



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, APRIL 17, 2018**

The City Council will conduct a Work Session at 2:00 p.m. & Meeting at 6:00 p.m. on Tuesday, April 17, 2018 at City Hall, 1737 Main Street, Columbia, SC 29201.

The Honorable Mayor Stephen K. Benjamin
The Honorable Sam Davis, District I ▪ The Honorable Tameika Isaac Devine, At-Large
The Honorable Howard E. Duvall, Jr., At-Large ▪ The Honorable Edward H. McDowell, Jr., District II
The Honorable Daniel J. Rickenmann, 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.

WORK SESSION - 2:00 P.M.

ROLL CALL

INVOCATION

FINANCIAL REPORT

1. Ms. Jan Alonso, Finance Director will be present to answer questions regarding the February 2018 Financial Report.

CITY COUNCIL DISCUSSION

2. Water and Sewer Rate Study Update - Mr. Robert Chambers, MBA, Principal Consultant at Black and Veatch
3. Fiscal Year 2018/2019 Budget Workshop - Ms. Melisa Caughman, Budget and Program Management Director

PUBLIC HEARING AT 3:30 P.M. IN COUNCIL CHAMBERS

4. Ordinance No.: 2018-001 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-106. Hours of sale restricted for commercial establishments which allow for on-premises consumption of beer, ale, porter and/or wine

EXECUTIVE SESSION



We Are Columbia

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

Amanda Creel Godfrey v. City of Columbia, et al.

Wynter Odom, et al. v. City of Columbia

Frank J. Cumberland, Jr., Individually and as Class Representatives v. City of Columbia

*Cricket Store 17 v. City of Columbia
(Taboo)*

Resolution No.: R-2018-032 Authorizing the City Attorney's Office to institute a civil action against Dominion Carolina Gas Transmission, LLC, with South Carolina Electric and Gas, Santee Cooper Power Cooperative and New Heights Church as interested parties seeking a Declaratory Judgment and Injunctive Relief regarding a prescriptive easement for an Access Road to the Harbison 2 Pump Station located at 5501 Broad River Road, Richland County TMS #06200-01-24

City of Columbia, et al. v. Hotelguides.com, Inc., et al.

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

Reign Living

7. Discussion of negotiations incident to the proposed purchase of property pursuant to S.C. Code §30-4-70(a)(2)

Edisto Court

COUNCIL MEETING - 6:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS



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APPROVAL OF MINUTES

8. Council is asked to approve the March 6, 2018 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 9 THROUGH 30

9. Council is asked to approve the Target Solutions Annual Maintenance and Membership Fees, as requested by the Fire Department. Award to Municipal Emergency Services, in the amount of \$67,311.00. This firm is located in Charlotte, NC.

Funding Source: Fire Suppression- Computer License 1012303-627510.

10. Council is asked to approve a Professional Services Agreement for Armed Security Guard Services, as requested by the Police Department. Award to Security Management of SC, LLC using South Carolina State Contract in an amount not to exceed \$207,817.96. The firm is located in Columbia, SC.

Funding Source: Community Safety Officers - Professional Services;5512703-636600 and Police Administrative Services - Professional Services;1012402-636600.

11. Council is asked to approve the Purchase of two Morris Pumps, as requested by Columbia Water. Award to Heyward, as a Sole Source in the amount of \$51,804.86. This firm is located in Charlotte, NC.

Funding Source:Utilities Metro Wastewater Plt-Machinery and Equipment Capital: 5516208-658300. The original budgeted amount is \$55,000.00.

12. Council is asked to approve the Canal Level Control System Monitoring for Fiscal Year 2017-2018, as requested by Columbia Water. Award to MR Systems in the amount of \$61,560.00. This firm is located in Norcross, GA.

Funding Source: 5516206 - 638300

13. Council is asked to approve the Purchase of one (1) Medium Duty Backhoe for the Lake Murray Water Treatment Plant, as requested by the Fleet Services Division. Award to Blanchard Machinery, using the SC State Contract in the amount of \$78,606.00. This vendor is located in West Columbia, SC.

Funding Source: Utilities Lake Murray Wastewater Plt - Auto, Trucks, Heavy Equipment Capital: 5516207-658500. The original budgeted amount is \$80,000.00.



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14. Council is asked to approve Contract Amendment #3 for Project SS7280; Sewer System Evaluation Study and Sewer Rehabilitation Implementation for Rocky Branch 01, as requested by Columbia Water. Award to Brown and Caldwell, Incorporated, in the amount of \$86,275.00. This firm is headquartered in Walnut Creek, CA and has a local office in Columbia, SC.

Funding Source: 55299999-SS7280-658650. The original budgeted amount is \$86,275.00.

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project.

4D Engineering, (Protégé) a Woman-Owned Business Enterprise located in Lexington, SC, will provide sewer assessment, field data QA/QC assessment, ratings, and recommendation permitting, and construction administration services at \$37,555.00 (43.53%) of the contract amendment amount.

15. Council is asked to approve the Purchase of one (1) Townmaster Trailer and (1) Compact Track Loader for the Parks and Recreation Department, as requested by the Fleet Services Division. Award to Blanchard Machinery using the SC State Contract in the amount of \$94,569.00. This vendor is located in West Columbia, SC.

Funding Source: Parks Buildings and Grounds - Auto, Trucks, Heavy Equipment Capital: 1015104-958500. The original budgeted amount is \$100,000.00.

16. Council is asked to approve an Engineering Services Agreement for the Metro Wastewater Treatment Plant Gap Analysis Implementation and Plant Operation Services, as requested by Columbia Water. Award to Atlantic South Consulting Services, LLC., a Minority Business Enterprise, in the amount of \$150,000.00. This firm is located in North Charleston, SC.

Funding Source: 5516208-SS7300-638305. The original budgeted amount is \$200,000.00.

The following sub-consulting services will be provided:

EMA, a firm located in Saint Paul, MN, will provide support for the project deliverables at \$63,100.00 (42.1%) of the total contract.

17. Council is asked to approve the Purchase of Hydraulic Modeling Recalibration Services, as requested by Columbia Water. Award to Hazen and Sawyer, as a Sole Source in an amount of \$260,000.00. This firm is located in Charlotte, NC.

Funding Source: Engineering- Spc Contracts W/S SW; 5511706-638305.SS7485. The original budgeted amount \$300,000.00.



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18. Council is asked to approve Contract Amendment #1 for Project SS7363; Sewer System Evaluation Study for Smith Branch 03, as requested by Columbia Water. Award to AECOM, in the amount of \$268,934.00. This firm is headquartered in Los Angeles, CA and has a local office in Columbia, SC.

Funding Source: 55299999-SS7363-658650. The original budgeted amount is \$268,934.00.

This is a CleanWater 2020 Program Project and a Mentor Protégé Program Project.

The following sub-consultant will provide additional services:

DESA, Inc., (Protégé) a Minority Business Enterprise, located in Columbia, SC, will provide Data Collection and Field Work, Public Relations, Construction Administration and Observation services at \$51,099.00 (19.0%) of the contract amendment amount.

19. Council is asked to approve Contract Amendment #3 for Project WM4326; Water Tank Repainting and Maintenance Services, as requested by Columbia Water. Award to Utility Service Company, Inc. in the amount of \$359,323.00. This firm is located in Perry, Georgia.

Funding Source: Water Plants Operations Budget 5516206-WM4326-638305. The original budgeted amount is \$365,000.00.

The following sub-consultant will provide additional services:

Bullins Painting of Stoneville, GA will provide blast/paint labor services at \$80,000.00 (22.3%) of the contract amendment value.

Semper Fi Steel of La Grange, KY will provide blast/paint labor services at \$80,000.00 (22.3%) of the contract amendment value.

20. Council is asked to approve an Engineering Services Agreement for Project SD8360; Water Quality Monitoring and MS4 Program Support Services, as requested by Columbia Water. Award to Woolpert, Inc., in the amount of \$464,335.00. This firm is located in Columbia, SC.

Funding Source 5534202-SD8360-638305.

Sub-consultant Rogers & Callcott, a Small Business Enterprise of Columbia, SC will provide grab sampling, laboratory testing, and analysis services for three (3) years at \$106,680.00 (8.0%) of the contract value.



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21. Council is asked to ratify three (3) Emergency Procurements for the Repair of 8" Waterlines throughout the City, as requested by Columbia Water. Award to Carolina Tap and Bore of West Columbia, SC, a Certified Local Business Enterprise, in the amount of \$75,960.00 and award to North American Pipeline Management, Inc., of Marietta, GA for two (2) repairs in the amount of \$208,594.00 and \$256,839.00 for a total amount of \$541,393.00.

Funding Source: Engineering –Paving and Asphalt Supplies; 5511706-623500 (\$75,960.00); Water and Sewer Capital Projects-Capital Project Costs; 5529999-658650 (\$208,594.00); Water and Sewer Capital Projects-Capital Project Costs; 5529999-658650 (\$256,839.00).

22. Council is asked to approve Project SD8413: A Design Build Contract for Saluda Avenue Stream Bank Stabilization Retaining Wall, as requested by Columbia Water. Award to McClam and Associates, Inc., in the amount of \$786,554.75. This firm is located in Little Mountain, SC.

Funding Source: 5549999-SD841301-658650. The original budgeted amount is \$900,000.00.

The following sub-consultants will provide additional services:

Chao & Associates, Inc. a Minority Business Enterprise of Columbia, SC will provide design consulting at \$38,200.00 (35%) of the contract value.

F&ME Consultants, Inc., of Columbia, SC will provide geotechnical investigation services at \$23,300.00 (21%) of the contract value.

Breccia Construction, LLC of Charlotte, NC will provide constructability review and value engineering services at \$8,800.00 (8.0%) of the contract value.

23. Council is asked to approve Contract Amendment #1 for Project SS7253; Design, Construction, and Rehabilitation of the Metro Wastewater Treatment Plant Anaerobic Digester, as requested by Columbia Water. Award to Hazen and Sawyer, P.C. in the amount of \$943,175.00. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Budget; 5529999-SS725301-658650. The original budgeted amount is \$943,175.00.

This is a Clean Water 2020 Program Project and a Mentor Protégé Project. Construction Dynamics, Inc., a Minority Business Enterprise of Columbia, SC is the Protégé and will provide constructible review, cost estimating, and construction observation services at \$273,600.00 (29.01%) of the contract amendment value.



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24. Council is asked to approve an Engineering Services Agreement for Project SS7425; Rocky Branch III Sewer System Evaluation Study and Sewer Rehabilitation Services, as requested by Columbia Water. Award to Brown and Caldwell in the amount of \$1,226,800.00. This firm is located in Columbia, SC.

Funding Source: Water & Sewer Capital Projects – Rocky Branch03 Basin SSES- Capital Project Cost-5529999-SS742501-658650. The original budgeted amount is \$1,226,800.00.

This is a Clean Water 2020 Program Project and a Mentor Protégé Project. 4D Engineering, LLC, a Minority Business Enterprise (Woman) of Lexington, SC is the Protégé and will provide project administration, data management, sewer assessment, permitting, and construction administration services at \$495,796.00 (40.4%) of the contract value.

25. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - NX 1080 Shop Road; TMS# 11211-07-09

Ordinance No.: 2017-117 - Annexing and Incorporating NX 1080 Shop Road, Richland County TMS#11211-07-09, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 3

Proposal: Request to annex, assign land use classification of Employment Campus (EC), and assign zoning of Light Industrial (M-1). The property is currently classified as Mixed Residential-High Density and zoned Employment Campus (EC) by Richland County.

Applicant: George McCutchen

Staff Recommendation: Approval

PC Recommendation: 12/04/2017; Approval (8-0)

First reading approval was given on January 16, 2018.

26. Ordinance No.: 2018-008 - Authorizing the City Manager to execute a Seventh 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 March 20, 2018.

27. Ordinance No.: 2018-009 - Granting encroachment to Central Midlands Transit Authority – The COMET for the use of the right of way areas of the 5500 block of Ring



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Road for the installation and maintenance of a Bus Shelter, sidewalk, cart coral and landscaping adjacent to 5590 Ring Road, Richland County TMS#16710-02-04

First reading approval was given on March 20, 2018.

28. Ordinance No.: 2018-011 - Granting an encroachment to Historic Columbia Foundation for the use of the right of way area of the 1700 block of Henderson Street for the installation and maintenance of a wooden utility pole and conduit adjacent to 1615 Blanding Street Richland County TMS11403-07-01

First reading approval was given on March 20, 2018.

29. Resolution No.: R-2018-027 - Authorizing consumption of beer and wine beverages only at Outfest Columbia in the 1100 block of Park Street between Gervais Street and Senate Street on Saturday, June 2, 2018
30. Resolution No.: R-2018-029 - Amending Resolution No.: R-2017-094 Authorizing consumption of beer and wine beverages only at The Rosewood Crawfish Festival to change the date from Saturday, May 5, 2018 to Saturday, May 12, 2018

PRESENTATIONS

31. Recognition of Delaney Toomer as Miss Richland County Teen - Mayor Stephen K. Benjamin
32. PowerTalk 21® Day Proclamation - The Honorable Mayor Stephen K. Benjamin
33. Columbia Fair Housing Month and National Community Development Week Proclamation - Ms. Gloria Saeed, Director of Community Development
34. National Financial Literacy Proclamation - Ms. Gloria Saeed, Director of Community Development

RESOLUTIONS

35. Resolution No.: R-2018-025 - Authorizing Condemnation for Easement Acquisition for CIP Project #SS7261 (Lake Katherine Sewer Line Capacity Enhancement) along Property Identified as Richland County TMS#13913-05-12 located at 4628 Pine Grove Court; CF#250-378



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- 36. Resolution No.: R-2018-028 - Authorizing the City Manager to execute any documents necessary to purchase certain properties affected by the 2015 flood through the Property Acquisition Program
 - 37. Resolution No.: R-2018-030 - Authorizing the City Manager to execute an Office Lease Agreement between the City of Columbia and MS Joint Venture for the lease of the Mezzanine at 1401 Main Street
 - 38. Resolution No.: R-2018-031 - Authorizing the City Manager to execute a 7th Lease Amendment Agreement between the City of Columbia and MS Joint Venture for the lease of the 10th floor of 1401 Main Street
 - 39. Resolution No.: R-2018-032 - Authorizing the City Attorney's Office to institute a civil action in the Richland County Court of Common Pleas against Dominion Carolina Gas Transmission, LLC, with South Carolina Electric and Gas, Santee Cooper Power Cooperative and New Heights Church as interested parties seeking a Declaratory Judgment and Injunctive Relief regarding a prescriptive easement for an Access Road to the Harbison 2 Pump Station located at 5501 Broad River Road, Richland County TMS #06200-01-24

ZONING / PLANNING MATTERS - SECOND READING

- 40. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 2050 Woodcreek Farms Road; TMS# 25716-03-04

Ordinance NO.: 2018-006 - Annexing and Incorporating 2050 Woodcreek Farms Road, Richland County TMS# 25716-03-04, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Multi-Family (UEMF) and assign zoning of Planned Unit Development-Residential District (PUD-R). The property is currently classified as Neighborhood-Medium Density and PDD by Richland County.

Applicant: The Hampton Links, LLC

Staff Recommendation: Approval

PC Recommendation: 01/08/2018; Approval (7-0)



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First reading approval was given on March 20, 2018.

41. ZONING MAP AMENDMENT - 3319 Millwood Avenue, TMS# 13804-03-09
Withdrawn

Council District: 3 & 4

Proposal: Request to rezone the parcel from PUD-C to RS-2

Applicant: Raymond A. Perkins, Jr., Richland School District One

Staff Recommendation: Approval

PC Recommendation: 01/08/2018, deferred by applicant to 2/5/2018; 02/05/2018, Denial (9-0)

First reading approval was given on March 20, 2018.

PUBLIC HEARING - ORDINANCE FIRST READING

42. Ordinance No.: 2018-001 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-106. Hours of sale restricted for commercial establishments which allow for on-premises consumption of beer, ale, porter and/or wine

ORDINANCES - FIRST READING

43. Ordinance No.: 2018-003 - Granting and encroachment to CD/Park7 Columbia SC High Rise Owner, LLC for the use of the right of way areas of the 1000 block of Assembly Street, 1000 block of Pendleton Street and 1000 block of Park Street for the installation and maintenance of sidewalks, driveways, retaining walls, landscaping and irrigation adjacent to its building at 1015 Assembly Street, Richland County TMS#08916-09-08
44. Ordinance No.: 2018-012 - 12th Supplemental Waterworks and Sewer System Revenue Bonds
45. Ordinance No.: 2018-013 - Authorizing and providing for the issuance of Stormwater System Revenue Bonds of the City of Columbia, South Carolina; prescribing the form of bonds; limiting the payment of the bonds solely to the revenues derived from the operation of the system and pledging such revenues to such payment; creating certain



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funds and providing for payments into such funds; and making other covenants and agreements in connection with the foregoing

46. Ordinance No.: 2018-014 - A First Supplemental Ordinance Providing for the issuance and sale of City of Columbia, South Carolina, Stormwater System Revenue Bonds, in one or more series in the aggregate principal amount of not exceeding \$50,000,000, in order to finance various capital projects and improvements to the system, any necessary debt service reserves and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager 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 related thereto

OTHER MATTERS

47. Council is asked to approve the installation of one (1) additional street light on Florence Street and two (2) additional street lights on Preston Street, as requested by the Traffic Engineering Division.
48. Council is asked to approve the Installation of three (3) Speed Humps in the Oakwood Court Neighborhood, as requested by the Public Works Department.

The Columbia Fire Department and Police Department have reviewed and approved the proposed location.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

APPEARANCE OF THE PUBLIC



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Finance

FROM: *Jan Alonso, Finance Director*

SUBJECT: Ms. Jan Alonso, Finance Director will be present to answer questions regarding the February 2018 Financial Report.

REQUISITION NO.: Ms. Jan Alonso, Finance Director

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** February 2018 Council Report (PDF)

City of Columbia
General Fund Summary - Revenue and Expenditures - Current to Prior Year Variance
February 28, 2018

	ACTUAL PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	ACTUAL PRIOR YEAR THRU FEB 2017	ACTUAL CURRENT YEAR THRU FEB 2018	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
REVENUE						
1 GENERAL PROPERTY TAX	52,188,321	55,702,136	34,033,816	40,070,755	6,036,939	71.9%
2 LICENSES AND PERMITS	39,714,255	40,749,189	4,410,190	4,599,763	189,573	11.3%
3 FROM OTHER AGENCIES	14,822,853	15,953,090	10,873,976	12,676,657	1,802,681	79.5%
4 CURRENT SERVICE CHARGES	12,761,111	13,196,006	8,294,860	8,368,351	73,491	63.4%
5 FINES & FORFEITURES	813,469	918,000	693,386	627,431	(65,955)	68.3%
6 SPECIAL EVENTS	95,126	80,300	93,121	125,455	32,334	156.2%
7 MISCELLANEOUS REVENUE	162,733	120,000	47,166	100,700	53,534	83.9%
8 INTEREST ON INVESTMENT	(39,356)	150,000	61,583	22,756	(38,827)	15.2%
9 RENTS & SALE OF PROPERTY	2,859,635	397,000	178,902	290,989	112,087	73.3%
10 TOTAL REVENUE	123,378,147	127,265,721	58,687,000	66,882,857	8,195,857	52.6%
TRANSFERS IN						
12 FROM CAPITAL LEASE PROCEEDS	5,569,307	0	1,304,296	2,961,843		0.0%
13 FROM ACCOMMODATIONS TAX	25,000	25,000	25,000	25,000	0	100.0%
14 FROM HOSPITALITY TAX	3,000,000	3,700,000	2,000,000	2,466,667	466,667	66.7%
15 FROM GO BOND PROCEEDS	3,745,756	4,000,000	2,285,756	298,946	(1,986,810)	7.5%
16 FROM WATER & SEWER OPERATING	2,270,000	4,189,680	1,513,333	2,793,120	1,279,787	66.7%
17 FROM PARKING FUND	500,000	500,000	333,333	333,333	0	66.7%
18 FROM OTHER FUNDS	1,974,357	508,098	1,743,436	373,333	(1,370,103)	73.5%
19 UN-APPROPRIATED SURPLUS	0	3,676,289	0	0		0.0%
20 TOTAL TRANSFERS IN	17,084,420	16,599,067	9,205,155	9,252,242	47,087	55.7%
22 TOTAL GEN FUND REV & TRF	140,462,567	143,864,788	67,892,155	76,135,099	8,242,944	52.9%
EXPENDITURES - DEPARTMENTS						
25 LEGISLATIVE - MAYOR & CITY COUNCIL	743,811	831,242	476,726	466,091	(10,635)	56.1%
26 ADMINISTRATION - CITY MANAGER	562,175	645,827	345,214	356,487	11,273	55.2%
27 ADMINISTRATION - GOV'T AFFAIRS	458,134	440,827	286,366	313,995	27,629	71.2%
28 ADMINISTRATION - ACM OPERATIONS	428,650	413,828	234,265	225,109	(9,156)	54.4%
29 ADMINISTRATION - ACM-CFO	234,699	206,845	137,591	125,887	(11,704)	60.9%
30 ADMINISTRATION - SR. ASSISTANT CM	487,332	354,393	272,838	222,516	(50,322)	62.8%
31 HUMAN RESOURCES	948,648	1,113,100	589,589	659,519	69,930	59.3%
32 BUDGET & PROG MGMT OFFICE	296,953	392,228	188,740	235,928	47,188	60.2%
33 PUBLIC RELATIONS	620,135	726,085	370,272	434,689	64,417	59.9%
34 COUNCIL SUPPORT SERVICES	451,673	554,972	307,618	359,954	52,336	64.9%
35 LEGAL	1,733,240	2,147,350	1,026,371	1,152,295	125,924	53.7%
36 MUNICIPAL COURT	2,582,859	2,925,712	1,643,683	1,694,587	50,904	57.9%
37 FINANCE	1,804,440	2,200,819	1,155,530	1,209,362	53,832	55.0%
38 OFFICE OF BUSINESS OPPORTUNITIES	846,078	991,632	528,238	456,881	(71,357)	46.1%
39 COMMUNITY DEVELOPMENT	266,226	371,607	174,370	223,233	48,863	60.1%
40 DEVELOPMENT SERVICES	3,378,125	3,938,906	2,025,707	2,106,575	80,868	53.5%
41 POLICE	40,278,801	41,873,600	24,068,063	26,336,454	2,268,391	62.9%
42 EMERGENCY OPERATIONS	94	543,876	97	150,005	149,908	27.6%
43 911 EMERGENCY COMMUNICATIONS	2,826,776	3,188,965	1,832,480	2,030,392	197,912	63.7%
44 FIRE	22,045,335	23,494,060	13,886,639	14,109,922	223,283	60.1%
45 PARKS & RECREATION	12,143,274	12,858,985	7,403,585	7,475,348	71,763	58.1%
46 PUBLIC WORKS	19,179,512	19,578,689	11,596,427	10,614,743	(981,684)	54.2%
47 GENERAL SVCS/SUPPORT SERVICES	1,693,302	2,218,422	978,366	905,087	(73,279)	40.8%
48 INFORMATION TECHNOLOGY	3,652,873	4,098,644	2,583,247	2,688,113	104,866	65.6%
49 TOTAL DEPARTMENT	117,663,145	126,110,614	72,112,022	74,553,172	2,441,150	59.1%
EXPEND. - NON-DEPT. & MISC.						
51 COMMUNITY PROMOTION - AGENCIES	730,001	210,000	292,258	83,473	(208,785)	39.7%
52 SOLICITOR & DETENTION	750,272	915,817	372,344	407,054	34,710	44.4%
53 HOMELESS SERVICES	972,725	1,058,199	539,457	508,532	(30,925)	48.1%
54 ECONOMIC DEVELOPMENT - RESERVE	66,300	0	66,300	0	(66,300)	0.0%
55 NON-DEPARTMENTAL & MISC.	28,461	40,000	10,791	11,298	507	28.2%
56 OFFICE SPACE LEASE	543,279	542,000	277,745	401,437	123,692	74.1%
57 2017 HOSP BOND	1,402,255	0	0	0	0	0.0%
58 CAPITAL LEASE PAYMENT	2,072,146	2,687,635	1,118,964	1,385,854	266,890	51.6%
59 OTHER SERVICES AND CHARGES	4,580	0	3,108	697	(2,411)	0.0%
60 TOTAL NON-DEPARTMENTAL	6,570,019	5,453,651	2,680,967	2,798,345	117,378	51.3%
61 TOTAL EXPENDITURES	124,233,164	131,564,265	74,792,989	77,351,517	2,558,528	58.8%
TRANSFERS OUT						
63 TO OTHER FUNDS					0	
64 DEVELOPMENT CORPORATIONS	1,477,553	1,571,679	985,035	1,062,785	77,750	67.6%
65 TO INTERNAL SERVICE FUNDS	7,385,123	4,854,694	1,551,247	2,133,380	582,133	43.9%
66 TO SPECIAL REVENUES	88,931	0	0	80,276	80,276	0.0%
67 TO DEBT SERVICE	5,508,714	5,814,151	3,672,476	3,876,100	203,624	66.7%
68 TO GRANTS	102,474	0	25,527	97,776	72,249	0.0%
69 TO CAPITAL IMPROVEMENTS	2,038,466	60,000	1,612,893	85,733	(1,527,160)	0.0%
70 TO STORM WATER	0	0	0	0	0	0.0%
71 TO CAPITAL REPLACEMENTS	0	0	0	0	0	0.0%
72 TOTAL TRANSFERS OUT	16,601,261	12,300,524	7,847,178	7,336,051	(511,127)	59.6%
74 TOTAL GEN FUND EXPEND & TRF	140,834,425	143,864,789	82,640,167	84,687,568	2,047,401	58.9%
76 TOTAL SURPLUS (DEFICIT)	(371,858)	(0)	(14,748,012)	(8,552,469)		

City of Columbia
General Fund Summary - Revenue and Expenditures - Actual to Budget Variance
February 28, 2018

	BUDGET PRIOR YEAR FY 2015/16	BUDGET CURRENT YEAR FY 2017/18	BUDGET CURRENT YEAR THRU FEB 2018	ACTUAL CURRENT YEAR THRU FEB 2018	ACTUAL TO BUDGET VARIANCE THRU FEB 2018	% ANNUAL BUDGET
REVENUE						
GENERAL PROPERTY TAX	53,241,097	55,702,136	37,134,757	40,070,755	2,935,998	71.9%
LICENSES AND PERMITS	39,654,866	40,749,189	27,166,126	4,599,763	(22,566,363)	11.3%
FROM OTHER AGENCIES	15,037,877	15,953,090	10,635,393	12,676,657	2,041,264	79.5%
CURRENT SERVICE CHARGES	12,359,628	13,196,006	8,797,337	8,368,351	(428,986)	63.4%
FINES & FORFEITURES	1,102,000	918,000	612,000	627,431	15,431	68.3%
SPECIAL EVENTS	83,900	80,300	53,533	125,455	71,922	156.2%
MISCELLANEOUS REVENUE	36,000	120,000	80,000	100,700	20,700	83.9%
INTEREST ON INVESTMENT	100,000	150,000	100,000	22,756	(77,244)	15.2%
RENTS & SALE OF PROPERTY	390,000	397,000	264,667	290,989	26,322	73.3%
TOTAL REVENUE	122,005,368	127,265,721	84,843,814	66,882,857	(17,960,957)	52.6%
TRANSFERS IN						
FROM CAPITAL LEASE PROCEEDS	0	0	0	2,961,843	2,961,843	0.0%
FROM ACCOMMODATIONS TAX	25,000	25,000	16,667	25,000	8,333	100.0%
FROM HOSPITALITY TAX	3,000,000	3,700,000	2,466,667	2,466,667	0	66.7%
FROM GO BOND PROCEEDS	8,000,000	4,000,000	2,666,667	298,946	(2,367,721)	7.5%
FROM WATER & SEWER OPERATING	2,270,000	4,189,680	2,793,120	2,793,120	0	66.7%
FROM PARKING FUND	500,000	500,000	333,333	333,333	(0)	66.7%
FROM OTHER FUNDS	0	508,098	338,732	373,333	34,601	73.5%
UN-APPROPRIATED SURPLUS	4,059,251	3,676,289	2,450,859	0	(2,450,859)	0.0%
TOTAL TRANSFERS IN	17,854,251	16,599,067	11,066,045	9,252,242	(1,813,803)	55.7%
TOTAL GEN FUND REV & TRF	139,859,619	143,864,788	95,909,859	76,135,099	(19,774,760)	52.9%
EXPENDITURES - DEPARTMENTS						
LEGISLATIVE - MAYOR & CITY COUNCIL	773,217	831,242	554,161	466,091	(88,070)	56.1%
ADMINISTRATION - CITY MANAGER	523,013	645,827	430,551	356,487	(74,064)	55.2%
ADMINISTRATION - GOV'T AFFAIRS	459,026	440,827	293,885	313,995	20,110	71.2%
ADMINISTRATION - ACM OPERATION	434,318	413,828	275,885	225,109	(50,776)	54.4%
ADMINISTRATION - ACM-CFO	222,065	206,845	137,897	125,887	(12,010)	60.9%
ADMINISTRATION - SR. ASSISTANT CI	487,245	354,393	236,262	222,516	(13,746)	62.8%
HUMAN RESOURCES	1,067,334	1,113,100	742,067	659,519	(82,548)	59.3%
BUDGET & PROG MGMT OFFICE	381,081	392,228	261,485	235,928	(25,557)	60.2%
PUBLIC RELATIONS	598,259	726,085	484,057	434,689	(49,368)	59.9%
COUNCIL SUPPORT SERVICES	448,544	554,972	369,981	359,954	(10,027)	64.9%
LEGAL	1,975,142	2,147,350	1,431,567	1,152,295	(279,272)	53.7%
MUNICIPAL COURT	2,809,503	2,925,712	1,950,475	1,694,587	(255,888)	57.9%
FINANCE	2,025,261	2,200,819	1,467,213	1,209,362	(257,851)	55.0%
OFFICE OF BUSINESS OPPORTUNITIES	919,591	991,632	661,088	456,881	(204,207)	46.1%
COMMUNITY DEVELOPMENT	307,728	371,607	247,738	223,233	(24,505)	60.1%
DEVELOPMENT SERVICES	3,643,023	3,938,906	2,625,937	2,106,575	(519,362)	53.5%
POLICE	41,249,665	41,873,600	27,915,733	26,336,454	(1,579,279)	62.9%
EMERGENCY OPERATIONS	0	543,876	362,584	150,005	(212,579)	27.6%
911 EMERGENCY COMMUNICATIONS	3,062,828	3,188,965	2,125,977	2,030,392	(95,585)	63.7%
FIRE	23,282,193	23,494,060	15,662,707	14,109,922	(1,552,785)	60.1%
PARKS & RECREATION	12,407,082	12,858,985	8,572,657	7,475,348	(1,097,309)	58.1%
PUBLIC WORKS	20,684,975	19,578,689	13,052,459	10,614,743	(2,437,716)	54.2%
GENERAL SRVCS/SUPPORT SERVICES	1,916,610	2,218,422	1,478,948	905,087	(573,861)	40.8%
INFORMATION TECHNOLOGY	4,048,347	4,098,644	2,732,429	2,688,113	(44,316)	65.6%
TOTAL DEPARTMENT	123,726,050	126,110,614	84,073,743	74,553,172	(9,520,571)	59.1%
EXPEND. - NON-DEPT. & MISC.						
COMMUNITY PROMOTION - AGENCY	850,000	210,000	140,000	83,473	(56,527)	39.7%
SOLICITOR'S OFFICE	815,817	915,817	610,545	407,054	(203,491)	44.4%
HOMELESS SERVICES	1,112,332	1,058,199	705,466	508,532	(196,934)	48.1%
ECONOMIC DEVELOPMENT RESERVE	28,800	0	0	0	0	0.0%
NON-DEPARTMENTAL & MISC.	40,000	40,000	26,667	11,298	(15,369)	28.2%
OFFICE SPACE LEASE	525,025	542,000	361,333	401,437	40,104	74.1%
2017 HOSP BOND	0	0	0	0	0	0.0%
CAPITAL LEASE PAYMENT	2,123,932	2,687,635	1,791,757	1,385,854	(405,903)	51.6%
OTHER SERVICES AND CHARGES	0	0	0	697	697	0.0%
TOTAL NON-DEPARTMENTAL	5,495,906	5,453,651	3,635,767	2,798,345	(837,422)	51.3%
TOTAL EXPENDITURES	129,221,956	131,564,265	87,709,510	77,351,517	(10,357,993)	58.8%
TRANSFERS OUT						
TO OTHER FUNDS						
DEVELOPMENT CORPORATIONS	1,477,553	1,571,679	1,047,786	1,062,785	14,999	67.6%
TO INTERNAL SERVICE FUNDS	3,154,860	4,854,694	3,236,462	2,133,380	(1,103,082)	43.9%
TO SPECIAL REVENUES	0	0	0	80,276	80,276	0.0%
TO DEBT SERVICE	5,508,714	5,814,151	3,876,101	3,876,100	(1)	66.7%
TO GRANTS	0	0	0	97,776	97,776	0.0%
TO CAPITAL IMPROVEMENTS	496,535	60,000	40,000	85,733	45,733	0.0%
TO STORM WATER	0	0	0	0	0	0.0%
TO CAPITAL REPLACEMENTS	0	0	0	0	0	0.0%
TOTAL TRANSFERS OUT	10,637,662	12,300,524	8,200,349	7,336,051	(864,298)	59.6%
TOTAL GEN FUND EXPEND & TRF	139,859,618	143,864,789	95,909,859	84,687,568	(11,222,291)	58.9%
TOTAL SURPLUS (DEFICIT)	1	(0)	(0)	(8,552,469)		

City of Columbia
Hospitality Fund Summary - Revenue and Expenditures -Current to Prior Year Variance
As of 2/28/2018

UNAUDITED

	ACTUAL PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	ACTUAL PRIOR YEAR THRU FEB 2017	ACTUAL CURRENT YEAR THRU FEB 2018	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
<u>REVENUE</u>						
1 TAXES	10,795,200	11,411,250	7,294,991	7,409,627	114,636	64.9%
2 LICENSE AND PERMITS	0	0	(10)	0	10	0.0%
2 INTEREST	0	0	5,103	5,608	505	0.0%
3 UNAPPROPRIATED SURPLUS	405,918	330,675	0	0	0	0.0%
4 TOTAL HOSP FUND REVENUE	11,201,118	11,741,925	7,300,084	7,415,235	115,151	63.2%
5						
6 <u>EXPEND. - NON-DEPT & MISC.</u>						
7 CITY COUNCIL LINE ITEM AG.	2,696,257	2,716,257	1,708,126	1,718,080	9,954	63.3%
8 HOSPITALITY TAX	2,904,218	2,632,162	1,410,099	1,594,227	184,128	60.6%
9 SPECIAL PROJECTS	0	0	0	0	0	0.0%
10 TOTAL NON-DEPARTMENTAL	5,600,475	5,348,419	3,118,225	3,312,307	194,082	61.9%
11 TOTAL EXPENDITURES	5,600,475	5,348,419	3,118,225	3,312,307	(194,082)	61.9%
12 <u>TRANSFERS OUT</u>						
13 TO GENERAL FUND	3,000,000	3,700,000	2,000,000	2,466,667	466,667	66.7%
14 TO DEBT SERVICE	2,600,643	2,593,506	1,733,762	1,729,004	(4,758)	66.7%
20 TO CAPITAL PROJECT FUND	0	100,000	0	0	0	
15 TOTAL TRANSFERS OUT	5,600,643	6,393,506	3,733,762	4,195,671	461,909	65.6%
16						
17 TOTAL HOSP FUND EXP & TRF	11,201,118	11,741,925	6,851,987	7,507,978	(655,991)	63.9%
18						
19						
20 TOTAL SURPLUS (DEFICIT)	-	-	448,097	(92,743)		

City of Columbia
 Hospitality Fund Summary - Revenue and Expenditures - Actual to Budget Variance
 As of 2/28/2018

UNAUDITED

		BUDGET PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	BUDGET CURRENT YEAR THRU FEB 2018	ACTUAL CURRENT YEAR THRU FEB 2018	ACTUAL TO BUDGET VARIANCE THRU FEB 2018	% ANNUAL BUDGET
	REVENUE						
1	TAXES	10,795,200	11,411,250	7,607,500	7,409,627	(197,873)	64.9%
2	INTEREST				0		
3	INTEREST	0	0	0	5,608	5,608	0.0%
4	UNAPPROPRIATED SURPLUS	405,918	330,675	220,450	0	(220,450)	0.0%
5	TOTAL HOSP FUND REVENUE	11,201,118	11,741,925	7,827,950	7,415,235	(412,715)	63.2%
6							
7	EXPEND. - NON-DEPT & MISC.						
8	CITY COUNCIL LINE ITEM AG.	2,696,257	2,716,257	1,810,838	1,718,080	0	63.3%
9	HOSPITALITY TAX	2,904,218	2,632,162	1,754,773	1,594,227	(160,546)	60.6%
10	SPECIAL PROJECTS	0	0	0	0	0	0.0%
11	TOTAL NON-DEPARTMENTAL	5,600,475	5,348,419	3,565,611	3,312,307	(160,546)	61.9%
12	TOTAL EXPENDITURES	5,600,475	5,348,419	3,565,611	3,312,307	253,304	61.9%
13	TRANSFERS OUT						
14	TO GENERAL FUND	3,000,000	3,700,000	2,466,669	2,466,667	(2)	66.7%
15	TO DEBT SERVICE	2,600,643	2,593,506	1,729,004	1,729,004	0	66.7%
15	TO HOSP BOND PROJECT	0	100,000	66,667	0		
16	TOTAL TRANSFERS OUT	5,600,643	6,393,506	4,262,340	4,195,671	(2)	65.6%
17							
18	TOTAL HOSP FUND EXP & TRF	11,201,118	11,741,925	7,827,951	7,507,978	319,973	63.9%
19							
20							
21	TOTAL SURPLUS (DEFICIT)	-	-	(0.00)	(92,743)		

City of Columbia
 Parking Summary - Revenue and Expenditures - Current to Prior Year Variance
 As of 2/28/18

