interest in the 2020 Facilities and pays the amounts required to defease and redeem the Bonds or to prepay Base Payments, or if the City makes a voluntary prepayment under the Purchase and Use Agreement, then the Bonds maturing on or after [] 1, 20[], are subject to redemption in whole or in part on any date on or after [] 1, 20[], by the Issuer, as a whole or in part, at any time, and from time to time, and if in part in order of maturities selected by the Issuer, at a redemption price equal to the par amount thereof (to the extent not previously redeemed), plus accrued interest to the redemption date.

Special Optional Redemption. If the City elects to prepay Installment Payments using Net Proceeds of applicable insurance policies, performance bonds, or condemnation awards pursuant to the provisions of the Purchase and Use Agreement because (a) any part of the 2020 Facilities is totally destroyed or is damaged to an extent that the rebuilding or repairing of that part of the 2020 Facilities would be impracticable, (b) there is discovered a material defect in the construction of the 2020 Facilities or any portion of the 2020 Facilities that renders the 2020 Facilities or any portion unusable by the City for its intended purposes, (c) all or substantially all of the 2020 Facilities relating to a particular building is taken by eminent domain, or (d) the City is deprived of the use of any part of the 2020 Facilities by reason of a defect in title thereto, the Bonds will be subject to redemption in whole or in part on any date, as selected by the Trustee, at the direction of the Issuer, at a redemption price equal to the par amount thereof (to the extent not previously redeemed), plus accrued interest to the redemption date.

[Mandatory Redemption.] The Bonds maturing on [] 1, 20[], and [] 1, 20[], are subject to mandatory sinking fund redemption (to the extent not previously redeemed) at a redemption price of 100% of such principal amount, plus interest accrued to the redemption date, on [] 1 of each of the following years in the respective principal amounts for each year specified below:

YEAR

AMOUNT

[†] Final maturity.

The amount of any mandatory sinking fund redemption shall be reduced to the extent Bonds of the applicable maturity have been purchased by the Issuer or redeemed by the Issuer, pursuant to any optional redemption provisions, in such manner as the Issuer shall direct, or, absent such direction, on a pro-rata basis.]

Notice of Redemption. The notice of the call for redemption of the Bonds will 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 registered owner of each Bond subject to redemption at such owner's address shown on the registration books of the Issuer on the 15th day preceding that mailing. Notice of redemption of the Bonds subject to redemption may only be given if funds for such redemption are irrevocably deposited with the Trustee prior to rendering notice of redemption to the Holders of such Bonds, or, in the alternative, the notice given by the Trustee to such Bondholders expressly states that such redemption is conditioned on the deposit of funds sufficient for the redemption by the Issuer and that failing such deposit no redemption will take place.

Partial Redemption. If less than all of the Bonds are called for redemption, the Bonds to be redeemed will be selected in the manner that the Issuer determines as set forth in a certificate of the Issuer filed with the Trustee. If less than all of the Bonds of any one maturity are called for redemption, the Trustee will select the Bonds to be redeemed by lot, each \$5,000 portion of the principal being counted as one Bond for this purpose; provided, however, that so long as the only registered owner of the Bond is Cede & Co., such selection shall be made by the Securities Depository consistent with its rules and procedures.

Procedure in the Event of Revision or Discontinuation of Book-Entry Transfer System

In the event that the Issuer determines that it is in the best interest of the Issuer not to continue the book-entry system or that the interest of the Beneficial Owners of the Bonds may be adversely affected if the book-entry system is continued, then the Issuer will notify the Securities Depository and the Trustee of such determination and the Securities Depository will immediately notify the Participants of the availability, through the Securities Depository, of physical bonds. In such event, the Issuer will execute and the Trustee will authenticate, register and deliver physical bonds as requested by the Securities Depository or any Participant or Beneficial Owner of the Bonds in appropriate authorized denominations in exchange for the 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 Bonds at any time by giving notice to the Issuer and the Trustee and discharging its responsibilities with respect thereto under applicable laws or the Issuer 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 Issuer will either (i) engage the services of another Securities Depository or (ii) deliver physical bonds in the manner described above; provided, however, that the discontinuation of the book entry system of registration and transfer with respect to the 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 SEC.

Mutilated, Lost, Stolen or Destroyed Bonds

In the event that any Bond is mutilated, lost, stolen or destroyed, the Issuer will execute and the Trustee may authenticate a new Bond of the same date, maturity and denomination as that mutilated, lost, stolen or destroyed Bond; provided that, in the case of any mutilated Bond, such mutilated Bond will first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there will be first furnished to the Issuer and to the Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee together with such indemnity satisfactory to them. In the event any such mutilated, lost, stolen or destroyed Bond has matured, instead of issuing a duplicate Bond, the Issuer may pay the same. The Issuer and the Trustee may charge the holder or owner of such mutilated, lost, stolen or destroyed Bond with their reasonable fees and expenses in connection therewith.

PLAN OF FINANCE

Estimated Sources and Uses of Funds

The sources and uses of funds in connection with the issuance of the Bonds are estimated below.

Estimated Sources of Funds:

Proceeds of the Bonds (includes [net] OIP/OID)	\$[]
Total Sources of Funds	<u>\$[]</u>

Estimated Uses of Funds:

Deposit to Series 2020 Project Fund	\$[]
Costs of Issuance ¹	<u>[]</u>
Total Uses of Funds	\$[]

¹Includes legal and accounting fees, underwriter discount, initial fees of the Trustee, printing costs, rating agencies' fees, other costs related to the issuance of the Bonds, and a rounding figure.

Description of the 2020 Projects

The 2020 Projects are described below, primarily consisting of the designing for, constructing, acquiring, equipping, enlarging, extending or increasing each of the following, together with all appurtenances necessary, useful or convenient, for the maintenance and operation of the same:

[]

[]

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

General

The Bonds are limited obligations of the Issuer, secured by and payable from the Trust Estate.

Neither the financing obligations of the City under the Purchase and Use Agreement nor the Bonds themselves constitute, 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 full faith and credit of the City. The Bonds and their interest 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 Holders, from time to time, of the Bonds.

THE OBLIGATION OF THE CITY TO PAY INSTALLMENT PAYMENTS UNDER THE PURCHASE AND USE AGREEMENT IS A CURRENT EXPENSE OF THE CITY AND IS DEPENDENT ON A LAWFUL APPROPRIATION OF FUNDS BEING MADE BY THE CITY COUNCIL TO PAY THE INSTALLMENT PAYMENTS DUE IN EACH FISCAL YEAR UNDER THE PURCHASE AND USE AGREEMENT AND IS NOT IN ANY WAY A DEBT OF THE CITY UNDER ANY APPLICABLE CONSTITUTIONAL OR STATUTORY LIMITATIONS OR REQUIREMENTS CONCERNING THE CREATION OF INDEBTEDNESS BY THE CITY, NOR IS ANYTHING IN THE PURCHASE AND USE AGREEMENT A PLEDGE OF THE GENERAL TAX REVENUES, FUNDS, MONEYS OR CREDIT OF THE CITY.

For the payment of principal of and interest on the Bonds, the Issuer has assigned to the Trustee and granted a security interest in the Trust Estate, which includes, among other things, (i) all right, title and interest of the Issuer in and to the Revenues (with certain exceptions) including, without limitation, all Installments

Payments and other amounts receivable by or on behalf of the Issuer under the Purchase and Use Agreement, (ii) all of the Issuer's right, title and interest in and to the 2020 Facilities (defined below), the Purchase and Use Agreement (except certain reserved rights), the Base Lease and the property rights evidenced by the Base Lease in the 2020 Real Property (as defined in the Purchase and Use Agreement), (iii) certain contract rights, proceeds of insurance and condemnation awards from casualty or takings and (iv) all moneys and investments held in certain of the funds and accounts created under the Trust Agreement.

Under certain circumstances, the Trust Agreement will permit the Issuer to issue additional bonds ("**Additional Bonds**"), which will be equally and ratably secured on a parity basis with the Bonds under the Trust Agreement.

Base Lease

The City leased the 2020 Real Property and conveyed the 2020 Facilities to the Issuer pursuant to the Base Lease. Under the terms of the Base Lease, the Issuer will pay an amount of \$30.00 representing prepayment of the Base Lease Rent for the Base Lease Term.

Purchase and Use Agreement

The City is purchasing the 2020 Facilities from the Issuer pursuant to the Purchase and Use Agreement, which obligates the City to make Installment Payments consisting of (a) semiannual installment payments of purchase price ("**Base Payments**") to the Issuer in amounts calculated to be sufficient to enable the Issuer to pay, when due, the principal of, premium, if any, and interest on the Bonds, and (b) Additional Payments due under the Purchase and Use Agreement. The City expects to pay the Installment Payments from a host of different sources including fee in lieu of tax payments from new and existing businesses in the City and the proceeds of certain general obligation bonds that will be issued from time to time. See "PLAN OF FINANCE – Description of the 2020 Facilities" herein and see Appendix B for the form of the Purchase and Use Agreement.

THE OBLIGATION OF THE CITY TO PAY INSTALLMENT PAYMENTS UNDER THE PURCHASE AND USE AGREEMENT IS A CURRENT EXPENSE OF THE CITY AND IS DEPENDENT ON A LAWFUL APPROPRIATION OF FUNDS BEING MADE BY THE CITY COUNCIL OF THE CITY ("**CITY COUNCIL**") TO PAY EACH INSTALLMENT PAYMENT DUE IN EACH FISCAL YEAR UNDER THE PURCHASE AND USE AGREEMENT AND IS NOT IN ANY WAY A DEBT OF THE CITY UNDER ANY APPLICABLE CONSTITUTIONAL OR STATUTORY LIMITATION OR REQUIREMENT CONCERNING THE CREATION OF INDEBTEDNESS BY THE CITY.

2020 Facilities

The 2020 Facilities are comprised of the City's []. See "**PURCHASE AND USE AGREEMENT**" herein for a description of the 2020 Facilities.

Additional Bonds

Under certain circumstances, the Trust Agreement will permit the Issuer to issue Additional Bonds which will be equally and ratably secured on a parity basis with the Series 2020 Bonds under the Trust Agreement. See "TRUST AGREEMENT" herein and see Appendix B for the form of the Trust Agreement.

INVESTMENT CONSIDERATIONS

In analyzing the Bonds and the security and sources of payment therefor and in order to make an informed investment decision, potential investors should carefully review the following investment considerations prior to making a decision to purchase the Bonds. The following investment considerations are not intended to be exhaustive of the general or specific investment considerations relating to the purchase of the Bonds. Additional investment considerations relating to the purchase of the Bonds are described throughout this Official Statement, whether or not specifically designated as investment considerations. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

Nonappropriation

The debt service on the Bonds will be payable from Installment Payments made by the City pursuant to the Purchase and Use Agreement. The obligation of the City to make Installment Payments under the Purchase and Use Agreement is limited to funds that are specifically budgeted and appropriated annually for that purpose. The City may terminate the Purchase and Use Agreement annually without any penalty.

Each Base Payment made by the City will cause title to an undivided interest in the 2020 Facilities, equal to that percentage of the Purchase Price represented by such payment, to transfer from the Issuer to the City. The Purchase and Use Agreement provides that, on its termination either by reason of default or nonappropriation, the 2020 Facilities (with preference given to entire components thereof, whenever possible and thereafter, portions of the 2020 Facilities) will be partitioned between the Issuer and the City based on their respective percentages of undivided interests in the title to the 2020 Facilities. The Purchase and Use Agreement sets forth the value assigned to particular components of the 2020 Facilities and the percentage of the 2020 Facilities being purchased on an annual basis, subject to adjustment as provided therein, which values will be used for purposes of any partition rather than the current market or other valuation of components of the 2020 Facilities. The determination of which particular components of the 2020 Facilities will remain with the Issuer and which components will be transferred to the City will be made by the Trustee, which may, in its sole discretion, select a Partition Consultant to assist, consult with, and make recommendations to the Trustee concerning the division of the 2020 Facilities.

The decision by the City to budget and appropriate funds to make Installment Payments may be made on the basis of various factors, including but not limited to the continuing need of the City for that portion of the 2020 Facilities which has not transferred to the City.

Continuing Need for Decreasing Interest in the 2020 Facilities

As the City makes Installment Payments over the term of the Bonds, its undivided interest in the 2020 Facilities will increase and the Issuer's undivided interest in the 2020 Facilities will decrease. As a result, the City's need for the portion of the 2020 Facilities retained by the Issuer will potentially diminish as the Issuer's undivided interest in the 2020 Facilities decreases. Moreover, as Installment Payments are made, the City's proportionate undivided interest in the 2020 Facilities will increase at a relatively faster rate than the outstanding principal amount of the Bonds and the Bonds will be reduced. In the later years of the term of the Bonds, the unpaid principal amount of the Bonds might exceed the fair market value of the Issuer's undivided interest in the 2020 Facilities. In the event the Purchase and Use Agreement is terminated and the 2020 Facilities are partitioned between the Issuer and the City, the Purchase and Use Agreement directs that the Trustee (or a Partition Consultant (if any) selected by the Trustee) will direct the partition proceedings.

Ability to Issue Future General Obligation Debt

The ability of the City, should it choose to do so, to issue its general obligation debt during the term of the Bonds to provide funds to make Base Payments under the Purchase and Use Agreement will depend on, among other things, future credit market conditions, the future credit condition of the City, the future credit market access of the City, and the ability of the City to preserve its capacity to issue general obligation debt that does not require voter approval. The City has represented in the Purchase and Use Agreement that it presently intends to maintain its capacity to issue general obligation debt that does not require voter approval, in amounts and at times sufficient to make such Base Payments when due. All amounts paid by the City under the Purchase and Use Agreement may be derived from any available source, including the proceeds of general obligation bonds issued by the City. The City approved an ordinance on [] 10, 2019 ("**Ordinance**"), authorizing specifically the issuance of general obligation bonds to make Base Payments. By adopting the Ordinance, the City has undertaken all necessary administrative approvals that would be conditions precedent to the issuance of any future general obligation bonds in support of the Bonds.

Contestability Period for General Obligation Debt

Should the City choose to make Base Payments utilizing the proceeds of its general obligation debt, two contestability periods may affect the issuance of the general obligation debt: (i) a 20-day contestability period of

the issuance of the general obligation bonds under South Carolina Code Annotated section 11-15-30 and (ii) a 60-day contestability period of the ordinance authorizing the issuance of the general obligation bonds through the initiative and referendum provisions found in South Carolina Code Annotated sections 4-9-1220 and 11-27-40.

The 20-day contestability period commences from the date the record of the proceedings with respect to such general obligation bonds is filed and indexed in the office of the clerk of court of the City. At the conclusion of the contestability period, State law prohibits the filing of actions to contest the issuance of any such general obligation bonds. Should the City choose to issue general obligation bonds to make Base Payments, the City will file a record of the proceedings relating to the general obligation bonds as soon as possible in order to commence the contestability period and close the issuance of the bonds after the contestability period has expired.

The 60-day contestability period for a general obligation bond ordinance and repeal by referendum commences from the date of enactment by City Council of any ordinance authorizing the issuance of bonds which requires a pledge of the full faith and credit of the City. Should the City choose to enact future ordinances authorizing the issuance of general obligation bonds in order to make Base Payments, the risk of such ordinance being repealed using the initiative and referendum provisions could be mitigated by City Council publicizing a notice of the adoption of such ordinance in a newspaper of general circulation in the City. Publication of a notice of adoption reduces the time period in which a petition seeking repeal of the ordinance by referendum may be filed to 20 days.

There are no reported cases in South Carolina in which an issuance of bonds has been invalidated or overturned either by application of the contestability provisions under South Carolina Code Annotated section 11-15-30, or the initiative and referendum provisions contained in South Carolina Code Annotated sections 4-9-1220 and 11-27-40.

Remedies on Nonappropriation

If the City terminates the Purchase and Use Agreement, the Bonds will be payable from such moneys, if any, as may be held or made available by the Trustee, until the expiration of the Base Lease ([] 1, 2050, unless terminated earlier as described herein), from the leasing of the portion of components of the 2020 Facilities that remain with the Issuer after the partitioning described above is accomplished. This restriction as to the use of the 2020 Facilities may limit the potential tenants to which the 2020 Facilities could be leased and could reduce the revenues generated from leasing the remaining 2020 Facilities. The 2020 Facilities are designed to be used solely for and can only be used for civic and public purposes. There can be no assurance of the value of the 2020 Facilities for any use other than public purposes in the event of termination of the Purchase and Use Agreement. In this event, the revenues from leasing the portion of components of the 2020 Facilities remaining with the Issuer, if any, may be substantially less than the amount of remaining debt service on the Bonds.

Changes in Law

From time to time, legislation has been introduced for consideration by the General Assembly designed to modify or, in some cases, prohibit the use of the installment purchase financing structure by local governments in South Carolina. Additionally, the South Carolina Attorney General has issued a non-precedential opinion questioning the legality of the installment purchase revenue bond structure, but has not opined definitively as to the legality of the installment purchase revenue structure. Such opinions and legislation are indicative of the potential for changes in law that could affect the installment purchase financing structure in South Carolina. Changes in law are rarely applied retroactively. Neither the City nor the Issuer can predict if any changes in State law affecting the installment purchase financing structure are on the horizon, or if such changes would have a material impact on the Bonds.

PURCHASE AND USE AGREEMENT

Payment Obligations and Conveyance of Property Interests

Pursuant to the Purchase and Use Agreement, the City has agreed to pay Installment Payments for the 2020 Facilities, which consist of (a) Base Payments in such amounts and at such times as will be sufficient to

enable the Issuer to pay the principal of, premium, if any, and interest on the Bonds, as and when the same shall become due and payable and (b) Additional Payments due under the Purchase and Use Agreement.

Under the terms of the Purchase and Use Agreement, on each payment or prepayment of Base Payments (other than from Bond proceeds and investment income thereof), title to an undivided interest in the 2020 Facilities, equal to that percentage of the Purchase Price represented by such payment or prepayment, will transfer from the Issuer to the City. Under the terms of the Purchase and Use Agreement, payment by the City of Base Payments also entitles the City to the use and occupancy of all of the 2020 Facilities during the applicable fiscal year in which such Base Payments are made.

The Issuer and the City understand and intend that the obligation of the City to pay Installment Payments under the Purchase and Use Agreement constitutes a current expense of the City, is dependent on lawful appropriations of funds being made by the City Council to pay Installment Payments due in each fiscal year, and will 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 in the Purchase and Use Agreement constitute a pledge of the general tax revenues, funds, moneys or credit of the City.

Under the Purchase and Use Agreement, the City will represent that it has no reason to believe, as of the Delivery Date, that it will not continue making Installment Payments through the entire term of the Purchase and Use Agreement, and that it reasonably believes that it will (1) pay the Installment Payments due or coming due under the Purchase and Use Agreement in order to continue to use the 2020 Facilities, (2) have adequate amounts through the proceeds of general obligation bonds issued by the City, in amounts and at times sufficient to make Base Payments when due, and (3) have adequate capacity to issue general obligation debt that does not require voter approval in amounts and at times sufficient to pay Base Payments when due. The Purchase and Use Agreement also provides that the City will represent and covenant that it presently intends to maintain on an annual basis its capacity under the constitutional debt limit to issue general obligation bonds without the need for a referendum in amounts and at all times sufficient to make such annual Base Payments when due. The representations and covenants contained therein are subject to the ability of the City to terminate the Purchase and Use Agreement and all obligations thereunder, as provided in the Purchase and Use Agreement.

Subject to the right of the City to terminate the Purchase and Use Agreement pursuant to the provisions of the Purchase and Use Agreement, the City has covenanted that it will adopt by June 30 of each year either an operating budget reflecting the levying of sufficient revenues or a debt service budget providing for the issuance of general obligation debt in a principal amount sufficient to make Base Payments coming due in the next succeeding fiscal year (in addition to all other general obligation debt service coming due in such fiscal year), and, subject to such provisions of the Purchase and Use Agreement apply such proceeds to the payment of Base Payments coming due in the next succeeding fiscal year.

Termination of Purchase and Use Agreement

ON THE OCCURRENCE OF AN EVENT OF NONAPPROPRIATION, THE 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 WILL NOT BE OBLIGATED TO MAKE PAYMENT OF THE INSTALLMENT PAYMENTS PROVIDED FOR IN THE PURCHASE AND USE AGREEMENT BEYOND THE END OF SUCH FISCAL YEAR (EXCEPT AS OTHERWISE PROVIDED THEREIN). The obligation of the City to make Installment Payments and to perform and observe the covenants and agreements contained in the Purchase and Use Agreement are absolute and unconditional in all events, except as expressly provided under the Purchase and Use Agreement.

Conveyance of Property Interest and Partition of Facilities

The Purchase and Use Agreement provides that on its termination, either by reason of default or nonappropriation, at the written direction of the Trustee, the City and the Issuer will proceed to partition the 2020 Facilities so that the percentage of undivided interests in the title to the 2020 Facilities will be converted, to the

extent feasible, into like percentages of title to entire Facilities Components in accordance with the Purchase and Use Agreement. The date on which the Trustee gives such written direction will be the “Partition Date.” Within a reasonable time after the Partition Date, the Trustee will propose a division of the 2020 Facilities. Trustee may in its sole discretion select a Partition Consultant to assist, consult with and make recommendations to the Trustee in the division of the 2020 Facilities. Trustee and the Partition Consultant, if selected, will endeavor, to the extent practicable, to allocate the 2020 Facilities between the City and the Issuer in a fair and equitable fashion taking into account the following factors: (1) entire Facilities Components, if possible, will be assigned to each of the City and the Issuer; and (2) if portions of the 2020 Facilities and Facilities Components will be assigned to each of the Issuer and the City, the Trustee and the Partition Consultant, if selected, will propose such partition as will, in the aggregate, best protect the interests of the Holders of the Bonds, subject to the provisions of the Purchase and Use Agreement.

The Purchase and Use Agreement further provides that, for purposes of any partition, the 2020 Facilities will be valued in the respective amounts as set forth on Exhibit B to the Purchase and Use Agreement and the percentage of the 2020 Facilities being purchased on an annual basis is also set forth therein, each being subject to adjustment as stated therein. In allocating the 2020 Facilities to the percentage of undivided interests in the entire 2020 Facilities to be conveyed to the City or retained by the Issuer, such values and percentages will be used rather than the current market or other valuation of Facilities Components associated therewith. The determination of which particular components of the 2020 Facilities will remain subject to the leasehold interest of the Issuer and which components will be transferred to the City will be made by the Trustee as set forth in the Purchase and Use Agreement. The Purchase and Use Agreement obligates the City to relinquish its right of possession to the components of the 2020 Facilities partitioned to the Issuer and obligates the Issuer to release from the Base Lease the components of the 2020 Facilities partitioned to the City.

Prior to the expiration of the Waiver Period, an Event of Nonappropriation may, in certain circumstances, be waived by the Issuer or the Trustee (with the written consent of the Trustee) and must, in certain circumstances, be waived regardless of whether the Trustee or any other party consents.

Source of Installment Payments

As described above, the City expects to make Installment Payments, under the Purchase and Use Agreement, from any legally available source being lawfully appropriated by City Council, including, but not limited to, fee in lieu of tax payments from new or existing businesses within the City, general fund monies and proceeds of general obligation debt.

The City is authorized by the Constitution of the State of South Carolina, 1895, as amended (“*State Constitution*”), to incur general obligation debt without voter approval in an amount not exceeding eight percent of the assessed value of all taxable property of the City. The City has covenanted in the Purchase and Use Agreement that it presently intends to maintain adequate capacity to issue general obligation debt that does not require voter approval in amounts sufficient and at times to pay Base Payments when due; provided that nothing in the Purchase and Use Agreement limits the City from providing funds from any other source to pay Base Payments. If the City issues general obligation debt, either in the form of general obligation bonds or bond anticipation notes, from time to time, to provide funds to make Base Payments when due, then the Richland County Auditor is required by State law to levy an unlimited *ad valorem* tax to pay the City’s general obligation debts.

TRUST AGREEMENT

The Bonds are limited obligations of the Issuer. As security for its obligations under the Bonds, the Issuer will assign to the Trustee, and grant a security interest in, the Trust Estate. The Trust Estate includes, among other things, all right, title and interest of the Issuer in and to the Revenues (with certain exceptions) including, without limitation, all Installments Payments and other amounts receivable by or on behalf of the Issuer under the Purchase and Use Agreement, all of the Issuer’s right, title and interest in and to the 2020 Facilities, the Purchase and Use Agreement (except certain reserved rights), the Base Lease and the property rights evidenced by the Base

Lease in the 2020 Real Property, certain contract rights, proceeds of insurance and condemnation awards from casualty or takings and all moneys and investments held in certain of the funds and accounts created under the Trust Agreement.

In the event the City terminates the Purchase and Use Agreement, the Bonds will be payable from such moneys, if any, as may be held or made available by the Trustee from the leasing of the portion of the 2020 Facilities that remain with the Issuer after the partitioning thereof is accomplished until the expiration of the Base Lease (the earlier of (a) [] 1, 2050, unless terminated earlier as described herein, or (b) the date on which the Bonds are discharged within the meaning of the provisions of the Trust Agreement) as described under Purchase and Use Agreement. The Base Lease requires the 2020 Facilities to always be operated for a civic or public purpose. This restriction, as to the use of the 2020 Facilities, will limit the potential tenants to which the 2020 Facilities could be leased and could reduce the revenues, if any, generated from leasing the Facilities. Under certain circumstances, the Bonds will also be payable from the Net Proceeds of insurance policies, surety bonds, or condemnation awards or proceeds received as a consequence of awards resulting from defaults under construction contracts with respect to the 2020 Facilities.

Payment Obligations of the Issuer and the City

The Bonds are obligations of the Issuer secured by and payable from the Trust Estate pledged under the Trust Agreement. The Bonds do not, and will 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 full 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 Holders, from time to time, of the Bonds.

The obligation of the City to pay Installment Payments under the Purchase and Use Agreement is a current expense of the City and is dependent on lawful appropriations of funds being made by the City Council to pay the Installment Payments due in each fiscal year under the Purchase and Use Agreement and will not in any way be construed to be a debt of the City in contravention of any applicable constitutional provisions or statutory limitations or requirements concerning the creation of indebtedness by the City, nor will anything contained therein constitute a pledge of the general tax revenues, funds, moneys or credit of the City.

Parity Obligations

Under certain circumstances, the Trust Agreement permits the Issuer, for specified purposes, and subject to the provisions of applicable law, to issue Additional Bonds, which will be equally and ratably secured on a parity basis with the Bonds under the Trust Agreement. Prior to the delivery of any Additional Bonds, the Trust Agreement provides that there must be executed and delivered an amendment or supplement to the Purchase and Use Agreement and the Base Lease, as applicable, pursuant to which the Installment Payments must be increased and the terms thereof must be extended, if necessary, so as to assure that the additional Installment Payments will adequately provide for the retirement of the Additional Bonds by making available sufficient money for the payment when due of principal and interest thereon.

ENFORCEABILITY OF REMEDIES

The realization of value from the pledge of the Trust Estate under the Trust Agreement on any default or nonappropriation of sufficient funds to make Installment Payments due under the Purchase and Use Agreement will depend on the exercise of various remedies specified by the Trust Agreement and the Purchase and Use Agreement. These and other remedies may require judicial actions, which are often subject to discretion and delay and which may be difficult to pursue. The enforceability of rights and remedies with respect to the Bonds may be limited by state and federal laws, rulings, and decisions affecting remedies and by bankruptcy, reorganization, insolvency, or other laws affecting creditors' rights or remedies heretofore or hereafter enacted. Under existing law (including particularly federal bankruptcy law), certain remedies specified by the Trust Agreement or the Purchase and Use Agreement may not be readily available or may be limited. A court may

decide not to order the specific performance of the covenants contained in the Trust Agreement or the Purchase and Use Agreement.

The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by state and federal laws, rulings, and decisions affecting remedies and by bankruptcy, insolvency, reorganization, fraudulent conveyance, or other similar laws affecting the enforcement of creditors' rights generally.

The undertakings of the Issuer and the City should be considered with reference to Chapter 9 of the Bankruptcy Code, 11 U.S.C. § 901, *et seq.*, and South Carolina Code Annotated section 6-1-10, each as amended, and other laws affecting creditors' rights and municipalities generally. Chapter 9 permits a municipality, political subdivision, public agency, or other instrumentality of a State that is insolvent or unable to meet its debts as such debts mature to file a petition in the United States Bankruptcy Court for the purpose of effecting a plan to adjust its debts; directs such a petitioner to file with the court a list of its creditors; provides that the filing of the petition under that Chapter operates as a stay of the commencement or continuation of any judicial or other proceeding against the petitioner; directs a petitioner to file a plan for the adjustment of its debts; permits the petitioner in its plan to modify the rights to payment of its creditors; and provides that the plan must be accepted in writing by or on behalf of creditors; and provides that the plan must be accepted in writing by or on behalf of creditors of each impaired class of claims holding at least two-thirds in amount and more than one-half in number of the creditors which have accepted or rejected the plan. The plan may be confirmed notwithstanding the negative vote of one or more classes of claims if the court finds that the plan is in the best interest of creditors, is feasible, and is fair and equitable with respect to the dissenting classes of creditors. A petitioner has the right to reinstate indebtedness under its plan according to the original maturity schedule of such indebtedness notwithstanding any provision in the documents under which the indebtedness arose relating to the insolvency or financial condition of the debtor before the confirmation of the plan, the commencement of a case under the Bankruptcy Code, or the appointment of or taking possession by a trustee in a case under the Bankruptcy Code or by a receiver or other custodian prior to the commencement of a case under the Bankruptcy Code.

THE ISSUER

Organization and Corporate Powers

The Issuer was incorporated as a nonprofit corporation on August 19, 2019, pursuant to the provisions of the Nonprofit Corporation Act of 1994, Title 33, Chapter 31 of the South Carolina Code ("**Nonprofit Corporation Act**"). The Articles of Incorporation and Bylaws of the Issuer provide that the Issuer has been organized exclusively for public and charitable purposes, and, without limiting the Issuer Board's general authority to exercise all corporate powers, the Issuer is entitled to:

- (a) acquire or lease real and personal property and develop, finance, refinance, construct, acquire, install and operate certain public facilities to be used by the City and such other projects located in and for the benefit of the City as may be permitted by applicable law;
- (b) acquire, by gift, lease or purchase, and to sell, lease, sublease, convey, assign, mortgage, pledge or otherwise encumber any property, real or personal, incidental to carrying out such projects;
- (c) finance or refinance the costs of acquiring, constructing, and installing projects by the issuance and sale from time to time of bonds in one or more series, or other financing means as is necessary, and desirable in accordance with applicable law;
- (d) convey to the City unencumbered fee title and exclusive possession and use of the applicable projects, including any additions to such projects, on terms agreed on between the Issuer and the City; and
- (e) carry on or engage in any other activities which the Issuer may deem necessary, proper or convenient in connection with the above powers so long as the Issuer is at all times operated as a nonprofit corporation as provided in the Nonprofit Corporation Act.

THE ISSUER HAS NO OPERATING HISTORY, HAS NO ASSETS, AND WILL HAVE NO ASSETS OTHER THAN ITS

INTEREST IN THE 2020 FACILITIES.

The Articles of Incorporation of the Issuer provide that, on the dissolution of the Issuer, the remaining assets of the Issuer will be distributed to one or more governmental entities or exempt organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (“**Code**”).

Governing Body

The Issuer’s Bylaws provide for three members of the Issuer Board. The number of directors of the Issuer Board may be increased or decreased, and the positions held by persons comprising directors may be modified, as may be determined from time to time by two-thirds vote of the Issuer Board. The Issuer’s Bylaws provide that the Issuer Board is self-perpetuating.

Information concerning the current members of the Issuer Board is set forth below:

<u>Name, Board Position/Office</u>	<u>Occupation</u>
, President/Chair	
, Vice-President/Vice-Chair	
, Secretary/Treasurer	

THE CITY

General Description

The City, located at the geographic center of the State, was formed in 1786. It is the City seat of the County and the capital of the State. In addition to being the governmental center of the State, the City is also the business, finance, education and transportation center of the State.

Administration of the City

The City is governed by a council-manager form of government. The Mayor and City Council, who are elected for four-year staggered terms, are vested with the legislative and policy-making powers of the City. Day-to-day activities are administered by a council-appointed City Manager who serves as the chief executive officer of the City and is responsible to the City Council for proper administration of all affairs of the City. The City Manager serves an indefinite term and is subject to removal by a majority vote of the City Council. Financial affairs are under the supervision of the Assistant City Manager for Finance and Economic Services who is appointed by the City Manager. The Finance Director reports to the Assistant City Manager for Finance and Economic Services and is responsible for debt administration, investments and appropriation expenditures and is custodian of all City funds. The General Services Director is responsible for the operation and maintenance of the Facilities.

The present members of the City Council, their occupations, and the dates which their current terms end are as follows:

<u>Name</u>	<u>Occupation</u>	<u>Term Ends</u>
Stephen K. Benjamin, Mayor	Attorney	December 31, 2021
Edward H. McDowell, Jr. , Mayor Pro Tem	Retired	December 31, 2023
Tameika Isaac Devine	Attorney	December 31, 2021
William Brennent	Business Owner	December 31, 2023
Sam Davis [†]	Chief Executive Officer	December 31, 2021
Howard E. Duvall, Jr.	Retired	December 31, 2023
Daniel J. Rickenmann	Business Consultant	December 31, 2021

[†] Councilman Sam Davis is the Chief Executive Officer of BEKOTU and Associates, Inc.

Teresa B. Wilson has served as City Manager since January 2013. Ms. Wilson has served as the City's Director of Governmental Affairs and Assistant City Manager for Community Programs, Economic Development and Government Services. Ms. Wilson graduated from the University of South Carolina's Honors College and the University of South Carolina School of Law. Prior to joining the City, Ms. Wilson served as Government and Community Relations Coordinator for the University of South Carolina's Office of the President, and also served as a liaison for the University of South Carolina and the City of Columbia, as well as a number of community organizations.

Jeffery M. Palen has served as the Assistant City Manager for Finance and Economic Services and Chief Financial Officer since January 2013. Prior to his current position, Mr. Palen served as the City's Treasurer beginning in November 2008, and as hospital chief financial officer with Health Management Associates from 2005 to 2008. Mr. Palen graduated with a Bachelor of Science in Business and a Master's Degree in Business Administration from the University of South Carolina. Mr. Palen has held various positions in both the private and public sectors, including serving as the Deputy Treasurer and the Deputy Auditor for Lexington County.

Janice L. Alonso has served as the Finance Director of the City since July 2013. She has been employed with the City since December 2008, first as the Accounting Manager and, in August 2010, as the Deputy Finance Director. Ms. Alonso has held various positions in both private and public sectors, including Deputy Treasurer for Lexington County and Assistant Controller for Thermo Scientific. Ms. Alonso graduated from the University of South Carolina with a Bachelor of Science in Business. Ms. Alonso is also a Certified Government Finance Officer in South Carolina.

Services Provided

Tax-Supported Services

The City provides various local services which are funded primarily from the City's *ad valorem* tax levy. These services include public services and engineering, construction services, parks and recreation, police, fire and the convention center. The City also collects fees and user charges to offset the cost of providing certain of these services. See "FINANCIAL INFORMATION."

In order to provide these services, the City presently employs 2,710 full time employees, consisting of:

<u>Department</u>	<u>Full Time</u>
General Government	84
Judicial	65
Finance	55
Community Development	63
Public Safety	1209
Parks and Recreation	275
Public Service	45
General Services	382
Utilities/Engineering	532
Total	2710

Under State law, the City is not allowed to negotiate with collective bargaining groups. The City considers itself to have good relations with its employees.

Revenue-Supported Services

The City operates a waterworks and sewer system (“**System**”) and a parking system (“**Parking System**”), which are administered by the City through the City Manager. Under the City Manager’s direction, the financial operations of the System are administered by the City’s Finance Director. The Utilities Department operates the System’s two water treatment plants, water storage and pumping stations and the wastewater plant and sewer lift stations and maintains all water distribution and wastewater sewer collection systems. A total of approximately [] persons are employed in managerial, clerical, maintenance and other capacities relating to the System. The System provides water services to approximately 145,304 water customers, including approximately 103,025 Out-of-City customers and sewer services to approximately 62,117 customers, including approximately 28,012 Out-of-City customers.

The Parking System is managed by the General Services Director who reports directly to the Assistant City Manager for Public Services and employs approximately [] full-time employees. The Parking System consists of on-street parking facilities, which are metered, and off-street parking facilities consisting of eight garages and various parking lots.

Accounting Policies

Management of the City is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss or unauthorized use or disposition and to ensure that adequate accounting data are compiled to allow for preparation of financial statements of the City in conformity with generally accepted accounting principles.

The City has a policy of preparing its Financial Statements in conformity with Generally Accepted Accounting Principles. In addition, Section 5-7-240 of the State Code, requires that the financial statements be audited annually by independent certified public accountants.

Pension Obligations

Retirement: The South Carolina Retirement Systems (“**Systems**”), as administered by the South Carolina Public Employee Benefit Authority (“**Authority**”), maintains five independent cost sharing, multi-employer defined benefit plans. The City is a participating employer in the Systems and generally, the City’s employees are covered by the Systems’ South Carolina Retirement System (“**SCRS**”) or the Police Officers Retirement System (“**PORS**”) plans, unless the employee has elected to participate in the Optional Retirement Program (“**ORP**”).

The SCRS plan offers retirement and other benefits, including disability, survivor and death benefits, to eligible employees. Both employees and employers are required to contribute to the SCRS a percentage of the participating employee's earnable compensation at a rate set by State law. The PORS plan offers retirement and other benefits for police officers employed by the City. Like the SCRS, both employees and employers are required to contribute to the PORS a percentage of the participating employee's earnable compensation at a rate set by State law.

For Fiscal Year 2019, the City made contributions to the SCRS of \$9,117,950 and to the PORS of \$7,519,937, which amounts equaled the statutorily required contributions to SCRS and PORS.

City employees eligible for participation in the SCRS may choose to participate in the ORP, which is a defined contribution plan in which participants direct the investments of their funds in a plan administered by one of four investment providers. The Systems assumes no liability for the ORP benefits and for this reason the ORP is not considered part of the retirement systems for financial statement purposes. Contributions to the ORP are set at the same rates as the SCRS. To participate in the ORP, participants must irrevocably waive participation in the SCRS.

Additionally, the Authority issues its own Comprehensive Annual Financial Report for the Systems ("**Report**"). A copy of the Report for Fiscal Year ended June 30, 2019, may be found at https://peba.sc.gov/sites/default/files/cafr_2019.pdf. Information for the Systems is also included in the Comprehensive Annual Financial Report for the State ("**State Report**"). A copy of the State Report may be found at [https://cg.sc.gov/sites/default/files/Documents/Publications%20and%20Reports/Comprehensive%20Annual%20Financial%20Reports%20\(CAFR\)/FY2019/FY2019CAFR.pdf](https://cg.sc.gov/sites/default/files/Documents/Publications%20and%20Reports/Comprehensive%20Annual%20Financial%20Reports%20(CAFR)/FY2019/FY2019CAFR.pdf).

Plan Contributions: Act No. 13 of 2017 (collectively, "**Plan Legislation**"), signed into law on April 25, 2017, statutorily sets the rates of contribution to the SCRS and PORS for both employers and employees through the fiscal year ending June 30, 2027. The Plan Legislation set the contribution rates through fiscal year ending June 30, 2027, as follows:

<u>Fiscal Year</u>	SCRS		PORS	
	<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>
2019-2020	15.56%	9.00%	18.24%	9.75%
2020-2021	16.56	9.00	19.24	9.75
2021-2022	17.56	9.00	20.24	9.75
2022-23	18.56	9.00	21.24	9.75
thru 2026-27				

Following fiscal year ending June 30, 2027, the Plan Legislation reverts the authority to set the contribution rates of participating employers back to the Board of Directors of the Authority ("**Authority Board**"); employee contributions are capped at 9.00% of earnable compensation for the SCRS and 9.75% of earnable compensation for the PORS. The Authority Board is authorized pursuant to the Plan Legislation to set employer contributions based on the actuarial value of the plans; however, the Plan Legislation prohibits the Authority Board from increasing a participating employer's rate of contribution by more than 0.5% in any fiscal year. The Authority Board may decrease contribution rates of both employers and employees under the Plan Legislation if an actuarial valuation of the SCRS and PORS shows a funded ratio of at least 85% and any decrease would not decrease the funded ratio below 85%. Any decrease by the Authority Board to employer and employee contributions must be made in equal amounts.

The Plan Legislation also shortens the amortization schedule for the unfunded actuarial accrued liabilities of the SCRS and PORS and shifts the burden of funding the unfunded actuarial accrued liability of the SCRS and PORS to participating employers. The unfunded actuarial accrued liability of the SCRS and PORS, as determined

by an annual actuarial valuation, must be amortized over a funding period that does not exceed the following schedule:

<u>Fiscal Year</u>	<u>Funding Period</u>
2019-2020	28 years
2020-2021	27 years
2021-2022	26 years
2022-2023	25 years
2023-2024	24 years
2024-2025	23 years
2025-2026	22 years
2026-2027	21 years
2027-2028 and after	20 years

The Plan Legislation permits employer contribution rates to be increased above those as set forth in the table above or as set by the Authority Board after the fiscal year ending June 30, 2027, if the contribution rates are insufficient to meet the funding periods as set forth above. Increases to employer contribution rates to meet the funding period set forth above may be made without limitation.

Reporting Plan Liability: In accordance with Statement No. 68 of the Governmental Accounting Standards Board (“**GASB**”), the City reported its proportionate share of the overall Net Pension Liability of the Systems – which represents the difference between the total cost of the Systems’ expected future benefits to be paid and the value of assets on hand to cover the benefits – in its financial statements. For Fiscal Year 2019, the City reported its proportionate share of SCRS and PORS Net Pension Liability as \$129,535,221 and \$85,481,582, respectively or 0.578106% and 3.016774% of the total net pension liability.

Other Post-Employment Benefits

The City provides other post-employment benefits (“**OPEB**”) through its single-employer defined dollar benefit plan, The City of Columbia Post-retirement Healthcare Benefit Program. The City administers the plan and provides healthcare benefits for eligible retirees and their spouses. By ordinance, City Council is vested with the authority to establish and amend benefit terms and financing requirements.

In accordance with GASB Statement No. 75, the City’s OPEB liability is now calculated based on the City’s total unfunded OPEB liability. As of June 30, 2019, the most recent measurement date, the estimated total unfunded OPEB liability of the City was \$180,406,818. The City anticipates the unfunded OPEB liability to increase, but is unable to provide an estimated increase.

Liability Insurance

Subject to specific immunity set forth in the South Carolina Tort Claims Act, the City, like other local governments, is liable for damages not to exceed \$300,000 per incident/person and \$600,000 per occurrence/aggregate for torts. There are no limits in actual damages for recoveries under 42 U.S.C. § 1983. No punitive or exemplary damages are permitted under the South Carolina Tort Claims Act or the Federal Civil Rights Act. The City currently self-insures against tort liability under the South Carolina Tort Claims Act.

COVID-19

The United States, including the State of South Carolina, is currently in the midst of a global pandemic caused by a novel coronavirus and resulting disease known as COVID-19 (“**COVID-19**”). The pandemic led to a declaration of emergency by the Governor of South Carolina on [] 13, 2020, followed by the issuance of more stringent orders by the Governor through the rest of March and most of April 2020 including, but not limited to, a

stay-at-home order and the closure of (1) public schools and colleges through the remainder of the school year, (2) dining establishments (except for take-out services), (3) non-essential businesses and (4) public access to recreational sites. Beginning in late April 2020, the Governor issued a series of orders gradually easing most of those restrictions, including lifting the stay-at-home order, and allowing for most retail, dining, and non-essential businesses, including those requiring close contact such as salons and gyms, to reopen with some limitations. However, as of the date of delivery of this Official Statement, the State remains under a state of emergency, as most recently extended by declaration of the Governor on September 24, 2020, to facilitate continued response, testing and other measures to address the COVID-19 pandemic.

The COVID-19 pandemic has altered and is continuing to alter the behavior of businesses, government and people in a manner that is having detrimental effects on global and local economies, including the City's economy. In addition, global financial markets have experienced significant volatility attributed to concerns over COVID-19. The impact of the pandemic on the City and the local, regional, national and international economies cannot be predicted due to the dynamic nature of the outbreak, including uncertainties relating to its duration and severity, as well as what actions may be taken by governmental authorities, businesses and institutions to attempt to contain or mitigate its impact.

As a result of the COVID-19 pandemic, the City has incurred costs [Discussion of COVID related costs].

CERTAIN FISCAL MATTERS

Property Taxation and Assessment

Article X of the State Constitution mandates that the assessment of all property, both real and personal, shall be equal and uniform and that the following ratios shall apply in the appropriate classifications of property:

- (1) Real and personal property owned by or leased to manufacturers, utilities and mining operations and used in the conduct of such business – 10.5% of fair market value; Certain real property owned by or leased to manufacturers for use in “research and development,” office buildings and warehousing and wholesale distribution of wearing apparel is excluded from this classification, and would be subject to the six percent assessment ratio for other real property. Certain new industrial facilities may be entitled to pay a “fee-in-lieu-of-taxes” computed on an assessment ratio of not less than 6% (4% for certain projects involving extraordinary capital investment or job creation) of original cost less depreciation. For property tax years beginning after 2017, 14.2857% of the property tax value of manufacturing property assessed for property tax purposes will be exempt from property taxation; provided, however, the total amount of the exemption for all entities in the State for that fiscal year will not exceed \$85 million. For any year in which the amount is projected to exceed \$85 million, the exemption amount will be proportionally reduced. The full amount of the exemption will be phased in over six years;
- (2) Real and personal property owned by or leased to companies primarily engaged in transportation for hire of persons or property and used in the conduct of such business – 9.5% of fair market value;
- (3) Legal residence and not more than five contiguous acres – 4% of fair market value (if the property owner makes proper application and qualifies);
- (4) Agricultural real property used for such purposes owned by individuals and certain corporations – 4% of use value (if the property owner makes proper application and qualifies);
- (5) Agricultural property and timberlands belonging to corporations having more than 10 shareholders – 6% of use value (if property owner makes proper application and qualifies);
- (6) All other real property – 6% of fair market value;
- (7) Business inventories – 6% of fair market value (as of 1988, there is available an exemption from taxation of property in this category, hence this item is no longer significant, except that the assessed value of business inventory as of tax year 1987 is taken into account in determining total assessed value for purposes of the Debt Limit); and

- (8) (A) Except as set forth in (B) and (C) below, all other personal property – 10.5% of fair market value;
- (B) Personal Motor Vehicles which must be titled by a state or federal agency, limited to passenger motor vehicles and pickup trucks, as defined by law – 6% of fair market value; and
- (C) Aircraft – 4% of fair market value (if approved by ordinance of the City).

