



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 1, 2022

The Columbia City Council will conduct a Council Meeting on Tuesday, March 1, 2022 at 4:00 p.m. at City Hall, 1737 Main Street, Columbia, SC 29201. Members of the public are encouraged to participate remotely by viewing the meeting online at www.columbiasc.gov or via telephone by dialing **855-925-2801**. When prompted, enter meeting code: **4461**. During the meeting: press *1 to listen; *2 to leave a message; or *3 to request to speak. For additional information visit www.columbiacitysc.igmp2.com. For questions regarding the meeting, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

The Honorable Daniel J. Rickenmann, Mayor
The Honorable Howard E. Duvall, Jr., At-Large ■ The Honorable Edward H. McDowell, Jr., District II
The Honorable William Brennan, District III ■ The Honorable Aditi Bussells, At-Large
The Honorable Tina N. Herbert, District I ■ The Honorable Joe E. Taylor, Jr., District IV

Prior to entering the meeting please turn all electronic communication devices to the silent, vibrate or off position. All presenters are asked to speak directly into the microphone for recording purposes.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT ON AGENDA ITEMS

APPROVAL OF MINUTES

1. Council is asked to approve the February 1, 2022 and February 15, 2022 Council Meeting Minutes.

CITY COUNCIL DISCUSSION / ACTION

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



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3. Introduction to Procurement and Contracts

- *Update - Ms. Sandra Middleton, Director of the Procurement and Contracts Department, CPPB, Director/Purchasing Agent*
- *Compliance Program Integration - Ms. Melissa Lindler, Director of the Office of Business Opportunities*

CONSENT AGENDA ITEMS 4 THROUGH 12

4. Council is asked to approve a Contract to Purchase two 2022 RAM 1500 Quad Cab 4x4 Trucks for Columbia Water, as requested by the Fleet Services Division on January 26, 2022. Award to Performance Chrysler Dodge Jeep Ram using the SC State Contract in the amount of \$72,643.00. The vendor is located in Clinton, NC.

Funding Source: Utilities Water Distribution and Maintenance - Auto, Trucks, Heavy Equipment - Capital (5516203-658500). The original budget amount is \$72,643.00.

5. Council is asked to approve a Contract to Purchase 28 Rocket Mobile Routers for the Columbia Police Department Vehicles, as requested by the Fleet Services Division on October 27, 2021. Award to Utility Associates, Inc., using the SC State Contract in the amount of \$99,792.00. The vendor is located in Tucker, GA.

Funding Source: Capital Replacement - Computer Equipment/Hardware (6308972-627500). The original budget amount is \$99,792.00.

6. Council is asked to approve a Contract to Purchase a Unitized Air Purification System Fill Station for the Columbia Fire Department, as requested by the Fleet Services Division on October 22, 2021. Award to Safe Air Systems, as a Sole Source in the amount of \$81,300.24. The vendor is located in Randleman, NC.

Funding Source: Capital Replacement - Auto, Trucks Heavy, Equipment - Capital (6308972-658500). The original budget amount is \$81,300.24.

7. Council is asked to approve a Contract to Purchase a 2022 Cab & Chassis Versalift Bucket Truck with Chipper Body for the Forestry and Beautification Division, as requested by the Fleet Services Division on October 26, 2021. Award to Carolina International Trucks, using the Sourcewell Cooperative Contract in the amount of \$150,362.50. The vendor is located in Columbia, SC.



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Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$150,362.50.

8. Council is asked to approve a Contract to Purchase a 2022 Ford F-550 Regular Cab 4x4 with Knapheide Body and Articulating Telescopic Aerial Device with ISO Boom for the Traffic Engineering Division, as requested by the Fleet Services Division on January 12, 2022. Award to Herlong Ford Inc., using the SC State Contract in the amount of \$161,997.80. The vendor is located in Edgefield, SC.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$161,997.80.

9. Council is asked to approve a Contract to Purchase a 2022 Galbreath Hook Lift Truck and Containers for the Solid Waste Division, as requested by the Fleet Services Division on December 2, 2021. Award to Carolina Environmental Systems, using the Sourcwell Cooperative Contract in the amount of \$267,807.60. The vendor is located in Kernersville, NC.

Funding Source: Solid Waste Trash Collection - Auto, Trucks, Heavy Equipment - Capital (1014402-658500). The original budget amount is \$267,807.60.

10. Council is asked to approve a Professional Services Agreement for Project SD8498; Louisa Street Stormwater Retrofit, as requested by Columbia Water on December 17, 2021. Award to McCormick Taylor, Inc. in an amount not to exceed \$482,546.00. The firm is located in Columbia, SC.

Funding Source: Stormwater Improvements Capital Projects Control - Louisa Street Wetland/Walkway - Capital Projects Costs (5549999-SD849801-658650). The original budget amount is \$482,546.00.

This is a Mentor Protégé Program Project. McCormick Taylor, Inc. is the mentor and will provide technical consulting, project plans, and specification services for the retrofit of an existing stormwater detention facility at 77.03% (\$371,716.00) of the total contract amount. Chao and Associates, Inc., a Minority Business Enterprise of Columbia, SC, is the protégé and will provide survey, hydrologic design, erosion and sediment control design, structural design, and engineering services at 20.07% (\$96,830.00) of the total contract amount.

The following subconsultant will provide additional services:

Schanbel Engineering of Columbia, SC, will provide geotechnical services at 2.90% (\$14,000.00) of the total contract amount.



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11. Council is asked to approve a Professional Services Agreement for Project SS7611; Liquid Train Master Plan Update, as requested by Columbia Water on January 31, 2022. Award to Hazen and Sawyer in an amount not to exceed \$539,693.00. The firm is located in Columbia, SC.

Funding Source: Utilities Metro Wastewater - Special Contracts Water/Sewer, Stormwater (5516208-638305). The original budget amount is \$539,693.00.

This is a Mentor Protégé Program Project. Hazen and Sawyer is the mentor and will provide planning, process design, and consulting services at 79.67% (\$429,993.00) of the total contract amount. Howard Engineering, Inc., a Minority Business Enterprise (W) of Columbia, SC, is the protégé and will provide electrical, survey coordination, and sampling assistance services at 20.33% (\$109,700.00) of the total contract amount.

12. Ordinance No.: 2022-009 - Authorizing the City Manager to execute a Ninth Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC

First reading approval was given on February 15, 2022.

ORDINANCES - FIRST READING

13. Ordinance No.: 2022-012 - A Fifteenth 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 \$335,000,000, 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



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14. Ordinance No.: 2022-020 - Repealing Ordinance No.: 2019-046 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 Nuisance – Definitions (a) and (b), Ordinance No.: 2019-056 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII Extreme Risk Protection Orders and Ordinance No.: 2019-063 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions to add Article XIII, Gun-free School Zones
 15. Ordinance No.: 2022-022 - Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Tarez Graham for the sale of property located at 934 Laurie Lane, Richland County TMS #11215-04-23
 16. Ordinance No.: 2022-023 - Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Ernest Berry for the sale of property located at 612 Hemphill Street, Richland County TMS #13708-22-06

RESOLUTIONS

17. Resolution No.: R-2022-016 - Recognizing the Application of the Force Majeure Provision in the Venue License Agreement between Hardball Capital, LLC and the City of Columbia, dated April 8, 2014
18. Resolution No.: R-2022-020 - Authorizing acceptance of donated property within the Bull Street Development known as the Freed Deck Parcel, which property is a portion of Richland County TMS R09113-16-01 and the Sabal Deck Parcel, which property is a portion of Richland County TMS R09113-16-04 from Bull Street Development, LLC, for parking and authorizing the City Manager to execute all documents necessary to effectuate this transfer

EVENT RESOLUTIONS

19. Resolution No.: R-2022-013 - Authorizing consumption of beer and wine only at the Final Table Expo at the Columbia Museum of Art, Hampton Street between Assembly Street and Main Street on Saturday, April 30, 2022
 20. Resolution No.: R-2022-017 - Authorizing consumption of beer and wine only at the Wedding of Tassie Collins at Columbia Riverfront Park and Canal on Saturday, April 2, 2022
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We Are Columbia

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21. Resolution No.: R-2022-018 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, April 22, 2022

OTHER MATTERS

22. Council is asked to authorize the City Manager to fully fund and enhance the Columbia Police Department's Pathways Unit, which provides an alternative approach to addressing individuals who are experiencing mental health crises and related issues.

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

23. Technology Committee Report - The Honorable Tina N. Herbert

PUBLIC INPUT

EXECUTIVE SESSION

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

AgFirst

ADJOURNMENT



We Are Columbia

MEETING DATE: March 1, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the February 1, 2022 and February 15, 2022 Council Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** MN_02_01_2022 (PDF)
- **#b:** MN_02_15_2022 (PDF)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 1, 2022

The Columbia City Council conducted a meeting on Tuesday, February 1, 2022 at City Hall, 1737 Main Street, 3rd Floor, Columbia, SC 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:00 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Joe E. Taylor, Jr. 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. *The minutes are numbered to coincide with the order of the meeting.*

PLEDGE OF ALLEGIANCE

INVOCATION

Mayor Rickenmann took a moment of personal privilege to observe the passing of Judge Mildred Weathers McDuffie. Judge McDuffie was an educator, a county council member, a magistrate judge, a mentor, and an activist during the Civil Rights movement. She has impacted so many lives. She was a trailblazer in the community and she leaves a huge legacy. A moment of silence was taken to honor the life of Judge Mildred Weathers McDuffie.

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. McDowell, Council voted unanimously to adopt the agenda, subject to adding the Short-Term Rentals Ad Hoc Committee to Appointments.

PUBLIC INPUT ON AGENDA ITEMS

No comments were received at this time.

APPROVAL OF MINUTES

1. Council is asked to approve the January 18, 2022 Council Meeting Minutes. – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the January 18, 2022 Council Meeting Minutes.



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CITY COUNCIL DISCUSSION / ACTION

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

Mr. Harry Tinsley, Emergency Management Director said the South Carolina combined case count stands at 1,389,266. There have been 14,991,818 tests to date. There are 4,137 new confirmed cases with a 23.9% positivity rate. There are 26 new confirmed deaths and two probable deaths. The state's total combined deaths due to COVID-19 stands at 15,508. In Richland County, the confirmed case count stands at 91,955. There are 274 cases posted for today. There are 707 confirmed and 127 probable deaths to date. As of January 19th, Richland County's 14 – day recent disease activity incidence rate remains high. DHEC reports 6,596,626 doses of COVID-19 vaccines have been administered in South Carolina and as of January 29th approximately 53.1% of South Carolina's eligible population are fully vaccinated and 62.1% have received at least one vaccine dose.

Ms. Teresa Wilson, City Manager reported that 11% of the workforce is currently affected by COVID-19.

3. Introduction to Procurement and Contracts - Ms. Sandra A. Middleton, CPPB, Director/Purchasing Agent and Ms. Shannon S. Lizewski, CPPO, NIGP-CPP, Deputy Director for the Department of Procurement & Contracts

Ms. Sandra A. Middleton, CPPB, Director for the Department of Procurement & Contracts provided an overview of the department's basic information and processes used to procure bids. Any procurement activity at the City of Columbia is in accordance with the City's Procurement Code, Appendix G, and the State of South Carolina's Procurement Code and Regulations. Examples of frequently purchased goods and the types of contracts utilized for services was provided. Procurement thresholds include small procurements valued at less than \$5,000; informal procurements valued at \$5,001 to \$25,000; and formal procurement valued at over \$25,000. All city procurements valued at \$50,000 or more are forwarded to City Council for review and approval. Standard advertising processes are used for formal procurements. The most commonly used formalized procurement method is referred to as an invitation for bid (IFB), which is awarded to the lowest responsive and responsible bidder. Some other methods are: request for proposals (RFPs), request for qualifications (RFQs), request for information (RFIs), emergency procurements, and sole source procurements. The procurement cycle encompasses planning and determining needs, developing specs and scope of work, procurement method for sourcing, acquisition phase, negotiation and evaluation, selection and award, performance phase, and contracts administration.



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Ms. Shannon S. Lizewski, CPPO, NIGP-CPP, Deputy Director for the Department of Procurement and Contracts discussed the city's access to utilizing procurements and contracts released and awarded by other public entities to include State of South Carolina contracts, cooperative agreements, Western States Contracting Alliance, Sourcewell, National Cooperative Purchasing Alliance, Houston-Galveston Area Council (HGAC), and others. Indefinite delivery contracts were discussed in regards to the successes in the areas of unforeseen and urgent repair needs. The procurement package completion date for informal and formal procurements was defined. The average processing time for procurements is higher in the summer months and it levels out during the fall and winter.

Councilor Taylor asked when is the start date for procurements.

Ms. Shannon S. Lizewski, CPPO, NIGP-CPP, Deputy Director for the Department of Procurement and Contracts said the process starts by the end user putting the information into IFAS, then it goes to all of the required individuals for approval, and finally it comes to the buyer and that is when our clock starts.

Ms. Sandra A. Middleton, CPPB, Director for the Department of Procurement and Contracts said there are so many variables and that is why we wanted to go with the controlled part of the process where requests are in our queue. Our data is from the date it was dropped in the buyer's box to the date a purchase order was issued.

Mayor Rickenmann said we need to understand the process from start to finish to help us produce a more effective system. We need to figure out how we can become more efficient, effective, and quicker in getting things done throughout the process.

Councilor Herbert said we want to know which things only take two days and why these are easy. Also tell us what is taking a year and provide ideas or recommendations in regards to problems encountered. I am looking for the strengths and weakness of the process and a clarification of terms. This will help us see where we could potentially assist if there is something that we can help with.

Ms. Shannon S. Lizewski, CPPO, NIGP-CPP, Deputy Director for the Department of Procurement and Contracts discussed all the challenges of the department to include supply chain disruptions, current market conditions, limited staffing, forecasting challenges, limited contractor/vendor pool availability, complexity and uniqueness of some projects, risk management, and the need for database updates. The current focus areas include improving overall customer service delivery to



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include response time, vendor database updates, updates to policies and procedures, and the contract management module.

Ms. Sandra A. Middleton, CPPB, Director for the Department of Procurement and Contracts said virtual meeting opportunities for contractors are very beneficial and time saving. The solicitation for the diversity study is another accomplishment, as well as the COVID-19 fulfilment center. We have also incorporated compliance information as a complete packet in all formal construction solicitations. One of the biggest accomplishments is the rollout of the Contracts Management Module (CMM) to assist with tracking city contracts issued through the Department of Procurement and Contracts. This module is a centralized repository for contracts, agreements, change orders and other pertinent contract information.

Mayor Rickenmann reiterated his concerns in regards to finding the most efficient and effective way in getting information out quickly. We ought to submit our questions to staff and have another opportunity to do a deeper dive because I do think it is time to evaluate the city's technology needs.

CONSENT AGENDA ITEMS 4 THROUGH 19

Upon a single motion made by Mr. McDowell and seconded by Mr. Taylor, Council voted unanimously to approve Consent Agenda **Items 4** through **19**.

4. Council is asked to Ratify a First Amendment to the Mark Anthony Brewing Incentive Agreement, as requested by the Economic Development Department. The firm is located in Columbia, SC. – *Approved*
5. Council is asked to approve a Contract to Purchase two Ford F150 4x2 Trucks Regular Cab with XL Trim Package for the Parks and Recreation Department, as requested by the Fleet Services Division. Award to Vic Bailey Ford, Inc., using the SC State Contract in the amount of \$50,326.00. The vendor is located in Spartanburg, SC. – *Approved*

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$50,326.00.

6. Council is asked to approve a Contract to Purchase two Ford F150 4X2 Trucks Regular Cab with XL Trim Package and Spray-in Bedliner for the Planning and Development Services Department, as requested by the Fleet Services Division. Award to Vic Bailey Ford, Inc., using the SC State Contract in the amount of \$50,782.00. The vendor is located in Spartanburg, SC. – *Approved*



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Funding Source: Capital Replacement - Autos, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$50,782.00.

7. Council is asked to approve a Contract to Purchase two Ford Transit 350 - 12 Passenger Vans for the Parks & Recreation Department, as requested by the Fleet Services Division. Award to Vic Bailey Ford, Inc., using the SC State Contract in the amount of \$66,610.00. The vendor is located in Spartanburg, SC. – *Approved*

Funding Source: Capital Replacement - Autos, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$66,610.00.

8. Council is asked to approve a Contract to Purchase and Upfit two Ford F150 Trucks with XL Trim Package for the Columbia Fire Department, as requested by the Fleet Services Division. Award to Vic Bailey Ford, Inc., with customization and upfitting work to be contracted out to West Chatham Warning Devices, using the SC State Contract in the amount of \$117,931.86. The vendor is located in Columbia, SC. – *Approved*

Funding Source: Capital Replacement (6308972-658500). The original budget amount is \$117,931.86.

9. Council is asked to approve a Contract to Purchase 18 Mobile Two-Way Radios with Equipment and Services for the Columbia Police Department, as requested by the Fleet Services Division. Award to Motorola, using the SC State Contract in the amount of \$116,053.68. The vendor is located in Sumter, SC. – *Approved*

Funding Source: Capital Replacement - Radio Equipment (6308972-627800). The original budget amount is \$116,053.68.

10. Council is asked to approve a Contract for Grounds Maintenance Services at the Columbia Canal Water Treatment Plant and Remote Sites, as requested by Columbia Water. Award to Superior Lawn and Yard Maintenance in an amount not to exceed \$52,500.00. The vendor is located in Prosperity, SC. – *Approved*

Funding Source: Utilities Columbia Canal Water Treatment Plant – Special Contracts; (5516206-638300) \$32,020.00, Utilities Lake Murray Water Treatment Plant – Special Projects; (5516207-638300) \$20,480.00. The original budget amount is \$66,000.00.

11. Council is asked to approve Contract Amendment #1 for Project SS7568; Saluda River Force Main Extension, as requested by Columbia Water. Award to Stantec Consulting Services, Inc., in an amount not to exceed \$92,595.00. This firm is located in Columbia, SC. – *Approved*



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Funding Source: Water and Sewer Capital Projects, Unforeseen & Miscellaneous Projects, Capital Costs (5529999-SS728801-658650). The original budget amount is \$446,350.00. The budget amount for this amendment is \$92,595.00. The total revised budget amount is \$538,945.00.

This is a Mentor Protégé Program project. Stantec Consulting is the mentor and will provide project management, engineering design, permitting, bidding and award services at 60.50% (\$56,020.54) of the amendment amount. Chao and Associates, a minority business enterprise of Columbia, SC, is the protégé and will assist with preliminary planning, investigation, engineering analysis, surveying, contracting geotechnical investigation, and corrosion control design services at 39.50% (\$36,574.46) of the amendment amount.

Contract amendment #1 is requested to provide funding for additional geotechnical investigations, an odor control study, and additional coordination required for the Construction Manager at Risk (CMAR) delivery method. This amendment also provides revised labor rates and category descriptions for project personnel.

12. Council is asked to approve a Contract to Purchase Parts and Labor for Three Clever Brooks Boilers and Hawk 1000 Boiler Control Package for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to C&C Boiler Sales and Service as a Sole Source in the amount of \$110,000.00. The vendor is located in Charlotte, NC. – *Approved*

Funding Source: Utilities Metro Wastewater Plant - Maintenance and Service Contract (5516208-638200). The original budget amount is \$110,000.00.

13. Council is asked to approve a Professional Services Agreement for Project SS7613; Wastewater Collection System Hydraulic Modeling, as requested by Columbia Water. Award to Hazen and Sawyer, in the amount of \$266,264.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Engineering Wastewater System Improvement - Special Contracts Water/Sewer, Stormwater (5516221-638305). The original budget amount is \$266,264.00.

14. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT AND ZONING MAP AMENDMENT for 44.38-acre portion, County Line Trail; TMS# 31700-01-04(p) - *First reading approval was given on January 18, 2022 – Approved on second reading.*

Ordinance No.: 2022-001 Annexing 44.38 acres County Line Trail, Richland County TMS# 31700-01-04 (portion) into the City of Columbia, South Carolina Columbia, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map - First reading approval was given on January 18, 2022 – Approved on second reading.



We Are Columbia

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Council District: 4

Proposal: Request to annex the property and assign a land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Development (PD) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned M-1 by Richland County.

Applicant: Mulberry Hall Properties, LLC / Sandy Oaks Development, LLC

Staff Recommendation: Approval

PC Recommendation: 11/01/2021; Approval (8-0)

15. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3923 Bright Avenue; TMS# 13708-08-14 - *First reading approval was given on January 18, 2022 – Approved on second reading.*

Ordinance No.: 2022-002 Annexing 3923 Bright Avenue, Richland County TMS# 13708-08-14 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map - First reading approval was given on January 18, 2022 – Approved on second reading.

Council District: 3

Proposal: Request to annex the property and assign a land use classification of Urban Core Residential Small Lot (UCR-1) and assign zoning of Residential Single Family-Small Lot (RSF-3) at the time of annexation. The property is currently classified as Mixed Residential High Density and zoned RS-HD by Richland County.

Applicant: Andrea Godby

Staff Recommendation: Approval

PC Recommendation: 11/01/2021; Approval (8-0)

16. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT AND ZONING MAP AMENDMENT for 4021 Trotter Road; TMS# 22008-01-01 - *First reading approval was given on January 18, 2022 – Approved on second reading.*

Ordinance No.: 2022-004 Annexing 4021 Trotter Road, Richland County TMS# 22008-01-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map - First reading approval was given on January 18, 2022 – Approved on second reading.



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Council District: 4

Proposal: Request to annex the property and assign a land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Mixed (RM-1) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned RS-HD by Richland County.

Applicant: Nathaniel Johnson

Staff Recommendation: Approval

PC Recommendation: 11/01/2021; Approval (8-0)

17. **ZONING MAP AMENDMENT** for 2401 Two Notch Road(p) and 0.21 acres, E/S Waites Road, TMS #11511-11-10 (p) and 11511-11-08 - *First reading approval was given on January 18, 2022 – Approved on second reading.*

Ordinance No.: 2022-005 - Amending the Official Zoning Map to modify the zoning for 2401 Two Notch Road and 0.21 acres E/S Waites Road, Richland County TMS #11511-11-10 (portion) and TMS #11511-11-08 - First reading approval was given on January 18, 2022 – Approved on second reading.

Council District: 2

Proposal: Request to rezone the property from Community Activity Center/Corridor District (CAC) to Residential Mixed District (RM-1).

Applicant: Homeless No More

Staff Recommendation: Approval

PC Recommendation: 12/06/2021; Approval (5-1)

18. **ZONING MAP AMENDMENT** for 2632 Millwood Avenue and 2627, 2526, and 2623 Cherry Street, TMS# 11413-03-05, 11413-03-10, 11413-03-11, and 11413-03-12 - *First reading approval was given on January 18, 2022 – Approved on second reading.*

Ordinance No.: 2022-006 - Amending the Official Zoning Map to modify the zoning for 2632 Millwood Avenue and 2627, 2526 and 2623 Cherry Street, Richland County TMS #11413-03-05, TMS #11413-03-10, TMS #11413-03-11 and TMS #11413-03-12 - First reading approval was given on January 18, 2022 – Approved on second reading.

Council District: 3



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Proposal: Request to rezone the property from Mixed-Use District (MU-1), Office and Institutional District (O-I) and Residential Mixed District (RM-1), Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP) to Mixed-Use District (MU-1), Old Shandon/Lower Waverly Historic Preservation Overlay District (OV-HP).

Applicant: Thomas Rhodes III, Millwood Investments LLC

Staff Recommendation: Approval

PC Recommendation: 12/06/2021; Approval (6-0)

19. Ordinance No.: 2022-008 - Authorizing the City Manager to execute an Agreement of Sale and Purchase between the City of Columbia and Brick and Mortar, LLC for the sale of property located at 1701, 1705, 1710 and 1715 Washington Street, Richland County TMS #11402-08-20, 11402-08-18, 11402-08-17 and 11402-08-16 - *First reading approval was given on January 18, 2022 – Approved on second reading.*

ORDINANCE - SECOND READING

20. Ordinance No.: 2021-089 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Regulations, Article IV, Demolition of Structures, Sec. 5-330 and Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 and Sec. 8-36 - *First reading approval was given on December 21, 2021 – Approved on second reading.*

Councilor Herbert said David did a great presentation on Thursday at the Columbia Council of Neighborhoods (CCN). I was very disappointed because many of the communities that have called me about this particular topic weren't at CCN. I scheduled another meeting last night and we met with about five neighbors and gave them the opportunity to truly understand the changes. We did a good job in conveying the message and getting the support of the community. The more we can help the community understand, it will help with implementation.

Mayor Rickenmann said one of the complaints of the system is that there is no ticket given to the tenant in the first violation if it's a rental property. The landlord automatically is given the first ticket. The landlord can't remedy a problem that the tenants are responsible for. Is there a process where the tenant is given responsibility for the first violation and the landlord gets a warning? Obviously if they're a repeat landlord, we have a different system for that. There is an imbalance in responsibility. How do we cure that before we finalize this?



We Are Columbia

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Mr. David Hatcher, Housing Official for the Code Enforcement Division said when we start a case on a rental property that is within the realm of what the tenant would be responsible for, we send a notice to the tenant and to the landlord. We do rely on the tenant to abate those issues. The landlord still can get the assessed points because that is the way the ordinance is designed. The landlord gets the points but we do look to the tenant to address those issues. We do write summons to the tenants all the time. They automatically get the points because a case was started but that is why the ordinance allows for 15 points because we know there is going to be issues at properties and it gives the landlord opportunities to fix it.

Mayor Rickenmann said the complaints I have heard are in regards to nuisance complaints and other issues that are tenant driven. When we get into nuisances, it puts the landlords in a very unique position because the tenant is not getting the ticket. If we are going to have a system, there has to be some balance. When you have more than 52% of rental properties, this will become a bigger issue. I don't want to give a pass to a landlord, but there should be responsibility placed on the tenant in certain situations. A violation is five points, that is 30% without the landlord ever having the opportunity to place the responsibility on the tenant. The landlord can become a repeat offender. I am supportive of the ordinance for the most part, but it has unintended consequences that have not been addressed. I will reserve the right to amend this ordinance at a later date and ask that we send this to a committee to help in making sure we are addressing the issues correctly and fairly.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give second reading approval to Ordinance No.: 2021-089 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Regulations, Article IV, Demolition of Structures, Sec. 5-330 and Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 and Sec. 8-36.

Ms. Teresa Wilson, City Manager said I am glad you all approved the ordinance in its totality today. I spent my morning deliberating over an issue out in Golden Acres that you may have seen in a news report last night. If we held this today it wouldn't have given us the authorization to make sure that this ten-year-old vehicle that has been sitting there as a public safety hazard is removed today. What you are doing is very critical.

EVENT RESOLUTIONS

21. Resolution No.: R-2022-002 - Authorizing consumption of beer and wine beverages only at the Official Kick-Off to St. Pat's in Five Points at the Five Points Fountain on Friday, March 4, 2022 with a rain date contingency of Saturday, March 5, 2022 – *Approved*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 1, 2022

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2022-002 - Authorizing consumption of beer and wine beverages only at the Official Kick-Off to St. Pat's in Five Points at the Five Points Fountain on Friday, March 4, 2022 with a rain date contingency of Saturday, March 5, 2022.

22. Resolution No.: R-2022-003 - Authorizing consumption of beer and wine beverages only at the "St. Pat's in Five Points Festival" and authorizing the City Manager and the Parks and Recreation Director to sign Park Rules for the St. Pat's in Five Points Festival on Saturday, March 19, 2022 with a rain contingency of Sunday, March 20, 2022 – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Taylor, Council voted unanimously to approve Resolution No.: R-2022-003 - Authorizing consumption of beer and wine beverages only at the "St. Pat's in Five Points Festival" and authorizing the City Manager and the Parks and Recreation Director to sign Park Rules for the St. Pat's in Five Points Festival on Saturday, March 19, 2022 with a rain contingency of Sunday, March 20, 2022.

23. Resolution No.: R-2022-007 - Authorizing consumption of beer and wine beverages only at the Columbia Mardi Gras Festival at City Roots Urban Farm in the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer on Saturday, February 26, 2022 – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. Taylor, Council voted unanimously to approve Resolution No.: R-2022-007 - Authorizing consumption of beer and wine beverages only at the Columbia Mardi Gras Festival at City Roots Urban Farm in the 1000 block of Airport Boulevard between Jim Hamilton Boulevard and the north side of the entrance into Hunter Gatherer on Saturday, February 26, 2022.

APPOINTMENTS

24. Mayor Pro-Tempore for 2022 – *Approved*

Upon a motion made by Mayor Rickenmann and seconded by Mr. Taylor, Council voted unanimously to approve the selection of The Honorable Edward H. McDowell, Jr. as Mayor Pro-Tempore for a second term ending in December 31, 2022.

Mayor Rickenmann stated that the Mayor Pro-Tempore will be rotated on an annual basis.



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25. Short-Term Rentals Ad Hoc Committee – *Approved*

Upon a motion made by Mayor Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve the appointment of The Honorable Tina N. Herbert to the Short-Term Rentals Ad Hoc Committee.

26. Central Midlands Council of Governments – *Deferred*

27. Central Midlands Regional Transit Authority (The COMET) – *Deferred*

28. City Center Partnership – *Approved*

Upon a motion made by Dr. Bussells and seconded by Ms. Herbert, Council voted unanimously to approve the appointment of The Honorable Mayor Daniel J. Rickenmann to the City Center Partnership.

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

Upon a motion made by Mayor Rickenmann and seconded by Mr. Taylor, Council voted unanimously to refer an overall review of the city's technology needs to the Technology Committee.

Ms. Teresa Wilson, City Manager discussed the potential of adding work sessions back on the Council agenda for presentations regarding department updates and budget workshops. It was suggested to have morning meetings the first and fourth Tuesdays of the month. She asked council to decide which day and times work best to schedule work sessions.

PUBLIC INPUT

Voicemail received via Public Input: Ms. Marilyn Coward, expressed concerns regarding the instructions provided to jurors chosen for Municipal Court. She requested that the arrival time be updated to when the court opens due to individuals having to wait outside in inclement weather until the doors are open.



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EXECUTIVE SESSION

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

COVID-19

ADJOURNMENT

The meeting was adjourned at 6:25 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 15, 2022

The Columbia City Council conducted a meeting on Tuesday, February 15, 2022 at City Hall, 1737 Main Street, 3rd Floor, Columbia, SC 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:02 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Joe E. Taylor, Jr. 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. *The minutes are numbered to coincide with the order of the meeting.*

PLEDGE OF ALLEGIANCE

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. Taylor, Council voted unanimously to adopt the agenda, subject to deferring Item 1 and Item 23; adding Ordinance 2021-021 to Item 36; and adding State of South Carolina Ex Rel Alan Wilson, Attorney General v. City of Columbia to Item 37.

PUBLIC INPUT ON AGENDA ITEMS

No comments were received at this time.

APPROVAL OF MINUTES

1. Council is asked to approve the February 1, 2022 Council Meeting Minutes. – *Deferred*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 15, 2022

PRESENTATIONS

2. Smoke-Free Palmetto State Certification Award - Mr. Buck Wilson, SC DHEC Regional Health Director

Mr. Buck Wilson, SC DHEC Regional Health Director presented the Smoke-Free Palmetto State Certification to the City of Columbia. To become certified, local governments must adopt and implement clean air protections that prohibit smoking and the use of e-cigarettes and vapes in all indoor workplaces, restaurants, and bars. Congratulations on being one of the first in the Midlands to take specific measures to protect the health of South Carolinians.

CITY COUNCIL DISCUSSION / ACTION

Ms. Teresa Wilson, City Manager reported that employees affected by COVID-19 has decreased to 2%. The vaccination rate remains at 89%.

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

Mr. Harry Tinsley, Emergency Management Director said forecasting models from the CDC indicate a continued decrease in cases and deaths over the next four weeks. The state cumulative case count for today is 1.4 million. There have been over 15.3 million tests administered in our state. The cumulative case count for today is 1,210, and the percent positive on that sample is 11.5%. Unfortunately, there were two additional deaths reported out by DHEC today. That brings the cumulative count to 16,243 for our state. In Richland County, we have over 95,000 confirmed cases. The case count for today is 94. As of the February 9th report, the 14-day recent disease activity rate in all 46 counties are now decreasing as well. DHEC reported that over 6.6 million doses of COVID-19 vaccinations have been administered in our state. In Richland County, 56.5% of the population has completed their vaccination series.

4. Federal Legislative Briefing - Mr. Ralph Garboushian and Ms. Debra DeHaney-Howard, CapitalEdge, LLC

Mr. Ralph Garboushian, CapitalEdge, LLC reviewed the key dates of the 2nd session of the 117th Congress. The Infrastructure Investment and Jobs Act (IIJA) is three bills wrapped into one: Divisions A-C are a 5-year \$476.8 billion reauthorization of federal surface transportation programs; Division D-I authorizes other infrastructure investments; and Division J is a 5-year advance appropriations bill providing \$520 billion for a wide array of infrastructure investments. Most funds will continue to be allocated by formula to state DOTs, MPOs, transit agencies, and



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Amtrak. There will be about \$20 billion available each year over the next five years for competitive transportation grant programs. A summary was provided of the water and wastewater, energy, and broadband investments included in the infrastructure bill. The next steps are to monitor state and federal agencies and review grant opportunities to begin developing plans to apply based on the city's priorities. The Build Back Better Act (BBB) includes \$1.75 trillion in new spending over ten years and changes to the tax code to increase revenue and expand the child tax credit and other similar tax provisions. The House has passed BBB, but the measure is stalled in the Senate. A summary of the allocations included in BBB were reviewed. Negotiations continue in regards to the fiscal year 2022 appropriations. If there is an agreement, most programs of interest to cities should see modest increases. The City has \$709,000 for body-worn and in-car camera modernization pending. The fiscal year 2023 appropriations will start with the President's budget proposal in early March. We will begin identifying fiscal year 2023 community project funding requests. An overview of other issues to include Supreme Court nominations, R&D/Supply Chain/China Bill, Postal Service Reform Bill, and Administration Regulatory Agenda was provided.

CONSENT AGENDA ITEMS 5 THROUGH 14

Upon a single motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Consent Agenda **Items 5** through **14**.

5. Council is asked to approve a Contract to Purchase two MCC7500 Dispatch Consoles with Programming, Installation, and Optimization, as requested by the Emergency Management Department. Award to Motorola Solutions, using the SC State Contract in the amount of \$157,187.12. The vendor is located in Lancaster, SC. – *Approved*

Funding Source: General Capital Projects - Municipal Emergency Management Operations Center - Computer/ Electric Equipment - Capital (4039999-CP105906-658600) \$100,401.12; General Capital Projects - Municipal Emergency Management Operations Center - Maintenance & Service Contract (4039999-CP105906-638200) \$56,786.00. The original budget amount is \$157,187.12.

6. Council is asked to approve a Contract to Purchase 28 Laptops for the Columbia Police Department Vehicles, as requested by the Fleet Services Division. Award to Synnex Corporation, using the GSA Cooperative Contract in the amount of \$131,202.59. The vendor is located in Greenville, SC. – *Approved*

Funding Source: Capital Replacement - Computer Equipment Hardware (6308972-627500). The original budget amount is \$131,202.59.



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7. Council is asked to approve a Contract to Purchase a 2023 Western Star 4700 Cab/Chassis Truck for the Solid Waste Division, as requested by the Fleet Services Division. Award to Shealy's Truck Center, Inc. using the SC State Contract in the amount of \$288,716.00. The vendor is located in Columbia, SC. – *Approved*

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$288,716.00.

8. Council is asked to approve a Contract for the Booker Washington Heights Paving Project, as requested by the Public Works Department. Award to Eurovia Atlantic Coast, LLC dba Blythe in the amount not to exceed \$524,485.83, which includes contingency. The firm is located in West Columbia, SC. – *Approved*

Funding Source: General Fund Paving (4079999-CP850101-658650) \$11,985.83 and Community Development Block Grant (CDBG) (4079999-CP850101-658650) \$512,500.00. The original budget amount is \$524,485.83.

Eurovia Atlantic Coast, LLC, dba Blythe will provide paving services at 95.06% (\$453,250.30) of the total contract amount.

The following subcontractor will provide additional services:

Peek Pavement Markings, LLC of Columbus, GA will provide striping at 4.94% (\$23,555.00) of the total contract amount.

9. Council is asked to approve a Contract to Purchase Parts and Labor for Bearing Assemblies, Clarification Equipment, and Pumping Equipment for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Evoqua Water Technologies, LLC, as a Sole Source in the amount not to exceed \$100,000.00. The vendor is located in Waukesha, WI. – *Approved*

Funding Source: Utilities Metro Wastewater Plant - Machinery and Equipment - Capital (5516208-658300). The original budget amount is \$100,000.00.

10. Council is asked to approve a Professional Services Agreement to Provide Compliance Training Services for the Metro Wastewater Treatment Plant Industrial Pre-treatment Program and Stormwater Program, as requested by Columbia Water. Award to Black & Veatch Corporation, in the amount of \$101,449.00. The firm is located in Columbia, SC. – *Approved*



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Funding Source: Wastewater Compliance - Professional Services (5516231-636600). The original budget amount is \$101,449.00.

11. Council is asked to approve a Professional Services Agreement for Project WM4140; Horseshoe Booster Pump Station Improvements, as requested by Columbia Water. Award to AECOM Technical Services, Inc. in the amount of \$328,990.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Project - Capital Project Costs - Engineering Services/Horseshoe Pump/Improvements (5529999-658650-WM414001). The original budget amount is \$328,990.00.

This is a Mentor Protégé Program Project. AECOM Technical Services, Inc. is the mentor and will provide project plans and specification services at 80.00% (\$263,192.00) of the total contract amount. Atlantic South Consulting Services, LLC, a Minority Business Enterprise located in Columbia, SC, is the protégé and will provide surveying, permitting services, construction administration, and construction observation at 20.00% (\$65,798.00) of the total contract amount.

12. Council is asked to approve a Reimbursement for an 8" Sewer Main Extension Project to Serve 401 Heyward Street, as requested by Columbia Water. Award to PMC Property Group in the amount of \$355,124.00, upon completion of construction. The vendor is located in Columbia, SC. – *Approved*

Funding Source: Sewer CIP FY 21/22 CIP (SS728801 Unforeseen & Miscellaneous Projects). The original budget amount is \$355,124.00.

13. Council is asked to approve Contract Amendment #8 for Project WM4326; Water Tank Repainting and Maintenance Services, as requested by Columbia Water. Award to Utility Service Company, Inc. in the amount of \$615,184.00. The firm is located in Perry, GA. – *Approved*

Funding Source: Utilities Columbia Canal WTP (5516206-WM432601-638305) \$453,611.00 and Utilities Lake Murray Water Plant (5516207-WM432601-638305) \$161,573.00. The original budget amount is \$100,985.00. The budget amount for amendments 1-7 is \$2,750,712.00. The budget amount for this amendment is \$615,184.00. The total revised budget amount is \$3,365,896.00.

Utility Service Company, Inc. is the prime contractor and will provide renovation, painting, and preventative maintenance services at 67.81% (\$417,184.00) of the amendment amount.

The following subcontractors will provide additional services:

Nordic Tank & Tower, Inc. of Menahga, MN will provide blast/paint labor services at 12.03% (\$74,000.00) of the amendment amount.



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Semper Fi Steel of La Grange, KY will provide blast/paint labor services at 10.08% (\$62,000.00) of the amendment amount.

Carolina Tank Maintenance, LLC of Madison, NC will provide blast/paint labor services at 10.08% (\$62,000.00) of the amendment amount.

14. Council is asked to approve a Professional Services Agreement for the Assembly Street Roadway Rehabilitation and Safety Enhancements between Pendleton Street and Lady Street, as requested by Columbia Water. Award to Mead and Hunt in the amount of \$665,900.00. The firm is located in Lexington, SC. – *Approved*

Funding Source: Streetscaping Control - Assembly Street Corridor - Capital Project Costs (4139999-CP002003-658650). The original budget amount is \$665,900.00.

Mead & Hunt is the prime consultant and will provide preliminary design and data collection services at 70.01% (\$466,175.00) of the total contract amount.

The following subconsultants will provide additional services:

Chao & Associates, a Minority Business Enterprise located in Columbia, SC, will provide civil engineering services at 15.00% (\$99,885.00) of the total contract amount.

F&ME Consultants of Columbia, SC will provide geotechnical services at 3.99% (\$26,600.00) of the total contract amount.

Vaughn & Melton of Columbia, SC will provide subsurface utility engineering services at 6.00% (\$39,950.00) of the total contract amount.

Grimball Cotterill & Associates of Columbia, SC will provide landscape architecture services at 4.00% (\$26,630.00) of the total contract amount.

New South Associates, a Minority Business Enterprise (W) located in Columbia, SC, will provide cultural resource services at 1.00% (\$6,660.00) of the total contract amount.

ORDINANCE - FIRST READING

15. Ordinance No.: 2022-009 Authorizing the City Manager to execute a Ninth Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC – *Approved on first reading.*



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Upon a motion made by Mr. Taylor and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2022-009 Authorizing the City Manager to execute a Ninth Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC.

EVENT RESOLUTIONS

16. Resolution No.: R-2022-008 - Authorizing consumption of beer and wine only at Live on Lincoln Fundraiser for the Arts on Sunday, April 24, 2022 with a rain contingency date of Sunday, May 1, 2022 – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2022-008 - Authorizing consumption of beer and wine only at Live on Lincoln Fundraiser for the Arts on Sunday, April 24, 2022 with a rain contingency date of Sunday, May 1, 2022.

17. Resolution No.: R-2022-009 - Authorizing consumption of beer and wine only at Artista Vista Crafty Feast on Sunday, April 24, 2022 – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2022-009 - Authorizing consumption of beer and wine only at Artista Vista Crafty Feast on Sunday, April 24, 2022.

18. Resolution No.: R-2022-010 - Authorizing consumption of beer and wine only at the Columbia Food and Wine Festival in the 1600 block of Blanding Street on Sunday, April 3, 2022 – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2022-010 - Authorizing consumption of beer and wine only at the Columbia Food and Wine Festival in the 1600 block of Blanding Street on Sunday, April 3, 2022.

19. Resolution No.: R-2022-011 - Authorizing consumption of beer and wine only at the 2022 First Annual Artistic Showcase Festival at Maxcy Gregg Park, 1651 Park Circle on Saturday, April 9, 2022, with a rain contingency date of Saturday, April 16, 2022 – *Approved*



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Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2022-011 - Authorizing consumption of beer and wine only at the 2022 First Annual Artistic Showcase Festival at Maxcy Gregg Park, 1651 Park Circle on Saturday, April 9, 2022, with a rain contingency date of Saturday, April 16, 2022.

20. Resolution No.: R-2022-014 - Authorizing consumption of beer and wine only at the Rocky Shoals Spider Lily Happy Hours at Saluda Riverwalk, 650 Candi Lane on Tuesdays, March 15, 22, 29, April 5, 12, 19, 26, May 3, 10, 17, 24 and 31, 2022 with rain contingency dates of Thursdays, March 17, 24, 31, April 7, 14, 21, 28, May 5, 12, 19, 26 and June 2, 2022 – *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2022-014 - Authorizing consumption of beer and wine only at the Rocky Shoals Spider Lily Happy Hours at Saluda Riverwalk, 650 Candi Lane on Tuesdays, March 15, 22, 29, April 5, 12, 19, 26, May 3, 10, 17, 24 and 31, 2022 with rain contingency dates of Thursdays, March 17, 24, 31, April 7, 14, 21, 28, May 5, 12, 19, 26 and June 2, 2022.

21. Resolution No.: R-2022-015 - Authorizing consumption of beer and wine only at the Columbia Food and Wine Festival – Mixer on Main Satellite Event at Boyd Plaza, 1515 Main Street on Thursday, March 31, 2022 – *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2022-015 - Authorizing consumption of beer and wine only at the Columbia Food and Wine Festival – Mixer on Main Satellite Event at Boyd Plaza, 1515 Main Street on Thursday, March 31, 2022.

OTHER MATTERS

22. Council is asked to approve the Installation of 17 Street Lights within the Belvedere Community, as requested by the Public Works Department. Award to Dominion Energy in the amount of \$2,021.64. – *Approved*

Funding Source: Traffic Engineering – Electric and Gas (1013205-632000).

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the installation of 17 street lights within the Belvedere Community, as requested by the Public Works Department.



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Councilor McDowell took a moment of personal privilege to commend the members of the Belvedere Community led by neighborhood president Ms. Diane Wiley for working with the city to make this happen in their community. Thank you for your leadership.

23. Non-Profit Stabilization Assistance Requests - Ms. Missy Caughman, Budget, Program Management, and Grants Director – *Deferred*

APPOINTMENT OF CITY COUNCIL MEMBERS TO SPECIAL COMMITTEES, TASK FORCES, OR COMMISSIONS

24. Advisory Committee on Equality – *Deferred to Committee.*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to refer the Advisory Committee on Equality to the Administrative Policy Committee for the development of policies, procedures, and a structure for the committee.

25. Affordable Housing Task Force – *Approved*

Upon a motion made by Mr. Taylor and seconded by Mr. McDowell, Council voted unanimously to approve the appointment of The Honorable Tina N. Herbert as chair to lead the Affordable Housing Task Force through the submission of a report and recommendations to City Council.

26. Columbia - Fort Jackson Joint Committee on Cooperation – *Approved*

Upon a motion made by Mayor Rickenmann and seconded by Mr. McDowell, Council voted unanimously to approve the appointment of The Honorable Joe E. Taylor, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable William Brennan to the Columbia-Fort Jackson Joint Committee on Cooperation.

Mayor Rickenmann expressed the desire to have a future conversation about the appointment of a chair for this committee.

27. Council Legislative Committee – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to approve the appointment of The Honorable Joe E. Taylor, Jr. and The Honorable Aditi Bussells to the Council Legislative Committee.