UNAUDITED

	ACTUAL PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	ACTUAL PRIOR YEAR THRU FEB 2017	ACTUAL CURRENT YEAR THRU FEB 2018	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
REVENUE						
1 CURRENT SERVICE CHARGES	6,128,153	5,438,376	3,835,427	4,433,152	597,725	81.5%
2 FINES & FORFEITURES	1,997,601	1,900,000	1,279,197	1,047,831	(231,366)	55.1%
3 MISCELLANEOUS REVENUE	1,800	120,000	1,800	479	(1,321)	0.4%
4 INTEREST ON INVESTMENT	65,672	0	86,256	77,623	(8,633)	0.0%
5 RENTS & SALE OF PROPERTY	116,568	108,675	76,798	77,830	1,032	71.6%
6 UNAPPROPRIATED SURPLUS	0	441,180	0	0	0	0.0%
7 TOTAL REVENUE	8,309,794	8,008,231	5,279,478	5,636,915	357,437	70.4%
TRANSFERS IN						
10 FROM CORE CAMPUS REIMBURSEMENT	0	0	0	0	0	0.0%
11 FROM SCANA REBATE	0	0	0	0	0	0.0%
12 TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
14 TOTAL PARKING REV & TRF	8,309,794	8,008,231	5,279,478	5,636,915	357,437	70.4%
EXPENDITURES - DEPARTMENTS						
17 FINANCE	128,803	137,895	85,315	70,815	(14,500)	51.4%
18 PUBLIC WORKS	82,004	101,424	48,082	53,289	5,207	52.5%
19 PARKING OPERATIONS	1,344,858	2,379,217	869,687	1,445,961	576,274	60.8%
20 PARKING FACILITIES	1,601,897	1,679,662	987,756	861,946	(125,810)	51.3%
21 PARKING ADMINISTRATION	529,296	0	372,186	52,135	(320,051)	0.0%
22 TOTAL DEPARTMENT	3,686,858	4,298,198	2,363,026	2,484,146	121,120	57.8%
EXPEND. - NON-DEPART & MISC.						
25 DEBT SERVICE	1,704,650	2,808,033	1,148,160	1,112,898	(35,262)	39.6%
26 DEPRECIATION	1,648,286	0	0	0	0	0.0%
27 TUITION REIMBURSEMENT	0	5,000	0	0	0	0.0%
28 EMPLOYEE PAY RAISES	0	0	0	0	0	0.0%
29 RESERVE	0	10,000	0	0	0	0.0%
30 NON DEPARTMENTAL ADMINISTRATIVE	112,309	0	0	0	0	0.0%
31 NON DEPARTMENTAL BAD DEBT	(9,572)	0	0	0	0	0.0%
32 TOTAL NON-DEPARTMENTAL	3,455,673	2,823,033	1,148,160	1,112,898	(35,262)	39.4%
33 TOTAL EXPENDITURES	7,142,531	7,121,231	3,511,186	3,597,044	85,858	50.5%
TRANSFERS OUT						
36 TO GENERAL FUND	500,000	500,000	333,333	333,333	0	66.7%
37 TO PARKING PROJECTS	0	0	0	0	0	0.0%
38 TO RISK MANAGEMENT	120,000	180,000	80,000	120,000	40,000	66.7%
39 TO CENTRAL STORES	0	37,000	0	24,667	24,667	66.7%
40 TO GENERAL ADMIN INFO TECH	150,000	150,000	100,000	100,000	0	66.7%
41 TO HEALTH INSURANCE	66,206	0	0	0	0	0.0%
42 TO WORKER'S COMP	20,318	0	0	0	0	0.0%
43 TO PURCHASING	11,844	20,000	4,212	15,057	10,845	75.3%
44 TO CAPITAL REPLACEMENT	0	0	0	0	0	0.0%
45 TO TORT	57,417	0	0	0	0	0.0%
46 TOTAL TRANSFERS OUT	925,785	887,000	517,545	593,057	75,512	66.86%
48 TOTAL PARKING EXP & TRF	8,068,316	8,008,231	4,028,731	4,190,101	161,370	52.3%
49 TOTAL SURPLUS (DEFICIT)	241,478	0	1,250,747	1,446,814		

City of Columbia
 Parking Summary - Revenue and Expenditures - Actual to Budget Variance
 As of 2/28/18

UNAUDITED

	BUDGET PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	BUDGET CURRENT YEAR THRU FEB 2018	ACTUAL CURRENT YEAR THRU FEB 2018	ACTUAL TO BUDGET VARIANCE THRU FEB 2018	% ANNUAL BUDGET
REVENUE						
1 CURRENT SERVICE CHARGES	5,263,150	5,438,376	3,625,585	4,433,152	807,567	81.5%
2 FINES & FORFEITURES	2,000,000	1,900,000	1,266,667	1,047,831	(218,836)	55.1%
3 MISCELLANEOUS REVENUE	0	120,000	0	479	479	0.4%
4 INTEREST ON INVESTMENT	60,000	0	80,000	77,623	(2,377)	0.0%
5 RENTS & SALE OF PROPERTY	108,675	108,675	72,450	77,830	5,380	71.6%
6 UNAPPROPRIATED SURPLUS	816,683	441,180	294,120	0	(294,120)	0.0%
7 TOTAL REVENUE	8,248,508	8,008,231	5,338,822	5,636,915	298,093	70.4%
TRANSFERS IN						
10 FROM CORE CAMPUS REIMBURSEMENT	0	0	0	0	0	0.0%
11 FROM SCANA REBATE	0	0	0	0	0	0.0%
12 TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
14 TOTAL PARKING REV & TRF	8,248,508	8,008,231	5,338,822	5,636,915	298,093	70.4%
EXPENDITURES - DEPARTMENTS						
17 FINANCE	131,963	137,895	91,931	70,815	(21,116)	51.4%
18 PUBLIC WORKS	97,991	101,424	67,613	53,289	(14,324)	52.5%
19 PARKING OPERATIONS	1,466,755	2,379,217	1,586,145	1,445,961	(140,184)	60.8%
20 PARKING FACILITIES	1,551,611	1,679,662	1,119,778	861,946	(257,832)	51.3%
21 PARKING ADMINISTRATION	688,140	0	0	52,135	52,135	0.0%
22 TOTAL DEPARTMENT	3,936,460	4,298,198	2,865,467	2,484,146	(381,321)	57.8%
EXPEND. - NON-DEPART & MISC.						
25 DEBT SERVICE	2,813,548	2,808,033	1,872,022	1,112,898	(759,124)	39.6%
26 DEPRECIATION	0	0	0	0	0	0.0%
27 TUITION REIMBURSEMENT	5,000	5,000	3,333	0	(3,333)	0.0%
28 EMPLOYEE PAY RAISES	0	0	0	0	0	0.0%
29 RESERVE	10,000	10,000	6,667	0	(6,667)	0.0%
30 NON DEPARTMENTAL ADMINISTRATIVE	0	0	0	0	0	0.0%
31 NON DEPARTMENTAL BAD DEBT	0	0	0	0	0	0.0%
32 TOTAL NON-DEPARTMENTAL	2,828,548	2,823,033	1,882,022	1,112,898	(769,124)	39.4%
33 TOTAL EXPENDITURES	6,765,008	7,121,231	4,747,489	3,597,044	(1,150,445)	50.5%
TRANSFERS OUT						
36 TO GENERAL FUND	500,000	500,000	333,333	333,333	0	66.7%
37 TO PARKING PROJECTS	693,500	0	0	0	0	0.0%
38 TO RISK MANAGEMENT	120,000	180,000	120,000	120,000	0	66.7%
39 TO CENTRAL STORES	0	37,000	24,667	24,667	0	66.7%
40 TO GENERAL ADMIN INFO TECH	150,000	150,000	100,000	100,000	0	66.7%
41 TO HEALTH INSURANCE	0	0	0	0	0	0.0%
42 TO WORKER'S COMP	0	0	0	0	0	0.0%
43 TO PURCHASING	20,000	20,000	13,333	15,057	1,724	75.3%
44 TO CAPITAL REPLACEMENT	0	0	0	0	0	0.0%
45 TO TORT	0	0	0	0	0	0.0%
46 TOTAL TRANSFERS OUT	1,483,500	887,000	591,333	593,057	1,724	66.9%
48 TOTAL PARKING EXP & TRF	8,248,508	8,008,231	5,338,822	4,190,101	(1,148,721)	52.3%
50 TOTAL SURPLUS (DEFICIT)	0	0	(0)	1,446,814		

City of Columbia
Water/Sewer Summary - Revenue & Expenditures - Current to Prior Year Variance
As of 02/28/2018

UNAUDITED

	ACTUAL PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	ACTUAL PRIOR YEAR THRU FEB 2017	ACTUAL CURRENT YEAR THRU FEB 2018	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
REVENUE						
1 INTERGOVERNMENTAL REVENUES	260,407	0	260,407	0	(260,407)	0.0%
2 CHARGES FOR SERVICES	137,709,800	150,741,688	92,695,269	94,135,737	1,440,468	62.4%
3 FINES & FORFEITURES	656,011	510,166	470,499	445,084	(25,415)	87.2%
4 MISCELLANEOUS REVENUE	13,961	27,716	5,634	3,882	(1,752)	14.0%
5 INTEREST REVENUES	1,054,117	1,445,709	1,316,035	1,418,609	102,574	98.1%
6 RENTS & SALE OF PROPERTY	178,416	160,721	141,042	49,157	(91,885)	30.6%
7 CONTRIBUTIONS	9,909,405	0	0	0	0	0.0%
8 UNAPPROPRIATED SURPLUS	0	181,850	0	0	0	0.0%
9 TOTAL REVENUE	149,782,117	153,067,850	94,888,886	96,052,469	1,163,583	62.8%
TRANSFERS IN						
11 FROM OTHER FUNDS	0	0	0	0	0	0.0%
12 TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
14 TOTAL WATER/SEWER REV & TRF	149,782,117	153,067,850	94,888,886	96,052,469	1,163,583	62.8%
EXPENDITURES - DEPARTMENTS						
17 CENTRAL ADMINISTRATION	2,426,444	4,298,026	1,462,576	2,550,451	1,087,875	59.3%
18 FINANCE	1,766,367	2,053,794	1,122,827	1,051,160	(71,667)	51.2%
19 ECONOMIC & COMM DEV	974,399	1,205,356	789,653	743,382	(46,271)	61.7%
20 POLICE	735,750	895,817	452,609	485,608	32,999	54.2%
21 FIRE	462,114	629,870	293,879	330,743	36,864	52.5%
22 PUBLIC WORKS	876,422	1,288,795	614,074	538,467	(75,607)	41.8%
23 GENERAL SRVCS/SUPPORT SERVICES	1,636,920	2,307,929	946,760	1,138,628	191,868	49.3%
24 INFORMATION TECHNOLOGY	520,894	627,746	293,368	277,528	(15,840)	44.2%
25 ENGINEERING:ADMINISTRATION	1,492,092	2,004,250	970,118	1,105,512	135,394	55.2%
26 ENGINEERING:GENERAL SERVICES	1,976,991	5,223,103	938,853	1,560,181	621,328	29.9%
27 WATER CUSTOMER SERVICE	3,300,450	2,622,889	2,133,579	1,656,433	(477,146)	63.2%
28 WATER DISTRIBUTION & MAINTENANCE	9,215,913	12,438,161	6,413,389	5,941,181	(472,208)	47.8%
29 WASTEWATER MAINTENANCE	9,071,813	13,140,644	5,405,081	5,370,948	(34,133)	40.9%
30 COLUMBIA CANAL WTP	6,169,284	8,066,591	3,550,087	3,992,593	442,506	49.5%
31 LAKE MURRAY WTP	6,303,431	8,485,511	3,655,008	3,738,300	83,292	44.1%
32 METRO WWTP	14,264,090	20,218,188	8,139,344	7,920,261	(219,083)	39.2%
33 WATER SYSTEMS IMPROVEMENTS	2,607,590	2,465,133	1,282,445	1,384,852	102,407	56.2%
34 WASTEWATER SYSTEMS IMPROVEMENTS	1,326,912	1,977,727	866,060	944,508	78,448	47.8%
35 REAL ESTATE WATER	245,852	398,051	149,864	169,517	19,653	42.6%
36 REAL ESTATE WASTE	223,533	361,536	143,180	163,336	20,156	45.2%
37 WATER/SEWER IMPROVEMENTS	9,850,807	0	1,141,958	2,179,300	1,037,342	0.0%
38 TOTAL DEPARTMENT	75,448,068	90,709,117	40,764,712	43,242,889	2,478,177	47.7%
EXPENDITURES - NON-DEPARTMENTAL & MISC.						
40 DEBT SERVICE	13,429,718	32,085,999	10,158,133	13,960,589	3,802,456	43.5%
41 DEPRECIATION	37,303,595	0	0	0	0	0.0%
42 TUITION REIMBURSEMENT	5,000	35,000	3,750	750	(3,000)	2.1%
43 TECHNOLOGY CONTINGENCY	55,902	57,634	15,134	17,203	2,069	29.8%
44 EMPLOYEE TRAINING	50,000	50,000	25,000	25,000	0	50.0%
45 ECONOMIC DEVELOPMENT SPECIAL PROJECTS	53,500	78,500	53,500	53,500	0	68.2%
46 RESERVE	0	1,107,320	0	0	0	0.0%
47 ADMINISTRATIVE	1,492,960	0	0	0	0	0.0%
48 NON-DEPARTMENTAL BAD DEBT	1,363,546	268,900	978	798	(180)	0.3%
49 TOTAL NON-DEPARTMENTAL	53,754,221	33,683,353	10,256,495	14,057,840	3,801,345	41.7%
51 TOTAL EXPENDITURES	129,202,289	124,392,470	51,021,207	57,300,729	6,279,522	46.1%
TRANSFERS OUT						
54 TO GENERAL FUND	2,270,000	4,189,680	1,513,333	2,793,120	1,279,787	66.7%
55 TO FEMA GRANT	0	10,000,000	0	0	0	0.0%
56 TO WATER/SEWER IMPROVEMENTS	0	12,380,700	0	0	0	0.0%
57 TO RISK MANAGEMENT	500,000	630,000	333,333	420,000	86,667	66.7%
58 TO GENERAL TORT	594,094	250,000	0	166,667	166,667	66.7%
59 TO HEALTH INSURANCE	923,687	0	0	0	0	0.0%
60 TO SEWER TORT	191,495	0	0	0	0	0.0%
61 TO AUTO TORT	15,476	0	0	0	0	0.0%
62 TO WORKER'S COMP	283,466	0	0	0	0	0.0%
63 TO CENTRAL STORES	0	250,000	0	166,667	166,667	66.7%
64 TO GEN ADM INFO TECH	475,000	475,000	316,667	316,667	0	66.7%
65 TO PURCHASING	816,302	500,000	451,705	584,525	132,820	116.9%
66 TOTAL TRANSFERS OUT	6,069,520	28,675,380	2,615,038	4,447,646	1,832,608	15.5%
68 TOTAL WATER/SEWER EXP & TRF	135,271,809	153,067,850	53,636,245	61,748,375	8,112,130	40.3%
71 TOTAL SURPLUS (DEFICIT)	14,510,308	0	41,252,641	34,304,094		

City of Columbia
Water/Sewer Summary - Revenue & Expenditures - Actual to Budget Variance
As of 02/28/2018

As of 02/28/2018		UNAUDITED					
		BUDGET PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	BUDGET CURRENT YEAR THRU FEB 2018	ACTUAL CURRENT YEAR THRU FEB 2018	ACTUAL TO BUDGET VARIANCE THRU FEB 2018	% ANNUAL BUDGET
REVENUE							
1	INTERGOVERNMENTAL REVENUES	0	0	0	0	0	0.0%
2	CHARGES FOR SERVICES	141,805,000	150,741,688	100,494,459	94,135,737	(6,358,722)	62.4%
3	FINES & FORFEITURES	300,000	510,166	340,111	445,084	104,973	87.2%
4	MISCELLANEOUS REVENUE	10,000	27,716	18,477	3,882	(14,595)	14.0%
5	INTEREST REVENUES	950,000	1,445,709	963,806	1,418,609	454,803	98.1%
6	RENTS & SALE OF PROPERTY	150,000	160,721	107,147	49,157	(57,990)	30.6%
7	CONTRIBUTIONS	0	0	0	0	0	0.0%
8	UNAPPROPRIATED SURPLUS	223,215	181,850	121,233	0	(121,233)	0.0%
9	TOTAL REVENUE	143,438,215	153,067,850	102,045,233	96,052,469	(5,992,764)	62.8%
TRANSFERS IN							
11	FROM OTHER FUNDS	0	0	0	0	0	0.0%
12	TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
TOTAL WATER/SEWER REV & TRF							
		143,438,215	153,067,850	102,045,233	96,052,469	(5,992,764)	62.8%
EXPENDITURES - DEPARTMENTS							
17	CENTRAL ADMINISTRATION	2,584,236	4,298,026	2,865,351	2,550,451	(314,900)	59.3%
18	FINANCE	4,111,219	2,053,794	1,369,196	1,051,160	(318,036)	51.2%
19	ECONOMIC & COMM DEV	1,175,484	1,205,356	803,571	743,382	(60,189)	61.7%
20	POLICE	629,778	895,817	597,211	485,608	(111,603)	54.2%
21	FIRE	490,207	629,870	419,913	330,743	(89,170)	52.5%
22	PUBLIC WORKS	1,338,058	1,288,795	859,197	538,467	(320,730)	41.8%
23	GENERAL SRVCS/SUPPORT SERVICES	1,788,764	2,307,929	1,538,619	1,138,628	(399,991)	49.3%
24	INFORMATION TECHNOLOGY	620,540	627,746	418,497	277,528	(140,969)	44.2%
25	ENGINEERING:ADMINISTRATION	1,567,106	2,004,250	1,336,167	1,105,512	(230,655)	55.2%
26	ENGINEERING:GENERAL SERVICES	3,146,247	5,223,103	3,482,069	1,560,181	(1,921,888)	29.9%
27	WATER CUSTOMER SERVICE	3,438,551	2,622,889	1,748,593	1,656,433	(92,160)	63.2%
28	WATER DISTRIBUTION & MAINTENANCE	11,330,917	12,438,161	8,292,107	5,941,181	(2,350,926)	47.8%
29	WASTEWATER MAINTENANCE	13,111,874	13,140,644	8,760,429	5,370,948	(3,389,481)	40.9%
30	COLUMBIA CANAL WTP	7,280,606	8,066,591	5,377,727	3,992,593	(1,385,134)	49.5%
31	LAKE MURRAY WTP	7,108,716	8,485,511	5,657,007	3,738,300	(1,918,707)	44.1%
32	METRO WWTP	19,201,107	20,218,188	13,478,792	7,920,261	(5,558,531)	39.2%
33	WATER SYSTEMS IMPROVEMENTS	2,967,248	2,465,133	1,643,422	1,384,852	(258,570)	56.2%
34	WASTEWATER SYSTEMS IMPROVEMENTS	1,504,850	1,977,727	1,318,485	944,508	(373,977)	47.8%
35	REAL ESTATE WATER	262,625	398,051	265,367	169,517	(95,850)	42.6%
36	REAL ESTATE WASTE	229,574	361,536	241,024	163,336	(77,688)	45.2%
37	WATER/SEWER IMPROVEMENTS	0	0	0	2,179,300	2,179,300	0.0%
38	TOTAL DEPARTMENT	83,887,707	90,709,117	60,472,745	43,242,889	(17,229,856)	47.7%
EXPENDITURES - NON-DEPARTMENTAL & MISC.							
40	DEBT SERVICE	31,030,000	32,085,999	21,390,666	13,960,589	(7,430,077)	43.5%
41	DEPRECIATION	0	0	0	0	0	0.0%
42	TUITION REIMBURSEMENT	35,000	35,000	23,333	750	(22,583)	2.1%
43	TECHNOLOGY CONTINGENCY	503,039	57,634	38,423	17,203	(21,220)	29.8%
44	EMPLOYEE TRAINING	50,000	50,000	33,333	25,000	(8,333)	50.0%
45	ECONOMIC DEVELOPMENT SPECIAL PROJECTS	78,500	78,500	52,333	53,500	1,167	68.2%
46	RESERVE	3,217,000	1,107,320	738,213	0	(738,213)	0.0%
47	ADMINISTRATIVE	0	0	0	0	0	0.0%
48	NON-DEPARTMENTAL BAD DEBT	300,000	268,900	179,267	798	(178,469)	0.3%
49	TOTAL NON-DEPARTMENTAL	35,213,539	33,683,353	22,455,569	14,057,840	(8,397,729)	41.7%
TOTAL EXPENDITURES							
		119,101,246	124,392,470	82,928,313	57,300,729	(25,627,584)	46.1%
TRANSFERS OUT							
54	TO GENERAL FUND	0	4,189,680	2,793,120	2,793,120	0	66.7%
55	TO FEMA GRANT	10,000,000	10,000,000	6,666,667	0	(6,666,667)	0.0%
56	TO WATER/SEWER IMPROVEMENTS	13,231,969	12,380,700	8,253,800	0	(8,253,800)	0.0%
57	TO RISK MANAGEMENT	500,000	630,000	420,000	420,000	0	66.7%
58	TO GENERAL TORT	0	250,000	166,667	166,667	0	66.7%
59	TO HEALTH INSURANCE	0	0	0	0	0	0.0%
60	TO SEWER TORT	0	0	0	0	0	0.0%
61	TO AUTO TORT	0	0	0	0	0	0.0%
62	TO WORKER'S COMP	0	0	0	0	0	0.0%
63	TO CENTRAL STORES	130,000	250,000	166,667	166,667	0	66.7%
64	TO GEN ADM INFO TECH	475,000	475,000	316,667	316,667	0	66.7%
65	TO PURCHASING	0	500,000	333,333	584,525	251,192	116.9%
66	TOTAL TRANSFERS OUT	24,336,969	28,675,380	19,116,920	4,447,646	(14,669,274)	15.5%
TOTAL WATER/SEWER EXP & TRF							
		143,438,215	153,067,850	102,045,233	61,748,375	(40,296,858)	40.3%
TOTAL SURPLUS (DEFICIT)							
		0	0	0	34,304,094		

City of Columbia

Stormwater Summary - Revenue & Expenditures - Current to Prior Year Variance

As of 02/28/2018

UNAUDITED

	ACTUAL PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	ACTUAL PRIOR YEAR THRU FEB 2017	ACTUAL CURRENT YEAR THRU FEB 2018	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
REVENUE						
1 CHARGES FOR SERVICES	7,413,636	12,583,300	4,914,238	8,423,481	3,509,243	66.9%
2 INTEREST REVENUES	73,652	46,800	106,843	137,972	31,129	294.8%
3 RENTS & SALE OF PROPERTY	18,920	0	12,413	12,404	(9)	0.0%
4 TOTAL REVENUE	7,506,208	12,630,100	5,033,494	8,573,857	3,540,363	67.9%
TRANSFERS IN						
6 TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
8 TOTAL STORMWATER REV & TRF	7,506,208	12,630,100	5,033,494	8,573,857	3,540,363	67.9%
EXPENDITURES - DEPARTMENTS						
11 STREETS:STORM DRAIN MAINTENANCE	1,528,320	2,237,852	1,036,730	944,785	(91,945)	42.2%
12 SOLID WASTE STREET SWEEPING	858,798	1,483,739	539,876	599,377	59,501	40.4%
13 STORM WATER:OPERATIONS	41	0	41	0	(41)	0.0%
14 STORM WATER:ENGINEERING	2,716,153	2,626,333	974,387	931,362	(43,025)	35.5%
15 REAL ESTATE STORM WATER	89,402	148,883	57,585	65,338	7,753	43.9%
16 STORM DRAIN MAINTENANCE	0	0	0	69,300	69,300	0.0%
17 PROPERTY ACQUISITION	18,427	0	11,138	3,068	(8,070)	0.0%
18 TOTAL DEPARTMENT	5,211,141	6,496,807	2,619,757	2,613,230	(6,527)	40.2%
EXPENDITURES - NON-DEPARTMENTAL & MISC.						
20 DEPRECIATION	1,175,554	0	0	0	0	0.0%
21 EMPLOYEE PAY RAISES	0	84,793	0	0	0	0.0%
22 RESERVE	0	3,294,700	0	0	0	0.0%
23 ADMINISTRATIVE	114,369	1,793,800	0	0	0	0.0%
24 BAD DEBT EXPENSE	453	0	0	0	0	0.0%
25 TOTAL NON-DEPARTMENTAL	1,290,376	5,173,293	0	0	0	0.0%
27 TOTAL EXPENDITURES	6,501,517	11,670,100	2,619,757	2,613,230	(6,527)	22.4%
TRANSFERS OUT						
30 TO GENERAL FUND	0	560,000		373,333		
31 TO CAPITAL PROJECTS FUND	50,000	0	0	0	0	0.0%
32 TO STORM WATER IMPROVEMENTS	0	400,000	0	0	0	0.0%
33 TO USDA GRANT	226,557	0	226,557	0	(226,557)	0.0%
34 TO GENERAL TORT	47,210	0	0	0	0	0.0%
35 TO HEALTH INSURANCE	73,401	0	0	0	0	0.0%
36 TO SEWER TORT	15,217	0	0	0	0	0.0%
37 TO AUTO TORT	1,230	0	0	0	0	0.0%
38 TO WORKER'S COMP	22,526	0	0	0	0	0.0%
39 TOTAL TRANSFERS OUT	436,141	960,000	226,557	373,333	(226,557)	38.9%
41 TOTAL STORMWATER EXP & TRF	6,937,658	12,630,100	2,846,314	2,986,563	(233,084)	23.6%
44 TOTAL SURPLUS (DEFICIT)	568,550	0	2,187,180	5,587,294		

City of Columbia
Stormwater Summary - Revenue & Expenditures - Actual to Budget Variance
As of 02/28/2018

As of 02/28/2018		UNAUDITED					
		BUDGET PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	BUDGET CURRENT YEAR THRU FEB 2018	ACTUAL CURRENT YEAR THRU FEB 2018	ACTUAL TO BUDGET VARIANCE THRU FEB 2018	% ANNUAL BUDGET
	<u>REVENUE</u>						
1	CHARGES FOR SERVICES	7,135,000	12,583,300	8,388,867	8,423,481	34,614	66.9%
2	INTEREST REVENUES	100,000	46,800	31,200	137,972	106,772	294.8%
3	RENTS & SALE OF PROPERTY	0	0	0	12,404	12,404	0.0%
4	TOTAL REVENUE	7,235,000	12,630,100	8,420,067	8,573,857	153,790	67.9%
5	<u>TRANSFERS IN</u>						
6	TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
7							
8	TOTAL STORMWATER REV & TRF	7,235,000	12,630,100	8,420,067	8,573,857	153,790	67.9%
9							
10	<u>EXPENDITURES - DEPARTMENTS</u>						
11	STREETS:STORM DRAIN MAINTENANCE	2,111,158	2,237,852	1,491,901	944,785	(547,116)	42.2%
12	SOLID WASTE STREET SWEEPING	1,236,811	1,483,739	989,159	599,377	(389,782)	40.4%
13	STORM WATER:OPERATIONS	0	0	0	0	0	0.0%
14	STORM WATER:ENGINEERING	2,261,223	2,626,333	1,750,889	931,362	(819,527)	35.5%
15	REAL ESTATE STORM WATER	90,799	148,883	99,255	65,338	(33,917)	43.9%
16	STORM DRAIN MAINTENANCE	0	0	0	69,300	69,300	0.0%
17	PROPERTY ACQUISITION	0	0	0	3,068	3,068	0.0%
18	TOTAL DEPARTMENT	5,699,991	6,496,807	4,331,205	2,613,230	(1,717,975)	40.2%
19	<u>EXPENDITURES - NON-DEPARTMENTAL & MISC.</u>						
20	DEPRECIATION	0	0	0	0	0	0.0%
21	EMPLOYEE PAY RAISES	0	84,793	56,529	0	(56,529)	0.0%
22	RESERVE	0	3,294,700	2,196,467	0	(2,196,467)	0.0%
23	ADMINISTRATIVE	0	1,793,800	1,195,867	0	(1,195,867)	0.0%
24	BAD DEBT EXPENSE	0	0	0	0	0	0.0%
25	TOTAL NON-DEPARTMENTAL	0	5,173,293	3,448,862	0	(3,448,862)	0.0%
26							
27	TOTAL EXPENDITURES	5,699,991	11,670,100	7,780,067	2,613,230	(5,166,837)	22.4%
28							
29	<u>TRANSFERS OUT</u>						
30	TO GENERAL FUND	0	560,000	373,333	373,333	(0)	66.7%
31	TO CAPITAL PROJECTS FUND	0	0	0	0	0	0.0%
32	TO STORM WATER IMPROVEMENTS	1,535,009	400,000	266,667	0	(266,667)	0.0%
33	TO USDA GRANT	0	0	0	0	0	0.0%
34	TO GENERAL TORT	0	0	0	0	0	0.0%
35	TO HEALTH INSURANCE	0	0	0	0	0	0.0%
36	TO SEWER TORT	0	0	0	0	0	0.0%
37	TO AUTO TORT	0	0	0	0	0	0.0%
38	TO WORKER'S COMP	0	0	0	0	0	0.0%
39	TOTAL TRANSFERS OUT	1,535,009	960,000	640,000	373,333	(266,667)	38.9%
40							
41	TOTAL STORMWATER EXP & TRF	7,235,000	12,630,100	8,420,067	2,986,563	(5,433,504)	23.6%
42							
43							
44	TOTAL SURPLUS (DEFICIT)	0	0	0	5,587,294		



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Utility Operations

FROM: *Joey Jaco, Director of Utility Operations*

SUBJECT: Water and Sewer Rate Study Update - Mr. Robert Chambers,
MBA, Principal Consultant at Black and Veatch

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Columbia FY 2018 Water and Wastewater Rate Study (Financial Plan Results - Final)(PDF)



Columbia Water

Drinking Water • Wastewater • Stormwater

Water and Wastewater Rate Study

City of Columbia, SC

April 17, 2018

BUILDING A WORLD OF DIFFERENCE®



BLACK & VEATCH



Agenda

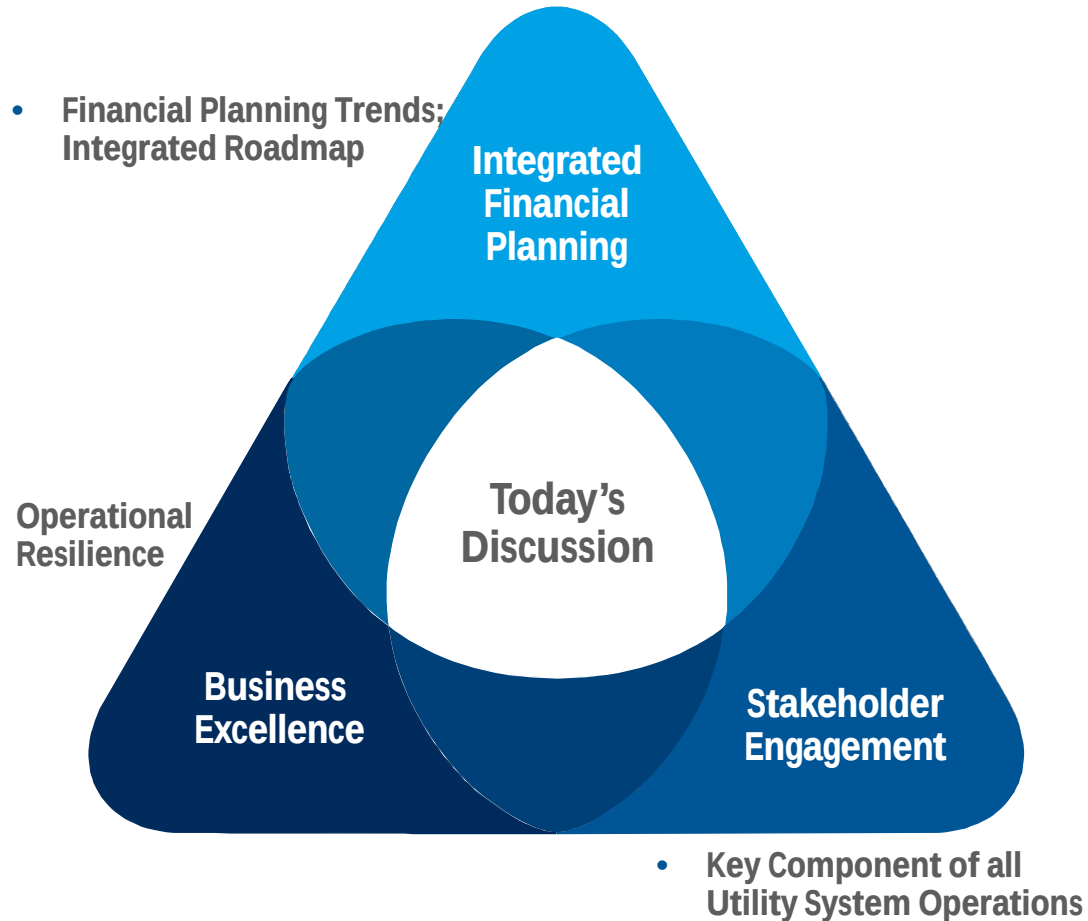
- **Columbia's Drivers**
- **Assumptions**
- **Financial Plan**
- **Utility Bill Impacts**
- **Questions**



Columbia's Drivers



Drivers

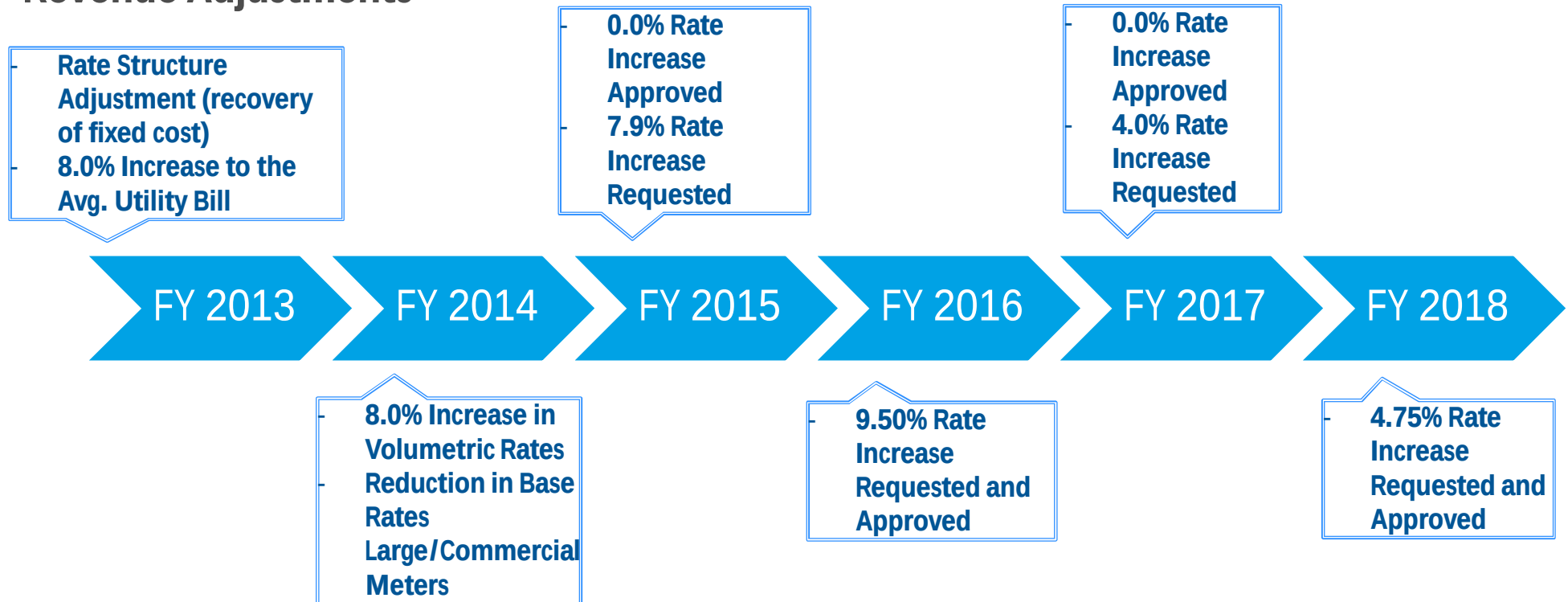


- **Increased Demand for Utility Services**
 - Organic Growth & Significant Usage Customers
- **Diverse, Informed, & Focused Customer Base**
 - Enhanced Stakeholder Engagement
- **Sustainable Implementation of Capital & Operating Programs**
 - People, Processes, & Technology
- **Maintain Revenue Stability & Financial Metrics**



How did we get here?

Willingness to “Take Action”: Implementation of Annual Water and Wastewater Revenue Adjustments



1. In FY 2013, the City implemented structural water and wastewater rate adjustments.
2. In FY 2014, the City implemented a decrease in base rates and an increase in volumetric rates.



How did we get here?

FY 2017 through FY 2022 Financial Planning Scenario

LINE	DESCRIPTION	2017	2018	2019	2020	2021	2022
1	Revenue Increase	0.0%	4.75%	13.0%	7.4%	7.3%	6.4%
	Fiscal Year 2017 Projections (\$ Millions)						
2	Revenue from Proposed Rates	\$131.7	\$139.7	\$159.5	\$173.0	\$187.4	\$201.3
3	O&M Expense	\$76.8	\$87.9	\$91.5	\$95.1	\$98.9	\$102.9
4	Debt Service	\$29.4	\$32.1	\$37.7	\$43.5	\$48.8	\$53.8
5	Cash Funded CIP	\$14.3	\$12.3	\$26.6	\$32.0	\$37.1	\$42.0
6	Transfers and Other Expenditures	\$4.4	\$4.4	\$4.4	\$4.4	\$4.4	\$4.4
7	Transfer for Flood	\$10.0	\$10.0				
8	Capital Outlay	\$3.0	\$3.1	\$3.2	\$3.4	\$3.5	\$3.6
9	Operating Balance (To meet financial metrics)	\$5.4	\$3.1	\$3.5	\$3.7	\$3.9	\$3.9
10	Total Revenue Requirements	\$143.2	\$152.9	\$166.9	\$182.1	\$196.6	\$210.6
11	Less: Other Revenues and Adjustments	\$11.5	\$13.2	\$7.4	\$9.1	\$9.2	\$9.3
12	Net Revenue Requirements to be Recovered by Revenue from Rates	\$131.7	\$139.7	\$159.5	\$173.0	\$187.4	\$201.3
13	Debt Service Coverage	2.26	2.02	2.00	2.00	2.00	2.00
14	Target Debt Service Coverage Ratio	2.00	2.00	2.00	2.00	2.00	2.00



Assumptions



Revenue

- **Rate Revenues**
 - **Estimated FY 2018 as a Starting Point = \$137.0 million**
 - **1.0 % Growth in Customer Accounts**
- **Other Revenues**
 - **Estimate FY 2018 as a Starting Point = \$11.1 million**
 - **Loss of Ni-America**
 - **Service end early FY 2018 as compared to the forecast FY 2019**
 - **Lower Richland County Agreement Adjustment**
 - **Other revenue sources are projected to increase by 1.0% per year**
 - **Interest Income**
 - **0.5% per year**



FY 2018 & FY 2019 Revenue Comparison

		Fiscal Years:		
Line	Description	2018 ⁽¹⁾	2019 ⁽¹⁾	Difference
Existing Revenues:				
1	Water Service - Existing Rates	\$ 84,818	\$ 85,662	1.0%
2	Wastewater Service - Existing Rates	52,154	52,921	1.5%
3	Total Existing Revenues	\$ 136,972	\$ 138,582	1.2%
Additional Revenue Required ⁽²⁾ :				
	Fiscal Year	% Increase		
4	2019		\$13,528	
5	Total User Rate Revenues	\$ 136,972	\$ 152,111	11.1%
6	Billing Adjustments	\$ (1,642)	\$ (901)	-45.1%
7	Other Revenue Sources ⁽³⁾	12,752	10,787	-15.4%
8	Total System Revenues	\$ 148,082	\$ 161,996	9.4%

Notes:

1. All revenues outlined herein are presented in thousands of dollars.
2. Line 4, the proposed additional revenue required represents the forecasted increase in FY 2019 revenues. No rate increase is simulated for FY 2018 in this summary of total system revenues.
3. Line 7, revenues associated with Ni-America ended in early FY 2018, so no Ni-America revenues are forecasted for FY 2019.