In South Carolina, local taxes for counties, schools and special purpose districts are levied as a single tax bill which each taxpayer must pay in full. Taxes are levied by the auditors of the various counties. In the City, current tax collections are made through the office of the County Treasurer. Delinquent tax collections are handled by the Tax Collector's Office which reports to the County Administrator. Tax bills are mailed from the County Treasurer's office on or about October 1 or as soon thereafter as is practicable each year. Real and personal property taxes (except taxes on motor vehicles) are payable on or before January 15 without penalty. A penalty of 3% is added on January 16th, an additional penalty of 7% is added on February 2nd and an additional penalty of 5% is added on [] 17th, at which time the office of the County Treasurer issues orders of execution on all unpaid accounts. The Sheriff of the County is authorized to seize by appropriate means the personal property of a defaulting taxpayer. Thereafter, such property may be sold to satisfy unpaid personal property taxes. Delinquent taxes on real property may be collected through sale of the property by the County.

The DOR has been charged with the responsibility of taking steps necessary to ensure equalization of assessments statewide in order that all property is assessed uniformly and equitably throughout the State, and may require reassessment of any part or all of the property within the County.

Assessment. The County Assessor appraises and assesses all the real property and mobile homes located within the County and certifies the results to the County Auditor. The County Auditor appraises and assesses all motor vehicles, marine equipment, business personal property and airplanes. The DOR furnishes guides for use by the counties in the assessment of automobiles, automotive equipment, and certain other classes of property, and directly assesses the real and personal property of public utilities and manufacturers and also of business equipment.

Each year the DOR certifies its assessments to the County Auditor, who prepares assessment summaries from the respective certifications, determines the appropriate millage levies, prepares tax bills and then in September charges the County Treasurer with the collection. The State has no statewide property tax.

Reassessment. Under law enacted by the General Assembly in 1995, every fifth year the City and the State are required by law to effect an appraisal of all property within the City and to implement that appraisal as a new assessment in the following year. The County implemented a County-wide reassessment plan for the 2018 tax year (which corresponds to the City's 2018-19 Fiscal Year).

Regulations also require that a reappraisal program must be instituted by a county if the median appraisal for all property in such county (as a whole or for any class of property) is higher than 105% or lower than 80% of fair market value.

Limitations on Reassessment. Act No. 388 of the 2006 Acts of the General Assembly, as amended (“**Act 388**”), limits the increase in valuation of real property attributable to reassessment to 15% within each five year reassessment cycle. Growth in valuation resulting from improvements to real property is exempt from the 15% reassessment restriction described above and, generally, at the sale (or other “assessable transfer of interest” which includes long-term leases, conveyances out of trusts, and other defined events, but excludes transfers between spouses) of any real property, that real property will be reassessed at its market value. However, for certain property subject to property tax at an assessment ratio of 6%, Act No. 57 of the 2011 Acts of the General Assembly, as amended, limits, in certain circumstances, this market value reassessment following an “assessable transfer of interest.” This property, following an “assessable transfer of interest,” is instead reassessed for property tax purposes using an “exemption value.” The “exemption value” is calculated by reducing the real property's market value at the time of the “assessable transfer of interest” by up to 25%. If the 25% reduction in market

value results in an “exemption value” which is less than the property’s assessed value as reflected on the books of the property tax assessor at the time of the “assessable transfer of interest,” then the “exemption value” of the property will be the value reflected on the books of the property.

Millage in Years of Reassessment. In the year reassessment is implemented, political subdivisions of the State are limited in the level of millage they may impose. This limited millage levy is referred to as the “rollback” millage. The intended effect of rollback millage is to limit the millage rate to that millage rate which, following a reassessment, will produce the same revenues as were produced in the year preceding reassessment. The rollback millage may be increased by the percentage increase in the consumer price index for the year immediately preceding the year of reassessment. The rollback millage limitation is inapplicable to millage necessary to pay general obligation debt. Act 388 prohibits political subdivisions from overriding the rollback millage limitation except to meet certain specified conditions. Political subdivisions are also limited to the amount by which millage may be increased in a year in which reassessment is not being imposed. See “CERTAIN FISCAL MATTERS – Changes in Millage Levy Authority Effective July 1, 2007” below.

Homestead Exemptions—Property Tax Relief

South Carolina provides a general exemption from all *ad valorem* property taxes that applies to the first \$50,000 of the fair market value of the dwelling place of persons who are over 65 years of age, totally and permanently disabled or legally blind (“**Homestead Exemption**”). The second exemption (“**Property Tax Relief Exemption**”) applies only to *ad valorem* taxes levied for school operating budgets (exclusive of amounts in those budgets for the payment of lease purchase agreements for capital construction) (“**School Taxes**”) and has no impact on the County. The Property Tax Relief Exemption applies to property classified as the legal residence and up to five acres of contiguous land when owned by the residence’s occupant.

Manufacturer’s Exemption

Act No. 40, enacted by the South Carolina General Assembly in 2017 (“**Act 40**”), provides an exemption for a portion of the property tax value of manufacturing property. The total exemption is equal to 14.2857% and will be phased in over a period of 6 years in equal installments of 2.38095%. The first phase of the exemption applies in property tax year 2018 (Fiscal Year 2018-19) and the exemption will be fully applicable in property tax year 2022 (Fiscal Year 2022-2023). The exemption, once fully implemented, reduces the effective assessment ratio on manufacturing property from 10.5% to 9%.

In order to offset the loss of local property tax revenues, Act 40 provides for a reimbursement not to exceed \$85 million per year to political subdivisions, including school districts. The reimbursement is made in the same manner as other property tax exemptions are reimbursed to political subdivisions from the Trust Fund for Tax Relief. In any year the reimbursement will exceed the \$85 million per year cap, the exemption provided to manufacturing property by Act 40 is required to be proportionally reduced so the reimbursement amount does not exceed \$85 million.

Payments in Lieu of Taxes and Other Property Tax Incentives

The State has adopted an array of property tax inducements and incentives to promote investment in the State. Qualifying investments of \$2.5 million (\$1 million in some counties and for certain “brownfield” sites) or more may be negotiated for payments in lieu of taxes for a periods up to 30 years (up to 40 years for certain large investments) using assessment ratios of as little as 6% and using millage rates that are either fixed for the term of the incentive or adjusted every fifth year. In some cases, owners of projects may also design a payment schedule so long as the present value of the payments under the schedule are equal to the present value of the payments that would have been made without the schedule. The State also provides a more generous inducement for enhanced investments, that is, those projects creating at least 125 new jobs and providing new invested capital of not less than \$150 million, projects with a total investment of \$400 million by a single sponsor and certain defined economic development projects. For these enhanced investments the fee-in-lieu of tax payments may be negotiated based on assessment ratios as low as 4% and for a term up to 50 years.

The State provides alternative provisions respecting the distribution of payments in lieu of taxes to entities having taxing jurisdiction at the location of the investment: (i) revenues received in respect of property that is not included in a multicounty or business industrial park (“**MCIP**”) are allocated annually in proportion to the amounts that would have been received by the taxing entities if the payments were taxes, based on the relative millage rates of overlapping taxing entities in a given year; (ii) revenues received from property that is in an MCIP, however, is distributed in accordance with the agreement creating the park; the amount of the distribution to each taxing entity is, for all practical purposes, controlled by the City. Property may be included in an MCIP under terms of agreements between two or more contiguous counties with individual sites being determined primarily by the City in which the site is located. Payments in lieu of taxes may be diverted from taxing entities to fund projects which support economic development activities, including projects that are used solely by a single enterprise, either directly or through the issuance of special source revenue bonds secured by payments in lieu of taxes. A county government may also utilize the payments in lieu of taxes derived from an MCIP for its own corporate purposes or those of other taxing entities in that county by altering the distribution percentages for the payments by ordinance.

Several of the largest taxpayers in the City pay a “fee-in-lieu of taxes” with respect to new manufacturing projects, and each year new fee-in-lieu of tax arrangements are made with other new manufacturing investments.

Projects on which these payments in lieu of taxes are made are considered taxable property at the level of the negotiated payment for purposes of calculating bonded indebtedness limits and for purposes of computing the index of taxpaying ability pursuant to the South Carolina Education Finance Act. If the property is situated in an MCIP, the calculation of assessed value for Debt Limit purposes is based upon the relative share of payments received by all taxing entities which overlap the MCIP. Accordingly, a recipient of payments from an MCIP is able to include only a fraction of the assessed value of property therein in calculating its Debt Limit.

If a county, municipality or special purpose district pledges to the repayment of special source revenue bonds any portion of the revenues received by it from a payment in lieu of taxes, it may not include in the calculation of its Debt Limit the value of the property that is the basis of the pledged portion of revenues. If such political subdivision, prior to pledging revenues to secure a special source revenue bond, has included an amount representing the value of a parcel or item of property that is the subject of a payment in lieu of taxes in the assessed value of taxable property located in the political subdivision and has issued general obligation debt within a Debt Limit calculated on the basis of such assessed value, then it may not pledge revenues based on the item or parcel of property, to the extent that the amount representing its value is necessary to permit the outstanding general obligation debt to not exceed the Debt Limit of the political subdivision.

As an alternative to the issuance of special source revenue bonds, the owners of qualifying projects may receive a credit against payments in lieu of taxes due from the project as a means for the owner to pay for costs incurred from economic development activities. If a county, municipality or special purpose district agrees to allow a credit against the payments in lieu of taxes it would otherwise receive, it is subject to the same limitations on calculation of its Debt Limit as described in the preceding paragraph.

Property Tax/Assessment Legislation

Act 388 limits future increases in the rate of millage levied for operational purposes by all political subdivisions. The annual millage rate for operations may increase only at a rate equal to the sum of (a) the increase in the consumer price index, plus (b) the rate of population growth of the political subdivision. An amendment to Act 388 (R 91) enacted in 2011 provides that there may be added to the operating millage increase any such increase, allowed but not previously imposed, for the three property tax years preceding the year to which the current limit applies. This limitation does not apply to millage that is levied to pay bonded indebtedness. This limitation may be overridden by a vote of two-thirds of the governing body of the political subdivision, but only for the following purposes and only in a year in which such condition exists:

- (1) a deficiency of the preceding year;
- (2) any catastrophic event outside the control of the governing body such as a natural disaster, severe weather

event, act of God, or act of terrorism, fire, war, or riot;

- (3) compliance with a court order or decree;
- (4) taxpayer closure due to circumstances outside the control of the governing body that decreases by ten percent or more the amount of revenue payable to the taxing jurisdiction in the preceding year;
- (5) compliance with a regulation promulgated or statute enacted by the federal or state government after the ratification date of this section for which an appropriation or a method for obtaining an appropriation is not provided by the federal or state government;
- (6) purchase by the local governing body of undeveloped real property or of the residential development rights in undeveloped real property near an operating United States military base which property has been identified as suitable for residential development but which residential development would constitute undesirable residential encroachment upon the United States military base as determined by the governing body; or
- (7) to purchase capital equipment and make expenditures related to the installation, operation, and purchase of the capital equipment including, but not limited to, taxes, duty, transportation, delivery and transit insurance, in a county having a population of less than one hundred thousand persons and having at least forty thousand acres of state forest land.

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Five Year Revenue-Expenditure Summary

The following table sets forth a summary of the City's General Fund operations for the fiscal years ended June 30, 2015 through June 30, 2019. The summary should be reviewed together with the City's audited financial statements for the years ended June 30, 2015, through June 30, 2019, including, but not limited to, the reports of the City's independent auditor and the notes to such financial statements.

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Revenues:					
General property taxes	\$50,563,321	\$51,024,375	\$30,808,092	\$34,411,685	\$35,689,037
Local option sales tax	—	—	20,946,748	20,811,587	20,775,337
Sales, hospitality and admission taxes	90,899	225,932	433,481	634,090	869,619
Licenses and permits	37,837,446	38,659,049	26,580,332	27,889,578	28,404,652
Franchise fees	—	—	13,133,923	12,904,332	11,974,635
Intergovernmental revenue	15,682,389	15,970,472	14,822,853	16,152,914	16,558,061
Charges for services	12,553,980	12,492,939	13,025,426	13,114,382	13,306,139
Fines and forfeitures	1,033,384	822,196	887,354	717,178	677,587
Federal government	—	200,846	120,013	584,188	21,767
State government	—	—	—	—	1,010,667
Promotions	78,322	96,677	521,108	—	—
Private grants	—	—	89,496	147	969
Interest	147,133	205,922	(38,203)	60,674	303,676
Rental income	—	—	103,343	133,873	99,943
Other revenues	<u>200,567</u>	<u>379,902</u>	<u>81,123</u>	<u>13,629</u>	<u>9,576</u>
Total Revenues	<u>118,187,441</u>	<u>120,078,310</u>	<u>121,515,089</u>	<u>127,428,197</u>	<u>129,701,665</u>
Expenditures:					
General Government	6,865,829	7,825,943	11,043,684	12,372,218	12,917,481
Judicial	2,539,958	2,601,829	3,334,061	3,358,803	3,025,420
Finance department	1,779,283	1,756,891	1,787,470	1,807,673	1,782,499
Planning and development	3,228,917	3,071,520	4,106,820	4,090,523	4,276,616
Public safety	56,018,445	61,023,705	60,968,586	65,924,634	66,111,113
Parks and recreation	10,525,782	11,367,618	11,620,323	12,138,971	12,674,154
Public Services	16,257,427	19,370,368	14,638,292	15,062,365	15,134,908
General services	4,680,453	5,189,301	2,416,883	2,424,484	2,524,071
Tourism and community development	—	821,561	5110,680	4,013,376	4,066,379
Non departmental	2,279,518	3,785,304	—	—	—
Community promotions	613,031	—	748,739	245,080	247,048
Debt service					
Principal payment on bonds	936,791	1,704,259	16,092,898	2,165,130	3,311,888
Interest on bonds	910,452	902,795	748,800	188,874	307,002
Debt issuance costs	—	—	61,000	—	—
Capital Outlay	<u>8,512,817</u>	<u>2,124,047</u>	<u>8,002,763</u>	<u>3,907,325</u>	<u>444,253</u>
Total Expenditures	<u>115,148,703</u>	<u>121,545,141</u>	<u>140,680,999</u>	<u>127,699,456</u>	<u>129,822,832</u>
Special Items:					
Collections on capital leases	—	—	13,280,875	—	—
Rental Income	—	—	<u>2,592,856</u>	—	—
Total Special Items	—	—	<u>15,873,731</u>	—	—
Excess (deficiency) of revenue over expenditures	3,038,738	(1,466,831)	(284,070)	(271,259)	(121,167)

Other Financing Sources (Uses)	<u>4,360,675</u>	<u>(5,022,051)</u>	<u>3,008,109</u>	<u>4,369,014</u>	<u>8,516,520</u>
Net change in fund balances	<u>7,399,413</u>	<u>(6,488,882)</u>	<u>2,724,039</u>	<u>5,010,657</u>	<u>8,395,353</u>
Fund Balance, July 1, as reported	\$28,994,327	\$36,393,740	\$29,904,862	\$29,620,792	\$33,718,547
Fund Balance, as restated					\$33,100,656 [†]
Fund Balance, June 30	<u>\$36,393,740</u>	<u>\$29,904,858</u>	<u>\$29,620,792</u>	<u>\$33,718,547</u>	<u>\$41,496,009</u>

[†] Correction of an error (Note VII D) (\$617,891).

D. Restatements

During the year ended June 30, 2019, management of the City discovered that prior year FEMA grant revenues were overstated. The City corrected this by decreasing beginning fund balance for the general fund by \$276,781 and beginning net position for the Water/Sewer Facilities Fund by \$4,265,179. In addition, the OPEB liability and related expense were not properly allocated. The City corrected this by increasing beginning net position for the internal service funds by \$41,534,787 and decreasing beginning net position for the Water/Sewer Facilities Fund, Parking Facilities Fund, and nonmajor enterprise funds by \$35,799,031, \$2,323,970, and \$3,411,786, respectively. In addition, the Capital City Fund, which was previously reported within the General Fund, should have been reported as a special revenue fund. The City corrected this by decreasing beginning fund balance for the general fund and increasing beginning fund balance for other governmental funds by \$341,110. The impact of the restatements on the 2019 beginning net position/fund balance for each fund is below:

	Governmental Activities	Business- type Activities	General Fund	Other Governmental Funds	Water/Sewer Facilities Fund	Parking Facilities Fund	Nonmajor Enterprise Funds	Internal Service Funds
Beginning balance, as previously reported	\$ 504,478	\$ 622,100,542	\$ 33,718,547	\$ 31,032,866	\$ 545,626,367	\$ 26,329,947	\$ 76,204,200	\$ (117,943,268)
FEMA revenue adjustment	(276,781)	(4,265,179)	(276,781)	-	(4,265,179)	-	-	-
OPEB expense adjustment	41,534,787	(41,534,787)	-	-	(35,799,031)	(2,323,970)	(3,411,786)	41,534,787
Capital Project Fund transfer	-	-	(341,110)	341,110	-	-	-	-
Beginning balance, as restated	<u>\$ 41,762,484</u>	<u>\$ 576,300,576</u>	<u>\$ 33,100,656</u>	<u>\$ 31,373,976</u>	<u>\$ 505,562,157</u>	<u>\$ 24,005,977</u>	<u>\$ 72,792,414</u>	<u>\$ (76,408,481)</u>

Budget and Tax Collection Procedure

The City uses a modified program budget based on the various functions and activities in the City. The budget process begins with the development of an Annual Activity Work Plan by each department and division. These plans are due by the end of November. The City Manager reviews these plans in December and gives departments and divisions input on what the City Manager wants to emphasize in the upcoming budget. Budgets are then developed in the departments and divisions and submitted to the City Manager by the beginning of February. The City Manager reviews and revises these budgets in March, and the City Manager's recommended budget is submitted in April to City Council for final approval prior to the beginning of each fiscal year on July 1. The operating budget includes proposed expenditures and means of financing them. Public hearings are conducted at City Hall to obtain taxpayer comments. The budget is legally enacted through passage of an ordinance. The City Manager is authorized to administer the budget and may authorize the transfer of appropriated funds within and between departments and funds as necessary to achieve the goals of the budget.

The budget is monitored on a monthly basis and revisions are made as necessary to account for changes in anticipated revenues and expenditures.

In the County, taxes are collected for county, municipal and school purposes as a single tax bill which must be paid in full by the individual taxpayer. Taxes are collected on a calendar year basis. Real and personal property taxes in the County (except for taxes on motor vehicles which are due on the last day of the month the motor vehicle license expires) are payable on or before January 15 of each year. If taxes are not paid by January 15, a penalty of three percent is added. If tax are not paid on or before February 1, an additional penalty of seven percent is added thereon. If taxes are not paid on or [] 15, an additional penalty of five percent is added thereon and the property goes into execution. The County Treasurer is responsible for the collection of delinquent taxes

and is empowered to sell so much of the defaulting taxpayer's estate, real, personal or both, as may be sufficient to satisfy the taxes.

Because of the Rain Event, the DOR has granted the County a 30-day extension for each of the deadlines contained in the prior paragraph. The City does not anticipate this extension will have an impact on the City's operation

General Fund Budget

The following is a summary of the General Fund Budget of the County for the 2020-21 Fiscal Year as compared to the General Fund Budget for the 2019-2020 Fiscal Year. The budget for the 2020-2021 Fiscal Year was adopted by the Council on [], 2020.

	<u>Budget FY 2020-2021</u>	<u>Budget FY 2019-2020</u>
Revenues		
General Property Taxes		\$ 59,015,129
Licenses and Permits		42,163,401
From Other Agencies		16,476,135
Current Service Charges		15,485,490
Fines & Forfeitures		1,062,800
Miscellaneous Revenue		225,300
Interest on Investment		197,500
Rents & Sale of Property		397,000
Unappropriated Surplus		<u>3,000,000</u>
Total General Fund Sources		<u>138,022,755</u>

	<u>Budget FY 2020-2021</u>	<u>Budget FY 2019-2020</u>
Expenditures		
General Government		\$ 8,544,183
Judicial		2,666,890
Finance Department		2,208,747
Planning & Development		5,241,528
Information Technology		4,356,780
Public Safety		72,368,368
Parks & Recreation		13,984,110
Public Services		20,615,491
General Services		2,201,455
Non-departmental		8,054,614
Total General Fund Sources		<u>140,242,166</u>
Excess (Deficiency) of Revenues		(2,219,411)
Over (Under) Expenditures		
Other financing sources (uses)		
Operating Transfers In		18,314,680
Operating Transfers Out		(16,095,269)
Sale of Capital Assets		<u>—</u>
Total Other Financing Sources		<u>2,219,411</u>

Excess (Deficiency) of Revenues
and Other Financing Sources Over
(Under) Expenditures and Other

_____ \$0

Assessed Value of Taxable Property in the City

The assessed and estimated true value of all taxable property in the City for the fiscal years indicated are set forth below:

<u>Fiscal Year</u>	<u>REAL</u>		<u>PERSONAL AND OTHER</u>		<u>TOTAL</u>	
	<u>Assessed</u>	<u>Actual</u>	<u>Assessed</u>	<u>Actual</u>	<u>Assessed</u>	<u>Actual</u>
				\$1,709,777,05		
2014-15	\$394,221,790	\$7,949,097,129	\$117,043,195	5	\$511,264,985	\$9,658,874,184
2015-16	406,028,080	8,164,834,273	123,473,420	1480,591,620	529,501,500	9,645,425,893
2016-17	414,181,670	8,319,747,629	122,245,699	1,472,158,558	536,427,369	9,791,906,187
2017-18	436,835,680	8,704,879,877	128,818,907	1,625,411,781	565,654,587	10,330,291,658
2018-19	451,617,910	9,033,830,822	127,188,740	1,501,121,493	578,806,650	10,534,952,315

Note: Figures do not include merchant's inventory in the amount of \$6,667,290.

Source: 2019 CAFR

Estimated True Value of All Taxable Property in the City

The assessed value and estimated true value of all taxable property in the City for fiscal year 2018-19 by classification of property is set forth below.

<u>Classification of Property</u>	<u>Assessed Value</u>	<u>Estimated True Value</u>
Real Property (Non-manufacturing) and Mobile Homes		
Motor Vehicles		
Public Utilities		
Manufacturing Property (Real and Personal)		
Marine Equipment/Boats		
Business Personal Property		
Railroads		
Fee in Lieu Property		
TOTAL		

Source: County Auditor

Tax Collections for the City

The following table shows the amount of County (inclusive of other taxing entities, except municipalities) taxes levied by the City Auditor, the amount of such taxes collected as of June 30 of the year following the year in which the levy was made, the percentage of taxes collected and the amount of delinquent taxes collected in the City for the last five fiscal years for which information is available.

<u>Fiscal Year</u>	<u>Taxes Levied</u>	<u>Current Collections</u>	<u>Collections as Percentage of Taxes Levied</u>	<u>Delinquent Taxes Collected</u>	<u>Total Percentage Collected</u>
2014-15	\$50,167,100	\$49,493,219	98.66	\$1,094,527	100.84
2015-16	50,915,070	48,401,467	95.06	810,926	96.66
2016-17	51,618,738	51,377,395	99.53	730,382	100.95
2017-18	55,511,331	56,037,355	100.95	725,300	102.25
2018-19	56,807,204	57,811,187	101.77	-	101.77

Source: 2019 CAFR

Tax Rates

The City Auditor sets the millage levels for all taxing entities at a City Council meeting in October. The millage assessed for County operations and debt service in each of the last five fiscal years for which information is available is set forth below:

	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
Operations					93.8
Debt Service					<u>4.3</u>
Total	96.1	96.1	98.1	98.1	98.1

Source: County Auditor

Ten Largest Taxpayers

The ten largest taxpayers in the City, the assessed value of the taxable property of each, and the total amount of County taxes for fiscal year ended June 30, 2019, are shown below.

<u>Taxpayer</u>	<u>Assessed Value</u>	<u>Taxes Paid</u>
Dominion Energy South Carolina f/k/a SC Electric & Gas [†]	\$19,116,950	\$1,875,373
Bellsouth Telecommunications	3,530,330	346,325
GGP Columbiana Trust	3,397,570	333,302
HPT Sunbelt Portfolio LLC	3,272,110	320,994
Providence Hospital LLC	3,257,790	319,589
EOSII at 1221 Main Street LLC	2,925,000	286,943
SC Telecomm Group Holdings LLC	2,683,610	263,262
CORE Campus Columbia LLC	2,603,430	255,396
1000 Whaley Street LP	2,557,550	250,896
Sprintcom Inc.	2,369,600	232,458

[†] On January 3, 2020, Dominion Energy Inc. (“**Dominion**”) and SCANA Corporation (“**SCANA**”), the parent of South Carolina Electric & Gas (“**SCE&G**”), announced that Dominion acquired SCANA in a stock-for-stock merger. SCANA is expected to continue operations as a wholly owned subsidiary of Dominion and would maintain the headquarters of SCE&G in South Carolina.

Exempt Manufacturing Property in the City

The following table shows the value of new manufacturing property and utility property in the City exempt from County taxes pursuant to Article X, Section 3 of the State Constitution for the fiscal years indicated:

<u>Fiscal Year</u>	<u>Exempt Property Value</u>
2014-15	
2015-16	
2016-17	
2017-18	
2018-19	

Source: []

DEBT STRUCTURE

Legal Debt Limit of the City

Article X, Section 14 of the State Constitution provides that counties shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. General obligation debt may be incurred only for a public and corporate purpose in an amount not exceeding 8% of the assessed value of all taxable property of such county without the necessity of holding a referendum (“**Debt Limit**”). General obligation debt authorized by a majority vote of the qualified electors of the City voting in a referendum may be incurred without limitation as to amount. Title 4, Chapter 15 of the South Carolina Code provides that the governing bodies of the counties of the State may issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding its Debt Limit.

Under Article X, Section 14 of the State Constitution, bonded indebtedness of the City existing on November 30, 1977, and bonded indebtedness authorized by a majority vote of the qualified electors of the City voting in a referendum is not considered in determining the Debt Limit.

The City’s Debt Limit is computed below:

Assessed Value as of June 30, 2020	\$[]
	<u> x 8%</u>
Debt Limit	[]
Less Outstanding Debt Subject to Debt Limit as of October 1, 2020	<u> []</u>
Available Debt Limit Without a Referendum	\$ []

Outstanding General Obligation Indebtedness

The following table sets forth the aggregate amount of general obligation indebtedness of the City at the end of each of the past five fiscal years:

<u>Year Ended June 30</u>	<u>General Obligation Indebtedness</u>
2015	\$30,665,000
2016	36,025,000
2017	33,710,000
2018	25,345,000
2019	21,315,000

Description of General Obligation Indebtedness by Issue

Set forth below are the outstanding issues of general obligation indebtedness of the City as of October 1, 2020:

<u>Series</u>	<u>Project</u>	<u>Final Maturity</u>	<u>Interest Rates (%)</u>	<u>Original Amount</u>	<u>Outstanding Balance</u>
2011A	Capital Assets Acquisition	6/1/2021	2.00-3.00	\$ 9,375,000	\$ 445,000
2011B	Refunding of Series 2002 Bonds	6/1/2022	2.00-3.00	9,945,000	3,355,000
2011C	Acquisition of Capital Assets	6/1/2021	2.00-4.00	5,575,000	235,000
2012	Acquisition of Capital Assets	6/1/2022	2.00-3.00	6,375,000	615,000
2013	Acquisition of Capital Assets	6/1/2023	2.00-3.50	7,315,000	1100,000
2016A	Refunding of Series 2007A Bonds	6/1/2027	2.00-4.00	6,260,000	5130,000
2016B	Acquisition of Capital Assets	6/1/2046	3.00-5.00	<u>10,645,000</u>	<u>10435,000</u>
TOTAL				\$55,490,000	\$21,315,000

Revenue Bond Obligations

The City has the following revenue bonds outstanding as of October 1, 2020. This revenue debt is not included in or counted toward the City's Debt Limit.

<u>Series</u>	<u>Project</u>	<u>Final Maturity</u>	<u>Interest Rates (%)</u>	<u>Original Amount</u>	<u>Outstanding Balance</u>
2012	Hospitality – Capital Projects	2/1/2025	2.50	\$14,825,000	7,420,000
2014	Hospitality – Capital Projects	2/1/2044	2.42-3.15	26,175,000	26,175,000
2018	Hospitality – Capital Projects	2/1/2029	4.29	1,460,000	1,305,000
2018	Parking – Refunding Series 2005A and 2014 Bonds	2/1/2037	2.96-4.34	39,255,000	37,290,000
2009	Water & Sewer – Improvements	2/1/2038	3.6-5.0	81,860,000	81,860,000
2010	Water & Sewer – Improvements	2/1/2034	3.0-5.0	105,000,000	8,770,000
2011A	Water & Sewer – Improvements	2/1/2036	2.0-5.0	100,000,000	29,835,000
2012	Water & Sewer – Refunding Portion of Series 2005 Bonds	2/1/2030	3.5-5.0	58,055,000	58,055,000
2013	Water & Sewer – Improvements	2/1/2043	1.0-5.0	75,305,000	66,615,000
2016A	Water & Sewer – Refunding Portion of Series 2010 Bonds	2/1/2046	2.0-5.0	63,325,000	59,740,000
2016B	Water & Sewer – Refunding Portion of Series 2011A Bonds	2/1/2041	2.0-5.0	146,710,000	144,675,000
2018	Water & Sewer – Improvements	2/1/2048	2.5-5.0	87,340,000	86,425,000

Overlapping Debt

The following table sets forth the assessed value of all taxable property for fiscal year 2018-19 in each political subdivision having outstanding general obligation debt which overlaps the City, the total amount of general obligation indebtedness outstanding as of June 30, 2019, the percentage of value with the City, and the amount of general obligation debt attributable to the City.

<u>Political Subdivisions</u>	<u>Fiscal Year 2018-19 Assessed Value</u>	<u>Outstanding General Obligation Debt</u>	<u>% of Value Within City</u>	<u>G.O. Debt Attributable to City[†]</u>
<u>Incorporated Municipalities</u>				
City of Columbia	\$ 578,806,650	\$88,057,538	100.00	\$88,057,538
<u>Counties</u>				
Richland County	1,647,496,230	87,160,000	33.66	29,338,343
Lexington County	1,234,619,010	30,793,373	1.96	604,934
<u>School Districts</u>				
Lexington Richland School District No. 5	314,623,790	192,456,000	7.71	14,836,220
Richland County School District No. 1	870,701,020	395,660,000	55.65	220,171,568
Richland County School District No. 2	569,933,360	349,555,000	8.49	29,692,790
<u>Special Purpose Districts</u>				
Airport District	1,647,496,230	6,525,000	33.66	2,196,336
Richland-Lexington Riverbanks Park District	2,882,115,240	30,475,000	20.08	6,120,204

[†] This amount is computed by multiplying the political subdivision's outstanding general obligation debt by the ratio of the portion of political subdivision's assessed value within the City to the political subdivision's total assessed value.

Source: 2019 CAFR

Miscellaneous Debt Information

The City has not defaulted in the payment of principal or interest, or in any other material respect, with respect to any of its securities at any time within the last 25 years, nor has the City within such time issued any refunding bonds for the purpose of preventing a default in the payment of principal or interest on any of its securities then outstanding. The City has not used the proceeds of any bonds or other securities for current operating expenses at any time within the last 10 years.

ECONOMIC CHARACTERISTICS

Commerce and Industry

Highlights of the City's recent recruitment activity include the following new and expanding companies:

In January 2019, Miwon Specialty Chemical Co. USA announced its plans to locate a new 65,000 square-foot production facility in the City. Miwon is a specialty chemical manufacturer of raw materials. The company's \$195 million investment is projected to create 25 new jobs. The facility is expected to come online in the third quarter of 2020, with hiring projected to begin in the first quarter of 2020.

In December 2018, Owens Corning, a developer and producer of insulation, acquired an existing manufacturing facility in the City, where it will manufacture coated, non-woven projects for a variety of

applications within the North American building materials industry. The company's \$13.6 million capital investment is projected to bring 16 new jobs.

In November 2018, McEntire Produce, Inc. ("**McEntire**"), a fresh produce processor, repacker and wholesaler, announced it will expand its current operations in the City. Approximately 80% of the company's business comes from food service companies operating in the State, North Carolina, Virginia, Tennessee, Georgia and Florida. McEntire has operated in the City since 1938 and plans to investment \$8 million and to create 21 new jobs

In November 2018, JTEKT Corporation announced the expansion of its Koyo brand bearing manufacturing facility in the City. The company's \$50 million investment is projected to create 113 new jobs in the community over a five-year period. To date, the company has invested a total of \$160 million since 2008, and expects to invest an additional \$5 million before the end of this year, or \$165 million total. The company has created 288 new, full-time jobs in the City since December 2012 under the most recent expansion.

In November 2018, Spirax Sarco, a manufacturer of steam components headquartered in the City, announced its plan to expand operations with an investment of \$6.8 million and the creation of 22 new full-time positions over a five year period. The Company plans to relocate all manufacturing operations to the Northpoint facility and move all finished goods inventory to the Carolina Pines location. The Company also plans to expand and upgrade their high-density silo storage system.

In September 2018, DPX Technologies, a manufacturer of lab testing equipment headquartered in the Carolina Research Park, announced an expansion involving an investment of \$3.1 million and the addition of 14 new jobs.

In September 2018, Experience Columbia held its ribbon cutting ceremony for the brand new state-of-the-art Columbia SC Visitors Center. The 500 square-foot facility will be a resource for visitors and City residents to find gift items, purchase tickets for area attractions and even embark on a walking tour.

In August 2018, Capgemini, a global consulting and technology firm, announced its plans to expand its operations in the City with the opening of an advanced technology and development center. The new center is projected to create at least 200 jobs, with the potential for additional positions in the future.

Colite International, a world leader in full-service sign manufacturing, announced in March 2018 a \$2.5 million investment into its current operations in the City. The investment will allow the purchase of state-of-the-art equipment to keep the company competitive in national and international markets.

In January 2018, Carolina's Rigging & Crane and Charleston's Rigging & Marine Hardware, manufacturers and suppliers of wire rope, rigging and safety solutions for a wide variety of industries, announced plans to expand operations in Charleston and Richland Counties. In the City, the company will move into an existing manufacturing complex adjacent to the Pineview Industrial Park. This facility, complete with multiple overhead bridge cranes, large fabrication area and a crane and rigging safety training center, will help support Carolina's Rigging & Crane customers in the Midlands and throughout the Southeast. To accommodate its growth in the City, Carolina's Rigging & Crane will be adding 17 jobs in the City. The joint investment of \$3.4 million is expected to create 35 new jobs.

In November 2017, The Ritedose Corporation, a pharmaceutical products manufacturer, announced plans to invest \$10 million constructing a new 140,000 square foot facility within the Enterprise Industrial Campus of Midlands Technical College. The latest expansion is in addition to plans announced in 2014 to add 80,000 square feet to their existing 120,000 square foot facility, investing \$110 million and creating 65 new jobs. The Ritedose Corporation specializes in the production of inhalation products, eye drops, ear drops and oral liquids.

In November 2017, Woodfield Systems USA, a designer and manufacturer of bulk liquid and gas handling equipment, announced plans to establish a new manufacturing center in Richland County. In connection with these plans, the company intends to invest \$1.5 million and create 50 new jobs. The company's Richland County operations will produce loading arms, metering and process skids to support the loading and unloading of bulk tanker trucks and rail cars in the refined fuel, industrial and chemical and industrial HVAC markets.

In September 2017, Charter Nex, one of North America's leading independent producers of high-performance specialty films used in flexible packaging and other critical performance applications, announced plans to invest \$85 million and create 110 new jobs in connection with its proposed 140,000-square-foot facility to be constructed in the Carolina Pines Industrial Park in the City.

In August 2017, Trane, a leading global provider of indoor comfort systems and services, announced plans to expand its existing operations in the City with a capital investment of \$96 million and the creation of 700 new jobs. Trane currently has approximately 600 employees in the State. The company's existing facility will increase in size by 680,000 square feet once the expansion is completed.

In May 2017, China Hengshi Foundation Company, a fiberglass fabric provider, announced plans to occupy a 111,000-square-foot facility located in the City. The company's new operations are expected to bring \$11.1 million in capital investment and lead to the creation of 48 new jobs. Founded in 2000, China Hengshi specializes in the research, development, production and marketing of a variety of fiber-weaving products for export around the world. Primarily used in wind turbine blades, the company's products are also used, for example, in space flight, aviation, construction, transportation, and environmental protection.

In April 2017, LuLaRoe, a national provider of women's and men's clothing, is locating a new distribution center in the City. This project is expected to bring approximately \$35 million of new capital investment and create 1,000 new jobs over the next few years. Founded in 2013 in California, LuLaRoe clothing is sold by more than 80,000 Independent Fashion Retailers through the U.S.

In March 2017, Alimex, a producer of precision aluminum plates, announced the establishment of a new \$2 million manufacturing facility in the City. The investment is expected to create 27 new jobs over five years. Founded in Germany, Alimex supplies the worldwide metal distribution, machining and processing industry with high-precision aluminum cast plates.

In January 2017, TCube Solutions, a software services provider and innovation firm, announced plans to expand its existing operations in the City which will create 100 new jobs. To accommodate its continued growth, the company is investing \$1.7 million in a new 25,000 square-foot facility in the First Base Building at Spirit Communications Park, and adding additional equipment. Founded in 2007 with the assistance of the USC-Columbia Technology Incubator program, TCube provides software systems implementation, configuration, maintenance and integration services to insurance industry clients worldwide.

In June 2016, China Jushi, a global manufacturer of fiberglass products, announced the location of their first U.S. manufacturing operating in the City, with an expectation to produce 80,000 tons of fiberglass annually. The first phase of the project is expected to bring \$300 million in capital investment and create 400 new jobs. Once completed, the project is expected to become the largest consumer of water and sewer service from the City. China Jushi broke ground on December 8, 2016. The first phase of the project was completed in 2019.

In June 2016, Pure Power Technologies, a leading manufacturer in the engineering and manufacturing of new and remanufactured diesel fuel injectors for OEMs and aftermarkets, announced invested \$15 million to expand their existing operation in the City and create approximately 79 new jobs.

In April 2016, IBM, USC and Fluor Corporation held the ribbon cutting for the Center for Applied Innovation. The Center will provide application services to both public and private sector organizations across North America with specialties in the areas of analytics and higher education industry solutions. As part of the

initiative, the organizations will collaborate on tailored IT curriculums and advanced analytic techniques for personalized learning. The Center is expected to create 100 new jobs over five years.

In January 2016, Dominion Carolina Gas Transmission announced its plans to establish operations in the City. Dominion's new facility will incorporate 120,000 square feet of office space on a nine acre campus. This move comes on the heels of their acquisition of Carolina Gas Transmission from SCANA Corporation. Dominion is expected to invest \$10 million in its new facility as well as bring around 100 high wage paying jobs to the City.

University of South Carolina

The University of South Carolina ("USC") is the State's flagship research university. USC's main campus is located centrally in the County and serves as an economic driver for the surrounding area through direct investments by USC and the USC Development Foundation. USC received more than \$278.6 million in sponsored research grants in Fiscal Year 2019 and has an endowment of approximately \$673.1 million.

USC, along with the USC Development Foundation, the City and the University Neighborhood Association collaborated to develop the Inn at USC, a state-of-the-art hotel with 117 rooms, including several two-room suites, three deluxe suites with fireplaces, and spacious meeting and seminar rooms. The Inn at USC joined the Wyndham Hotel Group in August 2012 and is now known as the Inn at USC Wyndham Garden Columbia. The Inn is the first Wyndham Garden hotel in South Carolina. The Inn at USC Wyndham Garden Columbia is adjacent to, and services the National Advocacy Center. Marriott purchased and renovated another hotel on USC's Columbia campus. The Courtyard Marriott offers 189 rooms, 16 suites, and three meeting rooms with a capacity of 600.

USC's main campus is home to the Colonial Life Arena - the largest arena in the State with 18,000 seats, and the tenth-largest on-campus basketball facility in the nation. This one-of-a-kind facility features 41 luxury suites, four entertainment suites, and a full-service hospitality room with capacity for 300. Also located on USC's main campus is the Strom Thurmond Wellness and Fitness Center and the Greek Village, which consists of 20 residential housing units, each accommodating 35 to 40 resident students. Located on a 29-acre tract along the Congaree River near downtown Columbia is the USC baseball stadium built in 2009 with a seating capacity of 8,242.

USC formed a public/private partnership with partners in business and government to build a 500-acre research campus called "Innovista" in downtown Columbia for research on hydrogen and other technologies. Innovista facilities consist of the Arnold School of Public Health and two research complexes: Horizon Center and Discovery Plaza. The Arnold School of Public Health, situated in a \$22 million, 104,860-square-foot facility, is the only school of public health in the State. Students become equipped to receive master's and doctoral degree programs in public health, medicine, pharmacy, environment, kinesiology, physical therapy and health systems management. The exercise science program is ranked one of the top five nationally. Horizon I contains 125,000 square feet of dry lab and wet lab space, and is home to the National Science Foundation Industry/University Cooperative for Fuel Cell Research. Discovery Plaza I houses a wet lab with vivarium lab for USC biomedical scientists. The second building in each complex will be for private tenants and their research teams, working on projects related to those of the USC researchers, and each complex will have its own attached parking deck. Horizon II (Center for Applied Innovation) is a five-story, 110,000-square-foot office/dry lab building. Tenants will include private-sector firms and governmental units with collaborative USC research relationships. Innovista provides walking and bike paths tying its buildings and parking to Riverfront Park, the USC baseball stadium, and the Strom Thurmond Wellness & Fitness Center. The total investment for the first phase of construction was approximately \$140 million, with the total investment in Innovista expected to reach \$250 million at completion. Construction on the new 250,000 square-foot, \$90 million Darla Moore School of Business, also located in Innovista, was completed in time for the 2014 Fall semester classes.

The USC Alumni Center ("Alumni Center") opened in the Summer of 2015. The Alumni Center is a \$26 million, 60,000 square-foot venue for alumni engagements and to celebrate life's milestones.

Located on the USC campus adjacent to the Strom Thurmond Fitness Center, Moore Business School, Colonial Life Arena and Greek Village is 650 Lincoln - a private, resort-style student housing development including a six-story, 919-bed apartment complex which opened in 2016. The complex features two- and four-bedroom apartments, a campus dining facility, gaming lounge, a fitness center, outdoor dining terrace and courtyard, a pool and other high-end amenities.

USC opened its new School of Law building in June 2017, an \$80 million, 190,000 square-foot sustainable building located in downtown Columbia. The new School of Law anchors the State's legal corridor" with the South Carolina Supreme Court, South Carolina Court of Appeals, the South Carolina Statehouse, the Children's Law Center, and the National Advocacy Center all within a two-block radius. The building features 17 classrooms, ranging in size from 20 to 95 seats, and two realistic courtrooms, including one that also can be used as a 300-seat auditorium.

Having relocated the law school, USC has plans to renovate the previous law school location in a \$47 million project that will incorporate new uses into the building, including space for 21 new labs and additional classrooms.

In August 2017, University of South Carolina trustees approved a \$460 million plan to transform the south side of USC's downtown Columbia campus into a 3,750-bed "Campus Village" student housing complex. The 18-acre site – bordered by Pickens, Heyward and Sumter streets – calls for cast-stone or brick buildings of up to six stories, a 945-space parking garage, several courtyards, retail shops, a cafeteria and restaurants.

Empire is a new private student housing complex located a few blocks from the USC Horseshoe featuring one, two, three, four and five bedroom apartments with private parking and street-level retail. The latest entry into downtown's upscale student housing market includes two glass-covered towers 12-stories high, with a theater, fitness center and rooftop pool. It is situated along Assembly, Pendleton and Park streets, across Assembly from the State House. Construction of the \$60 million, 435,000-square-foot complex was completed in 2018.

USC has announced preliminary plans to relocate its School of Medicine from the aging Veteran Affairs campus location down to the BullStreet District, which would be more closely adjacent to Prisma Health Richland. The \$200 million relocation and expansion would allow for a complete overhaul of the medical school on a new health sciences campus, spanning roughly 16 acres.

Partners in Off-Campus Living are privately owned apartment complexes that have a close working relationship with the University of South Carolina's Off-Campus Student Services Office, and cater their services directly to USC students. Several of the off-campus apartment complexes are: Greene Crossing, 21 Oaks, Pulaski Square, The Lofts at USC, Station at Five Points, The Hub on Compass, Riverside and YOUnion.

Downtown Columbia

Downtown Columbia's 1600 block of Main Street continues its transformation. Anchored by early adopters Mast General and the Nickelodeon Theater, the block now contains a yoga studio, wine parlor, event venue, vegan restaurant, boutique cigar store, specialty ice cream shop, bowling alley, indoor golf venue, and a web development company. In addition to the numerous retail establishments, restaurants, and businesses, Main Street is also home to Soda City and Famously Hot New Year's celebration. Soda City is Columbia's Main Street Farmers Market open every Saturday from 9am – 1 pm, year round. Soda City offers visitors the opportunity to shop for gifts, fresh produce, locally-sourced fresh and prepared food, and craft items. Columbia's Famously Hot New Year's Celebration is South Carolina's largest New Year's Eve event, hosted on Main Street. Started in 2011, Famously Hot New Year is a free, outdoor celebration that draws a diverse, all-ages crowd of tens of thousands of guests—from 48 states and 11 countries—to downtown Columbia.