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28. Richland County - City of Columbia Committee – *Approved*

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to approve the appointment of The Honorable Tina N. Herbert, The Honorable William Brennan, and The Honorable Aditi Bussells to the Richland County-City of Columbia Committee.

29. Task Force to Prevent and End Homelessness – *Approved*

Upon a motion made by Mr. Taylor and seconded by Mayor Rickenmann, Council voted unanimously to approve the appointment of The Honorable Aditi Bussells as chair, The Honorable Edward H. McDowell, Jr. as a member, and The Honorable William Brennan as a member of the Task Force to Prevent and End Homelessness.

Mayor Rickenmann stated the desire to have the committee provide all recommendations to Council in 180 days.

30. Tax Modernization Committee – *Approved*

Upon a motion made by Mayor Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve the appointment of The Honorable Joe E. Taylor, Jr. as interim chair and The Honorable Edward H. McDowell, Jr. as a member to the Tax Modernization Committee.

APPOINTMENT OF CITY COUNCIL MEMBERS TO EXTERNAL BOARDS OR COMMISSIONS

31. Capital City Lake Murray Country Regional Tourism Board – *Deferred*

Councilor Taylor asked if a designee can be appointed instead of a Council member.

Mayor Rickenmann said we need to submit a formal request to the board. We can defer the appointment until we get clarity.

32. Central Midlands Council of Governments – *Approved*

Upon a motion made by Mr. Taylor and seconded by Ms. Herbert, Council voted unanimously to approve the appointment of The Honorable Joe E. Taylor, Jr. and The Honorable Howard E. Duvall, Jr. to the Central Midlands Council of Governments.



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33. Central Midlands Regional Transit Authority (The COMET) – *Approved*

Upon a motion made by Mr. Brennan and seconded by Ms. Bussells, Council voted unanimously to approve the appointment The Honorable Tina N. Herbert to the Central Midlands Regional Transit Authority.

34. Columbia Museum of Art – *Approved*

Upon a motion made by Ms. Herbert and seconded by Mr. Taylor, Council voted unanimously to approve the appointment of The Honorable Aditi Bussells as liaison to the Columbia Museum of Art.

35. River Alliance – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Taylor, Council voted unanimously to approve the appointment of The Honorable Daniel J. Rickenmann to the River Alliance.

CITY COUNCIL COMMITTEE REFERRALS / REPORTS

No reports or referrals were made at this time.

PUBLIC INPUT

Ms. Diane Wiley, Belvedere Community President thanked Council for approving the installation of 17 street lights within the Belvedere Community. She expressed her desire to participate in the opportunities available for citizens to join committees.

Dr. Germon Miller, R.I.C.H Program President said we have reached our 10th anniversary of the peace pledge that was signed by what is referred to as street level associations in Pacific Park. I can proudly say that none of our members who signed the peace pledge have been incarcerated or involved in violence among other young men. In the spirit of Black History Month, I would like to thank Mayor Rickenmann and Council with a little token of our appreciation for all that you do.

Mayor Rickenmann thanked Dr. Miller for all she continues to do in the community.



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**COLUMBIA CITY COUNCIL MEETING MINUTES
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EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to enter into Executive Session at 5:54 p.m. for the discussion of **Item 36** and **37**, as amended.

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

COVID-19

37. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2)

Alex Smith v. City of Columbia

ADJOURNMENT

The meeting was adjourned at 6:22 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

MEETING DATE: March 1, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Empowering Our Residents, Innovative & High Quality Municipal Services



We Are Columbia

MEETING DATE: March 1, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Introduction to Procurement and Contracts

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Innovative & High Quality Municipal Services, Planning
Together

PURPOSE:

- Update - Ms. Sandra Middleton, Director of the Procurement and Contracts Department, CPPB, Director/Purchasing Agent
- Compliance Program Integration - Ms. Melissa Lindler, Director of the Office of Business Opportunities



We Are Columbia

MEETING DATE: March 1, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve a Contract to Purchase two 2022 RAM 1500 Quad Cab 4x4 Trucks for Columbia Water, as requested by the Fleet Services Division on January 26, 2022. Award to Performance Chrysler Dodge Jeep Ram using the SC State Contract in the amount of \$72,643.00. The vendor is located in Clinton, NC.

REQUISITION NO.: R214831

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Water Distribution and Maintenance - Auto, Trucks, Heavy Equipment - Capital (5516203-658500). The original budget amount is \$72,643.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** Performance CDJR Contract for Vehicle Purchase (PDF)
- **#b:** Chart (PDF)



CONTRACT FOR GOODS AND SERVICES

This Contract is being awarded under State Contract #4400027194.

PURPOSE – This Contract 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 Performance CDJR with legal address and principal place of business at 605 Warsaw Road, Clinton, NC 28328 (hereinafter referred to as the “Contractor”), for the purchase of two 2022 RAM 1500 Quad Cab 4x4.

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

1. **SUPPLEMENTAL OR ADDITIONAL GOODS AND SERVICES** – The City may require supplemental or additional goods from the Contractor or recommended by the Contractor and approved by the City in writing.

The Contractor must obtain written approval from the City for any supplemental or additional goods and services prior to delivery. If the Contractor fails to obtain prior written approval for delivery, the City is under no obligation to compensate the Contractor for the goods and services received.

2. **TERM OF CONTRACT** – The term of the Contract is the date of the Notice to Proceed and a valid Purchase Order from the City of Columbia.
3. **SCHEDULE FOR DELIVERY OF GOODS** – The Contractor shall deliver any and all goods purchased in this Contract under the direction of Fleet Services.
4. **COMPENSATION** – (See Exhibit A)
 - A. The compensation to be paid by the City to the Contractor under this Agreement, in an amount of Seventy-Two Thousand, Six Hundred Forty-Three Dollars and Zero Cents, (\$72,643.00).
 - B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance

of the goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

5. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO STATE CONTRACT #4400027194.**

Contractor agrees, under the terms as outlined in the quote and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or services necessary to complete the said project.

6. **MISCELLANEOUS**

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

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor 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 Contractor 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

Contractor 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 Contractor.

- F. This Agreement represents the entire agreement between the City and the Contractor 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 Contractor.

- G. The failure of either the Contractor 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.
- J. The Contractor acknowledges, for itself and its Subcontractor, 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 Contractor 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 Contractor 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 Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor 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 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 Non-Discrimination in Contracting Policy. The Contractor 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 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.

City of Columbia and Performance CDJR

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

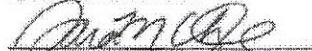
CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

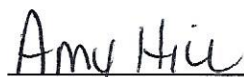
APPROVED AS TO FORM



Legal Department City of Columbia, SC

PERFORMANCE CDJR

2.09.2022



Print



Signature

Date: 2-11-22

List of Exhibits

Exhibit A – Quote and Specification

V015070

5516203-658500-

07100

PERFORMANCE**AUTOMOTIVE****DODGE****Jeep****RAM****Vehicle Price Worksheet**

NAME: **City of Columbia**

Make: **RAM** Model: **1500 Quad** Date: **1/24/2022**

Model: **2022 RAM 1500 Quad Cab - SC 4400027194** Year: **2022**

VIN#: _____ Stock #: _____

Salesman: **Govt - AH** Miles: **0**

Vehicle Pricing:Market Price: \$ **40,345.00**Sales Price: \$ **35,821.50**

Government Concessions:

-	-
---	---

Final Base Vehicle Pricing: \$ **35,821.50****Upfit/Accessory Pricing**

2022 RAM 1500 Quad Cab - SC 4400027194	\$ -
Total Body Cost:	\$ -
Total Vehicle Cost:	\$ 35,821.50

Trade In Allowance:

0	\$ -
Less: Payoff:	\$ -
Trade Equity:	\$ -

Net Due Prior to Taxes: \$ **35,821.50**

Dealer Doc Fee: _____

License Fees: _____

Infrastructure Maintenance Fee **Pd Direct by Agency**

Cash Downpayment: \$ -

Net Vehicle Cost: \$ **35,821.50 ***Total for 2 vehicles this spec \$ **71,643.00****Prices good until Model Year Cutoff- anticipated Spring 2022**

605 Warsaw Road * Clinton, North Carolina 910-592-5337



PROCUREMENT SERVICES

2017.04.13.0001

Contract Search

[Help](#)

4400027194

Search

Clear

Show current active contracts only: ☒Show statewide contracts only: ☐Show minority businesses only: ☐

One Contract found.

Contract #	Bid Inv. #	Bid Invitation	Vendor Number	Vendor Name	Minority Status	Validity Start	Validity End
 4400027194	5400021774	STC FOR PICKUP TRUCKS	7000241847	PERFORMANCE CDJR		11/01/2021	10/31/2023

matched keyword "4400027194" on contract number

This site includes all statewide term contracts available for use by all state agencies as well as contracts awarded by the Procurement Services Division on behalf of an individual agency.

Under state procurement law, individual agencies have authority to conduct some procurement activity, typically for smaller purchases. Currently many of these contracts are not part of this database because not all agencies have transitioned to the S.C. Enterprise Information System. If you cannot find the information your are seeking or have other questions, please call (803) 737-0600 for more information.

Public sector buyers are reminded that not all contracts listed on this site are available for all governmental entities.

For more information on state procurement laws and regulations, go to www.mmo.sc.gov/PS/PS-index.phtml

We respectfully request Council's approval for this purchase using the State Contract # 4400027194 Vendor, Performance CDJR at the following cost.

Two 2022 RAM 1500 Quad Cab 4x4		
Base Price	\$	35,821.50
SC State Taxes	\$	500.00
X 2 Trucks	\$	36,321.50
PO Total	\$	72,643.00

Sec. 2-204.-Item (9) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article:
When purchasing through State Contracts.



We Are Columbia

MEETING DATE: March 1, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve a Contract to Purchase 28 Rocket Mobile Routers for the Columbia Police Department Vehicles, as requested by the Fleet Services Division on October 27, 2021. Award to Utility Associates, Inc., using the SC State Contract in the amount of \$99,792.00. The vendor is located in Tucker, GA.

REQUISITION NO.: R213755

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement - Computer Equipment/Hardware (6308972-627500). The original budget amount is \$99,792.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** Utility Associates Inc_Contract of Goods (PDF)
- **#b:** Chart (PDF)



CONTRACT FOR GOOD OR SERVICE

This Contract is being awarded under State Contract #4400021612.

PURPOSE – This Contract 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 Utilities Associates, Inc. with legal address and principal place of business at 1484 Brockett Road Suite 200, Tucker GA 30084 (hereinafter referred to as the “Contractor”), for the purchase of 28 Rocket Lots, AVaiL Web Saas.

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

1. **SUPPLEMENTAL OR ADDITIONAL GOODS AND/OR SERVICES** – The City may require supplemental or additional goods from the Contractor or recommended by the Contractor and approved by the City in writing.

The Contractor must obtain written approval from the City for any supplemental or additional goods and/or services prior to delivery. If the Contractor fails to obtain prior written approval for delivery, the City is under no obligation to compensate the Contractor for the goods and/or services received.

2. **TERM OF CONTRACT** – The term of the Contract is the date of the Notice to Proceed and a valid Purchase Order from the City of Columbia.
3. **SCHEDULE FOR DELIVERY OF GOODS** – The Contractor shall deliver any and all goods purchased in this Contract under the direction of Fleet Services.
4. **COMPENSATION** – (See Exhibit A)
 - A. The compensation to be paid by the City to the Contractor under this Agreement, in an amount of Ninety-Nine Thousand, Seven Hundred Ninety-Two Dollars and Zero Cents, (\$99,792.00).
 - B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance

of the goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

5. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO STATE CONTRACT #4400021612.**

Contractor agrees, under the terms as outlined in the quote and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or services necessary to complete the said project.

6. **MISCELLANEOUS**

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

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor 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 Contractor 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

City of Columbia and Utilities Associates, Inc.

Contractor 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 Contractor.

- F. This Agreement represents the entire agreement between the City and the Contractor 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 Contractor.

- G. The failure of either the Contractor 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.
- J. The Contractor acknowledges, for itself and its Subcontractor, 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 Contractor 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 Contractor 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 Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor 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 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 Non-Discrimination in Contracting Policy. The Contractor 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 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.

City of Columbia and Utilities Associates, Inc.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness Teresa Wilson, City Manager Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

UTILITY ASSOCIATES, INC.

2.16.2022

Print Signature Date: _____

City of Columbia and Utilities Associates, Inc.

List of Exhibits

Exhibit A – Quote



Sales Estimate

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer Columbia SC Police
Date 10/19/2021
Sales Quote# 131479
Expires 3/31/2022
Sales Rep Blake, Dahlia
PO#
Terms Net 30

Bill To

Billing
Frieda Bates
Columbia SC Police
Frieda.Bates@columbiasc.gov

Ship To

Michael Paul
1136 Washington Street
2nd Floor, Suite 202/204
Columbia SC 29204

Item	Description	Quantity	Price Each	Amount
IOTCOM-S-4005	AVaiL Web SaaS for Rocket IoT Communications - 5 Years	28	\$1,800.00	\$50,400.00
IOTCOM-H-4001-X5	Rocket IoT Communications Hardware Bundle	28	\$1,500.00	\$42,000.00
BW-H-4001-X5	Bodyworn Hardware Bundle(Includes Smart Holster Sensor)	1	\$1,200.00	\$1,200.00
BW-S-4005	AVaiL Web SaaS and Warranty and 24/7 Technical Support for BodyWorn - 5 Years	1	\$4,950.00	\$4,950.00
DISCOUNT	Extended Test Trial Discount	1	(\$6,150.00)	(\$6,150.00)
Description	Description Note: SC State Contract Award 4400021612 – Utility Associates, State Vendor ID 7000238298			
Third Party / Customer Installation	Installation will be conducted via certified up-fitter / Customer at the Department's expense.			
Signature Line	Signature:_____			
	Name:_____			
	Date:_____			
	PO:_____			
			Subtotal	\$92,400.00
			Sales Tax (0%)	\$0.00
			Total	\$92,400.00

This transaction is subject to the terms and conditions laid forth in UA's Customer Service Agreement. See <https://www.bodyworn.com/service-agreement> for additional details.

Please forward all inquiries to insidesales@utility.com



PROCUREMENT SERVICES

Contract 4400021612
[Back to Initial Screen](#)
Validity Start 09/04/2019

Validity End 09/03/2024

Target Value \$ 4,500,000.00

Bid Invitation [5400014480](#)
Contract Notes
Vendor 7000238298

Vendor Address UTILITY ASSOCIATES INC
250 E PONCE DE LEON AVE STE 700
DECATUR GA 30030

District DEKALB

E-mail
Telephone (404) 816-0300

Fax Number
Minority Status Not Applicable

Vendor Contacts

3 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
HAVICE, AMANDA	Primary Contact	(404) 816-0300	ahavice@utility.com
JOHNSON, JEFF	RFP COORDINATOR	(404) 816-0300	jjohnson@utility.com
MILLER, RACHEL	INSIDE SALES	(404) 816-0300	orders@utility.com

Attachments

One Attachment found.

Attachment Title	Date/Time Posted
ITA.docx	08/23/2019 09:57:21 AM

Contract Items

3 Items found, displaying all Items.

Item Pricing

- 00001 Lot 1: Body Camand In-Car Video and SaaS
Material Group: 68077 - radar instruments, traffic enforcement type (including laser speed measuring, ranging devices and radar instruments equipped w/cam)
Agency: Statewide
- 00002 Lot 2: Body Camera Video System and SaaS
Material Group: 68077 - radar instruments, traffic enforcement type (including laser speed measuring, ranging devices and radar instruments equipped w/cam)
Agency: Statewide
- 00003 Product List
Material Group: 68077 - radar instruments, traffic enforcement type (including laser speed measuring, ranging devices and radar instruments equipped w/cam)
Agency: Statewide

[Back to Initial Screen](#)

We respectfully request Council's approval for this purchase using the State Contract # 4400021612 Vendor, Utility Associates, Inc., at the following cost.

Twenty-eight Rocket Lots, AVaiL Web Saas	
Base Price	\$ 98,550.00
Extended Test Trial Discount	\$ (6,150.00)
SC State Taxes (8%)	\$ 7,392.00
PO Total	\$ 99,792.00

Sec. 2-204.-Item (9) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article:
When purchasing through State Contracts.



We Are Columbia

MEETING DATE: March 1, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a Contract to Purchase a Unitized Air Purification System Fill Station for the Columbia Fire Department, as requested by the Fleet Services Division on October 22, 2021. Award to Safe Air Systems, as a Sole Source in the amount of \$81,300.24. The vendor is located in Randleman, NC.

REQUISITION NO.: R213707

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement - Auto, Trucks Heavy, Equipment - Capital (6308972-658500). The original budget amount is \$81,300.24.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

BACKGROUND:

This Air Purification Station System is used to fill our Self-contained Breathing Apparatus (SCBA) cylinders. It is an integral part of our daily operations, when it comes to our personnel safety in an Immediately Dangerous to Life or Health (IDLH).

We are needing to replace this unit because of the following:

- The unit that we currently have was installed in 2014.
- In 2018, we had to do a complete rebuild of the unit.
 - At that time of rebuild, it had a 1000hrs of usage. It could not be repaired and had to be rebuilt.
- We are reaching 800 more hours on this unit for a total of 1800 hours. We are now having to repair this unit 3 to 4 times per year.
- This unit is located at our Training Grounds, which receives 10x's more use than the other units place throughout our system.
 - We conduct recruit classes there.
 - We conduct required annual and continual training for the entire department.
 - All volunteer training is conducted at this site.

- We are forecasting our needs based on the uptick in repair cost of this crucial piece of equipment and the likely hood of another rebuild or end of life situation.
 - This equipment is necessary for our department to execute it daily duties and provides air needed when our personnel enters into a IDLH atmosphere.
- The old unit will be strategically place in our system to reduce drive time for our units after an emergency event in an IDLH atmosphere.

Aubrey D. Jenkins, Fire Chief

ATTACHMENTS:

- **#a:** Safe Air Systems - Sole Source Agreement (PDF)

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 Safe Air Systems 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 and valid until June 30, 2022. 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 Eighty-One Thousand, Three Hundred dollars and 24/100, (\$81,300.24) 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: _____

Title: City Manager

Date: _____

By: Ruby Lee

Witness

WITNESS

Safe Air Systems Inc.

SIGN HERE

By: Mark PillerTitle: General ManagerDate: 2/14/2022

Exhibit A

Requisition # R213707JUSTIFICATION 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 Columbia Fire Department Division,
(1)
a Bauer Unitized Air Purification System Fill Station -6000 psi
(2)

as a sole source procurement from Safe Air Systems
(3)

based upon the following justifications Safe Air Systems is the only authorized Bauer
(4)
sales and service distributor with a physical address in North Carolina and South Carolina.

Safe Air Systems has factory trained technicians to assist with any service related situation.

This Bauer make and model has been specifically chosen by the Columbia Fire Dept
to meet their needs.

This sole source is valid through June 30, 2022

Amount \$

\$81,300.24
81,290.00

Fleet Services

Department

Signature of Department Head

Date

Signature of Purchasing Agent

Date

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

Signature of Finance Director

Date

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)

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.

 Quality. Our DNA

October 12, 2021
Ref. Authorized Dealer

Good Afternoon,

Please accept this letter as written confirmation that Safe Air Systems is the only Authorized Bauer Sales and Service Distributor for the Municipal Fire Market that has a physical address in their area of primary responsibility of North and South Carolina.

This authorization pertains to sales and service of Bauer Compressors and Accessories for the Municipal Fire Market as well as the Breathing Air Market in general. Safe Air is able to offer not only sales; but service as well in the form of installation, start-up & training, maintenance contracts and other types of after-sales service. In addition, Safe Air takes pride in the using of only Genuine Bauer Replacement Parts and Consumables.

Safe Air Systems has Bauer Authorized Factory Trained Technicians on staff to assist with any service related situation. I am certain you will find the staff at Safe Air Systems not only extremely capable and knowledgeable but also eager to be of assistance.

This appointment is valid thru close of business day October 12, 2022

If I may be of further assistance, please let me know.

With Very Best Regards,

BAUER COMPRESSORS, INC.

Joseph Lyons

Joseph Lyons
Regional Sales Manager, Breathing Air Products
Office 757-857-8758
Mobile 757-759-4251
Email joe.lyons@bauercomp.com





a Subsidiary of Breathing Air Systems

210 LABRADOR DR.
RANDELMAN, NC 27317

SALES & SERVICE CENTERS

SALES@SAFEAIRSYSTEMS.COM | SERVICE@SAFEAIRSYSTEMS.COM

OHIO - CORP HQ
614.864.1235

INDIANA/KENTUCKY
614.986.1025

NORTH CAROLINA
336.674.0749

PENNSYLVANIA
412.564.5756

FLORIDA
352.629.7712

MICHIGAN
517.786.4060

TENNESSEE
423.634.3184

ILLINOIS
217.768.4408



8855 E BROAD ST
REYNOLDSBURG, OH 43068

WWW.BREATHINGAIR.COM | WWW.SAFEAIRSYSTEMS.COM

THE NATION'S LARGEST DISTRIBUTORS OF BAUER COMPRESSORS

Quote

Page 1 of 3

Safe Air Systems
8855 E Broad Street
Reynoldsburg OH 43068
United States

Requested By: PAUL BAUST
Title:
Email:
Phone: (803) 545-3707

Date 12/13/2021
Quote # QUO-NC1580
Customer ID 613105
Expires 02/28/2022
Terms Net 30
Shipping Method LTL Motor Freight
FOB
Est Delivery Time 6 to 8 Weeks

Bill To

ACCOUNTS PAYABLE
COLUMBIA FIRE DEPT LOGISTICS
PO BOX 147
COLUMBIA SC 29204
United States

Ship To

PAUL BAUST
COLUMBIA FIRE DEPT
2740 THE BLVD.
COLUMBIA SC 29209
United States

Sales Rep: Richard Lee
Sales Rep Email: rlee@safeairsystems.com
Sales Rep Phone: (336) 645-8209

A 3% CREDIT CARD CONVENIENCE FEE WILL BE ADDED TO ALL ORDERS AT TIME OF FULFILLMENT FOR ALL CREDIT CARD TRANSACTIONS EXCEEDING \$1,200.00. A WIRE FEE OF \$42.50 WILL BE ADDED TO ALL ORDERS PAID BY WIRE.

Item	Quantity	Description
UN4-25H-E3	1	5 year bumper to bumper warranty on the compressor & fill station. Customer required to us Safe Air Systems / Breathing Air Systems as your service provider for the first 5 years along with air testing for those 5 years. If at anytime you have another company preform any work the warranty would be void.
GT/CO/III	1	Bauer Unitized Air System 6000 psi, 25.2 cfm. charging rate. 150,000 cu ft purification system with SECURUS electronic cartridge monitor. Includes a three position NFPA compliant fill station, Control panel with lexan laminate fill schematic, two ASME storage cylinders, automatic condensate drain system and PLC controller with smart pad operator interface console. Entire electrical assembly is UL LISTED. All in an attractive sound attenuating enclosure. Three phase electric.
UN4/RF/REL-9	1	Electric CO Monitor Complete With Calibration Kit Wired For Alarm And Shutdown. (Calibration Gas Included)
AIRTEST-SINGLE	1	Remote fill hose with 75 ft. hose reel. Includes adjustable regulator - gauge and isolation valve added to a UN4 compressor.
Shop Labor - SAS	2	AIRTEST SINGLE
Travel Labor - SAS	6	Shop Labor - SAS
Field Labor - SAS	4	Travel Labor - SAS
		Field Labor - SAS
THIS QUOTE IS FOR BAUER UNICUS 4 COMPRESSOR AND IT INCLUDES THE FOLLOWING ITEMS.		



a Subsidiary of Breathing Air Systems

210 LABRADOR DR.
RANDELMAN, NC 27317

SALES & SERVICE CENTERS
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OHIO - CORP HQ
614.864.1235

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COMPRESSORS

Quote

Page 2 of 3

Safe Air Systems
8855 E Broad Street
Reynoldsburg OH 43068
United States

Date 12/13/2021
Quote # QUO-NC1580
Customer ID 613105

Item	Quantity	Description
		* UNICUS 4 SYSTEM 25 CFM, 6000 PSI, 20 HP 3 PHASE MOTOR, WITH INTERSTAGE GAUGES, AUTO CONDENSATE DRAIN, ELECTRIC MOISTURE MONITOR AND CO MONITOR * 3 POSITION FILL STATION WITH 4 BANK AIR CONTROL PANEL. * (2) 6000 PSI ASME'S ON UNICUS * 100 FT HP SPRING REWIND HOSE REEL INCLUDES INDEPENDENT REGULATED CONTROLS, W/ HOSE AND 6000 PSI FILL ADAPTOR. * ONE-TIME AIR TEST WILL BE PULLED AT TIME OF START-UP OF THE COMPRESSOR SYSTEM. * PRICE INCLUDES DELIVERY & INSTALLATION OF THE COMPRESSOR SYSTEM AT YOUR TRAINING LOCATION. UNIT TO BE INSTALLED IN A CONEX BOX WITH AC & HEAT WITH VENTELATION FOR THE AREA. *** CUSTOMER TO PROVIDE FORKLIFT IF NEEDED FOR OFF LOADING AND PLACEMENT OF THE NEW UNICUS 4 SYSTEM INTO THE CONEX BOX. *** CUSTOMER TO SUPPLY SUITABLE ELECTRICAL SUPPLY FOR THE COMPRESSOR SYSTEMS THAT INCLUDE WALL MOUNT DISCONNECT AND PIGTAIL (PIGTAIL CONSIST OF 10 FT OF FLEX CONDUIT AND 18 FT OF WIRE). SAS WILL MAKE FINAL CONNECTION TO THE UNIT. *** OPTIONAL EQUIPMENT CRANKCASE HEATER FOR COMPRESSOR \$1,149.00 PLUS TAXES.



a Subsidiary of Breathing Air Systems

210 LABRADOR DR.
RANDELMAN, NC 27317

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COMPRESSORS

Quote

Page 3 of 3

Safe Air Systems
8855 E Broad Street
Reynoldsburg OH 43068
United States

Date 12/13/2021
Quote # QUO-NC1580
Customer ID 613105

Item	Quantity	Description

Subtotal	74,333.00
Shipping Cost (LTL Motor Freight)	945.00
Tax Total	6,012.00
Total	\$81,290.00

ALL QUOTES ARE VALID FOR A MAXIMUM OF 30 DAYS.

PAYMENT TERMS: PAST DUE INVOICES ARE SUBJECT TO LATE CHARGES AT THE RATE OF 1.5% PER MONTH (ANNUAL 18%).

SHIPPING CHARGES WILL BE ADDED WHEN ORDERS ARE FULFILLED.

ALL PARTS RETURNS OR EXCHANGES MUST BE COMPLETED WITHIN 45 DAYS FROM INVOICE DATE. ALL RETURNS REQUIRE A RETURN MERCHANDISE AUTHORIZATION. ALL RETURNS ARE SUBJECT TO A 15% RESTOCKING FEE.

NOTE: PAYMENTS BY CREDIT CARD WILL INCUR A CONVENIENCE FEE TOTALING 3.0% OF THE INVOICE TOTAL ON ALL TRANSACTIONS EXCEEDING \$1,200.00.

Quote Approved By: _____ (Print Name)

Approved By Signature: _____



QUO-NC1580



We Are Columbia

MEETING DATE: March 1, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve a Contract to Purchase a 2022 Cab & Chassis Versalift Bucket Truck with Chipper Body for the Forestry and Beautification Division, as requested by the Fleet Services Division on October 26, 2021. Award to Carolina International Trucks, using the Sourcewell Cooperative Contract in the amount of \$150,362.50. The vendor is located in Columbia, SC.

REQUISITION NO.: R213729

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$150,362.50.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** Carolina International - Contract for Vehicle Purchase (PDF)
- **#b:** Chart (PDF)



CONTRACT FOR GOODS AND SERVICES

This Contract is being awarded using Sourcewell Contract #060920-NVS.

PURPOSE – This Contract 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 Carolina International Trucks, with legal address and principal place of business at 1619 Bluff Road, Columbia, SC 29201 (hereinafter referred to as the “Contractor”), for the purchase of a 2022 International CV515 Cab and Chassis with Versalift SST- 40-EIH Metro Bucket with Chipper Body.

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

1. **SUPPLEMENTAL OR ADDITIONAL GOODS AND SERVICES** – The City may require supplemental or additional goods from the Contractor or recommended by the Contractor and approved by the City in writing.

The Contractor must obtain written approval from the City for any supplemental or additional goods and services prior to delivery. If the Contractor fails to obtain prior written approval for delivery, the City is under no obligation to compensate the Contractor for the goods and services received.

2. **TERM OF CONTRACT** – The term of the Contract is the date of the Notice to Proceed and a valid Purchase Order from the City of Columbia.
3. **SCHEDULE FOR DELIVERY OF GOODS** – The Contractor shall deliver any and all goods purchased in this Contract under the direction of Fleet Services.
4. **COMPENSATION** – (See Exhibit A)

A. The compensation to be paid by the City to the Contractor under this Agreement, in the amount of One Hundred Fifty Thousand, Three Hundred Sixty-Two Dollars and Fifty Cents, (\$150,362.50).

B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices

City of Columbia and Carolina International Trucks

stipulated on the contract at the time the order is placed, after delivery and acceptance of the goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

5. **SPECIFIC TERMS AND CONDITIONS PURSUANT TO SOURCEWELL CONTRACT #060920-NVS**

Contractor agrees, under the terms as outlined in the quote and at his/her/their own proper cost and expense, to furnish the goods as specified to include, but may not be limited to any other standard and specialized equipment and components as outlined in Exhibit A (2022 International CV515 Chassis Specifications) - Carolina International and Exhibit B (Customization specifications) – Versalift Forestry.

6. **MISCELLANEOUS**

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

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor 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 Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County,

City of Columbia and Carolina International Trucks

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 Contractor 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 Contractor.

- F. This Agreement represents the entire agreement between the City and the Contractor 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 Contractor.

- G. The failure of either the Contractor 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.
- J. The Contractor acknowledges, for itself and its Subcontractor, 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,

City of Columbia and Carolina International Trucks

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 Contractor 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 Contractor 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 Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor 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 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 Non-Discrimination in Contracting Policy. The Contractor 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 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.

City of Columbia and Carolina International Trucks

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC
2.4.2022

CAROLINA INTERNATIONAL TRUCKS

SIGN HERE

Randy Spires Randy Spires
Print Signature

Date: 02-7-2022

City of Columbia and Carolina International Trucks

List of Exhibits

Exhibit A – Itemized Quote and Specification – Carolina International

Exhibit B – Customization Specification – Versalift Forestry



Exhibit A



International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Truck. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:	
Sourcewell Member:		Carolina International Trucks	
Contact:		Randy Spires	
Address:			
City/State/Zip:			
Phone:			
Email:			

Proposal Number
Date
Quantity of this Specification
Single Sourcewell Transaction Total Volume

22580
1/25/2022
1

Chassis			
New 2022 International CV515 Chassis			\$ 58,610.00
Base Chassis List	\$ 48,552.00		
Options List	\$ 10,058.00		
Sourcewell Contract Discount	\$ 8,000.00	\$ (8,000.00)	
Volume Incentive		\$ -	
Freight Cost		\$ 1,700.00	
Material Sur-Charges		\$ 2,500.00	
Chassis Markup (Limited to \$1000)		\$ 1,000.00	
Net Sourcewell Chassis Price		\$ 55,810.00	
Sourcewell Partner Body			
		\$ -	
		\$ -	
	4.00%	\$ -	
Non-Sourcewell Dealer Supplied Body			
Versalift		\$ 87,200.00	
		\$ -	
Handling Fee	5.00%	\$ 4,360.00	
Additional Post Build Work			
Get Ready		\$ 500.00	
Camera		\$ 750.00	
		\$ -	
Handling Fee	5.00%	\$ 62.50	
Tire Surcharges per tire by brand or type			
Front Tires X 2		\$ 60.00	
Rear Tires X 4		\$ 120.00	
Service Contracts			
		\$ -	
		\$ -	
		\$ -	
Additional Freight			
		\$ -	
		\$ -	
Additional Floorplan			
Interest		\$ 1,000.00	
		\$ -	
Additional Fees & Taxes			
IMF		\$ 500.00	
		\$ -	
		\$ -	
Total Sourcewell Customer Price FOB		\$ 150,362.50	

Terms:

2510 Taylor Rd.
Shelby, NC 28152
704.487.7245



QUOTATION

Customer: City of Columbia
Caleb King

Date: 1/26/2022

Quote

Truck Specs

- Supplied by Carolina International on State Contract

Lift Specs

- | | |
|---|--|
| • Versalift Articulating & Telescoping | Model SST40 |
| • S/N TBD | 40ft Platform Height/45ft Working Height |
| • 29ft Side Reach | Dielectrically Insulated Booms |
| • Rotation Continuous 360° | Upper Boom Ratchet Tie Down |
| • One Man Manual Tilt Bucket (350lbs Cap) | Bucket 24" x 24" x 39" Deep |
| • Hyd. Tool Circuit at Bucket | Single Upper Control w/Emergency Stop |
| • Open Center Hyd. System | H-Frame Outriggers with Interlocks |

Body Specs

- | | |
|---|---------------------------------------|
| • 7ft 6in Versalift Chipper Body | S/N TBD |
| • Tool Boxes on Driver & Passenger Side | Pruner Pole box |
| • Box with Shelves and J-Hooks | All Locks Keyed Alike |
| • Cab Guard & Access Steps | Outrigger Pad Holders with Pads |
| • 4 Strobe Lights | Wheel Chock Holders with Chocks |
| • LED Lights | Pintle Hitch |
| • Electric Brake Controller | 6 Pin and 7 RV Trailer Connector |
| • (2) Go lights mounted on bulkhead | Fold away cone holder on front bumper |

FOB Shelby, NC.....\$87,200.00

**Price does not include tax, tag or delivery.

**Included in the price is a body harness, lanyard, fire extinguisher, DOT triangles, wheel chocks, lift manuals

Accepted By: _____ Date: _____

Our Contracting Process



All agreements offered through National IPA have been awarded via a thorough **Request for Proposal (RFP)** competitive solicitation by a public agency (Principal Procurement Agency, PPA). The contracting process is the foundation of National IPA and sets us apart from other cooperatives. In order for even the most restrictive agencies nationwide to realize the best value offered by cooperative procurement, National IPA ensures that industry best practices, processes and procedures are applied.

The Process

1. The Principal Procurement Agency (PPA) prepares a competitive solicitation, incorporating language to make the agreement accessible nationally to agencies in states that allow intergovernmental (i.e.: "piggyback") contract usage.
2. The PPA issues the solicitation and any required amendments and notifications, and conducts pre-proposal conferences/meetings.
3. Interested suppliers respond to the solicitation.
4. The PPA evaluates the responses, negotiates the final terms and conditions and ultimately awards the master agreement.
5. All documentation is posted on the National IPA website and made available to the public.

National IPA is committed to the integrity of the procurement process. Access to solicitation and award documentation is always available in the Documentation sections of each awarded agreement. No FOIA or special request necessary.

The PPA teams and the National IPA team of certified public procurement officials are available to answer any questions you may have or discuss the process in detail.

The Principal Procurement Agencies

The Principal Procurement Agencies (PPA) who currently solicit and award cooperative contracts available through National IPA are considered some of the best procurement teams in the nation. National IPA is honored to be partnered with the best-of-the-best when it comes to process, procedures and industry leaders.

For a complete listing of current PPAs, [click here](#).

We respectfully request Council's approval for this purchase using the Sourcewell Contract # 060920-NVS Vendor, Carolina International Trucks at the following cost.

International Cab & Chassis with Versalift Metro Bucket with Chipper Body	
Carolina International	\$ 55,810.00
Versalift	\$ 94,052.50
SC State Taxes	\$ 500.00
PO Total	\$ 150,362.50

Sec. 2-204.-Item (10) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article:
When purchasing through cooperative contracts.



We Are Columbia

MEETING DATE: March 1, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve a Contract to Purchase a 2022 Ford F-550 Regular Cab 4x4 with Knapheide Body and Articulating Telescopic Aerial Device with ISO Boom for the Traffic Engineering Division, as requested by the Fleet Services Division on January 12, 2022. Award to Herlong Ford Inc., using the SC State Contract in the amount of \$161,997.80. The vendor is located in Edgefield, SC.

REQUISITION NO.: R214698

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$161,997.80.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** Herlong Ford_Contract for Vehicle Purchase(PDF)
- **#b:** Chart (PDF)



CONTRACT FOR GOODS AND SERVICES

This Contract is being awarded under State Contract #4400027178 and 4400027118.

PURPOSE – This Contract 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 Herlong Ford Inc., with legal address and principal place of business at 775 Augusta Road, Edgefield, SC 29824 (hereinafter referred to as the “Contractor”), for the purchase of a Ford F-550 Regular Cab 4x4 with Knapheide body and articulating telescopic aerial device with ISO boom.

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

1. **SUPPLEMENTAL OR ADDITIONAL GOODS AND SERVICES** – The City may require supplemental or additional goods from the Contractor or recommended by the Contractor and approved by the City in writing.

The Contractor must obtain written approval from the City for any supplemental or additional goods and services prior to delivery. If the Contractor fails to obtain prior written approval for delivery, the City is under no obligation to compensate the Contractor for the goods and services received.

2. **TERM OF CONTRACT** – The term of the Contract is the date of the Notice to Proceed and a valid Purchase Order from the City of Columbia.
3. **SCHEDULE FOR DELIVERY OF GOODS** – The Contractor shall deliver any and all goods purchased in this Contract under the direction of Fleet Services.
4. **COMPENSATION** – (See Exhibit A)

A. The compensation to be paid by the City to the Contractor under this Agreement, in an amount of One Hundred Sixty-One Thousand, Nine Hundred Ninety-Seven Dollars and Eighty Cents, (\$161,997.80).

B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices

stipulated on the contract at the time the order is placed, after delivery and acceptance of the goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

5. SPECIFIC TERMS AND CONDITIONS PURSUANT TO STATE CONTRACT #4400027178 and #4400027118.

Contractor agrees, under the terms as outlined in the quotes and at his/her/their own proper cost and expense, to furnish the goods as specified to include, but may not be limited to any other standard and specialized equipment and components as outlined in Exhibits A and B (Ford F-550 Regular Cab 4x4 with Knapheide body and articulating telescopic aerial device with ISO boom specifications) – Herlong Ford, and Exhibit B (Customization Specifications) – Lee Transport.

6. MISCELLANEOUS

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

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor 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 Contractor 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 Contractor 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 Contractor.

- F. This Agreement represents the entire agreement between the City and the Contractor 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 Contractor.

- G. The failure of either the Contractor 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.
- J. The Contractor acknowledges, for itself and its Subcontractor, 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 Contractor 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 Contractor 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 Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor 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 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 Non-Discrimination in Contracting Policy. The Contractor 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 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.

City of Columbia and Carolina International Trucks

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC
2.4.2022

CAROLINA INTERNATIONAL TRUCKS

 SIGN HERE


Print

Signature

Date: 02-7-2022

City of Columbia and Herlong Ford Inc.

List of Exhibits

Exhibit A – Quote and Specification – Herlong Ford

Exhibit B – Customization Specification and Itemized Quote – Lee Transport

Exhibit A

**HERLONG FORD, INC**

775 AUGUSTA ROAD
EDGEFIELD, SC 29824

BUILT PROUD

DATE:01/12/2022		Ford F-550 Regular Cab 4x4	QUOTE NO.KH2015
PREPARED FOR: City Of Columbia			
CONTACT: Billy Bowers		PHONE: 803-545-3811	william.bowers@columbiasc.gov
<u>SC STATE CONTRACT NO. 4400027178</u>			
STANDARD EQUIPMENT INCLUDES:			
6.7 L V8 Diesel Engine	Frt License Bracket	Vinyl 40/20/40 Bench Seat	
10-Speed Automatic Transmission	Sync Bluetooth	Power Steering	
Air Conditioning	Telescoping Mirrors	Power Brakes	
AM/FM Radio with Bluetooth	Platform Running Boards	Heavy Duty Vinyl Floor	
169" Wheel Base	Roof Clearance Lights		
		Base Price:	\$54,917.80
		Body Handling:	\$1,495.00
Power Equip Group	Adds: Delivery Fee		\$100.00
High Capacity Tow Package	PTO Provision		
Operator Command Regen	Snow Plow Package		
7500# HD Frt Sus	Aft Frame EX		
Engine Block Heater	19,500 # Payload Package		
4.88 Limited Slip	Platform Running Boards		
Lee Transport Quote #GS11192021C			\$104,985.00
(QUOTE VALID FOR 90 Days)			
		Tax:	\$500.00
TOTAL:			\$161,997.80

PREPARED BY: KEVIN HARVILLE | OFFICE: 803-637-3151 | CELL: 706-495-3081

KHARVILLE@HERLONG.NET

Custom Quotation For:

LEE TRANSPORT EQUIPMENT INC.

P.O. BOX 26, 1300 BLUFF R.D.

COLUMBIA, SOUTH CAROLINA 29202

PHONE# 803-799-7860 FAX 803-765-0535

TRUCK BODIES AND TRUCK EQUIPMENT

Personal Contact:

Billy Bowers

Quote # GS-11192021-C

Date: 1/12/2022

Phone # 803-545 3811

Fax#

PRICING:

(South Carolina State Contract for Service Bodies Number #4400027118)

Furnish and install Knapheide #6132D54, 11' full height service body to State Specifications.

\$ 10,445.00

Add options:

Altec model AT40-G telescopic articulating ariel device with ISO boom to Altec spec. #1052001-1.

\$ 94,540.00

Note: Chassis must be ordered with factory PTO, back up camera and ariel unit provision.

Price good for 30 days.

Tax not included.

Insurance: Customers chassis covered with primary coverage insurance while

Price: \$ 104,985.00

in the care and the custody of L.T.E. Product Liability insurance carried.

Special Discount: \$ -

Chassis: 19,500 GVWR Chassis c/A 84" Paint: White

Net Price: \$ 104,985.00

Other Data:

Local Option Tax: \$ -

State Sales Tax:

Total Price: \$ 104,985.00

Tax Exempt No

Terms:

Delivery Date:

Accepted By

Date:

By:

Lee Transport Equipment, Inc.

Greg L Stowers



PROCUREMENT SERVICES

Contract 4400027178

[Back to Initial Screen](#)

Validity Start 11/01/2021

Validity End 10/31/2023

Target Value \$ 510,530.76

Bid Invitation [5400021775](#)

Contract Notes

Vendor 7000178414

Vendor Address HERLONG FORD
775 AUGUSTA RD
EDGEFIELD SC 29824

District EDGEFIELD

Telephone (803) 637-3151 ext 4500

E-mail kharville@herlong.net

Fax Number (803) 637-5698

Minority Status Not Applicable

Home Page <http://www.herlongford.com>

Other URL

Vendor Contacts

3 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
HARVILLE, KEVIN	Primary Contact	(803) 637-3151 ext 4500	kharville@herlong.net
HERLONG, WES	Emergency Contact	(803) 637-3151 ext 4211	wes@herlong.net
HERLONG, WES	GSM	(803) 637-3151 ext 4211	wes@herlong.net

Attachments

One Attachment found.

Attachment Title	Date/Time Posted
Intent to Award.pdf	10/11/2021 03:58:46 PM

Contract Items

One Item found.

Item Pricing

00003 CC-4: CAB & CHASSIS, 16,000 GVWR, DIESEL

Material Group: 07210 - trucks, cab & chassis only

Agency: Statewide

[Back to Initial Screen](#)



PROCUREMENT SERVICES

Contract 4400027118
[Back to Initial Screen](#)
Validity Start 11/01/2021

Validity End 10/31/2023

Target Value \$ 4,369,110.00

Bid Invitation [5400021785](#)
Contract Notes
Vendor 7000050670
Vendor Address LEE TRANSPORT EQUIP INC
1300 BLUFF RD
COLUMBIA SC 29201

District
E-mail jill@leetransport.net
Telephone (803) 799-7860

Fax Number (803) 765-0535

Minority Status Not Applicable

Home Page <http://www.leetransport.net>
Other URL

Vendor Contacts

5 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
BOLAND, CINDY	SALES	(803) 799-7860	cindy@leetransport.net
DRIGGERS, C.J.	SALES	(803) 414-8080	cjdriggers@leetransport.net
GLOVER, JILL	Primary Contact	(803) 799-7860	jill@leetransport.net
STOWERS, GREG	Emergency Contact	(803) 917-0060	gstowers@leetransport.net
STOWERS, GREG	SALES	(803) 799-7860	gstowers@leetransport.net

Attachments

One Attachment found.

Attachment Title	Date/Time Posted
Statement of Award.pdf	10/11/2021 11:32:34 AM

Contract Items

4 Items found, displaying all Items.

Item Pricing

00005	Lot 1 - Dump Bodies
	Material Group: 06530 - dump bodies, hoist subframes, etc.
	Agency: Statewide
00006	Lot 2 - Platform Bodies
	Material Group: 06530 - dump bodies, hoist subframes, etc.
	Agency: Statewide
00007	Lot 3 - Utility Bodies
	Material Group: 06530 - dump bodies, hoist subframes, etc.
	Agency: Statewide
00008	Lot 4 - Slope Bodies
	Material Group: 06530 - dump bodies, hoist subframes, etc.
	Agency: Statewide

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We respectfully request Council's approval for this purchase using the State Contract # 4400027178 and #4400027118 Vendor, Herlong Ford Inc., at the following cost.

Ford F-550 Regular Cab 4x4 with Knapheide Body	
Herlong Ford, Inc.	\$ 56,512.80
Lee Transportation	\$ 104,985.00
SC State Taxes	\$ 500.00
PO Total	\$ 161,997.80

Sec. 2-204.-Item (9) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article:
When purchasing through State Contracts.