Revenue Requirements

- **O&M: FY 2019 Budget as a Starting Point = \$91.7 million**
 - Annual Increase in O&M of 4.0%, reviewed and adjusted annually
 - General Inflation
 - Clean Water 2020 Efforts
 - Incremental O&M associated with Special Service Agreements
- **Outstanding Debt Service Payment = \$32.1 million**
 - New Money Revenue Bond Issuances from FY 2019 through FY 2023
- **Other Expenditures**
 - Annual “Pay-Go” funded from Rate Revenues (Capital Requirements)
 - “Flood Fund” transfer stops starting in FY 2019
 - West Columbia Capital Costs Scheduled



History of Typical Bill Adjustment

DESCRIPTION	FISCAL YEAR	
	2008	2018
Historical Typical Residential Bill	\$37.37	\$54.94
Average Annual Increase	3.9%	

The increase in the typical residential water and sewer bill from FY 2008 to FY 2018 reflects an annual average increase of 3.9%

Note:

- Reflects the typical bill for a residential customer with a 5/8" meter and 800 cubic feet of water usage (approximately 6 thousand gallons)



Revenue Adjustments

- **Balanced Approach to meeting Utility System Obligations**
 - **Operating & Capital Obligations**
- **Maintain the Target Debt Service Coverage Rate – 2.00**
- **Combination of Debt and Rate Revenue Financing**
- **Proposing a 9.76% increase in Combined Systems Revenues in FY 2019**
 - **The Revenue Increase is applied across the Water and Sewer Systems**
 - **Revenues generated from the proposed FY 2019 9.76% revenue increase are applied to fund:**
 - **Operating & Capital Obligations**



Financial Plan



Financial Plan – Base Case

- For the Period FY 2019 through FY 2023

Base Case – Assumptions	Base Case - Additional Assumptions
Conditions: - 9.76% Revenue Increase in FY 2019 - 1.0% Growth in Customers - \$120 Million Annual CIP • \$40 Million – Water; and • \$80 Million – Sewer - Combination of Debt and Cash Financing • 28.6% Cash; • 70.7% Revenue Bonds; and • 0.7% West Columbia - Financial Metrics • Maintain the required Financial Metrics • Debt Service Coverage • Fund Balance Reserve	Conditions: - 1 Year Capitalized Interest - Lost of Ni-America Revenue - No contribution to Flood Fund starting in FY 2019 - Billing adjustment end in FY 2021 (QRM) - Jushi and CWS • Includes the incremental O&M • Includes the forecasted CWS revenues - Richland County revenue adjustment - Annual Bond Issuance (FY 2018 – FY 2023) • \$96.5 million, \$96.7 million, \$88.1 million, \$83.9 million, \$81.9 million, & \$73.3 million

Financial Plan – Base Case

<u>Line</u>	<u>Description</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
1	Water Service - Existing Rates	\$ 85,662	\$ 86,513	\$ 87,373	\$ 88,241	\$ 89,118
2	Wastewater Service - Existing Rates	52,921	53,440	53,964	54,495	55,029
3	Total Service Revenue - Existing Rates	\$ 138,582	\$ 139,953	\$ 141,337	\$ 142,736	\$ 144,147
	Additional Revenue Required:					
	<u>Fiscal Year</u>	<u>% Increase</u>				
4	2019	9.76%	13,528	13,662	13,798	13,935
5	2020	5.98%		9,185	9,276	9,368
6	2021	8.97%			14,748	14,895
7	2022	7.28%				13,169
8	2023	6.78%				13,293
9	Total Additional Revenue Required	\$ 13,528	\$ 22,847	\$ 37,822	\$ 51,367	\$ 65,169
10	Other Revenue and Adjustments	\$ 9,885	\$ 9,679	\$ 10,093	\$ 10,568	\$ 10,663
11	Total Revenues	\$ 161,996	\$ 172,479	\$ 189,252	\$ 204,670	\$ 219,979
12	Operating Expense	\$ 91,696	\$ 95,683	\$ 99,937	\$ 103,934	\$ 108,092
13	Net Revenues after Operations	\$ 70,300	\$ 76,796	\$ 89,315	\$ 100,736	\$ 111,887
14	Outstanding Debt Service	\$ 32,086	\$ 32,085	\$ 32,084	\$ 32,087	\$ 32,088
15	Projected Future Debt Service	3,139	\$ 6,277	\$ 12,568	\$ 18,299	\$ 23,757
16	Total Debt Service	\$ 35,224	\$ 38,363	\$ 44,652	\$ 50,386	\$ 55,845
17	Cash Funded CIP from Current Revenues	\$ 21,500	\$ 24,300	\$ 30,000	\$ 35,000	\$ 39,800
18	Transfers and Other Expenditures	\$ 6,379	\$ 6,466	\$ 6,558	\$ 6,652	\$ 6,751
19	Capital Outlay	\$ 3,666	\$ 3,813	\$ 3,965	\$ 4,124	\$ 4,289
20	Annual Operating Balance	\$ 3,531	\$ 3,854	\$ 4,141	\$ 4,574	\$ 5,203
21	Debt Service Coverage Ratio	 2.00	 2.00	 2.00	 2.00	 2.00

Capital Financing Plan – Base Case

LINE	DESCRIPTION	SCENARIOS					
		2018	2019	2020	2021	2022	2023
	Fiscal Years 2017-2021 Capital Financing Plan (\$ Millions)						
Sources of Capital Project Funds:							
1	Capital Contributions from West Columbia	\$1.5	\$0.3	\$1.5	\$1.8	\$0.5	\$0.3
2	Cash Funded CIP	\$22.0	\$23.0	\$30.4	\$34.3	\$37.6	\$46.4
Project Fund Deposits from Revenue Bonds:							
3	Fiscal Year 2018	\$96.5					
4	Fiscal Year 2019		\$96.7				
5	Fiscal Year 2020			\$88.1			
6	Fiscal Year 2021				\$83.9		
6	Fiscal Year 2022					\$81.9	
7	Fiscal Year 2023						\$73.3
8	Total Project Fund Deposits from Revenue Bonds	\$96.5	\$96.7	\$88.1	\$83.0	\$81.9	\$73.3
9	Total Funds Available for CIP	\$120.0	\$120.0	\$120.0	\$120.0	\$120.0	\$120.0
10	Cash Funded CIP as % of Total	18.3%	19.2%	25.3%	28.6%	31.3%	38.7%
Uses of Capital Project Funds:							
11	Water System Capital Projects	\$40	\$40	\$40	\$40	\$40	\$40
12	Wastewater System Capital Projects	\$80	\$80	\$80	\$80	\$80	\$80
13	Total Funds Required for CIP	\$120	\$120	\$120	\$120	\$120	\$120

Financial Plan Summary

Line	Description	Base Case
1	Proposed FY 2019 Revenue Increase	9.76%
2	Capital Financing (FY 2018 – FY 2023):	
	- Percent Bond	70.7%
	- Percent Operating Funds (Cash)	28.6%
	- West Columbia	0.7%
3	FY 2019 Debt Service Coverage	2.00

Utility Bill Impacts



Utility Bill Impacts – Residential

		Water			Sewer			Total				
	Usage	Usage	Existing	Proposed	Bill Diff	Existing	Proposed	Bill Diff	Existing	Proposed	Bill Diff	Bill Diff
	CF	Gallons	\$	\$	%	\$	\$	%	\$	\$	%	\$
	0	0	\$ 6.91	\$ 7.58	9.76%	\$ 6.91	\$ 7.58	9.76%	\$ 13.82	\$ 15.17	9.76%	\$ 1.35
	100	748	\$ 6.91	\$ 7.58	9.76%	\$ 10.50	\$ 11.52	9.76%	\$ 17.41	\$ 19.11	9.76%	\$ 1.70
	200	1,496	\$ 6.91	\$ 7.58	9.76%	\$ 14.09	\$ 15.47	9.76%	\$ 21.00	\$ 23.05	9.76%	\$ 2.05
	300	2,244	\$ 6.91	\$ 7.58	9.76%	\$ 17.68	\$ 19.41	9.76%	\$ 24.59	\$ 26.99	9.76%	\$ 2.40
	400	2,992	\$ 9.39	\$ 10.31	9.76%	\$ 21.27	\$ 23.35	9.76%	\$ 30.66	\$ 33.65	9.76%	\$ 2.99
	500	3,740	\$ 11.87	\$ 13.03	9.76%	\$ 24.86	\$ 27.29	9.76%	\$ 36.73	\$ 40.31	9.76%	\$ 3.58
	600	4,488	\$ 14.35	\$ 15.75	9.76%	\$ 28.45	\$ 31.23	9.76%	\$ 42.80	\$ 46.98	9.76%	\$ 4.18
	700	5,236	\$ 16.83	\$ 18.47	9.76%	\$ 32.04	\$ 35.17	9.76%	\$ 48.87	\$ 53.64	9.76%	\$ 4.77
Avg. Use	800	5,984	\$ 19.31	\$ 21.19	9.76%	\$ 35.63	\$ 39.11	9.76%	\$ 54.94	\$ 60.30	9.76%	\$ 5.36
	900	6,732	\$ 21.79	\$ 23.92	9.76%	\$ 39.22	\$ 43.05	9.76%	\$ 61.01	\$ 66.96	9.76%	\$ 5.95
	1,000	7,480	\$ 24.27	\$ 26.64	9.76%	\$ 42.81	\$ 46.99	9.76%	\$ 67.08	\$ 73.63	9.76%	\$ 6.55
	1,100	8,228	\$ 26.75	\$ 29.36	9.76%	\$ 46.40	\$ 50.93	9.76%	\$ 73.15	\$ 80.29	9.76%	\$ 7.14
	1,200	8,976	\$ 29.23	\$ 32.08	9.76%	\$ 49.99	\$ 54.87	9.76%	\$ 79.22	\$ 86.95	9.76%	\$ 7.73
	1,300	9,724	\$ 31.71	\$ 34.80	9.76%	\$ 53.58	\$ 58.81	9.76%	\$ 85.29	\$ 93.61	9.76%	\$ 8.32
	1,400	10,472	\$ 34.19	\$ 37.53	9.76%	\$ 57.17	\$ 62.75	9.76%	\$ 91.36	\$ 100.28	9.76%	\$ 8.92
	1,500	11,220	\$ 36.67	\$ 40.25	9.76%	\$ 60.76	\$ 66.69	9.76%	\$ 97.43	\$ 106.94	9.76%	\$ 9.51
	1,600	11,968	\$ 39.15	\$ 42.97	9.76%	\$ 64.35	\$ 70.63	9.76%	\$ 103.50	\$ 113.60	9.76%	\$ 10.10
	1,700	12,716	\$ 41.63	\$ 45.69	9.76%	\$ 67.94	\$ 74.57	9.76%	\$ 109.57	\$ 120.26	9.76%	\$ 10.69
	1,800	13,464	\$ 44.11	\$ 48.42	9.76%	\$ 71.53	\$ 78.51	9.76%	\$ 115.64	\$ 126.93	9.76%	\$ 11.29
	1,900	14,212	\$ 46.59	\$ 51.14	9.76%	\$ 75.12	\$ 82.45	9.76%	\$ 121.71	\$ 133.59	9.76%	\$ 11.88
	2,000	14,960	\$ 49.07	\$ 53.86	9.76%	\$ 78.71	\$ 86.39	9.76%	\$ 127.78	\$ 140.25	9.76%	\$ 12.47

Utility Bill Comparisons - Residential

Water and Sewer Monthly Residential Bill (5,984 Gallons)



Questions

BUILDING A WORLD OF DIFFERENCE

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BUILDING A WORLD OF DIFFERENCE®



20 February, 2018





We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Budget & Program Management

FROM: *Missy Caughman,*

SUBJECT: Fiscal Year 2018/2019 Budget Workshop - Ms. Melisa Caughman, Budget and Program Management Director

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** Budget Memo 4 April 17 WS SW PF(PDF)



We Are Columbia

MEETING DATE: April 12, 2018

DEPARTMENT: Budget & Program Management 

FROM: Missy Caughman, Budget & Program Management Director

SUBJECT: Fiscal Year 2018/19 Proposed Budget - Water & Sewer, Storm Water & Parking

The April 17th Budget Workshop will begin with a presentation on the Water and Sewer Rate Study which will lead us into our discussion on the proposed FY 18/19 Water and Sewer Budget followed by Storm Water Fund and Parking Fund budgets.

Water & Sewer Fund

The FY 18 /19 proposed Water & Sewer budget is \$161,996,000; an increase of \$9,110,000, 6% over the current year budget. The proposed budget is based upon the adjustments recommended in the rate study that is now conduct annually. The budget includes a \$21,500,000 transfer to Water & Sewer Capital Improvement Program and is the budgeted cash used to fund the annual \$120,000,000 improvement program of the water and sewer system. The remainder of funding will come from bond proceeds and use of fund balance. The capital improvement program reflects a priority on Clean Water 2020 programs to meet the EPA Consent Decree requirements; additional funding for water quality projects and funding for a phased-in implementation of an automated meter reading system (AMI/AMR).

Growth in revenues are due primarily to normal customer growth, revenues generated from contract customers and reflects the revenues generated from the proposed rate adjustments. The rate study includes a thorough analysis of revenues, expenses, operating parameters and future demands on the system. Staff continues to focus effort on efficiencies, improvements and customer service as a whole. Through the Clean Water 2020 program, the City has been preparing for the commitments related to the EPA Consent Decree for the past several years. Through this initiative, we have identified the programs and projects related to the operation of the sewer system that will meet the requirements of the EPA Consent Decree.

Expenditures for operating departments, non-operating departments and non-departmental budgets total \$134,201,320; an increase of \$9,910,000 or 6% from the current year budget. The increases are due primarily to normal increases in chemicals and electricity, non-capital maintenance projects, additions of new water and sewer system positions needed to address system maintenance and operational needs, capital equipment purchases and for efforts to improve customer response. Another significant portion of the increase in all department budgets is related to the increase in the State Retirement System increase from 12.56% to 14.56% and the increase in employee health insurance. Every department reflects an increase due to these increased costs.

Transfers Out totals \$27,794,680 which is a net decrease of \$800,000 or 2.8%. The reduction due to no longer setting aside funds for repairs that resulted from the October 2015 Flood Recovery Program. Over the past two (2) years, we have set aside \$20,000,000 for recovery efforts as we seek reimbursements through FEMA and the State of South Carolina. Included in transfers out is the budgeted cash portion of the Water and Sewer Capital Improvement Program (CIP) in the amount of \$21,500,000; an increase of \$9,200,000 over the current year based on the projections of the required cash

for debt service calculations. Also included is the indirect cost allocation to the General Fund and is in the same amount as the current year, \$4,189,680. This amount is a calculation based upon the services provided by the General Fund to the utility systems. This number is not final until we finalize the budgets.

Water & Sewer Capital Improvement Program

The Water & Sewer CIP totals \$120,000,000 of which \$40,000,000 is for Water projects and \$80,000,000 is for sewer related projects. The Water CIP includes funding to convert to automatic meter reading (AMI/AMR) system that we anticipate a phased-in implementation of \$15,000,000 per year. Sewer CIP focuses on projects for the Clean Water 2020 program. The Water & Sewer operating fund includes the transfer of approximately \$21,500,000 in budgeted cash for the CIP. The remaining \$98,500,000 will be funded from proposed bond proceeds and from fund balance.

Storm Water Fund Highlights

The FY 18/19 Storm Water Proposed budget is \$13,466,499, an increase of \$836,399 or 6.6%. The increase is based upon the scheduled rate increase approved last year by City Council as part of a 5 year comprehensive program to fund in \$93,000,000 improvements to our city-wide storm water system. This program is aimed at helping to address issues with citywide nuisance flooding. The proposed rate will increase from \$11.80 to \$12.54 per equivalent residential unit (ERU) per month; an increase of \$.74 per month or 6%. This increase amounts to an increase of \$8.88 per year for primarily residential homes and will vary by parcel for businesses.

The budget includes an increase in operating department budgets that reflects the addition of 7 additional positions and capital needed for the increased activity of the storm water improvement program. Also reflected in the Storm Water budget is the increase in State Retirement System and employee health insurance.

Parking Fund

The FY 2018/2019 Parking Budget is \$8,692,988; an increase of \$684,757 or 9% from the current year. The Parking Fund is focused on providing quality customer service, operating clean and safe parking facilities and working with Economic Development to assist in attracting business to downtown. The parking fund is committed to provide equitable and quality services and the best possible parking value to Columbia's community.

Revenues from parking garages, lots, meters and non-moving violations make up the majority to the revenues for the parking system. Operating revenues total \$7; an increase of \$685,000, or 9% over the current year budget. Growth in revenues is related to the addition of \$300,000 in new revenues generated from the Passport Parking program, addition of new and enforcement of existing parking services contracts and improvements in the overall operations of the parking system. The budget reflects use of fund balance in the amount of \$440,937.

Expenditures by operating departments total \$4,976,259; an increase of \$678,061 or 16%. Several items contribute to the overall increase in the operating budget. As previously mentioned, all department budgets reflect an increase for employee health insurance and State retirement rates.

Parking Services proposed budget is \$3,184,520 and reflects an increase of \$805,303 over the current year budget. Approximately \$100,000 of the increase is attributed to the addition of two (2) new parking enforcement monitor positions for salary and fringes. These two positions are being added for an expanded Residential Parking Enforcement program to address the growing number of daily issues with the number of complaints related to the enforcement of residential parking areas. Other personnel increase is for the transfer of six (6) Parking Meter shop positions from Parking Facilities to Parking Services. There is an offset decrease in Parking Facilities budget for that transfer. The addition of the annual contract with Passport parking services is \$300,000, most of which is offset with new revenues generated through the program and increased services provided. Parking Services to provide safe and well-maintained parking for Columbia's Business Community, Employees, and Visitors, as well as provide efficient and courteous customer service.

Parking Facilities proposed budget is \$1,492,042 and reflects a net decrease of \$187,620. This reduction is the result of a decrease of approximately \$375,000 for the personnel transferred to Parking Services and an increase of approximately \$200,000 requested to focus on addressing operating and facilities maintenance needs of the system. Painting and cleaning of the garages, scheduled maintenance and signage are all necessary expenses and activities for the upkeep of our garages so that they are well maintained and appealing for customers.

We look forward to our continued budget discussions and staff will be prepared to answer questions you may have with regards to the information presented.

WATER/SEWER OPERATING FUND SUMMARY
PROPOSED FY 2018/2019

	ACTUAL FY 16/17	BUDGET FY 17/18	REQUESTED FY 18/19	Increase / (Decrease)	% Change
<u>REVENUE</u>					
WATER SALES	83,465,739	89,058,186	97,402,576		
SEWER SALES	51,692,808	61,666,337	62,062,997		
MISCELLANEOUS REVENUE	14,036	44,881	45,042		
FINES AND FORFEITURES	656,011	510,166	656,500		
TOTAL OPERATING REVENUES	135,828,594	151,279,570	160,167,115	8,887,545	5.9%
<u>NON-OPERATING REVENUE & TRANSFERS IN</u>					
INTEREST	1,054,117	1,445,709	1,666,557		
RENTS & USE OF PROPERTY	178,416	160,721	162,328		
FROM WATER/SEWER IMPROVEMENT					
CONTRIBUTED CAPITAL	9,909,405				
TOTAL NON-OPERATING REVENUES	11,141,938	1,606,430	1,828,885	222,455	13.8%
TOTAL REVENUE & TRANSFERS IN	146,970,532	152,886,000	161,996,000	9,110,000	6.0%
<u>EXPENDITURES</u>					
<u>Operating Departments & Non-Departmental</u>					
FINANCE	1,766,367	2,053,794	2,106,381		
FIRE HYDRANT MAINTENANCE	462,114	629,870	663,192		
POLICE - CSO/PUBLIC SAFETY	736,132	895,817	1,430,055		
PUBLIC WORKS-STREET REPAIR	885,939	1,288,795	1,603,411		
GENERAL SERVICES PUBLIC BLDGS.	1,637,475	2,307,929	2,354,426		
GIS MANAGEMENT	520,948	627,746	660,399		
CUSTOMER CARE CENTER	2,436,825	4,296,531	4,761,862		
UTILITIES	48,544,917	64,900,104	66,028,953		
ENGINEERING	7,881,347	12,402,025	12,647,624		
COLA / MERITS			833,656		
TOTAL OPERATING	64,872,064	89,402,611	93,089,959	3,687,348	4.1%
<u>Non-Operating Departments & Non-Departmental</u>					
ECONOMIC DEV DEPARTMENT	974,425	1,205,356	1,246,785		
TOTAL NON-OPERATING DEPARTMENTS	974,425	1,205,356	1,246,785	41,429	3.4%
DEPRECIATION	37,303,595				
DEBT SERVICE	17,246,845	32,085,999	35,224,748		
ECONOMIC DEV SPECIAL PROJECTS	53,500	78,500	78,500		
TECHNOLOGY REPLACEMENTS	55,902	57,634	200,000		
NON-DEPARTMENTAL	55,000	35,000	35,000		
BAD DEBT	2,856,506	268,900	795,328		
RESERVE	0	1,157,320	3,531,000		
TOTAL NON-DEPARTMENTAL OPERATING	57,571,348	33,683,353	39,864,576	6,181,223	18.4%
<u>TRANSFERS OUT</u>					
TO GENERAL FUND/INDIRECT COST ALLOCATION	2,270,000	4,189,680	4,189,680		
TO FEMA/FLOOD RECOVERY	0	10,000,000	0		
TO WATER/SEWER CAPITAL IMP.		12,300,000	21,500,000		
TO INTERNAL SERVICE FUNDS	3,799,520	2,105,000	2,105,000		
TOTAL TRANSFERS	6,069,520	28,594,680	27,794,680	(800,000)	-2.8%
TOTAL BUDGET	129,487,357	152,886,000	161,996,000	9,110,000	6.0%
TOTAL SURPLUS/(DEFICIT)	17,483,175	0	0		

STORM WATER OPERATING SUMMARY
PROPOSED FY 2018/2019

	ACTUAL FY 16/17	BUDGET FY 17/18	REQUESTED FY 18/19		
<u>REVENUE</u>					
<u>Operating Revenue</u>					
STORM WATER FEE	7,385,286	12,548,300	13,378,499		
STORM WATER INSPECTIONS	13,700	20,000	15,000		
STORM WATER REVIEW	14,650	15,000	20,000		
TOTAL OPERATING REVENUES	7,413,636	12,583,300	13,413,499	830,199	6.6%
<u>Non-operating Revenue & Transfers</u>					
INTEREST & USE OF PROPERTY	62,594	46,800	53,000		
TRANSFER FROM STORM WATER IMPROVEMENTS	444,345	0	0		
TOTAL NON-OPERATING REVENUES	506,939	46,800	53,000	6,200	13.2%
TOTAL REVENUES & TRANSFERS IN	7,920,575	12,630,100	13,466,499	836,399	6.6%
<u>EXPENDITURES</u>					
DEPARTMENTS					
ENGINEERING	2,806,143	2,175,216	2,910,335		
PUBLIC WORKS	2,435,309	3,721,591	3,980,033		
COLA/MERIT			80,000		
TOTAL DEPARTMENTS	5,241,452	5,896,807	6,970,368	1,073,561	18.2%
NON-DEPARTMENTAL EXPENSES					
GRANT MATCH		200,000	0		
DEPRECIATION	0	84,793			
DEBT SERVICE		1,593,800	2,732,000		
BAD DEBT	453	0	0		
RESERVE	0	3,294,700	3,204,131		
TOTAL NON-DEPARTMENTAL	453	5,173,293	5,936,131	762,838	14.7%
<u>TRANSFERS OUT</u>					
TO GENERAL FUND/INDIRECT COST ALLOCATION		560,000	560,000		
TO STORM WATER CAPITAL PROJECTS		1,000,000	0		
TOTAL OTHER	0	1,560,000	560,000	-1,000,000	-64.1%
TOTAL BUDGET	5,241,905	12,630,100	13,466,499	836,399	6.6%
TOTAL SURPLUS/(DEFICIT)	2,678,670	0	0		

PARKING OPERATING FUND SUMMARY
PROPOSED FY 2018/2019

	ACTUAL FY 16/17	BUDGET FY 17/18	REQUESTED FY 18/19	Increase / (Decrease)	% Change
<u>OPERATING REVENUES</u>					
STREET PARKING METERS	2,567,160	2,350,000	2,700,000		
PARKING GARAGES	2,858,040	2,756,726	2,771,726		
PARKING LOTS	415,247	202,400	352,400		
MISCELLANEOUS REVENUE	49,542	9,250	10,250		
VALIDATIONS	268	0	4,000		
IN-OUT PARKING	67,300	60,000	60,000		
PARKING METER BAG FEE	174,692	60,000	125,000		
NON-MOVING VIOLATIONS	1,997,601	1,900,000	2,000,000		
TOTAL REVENUE	8,129,850	7,338,376	8,023,376	685,000	9%
<u>NON-OPERATING & TRANSFERS IN</u>					
INTEREST REVENUE	65,672	120,000	120,000		
RENTS & USE OF PROPERTY	114,273	108,675	108,675		
FROM FUND BALANCE	0	441,180	440,937		
TOTAL NON-OPERATING & TRANSFERS	179,945	669,855	669,612	(243)	0%
TOTAL REVENUES & TRANSFERS IN	8,309,795	8,008,231	8,692,988	684,757	9%
<u>EXPENDITURES</u>					
<u>Operating Departments</u>					
FINANCE - PARKING PAYMENT SERVICES	128,803	137,895	120,761		
PARKING ADMINISTRATION	529,296	0	0		
PARKING SERVICES	1,344,858	2,379,217	3,184,520		
PARKING FACILITIES	1,601,897	1,679,662	1,492,042		
PUBLIC WORKS	82,004	101,424	103,936		
COLA / MERITS			75,000		
TOTAL OPERATING DEPARTMENTS	3,686,858	4,298,198	4,976,259	678,061	16%
<u>Non-Departmental</u>					
DEPRECIATION	1,648,286	0	0		
DEBT SERVICE	1,704,650	2,808,033	2,809,729		
NON-DEPARTMENTAL/MISC.	112,309	15,000	5,000		
BAD DEBT / YEAR END ACCRUALS	(9,572)		0		
RESERVE			10,000		
TOTAL NON-DEPARTMENTAL	3,455,673	2,823,033	2,824,729	1,696	0%
<u>TRANSFERS OUT</u>					
TO GENERAL FUND	500,000	500,000	500,000		
TO CAPITAL IMPROVEMENTS		0	0		
TO RISK MANAGEMENT	0	180,000	185,000		
TO CENTRAL STORES	0	207,000	207,000		
TOTAL TRANSFERS	500,000	887,000	892,000	5,000	1%
TOTAL BUDGET	7,642,531	8,008,231	8,692,988	684,757	9%
TOTAL SURPLUS/(DEFICIT)	667,264	0	0		



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Ordinance No.: 2018-001 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-106. Hours of sale restricted for commercial establishments which allow for on-premises consumption of beer, ale, porter and/or wine

FINANCIAL IMPACT:

STRATEGIC GOALS: Foster a healthy quality of life

ATTACHMENTS:

- **#a:** 2018-001 amend Sec. 14-106 Hours of sale restricted for commercial establishments (on premises consumption) lr31918(PDF)

ORDINANCE NO.: 2018-001

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-106. Hours of sale restricted for commercial establishments which allow for on-premises consumption of beer, ale, porter and/or wine

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2018, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-106 Hours of sale restricted for commercial establishments which allow for on-premises consumption of beer, ale, porter and/or wine is hereby repealed in its entirety and amended to read as follows:

(a) **Definitions.** The following definitions apply for the purposes of this section:

Beer, ale, porter and wine are defined as stated in Section 61-4-10 of the Code of Laws of South Carolina 1976, as amended from time to time.

Citation means credible evidence of any attempt to commit any crime, regulation, ordinance or code which is either documented or investigated by a law enforcement agency, fire marshal, license inspector or code enforcement officer and results in a formal document summoning the accused to any court or administrative panel; or a conviction for a violation of any crime, ordinance or code in this section.

Commercial establishment means any individual, firm, partnership, cooperative nonprofit membership, corporation, joint venture, professional association, estate, trust, business trust, receiver, syndicate holding company, or other group or combination acting as a unit, in the singular or plural, and the agent or employee having charge or control of a commercial establishment in the absence of the principal.

Drinking establishment means any commercial establishment which allows for on premises consumption of beer, ale, porter and/or wine. For purposes of this ordinance, a drinking establishment includes any eating establishment which allows for on premises consumption regardless of the nature of its zoning or the business type as determined by the business license administrator.

Incident means credible evidence of any attempted or of any of the listed crimes, ordinances or codes in this section which is either documented or investigated by a law enforcement agency, fire marshal, license inspector or code enforcement officer or a conviction for a violation of the crimes, ordinances or codes in this section.

Permit holder means the name of the individual who is the successful applicant for the extended hours operating Permit or the agent for the business on the extended hours operating permit if the applicant is a business entity.

Permit period means the period of time from 2:00 a.m. until sunrise or the time the commercial establishment is required by state law to close, whichever may be the latest time.

Permit year is the calendar year or any portion thereof for which an extended operating hours permit has been issued and which expires on June 30th.

(b) **Hours of operations for drinking establishments.**

(1) ~~Commercial~~ **Drinking** establishments ~~that allow for the on-premises consumption of beer, ale, porter and/or wine shall be prohibited from operating, selling, being open to the public or allowing consumption of beer, ale, porter or wine after 2:00 a.m. on Mondays through Saturdays. It shall be unlawful to operate, sell or allow the consumption of beer, ale, porter or wine on Mondays through Saturdays after 2:00 a.m., without having a valid extended hours permit issued by the City of Columbia pursuant to this section.~~

(2) ~~Under a program established by the city manager, commercial establishments that allow for the on-premises consumption of beer, ale, porter and/or wine~~

(c) **Extended hours operating permit; application, requirements.**

1. A **drinking establishment** may seek exemption to subsection (1) (b) to operate after 2:00 a.m. until sunrise or the time the commercial establishment is required by state law to close, whichever may be the latest time on Mondays through Saturdays, ~~upon application and proof of business policies or practices that comply with the~~

LEGAL DEPARTMENT DRAFT

following: by obtaining an extended hours operating permit issued by the Columbia Police Department upon a form approved for such use by the Chief of Police, or his designee.

a. ~~The commercial establishment shall not allow any drinking contests or games, or contests involving disrobing, or "wet t-shirt", "Girls Gone Wild"™ or similar contests will be held or advertised at the commercial establishment unless the commercial establishment is licensed to operate as a sexually oriented business. No agent, employee or independent contractor for the commercial establishment will encourage or permit this prohibited behavior by the patrons, unless the business is licensed to operate as a sexually oriented business.~~

2. All extended hours operating permits shall be issued for one calendar year, or any portion thereof, and shall expire on June 30.

3. All extended hours operating permits shall only be issued in the name of a person, or business entity, who is also the named holder of the City of Columbia business license for that business.

4. Applicants shall pay a nonrefundable application fee of \$100.00, along with any permit fees required under this section.

5. No drinking establishment may apply for an extended hours operating permit unless the drinking establishment has been in operation in that location for a period of twenty-four months prior to the date of the application.

6. Applications shall include a security plan to be approved by the Columbia Police Department as a condition of issuance of the permit.

7. Extended operating hours permits shall be conspicuously displayed at the entry way of the commercial establishment.

8. Extended hours operating permits are not transferable.

9. Applications shall include a current copy of the menu of food options offered by the drinking establishment during the permit period.

10. Applications shall include proof of the drinking establishment's liability insurance and workers' compensation insurance for the permit period.

(d) *Terms and conditions of extended hours operating permits.*

1. Any drinking establishment which holds an extended hours operating permit shall fully cooperate with any law enforcement or fire agency seeking to inspect, investigate or enforce the laws or regulations of the City of Columbia, State of South Carolina or the United States of America during the permit period.

2. If a violation of any laws, ordinances or regulations should occur during the permit year, or if any circumstance or situation of public health or safety should occur at the business during the permit year, the City of Columbia may require reasonable corrective measures be taken by the permit holder to include, but not be limited to: additional training for drinking establishment staff, periodic inspections, revision of fire safety or security plans, employment of additional staff, or such other and further corrective measures to ensure the safety of the drinking establishment patrons and employees. Any corrective measures required under this section are in addition to, and do not replace, or create a condition of, any other penalty, relief or remedy available under law.

3. Upon issuance of this permit, the permit holder agrees that during the permit period, all of its employees are an agent of the business for the limited purpose of being placed on notice of conditions, incidents or citations which occur.

4. During the permit period, the permit holder must offer for sale food items from the current menu approved with the extended hours operating permit application.

f. 5. ~~The commercial drinking establishment must have in place and maintain current at all times liquor liability insurance and workers' compensation insurance. The commercial establishment shall provide the city proof of such insurance at the time of application for the permit an exemption and at any other time the city may request. A lapse or cancellation of the insurance coverage will result in a suspension of the extended hours operating permit until insurance is reinstated.~~

6. As part of the security plan, the permit holder shall establish a policy that:

(i) Requires all floor managers, bartenders and wait staff to maintain certification in Serve Safe Alcohol, TIPS or Lexington Richland Alcohol and Drug Abuse Council's PREP training on determining when a customer is underage or apparently intoxicated or approved training as specified approved by the City of Columbia Police Department extended hours exemption permit program procedural guide;

(ii) Prohibits employees from serving alcohol to underage or apparently intoxicated customers; and,

(iii) Requires the commercial ~~drinking~~ establishment, its agents and employees to enforce a policy of refusing further alcohol service to ~~underage or intoxicated~~ customers ~~at that point~~.

~~e. 7. For those commercial Drinking establishments required to~~ ~~may~~ utilize security agency personnel to ~~primarily~~ exercise security functions, as defined by Section 40-18-20, et seq., of the Code of Laws of South Carolina 1976, as amended ~~from time to time, under subsection (3) if~~ such security agency shall be ~~is~~ licensed by the State of South Carolina. ~~The security agency shall also be licensed and by the City of Columbia.~~

~~d. 8. No alcohol consumption will be permitted in the parking lots under the control of the commercial drinking establishment as prohibited by law. No alcohol consumption will be permitted outside of any roofed, decked, café-style areas or encroachment areas authorized by Columbia City Council, nor shall any glass or metal containers of any kind be permitted to leave the roofed, decked, café-style areas of the commercial drinking establishment or encroachment areas authorized by Columbia City Council. The commercial drinking establishment will establish policies and security resources to assure compliance.~~

~~9. During the permit period, the drinking establishment may not offer drinks at any discount or special price. All drinks are to be sold at the regularly established price of the drinking establishment.~~

~~e. The commercial establishment must have in place and maintain current at all times all licenses and permits required by state or local law.~~

~~f. The commercial establishment must have in place and maintain current at all times liquor liability insurance and workers' compensation insurance. The commercial establishment shall provide the city proof of such insurance at the time of application for an exemption or at any other time the city may request.~~

~~g. Upon city request, the commercial establishment will consult with the City of Columbia Police Department and provide such security as is recommended by that Department that recognizes individual circumstances of the commercial establishment.~~

~~h. All commercial establishments seeking an exemption under this subsection shall complete an application provided by the business license division. Extended operating hours permits shall be issued for one calendar year or any portion thereof and shall expire on June 30. Applicants shall pay a nonrefundable application fee of \$50.00 (to be equally divided between the business license division and the police department) for each exemption or any renewal or reinstatement thereof. Applicants applying for reinstatement of a revoked exemption shall have a fire safety plan approved by the fire department and shall attend and complete the fire department's Nightclub Safety Seminar prior to reinstatement of the exemption, if any of the incidents resulting in the revocation were related to a violation of the fire code. Exempted commercial establishments shall receive an extended operating hours permit which shall be conspicuously displayed at the entry way of the commercial establishment. Extended operating hours permits are not transferable. Extended operating hours permits shall be immediately removed upon revocation.~~

~~i. Any application for an initial, renewal or reinstatement of an exemption shall be denied if the application is incomplete or contains a misrepresentation, false or misleading statement or a material fact. If it is discovered that any application for an initial, renewal or reinstatement of an exemption was incomplete or contained a misrepresentation, false or misleading statement or a material fact after an exemption has been granted then the granted exemption shall be immediately revoked. The commercial establishment shall comply with subsection (1) for a period of 12 months before applying for another exemption and must be incident free during the 12-month period in order to apply.~~

~~j. The denial of an application or revocation of an exemption shall be subject to an appeal process developed by the city manager and such appeal process shall be available on-line. An appeal shall be filed within 30 days of notice. The notice shall include the appeal process and appeal period.~~

~~(3) If the commercial establishment is not the victim of the incident, but shall have on the premises under its control, during the permit year attempted or accomplished robberies or larcenies, breaches of the peace, drug offenses, assaults, public nuisances, violations related to unlawful service of alcohol to minors or to already intoxicated persons or violations of the fire code related to occupancy loads and exits on the premises, hereinafter collectively "incidents," occurring during the permit period and at any time the commercial establishment is open for business; then:~~

~~a. For a second incident of the first two incidents during the permit year the commercial establishment shall employ security agency personnel on a ratio of one to per 100 occupancy based on the permitted load occupancy~~

rounded up to the next 100 within 30 days of notice. Failure to provide the required security within 30 days of notice shall result in the immediate revocation of the exemption and permit, and the commercial establishment shall comply with subsection (1) for a period of 12 months before applying for another exemption and must be incident free during the 12-month period in order to apply.

b. For a third incident during the permit year, then the granted exemption shall be immediately revoked and the commercial establishment shall comply with subsection (1) for a period of three months before applying for another exemption. The commercial establishment must be incident free during the revocation period in order to reapply for reinstatement of its exemption. In the event of an incident during the revocation period, the commercial establishment shall comply with subsection (1) for a period of 12 months before applying for another exemption and must be incident free during the 12-month period in order to apply.

c. For a fourth incident during the permit year, then the granted exemption shall be immediately revoked and the commercial establishment shall comply with subsection (1) for a period of 12 months before applying for another exemption and must be incident free during the 12-month period in order to apply.

(4) For subsection (3), the issue of business accountability for incident occurrence shall be subject to an appeal process developed by the city manager and such appeal process shall be available on-line. An appeal shall be filed within 30 days of notice. The notice shall include the appeal process and appeal period.