Columbia Marriott located on Main Street invested approximately \$12 million in renovations to its facilities. A new restaurant concept was a main focus of the renovations, which included updates to all guest rooms and suites and a broad transformation throughout the lobby, the concierge lounge, and the hotel's 27,000-square-foot of meeting space. A 20-story office building adjoining the Columbia Marriott was, after the relocation of its primary tenant, renovated and converted in 2015, into an 850-bed apartment facility (Hub On Campus Columbia) targeted to USC students.

Station at Five Points Apartments, a student housing complex including one, two, three, and four bedroom apartments, with numerous amenities, including electronic building access, study rooms, a 24-hour business center, community-wide high-speed Wi-Fi, media center, fire pit and grilling area, fitness center, pool, gaming room and golf simulator, opened in July 2016.

Segra Park (formerly known as Spirit Communications Park, "Park") opened in April 2016. It is a state-of-the-art multi-use sports and entertainment venue situated in "The Commons at BullStreet" in Downtown Columbia. The Park, which hosted its first game in April 2016, is home to the Columbia Fireflies, an affiliated Minor League Baseball team. The Park was named the 2016 Ballpark of the Year by Ballpark Digest. The Park will anchor various projects at The Commons at BullStreet. The baseball team has approximately 550 part-time and 35 full-time employees. The Park seats approximately 8,000 fans for baseball games and 14,000 for concerts.

The Commons at BullStreet is a 181-acre, planned development intending to provide a live-work-play community in the City's downtown. The first phase of development includes The First Base (office) Building and Bone-In Barbeque, a restaurant which opened in June 2018. The 196-unit Merrill Gardens, senior-living community and 28 residential townhomes are each under construction. The historic Bakery at Bull Street building is home to the SOCO co-work and event space. The Central Energy Facility is the future home of Downtown Church and plans are being formulated to locate a new USC Health Sciences campus on The Commons at BullStreet.

In September 2018, Experience Columbia held its ribbon cutting ceremony for the brand new state-of-the-art Columbia SC Visitors Center. The 500-square-foot facility will be a resource for visitors and Columbia residents to find gift items, purchase tickets for area attractions and even embark on a walking tour.

Sola Station at Canalside is a \$58 million, mixed use development on Columbia's Riverfront that will incorporate 339 multifamily units and 30,000 square feet of commercial space.

In November 2018, a grand opening was held for The Busby Street Community and Resource Training Center ("Busby Street Complex"). The Busby Street Complex is comprised of two buildings, the Columbia Parks & Recreation Department's 6,968-square-foot Community Center ("Community Center"), which offers a large playground and walking trail directly behind the building, and the Columbia Police Department's 1,439-square-foot Office of Community Services ("Office of Community Services"). The Community Center houses a large multipurpose room that can be divided into three smaller meeting spaces, state-of-the-art audiovisual equipment, three office spaces, a kitchen and a conference room. The Office of Community Services is also equipped with state-of-the-art audiovisual equipment, three office spaces and a conference room.

In November of 2018, Duck Creek unveiled the opening of their expansion into the 14th floor of 1441 Main Street. Duck Creek is a provider of core system cloud services and software to the global property and casualty insurance industry. The expansion helps provide additional space for the approximately 40 employees they have added since 2017, as well as room for new hires as they continue to grow.

In April 2018, a new boutique hotel, Hotel Trundle, opened in Columbia's Main Street district. The 41-room hotel spans three half-century-old buildings, which used to house an auto parts store, a furniture store and a paint store.

In January 2018, the Hunter-Gatherer Brewery opened in Columbia's historic Depression-era Curtiss-Wright hangar at Jim Hamilton-L.B. Owens Airport. The hangar underwent a complete renovation and re-opened as a craft brewery owned and operated by Hunter Gatherer. The brewery takes up the entire 13,000-square-foot hangar and includes a tap room, event space, an open-to-the-public brewery and an observation deck overlooking the commuter airport near Rosewood Drive. The hangar has hosted the likes of World War II hero Jimmy Doolittle and aviation legend Amelia Earhart.

In November 2017, the City announced the Azurest at Heritage Creek project, which will be located in the City's northern area. The project is a mixed-use development of commercial, residential and retail space to include single- and multi-family housing, retail and recreation to 80, currently-undeveloped, acres. The development is expected to include more than 100 homes, a senior assisted-living facility, a school, boutique shops, medical clinics, and restaurants.

The Vista

The City, in cooperation with the City and Lexington County, constructed a 142,500 square-foot, state-of-the-art meeting and convention center in the downtown "Vista" area at a cost of \$40 million. The Columbia Metropolitan Convention Center ("Convention Center") is complemented by a 222-room, full service Hilton Convention Center Hotel, along with an adjacent 829-space parking garage serving the hotel, convention center and area businesses. In recent years, the possible expansion of the Convention Center has generated a great deal of interest, especially from the hospitality community and City leaders, as a way for Columbia's downtown to continue to development and to compete with other destinations for larger convention traffic. Possible expansion plans include the addition of approximately 100,000 square feet, including approximately 75,000 square feet of exhibition space, and the construction of additional parking facilities. Recently, a developer, citing the need for an expanded Convention Center, announced plans for the possible development of two upscale hotels, featuring approximately 450 rooms in the aggregate, approximately 25,000 square feet of meeting space, a restaurant and other amenities, as well as other restaurant, retail, office and residential components, on approximately 12 acres adjacent to the expanded Convention Center. Other major projects in the Vista area include renovation of the historic South Carolina Dispensary Warehouse for reuse as a Publix grocery store and townhouses, and the development of Canal Front Park along the Columbia Canal.

Residential projects in the Vista include Justice Square Town Homes, a 12-unit residential project. In addition, Renaissance Plaza Apartments provides live/work residential units, with 17 small storefronts and professional offices and 55 condominiums. The Canal Side development consists of 25 acres and 750 total units of single-family attached, detached and multi-family residential options, a central park area, open space adjacent to the Congaree River and Columbia Canal, and a limited amount of complementary retail and commercial space. In addition to the above, many businesses, including over 60 restaurants and bars, approximately 40 art galleries and specialty shops, hotels, banks, retail stores, and other office buildings have been or are currently under development in the Vista area.

The Vista offers various hotels and places to stay overnight, including the Courtyard Columbia Downtown at USC, the Hampton Inn Downtown Historic District, the Holiday Inn Express and Suites, the Sheraton Columbia Downtown, the Springhill Suites Columbia Downtown, Staybridge Suites, the Hyatt Place, and Aloft.

In February 2017, the new Aloft Hotel opened, bringing a new, unique boutique hotel option to the Vista. The five-story, 107 room hotel provides another contemporary and artsy offering for those looking to stay downtown providing easy walking access to most restaurants and the Convention Center. Aloft is a spinoff of the Starwood company's trendy W hotels.

In August 2016, Congaree Vista Guild announced the opening of four housing developments: The Apartments at Palmetto Compress, GreeneCrossing, ParkPlace, and 650 Lincoln, which all offer residents an urban environment convenient to the University of South Carolina, shops, restaurants, nightlife and more. These

developments have added approximately 2,000 new residents to the population of Vista, and estimated to now include 5,000 residents, doubling the resident population in the Vista.

In addition to the above, many businesses, including restaurants, hotels, banks, retail stores, apartments and other office buildings, have been or are currently under development in the Vista area.

Fort Jackson

Fort Jackson (“**Fort**”) was established in 1917 and designated as a permanent post of the United States Army in 1940. The Fort is the largest and most active Initial Entry Training Center in the United States Army, providing training to 54% of the Army’s Basic Combat Training load and 60% of the women who enter the Army each year. While some installations have experienced downsizing and closure in past years, Fort Jackson has added several new schools and training institutions since 1995 including the Army’s Drill Sergeant; Master Fitness and Master Resiliency Schools; the Soldier Support Institute and their Adjutant General, Financial Management, Non-Commissioned Officers Academy, and Inter-Service Postal Training Activity; the National Center for Credibility Assessment; and the Armed Forces Chaplaincy Center and School training Army, Air Force, and Naval Chaplains. These schools and training institutions provide advance training to over 22,000 students.

More than 3,500 active duty soldiers and their family members are assigned to the Fort. The Fort instructs more than 47,000 soldiers in basic training and advanced individual training each year. The Fort employs almost 2,600 civilians and provides services for more than 46,000 retirees and their family members. An additional 22,000 students attend courses at the Soldier Support Institute, Armed Forces Chaplaincy Center and School, National Center for Credibility Assessment and Drill Sergeant School annually.

Approximately 15,000 acres of the 52,000-acre base are licensed to the South Carolina Army National Guard, which operates the McGrady National Training Center. The McGrady National Training Center is responsible for training members of the SC Army National Guard and is the central training facility for Navy and Air Force Personnel assigned as Individual Augmentees.

The Fort also provides numerous support services for soldiers and their families, including the Moncrief Army Health Clinic (“**Moncrief**”), an out-patient services clinic, providing health services on base. Moncrief provides preventative medicine, behavioral health, chiropractic, dental, immunization, laboratory, nuclear medicine, nutrition care, optometry, pharmacy, physical therapy, radiology, and other services. Moncrief offers acute care services but does not have an emergency room.

The Fort, annexed into the City in October 1968, has a significant economic impact on the midlands area, contributing approximately \$2.4 billion to the local economy. In addition, approximately 250,000 friends and family members visit the midlands area each year to attend basic training graduation activities, using local hotels, restaurants and shopping areas. The Fort encompasses more than 52,000 acres of land including over 100 ranges and field training sites and 1,160 buildings. Recent improvements include: U.S. Army Reserves’ 81st Readiness Division, U.S. Army Drill Sergeant Academy, Family Housing, Basic Combat Training Museum, Hilton Field, Starship Barracks, Family Life Center, Master Resilience Course building and IHG Army Hotel.

Population

The population of the City, Lexington County, Richland County and the Columbia Metropolitan Statistical Area (“Columbia MSA”) for the preceding three decades and an estimate as of July 1, 2019, are set forth in the following table:

<u>Year</u>	<u>City</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>Columbia MSA</u>
1990	103,477	167,611	285,720	453,932
2000	116,278	216,014	320,677	647,158
2010	129,272	262,391	384,504	767,598

2019[†] 131,674 298,750 415,759 838,433

Source: U.S. Department of Commerce, Bureau of the Census.

[†]Estimate as of July 1, 2019.

Per Capita Personal Income

The per capita personal income in the City, the State and the United States for each of the last five years for which information is available is below:

<u>Year</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>State</u>
2014	\$40,433	40,189	37,622
2015	42,807	42,007	39,496
2016	43,666	42,473	40,404
2017	45,533	44,250	42,081
2018	46,513	45,529	43,702

Source: U.S. Department of Commerce, Bureau of Economic Analysis; Updated November 14, 2019 - new statistics for 2018; revised statistics for 2014-2017.

Median Family Income

Median family income statistics for the City are available only as combined figures for the Columbia MSA. The median family income for the Columbia MSA for the last five years for which information is available is shown in the following table. Median family income figures for the State and United States are shown for comparison purposes.

<u>Year</u>	<u>Columbia MSA</u>	<u>State</u>	<u>United States</u>
2015	64,700	55,500	65,800
2016	64,100	56,100	65,700
2017	67,000	58,300	68,000
2018	69,900	62,500	71,900
2019			

Source: U.S. Department of Housing and Urban Development

Median Age and Education Levels

The following table illustrates the changes in the median age of the City and the percentage of the population 25 years old and older with a bachelor's degree or higher from the 2000 census to the latest estimate available from the United States Census Bureau. Median age and education statistics for the State and the United States are included for comparison purposes.

	<u>Median Age (in years)</u>			<u>Percentage over 25 with bachelor's degree</u>		
	<u>County</u>	<u>State</u>	<u>U.S.</u>	<u>County</u>	<u>State</u>	<u>U.S.</u>
2000	32.6	35.4	35.3	32.5%	20.4%	24.4%
2010	32.6	37.9	37.2	36.0	24.5	27.4
2017	33.6	39.0	38.1	37.7	27.0	30.9

Source: United States Census Bureau

Construction Activity

<u>Fiscal Year Ended</u>	<u>Commercial</u>			<u>Residential</u>		
	<u>Number of</u>	<u>Estimated</u>		<u>Number of</u>	<u>Estimated</u>	

<u>June 30</u>	<u>Units</u>	<u>Commercial Costs</u>	<u>Units</u>	<u>Residential Costs</u>
2015	32	\$ 96,485,135	629	\$118,450,921
2016	34	78,078,051	179	31,824,601
2017	31	107,273,675	316	67,337,325
2018				
2019				

Source: City of Columbia, Planning and Development Services, Permits

Retail Sales

The following table shows retail sales of businesses located in Lexington County, Richland County and the City for the last five fiscal years, for which information is available:

<u>Fiscal Year Ended June 30</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>City</u>
2015	\$12,277,626,168	\$10,616,492,430	\$4,781,690,279
2016	15,315,151,929	11,299,456,248	5,272,281,860
2017	15,107,007,657	11,419,480,075	5,262,679,780
2018	14,646,693,608	11,483,661,054	5,441,133,931
2019	14,590,044,748	11,838,516,781	

Source: South Carolina Department of Revenue

Major Industrial Employers

The following table shows the ten largest industrial employers, located within the Columbia MSA, the type of business and their approximate number of employees:

<u>Name</u>	<u>Type of Business</u>	<u>Number of Employees</u>
Dominion Energy	Utility	3,066
Michelin North America Inc.	Tire manufacturing	1,525
Westinghouse Electric Corp.	Nuclear fuel assemblies	1,227
Invista	Chemical products/preparation	1,000
Nephron Pharmaceuticals	Pharmaceuticals	1,000
Trane	Air conditioning	900
Square D/Schneider Electric	Industrial electrical controls	800
International Paper Co.	Wood and Paper Products	700
McEntire Produce	Fresh Produce Processor	558
The State Media Company	Newspaper Production	560

Source: Central SC Alliance

Major Non-Industrial Employers

The following table shows the ten largest non-industrial employers (other than the governmental entities described under “Government Employers” below), located within the Columbia MSA, the type of business and their approximate number of employees:

<u>Name</u>	<u>Type of Business</u>	<u>Approximate Number of Employees</u>
Prisma Health	Health Care	15,000
Blue Cross & Blue Shield of SC	Insurance	9,839
Lexington Medical Center	Healthcare	6,699
Amazon	Distribution Center	2,400
AT&T	Telecommunications	2,100
Providence Health	Healthcare	1,625
UPS	Logistics, Distribution	1,546
Verizon	Telecommunications	1,445
Palmetto GBA	Finance & Insurance	1,300
Colonial Life	Finance & Insurance	1,300
Allied Universal	Corporate Security	1,200

Source: Central SC Alliance

Government Employers

Governmental entities are the largest employers in the Columbia MSA. As the table below indicates, such governmental entities have historically provided a stable employment base. These entities include the State government, local governments (including the City), other federal government entities and local school districts. The table shown below provides a breakdown on employment by these entities for the Columbia MSA:

<u>Name</u>	<u>Approximate Number of Employees</u>
State of South Carolina	32,085
University of South Carolina	6,395
S.C. Department of Corrections	4,707
Richland County School District 1	4,265
S.C. Department of Transportation	4,245
S.C. Department of Mental Health	4,143
S.C. Department of Social Services	4,069
Lexington County School District 1	3,750
Richland County School District 2	3,654
S.C. Department of Health and Environmental Control	2,994

Source: Central SC Alliance

Unemployment Rate

The average unemployment rates in the City, Lexington County, Richland County, the State and the United States for each of the last five calendar years, for which information is available, are set forth in the following table:

<u>Year</u>	<u>City</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>State</u>	<u>United States</u>
2015	6.5%	4.8%	5.7%	6.0%	5.3%
2016	5.5	4.1	4.9	5.0	4.9
2017	4.7	3.6	4.3	4.3	4.4
2018	3.9	2.9	3.4	3.4	3.9
2019	2.7	2.3	2.9	2.8	3.7

Source: U.S. Department of Labor, Bureau of Labor Statistics

The monthly unemployment rates in the City, Lexington County, Richland County, the State and the United States, for each of the last five years for which information is available was:

<u>Month</u>	<u>City</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>State</u>	<u>United States</u>
September 2019	1.9	1.6%	2.0%	2.0%	3.3%
October 2019	2.2	2.0	2.3	2.4	3.3
November 2019	2.1	1.8	2.2	2.3	3.3
December 2019	2.2	1.9	2.2	2.4	3.4
January 2020	2.7	2.3	2.8	3.0	4.0
February 2020	2.8	2.5	2.9	3.1	3.8
March 2020	2.8	2.4	2.8	3.0	4.5
April 2020	8.5	7.6	9.0	12.2	14.4
May 2020	9.3	8.1	10.1	12.0	13.0
June 2020	7.8	6.5	8.7	8.9	11.2
July 2020	7.8	6.3	8.7	8.9	10.5
August 2020	5.9 ^(P)	4.7	6.8	6.6	8.5

^(P) Preliminary

Source: U.S. Department of Labor, Bureau of Labor Statistics (City only); S.C. Department of Employment & Workforce

Transportation

Interstate highways I-20, I-26 and I-77 and a network of U.S. and State highways traverse the Columbia MSA. Rail freight service is provided by CSX Transportation and Norfolk Southern Corporation. Rail passenger service is available through Amtrak. Nationwide freight service is available through approximately 50 motor freight lines regularly serving the area. Intercity bus service is provided by Greyhound Lines, Inc.

The Columbia Metropolitan Airport (“**Airport**” or “**CAE**”), located in the unincorporated area of Lexington County, and approximately six miles southwest of the City’s central business district, is comprised of two runways, associated taxiways, an air traffic control tower, aviation fuel storage facilities, aircraft parking aprons, a passenger terminal building, air cargo buildings, general aviation hangars and terminals, support facilities for the U.S. Army Reserve, the aeronautical facilities of the South Carolina Aeronautics Commission, roads, grounds and public parking facilities; all of which are located on approximately 2,600 acres. Air operations are conducted on an 8,600-foot x 150-foot runway and an 8,000-foot x 150-foot runway. The passenger terminal features a two-level concourse for common-use gates; a central food court within easy view of

all gates; expanded airline ticket counter; baggage claim area; valet parking; and a covered walkway between the terminal and parking lot. A multi-level parking structure and surface parking lots provide a combined 3,505 public parking spaces. The Airport serves more than 1.2 million passengers annually and processes more than 168,000 tons of air cargo. A 108-acre parcel of the Airport property has been designated as Foreign Trade Zone 127 by U.S. Customs. The Columbia Airport Enterprise Park is a 435-acre industrial park located on the Airport complex. The FAA Southern Region Airports Division awarded the Airport the 2005 Air Carrier Airport Safety Award. The Airport has hired and maintained a competent, trained staff of Airport rescue firefighters, maintenance technicians and operations coordinators.

The passenger airlines currently serving the Airport are: American Airlines, Delta Air Lines, and United Airlines, which provide over 60 non-stop departures to 10 major airports and 9 destinations. The major air cargo companies serving the Airport include Mountain Air Cargo, Federal Express United Parcel Service (“**UPS**”) and contracted carriers.

The Airport is the site of UPS’ southeastern region Air/Ground Hub and Sortation Station for both its Next Day Air and Second Day Air package delivery services. Using its own funds, UPS constructed a package sortation building encompassing approximately 352,000 square feet on a 50-acre site near the Airport, which it purchased from the Airport. UPS is also leasing from the Airport a 35,000 square foot office building on a nine-acre site in CAE Park which houses the 200-person staff that reconciles and administers UPS’ system-wide COD delivery services. UPS is operating with a minimum of 20 daily jet freighter arrivals and 20 departures at the Airport.

In June 2017, the Airport completed the process of transforming five acres of Airport property to a 4,320-panel solar farm, the first solar farm at an airport in the State. CAE dedicated \$60 million to implement environmentally friendly projects as a part of their Enhanced Construction Opportunities Program. The solar farm is located between two runways and can produce enough energy to power 225 homes. The new solar farm is expected to save the Airport approximately \$250,000 a year.

The Jim Hamilton-L.B. Owens Airport, with a 5,011-foot x 75-foot runway and 400-foot stopway, is located in the southeast section of the City and is used by private and other small aircraft.

Medical Facilities

Richland County is a regional health center with two federal facilities (Wm. Jennings Bryan Dorn VA Medical Center and Moncrief) and five primary acute care hospitals. Furthermore, there are five psychiatric hospitals and approximately 100 licensed nursing homes and community residential care facilities in the Columbia MSA. Prisma Health Richland, Prisma Health Baptist, and Prisma Health Baptist Parkridge (“**Parkridge**”), Providence Hospital and Providence Hospital Northeast located in Columbia. Prisma Health Baptist, Prisma Health Richland and Parkridge, comprise a portion of the newly created Prisma Health system, which was formed by an affiliation between the Greenville Health System and Palmetto Health (“**Prisma Health**”). Prisma Health offers a broad range of medical services at both Columbia campuses, such as Behavioral Health Services, The Birthplace, Chest Pain ER, Children’s Hospital, Emergency and Trauma Center, Geriatric Medicine, Prisma Health Breast Center, Prisma Health Heart Hospital, Prisma Health Cancer Center, South Carolina Comprehensive Breast Center and Stork’s Landing. Prisma Health offers a total of 12 medical residency programs at its two teaching hospitals, Prisma Health Richland and Prisma Health Baptist with more than 230 residents on staff.

Prisma Health Baptist, located in downtown Columbia, operates a capacity of 352 acute care beds, with approximately 2,300 employees and a medical staff of 740. Prisma Health Baptist’s areas of specialty include cardiac catheterization, oncology, surgery, urology, women’s services, orthopedics, and behavioral care.

Prisma Health Richland is a 641-bed regional community teaching medical center consisting of more than 4,200 employees and a medical and dental staff of approximately 900. Prisma Health Richland offers the Midland’s only Pediatric Intensive Care Unit; a Level III Neonatal Intensive Care Unit; a day hospital featuring a

pediatric sedation unit; STORK, the State's first neonatal transport ambulance; the Children's Center for Cancer and Blood Disorders; and the Children's Emergency Center. In addition, the Children's Hospital has an education coordinator to arrange for educational assistance to help patients keep up with their schoolwork.

Prisma Health Heart Hospital ("**Heart Hospital**"), located at the Richland campus, is a state-of-the-art cardiac care facility, which is the State's only freestanding facility dedicated entirely to the prevention, diagnosis and treatment of cardiovascular diseases. To provide an unparalleled level of individualized care for residents of the State, the hospital includes: 124 private inpatient beds; Cardiovascular Intensive Care Unit; Critical Care Unit; Cardiac Diagnosis; Cardiac Cath and Electrophysiology labs; Cardiac Rehabilitation Program; Pulmonary Rehabilitation Program; Telemetry Units; labs and diagnostic test areas; landscaped atriums; 700-car parking garage; gift shop; and specialty coffee cart. Attached to the Heart Hospital is a 100,000 square-foot medical office building which enables physicians and clinical staff to spend more time caring for the patients.

Parkridge, located in the northwest portion of the City is Prisma Health's newest full-service community hospital offering state-of-the-art inpatient, surgical, medical and emergency care. The Parkridge facility includes 76 in-patient beds, an intensive care unit, a labor and delivery unit and newborn nursery, six operating rooms, and diagnostic and treatment services, which include imaging, laboratory, pharmacy and more. Additional services are planned for Parkridge, including non-invasive cardiology, neurosurgery, orthopaedics, and outpatient rehabilitation to name a few.

The Birthplace at Prisma Health Baptist, Prisma Health Richland, Parkridge, and Prisma Health's Tuomey Hospital in Sumter, South Carolina, are the only Baby-Friendly designated hospitals in the Midlands and have all been designated as Blue Distinction® centers by BlueCross BlueShield of South Carolina. In 2018, more than 7,200 babies were delivered at The Birthplace. The Birthplace offers private birthing rooms that feature birthing beds, postpartum rooms, as well as the Nesting Place for mother and newborn. The Birthplace also offers a high-risk antenatal obstetric unit, state-of-the-art monitoring systems and a Level III Neonatal Intensive Care Unit.

The Veterans Administration operates Wm. Jennings Bryan Dorn VA Medical Center for veterans – a 216-bed facility encompassing acute medical, surgical, psychiatric and long-term care. An affiliation is held with the USC School of Medicine, located on the hospital grounds. Additionally, there is one private psychiatric hospital, Three Rivers Behavioral Health L.L.C.; three State-owned and operated psychiatric hospitals (G. Werber Bryan Psychiatric Hospital, South Carolina State Hospital, and William S. Hall Psychiatric Institute); and one rehabilitation hospital, Encompass Health.

A part of LifePoint Health, Providence Health (Downtown) and Providence Health Northeast are leading providers of cardiovascular and orthopedic services in the Midlands. Providence Health (Downtown) is a 258-bed facility that was founded in 1938 by the Sisters of Charity of Saint Augustine to minister to the community, in body, mind and spirit. The facility is best known for its expertise in cardiac care and serves as a nationally recognized referral center for the prevention, diagnosis and treatment of cardiovascular disease.

Providence Health Northeast is a 74-bed full-service hospital with special focus on orthopedic care and emergency services and provides a variety of outpatient services including diagnostic imaging, a nationally accredited cardiopulmonary rehab program, a nationally accredited sleep diagnostic center and a physical therapy, speech therapy and occupational therapy facility.

Higher Education

There are eight main institutions of higher education in the Columbia MSA, the largest being the main campus of the University of South Carolina. The table below lists these institutions and the Fall 2019 headcount enrollment figures.

<u>College/University</u>	<u>Enrollment</u>
University of South Carolina (Columbia Campus)	35,364
Midlands Technical College	9,160
Benedict College [†]	2,155
Southern Wesleyan University	1,430
Columbia College	1,243
Columbia International University	1,651
South University	799
Allen University	817

[†] As of Fall 2018.

Source: South Carolina Commission on Higher Education.

Midlands Technical College (“**MTC**”) is a comprehensive, multi-campus, two-year college serving the primary region of Richland, Lexington and Fairfield counties. One of South Carolina’s largest two-year colleges, MTC enrolls students seeking to develop career skills or transfer to a four-year institution. MTC employs approximately 600 permanent faculty and staff and approximately 400 adjunct faculty. More than three-quarters of MTC’s faculty holds a master’s degree or doctorate degree in their teaching field. MTC offers approximately 100 associate degrees, diploma and certificate programs of study, and an estimated 70% of the courses are in the career program area. MTC is comprised of seven campuses – Airport, Batesburg-Leesville, Beltline, Fairfield, Fort Jackson, Harbison, and the 100-acre Northeast Campus which contains MTC’s Enterprise Campus and Center of Excellence for Technology. MTC also has a teaching location at the Fort that serves enlisted personnel and civilians. MTC’s Continuing Education Division provides continuing education opportunities to more than 30,000 individuals annually and is one of the largest providers of noncredit professional upgrade training of any two-year college in the State. MTC is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools and is part of the South Carolina Technical College System.

Recreation

The City offers many opportunities for recreation and leisure activities. The Columbia Museum of Art is South Carolina’s premier international art museum with extraordinary collections of European and American fine and decorative art that span centuries. The South Carolina State Museum is the largest museum in South Carolina, located in America’s first electric-powered textile mill with extensive exhibits in the disciplines of art, science and technology, cultural history and natural history. There are 12 art and historical museums in the area. EdVenture Children’s Museum, the South’s largest children’s museum at 67,000 square feet, is the home of Eddie, the world’s largest child, along with hundreds of interactive exhibits to inspire children to experience the joy of learning.

Throughout the City are various museums and theatres, including the Columbia Museum of Art, the Historic Columbia Foundation, the South Carolina Confederate Relic Room and Military Museum, the South Carolina State Museum, the Koger Center for the Arts, Trustus Theatre and Town Theatre. Town Theatre is the oldest, continuously operating community theatre in the U.S. and is listed on the National Register of Historical Places. The theatre provides live community theatre performances throughout the year with emphasis on musicals, comedies and youth productions.

Riverbanks Zoo & Garden (“**Riverbanks**”), ranked among the top ten zoos in the nation, is home for more than 2,000 animals housed within naturalistic exhibits and a botanical garden. Riverbanks is committed to the conservation of wildlife, to the audience’s education of natural history, and to the enhancement of the quality of life in its community through the provision of high-quality recreational opportunities. Riverbanks offers rides and

attractions, such as Zip the Zoo and ZOOm the River zipline and Waterfall Junction, a cool water retreat, and recently completed the single largest expansion in its 40-year history which included upgrades to the entryway, ticketing facilities, parking lot and restrooms, construction of a new children's garden and new animal exhibits, such as Grizzly Ridge, Otter Run and Sea Lion Landing.

Lake Murray, a 50,000-acre man-made lake with more than 500 miles of shoreline in Richland, Lexington, Saluda and Newberry counties, includes limitless opportunities for fishing, camping, boating, sailing and skiing, as well as residential sites for single-family and multi-family development. Congaree National Park, located in southeast Richland County, less than 30 minutes from downtown Columbia, offers more than 20,000 federally designated wilderness acres that visitors can explore by foot, kayak, or canoe. The park preserves one of the largest tracts of old growth bottomland hardwood forest left in the United States. Moreover, the lush trees growing in its floodplain forest are some of the tallest in the Eastern United States, forming one of the highest temperate deciduous forest canopies remaining in the world.

The University of South Carolina and other area universities and colleges offer a wide range of sports activities for both spectators and participants.

Financial Institutions

The Columbia MSA serves as the chief financial center of the State. According to the Federal Deposit Insurance Corporation, as of June 30, 2020, there were 171 branches of commercial banks and savings institutions in the Columbia MSA, with deposits at all financial institutions totaling \$24,167,787

TAX TREATMENT

Federal Tax Matters

General. On the date of initial execution and delivery of the Bonds, Bond Counsel will render an opinion that, under existing law, the interest on the Bonds will be taxable as ordinary income for federal income tax purposes. Bond Counsel expresses no opinion regarding any other federal income tax consequences relating to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds.

Set forth below is a general summary of the anticipated material federal income tax consequences of the purchase, ownership and disposition of the Bonds. Such summary does not address every aspect of the federal income tax laws that may be relevant to prospective purchasers of Bonds in light of their personal investment circumstances or to certain types of owners subject to special treatment under the federal income tax laws (for example, banks and life insurance companies) and is generally limited to investors who will hold Bonds as capital assets within the meaning of Section 1221 of the Code. In addition, this summary does not address alternative minimum tax issues or the indirect consequences to a holder of an equity interest in a prospective purchaser. Accordingly, prospective purchasers of the Bonds should consult their own tax advisors regarding federal, state, local, foreign and any other tax consequences with respect to the purchase, ownership and disposition of the Bonds in their own particular circumstances. Such summary is based on the provisions of the Code, as amended, the Treasury Regulations thereunder, and published rulings and court decisions in effect as of the date hereof, all of which are subject to change, possibly retroactively. No ruling on any of the issues summarized below has been or will be sought from the Internal Revenue Service ("*IRS*"), and no assurance can be given that the IRS will not take contrary positions and will not prevail with such positions.

Prospective purchasers of the Bonds should be aware that the acquisition, ownership or disposition of, and the accrual or receipt of interest on, the Bonds may result in collateral federal income tax liability consequences to certain taxpayers as well as any tax consequences that may arise under the laws of any state, local or foreign jurisdiction. The extent of such other collateral tax consequences will depend upon the owner's particular tax status or other items of income or deduction and prospective purchasers of the Bonds, particularly prospective purchasers that are dealers in securities or currencies, traders in securities, persons holding Bonds as a hedge, straddle, conversion or other integrated transaction for federal income tax purposes, insurance companies, financial institutions, tax-exempt organizations and United States holders whose functional currency is not United

States dollars, should consult their own tax advisors as to the collateral tax consequences of acquiring, owning or disposing of, and the accrual or receipt of interest on, the Bonds. Bond Counsel expresses no opinion regarding any such collateral tax consequences.

The Code requires debt obligations, such as the Bonds, to be issued in registered form and denies certain benefits to the issuer and the holders of debt obligations failing such registration requirement. Such registration requirement with respect to the Bonds is expected to be satisfied.

Subject to certain exceptions, interest payments to the owners of Bonds will be reported to the IRS. Such information will be filed each year with the IRS on Form 1099 (or such other applicable form), which reflects the name, address and taxpayer identification number of each registered owner of the Bonds. A copy of Form 1099 (or such other applicable form) will be sent to each registered owner of the Bonds for federal income tax reporting purposes.

Tax Classification of the Bonds. Bond Counsel is of the opinion that, under existing law, the Bonds will be treated for federal income tax purposes as indebtedness, and interest paid on the Bonds will be included in the income of the owner as it is paid (or, if the owner is an accrual method taxpayer, as it is accrued) as interest.

Original Issue Discount. It is anticipated that the Bonds will be initially delivered at par value (or at an insubstantial discount from par value) and that stated interest on the Bonds will be taxable as ordinary income for federal income tax purposes when received or accrued by in accordance with their respective method of tax accounting. It is not expected that any original issue discount (“OID”) will arise with respect to the Bonds. Application of the OID rules to the Bonds could result in some acceleration of the recognition of income by cash basis owners. Prospective purchasers of the Bonds are advised to consult their own tax advisors regarding the treatment of OID, if any, on the Bonds.

Market Discount. The resale of any Bond by any owner of such Bond may be affected by the “market discount” provisions of the Code. For such purpose, the market discount on any Bond will generally be equal to the amount, if any, by which the stated redemption price at maturity of such Bond immediately after its acquisition by such owner exceeds such owner’s adjusted tax basis in such Bond. Subject to a *de minimis* exception, such market discount provisions generally require an owner of a Bond which is acquired by such owner at a market discount to treat any payment on, or any gain recognized on the sale, exchange, redemption or other disposition of, such Bond as ordinary income to the extent of any “*accrued market discount*” on such Bond which has not previously been included in income at the time of sale or other disposition by such owner. In general, any market discount on Bond will be treated as accruing on a straight-line basis over the term of such Bond, or, at the election of the owner of such Bond, under a constant yield method. Prospective purchasers of Bonds should consult their own tax advisors as to the tax consequences of acquiring, owning or disposing of, and the accrual or receipt of interest on, Bonds acquired at a market discount.

Premium. If a Bond is purchased by an owner at a premium, the owner may be entitled to amortize such premium as an offset to interest income (with a corresponding reduction in the owner’s basis) under a constant yield method over the term of the Bond if an election under Section 171 of the Code is made or is previously in effect.

Sale of Bonds. If a Bond is sold or redeemed, the seller will recognize gain or loss equal to the difference between the amount realized on the sale or redemption and the seller’s adjusted basis in the Bond. Such adjusted basis generally will equal the cost of the Bond to the seller, increased by any market discount included in the seller’s gross income and decreased by any payments on the Bond. Except with respect to market discount, gain or loss recognized on a sale, exchange or redemption of a Bond will generally give rise to capital gain or loss if the Bond is held as a capital asset and will be long-term if the holding period is more than one year. The holding period analysis may be affected by the determination of whether the Bonds are treated as a single debt instrument or a series of debt instruments and prospective purchasers are especially encouraged to consult with their own tax advisers on this subject.

Foreign Investors. Generally, payments of interest with respect to the Bonds to an owner of Bonds that is a nonresident alien individual, foreign corporation or other non-United States person (a “foreign person”) not engaged in a trade or business within the United States will not be subject to federal income or withholding tax if such foreign person complies with certain identification requirements (including the delivery of a statement, signed by such owner under penalty of perjury, certifying that such owner is a foreign person and providing the name and address of such owner). Foreign investors should consult their own tax advisors regarding the potential imposition of withholding taxes. The summary herein assumes that the owners of the Bonds are not foreign persons. Special rules may apply to foreign persons with respect to the information reporting requirements and withholding taxes and foreign persons should consult their tax advisors with respect to the application of such reporting requirements and withholding taxes.

Backup Withholding. Payments made to an owner with respect to the Bonds and proceeds from the sale of the Bonds will ordinarily not be subject to withholding of federal income tax if such owner is a United States person. However, even a United States person will be subject to withholding of such tax at a rate of 28% under certain circumstances. Except in the case of certain “exempt payees” as defined in the Code, such backup withholding will generally be applicable if an owner (1) fails to furnish to the Trustee such owner’s social security number or other taxpayer identification number (collectively, “**TIN**”), (2) furnishes the Trustee an incorrect TIN, (3) fails to report properly interest, dividends or other “reportable payments” as defined in the Code, or (4) under certain circumstances, fails to provide the Trustee with a certified statement, signed under penalty of perjury, that the TIN provided to the Trustee is correct and that such owner is not subject to backup withholding.

CERTAIN LEGAL MATTERS

Opinion

The final approving opinion of Bond Counsel will be furnished without charge to the purchaser of the Bonds at the time of their delivery. The proceedings provide that the opinion to be rendered by counsel upon the validity of the Bonds will be printed on the back of or attached to the Bonds.

Bond Counsel has assisted the Issuer and the City by compiling certain information supplied to it by the Issuer, the City and others and included in this Official Statement, but has not made an independent investigation or verification of the accuracy, completeness or fairness of such information. The opinion of Bond Counsel will be limited solely to the legality and enforceability of the Bonds, and no opinion will be given with respect to this Official Statement.

The opinion to be delivered concurrently with the delivery of the Bonds expresses the professional judgment of the attorneys rendering the opinion as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Litigation

There is no litigation presently pending or threatened challenging the validity of any debt issued or proposed to be issued by the Issuer or the City or otherwise challenges, in any manner, the right of the Issuer or the City (as applicable) to enter into the Trust Agreement, the Base Lease, or the Purchase and Use Agreement or to secure the Bonds in the manner provided in the Trust Agreement. *However, neither the Issuer nor the City can give any assurance that litigation challenging the financing plan described in this Official Statement would not be filed in the future or, except for litigation of which the Issuer or the City is aware, has been filed and not properly served on the Issuer or the City.*

Closing Certifications

The Issuer and the City will furnish certifications by appropriate officials that this Official Statement as of its date and as of the date of delivery of the Bonds, does not contain an untrue statement of a material fact and does not omit to state a material fact which should be included for the purpose for which the Official Statement is

intended to be used or which is necessary to make the statements contained, in light of the circumstances in which they were made, not misleading.

Appropriate certification will be given by Issuer and County officials to establish that the Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Code, and applicable regulations thereunder in effect on the occasion of the delivery of the Bonds.

CONTINUING DISCLOSURE

To the extent required by Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission (the “**Rule**”), the City, through a written agreement or contract for the benefit of registered owners and the Beneficial Owners of the Bonds, will provide notice, in a format as required by the Rule, either directly or indirectly through a designated agent, in a timely manner not in excess of ten business days after its occurrence, of any of the events enumerated in section (b)(5)(i)(C) of the Rule and will provide certain financial information and operating data relating to the City by no later than [] 1 after the end of each of the City’s fiscal years, commencing with the report for the Fiscal Year 2020 (“**Annual Report**”). The form of that written agreement, the Disclosure Dissemination Agent Agreement (“Continuing Disclosure Agreement”), entered into by the City with Digital Assurance Certification, LLC (“**DAC**”), in connection with the issuance of the Bonds (“**DDAA**”), is attached as Appendix []. The Annual Report will be filed on behalf of the City by DAC, as dissemination agent, with the Municipal Securities Rulemaking Board (“**MSRB**”). The notices of any events enumerated in section (b)(5)(i)(C) of the Rule will be filed on behalf of the City by DAC with the MSRB. The specific nature of the information to be contained in the Annual Report and the notices of enumerated events is set forth in the DDAA, the form of which is attached as Appendix E. These covenants have been made in order to assist the original purchasers of the 2020 Bonds in complying with the Rule.

As provided in the Continuing Disclosure Agreement, if the City fails to comply with any provision of the Continuing Disclosure Agreement, any registered owner or “Holder” of the Bonds may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the City to comply with its continuing disclosure obligations under the Continuing Disclosure Agreement. “Beneficial Owner” is defined in the Continuing Disclosure Agreement to mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any 2020 Bonds (including persons holding 2020 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any 2020 Bonds for federal income tax purposes. If any person seeks to cause the City to comply with its continuing disclosure obligations under the Continuing Disclosure Agreement, it is the responsibility of such person to demonstrate that it is a “Holder” within the meaning of the Continuing Disclosure Agreement.

For the Fiscal Year 2015, the City timely filed its annual report on January 22, 2016. For Fiscal Year 2016, the City timely filed its annual report on January 25, 2017. For Fiscal Year 2017, the City timely filed its annual report on January 26, 2018. For Fiscal Year 2018, the City timely filed its annual report on January 25, 2019.

In recent years there have been numerous rating actions reported by Moody’s and S&P (each as defined herein) affecting several municipal bond insurance companies, some of which had insured or insure certain of the City’s bonds. Due to widespread knowledge of these rating actions, material event notices have not previously been filed by the City in each instance. The City filed notice on July 11, 2016, of S&P’s change of Assured Guaranty Corp’s rating from AA- to AA in March 2014.

The City’s policy when it learns of incomplete or late filings is to take remedial action and provide this information immediately. In addition, the City has taken and is continuing to take certain steps to help identify and report events which may trigger continuing disclosure obligations pursuant to the Rule, including but not limited to, (1) increased education (including periodic training) and awareness by the City’s finance staff of the importance of the Rule and continuing disclosure requirements provided thereby; (2) adoption of written policies and procedures related to continuing disclosure and the assignment by the City of its most senior finance staff

member with responsibility for continuing disclosure; and (3) the City's review of potential market changes that might relate to the City's continuing disclosure requirements and engagement of advisors to help alert the City and its disclosure dissemination agent, DAC, to the same.

The City may modify from time to time, consistent with the Rule, the information provided to the extent necessary or appropriate in the judgment of the City, but: (1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the City; (2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of this Official Statement, after taking into account any amendments or interpretations of the Rule, as well as any changes in circumstances; and (3) any such modification does not materially impair the interest of the Holders or the beneficial owners, as determined by the nationally recognized bond counsel or by the approving vote of the Holders of a majority in principal amount of the 2020 Bonds then Outstanding at the time of the amendment. Any annual financial information containing modified operating data or financial information will 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. The City's continuing disclosure undertakings under the Continuing Disclosure Agreement will terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal of and interest on the 2020 Bonds.

So long as required, pursuant to Section 11-1-85, Code of Laws of South Carolina 1976, as amended, the City shall file with a South Carolina-based, central repository, if any, for availability in the secondary bond market, an annual independent audit within 30 days of its receipt and event specific information within 30 days of an event adversely affecting more than 5% of revenues of the City or the City's tax base. At present, there is no South Carolina-based, central repository.

MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE

In March 2014, the SEC announced the Municipalities Continuing Disclosure Cooperation Initiative ("**MCDC**"), pursuant to which municipal bond underwriters, issuers, and obligated persons were permitted to self-report possible violations involving materially inaccurate statements or omissions relating to prior compliance with the continuing disclosure obligations specified in the Rule. The SEC further announced that, to the extent an issuer meets the requirements of MCDC and the enforcement division of the SEC ("**Division**") decided to recommend enforcement action against the issuer, the Division would recommend that the SEC accept a settlement from the issuer on favorable settlement terms, including the issuer's undertakings to establish appropriate policies, procedures and training regarding continuing disclosure obligations, comply with existing continuing disclosure undertakings, including updating past delinquent filings, disclose the settlement in future offering documents and cooperate with any subsequent investigations by the Division.

In April 2016, the City executed and submitted to the SEC an Offer of Settlement under MCDC, in which the City neither admitted nor denied the findings but agreed to cease and desist from future violations and proposed settlement terms consistent with those originally announced by the SEC in March 2014. By order dated August 24, 2016 (SEC Release No. 33-10143) ("**Order**"), a copy of which may be obtained from the SEC's website, the SEC accepted the City's Offer of Settlement and ordered the City to cease and desist from committing or causing any future violations of Section 17(a)(2) of the 1933 Act and comply with the following undertakings, which undertakings are consistent with those originally announced by the SEC in March 2014:

(1) within 180 days of the date of the Order, the City will establish appropriate written policies and procedures and periodic training regarding continuing disclosure obligations to comply with the federal securities laws, including the designation of an individual or officer at the City responsible for ensuring the City's compliance with such policies and procedures and responsible for implementing and maintaining a record (including attendance) of such training;

(2) within 180 days of the date of the Order, the City will comply with existing continuing disclosure undertakings, including updating past delinquent filings;

(3) the City will disclose in a clear and conspicuous fashion the terms of the settlement described in the Order in any final official statement for an offering by the City within five years of the date of the Order;

(4) the City will certify, in writing, compliance with the undertakings set forth above, including certification no later than the one-year anniversary of the date of the Order and certifications made from time to time upon reasonable requests by the SEC staff for further evidence of compliance; and

(5) the City will cooperate with any subsequent investigation by the Division regarding the false statements and/or material omissions that were the subject of the Order, including the roles of individuals and/or other parties involved.

Consistent with the original announcement of MCDC by the SEC, the City is not subject to any civil or criminal penalty or fine arising from MCDC or the violations that were the subject of the Order. The City has been and remains fully committed to cooperating with the SEC's efforts to ensure continuing disclosure in an appropriate and timely manner in connection with its publicly traded bond issues.

RATINGS

Moody's Investors Service, Inc. ("**Moody's**"), and S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("**S&P**") (each, a "**Rating Agency**," and collectively, "**Rating Agencies**"), have assigned the Bonds their municipal bond ratings of "[]" and "[]" respectively. Such ratings reflect only the views of the applicable Rating Agency and an explanation of the significance of such ratings may be obtained from the respective Rating Agency. The City has furnished to the Rating Agencies certain information and materials respecting the Issuer, the City, and the Bonds. Generally, the Rating Agencies base their ratings on such information and materials and on investigations, studies and assumptions furnished to and obtained and made by them.