We Are Columbia

MEETING DATE: March 1, 2022

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Middleton, Purchasing Agent*

SUBJECT: Council is asked to approve a Contract to Purchase a 2022 Galbreath Hook Lift Truck and Containers for the Solid Waste Division, as requested by the Fleet Services Division on December 2, 2021. Award to Carolina Environmental Systems, using the Sourcewell Cooperative Contract in the amount of \$267,807.60. The vendor is located in Kernersville, NC.

REQUISITION NO.: R214332

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Solid Waste Trash Collection - Auto, Trucks, Heavy Equipment - Capital (1014402-658500). The original budget amount is \$267,807.60.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

BACKGROUND:

The hook lift truck and containers are new additions to the Solid Waste fleet and will be used to provide expanded and more versatile services to our citizens. Most notably, the containers will be deployed during heavy leaf collection or spring clean-up seasons to facilitate yard trash disposal, move in and out periods for Universities and Colleges, and other specialized City projects.

Clint E. Shealy, Assistant City Manager

ATTACHMENTS:

- **#a:** Carolina Environmental Contract for Vehicle Purchase (PDF)
- **#b:** Chart (PDF)



CONTRACT FOR VEHICLE PURCHASE

This Contract is being awarded under Sourcewell Contract #040621-WQI.

PURPOSE – This Contract 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 Carolina Environmental Systems, with legal address and principal place of business at 306 Pineview Drive, Kernersville, NC 27284 (hereinafter referred to as the “Contractor”), for the purchase of a Galbreath Hook Lift Truck.

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

1. **SUPPLEMENTAL OR ADDITIONAL GOODS AND SERVICES** – The City may require supplemental or additional goods from the Contractor or recommended by the Contractor and approved by the City in writing.

The Contractor must obtain written approval from the City for any supplemental or additional goods and services prior to delivery. If the Contractor fails to obtain prior written approval for delivery, the City is under no obligation to compensate the Contractor for the goods and services received.

2. **TERM OF CONTRACT** – The term of the Contract is the date of the Notice to Proceed and a valid Purchase Order from the City of Columbia.
3. **SCHEDULE FOR DELIVERY OF GOODS** – The Contractor shall deliver any and all goods purchased in this Contract under the direction of Fleet Services.
4. **COMPENSATION** – (See Exhibit A)
 - A. The compensation to be paid by the City to the Contractor under this Agreement, in an amount of Two Hundred Sixty-Seven Thousand, Eight Hundred Seven Dollars and Sixty Cents, (\$267,807.60).
 - B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance

City of Columbia and Carolina Environmental Systems

of the goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

5. SPECIFIC TERMS AND CONDITIONS PURSUANT TO SOURCEWELL CONTRACT #040621-WQL.

Contractor agrees, under the terms as outlined in the quotes and at his/her/their own proper cost and expense, to furnish the vehicle as specified to include, but may not be limited to any other standard and specialized equipment and components as outlined in Exhibit A (Galbreath Hook Lift Truck Specifications).

6. MISCELLANEOUS

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

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor 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 Contractor 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

City of Columbia and Carolina Environmental Systems

Contractor 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 Contractor.

- F. This Agreement represents the entire agreement between the City and the Contractor 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 Contractor.

- G. The failure of either the Contractor 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.
- J. The Contractor acknowledges, for itself and its Subcontractor, 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.

City of Columbia and Carolina Environmental Systems

“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 Contractor 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 Contractor 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 Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor 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 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 Non-Discrimination in Contracting Policy. The Contractor 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 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.

City of Columbia and Carolina Environmental Systems

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

2.16.2022

CAROLINA ENVIRONMENTAL SYSTEMS

Print

Signature

Date: _____

City of Columbia and Carolina Environmental Systems

List of Exhibits

Exhibit A – Quote and Specification

Exhibit A

Carolina Environmental Systems, Inc.***306 Pineview Drive Kernersville, NC 27284******2701 White Horse Road Greenville, SC 29611******500 Lee Industrial Blvd Austell, GA 30168******800-239-7796 – Toll Free***

December 1, 2021

Mr. David Foster

Mr. Billy Bowers

Fleet Services

2910 Colonial Drive

Columbia , South Carolina 29203

Reference : Galbreath Hoist / 2022 Freightliner 114SD

Hoist per Sourcewell / Waste Quip contract # 040621-WQI

City of Columbia , SC Sourcewell member # 84853

Gentlemen :

We are pleased to quote to the City of Columbia the **Galbreath Hook Lift Hoist , Model U5-DPHK -200** Per the standard factory specifications and enclosed brochure. The hoist will include the following options :

- Mounting @ CES
- Pioneer Tarper , Model 4500 SARG
- Hot Shift PTO
- 48" Steel Tool Box
- Steel Fenders
- Black Paint
- Nuto 46 Hydraulic Oil
- Worklights @ Bumper (4)
- Transmission Programming
- Wheelbase modification to accommodate hoist
- Hoist Up Alarm w/ Signal Light
- Hoist Maintenance Props
- Inside Air Controls
- Bumper w/ recessed LED Lighting
- Steel Oil Reservoir
- Mid Body LED Lights
- Direct Mount Pump

- HD Rear Hinge
- Back-Up Alarm
- Two Year Hydraulic Warranty
- Stationary Rear Hold Down
- Huck Bolts for Hoist installation
- Steel Sur-charges
- Freight to Columbia

Galbreath DPHK-200 Hoist / 2022 Freightliner 114SD.....\$ 192,510.00

South Carolina state sales tax is not included.

Delivery : Chassis arrival to CES mid January 2022

60 Days for hoist to CES

30-60 days to mount hoist and tarper

All trucks are quoted subject to prior sale. Terms : Full Net on Invoice – Delivery

The following **Baker Open Top Rectangular Containers** are quoted per the standard factory and attached brochure and please know that they are quoted as an unpublished distributor option :

1. 3/ 20 Yard Containers @ \$ 8,735.00 each.....	\$ 26,205.00
2. 3/ 30 Yard Containers @ \$ 9,450.00 each.....	\$ 28,350.00
3. Freight FOB Columbia , SC (2 Loads).....	905.00
4. Richland County , SC sales tax @ 8 %.....	<u>4,436.00</u>
	Total @ \$ 59,896.00

Delivery : 8-10 Weeks

Terms : Full Net Invoice – Delivery

We thank you for this opportunity and please call if there are any questions .

Sincerely ,

Chip Taylor

Chip Taylor / Sales Representative

Mobile : (803) 238-3590

E-Mail : chiptaylor@sc.rr.com

Our Contracting Process



All agreements offered through National IPA have been awarded via a thorough **Request for Proposal (RFP)** competitive solicitation by a public agency (Principal Procurement Agency, PPA). The contracting process is the foundation of National IPA and sets us apart from other cooperatives. In order for even the most restrictive agencies nationwide to realize the best value offered by cooperative procurement, National IPA ensures that industry best practices, processes and procedures are applied.

The Process

1. The Principal Procurement Agency (PPA) prepares a competitive solicitation, incorporating language to make the agreement accessible nationally to agencies in states that allow intergovernmental (i.e.: "piggyback") contract usage.
2. The PPA issues the solicitation and any required amendments and notifications, and conducts pre-proposal conferences/meetings.
3. Interested suppliers respond to the solicitation.
4. The PPA evaluates the responses, negotiates the final terms and conditions and ultimately awards the master agreement.
5. All documentation is posted on the National IPA website and made available to the public.

National IPA is committed to the integrity of the procurement process. Access to solicitation and award documentation is always available in the Documentation sections of each awarded agreement. No FOIA or special request necessary.

The PPA teams and the National IPA team of certified public procurement officials are available to answer any questions you may have or discuss the process in detail.

The Principal Procurement Agencies

The Principal Procurement Agencies (PPA) who currently solicit and award cooperative contracts available through National IPA are considered some of the best procurement teams in the nation. National IPA is honored to be partnered with the best-of-the-best when it comes to process, procedures and industry leaders.

For a complete listing of current PPAs, [click here](#).

We respectfully request Council's approval for this purchase using the Sourcwell Contract #040621-WQI Vendor, Carolina Environmental, at the following cost.

Galbreath Hook Lift Hoist	
Base Price	\$ 192,510.00
3/20 Yard Container	\$ 26,205.00
3/30 Yard Container	\$ 28,350.00
Freight	\$ 905.00
SC State Taxes 8%	\$ 19,837.60
PO Total	\$ 267,807.60

Sec. 2-204.-Item (10) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article:
When purchasing through cooperative contracts.



We Are Columbia

MEETING DATE: March 1, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a Professional Services Agreement for Project SD8498; Louisa Street Stormwater Retrofit, as requested by Columbia Water on December 17, 2021. Award to McCormick Taylor, Inc. in an amount not to exceed \$482,546.00. The firm is located in Columbia, SC.

REQUISITION NO.: R214470

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Stormwater Improvements Capital Projects Control - Louisa Street Wetland/Walkway - Capital Projects Costs (5549999-SD849801-658650). The original budget amount is \$482,546.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. McCormick Taylor, Inc. is the mentor and will provide technical consulting, project plans, and specification services for the retrofit of an existing stormwater detention facility at 77.03% (\$371,716.00) of the total contract amount. Chao and Associates, Inc., a Minority Business Enterprise of Columbia, SC, is the protégé and will provide survey, hydrologic design, erosion and sediment control design, structural design, and engineering services at 20.07% (\$96,830.00) of the total contract amount.

The following subconsultant will provide additional services:

Schanbel Engineering of Columbia, SC, will provide geotechnical services at 2.90% (\$14,000.00) of the total contract amount.

There were twenty (20) responses for RFQ004-17-18 SL Stormwater Professional Services CIP.

The initial term of the agreement is two years.

ATTACHMENTS:

- **#a:** APPROVED Legal Review of Indemnification Language for Louisa Street Stormwater Retrofit (PDF)
- **#b:** SD8498 MAP (PDF)

McCormick Taylor, Inc.
 Louisa Street Stormwater Retrofit SD8498



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ 004-17-18-SL
 Stormwater Professional Services

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 McCormick Taylor, Inc., (hereinafter referred to as the “Consultant”), to provide technical consulting support for the retrofit of an existing stormwater detention facility located at the terminus of Louisa Street and adjacent to the railroad corridor 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.

McCormick Taylor, Inc.
 Louisa Street Stormwater Retrofit SD8498

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of two (2) years, with the option to continue with work 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. The decision to extend the initial term and any subsequent extension periods may be determined no later than 90 days prior to the end date of each period.

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 and Eighty- Two Thousand, Five Hundred and Forty-Six Dollars and No/100 (\$482,546.00).

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

McCormick Taylor, Inc.
Louisa Street Stormwater Retrofit SD8498

that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

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.

McCormick Taylor, Inc.
 Louisa Street Stormwater Retrofit SD8498

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 Consultants sworn statement that it has complied with the prompt payment requirements. The 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.

McCormick Taylor, Inc.
Louisa Street Stormwater Retrofit SD8498

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.

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	<u>N/A</u>	%
MBE	<u>20.07</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

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

McCormick Taylor, Inc.
 Louisa Street Stormwater Retrofit SD8498

the City's Mentor-Protégé Program is required for this project. The MPP goal for this requirement is 20.07%

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party 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 Consultants Worker Compensation Insurance. The Consultant shall not permit any person who is not protected

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 Louisa Street Stormwater Retrofit SD8498

by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

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 and hold harmless the City, and its employees from and against any and all losses, liabilities, and expenses relating to or arising out of any negligent action or negligent failure to act by Consultant, it's Subconsultants, officers, and employees of any of the obligations under the Agreement.

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 Louisa Street Stormwater Retrofit SD8498

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.

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.

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- 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.
- 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 Consultants 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 Consultants 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:

McCormick Taylor, Inc.
 Louisa Street Stormwater Retrofit SD8498

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

McCormick Taylor, Inc.
 Louisa Street Stormwater Retrofit SD8498

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.

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

McCormick Taylor, Inc.

Name: Jason Hetrick, PE
 Title: Project Manager
 Address: 1441 Main Street, Suite 875
 Columbia, SC, 29201
 Phone: 803-978-2744
 Email: jmhetrick@mccormicktaylor.com

16. **CONSENT DECREE - Non-Applicable**

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

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pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

- 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 Consultants possession or control that relate in any manner to the Consultants performance under this Agreement ("Preserved Documents"). Upon the Consultants 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 Consultants 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

McCormick Taylor, Inc.
Louisa Street Stormwater Retrofit SD8498

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 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 Consultants 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

McCormick Taylor, Inc.
 Louisa Street Stormwater Retrofit SD8498

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 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.

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- 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.
- 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

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- 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 Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant operations, including, but not limited to the Consultant 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

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/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

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 2.16.2022

MCCORMICK TAYLOR, INC

Print: Name/Title

Signature

Date: _____

(Corporate Seal)

Attest

Signature

Date: _____

McCormick Taylor, Inc.
Louisa Street Stormwater Retrofit SD8498

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Implementation Plan

EXHIBIT A

SCOPE OF SERVICES

City of Columbia CIP # TBD Louisa Street Stormwater Retrofit

The services performed as part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for the retrofit of an existing stormwater detention facility located at the terminus of Louisa Street and adjacent to the railroad corridor. The site is bordered by Lang Road, St. Louis Court, and Windwood Place. The existing detention basin is approximately 4.80 acres in size and appears to outfall to the southwest corner near the railroad tracks. There is a large double box culvert stormdrain outfall in this vicinity as well, that appears to be a major outfall of the overall watershed in this area. The intent of this project will be to divert the existing stormdrain system into this detention area and create a shallow marsh that will provide water quality and quantity management to the maximum extent possible. Additionally, site enhancements will be investigated such as walking paths, board walk into the shallow marsh, educational opportunities, and other amenities to enhance the neighborhood. The project area is not within a FEMA floodplain, map number 45079C0244L. This scope of services includes development of two designs up to 60% design, review, and selection of a preferred alternative by City of Columbia and then development of 100% plans including advertisement package.

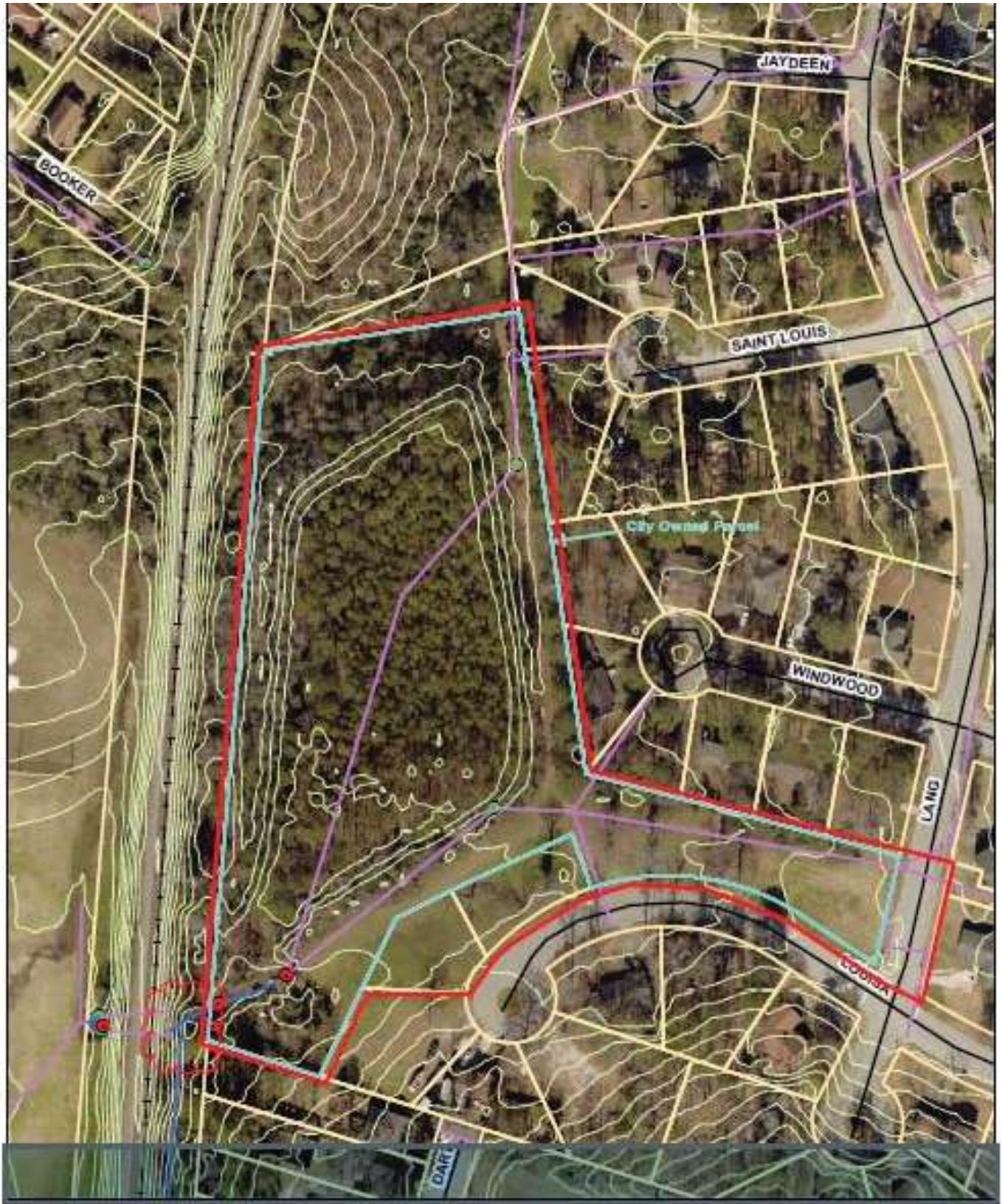
In general, McCormick Taylor (Consultant) together with our subconsultants, listed in Exhibit B, will provide the following scope of services:

- Development of the hydrology for the contributing drainage area.
- Evaluation of the existing hydraulic conditions of the contributing drainage system and outfall area
- Obtain topographical survey data including all stormwater infrastructure, channel geometry, and property boundaries with iron pins found (if locatable).
- Obtain geotechnical borings to establish groundwater elevations, infiltration rates, and general soil conditions required for stormwater retrofit design and boardwalk design.
- Complete two design alternatives for the shallow marsh retrofit.
- Evaluation of storm water attenuation provided by the facility within the watershed.
- Complete two design alternatives for the site enhancements including boardwalk
- Prepare and submit a 30% design package to the City for review.
- Prepare and submit a 60% design package to the City for review.
- Prepare six display boards depicting renderings of the two alternatives (4 boards) and then of the final design (2 boards).

- Attend three stake holder meeting to present the 30% and 60% package that consist of the two alternatives and the third meeting in which the final design is presented to the community.
- Prepare and submit a 90% design package to the City for review based on the selected alternative including structural design of a boardwalk.
- Provide Permitting for the selected alternative.
- Prepare and submit a 100%, Advertisement Package to the City.
- Provide engineering services during construction and project close out.

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

The general location of the project is shown on Figure 1 (attached).



TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

Consultant will manage the efforts of its project team members and sub-consultants by assigning manpower, delegate responsibilities, review work progress, monitor budget and schedule, and direct the progress of the work. As part of project administration, Consultant will:

- Participate in design review progress meetings with the City as outlined in Task 120.
- Provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the City. Provide a detailed project schedule within one week of execution of the Contract.
- Plan and perform project quality control and quality assurance.
- Project Administration will terminate at the completion of Task 1000.
- Provide monthly progress reports.
- Consultant will invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.

120 Coordination Meetings

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

- Kickoff meeting
- Monthly Progress meetings with CITY's Project Manager for duration of project through selection of Alternatives for final design and development of advertisement package. This is assumed to be 16 months for 16 meetings. These meetings will also serve as the 30%, 60%, and 90% Design Review Meetings.
- Alternative Selection Meeting with CITY and Stakeholders

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 utilize SharePoint (or other available program) provided by the CITY to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
- Consultant will adhere to and update schedule as shown in Attachment C.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

To garner input on the alternative solutions and to assist in development of two alternative solutions, the Consultant will facilitate a maximum of three (3) meetings with the community. The first meeting is anticipated to be during the initial phases of the project, to allow community input to guide the development of the two 60% design alternatives. The second meeting will be to present the two 60% design alternatives and garner feedback to guide the selection of the preferred alternative. The third meeting will be held prior to advertisement of the project for construction. The Consultant will coordinate with the CITY on scheduling the meetings with the understanding that they will be after work hours. Both meetings will be open to the public and held within proximity of the project area. The Consultant will produce the required presentation material and attend the meetings. The presentation material will describe the project and alternative solutions.

Additional public or private meetings may require an additional scope and fee. Printing and postage for meeting flyers or types of advertisement of the meetings are not included in this scope.

Deliverables:

- Presentation materials (power point) and attendance at a maximum of three (3) meetings with the community.
- Development and printing of 2 display boards per meeting for a total of 6.
- Development of meeting flyer in PDF format
- Meeting minutes from each public meeting.

150 Mentor-Protégé Program

Consultant and Chao 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.
- 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 GIS Data including drainage and sanitary sewer systems.
 - Available historical records, topographic data, and soils data
 - Complaint files related to flooding within the project area
 - Existing utility mapping in the project area.
 - Tax map records for identifying property boundaries.
- Consultant will coordinate with the CITY and SCDOT to obtain
 - Existing roadway plans, drainage plans, and existing utility information.
 - Maps for road and street right-of-way information.
- Consultant will contact other utilities in the areas as needed for mapping and location information (For this scope this is assumed to be a minor effort.)
- Field Visit: A field visit will be conducted by the project team to initially identify project extents, potential construction constraints and access, and hydrologic and hydraulic parameters required for modeling. During this visit, specific areas may be marked in the field for additional investigation. Areas of concern will be photographed and documented on a field map.
- Dam Inspection: McCormick Taylor will conduct a Dam Inspection using the NRCS 378 Dam Checklist as part of the required efforts for retrofitting a stormwater facility with an embankment. A brief Dam Inspection Report will be prepared for review including the checklist, a brief summary of the inspection and photos. Depending on the results of the inspection, a dam breach analysis may be warranted. This would be completed under a final design scope, outside of the scope of this project.

220 Hydrologic Modeling

The Consultant will oversee their protégé Chao and Associates (Protégé - SBE/DBE Firm) in the development of a hydrologic model using TR-55/20 for the watershed hydrologic analysis and will document the resultant discharges at flow change locations relevant to the project retrofit hydraulic models for the 2-, 10-, 25-, 50-, and 100-year storm events. TR-20 shall utilize the centroid NOAA atlas 14 rainfall and Type C distribution tables. The methods and results of the hydrologic model will be documented in form of a technical memo.

Two (2) foot topographical contour information will be obtained from the CITY to identify the boundary of the watershed area and subwatershed.

Chao will utilize available digital land use information supplied by the CITY, supplemented from additional resources including aerial photos to create existing

land use GIS files within the watershed. The Consultant will determine impervious coverage for the sub watersheds within the study area.

Chao will identify and document flow paths and associated runoff time of concentration calculations for each sub watershed considering topography, hydrography, development, and infrastructure.

This information will be input into the model and runs will be developed for the 2, 10-, 25-, 50-, and 100-year storm events based on existing land use conditions.

Refer to CHAO's scope and fee for detailed services.

230 Hydraulic Modeling

MT will develop hydraulic computations for a basin retrofit which will determine the hydraulic performance of the existing control structure or spillway (if present and salvageable) and proposed control structure or spillway . Survey data will be used to estimate existing pond volume and develop an existing stage-storage-flow relationships based on the derived design flows as noted above. Using survey data, proposed grading will be established within the current basin footprint and a proposed stage-storage-flow relationships will be evaluated. Freeboard will be determined for the 10, 50, and 100-year design storms.

If the control structure or spillway is found to be adequate it may be adjusted or retrofitted to meet the design requirements. If the existing structure or spillway is found to be deficient a new control structure and spillway will be designed.

To establish flow into the retrofitted pond, a diversion structure may be required to be installed in the existing drainage network. This structure will be designed, and the effect to the existing drainage pipe will be modeled to include the 10- and 25-year HGL lines.

Deliverables:

- Design Report documenting the hydrologic and hydraulic models, inputs, analysis, and the results as well as including all back-up calculations and the engineer's design notes. Report exhibits shall include drainage area, cross-sections, and profiles.
- One meeting with the City to discuss the results of H&H modeling.

240 Development Alternative Design Retrofit Solutions

The existing basin will be field investigated to identify constraints and feasibility for retrofit into a shallow marsh facility. Two alternative solutions will be developed up to the 60% design phase for this location. The retrofitted facility will provide stormwater quantity and quality management. The alternatives will also feature conceptual locations for walking paths, boardwalk and other passive educational and recreational type amenities. Additional concept designs may be pursued through a supplemental agreement. Solutions may range from varied detention basin size, conveyance and diversion alternatives, passive amenities etc. Potential impacts to right of way and utilities will be identified.

The Consultant will develop a conceptual construction cost estimate for the alternatives.

A general overall project right of way or easement map will be prepared for each alternative. Detailed right of way needs will not be completed within this scope.

A draft technical report will be provided to the CITY describing the results of the field investigations and the alternative solutions. A meeting with the CITY will be held to review the report. A final technical report will be prepared based on the findings of this meeting.

The final design of any stormwater detention facilities will occur under a separate scope.

- Deliverables:
 - Technical Report containing the following:
 - Characterization of the methodologies used to identify and evaluate the feasibility of the attenuation facilities.
 - Description of proposed design alternatives, benefits to the watershed, including required right of way or easements and preliminary construction cost estimates.
 - Displays and Conceptual Plans

250 Design Development

- 30 % Design Submittal: Will be developed based upon the development of the Alternative Design Retrofit Solutions discussed above.
 - 30% Design Plans - MT will prepare 30% design drawings consisting of the following items:
 - Survey baseline

- Location of utilities (dimensions, elevations, materials - where possible)
 - Location of property and easement lines with reference information including name, address, and deed reference.
 - Existing condition survey including wetland delineation, forest conservation.
 - Location and description of semi- & permanent features including bedrock, retaining walls, sheds, fences, planting areas and deciduous trees $\geq 12''$ DBH (Pines will not be depicted)
 - Proposed extent of grading.
 - Proposed retrofit design and conceptual grading
 - Proposed access & staging areas.
 - Typical cross sections
 - Structure and technique details
 - Detailed grading plan will not be generated at the 30% Design phase.
 - A PDF of the 30% Design Plans will be provided.
- 30% Design Report and Cost Estimate - The 30% Design Report sections will build on the Concept Report and will highlight the following key components:
 - All revisions to previous sections, comments addressed.
 - Hydrologic analysis: WinTR-20 and comparative analysis
 - Design Q determination
 - Design justification for proposed retrofit techniques and site amenities
 - Wetland delineation
 - A preliminary cost estimate will be developed based upon the 30% plans.
 - A PDF of the 30% Design Report sections and preliminary cost estimate will be provided
- 60 % Design Submittal - Upon approval of the 30% Design Plans and receipt of comments, MT will proceed with the 60% Design submittal. At this stage, it is assumed that the two primary alternatives have been established.
- Grading Plan Development
 - MT will establish vertical, horizontal, and cross-sectional geometry to develop proposed retrofit plan.
 - Utilize Inroads'® to complete proposed surface.
 - Proposed Conditions Hydraulics
 - MT will prepare an existing and proposed Hydrology and Hydraulics (H&H) Section for the Report. The H&H report section will fully document the hydrologic and hydraulic models, inputs, analysis, and

the results, as well as including all back-up calculations and the engineer's design notes. Report exhibits shall include drainage area mapping, cross-sections, and stream profiles. Also included will be comparative summary tables for 2 and 10-year watershed discharges.

- 60% Design Plans including:
 - All revisions to 30% submittal, comments addressed.
 - Full extent of grading with 1-foot contours; existing and proposed contours labeled.
 - Existing and Proposed cross-sections (typicals and detailed with annotations) shall include sections at critical design features.
 - Typical cross-sections for each restoration measure/technique feature
 - Typical Details, Typical Notes
 - Outlet control structure and associated stabilization
 - Inflow diversion structures
 - Proposed passive recreational alternatives (pathway, boardwalk, etc)
 - Proposed planting zones with corresponding species identified.
 - Detailed structure tables
 - Conceptual Planting Plan with details and species tables
- 60% Design Report including:
 - All revised items from the 30% Design Report with comments addressed.
 - All revisions to previous items, comments addressed.
 - Revised Hydrology and Hydraulics Analysis, if applicable, with comments addressed
 - Comparative summary tables for 2- and 10-year discharges at the watershed study point located at the downstream limits of the project area.
 - All updates to computations based on design revisions.
- 60% Cost Estimate - MT will prepare an updated construction cost estimate to accompany submittal of the 60% Design.
- 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 30% and 60% 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.
- Design Reviews
 - Consultant will conduct an Internal Technical Review using the Consultant's Quality Management System (QMS) program.
 - After each Internal Technical Review, Consultant will provide the CITY copies of plans for the Project for review and approval at the thirty (30%) percent and sixty (60%) 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.

TASK 300 Survey and Utility Mapping

310 Field Survey

- To be completed by CHAO Associates (Protégé - SBE/DBE Firm) Refer to CHAO's scope and fee for detailed services.
- City shall notify property owners of survey being completed in the vicinity of their parcels.

320 Property Research and Existing Easement Verification

- Property Research and Existing Easement Exhibits will not be provided under this scope of services.

330 Utility Mapping

- The Consultant will utilize CHAO and Associates (Protégé - SBE/DBE Firm) for SUE services to provide Level C utility information within the project limits to determine utility facility horizontal elevations where the information has not previously been collected.
- It is not anticipated that more comprehensive utility mapping will be required. In the event additional level of SUE is required, a supplement may be required.

TASK 400 - Geotechnical Investigation

- CONSULTANT will utilize Schnabel Engineering for geotechnical services to provide subsurface soil conditions along the proposed project routing. Up to two (2) borings will be performed within the basin to determine general soil conditions related to the stormwater bmp retrofit design. An additional four (4) borings will be performed within the project site to aid in the design of the site amenity boardwalk design.
- Refer to Schnabel Engineering Scope and Fee for detailed description of services.

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 portions of the project within roadway rights-of-way.
- Consultant will coordinate final design with the requirements of roadway encroachment permits.

520 Utility Coordination

- Consultant will contact and coordinate with the City, County, and SCDOT within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the project.
- Consultant will coordinate final design with the agreed upon requirements of encroachment permits and conflict resolution solutions.
- Utility relocation design is not included in this scope of services.

530 90% Design Documents (Construction Plans and Specifications)

- 90 % Design Submittal – Upon selection of a preferred alternative and approval of the 60% Design Plans with receipt of comments, MT will proceed with the 90% Design submittal. At this stage, it is assumed that the primary retrofit plan has been established.
 - Grading Plan Development
 - MT will establish vertical, horizontal and cross-sectional geometry to develop proposed retrofit.
 - Utilize Inroads'® to complete proposed surface.
 - MT will prepare cross-sections and profiles of the proposed improvements in a 3-D environment.
 - Site Amenity Development
 - MT will utilize the site amenities included in the selected 60% alternative and develop a final design.
 - Amenities may include walking path, boardwalk, education signage, benches, etc.
 - Chao (Protégé - SBE/DBE Firm) will complete structural design of boardwalk.
 - Final Proposed Conditions Hydraulics
 - MT will finalize the hydraulic model for proposed conditions based on the final design of the outfall structure and inflow diversion design.

- The TR-20 discharges for the 1, 2, 10, and 100-year frequency events will be input into the model for the proposed conditions.
 - MT will prepare an existing and proposed Hydrology and Hydraulics (H&H) Section for the Report. The H&H report section will fully document the hydrologic and hydraulic models, inputs, analysis, and the results, as well as including all back-up calculations and the engineer's design notes. Report exhibits shall include drainage area mapping, cross-sections, and profiles. Also included will be comparative summary tables for pre and post discharges and water quality improvements garnered from the project.
- Erosion and Sediment Control
 - CONSULTANT will utilize Chao and Associates (Protégé - SBE/DBE Firm) to develop erosion and sediment controls and maintenance of stream flow design, details, specifications, and plans.
- 90% Design Plans including:
 - All revisions to 60% submittal, comments addressed
 - Full extent of grading with 1-foot contours; existing and proposed contours labeled
 - Existing and Proposed cross-sections (typicals and detailed with annotations) shall include sections at critical design features.
 - Site Amenity plans including boardwalk
 - Typical cross-sections for each restoration measure/technique feature
 - Typical Details, Typicals and Notes
 - Proposed planting zones with corresponding species identified
 - Detailed structure tables
 - Sequence of Construction
 - Planting Plan with details and species tables
 - Sediment and Erosion Control plan with details
- 90% Design Report including:
 - All revised items from the 60% Design Report with comments addressed
 - All revisions to previous items, comments addressed
 - Revised Hydrology and Hydraulics Analysis, if applicable, with comments addressed
 - Comparative summary tables for 2, 10, 50,- and 100-year discharges and water quality improvements.
 - All updates to computations based on design revisions

- 90% Cost Estimate - MT will prepare an updated construction cost estimate to accompany submittal of the 90% Design.
- Draft Specifications Package

540 100% Project Plans and Specifications

- CONSULTANT will prepare the Advertisement Package consisting of drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by a 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 Contract Documents shall consist of and include the following:
 - Detailed plan and profile drawings on 24" x 36" plan sheets, 20-scale
 - Project centerline design stationing will be shown as reference on all plan view sheets
 - Approximate total of 35 plan sheets are anticipated.
 - 5 - Cover, notes, legend and abbreviations, key map
 - 10 – Plan & profile sheets (Ex.Conditions and Demo, proposed grading, erosion and sediment control (2 phases), landscaping)
 - 10 – Detail sheets
 - 10 - Erosion control details, general details, traffic control
 - 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
 - Maintenance of Stream Flow By-pass pumping plan as needed
 - Specifications coordinated with the CITY'S standard contract documents.
 - Special conditions related to permit requirements and easement requirements.
 - 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% submittal, CONSULTANT will provide one set of final bid plans, one CD for the CITY 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. CITY staff will also require seven full-size hardcopy sets of final plans.

550 Regulatory Agency Coordination

- Consultant will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for the retrofit design in accordance with regulatory requirements. It is anticipated that the retrofit outfall will be within or adjacent to Waters of the U.S. and potential wetlands.
- Consultant will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - South Carolina Department of Health and Environmental Control
 - City of Columbia – Streets Division
 - City of Columbia - Stormwater
 - South Carolina Department of Transportation
 - Army Corp of Engineers

560 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 30%, 60%, 90% and 100% 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.

570 Design Reviews

- Consultant will conduct an Internal Technical Review using the Consultant's Quality Management System (QMS) program.
- After each Internal Technical Review, Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the 30%, 60%, and 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.
- 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

Will not be provided under this scope of services.

620 Permits

The Consultant will identify the potential permits that will be required because of the alternative concept solutions. Permit applications will not be completed.

Potential permits required may include:

- **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 and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval. The Consultant is not responsible for fees, all permit fees will be paid by the CITY.
- **Stormwater Permit:** 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. 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 by the City of Columbia. Consultant will provide required submittal copies and respond to inquiries by the CITY. The Consultant is not responsible for fees associated with the NOI, all fees will be paid by the CITY.
- **Wetlands Permit:** The need for a wetland permit will not be known until completion of a environmental delineation. During an initial site investigation, areas around the potential outfall of the stormwater retrofit appear to meet the requirements of being identified as a wetland complex. 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) and USACE; work with SCDHEC, USACE and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish SCDHEC and USACE with the required number of copies of plans and specifications needed for review and approval. The Consultant is not responsible for fees, all permit fees will be paid by the CITY
- **Roadway Encroachment Permits:** Roads in vicinity of this project are owned by the City of Columbia, thus this scope assumes a SCDOT Encroachment

Permit will not be required. However, coordination and approval from the City of Columbia roads department may be required to allow for site access and other proposed improvements within the road's right of way. Upon City 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; 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 fees (no fees anticipated).

- Railroad Permits: There is the potential an access permit may be required to complete the construction of this project though this will not be known until survey is completed and design commences. Every effort will be made to eliminate a need for this permit. In the event the need for a railroad permit is identified, the CONSULTANT will notify the City and a supplement may be required.

630 Wetland/Waters Identification and Delineation

Wetland/Waters Identification and Delineation: This effort will involve the field identification and delineation of environmental features that may be impacted because of improvements to the stream and within the identified stormwater detention locations. These will include Waters of the United States, including wetlands, significant trees, and other unusual features or habitats that may be sensitive.

Wetland identification and delineation will be performed in accordance with the Regional Supplement to the Corps of Engineers Delineation Manual: Atlantic and Gulf Coastal Plain Region, Version 2.0 (United States Army Corps of Engineers, November 2010) to identify the upland/wetland boundaries within the study area. All identified wetlands will be classified by cover type (forested, scrub-shrub, and emergent). Detailed data will be collected for the three parameters (vegetation, hydrology, and soils) required for an area to be considered jurisdictional under Section 404 of the Clean Water Act. Areas that do not meet all three of these parameters but may still be regulated include palustrine open water, stream systems, and certain disturbed areas.

The wetland delineation will include review of available resource data and mapping, as well as field investigations. Natural resource data and mapping to be utilized will include U.S.G.S. topographic quadrangle mapping, NWI mapping, and the Soil Survey of Richland County.

All waters of the U.S., including wetlands, flags, and wetland/upland test plots will be surveyed by CHAO and will be included in the wetland delineation report, including mapping. The wetland report will document the methods and results of the investigation. The report will be suitable for submittal to the U.S. Army Corps of Engineers, Charleston District as part of the Permit Application (PA). A draft copy of the wetland report will be provided to the CITY.

A pre-application meeting will be scheduled and held with the Agencies as required.

Task 700 – Bidding and Award

710 Bidding Assistance

- The Consultant will provide Bidding and Award Assistance including the following:
 - Attending a pre-bid meeting, and
 - Providing one (1) bid addenda exhibits and answers to all contractor questions. If additional addenda or answers to contractor questions are required, they can be added by contract amendment.

Task 800 – Engineering Services During Construction

810 General Administration of Construction Contract

Consultant with assistance from Chao and Associates (Protégé - SBE/DBE Firm) will provide engineering services during construction.

- After award of the construction contract, Consultant will assist the City with the contract administration and provide periodic observation of the construction work. The construction period for the stormwater retrofit is estimated to be 40 weeks.
- Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services, Consultant will not supervise, direct or have control over Contractor's work nor will Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident 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.
- Administration of Construction Contract: As part of general administration of

the construction contract, Consultant will consult with the City Construction Coordinator during the construction period. 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 will go through Consultant. On behalf of the City, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the City;
- Consultant will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, change orders, scheduling, project meetings, cost and disbursement data, progress reports and other documents pertaining to the construction contract;
- Consultant will attend a pre-construction meeting and monthly progress meetings that will 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. The number of meetings is estimated to be 6 based on the construction period.

820 Submittal & Pay Application Review

- Shop Drawing Review: Consultant with assistance from Chao and Associates (Protégé - SBE/DBE Firm) will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in 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.
- Request for Information (RFI): Consultant will review and respond to Contractor's RFI as they relate to the contract requirements.
- Preparation of Design Clarifications: A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the

Consultant and reviewed with the City. Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the City's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on claims of the City and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

- Testing Results: 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.
- Review of Applications for Payment: Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the City for payments due to Contractor.

830 Change Management

- Change Orders and Time Extensions: 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 revise Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order, 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.

840 Completion Monitoring & Documentation

- Quality Assurance Testing: Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.
- Final Observation: Consultant will perform the following:
 - Conduct a walk-through observation with the Contractor and the City to determine if the Project has reached substantial and/or final completion.

- Prepare a punch list of work items remaining.
- Conduct one (1) final observation to determine if the work is acceptable, so that 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.
- 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 Consultant.
- Stormwater Closeout Inspection & Notice of Termination

850 Periodic Construction Observation

- Construction Observation: Consultant with assistance from Chao and Associates (Protégé - SBE/DBE Firm) will visit the site (excluding visits coinciding with monthly progress meetings) 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 Consultant's visits, and on the basis of on-site observations, Consultant will keep the City informed of the progress of the work, will endeavor to guard the Client 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. The periodic observation has been estimated at ten (10) hours a week for 40 weeks.

Task 800 will be charged hourly and the City will be updated on the status of these hours on a monthly basis.

Task 900 – Full Time Construction Inspection

- Construction Inspection services will be provided by the City, Consultant will not provide full time inspection or material testing services. However, Consultant shall provide periodic construction observation as outlined in Task 850.

Task 1000 – Project Closeout

1010 Record Drawings

- Consultant with assistance from Chao and Associates (Protégé - SBE/DBE Firm) 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 drawing will be delivered in electronic format. Drawings will be provided in a format compatible to the City's GIS system.

1020 Punch List and Final Inspection

- See Task 840 of this agreement

1030 Operations and Maintenance (O&M) Submittals

- At the conclusion of the project, Consultant will receive, review, and transmit to the City with written comments guarantees, bonds, and certificates that are required by the Contract Documents and provided by the Contractor.
- Consultant will prepare a O&M package that includes the required maintenance of the stormwater BMP, and the operation and maintenance requirements of the site enhancements.

1040 Digital Information Submittals

- The final record drawings will be delivered in electronic format. Drawings will be provided in a digital format compatible to the City's GIS system.

1050 Final Notice of Acceptability of the Work

- See Task 840 of this Agreement.
- Based upon periodic observation, observation during a final walk through of the project site, and construction records, the Consultant will provide written notice to the City when Consultant deems the work to be complete and acceptable.

1060 SCDHEC Permits to Operate

- No Permits to operate are anticipated for this project.

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 hydrologic and hydraulic modeling beyond the level of detailed provided within this scope of services.
- Additional Surveying outside original scope or for Record Drawings.
- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement
- 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 homeowners and agencies beyond those scheduled in the agreement



- Relocation of utilities such as sanitary sewer.

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 follows:

The CITY agrees to perform the following:

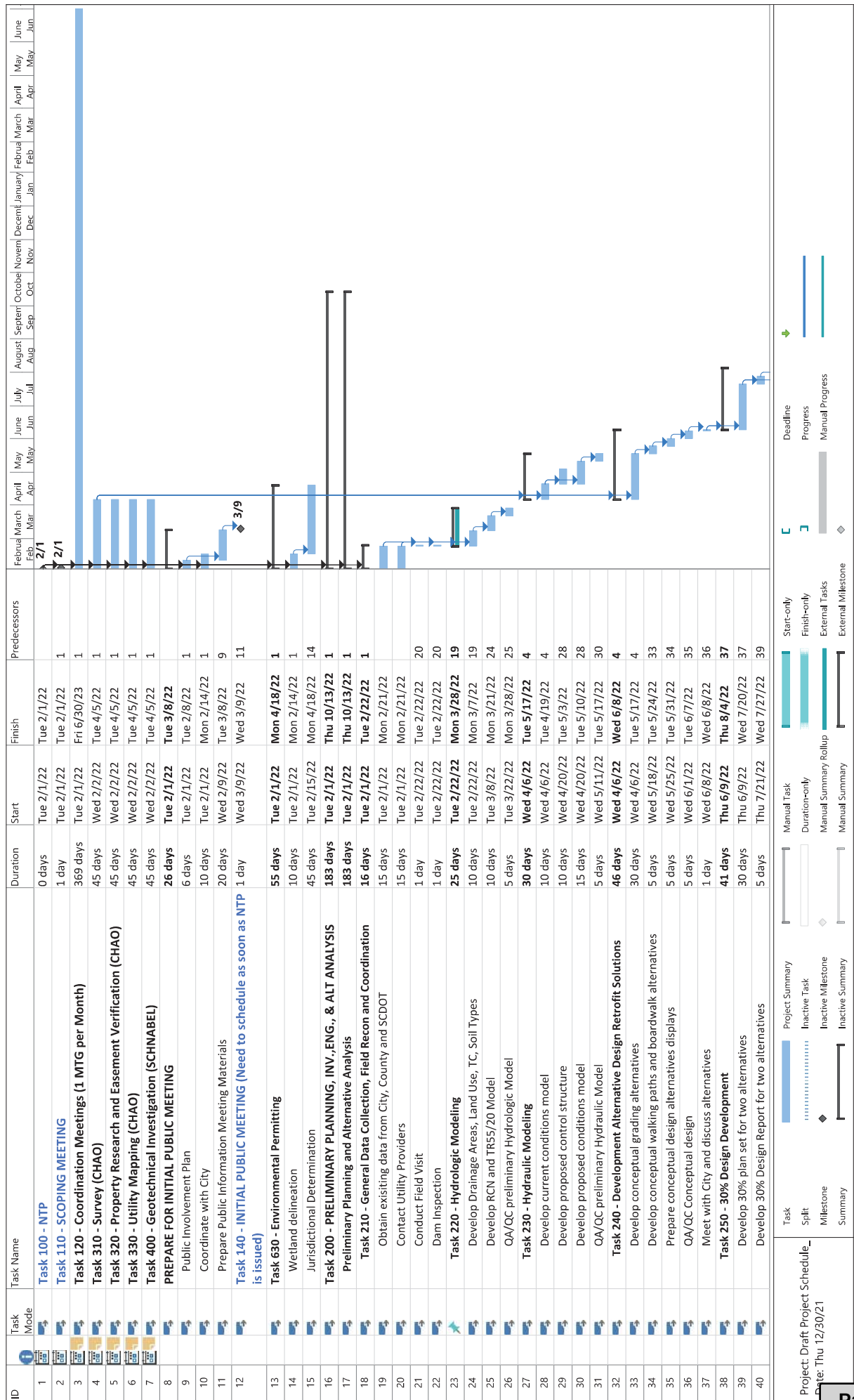
- Notify property owners of field work within or adjacent their properties.
- Provide assistance in gaining access to water mains and sewers and water and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to the project limits 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 permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide available data as requested in the agreement.