(5) Police officers, fire marshals, license inspectors and/or code enforcement officers shall have the authority to administer the provisions of this section as to business accountability for incidence occurrence, proof of compliance, permit violations and revocation.

(e) Penalties; suspension or revocation.

1. In addition to any administrative remedy available under this section, any violation of any requirement of this section is criminally enforceable in the municipal court as provided in Section 1-5 of the Code of Ordinances of the City of Columbia.

2. Extended hours operating permits are the property of the City of Columbia and shall immediately be surrendered to the Columbia Police Department upon revocation, cancellation or suspension.

3. If any application submitted under this section is incomplete or does not contain the requirements outlined, the permit shall not be issued until the application is complete and all requirements are met. Failure by the applicant to submit the required information or to correct the deficiency in sixty (60) days will result in denial of the application.

4. If three (3) or more administrative, criminal, or fire citations, or a combination of same, are made against the permit holder or any of its employees in a 30-day period, the extended hours operating permit shall be suspended for a period of ninety (90) days. Two such suspensions in a permit year will result in denial of any renewal application for a period of two (2) complete permit years.

5. If any application submitted under this section contains a misrepresentation, or a false or misleading statement, as may be determined by the Chief of Police, his designee, the permit shall be immediately revoked.

6. Any permit issued by this section may be revoked under Article II of Chapter 8 of the Code of Ordinances of the City of Columbia. Once revoked, no permit application under this section will be considered for two (2) complete permit years.

7. The Chief of Police, in his discretion, may suspend any permit issued under this section for a reasonable period of time, not to exceed fourteen (14) days, to investigate the facts and circumstances of any condition which is an immediate threat to health or safety of the public, the business patrons or employees.

(f) Fees.

Permits shall be issued upon the payment of the following permit fees:

Permit Application Fee	\$100.00
Initial Permit	\$2,500.00
Renewal of Permit with no citations for the previous permit year	\$1000.00

Renewal of permit with two or more administrative citations of laws or regulations of intoxicating liquors, beer, wine, ale or porter, or the taxation of same during the previous permit year	\$3,000.00
Renewal of permit if the permit holder or any of its employee shall commit two or more criminal citations of laws or regulations of intoxicating liquors, beer, wine, ale or porter during the previous permit year	\$5,000.00
Renewal of permit if two or more citations of laws, ordinances or regulations regarding fire safety, including occupancy limits during the previous permit year	\$5,000.00
Renewal after having a 90 day suspension as provided in Section 14-106(e)4 during the permit year	\$10,000.00

(g) *Appeals.*

1. The permit holder may make a written demand to the city manager for a *de novo* review of any action taken under this ordinance. This review does not stay the action against permit, but a hearing will be scheduled with the city manager as soon as possible. The review must be received by the city manager before the time specified in the notice. The review may be faxed or emailed to the city manager. The written demand shall include an address and a contact number, either phone or facsimile, in order for the person to be informed of the hearing location, date and time. The city manager may amend or modify the action, or when appropriate under the facts presented, extend the time for compliance by the owner to such date as the city manager may determine. The decisions of the city manager are final, and shall be delivered in written form within ten days and mailed to the address provided.

2. Any appeal of the city manager's administrative decision is final and reviewable by the circuit court in the same procedure and manner as state licensing appeals under Section 1-23-380, et. seq. of the Code of Laws of South Carolina, as amended from time to time, incorporated herein by express reference.

This ordinance is effective as of _____.

Requested by:

Public Safety Committee

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

Public Hearing:

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

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

PURPOSE: Amanda Creel Godfrey v. City of Columbia, et al.

Wynter Odom, et al. v. City of Columbia

Frank J. Cumberland, Jr., Individually and as Class Representatives v. City of Columbia

Cricket Store 17 v. City of Columbia (Taboo)

Resolution No.: R-2018-032 Authorizing the City Attorney's Office to institute a civil action against Dominion Carolina Gas Transmission, LLC, with South Carolina Electric and Gas, Santee Cooper Power Cooperative and New Heights Church as interested parties seeking a Declaratory Judgment and Injunctive Relief regarding a prescriptive easement for an Access Road to the Harbison 2 Pump Station located at 5501 Broad River Road, Richland County TMS #06200-01-24

City of Columbia, et al. v. Hotelguides.com, Inc., et al.

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Reign Living

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Discussion of negotiations incident to the proposed purchase of property pursuant to S.C. Code §30-4-70(a)(2)

PURPOSE: Edisto Court

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Council is asked to approve the March 6, 2018 City Council Meeting Minutes.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MN_03_06_2018_D (PDF)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 6, 2018

WORK SESSION - 2:00 P.M.

The Columbia City Council conducted a Work Session on Tuesday, March 6, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:10 p.m. and the following members of Council were present: the Honorable Sam Davis, the Honorable Tameika Isaac Devine, the Honorable Howard E. Duvall, Jr., the Honorable Edward H. McDowell, Jr., and the Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah was absent. Also present were Mr. Jeff Palen, Acting City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

Mayor Benjamin acknowledged that City Manager Teresa Wilson was out on medical leave and asked for prayers as she recovers.

INVOCATION

The Honorable Edward H. McDowell, Jr. offered the invocation.

CITY COUNCIL DISCUSSION

1. Fiscal Year 2018 / 2019 General Fund Department Revenue Proposals - Ms. Missy Caughman, Budget and Program Management Director

Ms. Missy Caughman, Budget and Program Management Director explained that we are continuing our conversations about revenue proposals for the general fund. There are different types of revenue activities for the general fund. Property taxes generate 38% of the revenue stream to support the general fund budget, which is approximately \$140 million. We will present revenue options that help to cover the cost of services we offer and to equitably distribute the tax burden.

Mr. Robert Anderson, Public Works Director explained that the department continues to add street lights throughout the City with the approval of City Council. We lease 9,400 lights from SCE&G and we own 2,330 lights. The City pays \$9.91 per 150 watt cobra head light and \$17.71 per 400 watt cobra head light. We add 68 lights per year and our annual average light bill is over \$2 million. We propose a \$5.00 per month per parcel fee for an estimated 45,506 parcels. This includes tax-exempt parcels, because everyone benefits from street lights. The estimated annual income is \$2.7 million.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 6, 2018**

Councilor Rickenmann said you would need to install lights everywhere if we do this. Mayor Benjamin inquired about the installation of smart lights that dim when there is inactivity and light up when there is activity.

Councilor Davis concurred.

Mr. Robert Anderson, Public Works Director said there is ROAM[®] lighting on Bull Street. You would need a direct line of sight back to a control center for the ROAM[®] system to work. The system can be installed on regular street lights, but you need Wi-Fi signals.

Mayor Benjamin said there are different types of systems. An initial investment may reduce the amount that needs to be spread across every parcel. I would like to see the cost and possibly dedicating the first year of the \$5.00 per month to upgrading lighting across the City with smart technology. We could still spread the burden but people would get a greater benefit.

Mr. Robert Anderson, Public Works Director said we've done well in the Vista with switching over to LED lighting and lowering the wattage. He noted that 95% of traffic lights are LEDs.

Councilor Duvall asked how the \$5.00 will be billed.

Ms. Missy Caughman, Budget and Program Management Director said we have to consider the method of collection.

Councilor McDowell said we must adequately assess areas where there is a void in lighting.

Mr. Robert Anderson, Public Works Director added that City forces maintain the city-owned lights and most of them are on main thoroughfares.

Mayor Benjamin mentioned an article where Los Angeles saved \$9 million per year with LED lighting and upgrades to smart poles. He asked how many parcels are non-taxable.

Councilor Devine said we must fully understand where our lighting issues are and we must address the equity of dispersed lighting.

Mr. Randy Davis, Parks and Recreation Director explained that they are adding swimming fees to the ordinance that hasn't been codified. The Art Center fees for classes are increasing by \$10 and we are adding fees for the cultural arts camp and the cultural arts specialty camp. The fees for swim team practice are not for the Drew Wellness Center.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 6, 2018

Councilor Davis suggested that Council discuss a policy for allowing kids to swim who may not be able to afford the fee.

Councilor Devine agreed that a policy should be in place. We need some form of verification of why the children can't pay to include a policy requiring adult supervision for liability purposes.

Mr. Randy Davis, Parks and Recreation Director said if it's the direction of Council, we will draft a policy. He presented the proposed event vendor user fees.

Councilor McDowell asked about past event vendor fees.

Mr. Randy Davis, Parks and Recreation Director said we have charged fees in the past, but this will allow for it to be codified.

Councilor Rickenmann suggested doing a cost analysis for operating events before voting and then putting a fee structure in place.

Mayor Benjamin inquired about recouping fees for accidents.

Ms. Missy Caughman, Budget and Program Management Director said we will discuss hazmat fees during the budget process. She presented the next steps for street light fees, which includes drafting an ordinance, conducting a public hearing, and determining an effective date.

Mayor Benjamin asked about using smart street lights. There are several technologies that can help us reach this goal and we can save tax payers' money.

Ms. Missy Caughman, Budget and Program Management Director sought clarity regarding the next steps for a Parks and Recreation public hearing. We propose having a public hearing in April.

Mayor Benjamin said before moving forward, we need to be clear on what we spend for vendor fees and we need to come up with criteria for families who can't afford the swimming fees.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 6, 2018**

2. Comprehensive Annual Financial Report for Fiscal Year ending June 30, 2017 - Mr. Bud Addison, Audit Senior Manager for Webster Rogers, LLP

Mr. Bud Addison, Audit Senior Manager for Webster Rogers, LLP outlined several financial highlights for fiscal year ended June 30, 2017. The water and sewer facilities fund revenues and expenses net profit decreased by approximately \$4 million and the parking facilities fund net position increased by \$246,145. The governmental activities for net pension liability finished at \$345,966,417, which included a net pension liability of \$151 million for state retirement. The general fund finished at a deficit of approximately \$285,000 due to a one-time fee for the sale of the parking garage.

Councilor Rickenmann sought clarity about using surplus funding and the general fund balance.

Mr. Jeff Palen, Assistant City Manager said spending surplus funds outside of what was originally budgeted could have a potential impact on the general fund.

Mr. Bud Addison, Audit Senior Manager for Webster Rogers, LLP reported that the water and sewer fund net cash flow decreased by \$39,890,119. Some of the cash is set aside for capital expenditures and debt payments.

Councilor Rickenmann sought clarity on the cash flow.

Mr. Jeff Palen, Assistant City Manager said the water and sewer rate study showed that we needed to target spending more cash for projects.

Mr. Bud Addison, Audit Senior Manager for Webster Rogers, LLP explained the new accounting and financial reporting requirements for governments whose employees are provided with Other Post-Employment Benefits (OPEB) and the requirements for GASB Statement No. 87 for reporting leases by governments. This will recognize a lease liability and an intangible right-to-use lease asset to include recognizing a lease receivable and a deferred inflow of resources. The requirements of this statement are effective after December 15, 2019. The City will implement the new guidelines with the 2021 financial statements. He reported that the Parks and Recreation camp fund net position has a deficit of \$32,537.

Mayor Benjamin recalled that the City allowed several children to participate without paying for the program.

This report was received as information.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 6, 2018

3. Boil Water Notification Process - Mr. Joey Jaco, P.E., Utility Operations Director

Mr. Joey Jaco, P.E., Utility Operations Director explained the difference between a boil water advisory and boil water notice. A boil water advisory is issued when there is a potential for contamination in the water system caused by a water main break, complication at the treatment plants, or a loss of pressure in a significant portion of the distribution system. A boil water notice is issued when there is a confirmed contamination. Once the necessary testing and repairs are complete a repeal is issued within twenty-four hours.

Councilor Rickenmann asked about a third party completing the tests.

Mr. Joey Jaco, P.E., Utility Operations Director said the City completes all testing. All active boil water advisories & repeals are available online through Nixel, which pushes alerts to Columbia Water social media via Facebook and Twitter. Everbridge automatically includes all available landline numbers. Customers can choose to receive alerts via cell phones, text, and email.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to enter into Executive Session at 4:01 p.m. for the discussion of **Items 4 through 8** as amended to include the discussion of hospitality taxes under **Item 8**. Mr. Rickenmann and Mr. Davis were not present for the vote.

4. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)
 - *Bull Street Development*
 - *Lower Richland Sewer Agreement*
 - *Bond Counsel*
5. Discussion of negotiations incident to the proposed purchase of property pursuant to S.C. Code §30-4-70(a)(2)
 - *North Columbia*
 - *Rosewood Community*
6. Receipt of legal advice relating to a pending, threatened or potential claim – S.C. Code §30-4-70(a)(2)
 - *Evalena Catoe as Personal Representative for the Estate of Richard Catoe, Jr., deceased, v. City of Columbia*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 6, 2018**

-
- *Frank J. Cumberland, Jr., Individually and as Class Representatives v. City of Columbia*
 - 7. Receipt of legal advice which relates to matter covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
 - *Boards and Commissions*
 - 8. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)
 - *Affordable Housing Initiative*

Council adjourned the Executive Session at 6:05 p.m.

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a Council Meeting on Tuesday, March 6, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:15 p.m. and the following members of Council were present: the Honorable Sam Davis, the Honorable Tameika Isaac Devine, the Honorable Howard E. Duvall, Jr., the Honorable Edward H. McDowell, Jr., and the Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

Miss Jaelyn Ellis, Master Justin Ellis, and Master Levi Pfeifer led the audience in the Pledge of Allegiance.

INVOCATION

The Honorable Edward H. McDowell, Jr. offered the invocation.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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ADOPTION OF THE AGENDA

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to adopt the agenda as amended to add the consideration of a directive for staff to pursue options for match funding for the Park Street improvements.

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

APPROVAL OF MINUTES

9. Council is asked to approve the February 20, 2018 City Council Meeting Minutes.

Upon a motion made by Mr. Devine and seconded by Mr. McDowell, Council voted unanimously to approve the February 20, 2018 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 10 THROUGH 23

Upon a single motion made by Mr. Davis and seconded by Mr. McDowell, Council voted unanimously to approve the **Consent Agenda Items 10 through 23**.

10. Council is asked to approve the Purchase of two (2) International Durastar 4000 Trash Trucks, as requested by the Fleet Services Division. Award to Carolina International Trucks, Inc. a certified Local Business Enterprise, using the SC State Contract in the amount of \$146,556.00. This vendor is located in Columbia, SC. *Funding Source: Utilities, Capital Replacement - Auto, Trucks, Heavy Equipment Capital: 6308972-658500. The original budgeted amount is \$150,380.00. - Approved*
11. Council is asked to approve the Purchase of two (2) Side Loader Refuse Trucks, as requested by the Fleet Services Division. Award to Carolina Environmental Systems, Inc. using the National Joint Powers Alliance Contract in the amount of \$528,800.00. This vendor is located in Kernersville, NC. *Funding Source: Capital Replacement - Auto, Trucks, Heavy-Equipment Capital; 6308972-658500. The original budgeted amount is \$528,800.00. - Approved*



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12. Council is asked to approve the Purchase of two (2) Air Sweeper Trucks, as requested by the Fleet Services Division. Award to TYMCO, Inc. using the Helping Governments Across the Country Cooperative Purchasing Agreement in the amount of \$560,540.00. This firm is located in Waco, TX. *Funding Source: Solid Waste Street Sweeping – Auto, Trucks, Heavy Equipment Capital; 5534408-658500. The original budgeted amount is \$599,999.40. - Approved*
13. Council is asked to approve the Purchase of a Custom Cab Pumper Fire Truck, as requested by the Fleet Services Division. Award to Safe Industries using the Helping Governments across the Country Cooperative Purchasing Agreement in the amount of \$582,830.00. This vendor is located in Easley, SC. *Funding Source: Capital Replacement–Auto, Trucks, Heavy Equipment Capital; 6308972-658500. The original budgeted amount is \$596,000.00. - Approved*
14. Council is asked to ratify an Emergency Procurement for the Repair of Asphalt Roadway and the Installation of a New Fire Hydrant at the intersection of Farrow Road and Pine Wedge Drive, as requested by Columbia Water. Award to G.H Smith Construction Co. a certified Local Business Enterprise, in the amount of \$50,100.00. This firm is located in Columbia, SC. *Funding Source: Engineering –SPC Contracts (W/S,SW); 5511706-638305. The original budgeted amount is \$50,100.00. - Approved*
15. Council is asked to ratify Emergency Project WM4432 for the Construction of a 6" Water Main at Windsong Point Lane and Windsong Island Lane, as requested by Columbia Water. Award to G.H Smith Construction Co. a certified Local Business Enterprise, in the amount of \$206,850.00 This firm is located in Columbia, SC. *Funding Source: Water & Sewer Capital Projects – Capital Projects Cost; 5529999-658650 WM4432. The original budgeted amount is \$206,850.00. - Approved*
16. Council is asked to approve an Agreement for Project SS7335-A; Services to Designate, Mark, and Record Easement Boundary over Sanitary Sewer Force Mains, as requested by Columbia Water. Award to American Engineering Consultants, Inc., in an amount not to exceed \$250,000.00. This firm is located in Cayce, SC. *Funding Source: Water Maintenance Budget; 5516205-638305. The original budgeted amount is \$250,000.00. - Approved*



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17. Council is asked to ratify an Emergency Procurement for eight (8) Waterline Breaks throughout the City, as requested by Columbia Water. Award to Carolina Tap and Bore, a certified Local Business Enterprise, in the amount of \$253,576.00. This firm is located in West Columbia, SC. *Funding Source: Engineering – SPC Contracts, (W/S, SW); 5511706-638305. The original budgeted amount is \$253,576.00. - Approved*

18. Council is asked to approve a Maintenance Services Agreement for the Devil's Ditch Waterway Project, as requested by Columbia Water. Award to Richland County in the amount of \$406,073.80. *Funding Source: CIP FY14/15 Stormwater; 5549999-SD838901-658650. The original budgeted amount is \$406,073.80. - Approved*

19. Council is asked to approve a Contract for Project SS7284; Train 1 Aeration Improvements at the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to M.B. Kahn Construction Co. Inc., in an amount not to exceed \$28,488,500.00. This firm located in Columbia, SC. *Funding Source: 5529999-658650; Water & Sewer Capital Project Cost. The original budgeted amount is \$18,000,000. The remaining balance of \$3,995,700 will be transferred from Unforeseen and Miscellaneous Project SS728801 and \$6,492,800 will be transferred from East Rocky Branch Improvements Phase II Project SS733702. This is a Clean Water 2020 Program Project and a Subcontracting Outreach Program Project. - Approved*

The following sub-consultants will provide additional services:

The DESA Group of Columbia, SC will provide pipe and air diffusers at 10% (\$2,845,023.00) of the contract value.

Corley Construction of Columbia, SC will provide hauling and material disposal services at 0.05% (\$14,400.00) of the contract value.

L.A. Barrier of Columbia, SC will provide furnishing stones at 0.15% (\$41,558.00) of the contract value.

K & D Masonry of Columbia, SC will provide concrete flat work, curb and gutter services at 0.28% (\$80,442.00) of the contract value.

Industrial HVAC of Boone, NC will provide HVAC services at 0.95% (\$272,000.00) of the contract value.

Harrelson Painting of Swansea, SC will provide painting services at 0.75% (\$215,000.00) of the contract value.

Heyward Services of Charlotte, NC will provide process equipment supplies at 12.4 % (\$3,526,885.00) of the contract value.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MARCH 6, 2018

Gregory Electric of Columbia, SC will provide electrical services at 21.7% (\$6,187,335.00) of the contract value.

Mr. Joey Jaco, P.E., Utility Operations Director explained that this project is to ensure that we are meeting our future discharge limits. We are installing a more modern aeration system at the Metro Wastewater Treatment Plant and it will offer many operational improvements. We met the requirements of the Subcontracting Outreach Program and the CDBE goals. We are building in the ability to expand.

20. Resolution No.: R-2018-007 Amending Resolution No.: R-2017-096 - Authorizing consumption of beer and wine only at the See Spot Run 5K Race and Family Festival in Earlewood Park to change the date of the event from Saturday, March 31, 2018 to Saturday, April 28, 2018 - *Approved*
21. Resolution No.: R-2018-014 - Authorizing consumption of beer and wine only at the Indie Grits Closing Day Concert in the 3900 and 4000 blocks of Monticello Road and 900 block of Jackson Avenue on Sunday, April 15, 2018 - *Approved*
22. Resolution No.: R-2018-016 - Authorizing consumption of beer and wine only at the NOCO Music Series in the Earlewood Park Amphitheater area on Tuesdays, March 6, April 3, May 1, June 5, September 4, October 2, November 6, 2018 with rain contingency dates of Tuesdays, March 13, April 10, May 8, June 12, September 11, October 9 and November 13, 2018 - *Approved*
23. Resolution No.: R-2018-017 - Authorizing consumption of beer and wine only at the Vedi, Vini, Bocce Fundraising Tournament for Special Olympics, SC in Earlewood Park on Sunday, March 18 2018 with a rain contingency date of Sunday, March 25, 2018 - *Approved*

RESOLUTION

24. Resolution No.: R-2018-018 - Permitting the Fire Department to collect money for the Muscular Dystrophy Association (March 21-23) – *Approved by a vote of five (5) to one (1).*

Councilor Duvall expressed concerns about the safety of firefighters collecting money at busy intersections. He said the amount of money being collected in boots could create a fiscal risk to the Fire Department and the City.



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Upon a motion made by Mr. Rickenmann and seconded by Mr. Davis, Council voted five (5) to (1) to approve Resolution No.: R-2018-018 - Permitting the Fire Department to collect money for the Muscular Dystrophy Association (March 21-23). Voting aye were Mayor Benjamin, Davis, Devine, McDowell, and Rickenmann. Voting nay was Duvall.

PRESENTATIONS

25. Recognition of Dr. Bobby Donaldson as the 2017 Stephen G. Morrison Visionary Award Recipient - The Honorable Mayor Stephen K. Benjamin - *This presentation was deferred.*
26. Childhood Cancer Awareness Day Proclamation - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin and the members of City Council proclaimed March 12, 2018 as Childhood Cancer Awareness Day in the City of Columbia.

27. Bleeding Disorders Awareness Month Proclamation - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin and the members of City Council proclaimed March 2018 as Bleeding Disorders Awareness Month in the City of Columbia.

28. American Red Cross Day Proclamation - The Honorable Stephen K. Benjamin

Mayor Benjamin and the members of City Council proclaimed March 20, 2018 as American Red Cross Day in the City of Columbia.

Ms. Allison Cranford, Chair of Central Carolina American Red Cross thanked the members of Council for the proclamation. She said for the past eight years, we have collected 1,821 units of blood from the City and it has helped save 5,463 lives. She presented an award to Kimberly Roof for her services to the American Red Cross.



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29. Historic Columbia Update - Ms. Kim Jamieson, Historic Columbia Board Liaison for the City of Columbia and Ms. Jaelyn Ellis, Student Volunteer

Ms. Kim Jamieson, Historic Columbia Board Liaison for the City of Columbia gave an update on the Mann-Simons Site. The Mann-Simons Site was a collection of commercial and domestic spaces owned and operated by African-American families from 1843 until 1970. The Columbia Housing Authority acquired the site and saved the main house, which opened as a museum in 1978. The site was renovated and reopened on September 17, 2016. The re-interpretation displays newer permanent exhibits, which tells a richer and more complex story of the African American families who lived and worked at the site. Since its reopening, visitations and social media engagements have increased and over 800 students have visited on guided field trips. She introduced Ms. Jaelyn Ellis, a student volunteer who was inspired by the family's history when she visited the Mann-Simons Cottage.

Ms. Jaelyn Ellis, Senior at Blythewood High School and student volunteer for the Historic Columbia said after learning about the rich African American history the site had to offer, I was excited. The Mann-Simons Cottage is significant to me, because it has documented its history since the 1800s. This inspired me to choose the site as a topic for my Girl Scouts Gold Award. Through working with Historic Columbia, I have learned how to better communicate with other youth and I have a better understanding of my local history. In the past, my family has searched for our ancestry, but we weren't successful due to limited documentation. The history of the site has expanded my interest and I have been more involved with exploring my genealogy. I appreciated the local history of the Mann-Simons Cottage because now I can share this knowledge and apply it to my everyday activities.

Ms. Kim Jamieson, Historic Columbia Board Liaison for the City of Columbia thanked the members of Council for supporting the Mann-Simons Cottage. She said the Modjeska Simkins House is undergoing renovations and we look forward to providing an update in the upcoming months.

30. Recognition of the Mentor Protégé College Participants - Ms. Melissa Lindler, Director for the Office of Business Opportunities

Ms. Melissa Lindler, Director for the Office of Business Opportunities said the City of Columbia Office of Business Opportunities (OBO) partnered with the Minority Business Development Agency Business Center to host the Mentor Protégé (MP) College. The purpose of the capacity building program was to expand the knowledge of both current Mentor Protégé Program (MPP) participants and others with an interest in participating in the program. Over a five week period,



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college participants met weekly to receive in-depth instructions on bidding, estimating, project management, safety, quality, and project closeout. The college also provided a better understanding on how to increase the effectiveness of MPP teams and offered industry specific training and technical assistance required for project success.

Mayor Benjamin and the members of Council presented the following graduates of the City of Columbia Mentor Protégé College with certificates of completion.

Abie Ladson	Dan Lavender	Janet Deep	Jennifer Powers
Alan Hewitt	Dana McCall	Jason Hetrick	Rachel Raad
Allen Brown	David Chao	Jennifer Powers	Robert Van Horne
Amy Howard	David Lewis	Jeremy Brown	Silvino Escareno
Antonio Goodwin	Devaughn Epps	Johnny Mason	Todd Carwell
Betty Price	Dionne Fleshman	Kim Robert	Todd Corley
Bob Bartholomew	Evans Kohn	Kenneth Isaac	Tom Cannarella
Bob McClam	Florence Ogburu	Lesley Joseph	Ulysis Chavaz
Brian Green	Gerald Lee	Marguerite	Willie Farmer
Calvin Wise	Jacque Riley	McClam	Willie Hamrick
Charlie Deep	James Futter	Marques Wright	

31. Recognition of the Canvas Eruption Award Recipients - The Honorable Edward McDowell, Jr. - *This presentation was deferred.*

ORDINANCES - FIRST READING

32. Ordinance No.: 208-004 - Authorizing the City Manager to execute an Eleventh Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/- acres (Capital City Stadium), Richland County TMS #11204-02-02 - *Approved on first reading.*

Councilor Rickenmann explained that the amendment allows us to draw down the money that is in escrow. The money will be used to demolish the stadium and for lot clearing. We extended the contract for one year to allow Bright Myers more time to work with folks.



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Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 208-004 - Authorizing the City Manager to execute an Eleventh Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/-acres (Capital City Stadium), Richland County TMS #11204-02-02.

RESOLUTIONS

33. Resolution No.: R-2018-002 - First Extension of Bull Street Development Agreement – *Approved by a vote of (5) to one (1).*

Councilor Rickenmann explained that we did our due diligence by having outside counsel look at the extension. Until we negotiate a garage we don't know what the debt will be. There is no reason for us not to extend the contract. I am not voting for it until we can get the deal done to cap the cost of the garages and limit our liability going forward.

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted five (5) to one (1) to approve Resolution No.: R-2018-002 - First Extension of Bull Street Development Agreement. Voting aye were Mayor Benjamin, Davis, Ms. Devine, Duvall, and McDowell. Voting nay was Rickenmann.

34. Resolution No.: R-2018-008 - Ratifying the execution of a District Office Lease Amendment and Lease Attachment between the City of Columbia and U.S. House Representative James E. Clyburn for approximately 5,199.50 square feet of office space known as Suite 200, 1225 Lady Street - *Approved*

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2018-008 - Ratifying the execution of a District Office Lease Amendment and Lease Attachment between the City of Columbia and U.S. House Representative James E. Clyburn for approximately 5,199.50 square feet of office space known as Suite 200, 1225 Lady Street.



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35. Resolution No.: R-2018-019 - Authorizing the City Manager to execute a Professional Services Agreement between the City of Columbia and Bewegen Technologies, Inc. for management of a Bike Share System - *Approved*

Braunyno Belo Ayotte, Director of Business Development and Marketing of Bewegen Technologies Inc. introduced an electric pedelec bicycle-sharing program, which will allow residents and visitors to rent bicycles, ride them, and return them at stations throughout City. The pedelec bikes will have a GPS, a computer, and telecommunication system. It will provide assistance whether the rider is pedaling or not in an effort to help cyclists push up an incline. The initial phase of the program will include 15 stations or hubs and 135 bikes beginning August or September 2018. The second phase of the project would expand the program to 25 stations and 225 bikes.

Councilor Devine asked about the quantity of electric bikes.

Braunyno Belo Ayotte, Director of Business Development and Marketing of Bewegen Technologies, Inc. said the first phase of the project includes 85 regular bicycles and 50 pedelec bikes. about the capital need requirement of the agreement.

Councilor Rickenmann sought clarification about the capital requirements in the agreement.

Ms. Melissa Gentry, Assistant City Manager said the contract does not require any upfront costs from the City of Columbia. Bewegen will be partnering with title sponsors to help fund the program. The Walk Bike Plan that will identify the locations for the initial roll-out and phase II of the project. There will be a cost share after operations and eighty percent will come back to the City to use for infrastructure.

Upon a motion made by Stephen K. Benjamin and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2018-019 - Authorizing the City Manager to execute a Professional Services Agreement between the City of Columbia and Bewegen Technologies, Inc. for management of a Bike Share System.



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OTHER MATTERS

36. Council is asked to approve requests for funding from the Hospitality Tax Fund and to amend the Fiscal Year 2017/2018 Hospitality Tax Budget. – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted five (5) to one (1) to approve the following allocations from the 2017/2018 Hospitality Tax Fund surplus. Additional items will be considered at a future meeting within the confines of the City's policy. Voting aye were Mayor Benjamin, Davis, Ms. Devine, Duvall, and McDowell. Voting nay was Rickenmann.

- Black Expo \$25,000
- Language Buzz Foundation (*Cinco De Mayo Street Festival Media and Advertising*) \$5,000
- Palmetto Opera \$10,000

37. Council is asked to approve the Installation of four (4) Speed Humps on Waccamaw Avenue, as requested by the Public Works Department. *The Columbia Police Department and Fire Department approved the proposed locations. - Consideration of this item was deferred.*

Councilor Devine said the neighborhood association is meeting on Sunday. She asked David Brewer, Traffic Engineer to contact the neighborhood and that the matter be scheduled for consideration on March 20, 2018.

38. Boyd Island Project Temporary Construction License (Three Rivers Greenway) - *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve the Boyd Island Project Temporary Construction License (Three Rivers Greenway).

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to authorize staff to move forward with pursuing match funding to address the improvements needed along Park Street to include sidewalks, waste, and realigned parking.



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Mayor Benjamin said the charge is to leverage as many different sources as possible and come back to Council with a plan that includes the City's participation.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Davis, Council voted unanimously to cancel the City Council Work Session and Meeting scheduled for April 3, 2018.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

Councilor Rickenmann reported that the Public Safety Committee held two public hearings on the after 2:00 a.m. extended hours permit. We listened to testimony from all parties (neighborhoods, business owners, and other interested parties) for close to seven hours along with taking in lots of information. We have provided information to Legal to put together an ordinance to address some of the issues that have been brought forward for this Council to consider. Once Legal is able to do that, they will put it on our agenda for us to review. There would be a public hearing and two readings for that to move forward. We took in a lot of considerations and spent a great deal of time communicating as a committee and we hope that you all will be pleased with what we have done.

Councilor Duvall asked that Council be given the draft to study as soon as it becomes available.

Upon a motion made by Mr. Davis and seconded by Mr. McDowell, Council voted unanimously to approve the Public Safety Committee Report.

APPEARANCE OF THE PUBLIC

No one appeared at this time.

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to adjourn the meeting at 7:36 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Target Solutions Annual Maintenance and Membership Fees, as requested by the Fire Department. Award to Municipal Emergency Services, in the amount of \$67,311.00. This firm is located in Charlotte, NC.

REQUISITION NO.: R186623

FINANCIAL IMPACT: Funding Source: Fire Suppression- Computer License 1012303-627510.

ORIGINAL BUDGET: \$67,311.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Sec 2-204. (5) of the City Ordinance.. - 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:
(5) Sole source procurements.

ATTACHMENTS:

- **#a:** Municipal Emergency Services (MES) Quote (PDF)
- **#b:** Fully Signed Sole Source (PDF)



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Date 12/21/2017
Quote # QT1142274
Expires 1/20/2018
Sales Rep Leris, Christen
PO #
Shipping Method FedEx Ground

Bill To

CITY OF COLUMBIA
ACCOUNTING DIVISION
PO BOX 147
COLUMBIA SC 29202-0147

Ship To

FIRE STATION-HARDEN STREET
1901 HARDEN STREET
COLUMBIA SC 29201

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
16000			Annual Maintenance Fee	1	195.00	195.00
15000			Premier Membership:	570	109.00	62,130.00

	Subtotal	62,325.00
Shipping Cost (FedEx Ground)		0.00
Tax Total		4,986.00
Total		\$67,311.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1142274

Requisition # R184623 JUSTIFICATION 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 Fire Division,
Target Solutions annual maintenance fees
and membership for Fire Dept. personnel
as a sole source procurement from MES

based upon the following justifications: This has been our department's
current Training software since 2012. The increased cost
have been created due to an added EMS training module
that is available to us. We are happy with this product
and vendor and do not wish to change.

This sole source is valid through June 30, 2018

Amount \$ 67,311.00

Fire
Department

Robert D. Jenkins
Signature of Department Head

3/7/2018
Date

[Signature]
Signature of Purchasing Agent

3/7/2018
Date

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

[Signature]
Signature of Finance Director

3/12/18
Date

Signature of Asst. City Manager

Date

[Signature]
Signature of City Manager

3/14/2018
Date

- Notes: (1) Enter Division Name
(2) Enter description of goods or services to be procured
(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. 06/2016)

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.



Sole Source Justification for TargetSolutions' Services

TargetSolutions (formerly TargetSafety) provides a comprehensive suite of web based solutions for Fire and EMS departments. Most of these solutions are not available from other providers. In addition, when you consider that all are part of one, integrated online platform no other vendor can compete.

Among TargetSolutions platform's key differentiators are:

Solid Industry Backing:

TargetSolutions is backed by leading fire industry organizations, including:

National Fire Protection Association (NFPA) – In 2002, NFPA invested in TargetSafety to enable the company to deliver online training courses to serve NFPA's Fire Service members. NFPA was instrumental in financing the development of content and advanced applications for the Fire Service and is the Company's largest outside shareholder. The NFPA has representation in the TSC Board.

IAFC – TargetSolutions is an International Association of Fire Chiefs partner. TSC has underwritten a \$1.5 million grant to the fire service with the IAFC to give back to the fire community. In the past we offered free training for events such as the National Firefighter Safety Stand Down, of which 14,000 courses were completed. Together with IAFC Board, we initiated and sponsored the 2011 VCOS Training Officer of the year award.

International Society of Fire Service Instructors (ISFSI) – Headed up by Eddie Buchanan of Hanover FD, VA, ISFSI is partnered with TSC to review and develop relevant and cutting-edge training content to the fire industry. ISFSI and TSC host "Distance Learning in the Fire Industry," symposiums intended for instructors and anyone else in the fire service interested in e-learning.

Regional / Industry Segment Partnerships include SFFMA, SEAFC, NYSAFC and VCOS.

Innovative Compliance Management Applications and Reports:

These applications and reports help departments lower costs and increase productivity while keeping firefighters and EMTs safe. They include:

- **Credentials Manager** – Automating the tracking of EMT certifications, firefighter job qualifications, drivers' licenses, auto insurance, and virtually any type of data with an expiration date and identification number
- **Custom Tests** – Enabling departments to evaluate employee proficiency by creating, assigning and managing the delivery of secure, web-based exams
- **Community Resources** – Making it easy for departments to share resources—such as training presentations, educational videos, SOPs, inspection forms, and more—with other TargetSolutions clients and community members; documents can be downloaded, modified, and assigned to employees in just a few clicks of the mouse.
- **Organization Resources** – Providing a central location for departments to upload and access organizational files
- **Custom Activities** – Allowing department personnel to track employee review of protocols, SOPs, and more as well as monitor virtually every action (or inaction) within the department



- **Web Events** (integrated Adobe web conferencing) – Letting departments conduct live, online meetings (such as interactive training events) with remote participants from within the TargetSolutions platform
- **Event Manager** – Making it possible to create, schedule, track, and access reports on events such as instructor-led classroom training, online meetings and webinars, new hire orientations, and recurring department meetings; this application provides easy access to user registration and attendance records, delivers confirmation and reminder emails to employees, and simplifies enrollment and access to event details.
- **ISO Reporting** – Standardizing the department's collection of data and automating the reporting of all ISO training

Integrated Fire and EMS Training Courses and Custom Content:

TargetSolutions is the only provider that offers online EMS continuing education training on the same platform as NFPA-based firefighter, human resources, OSHA, HAZMAT, terrorism and emergency vehicle operator training. Featuring more than 200 hours of refresher curriculum, PreventionLink training topics include:

- **Fire Industry**
 - NFPA 1500 Series
 - NFPA 1001 Series/Firefighter I & II
 - NFPA 1021/Company Officer
 - Brunacini Functional Boss Behaviors
 - Emergency Responder Training
 - S-190 Introduction to Wildland Fire
 - General
- **EMS Continuing Education**
 - Preparatory
 - Trauma
 - Patient Assessment
 - Special Considerations
 - Operations
 - Airway
 - Medical
- **Emergency Vehicle Operator**
 - Fire Department Driver Training Curriculum
 - Supervisor Curriculum
- **OSHA and Compliance**
 - General Safety
 - Environmental Awareness
 - General
 - Occupational Health
- **Human Resources**
- **Employment Practices for Supervisors**
- **CA AB 1234 Board of Directors and Trustees**



AHA ACLS and BLS Training – Through our platform, fire and EMS personnel can take the American Heart Association's *BLS for Healthcare Providers Online Part 1* and *HeartCode™ ACLS Part 1*. These courses are integrated into the platform, making it possible to easily assign, track, and report course completion.

Content Authoring Start-up Kit – Using TargetSolutions' Content Authoring Start-up Kit, training officers can create engaging courses, presentations, interactions, and quizzes—incorporating multimedia elements like video and voiceover narration. These courses can then be uploaded to the platform, assigned and tracked.

Comprehensive Health and Wellness Program:

TargetSolutions, in partnership with American Specialty Health's Healthyroads®, features a complete web-based health and wellness program that meets all five parts of the IAFF's Wellness Fitness Initiative through personal health assessments, self-guided online courses, exercise and nutrition planners, and online tools.

Extensive Employment Screening:

Through a partnership with ACheck America, departments using TargetSolutions' platform have access to fast and accurate employment screening services, such as criminal and public records searches, compliance link searches, credit reports, social security number checks, general verifications, and drug and alcohol testing.