There is no assurance that such ratings will remain unchanged for any period of time or that it may not be revised downward or withdrawn entirely by a Rating Agency, if in its judgment circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds.

UNDERWRITING

The Bonds are being purchased for reoffering by [Underwriter] ("**Underwriter**"). The Underwriter has agreed, subject to certain conditions, to purchase the Bonds at an aggregate price of \$[] (which reflects an aggregate original issue discount of \$[] and underwriter's discount of \$[]). The Underwriter may offer and sell the Bonds to certain dealers and others at a price lower than the offering prices stated on the inside front cover page. The offering prices may be changed from time to time by the Underwriter. The Underwriter is obligated to purchase all of the Bonds if any are purchased.

FINANCIAL ADVISOR

Stifel, Nicolaus & Company, Inc., has served as financial advisor ("**Financial Advisor**") to the City with respect to the sale of the Bonds. As such, it has participated in the preparation of and review of the various financing documents related to the 2020 Bonds. The Financial Advisor will be paid from the proceeds of the 2020 Bonds.

CERTIFICATION

All quotations from and summaries and explanations of provisions of laws of the State do not purport to be complete and are qualified in their entirety by reference to the official compilations thereof. All references to the Bonds, and determinations of the Issuer or the City relating to the Bonds are qualified in their entirety by reference to the definitive forms of the Bonds and the authorizing ordinances and resolutions and to other documents and determinations. All such summaries, explanations and references are further qualified in their entirety by reference to the exercise of sovereign police powers of the State and the constitutional powers of the United States of America, and to valid bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors.

Certain of the information set forth in this Official Statement and in its Appendices has been obtained from sources other than the Issuer or the City that are believed to be reliable but is not guaranteed as to accuracy or completeness by the Issuer or the City. The information and expressions of opinion in this Official Statement are subject to change, and neither the delivery of this Official Statement nor any sale made under such document shall create any implication that there has been no change in the Issuer's or the City's affairs.

MISCELLANEOUS

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact. Further, certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements." These types of statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget," "forecast," "project" or similar words. Forward-looking statements are included in various portions of this Official Statement.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES, AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE, OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE, OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY THE FORWARD-LOOKING STATEMENTS. THE ISSUER DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THESE FORWARD-LOOKING STATEMENTS IF OR WHEN CHANGES TO EXPECTATIONS, OR EVENTS, CONDITIONS, OR CIRCUMSTANCES, ON WHICH THE FORWARD-LOOKING STATEMENTS ARE BASED, OCCUR.

Reference to the State Constitution and legislative enactments are only brief outlines of certain provisions thereof and do not purport to summarize or describe all provisions thereof.

It is intended that the above information will be of assistance. If there are further inquiries, or requests for additional copies of this Official Statement, please address them to Issuer's Counsel, [], Columbia, South Carolina, telephone: [], email: []; or Bond Counsel, Michael Seezen, Burr & Forman, LLP, 1221 Main Street, Suite 1800, Columbia, South Carolina 29201, telephone: (803) 799-9800, email: mseezen@burr.com.

The delivery of this Official Statement and its use in connection with the sale of the Bonds has been duly authorized by the Issuer and the City. The contents of this Official Statement are the City's responsibility, except that the Issuer is responsible for the statements contained under the caption "THE ISSUER" and other information with respect to the Issuer, if any, appearing under the caption "CERTAIN LEGAL MATTERS - Litigation," and, with the exception of this information for which the Issuer is responsible, the Issuer makes no representation as to the accuracy or completeness of any information.

COLUMBIA FACILITIES CORPORATION

[], President

CITY OF COLUMBIA, SOUTH CAROLINA

Stephen K. Benjamin, Mayor

APPENDIX A**PORTION OF COMPREHENSIVE ANNUAL FINANCIAL REPORT
OF THE CITY FOR FISCAL YEAR ENDED JUNE 30, 2019**

DRAFT

Attachment: 2020-095 \$57,250,000 Installment Purchase Revenue Bonds (6249 : Ordinance No.: 2020-095 Authorizing 2020 Installment

APPENDIX B**FORMS OF:**

- I. TRUST AGREEMENT**
- II. PURCHASE AND USE AGREEMENT**
- III. BASE LEASE**

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APPENDIX C
FORM OF
BOND COUNSEL'S OPINION

DRAFT

Attachment: 2020-095 \$57,250,000 Installment Purchase Revenue Bonds (6249 : Ordinance No.: 2020-095 Authorizing 2020 Installment

[], 2020

Columbia Facilities Corporation
Columbia, South Carolina

[]
[]

[\$]*
COLUMBIA FACILITIES CORPORATION
INSTALLMENT PURCHASE REVENUE BONDS
[TAXABLE] SERIES 2020

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Columbia Facilities Corporation, a South Carolina (“State”) nonprofit corporation (“Corporation”), of its [\$]* Installment Purchase Revenue Bonds, Taxable Series 2020 (“Bonds”).

The Bonds are in fully registered form, dated [], 2020, numbered from R-1 upward, in denominations of \$5,000 or any whole multiple thereof not exceeding the principal amount of the Bonds maturing in each year, bear interest from their date payable thereafter on [] 1 and [] 1 of each year, commencing [] 1, 2021, and mature on [] 1 in each of the years and in the principal amounts as stated in the Official Statement, dated October [], 2020 (“Official Statement”).

The Bonds are issued under and pursuant to a Trust Agreement, dated as of [] 1, 2020 (“Trust Agreement”). Each capitalized term used, but not defined in this letter, has the meaning provided for that term in the Trust Agreement. Pursuant to the Trust Agreement, the Corporation has assigned to the Trustee and granted a security interest in the Trust Estate, which includes, among other things, all right, title and interest of the Corporation in and to the Revenues (with certain exceptions), all of the Corporation’s right, title and interest in and to the 2020 Facilities (as defined herein) the Installment Purchase and Use Agreement (except certain reserved rights), dated as of [] 1, 2020 (“Purchase and Use Agreement”), between the Corporation and Richland County, South Carolina (“County”), the Base Lease Agreement, dated as of [] 1, 2020 (“Base Lease”), between the Corporation and the City, and the property rights evidenced by the Base Lease in the 2020 Real Property (as defined herein), certain contract rights, proceeds of insurance and condemnation awards from casualty or takings and all moneys and investments held in certain of the funds and accounts created under the Trust Agreement. The Trust Agreement, the Purchase and Use Agreement, and the Base Lease are, collectively, the “Transaction Documents.”

The Corporation is issuing the Bonds for the purpose of providing funds, together with other available funds, to: (i) finance the costs of the City acquiring certain property to serve as business and industrial park to enhance the City’s economic development capacity; and (ii) pay the costs of issuing the Bonds.

The obligations of the City under the Purchase and Use Agreement do not constitute a pledge of the full faith, credit or taxing power of the City within the meaning of any constitutional or statutory limitation. The City is not a party to the Trust Agreement or the Bonds.

The Trustee has no obligation or liability under the Bonds or the Trust Agreement for the payment of principal of and interest on the Bonds, except from amounts on deposit with the Trustee for those purposes pursuant to the Trust Agreement.

In connection with the issuance of the Bonds, we have examined a certified copy of the record of proceedings, the Transaction Documents and other proofs submitted to us, including the Constitution and laws of the State. As to questions of fact material to our opinion, we have relied on the record of proceedings, the Transaction Documents and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

In rendering the opinions expressed below, we do not purport to be experts in or generally familiar with or qualified to express legal opinions based on the laws of any jurisdiction other than the federal laws of the United States of America and the laws of the State, and the opinions are limited to the federal laws of the United States of America and the laws of the State.

Based on the stated examination and assumptions, and subject to the qualifications and limitations set out below, we are of the opinion, under existing law:

1. The proceedings are regular and in due form of law, and the Bonds have been duly authorized, executed and delivered and constitute valid, limited obligations of the Corporation payable solely from, and secured equally and ratably by a pledge of, the Trust Estate.
2. The Base Lease and the Purchase and Use Agreement have each been duly authorized, executed and delivered and each constitute a valid and binding obligation of the City and the Corporation each enforceable according to its terms, provided, however, that the obligation of the City to pay an Installment Payment under the Purchase and Use Agreement is subject to and dependent on the City Council annually budgeting and appropriating moneys to pay each Installment Payment.
3. The Trust Agreement has been duly authorized, executed and delivered by the Corporation and assuming due authorization, execution and delivery by the Trustee, which is proper under the provisions of Article VIII of the Trust Agreement, constitutes a valid and legally binding obligation of the Corporation enforceable against the Corporation according to its terms. The Bonds are entitled to the benefits and security of the Trust Agreement for the payment thereof in accordance with the terms of the Trust Agreement. The Trust Agreement creates a valid lien on the Trust Estate.
4. Interest on the Bonds will be taxable as ordinary income for federal income tax purposes.
5. The Bonds and the interest thereon are exempt from all State, county, school district, municipal and all other taxes or assessments of the State, except inheritance, estate, transfer or certain franchise taxes. Furthermore, it should be noted that South Carolina Code Annotated section 12-11-20 imposes on every bank engaged in business in the State a fee or franchise tax computed on the entire net income of such bank which includes interest paid on the Bonds.

The rights of the registered owner of the Bonds and the enforceability of the Bonds, the Base Lease, the Purchase and Use Agreement, and the Trust Agreement may be subject to judicial discretion, the valid exercise of the sovereign police powers of the State and the constitutional powers of the United States of America, and valid bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, as well as other equitable principles.

We express no opinion regarding the accuracy, adequacy or completeness of the Official Statement. Further, except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinions expressed above are rendered solely for your benefit in connection with the issuance of the Bonds. These opinions may neither be relied on by you for any other purpose nor be furnished to, used, circulated, quoted or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinions expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

BURR & FORMAN LLP

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Attachment: 2020-095 \$57,250,000 Installment Purchase Revenue Bonds (6249 : Ordinance No.: 2020-095 Authorizing 2020 Installment

APPENDIX D

FORM OF

DISCLOSURE DISSEMINATION AGENT AGREEMENT

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Attachment: 2020-095 \$57,250,000 Installment Purchase Revenue Bonds (6249 : Ordinance No.: 2020-095 Authorizing 2020 Installment

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated [Closing Date], 2020, is executed and delivered by the City of Columbia, South Carolina (the “Obligated Person”) and Digital Assurance Certification, LLC, 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 Obligated Person 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”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Obligated Person 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 Obligated Person or anyone on the Obligated Person’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), by which the Annual Report is to be filed with the MSRB.

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

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

“Audited Financial Statements” means the annual financial statements of the Obligated Person 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 Obligated Person 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, LLC, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor disclosure dissemination agent designated in writing by the Obligated Person pursuant to Section 9.

“Disclosure Representative” means the City Administrator or his designee, or such other person as the Obligated Person 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 Obligated Person’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 may be amended, 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, the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“Issuer” means Columbia Facilities Corporation, a South Carolina nonprofit corporation.

“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, as amended.

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

“Official Statement” means that Official Statement prepared by the Issuer and the Obligated Person in connection with the Bonds, as listed in 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)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

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

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SECTION 2. Provision of Annual Reports.

(a) The Obligated Person 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 the 1st day of February following the end of each fiscal year of the Obligated Person, commencing with the fiscal year ending June 30, 2019 (i.e., February 1, 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 Obligated Person 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 Obligated Person 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 10:00 a.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Obligated Person 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 Obligated Person are prepared but not available prior to the Annual Filing Date, the Obligated Person 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, if any, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
- (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;

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

1. Principal and interest payment delinquencies;
2. Non-Payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of securities holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the securities, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the obligated person;
13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee, or the change of name of a trustee, if material;
15. 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
16. 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) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Obligated Person 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 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;
11. State-Mandated Continuing Disclosure. In addition to the requirements set forth in this Section 2(e)(vi) of this Disclosure Agreement, the Issuer further agrees, pursuant to the requirements of S.C. Code Section 1-11-85, to file with the Dissemination Agent (a) its annual independent audit within 30 days of its receipt, and (b) event-specific information within 30 days of an event adversely affecting more than five percent of its revenue or tax base. The Issuer expects that, in meeting the requirements of Section 3 and 4 of this Disclosure Agreement, it also will meet the requirements of this Section 2(e)(vi)(11); however, to the extent that certain information is required to be filed pursuant to State law which is not required to be filed under the Rule or the other provisions of this Disclosure Agreement, the Issuer will provide notice of such information to the Dissemination Agent;

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

1. quarterly/monthly financial information;
2. change in fiscal year/timing of annual disclosure;
3. change in accounting standard;
4. interim/additional financial information/operating data;
5. budget;
6. investment/debt/financial policy;
7. information provided to rating agency, credit/liquidity provider or other third party;

- 8. consultant reports; and
 - 9. other financial/operating data;
- (viii) provide the Obligated Person 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 Obligated Person 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 and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Anything in this Disclosure Agreement to the contrary notwithstanding, 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 Obligated Person, including the following information:

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

(b) Audited Financial Statements prepared in accordance with generally accepted accounting principles ("GAAP") as described in the Official Statement will be included in the Annual Report. If audited financial statements are not available, then, unaudited financial statements, prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report. In such event, Audited Financial Statements will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Obligated Person 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 Obligated Person will clearly identify each such document so incorporated by reference.

If the Annual Financial Information contains modified operating data or financial information different from the Annual Financial Information agreed to in the continuing disclosure undertaking related to the Bonds, the Obligated Person is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

SECTION 4. Reporting of Notice Events.

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

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

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

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. 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

16. 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 Obligated Person 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 Obligated Person desires to make, contain the written authorization of the Obligated Person for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Obligated Person 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 Obligated Person 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 Obligated Person 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 Obligated Person desires to make, contain the written authorization of the Obligated Person for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Obligated Person 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 Obligated Person 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 Obligated Person 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 Obligated Person 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 Obligated Person, 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 Obligated Person 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 Obligated Person 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 Obligated Person desires to make, contain the written authorization of the Obligated Person for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Obligated Person desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Obligated Person 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 Obligated Person 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 Obligated Person desires to make, contain the written authorization of the Obligated Person for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Obligated Person desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Obligated Person as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Obligated Person is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Obligated Person 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 Obligated Person 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 Obligated Person 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 Obligated Person 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 Obligated Person 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 Obligated Person has appointed Digital Assurance Certification, LLC, as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Obligated Person 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 Obligated Person or DAC, the

Obligated Person 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 Obligated Person 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 Obligated Person.

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

The obligations of the Obligated Person 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 Obligated Person.

(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 Obligated Person 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 Obligated Person 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 Obligated Person 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 Obligated Person. No such amendment shall become effective if the Obligated Person 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 Obligated Person, the Trustee, if any, for the Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Obligated Person have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, LLC,
as Disclosure Dissemination Agent

By: _____
Name: Diana O'Brien
Title: Senior Vice President

CITY OF COLUMBIA, SOUTH CAROLINA,
as Obligated Person

By: _____
Name: Stephen K. Benjamin
Title: Mayor

EXHIBIT A**NAME AND CUSIP NUMBERS OF BONDS**

Name of Issuer Columbia Facilities Corporation
Obligated Person(s) City of Columbia, South Carolina
Name of Issue: [\$]* Installment Purchase Revenue Bonds
Taxable Series 2020

Date of Issuance: [Closing Date], 2020
Date of Official Statement [Closing Date], 2020

CUSIP Numbers: _____

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Attachment: 2020-095 \$57,250,000 Installment Purchase Revenue Bonds (6249 : Ordinance No.: 2020-095 Authorizing 2020 Installment

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

Issuer: Columbia Facilities Corporation
 Obligated Person: City of Columbia, South Carolina
 Name of Bond Issue: [\$]* Installment Purchase Revenue Bonds
 Taxable Series 2020

Date of Issuance: [Closing Date], 2020
 Date of Disclosure Agreement: [Closing Date], 2020

CUSIP Numbers: _____

NOTICE IS HEREBY GIVEN that the Obligated Person has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement between the Obligated Person and Digital Assurance Certification, LLC, as Disclosure Dissemination Agent. [The Obligated Person has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by ____.

Dated: _____

Disclosure of the Issuer
 Digital Assurance Certification, LLC, as
 Dissemination Agent, on behalf

cc: Issuer
 Obligated
 Person

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

This cover sheet and accompanying “event notice” will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer’s and/or Other Obligated Person’s Name: City of Columbia, South Carolina

Issuer’s Six-Digit CUSIP Number: _____

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

CUSIP Numbers: _____

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; Tender offers
9. ☐ Defeasances
10. ☐ Release, substitution, or sale of property securing repayment of the securities, if material
11. ☐ Rating changes
12. ☐ Bankruptcy, insolvency, receivership or similar event of the obligated person
13. ☐ Merger, consolidation, or acquisition of the obligated person, if material
14. ☐ Appointment of a successor or additional trustee, or the change of name of a trustee, if material
15. ☐ 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
16. ☐ 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 issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

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

Date: _____

DRAFT

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying “voluntary event disclosure” will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated [Closing Date], 2020, between the Issuer and DAC.

Issuer’s and/or Other Obligated Person’s Name: City of Columbia, South Carolina

Issuer’s Six-Digit CUSIP Number: _____

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates: _____

CUSIP Numbers: _____

Number of pages attached: _____

Description of Voluntary Event Disclosure (Check One):

1. _____ amendment to continuing disclosure undertaking
2. _____ change in obligated person
3. _____ notice to investors pursuant to bond documents
4. _____ certain communications from the Internal Revenue Service
5. _____ secondary market purchases
6. _____ bid for auction rate or other securities
7. _____ capital or other financing plan
8. _____ litigation/enforcement action
9. _____ change of tender agent, remarketing agent, or other on-going party
10. _____ other event-based disclosures
11. _____ State-Mandated continuing disclosure (see 2(e)(vi))

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

Signature: _____

Name: _____ Title: _____

Digital Assurance Certification, LLC
 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” will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated [Closing Date], 2020, between the Issuer and DAC.

Issuer’s and/or Other Obligated Person’s Name: Richland County, South Carolina

Issuer’s Six-Digit CUSIP Number: _____

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates: _____

CUSIP Numbers: _____

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
9. _____ other financial/operating data

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

Signature: _____

Name: _____ Title: _____

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

Date: _____

ORDINANCE NO.: 2020-102

Granting an encroachment to Clear Dot Charter School Columbia for the use of the right of way area of the 2000 block of Marion Street adjacent to 2015 Marion Street, Richland County TMS#09016-10-10 for the installation and maintenance of pollinator flower beds

WHEREAS, Clear Dot Charter School Columbia (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 2000 block of Marion Street adjacent to 2015 Marion Street, Richland County TMS#09016-10-10, for the installation and maintenance of two (2) pollinator flower beds each measuring approximately ten (10') feet in width and fourteen (14') feet in length as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2020, that Grantee is hereby granted the right to use the right of way areas of the 2000 block of Marion Street adjacent to 2015 Marion Street, Richland County TMS#09016-10-10, for the installation and maintenance of two (2) pollinator flower beds each measuring approximately ten (10') feet in width and fourteen (14') feet in length, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Landscaping to be maintained by property owner.
4. Existing irrigation should not spray walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT //

Attachment: 2020-102 encroach 2015 Marion Street (6332 : Ordinance No.: 2020-102 encroach Clear Dot Charter School - 2015 Marion Street)

**CITY COUNCIL
ENCROACHMENT SUMMARY
2020-102**



**2000 BLOCK OF MARION STREET
ADJACENT TO 2015 MARION STREET
POLLINATOR FLOWER BEDS**

Subject Property:	Right-of-way adjacent to 2015 Marion Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of two pollinator flower beds
Applicant:	Dr. Lindsey Ott, Principal – Clear Dot Charter School Columbia
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of two (2) pollinator flower beds each measuring approximately ten (10') feet in width and fourteen (14') feet in length, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Landscaping to be maintained by property owner. 4. Existing irrigation should not spray walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing
----------------	---

CITY AGENCY COMMENTS FOR ENCROACHMENT

Planning	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval .
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.

**REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE
(INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)**

19.a

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x 11) to Johnathan Chambers by mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: 09/15/2020 Property Owner: Uptown Properties, leased by Clear Dot Charter School Columbia
 Business Name/Applicant's Name if different than owner: Clear Dot Charter School Columbia, Dr. Lindsey Ott, Principal
 Contact Information: Telephone Number: 803-567-3075 Fax Number: 803-939-9910
 Mailing address: 2015 Marion Street Columbia, SC 29201 E-mail address: lott@cleardotcharterschool.org

Business Name/Development Name for Encroachment:

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☒ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers ☐ Sidewalk/Walkway
☐ Planters ☐ Awning ☐ Underground Utilities Other: _____

Dimensions (height/width/length):
 (i.e. 6'x42' wooden privacy fence;
 two 12'x4'x3' concrete steps) two 10x14 pollinator flower beds

Construction material:

None permanent, garden bed edging

☐ **OUTDOOR DINING:** The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title:
Date:

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title:
Date:

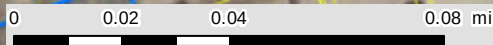
The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendation and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-255-8935	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Rachel Bailey	Development Services (Zoning)	803-545-3332	803-733-8647	rlbailey@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jlthompson@columbiasc.net
Tori Salvant	Development Services (Development Center)	803-545-3420	803-733-8699	tcsalvant@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Lucinda Statler	Development Services (Urban Design)	803-545-0229	803-733-8647	lsstatler@columbiasc.net
Jerry Thompson	Development Services (Commercial Plan Review)	803-545-3420	803-733-8647	jlthompson@columbiasc.net
Scott Holder	Development Services (Landscaping)	803-545-3218	803-255-8935	jsholder@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweatt	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddb Brewer@columbiasc.net
Caleb King	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	cdking@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
Kris Scott	Fire Department	803-545-3736	803-401-8839	cfkdscott@columbiasc.net
Linda Matney	Parking Services	803-545-3070	803-733-8523	lsmatney@columbiasc.net
LR: 1/2017				

19.a

A compass rose with four points. The top point is labeled 'W' (West), the right point is labeled 'E' (East), and the bottom point is labeled 'S' (South). The left point is unlabeled but represents North. The rose is black and white with a central star-like shape.

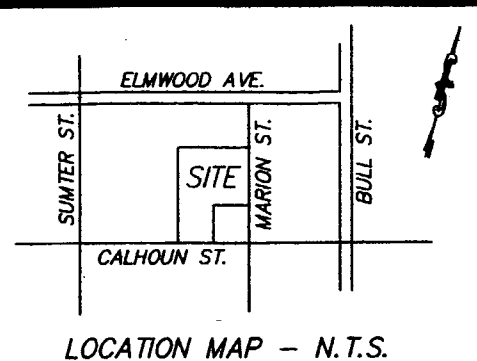
Attachment: 2020-102 encroachment 2015 Marion Street (6332 : Ordinance No.: 2020-102 encroachment Clear Dot



The City of Columbia GIS data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Packet Pg. 507



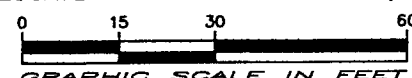
EXCEPTIONS: (MAY OR MAY NOT APPLY TO SUBJECT PROPERTY)

1. GRANT OF EASEMENT TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, DATED AUGUST 3, 1955, DEED BOOK 166-359.
2. RIGHT-OF-WAY FROM CAPITAL ELECTRIC SUPPLY COMPANY TO SOUTH CAROLINA ELECTRIC & GAS COMPANY, DATED MAY 10, 1966, DEED BOOK D-44-324.
3. INGRESS/EGRESS ACCESS EASEMENT DATED OCTOBER 23, 1997, DEED BOOK D-1414-0820.

PLAT PREPARED FOR UPTOWN PROPERTIES, LLC

SITE LOCATED IN RICHLAND COUNTY, SOUTH CAROLINA

SCALE: 1" = 30'



DATE: JAN. 28, 2014

REFERENCES:

1. RICHLAND COUNTY TAX MAP NUMBER 09016-10-10
2. PLAT PREPARED FOR "UPTOWN PROPERTIES, LLC" BY ASSOCIATED E & S, INC., DATED FEBRUARY 24, 2000, AND RECORDED IN PLAT BOOK 393 AT PAGE 460.
3. PLAT PREPARED FOR "UPTOWN PROPERTIES, LLC" BY ASSOCIATED E & S, INC., DATED MAY 8, 2000, AND RECORDED IN PLAT BOOK 409 AT PAGE 2321.
4. PLAT PREPARED FOR "WILLIAM M. GREGG" BY COX & DINKINS, INC., DATED FEBRUARY 11, 1994, AND RECORDED IN PLAT BOOK 55 AT PAGE 7041.

CERTIFICATION:

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN.

LARRY W. SMITH, S.C., P.L.S. NO. 3724

ASSOCIATED E & S, INC.

B 7-14 800 VIOLET STREET, WEST COLUMBIA, SOUTH CAROLINA, 29169 - PH. 791-1550

N/F KIRKWOOD PROPERTIES 2, LLC
TMS 9016-10-18

N/F CAROLINA EYE & EAR REAL ESTATE
TMS 9016-10-24

N/F S.G. AARON
& C.S. DORTON
TMS 9016-10-5

N18°04'29"W
5.28'

IPF-SQUARE BOLT

WOOD FENCE

PK NAIL SET

N74°45'00"E
45.04'

EDGE ASPHALT

CHAIN LINK FENCE

IPF-#4 REBAR

N 74°19'55"E
73.19'

LP

N 74°21'14"E
90.11'

IPF-1" PINCH

CONCRETE DRIVE

CONCRETE WALK

WM

SB TELE MH

PP

CURBING

ASPHALT DRIVE

CONCRETE DRIVE

CONCRETE WALK

WM

SB TELE MH

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CURBING

ASPHALT DRIVE

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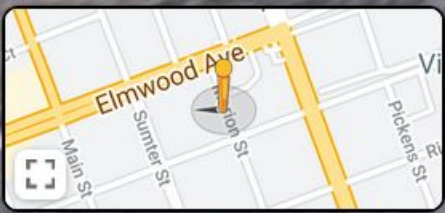
CONCRETE WALK

2015 Marion St
Columbia, South Carolina



Street View

19.a



Google

Packet Pg. 509

Attachment: 2020-102 encroachment 2015 Marion Street (6332 : Ordinance No.: 2020-102 encroachment





ORDINANCE NO.: 2020-103

Granting an encroachment to Choice Hotels for the use of the right of way areas of the 1000 block of Lady Street and 1200 block of Park Street adjacent to its building at 1000 Lady Street, 1010 Lady Street, 1014 Lady Street and 1218 Park Street, Richland County TMS#09013-09-01, 09013-09-02, 09013-09-04, and 09013-09-22 for the installation and maintenance of sidewalks, driveways, parking, landscaping and irrigation

WHEREAS, Choice Hotels (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1000 block of Lady Street and 1200 block of Park Street adjacent to 1000 Lady Street, 1010 Lady Street, 1014 Lady Street and 1218 Park Street, Richland County TMS#09013-09-01, 09013-09-02, 09013-09-04, and 09013-09-22, for the installation and maintenance of a concrete sidewalk approximately two hundred ten (210') feet in length and seven (7') feet in width; a concrete sidewalk approximately one hundred eighty-three (183') feet in length and three (3') feet in width; three (3) concrete sidewalks approximately twelve (12') feet in length and three (3') feet in width; a driveway approximately twenty-nine (20') feet in length and fourteen (14') feet in width; a driveway approximately thirty-eight (38') feet in length and twenty-eight (28') feet in width; landscaping and irrigation, as shown on the attached drawing; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2020, that Grantee is hereby granted the right to use the right of way areas of the 1000 block of Lady Street and 1200 block of Park Street adjacent to 1000 Lady Street, 1010 Lady Street, 1014 Lady Street and 1218 Park Street, Richland County TMS#09013-09-01, 09013-09-02, 09013-09-04, and 09013-09-22, for the installation and maintenance of a concrete sidewalk approximately two hundred ten (210') feet in length and seven (7') feet in width; a concrete sidewalk approximately one hundred eighty-three (183') feet in length and three (3') feet in width; three (3) concrete sidewalks approximately twelve (12') feet in length and three (3') feet in width; a driveway approximately twenty-nine (20') feet in length and fourteen (14') feet in width; a driveway approximately thirty-eight (38') feet in length and twenty-eight (28') feet in width; landscaping and irrigation, as shown on the attached drawing.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Landscaping to be maintained by property owner.
4. Existing irrigation should not spray walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2020-0**



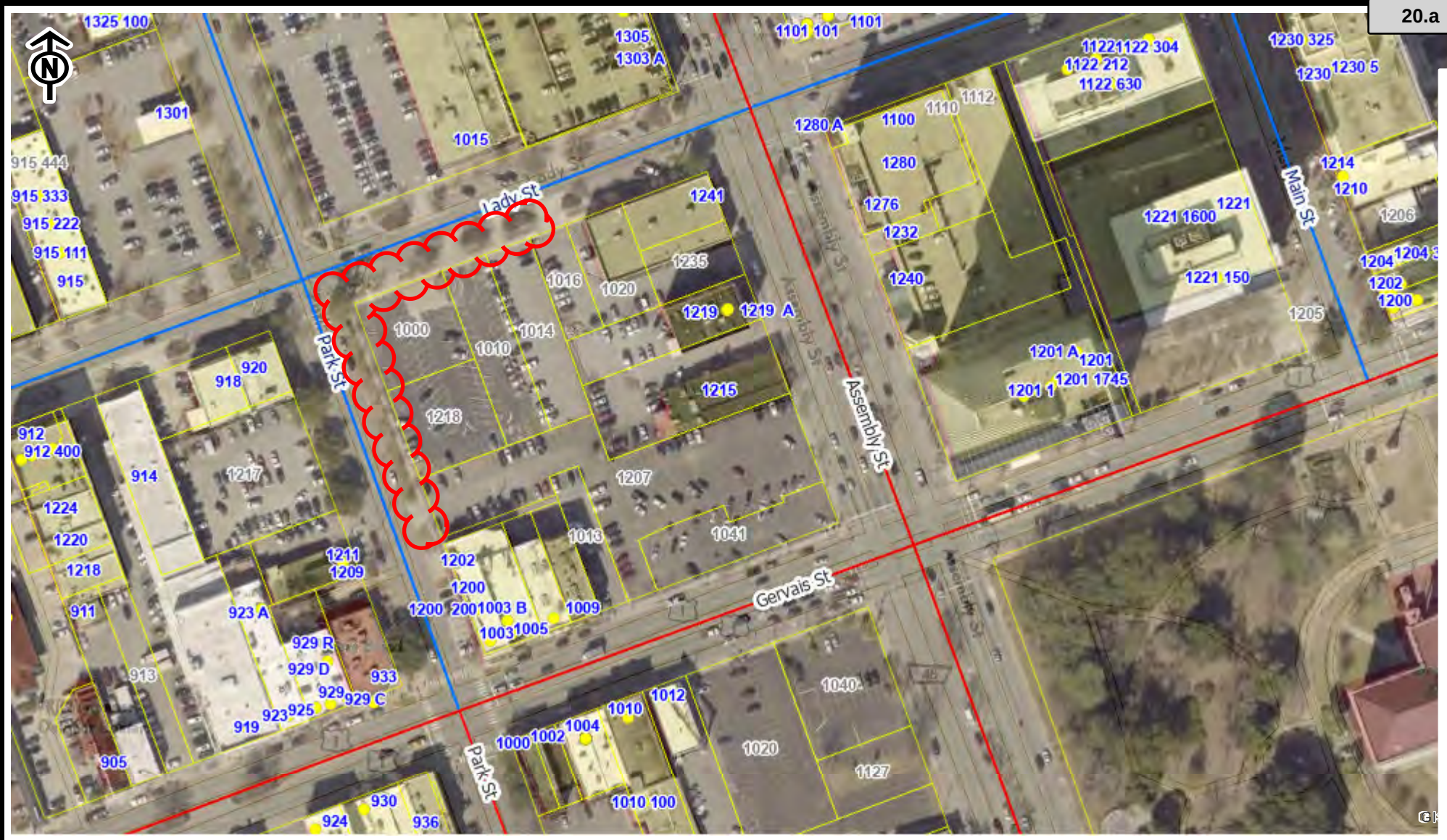
**1000 BLOCK OF LADY STREET AND 1200 BLOCK OF PARK STREET
ADJACENT TO 1000, 1010, 1014 LADY STREET AND 1218 PARK STREET
SIDEWALKS, LANDSCAPING, AND IRRIGATION**

Subject Property:	Right-of-way adjacent to 1000, 1010, 1014 Lady Street and 1218 Park Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of sidewalks, landscaping, and irrigation
Applicant:	Casey Gemunder, Choice Hotels
Staff Recommendation:	Approval

Detail:	The applicant is requesting an encroachment for installation and maintenance of a concrete sidewalk approximately two hundred ten (210') feet in length seven (7') feet in width; concrete sidewalk approximately one hundred eighty-three (183') feet in length three (3') feet in width; three (3) concrete sidewalks approximately twelve (12') feet in length three (3') feet in width; driveway approximately twenty-nine (20') feet in length fourteen (14') feet in width; driveway approximately thirty-eight (38') feet in length twenty-eight (28') feet in width; landscaping and irrigation, as shown on the attached drawing; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Landscaping to be maintained by property owner. 4. Existing irrigation should not spray walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing
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CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval .
Traffic Engineering	Recommend approval.

Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.



Cambria Hotel City of Columbia



This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Wednesday, August 19, 2020

Address Point

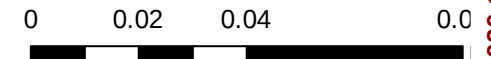
- Active
- Vacant
- Tax Parcel

Street & Ownership

- Interstate

- Highway
- City Maintained
- State Maintained
- - Private
- Others
- Red: Band_1

- Green: Band_2
- Blue: Band_3



CITY OF COLUMBIA GIS DATA DISCLAIMER:

The City of Columbia GIS data represented on this map or plan is the product of the compilation of data produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.

**REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE
(INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)**

20.a

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by mail at jechambers@columbiasc.net; fax at 803-343-8779; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: 07/14/2020 Property Owner: Choice Hotels
Applicant's Name if different from Property Owner: Casey Gemunder
Contact Information: Telephone Number: (301) 628-4396 Fax Number: _____
Mailing address: 1 Choice Hotels Circle, Suite 400 Rockville, Maryland 20850 E-mail address: casey.gemunder@choicehotels.com
Business Name/Development Name for Encroachment: Cambria Hotel

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☒ Landscaping ☒ Driveway ☐ Pavers ☒ Sidewalk/Walkway
☐ Planters ☒ Awning ☒ Underground Utilities Other: Re-stripping of existing parking spaces along Park Street and relocation of two spaces along Lady Street

Dimensions (height/width/length):
(i.e. 6'x42' wooden privacy fence;
two 12'x4'x3' concrete steps)

Construction material: _____

☐ **OUTDOOR DINING:** The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: _____
Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____
Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title: _____
Date: _____

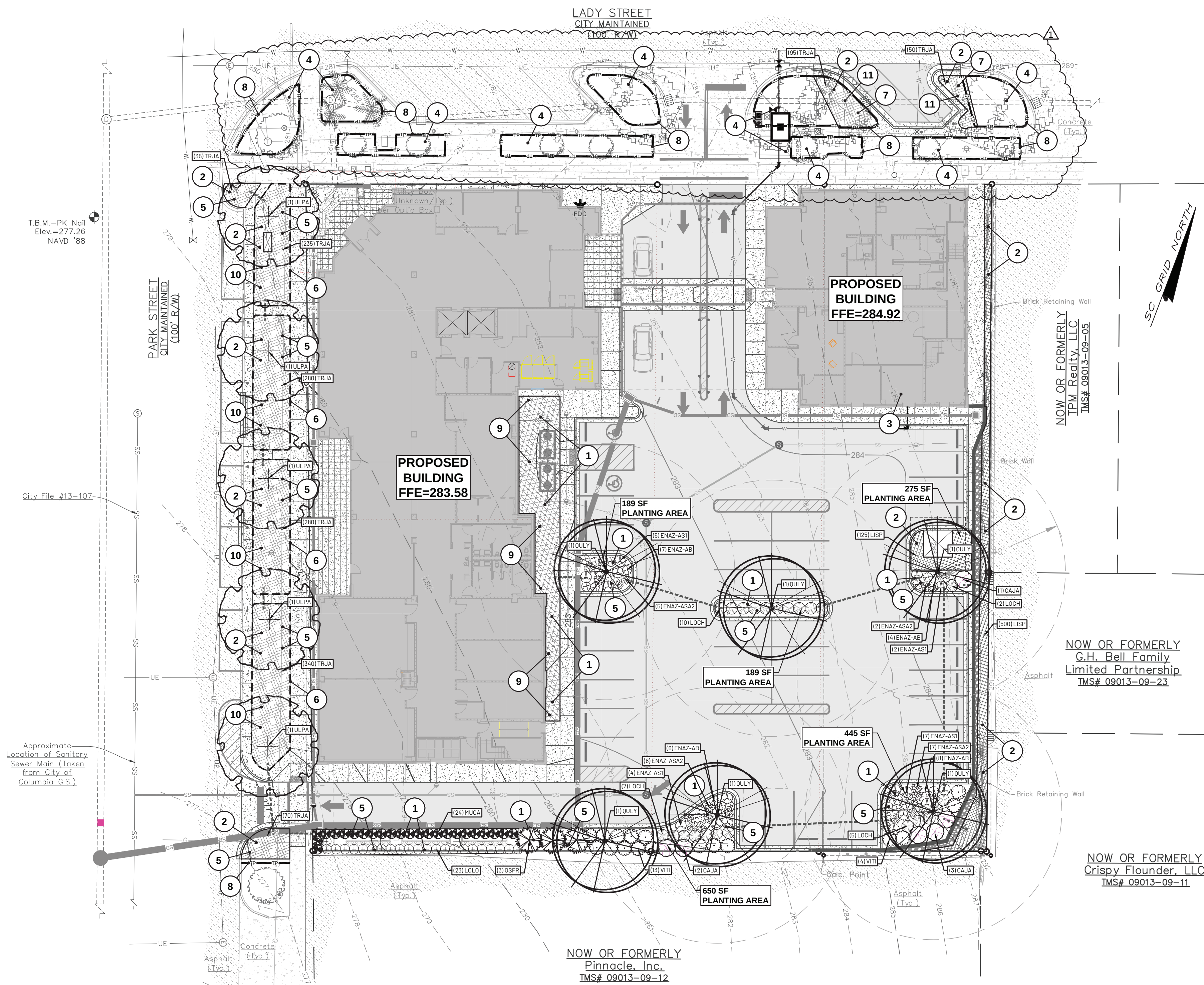
I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title: _____
Date: _____

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-343-8779	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jthompson@columbiasc.net
Fanessa Pinckney	Development Services (Permits)	803-545-3420	803-733-8699	fcpinckney@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Robert Harkins	Development Services (Plans Review)	803-545-3420	803-733-8647	rlharkins@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweat	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddb Brewer@columbiasc.net
Sara Hollar	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	sehollar@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
David Koon	Fire Department	803-545-3701	803-401-8839	cdgkoon@columbiasc.net
John David Spade	Parking Services	803-545-3070	803-733-8523	spade@columbiasc.net

LR: 7/2014



LANDSCAPE NOTES

1. MATERIAL LIST WAS PREPARED FOR ESTIMATING PURPOSES ONLY. CONTRACTOR SHALL MAKE OWN QUANTITY TAKEOFFS USING THE DRAWINGS AND SPECIFICATIONS. ANY DISCREPANCIES SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT IMMEDIATELY. LANDSCAPE ARCHITECT ASSUMES NO LIABILITY FOR QUANTITY DISCREPANCIES.
2. CONTRACTOR TO VERIFY THAT ALL PLANT MATERIALS ARE AVAILABLE, AS SPECIFIED, WHEN PROPOSAL IS SUBMITTED.
3. CONTRACTOR SHALL STAKE OUT ALL SHRUB BED LINES, TREE LOCATIONS AND SHRUB GROUPINGS FOR APPROVAL BY LANDSCAPE ARCHITECT BEFORE COMMENCING PLANTING OPERATIONS. NOTIFY LANDSCAPE ARCHITECT 24 HOURS PRIOR TO PLANTING.
4. ALL DISTURBED AREA IN PLANT BEDS TO RECEIVE 3" OF TRIPLE GROUND, HARDWOOD BARK MULCH, AGED A MINIMUM OF 6 MONTHS. TREES NOT LOCATED WITHIN A PLANT BED SHALL RECEIVE A 5" DIAMETER SAUCER OF TRIPLE SHREDED HARDWOOD BARK MULCH THAT IS 8" DEEP. PULL BACK MULCH 6" FROM ROOT FLARE / TRUNK.
5. CONTRACTOR TO MAINTAIN ALL AREAS WITHIN THE LIMITS OF WORK FOR THE DURATION OF CONSTRUCTION.
6. IN THE PLANT SCHEDULE, PLANTS NOTED AS SPECIMEN SHALL BE SELECTED BY THE LANDSCAPE ARCHITECT AND FLAGGED AT THE NURSERY. THE TREES NOTED AS MULTI-STEM OR MULTI-TRUNK SHALL HAVE NO LESS THAN 3 STEMS AND NO MORE THAN 5 STEMS OR TRUNKS. MULTI-STEM TREES WITH LESS THAN 3 OR MORE THAN 5 STEMS WILL BE REJECTED.
7. PRE-EMERGENT HERBICIDE SUCH AS 'PREN' OR EQUAL SHALL BE APPLIED TO PLANTING AREAS IMMEDIATELY FOLLOWING LANDSCAPE INSTALLATION, AND PRIOR TO MULCHING, ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS.
8. CENTERS OF PLANT MATERIAL SHOULD BE LOCATED NO CLOSER THAN 2' FROM THE FOUNDATION OF ANY BUILDING. ADJUST LOCATION OF PLANT MATERIAL TO AVOID PLACEMENT IN FRONT OF GUTTER DRAINS.
9. CONTRACTOR TO VERIFY WITH LANDSCAPE ARCHITECT THAT ADEQUATE SURFACE AND PLANT PIT DRAINAGE EXISTS PRIOR TO PLANTING.
10. ALL TREES, SHRUBS AND PLANTS SHALL BE TYPICAL FOR THE SPECIES IN FORM AND COLOR; FREE FROM DAMAGE AND DISEASE AND SHALL BE U.S. NURSERY STANDARD #1 OR BETTER.
11. TREES 2" CALIPER AND LARGER WILL ONLY BE ACCEPTED FROM LANDSCAPE ARCHITECT APPROVED NURSERIES. SEE NURSERY NOTES.
12. IF INSTALLED PLANTS SETTLE OR FALL OUT OF PLUMB POSITION CONTRACTOR WILL STRAIGHTEN THE PLANTS BY MAKING ADJUSTMENTS TO THE POSITION OF THE ROOTBALL AND NOT BY PUSHING OR PULLING ON THE TRUNK, OR BY TIGHTENING THE GUYWIRES. TREES SHALL BE STRAIGHTENED DURING THE DURATION OF THE PROJECT AS THEY GET OUT OF PLUMB, UNTIL THE FINAL INSPECTION OR CERTIFICATE OF OCCUPANCY IS GRANTED, WHICHEVER IS LONGER.
13. BALL DEPTHS ON SOME TREES IN A SINGLE GROUP MAY VARY. THE TOP OF ROOTBALLS ARE TO BE SET 2" ABOVE FINISHED GRADE. IF DEPTHS VARY, ALL TREES IN A GROUP SHOULD BE SET SO THAT THE BASE OF THE TRUNKS WILL APPEAR TO BE AT THE SAME RELATIVE ELEVATION ABOVE GRADE.
14. NO DECIDUOUS OR EVERGREEN TREE WILL BE ACCEPTED IF THERE IS MORE THAN ONE LEADER, UNLESS THE TREE IS DESIGNATED AS MULTI-STEM OR MULTI-TRUNK.
15. ALL SAUCERS SHALL BE SOAKED WITH WATER AND MULCHED IMMEDIATELY FOLLOWING INSTALLATION.
16. ALL ROOT BALLS REMOVED FROM CONTAINERS SHALL BE SCARIFIED PRIOR TO BACKFILLING.
17. ANY AND ALL EXISTING BUFFERS ARE TO BE MAINTAINED AND PROTECTED THROUGHOUT THE DURATION OF CONSTRUCTION, UNLESS OTHERWISE NOTED IN THE PLANS. ANY DAMAGE TO PROTECTED BUFFERS WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
18. NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED WITHOUT APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
19. UPON COMPLETION OF ALL LANDSCAPING, AN INSPECTION FOR ACCEPTANCE OF THE WORK SHALL BE HELD. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND OWNER OF THE INSPECTION AT LATEST 7 BUSINESS DAYS PRIOR TO THE ANTICIPATED INSPECTION DATE.
20. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR 12 MONTHS FROM THE DATE OF ACCEPTANCE. REPLACEMENTS SHALL BE GUARANTEED FOR AN ADDITIONAL 12 MONTHS.
21. LANDSCAPE ARCHITECT OR OWNER SHALL HAVE THE RIGHT, AT ANY STAGE OF THE CONSTRUCTION OPERATION, TO REJECT ANY AND ALL WORK WHICH, IN HIS OPINION, DO NOT MEET THE REQUIREMENTS OF THESE PLANS OR SPECIFICATIONS.
22. ALL PROPOSED TREES ARE TO BE INSTALLED EITHER COMPLETELY INSIDE OR COMPLETELY OUTSIDE OF PLANTING BEDS. PLANT BED LINES ARE NOT TO BE OBSTRUCTED (EVEN BY EXISTING TREES). BED LINES MUST MAINTAIN A MINIMUM DISTANCE OF 4'-0" FROM EXISTING TREE TRUNKS, UNLESS OTHERWISE APPROVED BY THE LANDSCAPE ARCHITECT.
23. THE CONTRACTOR SHALL COORDINATE WITH UTILITY, LIGHTING AND IRRIGATION CONTRACTORS REGARDING THE INSTALLATION OF PLANT MATERIAL.
24. THE CONTRACTOR SHALL ENSURE THAT HIS WORK DOES NOT INTERRUPT ESTABLISHED OR PROJECTED DRAINAGE PATTERNS.
25. SEE TREE, SHRUB AND GROUND COVER PLANTING DETAILS AND SPECIAL PROVISIONS IN THE PLANTING SPECIFICATIONS.
26. THE CONTRACTOR IS RESPONSIBLE FOR TEMPORARY SEEDING OR MULCHING ALL DISTURBED AREAS WITHIN THE LIMIT OF WORK TO CONTROL SOIL EROSION.
27. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL INSTALLED PLANT MATERIAL RECEIVES ADEQUATE AND REGULAR WATERINGS.
28. CONTRACTOR SHALL TEST SOIL PH AND CONDITIONS FOR ALL SOD AND SEEDED AREAS TO ENSURE THAT PROPER SOIL REQUIREMENTS ARE MET. PLANTING BED SOILS SHALL BE AMENDED BY CONTRACTOR AS INDICATED BY SOIL TEST AND SPECIFICATIONS TO ACHIEVE PROPER SOIL CONDITIONS PRIOR TO PLANTING.
29. IRRIGATION SHALL BE DESIGNED ACCORDING TO THE DESIGN-BUILD NOTES ON THIS SHEET. CONTRACTOR TO FORWARD DESIGN TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
30. ALL PLANTINGS SHALL BE MECHANICALLY IRRIGATED.