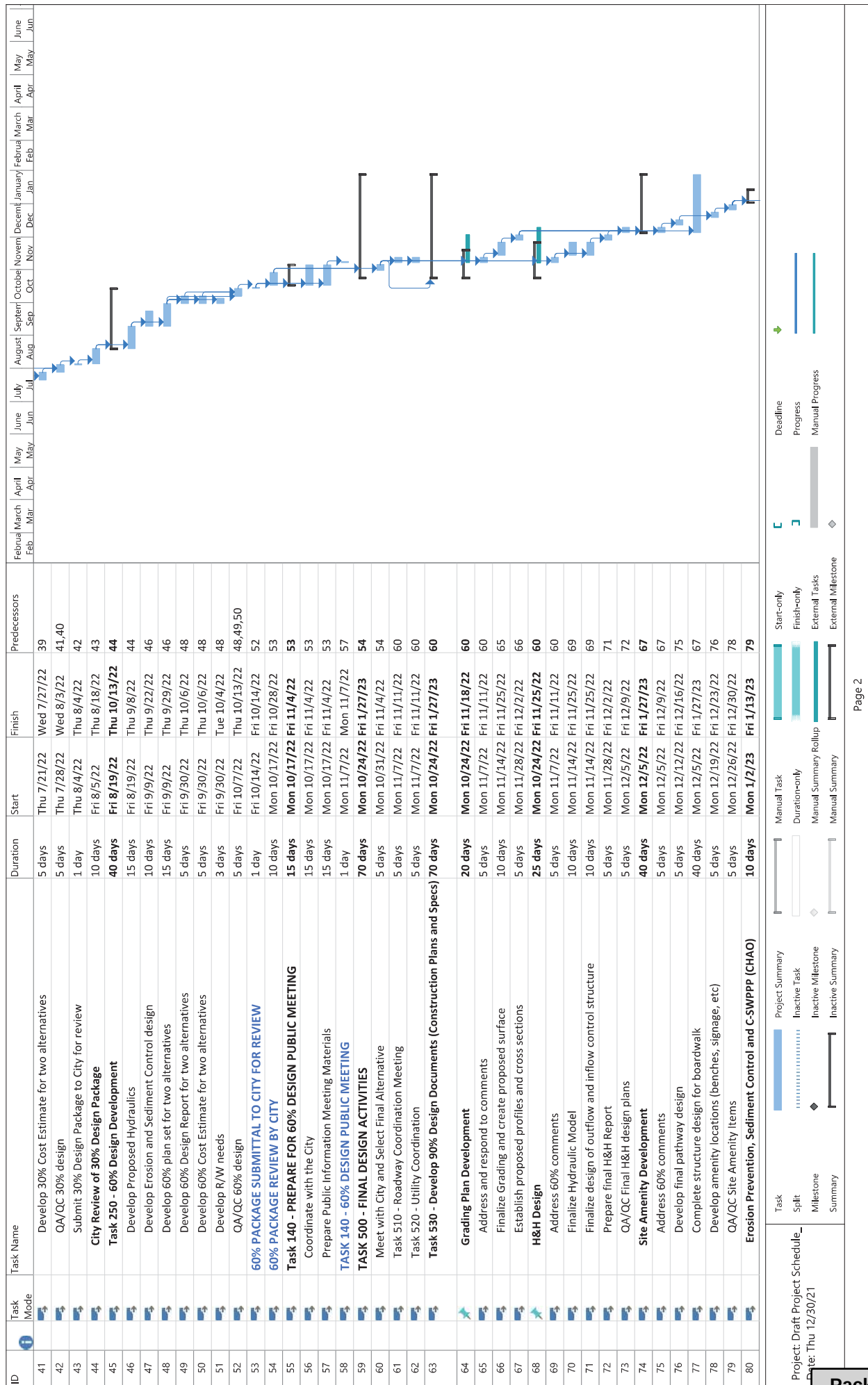
ATTACHMENT B TO EXHIBIT A

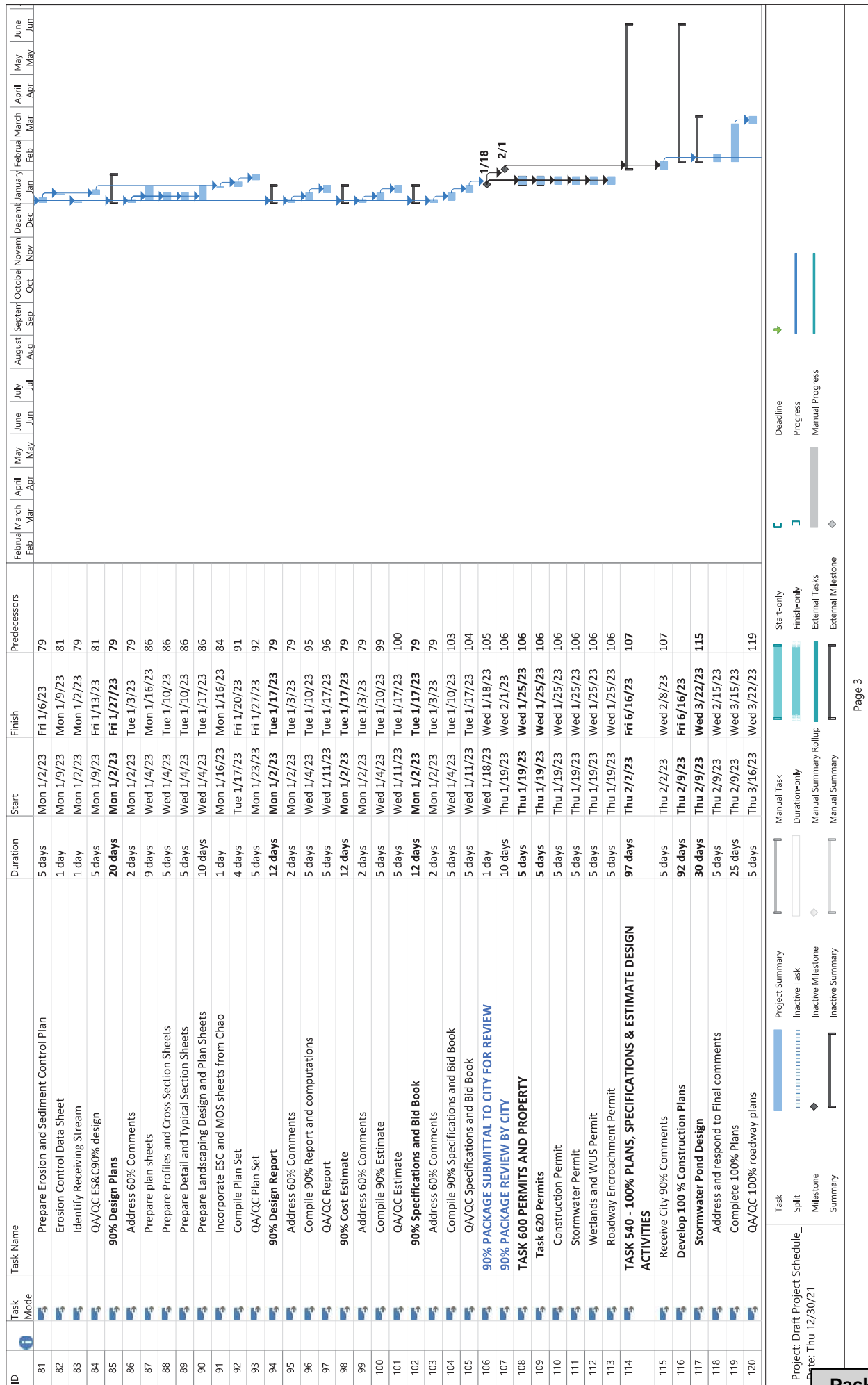
EXCLUSIONS

- Individual property owner meetings
- Acquire any right of way or easement
- Prepare utility relocation plans.
- Seismic Analysis
- Permit Fees

Exhibit B







ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
121		H&H Design	35 days	Thu 2/9/23	Wed 3/29/23	115																	
122		Address and respond to Final comments	5 days	Thu 2/9/23	Wed 2/15/23	115																	
123		Complete 100% H&H Design	25 days	Thu 2/16/23	Wed 3/22/23	122																	
124		QA/QC 100% H&H design	5 days	Thu 3/23/23	Wed 3/29/23	123																	
125		Site Amenities	35 days	Thu 3/30/23	Wed 5/17/23	124																	
126		Address and respond to Final comments	5 days	Thu 3/30/23	Wed 4/5/23	124																	
127		Complete 100% Site Amenities plans	20 days	Thu 4/6/23	Wed 5/3/23	126																	
128		Complete 100% Boardwalk Structural Design plans	30 days	Thu 3/30/23	Wed 5/10/23	124																	
129		QA/QC 100% Site Amenities	5 days	Thu 5/11/23	Wed 5/17/23	128																	
130		Erosion Prevention, Sediment Control and C-SWPPP (CHAO)	22 days	Thu 5/18/23	Fri 6/16/23	129																	
131		Finalize Erosion and Sediment Control Plan	10 days	Thu 5/18/23	Wed 5/31/23	129																	
132		Erosion Control Data Sheet	1 day	Thu 6/1/23	Thu 6/1/23	131																	
133		Finalize C-SWPPP Package	5 days	Fri 6/2/23	Thu 6/8/23	132																	
134		Notice of Intent (NOI)	1 day	Fri 6/9/23	Fri 6/9/23	133																	
135		QA/QC ES&C 100% Package	5 days	Mon 6/12/23	Fri 6/16/23	134																	
136		Finalize 100% Special Provisions, Specifications and Bid Book	10 days	Thu 5/18/23	Wed 5/31/23	129																	
137		Finalize 100% Construction Engineer's Cost Estimate	5 days	Thu 5/18/23	Wed 5/24/23	129																	
138		QA/QC 100% Advertisement Package	5 days	Thu 5/25/23	Wed 5/31/23	137																	
139		100% ADVERTISEMENT PACKAGE SUBMITTAL FOR CONSTRUCTION	1 day	Thu 6/1/23	Thu 6/1/23	138																	
140		Task 140 - PREPARE FOR 100% DESIGN PUBLIC MEETING	10 days	Fri 6/2/23	Thu 6/15/23	138																	
141		Coordinate with the City	5 days	Fri 6/2/23	Thu 6/8/23	139																	
142		Prepare Public Information Meeting Materials	10 days	Fri 6/2/23	Thu 6/15/23	139																	
143		Task 140 - 100% DESIGN PUBLIC MEETING	1 day	Fri 6/16/23	Fri 6/16/23	142																	
144		Task 700 - BIDDING AND AWARD	90 days	Fri 6/2/23	Thu 10/5/23	138																	
145		Task 710 Bid Phase Assistance	90 days	Fri 6/2/23	Thu 10/5/23	139																	
146		Task 800 - Engineering Services During Construction	362 days	Fri 10/6/23	Mon 2/24/25	145																	
147		Task 810 - General Administration of Construction Contract	300 days	Fri 10/6/23	Thu 11/28/24	145																	
148		Task 820 - Submittal and Pay Application Review	300 days	Fri 10/6/23	Thu 11/28/24	145																	
149		Task 830 - Change Management	300 days	Fri 10/6/23	Thu 11/28/24	145																	
150		Task 840 - Completion Monitoring and Documentation	30 days	Fri 11/29/24	Thu 1/9/25	149																	
151		Task 850 Periodic Construction Observation	300 days	Fri 10/6/23	Thu 11/28/24	145																	
152		Task 1000 - Project Closeout	32 days	Fri 1/10/25	Mon 2/24/25	150																	
153		Task 1010 - Record Drawings	30 days	Fri 1/10/25	Thu 2/20/25	150																	
154		Task 1030 - Operations and Maintenance Submittals	30 days	Fri 1/10/25	Thu 2/20/25	150																	
155		Task 1040 - Digital Information Submittals	1 day	Fri 2/21/25	Fri 2/21/25	154																	
156		Task 1050 - Final Notice and Acceptability of the Work	1 day	Mon 2/24/25	Mon 2/24/25	155																	

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

EXHIBIT C**COMPENSATION**

City of Columbia
CIP # SD849801
Louisa Street Stormwater Retrofit

Compensation for services provided under Tasks 100 through 1000 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$482,546.00. This includes \$14,000.00 of lump sum tasks (Geotechnical), as well as \$468,546.00 of hourly tasks, \$1,750 in direct costs and \$0.00 of tasks billed per each. Lump sum, hourly, and per each tasks are clearly labeled in the chart below.

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

Task	Description	CIP # XXxxxx				Total
		Hours-Prime	Hours-Subs	Fee	Subconsult	
Task 100	Evaluation and Design Phase Administration	120	N/A	\$22,456.00		\$ 22,456.00
Task 200	Prelim Planning, Investigation, Eng & Alt Anal	689	96	\$83,111.00	\$13,200.00	\$96,311.00
Task 300	Survey and Utility Mapping	N/A	85	\$0.00	\$10,700.00	\$10,700.00
Task 400	Geotechnical Investigation	N/A0	N/A	\$0.00	\$14,000.00*	\$14,000.00*
Task 500	Final Design	635	322	\$85,447.00	\$41,020.00	\$126,467.00
Task 600	Permits and Property	90	N/A	\$12,030.00	\$0.00	\$12,030.00
Task 700	Bidding and Award	44	N/A	\$6,324.00	N/A	\$6,324.00
Task 800	Engineering Services During Construction	890	199	\$128,270.00	\$25,130.00	\$153,400.00
Task 1000	Project Closeout	100	38	\$13,410.00	\$5,530.00	\$18,940.00
Task 1100	Additional Services	156	N/A	\$20,168.00	N/A	\$20,168.00
	Direct Costs	N/A	N/A	\$500.00	\$1,250.00	\$1,750.00
	Total of Contract	700		\$371,716.00	\$110,830.00	\$ 482,546.00
	% of Contract to Subconsultants (labor fee)					22.97%
	% of Contract to Protégé (labor fee)					20.07%

* Lump Sum Tasks

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

Exhibit D
SUBCONSULTANT BUSINESS INFORMATION

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.

Project: Louisa Street Stormwater Retrofit

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

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
CHAO & Associates 7 Clusters Ct, Columbia, SC 29210	Jimmy Chao 803.772.8420	Survey, hydrologic design, erosion and sediment control design, structural design, engineering services during construction, and project close out	\$96,830.00	20.07%	Protégé, CDBE	Yes
SCHANBEL Engineering 104 Corporate BLVD, Suite 420, West Columbia, SC 29169	Richard Wargo 803.796.6240	Geotechnical	\$14,000.00	2.90%	N/A	

TOTAL: \$ \$482,546.00 Overall, \$110,830.00 Sub Consultants

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

Business Name: McCormick Taylor, INC

Representative Name / Title: Jason Hetrick, PE Senior Manager – Water Resources

Date: 9-16-2021



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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: September 16, 2021

Mentor Amount: \$385,716.00

Project Name: Louisa Street Stormwater Retrofit

Mentor % of Total Contract: 79.93%

Project #: SD8498

Protégé Amount: \$96,830.00

Mentor: McCormick Taylor, INC

Protégé % of Total Contract: 20.07%

Protégé: Chao and Associates

Duration of the Project: 24 months

Total Project Contract Amount: \$482,546.00

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.

The full scope of services needs to be provided to the protégé and a meeting/discussion between the protégé and mentor needs to be held. The protégé and mentor must mutually agree upon the services the protégé will provide at 20% or more throughout the duration of the contract. These services should be based on current capabilities as well as developing and building upon new capacities and skills sets.

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.

Chao has signed a sub-consultant agreement with McCormick Taylor (MT). MT project Manager Jason Hetrick PE will work directly with Chao Manager Jim Futter to oversee and mentor Chao Staff in the areas of survey, hydrology, erosion and sediment control, structural design, construction oversight, project closeout, and the software required by the City to complete said assignments. Chao will perform the work required for the development of the two concept and one final designs of potential stormwater facilities and development of topographic survey of the project area.

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 20% participation will be met upon completion of this project. Chao will perform 20.07% of the total contract value as a protégé. These goals will be met through the assignment and completion of tasks identified in Question 1 above. Chao will be involved with this project



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through the entire duration of the contract through the completion of various tasks.

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.*

MT will aid in mentoring Chao on the design process and software utilized for this project. They will review and provide recommendations to Chao's work throughout the duration of the assignment, not just at the end at the project milestone. Success will be monitored based on utilization of Chao staff, successful QC reviews, and detailed progress reports indicating fee spent by Chao in comparison to overall project fee.

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:

MT's Jason Hetrick will serve as Project Manager and will provide Mentoring to Chao Staff assigned to the project.

Protégé:

Chao's Jim Futter Lee will serve as Task Manager and oversee the work Chao performs

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?
SCHANBEL Engineering	McCormick Taylor	McCormick Taylor

Special Arrangements:

MT has office space to allow Chao to work on site as needed to allow for mentoring and use of specialized software if needed



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5. What scope of work is to be performed by each participant of the MPP team utilizing the proposed resources identified above?

- a. Description of Mentor's responsibilities on project:
- Development of Hydraulic Model utilizing Protégé's Hydrologic Model
 - Development of alternative design retrofit solutions
 - Development of 30% and 60% design submission
 - Development of 90 and 100% design submission and bid package
 - Development of final report document and advertisement package

- b. Description of Protégé responsibilities on project:
- Completion of topographic survey
 - Development of hydrologic model
 - Updating hydrologic model based on design process
 - Development of Erosion and Sediment Control and associated NOI/C-SWPPP
 - Development of structural design for boardwalk
 - Assist in construction oversight and project close out

- c. Description of responsibilities that will be completed as a team:
- Completion of final report and bid package
 - Construction oversight and project close out
 - Project management and mentoring

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

It is anticipated that this project will last 24 months. The protégé will be utilized throughout the first half of the project duration. Month 1 to 2 will be survey and other data acquisition. Months 2 to 4 will be development of the Hydrologic models to support the alternative development. Month 5 will be development of hydrologic portion of the design report. For the remainder of the project schedule, Chao will be available to make revisions to the hydrology in the event of design revisions. Month 6 to 12 will be preparation of final design, Month 12 to 24 will be construction oversight and project close out.

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

Progress Meetings will be held bi-weekly during the design phase upon NTP. Meetings will be held either in person or through video conferencing.

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



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Payment schedule will follow the City's payment requirements. The protégé will be paid upon the City paying McCormick Taylor's invoice, typically within 1 month of McCormick Taylor receiving payment. Invoices will be submitted to the City monthly for reimbursement.

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 McCormick Taylor, Inc. (Mentor Firm) this 16th day of September 2021.
Corporate SEAL

By: [Signature]
Title: Chief Visionary Officer
Firm Name: McCormick Taylor, Inc.

ATTEST: [Signature]
By: James C. Wiggins
Title: Secretary

EXECUTED by Chao & Associates, Inc. (Protégé Firm) this 16th day of September 2021.
Corporate SEAL

By: [Signature]
Title: VP of Chao & Associates, Inc.
Firm Name: Chao & Associates, Inc.

ATTEST: [Signature]
By: C. Jimmy Chao, PE
Title: Chairman of Chao & Associates, Inc.



CITY OF COLUMBIA

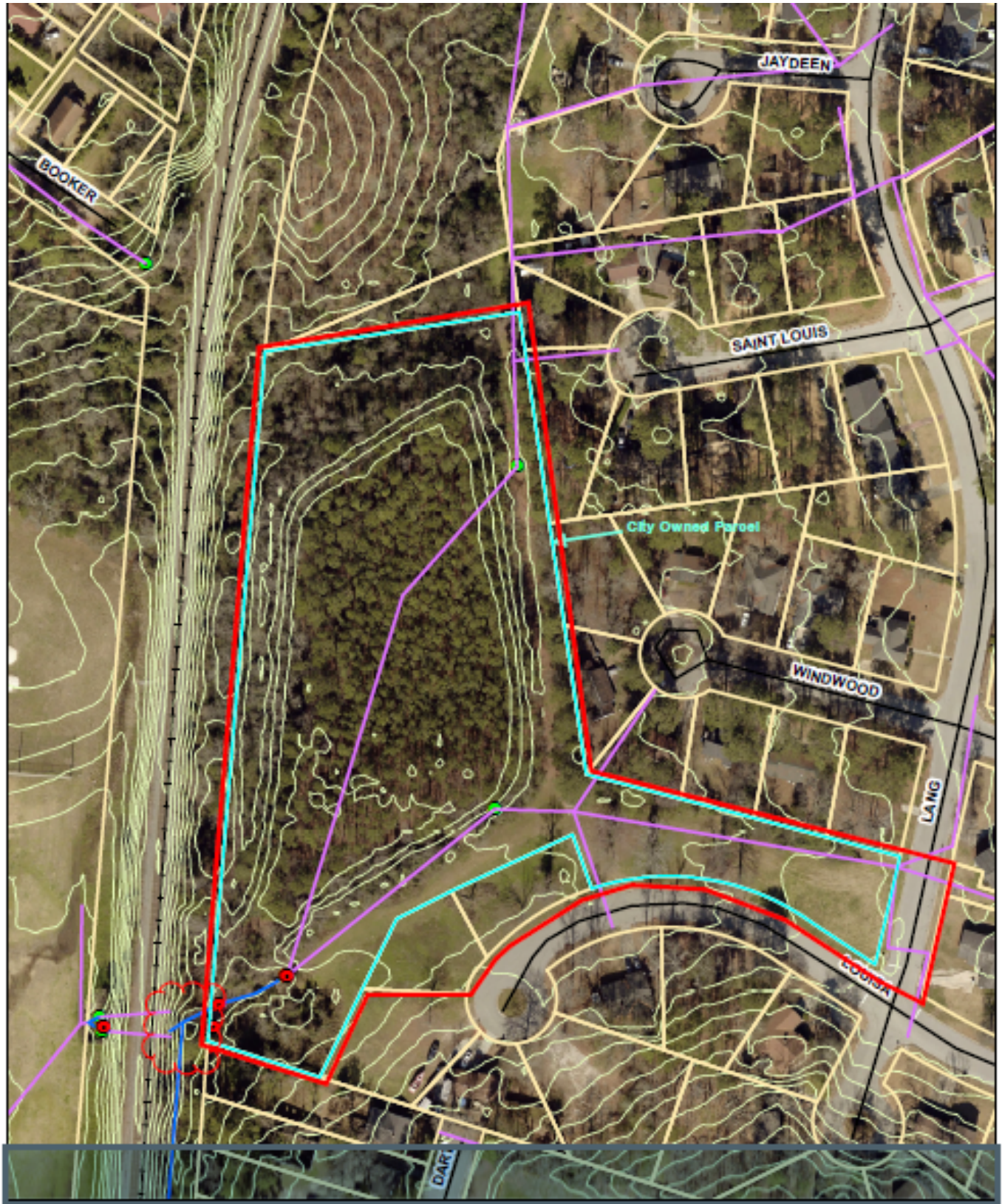
Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 10 day of
December 2021.

By: Lisa Tonya B Germany

Title: Program Compliance Specialist





We Are Columbia

MEETING DATE: March 1, 2022

DEPARTMENT: Procurement and Contracts

FROM: Sandra Middleton, Purchasing Agent

SUBJECT: Council is asked to approve a Professional Services Agreement for Project SS7611; Liquid Train Master Plan Update, as requested by Columbia Water on January 31, 2022. Award to Hazen and Sawyer in an amount not to exceed \$539,693.00. The firm is located in Columbia, SC.

REQUISITION NO.: R214883

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater - Special Contracts Water/Sewer, Stormwater (5516208-638305). The original budget amount is \$539,693.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. Hazen and Sawyer is the mentor and will provide planning, process design, and consulting services at 79.67% (\$429,993.00) of the total contract amount. Howard Engineering, Inc., a Minority Business Enterprise (W) of Columbia, SC, is the protégé and will provide electrical, survey coordination, and sampling assistance services at 20.33% (\$109,700.00) of the total contract amount.

There were eight responses to Category I: Wastewater Treatment (Traditional Mentor-Protégé Teams) under solicitation RFQ002-21-22-NMJ.

The initial term of the agreement is 13 months.

ATTACHMENTS:

- **#a:** SS7611 – Liquid Train Master Plan Update Agreement (PDF)
- **#b:** Location Map Figure 1 (PDF)

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AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQu002-21-22-NMJ Metropolitan Wastewater Treatment 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 Hazen and Sawyer, (hereinafter referred to as the "Consultant"), to update the July 2014 Liquid Train Master Plan (LTMP) which provided preliminary design information for the upgrade of the City's Metropolitan Wastewater Treatment Plant (Metro WWTP) for nitrification at the current and future design capacity 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.

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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 13 months, with the option to continue with work 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. The decision to extend the initial term and any subsequent extension periods may be determined no later than 90 days prior to the end date of each period.

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 Consultants compensation for Fiscal Year 2021/2022 under this agreement shall not exceed One Hundred Sixty-Five Thousand, Eight Hundred Seventy-Seven Dollars and No/100 (\$165,877.00).

The Consultants compensation for Fiscal Year 2022/2023 under this agreement shall not exceed Three Hundred Seventy-Three Thousand, Eight Hundred Sixteen Dollars and No/100 (\$373,816.00), upon approval and appropriation by the City of Columbia, SC.

The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Five Hundred Thirty-Nine Thousand, Six Hundred Ninety-Three Dollars and No/100 (\$539,693.00).

- 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.

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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.

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.

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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 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.

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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.

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	<u>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>20.30</u>	%
LSA	<u>N/A</u>	%

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

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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 20.30%.

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

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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 Consultants 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.

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*.

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- 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.

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 Engineers Permits, City/County/ South Carolina

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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.
- 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

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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. DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;
- 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

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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.
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

Hazen and Sawyer

Name: James N. Struve
Title: Vice President
Address: 1122 Lady Street, Suite 1230
Columbia, SC 29201
Phone: (704) 650-6309
Email: jstruve@hazenandsawyer.com

16. CONSENT DECREE - Non-Applicable

- 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.
- 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

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- 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 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 Consulting 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

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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 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.

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- 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.

- 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.

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- 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 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

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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.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date:_____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
2.16.2022

HAZEN AND SAWYER

Print: Name/Title

Signature

Date:_____

(Corporate Seal)

Attest

Signature

Date:_____

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List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Implementation Plan

EXHIBIT A SCOPE OF SERVICES

**City of Columbia
CIP # SS7611**

Metropolitan Wastewater Treatment Plant Liquid Train Master Plan Update

The services to be performed by Hazen and Sawyer (Consultant) as a part of these Scope of Services for the City of Columbia (CITY) include updating the July 2014 Liquid Train Master Plan (LTMP) which provided preliminary design information for the upgrade of the CITY's Metropolitan Wastewater Treatment Plant (Metro WWTP) for nitrification at the current and future design capacity of 60 mgd and 80 mgd, respectively. The July 2014 LTMP recommended a phased construction schedule to include the following projects:

- Phase 1: Upgrade Train 1 for nitrification at a design flow of 30 mgd
- Phase 2: Upgrade Train 2 for nitrification at a design flow of 30 mgd.
- Phase 3: Expand Train 2 from 30 to 60 mgd and abandon Train 1 infrastructure.
- Phase 4: Expand Train 2 from 60 to 80 mgd.

In light of Train 1 having been upgraded to treat 40 mgd in lieu of 30 mgd and revised NPDES Permit limits for Ultimate Oxygen Demand (UOD) and ammonia nitrogen, there is a need to revisit and update the findings, conclusions and recommendations of the July 2014 LTMP (previously prepared by Consultant) to determine the impact of this change on the previous recommended liquid train improvements, and to ensure compatibility with the recently completed Biosolids Master Plan Update also prepared by Consultant.

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

- Project Administration
- Characterize Data / Perform sampling
- Review Headworks Analysis
- Update and Calibrate Process Model
- Perform Process Alternatives Evaluation
- Develop Train 1 Clarifier Model
- Update Hydraulic Model
- Perform Visual Condition Assessment
- Prepare Final Report

Consultant will also be participating in the CITY's Mentor Protégé Program as part of this project. Howard Engineering (Subconsultant) is the Consultant's Protégé and only subconsultant.

TASK 100 – Project Administration

110 General Project Administration

Consultant will manage the efforts of its project team members and Subconsultant by assigning manpower, delegate responsibilities, review work progress, monitor budget and schedule, and direct the progress of the work. As part of project administration, Consultant will:

- Participate in review meetings with the CITY as outlined.
- Provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the CITY. Provide a detailed project schedule within one week of execution of the Contract.
- Plan and perform project quality control and quality assurance.
- Provide monthly progress reports.
- Consultant will invoice monthly and include amounts invoiced by Subconsultant in accordance with the CITY's invoicing procedures.

120 Coordination Meetings

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

- One (1) kickoff meeting
- Six (6) review workshops
- One (1) final workshop

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 utilize SharePoint provided by the CITY to share and file documentation of project progress, data, decisions, deliverables and management of the project.
- Consultant will adhere to and update schedule as shown in Attachment C.

140 Mentor-Protégé Program

Consultant and Subconsultant will provide the following in compliance with the CITY's Mentor-Protégé Program:

- Consultant will continue the existing Mentor-Protégé Agreement with Subconsultant.
- 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 – Characterize Data / Perform Sampling

210 Kick-off Meeting

Consultant and Subconsultant will participate in a project kick-off meeting with the City. The purpose of this meeting is to introduce the key project team members, review the scope of services as delineated herein, obtain influent / process / operating data, and to obtain NPDES permit limits.

220 Acquire and Analyze Plant Data

Plant data, since the completion of the July 2014 Liquid Train Master Plan, will be compiled and analyzed by Hazen. Influent wastewater parameters to be characterized include flow, temperature, pH, TKN, NH₃-N, and TSS. This data will be used to develop influent wastewater average, maximum month, and maximum day concentrations and loadings, and to develop flow peaking factors for maximum month and peak hour. Plant effluent and operational data will be summarized to evaluate plant performance.

CITY will provide Consultant the following plant data (as currently available) in electronic spreadsheet format:

- Raw Wastewater Influent Data (Flow, BOD₅, TSS, TKN, NH₃, etc.).
- Septage Haulers Data (Volume, BOD₅, TSS, TKN, etc.).
- Operational Data for Liquid Treatment Trains No. 1 and No. 2 (primary sludge flow rate and percent solids; RAS and WAS flow rates and percent solids; and, aeration basins MLSS, SRT/MCRT, dissolved oxygen levels, etc.).

- Landfill Leachate Influent Data (Flow, BOD₅, TSS, TKN, NH₃, etc.).

230 Perform Site-Specific Sampling

Based on review of the available plant data from Subtask 220, additional sampling and analysis for validation/confirmation may be needed. For this up to four (4) days of detailed nutrient characterization and profiling in the field by Consultant staff, plus an additional week of composite sampling by CITY staff. Following a review of available plant data, a sampling plan will be developed and coordinated with CITY staff. For budgeting purposes, approximately 700 samples (400 composites, 150 diurnal, and 150 profiling) are estimated to be collected and analyzed by an independent laboratory.

240 Prepare Technical Memorandum / Coordinate Workshop

Consultant will prepare a technical memorandum (TM) summarizing the findings and results of compiling and analyzing the historical and site-specific plant data. A draft TM will be submitted to CITY for review. Following sufficient review time, a ½-day workshop will be conducted with CITY to present the draft TM and to receive review comments. Comments and direction from this workshop will be incorporated into the final TM.

TASK 300 – Review Headworks Information

310 Review Headworks Information

Consultant will review headworks analysis information previously prepared by the CITY which may include: the maximum allowable headworks load (MAHL) and maximum allowable industrial load (MAIL), the CITY's significant industrial users' (SIU) industrial waste surveys and industrial use permits (IUP), industrial allocation of pollutants, and most recent pretreatment package submittal to South Carolina Department of Health and Environmental Control (SCDHEC).

The headworks analysis information previously collected and submitted by the CITY above will be compared to the historic influent wastewater data and the characterization performed by Consultant in Task 200. If data sets differ significantly, then the Agreement will be amended to perform additional scope of services in the effort to reconcile the data sets to establish a reliable and consistent set of plant performance data for the LTMP update as agreed upon by the CITY and the Consultant.

TASK 400 – Update and Calibrate Process Model

410 Update and Calibrate Process Model

The biological process model (BioWinTM simulator) previously developed by Consultant will be specifically calibrated to the Metro WWTP. The results of the

site-specific sampling event in addition to plant historical data will be utilized to calibrate the model. The calibrated model will be used to predict plant performance throughout its two treatment trains (including sludge production, MLSS concentration, and effluent quality), to evaluate the plant's ability to meet its current and future permit limits at various flow and temperature conditions and wastewater loadings, and to optimize treatment performance.

420 Prepare Technical Memorandum / Conduct Workshop

Consultant will prepare a TM summarizing the findings and results of updating and calibrating the biological process model. A draft TM will be submitted to CITY for review. Following sufficient review time, a ½-day workshop will be conducted with CITY to present the draft TM and to receive review comments. Comments and direction from this workshop will be incorporated into the final TM.

TASK 500 – Perform Process Alternatives Evaluation

510 Evaluate Alternatives

The calibrated process model updated in Task 410 will be utilized to simulate and evaluate plant's capability to reliably meet permit limits during the maximum month flow condition for the current 60 mgd condition (full nitrification) and the future 80 mgd condition (more stringent BNR requirements).

The evaluation will include a general overview of emerging intensification technologies (i.e., granular activated sludge, membrane aerated biofilm reactors, etc.), layout and costs for future filtration (deep bed sand filters and cloth disk filters) and disinfection facilities (UV light), leveraging existing assets (EQ flow diversion structure and EQ lagoon) to mitigate sidestream impacts (landfill leachate, thickening / dewatering centrate).

520 Prepare Technical Memorandum / Conduct Workshop

Consultant will prepare a TM summarizing the findings and recommendations of the alternatives evaluation. A draft TM will be submitted to CITY for review. Following sufficient review time, a ½-day workshop will be conducted with CITY to present the draft TM and to receive review comments. Comments and direction from this workshop will be incorporated into the final TM.

TASK 600 – Develop Train 1 Clarifier CFD Model

610 Prepare Clarifier Stress Testing Protocol

In light of Train 1 currently being upgraded to treat a flow of 40 mgd with a maximum month MLSS concentration of 5,000 mg/L and a SLR between 50 and 59 lbs/sf-d, Consultant will perform a Train 1 clarifier stress test. Consultant will also perform clarifier stress testing on Train 2. Prior to the testing event, a clarifier

stress testing protocol will be developed. A meeting will be coordinated to present and discuss the protocol with CITY Staff.

620 Perform Clarifier Stress Testing

Provide five (5) days of detailed field sampling by Consultant staff including clarifier stress testing and conducting on-site column settling tests, solids profiling, dispersed suspended solids sampling, and flocculation testing to determine the flocculation state of the mixed liquor and its tendency to aggregate and break up. Following a review of available plant data, a sampling plan will be developed and coordinated with CITY staff. For budgeting purposes, approximately 480 total suspended samples are estimated to be collected and analyzed by an independent laboratory.

630 Develop Calibrated CFD Model

Consultant will develop a CFD model (utilizing Clarifier 2D_C simulator) of the Train 1 and Train 2 secondary clarifiers. The results of the site-specific stress testing in addition to plant historical data will be utilized to calibrate the CFD model.

640 Perform Model Simulations

The calibrated CFD model developed in Subtask 630 will be utilized to simulate and evaluate the plant's capability to reliably meet permit limits during the maximum month flow condition, and to optimize any required modifications to the existing Train 1 and Train 2 secondary clarifiers (e.g., peripheral feed / center feed width and depth, launder configuration, effluent baffling, sludge removal, polymer addition).

650 Prepare Technical Memorandum / Conduct Workshop

Consultant will prepare a TM summarizing the findings and recommendations of the Train 1 and Train 2 CFD model. A draft TM will be submitted to CITY for review. Following sufficient review time, a ½-day workshop will be conducted with CITY to present the draft TM and to receive review comments. Comments and direction from this workshop will be incorporated into the final TM.

TASK 700 – Update Hydraulic Model

710 Perform Hydraulic Analysis

Conduct a hydraulic analysis to determine the hydraulic capacity of the individual treatment trains without submerging weirs and/or overtopping structures. A spreadsheet model developed by the Consultant (HazenPro) will be utilized to predict major and minor losses throughout Train 1 and Train 2. Hydraulic restrictions and limitations will be identified, and improvements recommended.

The analysis will include the conceptual level design of a new combined chlorine contact basin to provide a single chlorine feed point for disinfection, and an effluent pump station to only operate when the Congaree levels are at flood stage.

A hydraulic profile will be developed illustrating water surface elevations at all major treatment processes and distribution structures for the maximum month and peak hourly flow conditions for the following two (2) scenarios:

- New plant configuration with Train 1 rated for 40 mgd and Train 2 rated for 20 mgd with a 2.5 peaking factor.
- Previously proposed plant configuration for a single plant with Train 2 rated for 60 mgd with a 2.5 peaking factor.

720 Prepare Technical Memorandum / Conduct Workshop

Consultant will prepare a TM summarizing the findings and recommendations of the hydraulic analysis. A draft TM will be submitted to CITY for review. Following sufficient review time, a ½-day workshop will be conducted with CITY to present the draft TM and to receive review comments. Comments and direction from this workshop will be incorporated into the final TM.

TASK 800 – Perform Visual Condition Assessment

810 Perform Mechanical, Structural and Electrical Assessment

Perform a visual mechanical, structural, and electrical condition assessment of Liquid Trains 1 and 2 including: primary clarifiers (both Trains), aeration basins and blower facilities (Train 2 only), secondary clarifiers (both Trains), and the chlorination / dichlorination facilities (both Trains). The assessment will identify visible defects and deficiencies, estimate useful remaining service life, and recommend improvements including costs. The Consultant will utilize the CITY's computerized maintenance management system (CMMS) to assist in the assessment.

820 Prepare Technical Memorandum / Conduct Workshop

Consultant will prepare a TM summarizing the findings and recommendations of the visual condition assessment. A draft TM will be submitted to CITY for review. Following sufficient review time, a ½-day workshop will be conducted with CITY to present the draft TM and to receive review comments. Comments and direction from this workshop will be incorporated into the final TM.

TASK 900 – Prepare Final Report

910 Prepare Executive Summary

An Executive Summary detailing the findings, conclusions, and recommendations for subsequent actions of the six (6) TMs will be prepared. The Executive Summary will also include a capital improvement plan summarizing the recommended projects and associated cost (construction and engineering) and schedule (design, bidding, and construction). A draft of the Executive Summary will be submitted to CITY for review and comment prior to inclusion in the final Liquid Train Master Plan Update report. The finalized Executive Summary will serve as the basis of design to guide the CITY during detailed design of the recommended improvements. The final deliverable will include four (4) bound copies of the report and one (1) electronic version in bookmarked PDF format.

920 Final Liquid Train Master Plan Update Report Workshop

Consultant will participate in a final Liquid Train Master Plan Update report workshop with CITY to present the report findings and recommendations. A PowerPoint type presentation will be prepared by Consultant to visually present the information and to facilitate discussion.

TASK 1000 – Protégé Services – Howard Engineering

1010 Protégé Services – Howard Engineering

Consultant will utilize Howard Engineering (Subconsultant) as their protégé firm. Subconsultant will assist the Consultant with the following work activities:

- Performing site-specific sampling for Process and CFD Models
- Coordinating testing and analysis with third party laboratory
- Coordinating survey services
- Performing visual electrical condition assessment

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 the Metro WWTP for which field services will be provided.
- Respond to requests for information and review deliverables in a timely manner.
- Provide available data as requested in Exhibit A and as required.

EXHIBIT B PROJECT SCHEDULE

City of Columbia
CIP # SS7611

Metropolitan Wastewater Treatment Plant Liquid Train Master Plan Update

Schedule – Gantt Chart

Milestone Activity	Time Period															
	FY 2021 - 2022					FY 2022 - 2023										
	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	
Notice-to-Proceed																
Kick-Off Meeting																
Task 200 - Characterize Wastewater / Perform Sampling																
Submit TM for City Review					*											
Conduct Workshop					*											
Task 300 - Review Headworks Information																
Task 4 - Update and Calibrate Process Model																
Submit TM for City Review						*										
Conduct Workshop						*										
Task 5 - Perform Process Alternatives Evaluation																
Submit TM for City Review										*						
Conduct Workshop											*					
Task 6 - Develop Train 1 Clarifier CFD Model																
Submit TM for City Review										*						
Conduct Workshop											*					
Task 7 - Update Hydraulic Model																
Submit TM for City Review										*						
Conduct Workshop											*					
Task 8 - Perform Visual Condition Assessment																
Submit TM for City Review							*									
Conduct Workshop								*								
Task 9 - Prepare Final Report																
Submit Executive Summary for City Review												*				
Conduct Final Workshop													*			

**EXHIBIT C
COMPENSATION**

**City of Columbia
CIP # SS7611**

**Metropolitan Wastewater Treatment Plant
Liquid Train Master Plan Update**

Compensation for services provided under Tasks 100 through 1000 as outlined in Exhibit A, Scope of Services, will be billed on a not-to-exceed (NTE) cost ceiling of \$539,693 and is delineated by fiscal year as illustrated in Table 1.

Table 1: NTE Costs by Fiscal Year

Task	Description	Total	Fiscal Year	
			2021 / 2022	2022 / 2023
100	Project Administration	\$13,875	\$3,470	\$10,405
200	Characterize Data / Perform Sampling	\$56,172	\$42,129	\$14,043
300	Review Headworks Information	\$15,880	\$15,880	\$0
400	Update and Calibrate Process Model	\$27,508	\$6,877	\$20,631
500	Perform Process Alternatives Evaluation	\$89,326	\$0	\$89,326
600	Develop Train 1 Clarifier CFD Model	\$105,950	\$26,490	\$79,460
700	Update Hydraulic Model	\$29,716	\$0	\$29,716
800	Perform Visual Condition Assessment	\$47,214	\$11,781	\$35,433
900	Prepare Final Report	\$37,852	\$0	\$37,852
1000	Protégé Services – Howard Engineering	\$109,700	\$56,250	\$53,450
	Expenses	\$6,500	\$3,000	\$3,500
	Totals	\$539,693	\$165,877	\$373,816

Subconsultant's/Protégé's Hourly NTE Fee	\$109,700
Subconsultant's/Protégé's Fee as % of Contract	20.3%
Task 1000 Fee as shown includes allowed Consultant 10% markup	

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

The following tables provide Consultant's and Subconsultant's 2022 hourly billing rates by employee classification, respectively.

**Consultants
2022 Hourly Billing Rates**

<u>Employee Classification</u>	<u>2022 Billing Rates</u>
Vice President	\$265.00
Associate Vice President	\$240.00
Senior Associate	\$225.00
Associate	\$190.00
Senior Principal Engineer	\$168.00
Principal Engineer	\$147.00
Engineer	\$137.00
Assistant Engineer	\$119.00
Senior Principal Designer	\$157.00
Scientist	\$137.00
Principal Designer	\$136.00
Designer / GIS	\$110.00
Administrative	\$77.00
Intern	\$47.00

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)
Howard Engineering, Inc DUNS 961613825 CAGE 7NMRO	V011110	Electrical, Survey Coordination, Sampling Assistance	\$109,700	20.3 %	MBE	FB
				%		
				%		
				%		
				%		
				%		

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 \$ 109,700****TOTAL CONTRACT AMOUNT: \$ 539,693**

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

Business Name: - Hazen and Sawyer

Representative Name/Title: James N. Struve / Vice President

Date: January 19, 2022

Business Information for Subconsultants/Subcontractors- Continued

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

Company Name

5 River Ridge Road

Physical Address

PO Box 237

Mailing Address

Marietta, SC 29661

City/State Zip Code + 4

(864) 836-0440

Phone number

(864) 836-0450

Fax number

Amy Howard

Primary Contact Name

Stephen Schutte

Secondary Contact Name

ahoward@howardengineeringinc.com

Primary Contact Email Address

sschutte@howardengineeringinc.com

Secondary Contact Email Address

57-1038251

Federal ID #

V011110

Vendor #

2) 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 #

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

Company Name



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: January 25, 2022 Mentor Amount: \$429,993

Project Name: Metropolitan WWTP Liquid Train Master Plan Update Mentor % of Total Contract: 79.7

Project #: SS7611 Protégé Amount: \$109,700

Mentor: Hazen and Sawyer Protégé % of Total Contract: 20.3

Protégé: Howard Engineering Duration of the Project: 13 Months

Total Project Contract Amount: \$539,693

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.

The full scope of services needs to be provided to the protégé and a meeting/discussion between the protégé and mentor needs to be held. The protégé and mentor must mutually agree upon the services the protégé will provide at 20% or more throughout the duration of the contract. These services should be based on current capabilities as well as developing and building upon new capacities and skills sets.

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.

The Mentor and Protégé will work together as an integrated team. The Mentor will provide oversight and guidance. The Protégé will assist with site-specific sampling for process and CFD modeling, coordinate testing and analysis with third party laboratory, coordinate survey services, and perform a visual electrical condition assessment of existing treatment plant.

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

The Mentor and Protégé will gain experience working with one another. This will help strengthen the teaming arrangement to hopefully expand the business partnership on future City and non-City related projects.

3. How will the team focus on developing Protégé's business and implementing the actions



CITY OF COLUMBIA

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Phone: 803-545-4185

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.*

Performing this work by the Protégé will expand the Protégé's experience in performing electrical condition assessments of municipal treatment facilities.

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: Project Manager, Process Engineer, Project Engineer, Structural Engineer, and Technical Reviewer

Protégé: Electrical Engineer and Project Engineer

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?
None needed at this time.		

Special Arrangements: None needed at this time.

5. What scope of work is to be performed by each participant of the MPP team utilizing the proposed resources identified above?