Summary

By taking advantage of these TargetSolutions applications and services, your department can:

- Dramatically reduce the expenses associated with overtime, administrative tasks and fuel
- Deliver online NFPA and EMS continuing education courses
- Document and maintain records on all required training and compliance tasks
- Facilitate better internal communication

Should you have any questions about the information presented above, please feel free to contact me at 858.592.6880.

We look forward to working with you and hope to serve your department for many years to come. Thank you for your consideration and evaluation of TargetSolutions and our platform.

Jon Handy
President and CEO TargetSolutions



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Professional Services Agreement for Armed Security Guard Services, as requested by the Police Department. Award to Security Management of SC, LLC using South Carolina State Contract in an amount not to exceed \$207,817.96. The firm is located in Columbia, SC.

REQUISITION NO.: R188039

FINANCIAL IMPACT: Funding Source: Community Safety Officers - Professional Services;5512703-636600 and Police Administrative Services - Professional Services;1012402-636600.

ORIGINAL BUDGET: \$257,530.45

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** Security Management Cost Breakdown (PDF)
- **#b:** Exhibit A - Security Managment Proposal Letter (PDF)
- **#c:** Security Management of SC, LLC.2018 - Armed Security Guard Contract (PDF)

Security Management Cost Breakdown

Location	Hrs Per Week	Wages	Total Cost Per Week
Water and Sewer Administration Facility	216	\$ 14.28	\$ 3,084.48
Procurement and Contracts Facility	40	\$ 14.28	\$ 571.20
Overtime	12.5	\$ 21.42	\$ 267.75
Public Works Facility	216	\$ 14.28	\$ 3,084.48
Lake Murray Water Plan	168	\$ 14.28	\$ 2,399.04
Waste Water Facility	40	\$ 14.28	\$ 571.20
Overtime	2.5	\$ 21.42	\$ 53.55
Canal Water plant Facility	168	\$ 14.28	\$ 2,399.04
1136 Washington Street	105	\$ 14.28	\$ 1,499.40
Roving Supervisor	40	\$ 22.85	\$ 914.00

Weekly Total	\$ 14,844.14
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Total for 14 weeks:	\$ 207,817.96
Total for 52 weeks	\$ 771,895.28



February 6, 2018

Monique Morphis
PURCHASING
Columbia Police Department
1 Justice Square
Columbia, South Carolina 29201

Monique,

It was a pleasure meeting with you, Major Hines and Major Martin yesterday, to discuss the security needs at several City of Columbia locations. During our meeting, we discussed security needs for seven (7) City of Columbia facilities. Major Hines also provided documentation that contained a facility overview and security coverage expectations for each of these locations. We have carefully reviewed these documents, and determined the following:

Based on our calculations the following shall represent a breakdown of the Security Coverage for each of the (6) six locations, to include our Roving Supervisor:

1. Water and Sewer Administration Facility = 216 Hours per week
2. Purchasing and Procurement Facility = 52.5Hours per week
3. Public Works Facility = 216 Hours per week
4. Lake Murray Water Plant = 168 Hours per week
5. Waste Water Facility = 42.5 Hours per week
6. Canal Water Plant Facility = 168 Hours per week
7. 1136 Washington Street = 105 Hours per week
8. Roving Supervisor = 40 Hours per week

Proposed Billing Information:

The following shall represent the Billing information I shared with Major Hines:

Straight Time Hourly Bill Rate per Officer: \$14.28 per hour

* Holiday Rate: \$21.42 per hour

** Rate for Hours worked over 40 per week at the Purchasing and Procurement Facility: \$21.42, (mainly 12.5 hours per week) and the hours worked over 40 at the Waste Water Facility (mainly 2.5 hours per week)

Roving Supervisor Bill Rate: \$22.85 (Based on a 40 hour per week schedule)

*Security Management of South Carolina recognizes the following seven (7) holidays:
New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day,
and Christmas Day

**This \$ 21.42 per hour billable overtime rate would also be utilized on City holidays and Operational Shut Down days at the Water & Sewer Administration facility and the Public Works facility. This billed overtime rate shall cover the extra / additional hours due to the City Holiday and any required operational shut downs.

Should you require any further information or have any questions, please do not hesitate in contacting me at any time. As soon as we receive your approval to start service, we are prepared to follow the startup schedule provided by Major Martin during our meeting yesterday.

Sincerely,

Randy Sturkey

Randy Sturkey
CSO/Business Development
O: 803-775-1259 ext. 107
C: 803-983-4294
r.stukey@securitymanagementsc.com
www.securitymanagementsc.com

CC: Major Rick J. Hines, Major Randy Martin

STATE OF SOUTH CAROLINA

)

)

COUNTY OF RICHLAND

)

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into by and between the City of Columbia (hereinafter called the "City"), its successors and assigns, and Security Management of SC, LLC (hereinafter called the "Contractor") as of the date of the last signature hereto.

WITNESSETH:

WHEREAS, the City desires to retain the services of the Contractor; and

WHEREAS, the Contractor agrees to provide such services, and abide by the terms and conditions contained in the State of South Carolina Contract 4400014811 to the extent that they do not conflict with these terms and conditions, and the negotiated rates and terms provided herein.

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

1. CONTRACT FOR SERVICES

The City hereby engages the Contractor and the Contractor hereby agrees to perform the security services for seven (7) City of Columbia facilities as outlined herein.

2. SCOPE OF SERVICES

Upon written notification by the City to proceed, the Contractor shall in a satisfactory and proper manner as determined by the City provide on-site, uniformed, armed security guards at the City of Columbia locations outlined in Exhibit A, attached hereto.

3. SUPPLEMENTAL OR ADDITIONAL SERVICES

From time to time and for various reasons, the City may identify supplemental or additional services that may be required of the Contractor or the Contractor may recommend supplemental or additional services to the City. If additional services are identified through the course of this contract period, the Contractor and the City shall agree to negotiate the costs of those services in a fair and equitable manner. Such services may include providing security services at additional sites and/or special events.

The Contractor shall present a written proposal for supplemental or additional services as requested by the City, to include a scope and an hourly rate(s) based upon the rates as shown in Exhibit A, attached hereto. Upon completion of each task, the Contractor shall present an invoice for payment of work performed based upon the task proposal.

- A. For each supplemental or additional service, the City and the Contractor shall jointly develop, to the extent practical, a scope of services and method of compensation for the supplemental or additional proposed related services.
- B. The Contractor shall not proceed with any services under this Contract without written approval and a Purchase Order issued by the City and approved by the City Manager, City Council and/or a duly authorized city representative.

4. TERM OF CONTRACT

This Contract shall be effective for a total of two (2) years and eight (8) months, beginning May 1, 2018 and ending on December 31, 2020. A statement of work shall be added on a calendar year basis per year. The initial term is defined as May 1, 2018 – December 31, 2018, Year two (2) is defined as January 1, 2019 – December 31, 2019, and Year 3 is defined as January 1, 2020 – December 31, 2020.

This Contract may be renewed for two (2) additional one (1) year periods at the request of the City. This Contract shall expire at such time as the tasks as outlined are complete, or the total compensation provided for herein is reached, whichever is later.

5. SCHEDULE FOR COMMENCEMENT AND COMPLETION OF SERVICES

Time is of the essence. The Contractor shall commence services after issuance of a valid City of Columbia purchase order and Notice to Proceed (NTP). The Contractor shall not perform work or incur any costs associated with the contract prior to the effective date of the Contract. Contractor shall not perform any work prior to the receipt of a purchase order and NTP. The City of Columbia assumes no liability for any expenses incurred prior to the effective date of the Contract and issuance of a valid purchase order and NTP.

6. COMPENSATION

Contractor will comply will all applicable laws, rules and regulations, procedures, and directives.

- A. This Contract shall be effective for an initial term of eight (8) months and may be renewed four (4) additional one (1) year periods. Maximum compensation for the initial term to be paid by the City to the Contractor under this Contract shall be for services rendered, billed on an hourly rate basis and shall not exceed Two Hundred Fifty Seven Thousand, Five Hundred Thirty and 45/100 Dollars (\$257,530.45), as more fully defined in Exhibit A, attached hereto. Any amendments and/or change order requests must be properly submitted and approved by the City of Columbia's Department of Procurement and Contracts.

B. The Contractor shall submit invoices no more frequently than monthly for services rendered during each prior month based on hourly cost per location during the term of this Contract. Each invoice submitted must describe the services for which payment is requested as shown in the project schedule, show payment calculations and specify the person(s) rendering such service(s). Each invoice shall bear the signature of the Contractor, 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. Each invoice must also clearly identify any portion of the fee invoiced for subcontractors services, specified in the Contract, and identify if the subcontractor is a Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise and Women Owned Business Enterprise.

C. Invoicing Procedure:

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Contractor's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Contractor's invoice.
3. The work completed on the Contractor's project schedule must be the basis for full or percentage of completion payment on the Contractor's invoice.
4. The Contractor will not request payment for taxes on Professional Services, labor or installation fees.
5. The Contractor will not invoice, or request payment for any equipment or services that may be specified in this Contract prior to the delivery of said equipment or performance of said services.
6. The Contractor shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not have to pay for the advanced delivery of equipment that it was not expecting in that timeframe and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be agreed to in writing.
7. All invoices shall include a valid Purchase Order number on the bill; if emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Contractor's invoice.

8. The Contractor shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have concerning this project.
9. The Contractor shall submit receipts for all actual expenses.
10. Field documents and other equipment/supplies shall be invoiced at cost only; no markup allowed and with approved documentation, and
11. Other required non-labor expenses as may be applicable to the project and pre-approved by the City shall be invoiced at cost only; no markup allowed and with approved documentation.
12. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the subcontractor and/or vendor for work performed and materials/products furnished. If required, the Contractor shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
13. The Contractor shall provide the names of the subcontractors and vendor and a description of the work performed in the invoice/request for payment. The Contractor shall also provide a breakdown of the supplies and materials being billed by each subcontractor and/or vendor and the dollar amount to be reimbursed by the City.

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

D. Affirmative Action Procurement and Contracting Goals

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Enterprise Businesses (DBEs) including, but not limited to, Small Businesses (SBEs), Minority Businesses (MBEs), Women-Owned Businesses (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, subcontractors 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, 1225 Lady Street, Suite 102, 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 Contractor or subcontractor) is dependent upon the business community partnering with the City in this important endeavor.

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

E. SUBCONTRACTING GOALS

As a result of this Contract, the subcontracting goals are as follows:

<u>OVERALL 3 YEAR TERM</u>	<u>YEAR 1</u>
SB Goals _____%	SB Goals _____%
MBE _____%	MBE _____%
WBE _____%	WBE _____%
Other _____%	Other DBE _____%

The Contractor will also be expected to ensure subcontractor performance during the term of this Contract and include optional periods as applicable. Achievement of these goals is expected during the life of the Contract, including any extensions of this Contract.

- F. The Contractor shall make sub consulting opportunities available to a broad base of qualified subcontractors to ensure maximum participation from Local Business Enterprise (LBE) and Disadvantaged Business Enterprises (DBE). The targeted DBEs shall include, but may not be limited to: Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise, and Women Owned Business Enterprise in all disciplines of the project.

G. The Contractor shall, in performance of the Contract, only use those subcontractors in Exhibit D upon which the Contractor's proposal was based. Subcontractors substitutions shall only be made with the City's approval. The Contractor shall enter into contracts with those subcontractors, in the same dollar amount upon which the Contractor's proposal was based, prior to award of the Contract. Such Contracts shall be contingent upon award of the Contract by the City and the City's Notice to Proceed to the Contractor.

H. Prompt Payment to Subcontractors and Material Suppliers

1. The Contractor is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City as outlined in Exhibit B.
2. In addition, all Retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor has, in the opinion of the Assistant City Contractor for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subcontractor or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction or his/her designee.
4. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes between the Contractor and subcontractors.
5. The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the City lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. Contractor must submit a Prompt Payment Affidavit, Subcontractor list which identifies each Subcontractor (both DBE and non-DBE) with their contract values and the date and amount of the last payment to such Subcontractor(s), with every payment request filed with the City, except for the first payment request, on every contract with the City.

6. Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment.

7. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. The Contractor agrees that he/she and all personnel will abide by a strict confidentiality agreement with regards to any and all activities related to this project and public safety throughout the City. At no time shall the Contractor communicate with any party other than those designated by the City Manager, Chief of Police or their designees any information pertaining to investigations, discoveries or on-going cases involving the services secured via this contract to include data reviewed, requested and/or provided to the City. In the event that Contractor receives a request, in any form (including but not limited to verbal or written requests or demands, subpoena, search warrant or Court order), of reports, data, records or documents prepared, assembled or maintained by Contractor, Contractor shall notify City within eight (8) hours of Contractor's receipt of such request or demand.

8. ACCESS TO RECORDS

The Contractor shall make available for examination all of its records with respect to all matters covered by this Contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract. All requests for access to Contractor's records shall be made in writing.

9. COPYRIGHT

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

10. AMENDMENTS

The parties may amend this Contract 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 Contract 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 Contract, such modifications will be incorporated only by written Amendment signed by both parties.

11. ASSIGNABILITY/SUBCONSULTING

The Contractor shall not assign or subcontract any interest in this Contract and shall not transfer any interest in the same without the prior 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 cause each of its subcontractors to furnish all information and reports required hereunder.

12. INDEPENDENT CONTRACTOR

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

Contractor is solely responsible for the proper training and licensure of Contractor's employees, agents, and subcontractors and assumes any and all liability for their actions while providing services under this Contract. Each employee of Contractor or any subcontractor shall read and sign an acknowledgement of having read the City's Use of Force Policy and return the acknowledgement to the city prior to commencing work under this Contract.

13. TERMINATION OF CONTRACT

The City may terminate this Contract at any time upon any of the following grounds:

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

B. The Contractor fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days having been notified by the City of such deficiency;

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause; in the event that the Contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the Contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the Contract plus term percent (10%) for overhead and profit. There shall be deducted from such

sums as provided in this subparagraph the amount of any payments made to the Contractor prior to the date of termination of the Contract. The Contractor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment;

E. Upon expiration of the term of this Contract; and

F. By mutual Agreement.

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

14. DUTIES UPON TERMINATION

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

15. INTEREST OF CONTRACTOR

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

The Contractor is expected to make Contractor'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 Contractor has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Contract.

16. ETHICS

Contractor and any subcontractor(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, 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 the intent to:

A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;

B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or

C. 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.

17. INDEMNIFICATION

The Contractor shall indemnify, defend, hold harmless, and reimburse the City, its other agents and employees from and against any and all losses, liabilities, expenses, and all claims for damages relating to or arising out of the performance or failure to perform by Contractor, its subcontractors, officers, agents and employees of any of the Contractor's obligations under this Contract. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, person injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees.

The Contractor shall promptly notify the City of any civil or criminal actions filed against the Contractor 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 Contract. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or join in the defense.

The obligations under this paragraph 17 shall survive termination of this Contract.

18. INSURANCE

A. The Contractor shall provide to the City evidence of the following insurance:

Workers Compensation Insurance - The Contractor shall procure and shall maintain during the life of this Contract, Workers Compensation Insurance for all employees to be engaged in work

on the project under this Contract, and in case any work is sublet, the Contractor shall require the subcontractor 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 Contractor's Worker Compensation Insurance. The Contractor 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 Contract.

General Liability Insurance - General Liability Insurance in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net. The Contractor shall procure and maintain for the duration of the Contract insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the Contractor, his agents, or representatives, employees or subcontractors.

1. Commercial General Liability Insurance: Coverage in an amount not less than the 1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.
2. Automobile Liability Insurance- \$500,000.00 combined single limit per accident for bodily injury and property damage.

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

1. The Contractor shall provide the City with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the City for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use by the City of Columbia, without the attachment of restrictive endorsements.
2. Notice of Cancellation and/or Restriction: The policy must be specifically endorsed to provide the City with thirty (30) days' notice of cancellation, non-renewal, change in coverage, and/or restriction.

B. The Contractor 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 Contractor and any sub-contractor of the Contractor commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract and any renewals. 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, except the City shall not be named as Additional Insured on Contractor's Professional Liability and Workers Compensation insurance.

19. EQUAL EMPLOYMENT OPPORTUNITY (EEOC)

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor will incorporate these requirements in all subcontracts for program work.

20. SEVERABILITY

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

21. COMPLIANCE WITH LOCAL LAWS

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

The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under the Contract. The Contractor shall be responsible for any costs relating to same.

The Contractor shall procure and maintain a City of Columbia business license while performing services under this Contract.

22. PERSONNEL

All of the services required hereunder shall be performed by the Contractor and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Exhibit A, attached hereto.

The Contractor represents that Contractor has, or will secure at Contractor's own expense, all personnel required in performing the services under the Contract.

23. GOVERNING LAW

This Contract shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Contract shall be subject to the exclusive jurisdiction of the federal and state courts within Richland or Lexington Counties, South Carolina.

24. BREACH / WAIVER

The failure of either the Contractor or the City to insist upon the strict performance of any provision of the Contract 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 the Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of the Contract shall not constitute waiver of a subsequent breach.

25. NOTICES

A. Written notice to the City shall be made by placing by registered mail, return receipt in the United States Mail, postage prepaid and addressed to: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

B. Written notice to the Contractor shall be made by registered mail; return receipt in the United States Mail, postage prepaid and addressed to Security Management, 2712 Middleburg Drive, Suite 207, Columbia, South Carolina 29204.

26. OWNERSHIP OF PROJECT DOCUMENTS

All data, documents or other information of any description generated by or used by the Contractor or any subcontractor retained by the Contractor and related to the services required by the Contract 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 the Contract.

27. REMEDIES

The Contractor shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Contract prior to the effective date of the termination. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under the Contract. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

28. SUCCESSORSHIP

The Contract shall be binding upon the Contractor and upon its successors and assignees.

29. WHOLE CONTRACT

The Contract represents the entire Contract between the City and the Contractor and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. Only written Amendment signed by both the City and the Contractor may amend the Contract.

30. MISCELLANEOUS

A. Nothing in the Contract shall be construed to give any rights or benefits to anyone other than the City and the Contractor.

B. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of the Contract, 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 the Contract, if any, shall not be construed against the City.

C. In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

D. The Contract is subject to City Council approval.

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

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY: _____

TITLE: City Manager

DATE: _____

WITNESSES AS TO
SECURITY MANAGEMENT OF SC, LLC:

SECURITY MANAGEMENT OF SC, LLC

BY: _____

TITLE: _____

DATE: _____

By: _____

R. J. Hines, Police Major

By: _____

Sandra A. Wright, CPPB, Director of Procurement and Contracts/Purchasing Agent

APPROVED AS TO FORM

 4/12/18
Legal Department City of Columbia, SC

Exhibit A



February 6, 2018

Monique Morphis
PURCHASING
Columbia Police Department
1 Justice Square
Columbia, South Carolina 29201

Monique,

It was a pleasure meeting with you, Major Hines and Major Martin yesterday, to discuss the security needs at several City of Columbia locations. During our meeting, we discussed security needs for seven (7) City of Columbia facilities. Major Hines also provided documentation that contained a facility overview and security coverage expectations for each of these locations. We have carefully reviewed these documents, and determined the following:

Based on our calculations the following shall represent a breakdown of the Security Coverage for each of the (6) six locations, to include our Roving Supervisor:

1. Water and Sewer Administration Facility = 216 Hours per week
2. Purchasing and Procurement Facility = 52.5 Hours per week
3. Public Works Facility = 216 Hours per week
4. Lake Murray Water Plant = 168 Hours per week
5. Waste Water Facility = 42.5 Hours per week
6. Canal Water Plant Facility = 168 Hours per week
7. 1136 Washington Street = 105 Hours per week
8. Roving Supervisor = 40 Hours per week

Proposed Billing Information:

The following shall represent the Billing information I shared with Major Hines:

Straight Time Hourly Bill Rate per Officer: \$14.28 per hour

* Holiday Rate: \$21.42 per hour

** Rate for Hours worked over 40 per week at the Purchasing and Procurement Facility: \$21.42, (mainly 12.5 hours per week) and the hours worked over 40 at the Waste Water Facility (mainly 2.5 hours per week)

Roving Supervisor Bill Rate: \$22.85 (Based on a 40 hour per week schedule)

*Security Management of South Carolina recognizes the following seven (7) holidays:
New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day,
and Christmas Day

**This \$ 21.42 per hour billable overtime rate would also be utilized on City holidays and
Operational Shut Down days at the Water & Sewer Administration facility and the Public Works
facility. This billed overtime rate shall cover the extra / additional hours due to the City Holiday
and any required operational shut downs.

Should you require any further information or have any questions, please do not hesitate in
contacting me at any time. As soon as we receive your approval to start service, we are prepared
to follow the startup schedule provided by Major Martin during our meeting yesterday.

Sincerely,

Randy Starkey

Randy Sturkey
CSO/Business Development
O: 803-775-1259 ext. 107
C: 803-983-4294
r.stukey@securitymanagementsc.com
www.securitymanagementsc.com

CC: Major Rick J. Hines, Major Randy Martin

Exhibit A Cost Proposal per Location**Security Management Cost Breakdown**

Location	Hrs Per Week	Wages	Total Cost Per Week
Water and Sewer Administration Facility	216	\$ 14.28	\$ 3,084.48
Procurement and Contracts Facility	40	\$ 14.28	\$ 571.20
Overtime	12.5	\$ 21.42	\$ 267.75
Public Works Facility	216	\$ 14.28	\$ 3,084.48
Lake Murray Water Plan	168	\$ 14.28	\$ 2,399.04
Waste Water Facility	40	\$ 14.28	\$ 571.20
Overtime	2.5	\$ 21.42	\$ 53.55
Canal Water plant Facility	168	\$ 14.28	\$ 2,399.04
1136 Washington Street	105	\$ 14.28	\$ 1,499.40
Roving Supervisor	40	\$ 22.85	\$ 914.00

Total for 14 weeks:	\$ 207,817.96
Total for 52 weeks	\$ 771,895.28

EXHIBIT B - PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____ Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.
2. ____ Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)
3. ____ All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Contractor. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. ____ There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the Assistant City Engineer for Construction.

Attach a copy of the written approval from the City of Columbia.

Company Name

Signature

Print Name

Date

Subscribed and sworn to before me this ____ day of _____ 20__.

Notary Public



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of two Morris Pumps, as requested by Columbia Water. Award to Heyward, as a Sole Source in the amount of \$51,804.86. This firm is located in Charlotte, NC.

REQUISITION NO.: R188559

FINANCIAL IMPACT: Funding Source: Utilities Metro Wastewater Plt-Machinery and Equipment Capital: 5516208-658300. The original budgeted amount is \$55,000.00.

ORIGINAL BUDGET: \$51,804.86

STRATEGIC GOALS: Provide high quality municipal services

Sec 2-204. (5) of the City Ordinance.. - 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:

(5) Sole source procurements.

ATTACHMENTS:

- **#a:** Heyward 2017-2018 Sole Source (PDF)
- **#b:** Heyward Quote (PDF)

Requisition # _____

JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Metro WWTP Division,

(1)

Morris Pumps and Pump Parts

(2)

as a sole source procurement from Heyward Services, Inc

(3)

based upon the following justifications: They are the sole provider for Morris pumps

(4)

pump parts for the municipal market in Columbia, South Carolina. This is an open

blanket sole source for FY 17-18.

This sole source is valid through June 30, 2018

Amount \$ 50,000.00

Department

Signature of Department Head

Date

Signature of Purchasing Agent

Date

Signature of Finance Director

Date

Signature of Asst. City Manager

Date

Signature of City Manager

Date

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

- Notes:
- (1) Enter Division Name
 - (2) Enter description of goods or services to be procured
 - (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. 06/2016)

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.

Richard J. Buelow II
Phone (803) 545-0532
Fax: (803) 733-8408
rjbuelow@columbiasc.net



Sales Quotation

Bill To
Columbia, City of PO Box 147 Columbia SC 29217 USA
Ship to
Metro WWTP/Columbia, SC 1200 Simmon Tree Lane Columbia SC 29201 USA

Information	
Quotation Number	6102 r1
Sales Quote Amt.	47,458.20
Customer Code	C10175
Document Date	02/14/18
Valid Until	04/16/18

Item / Part #	Material/Description	Delivery	Qty	Unit Price	Ext. Amount
MP 7100-NC	7100NC 6X6-15 Duty Point: 1500 gpm at 164' TDH	12-14 Weeks	2	\$ 23,729.1	\$ 47,458.20
Materials of Construction: ~ASTM A48- Class 35/ 3% NI Vol Casing, Impeller, Stuffing Box <(>&<)> Cover, ~ASTM A743 SS 420 SUC/IMP WR, ~SAE 1045 Steel Shaft, ~ASTM A743 SS 420 Sleeve, ~Std. Bronze-40 Packing Gland <(>&<)> Garlock Graphite <(>&<)> Petrolatum Packing/Lantern ring assembly, ~ASTM A-48 Class 25 Cast Iron Bearing Frame w/ 100,000 (B-10 life), ~GRS Lubricated Bearings, ~Coupling included, ~Factory Paint: Primer/Enamel ~Field Service not included ~Freight not included **REPLACEMENT BARE PUMP ONLY FOR SO#M93006A01**					

Richard J. Buelow II
Phone (803) 545-0532
Fax: (803) 733-8408
rjbuelow@columbiasc.net



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Columbia, City of PO Box 147 Columbia SC 29217 USA
Ship to
Metro WWTP/Columbia, SC 1200 Simmon Tree Lane Columbia SC 29201 USA

Information	
Quotation Number	6102 r1
Sales Quote Amt.	47,458.20
Customer Code	C10175
Document Date	02/14/18
Valid Until	04/16/18

Item / Part #	Material/Description	Delivery	Qty	Unit Price	Ext. Amount
Factory estimated freight for 2 pumps \$550.00.					

-- Taxes: All applicable taxes and fees must be added.

-- Content: Unless specifically listed above, the quotation does not include special crating, shipping, offloading at jobsite, storage, installation, starters, pump or motor auxiliary accessories, external wiring, special finishes, field testing, special engineering, special inspection, special certifications, consideration of non-listed specifications or plans, or similar special options, accessories, services or documentation, Submittals, O & M manuals and other documentation media supplied by factory shall be furnished in factory standard design, format, content, and quantities including equipment manufactured by YCC and equipment or accessories manufactured by our sub-vendors. Provision of special documentation, including but not limited to special binders, paper type, dividers, labeling, formatting, electronic media or similar custom work will be evaluated on a case by case basis. Applicable charges shall be payable by the customer at factory cost+30% service charge. Unless noted otherwise, manufacturers of motors and other accessories will be factor choice only, to be determined at time of order processing. All data sent herewith is for preliminary sales purposes only and is not certified.

-- Orders : Minimum order is \$25 for the standard parts. Minimum order for manual orders or special parts are \$300. Restocking fee is 30%. Change order fee, applied if a change has been received once the order has been released to manufacturing will be 12% of the order value, minimum \$250.

-- Freight : Unless otherwise noted, prices are FOB factory, freight not included. Order handling fee for "collect" freight orders will be minimum \$200, or 2% of order value, whichever is larger. Order Expedite fee will be 12% of the order value, minimum \$200.

-- Documents : Prices include the provision of factory standard content Submittals and three (3) I,O&M Manuals. Completion of special forms, legalization of documents, special certificates or other special documents or services are not included. Refer to factory for availability and prices of all special documentation requirements.

-- Standards: All pump design, testing standards and vibration limits will be in accordance with the applicable portions of the most recent edition of Hydraulic Institute Standards. Noise limits will be in accordance with O.S.H.A. standards. We take exception to all specifications or standards which may differ from our design and testing standards. Please refer to catalog for standard specifications and product information.

Submittals: Estimated to require week(s) after receipt and acceptance of Purchase Order or suitable Letter of Award.

Sub Total \$ 47,458.20

Total Amount \$

Richard J. Buelow II
Phone (803) 545-0532
Fax: (803) 733-8408
rjbuelow@columbiasc.net



Sales Quotation

Bill To
Columbia, City of PO Box 147 Columbia SC 29217 USA
Ship to
Metro WWTP/Columbia, SC 1200 Simmon Tree Lane Columbia SC 29201 USA

Information	
Quotation Number	6102 r1
Sales Quote Amt.	47,458.20
Customer Code	C10175
Document Date	02/14/18
Valid Until	04/16/18

- Ready to Ship: Estimated to require week(s) after receipt and acceptance of Purchase order , order and submittal approval (if required).
- Terms: This quote is subject to our standard terms and conditions. Any deviation to these standard terms and conditions MUST be agreed to and authorized in writing.
- Credit card orders (VISA, Mastercard, and Discover) require this quote be signed, quantities confirm and faxed or e-mailed back to author.

We appreciate the opportunity to be of assistance. If the above quotation results in an order, please address it to:

Heyward Services
2101-A Cambridge Beltway Drive
Charlotte, NC 28273

If we can be of further assistance, feel free to contact us.

Best regards,
Baker, Kathryn
kbaker@heyward.net

Heyward Services

Signature _____ Date _____

HEYWARD SERVICES STANDARD TERMS AND CONDITIONS OF SALE

1. **Purchase Agreement.** Purchaser agrees to purchase the Products and Services from Heyward in accordance with this Agreement and with these terms and conditions. The Purchase Price does not include video taping services, safety equipment, or installation or unloading of the Products.

2. **Payment.**

a. Standard payment terms are 100% net 30 days. If Purchaser defaults in making any required payments, Purchaser shall also be liable for interest that will accrue beginning on the date which the payment was due, and continuing until paid in full, at a rate equal to the lesser of (i) one and one-half percent (1.5%) per month; or (ii) the maximum allowed by law. Purchaser shall pay all invoices in full as and when due and such invoices are not subject to any set-offs or adjustments. If any invoice or payment is not paid when due, then Heyward may take any of the following actions: suspend performance; terminate the contract for default; require Purchaser to pay the full contract price; and take any other actions or pursue any other remedies under applicable law.

b. All purchase orders received are subject to credit approval of Heyward. Heyward reserves the right to suspend or delay shipments of Products or performance of Services if in Heyward's opinion, there is sufficient reason to suspect potential payment default. In such a case, in addition to any other remedies herein or by law provided, cash payment or satisfactory security from Purchaser may be required before shipment of Products or completion of Services. Heyward's acceptance of less than full payment shall not be a waiver of any of its rights.

c. Under no circumstances will Heyward accept any backcharges from the contractor or owner, unless Heyward agrees to pay that backcharge in writing.

3. **Warranties.**

a. **Products.** Heyward makes no warranty with respect to Products and all Products are sold "AS IS" and without warranty from Heyward, except as provided on **Exhibit C** attached to the Agreement. However, Heyward shall, to the extent assignable, assign any warranty it receives from the manufacturer relating to the Products to Purchaser.

b. **Services.** Heyward makes no warranty with respect to the Services. The Services are provided for the Purchaser's convenience only and Purchaser shall not rely on the Services.

c. HEYWARD DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES OF ANY TYPE, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AS TO THE PRODUCTS OR SERVICES. This limited warranty is non-transferable. Employees are not authorized to offer different or additional warranties or remedies, and descriptions, representations and other information or claims made by employees are not binding on Heyward unless in writing and signed by an officer of Heyward.

4. **Services.** If Heyward provides a field representative ("**Heyward Representative**"), the Heyward Representative shall perform the Services in an advisory capacity. The Heyward Representative will not superintend or supervise personnel supplied by the Purchaser or train them in their respective crafts in connection with the performance of their work. Neither Heyward nor the Heyward Representative shall be responsible for any acts, omissions, or workmanship of employees, contractors, subcontractors, or agents of the Purchaser. If Purchaser is required to, or wishes to, video tape Heyward personnel for O&M training purposes Heyward requires completion of the [Video Agreement Form](#), available online. The Heyward personnel shall read this agreement at the start of any taped event.

Purchaser's Responsibility. Purchaser shall furnish at his own expense and responsibility, all cranes, rigging, tools, facilities and equipment, material and repair or replacement parts, together with sufficient skilled and common labor and foreman, supervisors, and interpreters for the efficient performance of all work. Purchaser shall further designate a person in Purchaser's organization to represent Purchaser at the site in all contacts and dealings with the Heyward Representative. The Purchaser's representative shall be responsible for coordinating the work and shall be

in charge of labor, supplies, tools, and facilities to be furnished by the Purchaser. Purchaser's representative shall inspect and shall be authorized to accept any Products delivered and all details of the Services as they are completed.

5. **Shipment.** All deliveries of Products are CPT (Incoterms). Any Services shall be performed at the location the parties agree to in writing. All delivery dates for Products or Services are Heyward's estimate only and time shall not be deemed of the essence with regards to the delivery of Products or completion of Services. Heyward shall not be liable to Purchaser for any delay in performance or delivery. All risk of loss of Products shall pass to Purchaser when Heyward delivers the Products to the carrier for delivery to Purchaser. Delivery and performance are conditional on Heyward's timely receipt of documents necessary for the completion of the order and any required down payments or periodic payments. Partial deliveries are permissible. Products held for the Purchaser or stored for the Purchaser shall be at the risk and expense of the Purchaser.

6. **Force Majeure.** Heyward shall not be liable for delays or failure to perform directly or indirectly resulting from events and causes beyond Heyward's reasonable control, accidents, acts of God, acts and omissions of any governmental authority, declared or undeclared wars, terrorism, strikes or other labor disputes, fires and natural calamities (including floods, earthquakes, storms and epidemics), changes in the law, and delays in obtaining or the inability to obtain labor, materials or services through Heyward's usual sources at normal prices ("**Force Majeure Events**"). If a Force Majeure Event occurs, Heyward may delay or cancel (in whole or in part) its obligations hereunder. Heyward shall not be obligated to purchase deliverable goods from others to enable it to deliver such goods to Purchaser. If Heyward is unable, due to a Force Majeure Event, to satisfy the total demand for the Products to be furnished hereunder, Heyward may reduce its available supply to Purchaser on such basis as Heyward may deem fair and reasonable, without liability for any damages caused by or resulting from such delay, cancellation or allocation.

7. **Heyward's Liability.** IN NO EVENT SHALL HEYWARD'S LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVER EXCEED THE PURCHASE PRICE OF THE PRODUCT OR SERVICE OR PART OF THE PRODUCT OR SERVICE AT ISSUE. HEYWARD SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, OR COSTS INCURRED IN DISMANTLING OR MOVING OTHER EQUIPMENT OR BUILDING OBSTACLES TO ALLOW FOR THE REMOVAL OF NON-CONFORMING PRODUCT OR PARTS OF THE PRODUCT, WHETHER ARISING FROM THE SALE OF PRODUCTS, INSTALLATION OR SETUP OF PRODUCTS, ANY TRAINING, ANY DEFECT IN THE PRODUCTS OR SERVICES, ANY NON-CONFORMITY WITH WARRANTIES, ANY USE OR INABILITY TO USE THE PRODUCTS OR OTHERWISE. These Terms contain Purchaser's sole and exclusive remedies relating to the Agreement, a breach of the Agreement, these Terms, a breach of these Terms, the Products or the Services, regardless of the theory of recovery.

8. **Returned Goods.** Heyward will not accept Products for return unless prior written permission of Heyward has been obtained.

9. **Security Agreement.** Purchaser grants Heyward a continuing purchase money security interest in all Products sold or delivered to it and to the proceeds of those Products (collectively, the "**Collateral**") to secure the full payment of the purchase price of the Products and all other obligations of Purchaser. Purchaser authorizes Heyward to file all financing statements, continuation statements and other documents necessary or desirable to establish, perfect, maintain, preserve and enforce Heyward's security interest in the Collateral.

10. **Confidentiality.** Purchaser shall not disclose to any person any confidential or proprietary information ("**Confidential Information**") that Heyward provides to Purchaser unless the disclosure is agreed to in writing by Heyward or the Confidential Information is otherwise generally available to the public, unless such Confidential Information was (i) improperly disclosed by Purchaser or (ii) disclosed by a third party contrary to any applicable restriction on disclosure. No license of intellectual property rights in the Products is granted or implied by these Terms.

11. **Termination.** Without limiting Heyward's other rights and remedies available under applicable law, Heyward may suspend performance and delivery, or terminate performance and delivery, if Purchaser:

a. makes an assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of Purchaser's property;

b. becomes insolvent or files for bankruptcy or has a bankruptcy proceeding filed against it; or

c. fails to perform or observe any of its obligations to Heyward under the Agreement, these Terms or under other existing or future contracts between Heyward and Purchaser or otherwise, including payment of any purchase price, fees or charges when due.

12. Indemnity. Purchaser shall indemnify and hold Heyward harmless from and against all damages, liabilities, claims or expenses (including reasonable attorneys' fees) arising out of or relating to: (a) improper selection, application, installation, use or incorporation of the Products or Services; (b) Products damaged during or after delivery; (c) damage caused by normal wear and tear; (d) use under circumstances exceeding specifications or limitations or uses which were not foreseeable to Heyward based upon Purchaser's disclosures related to the Agreement; (e) abuse or accident; (f) unauthorized repair or alteration; (g) improper storage or maintenance; (h) damage caused by natural calamities; or (i) claims of infringement of any patent, trademark, copyright or other third party interest arising out of Heyward's compliance with any of Purchaser's instructions, recommendations, specifications or limitations. At Heyward's request, Purchaser shall defend Heyward at Purchaser's expense, with counsel acceptable to Heyward, against any such claim made against Heyward.

13. Choice of Law, Venue and Consent to Jurisdiction. North Carolina law, excluding its conflict of laws principles, applies to any dispute or claim relating to the Products or Services. Except with respect to any action instituted by Heyward for equitable or comparable relief, including an action for temporary or permanent injunctive relief, or for an action instituted by Heyward for recovery of possession of the Products, including replevin, claim and delivery, attachment, the North Carolina State Courts and the United States District Court for the Western District of North Carolina shall constitute the exclusive forums for the adjudication of all disputes arising out of or relating to the Agreement, these Terms, any dispute under the Agreement or these Terms, or to the Products and Services.

14. Errors. Heyward reserves the right to correct clerical or stenographic errors or omissions.

15. Severability. In the event any of the provisions of the Agreement or these Terms are held to be invalid by any court of competent jurisdiction, such provision(s) shall be deemed to be severable and the Agreement and these Terms shall then be construed and enforced in accordance with the remaining provisions.



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Assistant City Manager of Columbia Water

FROM: *Clint Shealy, Assistant City Manager of Columbia Water*

SUBJECT: Council is asked to approve the Canal Level Control System Monitoring for Fiscal Year 2017-2018, as requested by Columbia Water. Award to MR Systems in the amount of \$61,560.00. This firm is located in Norcross, GA.