LANDSCAPE REQUIREMENTS

1. Tree Survey Provided - no grand trees exist on the site.
2. Tree Density Factor (DF):
Commercial site: 30 trees/AC = 1.01 AC x 30 = 30 units required
Existing Tree Credits = 0
Required replacement credits for Grand Trees removed = 0
Total required DFS units including replacement credits = 30
Total credits for proposed trees: 11 trees x 2 credits (4" caliper) = 22
Total Units to be satisfied via payment-in-kind: 8
*If the site is deficient in density within the order is responsible for coordinating with the City of Columbia on the payment-in-kind amount needed to satisfy the DFS requirement.
3. Street Treeing: Street Treeing (Street Treeing) shall be provided in accordance with the City of Columbia's Street Treeing Ordinance. Street tree plantings within the Right-of-Way (ROW) shall be provided in accordance with the City of Columbia's Street Treeing Ordinance. Existing vegetation shall be removed in accordance with the City of Columbia's Street Treeing Ordinance. Park Street frontage: 205' 14" frontage. 205' 14" = 5 Trees required and provided.
No Buffer: Transition Yards are required as the use for this development is of the same intensity as neighboring properties.
4. Buffer: Transition Yard (TYV):
No Buffer: Transition Yards are required as the use for this development is of the same intensity as neighboring properties.
5. Vehicle Surface Area (VSA):
18,300 SF proposed VSA
1 tree/200 SF = 18,300/200 = 91.5 trees required and provided
Shrubs, groundcover or turf shall be planted so that a minimum of 60% coverage is achieved in the terrestrial landscape areas.
*All parking spaces shall be located no further than 40' from the trunk of a shade tree.
*VSA shall be screened from view from adjacent ROW by an opaque screen of evergreen shrubs min. 2' height at planting if applicable.
6. Screening of Trash Collection areas and Utility Service areas:
N/A

9. DISCRETIONARY LANDSCAPE AREA (BY OTHERS)
10. EXISTING TREES IN THIS LOCATION SHALL BE COMPLETELY REMOVED TO INCLUDE ALL ROOTS AND LARGER
11. TREE ROOTS TO BE REMOVED TO ACCOMMODATE CONSTRUCTION IN PROTECTED ZONE OF SAVED TREES ARE TO BE REMOVED IN A MANNER CONSISTENT WITH SAVED TREES AND PROTECTED ZONE NOTES ON THIS SHEET. (SEE ALSO ATTACHED SPECIFICATION SECTION 015639 TREE PROTECTION)

CODING LANDSCAPE NOTES

1. 3" TRIPLE HAMMERED HARDWOOD BARK MULCH IN ALL LANDSCAPE AREAS (TYP.)
2. 2" TRIPLE HAMMERED HARDWOOD BARK MULCH IN GROUND COVER (JASMINE AND LIROPE) BEDS.
3. IRRIGATION CONTROLLER LOCATION - CONTRACTOR SHALL COORDINATE WITH THE OWNER ON OPTIMAL LOCATION.
4. PRIOR TO STARTING CONSTRUCTION THE CONTRACTOR SHALL PROVIDE AN ARBORIST'S REPORT PER ATTACHED SPECIFICATION SECTION 015639 TREE PROTECTION. THE REPORT SHALL PROVIDE RECOMMENDATIONS FOR PROTECTION, WATERING, FERTILIZATION, MAINTENANCE AND/OR REMOVAL OF ALL TREES WITHIN THE PROPOSED TREE PROTECTION FENCE IN THE LADY STREET RIGHT-OF-WAY FOR THE ENTIRE PERIOD OF CONSTRUCTION AND THE ONE YEAR PLANT WARRANTY PERIOD AFTER CONSTRUCTION IS COMPLETE. SUBMIT ARBORIST'S REPORT TO LANDSCAPE ARCHITECT AND CITY OF COLUMBIA FORESTRY DEPARTMENT FOR REVIEW PRIOR TO COMMENCING WORK.
CALEB KING
Caleb.King@columbiagov.org
(803) 545-3960
5. EXISTING SOIL SHALL BE TILLED AND SCARIFIED TO A MINIMUM DEPTH OF 12 INCHES AND AMENDED PER THE SOIL SPECIFICATIONS ON THIS PLAN PRIOR TO PLANTING. LOCATE ALL UTILITIES PRIOR TO COMMENCING.
6. 18" ROOT BARRIER BY "DEEP ROOT" IN THIS LOCATION, INSTALLED ADJACENT TO SIDEWALK OR CURB AND GUTTER. SEE PLANS FOR LOCATIONS AND EXTENT.
7. REPLACE OR ADD ASIATIC JASMINE AS NECESSARY DUE TO NEW CONSTRUCTION.
8. TREE PROTECTION FENCE (SEE DETAIL ON SHEET L2) IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT THE EXISTING LANDSCAPE AS SHOWN. ANY DAMAGE TO THE EXISTING LANDSCAPE DUE TO DEMOLITION OR CONSTRUCTION ACTIVITIES SHALL BE REPLACED TO THE SATISFACTION OF THE CITY OF COLUMBIA FORESTRY DEPARTMENT AND THE OWNER AND AT THE CONTRACTOR'S EXPENSE. IN THE EVENT OF A CONFLICT OR A TREE HAS BEEN DAMAGED OR COULD BE DAMAGED BY NECESSARY CONSTRUCTION ACTIVITY THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT AND THE CITY OF COLUMBIA FORESTRY DEPARTMENT SO THAT AN ON-SITE MEETING CAN BE ARRANGED TO DETERMINE A SOLUTION.

SAVED TREES AND PROTECTED ZONE NOTES

1. ALL CONSTRUCTION ACTIVITY WITHIN THE PROTECTED ZONE OF A SAVED TREE SHALL COMPLY WITH SECTION 01 56 39 TREE PROTECTION SPECIFICATIONS UNLESS OTHERWISE CALLED OUT ON THIS PLAN OR IN THE ARBORIST'S REPORT.
2. REMOVAL OF ASPHALT, CONCRETE AND ALL OTHER ITEMS TO BE DEMOLISHED WITHIN THE PROTECTED ZONE OF A SAVED TREE SHALL BE ACCOMPLISHED WITHOUT ENCROACHING UPON THE PROTECTED ZONE WITH ANY MOTORIZED, TRACKED OR WHEELED VEHICLES OR EQUIPMENT. SHOULD LARGE EQUIPMENT BE USED TO BREAK UP AND DEMOLISH ITEMS WITHIN THE PROTECTED ZONE, GREAT CARE IS TO BE TAKEN NOT TO DAMAGE THE ROOTS OR THE TREE ITSELF. REMOVAL OF MATERIAL SHALL BE BY HAND.
3. ANY DAMAGE TO THE TREE PROTECTION FENCING OR SAVED TREES CAUSED BY DEMOLITION OR CONSTRUCTION ACTIVITIES SHALL BE REPAIRED IMMEDIATELY AND AT THE CONTRACTOR'S EXPENSE. REPAIR TO DAMAGED TREES SHALL BE ACCORDING TO STANDARD ARBORICULTURAL TECHNIQUES RECOGNIZED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENGAGE AN ARBORIST TO CONSULT IN THE REPAIR AND CARE OF THE DAMAGED TREES.
4. MITIGATION OF SAVED TREES DESTROYED BY DEMOLITION OR CONSTRUCTION ACTIVITIES SHALL BE AT THE CONTRACTOR'S EXPENSE AND ACCORDING TO DIVISION 13 OF THE CITY OF COLUMBIA ZONING ORDINANCE, SEC. 17-421 AND SEC. 17-422.
5. ANY ROOTS OF SAVED TREES THAT MUST BE CUT SHALL BE DONE SO DELIBERATELY AND IN A CLEAN NEAT FASHION USING A SAW, PRUNING SHEARS OR OTHER TOOL. ALL CUTS SHALL BE MADE AT AN ANGLE. ALL CUTS SHALL BE MADE SO TREES SHALL BE CLEAN AND SHARP. NO TREE PAINT OR SEALANTS SHALL BE USED. STOCKPILING OF CONSTRUCTION AND EXCAVATION MATERIALS WITHIN THE PROTECTED ZONE OF A SAVED TREE IS STRICTLY PROHIBITED. REFER TO SPECIFICATION SECTION 01 56 39 TREE PROTECTION.
6. TEMPORARILY COVER ROOTS EXPOSED DURING DEMOLITION OR CONSTRUCTION WITH WET BURLAP TO PREVENT ROOTS FROM DRYING OUT. COVER ROOTS WITH SOIL AS SOON AS POSSIBLE.
7. TEMPORARY TREE PROTECTION FENCING SHALL BE A MINIMUM 48" COMMERCIAL GRADE ORANGE EXTRUDED PLASTIC FENCING. SEE DETAIL.
8. WHERE SILT FENCE CROSSES TREE PROTECTION FENCING, INSTALL TREE PROTECTION FENCING AROUND SILT FENCING SUCH THAT THE SILT FENCE IS CONTINUOUS.
9. ALL UTILITIES THAT ARE TO BE INSTALLED WITHIN THE PROTECTED ZONE OF A SAVED TREE SHALL BE VIA DIRECTIONAL BORING. CONTACT UTILITY WORK IN THE VICINITY OF THE PROTECTED ZONE OF SAVED TREES PER SPECIFICATION SECTION 015639 TREE PROTECTION, PROVIDED AS PART OF THESE CONSTRUCTION DOCUMENTS.

REFERENCES:

1. BOUNDARY PLAT & TOPOGRAPHIC MAP PREPARED FOR CHOICE HOTELS INTERNATIONAL, INC., BY COX AND DINKINS, INC., DATED DECEMBER 12, 2020
2. ALTANPS LAND TITLE SURVEY FOR 1000, 1010, & 1014 LADY ST, 1218 PARK ST, PREPARED BY BLEW & ASSOCIATES, P.A., DATED OCTOBER 31, 2019.

GENERAL NOTES:

1. THE SUBJECT PROPERTY IS IDENTIFIED AS RICHLAND COUNTY TAX MAP PARCELS TMS# 09013-09-01, 02, 04, & 22.
2. TOTAL AREA OF SUBJECT PROPERTY IS 1.01 ACRES.
3. ZONING OF THE SUBJECT PARCELS TMS# 09013-09-01, 02, 04, & 22 IS "M-1".
4. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREIN ARE APPROXIMATE. THE LOCATIONS OF OTHER UNDERGROUND UTILITIES AND THEIR SERVICES ARE UNKNOWN. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
5. THIS PROPERTY IS LOCATED IN FLOOD ZONE X PER FLOOD INSURANCE RATE MAP NUMBER 45079C0243L, REVISED DECEMBER 21, 2017, BY SCALED LOCATION AND GRAPHIC PLATTING ONLY.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THEY AND THEIR SUBCONTRACTORS HAVE THE CORRECT MOST UP-TO-DATE PLANS AVAILABLE.
7. ALL SIDEWALKS, STRIPES AND SIGNAGE SHALL BE ADA AND MUTCD COMPLIANT.
8. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.

TOPSOIL SPECIFICATIONS

1. Natural, friable, loamy soil characteristic of productive soil in vicinity. It shall be reasonably free of stones larger than 1 inch, clay lumps, roots, toxic substances, debris, and other foreign matter harmful to plant growth.
2. Shall contain not less than 15 percent nor more than 40 percent organic matter by volume as determined by loss on ignition of samples oven dried to constant weight at 212 F.
3. pH range: Amended and imported topsoil shall have a pH range of 6.0 to 7.0.
4. Completion of Soil testing No. 10 Sieve:
 1. Sand: 20 to 80 percent
 2. Silt: 10 to 40 percent
 3. Clay: 5 to 10 percent
5. Utilize on-site stockpiled topsoil as required to complete the work. Topsoil not meeting the above requirements shall be amended according to the above.
6. Provide imported topsoil material as required to complete the work. Obtain rights and pay all costs for imported materials.
7. Obtain soil amendment and fertilization recommendations from testing agency for the plant materials specified for the project.
8. Soil Conditioning Materials:
 1. Aluminum Sulfate: Unadulterated, in manufacturer's original, unopened container labeled with analysis and net weight. Use to acidify soil (lower pH) as recommended by soils test report.
 2. Limestone: Raw, ground agricultural limestone, containing at least 90 percent calcium carbonate; 90 percent shall pass No. 10 sieve and 50 percent shall pass No. 50 sieve. Use to decrease acidity of soil (raise pH) as recommended by soils test report.
9. Fertilizer:
 1. Superphosphate: Soluble mixture of treated minerals; 20% available phosphoric acid.
 2. Commercial Fertilizers: Conforming to applicable Federal and State law, written as to composition, dry, free-flowing, and delivered to site in original unopened containers. Application rate and minimum analysis shall be as recommended by soils test report.
10. Mulch:
 1. Triple Hammered Hardwood Bark Mulch: aged at least 6 months, free of soil, aggregates and harmful or extraneous matter.

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CALL 811
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IRRIGATION DESIGN-BUILD

- ALL PLANTINGS SHALL BE MECHANICALLY IRRIGATED**
- NO DRIP IRRIGATION SHALL BE ALLOWED UNLESS IT CAN BE DEMONSTRATED TO THE LANDSCAPE ARCHITECT THAT THE SYSTEM CAN MAINTAIN A MINIMUM PRESSURE OF 25 PSI WHEN ALL ZONES ARE IN FULL USE. DRIP IRRIGATION INSTALLED WITHOUT PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT AND DEMONSTRATION OF THE ABOVE PRESSURES SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
1. ALL IRRIGATION EQUIPMENT TO BE RAINBIRD OR APPROVED EQUAL.
 2. USE A DIGITAL CONTROLLER.
 3. FREEZE AND RAIN SENSORS SHALL BE INSTALLED ON THE SYSTEM.
 4. ALL PIPE SHALL BE CL200.
 5. ALL FITTINGS SHALL BE SCHEDULE 40.
 6. ALL GLUED JOINTS SHALL BE CLEANED WITH PURPLE PRIMER PRIOR TO APPLICATION OF PVC GLUE.
 7. MAINS SHALL HAVE A MINIMUM OF 24" OF COVER WITH METALLIC MARKING TAPE.
 8. IRRIGATION LATERALS SHALL HAVE A MINIMUM OF 18" OF COVER.
 9. WATER LAWN AREAS SEPARATELY FROM TREES AND SHRUBS. SET A SEPARATE ZONE(S).
 10. TREES SHALL HAVE SEPARATE SYSTEM AND MINIMUM 2 BUBBLERS PER ROOT BALL. LARGER TREES OVER 3" IN CALIPER SHOULD HAVE 3 BUBBLERS PER ROOT BALL.
 11. ONCE PLANTS ARE ESTABLISHED IRRIGATION CAN BE TURNED OFF AND ONLY RUN IN PERIODS OF PROLONGED DROUGHT DEFINED AS 45 DAYS WITHOUT AT LEAST 3" OF RAINFALL.
 12. FOR ASSISTANCE WITH DESIGN AND SPECIFICATIONS CONTACT WWW.RAINBIRD.COM

NURSERY NOTES

- THE FOLLOWING ARE ACCEPTABLE NURSERIES FOR SPECIMEN TREES 2" CALIPER AND ABOVE, AS WELL AS CRAPE MYRTLES.
1. CHERRY LAKE TREE FARM (803)429-2171
 2. SHADY GROVE NURSERIES (800)849-5723
 3. SELECT TREES, INC. (800)486-7353
 4. BOLD SPRINGS NURSERIES (478)783-4975
 5. LONG BRANCH NURSERY (803)695-0588
- "TREES WILL NOT BE ACCEPTED FROM ANY OTHER NURSERIES WITHOUT PRIOR WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT. CONTACT LANDSCAPE ARCHITECT FOR UPDATED LIST OF APPROVED NURSERIES, AS QUALIFIED NURSERIES MAY BE ADDED IF NECESSARY."
- "IN THE PLANT SCHEDULE, PLANTS NOTED AS SPECIMEN SHALL BE SELECTED BY THE LANDSCAPE ARCHITECT AND FLAGGED AT THE NURSERY. CONTRACTOR SHALL SUBMIT PHOTOGRAPHS OF THE PROPOSED SPECIMEN TREES TO THE LANDSCAPE ARCHITECT FOR ACCEPTANCE OR REJECTION PRIOR TO PURCHASE. PHOTOGRAPHS SHOULD CLEARLY SHOW THE OVERALL SHAPE AND FORM OF THE TREE (INCLUDE MEASURING STICK), THE BARK, A STRONG CENTRAL LEADER, BRANCHING HABIT AND LEAVES."
- "TREES THAT ARE ANTICIPATED TO BE INSTALLED FROM MAY 1 THROUGH SEPTEMBER 30 SHALL BE CONTAINER GROWN BY THE NURSERY. IF CONTAINER GROWN TREES ARE NOT AVAILABLE THE TREES SHALL BE PRE-DUG AND HARDENED OFF FOR A MINIMUM OF 3 MONTHS PRIOR TO PLANTING. PRE-DUG TREES SHALL EXHIBIT VIGOROUS FIBROUS ROOT SYSTEM GROWTH PRIOR TO BEING ACCEPTED BY THE LANDSCAPE ARCHITECT."

CITY OF COLUMBIA R/W NOTE:

1. ALL WORK PERFORMED WITHIN A CITY OF COLUMBIA RIGHT-OF-WAY SHALL COMPLY WITH THE APPROVED CITY OF COLUMBIA ENCROACHMENT PERMIT. ANY DAMAGE TO PAVEMENT, CURB AND GUTTER, UTILITIES, LANDSCAPING AND ANY OTHER ELEMENT SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE CITY OF COLUMBIA AND ACCORDING TO ALL APPLICABLE CODES AND ORDINANCES AT THE CONTRACTOR'S EXPENSE.

LANDSCAPE LEGEND

- CAJA - CAMELIA
- VITI - SPRING BOUQUET VIBURNUM
- ENAZ-AB - 'AUTUMN BONIFIRE' ENCORE AZALEA
- ENAZ-AS1 - 'AUTUMN STARLITE' ENCORE AZALEA
- ENAZ-AS2 - 'AUTUMN SUNBURST' ENCORE AZALEA
- LOCH-P - PURPLE DIAMOND CHINESE FRINGE FLOWER
- LOLO - DWARF MAT RUOSH 'BREEZE'
- MUCA - PINK MUHLY GRASS
- OSFR - FRAGRANT TEA OLIVE
- ULPA - BOSQUE LACEBARK ELM
- QULY - OVERCUP OAK
- CREeping LIROPE
- TRJA - ASIATIC JASMINE
- TRIPLE-HAMMERED HARDWOOD BARK MULCH
- TREE PROTECTION FENCE. (SEE DETAIL ON SHEET L2)
- 18" ROOT BARRIER BY "DEEP ROOT" OR APPROVED EQUAL



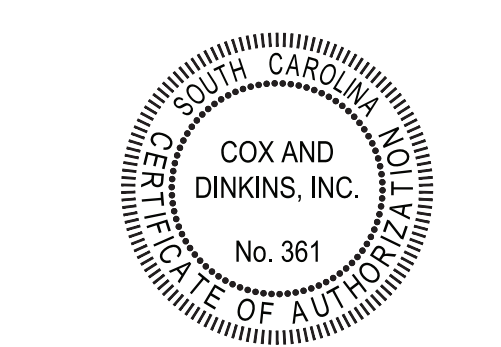
**CAMBRIA HOTEL
COLUMBIA, S.C.**



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COX AND DINKINS

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CERTIFICATE OF AUTHORIZATION SEAL

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REVISIONS:

No.	Description	Date
1	Revised Per City of Columbia Comments	07/16/2020

PROJECT: 2152-197300
DATE: CAG #2162
5/26/2020

LANDSCAPE PLAN



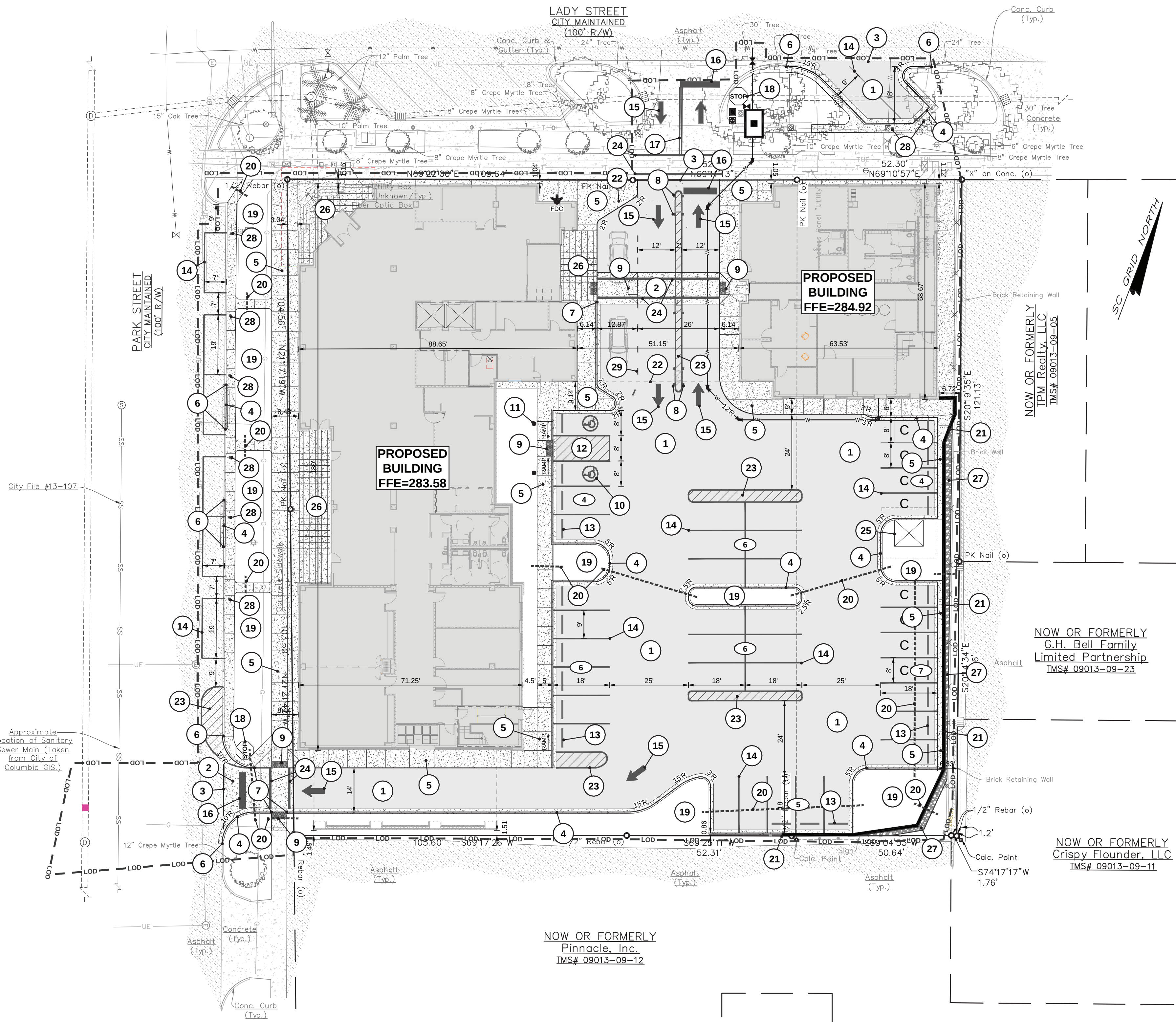
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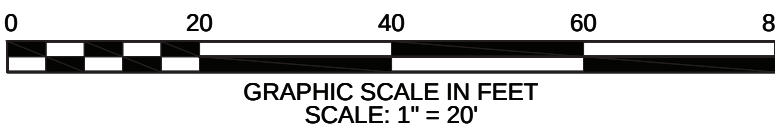
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South Carolina 811
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PAVEMENT LEGEND

1	STANDARD DUTY ASPHALTIC CONCRETE PAVEMENT (SEE DETAIL)	2	STANDARD DUTY CONCRETE PAVEMENT (SEE DETAIL)
PARKING DATA			
VEHICULAR PARKING REQUIRED (1 Vehicular spaces per bedroom) 1 x 144 bedrooms = 144 required (BOZA Approved Reduction)		VEHICULAR PARKING PROVIDED ACCESSIBLE SPACES = 2 STANDARD SPACES (9'x18') = 28 COMPACT SPACES (8'x18') = 8 TOTAL = 40 spaces provided	NUMBER OF VEHICULAR PARKING SPACES C COMPACT SPACE

NOTES REGARDING STRIPING:

- ALL PAVEMENT MARKINGS WITHIN THE RIGHT-OF-WAY SHALL BE THERMOPLASTIC OR APPROVED PERMANENT EQUIVALENT.
- ALL PARKING LOT STRIPING SHOWN SHALL BE PERFORMED BY THE CONTRACTOR USING WHITE TRAFFIC MARKING PAINT UNLESS OTHERWISE LISTED BELOW, NOTED ON THE PLANS OR STATED IN THE APPROVED ENCROACHMENT PERMIT(S). PAINT SHALL BE FS-TT-P-1952, (WATERBORNE) TRAFFIC PAINT AND SHALL BE APPLIED IN TWO COATS AND IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- ITEMS THAT SHALL BE PAINTED WHITE INCLUDE: PARKING STALLS; DIRECTIONAL ARROWS; STOP BARS; AND PEDESTRIAN CROSS WALKS.
- ITEMS THAT SHALL BE PAINTED YELLOW INCLUDE: ALL SITE WORK PROTECTIVE GUARD POSTS ; STEEL PIPE BASE OF HANDICAP PARKING SIGNS, AND LOADING AREAS.
- ITEMS THAT SHALL BE PAINTED BLUE PAINT INCLUDE: HANDICAP PARKING STALLS; HANDICAP SYMBOLS; AND ACCESSIBLE STRIPED ISLANDS ADJACENT TO HANDICAP PARKING SPACES.

SIGNAGE NOTES

- THE CONTRACTOR SHALL FURNISH AND INSTALL "HANDICAPPED PARKING" SIGNS WITH IDENTIFYING HANDICAPPED SYMBOL AT ALL HANDICAPPED PARKING SPACES. SIGNS SHALL BE 12"x18", 0.05 ALUMINUM WITH BAKED ENAMEL FINISH. SIGNS SHALL BE WHITE LETTERING ON BLUE BACKGROUND, WITH INSTALLATION AS SHOWN ON THE DETAIL SHEET. SIGNS SHALL CONFORM TO FEDERAL HIGHWAY ADMINISTRATION AND/OR SCOTD SPECIFICATIONS. INCLUDE "VAN ACCESSIBLE" SIGNAGE WHERE APPLICABLE. ALL SIGNAGE SHALL BE ADA AND MUTCD COMPLIANT.
- THE CONTRACTOR SHALL FURNISH AND INSTALL "STOP" SIGNS IN THE LOCATIONS INDICATED ON THE PLANS. "STOP" SIGNS SHALL BE 36"x36", WITH RED REFLECTORIZED BACKGROUND AND WHITE REFLECTORIZED LEGEND AND BORDER CONFORMING TO MUTCD SPECIFICATIONS FOR R1-1-36.

RETAINING WALL NOTES

- RETAINING WALLS TO BE MSE SEGMENTAL BLOCK WALL OR APPROVED EQUAL.
- BOTTOM OF WALL ELEVATION REPRESENTS LOWEST AT GRADE ELEVATION ONLY.
- CONTRACTOR SHALL PROVIDE DESIGN OF RETAINING WALL AND FOOTINGS, SUBDRAINAGE/WATERPROOFING DESIGN, BRIDGING OF PROPOSED STORM DRAINAGE PIPE CROSSINGS, MATERIAL SUBMITTALS, AND/OR SHOP DRAWINGS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF SOUTH CAROLINA.
- CONTRACTOR AND DESIGN TO COMPLY WITH RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.
- IN NO WAY SHOULD THESE CONSTRUCTION DOCUMENTS BE CONSIDERED AS DESIGN DOCUMENTS FOR THE PROPOSED RETAINING WALL.
- CONTRACTOR TO SUBMIT COLOR SAMPLES TO OWNER FOR APPROVAL PRIOR TO CONSTRUCTION.

CODED NOTES

- STANDARD DUTY ASPHALTIC CONCRETE PAVEMENT. VERIFY PAVEMENT SECTION WITH PROJECT GEOTECHNICAL REPORT AND/OR OWNER'S GEOTECHNICAL ENGINEER. (TYPICAL) (SEE DETAIL)
- STANDARD DUTY CONCRETE PAVEMENT. (SEE DETAIL) (TYPICAL) INSTALL CONTROL JOINTS AS SHOWN ON THE PLAN. INSTALL EXPANSION JOINTS AT JUNCTIONS WITH OTHER PAVEMENT MATERIALS, WALLS, LIGHTING, AND OTHER NON-MOVING OBJECTS. VERIFY PAVEMENT SECTION WITH GEOTECHNICAL ENGINEER.
- CONTRACTOR SHALL TIE THE NEW ASPHALT PAVEMENT INTO EXISTING PAVEMENT ALONG THIS LINE.
- FURNISH AND INSTALL NEW 18" CONCRETE "L" TYPE CURB AND GUTTER. CONTRACTOR TO MATCH EXISTING WIDTH IN RIGHT-OF-WAY AND TRANSITION AS NEEDED. INSTALL CONTROL JOINTS AT 10.0 O.C. AND EXPANSION JOINTS AT 50.0 O.C. SEAL ALL EXPANSION JOINTS. (TYPICAL) (SEE DETAIL)
- FURNISH AND INSTALL 4" THICK 3000 PSI CONCRETE. (WIDTH VARIES AS SHOWN ON PLAN) CONTRACTOR SHALL INSTALL CONTROL JOINTS AS SHOWN ON PLAN OR AT 6.0' O.C. MAXIMUM AND AT BENDS IN THE CONCRETE. INSTALL EXPANSION JOINTS AT JUNCTIONS BETWEEN WALKS. MAXIMUM CROSS SLOPE = 2.0%. SEAL ALL EXPANSION JOINTS. ALL SIDEWALKS ALONG ACCESSIBLE ROUTES SHALL BE ADA COMPLIANT. (TYPICAL) (SEE DETAIL)
- CONTRACTOR SHALL TIE THE NEW CURB AND GUTTER INTO EXISTING CURB AND GUTTER AT THIS LOCATION.
- CONTRACTOR SHALL FEATHER CURB AT THIS LOCATION. (SEE DETAIL)
- FURNISH AND INSTALL PAINTED YELLOW BOLLARD. (TYPICAL) (TOTAL OF 12)(SEE DETAIL)
- ACCESSIBLE RAMP WITH DETECTIBLE WARNING SURFACE. FEATHER CURB WHEN APPLICABLE. (TYPICAL) (SEE DETAIL) ENSURE LANDING AREA SLOPE DOES NOT EXCEED 2.0%. MAXIMUM RISE SHALL NOT EXCEED 6" IN 6'.
- APPLY PAINTED ACCESSIBLE SYMBOL. (TYPICAL AT ALL ACCESSIBLE PARKING SPACES) (SEE DETAIL)
- FURNISH AND INSTALL ACCESSIBLE SIGNAGE. (TYPICAL AT ALL ACCESSIBLE PARKING SPACES) (SEE DETAIL)
- APPLY 4" WIDE PAINTED BLUE STRIPING FOR ACCESSIBLE ROUTES @ 45°, 2" O.C. PER ADA STANDARDS. (SEE STRIPING NOTES)
- FURNISH AND INSTALL PRECAST CONCRETE WHEELSTOP. (TYPICAL) (SEE DETAIL)
- APPLY 4" WIDE PAINTED WHITE PARKING LOT STRIPING. (TYPICAL) (SEE STRIPING NOTES)
- APPLY WHITE TRAFFIC DIRECTIONAL FLOW ARROW. (TYPICAL) (THERMOPLASTIC IN RIGHT-OF-WAY)(SEE STRIPING NOTES) (SEE DETAIL)
- APPLY 18" WIDE WHITE STOP BAR. (TYPICAL) (THERMOPLASTIC IN RIGHT-OF-WAY)(SEE STRIPING NOTES)
- APPLY DOUBLE 4" WIDE THERMOPLASTIC YELLOW LANE DIVIDING LINES. (SEE STRIPING NOTES)
- FURNISH AND INSTALL 36" STOP SIGN PER MUTCD R1-1-36. (TYPICAL)
- LANDSCAPE AREA. SEE LANDSCAPE PLANS FOR PERMANENT GROUND COVER.
- FURNISH AND INSTALL SLEEVING FOR IRRIGATION AND ELECTRICAL. (COORDINATE WITH LANDSCAPE, IRRIGATION, AND SITE ELECTRICAL PLANS FOR EXACT NUMBER AND LOCATION) (SEE DETAIL)
- RETAINING WALL. (SEE RETAINING WALL NOTE) (DESIGN BY OTHERS)
- BUILDING OVERHANG. SEE ARCHITECTURAL PLANS.
- APPLY 4" WIDE PAINTED WHITE STRIPING @ 45°, 2" O.C. PER ADA STANDARDS. (THERMOPLASTIC IN THE RIGHT-OF-WAY)(MEET CITY STANDARD)(SEE STRIPING NOTES)
- 6" WIDE PEDESTRIAN CROSSWALK. (THERMOPLASTIC IN THE RIGHT-OF-WAY)(SEE STRIPING NOTES)
- TRANSFORMER BY OTHERS. COORDINATE WITH ARCHITECTURAL AND ELECTRICAL PLANS.
- CONCRETE PATTERN BY OTHERS. COORDINATE WITH ARCHITECTURAL PLANS.
- 6" DEEP 2"-3" RIVER ROCK ON NON-WOVEN FILTER FABRIC. SEE DETAIL.
- RELOCATED PARKING METER. COORDINATE WITH CITY OF COLUMBIA.
- 4" WIDE 2" SKIP LINES @ 5' SPACING. (TYPICAL)(SEE STRIPING NOTES)

REFERENCES:

- BOUNDARY PLAT & TOPOGRAPHIC MAP PREPARED FOR CHOICE HOTELS INTERNATIONAL, INC., BY COX AND DINKINS, INC., DATED MARCH 12, 2020
- ALTANSPS LAND TITLE SURVEY FOR 1000, 1010, & 1014 LADY ST; 1218 PARK ST, PREPARED BY BLEW & ASSOCIATES, P.A., DATED OCTOBER 31, 2019.

GENERAL NOTES:

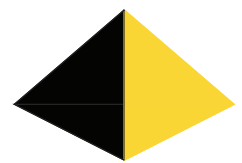
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Jesse McNeal
LICENSED PROFESSIONAL ENGINEER
No. 29053



CERTIFICATE OF AUTHORIZATION SEAL

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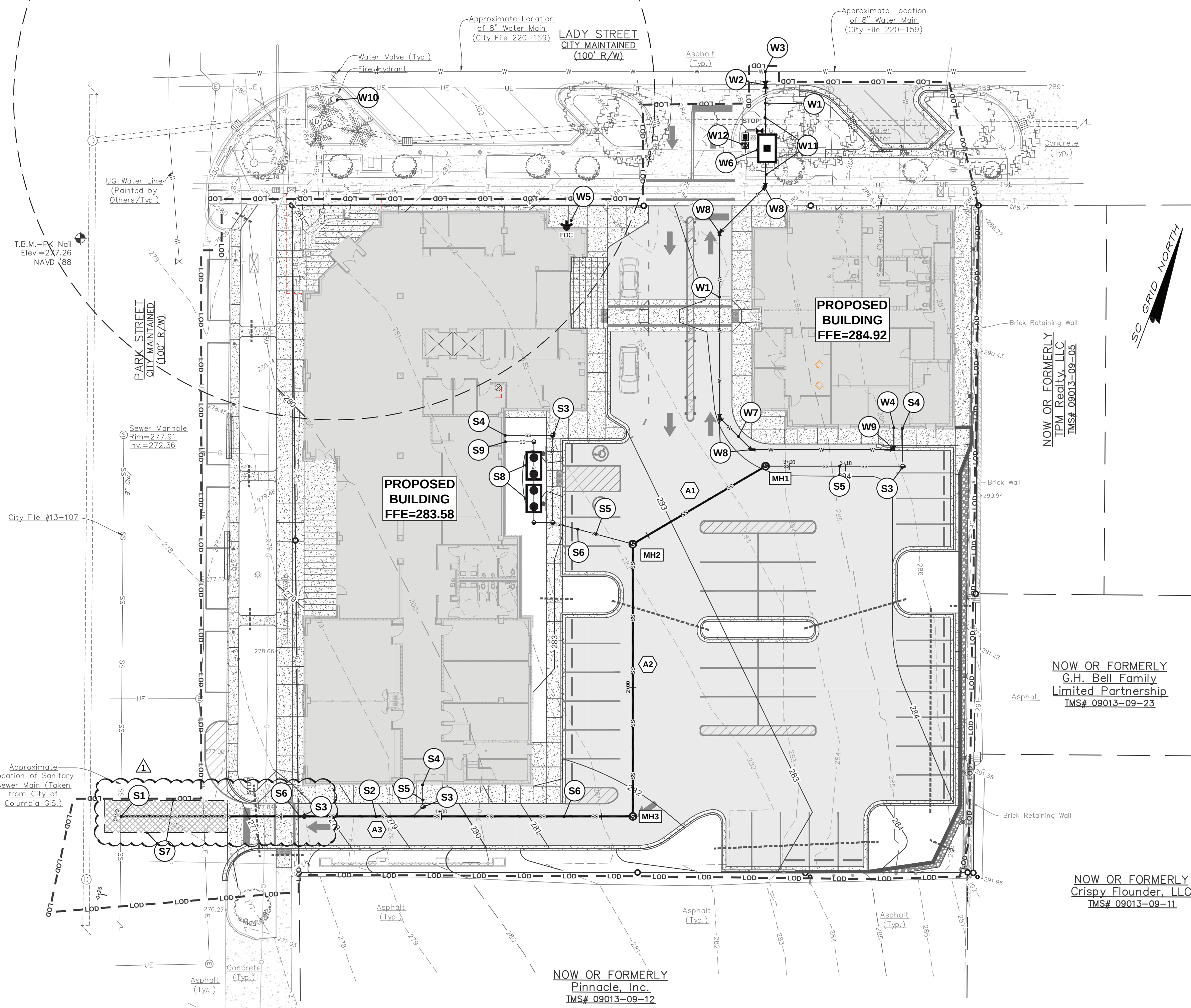
REVISIONS:

No.	Description	Date
1	Revised Per City of Columbia Comments	07/16/2020

PROJECT: 2152-197530
C&D #2152
DATE: 5/26/2020

SITE PLAN

C-2



WATER AND SEWER LEGEND

PROPOSED WATER SERVICE	PROPOSED WATER METER
PROPOSED WATER VALVE	PROPOSED FIRE DEPARTMENT CONNECTION
EXISTING WATER MAIN	EXISTING WATER METER
EXISTING WATER VALVE	EXISTING FIRE HYDRANT
PROPOSED 6" SEWER SERVICE	EXISTING CITY OF COLUMBIA EASEMENT
PROPOSED SEWER SERVICE	PROPOSED SEWER MANHOLE
EXISTING SEWER MAIN	PROPOSED SEWER CLEANOUT
EXISTING SEWER CLEANOUT	SEWER MAIN DESIGNATION. SEE PROFILES
EXISTING SEWER MANHOLE	SEWER MANHOLE DESIGNATION. SEE PROFILES

WATER AND SEWER SYSTEM NOTES:

- ALL MATERIALS AND INSTALLATION OF THE PROPOSED WATER AND SANITARY SEWER SYSTEM SHALL MEET THE REQUIREMENTS AS SET FORTH BY THE CITY OF COLUMBIA.
- ALL PROPOSED WATER AND SEWER LINES (MAINS AND SERVICES) SHALL CONFORM TO "TEN STATE STANDARDS."
- CONTRACTOR SHALL NOTIFY THE CITY OF COLUMBIA AND THE ENGINEER 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR ACQUIRING NECESSARY PERMITS AND LICENSES FROM THE CITY OF COLUMBIA PRIOR TO COMMENCING CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL NECESSARY TESTING OF THE NEW WATER SYSTEM AND SANITARY SEWER SYSTEM (MAINS AND/OR SERVICES) ACCORDING TO THE REQUIREMENTS OF THE CITY OF COLUMBIA.
- CONTRACTOR SHALL FURNISH AND INSTALL A STONE SPLASH PAD AT ALL PROPOSED HYDRANTS, OR OTHER POINTS OF DISCHARGE, PRIOR TO THE REQUIRED TESTING OF THE WATER SYSTEM.
- CONTRACTOR SHALL FURNISH AND INSTALL SILT FENCING AND/OR OTHER SEDIMENT AND EROSION CONTROL DEVICES, AS NECESSARY, TO CONTROL AND LIMIT, TO THE MAXIMUM EXTENT POSSIBLE, EROSION DURING THE INSTALLATION AND TESTING OF THE WATER SYSTEM.
- ALL DISTURBED AREAS RESULTING FROM THE INSTALLATION OF THE PROPOSED WATER SYSTEM AND SANITARY SYSTEM SHALL BE CLEANED, GRADED, AND IMMEDIATELY STABILIZED UPON COMPLETION OF THE INSTALLATION.
- OTHER UTILITY CROSSINGS MAY EXIST THAT ARE NOT SHOWN ON THE CONSTRUCTION PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION(S) AND ELEVATION(S) OF UTILITY CROSSINGS OF BOTH EXISTING AND PROPOSED UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
- THE CONTRACTOR SHALL MAINTAIN, PROTECT, RELOCATE, OR CONNECT ANY AND ALL OPERATING UTILITIES FOUND DURING CONSTRUCTION THAT ARE NOT SHOWN ON THIS PLAN. CONSULT THE ARCHITECT AND ENGINEER IMMEDIATELY IF UTILITIES ARE ENCOUNTERED DURING CONSTRUCTION THAT ARE NOT SHOWN WITHIN THESE PLANS.
- CONTRACTOR SHALL FURNISH AND INSTALL ALL FITTINGS, BENDS, ETC. AS REQUIRED TO FACILITATE AND COMPLETE THE WATER SYSTEM AND SANITARY SEWER SYSTEM INSTALLATION.
- IF BACKFLOW PREVENTION IS LOCATED INSIDE THE PROPOSED BUILDING(S), THE CONTRACTOR SHALL REFER TO THE PLUMBING PLANS FOR MORE INFORMATION.
- SANITARY SEWER PIPING SHALL BE SDR-35 (STANDARD DIRECT RATIO CLASSIFICATION) 35" PVC AND SHALL BE LAID WITH A MINIMUM OF 38" OF COVER FROM THE TOP OF THE PIPE TO THE FINISHED GRADE ELEVATION.
- JOINTS SHALL BE INTEGRAL BELL SPIGOT WITH RUBBER GASKETS FORMED INTEGRAL TO BELLS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE SIZE, LOCATION, AND INVERT ELEVATION OF WATER AND SANITARY SEWER SERVICE(S) FROM THE BUILDING(S).