- a. Description of Mentor's responsibilities on project: The Mentor will be responsible for updating the July 2014 Metropolitan WWTP's Liquid Train Master Plan which will include the following tasks: Project Administration, Characterize Data / Perform Sampling, Review Headworks Analysis, Update and Calibrate Process Model, Perform Process Alternatives Evaluation, Develop Train 1 Clarifier Model, Update Hydraulic Model, Perform Visual Condition Assessment, and Prepare Final Report.
- b. Description of Protégé responsibilities on project: The Protégé will be responsible for assisting with site-specific sampling, coordinating third party laboratory sampling and analysis, coordinating survey services, and performing a visual electrical condition assessment of treatment facilities.
- c. Description of responsibilities that will be completed as a team: Mentor and Protégé will attend the Kick-off Meeting and participate in the applicable Workshops with the City together.



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

The Columbia Metropolitan WWTP Liquid Train Master Plan Update is anticipated to be completed within 13-months of authorization-to-proceed by the City.

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

Monthly virtual progress meetings will be conducted to assess the progress of all team members involved with the project.

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

The Protégé will submit monthly invoices for payment by the Mentor. The Mentor will pay the Protégé within 14-days upon receipt of payment by the City for services rendered.

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 HAZEN AND SAWYER (Mentor Firm) this 25th day of JANUARY 2022.
Corporate SEAL

By: JAMES N. STINE Jan N. Stine
Title: VICE PRESIDENT
Firm Name: HAZEN AND SAWYER

ATTEST:
By: Stephy Sands
Title: Senior Associate

EXECUTED by Howard Engineering (Protégé Firm) this 26 day of January 2022.
Corporate SEAL

By: Amy Howard



CITY OF COLUMBIA

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

Title: President
 Firm Name: Howard Engineering

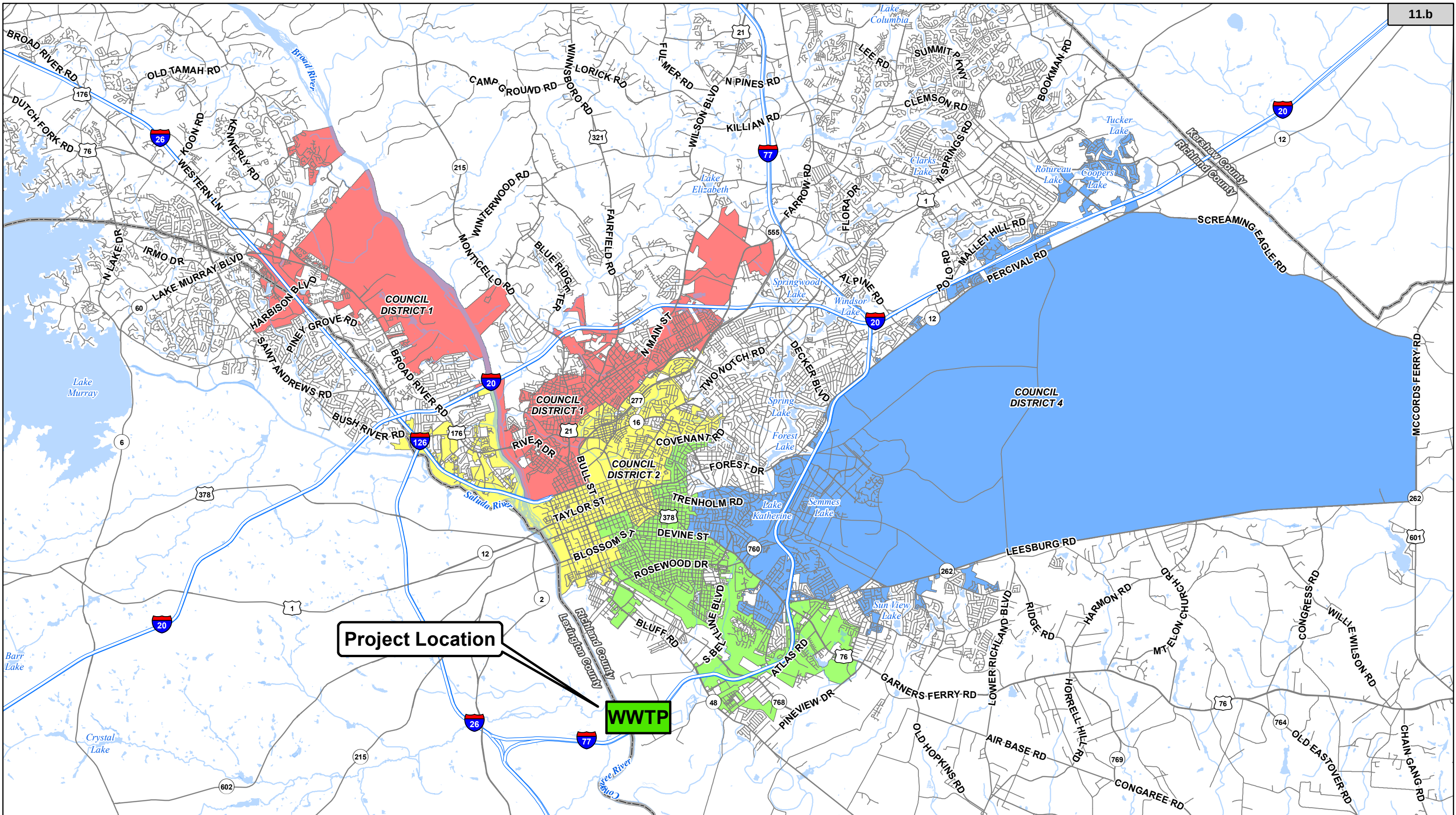
Stephen T. Schutte
 ATTEST: _____
 By: Stephen Schutte
 Title: Senior Project Engineer

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 27 day of
January 20 22.

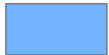
By: LaTonya B Germany

Title: Program Compliance Specialist



Clean Water 2020
Columbia's Clear Vision For Clean Water



- | | | |
|--|---|---|
|  Metro WWTP |  City Council District 1 |  City Council District 3 |
|  City Council District 2 |  City Council District 4 | |



1 in = 2 miles

0 0.5 1 2 3 Miles

Metro WWTP Location Map



We Are Columbia

MEETING DATE: March 1, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-009 - Authorizing the City Manager to execute a Ninth Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on February 15, 2022.

ATTACHMENTS:

- **#a:** Old Boy Properties Hunting Lease Memorandum (PDF)
- **#b:** 2022-009 - 2022-009 Ninth Amendment to Lease - Old Boy Properties (PDF)

HISTORY:

02/15/22

Columbia City Council

APPROVED ON FIRST READING.



PO Box 147 | Columbia, SC 29217 | (803) 733-8682

TO: Teresa Wilson, City Manager

FROM: Clint Shealy, PE, Assistant City Manager, Columbia Water 

SUBJECT: Ordinance No. 2022-009 – Lease for Property Adjacent to Metro Wastewater Treatment Plant

DATE: February 28, 2022

The City's Metro Wastewater Treatment Plant (MWWTP) is located at 1200 Simon Tree Lane. The MWWTP treats all of the sanitary sewer collected throughout the Columbia Water wastewater service area. In addition to the plant, the City owns much of the property around the MWWTP, as indicated on the map below. There have been numerous occasions the adjacent parcels have been utilized for access purposes due to the regular access being impeded by high water levels. In addition, Columbia Water has identified portions of this land for future treatment facility expansion, should capacity or regulatory standards necessitate.

Ordinance 2011-037 is a lease agreement between the City and Old Boy Properties, LLC for a portion of the City owned property adjacent to the plant, as reflected on the map below. Prior to and since the City's purchase of these parcels, they were used for planting, cultivating and harvesting associated with hunting activities. This use was in place prior to the City's purchase of the property. The City was asked and agreed to continue to lease the land for this purpose until such time the City identifies another use that may conflict with the lease, or until such time the lessee no longer wishes to lease the property. At this time, there are no conflicts with this use, thus approval for the lease extension is recommended.



ORDINANCE NO.: 2022-009

Authorizing the City Manager to execute a Ninth Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2022, that the City Manager is authorized to execute the attached Ninth Amendment of Hunting Lease between the City of Columbia and Old Boy Properties, LLC, or on a form approved by the City Attorney.

Requested by:

Assistant City Manager Shealy

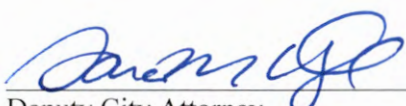
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

NINTH AMENDMENT OF HUNTING LEASE

THIS NINTH AMENDMENT OF HUNTING LEASE by and between the City of Columbia (hereinafter called "LESSOR") and Old Boy Properties, LLC, a South Carolina limited liability company (hereinafter called "LESSEE").

WITNESSETH:

WHEREAS, LESSOR and LESSEE entered into that certain Hunting Lease dated June 7, 2011, (the "LEASE");

WHEREAS, LESSOR and LESSEE entered into that certain First Amendment of Hunting Lease effective as of February 21, 2012; and, LESSOR and LESSEE entered into that certain Second Amendment of Hunting Lease effective as of May 21, 2013; and LESSOR and LESSEE entered into that certain Third Amendment of Hunting Lease effective as of May 20, 2014; and LESSOR and LESSEE entered into that certain Fourth Amendment of Hunting Lease effective as of May 26, 2015; and LESSOR and LESSEE entered into that certain Fifth Amendment of Hunting Lease effective as of April 4, 2017; and LESSOR and LESSEE entered into that certain Sixth Amendment of Hunting Lease effective as of May 16, 2017; and LESSOR and LESSEE entered into that certain Seventh Amendment of Hunting Lease effective as of May 20, 2018; and LESSOR and LESSEE entered into that certain Eight Amendment of Hunting Lease effective as of April 1, 2020 and,

WHEREAS, LESSOR and LESSEE have agreed to modify the terms of the LEASE pursuant to the terms set forth herein;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, and in the further consideration of the agreements contained herein, the parties agree that the LEASE is amended as follows:

Section Two, "Term", shall be amended to the following:

The term of this Hunting Lease shall cover a two-year period commencing on April 1, 2022, and expiring on March 31, 2024.

Except as specifically modified herein, the terms of the LEASE are hereby ratified and confirmed by LESSOR and LESSEE and such terms contained therein shall continue with the same force and effect as if set forth herein and are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have executed this Eighth Amendment effective as of the day and year of the last signature hereinbelow.

Witnesses:

CITY OF COLUMBIA

By: _____

Teresa B. Wilson

Its: City Manager

Date: _____

OLD BOY PROPERTIES, LLC

By: _____

B. Deas Manning

Its: _____

Date: _____



We Are Columbia

MEETING DATE: March 1, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: **Ordinance No.: 2022-012 - A Fifteenth 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 \$335,000,000, 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**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

BACKGROUND:

At the November 29, 2021 Budget Workshop, Robert Chambers, a consultant with Black and Veatch reviewed the Water & Wastewater Rate Study that was the basis for the council approved budget for Fiscal Year 2021-2022. The approved budget included a capital improvement plan (CIP) of \$120 million. The funding of this CIP is from operating cash in the amount of \$31.1 million and the proceeds of a bond issuance in the amount of \$88.9 million. The approval of this ordinance is the next step in the authorization of the bond issuance for this current fiscal year.

In addition to the new money funding of \$88.9 million, staff and our consultants have identified existing bond obligations (Series 2016A, 2016B, 2018, 2019A, 2019C) that may have the potential to be refunded. This refunding would produce savings to the overall system by lowering the amount of interest to be paid on the outstanding principal amounts. It is important to note that we are not looking to extend the repayment periods in order to obtain savings. Staff and our consultants have identified a total of \$261,520,100 in principal and interest that may have a potential to produce savings when we issue the bonds. This amount along with the new money proceeds, escrow interest earnings and cost of issuance total to a not-to-exceed (NTE) amount of \$335,000,000.

If you have additional questions, please do not hesitate to contact me.

Jeff Palen
ACM/CFO

ATTACHMENTS:

- **#a:** 2022-012 Fifteenth Supplemental Ordinance (2022 Water_Sewer Bonds) (PDF)
- **#b:** Memo - W&S Bond Series 2022 - Team and Contacts - 022822 (PDF)

CITY OF COLUMBIA, SOUTH CAROLINA

ORDINANCE NO.: 2022-012

A FIFTEENTH 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 \$335,000,000, 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.

Enacted: _____, 2022

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

Section 1. Definitions.

The terms in this Section 1 and all words and terms defined in the General Bond Ordinance No. 93-43 (the “General Bond Ordinance”) enacted by the City Council (the “Council”) of the City of Columbia, South Carolina (the “City”), on May 21, 1993 (such General Bond Ordinance as from time to time amended or supplemented by Supplemental Ordinances being defined in the Ordinance as the “Ordinance”) (except as herein otherwise expressly provided or unless the context otherwise requires) shall for all purposes of this Fifteenth Supplemental Ordinance have the respective meanings given to them in the Ordinance and in Section 1 hereof.

“2009 Letter of Credit” shall mean the irrevocable, direct-pay letter of credit issued by the Bank securing the payment of the principal of and interest on the Bonds of 2009.

“Bank” shall mean Sumitomo Mitsui Banking Corporation, acting through its New York Branch, as provider of the Letter of Credit.

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

“Bond Purchase Agreement” shall mean one or more Bond Purchase Agreements relating to the sale of the New Bonds, to be dated the date of execution and delivery thereof between the Underwriters and the City, as amended or supplemented thereto.

“Bonds of 2009” shall mean the original principal amount \$81,860,000 City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2009, dated September 2, 2009, of which \$81,335,000 is outstanding as of the date of this Fifteenth Supplemental Ordinance.

“Bonds of 2013” shall mean the original principal amount \$75,305,000 Waterworks and Sewer System Revenue Bonds, Series 2013, dated December 18, 2013, of which \$1,735,000 is outstanding as of the date of this Fifteenth Supplemental Ordinance.

“Bonds of 2016A” shall mean the original principal amount \$63,325,000 Waterworks and Sewer System Revenue Bonds, Series 2016A, dated December 8, 2016, of which \$30,350,000 is outstanding as of the date of this Fifteenth Supplemental Ordinance.

“Bonds of 2016B” shall mean the original principal amount \$146,710,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series

2016B, dated December 8, 2016, of which \$142,100,000 is outstanding as of the date of this Fifteenth Supplemental Ordinance.

“Bonds of 2018” shall mean the original principal amount \$87,340,000 City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2018, dated June 21, 2018, of which \$50,510,000 is outstanding as of the date of this Fifteenth Supplemental Ordinance.

“Bonds of 2019A” shall mean the original principal amount \$131,085,000 Waterworks and Sewer System Revenue Bonds, Series 2019A, dated December 5, 2019, of which \$93,110,000 is outstanding as of the date of this Fifteenth Supplemental Ordinance.

“Bonds of 2019B” shall mean the original principal amount \$143,855,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Taxable Series 2019B, dated December 5, 2019, of which \$136,320,000 is outstanding as of the date of this Fifteenth Supplemental Ordinance.

“Bonds of 2019C” shall mean the original principal amount \$6,875,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series 2019C, dated December 5, 2019, of which \$4,980,000 is outstanding as of the date of this Fifteenth Supplemental Ordinance.

“Bonds of 2021A” shall mean the original principal amount \$18,935,000 Waterworks and Sewer System Revenue Bonds, Series 2021A, dated March 17, 2021, all of which are outstanding as of the date of this Fifteenth Supplemental Ordinance.

“Bonds of 2021B” shall mean the original principal amount \$116,600,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Taxable Series 2021B, dated March 17, 2021, all of which are outstanding as of the date of this Fifteenth Supplemental Ordinance.

“Bonds to be Refunded” shall mean the Outstanding Parity Bonds (or any portion thereof) to be refunded with a portion of the proceeds of the New Bonds, as determined by the Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11.

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

“Business Day” shall mean, with respect to the New Bonds issued pursuant to this Fifteenth Supplemental Ordinance, any day other than a Saturday, a Sunday or a day which shall

be a legal holiday or a day on which banking institutions are authorized by law or executive order to close in the State or the state in which the respective offices of the Paying Agent and the Registrar are located.

“City Representative” shall mean the person or persons at the time designated to act on behalf of the City for the purpose of performing any act under this Fifteenth Supplemental Ordinance by a written certificate containing the specimen signature of such person or persons and signed on behalf of the City by the Mayor or the City Manager.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Agreement” shall have the meaning given that term in Section 15 hereof.

“Council” shall mean the City Council of the City.

“Custodian” shall mean the bank, depository or trust company selected by the City as custodian of the Series Construction Fund.

“Depository” shall mean 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 15A of the Securities Exchange Act of 1934, as amended, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the New Bonds, and to effect transfers of the New Bonds, in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited-purpose trust company), New York, New York.

“Eleventh Supplemental Ordinance” shall mean Eleventh Supplemental Ordinance No. 2016-046 of the Council of the City enacted on September 6, 2016.

“Escrow Agent” shall mean Regions Bank, as paying agent for the Bonds to be Refunded and, if applicable, escrow agent under the Refunding Trust Agreement.

“Fifth Supplemental Ordinance” shall mean Fifth Supplemental Ordinance No. 2007-072 of the Council of the City enacted on September 19, 2007, as supplemented by the Sixth Supplemental Ordinance and the Seventh Supplemental Ordinance.

“Fourteenth Supplemental Ordinance” shall mean Fourteenth Supplemental Ordinance No. 2020-098 of the Council of the City enacted on November 10, 2020.

“Initial Bonds” shall mean the New Bonds initially issued in Book-Entry Form as provided in Section 4 hereof.

“Insurer” shall mean each insurance company providing a Surety Bond, or any successor thereto or assignee thereof.

“Insurer Default” shall mean there shall exist a default in the payment by the Insurer of principal of or any interest on any New Bond when required to be made by the applicable Surety Bond.

“Interest Payment Date” shall mean February 1 and August 1 of each year commencing August 1, 2022, or as otherwise determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof.

“Letter of Credit” shall mean, subject to Section 8 hereof, a letter of credit (if any) issued by a bank or other financial institution satisfactory to the City, to satisfy all or a portion of the Series Reserve Fund Requirement.

“New Bonds” shall mean the City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, in one or more series pursuant to Section 3 hereof, in the aggregate principal amount of not exceeding \$335,000,000, in order to refinance the Bonds to be Refunded, to finance the Costs of Acquisition and Construction of the New Projects (including interest coming due on a portion of the New Bonds), to fund deposits to the Series Debt Service Reserve Funds, if any, or otherwise satisfy the Series Reserve Fund Requirements, if any, applicable thereto as provided herein and to finance Costs of Issuance, authorized to be issued hereunder.

“New Projects” shall mean, collectively, the improvements, extensions and enlargements to the System, including any one or more of the projects described in Schedule I hereto, and such other improvements as the City may deem necessary or incidental to the System.

“Outstanding Parity Bonds” shall mean, as of the date of this Fifteenth Supplemental Ordinance, the Bonds of 2009, the Bonds of 2013, the Bonds of 2016A, the Bonds of 2016B, the Bonds of 2018, the Bonds of 2019A, the Bonds of 2019B, the Bonds of 2019C, the Bonds of 2021A and the Bonds of 2021B.

“Paying Agent” shall mean the bank, trust company or other 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, to act as Paying Agent for the New Bonds.

“Principal Payment Date” shall have the meaning given to such term in Section 3(a).

“Refunding Trust Agreement” shall mean, collectively, one or more Refunding Trust Agreements dated the date of their execution between the City and the Escrow Agent.

“Refunding Trust Fund” shall mean, collectively, one or more funds of that name created pursuant to the Refunding Trust Agreement.

“Registrar” shall mean the bank, trust company or other 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, to act as Registrar for the New Bonds.

“Reimbursement Agreement” shall mean, subject to Section 8, a reimbursement agreement between the City and the Insurer relating to a Surety Bond.

“Seventh Supplemental Ordinance” shall mean Seventh Supplemental Ordinance No. 2009-83 of the Council of the City enacted on August 19, 2009.

“Series Construction Fund” shall mean one or more Funds established pursuant to Section 13 hereof into which a portion of the proceeds of a Series of the New Bonds will be deposited and from which such proceeds will be disbursed to pay the Costs of Acquisition and Construction of the New Projects (including interest coming due on such Series of New Bonds, subject to Section 7 hereof) and Costs of Issuance, as applicable. Pursuant to Section 13, each Series Construction Fund shall be further identified or designated to relate to the specific Series of the New Bonds issued hereunder.

“Series Debt Service Fund” shall mean one or more Funds established pursuant to Section 7 hereof to provide for the payment of the principal of and interest on the Series of the New Bonds related thereto. Pursuant to Section 7, each Series Debt Service Fund shall be further identified or designated to relate to the specific Series of the New Bonds issued hereunder, and may include a capitalized interest account therein for the payment of interest coming due on such Series of New Bonds.

“Series Debt Service Reserve Fund” shall mean one or more Funds, if any, established pursuant to Section 8 hereof (a) to insure the timely payment of the principal and interest on the New Bonds related thereto; and (b) to provide for the redemption of the Series of the New Bonds related thereto. Pursuant to Section 8, each Series Debt Service Reserve Fund shall be further identified or designated to relate to the specific Series of the New Bonds issued hereunder.

“Series Reserve Fund Requirement” shall mean the amount, if any, established pursuant to Section 8 hereof.

“Sixth Supplemental Ordinance” shall mean Sixth Supplemental Ordinance No. 2009-87 of the Council of the City enacted on August 19, 2009.

“Surety Bond” shall mean, subject to Section 8, the reserve policy or surety bond, if any, issued by the Insurer in connection with the New Bonds and payable to the Paying Agent.

“Swap” shall mean the interest rate swap transaction entered into under the authorization of the Fifth Supplemental Ordinance.

“Tenth Supplemental Ordinance” shall mean Tenth Supplemental Ordinance No. 2013-097 of the Council of the City enacted on September 3, 2013.

“Thirteenth Supplemental Ordinance” shall mean Thirteenth Supplemental Ordinance No. 2019-024 of the Council of the City enacted on September 17, 2019.

“Twelfth Supplemental Ordinance” shall mean Twelfth Supplemental Ordinance No. 2018-012 of the Council of the City enacted on May 1, 2018.

“Underwriters” shall mean the firm or firms designated to serve as underwriter for the New Bonds, as selected by the Mayor, the City Manager, and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof.

“Value” or “Values” means, if a Surety Bond is in effect for a Series of New Bonds, with respect to any Permitted Investments for the Series Debt Service Fund and Series Debt Service Reserve Fund established for such Series of New Bonds, the amount calculated under the Ordinance determined as of any date of calculation as follows:

- (a) the bid price published by a nationally recognized pricing service as selected by the City in its sole discretion;
- (b) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; and
- (c) as to any investment not specified above: the value thereof established by prior agreement between the City and the Insurer.

Section 2. Certain Findings and Determinations.

The City hereby finds and determines:

(a) This Fifteenth Supplemental Ordinance supplements the Ordinance, constitutes and is a “Supplemental Ordinance” within the meaning of such quoted term as defined and used in the Ordinance, and is enacted under and pursuant to the Ordinance.

(b) The New Bonds constitute and are “Bonds” within the meaning of the quoted word as defined and used in the Ordinance.

(c) Subject to the following sentence, the Net Revenues pledged under the Ordinance are not encumbered by any lien and charge thereon or pledge thereof, other than (i) the lien and charge thereon and pledge thereof created by the General Bond Ordinance, the Fifth Supplemental Ordinance and the Seventh Supplemental Ordinance for the payment and security of the Bonds of 2009; (ii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Tenth Supplemental Ordinance for the payment and security of the Bonds of 2013; (iii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Eleventh Supplemental Ordinance for the payment and security of the Bonds of 2016A and the Bonds of 2016B; (iv) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Twelfth Supplemental Ordinance for the payment and security of the Bonds of 2018; (v) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Thirteenth Supplemental Ordinance for the payment and security of the Bonds of 2019A, the Bonds of 2019B and the Bonds of 2019C; (vi) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Fourteenth Supplemental Ordinance for the

payment and security of the Bonds of 2021A and the Bonds of 2021B; and (vii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and this Fifteenth Supplemental Ordinance for the payment and security of the New Bonds. The City has heretofore entered into (1) the Swap which is secured by a pledge of and lien and charge upon the Net Revenues of the System, which lien and charge is subordinate and inferior to the lien and charge thereof securing the Outstanding Parity Bonds and any other Bonds issued pursuant to the General Bond Ordinance on a parity with the Outstanding Parity Bonds and (2) the 2009 Letter of Credit, the City's payment obligations under each of which are limited to Net Revenues of the System available "to meet any obligations of the City which are or which shall become charges, liens or encumbrances upon the Revenues of the System" as provided in Section 6.7 of the General Bond Ordinance.

(d) There does not exist an Event of Default, nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute such Event of Default.

(e) The period of usefulness of the System is in excess of thirty (30) years from the date hereof.

(f) The estimated Costs of Acquisition and Construction of the New Projects (excluding Costs of Issuance and interest coming due on any New Bonds) are approximately \$88,900,000 to be financed in part with the proceeds of the New Bonds.

(g) Article III of the General Bond Ordinance provides that one or more Series of Bonds may be issued for such purposes as may be permitted by the Act upon compliance with certain provisions of the General Bond Ordinance for the purposes of paying the Costs of Acquisition and Construction of one or more Projects authorized to be financed under the Act. Further, Section 3.4(B) of the General Bond Ordinance provides that Bonds may be issued at any time for the purpose of refunding (including by purchase) other Bonds, including amounts to pay principal, redemption premium and interest to the date of redemption (or purchase) of the refunded Bonds and the Cost of Issuance; provided that (i) the aggregate Debt Service on all Bonds to be Outstanding after the issuance of the proposed Series of New Bonds shall not be greater than would have been the aggregate Debt Service of all Bonds not then refunded and the Bonds to be refunded; or (ii) the requirements of paragraph (A), (B), (C) and (E) of Section 3.3 of the General Bond Ordinance are met with respect to the refunding Series. Bonds issued upon compliance with Section 3.2 and Section 3.3 of the General Bond Ordinance shall be issued on a parity as to the Net Revenues of the System in all respects *inter sese*.

(h) Section 12.1 of the General Bond Ordinance provides that the obligations of the City under the Ordinance and the liens, pledges, charges, trusts, covenants and agreements of the City made or provided for therein shall be fully discharged and satisfied as to any Bond, and such Bond shall no longer be deemed to be Outstanding under the General Bond Ordinance when payment of the principal of, redemption premium, if any, and interest on such Bond shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment, (A) moneys sufficient to make such payment, or (B) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure

the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Paying Agent and Registrar for the New Bonds.

(i) Subject to Section 8 hereof, if a Series Debt Service Reserve Fund is established hereunder with respect to a Series of the New Bonds, it shall secure only such Series of New Bonds, and the Series Reserve Fund Requirement (if any) will be satisfied through the deposit of cash (at such time 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, pursuant to Section 8 hereof), the purchase of a Surety Bond, the provision of a Letter of Credit or any combination of the foregoing, for the benefit of the Holders of the New Bonds.

(j) The New Bonds are being issued hereunder in an aggregate principal amount of not exceeding \$335,000,000, for one or more of the following purposes: (1) to refinance the Bonds to be Refunded (the “Refunding”); (2) to improve and enlarge the System (i.e., the New Projects); (3) to pay interest coming due on the New Bonds; (4) to fund the Series Debt Service Reserve Fund (if any) in an amount equal to the Series Reserve Fund Requirement (if funded upon the initial delivery of the Bonds) through the deposit of cash, the purchase of a Surety Bond, the provision of a Letter of Credit or any combination thereof, and (5) to pay the Cost of Issuance of the New Bonds.

(k) It is necessary and in the best interest of the City to undertake the Refunding and/or the New Projects and to issue the New Bonds in the aggregate principal amount of not exceeding \$335,000,000 in accordance with the Ordinance, the Act, and this Fifteenth Supplemental Ordinance for the purposes and subject to the limitations set forth above, which New Bonds shall be issued on a parity with the Outstanding Parity Bonds.

Section 3. Authorization of New Bonds.

(a) There is hereby authorized to be issued one or more Series of Bonds designated “City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series (year) [including such further words, numbers or letters as may be necessary or desirable to identify individual series, purpose for issuance and taxable status, if applicable]” (collectively, the “New Bonds”), in the aggregate principal amount of not exceeding \$335,000,000. The proceeds of the New Bonds shall be used for one or more of the purposes set forth in Section 2(j) hereof.

The New Bonds shall mature on February 1 in each of the years (the “Principal Payment Dates”) and in the principal amounts, and bear interest at the rates per annum (calculated on the basis of a 360-day year composed of twelve 30-day months), as determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof.

(b) Such of the New Bonds as the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, shall determine pursuant to Section 11 hereof shall be subject to mandatory redemption at a redemption price equal to the principal amount of the New Bonds to be redeemed, together with interest accrued from the date of redemption, in the years and in the amounts determined by the Mayor, the

City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof.

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Registrar for cancellation New Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such New Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each New Bond so delivered or previously purchased or redeemed shall be credited by the Registrar, at one hundred percent (100%) of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in such order as the City may direct the Registrar in writing, and the principal amount of the New Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

(c) The Registrar, without further authorization or direction from the City, shall give notice of all mandatory redemptions within the time periods and in the manner specified in Article V of the General Bond Ordinance.

(d) The New Bonds shall originally be dated the date of delivery of the New Bonds, or such other date as the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, shall determine pursuant to Section 11 hereof, and shall be issued as fully registered Bonds in the denominations of \$5,000 and integral multiples of \$5,000, or in such other denominations determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof. The New Bonds shall be numbered and lettered in such a fashion as to maintain a proper record thereof.

(e) Principal of and redemption premium, if any, on the New Bonds shall be payable at the designated corporate trust office of the Paying Agent. Interest on the New Bonds shall be payable on each Interest Payment Date, in each case to the Holders as of the immediately preceding Record Date, such interest to be paid by the Paying Agent by check or draft mailed to each Holder at the address as it appears on the Books of Registry maintained at the designated corporate trust office of the Paying Agent, in the case of a Holder of \$1,000,000 or more in principal amount of New Bonds, by wire transfer to an account within the continental United States upon the timely receipt of a written request of such Holder.

(f) The New Bonds and the assignment provisions pertaining thereto shall be in substantially the form set forth in Exhibit A hereto, with such necessary or appropriate variations, omissions and insertions as are incidental to the series, numbers, denominations, maturities, dates, interest rate or rates, redemption provisions, the purpose of issuance and other details thereof or as are otherwise permitted or required by law or by the Ordinance, including this Fifteenth Supplemental Ordinance.

(g) A copy of the approving opinion to be rendered on the New Bonds shall be attached to each New Bond, preceding the same a certificate shall appear, which shall be signed on behalf of the City by a manual or facsimile signature of the Clerk of the City. Such certificate shall be in the form substantially as follows:

IT IS HEREBY CERTIFIED that the following are true and correct copies of the respective approving opinions of Burr & Forman LLP, Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, the originals of which were manually executed, dated and issued as of the date of the delivery of and payment for the bonds, and copies of which are on file with the City of Columbia, South Carolina.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Clerk

Section 4. Book-Entry System; Recording and Transfer of Ownership of the New Bonds.

The Initial Bonds will be eligible securities for the purposes of the Book-Entry System of transfer maintained by the Depository, and transfers of beneficial ownership of the Initial Bonds shall be made only through the Depository and its participants in accordance with rules specified by the Depository. Such beneficial ownership must be of \$5,000 principal amount of Initial Bonds of the same Series and maturity or any integral multiple of \$5,000.

The Initial Bonds will be issued in fully-registered form, as a single Bond representing the entire principal amount of each Series of the New Bonds or one New Bond for each of the maturities of each Series of the New Bonds, in the name of Cede & Co., as the nominee of the Depository. When any principal of, premium, if any, or interest on the Initial Bonds becomes due, the City shall transmit or cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of the Depository as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of the Depository shall be considered to be the owner of the Initial Bonds so registered for all purposes of this Fifteenth Supplemental Ordinance, including, without limitation, payments as aforesaid and receipt of notices. The Depository shall remit such payments to the Beneficial Owners of the New Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to the Depository in accordance with the provisions of the General Bond Ordinance.

The Depository is expected to maintain records of the positions of Participants in the Initial Bonds, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners in the Initial Bonds. The City, the Registrar and the Paying Agent make no assurances that the Depository and its Participants will act in accordance with such rules or

expectations on a timely basis, and the City, the Registrar and the Paying Agent shall have no responsibility for any such maintenance of records or transfer of payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

The City, the Paying Agent and the Registrar may treat the Depository (or its nominee) as the sole and exclusive owner of the New Bonds registered in its name for the purpose of payment of the principal of, interest or premium, if any, on the New Bonds, giving any notice permitted or required to be given to Bondholders under the General Bond Ordinance or this Fifteenth Supplemental Ordinance, registering the transfer of the New Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The City, the Paying Agent and the Registrar shall not have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the New Bonds under or through the Depository or any Participant, or any other person which is not shown on the Books of Registry of the City maintained by the Registrar as being a Bondholder, with respect to: the accuracy of any records maintained by the Depository or any Participant or the maintenance of any records; the payment by the Depository or any Participant of any amount in respect of the principal of, interest or premium, if any, on the New Bonds; the sending of any transaction statements; the delivery or timeliness of delivery by the Depository or any Participant of any notice which is permitted or required to be given to Bondholders thereunder; the selection of Bondholders to receive payments upon any partial redemption of the New Bonds; or any consent given or other actions taken by the Depository as a Bondholder.

If (a) the Depository determines not to continue to act as securities depository for the New Bonds, and gives reasonable notice to the Registrar or the City, or (b) the City has advised the Depository of the City's determination that the Depository is incapable of discharging its duties, then the City shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the City or the Registrar of the Initial Bonds together with an assignment duly executed by the Depository, the City shall execute and deliver to the successor depository, the New Bonds of the same principal amount, interest rate and maturity. If the City is unable to retain a qualified successor to the Depository, or the City has determined that it is in its best interest not to continue the Book-Entry System of transfer or that interests of the Beneficial Owners of the New Bonds might be adversely affected if the Book-Entry System of transfer is continued (the City undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the New Bonds by mailing an appropriate notice to the Depository, upon receipt by the City of the Initial Bonds together with an assignment duly executed by the Depository, the City shall execute, authenticate and deliver to the Depository Participants the New Bonds in fully-registered form, in authorized denomination; provided, however, that the discontinuation of the Book-Entry System of registration and transfer with respect to the New Bonds or the replacement of the Depository or any successor depository shall be subject to the applicable rules and procedures of the Depository or such successor depository on file or otherwise approved by the Securities and Exchange Commission.

Section 5. Optional Redemption of New Bonds.

Such of 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, pursuant to Section 11 hereof shall be subject to redemption prior to maturity, at the option of the City upon the written direction of the City, in whole or in part at any time in such order of their maturities as the City shall determine and by lot within a maturity, at the respective redemption prices with respect to each New Bond, expressed as a percentage of principal amount of the New Bonds to be redeemed, as shall 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, pursuant to Section 11 hereof, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption.

Section 6. Payment of the New Bonds.

The New Bonds, together with the interest thereon, shall be payable, in such coin or currency of the United States of America which at the time of such payment is legal tender for public and private debts, solely from the Net Revenues of the System in accordance with the provisions of the Ordinance including this Fifteenth Supplemental Ordinance. The New Bonds shall be issued on a parity with the pledge of Net Revenues securing the remaining Outstanding Parity Bonds, and shall be senior to the pledge thereof securing the City's obligations under the Swap, the 2009 Letter of Credit or any Junior Bonds or any other charges, liens or encumbrances on the Net Revenues of the System, as contemplated by Section 6.7 of the General Bond Ordinance.

The New Bonds, and the interest thereon, shall not be a debt of the City, nor a charge, lien or encumbrance, legal or equitable, upon any property of the City or upon any income, receipts or revenues of the City other than such of the Net Revenues of the System as are hereby pledged to the payment thereof. No recourse shall be had for the payment of the New Bonds, or the interest thereon, or any part thereof, against the general fund of the City, nor shall the credit or taxing powers of the City be deemed to be pledged to the payment of the principal of and interest on the New Bonds. The full faith, credit and taxing powers of the State of South Carolina or of the City are not pledged to the payment of the principal of or the interest on the New Bonds, and the New Bonds shall never constitute an indebtedness of the City within the meaning of any State constitution provision (other than Article X, Section 14, Paragraph 10, of the South Carolina constitutional provision authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation.

Section 7. Establishment of Series Debt Service Fund.

In accordance with Section 6.5 of the General Bond Ordinance, the Series Debt Service Fund is hereby established on the date of the original delivery of the New Bonds and held by the City for the benefit of the Holders of the New Bonds; provided, however, that upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established for the payment of debt service on such Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the “Series Debt Service Fund” with respect to the related Series of New Bonds. Notwithstanding the provisions of this Fifteenth Supplemental Ordinance, the City may elect to establish a capitalized interest account within the Series Debt Service Fund for the payment of interest coming due on the New Bonds as described in Section 6.5 of the General Bond Ordinance, into which account a portion of the proceeds of the New Bonds will be deposited and used as provided for in Sections 12 and 13 hereof; provided, that any amounts on deposit in such capitalized interest account may be transferred to the Series Construction Fund at the City’s direction and used as provided for in Sections 12 and 13 hereof.

Section 8. Establishment of the Series Reserve Fund Requirement and Series Debt Service Reserve Fund.

In accordance with Section 6.6 of the Ordinance, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, may determine whether it is necessary or desirable to establish a Series Debt Service Reserve Fund for the benefit of the Holders of one or more Series of New Bonds (if any) and the amount and timing of funding of the Series Reserve Fund Requirement, and, if so, such Series Debt Service Reserve Fund shall be established on the date of the original delivery of such Series of New Bonds or funded from System Revenues over a period of time thereafter and held by the City, all as provided in the Ordinance; provided, however, that (1) upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established (if at all) for each Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the “Series Debt Service Reserve Fund” with respect to the related Series of New Bonds; and (2) in the event of any full or partial defeasance of a Series of New Bonds under Article X of the Ordinance, then the Series Reserve Fund Requirement established for such Series of New Bonds shall be recalculated based on the then Outstanding principal amount of such Series. If the Series Debt Service Reserve Fund is established, the Series Reserve Fund Requirement initially will be satisfied by the City by the deposit of cash into the Series Debt Service Reserve Fund (which may, 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, pursuant to Section 11 hereof, be funded from the proceeds of the New Bonds on the date of delivery thereof or from System Revenues thereafter), with the purchase of a Surety Bond, the provision of a Letter of Credit or any combination of the foregoing, in each case for the benefit of the Holders of the New Bonds.

Section 9. Authorization to Effect Refunding; Redemption of the Bonds to be Refunded. The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and directed for and

on behalf of the City to take such actions, including but not limited to the execution by the Mayor and the City Manager, or either of them acting alone, of the Refunding Trust Agreement or other agreements, and give such directions as shall be necessary to carry out the provisions of this Fifteenth Supplemental Ordinance, including directions to the paying agent and/or registrar of the Bonds to be Refunded calling all or a portion of the Bonds to be Refunded for redemption on one or more dates. If executed, the Refunding Trust Agreement shall be dated the date of delivery of the related Series of the New Bonds to the initial purchaser thereof, and substantially in the form approved by the Mayor and the City Manager, or either of them acting alone, upon the advice of counsel to the City. The execution thereof shall be evidence of the approval of any such form of agreement.

Upon delivery of the New Bonds, a portion of the principal proceeds thereof, together with amounts (if any) deposited in the Debt Service Fund(s) with respect to the Bonds to be Refunded and other funds of the City, shall be used to refinance the Bonds to be Refunded or, if applicable, be deposited with the Escrow Agent and held by it in the Refunding Trust Fund under the Refunding Trust Agreement. Subject to the terms of the Refunding Trust Agreement, it shall be the duty of the Escrow Agent to keep such proceeds invested and reinvested to the extent that it shall be practical in Government Obligations and to apply the principal and interest of the trust so established in the manner prescribed in such Refunding Trust Agreement and the General Bond Ordinance.

The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized to take such actions as may be necessary or desirable, upon the advice of counsel to the City, to secure the Government Obligations to be purchased under the Refunding Trust Agreement, including but not limited to the preparation and dissemination of bid specifications, subscription forms and the execution of directions to purchase such Government Obligations.

Section 10. Designation of Registrar and Paying Agent.

The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and empowered to select the Registrar and the Paying Agent, respectively, for the New Bonds, pursuant to Section 11 hereof. The Registrar and the Paying Agent shall signify its acceptance of its duties upon delivery of the New Bonds.

Section 11. Sale and Issuance of New Bonds; Official Statement; Collateral Agreements.

(a) The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and empowered to determine the original issue dates and initial Interest Payment Dates of each Series of the New Bonds; the aggregate principal amounts of the New Bonds, if less than authorized by this Ordinance, and each Series thereof (including the Series or portions thereof to be issued on a taxable or tax-exempt basis), authorized denominations thereof and the purposes of each Series thereof; the Bonds to be Refunded; the interest rates for each Series of the New Bonds; the New

Bonds to be subject to mandatory and optional redemption; whether the Series Debt Service Reserve Fund will be established and funded with respect to each Series of the New Bonds and, if so, the manner and timing in which the Series Reserve Fund Requirement will be satisfied; the redemption prices of the New Bonds subject to optional redemption; the Registrar and Paying Agent for each Series of the New Bonds; whether each Series of the New Bonds will be sold in a public or private offering or offered through a private placement transaction, and the firm or firms which will serve as the Underwriter(s) or purchaser(s), as the case may be, in connection therewith; and any original issue discount or original issue premium at which each Series of the New Bonds will be sold; any Underwriter's discount or other fee payable to the purchasers of each Series of the New Bonds; and any other terms, provisions and matters necessary or advisable to effect the issuance of each Series of the New Bonds.

(b) The Mayor and the City Manager, or either of them acting alone, are hereby authorized and empowered to enter into, on behalf of the City, one or more Bond Purchase Agreements to be dated the date of their respective execution. Upon the submission of each such Bond Purchase Agreement by the Underwriters, the Mayor and the City Manager, or either of them acting alone, shall further determine that the respective Bond Purchase Agreement is fair and reasonable and in the best interest of the City; that the related Series of New Bonds shall be sold to the Underwriters upon the terms and conditions set forth in such Bond Purchase Agreements and upon the basis of the representations therein set forth, and that all conditions precedent to or concurrent with the acceptance of the Bond Purchase Agreements by the City have been met. The Council hereby approves the form of Bond Purchase Agreement attached hereto as Exhibit B, together with such amendments and modifications to the form thereof as the Mayor and the City Manager, or either of them acting alone, shall negotiate and approve, and authorizes and directs the Mayor and the City Manager, or either of them acting alone, to execute the Bond Purchase Agreements, as so modified and amended, and deliver such executed Bond Purchase Agreements to the Underwriters, such person's execution and delivery of the Bond Purchase Agreements constituting conclusive evidence of his approval of the matters therein contained.

(c) The Council hereby ratifies and approves the form of Preliminary Official Statement relating to the New Bonds, in substantially the form attached hereto as Exhibit C, together with such amendments and modifications to the form thereof (the "Preliminary Official Statement") as the Mayor and the City Manager, or either of them acting alone, shall negotiate and approve. The Mayor and the City Manager, or either of them acting alone, is hereby authorized to "deem final" one or more Preliminary Official Statements related to the New Bonds for purposes of complying with the requirements set forth in Rule 15c2-12 of the Securities and Exchange Commission, promulgated under the Securities Exchange Act of 1934, as amended.

(d) The Council hereby authorizes one or more Final Official Statements of the City to be dated of even date with the execution and delivery of the Bond Purchase Agreement relating to the New Bonds, substantially in the form of the Preliminary Official Statement presented at this meeting, with such modifications as the Mayor and the City Manager, or either of them acting alone, approve, as well as any amendments or supplements thereto dated the date thereof (as so amended and supplemented, the "Final Official Statement"); the Mayor and the City Manager, or either of them acting alone, is hereby authorized and directed to execute copies of the Final Official Statement and deliver the same to the Underwriters, which execution and delivery shall be

conclusive evidence of the approval of any such modifications; and the City hereby authorizes the use of the Preliminary Official Statement, the Final Official Statement, the Ordinance (including this Fifteenth Supplemental Ordinance) and the information contained herein and therein in the connection with the public offering and sale of the New Bonds by the Underwriters.

(e) A copy of this Fifteenth Supplemental Ordinance shall be filed with the minutes of the meeting at which this Fifteenth Supplemental Ordinance was enacted.

(f) The Council hereby authorizes the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to negotiate the terms of and prepare investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the New Bonds, to prepare and solicit bids for providers of such agreements, and the Mayor and the City Manager, or either of them acting alone, are authorized to execute, in the name and on behalf of the City, all such agreements or written confirmations of any such investment arrangements and other documents as may be necessary in connection therewith.

(g) Notwithstanding the foregoing resolutions, the Mayor and the City Manager, or either of them acting alone, are hereby authorized and empowered to take such actions as may be necessary or desirable to sell the New Bonds (or any Series thereof) to one or more purchasers in a private offering or private placement transaction, and may prepare, negotiate, execute and deliver a purchase agreement (which may be, but is not required to be, in the form of the Bond Purchase Agreement, together with such amendments and modifications to the form thereof as the Mayor or City Manager shall negotiate and approve, such person's execution and delivery thereof constituting conclusive evidence of his approval of the matters therein contained, or in another form satisfactory to the Mayor and City Manager, or either of them acting alone) with such purchasers and prepare, disseminate, execute and deliver requests for proposals, offering documents or private placement memoranda (which may be in the form of the Preliminary Official Statement, together with such amendments and modifications to the form thereof as the Mayor or City Manager shall negotiate and approve, such person's execution thereof constituting conclusive evidence of his approval of the matters therein contained, or otherwise) and solicit interest and receive offers from purchasers to purchase one or more Series of New Bonds in a private offering or private placement transaction as may be required in connection therewith.