REQUISITION NO.: R188751

FINANCIAL IMPACT: Funding Source: 5516206 - 638300

CLEAN WATER 2020?: No

STRATEGIC GOALS: Foster a healthy quality of life, Provide high quality municipal services

ATTACHMENTS:

- **#a:** Canal Level Control_2 (PDF)
- **#b:** Executed SoleSource-MR-SYSTEMS (PDF)

Customer: Columbia, SC
 Project: Canal Level Control System Monitoring
 MR Quote #:Q18-5431, Rev. 0



February 19, 2018

Bill of Materials and Labor

Qty	Tag/Loop	Description
<u>Downstream Monitoring Site (Adjacent to Canal WTP)</u>		
1	RTU-Downstream	PLC-based Remote Telemetry Unit Enclosure Size: 30" H x 24" W x 12" D Enclosure Rating & Materials: NEMA 4X, #304 Stainless Steel Note: This panel can be mounted indoors, SST may not be required. Solar Heat Protection: Powder-coated White Finish PLC: Allen-Bradley MicroLogix 1400, 24 VDC with Memory Module Available I/O: 20 DI, 14 DO, 4 AI, 2 AO Wired I/O: 12 DI, 6 DO, 4 AI, 0 AO AC Power Backup: Battery Backup with two (2) 9 AH Batteries Communications: GE/MDS TransNet Radio Operator Interface Terminal: Not Included Miscellaneous Options: Heater & Thermostat Standard Features: AC Power Surge Protector LED Light Fixture (mounts in top of panel) GFI Utility Outlet RTU Door Limit Switch Digital I/O Surge Protection: Indicating Interposing Relays Analog I/O Surge Protection: MR Kamikaze II Analog Surge Protector
1		Yagi Antenna, Coaxial Cable, Type N Connectors, RF Surge Protector, Grounding Kit, etc. 1 - 6.5 dB Yagi Antenna, Bluewave 30 ft. - RFS 1/2" 50 Ohm Superflex Coaxial Cable 2 - 1/2" Grounding Kit 4 - RFS Type N 1/2" Connectors, Female 4 - RFS Type N 1/2" Connectors, Male 1 - 1/2" Weatherproofing Kit One Lot - Miscellaneous Mounting Hardware
1		RF Surge Protector Enclosure Phoenix Contact CoaxTrab RF Surge Protector mounted in polycarbonate enclosure
2	<u>Notes</u>	MR Systems will install two (2) Current-to-Current Signal Isolators so that we can monitor the existing level transducers.
1		Miscellaneous wire, terminals, etc. to be installed inside the existing Wooden Building to connect the existing I/O signals to the new RTU.

Customer: Columbia, SC
 Project: Canal Level Control System Monitoring
 MR Quote #:Q18-5431, Rev. 0



February 19, 2018

Bill of Materials and Labor

Qty	Tag/Loop	Description
<u>Addition of Spread Spectrum Radio to Existing Canal WTP PLC Panel</u>		
1		GE/MDS TransNET 900Spread Spectrum Radio with DIN-rail Bracket
1		Yagi Antenna, Coaxial Cable, Type N Connectors, RF Surge Protector, Grounding Kit, etc. 1 - 6.5 dB Yagi Antenna, Bluewave 30 ft. - RFS 1/2" 50 Ohm Superflex Coaxial Cable 2 - 1/2" Grounding Kit 4 - RFS Type N 1/2" Connectors, Female 4 - RFS Type N 1/2" Connectors, Male 1 - 1/2" Weatherproofing Kit One Lot - Miscellaneous Mounting Hardware
1		RF Surge Protector Enclosure Phoenix Contact CoaxTrab RF Surge Protector mounted in polycarbonate enclosure
<u>Head of Canal Monitoring Site</u>		
1	RTU-Head	PLC-based Remote Telemetry Unit Enclosure Size: 30" H x 24" W x 12" D Enclosure Rating & Materials: NEMA 4X, #304 Stainless Steel Note: This panel can be mounted indoors, SST may not be required. Solar Heat Protection: Powder-coated White Finish PLC: Allen-Bradley MicroLogix 1400, 24 VDC with Memory Module Available I/O: 20 DI, 14 DO, 4 AI, 2 AO Wired I/O: 12 DI, 6 DO, 4 AI, 0 AO AC Power Backup: Battery Backup with two (2) 9 AH Batteries Communications: AT&T Cellular (Sierra Wireless Cellular Modem) Operator Interface Terminal: Not Included Miscellaneous Options: Heater & Thermostat Phantom Multiband Omni Antenna w/ N Female connector, TESSCO #500500 3 ft. WiFi Antenna Cable, LMR240, N Male to SMA Male - TESSCO #372978 Weboost Cellular Booster Kit - Includes: Cellular Booster Omni-directional Antenna, 30 ft. Extension Cable, TESSCO #559733 Standard Features: AC Power Surge Protector LED Light Fixture (mounts in top of panel) GFI Utility Outlet RTU Door Limit Switch Digital I/O Surge Protection: Indicating Interposing Relays Analog I/O Surge Protection: MR Kamikaze II Analog Surge Protector

Customer: Columbia, SC
 Project: Canal Level Control System Monitoring
 MR Quote #:Q18-5431, Rev. 0



February 19, 2018

Bill of Materials and Labor

Qty	Tag/Loop	Description
	<u>Notes</u>	
2		Cellular antenna and cable is included in above RTU pricing.
1		MR Systems will install two (2) Current-to-Current Signal Isolators so that we can monitor the existing level transducers.
		Miscellaneous wire, terminals, etc. to be installed inside the existing Wooden Building to connect the existing I/O signals to the new RTU.

Project Labor

One Lot	Project Engineering, Electrical Design, Mechanical Design, Drafting & Administrative Labor (including Travel & Living expenses) as required to perform final system design and to prepare Submittals and Record Drawings as required by the Contract Documents.
One Lot	HMI Software Applications Development & Graphics Design Labor (including Travel & Living expenses) as required by the Contract Documents.
One Lot	PLC Control Strategy Design & Programming Labor (including Travel & Living expenses) to be performed as required by the Contract Documents.
One Lot	Field Service (including Travel & Living expenses) to provide installation supervision calibrations, startup, training, etc. as required by the Contract Documents.
One Lot	Electrical Installation or Terminations (including Travel & Living expenses) to provide installation of conduit, wire, etc. as required by the Contract Documents.
1 Year	Onsite Comprehensive Warranty (including Travel & Living expenses)
One Lot	Freight

Estimated Subtotal of Labor and Materials: \$57,000

State Sales Tax - NOT INCLUDED: \$

Estimated Total Project Cost: \$57,000

General Notes:

A * Sales Representation *

Mr. Doug Wilson, P.E., of Heyward, Inc. in Charlotte, NC, is our local sales representative. Doug may be reached at 704-583-2305 (Office) or 704-591-1240 (Cell).

Customer: Columbia, SC
 Project: Canal Level Control System Monitoring
 MR Quote #:Q18-5431, Rev. 0



February 19, 2018

Bill of Materials and Labor

Qty	Tag/Loop	Description
B	* Technical Questions *	For technical or scope of supply questions contact Tom Hopkins of MR Systems, Inc. Tom may be reached at 678-325-2829 (Office) or 770-519-1299 (Cell).
C	* Installation of Conduit and Wire *	This quotation INCLUDES the supply and installation of conduit and wire as specifically noted above.
D	* Equipment Installation *	This quotation INCLUDES the physical installation of RTUs, antennas and masts, and other devices or other devices noted above.
E	* Wiring Terminations *	This quotation INCLUDES the termination of field wiring to field instruments, control panels, RTU panels, and/or other devices supplied under this scope of supply. Terminations of wiring to equipment supplied by Others are
F	* Fiber Optics Cable *	This quotation DOES NOT INCLUDE the supply or physical installation of Fiber Optic Cable.
G	* Fiber Optic Cable Termination *	This quotation DOES NOT INCLUDE termination or testing of fiber optics cable.
H	* Coaxial Cable Installation *	This quotation INCLUDES the supply and physical installation of coaxial cable and ancillary components as specifically noted above.
I	* Installation of Communications Towers or Poles *	This quotation INCLUDE the supply and physical installation of one (1) antenna mast.
J	* Contractor License Information *	MR Systems' South Carolina Electrical Contractor's License Number is M108855, EL5 (Unlimited).
K	* Professional Engineering Authorization *	As required by the South Carolina Board of Labor, Licensing and Regulation, System Integrators are required to hold a Certificate of Authorization to practice professional engineering in order to perform system integration. MR Systems' Certificate of Authorization Number is C01888.
L	* Terms and Conditions *	MR Systems, Inc. General Terms & Conditions of Sale apply to any order resulting from this quotation. Please refer to the link provided below for a copy of our General Terms and Conditions of Sale. https://www.mrsystems.com/sellersterms/

Customer: Columbia, SC
Project: Canal Level Control System Monitoring
MR Quote #:Q18-5431, Rev. 0



February 19, 2018

Bill of Materials and Labor

Qty	Tag/Loop	Description
-----	----------	-------------

Revision Notes:

Rev. 0 EST First Issue - Estimate of Probable Construction Costs - 2018-02-19 - THH

Requisition # R187640JUSTIFICATION 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 UTILITY OPERATIONS - COLUMBIA WATER Division,
10 APC 600VA UPS UNITS/MR SYSTEMS CUSTOM UPS FAILOVER CIRCUIT
AND INSTALLATION/LABOR FOR THE SCADA PANELS AT LMWP

as a sole source procurement from MR SYSTEMS, INC.

based upon the following justifications: MR SYSTEMS, INC. IS THE
SOLE MANUFACTURER OF THE SCADA PANEL
UPS UNITS AND FAILOVER CIRCUIT, USED AS BATTERY-BACKUP UPS

ORIGINAL

This sole source is valid through June 30, 2018. Amount \$ 10,761.12

Utility Operations	<u>[Signature]</u>	01/19/2018
Department	Signature of Department Head	Date
	<u>[Signature]</u>	2/15/18
	Signature of Purchasing Agent	Date
	<u>[Signature]</u>	2/15/18
	Signature of Finance Director	Date
	<u>[Signature]</u>	2/15/2018
	Signature of Asst. City Manager	Date
	<u>[Signature]</u>	2/16/18
	Signature of City Manager	Date

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

- Notes: (1) Enter Division Name
 (2) Enter description of goods or services to be procured
 (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. 06/2016)

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.



R187640
Sole Source

January 18, 2018

Columbia Lake Murray WTP
102 Rocky Point Drive
Columbia, SC

Attn: Mr. Trey Varn

RE: Sole Source Procurement

Gentlemen:

This letter serves as a sole source document for products and controls manufactured by MR Systems, Inc.

To the best of our knowledge, no other vendor manufactures any MR Systems, Inc. water or wastewater products or controls.

We look forward to having the opportunity to work with you and your company in the future. Please call us if we can be of service in any way.

Regards,
MR Systems, Inc.

A handwritten signature in black ink, appearing to read 'Thomas H. Hopkins, Jr.', is written over the printed name.

Thomas H. Hopkins, Jr.
Chief Executive Officer

Office Direct: 678-325-2829
Mobile: 770-519-1299

ORIGINAL

cc. Mr. Jason Poston, P.E.



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of one (1) Medium Duty Backhoe for the Lake Murray Water Treatment Plant, as requested by the Fleet Services Division. Award to Blanchard Machinery, using the SC State Contract in the amount of \$78,606.00. This vendor is located in West Columbia, SC.

REQUISITION NO.: R188900

FINANCIAL IMPACT: Funding Source: Utilities Lake Murray Wastewater Plt - Auto, Trucks, Heavy Equipment Capital: 5516207-658500. The original budgeted amount is \$80,000.00.

ORIGINAL BUDGET: \$78,606.00

BUSINESS PROGRAM: Local Business Enterprise Program

STRATEGIC GOALS: Provide high quality municipal services

Sec 2-204. (9) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through state contracts.

ATTACHMENTS:

- **#a:** Fleet Approved Quote(PDF)
- **#b:** State Contract (PDF)
- **#c:** Abstract (PDF)

Blanchard

Quotation

DATE 2/14/2018

3151 Charleston Hwy
West Columbia SC 29172
Phone (803) 518-0113 bsmith@blanchardmachinery.com

City of Columbia
Mr. Edgar Heustess

Prepared by: Brian Smith

Reference Number	Description	Sales Price
450-8446	415F2 BHL ST TIER 4 HRC	
206-1747	BELT, SEAT, 2" SUSPENSION	
219-3387	BUCKET-HD, 24", 6.2 CFT	
337-7382	BUCKET-GP, 1.0 CYD	
337-9694	COUNTERWEIGHT, 255 LBS	
433-4805	SEAT, FABRIC	
450-8498	CONTROL, PILOT,S/STK, NO LINES	
450-8516	HYDRAULICS GP, 4FCN/6BNK, PT	
450-8637	PT, 2WD, STD SHIFT, PILOT	
450-8681	CAB, STANDARD	
450-8712	HEATER, T4	
450-8713	AIR CONDITIONER, T4	
450-8726	STICK, STANDARD, 14FT	
450-8762	ENGINE, 55KW, C3.4B DITA, T4F	
9R-1085	STABILIZER PADS, STREET	
9R-5321	CUTTING EDGE, TWO PIECE	
447-0049	PRODUCT LINK, CELLULAR, PL641I	
	STATE CONTRACT 4400012165 MEDIUM DUTY BACKHOE PRICE	62,934.00
ADD	REMOVE GP FRONT BUCKET AND ADD 337-7436 4 IN 1 FRONT BUCKET	4,023.00
ADD	REMOVE GP HYDRAULICS AND ADD 450-8522 6FN/8BNK MP HYD	2,640.00
ADD	450-8639 PT, 4WD, STD SHIFT PILOT	9,460.00
ADD	REMOVE 2WD TIRES AND ADD 379-2161 TIRES 12.5 80/19.5L-24, GY	1,450.00
ADD	REMOVE STREET PADS AND ADD 9R-6007 FLIP OVER PADS	330.00
ADD	353-1389 GUARD, STABILIZER	825.00
ADD	444-7500 COUPLER, PG, MANUAL, DUAL LOCK	2,026.00
ADD	ADD 450-8678 CANOPY, BASE AND DELETE ENCLOSED CAB	(4,089.00)
ADD	DELETE 450-8712 AND 450-8713 HEAT AND AC	(1,493.00)
	36 MONTH / 5,000 HOUR POWERTRAIN AND HYDRAULIC WARRANTY	
	SC SALES TAX	500.00
	TOTAL PRICE	\$78,606

524
3-16-18

History					
USER ID		WHEN IN	NAME	WHEN OUT	
AFJACKSO	✓	03/16/18 09:29:22	Amanda F. Jackson	03/16/18 09:31:52	wav
CESHEALY	✓	03/16/18 09:35:57	Clint E. Shealy	03/16/18 10:29:24	wav
CESHEALY	✓	03/16/18 11:11:06	Clint E. Shealy	03/16/18 11:11:06	wBl
EAHEUSTE	✓ ✕ ↘ ☞	03/16/18 11:11:09	Edgar Heustess		wFl
TBA		Future Task Item	To Be Assigned		wFi
TBA		Future Task Item	To Be Assigned		wAs
TBA		Future Task Item	To Be Assigned		wCi
TBA		Future Task Item	To Be Assigned		wPu
TBA		Future Task Item	To Be Assigned		wCi
TBA		Future Task Item	To Be Assigned		wBl

Summary

Purchase Request# = R188900
 PR Total\$ = \$78,606.00
 Requested By = Amanda F. Jackson
 Request Date = 3/16/2018
 Entry Date = 3/16/2018
 Vendor = V003102-BLANCHARD MACHINERY COMPANY

ACCOUNT INFORMATION

Item#	Quantity	Price	Item Total	Lg	Key	Object	Amt/Pct
0001	1.00	\$78,606.00	\$78,606.00	GL	5516207	658500	

Item Description

MEDIUM DUTY BACKHOE

PR Notes

STATE CONTRACT 4400012165

BLANCHARD/CAT MEDIUM DUTY BACKHOE
 TAX CHARGE \$500

EDGAR HEUSTESS IN FLEET SERVICES WILL HAVE ALL SPECS
 FOR PURCHASE.

REQUISITION ATTACHED.

Print After Notes

CONTACT AMANDA JACKSON
 803-401-8844

EDGAR HEUSTESS - FLEET
 803-545-3805

Sheila Willis, Procurement Manager
Email: swillis@mmo.sc.gov
Tele: (803) 737-4417

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

Section: R
Page: 100
Date: 01/12/2016

CONTRACTS FOR:

BACKHOE/LOADERS IN 3 CLASSIFICATIONS (MEDIUM DUTY, HEAVY DUTY, and SUPER HEAVY DUTY) and HEAVY DUTY MOTOR GRADER

BACKHOE LOADER CONTRACT PERIOD: January 12, 2016 to January 11, 2019

MOTOR GRADER CONTRACT PERIOD: January 12, 2016 to January 11, 2019

(THE ABOVE DATES REFLECT THE MAXIMUM CONTRACT PERIOD)

NOTE: The “**BASE PRICE**” for each make and model are listed below. A link to the contract sheet for each contractor is in the far right column below. On each contract sheet are links to the contractor’s offer. The offers contain a completed questionnaire listing detailed information about each model bid. The links can be found next to model numbers. **Options not requested herein, but which may be required by the user on this contract, will be furnished by the contractor at its cost plus no more than 10%.** Options include but are not limited to, open station ROPS cab, 4WD, extendable dipper, 4 in 1 bucket, quick coupler, outrigger cylinder guards. The State reserves the right to require third party documentation of the dealer’s cost for any optional items.

[Click Here to go to the Entire Solicitation Document](#)

(Specifications are in Section III, Pages 17-40)

Sheila Willis, Procurement Manager
 Email: swillis@mmo.sc.gov
 Tele: (803) 737-4417

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

Section: R
 Page: 101
 Date: 01/12/2016

MEDIUM DUTY BACKHOE / LOADERS: 4 WHEEL IND TYPE WITH MIN. 72 HP
 DIESEL ENGINE - DIGGING DEPTH NOT LESS THAN 14 FEET

MAKE	MODEL	PRICE	LINK TO CONTRACT SHEETS
Case	<u>580N EP</u>	\$54,721.33	Click Here for Vendor Information
JCB	<u>3CX-14</u>	\$60,283.63	Click Here for Vendor Information
Caterpillar	<u>415F2</u>	\$62,934.00	Click Here for Vendor Information

HEAVY DUTY BACKHOE / LOADERS: 4 WHEEL IND TYPE WITH MIN. 90 HP
 DIESEL ENGINE - DIGGING DEPTH NOT LESS THAN 15 FEET

MAKE	MODEL	PRICE	LINK TO CONTRACT SHEETS
Case	<u>580SN</u>	\$62,537.00	Click Here for Vendor Information
Caterpillar	<u>420F2</u>	\$72,307.00	Click Here for Vendor Information
JCB	<u>3CX-15 SUPER</u>	\$73,423.05	Click Here for Vendor Information

SUPER DUTY BACKHOE / LOADERS: 4 WHEEL IND TYPE WITH MIN. 92 HP
 DIESEL ENGINE - DIGGING DEPTH NOT LESS THAN 15 FEET

MAKE	MODEL	PRICE	LINK TO CONTRACT SHEETS
Case	<u>590SN</u>	\$75,233.85	Click Here for Vendor Information
Caterpillar	<u>420F2 IT</u>	\$82,359.00	Click Here for Vendor Information
John Deere	<u>410 L</u>	\$86,909.00	Click Here for Vendor Information

HEAVY DUTY MOTOR GRADER: 6 WHEEL IND TYPE WITH 140-160 HP
 DIESEL ENGINE

MAKE	MODEL	PRICE	LINK TO CONTRACT SHEETS
Caterpillar	<u>120M2</u>	\$194,248.00	Click Here for Vendor Information
John Deere	<u>670G</u>	\$208,438.00	Click Here for Vendor Information

Sheila Willis, Procurement Manager
Email: swillis@mmo.sc.gov
Tele: (803) 737-4417

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

Section: R
Page: 103
Date: 01/12/2016

MAKE:**CATERPILLAR****MODELS:**

[415F2 \(Medium Duty Backhoe\)](#) [Click Here to See Contractor's Offer](#)
[420F2 \(Heavy Duty Backhoe\)](#)
[420F2 IT \(Super Duty Backhoe\)](#)
[120M2 \(Heavy Duty Motor Grader\)](#)

VENDOR:

Blanchard Machinery
P.O. Box 7517
Columbia, SC 29202

CONTACT NAME:

Brian Smith

PHONE NO.:

(803) 518-0113

E-MAIL ADDRESS:bsmith@blanchardmachinery.com**VENDOR NO.:**

7000052564

F.E.I.N.:

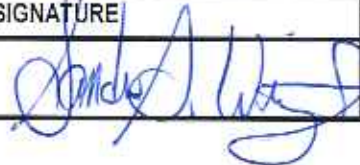
57-0528296

CONTRACT NO.:

4400012165

[BACK TO TOP](#)

ABSTRACT OF QUOTATIONS / PROPOSALS / BIDS

 We Are Columbia Together we will build a world-class city		PURCHASE REQUEST (PR) NO.		Type of Procurement (Bid, Sole Source, Emergency, etc.)		Project Name and Number	
		R188900		State Contract		Medium Duty Backhoe	
OFFEROR / PROPOSER NAME & ADDRESS		Blanchard Machinery P.O. Box 7517 Columbia, SC 29202					
POINT OF CONTACT		Brian Smith					
PHONE		803-518-0113					
TYPE PROPOSAL - WRITTEN/FAX/ORAL		Written					
QUOTATION / PROPOSAL / BID NO.		Q180441					
QUOTATION / PROPOSAL / BID DATE		14-Feb-18					
GSA / SC STATE / NJPA / OTHER CONTRACT NO.		SC State # 4400012165					
PROPOSED DISCOUNT TERMS		N/A					
PROPOSED DELIVERY							
ITEM NO.	QUANTITY	UNIT OF ISSUE	UNIT PRICE	EXT AMT w/Tax	ITEM DESCRIPTION		
0001	1	EA	\$ 78,106.00	\$ 78,606.00	Caterpillar 415F2 Medium Duty Backhoe		
				\$ -			
				\$ -			
				\$ -			
				\$ -			
				\$ -			
				\$ -	Pricing was verified to have the applicable discount in accordance with the SC State Contract.		
				\$ -			
				\$ -			
				\$ -			
				\$ -			
				\$ -			
TOTAL PRICE				\$ 78,606.00			
PREPARED BY:		SIGNATURE		PROCUREMENT DIRECTOR:		SIGNATURE	
Richard J. Buelow II				Sandra Wright		 4/3/18	



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #3 for Project SS7280; Sewer System Evaluation Study and Sewer Rehabilitation Implementation for Rocky Branch 01, as requested by Columbia Water. Award to Brown and Caldwell, Incorporated, in the amount of \$86,275.00. This firm is headquartered in Walnut Creek, CA and has a local office in Columbia, SC.

PURPOSE: This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project.

4D Engineering, (Protégé) a Woman-Owned Business Enterprise located in Lexington, SC, will provide sewer assessment, field data QA/QC assessment, ratings, and recommendation permitting, and construction administration services at \$37,555.00 (43.53%) of the contract amendment amount.

REQUISITION NO.: R158802

FINANCIAL IMPACT: Funding Source: 55299999-SS7280-658650. The original budgeted amount is \$86,275.00.

ORIGINAL BUDGET: \$86,275.00

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

The above referenced Contract Amendment #3 is to compensate the Engineer for providing full time construction inspection services for a Sewer System Evaluation Study of Rocky Branch 01. This amendment will also extend the Agreement from April 1, 2018 to June 30, 2019.

Agreement	Amount	Sub-consulting participation	Sub-consulting participation percentage	DBE participation	DBE participation percentage
Original Agreement	\$1,293,500.00	\$778,659.00	60.2%	\$778,659.00	60.2%
Contract Amendment #1	\$63,563.00	\$45,463.00	71.52%	\$45,463.00	71.52%
Contract Amendment #2	\$288,360.00	\$142,080.00	49.27%	\$142,080.00	49.27%
Contract Amendment #3	\$86,275.00	\$37,555.00	43.53%	\$86,275.00	43.53%
Revised Total Amount	\$1,731,698.00	\$1,003,757.00	57.96%	\$1,003,757.00	57.96%

Services to be performed will impact all City Council Districts. The Office of the City Attorney has approved the Contract Amendment. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** BrownandCaldwell.2018.SSESRockyBranch01.SS7280.CA3.nj (PDF)
- **#b:** SS7280 Map (PDF)

Agreement for Engineering Services
Sewer System Evaluation Study for Rocky Branch 01
Project Number: SS7280

Brown and Caldwell, Incorporated and City of Columbia, SC

Contract Amendment # 3

February 28, 2018

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Brown and Caldwell Incorporated (Engineer) dated July 15, 2014 (Agreement) to compensate Engineer for providing full time construction inspection services for a Sewer System Evaluation Study of Rocky Branch 01. This amendment will also extend the Agreement from April 1, 2018 to June 30, 2019.

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

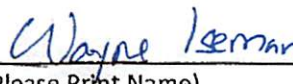
Proposed Change and Basis for Payment:

Original Contract Price:	\$ 1,293,500.00
Previous Change Orders:	\$ 351,923.00
This Change (addition):	\$ 86,275.00
Revised Contract Price:	\$ 1,731,698.00

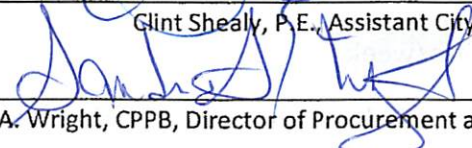
Additional funds are to be provided in the following manner: 5529999-SS728601-658650

This Change is Acceptable:

Brown and Caldwell, Incorporated:



 Date: 3/26/18
 Signature (Please Print Name)
 Title: Vice President

City of Columbia:

By: 
 Joseph D. Jace, P.E., Director of Utility Operations
 By: 
 Clint Shealy, P.E., Assistant City Manager for Columbia Water
 By: 
 Sandra A. Wright, CPPB, Director of Procurement and Contracts/Purchasing Agent

Approval of Change: _____

Teresa Wilson, City Manager

BrownandCaldwell.2018.SSESRockyBranch01.SS7280.CA3.nj.doc

APPROVED AS TO FORM

 3/21/18
 Legal Department City of Columbia, SC



COST CHANGE AMENDMENT 3

Mr. John Riggs, P.E.
Wastewater Engineer
City of Columbia
Utilities and Engineering
1136 Washington Street
Columbia, South Carolina 29217

Subject: **PROJECT NAME:** Sewer System Eval Study (SSES) of Rocky Branch 01
CIP NUMBER: SS7280

Dear Mr. Riggs,

The rehabilitation of the sanitary sewer system in Rocky Branch Basin RB01 is underway. At the request of the City, Brown and Caldwell (BC) is assisting with full time construction inspection services.

Task 9 of the contract outlines the requirements of the full time construction inspection. Due to additional inspection requirements based of the construction contractors schedule, number of crews and day/night work operations, the following projected changes are requested for continued execution of this task:

I. SCOPE ADDITION/DELETION

Task 9 – Full Time Construction Inspection

Hours and Rates

During weeks in October 2017 through January 2018 (16 weeks @ 70 hrs/week) of the project the breakdown between Brown and Caldwell and 4D Engineering will be:

BC Inspector: 35 hrs/week

4D Engineer Site Visits: 35 hrs/week

During weeks in February 2018 (4 weeks @ 40 hrs/week) of the project the breakdown between Brown and Caldwell and 4D Engineering will be:

BC Inspector: 20 hrs/week

4D Engineer Site Visits: 20 hrs/week

Brown AND Caldwell

The total inspection hours estimated to complete the project is 1280. There are currently 468 hours, as of September 28, 2017, remaining on the contract. With the above projections, an additional 812 hours will need to be allocated. The hours will be split 50/50 with the MPP partner, 4D Engineering for a total of \$86,275.

Brown and Caldwell – 406 hrs @ \$120/hr = \$48,720

4D Engineering – 406 hrs @ \$92.50/hr = \$37,555

The hourly rate, which includes mileage and expenses, for the inspectors are:

BC Inspector: \$120/hour

4D Inspector: \$92.50/hour

Total additional inspection hours and compensation required for Task 9 are:

BC Inspector: 406 hours = \$48,720

4D Inspector: 406 hours = \$37,555

Requested in Contract Amendment = \$86,275

II. COMPENSATION

Task Number	Task Title	Original Contract	Previous Amendment(s)	Current Amendment(s)	New Contract Value
Task1	Project Mangement & Administration	\$151,000.00	\$6,300.00	\$0.00	\$157,300.00
Task2	Data Management	\$206,000.00	\$20,507.00	\$0.00	\$226,507.00
Task3	Sewer Assessment	\$516,000.00	\$36,756.00	\$0.00	\$552,756.00
Task4	Sewer Assessment Results & PDR	\$66,000.00	\$0.00	\$0.00	\$66,000.00
Task5	Rehabilitation Implementation	\$49,000.00	\$0.00	\$0.00	\$49,000.00
Task6	Permitting	\$7,500.00	\$0.00	\$0.00	\$7,500.00
Task7	Project Bidding	\$23,500.00	\$0.00	\$0.00	23,500.00
Task8	Gen Services During Const.	\$240,500.00	\$4,200.00	\$0.00	\$244,700.00

Brown AND Caldwell

Task Number	Task Title	Original Contract	Previous Amendment(s)	Current Amendment(s)	New Contract Value
Task9	Full Time Const. Inspection*	\$0.00	\$284,160.00	\$86,275.00	\$370,435.00
Task10	Final Completion	\$34,000.00	\$0.00	\$0.00	\$34,000.00
Total Fee		\$1,293,500.00	\$351,923.00	\$86,275.00	\$1,731,698.00

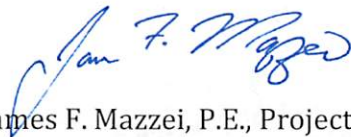
**Task 9 shall be compensated based on hourly rates with a total not to exceed the proposed amendment amount without City approval.*

The mentor protégé participation for the work included in this amendment is 43.53%. An updated Exhibit D is attached.

Brown and Caldwell appreciates the opportunity to provide construction inspection services to the City of Columbia for the SSES for Rocky Branch Basin RB01 project. If you have any questions please feel free to contact me.

Sincerely,

Brown and Caldwell



James F. Mazzei, P.E., Project Manager
Columbia, SC

cc: Clean Water 2020 Project Manager

EXHIBIT D**City of Columbia
CIP # SS7280****Sewer System Evaluation Study and Sewer Rehabilitation Implementation****SUBCONSULTANT FIRM INFORMATION RECORDS**

The Engineer shall list all firms, including minority and female owned firms, providing subconsulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone Number	Group (MBE, FBE SBE, Non M/F/SBE)	Services to be Provided	Dollar Value of Services
4D Engineering 305 North Lake Drive Lexington, SC 29072	Charlie Deep, P.E. (803) 356-0909	MBE, SBE, SWBE	Sewer Assessment Field Data QA/QC Assessment, Ratings, and Recommendation Permitting Construction Admin	\$778,659.00
4D Engineering 305 North Lake Drive Lexington, SC 29072	Charlie Deep, P.E. (803) 356-0909	MBE, SBE, SWBE	Services as outlined in Amendment 1	\$45,463.00
4D Engineering 305 North Lake Drive Lexington, SC 29072	Charlie Deep, P.E. (803) 356-0909	MBE, SBE, SWBE	Services as outlined in Amendment 2	\$142,080.00
4D Engineering 305 North Lake Drive Lexington, SC 29072	Charlie Deep, P.E. (803) 356-0909	MBE, SBE, SWBE	Services as outlined in Amendment 3	\$37,555.00

SS7280 Contract Summary					
	Total Contract Amount	Protégé	% of Contract Amount	Sub Consultant	% of Contract Amount
Original Contract	\$1,293,500	\$778,659	60.20%		0.00%
CA #1	\$63,563	\$45,463	71.52%		0.00%
CA #2	\$288,360	\$142,080	49.27%		0.00%
CA #3	\$86,275	\$37,555	43.53%		0.00%
New Total Contract Amount	\$1,731,698	\$1,003,757	57.96%		0.00%



COLUMBIA
SOUTH CAROLINA

Mentor Protégé Program Implementation Plan

Date: ~~5-March-2014~~ ~~Updated: 17-October-2016~~ Updated: 14 December 2017

Mentor: Brown and Caldwell

Protégé: 4D Engineering

Project Number: SS 7280 Project Name: SSES & Rehab Rocky Branch RB01

Project Contract Amount: ~~\$1,203,500.00~~ ~~\$1,615,123.00~~ \$1,731,698.00

Reference: Business Plan dated October 17, 2013

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.

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

BC has executed a Master Services Agreement with 4D Engineering. This project will be contracted via a task order to that MSA. BC will provide full time inspection as outlined in Amendment 2.

4D Engineering will generally be responsible for sewer assessments, field data QA/QC, permits, and construction site visits. 4D will also provide a full time inspector as outlined in Amendment 2.

2. How will the goals specified in the MPP Business Plan and MPP Agreement will be implemented via the work on the project? Address general goals here and specific goals in question 9.

4D Engineering will gain experience in the assessment of sanitary sewers by managing the field work (MH inspections, smoke testing, CCTV, etc.) and managing the vast volumes of data associated with that work type. 4D will also gain experience in developing rehabilitation plans and insuring implementation is successfully executed by a contractor.

4D Engineering will work with BC to gain experience in inspecting sewer rehab projects.

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 team that would indicate success is being achieved.

The team will work closely to manage the field services subcontractor and execute the sewer assessment in accordance with the scope of work. We will have regular data deliverables to the Clean Water 2020 program for review. Success will be measured by the quality and completeness of the data, effective communication within the project team, and the value of the experience with this specialty type of work.

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

Mentor: Project team is outlined in Exhibit A of the agreement.

Jay Mazzei - Project Manager

Kenneth Whetstone - Data Management

Wayne Iseman - Client Services

John Epling - Construction Admin

Protégé:

Charlie Deep - Project Manager

Dustin Johnson - Project Engineer

Special Arrangements:

Protege will subcontract field assessments to a specialty contractor

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

a. Description of Mentor's responsibilities:

Overall project delivery (see Exhibit A of agreement). Includes quality and completeness of sewer assessments, analysis of data and recommendations for rehabilitation, development of construction contract documents, and construction administration.

b. Description of Protégé's responsibilities on project:

Protege's focus will be on the sewer assessments and quality control of the data stemming from the field work. Protege will also be responsible for permits associated with the rehabilitation and providing regular site visits and full time inspection during construction.

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

Data management will be a team effort. The Mentor and Protege have developed a detailed flow chart outlining the requirements for quality assurance and management. We will also work together during construction administration.

6. What percentage of the project is being implemented by the Protégé?

Protégé Contract Value: ~~5778,659.00~~ ~~5968,292.00~~ \$1,003,757.00

Percentage of Contract: ~~80.2%~~ ~~-58.7%~~ 57.9% i.e. 37.8%

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

A detailed schedule is included in Exhibit C of the Agreement. The schedule will be updated monthly during the execution of the work. Overall project duration is expected to be 32 45 months beginning in June July 2014.

Protege will be heavily utilized during the first 10 months and the last 42 18 months

8. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

Mentor will submit monthly reporting requirements on the utilization of the Protege. Mentor will have monthly progress meetings with the City and will add a reoccurring agenda item to provide a status of the MPP team and identify/address MPP related issues.

9. What are the team's specific goals and milestones for the current project?

- Ensure field data quality and completeness
- Meet established project schedule to ensure compliance with consent decree deadlines
- Identify corrections to mapping for continuity and basin delineations
- Prepare contract documents for rehabilitation that utilize CleanWater 2020 program standards

10. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

- During sewer assessments, Mentor and Protege will meet weekly to review status of data collection and quality control checks. After field work is complete, meetings will be held on a monthly basis.
- During construction inspection, BC and 4D will meet regularly.

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

- 4D Engineering will submit invoices monthly to BC, who will include on the next pay application to the City. 4D Engineering will be paid within 10 days of BC receiving payment or within 45 days.

12. Other Issues.

None



COLUMBIA

SOUTH CAROLINA

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Brown and Caldwell (Mentor Firm) this 5 day of March, 2014
Corporate SEAL

	As Revised: 14 December 2017	As Revised: 17 October, 2016
By: <u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>
Title: <u>Associate</u>	<u>[Signature]</u>	<u>[Signature]</u>
ATTEST:		
By: <u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>
Title: <u>Vice President</u>	<u>[Signature]</u>	<u>[Signature]</u>

EXECUTED by 4D Engineering (Protégé Firm) this 5 day of March, 2014
Corporate SEAL

	As Revised: 14 December 2017	As Revised: 17 October, 2016
By: <u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>
Title: <u>Chief Executive Officer</u>	<u>CEO</u>	<u>[Signature]</u>
ATTEST:		
By: <u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>
Title: <u>Engineering Associate II</u>	<u>[Signature]</u>	<u>[Signature]</u>

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 20th day of December, 2017.

By: [Signature]
Title: Compliance Administrator

Figure 1
Five Points Area



January 2014

Rocky Branch Basin
RB01

Legend

- MIs to be inspected
- Recently Inspected MIs
- Less than 15"
- 15" and greater
- NonRB01 Pipes
- Rocky Branch Basin 1 Boundary

1 inch = 1,000 feet

Location Map





We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of one (1) Townmaster Trailer and (1) Compact Track Loader for the Parks and Recreation Department, as requested by the Fleet Services Division. Award to Blanchard Machinery using the SC State Contract in the amount of \$94,569.00. This vendor is located in West Columbia, SC.

REQUISITION NO.: R188885

FINANCIAL IMPACT: Funding Source: Parks Buildings and Grounds - Auto, Trucks, Heavy Equipment Capital: 1015104-958500. The original budgeted amount is \$100,000.00.

ORIGINAL BUDGET: 94,569.00

BUSINESS PROGRAM: Local Business Enterprise Program

STRATEGIC GOALS: Provide high quality municipal services

Sec 2-204. (9) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through state contracts.

ATTACHMENTS:

- **#a:** Quotes (PDF)
- **#b:** State Contract (PDF)
- **#c:** Abstract (PDF)



Quote 125854-01

CITY OF COLUMBIA

March 1, 2018

PO BOX 147
COLUMBIA, SC 29217

Attention: Edgar Heustess

Dear Edgar,

Thank you for your interest in Blanchard Machinery and our Caterpillar products. We are pleased to quote the following for your consideration.