CODED WATER NOTES

- CONTRACTOR SHALL FURNISH AND INSTALL NEW 6" DIAMETER PVC WATER MAIN. MAINTAIN A MINIMUM OF 36" OF COVER.
- CONTRACTOR SHALL FURNISH AND INSTALL 6" GATE VALVE WITH BOX AS SHOWN. (TYPICAL) (SEE DETAIL).
- THE CITY APPROVED CONTRACTOR SHALL TAP EXISTING 8" WATER MAIN WITH A 8"x6" CITY APPROVED TAPPING SLEEVE AND VALVE WITH BOX BY OPEN CUT. TAP SHALL INCLUDE PAVEMENT REMOVAL AND REPAIR. (SEE DETAIL) AFTER VALVE. CONTRACTOR SHALL CONTINUE WATER SERVICE INSTALLATION AS SHOWN. ALL WORK WITHIN THE RIGHT-OF-WAY SHALL BE PER THE APPROVED ENCROACHMENT PERMIT. CONTRACTOR SHALL PROVIDE ALL REQUIRED TRAFFIC CONTROL MEASURES FOR TAP AND WATER LINE INSTALLATION PER CITY OF COLUMBIA REQUIREMENTS. TAP SHALL BE MADE AFTER APPLICATION AND PAYMENT OF ALL FEES BY THE OWNER.
- APPROXIMATE LOCATION OF WHERE WATER LINE (COMBINED FIRE AND DOMESTIC) ENTERS THE BUILDING. COORDINATE WITH ARCHITECTURAL AND PLUMBING PLANS FOR EXACT LOCATION. FIRE AND DOMESTIC SERVICES TO BE SPLIT AFTER ENTERING THE BUILDING AND BACKFLOW PREVENTION IS TO BE HOUSED INSIDE THE BUILDING. THE SCOPE OF THIS PLAN ENDS 5' FROM THE BUILDING AND DOES NOT INCLUDE THE PIPING ENTERING THE BUILDING. SEE PLUMBING PLANS FOR CONTINUATION INTO THE BUILDING.
- APPROXIMATE LOCATION OF EXTERIOR WALL JUNCTED FIRE DEPARTMENT CONNECTION (FDC). INTERIOR PIPING TO BE INSTALLED AS REQUIRED TO FACILITATE LOCATION OF FDC. COORDINATE WITH PLUMBING AND/OR FIRE SPRINKLER PLANS FOR EXACT LOCATION. COORDINATE WITH FIRE MARSHALL FOR SIGNAGE INSTALLATION LOCATION AND REQUIREMENTS.
- CONTRACTOR SHALL FURNISH AND INSTALL A METER VAULT MEETING CITY OF COLUMBIA SPECIFICATIONS AND SIZED TO HOUSE THE 6" COMBINED PROTECTUS METER. LID FOR VAULT SHALL BE HOLLADAY, BILCO, OR EQUAL AND CONFIGURED PER CITY OF COLUMBIA REQUIREMENTS. LID SHALL BE H20 LOADING WHEN LOCATED IN THE TRAVEL WAY. CONTRACTOR SHALL INSTALL 6" DUCTILE IRON PIPE BEGINNING AT THE TEE AND CONTINUING COMPLETELY THROUGH THE VAULT TO THE BUILDING AS SHOWN. COMBINED FIRE AND DOMESTIC SERVICE SHALL BE SPLIT AFTER ENTERING THE BUILDING AND BACKFLOW PREVENTION IS TO BE HOUSED INSIDE THE BUILDING. UPON SUCCESSFUL TESTING OF THE WATER MAIN AND PAYMENT OF THE METER FEE BY THE OWNER, A CITY APPROVED CONTRACTOR SHALL INSTALL THE METER AT THE CONTRACTOR'S EXPENSE.
- PROPOSED WATER LINE CROSSES STORM DRAINAGE LINE AT THIS LOCATION; SEE STORM DRAINAGE PROFILES FOR CROSSING OF NEW STORM DRAINAGE. MAINTAIN 18" MINIMUM VERTICAL SEPARATION.
- CONTRACTOR SHALL FURNISH AND INSTALL 6" DIAMETER 45" MJD BEND WITH THRUST RESTRAINT MEETING CITY OF COLUMBIA AND NFPA 24 REQUIREMENTS AS APPLICABLE.
- CONTRACTOR SHALL FURNISH AND INSTALL 6" DIAMETER 90" MJD BEND WITH THRUST RESTRAINT MEETING CITY OF COLUMBIA AND NFPA 24 REQUIREMENTS AS APPLICABLE.
- EXISTING FIRE HYDRANT.
- MINIMIZE DAMAGE TO TREE AND ROOT SYSTEM TO THE MAXIMUM EXTENT PRACTICAL.
- CONTRACTOR SHALL FURNISH AND INSTALL 1-1/2" DIAMETER LANDSCAPE IRRIGATION WATER SERVICE LINE, WITH METER BOX AND SHUT OFF VALVE (SQUARE NUT OPERATED), AND 1-1/2" DOUBLE CHECK VALVE ASSEMBLY, BOTH WITH APPROPRIATELY SIZED BOXES. METER TO BE SET BY CITY OF COLUMBIA AFTER APPLICATION AND PAYMENT OF ALL FEES BY THE OWNER. EXTENSION FROM DOUBLE CHECK VALVE IS NOT INCLUDED WITHIN THESE CONSTRUCTION DOCUMENTS.

CODED SEWER NOTES

- CONTRACTOR SHALL TAP NEW SANITARY SEWER LINE ONTO EXISTING GRAVITY SEWER MAIN AT THIS LOCATION. INVERT SHOWN IS APPROXIMATE. CONTRACTOR SHALL VERIFY EXISTING INVERT PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF DISCREPANCIES ARE FOUND. COORDINATE WITH THE CITY OF COLUMBIA AS APPLICABLE. TAP SHALL BE PERFORMED BY A CITY APPROVED CONTRACTOR UPON APPLICATION AND PAYMENT OF ALL FEES BY OWNER.
- CONTRACTOR SHALL FURNISH AND INSTALL NEW 6" SDR 35 PVC SANITARY SEWER GRAVITY MAIN. SEE SANITARY SEWER PROFILES FOR MORE INFORMATION.
- CONTRACTOR SHALL FURNISH AND INSTALL NEW SANITARY SEWER CLEANOUT. USE TRAFFIC RATED MATERIALS IN PAVEMENT AREAS. (TYPICAL) (SEE DETAIL).
- APPROXIMATE LOCATION WHERE SANITARY SEWER SERVICE LINE EXITS THE BUILDING. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VARY THE LOCATION AND DEPTH OF THE SEWER SERVICE STUB OUT FROM THE PROPOSED BUILDING WITH BUILDING PLUMBING AND/OR ARCHITECTURAL PLANS. ENSURE THE BUILDING STUB OUT ELEVATION AND LOCATION MATCH AND COORDINATE WITH THOSE SHOWN ON THESE PLANS OR NOTIFY THE ENGINEER IMMEDIATELY IF DISCREPANCIES ARE FOUND.
- CONTRACTOR SHALL FURNISH AND INSTALL 6" SDR 35 PVC SANITARY SEWER SERVICE LINE AT 1.0% MINIMUM SLOPE WITH CLEANOUTS AS SHOWN. MAINTAIN 5' MINIMUM COVER ALONG ENTIRE LENGTH OF SERVICE (TYPICAL) WHERE COVER IS LESS THAN 5', INSTALL DUCTILE IRON PIPE WITH PROTECTOR 401 LINING.
- PROPOSED SANITARY SEWER LINE CROSSES STORM DRAINAGE LINE AT THIS LOCATION; SEE SANITARY SEWER PROFILES FOR MORE INFORMATION. MAINTAIN 18" MINIMUM VERTICAL SEPARATION. SEE SANITARY SEWER UTILITY CROSSING NOTES THIS SHEET FOR ADDITIONAL INSTALLATION REQUIREMENTS.
- CONTRACTOR SHALL OPEN CUT (SAWCUT AND REMOVE EXISTING PAVEMENT AND BASE) EXISTING ROADWAY WITHIN RIGHT-OF-WAY AS NECESSARY TO FACILITATE NEW CONNECTION TO EXISTING SANITARY SEWER SYSTEM AND INSTALLATION NEW SEWER LINE AND ASSOCIATED APPURTENANCES. PAVEMENT REPAIR SHALL BE PER PAVEMENT REPAIR DETAIL, AND SHALL BE ACCORDING TO CITY OF COLUMBIA STANDARDS AND THE APPROVED ENCROACHMENT PERMIT. THIS OPERATION SHALL OCCUR DURING PERIODS OF LOW TRAFFIC VOLUME. PROVIDE TRAFFIC CONTROL PER CITY OF COLUMBIA STANDARDS.
- CONTRACTOR SHALL FURNISH AND INSTALL NEW 6" GREASE SANITARY SEWER SERVICE LINE. CONTRACTOR SHALL INSTALL TWO 1,500 GALLON GREASE INTERCEPTORS IN SERIES AS SHOWN WITH ALL ASSOCIATED CLEANOUTS, BENDS, FITTINGS, ETC. AS REQUIRED TO COMPLETE CONSTRUCTION. VENT CONNECTION REQUIRED. COORDINATE WITH AND CONNECT TO PLUMBER'S VENT STUB OUT. CONTRACTOR SHALL VERIFY THE LOCATION AND INVERT ELEVATION(S) OF THE INTERCEPTOR AND SERVICES LINES WITH BUILDING PLUMBING AND/OR ARCHITECTURAL PLANS.
- APPROXIMATE LOCATION WHERE GREASE SANITARY SEWER SERVICE LINE EXITS THE BUILDING. SEE PLUMBING PLANS FOR CONTINUATION. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VARY THE LOCATION AND DEPTH OF THE SEWER SERVICE STUB OUT FROM THE PROPOSED BUILDING WITH BUILDING PLUMBING AND/OR ARCHITECTURAL PLANS. ENSURE THE BUILDING STUB OUT ELEVATION AND LOCATION MATCH AND COORDINATE WITH THOSE SHOWN ON THESE PLANS OR NOTIFY THE ENGINEER IMMEDIATELY IF DISCREPANCIES ARE FOUND.

REFERENCES:

- BOUNDARY PLAT & TOPOGRAPHIC MAP PREPARED FOR CHOICE HOTELS INTERNATIONAL, INC., BY COX AND DINKINS, INC., DATED MARCH 12, 2020
- ALTANPS LAND TITLE SURVEY FOR 1000, 1010, & 1014 LADY ST, 1218 PARK ST, PREPARED BY BLEW & ASSOCIATES, P.A., DATED OCTOBER 31, 2019.

GENERAL NOTES:

- THE SUBJECT PROPERTY IS IDENTIFIED AS RICHLAND COUNTY TAX MAP PARCELS TMS# 09013-09-01, 02, 04, & 22.
- TOTAL AREA OF SUBJECT PROPERTY IS 1.01 ACRES.
- ZONING OF THE SUBJECT PARCELS TMS# 09013-09-01, 02, 04, & 22 IS "M-1".
- THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE. THE LOCATIONS OF OTHER UNDERGROUND UTILITIES AND THEIR SERVICES ARE UNKNOWN. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
- THIS PROPERTY IS LOCATED IN FLOOD ZONE X PER FLOOD INSURANCE RATE MAP NUMBER 45079C0243L, REVISED DECEMBER 21, 2017, BY SCALED LOCATION AND GRAPHIC PLOTTING ONLY.
- IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THAT THEY AND THEIR SUBCONTRACTORS HAVE THE CORRECT LATEST UP-TO-DATE PLANS AVAILABLE HEREON ARE APPROXIMATE.
- ALL SIDEWALKS, STRIPINGS AND SIGNAGE SHALL BE ADA AND MUTCD COMPLIANT.
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.

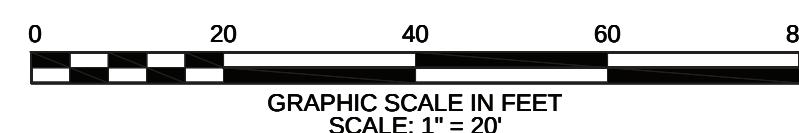
REVISONS:

No.	Description	Date
1	Revised Per City of Columbia Comments	07/16/2020

PROJECT: 2152-197530
CAD #2152
DATE: 5/26/2020

NOTE:
INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES SHOWN ON THESE PLANS MAY HAVE BEEN PROVIDED TO COX AND DINKINS, INC. FROM LOCAL UTILITY COMPANIES. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. HOWEVER, COX AND DINKINS, INC. HAS NO NOTICE OR KNOWLEDGE OF ANY FACTS THAT WOULD LEAD US TO CONCLUDE THAT THE INFORMATION IS NOT ACCURATE. FURTHERMORE, OTHER UTILITIES AND STRUCTURES NOT SHOWN ON THESE PLANS MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS ASSIGNS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT COX AND DINKINS, INC. IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THE UNDERGROUND INFORMATION. INFORMATION WITH RESPECT TO ABOVE GROUND MONUMENTS OF SUCH UTILITIES IS BASED UPON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS, AND IS SHOWN HEREON.

The Palmetto Utility Protection Service, Inc.
South Carolina 811
3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 811
CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.



ORDINANCE NO.: 2020-105

Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and T.E.O., LLC for the sale of approximately 9.90 acres being known as Parcel C, located on the N/S of Farrow Road, Richland County TMS #11612-04-01

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, the property containing approximately 9.90 acres being known as Parcel C, located on the N/S of Farrow Road, Richland County TMS #11612-04-01 is owned by the City of Columbia; and,

WHEREAS, the City of Columbia has marketed the property for private mixed use development opportunities for years; and,

WHEREAS, the property is located within a federally designated Opportunity Zone; and,

WHEREAS, the City of Columbia has undertaken multiple procurement initiatives in an effort to attract quality mixed-use development that adds value to the surrounding community; and,

WHEREAS, the City issued a Request for Expressions of Interest RFEI-002-14-15 April 27, 2015, and there were no respondents at that time; and,

WHEREAS, the City issued an Invitation to Participate ITP 01-17-18MRM on July 17, 2017, and the City deemed submittals to that effort incompatible with the intent of mixed-use development that added value to the surrounding community; and,

WHEREAS, RFP024-18-19-SSL was issued on June 28, 2019 for the purposes of seeking quality development opportunities and there were no suitable responses provided to RFP024-18-19-SSL; and,

WHEREAS, RFP007-19-20-SSL was issued on August 30, 2019 and there were no suitable responses provided to RFP007-19-20-SSL; and,

WHEREAS, there has been a "For Sale" sign on the property for numerous years without significant interest for purchase; and,

WHEREAS, T.E.O., LLC, a South Carolina limited liability company, and its affiliated entities (collectively the "Developer") submitted an offer to develop the property into a mixed-use development; and,

WHEREAS, Developer is a South Carolina limited liability company, formed by Richland County Businessmen Dr. Louis B. Lynn and Torrey R. Rush; and,

WHEREAS, Developer is affiliated with companies with expertise in construction, project management, public/private partnerships, accounting and project financing to include Opportunity Zone financing; and,

WHEREAS, Developer is committed to utilization of small, local and disadvantaged businesses to construct the affordable homes planned for the development; and,

WHEREAS, Developer intends to collaborate with local companies and training programs for the construction of the affordable homes planned for the development; and,

Attachment: Ordinance 2020-105 sale 9.90 ac NS Farrow Rd rev (6349 : Ordinance No.: 2020-105 Sale 9.90 acres WS Farrow Road)

WHEREAS, Developer is committed to a development that accommodates a local grocery component, provided a proven grocery operator is identified and commits to the development; and,

WHEREAS, the City has determined the proposed development aligns with the vision for mixed use on the site that adds value to the surrounding community by providing services not currently found adjacent to that site; and,

WHEREAS, the City of Columbia has confidence in the Developer's ability to proceed with the proposed development in a manner that embraces the vision and engages the community; and,

WHEREAS, the Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance; and,

WHEREAS, the Developer shall work with the surrounding community to engage their input and support regarding the development; and,

WHEREAS, the City finds this development to be in the best interests of the City of Columbia by providing affordable housing, essential services, jobs creation, all of which are beneficial to the City of Columbia as a whole; and,

WHEREAS, the City is accepting the Developer's offer to purchase the property for a sum of Thirty and No/100 (\$30,000.00) Dollars for the purpose of the proposed development; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2020, that the City Manager is hereby authorized to execute the attached Contract of Sale, or on a form approved by the City Attorney, between the City of Columbia and T.E.O., LLC for the property containing approximately 9.90 acres being known as Parcel C, located on the N/S of Farrow Road, Richland County TMS #11612-04-01.

Requested by:

Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Deputy City Attorney

City Clerk

Introduced:

Final Reading:

CONTRACT OF SALE
(Ordinance No.: 2020-105)

This Agreement ("Contract") made between **T.E.O., LLC**, a South Carolina limited liability company and/or its successors or assigns ("Purchaser") and **City of Columbia** ("Seller").

IN CONSIDERATION OF the mutual benefits to the parties and the promises herein contained, the receipt and adequacy of such consideration being acknowledged by the undersigned, the parties agree as follows:

- I. **DEFINITIONS.** As used herein the following terms shall have the following meanings:
- A. Property - All that certain piece, parcel or lot of land, with any improvements thereon, situate lying and being near the City of Columbia, County of Richland, State of South Carolina, consisting of approximately **9.9 acres located at N/S Farrow Road Columbia, SC 29203**, bearing Richland County Tax Map Number **R11612-04-01**, as being more specifically described in Exhibit "A" attached hereto and incorporated herein by reference.
 - B. Purchase Price – **Thirty Thousand and no/100 (\$30,000.00)** Dollars described as follows:
 - C. Earnest Money – **Two Thousand Five Hundred and no/100 (\$2,500.00) Dollars.**
 - D. Closing Attorney – Robinson Grey, LLC
 - E. Inspection Period - The period commencing on the Effective Date and ending One Hundred Twenty (120) days thereafter, as the same may be extended as provided herein.
 - F. Closing Date – Within Sixty (60) days after the expiration of the Inspection Period.
 - G. Effective Date - The latest date as shown on the signature page on which this Contract has been duly executed by both Purchaser and Seller.
- II. **PURCHASE AND SALE.** Seller agrees to sell and Purchaser agrees to buy the Property for the Purchase Price subject to the terms and conditions hereof.
- III. **EARNEST MONEY.** Purchaser shall pay the Earnest Money to Escrow Agent within five (5) business day of the Effective Date of this Contract. Escrow Agent shall immediately confirm payment of the Earnest Money to Seller. Failure of Purchaser to pay the Earnest Money timely shall constitute a default and Seller may terminate this Contract without notice in such event. Escrow Agent will hold Earnest Money in a non-interest bearing trust account according to the terms of this Agreement. In the event Purchaser elects to terminate this Contract prior to the expiration of the Inspection Period, said Earnest Money shall be refunded to Purchaser. If Purchaser has not terminated this Agreement prior to the expiration of the Inspection Period, Purchaser acknowledges that the Earnest Money shall be non-refundable (unless Seller is in default hereunder), but will be applied as part payment of the Purchase Price.
- IV. **INSPECTION OF PROPERTY.**
- A. **Definite Inspection Period.** Purchaser shall have One Hundred Twenty (120) days from the Effective Date of this Contract (the "Definite Inspection Period") in which to perform, at its expense, its due diligence with respect to the Property, including, without limitation, the following:
 - 1. **Financial Analysis.** Purchaser may perform a financial analysis of the Property, including a review of historical and projected operating expenses, projected real estate taxes and other pertinent data and assumptions;

P_____ S_____
Page 1 of 10
LR 11/13/2020

Attachment: 9.90 acres NS Farrow Road rev 11132020 (final) (6349 : Ordinance No.: 2020-105 Sale 9.90 acres WS Farrow Road)

2. Engineer's Report. Purchaser may obtain an engineering study conducted by an engineering firm selected by Purchaser as to the condition of the Property;

3. Title. Purchaser shall examine the title to the Property and notify Seller of any objectionable title matters in the time frame and manner more particularly set forth in Article V;

4. Survey. Purchaser shall obtain a current instrument survey of the Property, which shall show no material encroachments, or other matters which render title to the Property unmarketable;

5. Absence of Hazardous Materials; Environmental Report. Purchaser may obtain a current environmental site assessment report, prepared by a firm of environmental or soil engineers, as to the absence of hazardous materials, or oil on the Property in amounts which would, under applicable law, require notification to governmental authorities. In connection with such report, Seller shall permit Purchaser's engineers access to the Property to take such soil boring samples deemed necessary. Notwithstanding anything in this Agreement to the contrary, Purchaser shall not have the right to do any environmental testing on the Property beyond what is typically called a "Phase I" or "Level I" assessment without the prior written consent of the Seller, which consent shall not be unreasonably withheld;

6. Zoning and Environmental Matters. Purchaser may investigate the current zoning of the Property and compliance of the Property with applicable environmental laws and regulations to i) determine whether the property complies in all material respects with such laws and regulations; ii) determine whether such laws and regulations permit the improvements planned by Purchaser to be built on the Property and obtain approval of all applicable governmental authorities of a conceptual Site Plan showing such improvements; and iii) obtain all necessary approvals from any applicable governmental authorities for operation Housing and Retail Project (the "Intended Use") on the Property; and

7. Other Matters. Purchaser may perform any other investigations or due diligence which Purchaser deems necessary, in Purchaser's sole discretion, to determine the condition of the Property and the suitability of the Property for the Intended Use by Purchaser.

B. Extended Inspection Period. Purchaser, at its option, may have two (2) extensions of the Definite Inspection Period, for up to one consecutive period of thirty (30) days each, (the "Extended Inspection Period") upon written notice to Seller at least five (5) days prior to the expiration of the Definite Inspection Period, or previous Extended Inspection Period, as applicable, and the further payment to Escrow Agent within two (2) business days of the expiration date of the Definite Inspection Period, or previous Extended Inspection Period, as applicable, of an Extension Earnest Money Deposit in the amount of Two Hundred Fifty and No/100 Dollars (\$250) for each thirty (30) day extension requested by Purchaser. Said Extension Earnest Money Deposit(s), if paid, shall be non-refundable to Purchaser, but shall be applied to the Purchase Price if Purchaser does not terminate the Contract and closes the purchase of the Property in accordance with the terms hereof. The Definite Inspection Period, and such Extended Inspection Period(s) as Purchaser may elect subject to the terms hereof, being collectively referred to as the "Inspection Period."

C. Inspection and Indemnification. During the Inspection Period, Seller hereby grants permission to Purchaser to enter onto the Property at reasonable times for the purpose of conducting such inspection, provided that Purchaser shall notify Seller in advance of the purpose and identity of the persons entering the Property. Purchaser shall indemnify and hold Seller harmless from any damage to the Property or bodily injury, or claims, assertions of claims or any other liability in any way connected with the activities of Purchaser hereunder, including, without limitation, Purchaser's agents, contractors, or employees and also including attorneys' fees incurred in defense of any claim or in the enforcement hereof. The indemnities herein shall expressly survive the Closing or the termination of this Contract and shall be in addition to any liquidated damage provisions contained in this Contract. If Purchaser does not close on the Property, Purchaser shall be required to restore the Property to its same condition as of the date hereof and repair any damage caused as a result of Purchaser's activities or the activities of its agents.

D. Purchaser's Right to Terminate. During the Inspection Period, if Purchaser is not satisfied with Purchaser's examination of the Property for any reason in Purchaser's sole and absolute discretion, the Purchaser may terminate this Agreement by delivering written notice to Seller and Escrow Agent before 5:00 p.m. on the date of the expiration of the Inspection Period and in such event Purchaser shall be refunded the initial Earnest Money Deposit in the amount of Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollar. Should Purchaser determine during the Inspection Period that any material matters (with exception of Title matters which are addressed in Article V below), are objectionable, Purchaser may notify Seller, in writing, of same on or before fifteen (15) days from the expiration of the Inspection Period. Upon receipt of such notice, Seller, at its option and in its sole discretion, may elect to either 1) cure such objectionable matters; 2) negotiate in good faith with Purchaser to resolve or otherwise address, by a reduction in the Purchase Price, any such material issues; or 3) decline to resolve or cure such objectionable matters. Nothing contained herein shall be construed as an obligation on the part of Seller to re-negotiate the Purchase Price or cure any such objectionable matters. In the event Seller elects not to cure or otherwise address any objectionable matters, or re-negotiate the Purchase Price, then, if Purchaser does not terminate this Contract prior to the expiration of the Inspection Period, the Closing shall occur in accordance with this Contract and Purchaser shall have no further right to object to any matters, except for liens, encumbrances, easements, restrictions, title matters and material changes in site conditions arising after the expiration of the Inspection Period that are caused by Seller or its agents.

E. Information from Seller. If Purchaser makes a written request to Seller, in writing, within Thirty (30) days from the Effective Date hereof, requesting specific information related to the Property which has not already been provided to Purchaser by Seller, Seller will attempt within five (5) business days of receipt of such written request to provide Purchaser with such requested information provided (i) that such information is in Seller's or its agent's possession; (ii) that the information requested is not confidential; and (iii) that any such information furnished shall be for information purposes only and without any representation or warranty of any kind. Purchaser acknowledges and agrees that even if it timely requests information that is readily available from Seller or its agents, but such information is not delivered to Purchaser, the failure to deliver such information shall not constitute a default under this Contract and shall in no way (i) relieve Purchaser of its sole obligation to inspect the Property during the Inspection Period; (ii) extend the Inspection Period or the date of Closing; or (iii) affect Purchaser's obligation to Close under this Contract if this Contract is not timely and properly terminated prior to the end of the Inspection Period. If this Agreement is terminated prior to Closing (as hereinafter defined) for any reason other than a default by Seller, any such materials as are actually delivered to Purchaser shall promptly be returned to Seller.

F. Confidentiality as to Inspection Matters. Any information obtained by Purchaser pursuant to this Contract shall: (i) be held in strict confidence by Purchaser, (ii) not be used for any purpose other than the investigation and evaluation of the Property by Purchaser and its lenders, attorneys and consultants (collectively, "Purchaser's Agents"), and (iii) not be disclosed, divulged or otherwise furnished to any person or entity other than Purchaser's Agents, except to the extent required by law. If this Contract is terminated for any reason whatsoever, Purchaser shall promptly return to Seller all documentation relating to the Property in the possession of Purchaser and Purchaser's agents, including, without limitation, all reports, studies, surveys and other materials prepared by or for Purchaser with respect to the Property. The provisions of this Paragraph shall survive the termination of this Contract.

- V. TITLE. Seller shall convey to Purchaser at Closing by limited warranty deed to the Property. For the purposes of this Contract, "shall mean ownership which is: (i) free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions (as hereinafter defined); and (ii) insurable by a title insurance company reasonably acceptable to Purchaser, at then current standard rates under the ALTA Owner's Policy of Title Insurance with all standard printed exceptions therein deleted and without exception other than for the Permitted Exceptions. For the purposes of this Contract, the term "Permitted Exceptions" shall mean: (i) current city, state and county ad valorem taxes not yet due and payable; (ii) all zoning ordinances and other laws and regulations applicable to the Property; (iii) easements for the installation or maintenance of public utilities serving the Property; and (iv) all other covenants, conditions, restrictions, and easements of record as of the date of Seller's execution of this Contract, if any,

including all matters as would be revealed by a physical inspection of the Property and/or as shown on the Title Commitment (as defined below) or by any survey of the Property obtained by Purchaser, to which Purchaser does not object prior to the expiration of the Inspection Period as provided below. The Deed shall contain a reverter clause which shall return title back to the Seller in the event the majority of the property is not utilized for affordable housing as indicated in the Purchaser's conceptual plan per Section X (3) with construction to begin not later than 2 years from the Closing Date and continue until completed. The reverter clause shall terminate and become null and void upon Purchaser, or its successors and assigns, constructing affordable housing units on the Property. If Seller exercises the reverter clause due to Purchaser or its successors and assigns, failing to begin construction of affordable housing on the Property within 2 years from Closing Date, Seller shall refund the Purchase Price to Purchaser, or its successor and assigns, without interest, and Purchaser, or its successors and assigns, shall execute a limited warranty deed conveying title to the Property to Seller immediately upon refund of the Purchase Price.

At least Fifteen (15) days prior to the expiration of the Inspection Period, Purchaser shall obtain, at Purchaser's expense, a title insurance commitment (the "Title Commitment" which term shall include any update thereto) with an effective date no earlier than the date of this Agreement setting forth the state of title to the Property and all exceptions to coverage which would appear in an owner's policy of title insurance, if issued, together with copies of all instruments identified in the Title Commitment as exceptions to title. Prior to the expiration of the Inspection Period, Purchaser must determine whether any matters as shown on the Survey and/or whether the status of title as reflected in such original Title Commitment is unacceptable for any reason (or determines that any "new" matter disclosed by an updated Title Commitment, which has not previously been approved by Purchaser, is unacceptable). Purchaser shall notify Seller in writing at least ten (10) days prior to the expiration of the Inspection Period specifying any matters as shown on the Survey or as set forth in the Title Commitment that are objectionable as defects by Purchaser. Any matters shown on the survey or as set forth in the original Title Commitment or any updated Title Commitment that are not objected to by Purchaser in writing to Seller prior to the expiration of the Inspection Period shall thereafter constitute Permitted Exceptions. Upon timely receipt of written notice from Purchaser objecting to matters shown on the survey or other matters of title which are not allowed as Permitted Exceptions, Seller may elect to cure such defects or Seller may elect to not cure such defects. If Seller elects to cure such defects, Seller shall have a period not to exceed thirty (30) days following the receipt of such notice from Purchaser to cure any such defects and if necessary, the date of Closing will be extended for such period of time; provided, however, under no circumstance shall Seller be obligated to cure any such defects. If Seller is unable or is unwilling to cure any such defects within the thirty (30) day period, Purchaser may either terminate this Contract (and in such event Purchaser shall be refunded the Earnest Money) or, Purchaser may elect to take title at Closing to the Property subject to such defects not cured by Seller without any deduction or adjustment in the Purchase Price.

- VI. CLOSING AND CLOSING DATE. Purchaser shall close the purchase of the Property (the "Closing") within Sixty (60) days after the expiration of the Inspection Period (the "Closing Date") or such earlier date established by Purchaser on reasonable notice to Seller, and at a mutually agreeable location. **Time is of the Essence.** If the last day for Closing occurs on a day that is not a business day, then Closing shall occur no later than the next business day after such date. At closing, Purchaser shall pay the Purchase Price for the Property to Seller, subject to such other credits, pro-rations and adjustments as are set forth hereinafter, by certified or cashiers check of immediately available funds from a U.S. national bank or by bank wire transfer of immediately available federal funds to such account as shall be designated by Seller. Seller shall deliver the following to Purchaser at Closing: (i) a duly executed limited warranty deed conveying marketable fee simple title in the Property to Purchaser subject to the Permitted Exceptions (as herein defined); (ii) possession of the Property; and (iii) such other documents as may be required by Seller by law or normal and customary real estate practice in Richland County, South Carolina.
- VII. PRORATIONS, EXPENSES AND COMMISSIONS
- A. Real property taxes attributable to the year of closing shall be the responsibility of the Purchaser.
- B. Rents, water rent, and all other items customarily prorated shall be prorated at Closing.

- C. Purchaser and Seller represent that each has dealt with no real estate companies.
- D. Seller shall pay for its own attorneys' fees. Purchaser shall pay all other costs, including its own attorneys' fees, title examination, title insurance premiums, survey costs, deed stamps, transfer tax, or other similar taxes or fees for recording based in whole or in part upon the consideration for or value of the Property.

VIII. DEFAULT.

- A. Default by Purchaser. If Purchaser defaults in its obligations hereunder, Seller shall have as its sole remedies the right to (i) terminate this Agreement and retain the Earnest Money as liquidated damages; or (ii) pursue specific performance of this Agreement; or (iii) maintain an action at law or equity for damages. Because of the difficulty in determining Seller's damages in the event of a default by Purchaser, if Seller elects to retain the Earnest Money as liquidated damages, the parties agree that the Earnest Money constitutes a fair and reasonable estimate of Seller's damages and is not a penalty.
- B. Default by Seller. If Seller defaults in its obligations hereunder, Purchaser shall have as its sole remedies the right to either (i) terminate this Agreement and obtain a refund of the Earnest Money, or (ii) pursue specific performance of this Agreement.
- C. Costs of Litigation. In the event of legal action between Purchaser and Seller pursuant to this Contract, the prevailing party shall be entitled to recover all costs of such action, including reasonable attorneys' fees and expenses through any final appeal.

IX. SELLER'S REPRESENTATIONS AND WARRANTIES.

- A. LIMITATIONS. Except as is specifically set forth in this Contract, **Seller has not made, does not make and has not authorized anyone else to make, any representations and warranties, either express or implied, with respect to the Property, including, but not limited to, merchantability or fitness for a particular purpose. Purchaser acknowledges (i) that no representations have been made by or on behalf of Seller other than as set forth herein; (ii) in entering into this Contract Purchaser has not relied and does not rely on any representations other than those expressly set forth in this Contract; (iii) Purchaser shall be solely responsible for obtaining all approvals, permits and licenses as may be required to carry on Purchaser's intended use of the Property; and (iv) Purchaser agrees to accept the Property "AS IS" in its present condition, normal wear and tear excluded.**
- B. SELLER'S REPRESENTATIONS. Seller hereby makes the following representations and warranties, which shall also be true as of the time of Closing, and which shall survive the Closing:
 1. Neither Seller nor, to the best of Seller's knowledge, any previous owner of the Property, or any other person or entity has ever used, generated, processed, stored, disposed of, released or discharged any Hazardous Substance on, under, or about the Property or transported it to or from the Property other than in accordance with applicable laws, rules and regulations. Nor, to the best of Seller's knowledge, has any person or entity ever alleged that any such activities have occurred; and to the best of Seller's knowledge, no use by Seller, any prior owner of the Property, or any other person or entity has occurred which violates or has been alleged to violate any applicable Environmental Law, and the Property is not on any "Superfund" list under any applicable Environmental Law, nor is it subject to any lien related to any environmental matter;
 2. To the best of Seller's knowledge and belief, there is no pending or threatened litigation (including, but not limited to, actions, suits, claims or proceedings, judicial or administrative) against the Property and there is no pending or threatened litigation (including, but not limited to, actions, suits, claims or proceedings, judicial or administrative) against the Seller that has or that can result in an adverse impact on the Property or that can affect Seller's ability to sell the Property pursuant to this Agreement;

3. There are no options or other agreements outstanding giving any other party a right to purchase any interest in the Property;
4. There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers.
5. Subject to and upon approval of this Contract, Seller shall represent and warrant that the execution and delivery of this Agreement by signatories and the performance of this Agreement by the Seller (including the execution and delivery of any documents at the Closing) have been or will be duly authorized by the interested parties or other governing body of Seller; this Contract is binding and enforceable against the Seller in accordance with the terms hereof; and neither the execution of this Contract nor the consummation of the transactions contemplated hereby will result in a breach of or default under any agreement to which Seller is a party or by which Seller is bound, or violate any law, rule, regulation, restriction, court order or agreement to which Seller is subject.

X. PURCHASER'S REPRESENTATIONS AND WARRANTIES. Purchaser hereby makes the following representations and warranties, which shall also be true as of the time of Closing, and which shall survive the Closing:

1. That Purchaser is duly organized and in good standing under the laws of the state of its formation or incorporation and is authorized to do business in the State of South Carolina; the execution and delivery of this Contract by signatories and the performance of this Contract by Purchaser (including the execution and delivery of any documents at the Closing) have been or will be duly authorized by its company or corporate board; this Contract is binding and enforceable against Purchaser in accordance with the terms hereof; and neither the execution of this Contract nor the consummation of the transactions contemplated hereby will result in a breach of or default under any agreement to which Purchaser is a party or by which Purchaser is bound, or violate any law, rule, regulation, restriction, court order agreement to which Purchaser is subject.
2. Purchaser will provide an updated conceptual plan to the Seller 30 days prior to closing, based on any changes to the intended programming based on discoveries during due diligence and design.
3. Purchaser will build an affordable housing community and work to secure a food/grocery retail space to serve the community.

XI. EVIDENCE OF AUTHORITY. Following a request from either party, the other party shall furnish evidence of that party's authority to execute this Agreement and to consummate the transactions contemplated herein. Such evidence shall be in form and substance reasonably acceptable to the requesting party, and shall be delivered within five (5) days after the request or prior to the Closing, whichever shall occur first in time.

XII. CONFIDENTIALITY. Purchaser and Seller each agrees to keep confidential all written information received by it from the other party. Without the other party's prior written consent, no party shall disclose any matters with respect to its negotiation of the purchase of the Property or otherwise with respect to this transaction to any party other than its employees, agents, advisors and consultants who shall also be required not to violate the terms of this provision. The provisions of this section shall survive the termination of the Contract and are subject to the provisions of the South Carolina Freedom of Information Act.

XIII. MISCELLANEOUS.

- A. This Contract and all terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- B. The captions employed in this Contract are for convenience only and are not intended to in any way limit or amplify the terms and provisions hereof.

- C. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand, (ii) mailed by United States registered mail, return receipt requested, postage prepaid, (iii) sent by a reputable, national overnight delivery service, or (iv) sent by email (with the original being sent by one of the other permitted means or by regular United States mail) and addressed to each party at the address set forth below the signature of each party or elsewhere herein. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on a date of hand delivery, on the day following deposit in the United States mail, on the next business day following deposit with an overnight delivery service with instructions to deliver on the next day or on the next business day, or on the day sent by email.
- D. Pending consummation of the sale as herein provided, Seller will not impose any easements, covenants, conditions, restrictions or other encumbrances upon the Property or any part thereof without prior written consent of Purchaser, which consent shall not be unreasonably withheld.
- E. This Contract constitutes the entire agreement between the parties and no changes shall be effective unless in writing signed by the party adversely affected.
- F. All terms and conditions of this Contract which by their nature and effect if required to be observed, kept or performed after closing shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- XIV. **CONTRACT AS OFFER:** The execution of this Contract by Seller constitutes an offer to sell the Property, subject to the approval of all interested parties as set forth in Article IV. If this Contract is not accepted by Purchaser and a fully-executed Contract delivered to Seller on or before 5:00 p.m. on December 16, 2020, then this Contract as offered shall automatically terminate and be withdrawn. In the event of such automatic termination and withdrawal, any Earnest Money paid shall be immediately returned to Purchaser and neither Purchaser nor Seller shall have any further obligations to each other.

SIGNED, SEALED AND DELIVERED and Effective as of the Date of the last signature below.

Purchaser: T.E.O., LLC, a South Carolina limited liability company

By: _____
Torrey Rush
Its: Authorized Member
Date: _____

Purchaser Address: P.O. Box 23285
Columbia, SC 29224
Telephone: (803) 397-1203
Email: torrey@osmiumdg.com

Seller: City of Columbia

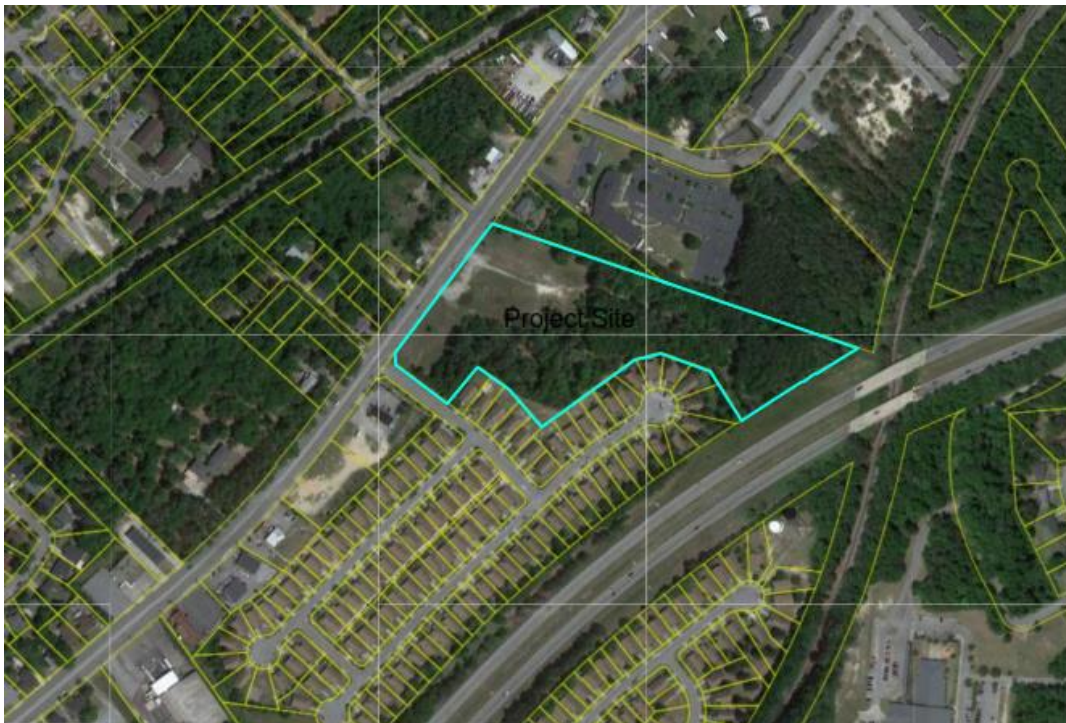
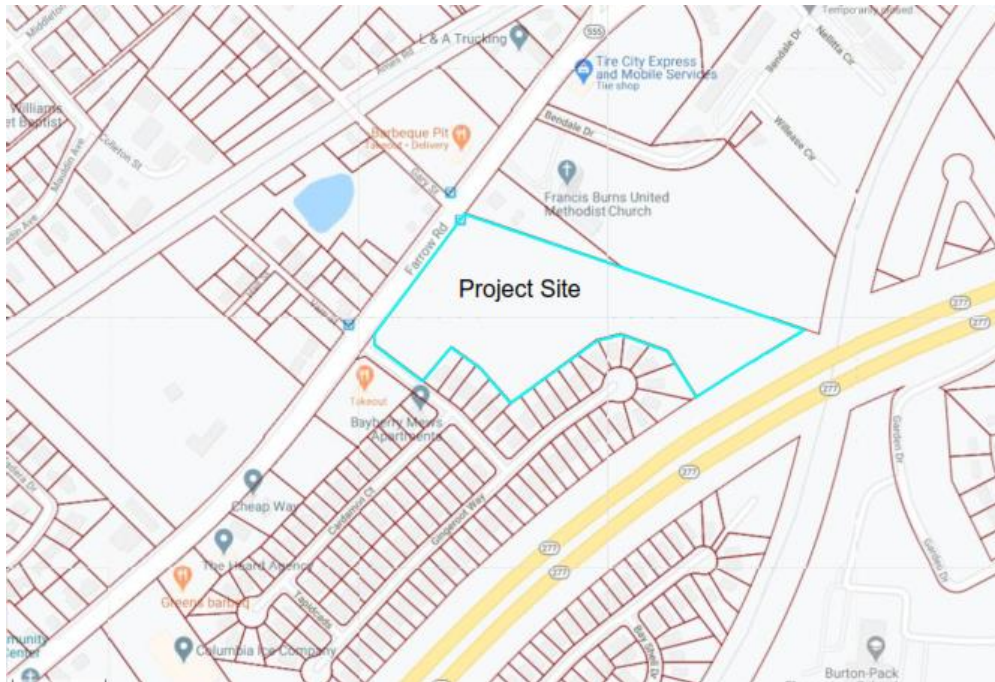
By: _____
Teresa B. Wilson
Its: City Manager
Date: _____

Seller's Address: P.O. Box 147
Columbia, SC 29217
Telephone: (803) 545-3026
Email: teresa.wilson@columbiasc.gov

RATIFIED BY THE AGENT:

By: _____
Its: _____
Date: _____

EXHIBIT "A"



Attachment: 9.90 acres NS Farrow Road rev 11132020 (final) (6349 : Ordinance No.: 2020-105 Sale 9.90 acres WS Farrow Road)

EXHIBIT “B”



Attachment: 9.90 acres NS Farrow Road rev 11132020 (final) (6349 : Ordinance No.: 2020-105 Sale 9.90 acres WS Farrow Road)

ORDINANCE NO.: 2020-106

(Bull Street Parking Facility 1/Construction and Development)

APPROVING THE USE OF CERTAIN FUNDS OF THE CITY OF COLUMBIA, SOUTH CAROLINA, IN ORDER TO ACQUIRE, CONSTRUCT, EQUIP AND DEVELOP LAND AND IMPROVEMENTS WITHIN THE BULL STREET DEVELOPMENT TO PROVIDE ONE OR MORE PARKING FACILITIES AND PAY CERTAIN COSTS ASSOCIATED WITH THE DEVELOPMENT THEREOF; AND OTHER MATTERS RELATING THERETO

WHEREAS, the City of Columbia, South Carolina (the "City"), is an incorporated municipality located in Richland County and Lexington County, and as such possesses all powers granted to municipalities by the Constitution and general laws of this State; and,

WHEREAS, pursuant to Section 5-5-10, Code of Laws of South Carolina, 1976, as amended (the "SC Code"), the City has selected the City Council-Manager form of government and is governed by a Council (the "City Council") composed of a Mayor and six council members which constitute the governing body of the City; and,

WHEREAS, Section 5-7-30 of 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, and further, under the case of Williams v. Town of Hilton Head, 429 S.E.2d 802 (1993), a municipality may enact regulations (ordinances) without the requirement for further specific statutory authorization so long as such regulations are not inconsistent with the Constitution and general law of the State; and,

WHEREAS, the City and BullStreet Development, LLC, as successor in interest to Hughes Development Corporation (the "Developer"), are parties to that certain Development Agreement Bull Street Neighborhood dated July 31, 2013 (as extended, assigned, and amended, the "Bull Street Development Agreement") pursuant to which the parties memorialized their respective contributions and commitments to the phased development and necessary public improvements for the mixed use development on approximately 181 acres located in the City (the "BullStreet Project"); and,

WHEREAS, parking is an essential public service provided by the City serving a valid and valuable public purpose and is a benefit to the City and the BullStreet Project which is located in the City; and,

WHEREAS, pursuant to the Bull Street Development Agreement, upon the achievement of certain milestones by Developer, the City is obligated to construct or cause to be constructed structured parking facilities designated by Developer as required to achieve the desired urban scale and character of the BullStreet Project which facilities are to include parking garages which shall contain a total of no more than 1,600 parking spaces (with such permissible additional parking facilities as contemplated in the Bull Street Development Agreement) (the "Parking Facilities"); and,

WHEREAS, the Developer has achieved and surpassed the milestones required by the Bull Street Development Agreement for the construction of the Parking Facilities; and,

WHEREAS, the City desires to cause the first of the Parking Facilities together with equipment necessary for the operation thereof which shall contain in the aggregate no less than eight hundred (800) parking spaces ("Project" or "Parking Facility 1") to be constructed in order to fulfill its obligations under the Bull Street Development Agreement; and,

WHEREAS, pursuant to the Bull Street Development Agreement, Developer is to convey sufficient real property free of monetary liens and with marketable title, consisting of one or more parcels, to the City for the Project (collectively, the "City Parcels"); and,

WHEREAS, pursuant to the Bull Street Development Agreement, Developer has advised the City that the Project may consist of two multi-story parking facilities (each a "Project Component") that collectively total at least eight hundred (800) parking spaces; provided that, if the first Project Component will have less than seven hundred (700) parking spaces, the second Project Component will be considered a "First Additional Parking Facility" (as defined in the Bull Street Development Agreement); and,

WHEREAS, each Project Component, including the City Parcels, will be owned by the City and operated by or on behalf of the City and used for public parking by the general public, consistent with the City's other parking facilities that have been traditionally financed or refinanced with parking facilities revenue bonds issued under the General Bond Ordinance No. 2005-119 (or predecessor bond ordinances thereto) enacted by City Council on November 9, 2005, as amended and supplemented (as so amended and supplemented, the "Parking Bond Ordinance"); and,

WHEREAS, based on estimates and other information previously provided by the Developer, the City anticipates that the costs to acquire, construct, equip and develop the Project, including land acquisition costs (if any), will be approximately \$16,500,000 (the "Project Costs"), and that it would be unable to finance such Project Costs with parking facilities revenue bonds issued under the Parking Bond Ordinance (the "Parking Bonds"), unless significant rate increases across the City's parking system were implemented; and,

WHEREAS, because the City is obligated to provide Parking Facilities under the Bull Street Development Agreement and the first of the Project Components is needed within the next 9-12 months to satisfy demand for parking, but the City is presently unable to issue Parking Bonds without implementing significant rate increases across its parking system, it is proposed that the City would initially finance the Project Costs with funds previously contributed by the City into one or more funds or accounts which are presently available to be used to fund future healthcare benefits for City retirees (the "City Funds") to be drawn as described herein, but will repay or replenish the City Funds so drawn from a future issuance of Parking Bonds or available Net Revenues of the Parking Facilities, as such terms are defined in and under the Parking Bond Ordinance; and,

WHEREAS, the City believes that the use of the City Funds for the purposes described above is responsible and prudent for several reasons:

- (1) the City would delay or defer issuing debt and paying associated interest and other financing costs to pay for the Project Costs until the fiscal year ending June 30, 2030 ("Fiscal Year 2030"); and,
- (2) the City would not burden its parking system by incurring additional debt in the short term and/or the City can avoid significant rate increases across its parking system to permit such debt to be issued; and,
- (3) the Project's operations would help the financial condition of the City's parking system without having to pay the debt service cost for debt issued to construct the Project until Fiscal Year 2030; and,
- (4) the City would satisfy its commitment to provide no less than half of the Parking Facilities contemplated under the Bull Street Development Agreement; and,
- (5) the City Funds drawn as described herein will be used to acquire, construct and equip the Project, which are important and much-needed assets to serve a public purpose and are and will remain the property of the City; and,
- (6) when the City Funds drawn as described herein are repaid in Fiscal Year 2030, the City will repay or replenish the City Funds initially drawn including a cumulative rate of return thereof equal to 1.5% per annum, which benefits the City's retirees.