(h) The Council hereby authorizes and directs all of the officers and employees of the City to carry out or cause to be carried out all obligations of the City under the aforesaid Bond Purchase Agreement or purchase agreement and to perform such other actions as they shall consider necessary or advisable in connection with the issuance, sale and delivery of the New Bonds.

(i) The Council hereby ratifies, confirms and approves the actions of the City Manager and the Assistant City Manager for Finance and Economic Services heretofore undertaken with regard to applications for Surety Bonds, Letters of Credit, other credit enhancements, and liquidity arrangements relating to the New Bonds from municipal bond insurance companies or other financial institutions and to enter into, execute and deliver on behalf of the City, such loan, insurance, reimbursement or guaranty agreements as shall be necessary and advisable, with advice

of counsel, in connection with the transactions and other matters referred to herein; provided, however, that the representations and covenants contained in such agreements may be incorporated in this Fifteenth Supplemental Ordinance as if fully set forth herein.

(j) With respect to the Swap, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are authorized and empowered to take such actions and execute any agreements or other documents to terminate the Swap, if determined it to be in the City's best interest to do so, upon advice of counsel and the City's financial advisor.

Section 12. Disposition of Proceeds of New Bonds and Certain Other Moneys.

The proceeds derived from the sale of any Series of the New Bonds, net of the original issue discount or original discount premium or both, and any Underwriters' discount or fees payable to the purchasers thereof and the premium, if any, on the Surety Bonds, shall be deposited with the City and used for one or more of the following purposes:

(a) There shall be paid over to the paying agent for the Bonds to be Refunded or the Escrow Agent (as applicable), an amount which the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, determine to be required, together with amounts (if any) transferred from the Debt Service Fund and/or Debt Service Reserve Fund for the Bonds to be Refunded and other moneys of the City, to provide for the payment of principal of, redemption premium, if any, and interest on the Bonds to be Refunded upon the redemption thereof.

(b) If the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, determine that a Series Debt Service Reserve Fund shall be established for a Series of New Bonds and the Series Reserve Fund Requirement shall be funded with a portion of the proceeds of a Series of the New Bonds, there shall be deposited with the City for deposit into such Series Debt Service Reserve Fund an amount equal to the Series Reserve Fund Requirement.

(c) The remainder of the proceeds of any Series of the New Bonds shall be deposited into the Series Construction Fund established in Section 13 hereof (or, at the election of the City, a capitalized interest account established under the Series Debt Service Fund pursuant to Section 7 hereof) to pay Costs of Acquisition and Construction for the New Projects (including interest coming due on such Series of the New Bonds) and Costs of Issuance for such Series of New Bonds.

The respective amounts specified in this Section 12 shall be determined by the City upon delivery of any Series of the New Bonds.

Section 13. Series Construction Fund.

There is hereby created and established the Series Construction Fund, which fund shall be held by the Custodian; provided, however, that upon the issuance of one or more Series of

New Bonds, separate funds or accounts may be established for such Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the “Series Construction Fund” with respect to the related Series of New Bonds. The Series Construction Fund established for a particular Series of New Bonds shall be accounted for as a single fund, however the moneys on deposit therein may be held by one or more banks or other financial institutions designated by the City. The moneys on deposit in the Series Construction Fund shall be used and applied to pay the Costs of Acquisition and Construction of the New Projects (including interest coming due on the New Bonds, subject to Section 7 hereof) and all Costs of Issuance incidental to the issuance and sale of the New Bonds.

Moneys held for the credit of the Series Construction Fund shall be invested to the fullest extent practicable and reasonable, in Permitted Investments, maturing at such times and in such amounts as shall be required to provide moneys to make the payments required to be made from such Fund.

Withdrawals from the Series Construction Fund shall be made in the manner withdrawals from other funds of the City are made.

If after the payment in full of all costs of the New Projects and Costs of Issuance or after adequate provision has been made for such payment any moneys remain in the Series Construction Fund, such excess shall be paid into the related Series Debt Service Fund and shall be used only for the payment of the principal of and interest on the related Series of New Bonds or, in the alternative, to acquire Outstanding New Bonds at a price (exclusive of accrued interest) not exceeding the face amount thereof.

Section 14. Federal Tax Covenant.

The City hereby covenants and agrees with the Holders of the New Bonds issued as tax-exempt obligations for federal income tax purposes (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 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 Tax Exempt 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 the City for such purposes (the "Reimbursement Bonds") for expenditures it anticipates incurring (the "Expenditures") with respect to the New 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 New Projects will be the City's water and sewer 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 15. Continuing Disclosure.

(a) The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement in the form attached hereto as Exhibit D (the "Continuing Disclosure Agreement") with such changes as may be approved by the Mayor and the City Manager, or either of them acting alone, upon advice of counsel. Notwithstanding any other provision of the Ordinance or this Fifteenth Supplemental Ordinance, failure of the City to comply with the provisions of the Continuing Disclosure Agreement shall not be considered an Event of Default under the Ordinance or this Fifteenth Supplemental Ordinance. The Continuing Disclosure Agreement shall be executed by the Mayor and the City Manager, or either of them acting alone, prior to the delivery of the New Bonds.

(b) The City covenants, so long as and to the extent required pursuant to Section 11-1-85, Code of Laws of South Carolina 1976, as amended, to file with a central repository for availability in the secondary bond market when requested:

- (i) an annual independent audit, within thirty (30) days of the City's receipt of the audit; and
- (ii) event specific information within thirty (30) days of an event adversely affecting more than five percent (5%) of the Revenues or the City's tax base.

(c) The only remedy for failure by the City to comply with the Continuing Disclosure Agreement or the covenants included in paragraph (b) of this Section 15 shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an "Event of Default" under the Ordinance or this Fifteenth Supplemental Ordinance. The Registrar and the Paying Agent shall have no responsibility to monitor the City's compliance with the Continuing Disclosure Agreement or the covenants included in paragraph (b) of this Section 15,

and the City specifically reserves the right to amend or delete its covenants in the Continuing Disclosure Agreement or in paragraph (b) of this Section 15 to reflect any change in Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, or federal law, as applicable, without the consent of the Registrar and the Paying Agent or the Registered Holders of any New Bond.

Section 16. Modification of Ordinance.

The Holders of the Bonds of 2018, the Bonds of 2019A, the Bonds of 2019B, the Bonds of 2019C, the Bonds of 2021A, the Bonds of 2021B and the New Bonds, by their acceptance thereof, have or are deemed to have consented to the amendments set forth in the Twelfth Supplemental Ordinance.

Section 17. Further Actions.

The Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services, the City Clerk and the City Attorney are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate issuance and sale of the New Bonds pursuant to the Bond Purchase Agreement, to elect to purchase the Surety Bonds and to carry out the intentions of this Fifteenth Supplemental Ordinance.

Section 18. Headings.

The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Fifteenth Supplemental Ordinance.

Section 19. Notices.

All notices, certificates or other communications hereunder or under the Ordinance shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, or given when dispatched by telegram addressed as follows:

If to the City:

City of Columbia
1737 Main Street
Columbia, South Carolina 29217-0147
Attention: City Manager

The City, the Registrar, the Paying Agent, the Custodian, the Escrow Agent and the Insurer (if any) may, by notice given to the other parties, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 20. Repeal of Inconsistent Ordinances and Resolutions.

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

Section 21. Effective Date.

This Fifteenth Supplemental Ordinance shall become effective upon its enactment.

[Signature page follows]

Enacted by the City Council of the City of Columbia, South Carolina, this ____ day
of _____, 2022.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading: _____, 2022
Date of Second Reading: _____, 2022

SCHEDULE I

List of New ProjectsWATER CIP

Rehabilitation and Installation of Water Lines for Water Quality and Fire Protection Upgrades
System Wide Expansion
Columbia Canal Water Treatment Plant Upgrades
Lake Murray Water Treatment Plant Upgrades

SEWER CIP

Rehabilitation and Installation of Sewer Lines and Manholes
System Capacity Upgrades
System Wide Expansion
Metro Wastewater Treatment Plant Upgrades

EXHIBIT A

FORM OF NEW BOND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, New York, New York ("DTC") to the City of Columbia, South Carolina 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.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CITY OF COLUMBIA
WATERWORKS AND SEWER SYSTEM [REFUNDING] REVENUE BOND
[TAXABLE] SERIES (YEAR)

REGISTERED

No. R-_____

Original
Issue Date

Maturity
Date

Interest
Rate

CUSIP

_____ 1, 2022

(As set forth in Schedule A)

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: \$_____

The City of Columbia, South Carolina (the "City"), is justly indebted and, for value received, hereby promises to pay to the Registered Holder (named above), or registered assigns, but solely from the Net Revenues hereinafter mentioned and not otherwise, the Principal Amount shown above on the Maturity Date shown above (unless the within Bond shall be subject to prior redemption and shall have been duly called for previous redemption and payment of redemption price made or provided for), upon presentation and surrender of this Bond at the principal office of _____, as paying agent (the "Paying Agent") in _____, and to pay interest, but solely from the Net Revenues hereinafter mentioned and not otherwise, on such principal amount from the date hereof at the Interest Rate per annum shown above until this Bond matures. Interest on this Bond is payable (calculated on the basis of a 360-day year comprised of twelve 30-day months) on _____, and semiannually thereafter on February 1 and August 1 of each year, until this Bond matures, and shall be payable by wire transfer to the registered holder owning at least \$1,000,000 aggregate principal amount of the Bonds to an account within the continental United States or by check or draft mailed to the person in whose

name this Bond is registered on the registration books of the City maintained by _____ (the "Registrar"), in _____, at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by wire transfer, check or draft as set forth above.

THIS BOND HAS BEEN ISSUED UNDER THE PROVISIONS OF TITLE 6, CHAPTER 17, [AND TITLE 11, CHAPTER 21,] CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION. THIS BOND AND THE BONDS OF THE SERIES OF WHICH IT IS ONE SHALL NOT CONSTITUTE A DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE AFORESAID NET REVENUES OF THE SYSTEM (AS DEFINED HEREIN) PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THIS BOND OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

This Bond shall not be entitled to any benefit under the Bond Ordinance (hereinafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

This Bond is one of an authorized series of Bonds (as defined in the Bond Ordinance) of the aggregate principal amount of _____ (\$_____) of like date of original issue, tenor and effect, except as to number, date of maturity, principal amount, date of authentication, registered holder, redemption provisions and rate of interest, issued by the City for the purpose of [refinancing the Bonds to be Refunded (as defined in the hereinafter defined Fifteenth Supplemental Ordinance), and] financing [certain improvements, enlargements and extensions to the City's Water and Sewer System (the "System"), interest coming due on this Bond and the series of Bonds of which it is one and] Costs of Issuance (as defined in the Bond Ordinance). This Bond and the series of Bonds of which it is one are authorized to be issued and are issued under, pursuant to and in full compliance with the Constitution and statutes of the State of South Carolina (the "State"), including particularly Article X, Section 14(10) of the South Carolina Constitution and Title 6, Chapter 17 [and Title 11, Chapter 21] of the Code of Laws of South Carolina, 1976, as amended (collectively the "Act"). This Bond and the series of Bonds of which it is one are also authorized to be issued and are issued under and pursuant to General Bond Ordinance No. 93-43 of the City Council of the City (the "Council") enacted on May 21, 1993, as amended (as so amended, the "General Bond Ordinance"), and as supplemented by the Fifteenth Supplemental Ordinance No.

2022-____ of the Council enacted on _____, 2022 (the “Fifteenth Supplemental Ordinance,” and together with the General Bond Ordinance, the “Bond Ordinance”), under the Act which Bond Ordinance has been duly codified and indexed as prescribed by law.

The Bond Ordinance contains provisions defining terms, including the properties comprising the System; sets forth the revenues pledged for the payment of the principal of and interest on this Bond and the Bonds of other series which may hereafter be issued on a parity herewith under the Bond Ordinance; sets forth the nature, extent and manner of enforcement of the security of this Bond and of such pledge, and the rights and remedies of the holder hereof with respect thereto; sets forth the terms and conditions upon which and the extent to which the Bond Ordinance may be altered, modified and amended; sets forth the terms and conditions upon which this Bond is issued upon which other bonds may be hereinafter issued payable as to principal, premium, if any, and interest on a parity with this Bond and equally and ratably secured herewith; sets forth the rights, duties and obligations of the City thereunder; and sets forth the terms and conditions upon which the pledge made in the Bond Ordinance for the security of this Bond and upon which the covenants, agreements and other obligations of the City made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth in the Bond Ordinance. Reference is hereby made to the Bond Ordinance to all of the provisions of which any holder of this Bond by the acceptance hereof thereby assents. The provisions of the General Bond Ordinance pertaining to (1) the definitions of “Debt Service,” “Expenses of Operating and Maintaining the System” and “Maximum Debt Service”, (2) the additional bonds’ test (including the calculation of interest on Variable Rate Bonds for purposes thereof), (3) the rate covenant, (4) the ability of underwriters, purchasers or bond insurers to assent to amendments to the General Bond Ordinance, and (5) the Contingent Fund and Depreciation Fund, have been amended by Supplemental Ordinances to the General Bond Ordinance. The provisions of the Act and the Bond Ordinance shall be a contract with the holder of this Bond.

This Bond and the series of Bonds of which it is one and the interest thereon are special obligations of the City and are secured by and payable solely from, and secured equally and ratably by a pledge of and lien upon, the Net Revenues (as defined in the General Bond Ordinance) derived by the City from the System; and on a parity with the Bonds of 2009, the Bonds of 2013, the Bonds of 2016A, the Bonds of 2016B, the Bonds of 2018, the Bonds of 2019A, the Bonds of 2019B, the Bonds of 2019C, the Bonds of 2021A, the Bonds of 2021B, (as such terms are defined in the Fifteenth Supplemental Ordinance) and any Series of Bonds (as defined in the General Bond Ordinance) which are presently [or shall remain] Outstanding (as defined in the General Bond Ordinance) [after the issuance of this Bond and the series of Bonds of which it is one] or which may be hereafter issued under the General Bond Ordinance payable from such Net Revenues on a parity and equally and ratably secured therewith.

This Bond and the series of Bonds of which it is one maturing on or prior to February 1, ____, shall not be subject to redemption prior to their stated maturities. This Bond and the series of Bonds of which it is one maturing on or after February 1, ____, shall be subject to redemption prior to maturity, at the option of the City, on and after February 1, ____, in whole or in part at any time in such order of their maturities as the City shall determine and by lot within a maturity, at the redemption prices with respect to each Bond, expressed as a percentage of the principal amount to be redeemed, as set forth below, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption:

Period During Which
Redeemed (both dates inclusive)

Redemption
Prices

If less than all the Bonds of the series of which this Bond is one of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event this Bond is redeemable, as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this Bond and specifying the redemption date and the premium payable upon such redemption, shall be given by the Registrar by first class mail, postage prepaid, to the registered owner thereof not less than thirty (30) days and not more than sixty (60) days prior to the redemption date at the last address appearing upon the registration books of the City. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.

The Bonds of the series of which this Bond is one maturing in the year ____ shall be retired by sinking fund installments which shall be accumulated in the Series Debt Service Fund (as defined in the Fifteenth Supplemental Ordinance) in amounts sufficient to redeem on February 1 of each year, at a redemption price equal to the principal amount of the Bond or Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, the principal amount of such Bonds specified for each of the years shown below:

Year

Principal Amount

The Bonds of the series of which this Bond is one maturing in the year ____ shall be retired by sinking fund installments which shall be accumulated in the Series Debt Service Fund in amounts sufficient to redeem on February 1 of each year, at a redemption price equal to the principal amount of the Bond or Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, the principal amount of such Bonds specified for each of the years shown below:

<u>Year</u>	<u>Principal Amount</u>
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At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Registrar for cancellation, Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registrar, at one hundred 100 percent (100%) of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in chronological order, and the principal amount of the Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

This Bond is transferable, as provided in the Bond Ordinance, only upon the books of the City kept for that purpose at the principal office of the Registrar by the registered owner in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, rate of interest and maturity shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance. The City, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption premium, if any, hereof and interest due hereon and for all other purposes.

To the extent and in the manner permitted by the terms of the Bond Ordinance, the provisions of this Bond or of the Bond Ordinance, or any ordinance amendatory thereof or supplemental thereto, may be amended or modified by the City with the written consent of the holders of at least sixty-six and two-thirds percent (66-2/3%) in principal amount of the Bonds of the series of which this Bond is one then outstanding under the Bond Ordinance (including the Bonds of the series of which this Bond is one); provided, that no such amendment or modification shall permit a change in the date of maturity of any installment of principal hereof or date of optional or mandatory redemption of any Bond or the date of payment of interest thereon or a

reduction in the principal amount or redemption price thereof or rate of interest thereon without the consent of the holder of each such Bond affected thereby, or shall reduce the percentage of the principal amount of Bonds, the consent of the holders of which is required by the Bond Ordinance to effect such an amendment or modification.

Under the laws of the State, this Bond and the interest hereon are exempt from all State, county, 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, recited and declared that all acts, conditions and things required by the Constitution and statutes of the State to exist, to happen and to be performed precedent to and in the issuance of this Bond, do exist, have happened and have been performed in due time, form and manner as required by law; that the series of which this Bond is a part does not exceed any constitutional or statutory limitation of indebtedness; and that provision has been made for the payment of the principal of and interest on this Bond and the series of which it is a part, as provided in the Bond Ordinance.

IN WITNESS WHEREOF, the City of Columbia, South Carolina, has caused this Bond to be executed in its name by the manual/facsimile signature of the Mayor of the City and attested by the manual/facsimile signature of the Clerk of the City under the seal of the City impressed, imprinted or reproduced hereon.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

(FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION)

This Bond is one of the Bonds described in the within-mentioned Bond Ordinance of City of Columbia, South Carolina.

_____,
Registrar

Dated: _____

By: _____
Authorized Officer

(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: _____

Signature Guaranteed

(Authorized Officer)

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.

CERTIFICATE

IT IS HEREBY CERTIFIED that the following are true and correct copies of the respective approving opinions of Burr & Forman LLP, Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, the originals of which were manually executed, dated and issued as of the date of the delivery of and payment for the bonds, and copies of which are on file with the City of Columbia, South Carolina.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Clerk

SCHEDULE A

\$ _____

City of Columbia, South Carolina

Waterworks and Sewer System [Refunding] Revenue Bonds,
[Taxable] Series (year)Maturity
(February 1)Principal
AmountInterest
RateCUSIP
Number

EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

PURCHASE CONTRACT

[\$Bond Amount]
CITY OF COLUMBIA, SOUTH CAROLINA
WATERWORKS AND SEWER SYSTEM REVENUE BONDS
SERIES 2022

[Pricing Date], 2022

The Honorable Mayor and Members of City Council
 City of Columbia
 1737 Main Street
 Columbia, South Carolina 29201

The undersigned, PNC Capital Markets, LLC and Raymond James & Associates, Inc., on behalf of themselves and as representatives of Siebert Williams Shank & Co., LLC, as Underwriters (collectively, “**Underwriter**”), offers to enter into this Purchase Contract (“**Purchase Contract**”) with the City of Columbia, South Carolina (“**City**”), which, upon the acceptance of this offer and the execution of this Purchase Contract by the City, shall be in full force and effect in accordance with its terms and shall be binding upon the City and the Underwriter. This offer is made subject to your acceptance of this Purchase Contract on or before 3:00 p.m. local (City of Columbia) time, on [Pricing Date], 2022, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to your office 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 Preliminary Official Statement (defined below) or the Ordinance (defined below).

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 City aggregate principal amount \$[Bond Amount] City’s Waterworks and Sewer System Revenue Bonds, Series 2022 (“**Bonds**”), and the City hereby agrees to sell to the Underwriter all (but not less than all) of the Bonds.

The purchase price for the Bonds shall be \$[] (representing the par amount of the 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 Bonds at any time and from time to time.

2. **Authorization and Purpose.** The Bonds shall be authorized and issued pursuant to the following: (i) Title 6, Chapter 17, [and Title 11, Chapter 21,] of the Code of Laws of South Carolina 1976, as amended (“**Enabling Act**”); (ii) the General Bond Ordinance No. 93-43 enacted by the City Council of the City (“City Council”) on May 21, 1993 (“**Bond Ordinance**”), as amended and supplemented, including as amended and supplemented by the Fifteenth Supplemental Ordinance No. 2022-____, enacted by the City Council on [Ordinance Date], 2022 (together with “**Bond Ordinance**,” as so amended and supplemented, “**Ordinance**”).

Proceeds of the Bonds will be used to (i) fund the improvements, extensions and enlargements to the Waterworks and Sewer System of the City (“**System**”), (ii) refund the [list Bonds to be Refunded], (iii) pay interest coming due on a portion of the Bonds, and (iv) pay the costs incurred in connection with the issuance of the Bonds. The Bonds shall mature on such dates and in such principal amounts, shall

bear interest at such rates, shall be reoffered at the prices and yields and shall be subject to optional redemption, all as set forth in Exhibit A attached hereto and made a part hereof. The Depository Trust Company (“**DTC**”) shall act as securities depository for the Bonds, which shall be issued in book-entry form.

The Bonds, including the interest thereon, are payable solely from the Net Revenues of the Waterworks and the System and are secured by a pledge of and lien on the Net Revenues thereof. There will be no debt service reserve fund established for or funded with the proceeds of the Bonds.

3. **Official Statement.** The City has previously provided to the Underwriter copies of the Preliminary Official Statement with respect to the Bonds, dated [], 2022 (“**Preliminary Official Statement**”). As of its date, the Preliminary Official Statement has been “deemed final” by the City for purposes of Rule 15c2-12(b)(1) (“**Rule**”) under the Securities Exchange Act of 1934, as amended (“**1934 Act**”) 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 dates of the Bonds. Within seven business days of the date hereof and, in any event, in sufficient time to accompany confirmations requesting payment from customers, the City agrees to supply to the Underwriter a final Official Statement executed by the City (“**Official Statement**”) and in a sufficient quantity to comply with Rule and the rules of the Municipal Securities Rulemaking Board (“MSRB”) and to ensure a copy of the Official Statement is placed on <http://emma.msrb.org/> in such a way as to assist the Underwriter in complying with MSRB Rule G-32. The City hereby consents to and ratifies the use by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the public offering of the Bonds.

4. **Offering.** The Underwriter intends to make an initial bona fide public offering of all the 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. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others, as stated in Paragraph 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 existing under the laws of the State of South Carolina.

(b) The City is authorized by the laws of the State of South Carolina, including particularly the Enabling Act, to enact the Ordinance, to issue the Bonds, to enter into this Purchase Contract and to secure the Bonds in the manner contemplated by the Ordinance.

(c) The City has full power and authority to consummate the transactions contemplated by this Purchase Contract, the Bonds, the Ordinance, the Official Statement and as otherwise set forth herein.

(d) The Official Statement, as of its date, will be a final official statement as such term is defined in the Rule.

(e) The City has duly approved and authorized the distribution and use of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement; the City has

delivered the Preliminary Official Statement to the Underwriter, and, as of its date, the City deemed the Preliminary Official Statement to be final for the purpose of the Rule except for the offering prices, interest rates, selling commissions, aggregate principal amounts, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds and delivery dates of the Bonds; the City has reviewed the Preliminary Official Statement and, except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds, delivery date of the Bonds, and the information relating to DTC and its affiliates and the book-entry only system of registration and transfer and related information under the caption “THE 2022 BONDS—Book-Entry-Only System”, the over-allotment or stabilizing language on the inside front cover and the information relating to or provided by the Underwriter under the caption “MISCELLANEOUS – Underwriting” (collectively, “**Excluded Information**”), nothing has come to the City’s attention that would cause the City to believe 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, misleading; and as of its date and the Closing Date, the information to be contained in the Official Statement, except for the Excluded Information, will be true and correct in all material respects and will not 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 to be made, misleading.

(f) 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 Bonds upon the terms set forth herein, in the Ordinance and in the Official Statement; (ii) the approval of the Official Statement and the execution of the Official Statement by a duly authorized official; (iii) the application of the proceeds of the Bonds for the purposes described in the Official Statement; and (iv) the execution, delivery and receipt of this Purchase Contract, the Bonds 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.

(g) The Bonds, when issued, delivered and paid for as herein and in the Ordinance provided, will have been duly authorized, executed, issued and delivered and will constitute limited obligations of the City entitled to the benefits and security of the Ordinance. The Bonds and the interest thereon do not constitute an indebtedness of the City within the meaning of any provision, limitation or restriction of the South Carolina Constitution (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing indebtedness payable solely from a revenue-producing project not involving revenues from any tax or license) or the laws of the State of South Carolina and are payable by the City solely from the Net Revenues of the System.

(h) The City, immediately after the Closing, will apply the proceeds from the sale of the Bonds as described in the Ordinance and the Preliminary 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 would cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

(i) 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 in writing against or directly affecting the City 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 the Bonds, this Purchase Contract or any agreement or instrument related to the Bonds or the System to which the City is a party and which is used or contemplated hereby or by the Official Statement, (ii) the federal tax-exempt status of the interest on the Bonds, (iii) the exemption of interest on the Bonds from taxation in South Carolina as described in Paragraph 5(j) below, (iv) the organization, existence or powers of the City or the title of the Mayor or any of the members of the City Council or any officers of the City, or (v) the business, properties or assets or the condition, financial or otherwise, of the City.

(j) The execution and delivery by the City of the Official Statement, this Purchase Contract and the other documents related to the Bonds or the System contemplated hereby and by the Official Statement, and the enactment of the Ordinance and compliance with the provisions thereof do not and 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, order or any agreement, indenture, mortgage or lease by which it is or, on the date of Closing, will be bound, and this Purchase Contract constitutes a legally binding obligation of the City enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

(k) 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 Bonds from any taxation under the laws of South Carolina, except inheritance or other transfer taxes and certain franchise taxes.

(l) The City has not been notified of any listing or proposed listing of disqualification by the Internal Revenue Service to the effect that the City is a bond issuer that may not certify its bonds.

(m) If, between the date of this Purchase Contract and the End of the Underwriting Period (hereinafter defined), any event shall occur to the knowledge of the undersigned 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 (other than the Excluded Information), 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 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.

For purposes of this Purchase Contract: the "End of the Underwriting Period" shall mean the later of (1) the close of business on the 25th calendar day (unless that day is a Saturday, Sunday, or banking holiday, in which case, it shall be close of business on the next business day) following the Closing Date, unless the City has 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 by the Underwriter in accordance with the following sentence. In the event that the Underwriter has given notice to the City pursuant to clause (1)

that the “End of the Underwriting Period” (for purposes of the Rule) will not occur on the Closing Date, the Underwriter agrees to notify the City in writing as soon as practicable of the “End of the Underwriting Period” (for purposes of the Rule).

(m) Between the time of the City’s acceptance hereof and the Closing, the City will not have executed or issued any bonds or notes or incurred any other obligations for borrowed money, in each case, which are payable from, or secured by a pledge of, the Net Revenues of the System on a parity with the pledge thereof securing the Bonds, and there will not have been any adverse change of a material nature in the financial position, method of operation, or personnel of the System.

(n) 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 Securities and Exchange Commission’s (“SEC”) order dated August 24, 2016 (SEC Release No. 33-10143).

6. **Closing.** At 10:00 a.m., local (City of Columbia) time, on [Closing Date], 2022, or at such other time or such other date as shall have been agreed upon by the City and Underwriter, the City will deliver, or cause to be delivered, to the Underwriter the 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 Bonds to the City in Federal or other immediately available funds. 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 Bonds as aforesaid shall be made at the offices of the City, or at such other place as the City and the Underwriter agree upon, provided, however, that the Bonds will be physically delivered to DTC in New York, New York, or pursuant to arrangements with DTC, to Regions Bank, as registrar (“**Registrar**”) under the terms of a “FAST” closing. Such payment and delivery is herein called the “Closing.” The Bonds will be delivered as fully registered Bonds in book-entry form, in the form of one certificate per maturity and registered in the name of “Cede & Co.” At the direction of the City, the Registrar shall release or authorize the release of the Bonds at the Closing to the Underwriter upon receipt of payment for the Bonds as aforesaid. In addition, the City and the Underwriter agree that there shall be a preliminary closing on _____, 2022, or on such other date agreed upon by the City and the Underwriter.

7. **Closing Conditions.** The Underwriter’s obligation to purchase the 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 of its obligations to be performed hereunder and (ii) the following conditions, including the delivery by the City 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 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 Bonds shall be applied as described in the Official Statement, (iii) all official action of the City related to the 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 shall have duly enacted and there shall be in full force and effect such proceedings as, in the opinion of Burr & Forman LLP and Johnson, Toal & Battiste, P.A., as co-bond counsel (“**Bond Counsel**”), shall be necessary in connection with the transactions contemplated hereby.

(b) The Underwriter shall have the right to cancel its obligation to purchase the 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 Bonds or the market price generally of obligations of the general character of the 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 Bonds;

(iii) any action shall have been taken by the SEC that would require the registration of the 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 Bonds, would subject itself to liability under the 1933 Act, the 1934 Act or any blue sky law;

(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 Bonds on the terms and in the manner contemplated by the Official Statement;

(vii) either of the ratings of the 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 Bonds;

(viii) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Bonds or in any way contesting or questioning any authority for or the validity of the 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 in the United States has withheld registration, exemption, or clearance of the offering of the 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 Bonds;

(x) the purchase of and payment for the 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 Bonds on the terms and in the manner contemplated by the Official Statement.

(c) At the time of Closing, the City shall have duly adopted all proceedings required by the Enabling Act and all other applicable laws and regulations, State or federal, necessary to enable Bond Counsel to deliver an unqualified opinion with respect to due authorization, execution and delivery of the Bonds.

(d) The Underwriter shall have received, within a sufficient time period for such Official Statements 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 Statements adequate to enable the Underwriter to meet the continuing obligations imposed on it by the Rule.

(e) At or prior to the Closing, the Underwriter shall receive one executed original of the following documents, unless otherwise indicated:

(i)(A) the unqualified approving opinions of Co-Bond Counsel each dated the date of Closing, addressed to the City in substantially the forms of Appendix “D” of the Official Statement, and (B) supplemental opinions of Bond Counsel, each dated the date of Closing and addressed to the Underwriter, in substantially the forms set forth in Exhibit B attached hereto;

(ii) a certificate of the City, dated the date of Closing signed by an official of the City, in substantially the form attached hereto as Exhibit C;

(iii) a specimen of the Bonds;

(iv) an opinion of Teresa A. Knox, Esquire, City Attorney, addressed to the City and the Underwriter, dated the date of Closing in substantially the form attached hereto as Exhibit D;

(v) evidence satisfactory to the Underwriter that the Bonds have been rated “[Aa1]” by Moody’s Investors Service, Inc. (“Moody’s”) and “[AA+]” by S&P Global Ratings (“S&P”);

(vi) a certified copy of the Ordinance;

(vii) a copy of the Official Statement executed on behalf of the City by a duly authorized official of the City;

(viii) an executed copy of the Disclosure Dissemination Agent Agreement dated the date of Closing, between the City and Digital Assurance Certification, L.L.C.;

(ix) the opinions of Parker Poe Adams & Bernstein LLP and the Starkes Law Firm, LLC, Co-Counsel to the Underwriter, addressed to the Underwriter and dated the date of Closing in substantially the forms attached hereto as Exhibit E;

(x) the opinion of Nexsen Pruet, LLC, special environmental counsel to the City, addressed to the Underwriter and Co-Counsel to the Underwriter, dated the date of Closing in substantially the forms attached hereto as Exhibit F; and

(xi) other certificates of the City or information of the City contained in certificates listed in the Closing Memorandum to be approved by counsel to the City and Co-Bond Counsel, and such additional opinions, as 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 contained herein and (C) the due performance or satisfaction by the City 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 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 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 end of business on [Closing Date], 2022, or such alternative date as the parties may mutually establish, this Purchase Contract shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations to pay expenses to the extent applicable, as provided in Paragraph 13 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.

8. **Issue Price Certificate.** At the Closing, contemporaneously with the receipt of the Bonds, the Underwriter will deliver to the City a receipt therefor and a certificate as to issue price of the Bonds confirming their reasonable expectations regarding the representations set forth in Paragraph number 4 hereof and as to such other matters reasonable required in order to enable Burr & Forman LLP, as Bond Counsel, to render an opinion as to the exclusion from gross income for federal income tax purposes of interest on the Bonds.

9. **Opinions of Bond Counsel.** The City will furnish to the Underwriter a reasonable supply of copies of the opinions of Bond Counsel to accompany delivery of the Bonds.

10. **Annual Audits.** The City agrees to furnish to the Underwriter, upon reasonable request during the life of the outstanding Bonds, a copy of each annual audit report for the System issued by the City from time to time.

11. **Mutual Performance.** The obligations of the City hereunder are subject to the performance by the Underwriter of its obligations hereunder.

12. **Survival of City's Representations, Warranties and Agreements.** All representations, warranties and agreements of the City 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 Bonds.

13. **Payment of Expenses.** If the Bonds are sold to the Underwriter by the City, the City shall pay, out of the proceeds of the 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 Official Statement for the 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 Official Statement; (b) the cost of the preparation, printing and delivery of the Bonds in fully-registered form; (c) the fees and disbursements of Bond Counsel, Co-Counsel to the Underwriter and any other experts or consultants retained by the City, including the City's Attorney, financial advisor, independent engineers, accountants, consultants and the charges of Moody's and S&P; and (d) fees and costs of the Registrar/Paying Agent and Escrow Agent.

The Underwriter shall pay (a) all advertising expenses in connection with the public offering of the Bonds; (b) all expenses incurred by it in connection with its public offering and distribution of the Bonds, including, but not limited to, the fees and disbursements of any counsel retained by them (other than fees and disbursements of Co-Counsel to the Underwriter described in paragraph 13); and (c) the cost of preparing and printing the blue sky and legal investment memoranda and the disbursements for filing fees in connection with the aforesaid blue sky and legal investment memoranda.

14. **Covenants of the City.** The City agrees:

(a) To deliver promptly to the Underwriter such number of conformed copies of the Official Statement (and any amended or supplemented Official Statement) and the Ordinance as the Underwriter may reasonably request;

(b) Not to supplement or amend, or cause to be supplemented or amended, the Official Statement or the Ordinance from the date of this Purchase Contract through the End of the Underwriting Period, without the prior written consent of the Underwriter;

(c) Through the End of the Underwriting Period, to prepare any amendment or supplement to the Official Statement that may, in the judgment of the City 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 of any notification with respect to the suspension of the qualification of the 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 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;

(f) Not to take or omit to take any action, which action or omission will adversely affect the exemption from federal income taxation of interest on the Bonds under the Internal Revenue Code of 1986, as amended; and

(g) Not to take or omit to take any action which action or omission will in any way cause the proceeds of the Bonds to be applied in a manner contrary to that described in the Ordinance or the Official Statement.

15. **Notices.** Any notice or other communication to be given to the City under this Purchase Contract may be given by delivering the same in writing at its address set forth above, 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 PNC Capital Markets, 4720 Piedmont Row, Suite 200, Charlotte, NC 28210, Attention: David Fischer.

16. **Establishment of Issue Price.** The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached as Exhibit G, with modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Burr & Forman LLP, as Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

The City will treat the first price at which 10% of each maturity of the Bonds (“10% test”) is sold, on the sale date, to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the City 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 Bonds, the Underwriter agrees to promptly report to the City 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 the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

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 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 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) 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), and

(iv) “sale date” means the date of execution of this Purchase Contract by all parties.

17. ***Arm’s-Length Transaction.*** The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm’s-length commercial transaction between the City and the Underwriter, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the Underwriter has financial and other interests that differ from those of the City, and (v) the City has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

18. ***Parties in Interest.*** This Purchase Contract is made solely for the benefit of the City 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 1933 Act or Section 20 of the 1934 Act. 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 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 the Bonds and payment of amounts required hereunder by or for the City or (c) any termination of this Purchase Contract.

19. **Governing Law.** This Purchase Contract shall be governed by and construed in accordance with the laws of the State of South Carolina.

20. **Effectiveness; Counterpart Execution.** This Purchase Contract shall become effective upon your acceptance and execution hereof and may be executed in counterparts and such counterparts shall constitute one and the same instrument.

21. **No Liability.** Neither the Mayor or members of the City Council, nor any officer, agent, attorney or employee as such, in his or her individual capacity, past, present or future of the City, 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 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 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 under the provision contained in this Section shall survive the termination of this Purchase Contract.

[ONE SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Very truly yours,

By: PNC CAPITAL MARKETS, LLC and Raymond
James & Associates, Inc., on behalf of themselves and
as representatives of Siebert Williams Shank & Co.,
LLC

By: _____

Its: _____

Accepted and Agreed to as
of the date first above written.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Its: _____

[SIGNATURE PAGE TO PURCHASE CONTRACT - REVENUE BONDS 2022]

EXHIBIT A

The Bonds shall mature on the dates and bear interest at the rates and shall be reoffered at the prices as set forth below:

MATURITY SCHEDULE

<u>MATURITY</u> <u>(FEB. 1)</u>	<u>AMOUNT(\$)</u>	<u>INTEREST</u> <u>RATE(%)</u>	<u>YIELD(%)</u>	<u>PRICE(%)</u>	<u>CUSIP</u>
------------------------------------	-------------------	-----------------------------------	-----------------	-----------------	--------------

\$[] []% Term Bond, Due [] [], 20[]; Yield: []^C; Price []%^C; CUSIP: []

^CPriced to the call date of February 1, _____

Redemption

Optional Redemption

[The Bonds maturing on or after February 1, 20[], are subject to redemption prior to maturity on or after February 1, 20[], at the option of the City, as a whole or in part at any time in such order of their maturities as the City shall determine at the redemption price equal to 100% of the principal amount of the Bonds being redeemed together with accrued interest to the date fixed for redemption.]

Mandatory Redemption

[The Bonds maturing on February 1, 20[] ("**Term Bonds**"), shall be subject to mandatory sinking fund redemption commencing February 1, 20[], [respectively], and will be redeemed (to the extent not previously redeemed) at 100% of the principal amount of the principal amount thereof to be redeemed, plus interest accrued to the redemption date, on February 1 of each of the following years in the respective principal amounts for each year specified below:]

B-14

Year

[]

[][†]Amount

\$[]

[]

[†]Final Maturity for \$[] []% Term Bond

[At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Registrar for cancellation Term Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such Term Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each Term Bond so delivered or previously purchased or redeemed shall be credited by the Registrar, at one hundred percent (100%) of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in such order as the City may direct the Registrar in writing, and the principal amount of the Term Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.]

EXHIBIT B

Form of Supplemental Bond Counsel Opinion

[Closing Date], 2022

PNC Capital Markets LLC
Charlotte, North Carolina

Raymond James & Associates, Inc.
Richmond, Virginia

Siebert Williams Shank & Co., LLC
New York, New York

Re: \$[Bond Amount] Waterworks and Sewer System Revenue Bonds, Series 2022, of the City of Columbia, South Carolina

We have acted as bond counsel in connection with the issuance by the City of Columbia, South Carolina (“City”) of its \$[Bond Amount] original principal amount Waterworks and Sewer System Revenue Bonds, Series 2022 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(i)(B) of the Purchase Contract dated [Pricing Date], 2022 (“Purchase Contract”) between the City and you as the underwriter (“Underwriter”). Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Purchase Contract.

Reference is made to our approving opinion (“Opinion”) of even date herewith as bond counsel addressed to the City delivered in connection with the issuance of the Bonds. You are hereby authorized to rely upon the Opinion to the same extent as if the Opinion were specifically addressed to you, subject to the qualifications and considerations set forth in the Opinion.

In connection therewith, we have examined:

1. Title 6, Chapter 17, [and Title 11, Chapter 21] of the Code of Laws of South Carolina, 1976, as amended.
2. The Purchase Contract.
3. The Official Statement dated [Pricing Date], 2022 (“Official Statement”), relating to the Bonds; provided, however, that we have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version.
4. The General Bond Ordinance No. 93-43 enacted by City Council (“City Council”) of the City on May 21, 1993 (“General Ordinance”), as amended and supplemented, including as amended and supplemented particularly by the Fifteenth Supplemental Ordinance No. 2022-[Ordinance Number], enacted by the City Council on [Ordinance Date], 2022 (collectively, the “Ordinance”).
5. The Disclosure Dissemination Agent Agreement dated the date hereof between the City and Digital Assurance Certification, L.L.C. (“Disclosure Agreement”).

Based upon the foregoing and examinations of such other documents, and consideration of such matters of law as we have deemed appropriate to enable us to render this opinion, we are of the opinion that:

1. The Purchase Contract and the Disclosure Agreement, respectively, have been duly authorized, executed and delivered by the City.

2. The Official Statement has been duly authorized, approved and delivered by the City.
3. We have considered the information contained in the Official Statement under the headings entitled: “THE 2022 BONDS” (other than the information under “Book-Entry-Only System”); “SECURITY FOR THE 2022 BONDS”; and in Appendix C of the Official Statement entitled “Summary of Certain Provisions of the Ordinance” and, based upon our review, we are of the opinion that the statements or summaries under such headings (except the information therein related to The Depository Trust Company and its affiliates and the book-entry only system of registration and transfer and related information under the caption “THE 2022 BONDS—Book-Entry Only System,” as to which we express no opinion) are, to the extent indicated therein, accurate statements or summaries of the matters set forth or documents referred to therein, and fairly present the information purported to be shown, and the information under the heading “TAX EXEMPTION AND OTHER TAX MATTERS” is true and correct in all material respects.
4. The Ordinance and the Bonds conform as the form and tenor with the terms and provisions thereof as set out in the Official Statement.
5. All conditions precedent to the delivery of the Bonds contained in the Ordinance have been fulfilled.
6. The Bonds are presently exempt from registration under the Securities Act of 1933, as amended, and the Ordinance is presently exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

This opinion is rendered to and may be relied upon solely by the Underwriter and may not be relied upon by any other persons, firms or corporations.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Yours very truly,

Burr & Forman LLP

[Closing Date], 2022

PNC Capital Markets LLC
Charlotte, North Carolina

Raymond James & Associates, Inc.
Richmond, Virginia

Siebert Williams Shank & Co., LLC
New York, New York

Re: \$[Bond Amount] Waterworks and Sewer System Revenue Bonds, Series 2022, of the City of Columbia, South Carolina

We have acted as bond counsel in connection with the issuance by the City of Columbia, South Carolina (“City”) of its \$[Bond Amount] original principal amount Waterworks and Sewer System Revenue Bonds, Series 2022 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(i)(B) of the Purchase Contract dated [Pricing Date], 2022 (“Purchase Contract”) between the City and you as the underwriter (“Underwriter”). Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Purchase Contract.

Reference is made to our approving opinion (“Opinion”) of even date herewith as bond counsel addressed to the City delivered in connection with the issuance of the Bonds. You are hereby authorized to rely upon the Opinion to the same extent as if the Opinion were specifically addressed to you, subject to the qualifications and considerations set forth in the Opinion.

In connection therewith, we have examined:

1. Title 6, Chapter 17, [and Title 11, Chapter 21] of the Code of Laws of South Carolina, 1976, as amended.
2. The Purchase Contract.
3. The Official Statement dated [Pricing Date], 2022 (“Official Statement”), relating to the Bonds; provided, however, that we have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version.
4. The General Bond Ordinance No. 93-43 enacted by City Council (“City Council”) of the City on May 21, 1993 (“General Ordinance”), as amended and supplemented, including as amended and supplemented particularly by the Fifteenth Supplemental Ordinance No. 2022-[Ordinance Number], enacted by the City Council on [Ordinance Date], 2022 (collectively, the “Ordinance”).
5. The Disclosure Dissemination Agent Agreement dated the date hereof between the City and Digital Assurance Certification, L.L.C. (“Disclosure Agreement”).

Based upon the foregoing and examinations of such other documents, and consideration of such matters of law as we have deemed appropriate to enable us to render this opinion, we are of the opinion that:

1. The Purchase Contract and the Disclosure Agreement, respectively, have been duly authorized, executed and delivered by the City.
2. The Official Statement has been duly authorized, approved and delivered by the City.
3. We have considered the information contained in the Official Statement under the

headings entitled: “THE 2022 BONDS” (other than the information under “Book-Entry-Only System”); “SECURITY FOR THE 2022 BONDS”; and in Appendix C of the Official Statement entitled “Summary of Certain Provisions of the Ordinance” and, based upon our review, we are of the opinion that the statements or summaries under such headings (except the information therein related to The Depository Trust Company and its affiliates and the book-entry only system of registration and transfer and related information under the caption “THE 2022 BONDS—Book-Entry Only System,” as to which we express no opinion) are, to the extent indicated therein, accurate statements or summaries of the matters set forth or documents referred to therein, and fairly present the information purported to be shown.

4. The Ordinance and the Bonds conform as the form and tenor with the terms and provisions thereof as set out in the Official Statement.

5. All conditions precedent to the delivery of the Bonds contained in the Ordinance have been fulfilled.

6. The Bonds are presently exempt from registration under the Securities Act of 1933, as amended, and the Ordinance is presently exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

This opinion is rendered to and may be relied upon solely by the Underwriter and may not be relied upon by any other persons, firms or corporations.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Yours very truly,

Johnson, Toal & Battiste, P.A.