One (1) New Cat Model: 279D AH2 COMPACT TRACK LOADERS with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: SERIAL NUMBER: 0GTLxxxxx YEAR: 2018 SMU: 3

One (1) New Cat Model: 279D AH2 COMPACT TRACK LOADERS with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN - Cat C3.3B Diesel Engine - Gross Horsepower per SAE J1349 - 74.3 hp (55.4 kW) @ 2400 RPM - EPA Tier 4f and EU Stage IIIB - Certified with After treatment - Electric Fuel Priming Pump - Glow plugs Starting Aid - Liquid Cooled, Direct Injection - Air Cleaner, Dual Element, Radial Seal - S-O-S Sampling Valve, Hydraulic Oil - Filter, Cartridge Type, Hydraulic - Filters, Cartridge Type, Fuel - and Water Separator - Radiator / Hydraulic Oil - Cooler (side-by-side) - Spring Applied, Hydraulically Released, - Parking Brakes - Hydrostatic Transmission - Four Wheel Chain Drive -

UNDERCARRIAGE - Steel Imbed Rubber Track 15.7 in (400mm) - Dual Flange Front Idler, Single Flange - Rear Idler - Suspension - Independent Torsion Axle(4) - 2 Speed Motor -

HYDRAULICS - Standard Flow Auxiliary Hydraulics - Continuous Flow - **CONTROLS**: - Electro/Hydraulic Implement Control, RH - Electro/Hydraulic Hydrostatic - Transmission Control, LH

ELECTRICAL - 12 Volt Electrical System - 80 Ampere Alternator - Ignition Key Start / Stop / Aux Switch - Lights:- Gauge Backlighting - Two Rear Tail Lights - Two Rear Halogen Working Lights - Two Adjustable Front - Halogen Lights - Dome Light - Backup Alarm - Heavy Duty Battery, 880 CCA - Electrical Outlet, Beacon

OPERATOR ENVIRONMENT - Gauges : - Fuel Level - Hour Meter - Operator Warning System Indicators: - Air Filter Restriction - Alternator Output - Armrest Raised / Operator - Out of Seat - Engine Coolant Temperature - Engine Oil Pressure - Glow Plug Activation - Hydraulic Filter Restriction - Hydraulic Oil Temperature - Park Brake Engages - Regeneration- Engine Emissions - Storage compartment with netting - Adjustable Vinyl Seat - Ergonomic Contoured Armrest - Adjustable Joystick Controls - Control Interlock System, when Operator - Leaves Seat or Armrest Raised : - Hydraulic System Disables - Hydrostatic Transmission Disables - Parking Brake Engages - ROPS Cab, Open, Tilt Up - Anti-theft Security System w/6-button - keypad - FOPS, Level I - Top and Rear Windows - Floormat - Interior Rear View Mirror - 12V Electric Socket - Horn - Hand (Dial) Throttle, Electronic

FRAMES - Lift Linkage, Radial Path - Chassis, One Piece Welded - Machine Tie Down Points (4) - Belly Pan Cleanout - Support, Lift Arm - Rear Bumper, Welded

OTHER STANDARD EQUIPMENT - Engine Enclosure - Lockable - Extended Life Antifreeze (-37C, -34F) - Coupler, Mechanical - Hydraulic Oil Level Sight Gauge - Radiator Coolant Level Sight Gauge - Radiator Expansion Bottle - Cat Tough Guard Hose - Heavy Duty Flat Faced Quick Disconnects - with Integrated Pressure Release - Split D-Ring to Route Work Tool Hoses - Along Side of Left Lift Arm - Variable Speed Hydraulic Cooling Fan - Per SAE J818-2007 and EN 474-3:2006 and - ISO 14397-1:2007 - Rated Operating Capacity: - At 50% Tipping Load - - 2935 lb - - 1331 kg - At 35% Tipping Load - - 2055 lb - - 932 kg -

MACHINE SPECIFICATIONS

Description	Reference No
279D CTL TIER 4 FINAL HRC	345-5279
INSTRUCTIONS, ANSI, USA	388-8149
RIDE CONTROL, NONE	345-4937
ROPS, ENCLOSED WITH A/C (C3)	345-4919
SEAT,AIR SUSPENSION,CLOTH,HEAT	345-6359
RADIO, AM/FM, BLUETOOTH	345-6180
DISPLAY, ADVANCED, LCD, CAMERA	416-9265
RUBBER BELT, 2 SPD, TF IDLERS	357-0248
TRACK,RUBBER,450MM(17.7 IN)BAR	454-6059
LIGHTS, HALOGEN	495-1672
PRODUCT LINK, CELLULAR PL240	441-4818
FAN, COOLING, DEMAND	486-6957
QUICK COUPLER, HYDRAULIC	515-8590
PACKAGE, PERFORMANCE, (H3)	345-5447
BATTERY, XTRA HVY DUTY, DISC	481-3908
KIT, DEBRIS PROTECTION	471-7023
KIT, GUARDING	472-2966
KIT,ENG AIR INTAKE, PRECLEANER	415-2795
BUCKET-LM, BOCE 78"	279-5425
RAKE, IND. GRAPPLE, 72"	286-9300
72" HF Diamond Rotary mower	
SELL PRICE	\$86,941.00
SC SALES TAX	\$500.00
AFTER TAX BALANCE	\$87,441.00

WARRANTY

Standard Warranty: 24 Months/2000 Hours

Work tool attachments: 12 months

Caterpillar STATE CONTRACT # 5000013452

Diamond STATE CONTRACT # 5000013470

We appreciate the opportunity to quote your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Erik B. Hoffman
Phone # (803)518-6984
Machine Sales Representative

Accepted by _____ on _____

Signature



Reference No.
CO 221760

SALES ORDER

Ship To:	Cust: 1144	Phone:	Bill To:	Phone:
BLANCHARD MACHINERY COMPANY			BLANCHARD MACHINERY COMPANY, INC.	
3151 CHARLESTON HIGHWAY			ATTN: ACCOUNTS PAYABLE	
			PO BOX 9029	
WEST COLUMBIA			FOUNTAIN VALLEY	
SC 29172-2723 USA			CA 92728 USA	

ATTN: Vicky Cathcart

Quote prepared for City of Columbia

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
359856	ANNA JOHNSON				2/15/18
Serial No.	4KNBF232XJL161799				
Order Comment: <i>C27816</i>					
1 Base Model - TC-14D					\$6,875.00
18 Deck Length - In Feet					
18 Decking Type - 2" Nominal White Oak					
1 Width - 102" Overall with 82" fender ID					
2 Axles - 7K Torflex Non-EZ Lube					
2 Brakes - Electric					
4 Tires - 235/85R16(E)					
4 Wheels - White Mod					
1 Jack - 12K Drop Leg					
1 Lights - LED					
1 Plug - 7 Pole Rv					
1 Hitch/Neck - 3" Pintle Ring					
2 Ramps - 5' Cleated Style					
1 Ramps - Spring-Assist Ramp kit					\$80.00
1 Ramp Color - Equipment Red					

--- Continued ---

NOTE: If changes are made to an order after a P.O. has been issued, a fee may be assessed and a revised or new P.O. MUST BE submitted to reflect changes.

FET required on all trailers with a GVWR OF 26,000 lbs or more.

Price:

Total Discounts:

Net Cost:

Freight

Total:

Accepted by

Date



Reference No.
CO 221760

SALES ORDER

Ship To: Cust: 1144 Phone: BLANCHARD MACHINERY COMPANY 3151 CHARLESTON HIGHWAY WEST COLUMBIA SC 29172-2723 USA	Bill To: Phone: BLANCHARD MACHINERY COMPANY, INC. ATTN: ACCOUNTS PAYABLE PO BOX 9029 FOUNTAIN VALLEY CA 92728 USA
---	---

ATTN: Vicky Cathcart

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
359856	ANNA JOHNSON				2/15/18
Serial No.	4KNBF232XJL161799				
Qty	Feature	Description	List		
1	Trailer Color - Equipment Black				
8	Tie Downs - Bent Flat Bar				
1	Option - Tool Box Lid				\$115.00
1	Option - Pallet Fork Holders				\$295.00
Freight					\$350.00

NOTE: If changes are made to an order after a P.O. has been issued, a fee may be assessed and a revised or new P.O. MUST BE submitted to reflect changes.

FET required on all trailers with a GVWR OF 26,000 lbs or more.

Price: \$7,365.00

less 10% discount 737

\$6,628
500 tax
\$7,128

State Contract # 5000013452



PROCUREMENT SERVICES

Contract 5000013452
[Back to Initial Screen](#)
Validity Start 05/18/2013

Validity End 05/15/2018

Target Value \$ 2,000,000.00

FEIN 59-0681683

Bid Invitation [5400005630](#)
Contract Notes
Vendor 7000052564

Vendor Address BLANCHARD MACHINERY COMPANY
P.O. Box 7517
COLUMBIA SC 29202

District
E-mail bsmith@blanchardmachinery.com
Telephone (803) 791-7100

Fax Number
Minority Status Not Applicable

Home Page <http://www.blanchardmachinery.com/>
Other URL

Vendor Contacts

4 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
JOHNSON, DALYS	CONTROLLER	(803) 791-7100 ext 4189	djohnson@blanchardmachinery.com
SMITH, BRIAN	Primary Contact	(803) 518-0113	bsmith@blanchardmachinery.com
SMITH, BRIAN	Emergency Contact	(803) 518-0113	bsmith@blanchardmachinery.com
SPISAK, AMY	TAX/AUDIT MANAGER	(803) 791-7100 ext 4117	amyspisak@blanchardmachinery.com

Attachments

One Attachment found.

Attachment Title
Date/Time Posted
[Intent to Award-5400005630-PHASE II-Clarified.doc](#)

01/05/2016 09:04:18 AM

Contract Items

15 Items found, displaying all Items.

Item Pricing

- 00202 CATERPILLER Equip.-ENTIRE LOT-LOT 4-20%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide
- 00203 Discount-Attachments - LOT 4 - 15%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide
- 00204 Discount-Accessories - LOT 4 - 15%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide
- 00205 MOBILE/LAYMOR Brooms/Sweepers-LOT 4-10%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide
- 00206 Discount-Attachments - LOT 4-Broom - 10%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide
- 00207 Discount-Accessories - LOT 4 Broom - 10%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide

Item Pricing

- 00208 PALADIN Sweepers only-LOT 4 - 15%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide
- 00209 Discount-Attachments-Paladin- LOT 4- 15%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide
- 00210 Discount-Accessories-Paladin- LOT 4- 10%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide
- 00211 TORO/DINGO-Loader-Trencher-LOT 4 - 17%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide
- 00212 Discount-Attachments-Toro/Dingo-LOT 4-17%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide
- 00213 Discount-Accessories-Toro/Dingo-LOT 4-17%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide
- 00214 TOWMASTER Trailers - LOT 5 - 10%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide
- 00215 Discount-Attachments-Towmaster-LOT5-10%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide
- 00216 Discount-Accessories-Towmaster-LOT5-10%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide

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PROCUREMENT SERVICES

Contract 5000013470

[Back to Initial Screen](#)

Validity Start 05/16/2013

Validity End 05/15/2018

Target Value \$ 1,000,000.00

FEIN 59-0681683

Bid Invitation [5400005670](#)

Contract Notes

Vendor 7000052564

Vendor Address BLANCHARD MACHINERY COMPANY
P.O. Box 7517
COLUMBIA SC 29202

District

E-mail bsmith@blanchardmachinery.com

Telephone (803) 791-7100

Fax Number

Minority Status Not Applicable

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

Other URL

Vendor Contacts

4 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
JOHNSON, DALYS	CONTROLLER	(803) 791-7100 ext 4189	djohnson@blanchardmachinery.com
SMITH, BRIAN	Primary Contact	(803) 518-0113	bsmith@blanchardmachinery.com
SMITH, BRIAN	Emergency Contact	(803) 518-0113	bsmith@blanchardmachinery.com
SPISAK, AMY	TAX/AUDIT MANAGER	(803) 791-7100 ext 4117	amyspisak@blanchardmachinery.com

Attachments

3 Attachments found, displaying all Attachments.

Attachment Title	Date/Time Posted
=Intent to award.doc	
Corrected Intent Award.doc	
Corrected Intent to Award.doc	01/19/2016 09:20:16 AM

Contract Items

16 Items found, displaying all Items.

Item Pricing

00191	DIAMOND LOT 2 SLOPE MOWER 3PT HITCH 27.5
	Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
	Agency: Statewide
00192	DIAMOND LOT 2 WING MOWERS 27.5%
	Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
	Agency: Statewide
00193	DIAMOND LOT 2 ROTARY TYPE PULL MOW 27.5%
	Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
	Agency: Statewide
00194	DIAMOND LOT 2 FLAIL MOWER 27.5%
	Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
	Agency: Statewide
00195	DIAMOND LOT 2 ATTACHMENT DISCOUNTS 27.5%
	Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
	Agency: Statewide
00196	DIAMOND LOT 2 ACCESSORIES DISCOUNT 27.5%
	Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
	Agency: Statewide

Item Pricing

- 00197 SCHULTE LOT 2 WING MOWER 20%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide
- 00198 SCHULTE LOT 2 ROTARY TYPE PULL MOWER 20%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide
- 00199 SCHULTE LOT 2 ATTACHMENT DISCOUNT 20%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide
- 00200 SCHULTE LOT 2 ACCESSORIES DISCOUNT 15%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide
- 00201 WOODS LOT 2 FLAIL MOWER 25%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide
- 00202 WOODS LOT 2 ATTACHMENTS DISCOUNT 25%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide
- 00203 WOODS ACCESSORIES DISCOUNT 20%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide
- 00204 WOODS LOT 4 SELF PRO 25%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide
- 00205 WOODS LOT 4 ATTACHMENT DISCOUNT 25%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide
- 00206 WOODS LOT 4 ACCESSORIES DISCOUNT 20%
Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)
Agency: Statewide

[Back to Initial Screen](#)

ABSTRACT OF QUOTATIONS / PROPOSALS / BIDS

 We Are Columbia Together we will build a world-class city	PURCHASE REQUEST (PR) NO.		Type of Procurement (Bid, Sole Source, Emergency, etc.)		Project Name and Number	
	R188885		State Contract		Trailer and Compact Track Loader	
	OFFEROR / PROPOSER NAME & ADDRESS	Blanchard Machinery P.O. Box 7517 Columbia, SC 29202				
POINT OF CONTACT		Brian Smith				
PHONE		803-518-0113				
TYPE PROPOSAL - WRITTEN/FAX/ORAL		Written				
QUOTATION / PROPOSAL / BID NO.		Q125854-1 and CO 221760				
QUOTATION / PROPOSAL / BID DATE		1 Mar 18 and 2 Feb 18				
GSA /SC STATE / NJPA / OTHER CONTRACT NO.		SC State # 5000013452 & 500013470				
PROPOSED DISCOUNT TERMS		N/A				
PROPOSED DELIVERY						
ITEM NO.	QUANTITY	UNIT OF ISSUE	UNIT PRICE	EXT AMT	ITEM DESCRIPTION	
0001	1	EA	\$ 6,628.00	\$ 6,628.00	18ft Townmaster Trailer	
0002	1	EA	\$ 500.00	\$ 500.00	Tax	
0003	1	EA	\$ 86,941.00	\$ 86,941.00	Caterpillar 279D Compact Track Loader	
0004	1	EA	\$ 500.00	\$ 500.00	Tax	
			\$ -			
			\$ -			
			\$ -			
			\$ -		Pricing was verified to have the applicable discount in accordance with the SC State Contract	
			\$ -			
			\$ -			
			\$ -			
			\$ -			
TOTAL PRICE			\$ 94,569.00			
PREPARED BY:	SIGNATURE		PROCUREMENT DIRECTOR:	SIGNATURE		
Richard J. Buelow II			Sandra Wright			4/3/18



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Engineering Services Agreement for the Metro Wastewater Treatment Plant Gap Analysis Implementation and Plant Operation Services, as requested by Columbia Water. Award to Atlantic South Consulting Services, LLC., a Minority Business Enterprise, in the amount of \$150,000.00. This firm is located in North Charleston, SC.

PURPOSE: The following sub-consulting services will be provided:

EMA, a firm located in Saint Paul, MN, will provide support for the project deliverables at \$63,100.00 (42.1%) of the total contract.

REQUISITION NO.: R184653

FINANCIAL IMPACT: Funding Source: 5516208-SS7300-638305. The original budgeted amount is \$200,000.00.

ORIGINAL BUDGET: \$150,000.00

CLEAN WATER 2020?: No

The above referenced Agreement is to compensate the Engineer for providing Metro Treatment Plant Gap Analysis Implementation and plant operation services in conjunction with the City's wastewater treatment and collection system.

The term of the project will be for an initial term of five (5) months from award and contract execution, with the option to renew or continue with work two (2) additional one-year periods at the mutual pleasure of both parties.

Services to be performed will impact all City Council Districts. The Office of the City Attorney has approved the Agreement. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** AtlanticSouthConsulting.2018.GAP Analysis.SS7300.Agr.nj (PDF)

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Atlantic South Consulting Services LLC., (hereinafter referred to as the "Engineer"), for Engineer to render Metro Treatment Plant GAP Analysis Implementation and plant operation services in conjunction with the City's wastewater treatment and collect system.

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

I. Scope of Services

Upon written notification by the City to proceed, the Engineer shall complete the scope of services more fully described in Exhibit A, attached hereto. The Engineer 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.

II. Supplemental or Additional Services

Supplemental or Additional Services may be required of the Engineer by the City or recommended by the Engineer and approved by the City in writing.

The Engineer must obtain written approval from the City for any Supplemental or Additional Services prior to the work being performed. If the Engineer fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Engineer for services performed.

III. Term of Agreement

This Agreement shall expire, unless terminated earlier as provided for herein, June 30, 2018, or at such time the total compensation provided for herein is reached.

The term of the project will be for an initial term of five (5) month(s) from award and contract execution, with the option to renew or continue with work for two (2) additional one-year periods at the mutual pleasure of both parties.

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

IV. Schedule for Completion of Services

Time is of the essence. The Engineer shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit C, attached hereto.

V. Compensation

A. The compensation to be paid by the City to the Engineer under this Agreement shall be on an hourly rate basis with a not to exceed fee of One Hundred and Fifty Thousand Dollars and No/100 (\$150,000.00) as more fully defined in Exhibit B, attached herein.

B. The total compensation to be paid by the City to the Engineer under this Agreement shall not exceed One Hundred and Fifty Thousand Dollars and No/100 (\$150,000.00).

C. The Engineer 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). Engineer 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 Sub-consultants shown on Exhibit D hereto. Each invoice shall bear the signature of the Engineer, 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.

D. Invoicing Procedure:

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Engineer's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Consultant's invoice.
3. The work completed on the Engineer's project schedule must be the basis for full or percentage of completion payment on the Engineer's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Engineer will not invoice, or request payment for any equipment or services that may be specified in this contract prior to the delivery of said equipment or

performance of said services.

6. The Engineer shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not have to pay for the advanced delivery of equipment that it was not expecting in that timeframe and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be agreed to in writing.
7. All invoices shall include a valid Purchase Order number on the bill; if emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Engineer's invoice.
8. The Engineer shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have concerning this project.
9. The Engineer shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the contract but only pertains to travel to and from Columbia if necessary to fulfill the terms of the Agreement.).
11. Lodging shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov, based on the date of travel.
12. Field documents and other equipment/supplies shall be invoiced at cost only; no markup allowed and with approved documentation, and
13. Other required non-labor expenses as may be applicable to the project and pre-approved by the City shall be invoiced at cost only; no markup allowed and with approved documentation.

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

E. Affirmative Action Procurement and Contracting Goals

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Enterprise Businesses (DBEs) including, but not limited to, Small Businesses (SBEs), Minority Businesses (MBEs), Women-Owned Businesses (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation.

This goal extends to bidders, subcontractors 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, 1225 Lady Street, Suite 102, 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 Engineer or subcontractor) is dependent upon the business community partnering with us in this important endeavor.

The Engineer must comply with the terms and conditions as outlined herein. The Engineer, shall, in the performance of the contract/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

As a result of this contract/agreement, the subcontracting goals are as follows:

SB Goals	<u>0</u>	%
MBE	<u>0</u>	%
WBE	<u>0</u>	%
LSA	<u>0</u>	%

The Engineer will also be expected to ensure subcontractor performance during the period of performance and include optional periods as applicable. Achievement of these goals is expected during the life of the contract/agreement to include any changes incorporated by modification to the contract/agreement.

VI. Indemnification, Hold Harmless and Insurance

A. The Engineer shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this contract, to adequately protect the owner from any claims or damages including bodily injury or death, which may arise from them during operations under this contract.

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.

Liability: The successful applicant shall provide to the City evidence of General Liability insurance in an amount not less than one million and no/100 (\$1,000,000) per occurrence and

two million and no/100 (\$2,000,000) dollars aggregate in accordance with the current Columbia Code of Ordinances, 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 occurrence and Two Million Dollars and No/100 (\$2,000,000.00) Aggregate.

B. The Engineer 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 Engineer and any subcontractor of the Engineer commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement and any renewals. 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 Engineer 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 Engineer, its subcontractors, officers, agents and employees of any of the obligations under the contract. 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 Engineer will also agree to promptly notify the City of any civil or criminal actions filed against the Engineer 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. 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

VII. Permits and Licenses

A. The Engineer shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Engineer in performing the services required under this Agreement. The Engineer shall be responsible for any costs relating to same.

B. The Engineer shall be responsible for identifying and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/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

Engineer and pay any costs relating to same.

C. The Engineer 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 Engineer shall procure a City of Columbia business license while performing services under this Agreement.

VIII. Duties Upon Termination

At termination of this Agreement, the Engineer shall immediately provide the City with all records and data in any format the Engineer is capable of producing and at no cost to the City, which were generated, created or received by the Engineer 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 Engineer's successor. All records shall be free from any proprietary claims or interest. The Engineer agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

IX. Termination of Agreement

The City may terminate this Agreement at any time upon any of the following grounds:

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

B. The Engineer fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days having been notified by the City of such deficiency;

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this contract 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; In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Engineer shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Engineer prior to the date of termination of the agreement. The Engineer shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

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 Engineer 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 Engineer. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

X. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Engineer or any subcontractor retained by the Engineer and related to the services required by this Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement.

XI. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

B. Written notice to the Engineer shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Atlantic South Consulting Services LLC., 3660 West Montague Avenue, North Charleston, SC 29418.

XII. Miscellaneous

A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

B. The Engineer shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.

C. The Engineer will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City.

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

Engineer 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 of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland 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 Engineer 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 Engineer.

F. This Agreement represents the entire agreement between the City and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Change Order signed by both the City and the Engineer may amend this Agreement.

G. The failure of either the Engineer 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 Engineer 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 program, the Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Engineer shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex,

sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Engineer will incorporate these nondiscrimination requirements in all subcontracts for program work.

L. The contract shall be binding upon the respondent and upon its successors and assignees. The contract shall be binding upon the City in accordance with its terms and provisions.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

By: _____ Date: _____
Teresa Wilson, City Manager

ATLANTIC SOUTH CONSULTING SERVICES LLC.,

Tiffany Williams

Witness

By: Teresa Wilson Date: 3-28-18
Title: PRESIDENT

BY: [Signature] Date: 3-29-18
Joseph D. Jaco, P.E., Director of Engineering

BY: [Signature] Date: 3/29/18
Clint Shealy, P.E., Assistant City Manager for Columbia Water

BY: [Signature] Date: 4/3/18
Sandra A. Wright, CPPB, Purchasing Agent/
Director of Procurement and Contracts

APPROVED AS TO FORM

[Signature] 3/26/18
Legal Department, City of Columbia, SC

EXHIBIT A

**PROPOSED PROFESSIONAL SERVICES
FOR
CITY OF COLUMBIA
DEPARTMENT OF UTILITIES AND ENGINEERING
GAP ANALYSIS AND IMPLEMENTATION**

Background

The purpose of this project is a continuation of the City of Columbia's Department of Utilities and Engineering (U&E) GAP Analysis project. The purpose of the Gap Analysis is to identify "as is" practices, identify the "to be" practices and document findings about those practices, make recommendations, and finally, outline crucial action items for going forward.

The Atlantic South Consulting Services (ASCS) Team has conducted a review of the "As Is" organization and practices of the U&E Department. The review included an evaluation of U&E's organization structure, the functional relationships within and between organizational units, the roles and responsibilities of the various positions and associated work practices.

This phase of the project will include the GAP recommendations. Based on the workshops, a gap report will be prepared that will include recommendations to allow for a change from the present operation to a desired future state. The recommendations will include organization, needed skills, and work practices recommendations.

These recommendations will be presented and discussed in a workshop setting and result in a final gap report.

Scope of Services

TASK 1

U&E Gap Assessment Completion and next steps

During the 2016/2017 fiscal year, a draft U&E GAP assessment was developed using input from the managers throughout the divisions. The following tasks are expected in the next year to complete the gap assessment and begin the implementation process.

1. Present and get acceptance of Gap report from City Manager

- a. Present high points
 - b. Assess the recommendations against the project drivers and determine if there are further needs to be addressed.
 - c. Discuss the next steps for implementation.
- 2. Present report to Manager groups for Engineering, Conveyance, and Treatment
 - a. Each group was involved with the report development. We need buy-in from these groups to develop implementation. These groups should review the findings and use their input to finalize the assessment and plan.
 - b. Potentially look at tying the Gap report to the recent organizational changes. These changes are somewhat different from the report. Determine how the organizational changes help support and solve some of the issues identified in the Gap process. This will help to develop support for the organizational changes as well.
- 3. Develop a high-level implementation plan for the GAP.
 - a. The high-level implementation plan will assess each of the recommendations within the assessment. As much as possible, this effort should be done in a workshop format with members of the management team. For each recommendation, the following will be addressed:
 - i. Overall priority (relative value of each recommendation)
 - ii. Sequencing (determine if some recommendations are precursors to other recommendations)
 - iii. Assess high level requirements of each recommendation:
 - 1. Steps to complete
 - 2. Rough time required
 - 3. Staff time commitment
 - 4. Capital requirements
 - iv. Determine any "low hanging fruit" recommendations (those that can be implemented quickly without significant resource requirements)
 - v. Develop schedule of implementation based on priority, sequence, and requirements.
- 4. Begin implementation of "low hanging fruit" recommendations and those that are earliest on the developed schedule.
- 5. KPI development
 - a. KPI development has already been identified as a high priority recommendation that can begin development now.

- b. Use the same management teams that participated in the Gap process to develop KPIs.

Assumptions

- Monthly progress reports and other meetings, including site visits, will be as scheduled in accordance with the schedule with the Program Manager.
- Deliverable(s) Format - The deliverables will be provided electronically and hard copies, in an agreed upon format.
- Documentation from Others - Information being developed by others will be needed under this contract. The level of effort is based on such documentation being provided in a timely manner with no unreasonable delays, if available. The format of such documents provided to ASCS is to be in a ready-to-use electronic format (MS Office, 2010) suitable for inserting in the documents under development and formatted in accordance with the City's standards for project documentation.

Term

ASCS proposes a one year contract with two - one year extensions.

EXHIBIT B**COMPENSATION – YEAR 1**

**City of Columbia
Utilities and Engineering (U&E)
Gap Analysis Implementation**

Maximum Compensation to Atlantic South Consultant Service (ASCS) for Year 1 services performed under this Agreement shall not exceed One Hundred Fifty Thousand Dollars (\$150,000).

Compensation for services provided under Tasks 1.0 as outlined in Exhibit A, Scope of Services, will be at the hourly billing rate for the category of the individual performing the work. The hourly billing rate is all inclusion of all expenses and profit. All subcontract or sub –consultant costs will be billed at actual cost plus 5%.

ASCS schedule of Hourly Billing Rates is attached hereto and hourly rates and labor categories shall be reviewed in June of each year and adjusted, subject to City's approval, to reflect the appropriate rates and charges for the next fiscal year.

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

Task	Description	Hours	Labor Cost	Subconsultants	Total
1.0	U&E GAP Analysis		\$86,900	\$63,100	\$150,000
	Total of Contract		\$86,900	\$ 63,100	\$150,000
	% of Contract		58%	42%	100%

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

Hourly Billing Rates
(July 1, 2017 to June 30, 2018)
U&E GAP Analysis Implementation

<u>Classification:</u>	<u>Hourly Billing Rates (1,2)</u>
Project Principal	\$180
Project Manager (ASCS)	\$150
Administrative (ASCS)	\$ 45
Project Support (ASCS)	\$ 65
Principal Consultant (EMA)	\$225
Consultant (EMA)	\$150
Project Support (EMA)	\$101

- 1) The above rates include salary rates, fringe benefits, all expenses, overhead and profit.
- 2) Hourly rates shall be reviewed in June of each year by PM, and adjusted, subject to City's approval, to reflect the appropriate rates and charges for the next fiscal year beginning in July.

EXHIBIT C

City of Columbia
 Utilities and Engineering
 Gap Analysis Implementation
 Schedule – Gantt Chart

	Task	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
I.0	U&E GAP Analysis												
	Present Report to City Manager												
	Present Report to Dept. Mangers												
	Develop Implementation Plan												
	Implement Low-Level Recommendations												
	KPI Development												

Exhibit D

City of Columbia Atlantic South Consulting Services (ASCS) Utility and Engineering Gap Analysis Implementation

SUBCONSULTANT FIRM INFORMATION RECORDS

The Engineer shall list all firms, including minority and female owned firms, providing subconsulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone #	Group/Classification (MBE, WBE, SBE, Non MBE/WBE/SBE) Select ONE	Services to be Provided	Dollar Value of Services*
EMA	Jack Geisenhoff EMA 2355 Highway 36 West Suite 200 Saint Paul, MN 55113-3819 (651) 639-5600	NON-MBE/WBE/SBE	EMA will support ASCS in the delivery of project deliverables	\$63,100

*Estimated fee; fee may vary based on actual services provided.

Please clearly note the Protégé Firm in the "Group" Column.

Add additional rows as needed.



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of Hydraulic Modeling Recalibration Services, as requested by Columbia Water. Award to Hazen and Sawyer, as a Sole Source in an amount of \$260,000.00. This firm is located in Charlotte, NC.

REQUISITION NO.: R188951

FINANCIAL IMPACT: Funding Source: Engineering- Spc Contracts W/S SW; 5511706-638305.SS7485. The original budgeted amount \$300,000.00.

ORIGINAL BUDGET: \$260,000.00

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

Sec 2-204. (5) of the City Ordinance.. - 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:
(5) Sole source procurements.

ATTACHMENTS:

- **#a:** Sole source justification with backup information (PDF)
- **#b:** Fully signed sole source (PDF)

Requisition # R188951 JUSTIFICATION 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 Engineering Division,
(1)
Engineering services associated with SS7485 – Hydraulic Modeling Recalibration as
described in the attached Exhibit A – Scope of Services – SS7485 Hydraulic Modeling
Recalibration.

(2)
as a sole source procurement from Hazen and Sawyer
(3)

based upon the following justifications: See attached Sole Source Justification Memo
(4)

This sole source is valid through June 30, 2018

Amount \$ 260,000

Eng. John Thigp
Department
3-23-18

[Signature]
Signature of Department Head

3/23/18
Date

[Signature]
Signature of Purchasing Agent

3/23/18
Date

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

[Signature]
Signature of Finance Director

3/27/18
Date

[Signature]
Signature of Asst. City Manager

4/2/18
Date

Signature of City Manager

Date

- Notes: (1) Enter Division Name
(2) Enter description of goods or services to be procured
(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. 06/2016)

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.

Memorandum

To: *Shannon Lisewski*

From: *John Riggs*

Date: *February 1, 2018*

Subject: *SS7485 - Model Recalibration and CIP Development*

Since 2012, Hazen and Sawyer (H&S) has been leading the effort to develop a collection system-wide hydraulic computer model and a Capacity Assurance Program (CAP) tool, both of which will be used to evaluate and refine future projects necessary to improve the sewer system and the reduce sanitary sewer overflows (SSO's). This work is required by the Consent Decree and is an integral part of the overall CleanWater 2020 program. H&S possesses an extensive working knowledge of the City of Columbia's collection system and has completed much of the required work to date. This project is for follow-on work requested by the City to further enhance the cost-effectiveness of the Program and to ensure the best total-solutions are implemented.

This project includes the following:

1. **Hydraulic Model Update:** The purpose of this task is to update the hydraulic model network (manholes, pipes, pumps, and storage facilities). Since H&S is the creator of the hydraulic model, no other consultant is as suited to perform this work in a timely manner.
2. **Flow Monitoring Evaluation:** The purpose of this task is to review the 2016 flow monitoring data and compare the characteristics of the of the 2014, 2015, and 2016 flow monitoring periods. Since H&S has already analyzed the 2015 flow monitoring data as part of a separate project, no other consultant is as suited to perform this work in a timely manner.
3. **Model recalibration:** Hazen will recalibrate the model of the existing conditions based on the selected calibration period identified from analysis of the flow monitoring data. Since H&S calibrated the original model, no other consultant is as suited to perform this work in a timely manner.
4. **Sewer Flow Projection Update:** Hazen will update the sewer flow projections developed as part of a previous project. Since H&S calibrated the original model, no other consultant is as suited to perform this work in a timely manner.
5. **Capacity Analysis:** The purpose of this task is to utilize the model updates, calibration and future demand scenarios to evaluate system capacities and identify potential shortcomings of

available capacity. Since H&S is creating and calibrating the hydraulic model, no other consultant is as suited to perform this work in a timely manner.

6. Alternatives Analysis: The purpose of this task is to update the recommended improvement alternatives. Since H&S is creating and calibrating the hydraulic model, no other consultant is as suited to perform this work in a timely manner.

In order to achieve efficiency and align the various tasks with the requirements of the consent decree, H&S will work with the U&E staff and it's CleanWater 2020 Program Manager to complete the above work. No other firm has the extensive knowledge of the City of Columbia's sewer collection system, the hydraulic model and the CAP tool so CW2020 recommends that Model Recalibration and CIP Development be issued solely to Hazen & Sawyer.



Hazen and Sawyer
1122 Lady Street, Ste. 1230
Columbia, SC 29201 • 803-779-0001

March 20, 2018

City of Columbia
John Riggs
P.O. Box 147
Columbia, SC 29201

Re: SS7485 – Model Recalibration and CIP Development

Dear Mr. Riggs:

In your response for justification as to why Hazen and Sawyer should be selected for the reference project on a sole source basis, our team offers several benefits to the City with a few detailed herein. We have extensive working knowledge of the system and have been engaged with the City for the previous model development and calibration. Having this institutional knowledge provides a great deal of value to the City in that it would require any other firm to spend a substantial amount of time and cost to get to the level of institutional knowledge we possess. Because the work involved with this project is a follow on from previous work already completed by Hazen and Sawyer, the City gains the benefit of utilizing staff and resources already engaged and knows the processes put in to place from the previous work completed.

In addition, we have become a trusted advisor to the City and the CleanWater 2020 program. We have a clear understanding and knowledge of the City direction to further improve the collection system's capacity and operation. Our goal is to not only endeavor to save the City money on this project, but to help the City make solid and sound engineering decisions that impact the now and into the future. Those decisions include cost benefits to the City as well.

If there are any questions on the material enclosed, please advise.

Very truly yours,

William H. Orne, Jr., P.E.
Senior Associate

WHO

EXHIBIT A
SCOPE OF SERVICES

City of Columbia
CIP# SS7485
Hydraulic Model Recalibration

Under a previously executed City of Columbia contract for SS685401 Sewer Model and Capacity Assurance Program, Hazen and Sawyer developed a calibrated hydraulic model for the City's trunk sewer system. The 2012 monitoring period proved to be a relatively dry period based on rainfall events observed in late 2014 and early 2015. These events have caused elevated sewer flows and more frequent capacity-related overflows than seen during the 2012 monitoring period.

It is agreed that the proposed system improvements developed in the representative Crane Creek basin analysis are somewhat sensitive to model calibration and flow projections. The timing and relative need of these improvements should be confirmed by the updated flow monitoring and enhanced calibration of the model for better analysis.

Since the model development, there have been several sections of sewer that are greater than 15-inches that have been located that were not previously in the City's GIS mapping system. Therefore, these sections will need to be included in the model to be able to have a complete representation of the system network that is 15-inches and greater.

In consideration of the requested model recalibration, Hazen respectfully submits the following proposed scope items:

1. Scope

Task 1 – Hydraulic Model Update:

The purpose of this task is to update the hydraulic model network (manholes, pipes, pumps, and storage facilities). The following items will be completed as part of this task:

- 1.1 Hazen will conduct a Project Kickoff Meeting to review project scope, schedule, and budget. The Kickoff meeting shall include a discussion with the City, Program Manager, and Hazen to identify critical success factors for the project. The critical success factors will be reviewed over the course of the project. During this meeting, work to be performed under this task will be reviewed.
- 1.2 Hazen will update the size and alignment of pipes and manholes in the model based on the City's latest GIS files, recent record drawings, and best available information provided by the CleanWater 2020 Program. The model shall include the physical facilities of the Influent Pump Station and the EQ basin at the WWTP, the Saluda Pump Station storage facility, and the proposed Crane Creek Storage facility.
- 1.3 Hazen will revise the sanitary sewer system service area (City of Columbia, West Columbia, Fort Jackson, and East Richland County Public Service District) based on changes since the original model development. Ni America has been removed from the Columbia System. This change will be reflected in the model update once calibration is complete (Flow meter data for model calibration was collected while Ni America was actively sending flow to the City System)
- 1.4 The City will provide information on the areas in the system that that had high levels of sediment identified in the CCTV inspections and/or multi-sensor inspections. These areas will be incorporated into the model calibration to be performed as part of Task 3. CleanWater 2020 will provide GIS pipe segments with sediment depth.
- 1.5 The City will provide information on the areas in the system that that had high levels of I/I and where I/I sources were identified based on field inspection. These areas will be incorporated into the groundwater model or hydraulic model to be performed as part of Task 3. CleanWater 2020 will provide GIS pipe segments with infiltration estimates summarized per pipe segment.
- 1.6 Hazen will conduct a meeting to discuss the current setup and operation of pumps with O&M staff. The City will provide information related to the pump station operation during calibration periods. The City will provide SCADA records that overlap with the selected calibration periods (refer to Task 2). Hazen will bring attention to and resolve discrepancies between operating procedures identified by staff and SCADA records provided by the City. The City will also provide information about future pump station operation if any changes from the current set up are anticipated.

- 1.7 Once the revisions to the physical model are complete, Hazen will conduct a meeting with City Staff from Engineering, WWTP, and operations to review the hydraulic model in detail including: gravity pipes, modeled pump stations total and firm capacity, force mains, and EQ basin operation.
- 1.8 **Technical Memorandum No. 1 - Model Development Technical Memorandum:**
 - Hazen will submit a draft Technical Memorandum No. 1 for review.
 - Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
 - Hazen will finalize the Technical Memorandum No. 1 after incorporating comments.

Task 2 – Flow Monitoring Evaluation:

The purpose of this task is to review the 2016 flow monitoring data and make a recommendation on the need for gauge-adjusted radar rainfall data and compare the characteristics of the of the 2014, 2015, and 2016 flow monitoring periods. The following items will be completed as part of this task:

- 2.1 Hazen will conduct a Task 2 kickoff meeting to review the goals and objectives for this task.
- 2.2 Hazen will analyze 2016 rainfall and flow monitoring data and make a recommendation to the City on the need for gauge-adjusted radar rainfall data.
- 2.3 An allowance of \$30,000 is set aside in this task for the purchase of gauge adjusted radar rainfall data.
- 2.4 Hazen will complete the following as part of the 2016 Flow Monitoring Data Analysis:
 - The data will be analyzed to identify areas susceptible to RDI/I and determine appropriate flows for input to the hydraulic model. The data analysis approach includes the following steps.
 - Step 1: The wastewater flows will be divided into three components that make up the total flow hydrograph showing the quantities of wastewater over a period of time:
 - Base wastewater flow (BWWF): Domestic wastewater from residential, commercial, and institutional (schools, churches, hospitals, etc.) sources, as well as industrial wastewater sources.
 - Groundwater infiltration (GWI): Groundwater entering the collection system through defective pipes, pipe joints, and manhole walls, which is a function of the groundwater table above the pipelines, the percentage of the system that is submerged, and the physical condition of the sewer system.