WHEREAS, City Council has authorized and approved, by separate resolution, the execution and delivery by the City of a Parking Facility Development Agreement with the Developer, related to the Project (the "Parking Facility 1 Development Agreement"), pursuant to which the Developer will agree to develop and construct the Project, and the City will agree to fund the Project Costs; and

WHEREAS, in order to ensure the development and utilization of the Project pursuant to the Bull Street Development Agreement and the Parking Facility 1 Development Agreement, and to satisfy the City's commitments thereunder, it is necessary and in the best interests of the City to fund the Project Costs, as herein approved and authorized; and,

WHEREAS, the undertaking authorized by this Ordinance is necessary and in the best interest of the City; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2020 as follows:

Section 1. Recitals and Authority for Ordinance. It is hereby declared and found that the recitals of this Ordinance set forth herein are in all material respects true and correct.

Section 2. Approval of Funding and Future Repayment or Replenishment. The City Council does hereby approve funding of the Project Costs, and hereby approves the use, from time to time, of the City Funds for the purposes described in this Ordinance, including but not limited to funding of the Project Costs. The Projects, once completed, shall constitute a part of the Off-Street Parking Facilities as defined in and for the purposes of the Parking Bond Ordinance.

The City shall repay or replenish the City Funds so drawn for the purposes described in this Ordinance during Fiscal Year 2030, from a series of Parking Bonds issued under the Parking Bond Ordinance or available Net Revenues of the Parking Facilities, as such terms are defined in and under the Parking Bond Ordinance, which repaid or replenished amounts shall consist of the amounts initially drawn to fund the Project Costs and shall include a rate of return equal to 1.5% per annum in order to compensate the City Funds so drawn for the use thereof to fund such Project Costs, taking into account such factors as the length of time until such amounts are repaid, lost opportunity costs and other applicable investment earnings; provided, that (1) nothing herein shall bind any future City Council and (2) the City's obligation to repay or replenish the City Funds so drawn as described above shall be limited to the sources described above and nothing herein shall create a general obligation or indebtedness of the City or constitute a pledge of the full faith, credit or taxing power of the City therefor.

Section 3. Official Action. This Ordinance shall constitute the City's declaration of official intent pursuant to Regulation §1.150-2 of the Internal Revenue Code of 1986, as amended (the "Code") to reimburse the City from a portion of the proceeds of the Parking Bonds (if issued as tax-exempt obligations) or other tax-exempt bonds issued by or on behalf of the City, if any, for such purposes (the "Reimbursement Bonds") for expenditures it anticipates incurring (the "Expenditures") with respect to the Project prior to the issuance of the Reimbursement Bonds; provided, however, that nothing herein shall commit the City to issue the Reimbursement Bonds (or any portion thereof) in the future. The Expenditures which are reimbursed are limited to Expenditures which are: (1) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Code) under general federal income tax principles; or (2) certain *de minimis* or preliminary expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. As described above, the source of funds for the Expenditures with respect to the Project would be the City Funds. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such project was placed in service, but in no event more than three (3) years after the original Expenditures.

Section 4. Authorization. The City Manager, for and on behalf of the City, is fully empowered and authorized to take such further action and to execute and deliver such additional documents as may be necessary to effect the transaction contemplated hereby, and the action of such officer in executing and delivering any necessary documents, in such form as the City Manager shall approve, is hereby fully authorized.

Section 5. 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 6. Effective Date of Ordinance. This Ordinance shall take effect and be in full force from and after the date of its enactment.

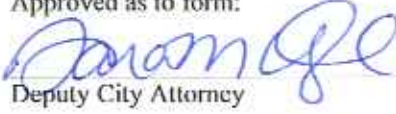
Requested by:

Mayor and City Council _____

Approved by:

City Manager _____

Approved as to form:


Deputy City Attorney _____

Introduced:

Final Reading:

Mayor _____

ATTEST:

City Clerk _____



CITY COUNCIL

November 17, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

Zoning Text Amendment Case Summary **Amend §17-253- -DD (design/development)/City Center Design/Development Guidelines**

Proposal:	Amend Sec. 17-253 of the Columbia Code of Ordinances (-DD design/development) to amend the City Center Design/Development Guidelines to delete Section 3.5.4 (Site Plan Review).
Pertinent Sections:	Chapter 17, Article III, Division 8, Amend §17-253- -DD (design/development) and City Center Design/Development Guidelines
Applicant:	Councilman Daniel Rickenmann, Columbia City Council
Staff Recommendation:	Approval
PC Recommendation:	11/02/2020; Approval (8-0)
ZPH, 1 st Reading:	11/17/2020; Pending
2 nd Reading:	12/01/2020; Pending

PROPOSED ZONING TEXT SUMMARY

This request is to amend the City Center Design Guidelines to remove the provision that delegates Site Plan Review within the -DD area from the Planning Commission to the Design/Development Review Commission (D/DRC). This will provide a clear demarcation of review roles: design review for the D/DRC and site development review with the Planning Commission.

Sec. 17-253. - -DD design/development area.

The -DD area is intended to protect the area identified as "City Center" which is undergoing redevelopment and revitalization from incompatible land uses and influences which do not complement or promote the high-intensity mixed use character of the area. It is also the intent that new developments within the -DD area are coordinated to ensure that the land use, pedestrian environment, urban design, open space, signs, street scape and traffic circulation are sensitive to and implement the overall objectives and concept of the applicable redevelopment plan. Development within the -DD area must comply with design guidelines set forth in this Code and in the publication "City Center Design/Development Guidelines, Final Report, September 1, 1998," LDR International, Inc. Consultants, and any amendments thereto.

The -DD area consists of approximately 1,400 acres in the area bounded as follows: on the North by Elmwood Avenue, east by Pickens Street, South by Blossom Street, and West by the Congaree River. Any lot of record which fronts or abuts Elmwood, Pickens or Blossom within the area described above shall be deemed to fall within the -DD area.

STAFF RECOMMENDATION

Staff recommends City Council approval of the changes to the Official Zoning Code.

Attachment: TA-2020-0004_DDGuidelinesPKT (6304 : TA - Amend §17-253- -DD guidelines to remove site plan review)

Sec. 17-253. - -DD design/development area.

The -DD area is intended to protect the area identified as "City Center" which is undergoing redevelopment and revitalization from incompatible land uses and influences which do not complement or promote the high-intensity mixed use character of the area. It is also the intent that new developments within the -DD area are coordinated to ensure that the land use, pedestrian environment, urban design, open space, signs, street scape and traffic circulation are sensitive to and implement the overall objectives and concept of the applicable redevelopment plan. Development within the -DD area must comply with design guidelines set forth in this Code and in the publication "City Center Design/Development Guidelines, Final Report, September 1, 1998," LDR International, Inc. Consultants, and any amendments thereto.

The -DD area consists of approximately 1,400 acres in the area bounded as follows: on the North by Elmwood Avenue, east by Pickens Street, South by Blossom Street, and West by the Congaree River. Any lot of record which fronts or abuts Elmwood, Pickens or Blossom within the area described above shall be deemed to fall within the -DD area.

3.3.1	Design/Development Review Commission (Board of Architectural Review)	3-0
3.3.2	Design/Development Staff Support and Review	3-3
3.3.3	Design/Development Technical Advisory Committee	3-4
3.4	REVIEW PROCESS	3-5
3.4.1	Process Steps	3-6
3.4.2	Review Schedule/Involvement	3-10
3.4.3	Relationship of Design/Development Review to Other Project Review	3-10
3.5	RELATIONSHIP OF D/D REVIEW TO OTHER PROCESSES/ REGULATIONS	3-10
3.5.1	Comprehensive Plan	3-11
3.5.2	Zoning	3-11
3.5.3	Landmarks Commission	3-11
3.5.4	Site Plan Review	3-12
3.6	DESIGN/ DEVELOPMENT GUIDELINES INCENTIVES	3-12

CHAPTER 4: GUIDELINES FOR PUBLIC DEVELOPMENT

4.1	CORRIDOR AND STREETSCAPE ANALYSIS	4-1
4.1.1	Primary "Gateways"	4-1
4.1.2	Secondary Gateways	4-2
4.1.3	Entrance Corridors	4-2
4.1.4	Corridor Guidelines	4-3
4.2	STREETSCAPE FRAMEWORK	4-4
4.2.1	Streetscape Improvements	4-4
4.2.2	Urban Gateways and Priority Intersections	4-9
4.3	PARKING FACILITY, LOCATION, LANDSCAPING, AND SCREENING	4-10
4.3.1	Structured Parking	4-10
4.3.2	Surface Parking	4-11
4.4	SERVICE AND LOADING AREAS	4-13
4.5	STREETSCAPE IMPROVEMENTS	4-14
4.5.1	Roadway Elements	4-14
4.5.2	Streetscape Furniture	4-16
4.5.3	Utility Burial and Relocation	4-24
4.5.4	Signage and Graphic Identity	4-24
4.6	PUBLIC ART	4-25
4.7	MAINTENANCE OF CITY LANDSCAPE RESOURCES	4-26

CHAPTER 5: GUIDELINES FOR PRIVATE DEVELOPMENT

5.1	INTRODUCTION	5-1
5.2	ARCHITECTURAL STYLE OR THEME	5-1
5.3	BUILDING MASS AND ORGANIZATION	5-2
5.3.1	Building Heights	5-2
5.3.2	Facade Proportion and Rhythm	5-3
5.3.3	Proportion of Openings	5-4
5.3.4	Horizontal Rhythms/Alignment Of Architectural Element	5-4
5.3.5	Wall Articulation	5-4
5.3.6	Roofs and Upper Story Details	5-5
5.4	SITE PLANNING	5-7
5.4.1	Setbacks	5-7
5.4.2	Street Orientation	5-8
5.5	OPEN SPACES IN PRIVATE DEVELOPMENT	5-9
5.6	LANDSCAPING	5-9

Proponents of new construction, demolition, or placement of signs within these districts must obtain a "certificate of design approval" from the Landmarks Commission. For minor projects, certificates can be issued by City staff, but major projects must go before a public hearing of the Commission. Appeals of staff decisions are heard by the Commission, and appeals of Commission decisions are heard by "a court of competent jurisdiction."

The Landmarks Commission evaluates projects for compliance with the provisions of the City's *Urban Design and Historic Preservation (Landmarks) Regulations* (Section 6-0811 of the City Code). These provisions describe a series of non-binding design criteria that generally outline the desired characteristics of projects. For the Gervais Street Historic Commercial District, the City has also adopted design guidelines "to be used in an advisory capacity only."

As discussed earlier in this report, the current functions of the Landmarks Commission would be absorbed by the newly-created Design/Development Review Commission. The D/DRC would continue to administer the existing Landmarks Ordinance and new design guidelines provisions in the zoning ordinance. In doing so, the Commission would essentially "wear two different hats" in reviewing projects in the five preservation districts for compliance with Landmarks Ordinance and the City Center Design/Development Guidelines, respectively. The Landmarks ordinance would take precedence over the Design/Development Guidelines if in conflict.

3.5.4 Site Plan Review

~~Site plan review in Columbia is handled by the City's Planning Department, which has authority to approve site plans for building projects of 25,000 square feet or less; larger projects must go before the City's Planning Commission. Once applications are accepted, the Planning Department has 10 days to review the project, including evaluation of the site plan and preparation of a staff report for the Planning Commission. The Commission may then approve, approve with conditions, or deny the project. Planning Commission decisions are appealable to the circuit court, not the City Council.~~

~~Within City Center, the D/DRC and Design/Development Review staff will assume responsibility for site plan review. This would streamline the overall development review process. Building inspections, fire, floodplain, traffic and other reviews that may need to be performed would still be completed by the respective City departments, however, a Design/Development Coordinator will provide assistance by expediting the development through this process.~~

ORDINANCE NO.: 2020-100

*Amending Chapter 17, Planning, Land Development and Zoning of the
1998 Code of Ordinances of the City of Columbia, South Carolina,
Sec. 17-253 -- DD design/development area*

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2020 that the 1998 Code of Ordinances of The City of Columbia, Chapter 17, Planning, Land Development and Zoning of the 1998 Code of Ordinances of the City of Columbia, South Carolina, Sec. 17-253 -- DD design/development area, is hereby amended to read as follows:

Sec. 17-253. - -DD design/development area.

The -DD area is intended to protect the area identified as "City Center" which is undergoing redevelopment and revitalization from incompatible land uses and influences which do not complement or promote the high-intensity mixed use character of the area. It is also the intent that new developments within the -DD area are coordinated to ensure that the land use, pedestrian environment, urban design, open space, signs, street scape and traffic circulation are sensitive to and implement the overall objectives and concept of the applicable redevelopment plan. Development within the -DD area must comply with design guidelines set forth in this Code and in the publication "City Center Design/Development Guidelines, Final Report, September 1, 1998," LDR International, Inc. Consultants, **and any amendments thereto.**

The -DD area consists of approximately 1,400 acres in the area bounded as follows: on the North by Elmwood Avenue, east by Pickens Street, South by Blossom Street, and West by the Congaree River. Any lot of record which fronts or abuts Elmwood, Pickens or Blossom within the area described above shall be deemed to fall within the -DD area.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

Last revised: 10/15/2020
20006993

Attachment: 2020-100 amend Sec 17-253 --DD design development area (6304 : TA - Amend §17-253 - DD guidelines to remove site plan review)

ORDINANCE NO.: 2020-107

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(Gable Oaks Affordable Housing, 5530 Randall Avenue and 901 Colleton Street,
Richland County TMS #11705-03-01 and 11706-11-03)*

WHEREAS, Richland County desires to enlarge the boundaries of a joint county industrial and business park (the "Park") of Richland and Fairfield Counties (together, the "Counties") created pursuant to that certain Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park dated as of September 1, 2018, as amended, delivered pursuant to Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the "Code"), in order to locate certain parcels of real property in Richland County therein; and

WHEREAS, the parcels described in the attached Exhibit A (the "Parcels") are located within the corporate limits of the City of Columbia (the "City") and are among the parcels of land that the Counties desire to include within the Park in accordance with the Infrastructure Credit Agreement attached hereto as Exhibit B; and,

WHEREAS, pursuant to Section 4-1-170(C) of the Code, the City must consent to the inclusion of the Parcels in the Park; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2020, that the City hereby consents to the inclusion of the Property in the Park pursuant to all requirements of South Carolina law, including Section 4-1-170(C) of the Code.

The City Manager is authorized to execute any documents, and take any further action as may be reasonably necessary to further the intent of this Ordinance. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Assistant City Manager Gentry _____

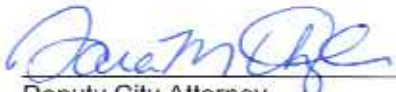
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

First Reading:

Second Reading:

ORDINANCE NO.: 2020-107
EXHIBIT A
DESCRIPTION OF PROPERTY

PARCEL A

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, WITH IMPROVEMENTS THEREON, LYING AND BEING IN RICHLAND COUNTY, STATE OF SOUTH CAROLINA, AND BEING MORE FULLY SHOWN AND DESIGNATED ON THAT CERTAIN SURVEY OF PARCEL A AND PARCEL B, PREPARED FOR SUNTRUST BANK, ATLANTA, ASHLEY II LIMITED PARTNERSHIP, AND FIRST AMERICAN TITLE INSURANCE COMPANY BY W.K. DICKSON DATED MARCH 10, 1999 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEED FOR RICHLAND COUNTY IN RECORD BOOK 287, AT PAGE 2165; DESIGNATED AS PARCEL "A" CONTAINING 232,218 SQ. FT. OR 5.33 ACRES, MORE OR LESS, SUCH PARCEL HAVING SUCH BOUNDARY AND MEASUREMENTS AS SHOWN ON THE DESCRIBED SURVEY, WHICH IS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE.

BEGINNING AT A #5 REBAR IPF AT THE INTERSECTION OF SOUTHERLY MARGIN OF THE RIGHT-OF-WAY OF RANDALL AVENUE AND THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF COLLETON AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE WITH SAID WESTERLY MARGIN SOUTH 34°57'58" EAST, A DISTANCE OF 249.70 FEET TO A #5 REBAR IPF; THENCE DEPARTING SAID WESTERLY MARGIN AND PROCEEDING WITH THE COMMON LINE WITH THE LANDS OF KATHLYN L. SCHAFER SOUTH 54°54'39" WEST, A DISTANCE OF 139.87 FEET TO A 1/2" PIPE IPF; THENCE WITH SAID COMMON LINE SOUTH 32°26'31" EAST, A DISTANCE OF 49.54 FEET TO A 1" PIPE IPF AT THE INTERSECTION OF SAID COMMON LINE WITH THE COMMON LINE OF COLLEGE PLACE SUBDIVISION; THENCE WITH SAID COMMON LINE THE FOLLOWING SEVEN COURSES AND DISTANCES; SOUTH 65°28'02" WEST, A DISTANCE OF 17.14 FEET TO A 1" PIPE IPF; SOUTH 65°22'40" WEST, A DISTANCE OF 300.02 FEET TO A 1" PIPE IPF; SOUTH 65°23'21" WEST, A DISTANCE OF 244.89 FEET TO A #5 REBAR IPF; SOUTH 65°06'13" WEST, A DISTANCE OF 104.17 FEET TO A 1/2" REBAR IPF; SOUTH 65°44'50" WEST, A DISTANCE OF 49.82 FEET 1/2" ROD IPF; SOUTH 65°24'07" WEST, A DISTANCE OF 99.72 FEET 3/4" PIPE IPF; SOUTH 64°43'34" WEST, A DISTANCE OF 120.02 FEET TO A #5 REBAR IPF AT THE INTERSECTION OF SAID COMMON LINE WITH THE EASTERLY MARGIN OF THE RIGHT-OF-WAY OF ASHLEY STREET; THENCE WITH SAID EASTERLY MARGIN NORTH 26°53'11" WEST, A DISTANCE OF 133.07 FEET TO A #5 REBAR IPF AT THE INTERSECTION OF SAID EASTERLY MARGIN WITH THE SOUTHERLY MARGIN OF THE RIGHT-OF-WAY OF RANDALL AVENUE; THENCE WITH SAID RIGHT-OF-WAY NORTH 54°58'20" EAST, A DISTANCE OF 1,044.18 FEET; TO A #5 REBAR BEING THE POINT OF BEGINNING.

PARCEL B

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, WITH IMPROVEMENTS THEREON, LYING AND BEING IN RICHLAND COUNTY, STATE OF SOUTH CAROLINA, AND BEING MORE FULLY SHOWN AND DESIGNATED ON THAT CERTAIN SURVEY OF PARCEL A AND PARCEL B, PREPARED FOR SUNTRUST BANK, ATLANTA, ASHLEY II LIMITED PARTNERSHIP, AND FIRST AMERICAN TITLE INSURANCE COMPANY BY W.K. DICKSON DATED MARCH 10, 1999 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEED FOR RICHLAND COUNTY IN RECORD BOOK 287, AT PAGE 2165; DESIGNATED AS PARCEL "B" CONTAINING 260,021 SQUARE FEET OR 5.97 ACRES, MORE OR LESS, SUCH PARCEL HAVING SUCH BOUNDARY AND MEASUREMENTS AS SHOWN ON THE DESCRIBED SURVEY, WHICH IS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE.

BEGINNING AT A #5 REBAR IPF AT THE INTERSECTION OF THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF COLLETON AVENUE AND THE NORTHERLY MARGIN OF THE RIGHT-OF-WAY OF RANDALL AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE WITH SAID NORTHERLY MARGIN SOUTH 54°58'58" WEST, A DISTANCE OF 490.05 FEET TO A #5 REBAR IPF AT THE INTERSECTION OF SAID NORTHERLY MARGIN AND THE EASTERLY MARGIN OF THE RIGHT-OF-WAY OF CARTERET STREET; THENCE WITH SAID EASTERLY MARGIN NORTH 35°01'19" WEST, A DISTANCE OF 524.95 FEET TO A 1" PINCH TOP IPF; THENCE DEPARTING SAID EASTERLY MARGIN AND PROCEEDING WITH THE COMMON LINE WITH THE LANDS OF BELMONT SUBDIVISION NORTH 54°58'41" EAST, A DISTANCE OF 499.85 FEET TO A 1-1/2" PIPE IPF AT THE INTERSECTION WITH THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF COLLETON AVENUE; THENCE WITH SAID WESTERLY MARGIN THE FOLLOWING THREE COURSES AND DISTANCES: SOUTH 35°03'14" EAST, A DISTANCE OF 279.98 FEET TO A #5 REBAR IPF; SOUTH 55°02'58" WEST, A DISTANCE OF 10.00 FEET TO A #5 REBAR IPF; SOUTH 35°01'58" EAST, A DISTANCE OF 245.02 FEET TO A #5 REBAR BEING THE POINT OF BEGINNING.

ORDINANCE NO.: 2020-107
EXHIBIT B
INFRASTRUCTURE CREDIT AGREEMENT

Attachment: 2020-107 Gable Oaks Affordable Housing (6363 : Ordinance No.: 2020-107 Gable Oaks Affordable Housing)

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

GABLE OAKS HOUSING ASSOCIATES LP

Effective as of: July , 2020

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of July __, 2020 ("Agreement"), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina ("County"), and Gable Oaks Housing Associates LP, a South Carolina limited partnership ("Company" together with the County, "Parties," each, a "Party").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council ("County Council"), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act"), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park ("Fee Payments");

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments ("Infrastructure Credit") to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, "Infrastructure");

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina the I-77 Corridor Regional Industrial Park ("Park") and executed the "Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park" dated September 1, 2018 ("Park Agreement"), which governs the operation of the Park;

WHEREAS, the Company has committed to acquire, rehabilitate and maintain a low-income rental housing project for families in the County ("Project") on property more particularly identified by Exhibit A ("Land"), consisting of a total investment of greater than \$_____, of which at least \$6,000,000 is a taxable investment in real and personal property;

WHEREAS, the Project is encumbered by an Agreement as to Restrictive Covenants between the South Carolina State Housing Finance and Development Authority ("State Housing") and Gable Oaks Affordable Housing, LLC, the current owner of the Project ("GOAH"), pursuant to which GOAH, its successors and assigns, agree that least 40% of the dwelling units in the Project will be rented continuously, or exclusively available to be rented, to individuals or families whose total aggregate income at the time of initial occupancy does not exceed 80% of the area median gross income, adjusted for family size, as computed by HUD ("Bond Restrictive Covenants"); and

Whereas, once the rehabilitation of the Project is completed, the Project will be encumbered by a superseding Agreement as to Restrictive Covenants between State Housing and the Company pursuant to which the Company, and its successors and assigns, agree that 100% of the dwelling units in the Project will be rented continuously, or exclusively available to be rented, to individuals or families whose total aggregate income at the time of initial occupancy does not exceed 60% of the area median gross income, adjusted for family size, as computed by HUD at rents not in excess of the rents computed in compliance with the LIHTC Restrictive Covenants ("LIHTC Restrictive Covenants"), (the Bond Restrictive Covenants and LIHTC Restrictive Covenants are collectively referred to as "Low Income Rental Restrictions"); and

WHEREAS, by an ordinance enacted on July __, 2020 ("Ordinance"), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project ("Property") in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Infrastructure will enhance the economic development of the County.

Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

Section 1.2. *Representations by the Company.* The Company represents to the County as follows:

(a) The Company is a limited partnership in good standing under the laws of the State of South Carolina, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper partnership action has authorized its general partner and its representatives signing this Agreement to execute and deliver it;

(b) The Company will comply with the Low Income Rental Restrictions, and will provide low-income housing at the Project;

(c) The Company will use commercially reasonable efforts to achieve the Company Commitment, as defined below; and

(d) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1. *Company Commitment.* The Company shall invest not less than \$22,000,000 in the Project, of which at least \$20,000,000 shall consist of taxable property in the form of renovations to the existing Project, and costs to acquire, rehabilitate, furnish and equip the Project ("Company Commitment") by the Certification Date, as defined below. The Company shall certify to the County completion of the Project by no later than December 31, 2024 ("Certification Date"), by providing documentation to the County sufficient to reflect completion of the Project. If the Company fails to achieve and certify the Company Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement. In the event of a violation of the Low Income Rental Restrictions by the Company, the Company is subject to the clawback requirements set forth in Section 2.3 below.

Section 2.2. *Infrastructure Credits.*

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against certain of the Company's Fee Payments due with respect to the Project. The term, amount and calculation of the Infrastructure Credit is described in Exhibit B.

(b) For each property tax year in which the Company is entitled to an Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual property tax bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.2(a) ("Net Fee Payment"). Following receipt of the annual bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND

SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

Section 2.3. Clawback. In the event of a violation of the Low Income Rental Restrictions by the Company (after the expiration of any notice or remedial period contained thereunder) resulting from the Company's failure to satisfy the Low Income Rental Restrictions for any calendar year, the Company shall repay a portion of the Infrastructure Credits received for such year. The portion of the Infrastructure Credit to be repaid ("Repayment Amount") is based on the percentage of the dwelling units, measured on a month-by-month basis as of the end of each month, in the Project which failed to satisfy the Low Income Rental Restrictions divided by the total number of dwelling units multiplied by (12) twelve in the Project for the tax year, calculated as follows:

$$\text{Repayment Amount} = \text{Total Received} \times \text{Clawback Percentage}$$

$$\text{Base Clawback Percentage} = 100\% \text{ minus Low Income Rental Percentage}$$

Low Income Rental Percentage = Number of dwelling units, measured on a month-by-month basis as of the end of each month (a unit-month") which satisfy the Low Income Rental Restrictions divided by the total number of dwelling units multiplied by (12) twelve in the Project subject to the Low Income Rental Restrictions for the prior tax year.

For example, and by way of example only, if the Company had received \$100,000 in Infrastructure Credits for the calendar year, the Project contained 200 dwelling units subject to the Low Income Rental Restrictions in any year and a violation of the Low Income Rental Restrictions had occurred due to the failure of the Company to satisfy the Low Income Rental Restrictions as to 50 dwelling units for three months each in that calendar year, the Repayment Amount would be calculated as follows:

$$\text{Low Income Rental Percentage} = 2250/2400 = 93.75\%$$

$$\text{Clawback Percentage} = 100\% - 93.75\% = 6.25\%$$

$$\text{Repayment Amount} = \$100,000 \times 6.25\% = \$6,250$$

All percentages will be rounded to the nearest two decimal places. The Company shall prepare and return the Credit Certificate, attached hereto as Exhibit C ("Credit Certificate"), within 60 days of receiving the Annual Bill certifying that the Company satisfied the Low Income Rental Restrictions or certifying that a violation of the Low Income Rental Restrictions occurred due to the Company's failure to satisfy the Low income Rental Restrictions. The Credit Certificate shall calculate and set forth the Repayment Amount for the prior calendar year, if any, and the Company shall remit the Repayment Amount along with the Credit Certificate. If not timely paid, the Repayment Amount is subject to the minimum amount of interest that South Carolina law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section survives termination of this Agreement.

Section 2.4. Filings. To assist the County in administering the Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, PT-300 with respect to the Property.

Section 2.5 Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on acquisition and rehabilitation of the Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

Section 2.6. Termination Upon Receipt of Statutory Exemption. If the South Carolina law provides that the Project qualifies for an exemption under South Carolina law, the Company shall be required to diligently pursue such exemption. This Agreement shall automatically terminate if the Project is determined to be exempt from ad valorem property taxes under South Carolina law. In such an event no repayment or clawback will be applicable.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default The following are "Events of Default" under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Agreement, a "Cessation of Operations" means closure of the Project for a continuous period of twelve (12) months, excluding fire and natural disasters, or a violation of the Low Income Rental Restrictions, in which the Company fails to meet the Low-Income Rental Restrictions for all dwelling units for a period of 12 months;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in clause (a) of this Section 3.1), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. Nonwaiver. A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE V MISCELLANEOUS

Section 4.1. Examination of Records; Confidentiality.

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating

to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

- (b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. Assignment. The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

Section 4.3. Provisions of Agreement for Sole Benefit of County and Company. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. Limitation of Liability.

- (a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.
- (b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 4.6. [RESERVED]

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204 Phone: 803.576.2043 Fax: 803.576.2137
with a copy to (does not constitute notice)	Parker Poe Adams & Bernstein LLP Attn: Ray E. Jones 1221 Main Street, Suite 1100 (29201) Post Office Box 1509 Columbia, South Carolina 29202 Phone: 803.255.8000 Fax: 803.255.8017
if to the Company	Gable Oaks Housing Associates LP c/o Wishrock Housing Partners, LLC 509 Forest Avenue, Suite 250 Attention: Bryan J. Shumway Portland, Maine 04101 Phone: 207.774.5101 x202 E-mail: bryan.shumway@wishrockgroup.com
with a copy to (does not constitute notice)	Howell Linkous & Nettles, LLC Attn: Robert Nettles, Esq. 106 Broad Street Charleston, South Carolina 29401 Phone: 843.266.3800

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.8. Administrative Fees. The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of \$3,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties

or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.9. *Entire Agreement* This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10 *Agreement to Sign Other Documents*. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. *Agreement's Construction*. Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. *Applicable Law*. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. *Counterparts*. This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. *Amendments*. This Agreement may be amended only by written agreement of the Parties.

Section 4.15. *Waiver*. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. *Termination*. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. *Business Day*. If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

[TWO SIGNATURE PAGES FOLLOW]
{REMAINDER OF PAGE INTENTIONALLY
BLANK/

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

***/SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT
AGREEMENT/***

IN WITNESS WHEREOF, Company has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

GABLE OAKS HOUSING ASSOCIATES LP, a South Carolina limited partnership

By: Rhett Realty LLC, its general partner

By: Wishrock Housing Partners LLC, its member

By: _____

Bryan Shumway, member

EXHIBIT A

LAND DESCRIPTION

PARCEL A

{10247-04 / 00082313 / V4}

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, WITH IMPROVEMENTS THEREON, LYING AND BEING IN RICHLAND COUNTY, STATE OF SOUTH CAROLINA, AND BEING MORE FULLY SHOWN AND DESIGNATED ON THAT CERTAIN SURVEY OF PARCEL A AND PARCEL B, PREPARED FOR SUNTRUST BANK, ATLANTA, ASHLEY II LIMITED PARTNERSHIP, AND FIRST AMERICAN TITLE INSURANCE COMPANY BY W.K. DICKSON DATED MARCH 10, 1999 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEED FOR RICHLAND COUNTY IN RECORD BOOK 287, AT PAGE 2165; DESIGNATED AS PARCEL "A" CONTAINING 232,218 SQ. FT. OR 5.33 ACRES, MORE OR LESS, SUCH PARCEL HAVING SUCH BOUNDARY AND MEASUREMENTS AS SHOWN ON THE DESCRIBED SURVEY, WHICH IS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE.

BEGINNING AT A #5 REBAR IPF AT THE INTERSECTION OF SOUTHERLY MARGIN OF THE RIGHT-OF-WAY OF RANDALL AVENUE AND THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF COLLETON AVENUE, SAID POINT BEING THE POINT OF BEGINNING ; THENCE WITH SAID WESTERLY MARGIN SOUTH 34°57'58" EAST, A DISTANCE OF 249.70 FEET TO A #5 REBAR IPF; THENCE DEPARTING SAID WESTERLY MARGIN AND PROCEEDING WITH THE COMMON LINE WITH THE LANDS OF KATHLYN L. SCHAFER SOUTH 54°54'39" WEST, A DISTANCE OF 139.87 FEET TO A 1/2" PIPE IPF; THENCE WITH SAID COMMON LINE SOUTH 32°26'31" EAST, A DISTANCE OF 49.54 FEET TO A 1" PIPE IPF AT THE INTERSECTION OF SAID COMMON LINE WITH THE COMMON LINE OF COLLEGE PLACE SUBDIVISION; THENCE WITH SAID COMMON LINE THE FOLLOWING SEVEN COURSES AND DISTANCES;

SOUTH 65°28'02" WEST, A DISTANCE OF 17.14 FEET TO A 1" PIPE IPF;

SOUTH 65°22'40" WEST, A DISTANCE OF 300.02 FEET TO A 1" PIPE IPF;

SOUTH 65°23'21" WEST, A DISTANCE OF 244.89 FEET TO A #5 REBAR IPF;

SOUTH 65°06'13" WEST, A DISTANCE OF 104.17 FEET TO A 1/2" REBAR IPF;

SOUTH 65°44'50" WEST, A DISTANCE OF 49.82 FEET 1/2" ROD IPF;

SOUTH 65°24'07" WEST, A DISTANCE OF 99.72 FEET 3/4" PIPE IPF;

SOUTH 64°43'34" WEST, A DISTANCE OF 120.02 FEET TO A #5 REBAR IPF AT THE INTERSECTION OF SAID COMMON LINE WITH THE EASTERLY MARGIN OF THE RIGHT-OF-WAY OF ASHLEY STREET; THENCE WITH SAID EASTERLY MARGIN NORTH 26°53'11" WEST, A DISTANCE OF 133.07 FEET TO A #5 REBAR IPF AT THE INTERSECTION OF SAID EASTERLY MARGIN WITH THE SOUTHERLY MARGIN OF THE RIGHT-OF-WAY OF RANDALL AVENUE; THENCE WITH SAID RIGHT-OF-WAY NORTH 54°58'20" EAST, A DISTANCE OF 1,044.18 FEET; TO A #5 REBAR BEING THE POINT OF BEGINNING.

PARCEL B

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, WITH IMPROVEMENTS THEREON, LYING AND BEING IN RICHLAND COUNTY, STATE OF SOUTH CAROLINA, AND BEING MORE FULLY SHOWN AND DESIGNATED ON THAT CERTAIN SURVEY OF PARCEL A AND PARCEL B, PREPARED FOR SUNTRUST BANK, ATLANTA, ASHLEY II LIMITED PARTNERSHIP, AND FIRST AMERICAN TITLE INSURANCE COMPANY BY W.K. DICKSON DATED MARCH 10, 1999 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEED FOR RICHLAND COUNTY IN RECORD BOOK 287, AT PAGE 2165; DESIGNATED AS PARCEL "B" CONTAINING 260,021 SQUARE FEET OR 5.97 ACRES, MORE OR LESS, SUCH PARCEL HAVING SUCH BOUNDARY AND MEASUREMENTS AS SHOWN ON THE DESCRIBED SURVEY, WHICH IS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE.

BEGINNING AT A #5 REBAR IPF AT THE INTERSECTION OF THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF COLLETON AVENUE AND THE NORTHERLY MARGIN OF THE RIGHT-OF-WAY OF RANDALL AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE WITH SAID NORTHERLY MARGIN SOUTH 54°58'58" WEST, A DISTANCE OF 490.05 FEET TO A #5 REBAR IPF AT THE INTERSECTION OF SAID NORTHERLY MARGIN AND THE EASTERLY MARGIN OF THE RIGHT-OF-WAY OF CARTERET STREET; THENCE WITH SAID EASTERLY MARGIN NORTH 35°01'19" WEST, A DISTANCE OF 524.95 FEET TO A 1" PINCH TOP IPF; THENCE DEPARTING SAID EASTERLY MARGIN AND PROCEEDING WITH THE COMMON LINE WITH THE LANDS OF BELMONT SUBDIVISION NORTH 54°58'41" EAST, A DISTANCE OF 499.85 FEET TO A 1-1/2" PIPE IPF AT THE INTERSECTION WITH THE WESTERLY MARGIN OF THE RIGHT-OF-WAY OF COLLETON AVENUE; THENCE WITH SAID WESTERLY MARGIN THE FOLLOWING THREE COURSES AND DISTANCES:

SOUTH 35°03'14" EAST, A DISTANCE OF 279.98 FEET TO A #5 REBAR IPF;

SOUTH 55°02'58" WEST, A DISTANCE OF 10.00 FEET TO A #5 REBAR IPF;

SOUTH 35°01'58" EAST, A DISTANCE OF 245.02 FEET TO A #5 REBAR BEING THE POINT OF BEGINNING.

A-1

EXHIBIT B**DESCRIPTION OF
INFRASTRUCTURE CREDIT**

The Company is entitled to an Infrastructure Credit equal to 90% of the annual Fee Payment due with respect to the Project for a period of 45 years commencing with the first Fee Payment due with respect to the Project.

B-1

EXHIBIT C**FORM OF CREDIT CERTIFICATE**

Reference is made to that certain Infrastructure Credit Agreement effective as of July __, 2020 (“Credit Agreement”), by and among Richmond County, South Carolina (“County”) and Gable Oaks Associates, LP (“Company”). Each capitalized term not defined herein has the meaning ascribed thereto in the Credit Agreement. Company shall in each respective tax year submit this Certification to County.

As set forth in Section 2.2 of the Credit Agreement, County has agreed to provide Infrastructure Credits against Fee Payments made by the Company as part of the Project. Pursuant to Section 2.2 of the Credit Agreement, the Company is entitled to an Infrastructure Credit in an amount equal to 90% of the annual Fee Payment due with respect to the Project for a term of 45 years. Pursuant to Section 2.3 of the Credit Agreement, the Company shall be required to pay the Repayment Amount in the event there is a violation of the Low Income Rental Restrictions. The Repayment Amount shall be calculated based on the percentage of the dwelling units, measured on a month-by-month basis as of the end of each month, in the Project which failed to satisfy the Low Income Rental Restrictions divided by the total number of dwelling units multiplied by (12) twelve in the Project for the tax year. Compliance with the Low Income Rental Restrictions shall be measured for each dwelling unit as of the end of each month, each month of compliance being a unit-month.

In accordance with the terms of the Credit Agreement, the undersigned authorized agent of the Company certifies Items 1 through 5 as follows:

1. For tax year [YEAR], the Company hereby certifies that the Project contains ___ dwelling units.
2. For tax year [YEAR], the Company hereby certifies that units totaling ___ unit-months failed to satisfy the Low Income Rental Restrictions.
3. For tax year [YEAR], the Company received \$_____ in Infrastructure Credits, which is the amount required to reduce the Company’s tax liability to \$_____.
4. Pursuant to Section 2.3 of the Credit Agreement, the Repayment Amount shall be calculated as follows:
 Low Income Percentage = ___%
 Clawback Percentage = 100% - ___% = ___%
 Repayment Amount = \$_____ x _____% = \$_____
5. For tax year [YEAR], the Company is remitting the Repayment Amount equal to \$_____ along with this Credit Certificate.

Should the County have a genuine dispute as to the validity or accuracy of the Repayment Amount calculations set forth in this Credit Certificate, the Company agrees to pay the County’s costs and fees, including its attorneys’ fees and costs, associated with the certification, calculation, or adjustment of the Credit, in an amount up to \$250 per year.

IN WITNESS WHEREOF, Company has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

GABLE OAKS HOUSING ASSOCIATES LP, a South Carolina
limited partnership

By: Rhett Realty LLC, its general partner

By: Wishrock Housing Partners LLC, its member

By: _____

Bryan Shumway, member

C-1

RESOLUTION NO.: R-2020-100

Authorizing the Purchase of 6249 Yorkshire Drive, Columbia, SC 29209 identified as Lot 13, Block I, Yorkshire; Richland County TMS#16416-03-08 n/f Walter Ray Burns, as Trustee under the Revocable Trust Agreement of Walter Ray Burns dated April 29, 2019; Project Name: Yorkshire Stormwater Improvements; CIP Project #SD8468; CF#250-515

WHEREAS, CIP Project #SD8468 has been identified with the primary focus of improving flooding and safety concerns in the Wildcat Creek watershed within the Yorkshire Subdivision. The subject property is located in the Yorkshire Subdivision and has experienced extensive damages from stormwater; and,

WHEREAS, the buyout of the subject property was the best option when considering the costs for construction of stormwater improvements and the impact on the subject property to make such improvements. The owner has accepted the City's offer to acquire the subject property for a negotiated value of Two Hundred Thousand and No/100 (\$200,000.00) Dollars in its "as-is" condition; and,

WHEREAS, approval is recommended by the Director of Engineering; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this __ day of _____, 2020, for and in consideration of the sum of Two Hundred Thousand and No/100 (\$200,000.00) Dollars to be paid to the Seller, the City Manager is hereby authorized to execute the attached Contract of Sale or on a form approved by the City Attorney, and all closing documents necessary and approved by the City Attorney for the acquisition of 6249 Yorkshire Drive, Columbia, SC 29209 consisting of the house, lot and all improvements thereon.

The referenced property is shown on a plat prepared for the City of Columbia, dated October 30, 2020, prepared by the City of Columbia, David S. Sharpe, S.C. P.L.S. #10509, and being on file in the office of the Department of Engineering, City of Columbia, South Carolina under file reference #250-515. A copy of said plat being attached hereto and made a part hereof as Exhibit "A".

(Funding Source: 552 9999 SD8468).

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

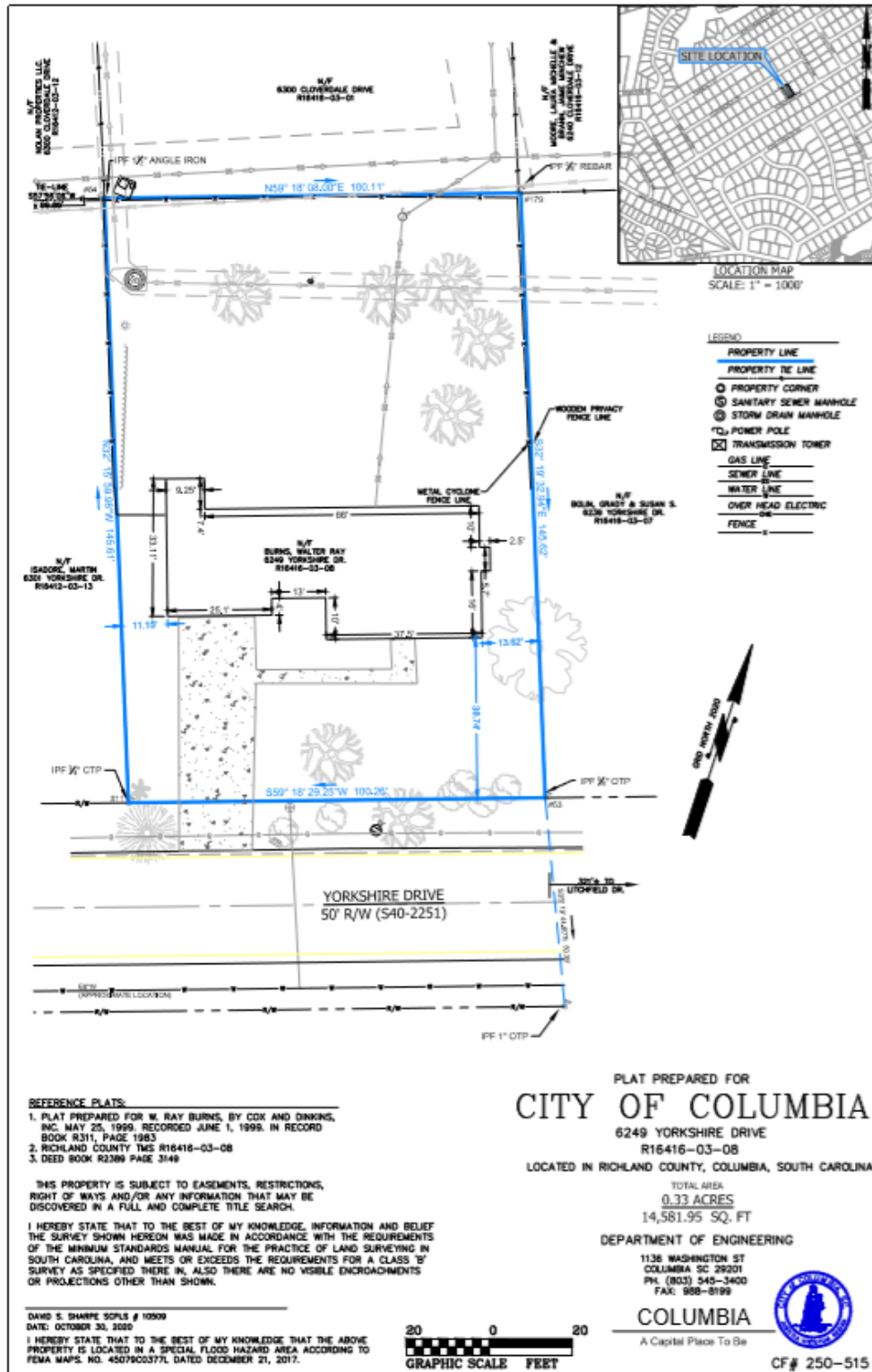
Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

RESOLUTION NO.: R-2020-100
EXHIBIT "A"



Attachment: R-2020-100 purchase 6249 Yorkshire Dr (Burns) (6329 : Resolution No.: R-2020-100 purchase 6249 Yorkshire Drive)

STATE OF SOUTH CAROLINA	)	AGREEMENT FOR SALE
	)	(Resolution No.: R-2020-100)
COUNTY OF RICHLAND	)	

Agreement made by and between the CITY OF COLUMBIA (Buyer) and WALTER RAY BURNS, AS TRUSTEE UNDER THE REVOCABLE TRUST AGREEMENT OF WALTER RAY BURNS DATED APRIL 29, 2019 (Seller) for the property described herein in the city of Columbia, South Carolina.