EXHIBIT C

**GENERAL CERTIFICATE OF THE CITY OF COLUMBIA
REQUIRED BY SECTION 7(e)(ii) OF THE PURCHASE CONTRACT**

Pursuant to Section 7(e)(ii) of the Purchase Contract dated [Pricing Date], 2022 (“Purchase Contract”), between the City of Columbia, South Carolina (“City”) and PNC Capital Markets LLC and Raymond James & Associates, Inc., on behalf of themselves and as representatives of Siebert Williams Shank & Co., LLC, as underwriters (collectively “Underwriter”), the undersigned authorized representative of the City hereby certifies as follows:

1. The representations and warranties of the City in the Purchase Contract are true and correct in all material respects as of the date hereof.
2. 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 in writing against or directly affecting the City contesting the due organization and valid existence of the City or wherein an unfavorable decision, ruling or finding would, in any way, materially adversely affect (A) the transactions contemplated by the Purchase Contract or the Official Statement dated [Pricing Date], 2022 (“Official Statement”), relating to the aggregate principal amount \$[Bond Amount] City of Columbia, South Carolina Waterworks and Sewer System Revenue Bonds, Series 2022 (“Bonds”), or the validity, due authorization and execution of the Purchase Contract, the Disclosure Dissemination Agent Agreement dated [Closing Date], 2022, between the City and Digital Assurance Certification, L.L.C., or any agreement or instrument related to the Bonds to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated by the Purchase Contract or by the Official Statement, (B) the federal tax-exempt status of the interest component on the Bonds, (C) the exemption of the interest component on the Bonds from taxation as described in Paragraph 5(j) of the Purchase Contract, (D) the organization, existence or powers of the City or the title of the Mayor or any of the members of the City Council or any officers of the City except as set forth in the Official Statement, or (E) the business, properties or assets or the condition, financial or otherwise, of the City.
3. The information with respect to the City contained in the Official Statement, relating to the Bonds, is, as of its date, true and correct in all material respects. The information with respect to the City contained in the Official Statement 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 light of the circumstances under which they were made, not misleading, and there has not been any material adverse change in the financial condition or operations of the City since the date of the Official Statement which has not been brought to the attention of the Underwriter in writing prior to the date hereof.
4. To the best of the knowledge and belief of the City, the City reasonably expects as of the date hereof that the proceeds of the Bonds will be used as provided in the Official Statement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate in the name and on behalf of the City as of [Closing Date], 2022.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Manager

EXHIBIT D

[Form of Opinion of the City Attorney]

[Closing Date], 2022

PNC Capital Markets LLC
Charlotte, North Carolina

Raymond James & Associates, Inc.
Richmond, Virginia

Siebert Williams Shank & Co., LLC
New York, New York

City of Columbia
Columbia, South Carolina

\$(Bond Amount)
City of Columbia, South Carolina
Waterworks and Sewer System Revenue Bonds
Series 2022

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 validity of the City’s \$(Bond Amount) original principal amount Waterworks and Sewer System Revenue Bonds, Series 2022 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(iv) of the Purchase Contract dated [Pricing Date], 2022 (“Purchase Contract”) between the City and you as the underwriter (“Underwriter”). Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Purchase Contract.

In connection therewith, I have examined:

1. Title 6, Chapter 17, [and Title 11, Chapter 21] of the Code of Laws of South Carolina, 1976, as amended;
2. The Purchase Contract;
3. The Official Statement dated [Pricing Date], 2022 (“Official Statement”), relating to the Bonds, provided, however, that I have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version;
4. The General Bond Ordinance No. 93-43 enacted by City Council (“City Council”) of the City on May 21, 1993 (“General Ordinance”), as amended and supplemented, including as amended and supplemented particularly by the Fifteenth Supplemental Ordinance No. 2022-[Ordinance Number], enacted by the City Council on [Ordinance Date], 2022 (collectively, the “Ordinance”);
5. The Disclosure Dissemination Agent Agreement dated the date hereof between the City and Digital Assurance Certification, L.L.C. (“Disclosure Agreement” and with the Purchase Contract, “City Agreements”); and
6. Such other documents and instruments and proceedings of the City as I have deemed relevant.

As to questions of fact material to my opinion, I have relied upon representations and other certifications of officials of the City without undertaking to verify the same by independent investigation.

Based on the foregoing, I am of the opinion that as of this date:

1. The City is a political subdivision validly existing under the Constitution and laws of the State of South Carolina, and has all requisite power and authority (i) to enact and implement the Ordinance and to issue, sell and deliver the Bonds and (ii) to conduct its business as currently being conducted and as proposed to be conducted and as described in the Official Statement and to carry out the transactions contemplated by the Purchase Contract and the Official Statement.

2. Each of the City Agreements has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the applicable parties thereto, constitutes a legal, valid and binding agreement enforceable against the City in accordance with its terms (except that the enforceability thereof may be subject to the exercise of judicial discretion in accordance with general principles of equity and to bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable); provided, however, that no opinion is expressed as to the enforceability of the indemnity or choice of law provisions thereof.

3. The City has taken all action legally required of it to enact and to implement the Ordinance and to authorize the issuance, sale and delivery of the Bonds. The Ordinance has been duly enacted by the City Council.

4. To the best of my knowledge and after due inquiry, the City is not in default in any material respect under any material agreement or other instrument related to the Bonds or the System to which it is a party or by which it may be bound.

5. There are no consents, approvals or authorizations of the State of South Carolina or any local governmental authority required on the part of the City in connection with the enactment and implementation of the Ordinance and the execution and delivery of the Purchase Contract, provided, however, that there is no opinion given with respect to compliance with any state securities laws or "blue sky" laws of any jurisdiction.

6. To the best of my knowledge and after due inquiry and except as disclosed in the Official Statement, there are no proceedings or investigations pending or threatened in writing against the City in any court or before any governmental authority or arbitration board or tribunal, wherein an unfavorable decision, ruling or finding would in any way materially and adversely affect the transactions contemplated by the Purchase Contract and the Official Statement or which, in any way, would adversely affect the validity and enforceability of the Bonds, or any agreement or instrument related to the Bonds or the System to which the City is a party and which is used or contemplated by the foregoing.

7. To the best of my knowledge and after due inquiry, the City in all material respects has good and proper title to the System as described in the Official Statement.

8. None of the proceedings held or actions taken by the City with respect to the Ordinance, the City Agreements or the Bonds have been repealed, rescinded or revoked.

Very truly yours,

Teresa A. Knox
City Attorney

B-22

EXHIBIT E

Form of Underwriter's Counsel Opinion

[Closing Date], 2022

PNC Capital Markets LLC
Charlotte, North Carolina

Raymond James & Associates, Inc.
Richmond, Virginia

Siebert Williams Shank & Co., LLC
New York, New York

\$(Bond Amount)
City of Columbia, South Carolina
Waterworks and Sewer System Revenue Bonds
Series 2022

Ladies and Gentlemen:

We have acted as counsel to PNC Capital Markets, LLC and Raymond James & Associates, Inc., on behalf of themselves and as representatives of Siebert Williams Shank & Co., LLC, as underwriters (collectively "Underwriter") in connection with the purchase of the referenced bonds ("Bonds") pursuant to a Purchase Contract, dated [Pricing Date], 2022 ("Purchase Contract"), between the Underwriter and the City of Columbia, South Carolina ("City"). This opinion is delivered to you pursuant to Section 7(e)(ix) of the Purchase Contract. Each capitalized term not otherwise defined in this letter has the meaning assigned to that term in the Purchase Contract.

We have, as your counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such other documents, legal opinions, instruments or records, and have made such investigation of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed for the purpose of this opinion.

In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement, dated [Pricing Date], 2022 ("Official Statement"), and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as your counsel, we met in conferences with your representatives and representatives of the City, counsel to the City, Burr & Forman LLP and Johnson Toal & Battiste, P.A, as co-bond counsel, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in these conferences, and in reliance on these conferences and on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of you as the Underwriter on this matter, no information came to the attention of the attorneys in our firm rendering legal services in connection with your representation that caused us to believe that the Official Statement as of its date and as of the date of this letter (except for any financial and statistical data and forecasts,

numbers, estimates, assumptions and expressions of opinion, and information concerning The Depository Trust Company and the book-entry system for the Bonds contained or incorporated by reference in the Official Statement and its Appendices, which we expressly exclude from the scope of this sentence) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Furthermore, we are of the opinion that in connection with the offering and sale of the Bonds, the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and no indenture with respect to the Bonds is required to be qualified pursuant to the Trust Indenture Act of 1939, as amended.

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,

PARKER POE ADAMS & BERNSTEIN LLP

[Closing Date], 2022

PNC Capital Markets LLC
Charlotte, North Carolina

Raymond James & Associates, Inc.
Richmond, Virginia

Siebert Williams Shank & Co., LLC
New York, New York

\$(Bond Amount)
City of Columbia, South Carolina
Waterworks and Sewer System Revenue Bonds
Series 2022

Ladies and Gentlemen:

We have acted as co-counsel to PNC Capital Markets LLC and Raymond James & Associates, Inc., on behalf of themselves and as representatives of Siebert Williams Shank & Co., LLC, as underwriters (collectively “Underwriter”) in connection with the purchase of the above referenced bonds (“Bonds”) pursuant to a Purchase Contract, dated [Pricing Date], 2022 (“Purchase Contract”), between the Underwriter and the City of Columbia, South Carolina (“City”). This opinion is delivered to you pursuant to Section 7(e)(ix) of the Purchase Contract. Each capitalized term not otherwise defined in this Letter has the meaning assigned to that term in the Purchase Contract.

We have, as your counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such other documents, legal opinions, instruments or records, and have made such investigation of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed for the purpose of this opinion.

In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement, dated [Pricing Date], 2022 (“Official Statement”), and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as your counsel, we met in conferences with your representatives and representatives of the City, counsel to the City, Burr & Forman LLP and Johnson, Toal & Battiste, P.A., as co-bond counsel, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in these conferences, and in reliance on these conferences and on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of you as the Underwriter on this matter, no information came to the attention of the attorneys in our firm rendering legal services in connection with your representation that caused us to believe that the Official Statement as of its date and as of the date of this letter (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning The Depository Trust Company and the book-entry system for the Bonds contained or incorporated by reference in the Official Statement and its Appendices, which we expressly exclude from the scope of this sentence) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the

statements therein, in the light of the circumstances under which they were made, not misleading.

Furthermore, we are of the opinion that in connection with the offering and sale of the Bonds, the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and no indenture with respect to the Bonds is required to be qualified pursuant to the Trust Indenture Act of 1939, as amended.

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,

STARKES LAW FIRM

EXHIBIT F

Form of Environmental Special Counsel

[Closing Date], 2022

PNC Capital Markets LLC
Charlotte, North Carolina

Raymond James & Associates, Inc.
Richmond, Virginia

Siebert Williams Shank & Co., LLC
New York, New York

Parker Poe Adams & Bernstein LLP
Columbia, South Carolina

The Starkes Law Firm, P.A.
Columbia, South Carolina

***[\$Bond Amount]
City of Columbia, South Carolina
Waterworks and Sewer System Revenue Bonds
Series 2022***

Ladies and Gentlemen:

We have acted as special counsel to the City of Columbia, South Carolina (“City”) with respect to certain environmental matters. The City has asked that we provide you with this opinion related to the referenced bonds (“Bonds”) pursuant to Section 7(e)(x) of the Purchase Contract, dated [Pricing Date], 2022 (“Purchase Contract”), between PNC Capital Markets, LLC and Raymond James & Associates, Inc., on behalf of themselves and as representatives of Siebert Williams Shank & Co., LLC, as underwriters (“Underwriters”) and the City. Each capitalized term not otherwise defined in this letter has the meaning assigned to that term in the Purchase Contract.

We have, as the City's special counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such documents, legal opinions, instruments or records, and have made such investigation of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed for the purpose of this opinion.

In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine. We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement dated [Pricing Date], 2022 (“Official Statement”), and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as special counsel to the City, we have reviewed the contents of the Official Statement, contained under the heading “THE CITY AND THE SYSTEM - Environmental Matters”. In reliance on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of the City, no information came to the attention of the

attorneys in our firm rendering legal services in connection with the City's representation that caused us to believe that the information in Official Statement contained under the heading "THE CITY AND THE SYSTEM - Environmental Matters" (except for the subheading entitled "*Conclusion*"), as of its date and as of the date of this letter contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinion expressed above is rendered solely for your benefit in connection with the issuance of the Bonds. This opinion 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 opinion expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

W. THOMAS LAVENDER, JR.
NEXSEN PRUET, LLC

EXHIBIT G
FORM OF UNDERWRITER' S CERTIFICATE
ISSUE PRICE CERTIFICATE

The undersigned, on behalf of PNC Capital Markets LLC ("PNC") and Raymond James & Associates, Inc. ("Raymond James"), on behalf of themselves and as representatives of Siebert Williams Shank & Co., LLC ("Siebert"), as underwriters (collectively "Underwriter"), hereby certify 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. ***Defined Terms.***

(a) *City* means City of Columbia, South Carolina.

(b) *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) *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. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *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 retail 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 McNair Law Firm, N.A., 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.

PNC CAPITAL MARKETS LLC,

By: _____
 Name: David Fischer

Dated: [Closing Date], 2022

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SCHEDULE A
SALE PRICES
(Attached)
MATURITY SCHEDULE

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT D

FORM OF CONTINUING DISCLOSURE AGREEMENT

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (“Disclosure Agreement”), dated as of [], 2022, is executed and delivered by the City of Columbia, South Carolina (“Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (“Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (defined below) of the Bonds (defined below) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (“Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. 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 (defined below). The capitalized terms shall have the following meanings:

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

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

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

“Annual Report” means an Annual Report containing Annual Financial Information described in and consistent with Section 3 of this Disclosure Agreement.

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

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

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

“Disclosure Representative” means the Assistant City Manager for Finance and Economic Services or designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Financial obligation” is defined by the Rule as and for purposes of this Disclosure Agreement shall mean (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.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

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

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

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(10) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

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

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, 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 February 1 after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2022. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual

Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

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

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall provide in a timely manner an electronic copy of the Issuer's unaudited financial statements to the Disclosure Dissemination Agent and shall, within a reasonable time of when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
- (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) hereof with the MSRB;
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) hereof with the MSRB;
- (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) hereof with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) hereof (being any of the categories set forth below as modified by the MSRB) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - 1. "Principal and interest payment delinquencies;"
 - 2. "Non-Payment related defaults, if material;"
 - 3. "Unscheduled draws on debt service reserves reflecting financial difficulties;"
 - 4. "Unscheduled draws on credit enhancements reflecting financial difficulties;"
 - 5. "Substitution of credit or liquidity providers, or their failure to perform;"
 - 6. "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
 - 7. "Modifications to rights of securities holders, if material;"
 - 8. "Bond calls, if material, 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 Issuer;"
 13. "Merger, consolidation, or acquisition of the Issuer, 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 Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, 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 Issuer, 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 Issuer pursuant to Section 7(a) hereof (being any of the categories set forth below as modified by the MSRB) when filing pursuant to Section 7(a) of this Disclosure Agreement:
1. "Amendment to continuing disclosure undertaking;"
 2. "Change in Issuer;"
 3. "Notice to investors pursuant to bond documents;"
 4. "Certain communications from the Internal Revenue Service;"
 5. "Secondary market purchases;"
 6. "Bid for auction rate or other securities;"
 7. "Capital or other financing plan;"
 8. "Litigation/enforcement action;"
 9. "Change of tender agent, remarketing agent, or other on-going party;" and
 10. "Other event-based disclosures."
- (vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) hereof with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) hereof (being any of the categories set forth below as modified by the MSRB) when filing pursuant to Section 7(b) of this Disclosure Agreement:
1. "Quarterly/monthly financial information;"
 2. "Change in fiscal year/timing of annual disclosure;"

3. "Change in accounting standard;"
4. "Interim/additional financial information/operating data;"
5. "Budget;"
6. "Investment/debt/financial policy;"
7. "Information provided to rating agency, credit/liquidity provider or other third party;"
8. "Consultant reports;" and
9. "Other financial/operating data."

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

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

SECTION 3. Content of Annual Reports.

Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement as follows; provided, however, that in the event the following information is collected and prepared by a party other than the City, the City shall be excused from compliance for failure to timely provide such information in the event such information is not available to the City:

- (1) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to this Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
- (2) Financial and operating data for the preceding fiscal year, which shall consist of the financial and operating data contained in the following tables in the Official Statement:
 - (a) Under the caption, "FINANCIAL FACTORS": (i) Five-Year Summary and (ii) Historical Debt Service Coverage of the System; and
 - (b) Under the caption, "THE CITY AND THE SYSTEM": (i) Ten Largest Customers, (ii) Number of Billed Customers on Waterworks System, (iii) Number of Billed Customers on Sanitary Sewer System, (iv) Water Rates (if modified during such fiscal year), (v) Sewer Rates (if modified during such fiscal year), (vi) Comparison of Water Rates in the Columbia MSA, and (vii) Capital Improvements Undertaken.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included 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 Issuer 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 Issuer;

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 Issuer 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 Issuer, 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 Issuer.

13. The consummation of a merger, consolidation, or acquisition involving an Issuer or the sale of all or substantially all of the assets of the Issuer, 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 Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, 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 Issuer, any of which reflect financial difficulties.

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

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that 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 Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2(e)(iv) hereof. This notice 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 Issuer will provide the 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 Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable 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 Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the

Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

CITY OF COLUMBIA, SOUTH CAROLINA, as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A
NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer	City of Columbia, South Carolina
Obligated Person(s)	City of Columbia, South Carolina
Name of Bond Issue:	\$_____ * Waterworks and Sewer System Revenue Bonds, Series 2022
Date of Issuance:	[], 2022
Date of Official Statement:	[], 2022
CUSIP Number:	198504

EXHIBIT B
NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer City of Columbia, South Carolina
Obligated Person(s) City of Columbia, South Carolina
Name of Bond Issue: \$_____ * Waterworks and Sewer System Revenue Bonds, Series 2022
Date of Issuance: [], 2022
Date of Official Statement: [], 2022

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Dissemination Agent Agreement, dated as of [], 2022, between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by:_____

Dated: _____

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent,
on behalf of the Issuer

By: _____
Name: _____
Title: _____

cc: Issuer
 Obligated Person

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" may be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

_____ Description of Notice Events (Check One):

1. _____ "Principal and interest payment delinquencies;"
2. _____ "Non-Payment related defaults, if material;"
3. _____ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. _____ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. _____ "Substitution of credit or liquidity providers, or their failure to perform;"
6. _____ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. _____ "Modifications to rights of securities holders, if material;"
8. _____ "Bond calls, if material;"
9. _____ "Defeasances;"
10. _____ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. _____ "Rating changes;"
12. _____ "Tender offers;"
13. _____ "Bankruptcy, insolvency, receivership or similar event of the Issuer;"
14. _____ "Merger, consolidation, or acquisition of the Issuer, if material;"
15. _____ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"
16. _____ "Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material;" and
17. _____ "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, 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, L.L.C.
 315 E. Robinson Street
 Suite 300
 Orlando, FL 32801
 407-515-1100

Date: _____

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event notice" may be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. _____ "amendment to continuing disclosure undertaking;"
2. _____ "change in Issuer;"
3. _____ "notice to investors pursuant to bond documents;"
4. _____ "certain communications from the Internal Revenue Service;"
5. _____ "secondary market purchases;"
6. _____ "bid for auction rate or other securities;"
7. _____ "capital or other financing plan;"
8. _____ "litigation/enforcement action;"
9. _____ "change of tender agent, remarketing agent, or other on-going party;" and
10. _____ "other event-based disclosures."

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

Signature:

Name: _____ Title: _____

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

Date: _____

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" may be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Financial Disclosure (Check One):

1. ☐ "quarterly/monthly financial information;"
2. ☐ "change in fiscal year/timing of annual disclosure;"
3. ☐ "change in accounting standard;"
4. ☐ "interim/additional financial information/operating data;"
5. ☐ "budget;"
6. ☐ "investment/debt/financial policy;"
7. ☐ "information provided to rating agency, credit/liquidity provider or other third party;"
8. ☐ "consultant reports;" and
9. ☐ "other financial/operating data."

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

Signature:

Name: _____ Title: _____

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

Date: _____



TO: Mayor, Members of Council, City Manager

FROM: Jeff Palen, ACM/CFO

SUBJECT: W&S Bond Series 2022 -

DATE: 02/28/2022

Following is the listing of the bond team for the upcoming Water & Sewer bond issuance. Firms with an asterisk denote that it was a member of the team in one of the prior bond issues that has the potential to be refunded under this new bond ordinance.

Financial Advisor: Stifel *

Contact: Brent Robertson

Bond/Tax Counsel: Burr & Forman *

Contact: Michael Seezen

Bond Counsel: Johnson, Toal & Battiste *

Contact: George Johnson

Underwriter (co-senior): PNC *

Contact: David Fischer

Underwriter (co-senior): Raymond James *

Contact: George Pugh

Underwriter (co-manager): Seibert Williams Shank *

Contact: John Kirn

Underwriter's Counsel: Parker Poe *

Contact: Ray Jones

Underwriter's Counsel: Starkes Law Firm *

Contact: Xavier Starkes

Paying Agent/Custodian/Escrow Agent (on refundings): Regions *

Contact: Kurt Marson



Disclosure Agent: DAC *
Contact: Lisa Olsen

POS/OS Printer: Financial Press *
Contact: George Lee

Rating Agencies: Moody's and S&P
Contacts: Varies over time

Verification Agent (on refundings): Terminus Analytics *
Contact: David Corbin

Please let me know if you need additional information.



We Are Columbia

MEETING DATE: March 1, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-020 - Repealing Ordinance No.: 2019-046 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 Nuisance – Definitions (a) and (b), Ordinance No.: 2019-056 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII Extreme Risk Protection Orders and Ordinance No.: 2019-063 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions to add Article XIII, Gun-free School Zones

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2022-020 - Repealing Gun Ords (PDF)

ORDINANCE NO: 2022-020

Repealing Ordinance No.: 2019-046 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 Nuisance – Definitions (a) and (b), Ordinance No.: 2019-056 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII Extreme Risk Protection Orders and Ordinance No.: 2019-063 that Amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions to add Article XIII, Gun-free School Zones

WHEREAS, by Ordinance No.: 2019-046 enacted on August 6, 2019, the Mayor and Council amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 Nuisance – Definitions (a) and (b); and

WHEREAS, by Ordinance No.: 2019-056 enacted on September 17, 2019 the Mayor and Council amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII Extreme Risk Protection Orders; and

WHEREAS, by Ordinance No.: 2019-063 enacted on September 17, 2019 the Mayor and Council amended the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions to add Article XIII, Gun-free School Zones; and

WHEREAS, Council desires to have said Ordinances repealed; NOW THEREFORE,

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this _____ day of _____, 2022, that Ordinance Nos.: 2019-056, 2019-063 and 2019-046 are hereby repealed.

Requested by:

Mayor and City Council _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: March 1, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: **Ordinance No.: 2022-022 - Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Tarez Graham for the sale of property located at 934 Laurie Lane, Richland County TMS #11215-04-23**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

Ordinances 2022-022 and 2022-023 are submitted for approval for the sale of City owned properties at 934 Laurie Lane and 612 Hemphill Drive. The sales price being recommended equals the appraised value of the properties being sold.

BACKGROUND:

The City of Columbia has supported Affordable Housing activities for decades. The City's Home Loan Programs have existed since the 1980's and were created with the intent of establishing sustainable home loan programs to serve the Columbia community. Since inception of these programs, the City has served over 3600 clients. The HOME Investment Partnerships Program (HOME), allocated through HUD and administered by Community Development, provides funding that communities use to expand the supply of decent, affordable housing for low and very-low income families within the City and is used often in partnership with local nonprofit groups to fund a wide range of activities that build, buy, and/or rehabilitate affordable housing for rent or homeownership.

Affordable Housing Resources has been a benefactor of the City's programs on numerous occasions, to include assistance with the purchase of properties at 934 Laurie Lane and 612 Hemphill Drive. The initial loan to Affordable Housing Resources for 934 Laurie Lane was made September 27, 2006 in the amount of \$127,000 and the initial loan for 612 Hemphill Drive was made on August 12, 2011 in the amount of \$120,000. Both loans were balloon payments with a maturity date of 15 years from origination.

The City funded Affordable Housing Resources using CDBG federal dollars to purchase homes and rent at affordable rates to low-moderate income individuals and families. In 2017, the City was contacted by Affordable Housing Resources, Inc. regarding four properties, including the two referenced in Ordinances 2022-022 and 2022-023. At that time, the joint decision between the City and Affordable Housing Resources was made to transfer the properties to the City of

Columbia. Each property that was deeded to the City as part of the agreement with Affordable Housing Resources is identified in the following table, two of which have already been sold.

Property Address	Council District	Proximity to Major Intersection	Current Status
2924 Hope Avenue Columbia, SC 29205	3	One block from Rosewood Drive	Sold 7/2/2019
4317 Azalea Drive Columbia, SC 29205	3	Near N. Beltline Blvd. and Devine Street	Sold 5/1/2020
934 Laurie Lane Columbia, SC 29205	3	Near S. Holly and Airport Blvd.	Contract Pending Council Approval Sales Price \$199,000.00
612 Hemphill Street Columbia, SC 29205	3	Near S. Kilbourne and Montgomery Ave.	Contract Pending Council Approval Sales Price \$187,000.00

Federal guidelines require that homes serve households at or below 80% of HUDs Area Median Income (AMI). Community Development has qualified two (2) applicants under the City of Columbia's Affordable Housing Loan program for homeownership who meet HUDs AMI criteria. One applicant is a disabled veteran utilizing the Columbia Housing Authority's Homeownership Voucher program to assist with affordability. The other applicant is a recent college graduate who works at a local pharmaceutical company.

Homes were marketed for sale during homebuyer workshops, fliers, signs posted on property site and during realtor and partner bank outreach/information sessions.

Funds from the sale of the properties will be returned to the City's HOME Revolving Loan Fund for purposes of supporting additional homeownership opportunities to the community. The HOME Revolving Loan Fund is an active, restricted fund utilized to provide funding to citizens of Columbia to purchase homes.

Missy Gentry, PE, Assistant City Manager

ATTACHMENTS:

- **#a:** 2022-022 - Sale of 934 Laurie Lane (PDF)
- **#b:** 934 Laurie Ln Contract of Sale 8132014 (PDF)

ORDINANCE NO.: R-2022-022

Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Tarez Graham for the sale of property located at 934 Laurie Lane, Richland County TMS #11215-04-23

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2022, that the City Manager is hereby authorized to execute the attached Purchase and Sale Agreement and any other documents necessary and approved by the City Attorney to consummate the conveyance of 934 Laurie Lane, Richland County TMS #11215-04-23 from the City of Columbia to Tarez Graham for the sum of One Hundred Ninety-nine Thousand and No/100 (\$199,000) Dollars.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



CONTRACT OF SALE

DATE. A Contract for the sale and purchase of the hereinafter described property is entered into by and between **Tarez Graham**, Purchaser(s) and **City of Columbia, South Carolina**, **Seller, as of the date last signed below.**

Offer and Description. Purchaser(s) agree(s) to buy and Seller(s) agree(s) to sell that lot or parcel of land, with improvements thereon situated in **Richland** County, State of **South Carolina** and being described as follows: **TMS# 11215-04-23.**

The Property address: 934 Laurie Ln. Columbia, SC 29205

Conveyance Shall Be Made. Conveyance shall be made subject to all covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations.

Price The purchase price is One Hundred and Ninety-Nine Thousand and No/100 (**\$199,000.00**) **Dollars** and shall be paid by the Purchaser as follows: Five Hundred and No/100 **\$500.00 Dollars** (same as required down-payment) upon execution of the Contract as an earnest money in certified funds towards the purchase price.

Closing Cost. The Purchaser shall pay all pre-paid items to include 1st year annual home owner's insurance, required property taxes, and insurance escrow due at closing. Purchaser is responsible for the preparation of the deed; and any deed of trust; the fees of the Purchaser closing attorney. The Seller shall pay all allowable closing cost not to exceed **One-Thousand Five-Hundred and No/100 (\$1,500.00) Dollars.**

Contract Contingencies: This closing is contingent upon the Purchaser receiving financing from the City of Columbia's Community Development Home Loan Program and meeting all the required underwriting and income requirements of the loan program.

Conveyance Date of Closing. The closing shall take place within sixty (60) days from the date of this contract. Seller(s) agree(s) to convey by marketable title and deliver a proper statutory warranty deed with power duly renounced, if applicable, and free of encumbrances, except as herein stated, with all stamps affixed thereto. The deed shall be prepared in the name of **Tarez Graham**.

Adjustments: Real estate taxes, homeowner association/regime fees, and rents when applicable, will be adjusted as of the date of closing. Tax proration pursuant to this Contract is to be based on the tax information available and deemed reliable by the Closing Attorney on the date of closing and to be prorated on that basis. Buyer will be responsible for applying for any applicable tax exemptions. Buyer is also responsible for any tax increases due to change of ownership. Unless otherwise agreed, Seller will pay all regular and special homeowner's association assessments and all governmental assessments levied through date of closing and Buyer will pay for those assessments levied after the date of closing.

Condition of Property. This property is being sold "*As Is*". Purchaser may have home inspection done within 10 days from complete execution of said contract. This may include CL-100, HVAC or other inspections or tests done to determine the condition of property. Seller will have no obligations to make any repairs or replacements to property identified as a result of inspections.

Home Warranty Coverage: Buyer and Seller agree that a home warranty will () will not (**X**) be provided at closing.

Condition of Title. At the closing, the premises shall be conveyed with good, marketable and insurable fee simple title subject to the following:

- (a) Taxes: Real Estate taxes for the current year and future years;
- (b) Easements and Right-of-Way: Easements and right-of-way of record or as would be shown by a current survey; provided, however, Seller warrants that said easements and right-of-way do not materially affect the premises or unreasonably interfere with purchaser's intended use;
- (c) Restrictions of record.

Possession. Possession of said premises will be given to the Purchaser on the day of the closing.

Default. If the Purchaser shall default under this agreement, the Seller shall have the option of suing for damages including but not limited to reasonable attorney's fees or rescinding this contract. The earnest money shall be paid to the Seller. Upon default by the Seller, the Purchaser shall have the option of suing for damages or specific performance, or rescinding this contract. Upon default by the Seller, if the Purchaser elects to rescind this agreement, the purchaser will be refunded all sums paid hereunder.

Other Terms: The following assistance is being provided to the Buyer as part of HUD's guidelines of affordable mortgage lending.

- (a) At closing, The City will pay on behalf of the Buyer up to **One-Thousand Five-Hundred and No/100 (\$1,500.00)** Dollars to be used exclusively to pay for Buyer's closing cost. This amount plus any equity realized in this transaction by the Buyer, based upon the appraised value of the property, will be recorded as a loan that is forgivable over a **Fifteen (15) year period.**
- (b) The amount of this loan shall be **One-Thousand Five-Hundred and No/100 (\$1,500.00)** Dollars for closing cost plus **Forty-Eight Thousand-Five Hundred and 0/100 (\$48,500)** Dollars equity realized for a total loan amount of **Fifty-Thousand and 0/100 (\$50,000.00)** Dollars. Additional terms of this loan are that the Buyer must occupy and use the property as their primary residence during this **Fifteen (15) year period.** and should the property be sold or cease to be used as the Buyer's primary residence during this **Fifteen (15) year period.** the forgivable loan balance must be repaid at a prorated basis. This loan of **Fifty-Thousand and 0/100 (\$50,000.00)** Dollars will be a subordinate lien to the first mortgage.
- (c) Six and Sixty-Six Hundredths (6.66%) per cent per year of the original amount of **Fifty-Thousand and 0/100 (\$50,000.00)** Dollars shall be forgivable and not required to be repaid on each anniversary date of the loan, not to exceed **Fifteen (15) years.** at which time this debt will be fully discharged and forgiven.

Effect of Contract. The parties hereto further agree that this written contract expresses the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder.

Binding Contract. This contract shall be binding on both parties, their principals, heirs, personal representatives, successors and assigns as state law permits.

Disbursing Agent. It is agreed by both parties that all money paid under the contract shall pass through the hands of the **TBD.** and he/she shall act as disbursing agent for both parties hereto.

Extension Agreement. Time is of the essence; however, if the transaction is not closed within the stipulated time limits of this contract, then both parties agree to extend said contract for a period not to exceed fifteen (15) days from the date designated for original closing.

Cashier's check. Purchaser must have a cashier's check, or certified funds when completing this transaction.

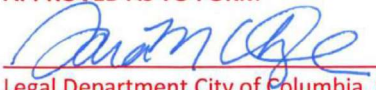
Commissions. None.

SIGNATURES BELOW SIGNIFY ACCEPTANCE OF ALL TERMS AND CONDITIONS
STATE HEREIN.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

APPROVED AS TO FORM


Legal Department City of Columbia, SC
2/22/2022

WITNESS

PURCHASER

Date _____

WITNESS

SELLER

City of Columbia, SC

By: Teresa Wilson

Its: City Manager

Date: _____



We Are Columbia

MEETING DATE: March 1, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2022-023 - Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Ernest Berry for the sale of property located at 612 Hemphill Street, Richland County TMS #13708-22-06

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

Ordinances 2022-022 and 2022-023 are submitted for approval for the sale of City owned properties at 934 Laurie Lane and 612 Hemphill Drive. The sales price being recommended equals the appraised value of the properties being sold.

BACKGROUND:

The City of Columbia has supported Affordable Housing activities for decades. The City's Home Loan Programs have existed since the 1980's and were created with the intent of establishing sustainable home loan programs to serve the Columbia community. Since inception of these programs, the City has served over 3600 clients. The HOME Investment Partnerships Program (HOME), allocated through HUD and administered by Community Development, provides funding that communities use to expand the supply of decent, affordable housing for low and very-low income families within the City and is used often in partnership with local nonprofit groups to fund a wide range of activities that build, buy, and/or rehabilitate affordable housing for rent or homeownership.

Affordable Housing Resources has been a benefactor of the City's programs on numerous occasions, to include assistance with the purchase of properties at 934 Laurie Lane and 612 Hemphill Drive. The initial loan to Affordable Housing Resources for 934 Laurie Lane was made September 27, 2006 in the amount of \$127,000 and the initial loan for 612 Hemphill Drive was made on August 12, 2011 in the amount of \$120,000. Both loans were balloon payments with a maturity date of 15 years from origination.

The City funded Affordable Housing Resources using CDBG federal dollars to purchase homes and rent at affordable rates to low-moderate income individuals and families. In 2017, the City was contacted by Affordable Housing Resources, Inc. regarding four properties, including the two referenced in Ordinances 2022-022 and 2022-023. At that time, the joint decision between the City and Affordable Housing Resources was made to transfer the properties to the City of

Columbia. Each property that was deeded to the City as part of the agreement with Affordable Housing Resources is identified in the following table, two of which have already been sold.

Property Address	Council District	Proximity to Major Intersection	Current Status
2924 Hope Avenue Columbia, SC 29205	3	One block from Rosewood Drive	Sold 7/2/2019
4317 Azalea Drive Columbia, SC 29205	3	Near N. Beltline Blvd. and Devine Street	Sold 5/1/2020
934 Laurie Lane Columbia, SC 29205	3	Near S. Holly and Airport Blvd.	Contract Pending Council Approval Sales Price \$199,000.00
612 Hemphill Street Columbia, SC 29205	3	Near S. Kilbourne and Montgomery Ave.	Contract Pending Council Approval Sales Price \$187,000.00

Federal guidelines require that homes serve households at or below 80% of HUDs Area Median Income (AMI). Community Development has qualified two (2) applicants under the City of Columbia's Affordable Housing Loan program for homeownership who meet HUDs AMI criteria. One applicant is a disabled veteran utilizing the Columbia Housing Authority's Homeownership Voucher program to assist with affordability. The other applicant is a recent college graduate who works at a local pharmaceutical company.

Homes were marketed for sale during homebuyer workshops, fliers, signs posted on property site and during realtor and partner bank outreach/information sessions.

Funds from the sale of the properties will be returned to the City's HOME Revolving Loan Fund for purposes of supporting additional homeownership opportunities to the community. The HOME Revolving Loan Fund is an active, restricted fund utilized to provide funding to citizens of Columbia to purchase homes.

Missy Gentry, PE, Assistant City Manager

ATTACHMENTS:

- **#a:** 2022-023 - Sale of 612 Hemphill Street (PDF)
- **#b:** 612 Hemphill Contract of Sale 8132014 (PDF)

ORDINANCE NO.: R-2022-023

Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Ernest Berry for the sale of property located at 612 Hemphill Street, Richland County TMS #13708-22-06

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2022, that the City Manager is hereby authorized to execute the attached Purchase and Sale Agreement and any other documents necessary and approved by the City Attorney to consummate the conveyance of 612 Hemphill Street, Richland County TMS #13708-22-06 from the City of Columbia to Ernest Berry for the sum of One Hundred Eighty-seven Thousand and No/100 (\$187,000.00) Dollars.

Requested by:

Assistant City Manager Gentry

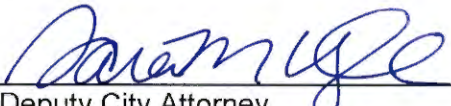
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



CONTRACT OF SALE

DATE. A Contract for the sale and purchase of the hereinafter described property is entered into by and between **Ernest Berry**, Purchaser(s) and **City of Columbia, South Carolina, Seller, as of the date last signed below.**

Offer and Description. Purchaser(s) agree(s) to buy and Seller(s) agree(s) to sell that lot or parcel of land, with improvements thereon situated in **Richland** County, State of **South Carolina** and being described as follows: **TMS# 13708-22-06.**

The Property address: 612 Hemphill St. Columbia, SC 29205

Conveyance Shall Be Made. Conveyance shall be made subject to all covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations.

Price The purchase price is One Hundred and Eighty-Seven Thousand and No/100 (**\$187,000.00**) **Dollars** and shall be paid by the Purchaser as follows: Five Hundred and No/100 **\$500.00 Dollars** (same as required down-payment) upon execution of the Contract as an earnest money in certified funds towards the purchase price.

Closing Cost. The Purchaser shall pay all pre-paid items to include 1st year annual home owners insurance, required property taxes, and insurance escrow due at closing. Purchaser is responsible for the preparation of the deed; and any deed of trust; the fees of the Purchaser closing attorney. The Seller shall pay all allowable closing cost not to exceed **One-Thousand Five-Hundred Dollars 00/100 (\$1,500.00).**

Contract Contingencies: This closing is contingent upon the Purchaser receiving financing from the City of Columbia's Community Development Home Loan Program and meeting all the required underwriting and income requirements of the loan program.

Conveyance Date of Closing. The closing shall take place within sixty (60) days from the date of this contract. Seller(s) agree(s) to convey by marketable title and deliver a proper statutory warranty deed with power duly renounced, if applicable, and free of encumbrances, except as herein stated, with all stamps affixed thereto. The deed shall be prepared in the name of **Ernest Berry.**

Adjustments: Real estate taxes, homeowner association/regime fees, and rents when applicable, will be adjusted as of the date of closing. Tax proration pursuant to this Contract is to be based on the tax information available and deemed reliable by the Closing Attorney on the date of closing and to be prorated on that basis. Buyer will be responsible for applying for any applicable tax exemptions. Buyer is also responsible for any tax increases due to change of ownership. Unless otherwise agreed, Seller will pay all regular and special homeowner's association assessments and all governmental assessments levied through date of closing and Buyer will pay for those assessments levied after the date of closing.

Condition of Property. This property is being sold "*As Is*". Purchaser may have home inspection done within 10 days from complete execution of said contract. This may include CL-100, HVAC or other inspections or tests done to determine the condition of property. Seller will have no obligations to make any repairs or replacements to property identified as a result of inspections.

Home Warranty Coverage: Buyer and Seller agree that a home warranty will () will not (**X**) be provided at closing.

Condition of Title. At the closing, the premises shall be conveyed with good, marketable and insurable fee simple title subject to the following:

- (a) Taxes: Real Estate taxes for the current year and future years;
- (b) Easements and Right-of-Way: Easements and right-of-way of record or as would be shown by a current survey; provided, however, Seller warrants that said easements and right-of-way do not materially affect the premises or unreasonably interfere with purchaser's intended use;
- (c) Restrictions of record.

Possession. Possession of said premises will be given to the Purchaser on the day of the closing.

Default. If the Purchaser shall default under this agreement, the Seller shall have the option of suing for damages including but not limited to reasonable attorney's fees or rescinding this contract. The earnest money shall be paid to the Seller. Upon default by the Seller, the Purchaser shall have the option of suing for damages or specific performance, or rescinding this contract. Upon default by the Seller, if the Purchaser elects to rescind this agreement, the purchaser will be refunded all sums paid hereunder.

Other Terms: The following assistance is being provided to the Buyer as part of HUD's guidelines of affordable mortgage lending.

- (a) At closing, The City will pay on behalf of the Buyer up to **One-Thousand Five-Hundred 00/100 (\$1,500.00)** Dollars to be used exclusively to pay for Buyer's closing cost. This amount plus any equity realized in this transaction by the Buyer, based upon the appraised value of the property, will be recorded as a loan that is forgivable over a **Fifteen (15) year period.**
- (b) The amount of this loan shall be **One-Thousand Five-Hundred and 0/100 (\$1,500.00)** Dollars for closing cost plus **Fifty-Six Thousand Five-Hundred and 0/100 (\$56,500.00)** Dollars equity realized for a total loan amount of **Fifty-Eight Thousand and 0/100 (\$58,000.00)** Dollars. Additional terms of this loan are that the Buyer must occupy and use the property as their primary residence during this **Fifteen (15) year period,** and should the property be sold or cease to be used as the Buyer's primary residence during this **Fifteen (15) year period,** the forgivable loan balance must be repaid at a prorated basis. This loan of **Fifty-Eight Thousand Fifty and 0/100 (\$58,000.00)** Dollars will be a subordinate lien to the first mortgage.
- (c) Six and Sixty-Six Hundredths (6.66%) per cent per year of the original amount of **Fifty-Eight Thousand and 0/100 (\$58,000.00)** Dollars shall be forgivable and not required to be repaid on each anniversary date of the loan, not to exceed **Fifteen (15) years,** at which time this debt will be fully discharged and forgiven.

Effect of Contract. The parties hereto further agree that this written contract expresses the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder.

Binding Contract. This contract shall be binding on both parties, their principals, heirs, personal representatives, successors and assigns as state law permits.

Disbursing Agent. It is agreed by both parties that all money paid under the contract shall pass through the hands of the **TBD,** and he/she shall act as disbursing agent for both parties hereto.

Extension Agreement. Time is of the essence; however, if the transaction is not closed within the stipulated time limits of this contract, then both parties agree to extend said contract for a period not to exceed fifteen (15) days from the date designated for original closing.

Cashier's check. Purchaser must have a cashier's check, or certified funds when completing this transaction.

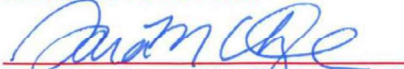
Commissions. None.

SIGNATURES BELOW SIGNIFY ACCEPTANCE OF ALL TERMS AND CONDITIONS
STATE HEREIN.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

APPROVED AS TO FORM


Legal Department City of Columbia, SC
2/22/2022

WITNESS

PURCHASER
Date _____

WITNESS

SELLER
City of Columbia, SC
By: Teresa Wilson
Its: City Manager
Date: _____



We Are Columbia

MEETING DATE: March 1, 2022

DEPARTMENT: Legal Department

FROM: Teresa Knox, City Attorney

SUBJECT: Resolution No.: R-2022-016 - Recognizing the Application of the Force Majeure Provision in the Venue License Agreement between Hardball Capital, LLC and the City of Columbia, dated April 8, 2014

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

BACKGROUND:

In 2014, the City of Columbia and Hardball Capital entered into a Venue License Agreement for the operation and maintenance of Segra Park (known as the Multi-Use Entertainment Venue at that time). This agreement provides the framework for the partnership between the City and Hardball Capital for a thirty (30) year term, which extends through the end of the thirtieth (30th) full regular season following the opening of the Venue. Segra Park officially opened with the first home season game on April 14, 2016. (*see attachments for link*)

Attached for approval is a Resolution acknowledging the enactment of the force majeure clause contained within the Venue License Agreement between the City of Columbia and Hardball Capital as a result of the 2020 minor league season being cancelled. Due to the coronavirus pandemic declared by the World Health Organization in March 2020, Major League Baseball officially canceled the 2020 minor league baseball season in June of that same year. Article XXI of the Venue License Agreement between Hardball Capital and The City of Columbia allows for the extension of the agreement equivalent to the delay caused by the force majeure. This resolution acknowledges the force majeure event and extends the Venue License Agreement by an equivalent time (one season). The language contained in the Venue License Agreement is reflected below:

**ARTICLE XXI
FORCE MAJEURE**

Hardball and the City agree that with respect to any services to be provided, or action to be taken by either Party during the Term of this Agreement, the Party required to furnish or perform the same shall in no event be liable for failure to do so when prevented by any cause beyond the reasonable control of such Party such as strike, lock-out, suspension of play of baseball, breakdown, accident, order or regulation of or by any governmental authority or failure of supply, or inability, by the exercise of reasonable diligence, to

obtain supplies, parts, players or employees necessary to furnish such services, or because of war or other emergency, or for any cause due to any act or neglect of the other Party hereto, or its servants, agents, employees, any assignee, or successor in interest to such other Party; provided that the foregoing shall not limit the obligation to make payments to the extent that payments are due pursuant to Articles IV or IX, nor Hardball's obligations under Section XVII(A)(3), nor the City's obligations under Article V (but without limitation of force majeure to the extent applicable under the Development Agreement). The time within which such services or actions shall be performed or rendered shall be extended for a period of time equivalent to the delay of such cause.

City Capital Fund

The Venue License Agreement also created a City Capital Fund to be used for the maintenance and improvement of Segra Park. In 2020, with the cancellation of the baseball season, Hardball Capital requested and the City approved Ordinance 2020-057, (*see attachment for link*) allowing Hardball Capital to access a portion of the funds in the City Capital Fund to cover recurring monthly operating expenses during the period between June 2020 and through sixty days after the resumption of regularly scheduled Minor League Baseball Games or June 30, 2021, whichever occurred first. The agreement also included a provision that at no time would the City Capital Fund be reduced below \$400,000 as a result of this agreement. A total of \$509,813.10 was utilized Hardball between June 2020 and May 2021. The June 2020 balance of the City Capital Fund was \$974,992.60 and the balance at the end of May 2021 was \$601,595.60. Revenues into the fund during this period included the City's portion of the Naming Rights Agreement, which is an obligation of the Venue License Agreement.