Subject to the following terms and conditions, it is agreed that:

1. **PROPERTY DESCRIPTION:** Buyer agrees to buy and Seller agrees to sell all that piece, parcel or lot land, with improvements thereon, situate, lying and being in the City of Columbia, in the County of Richland, State of South Carolina, and being located at 6249 Yorkshire Drive, Columbia, SC 29209 and further identified as Richland County TMS #16416-03-08. A survey of the property is being incorporated herein and made a part hereof as Exhibit "A".
2. **PURCHASE AND SALE.** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price subject to the terms and conditions hereof.
3. **PRICE.** The purchase price is Two Hundred Thousand and No/100 (\$200,000.00) Dollars, payable by the Buyer to the Seller as follows:
 - a. Upon the execution of this Agreement, the Buyer shall deposit with the Seller Zero (\$0.00) Dollars as earnest money.
 - b. Upon delivery of the deed, Buyer shall pay to Seller Two Hundred Thousand and No/100 (\$200,000.00) Dollars in U.S. dollars by bank wire of funds to the closing attorney, cash or certified funds.
4. **CLOSING COSTS.** Buyer shall pay for deed preparation, if applicable and all other closing costs, excluding Seller's attorney's fees.
5. **CONDITIONS AND RESTRICTIONS.** The Seller shall convey the property described in Paragraph 1 hereof to the Buyer in fee simple by proper general warranty deed, free from all liens and encumbrances except as are herein agreed to and subject to the following conditions and restrictions: The Buyer agrees to accept the property subject to any governmental statutes or ordinances, zoning ordinances and regulations, building restrictions and conditions, restrictions, covenants, and easements of record, including any shown on a recorded plat or utilities located by an inspection of the property; also, any state of facts that an accurate survey would show.
6. **CONDITION OF PROPERTY.** The Buyer has fully examined and inspected the Property and agrees to purchase the Property "AS-IS".

The Buyer may, in the Buyer's sole discretion, inspect the property or have the property inspected by professionals selected by the Buyer to ascertain the condition of the property within an inspection period of thirty (30) days after the signing of this Agreement.

The Buyer may have the title to the property examined to determine that title is marketable and that there are no liens, restrictions or encumbrances, other than stated herein, affecting the title which are objectionable.

7. **RISK OF LOSS OR DAMAGE.** The risk of loss or damage to the Property by fire or other casualty until the delivery of the deed is assumed by the Seller. In the case of loss or damage, the Seller has the option to restore the Property within a reasonable time to substantially its undamaged condition or to terminate this Agreement. In the event the Seller elects to terminate this Agreement, there shall be no further obligation of the Seller to the Buyer.
8. **REAL ESTATE COMMISSION.** Both parties warrant that they have taken no action that would result in a real estate commission being due on behalf of the Buyer or to be paid by the Seller.
(Buyer initial _____; Seller initial _____)
9. **SELLER'S DEFAULT.** If the Seller shall default under this Agreement, the Buyer shall have the option of suing for damages or specific performance, or rescinding this Agreement. Upon default by the Seller, if the Buyer elects to rescind this Agreement, the sole obligation of the Seller shall be to refund to the Buyer all sums paid hereunder and to reimburse the Buyer for actual costs of its survey of the Property, the cost of title examination, copies and its reasonable attorney's fees. Upon the making of such refund and reimbursement, this Agreement shall wholly cease and terminate and neither party shall have any further claim against the other by reason of this Agreement. Seller shall not be required to bring any action or proceedings or otherwise incur any expense to render the title to the Property marketable, and in the event Seller is unable or unwilling to deliver good and marketable title to the Property, Buyer may terminate this Agreement, upon which event neither party shall have any further claim against the other hereunder. The Buyer may, nevertheless, accept such title as Seller may be able to convey, without reduction of the purchase price or any credit or allowance against the same and without any other liability on the part of the Seller. The acceptance of a deed by the Buyer shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this Agreement. The term "cost of title examination" is defined for the purposes of this Agreement as the expense actually incurred by the Buyer for title examination; in no event, however, to exceed the amount customarily charged by local attorneys for comparable title examinations. If a Title Insurance Company, which is a member of the American Land Title Association, will issue a binder to issue an owner's title insurance policy insuring the title to the Property in the amount equal to the purchase price, which owner's title insurance policy will have as exceptions only those as are herein agreed to, the Seller shall be deemed to be able to convey marketable fee simple title.
10. **ADJUSTMENTS.** Taxes, interest, water charges, sewer charges, fuel oil, electricity charges, gas charges, rents when collected, and other assessments shall be adjusted and prorated as of the Closing Date. Tax proration's pursuant to this Agreement are based on the taxes of record on this date and are, therefore, prorated on that basis. Any increase or decrease of taxes shall be subject to an adjustment by the Buyer and/or Seller when the current year's taxes are determined.
11. **BUYER'S DEFAULT.** If the Buyer shall default under this Agreement, the Seller shall be entitled to terminate this Agreement and shall have no further obligations to

the Buyer hereunder.

12. CLOSING. The closing shall take place on or before _____.
At closing, Seller shall deliver the deed upon Buyer's compliance with the terms and conditions herein. Time is of the essence, but the closing date may be extended by written agreement of the parties. The closing shall take place at a place to be determined with Edward L. Eubanks, Attorney, of Ed Eubanks Law Firm, LLC.
13. POSSESSION. The Seller shall relinquish possession of the property to the Buyer upon closing. Water heater and HVAC system are to remain with the Property. All other fixtures and personal property in or on the Property are to be retained by Seller with the understanding such items must be removed at Seller's expense before Buyer takes possession.
14. ONLY CONTRACT. The parties hereto further agree that this written contract expresses the entire agreement between the parties and this Agreement may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of such change is sought. All prior negotiations and representations of the parties are merged herein and are void and unenforceable unless contained in this Agreement.
15. DEFINITION. If two or more people constitute the Seller or the Buyer, the word "Seller" or the word "Buyer" shall be construed as if written "Sellers" or "Buyers" whenever the sense of this Agreement so requires.
16. Additional Terms. None

SIGNED, SEALED AND DELIVERED as of the date of the last signature herein below.

WITNESSES:

**WALTER RAY BURNS AS TRUSTEE OF
THE WALTER RAY BURNS REVO- CABLE
TRUST DATED APRIL 29, 2019 (SELLER)**

(As to Seller)

By: _____
(Signature)

(As to Seller)

Date: _____

**CITY OF COLUMBIA
(BUYER)**

(As to Buyer)

By: _____
Name: Teresa B. Wilson
Title: City Manager
Date: _____

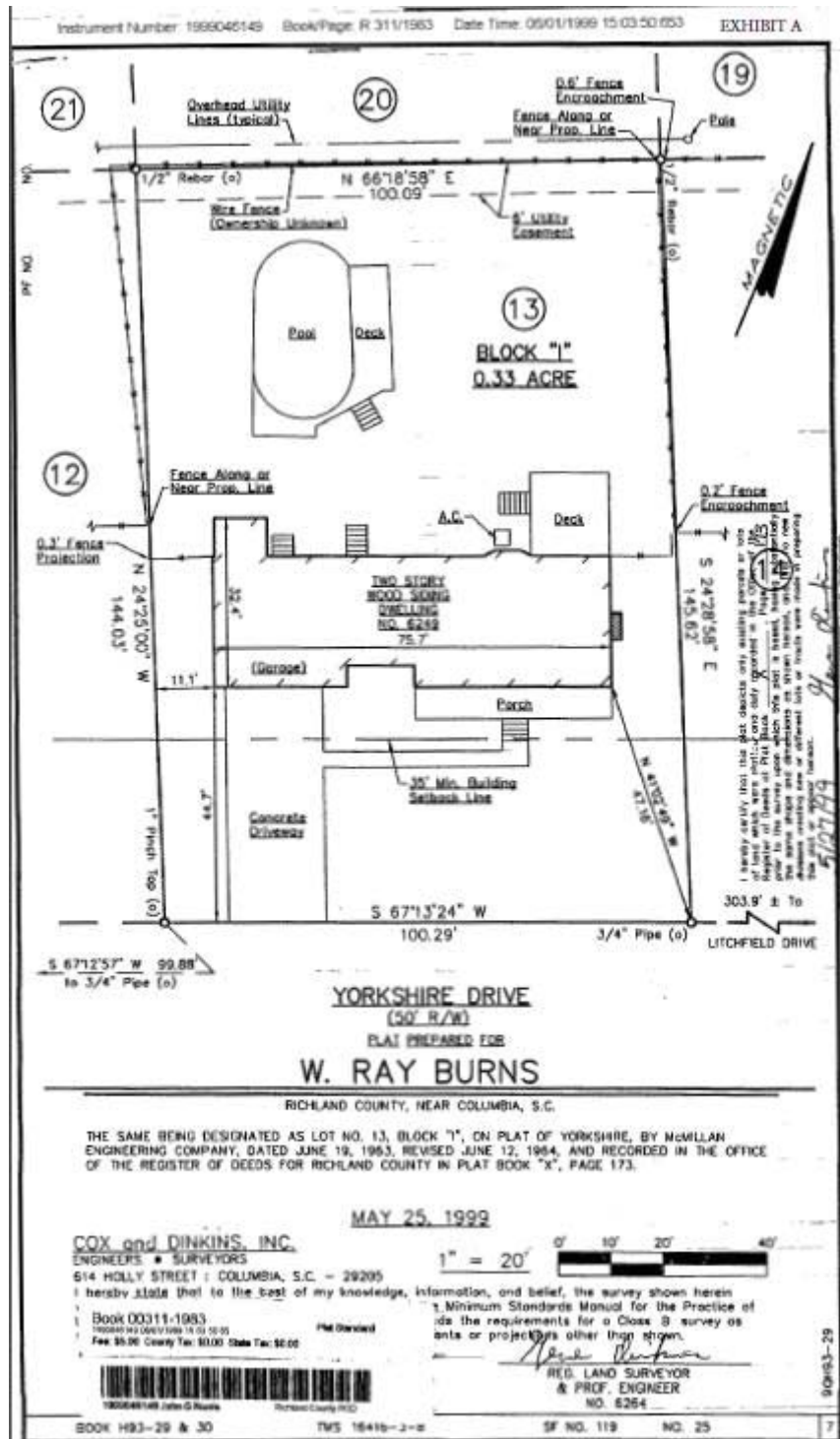
(As to Buyer)

APPROVED AS TO FORM


Legal Department City of Columbia

10/3/2020

Packet Pg. 566



CITY OF COLUMBIA



INTER-OFFICE MEMORANDUM

TO: Ms. Teresa B. Wilson, City Manager

FROM: Paxton Williams, Engineering Administrator - Engineering Dept.

SUBJECT: Potential acquisition property located at 6249 Yorkshire Drive, Columbia, SC 29209, Richland County TMS #16416-03-08, in performance of storm drainage improvements for CIP #SD8468; CF #250-515

DATE: November 19, 2020 INITIALS:

Your consideration in the acquisition of the above referenced property (henceforth referred to as "subject property") from Walter Ray Burns (homeowner/seller). Subject property is shown on the enclosed GIS map. A synopsis of the situation is as follows:

- Engineering has proposed a storm drainage project to address drainage issues in a section Yorkshire Subdivision. Engineering has met with the community and has received support of the project. The project as designed entails the construction of a new 42" bypass line along the property's front and side border as well as rehabilitating an existing 72" corrugated metal pipe in the back that has come apart at its joints creating life safety issues. This would necessitate a laydown area and the demolition of the entire back yard of the subject property for the entirety of the project.
- Both the seller and Engineering agreed that the scope of work as proposed would cause unreasonable impact on the livability of the subject property for the homeowner. Costs were evaluated for preconstruction inventory, shoring up the construction limits and the fee to temporarily relocate the occupants during the construction phase. Engineering proposes the prospect of buying the property with the intention of selling after construction was complete. The homeowner indicated that he was agreeable to the prospect of selling.
- In anticipation of acceptance, an appraisal was ordered. The property was appraised on 5/12/2020 for \$260,000. An offer of \$200,000 was presented and accepted by the homeowner on 6/23/2020. A contract was drafted and approved by Legal Department on 9/23/2020. The homeowner signed the contract on 10/14/2020 and now the acquisition/contract is proposed for Council Agenda, R-2020-100 (attached).
- After completion of the \$3.5 million construction project, the Real Estate division can be responsible for selling the property and placing it back on the tax rolls.
- The homeowner was made well aware of the process the City must adhere to in buying property and that ultimately Council must approve/deny the sale. Nevertheless, the property owner decided on his own volition to move out of the subject property 11/1/2020.
- The homeowner is a retired gentleman who lived at the subject property with his wife. Since the very first meeting on site to discuss the drainage project, he has been incredibly cooperative with City staff and patient about the process. Engineering would like to reciprocate his cooperation with an approval to move

forward with the acquisition so as to ultimately proceed toward construction of the project as designed.

Please advise if you have any questions. Thank you.

DH/PW

Enclosures

cc: Mr. Clint E. Shealy, P.E., ACM Columbia Water

cc: Ms. Gale Nash, Real Estate Division Manager

cc: Mrs. Dana R. Higgins, P.E., Director of Engineering

cc: Mr. Joseph D. Jacob, P.E., Director of Utilities



RESOLUTION NO.: R-2020-104

*Authorizing the City Manager to execute an Encroachment License Agreement
(NS #1276367) between the City of Columbia and Dominion South Carolina, Inc. for the
Richtex, Phase II Pipeline Project on Peeples Street, Richland County TMS#09303-05-41*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2020,
that the City Manager is authorized to execute the attached Encroachment License Agreement,
or on a form approved by the City Attorney, between the City of Columbia and Dominion South
Carolina, Inc. for installation of gas lines within the City's sanitary sewer easement for the
Richtex, Phase II Pipeline Project on Peeples Street, Richland County TMS#09303-05-41, for
the terms and conditions therein contained.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

ENCROACHMENT AGREEMENT
FOR DOMINION ENERGY SOUTH CAROLINA, INC.
RICHTEX PHASE II PIPELINE PROJECT ON PEEPLES
STREET; RICHLAND COUNTY TMS#09303-05-41;
CF#250-516

The **CITY OF COLUMBIA**, hereinafter referred to as “the City” hereby consents for **DOMINION ENERGY SOUTH CAROLINA, INC.**, hereinafter referred to as “Dominion”, to use an area within the existing 15’ City of Columbia sanitary sewer easement (also hereinafter referred to as “City’s easement”) for a 12”, two 10” and three 6” gas mains and a gravel driveway extending across the said City sewer easement, described as follows:

- Richland County TMS#09303-05-41, n/f Dominion Energy South Carolina, Inc.; easement granted to the City of Columbia by Harold Miller, M.D., dated 10/16/1972 and recorded on 11/3/1972 in the office of the Register of Deeds for Richland County in Deed Book D261, page 81 and shown on record drawings on file in the office of the Department of Engineering under CF#31-107; and

The use of the City’s easement area by Dominion, pursuant to this consent, shall be for construction, operation and maintenance of a 12”, two 10” and three 6” gas mains and a gravel driveway extending across the said City’s easement. It is specifically understood that no buildings or other obstructions of any type will be permitted within or on the City’s easement.

The gas mains and gravel driveway shall encroach within the existing 15’ City of Columbia sanitary sewer easement along Richland County TMS#09303-05-41 as more clearly shown and delineated on a drawing for Dominion Energy, Richtex Phase II Pipeline, Project #7335-20-009, dated September 25, 2020 and being incorporated herein and made a part hereof as Exhibit “A”. Also being on file in the office of the Department of Engineering, City of Columbia, South Carolina under City file reference #250-516.

NOW, THEREFORE, in consideration of the sum of Five (\$5.00) Dollars and the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

The consent granted hereunder is subject to the following terms and conditions:

1. Dominion agrees to obtain all necessary rights from the owners of the lands on which the City’s easement is located prior to constructing the facilities described above.
2. Dominion agrees to use said area within the City’s easement in such a manner as will not interfere with the City’s facilities installed thereon.

Terms and Conditions (continued):

3. Dominion agrees that the use of the City's easement as herein provided shall in no way affect the validity of the City's easements and shall in no way modify or restrict the use or rights of the City, its successors and/or assigns, in and to the area to be used. Dominion acknowledges the City's right and title to said easement and the priority of the City's right to use said easement and hereby agrees not to resist or assail said priority.
4. The use of said area within said City's easement by Dominion shall be at the sole risk and expense of Dominion, and the City is specifically relieved of any responsibility for damage to said facilities of Dominion, resulting or occurring from the use of said City's easement by the City.
5. Notwithstanding anything contained herein, Dominion agrees to reimburse the City for all costs and expenses for any damage to the City's facilities resulting from the use by Dominion of said area within said City's easement upon presentation of a reasonably itemized bill from the City.
6. Dominion agrees to be on site during construction and maintenance activities by the City to insure that its facilities are properly protected until the City's work is complete at no cost to the City. The City shall provide Dominion a 72-hour notice of its desire to perform work in the easement encroachment area, except in an emergency situation.
7. Dominion agrees that should the construction, maintenance, operation or existence of the encroachments as described in this Agreement causes Dominion, now or in the future, to have to relocate or replace any portion of the City's existing sanitary sewer main, appurtenances or associated facilities, then such relocation or replacement shall be at the sole expense of Dominion. If such relocation or replacement will be for the benefit of Dominion, not required by the City's needs, and in response to a request by Dominion, the City may make such relocation or replacement but only at Dominion's sole expense. The City will be under no obligation to make any such requested relocation or replacement.
8. Dominion agrees to defend, indemnify and hold harmless the City from and against responsibility for any loss resulting from bodily injuries (including death), property damages, damages to the City's facilities or any claims or suits against the City arising directly or indirectly out of any act or failure to act by Dominion, its agents, servants, employees or independent contractor of Dominion, arising from the construction, maintenance, operation or existence of Dominion's facilities or from improper design, construction, maintenance or operation of Dominion's facilities.

Should the City be required to bring suit against Dominion as a result of Dominion failing to indemnify the City as provided for herein, the City in addition to being entitled to recover damages in an amount necessary to indemnify itself as provided herein, shall also be entitled to a reasonable attorney's fee.

9. It is understood and agreed that all permission herein granted is granted only insofar as the City has the right to do so, and the City makes no representation as to the warranty of title, and does not propose to grant any rights that might impair the right of the owner of the servient tenement, lessor thereof, or any other person who may have rights in the land.
10. In the event that any of the provisions of this Agreement or the City's easement are violated by Dominion or its agents and satisfactory arrangements for the correction of said violations are not made within thirty (30) days after notification, the City, at its discretion, may have the corrections made and bill Dominion for the cost thereof, which Dominion shall pay or the City may cancel this Agreement and require Dominion to return the right-of-way to as nearly as practicable to its original condition at no cost to the City.
11. Prior to commencement of any activity within the encroachment areas by Dominion, its agents, servants and/or employees or independent contractors of Dominion, a copy of this document will be provided to said party performing any activity in the encroachment areas with requirements of strict compliance with the terms, obligations, and conditions as set forth herein.

Any spoil deposited on the City's easements, including the encroachment areas, will be leveled or removed and the same will be restored to its original or a better condition than existed prior to construction, installation, alteration or maintenance by Dominion, including but not limited to restoration of the existing grade and replacement of existing paving and concrete. No soil shall be permanently removed from the encroachment areas without prior approval of the City, except for the installation or alteration of the facilities. No permanent stockpiling of materials (including soil) will be permitted in the City's easements, including the encroachment areas.
12. No blasting will be permitted in the encroachment areas unless authorized by the City.
13. Dominion must provide the City a seventy-two (72) hour notice prior to work in the encroachment areas and the City's representatives may be present during such work, if the City deems necessary. It is advisable to contact Palmetto Utility Protection Services (PUPS) for location of existing utilities prior to performing work in the City's easement. However, in the case of an emergency, Dominion may proceed with work in the City's easement encroachment area upon notifying the City's Wastewater Maintenance Division at its 24-hour phone number: (803) 545-3910.
14. Dominion agrees that any construction or maintenance in the encroachment areas as provided for herein will be performed in a good and workmanlike manner and in such a manner so as not to endanger the City's facilities or interfere with the City's operation or maintenance requirements.
15. This Agreement shall be binding upon the parties, their respective heirs, successors and/or assigns.

The foregoing instrument was executed by the undersigned this _____ day of _____, 2020.

WITNESSES:

DOMINION ENERGY SOUTH CAROLINA, INC.

(1st Witness)

By: _____
(Signature)

(2nd Witness)

Name: _____
(Print Name)

Title: _____
(Print Title)

State of South Carolina)

ACKNOWLEDGEMENT

County of _____)

The foregoing instrument was acknowledged before me this _____ day of

_____, 2020, by _____
(Name and Title of Officer)

of _____ on behalf of Dominion Energy South Carolina, Inc.
(City and State)

Notary Public for South Carolina

My Commission Expires: _____

WITNESSES:

CITY OF COLUMBIA

(1st Witness)

By: _____
(Signature)

(2nd Witness)

Name: Teresa B. Wilson
(Print Name)

Title: City Manager
(Print Title)

State of South Carolina)

ACKNOWLEDGEMENT

County of Richland)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Teresa B. Wilson, City Manager
(Name and Title of Officer)

of Columbia, South Carolina on behalf of the City of Columbia.
(City and State)

Notary Public for South Carolina

My Commission expires: _____

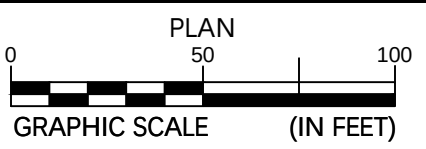
APPROVED AS TO FORM


Legal Department City of Columbia, SC
11/19/2020

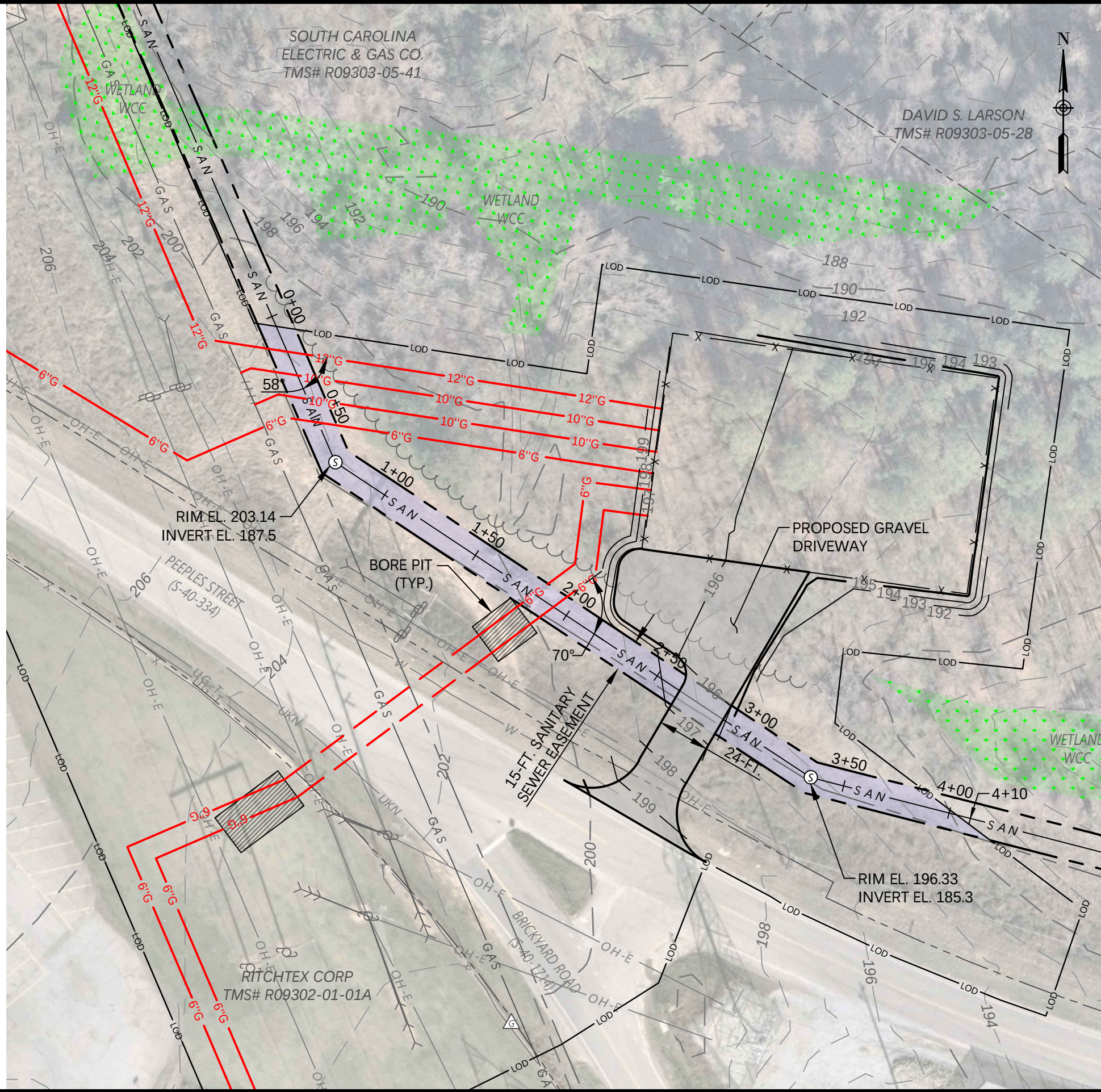


SCALE: 1" = 2000'
REFERENCE: 2019 MICROSOFT BING MAPS

- LEGEND:**
- EXISTING MINOR CONTOUR (2-FT.)
 - EXISTING MAJOR CONTOUR (10-FT.)
 - PROPERTY BOUNDARY
 - EXISTING UTILITY EASEMENT
 - EXISTING SANITARY SEWER EASEMENT
 - EXISTING FENCE
 - EXISTING TREELINE
 - WETLAND
 - EXISTING OVERHEAD ELECTRIC
 - PROPOSED PIPELINE ABANDONMENT
 - EXISTING NATURAL GAS PIPELINE
 - EXISTING UNKNOWN UTILITY
 - EXISTING UNDERGROUND TELEPHONE
 - EXISTING SANITARY SEWER
 - EXISTING SANITARY MANHOLE
 - PROPOSED MINOR CONTOUR (1-FT.)
 - PROPOSED MAJOR CONTOUR (5-FT.)
 - PROPOSED 6-IN. DIA. PIPELINE
 - PROPOSED 10-IN. DIA. PIPELINE
 - PROPOSED 12-IN. DIA. PIPELINE
 - CONVENTIONAL BORE
 - LIMITS OF DISTURBANCE / CONSTRUCTION EASEMENT
 - CONVENTIONAL BORE PIT
 - ACCESS ROAD
 - PROPOSED SITE FENCE
 - SANITARY SEWER IMPACT AREA



SANITARY SEWER
IMPACT AREA = .14 ACRES



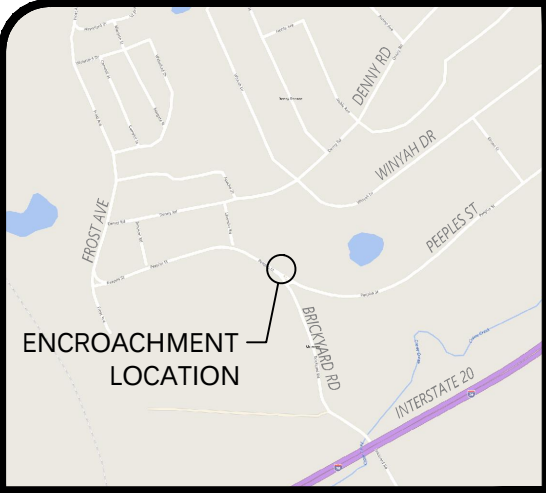
SANITARY SEWER ENCROACHMENT

RICHTEX PHASE II PIPELINE
RICHLAND COUNTY, SOUTH CAROLINA

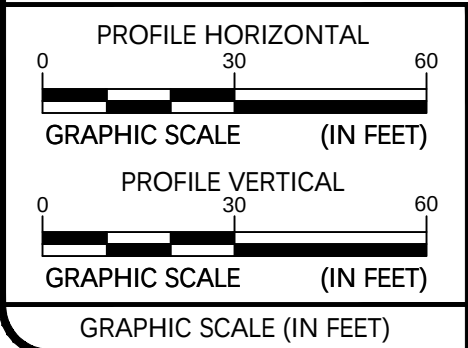
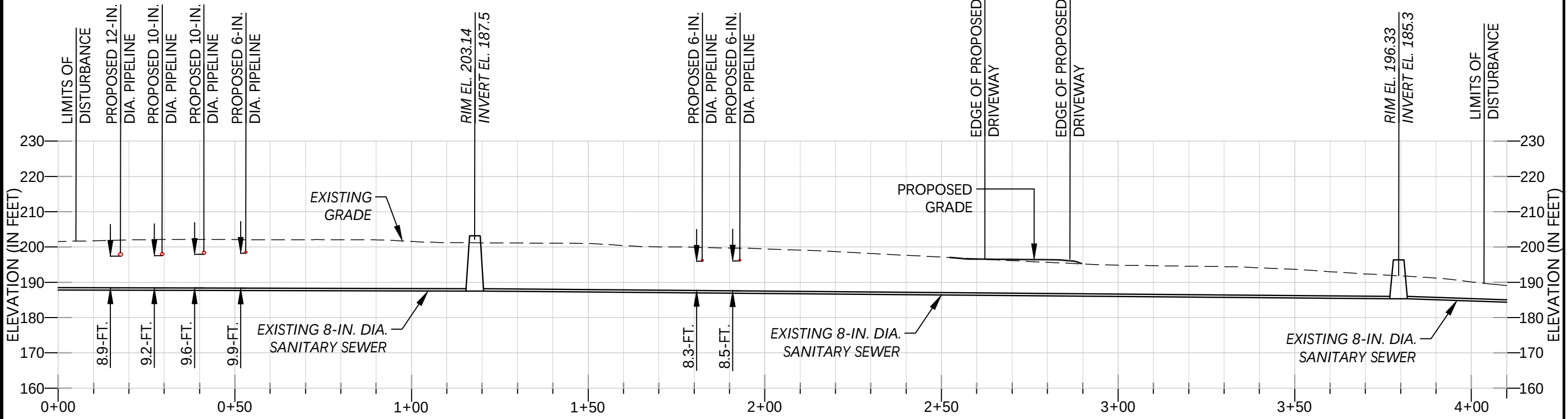
SCALE:
1" = 50'
DATE:
SEPTEMBER 25, 2020
PROJECT NUMBER
7335-20-009
FIGURE NO.

E14

Attachment: R-2020-104 Dominion Encroachment Agreement - Peeples Street (Richtex Ph 11) (6367 : Resolution No.: R-2020-104 Dominion



SCALE: 1" = 2000'
REFERENCE: 2019 MICROSOFT BING MAPS



SANITARY SEWER ENCROACHMENT PROFILE

RICHTEX PHASE II PIPELINE
RICHLAND COUNTY, SOUTH CAROLINA

SCALE:
1" = 30'
DATE:
SEPTEMBER 25, 2020
PROJECT NUMBER
7335-20-009
FIGURE NO.

E15



EVERYBODY COUNTS, EVERYBODY CONTRIBUTES, EVERYBODY BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works
FROM: Andrew K. Ritter, Assistant City Traffic Engineer AKR
SUBJECT: Traffic Calming – Shandon Neighborhood
DATE: November 16, 2020

In response to a request from the Shandon Neighborhood Council, traffic volume/speed surveys were conducted on Holly Street between Rosewood Drive and Burney Drive relative to the need for additional traffic control measures.

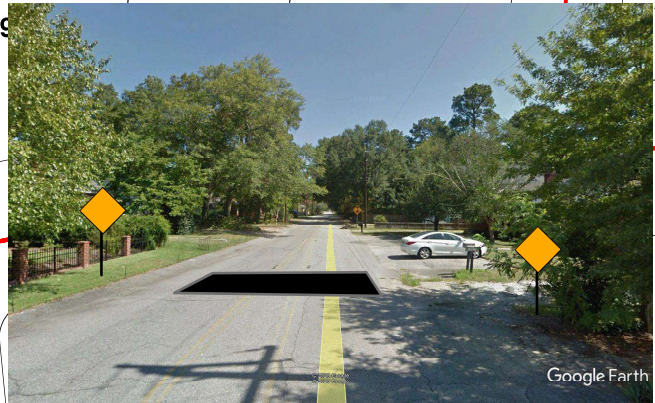
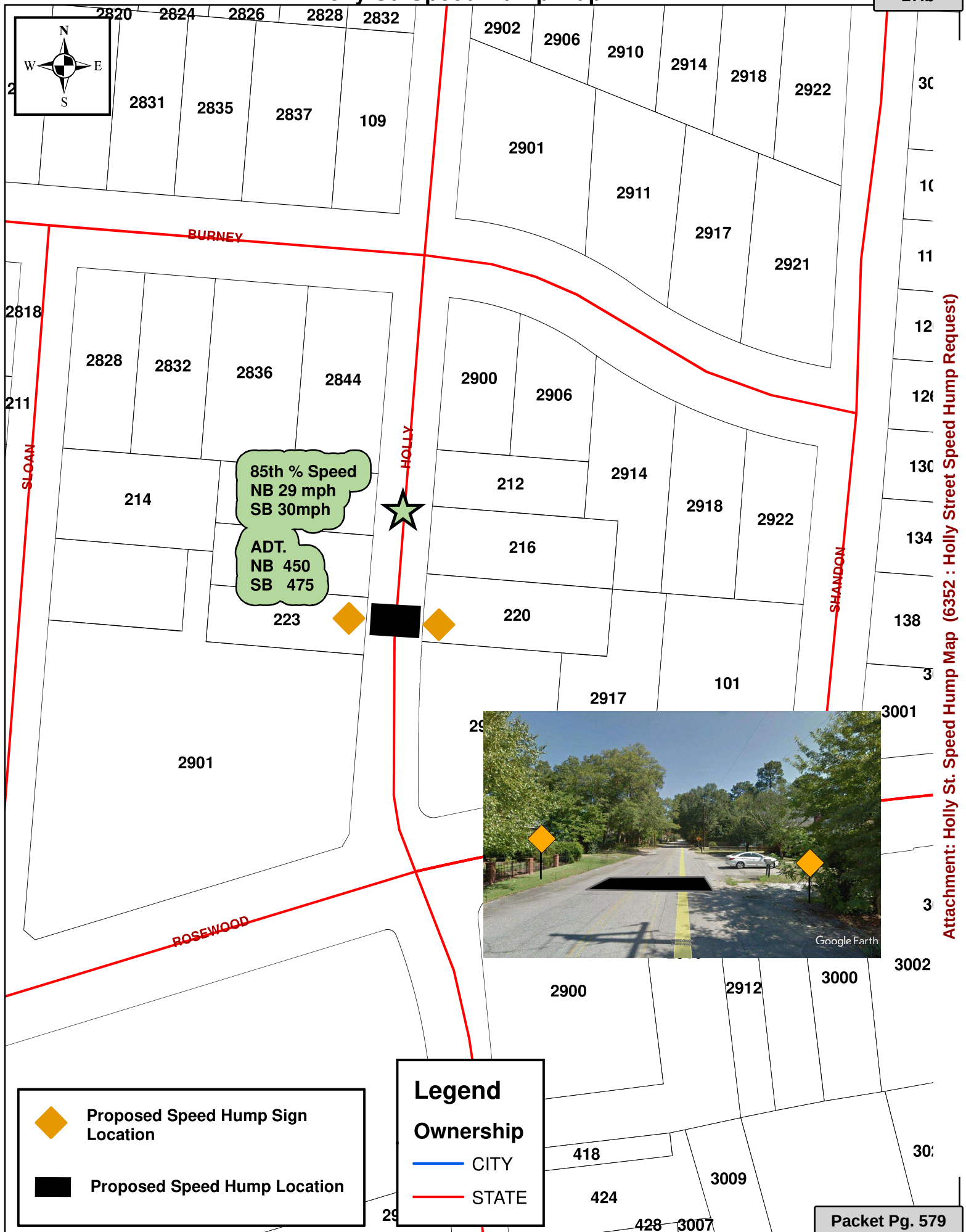
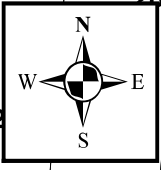
Holly Street is a two-lane residential street owned by the South Carolina Department of Transportation (SCDOT), with a posted speed limit of 25 mph.

Residents have requested one speed hump as shown on the attached map to aid in controlling vehicle speeds in the area. Proposed locations for the associated warning signs are also shown. The Police and Fire Departments have reviewed the proposed location and local residents have indicated support via petition per City policy. If City Council approves, please advise me, and we proceed with obtaining SCDOT approval for installation.

Attachment: Holly Street Speed Hump to CC (6352 : Holly Street Speed Hump Request)

Holly St. Speed Hump Map

27.b



Shandon Neighborhood Council

PO Box 5351
Columbia, South Carolina 29250

November 16, 2020

Mr. Andrew Ritter
City of Columbia Traffic Engineer
2910 Colonial Drive
Columbia, South Carolina 29203

BY EMAIL

Re: Installation of Speed Control Measures
200 Block of S. Holly Street

Dear Mr. Ritter:

The Shandon Neighborhood Council (SNC) is a 501(c)(3) corporation that supports and promotes the social welfare of the Shandon Neighborhood through advocacy, education, and strategic partnerships. On July 8, 2019, the SNC voted unanimously to support the installation of speed control measures on the 200 Block of S. Holly Street. It is the SNC's hope the City will install such measures as it deems appropriate to ensure the safety of residents, pedestrians, and motorists.

For your records, attached are the minutes from the SNC's July 8, 2019 meeting wherein the SNC voted to support the said speed control measures. Should you have any questions, please do not hesitate to contact me.

Sincerely,



John Meyers
President, Shandon Neighborhood Council
(803) 528-1045
meyersjohnm@gmail.com

Attachment: SNC Letter to City (6352 : Holly Street Speed Hump Request)



EVERYBODY COUNTS, EVERYBODY CONTRIBUTES, EVERYBODY BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works
FROM: Andrew K. Ritter, Assistant City Traffic Engineer *AKR*
SUBJECT: 4-Way Stop Request – Intersection of Claremont Drive and Kenilworth Road
DATE: November 5, 2020

In response to requests from residents in the area of the subject intersection, a review of operations has been conducted relative to the need for additional traffic control.

This is a cross-type intersection, with Claremont Drive entering and crossing Kenilworth Road in a north-south direction. Kenilworth Road is presently controlled by stop signs. Both roadways are two-lane residential in nature, with both streets owned and maintained by SCDOT.

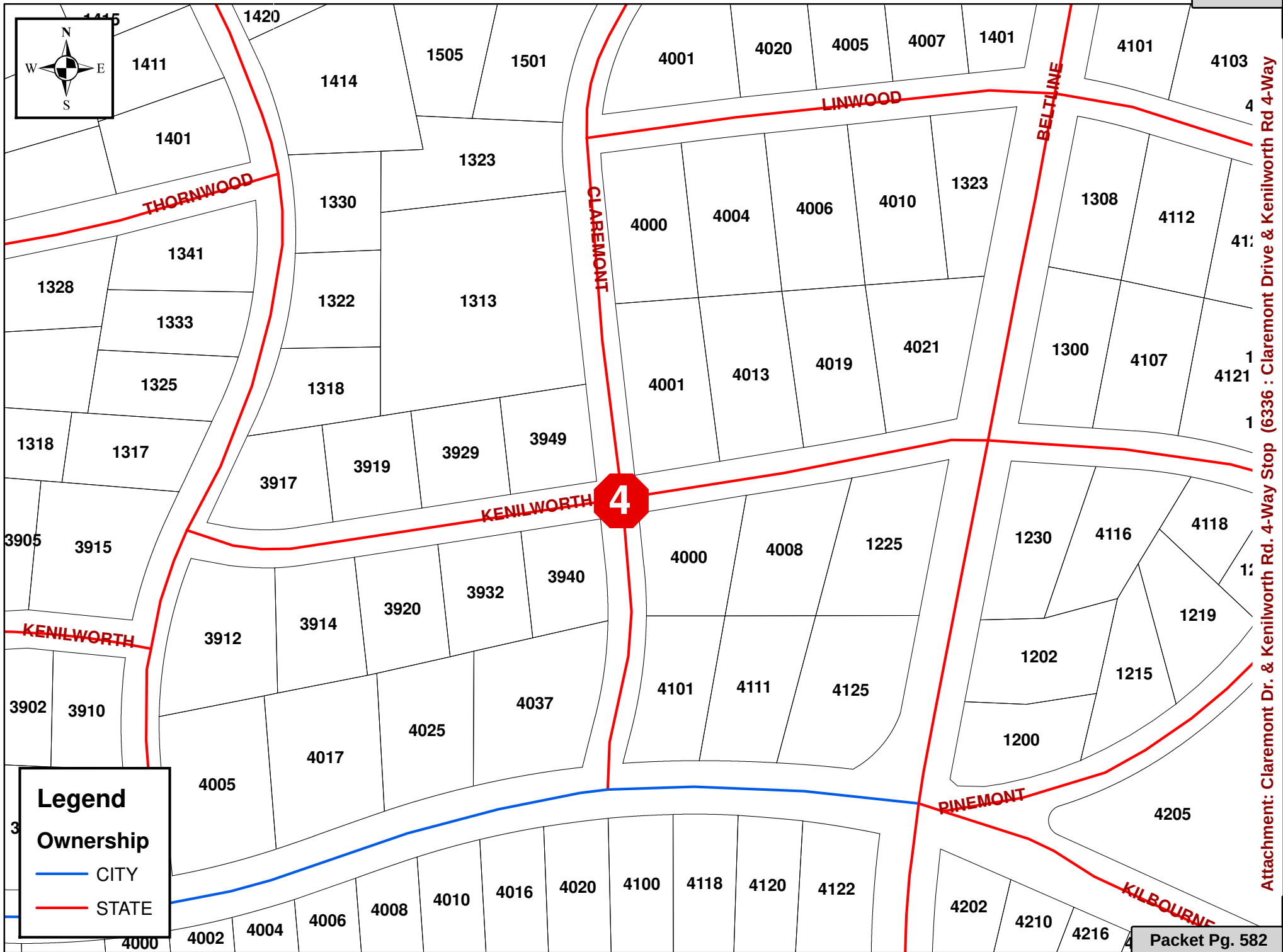
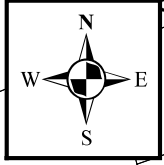
There are a few sight obstructions in the southwest quadrant of the intersection that can result in reduced visibility.

Based on our review, we have no objection to the installation of a 4-way stop as shown on the attached map. If council approves, please advise me, and we will proceed with obtaining SCDOT approval and initiation of the transition.

Attachment: Claremont and Kenilworth to CC (6336 : Claremont Drive & Kenilworth Rd 4-Way Stop)

Claremont Dr. & Kenilworth Rd. Proposed 4-Way Stop

28.b



Attachment: Claremont Dr. & Kenilworth Rd. 4-Way Stop (6336 : Claremont Drive & Kenilworth Rd 4-Way



2021 COUNCIL MEETING DATES

MEETING DATES	TYPE OF MEETINGS	AGENDA DEADLINES
January 5	Council Meeting	December 23
January 19	Council Meeting / Zoning Public Hearing	January 6
February 2	Council Meeting	January 20
February 16	Council Meeting	February 3
March 2	Council Meeting	February 17
March 16	Council Meeting / Zoning Public Hearing	March 3
April 6	Council Meeting	March 24
April 20	Council Meeting	April 7
May 4	Council Meeting	April 21
May 18	Council Meeting / Zoning Public Hearing	May 5
June 1	Council Meeting	May 19
June 15	Council Meeting	June 2
July 6	Council Meeting	June 23
July 20	Council Meeting / Zoning Public Hearing	July 7
August 3	Council Meeting / <i>National Night Out</i>	July 21
August 17	Council Meeting	August 4
September 7	Council Meeting	August 25
September 21	Council Meeting / Zoning Public Hearing	September 8
October 5	Council Meeting	September 22
October 19	Council Meeting	October 6
November 2	<i>City of Columbia Municipal Election</i>	
November 16	Council Meeting / Zoning Public Hearing	November 3
December 7	Council Meeting	November 24
December 21	Council Meeting	December 8

Attachment: 2021_Meetings_Deadlines_Draft (6358 : Proposed Meeting Schedule for 2021)