2022 Season / Impact of the Major League Lockout

It should be noted, the current lockout between Major League Baseball owners and the Major League Players Association will not impact the opening of the 2022 Minor League season. The Columbia Fireflies have confirmed that their 2022 season will begin on time as schedule on April 8 at Segra Park, regardless of the status of the Major League labor dispute.

Missy Gentry, PE, Assistant City Manager

ATTACHMENTS:

- **#a:** R-2022-016 - Recognizing Application of Force Majeure Provision in Hardball Capital VLA (PDF)
- **#b:** Venue License Agreement
- **#c:** Ordinance No.: 2020-057

RESOLUTION NO.: R-2022-016

Recognizing the application of the Force Majeure provision in the Venue License Agreement between Hardball Capital, LLC and the City of Columbia, dated April 8, 2014

Be it resolved by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2022, that pursuant to Article XXI of the Venue License Agreement, the time within which services or actions shall be performed or rendered shall be extended for a period of time equivalent to a delay caused by force majeure, Council hereby acknowledges that owing to the global pandemic and resulting emergency declarations, it was not possible to hold a 2020 baseball season, therefore, the Venue License Agreement shall be extended by a period of one (1) year as provided by this Article.

Requested by:

Assistant City Manager Gentry

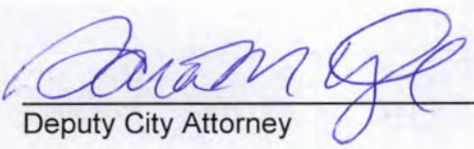
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: March 1, 2022

DEPARTMENT: Legal Department

FROM: Teresa Knox, City Attorney

SUBJECT: Resolution No.: R-2022-020 - Authorizing acceptance of donated property within the Bull Street Development known as the Freed Deck Parcel, which property is a portion of Richland County TMS R09113-16-01 and the Sabal Deck Parcel, which property is a portion of Richland County TMS R09113-16-04 from Bull Street Development, LLC, for parking and authorizing the City Manager to execute all documents necessary to effectuate this transfer

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

BACKGROUND:

Resolution No.: 2022-022 is submitted for approval for the acceptance of the property for the Freed Parking Deck and the Sabal Parking Decks. In 2013, with the approval of the Bull Street Development Agreement Bull Street Development Agreement (*see link in attachments*), the City and Hughes Development began working together to plan for the parking decks as part of the overall development, recognizing the importance of proper placement to ensure the decks can be utilized to support a wide array of developments and activities on the site.

In 2020, the City and Hughes Development entered into the Parking Facility Agreement Parking Facility Development Agreement (*see link in attachments*), allowing for the design and construction of the first two parking decks consisting of 864 spaces. City staff has been involved with the design, construction and oversight of the parking decks from their inception and is prepared to begin operating the decks upon their opening. The transfer of the parcels is a requirement of the Bull Street Development Agreement, as the decks will be owned and operated by the City. The City is prepared to support operations of both facilities upon their upcoming opening. Doing so will involve managing monthly parking, event parking and visitor parking throughout both facilities.

In the coming month, recommendations will be made to modify City Code Chapter 12 Article IV: Parking Garages and City Owned Parking Facilities to add these parking decks to the code. (*see link in attachments*) The monthly parking rate for these decks will be established at \$65/month for unassigned parking and \$80/ month for assigned parking, although there will be a limited number of assigned spaces available. These rates are reflective of rates in parking

facilities similar in nature to include Park Street (1007 Park Street), Lincoln Street (820 Washington St) and PJ Canon Parking Deck (1227 Taylor St). The City does have a parking rate study underway that could result in recommendations to modify rates throughout the City's facilities as well as on-street parking spaces. The study is scheduled to be complete by the end of the fiscal year, after which time the results will be presented to Council along with recommendations regarding changes to the rate structure, if supported by the report.

In addition to the Freed and Sabal Parking Decks, there are two additional public parking decks planned for the site, as well as numerous private parking facilities that will support private developments on the site.

Missy Gentry, PE, Assistant City Manager

ATTACHMENTS:

- **#a:** R-2022-020 Accepting Land - Freed and Sabal Parking Decks (PDF)
- **#b:** 2021-10-13 Sabal Deck Subdivision Plat Updated (PDF)
- **#c:** EXECUTED Sabal Deck Parcel DRB CRC Application (PDF)
- **#d:** 2021-10-13 Freed Deck Subdivision Plat (PDF)
- **#e:** EXECUTED Freed Deck Parcel DRB CRC Application (PDF)
- **#f:** Parking Facility Development Agreement
- **#g:** City Code Chapter 12 Article IV: Parking Garages

RESOLUTION NO.: R-2022-020

Authorizing acceptance of donated property within the Bull Street Development known as the Freed Deck Parcel, which property is a portion of Richland County TMS R09113-16-01 and the Sabal Deck Parcel, which property is a portion of Richland County TMS R09113-16-04 from Bull Street Development, LLC, for parking and authorizing the City Manager to execute all documents necessary to effectuate this transfer

WHEREAS, Bull Street Development, LLC is the owner of certain real property located in the Bull Street Neighborhood, formerly known as the South Carolina Department of Mental Health Bull Street Campus in the City of Columbia; and,

WHEREAS Bull Street Development, LLC wishes to donate a 0.99-acre portion of that real property, designated in the attached property description as the Freed Deck Parcel and more clearly described in the legal description and shown on the proposed plat attached hereto and made a part hereof as Exhibit "A" and a 0.64-acre portion of that real property, designated in the attached property description as the Sabal Deck Parcel and more clearly described in the legal description and shown on the proposed plat attached hereto and made a part hereof as Exhibit "B", to the City of Columbia ; and,

WHEREAS, this conveyance is subject to certain Permitted Exceptions, including (without limitation) conditions, covenants, easements, restrictions, and rights of way indicated by instruments, including plats, of record; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2022, that the City of Columbia hereby accepts the donation of the real property within the Bull Street Development known as the Freed Deck Parcel, which is a portion of Richland County TMS # R09113-16-01 and the Sabal Deck Parcel, which is a portion of Richland county TMS # R09113-16-04 for parking and authorizes the City Manager to execute any and all documents, including any documents regarding the Permitted Exceptions, as approved by the City Attorney, necessary to consummate the donation and title the real property in the name of the City of Columbia.

Requested by:

Assistant City Manager Gentry _____

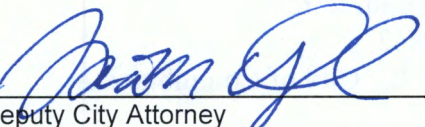
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:

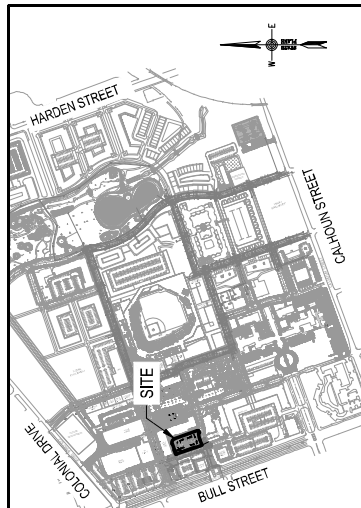

Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



LOCATION MAP
1" = 100'

PARCEL SUMMARY:

SABAL DECK PARCEL FORMERLY PARCEL A-6 (R09113-16-02) AND PARCEL A-7 (R09113-16-04). NEW 0.64 ACRES WHICH CONSISTS OF 0.05 ACRES FROM PARCEL A-6 AND 0.59 ACRES FROM PARCEL A-7.

NOTES:

1. ACCORDING TO FEMA FIRM MAP PANEL NUMBER 45079C0082 H LAST REVISED FEBRUARY 20, 2002 AND REVISED BY LETTER OF MAP REVISION CASE NUMBER 11-04-0283P WITH EFFECTIVE DATE OCTOBER 1, 2012, THIS PROPERTY LIES TOTALLY OUTSIDE THE 100-YEAR FLOOD ZONE IN ZONE X.
2. THIS PLAT WAS PREPARED USING CURRENT DEEDS AND PLATS OF RECORD. A TITLE SEARCH WAS NOT PERFORMED OR PROVIDED AS PART OF THIS SURVEY. THIS PROPERTY LIES TOTALLY WITHIN THE CITY LIMITS OF COLUMBIA.
3. DISTANCES SHOWN ARE BASED ON GROUND DISTANCES AND BEARINGS AS SHOWN ARE REFERENCED TO SC GRID NORTH (8320111).

REFERENCE:

1. UNRECORDED PLAT PREPARED FOR SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH BY COX AND DINKINS, INC. DATE DECEMBER 2, 2008 AND LAST REVISED JULY 15, 2010.
2. PLAT OF PARCEL A-7 PREPARED FOR BULL STREET DEVELOPMENT, LLC BY DAVIS & FLOYD DATED 11/16/2018 AND RECORDED IN RB 2357-1460.
3. PLAT OF PARCEL A-6 PREPARED FOR BULL STREET DEVELOPMENT, LLC BY DAVIS & FLOYD, INC. DATED 11/15/2017 AND RECORDED IN RB 2268-2777.

SABAL DECK PARCEL
SUBDIVISION PLAT

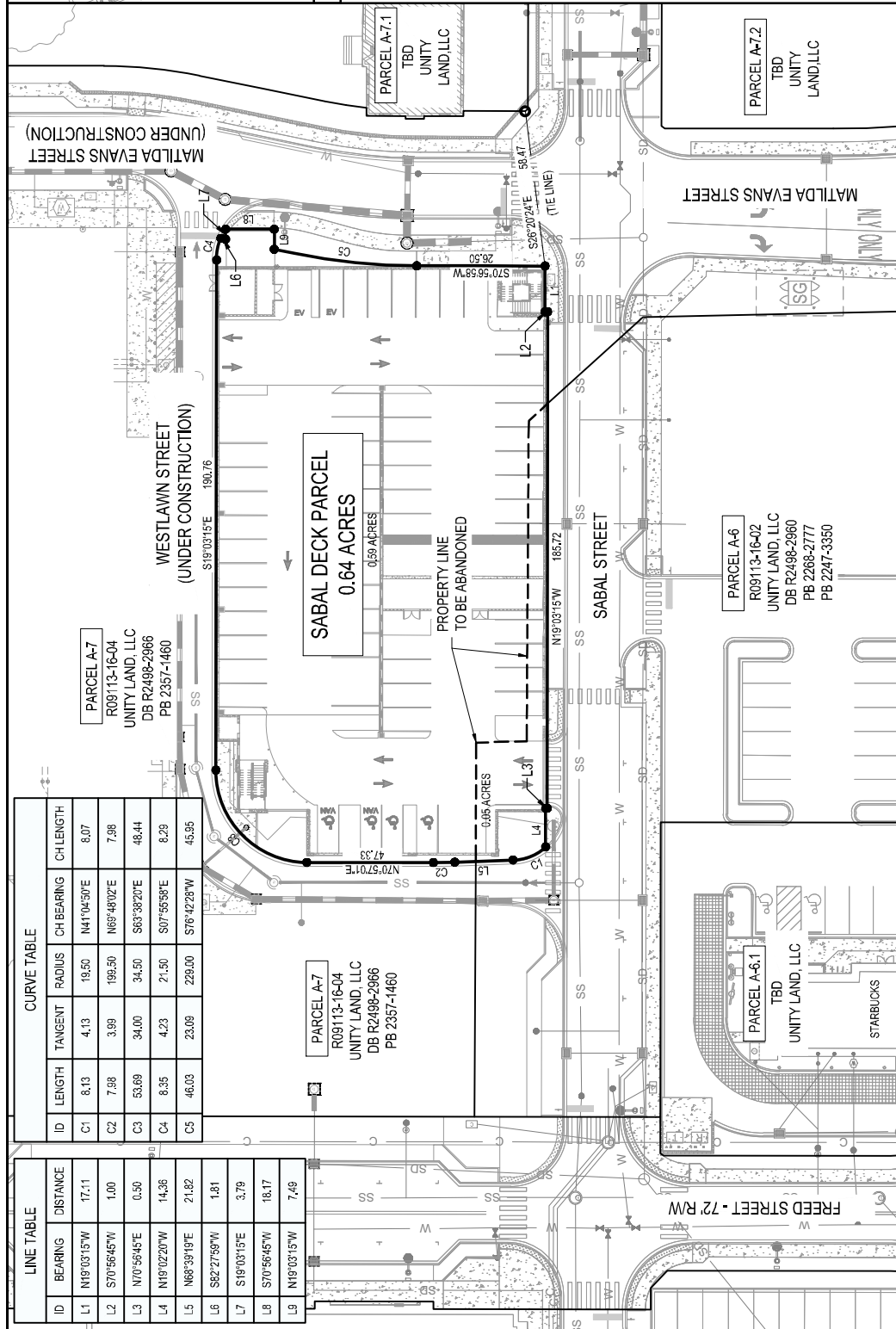
FOR A PORTION OF TAX MAP NUMBERS
R09113-16-04 & R09113-16-02
LOCATED IN

CITY OF COLUMBIA
BY

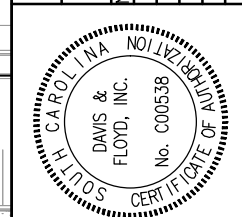
RICHLAND COUNTY, SOUTH CAROLINA

DAVIS & FLOYD

SINCE 1954



SURVEYOR	CHECKED	JOB NO.
A. ANDERSON	J. POOLE	012901.00 PH.0022
DRAWN	APPROVED	DATE
L. BUCHANAN	J. POOLE	10/13/2021
NO.	REVISED	CHK



I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

W. POOLE PLS NO. 18267 864-223-3211

6 - H:\JOBS\000\12901-00\PLATS\WORKING\2021-03-18 SABAL DECK SUBDIVISION PLAT.DWG, PLOTTED BY: WILL BALENTINE, PE, PLOTTED: 13 OCTOBER 2021 - 17:43:18
SCALE: 1" = 40'

BullStreet Development, LLC

January 31, 2022

Johnathan E. Chambers
Consolidated Review Committee
City of Columbia
1136 Washington Street
Columbia, SC 29201

Re: Certification of Subdivision and Final Plat Approval – Sabal Deck Parcel Subdivision Plat

Dear Mr. Chambers:

Please find enclosed a Bull Street Development Plat for the subdivision of the Sabal Deck Parcel, which is a portion of Parcel A-7 bearing Richland County Tax Map Number R09113-16-04, which is being submitted to the Consolidated Review Committee (“CRC”) for final plat approval.

Pursuant to Section 1.4 of the Bull Street Form-Based Code, the Development Review Board (“DRB”) for the Bull Street Neighborhood hereby certifies that it has approved the subdivision authorized by the plat. This letter shall serve as DRB’s official certification that it has reviewed and approved this final subdivision plat and such review and approval was accomplished in accordance with the terms of the Bull Street Form-Based Code. The DRB hereby certifies that it has also reviewed and approved the enclosed CRC Application, which is being submitted in conjunction with the plat.

This subdivision plat is a necessary step in the development of these parcels and surrounding parcels as contemplated by that certain Bull Street Neighborhood Agreement dated July 31, 2013, by and between Hughes Development Corporation and the City of Columbia, South Carolina.

If CRC needs further information in order to approve the subdivision plat and application, please contact us immediately. We are hoping to have each of our original plats stamped by the Columbia planning office so that BullStreet Development, LLC can have such plats promptly recorded with the Richland County Register of Deeds office. We appreciate your timely assistance in this matter.

Yours very truly,

Development Review Board



Robert E. Hughes III



CONSOLIDATED REVIEW COMMITTEE (CRC) APPLICATION

I. PROJECT TYPE	
☐ Sketch Plan ☐ Preliminary Plat/Plan ☒ Final Plat/Plan ☐ Warrant	☐ Minor Amendment ☐ Residential, Commercial, or Industrial Development Exceeding 100,000 Sq. Ft.
II. PROPERTY INFORMATION	
Project Address: The BullStreet District, Columbia, SC	
Project TMS#: Portion of TMS R09113-16-04	
Current Use: Mixed Use	Transect: Described in the Bull Street Neighborhood Form-Based Code
Total Acreage: 6.22 acres	Number of Existing Lots: 1
Property Owner: Unity Land Trust, LLC	
III. APPLICANT (Primary Contract Person)	
Name: Robert E. Hughes, III	Company: BullStreet Development, LLC
Mailing Address: POB 2567	City, State, Zip: Greenville, SC 29602
Daytime Telephone: (864) 233-2580 x 23	Email: rhughes@hughesdevelopment.com
Mobile Telephone: (864) 233-2580 x 23	
<i>If you are not the property owner, you must provide a completed Letter of Agency.</i>	
IV. PROJECT INFORMATION	
Project Name: BullStreet Development	
Proposed Use: Mixed Use Development	Project Area: 0.64 acres ☒ acres ☐ sq. ft.
Number of Buildings: 0	Number of Dwelling Units: N/A
Sq. Ft. of Buildings: N/A	Proposed Number of Lots: 1 new lot
V. DETAILED PROJECT DESCRIPTION:	
This plat will subdivide a portion of TMS R09113-16-04 for future development and/or mixed use purposes.	
Also, any such other uses and purposes that may be permitted under the Bull Street Code, applicable declarations, and/or determined or permitted by the Master Developer.	
VI. PLAN SUBMITTAL	
Please refer to the Consolidated Review Committee Checklist for the materials required for each project type.	
VII. SIGNATURE	
Applicant Signature: 	
Print Name: ROBERT E. Hughes III, president	Date: 1/31/22



City of Columbia

APPLICATION for PLAT APPROVAL

Date Received (OFFICE USE ONLY) _____

By (OFFICE USE ONLY) _____

Total Fee: (OFFICE USE ONLY) _____

Applicant (PLEASE PRINT): BullStreet Development, LLC

Address: PO BOX 2567

City, State, ZIP: Greenville, SC 29602

Contact Telephone Number: 864-233-2580 ext. 23

Fax Number: _____

Tax Map Reference #: R09113-16-04 (portion of)

Zoning: _____

Existing Number of Parcels: 1

Proposed Number of Parcels: 2

For **each** parcel after subdivision list parcel square footage, building gross square footage (if applicable) and number of dwelling units (if applicable):

New Sabal Deck Parcel = 0.64 acres

Remaining Parcel A-7 = 5.58 acres

By signing below, I understand that, while this application will be carefully reviewed and considered, I am required to comply with all provisions of the Subdivision Ordinance. I further understand that I am required to provide water and/or sewer service to any new lots created as a result of this subdivision.

Signature [Signature] Date 1/31/22

NOT TO BE FILLED OUT BY APPLICANT

Application Date: _____

Application Number: _____

Date of Zoning Review: _____

Staff: _____

Approved: ☐ Yes ☐ No

If no – reason: _____

Date Sent to Engineering: _____

EngineeringWater Available ☐ Yes ☐ No Initials: _____

Notes: _____

Sewer Available ☐ Yes ☐ No Initials: _____

Notes: _____

Flood Plain ☐ Yes ☐ No Initials: _____

Notes: _____

Address Assigned: ☐ Yes ☐ No Initials: _____

Date Returned to Zoning: _____



LETTER OF AGENCY

DATE: January 31, 2022
 TO: ZONING ADMINISTRATOR, CITY OF COLUMBIA

I, the undersigned PROPERTY OWNER below, do hereby attest that I am the person that holds, or I am authorized to act on behalf of the party that holds, fee simple interest in the following property:

COMMON STREET ADDRESS(ES): The BullStreet District, Columbia, SC

also known by TAX MAP NUMBER(S): R09113-16-04

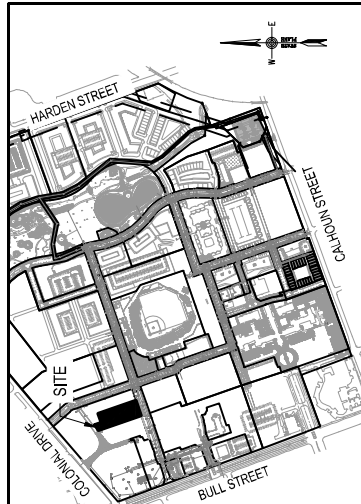
Further, I hereby authorize the person listed as AUTHORIZED AGENT below to act on my behalf for the purpose of submitting documents, amending documents, meeting with staff, attending public meetings and hearings, and as otherwise may be necessary and proper to fulfill the required steps to request (CHECK ALL THAT APPLY):

- ☐ a **variance** from the Board of Zoning Appeals;
- ☐ a **special exception** from the Board of Zoning Appeals;
- ☐ an **appeal of the decision of the Zoning Administrator** from the Board of Zoning Appeals;
- ☐ a change to the Zoning Maps of the City of Columbia from City Council, **rezoning** the property listed above from _____ to _____;
- ☐ **site plan review** by the Planning Commission;
- ☒ a **minor subdivision**; and/or
- ☒ **other** (describe) Approval of the Subdivision Plat for Tax Map Number R09113-16-04.

SIGNATURE OF PROPERTY OWNER: [Signature] DATE: 1/31/22
 PRINT Name of Property Owner: Unity Land Trust, LLC
 Street Address of Property Owner: PO Box 2567
 City, State, ZIP of Property Owner: Greenville, SC 29602
 Telephone Number of Property Owner: 864-233-2580

SIGNATURE OF WITNESS: [Signature] DATE: 1/31/22
 PRINT Name of Witness to Signature of Property Owner: Chanaker Cox

SIGNATURE OF AUTHORIZED AGENT: [Signature], Pres. DATE: 1/31/22
 Name of Authorized Agent: Robert E. Hughes III, President
 Company/Firm of Authorized Agent: BullStreet Development, LLC
 Street Address of Authorized Agent: PO Box 2567
 City, State, ZIP of Authorized Agent: Greenville, SC 29602
 Telephone Number of Authorized Agent: 864-233-2580



1" = 1000'

PARCEL SUMMARY:

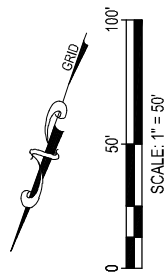
FREED DECK PARCEL FORMERLY PARCEL A-4 (R09113-16-01); NEW 0.99 ACRES WHICH CONSIST OF 0.99 ACRES FROM PARCEL A-4.

NOTES:

1. ACCORDING TO FEMA FIRM MAP PANEL NUMBER 45079C0245 L LAST REVISED DECEMBER 21, 2017, THIS PROPERTY LIES TOTALLY OUTSIDE THE 100-YEAR FLOOD ZONE IN ZONE X.
2. THIS PROPERTY LIES TOTALLY WITHIN THE CITY LIMITS OF COLUMBIA.
3. ALL PROPERTY CORNERS ARE #5 REBAR SET UNLESS OTHERWISE NOTED. DISTANCES SHOWN ARE BASED ON GROUND DISTANCES AND BEARINGS AS SHOWN ARE REFERENCED TO SC GRID NORTH (NAD 83/2011).

REFERENCE:

1. UNRECORDED PLAT PREPARED FOR SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH BY COX AND DINKINS, INC. DATE DECEMBER 2, 2008 AND LAST REVISED JULY 15, 2010.
2. PLAT OF PARCEL A-4 PREPARED FOR BULL STREET DEVELOPMENT, LLC BY DAVIS & FLOYD DATED 08/14/2017 AND RECORDED IN RB 2247-3350.
3. PORTION OF FREED STREET AND PORTION OF BOYCE STREET FINAL PLAT FOR CONVEYANCE OF PUBLIC STREETS TO THE CITY OF COLUMBIA PREPARED FOR BULL STREET RETAIL, LLC BY DAVIS & FLOYD DATED 08/24/2020.



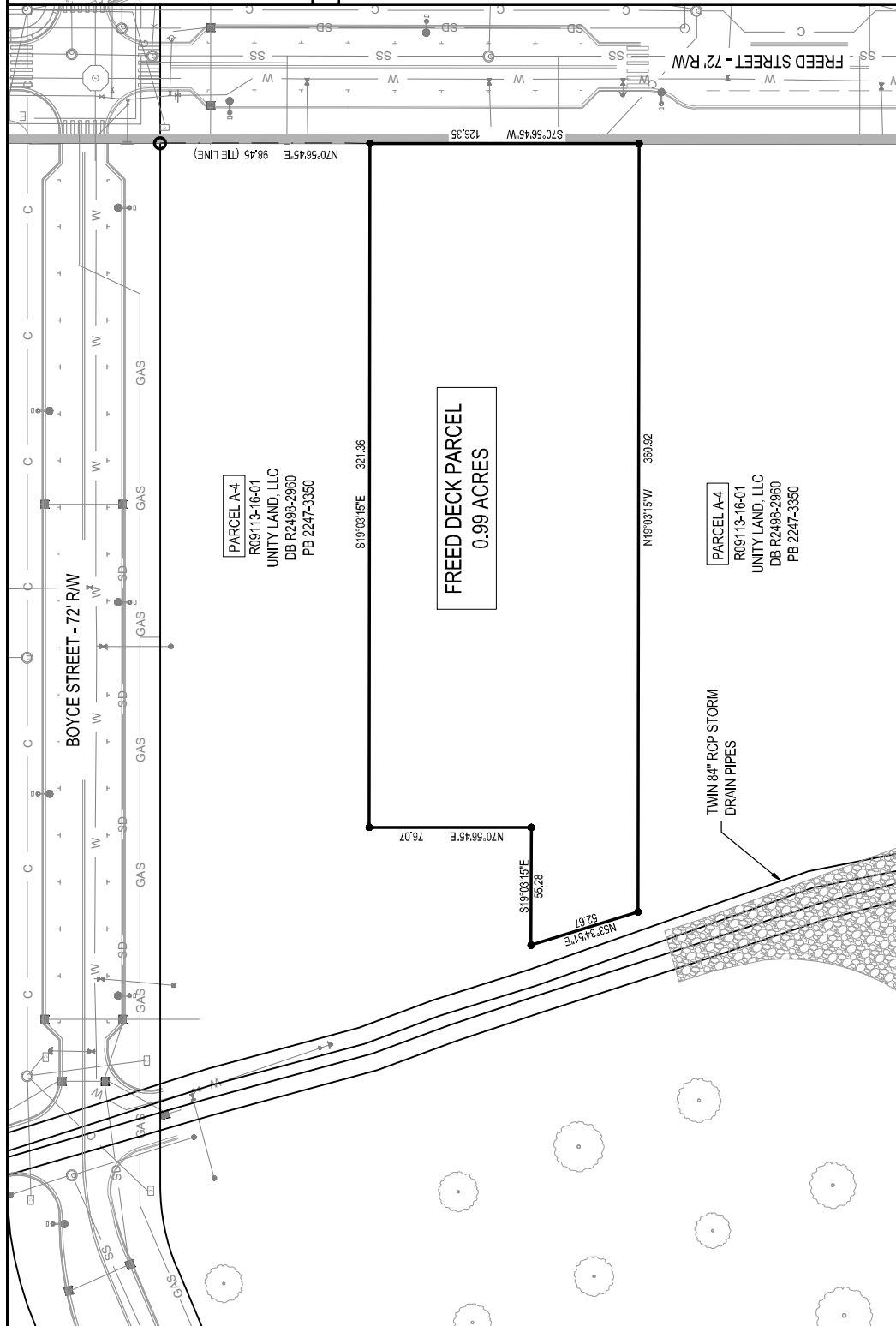
FREED DECK PARCEL SUBDIVISION PLAT

FOR A PORTION OF TAX MAP NUMBER
R09113-16-01

LOCATED IN
CITY OF COLUMBIA
RICHLAND COUNTY, SOUTH CAROLINA

BY
DAVIS & FLOYD

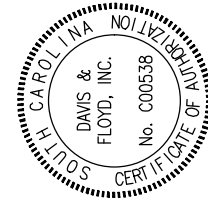
SINCE 1954



LEGEND

- #5 REBAR FOUND
- #5 REBAR SET
- EXISTING TREE

SURVEYOR	CHECKED	JOB NO.
A. ANDERSON	J. POOLE	012901.00 PH.0022
DRAWN	APPROVED	DATE
L. BUCHANAN	J. POOLE	10/13/2021
NO.	REVISED	CHK



I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

W. POOLE PLS NO. 18287 864-223-5211

G - H:\JOBS\000\12901-00\PLATS\WORKING\2021-03-03 FREED DECK SUBDIVISION PLAT.DWG, PLOTTED BY: WILL VALENTINE, PE, PLOTTED: 13 OCTOBER 2021 - 17:07:13

BullStreet Development, LLC

January 31, 2022

Johnathan E. Chambers
Consolidated Review Committee
City of Columbia
1136 Washington Street
Columbia, SC 29201

Re: Certification of Subdivision and Final Plat Approval – Freed Deck Parcel Subdivision Plat

Dear Mr. Chambers:

Please find enclosed a Bull Street Development Plat for the subdivision of the Freed Deck Parcel, which is a portion of Parcel A-4 bearing Richland County Tax Map Number R09113-16-01, which is being submitted to the Consolidated Review Committee (“CRC”) for final plat approval.

Pursuant to Section 1.4 of the Bull Street Form-Based Code, the Development Review Board (“DRB”) for the Bull Street Neighborhood hereby certifies that it has approved the subdivision authorized by the plat. This letter shall serve as DRB’s official certification that it has reviewed and approved this final subdivision plat and such review and approval was accomplished in accordance with the terms of the Bull Street Form-Based Code. The DRB hereby certifies that it has also reviewed and approved the enclosed CRC Application, which is being submitted in conjunction with the plat.

This subdivision plat is a necessary step in the development of these parcels and surrounding parcels as contemplated by that certain Bull Street Neighborhood Agreement dated July 31, 2013, by and between Hughes Development Corporation and the City of Columbia, South Carolina.

If CRC needs further information in order to approve the subdivision plat and application, please contact us immediately. We are hoping to have each of our original plats stamped by the Columbia planning office so that BullStreet Development, LLC can have such plats promptly recorded with the Richland County Register of Deeds office. We appreciate your timely assistance in this matter.

Yours very truly,

Development Review Board



Robert E. Hughes III



CONSOLIDATED REVIEW COMMITTEE (CRC) APPLICATION

I. PROJECT TYPE	
☐ Sketch Plan ☐ Preliminary Plat/Plan ☒ Final Plat/Plan ☐ Warrant	☐ Minor Amendment ☐ Residential, Commercial, or Industrial Development Exceeding 100,000 Sq. Ft.
II. PROPERTY INFORMATION	
Project Address: The BullStreet District, Columbia, SC	
Project TMS#: Portion of TMS R09113-16-04	
Current Use: Mixed Use	Transect: Described in the Bull Street Neighborhood Form-Based Code
Total Acreage: 10.65 acres	Number of Existing Lots: 1
Property Owner: Unity Land Trust, LLC	
III. APPLICANT (Primary Contract Person)	
Name: Robert E. Hughes, III	Company: BullStreet Development, LLC
Mailing Address: POB 2567	City, State, Zip: Greenville, SC 29602
Daytime Telephone: (864) 233-2580 x 23	Email: rhughes@hughesdevelopment.com
Mobile Telephone: (864) 233-2580 x 23	
<i>If you are not the property owner, you must provide a completed Letter of Agency.</i>	
IV. PROJECT INFORMATION	
Project Name: BullStreet Development	
Proposed Use: Mixed Use Development	Project Area: 0.99 ☒ acres ☐ sq. ft.
Number of Buildings: 0	Number of Dwelling Units: N/A
Sq. Ft. of Buildings: N/A	Proposed Number of Lots: 1 new lot
V. DETAILED PROJECT DESCRIPTION:	
This plat will subdivide a portion of TMS R09113-16-01 for future development and/or mixed use purposes.	
Also, any such other uses and purposes that may be permitted under the Bull Street Code, applicable declarations, and/or determined or permitted by the Master Developer.	
VI. PLAN SUBMITTAL	
Please refer to the Consolidated Review Committee Checklist for the materials required for each project type.	
VII. SIGNATURE	
Applicant Signature: 	
Print Name: Robert E. Hughes III, President	Date: 1/31/22



City of Columbia

APPLICATION for

PLAT APPROVAL

Date Received (OFFICE USE ONLY) _____

By (OFFICE USE ONLY) _____

Total Fee: (OFFICE USE ONLY) _____

Applicant (PLEASE PRINT): BullStreet Development, LLC

Address: PO BOX 2567

City, State, ZIP: Greenville, SC 29602

Contact Telephone Number: 864-233-2580 ext. 23

Fax Number: _____

Tax Map Reference #: R09113-16-01 (portion of)

Zoning: _____

Existing Number of Parcels: 1

Proposed Number of Parcels: 2

For **each** parcel after subdivision list parcel square footage, building gross square footage (if applicable) and number of dwelling units (if applicable):

New Freed Deck Parcel = 0.99 acres

Remaining Parcel A-4 = 9.66 acres

By signing below, I understand that, while this application will be carefully reviewed and considered, I am required to comply with all provisions of the Subdivision Ordinance. I further understand that I am required to provide water and/or sewer service to any new lots created as a result of this subdivision.

Signature  Date 1/31/22

NOT TO BE FILLED OUT BY APPLICANT

Application Date: _____

Application Number: _____

Date of Zoning Review: _____

Staff: _____

Approved: ☐ Yes ☐ No

If no – reason: _____

Date Sent to Engineering: _____

EngineeringWater Available ☐ Yes ☐ No Initials: _____

Notes: _____

Sewer Available ☐ Yes ☐ No Initials: _____

Notes: _____

Flood Plain ☐ Yes ☐ No Initials: _____

Notes: _____

Address Assigned: ☐ Yes ☐ No Initials: _____

Date Returned to Zoning: _____



LETTER OF AGENCY

DATE: January 31, 2022
 TO: ZONING ADMINISTRATOR, CITY OF COLUMBIA

I, the undersigned PROPERTY OWNER below, do hereby attest that I am the person that holds, or I am authorized to act on behalf of the party that holds, fee simple interest in the following property:

COMMON STREET ADDRESS(ES): The BullStreet District, Columbia, SC,

also known by TAX MAP NUMBER(S): R09113-16-01.

Further, I hereby authorize the person listed as AUTHORIZED AGENT below to act on my behalf for the purpose of submitting documents, amending documents, meeting with staff, attending public meetings and hearings, and as otherwise may be necessary and proper to fulfill the required steps to request (CHECK ALL THAT APPLY):

- ☐ a **variance** from the Board of Zoning Appeals;
- ☐ a **special exception** from the Board of Zoning Appeals;
- ☐ an **appeal of the decision of the Zoning Administrator** from the Board of Zoning Appeals;
- ☐ a change to the Zoning Maps of the City of Columbia from City Council, **rezoning** the property listed above from _____ to _____;
- ☐ **site plan review** by the Planning Commission;
- ☒ a **minor subdivision**; and/or
- ☒ **other** (describe) Approval of the Subdivision Plat for Tax Map Number R09113-16-04.

SIGNATURE OF PROPERTY OWNER: [Signature] DATE: 1/31/22
 PRINT Name of Property Owner: Unity Land Trust, LLC
 Street Address of Property Owner: PO Box 2567
 City, State, ZIP of Property Owner: Greenville, SC 29602
 Telephone Number of Property Owner: 864-233-2580

SIGNATURE OF WITNESS: [Signature] DATE: 1/31/22
 PRINT Name of Witness to Signature of Property Owner: Chandler Cox

SIGNATURE OF AUTHORIZED AGENT: [Signature] DATE: 1/31/22
 Name of Authorized Agent: Robert E. Hughes III, President
 Company/Firm of Authorized Agent: BullStreet Development, LLC
 Street Address of Authorized Agent: PO Box 2567
 City, State, ZIP of Authorized Agent: Greenville, SC 29602
 Telephone Number of Authorized Agent: 864-233-2580



We Are Columbia

MEETING DATE: March 1, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-013 - Authorizing consumption of beer and wine only at the Final Table Expo at the Columbia Museum of Art, Hampton Street between Assembly Street and Main Street on Saturday, April 30, 2022

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-013 The Final Table Expo (Apr 30) (PDF)
- **#b:** Request Documents (PDF)

RESOLUTION NO.: R-2022-013

Authorizing consumption of beer and wine only at the Final Table Expo at the Columbia Museum of Art, Hampton Street between Assembly Street and Main Street on Saturday, April 30, 2022

WHEREAS, Capital City/Lake Murray Country ("Sponsor") is sponsoring the Final Table Expo on Saturday, April 30, 2022 at the Columbia Museum of Art in the block of Hampton Street between Assembly Street and Main Street; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of Hampton Street between Assembly Street and Main Street from 9:00 a.m. until 5:00 p.m. for set up, clean up, and staging of the event to be held on Saturday, April 30, 2022 from 10:00 a.m. until 3:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 10:00 a.m. until 2:30 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the block of Hampton Street between Assembly Street and Main Street regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Saturday, April 30, 2022, from 10:00 a.m. until 3:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at Hampton Street between Assembly Street and Main Street, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face masks, social distancing, and frequent washing of hands.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

LEGAL DEPARTMENT DRAFT

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 9:00 a.m. until 2:30 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2022, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 10:00 a.m. and 2:30 p.m. on Saturday, April 30, 2022; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Guild shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of Hampton Street between Assembly Street and Main Street, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages only. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST

11/20/2022

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Miriam Attria / Vickie Davis
miriam@lakemurraycountry.com
803-781-5940

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

The Final Table Expo

DATE(S) OF EVENTS: (multiple day can be on one request)

April 30, 2022

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

NA

LOCATION OF EVENT

(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)

Columbia Museum of Art
Hampton St. between Assembly & Main St.

STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)

Hampton St. between Assembly & Main St.

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

9am - 5pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

10am - 3pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event
(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

10am - 3pm

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). **Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours.** The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov

Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation

Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations

Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police

Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing



CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500



SPECIAL DUTY REQUEST FORM

I, Capital City/Lake Murray County, request the services of the City of Columbia Police
(Individual/Business)

Department to perform law enforcement duties at Hampton St
(Location for Assignment)*

for the time period of 9am-5pm on April 30, 2022
(Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer. There is a three (3) hour minimum on working special duty and no cash payments are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

SIGNATURE OF REQUESTOR

DATE

CONTACT NUMBER OF REQUESTOR

SOCIAL SECURITY NO. OF REQUESTOR

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)



We Are Columbia

MEETING DATE: March 1, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-017 - Authorizing consumption of beer and wine only at the Wedding of Tassie Collins at Columbia Riverfront Park and Canal on Saturday, April 2, 2022

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-017 - Wedding of Tassie Collins at Columbia Riverfront Park and Canal on Saturday, April 2, 2022 (PDF)

RESOLUTION NO.: R-2022-017

Authorizing consumption of beer and wine only at the Wedding of Tassie Collins at Columbia Riverfront Park and Canal on Saturday, April 2, 2022

WHEREAS, Tassie Collins ("Sponsor") has organized a wedding ceremony and reception to be held at Columbia Riverfront Park and Canal on Saturday, April 2, from 5:00 p.m. until 9:30 p.m.; and,

WHEREAS, the sponsor has requested permission for the use of Columbia Riverfront Park and Canal from 5:00 p.m. until 9:30 p.m. on Saturday, April 2, 2022 for attendants to consume beer and wine only at the event during the hours of 6:00 p.m. and 9:00 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited at Columbia Riverfront Park and Canal of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Saturday, April 2, 2022, from 5:00 p.m. until 9:30 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).

2. Organizer shall establish a boundary line around the event space at Columbia Riverfront Park and Canal, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.

3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.

4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.

5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.

6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.

7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face masks, social distancing, and frequent washing of hands.

8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case

basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 6:00 p.m. until 9:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2022, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 6:00 p.m. and 9:00 p.m. on Saturday, April 2, 2022; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Guild shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion Columbia Riverfront Park and Canal with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages only. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

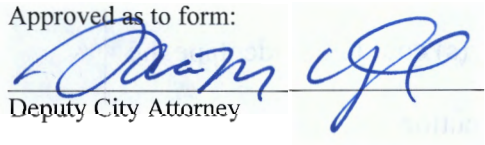
Assistant City Manager Simons

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: March 1, 2022

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2022-018 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, April 22, 2022

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2022-018 - Arts and Draughts (Apr 22) (PDF)
- **#b:** Resolution Request Forms (PDF)

RESOLUTION NO.: R-2022-018

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, April 22, 2022

WHEREAS, the Columbia Museum of Art ("CMA") is hosting Arts and Draughts on Friday, April 22, 2022 from 7:00 p.m. until 11:00 p.m.; and,

WHEREAS, the CMA has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum for Arts and Draughts from 6:00 p.m. until 11:00 p.m. for preparation and staging of the area for an outdoor event to be held between 7:00 p.m. until 11:00 p.m., and for patrons to consume beer and wine beverages only on Friday, April 22, 2022 from 7:00 p.m. until 10:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the Museum for Arts and Draughts, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Friday, April 22, 2022, 7:00 p.m. until 11:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the courtyard/plaza area adjacent to the Museum and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require its agents, employees, vendors, contractors, and event attendees to adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face coverings, social distancing, and frequent washing of hands.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

LEGAL DEPARTMENT DRAFT

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours 7:00 p.m. until 11:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2022, that the sale of beer and wine beverages only in plastic containers or cans only is authorized on Friday, April 22, 2022, from 7:00 p.m. until 10:30 p.m.

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages, other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer and/or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the event area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by Organizer and the City's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris to the collection point designated by the City in a timely manner. If the Organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash and debris within the event area, which the Organizer has failed to clean up, shall be billed to and paid by the Organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of courtyard/plaza area adjacent to the Museum for Arts and Draughts that serves as the designated event area, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of courtyard/plaza area adjacent to the Museum for Arts and Draughts, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the Organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning, at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event Organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in the immediate cancellation of the event and/or a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the Organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

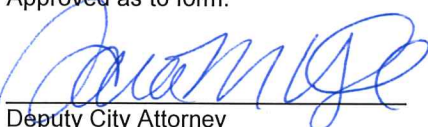
Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	01/26/2022	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Wilson Bame Columbia Museum of Art wbame@columbiamuseum.org 803-343-2181
ESTIMATED NUMBER OF ATTENDEES ANTICIPATED:	1000		
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)		Arts & Draughts	
DATE(S) OF EVENTS: (multiple day can be on one request)		April 22, 2022	
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)			None
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Columbia Museum of Art 1515 Main St. Columbia, SC 29201		
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	Boyd Plaza		
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP	6:00pm - 11:00pm		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	7:00pm - 11:00pm		
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event (i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	7:00pm - 10:30pm		

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov
Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation
Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police safety protocol
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 5/5/2021



**CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM**



I, Columbia Museum of Art, request the services of the City of Columbia Police
(Individual/Business)

Department to perform law enforcement duties at Columbia Museum of Art, 1515 Main St. Columbia, SC
(Location for Assignment)

for the time period of April 22, 2022 // 7pm-11pm
(Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. **Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer.** There is a three (3) hour minimum on working special duty and **no cash payments** are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

SIGNATURE OF REQUESTOR

02/10/2022

DATE

843-617-9329 (cell)

CONTACT NUMBER OF REQUESTOR

SOCIAL SECURITY NO. OF REQUESTOR

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)



We Are Columbia

MEETING DATE: March 1, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to authorize the City Manager to fully fund and enhance the Columbia Police Department's Pathways Unit, which provides an alternative approach to addressing individuals who are experiencing mental health crises and related issues.

FUNDING SOURCE & ORIGINAL BUDGET:



We Are Columbia

MEETING DATE: March 1, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Technology Committee Report - The Honorable Tina N. Herbert

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** TC_02_22_2022_Meeting_Summary(PDF)



COLUMBIA TECHNOLOGY COMMITTEE MEETING MINUTES TUESDAY, FEBRUARY 22, 2022

CALL TO ORDER

The City Council Technology Committee met on Tuesday, February 22, 2022 at City Hall, 1737 Main Street, Columbia, SC 29201. Councilwoman Tina Herbert called the meeting to order at 2:01 p.m.

Attendee Name	Title	Status	Arrived
Tina N. Herbert	Chair	Present	
Howard E. Duvall	Member	Present	
Will Brennan	Member	Present	

COMMITTEE DISCUSSION

1. City of Columbia Technology and Software Overview - Ms. Sylvia White, Chief Information Officer / Information Technology Department **Received as information. No action was taken.**

Ms. Sylvia White, Chief Information Officer for the Information Technology Department provided an overview of the City's IT application portfolio. She described the features of several business applications and any known future enhancements.

The committee members inquired about gained efficiencies in the permitting process through the use of Energov, responding to applicants through Cornerstone, identifying billing discrepancies through Banner, and closing work orders through CityWorks. Staff was asked about overlapping software applications and the annual cost associated with each application. It was suggested that staff move IFAS, Banner, and Energov to the cloud. Staff was asked to provide a list of applications used by the Columbia Police Department and for an overview of the City's cashing system.

2. Kronos Update - Ms. Sylvia White, Chief Information Officer, Information Technology Department **Received as information. No action was taken.**

Ms. Sylvia White, Chief Information Officer for the Information Technology Department explained that Kronos went offline on December 11, 2021 due to a ransomware incident. This impacted time keeping and scheduling for the City and all Kronos customers. We regained access to Kronos in mid-January and we worked across departments to go live on February 19, 2022.



**COLUMBIA TECHNOLOGY COMMITTEE MEETING MINUTES
TUESDAY, FEBRUARY 22, 2022**

There was a consensus of the committee to schedule informal tours of the Wastewater Administration Building for an overview of CityWorks and the Emergency Operations Center. The committee will reconvene in 60-days to review results and recommendations from the Department Application Survey that is underway.

ADJOURNMENT

The meeting was adjourned at 3:03 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

MEETING DATE: March 1, 2022

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

AgFirst