- Rainfall dependent inflow/infiltration (RDI/I): Storm water that enters the sanitary sewer system in direct response to the intensity and duration of rainfall events.
 - Hydrograph decomposition is a method of estimating the different components of flow and may be used to analyze flow monitoring data to estimate BWWF, GWI, and RDI/I flow components. An average base flow hydrograph for a typical weekday and weekend day will be developed from the recorded data for dry-weather conditions. To determine the RDI/I component for each storm event, the typical base flow hydrographs will be subtracted from a wet weather hydrograph. Hazen will note any cross-country pipes that may potentially be a source of high groundwater values.
 - Step 2: The base flow hydrographs determined from Step 1 will be used to calculate the average and peak daily dry-weather flow in each sewershed. GWI will be estimated by examining the minimum nighttime flows when most base wastewater flows would be very low. The average dry-weather infiltration rate, in gallons per day per inch-diameter mile, will be calculated.
 - Step 3: In order to prioritize the sewersheds in terms of their RDI/I contribution, three factors will be considered: R-value, peak wet-weather flow factor, and RDI/I per linear foot of sewer.
- 2.5 Hazen will characterize the 2012, 2015, and 2016 flow monitoring periods based on rainfall, groundwater levels, WWTP flows, and other relevant factors. Hazen will then compare flows among the different flow monitoring periods and comment on the differences to benchmark recent historical flows.
- 2.6 Hazen will review and summarize the 2014, 2015 and 2016 flow data, pump station information including run times and mag meter information, and smart manhole cover information., Hazen will present the summary and make a recommendation for which data set and storm events should be used for model calibration and verification. Different data sets may be used for different portions of the system.
- 2.7 A meeting will be held to review I/I analysis and recommendations for model calibration / verification. The I/I analysis will be based on the methodology described in the three steps mentioned above.

- 2.8 Hazen will perform RTK analysis on the dataset to be used for calibration using the triple hydrograph method to describe the fast, moderate and slow flow response to rainfall.
- 2.9 A meeting will be held to review the calculated RTK values determined above.
- 2.10 **Technical Memorandum No. 2A – 2016 Flow Meter Analysis:**
- o Hazen will submit a draft Technical Memorandum No. 2A for review.
 - o Hazen will finalize the Technical Memorandum No. 2A after incorporating comments from Clean Water 2020 and the City.
- 2.11 **Technical Memorandum No. 2B – Recommendations for Model Calibration Flows:**
- o Hazen will submit a draft Technical Memorandum No. 2B for review.
 - o Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
 - o Hazen will finalize the Technical Memorandum No. 2B after incorporating comments.

Task 3 – Model Recalibration:

Hazen will recalibrate the model of the existing conditions based on the selected calibration period identified from the efforts in Task 2. Calibration involves comparing modeled flows to actual observed flows from the flow monitoring data and the adjustment of model parameters to match calculated and observed conditions. The model will be calibrated to meet accuracy standards established below. The RTK method, and the groundwater modules within InfoWorks, will be used as necessary in order to achieve the goals and meet the calibration and verification standards.

- 3.1 Hazen will conduct a Task 3 kickoff meeting to review the goals and objectives for this task. It is intended that this meeting will be held in conjunction with the RTK review meeting described in Task 2. The content of the meeting will include presentation of the proposed calibration and validation storm events. Hazen will also present the proposed calibration and validation criteria for dry and wet weather flow for review and comment.
- 3.2 It is assumed that the model will be recalibrated to a minimum of three wet-weather events and verified to historical records at each flow monitoring location from the flow monitoring and historical flow data as available. The model will be recalibrated first for dry weather conditions and then to observed wet-weather events.

- 3.3 The City will provide information, if available, on manholes that were submerged during certain calibration events.
- 3.4 Hazen will review calibration and validation criteria from previous efforts. The goals for model calibration (i.e., agreement between modeled and observed conditions) will be a minimum of three wet-weather events and verified to historical records at each flow monitoring location from the flow monitoring and historical flow data as available to meet WaPUG standards. It is understood that the number of events used for calibration and verification may vary depending upon the number of observed events available in the flow record. If portions of the model cannot be calibrated within these goals, the discrepancies will be discussed with the City and then resolved in agreed upon methodology.
- 3.5 Calibration and validation will consider the following data sources:
- Temporary and permanent flow metering data
 - Smart manhole depth data,
 - Critical manhole measurements
 - Pump station flow and run time data for modeled pump stations.
 - Flow monitoring data on the influent pump station (IPS) provided by the City and flows through the WWTP
 - Locations of reported SSOs during the flow monitoring period
 - Use of EQ Storage (WWTP and Saluda River Pump Station) during the flow monitoring period,
 - Sediment data from RedZone multi-sensor inspections

3.6 Hazen will develop individual procedures for each major pump station (5 pump stations) for testing and will accompany City staff during one test of a major pump station for actual operational, flow and pressure data. The purposes of this procedure is to provide information concerning the current operating conditions of the pumps (i.e., flow, head, and efficiency), confirm station and piping dimensions relevant to pump station hydraulics, assess the stations for issues that may be adversely impacting pump performance, confirm current pump controls (e.g., wet well operating level setpoints, VFD speed setpoints/ranges, pump operating combinations, sequence of pump starts/stops, other control variables, etc.), and to collect any other information needed to validate the model representation of the pump stations. Prior to the field testing, Hazen will coordinate with the City to gather all relevant, available information (including documentation of existing control strategies) and identify any additional information that needs to be collected or verified during the field visit. The information collected during the field testing will then be used to adjust the model parameters to represent current operating conditions, and to gauge overall pump station operation and pump performance—including performance during dry weather and under 2-year peak flow stressed conditions. Also, the testing procedure will be revised as warranted based on feedback from the field testing of the first pump station. In addition to the testing procedure, Hazen will provide the City with the following:

- **Recommend pump station maintenance or improvements to address issues observed in the field to be significantly reducing pumping capacity (e.g., leaking check/control valves)**
- **Assessment of force main hydraulics, including identification of potential air binding or other impacts on pumping capacity**
- **Assessment of current performance of the pumps individually and in combinations (including full speed and reduced-speed operation), including overall assessment of the station operation as a unit**
- **Operational review of existing conditions, control strategies, and pump performance under the full range of expected operating conditions—evaluate opportunities to increase pump station effectiveness and efficiency, including modified control strategies**
- **Recommend operational changes in the form of a technical memorandum (electronic format plus one hard copy) to improve operation, performance, and efficiency of the pump station for:**
 - **Current dry-weather conditions**
 - **Current 2-year wet-weather conditions**
- **The City will provide a review of the recommended changes and provide comments back to Hazen.**
- **Hazen will update the physical representation of the pump station, pump curves, pump controls, and other parameters in the model, then review and test the recommended operational changes in the model and provide a final recommendation to be implemented and tested in the field by the City.**

- 3.7 A dry-weather model calibration workshop will be held to confirm the results of the calibration with City and Program Staff. The calibration results workshop shall include the following:
- Identify areas that could not be calibrated or where the calibration is uncertain and why.
 - Identify the areas where the groundwater model was applied.
 - Present the groundwater model, including how the model was developed and what impact it had on the calibration, and how it will be adjusted for the future capacity analysis.
 - Dry weather flow calibration results by meter location (peak flow, volume, depth). Results shall be presented as a time series of depth, velocity, and discharge for a full week.
 - Present system capacity during existing dry weather calibration:
 - color coded maps showing the fraction of pipe capacity utilized during peak dry weather flow
 - summary of average and peak dry weather flow to each pump station compared to the pump stations firm and total capacity
 - summary of force main velocity for each modeled force main during average dry weather flow, peak dry weather flow, and during the calibration/verification events.
 - summary of the average dry weather flow to the WWTP compared to the WWTP effluent and historical data
 - The workshop shall also include a recommendation on the wet weather events to be used in calibration.
- 3.8 A wet-weather model calibration workshop will be held to confirm the results of the calibration with City and Program Staff. The calibration results workshop shall include the following:
- Identify areas that could not be calibrated or where the calibration is uncertain and why.
 - Identify the R values used in model calibration, identify areas where the groundwater model was applied.
 - Present the groundwater model, the impact it had on the calibration, and how it will be adjusted for the future capacity analysis.
 - Wet weather calibration results by meter location (peak flow, volume, depth). Hazen will present a time series plots of depth, velocity, and discharge for three storms, as well as peak depth, velocity, discharge, and total volume scatterplots for all storms monitored over a metering program.
 - Present system capacity during existing wet-weather calibration events:
 - color coded maps showing the pipe capacity during the model calibration and verification events. Surge maps.

- color coded maps showing depth of flow during the model calibration and verification events
 - summary of peak wet weather flow to each pump station compared to the pump stations firm and total capacity
 - summary of the peak flow to the WWTP compared to the WWTP effluent and historical data
 - summary of force main velocity for each modeled force main during peak wet weather flow
- Verification should include selected historical records and be presented as a time series of depth, velocity, and discharge data.
 - Present system capacity during key calibration and verification storm events

3.9 Technical Memorandum No. 3 – Model Calibration and Verification Technical Memorandum

- Hazen will submit a draft Technical Memorandum No. 3 documenting the calibration process for review.
- Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
- Hazen will finalize the Technical Memorandum No. 3 after incorporating comments.

Task 4 – Sewer Flow Projection Update

The purpose of this task is to review and update any changes in the growth projections based on new information and planning trends since the 2012 model development. The following tasks will be performed:

- 4.1 Hazen will conduct a meeting to kickoff the task and review the process for updating the flow projections. It is anticipated that this meeting will be held in conjunction with a regularly scheduled progress meeting. As part of this meeting, Hazen will identify the flow projection components that are recommended for updates based on new conditions.

- 4.2 Hazen will review water consumption data trends and will confer with the City and Clean Water 2020 about whether wastewater flows are expected to follow the water trends.
- 4.3 A flow projection workshop with City staff will be conducted to review the revised future dry weather flows. This workshop will present and discuss:
- Existing, 2020 (Current), 2030, 2040, and buildout flows for the collection system by sub-basin and total to the WWTP.
 - Industrial flows and how this impacts the flow in each future scenario
 - Current and future flows from outside areas (West Columbia, Fort Jackson, etc.) and where these flows will be loaded into the system.
- 4.4 **Technical Memorandum No. 4 – Flow Projections Technical Memorandum**
- Hazen will submit a draft Technical Memorandum No. 4 documenting the revised sewer flow projections.
 - Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
 - Hazen will finalize the Technical Memorandum No. 4 after incorporating comments.

Task 5 – Capacity Analysis

The purpose of this task is to utilize the model updates, calibration and future demand scenarios to evaluate system capacities and identify potential shortcomings of available capacity. The following tasks will be performed:

- 5.1 Hazen will conduct a meeting to kickoff the task. It is anticipated that this meeting will be held in conjunction with a regularly scheduled progress meeting. The meeting will include:
- A discussion of how the City wants to evaluate the future dry weather flows (for example - with/without industrial flows in Crane Creek)
 - A discussion of design storms to be considered (historical and synthetic). A revised historical design storm may need to be selected that has a higher peak hour rainfall intensity than the previous modeling effort.
 - Review the process for evaluating the design storm flows and determining if the storm produces flows that are seen in the system on a 2-year frequency.
 - A discussion of the criteria used to trigger hydraulic improvements in dry weather and in wet weather. Criteria should include pipe capacity, pump station capacity, and force main velocity
 - A discussion of the criteria used to size hydraulic improvements (i.e., what are the pipes, pump stations, force mains going to be sized to convey)

- 5.2 Hazen will develop flows for the design storms (five (5) historical and three (3) synthetic) for the current sewer system conditions. Hazen will perform a comparison to see if the flows produced by the 2-year design storms align with those observed on average once in two years in the system. Analysis will be based on available data (permanent flow monitoring, pump station flow meters, WWTP influent and effluent flows, locations of SSOs, and smart cover manhole data).
- 5.3 Hazen will conduct a Design Storm Workshop with the City to discuss the results of the design storm evaluation. The analysis and recommendations will be documented in a memorandum for the City's review. The purpose of the meeting and memorandum is to determine the design storm(s) to be used in the capacity analysis.
- 5.4 **Technical Memorandum No. 5A - Design Storm Technical Memorandum**
- Hazen will submit a draft Technical Memorandum No. 5A documenting the review of the historical and synthetic rainfall analysis
 - Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
 - Hazen will finalize the Technical Memorandum No. 5A after incorporating comments.
- 5.5 Hazen will perform an Existing System Capacity Analysis for peak existing dry weather flow, selected historical storms and selected design storms. For each model run the following will be presented:
- Color coded maps showing fraction of pipe capacity utilized
 - Flow to the pump stations compared to the firm capacity (including the WWTP influent PS)
 - Pump station run time during storm event
 - Summary of the EQ volume used at all storage units in the collection system and at the WWTP
- 5.6 Hazen will perform Future Capacity Analysis for the following model runs.
- 2020 (existing), 2030, 2040, and Buildout for Dry Weather Conditions
 - 2020 (existing), 2030, 2040, and build-out with design storm wet weather conditions using the selected design storm.
- 5.7 For each model run the following will be presented:
- Color coded maps showing fraction of pipe capacity utilized

- Flow to the pump station compared to the firm and total capacity (including WWTP influent PS)
- Force main velocity
- Pump station run time during storm event
- Summary of the EQ volume used at all storage units in the collection system and at the WWTP

5.8 Unless otherwise directed, Hazen will utilize the buildout design storm flows model for the sizing of system improvements.

5.9 Hazen will conduct a meeting with the City to discuss the results of the capacity analysis.

5.10 Technical Memorandum No. 5B – Capacity Analysis Technical Memorandum

- Hazen will submit a draft Technical Memorandum No. 5B documenting the sewer system capacity analysis.
- Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
- Hazen will finalize the Technical Memorandum No. 5B after incorporating comments.

Task 6 – Alternatives Analysis

Based on the results of the capacity assessment modeling, alternatives to eliminate system capacity issues will be reviewed with City Staff and vetted with the hydraulic sewer model. A planning level capital cost will be developed based on current values for construction for each alternative to be evaluated. The improvement alternatives will then be planned based on the timing of the need and required capital cost. The following specific items will be performed under this task:

- 6.1 Hazen will conduct a meeting to kickoff the task and review the work to be performed. A review of the hydraulic restrictions in each basin will be presented and a list of the system-wide alternatives to be considered will be discussed. Improvement options to be considered include pipe upgrades, pump upgrades, EQ storage, in-line storage, RDI/I reduction, and conveyance/storage tunnels. Alternatives will focus on maximizing existing assets through rehab. Alternatives will evaluate different levels of I/I reduction. City and CleanWater 2020 will comment on the list of alternatives.
- 6.2 I/I Reduction in sub-basins identified as having high I/I will be considered as part of the improvement alternatives. The sub-basin selection and I/I reduction assumptions, including the feasible percent-reductions to be considered within each basin, will be reviewed with City and CleanWater2020 staff. Sub-basin selection will consider GWI and RDI/I reduction. Identification of sub-basins will consider flow monitoring results, areas identified by the City or through CCTV inspection that have high GWI, or areas identified as having a high GWI influence through the groundwater model. The results of the size and cost of the improvements with and without I/I will be documented and the comparison shared with the City.
- 6.3 **Technical Memorandum No. 6A – System-wide Improvements and RDI/I Reduction Options**
- Hazen will submit a draft Technical Memorandum No. 6A documenting the sewer system capacity analysis.
 - Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
 - Hazen will finalize the Technical Memorandum No. 6A after incorporating comments.
- 6.4 Alternatives shall include an estimated flow trigger in addition to a recommendation based on a time period. Hazen will confer with the City and the Clean Water 2020 Program to develop a flow trigger (or condition such as run time) for pipes, pump stations, and force mains.
- 6.5 Hazen will develop system-wide improvement alternatives based on the 2040 flow conditions and the selected design storm. Alternatives shall include a “send everything to the WWTP scenario”. Each alternative will include the following:
- A systemwide map of the improvements and a description of each pipe, pump, and force main project within the alternative.
 - Peak hour flows to key locations in the system including modeled pump stations, WWTP influent pump station, and each storage facility
 - Peak hour velocity in force mains

- 6.6 Meet with the City to review the alternatives developed and the components of each alternative. The Workshop shall include a comparison of the components of each alternative and discussion of pros and cons. During the workshop, the set of alternatives for developing cost estimates will be identified. The workshop shall include a discussion of the planning level unit costs for the improvements. Unit costs in recent City and SC area bid tabs shall be used to validate planning level costs.
- 6.7 **Technical Memorandum No. 6B – Alternatives Review**
- Hazen will submit a draft Technical Memorandum No. 6B documenting the sewer system capacity analysis.
 - Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
 - Hazen will finalize the Technical Memorandum No. 6B after incorporating comments.
- 6.8 As a check on the selected alternative, Hazen will run 20 years of representative rainfall through the model and determine how the system performs in terms of frequency of overflows and level of surcharge. Hazen will determine the average annual activation rate for the improvements.
- 6.9 Following the meeting, the selected alternatives will be further developed including:
- Utilization analysis for each existing and proposed storage tank including hours active per year and/or frequency of filling
 - Capital and O&M cost of each improvement
 - Total alternative cost
- 6.10 Hazen will meet with the City to review the cost of the selected alternatives. The workshop shall include a comparison of the alternative components and a discussion of the pros and cons. The goal will be to select a system wide improvement alternative. More than 1 alternative may be selected for phasing as the final alternative selection may be based on the phasing costs.
- 6.11 Following the meeting, the selected system-wide improvement alternative(s) will be phased. Projects shall be phased in a minimum of 5-year increments starting in 2020. Figures will be created to show the status of the system before and after improvements are implemented.

- 6.12 A meeting will be held with the City to present the results of the phasing.
- 6.13 **Technical Memorandum No. 6C – Capital Improvements Plan Technical Memorandum**
- Hazen will submit a draft Technical Memorandum No. 6C documenting the proposed capital improvements plan.
 - The TM shall contain a business case for each project
 - Note that it is assumed that no separate EPA deliverables will be required that require multiple revisions and/or legal review.
 - Hazen will meet to receive Clean Water 2020 and City comments. It is anticipated this meeting will be held during a normal monthly progress meeting.
 - Hazen will finalize the Technical Memorandum No. 6C after incorporating comments.
- 6.14 100 hours are budgeted for previous TM revisions and updates to correspond to final recommendations. This time shall be used at the City's discretion as needed.
- 6.15 Hazen will provide an electronic copy of the sewer hydraulic model to include model calibration, capacity, and final alternatives scenarios.

Task 7 – Support Services

- 7.1 On an as-needed basis and as directed by the City, H&S will provide engineering support including, but not limited to, the following types of basic services:
- Assist with the preliminary and final design efforts of projects performed by other consultants
 - Determine capacity impacts of proposed new development or changes in study assumptions on downstream pipes and pump stations
 - Refinement of Study improvement alternatives based on new information
 - Addition of smaller diameter pipe to the hydraulic model where requested by the City
 - Support City's capacity assurance program as required to meet sewer permitting requirements
 - Modeling support as requested by the City to review and evaluate alternative growth scenarios and larger sewer flow requests with the sewer hydraulic model.
 - Sanitary sewer overflow (SSO) diagnostics support when SSOs are caused by wet weather events. Examples of support efforts include: storm event classification, critical manhole identification, root cause analysis

2. Summary of Deliverables:

- Technical Memorandum No. 1 – Model Development Technical Memorandum

- **Technical Memorandum No. 2A – 2016 Flow Meter Analysis**
- **Technical Memorandum No. 2B – Recommendations for Model Calibration Flows**
- **Technical Memorandum No. 3 – Model Calibration and Verification Technical Memorandum**
- **Technical Memorandum No. 4 – Flow Projections Technical Memorandum**
- **Technical Memorandum No. 5A – Design Storm Technical Memorandum**
- **Technical Memorandum No. 5B – Capacity Analysis Technical Memorandum**
- **Technical Memorandum No. 6A – System-wide Improvements and RDII Reduction Options**
- **Technical Memorandum No. 6B – Alternatives Review**
- **Technical Memorandum No. 6C – Capital Improvements Plan Technical Memorandum**
- **Electronic copy of the sewer hydraulic model to include model calibration, capacity, and final alternatives scenario**

Requisition # R188951 JUSTIFICATION 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 Engineering Division,
(1)
Engineering services associated with SS7485 – Hydraulic Modeling Recalibration as
described in the attached Exhibit A – Scope of Services – SS7485 Hydraulic Modeling
Recalibration.

(2)
as a sole source procurement from Hazen and Sawyer
(3)

based upon the following justifications: See attached Sole Source Justification Memo
(4)

This sole source is valid through June 30, 2018

Amount \$ 260,000

<u>Eng. J. L. Thig</u> Department	<u>[Signature]</u> Signature of Department Head	<u>3/23/18</u> Date
<u>3-23-18</u>	<u>[Signature]</u> Signature of Purchasing Agent	<u>3/23/18</u> Date
Form must be routed in the order of the signatures	<u>[Signature]</u> Signature of Finance Director	<u>3/27/18</u> Date
	<u>[Signature]</u> Signature of Asst. City Manager	<u>4/2/18</u> Date
	<u>[Signature]</u> Signature of City Manager	<u>4/2/18</u> Date

- Notes: (1) Enter Division Name
(2) Enter description of goods or services to be procured
(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. 06/2016)

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.



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #1 for Project SS7363; Sewer System Evaluation Study for Smith Branch 03, as requested by Columbia Water. Award to AECOM, in the amount of \$268,934.00. This firm is headquartered in Los Angeles, CA and has a local office in Columbia, SC.

PURPOSE: This is a CleanWater 2020 Program Project and a Mentor Protégé Program Project.

The following sub-consultant will provide additional services:

DESA, Inc., (Protégé) a Minority Business Enterprise, located in Columbia, SC, will provide Data Collection and Field Work, Public Relations, Construction Administration and Observation services at \$51,099.00 (19.0%) of the contract amendment amount.

REQUISITION NO.: R174467

FINANCIAL IMPACT: Funding Source: 55299999-SS7363-658650. The original budgeted amount is \$268,934.00.

ORIGINAL BUDGET: \$268,934.00

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

The above referenced Contract Amendment #1 is to compensate the Engineer for providing additional construction inspection services for a Sewer System Evaluation Study and Sewer Rehabilitation for Smith Branch 03. This amendment will extend the expiration date to June 30, 2020.

Agreement	Amount	Sub-consulting Participation	Sub-consulting participation percentage	DBE participation	DBE participation percentage
Original Agreement	\$903,625.00	\$343,157.00	37.98%	\$183,630.00	20.3%
Contract Amendment #1	\$268,934.00	\$51,099.00	19.0%	\$51,099.00	19.0%
Revised Total Amount	\$1,172,559.00	\$394,256.00	33.6%	\$234,729.00	20.0%

Services to be performed will impact all City Council Districts. The Office of the City Attorney has approved the Contract Amendment. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** SSES Smith Branch 03 AECOM Agreement (PDF)
- **#b:** SS7363 Map (PDF)

Agreement for Engineering Services
Sewer System Evaluation Study for Smith Branch 03
Project Funding Number: SS7363
AECOM and City of Columbia, SC
Contract Amendment # 1

February 21, 2018

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and AECOM (Engineer) dated May 17, 2016 (Agreement) to provide additional construction inspection for Sewer System Evaluation Survey and Sewer Rehabilitation Implementation for Smith Branch 03. This amendment will extend the expiration date from July 31, 2018 to June 30, 2020. The services being provided will encompass the following:

- Task 2.0 Data Management
- Task 5.0 Rehabilitation Implementation
- Task 6.0 General Services during Construction
- Task 8.0 Full time Construction Inspection

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

Proposed Change and Basis for Payment:

Original Contract Price:	\$ 903,625.00
Previous Change Orders:	\$ 0.00
This Change (addition):	\$ 268,934.00
Revised Contract Price:	\$ 1,172,559.00

Additional funds are to be provided in the following manner: 5529999-SS728601-658650

This Change is Acceptable:

AECOM:

Signature R. Thomas Haselden, PE, Date: 3/26/18
Title: Vice President BCEE (Please Print Name)

CITY OF COLUMBIA:

By: _____
Joseph D. Jacob, P.E., Director of Utility Operations

By: _____
Clint E. Shealy, P.E., Assistant City Manager for Columbia Water

By: _____
Sandra A. Wright, CPPB, Director of Procurement and Contracts

Approval of Change: _____
Teresa Wilson, City Manager

AECOM.2018.SmithBranch03SSE5.Agreement.SS7363.CA1.nj.doc

APPROVED AS TO FORM
3/21/18
Legal Department City of Columbia, SC

Aecom
Exhibit A
Page 1 of 7

Contract Amendment #1

**PROJECT NAME: SB03 Sewer System Evaluation Study and Sewer Rehabilitation
Implementation
CIP NUMBER: SS7363**

I. SCOPE ADDITION/DELETION

Task 2.0 – Data Management

The original scope assumed 50% or 45,000 linear (LF) of the sewer lines in the basin would be Closed Circuit Televised (CCTV). Based on investigation it was recommended an additional 20% of the system be CCTV'd. The additional 20% or 18,000 LF to be CCTV'd was covered under the project contingency. AECOM developed the database for the additional 20% and provided the database to their subcontractor Hydrostructures. Prior to the start of work but after the development of the database, the City determined that all concrete pipe was not to be CCTV'd and was instead to be automatically included in rehabilitation. The database AECOM developed for the additional 20% contained concrete pipe. At the request of the City, AECOM revised the database to remove concrete pipe and replace it with non-concrete pipe. This revision was not included in the contingency as the request occurred after the contingency letter was submitted and approved.

Task 5.0 – Rehabilitation Implementation

The original scope assumed 50% or 45,000 LF of the sewer lines in the basin would be rehabilitated and AECOM is contracted to perform the Rehabilitation Implementation. The City has made the decision that all concrete pipe in the basin is to be rehabilitated. As a result approximately 60,000 LF will be rehabilitated in the basin. The additional pipe lengths to be included in the design documents will require additional effort by AECOM.

Task 6.0 – General Services During Construction

The original scope assumed 50% or 45,000 LF of the sewer lines in the basin would be rehabilitated and AECOM is contracted to provide general services during construction. The City has made the decision that all concrete pipe in the basin is to be rehabilitated. As a result approximately 60,000 LF will be rehabilitated in the basin. The active construction period is to be increased from 52 weeks to 56 weeks to account for the additional rehabilitation work. The additional construction period will require additional effort by AECOM.

Aecom
Exhibit A
Page 2 of 7

The City has determined that the rehabilitation contractor will perform lateral launches on all pipe that is called to be rehabilitated. The lateral launches will be used to determine if the lateral is defective and if it is defective what type of rehabilitation will be required. AECOM is to provide oversight of the lateral launches so that a field determination can be made on the lateral. It is assumed an average of 1 day a week will be required for an assumed peak construction period of 32 weeks for a total of 256 hours. The inspector rate is \$96.52/hr for a total fee of \$24,709. The hourly rate includes expenses.

Task 8.0 – Full Time Construction Inspection

General

The Consultant shall furnish a Project Representative who shall on a full-time basis observe performance of the work of the Contractor. The Project Representative is the Consultant's employee or agent at the construction site, will act as directed by and under the supervision of the Consultant, and will confer with the Consultant regarding the Project Representative's actions. The Project Representative's dealings in matters pertaining to the on-site work shall in general be with the Consultant and the contractor keeping the CITY advised as necessary. The Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of the contractor. The Project Representative shall generally communicate with the CITY with the knowledge of and under the direction of the Consultant.

Construction work will take time to ramp up at the beginning and slowly taper off at the end with the majority of the work occurring during the middle of the construction period. The following is a breakdown on the proposed inspection hours during the 56 week contract duration:

- Weeks 1 to 4: 16 hours per week
- Weeks 5 to 8: 40 hours per week
- Weeks 9 to 48: 48 hours per week
- Weeks 49 to 52: 40 hours per week
- Weeks 53 to 56: 16 hours per week

The total number of inspection hours for the construction duration is 2,368 hours. The previous contract contained 384 hours of inspections so this amendment will add 1,984 hours to the contract. The inspector rate is \$96.52/hr for a total fee of \$191,500. The hourly rate includes expenses. If additional hours are needed they can be added with addendum.

Duties and Responsibilities of the Consultant /Project Representative

- Conferences and Meetings
 - ❖ Attend meetings with the contractor, such as preconstruction conferences, progress meetings, job conferences and other Project related meetings.
- Liaison
 - ❖ Serve as the liaison with the contractor, working principally through the contractor's superintendent and assist in understanding the intent of the Contract Documents, and serve as the CITY's liaison with the contractor when the contractor's operations affect the CITY's on-site operations.
 - ❖ Assist in obtaining from the CITY additional details or information, when required for proper execution of the work.
- Review of Work, Rejection of Defective Work, Inspections and Tests
 - ❖ Conduct on-site observations of the work in progress to determine if the work is, in general, proceeding in accordance with the Contract Documents.
 - ❖ The Project Representative shall report to the Consultant whenever the Project Representative believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, has been damaged or does not meet the requirements of any inspection, test or approval required to be made, and advise the Consultant of work that the Project Representative believes should be corrected or rejected or should be uncovered for observation or requiring special testing, inspection or approval.
 - ❖ Verify that tests are conducted in the presence of appropriate personnel, and that the contractor maintains adequate records thereof, and observe and record appropriate details relative to the test procedures.
 - ❖ Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project and record the results of these inspections.
- Interpretation of Contract Documents
 - ❖ The Project Representative shall report to the Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to the contractor clarifications and interpretations as issued by the Consultant.

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Exhibit A
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- Modifications
 - ❖ Consider and evaluate the contractor's suggestions for modifications in drawings and specifications. Transmit to the contractor decisions as issued by the Consultant.
- Records
 - ❖ Maintain at the job site and/or at the Consultant's office, orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all work directives, changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- Reports
 - ❖ Furnish periodic reports as required of progress of the work and of the contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.
 - ❖ Consult with the CITY in advance of scheduled major tests, inspections or start-up of important phases of the work.
 - ❖ Report immediately to the CITY upon the occurrence of any accident.
- Completion
 - ❖ Before the Consultant issues a certificate of substantial completion, submit to the contractor a list of observed items requiring completion or correction.
 - ❖ Conduct final review of the work in the company of the CITY and the contractor and prepare a final list of items to be completed or corrected.
 - ❖ Observe that all items on final list have been completed or corrected and make recommendations to the CITY concerning acceptance.

Limitations of Authority - Consultant /Project Representative

- Shall not exceed limitations of the Consultant's authority as set forth in the contract documents.
- Shall not undertake any of the responsibilities of the contractor, subcontractors or the contractor's superintendent.

Aecom
Exhibit A
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- Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Shall not accept shop drawings or sample submittals from anyone other than the contractor.

II. COMPENSATION

The following changes to the initial SS7363 contract are recommended for this proposed amendment:

- Task 2.0 – “Revised Database” - \$4,570
- Task 5.0 – “Rehabilitation Implementation” - \$14,721
- Task 6.0 – “General Services During Construction” – \$58,143
- Task 8.0 – “Full Time Construction Inspection”– \$191,500

The new contract values based on the above recommended changes are presented below:

- Task 1.0 - \$81,530
- Task 2.0 - \$51,670
- Task 3.0 - \$439,517
- Task 4.0 - \$46,500
- Task 5.0 - \$59,331
- Task 6.0 - \$220,363
- Task 7.0 - \$82,148
- Task 8.0 - \$191,500
- Total - \$1,172,559

Aecom
Exhibit A
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The new contract values based on the above recommended changes are presented below:

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 1.0	Project Management and Administration	\$81,530	\$0	\$0	\$81,530
Task 2.0	Data Management	\$47,100	\$0	\$4,570	\$51,670
Task 3.0	Sewer Assessment	\$439,517	\$0	\$0	\$439,517
Task 4.0	Sewer Assessment Results and Preliminary Design Report	\$46,500	\$0	\$0	\$46,500
Task 5.0	Rehabilitation Implementation	\$44,610	\$0	\$14,721	\$59,330
Task 6.0	General Services During Construction	\$162,220	\$0	\$58,143	\$220,363
Task 7.0	Additional Services	\$82,148	\$0	\$0	\$82,148
Task 8.0	Full Time Construction Inspection	\$0	\$0	\$191,500	\$191,500
Total Fee		\$903,625	\$0.00	\$268,934	\$1,172,559

III. SCHEDULE

The active construction period will be increased from 12 months to 13 months.

Project completion date will be extended to March 18, 2019.

IV. SUBCONSULTANT FIRM INFORMATION

The original contract included DESA, Inc. as a Protégé Firm, CECS as a sub-consultant Firm, for a Protégé percentage of 20.3% and total combined Protégé/Sub-consultant fee of 38.0%. The updated Protégé and sub-consultant percentages and amounts are listed in the table below for the original contract and each contract amendment, as well as the updated total. This amendment will increase the Protégé participation from the original contract from 20.3% to 20.0%.

	Total Contract Amount	DESA Amount (Protégé)	% of Contract Amount	Hydrostructures Amount (Sub-consultant)	% of Contract Amount
Original Contract	\$903,625.00	\$183,630.00	20.3%	\$159,527.00	17.7%
CA#1	\$268,934	\$51,099.00	19.0%	\$0.00	0.0%
New Total Contract Amount	\$1,178,059.00	\$234,729.00	20.0%	\$159,527.00	13.5%

Exhibit B

City of Columbia
CIP # SSSS7363
SB03 Sewer System Evaluation Study and Sewer Rehabilitation Implementation

SUBCONSULTANT FIRM INFORMATION RECORDS

The Engineer shall list all firms, including minority and female owned firms, providing subconsulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone #	Group/Classification (MBE, WBE, SBE, Non MBE/WBE/SBE) Select ONE	Services to be Provided	Dollar Value of Services*
DESA, Inc. 400 Percival Road PO Box 6805 Columbia, SC 29260	Diane Sumpter 803.730.6466	M/F/SBE – Protégé	Protégé – Data Collection and Field Work, Public Relations, Construction Administration and Observation	\$234,729.00
Hydrostructures, P.A. 1725 12 th Street Cayce, SC 29033	Jeff Westbrook 803.563.5237	NON-MBE/WBE/SBE	CCTV and Dye Water Testing	\$159,527.00
		Choose an item.		
		Choose an item.		
		Choose an item.		
		Choose an item.		

*Estimated fee; fee may vary based on actual services provided.
Please clearly note the Protégé Firm in the "Group" Column.
Add additional rows as needed.

Exhibit C



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Project Number: CIP 7363
Date: 1/29/18
Project Name: SB03 Sewer System Evaluation Study and Sewer Rehabilitation Implementation
Mentor: AECOM (URS)
Protégé: DESA, Inc.
Duration of the Project: 27 Months
Project Contract Amount: \$1,172,559.00
Protégé Amount: \$234,729

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.

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

DESA serves as a subcontractor on the above referenced 27-month project, providing Project Management Assistance, Field Inspections (including manhole inspections, preliminary zoom camera inspections, and smoke testing), and Contract Administration Services (i.e. – scheduling and conducting pre-bid meeting, attending monthly construction progress meetings, scheduling and conducting pre-construction meeting, assisting with preparation and processing change orders, and witnessing critical construction steps, testing as required by contract documents).

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? Address general goals here and specific goals in question 9.

DESA intends to continue growing and improving their skillset by increasing their plan reviews and progress updates with AECOM (URS) throughout the project to ensure adequate knowledge of the plans, specifications, and schedule.

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 team that would indicate success is being achieved.

Continued work with the City will improve the protégé's business by helping them maintain qualified staff.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

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

Mentor: Phillip Dieckmann, PE
Ed Hart, PE
Tom Haselden, PE
Additional URS staff as required
Insurance provided as required by the City of Columbia

Protégé: Dan Lavender, PE
AutoCAD Civil3D 2014
DESA provides insurance certificate naming mentor as insured to include: (1) \$1,000,000 General Liability – Single Occurrence and \$2,000,000 Aggregate, (2) \$1,000,000 Auto Liability, (3) \$1,000,000 Umbrella Liability, (4) \$1,000,000 Worker's Compensation, and (5) \$1,000,000 Professional Liability.

Subcontractors:

N/A

Special Arrangements:

N/A

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

a. Description of Mentor's responsibilities: Responsible for overall design and coordination of the entire project, including producing construction plans and specifications, coordinating with all subcontractors, bid administration, and construction administration.

b. Description of Protégé's responsibilities on project: DESA will support public relations during the project, perform field inspections such as manhole inspections, preliminary zoom camera inspections, and smoke testing, schedule and conduct pre-bid meeting, perform construction observation, schedule and conduct pre-construction meetings, witness critical construction activities and testing, provides reports and photographs of construction activities.

c. Description of responsibilities that will be completed as a team:
The team will conduct monthly progress meetings, prepare and process change orders and MPP reports.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

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

The project is estimated at 27 months. The Protégé will be utilized in four (4) areas:

- 1) Public Relations
- 2) Field Inspections – manhole, preliminary zoom camera inspections, and smoke testing
- 3) Construction Administration
- 4) Construction Observation

7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

Our team holds quarterly progress meetings, in addition to the regular weekly communications to ensure all aspects of our business plan are constantly being checked for compliance.

8. What are the team's specific, quantitative goals and milestones for the current project?

The team's goal for the current project is identical to previous projects. Our goal is to always provide superior services on this and every City of Columbia project. A new goal for this project is to conduct Mentor/Protégé plan review meetings to discuss specifics about upcoming construction activities a week in advance.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

Generally, we try to meet one week prior to each MPP quarterly reporting deadline, at a minimum. During projects, we have monthly scheduled meetings and usually speak on a daily basis.

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

DESA prepares and submit invoices monthly. For lump sum, fixed priced contracts, DESA invoices in equal monthly payments over the contract performance period. For time and material contracts, DESA invoices based on actual work performed during the month.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP MBE, WBE, SBE
Hydrostructures	803-563-5237	1725 12 th Street Cayce, SC 29033	AECOM (URS)	\$169,627.00	N/A

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: \$234,729

Percentage of Contract: 20.0% (Minimum of 20% of total contract amount is required)



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by AECOM Technical Services, Inc. (Mentor Firm) this 29th day of January, 2018.

Corporate SEAL _____

By: R. Ronald Howell
Title: Vice President

ATTEST:

By: CH 85
Title: Secretary



EXECUTED by DESA, Inc. (Protégé Firm) this 29th day of January, 2018.

Corporate SEAL _____

By: Deane L. Supter
Title: President & CEO

ATTEST:

By: Travis M. Baldwin
Title: Construction Manager

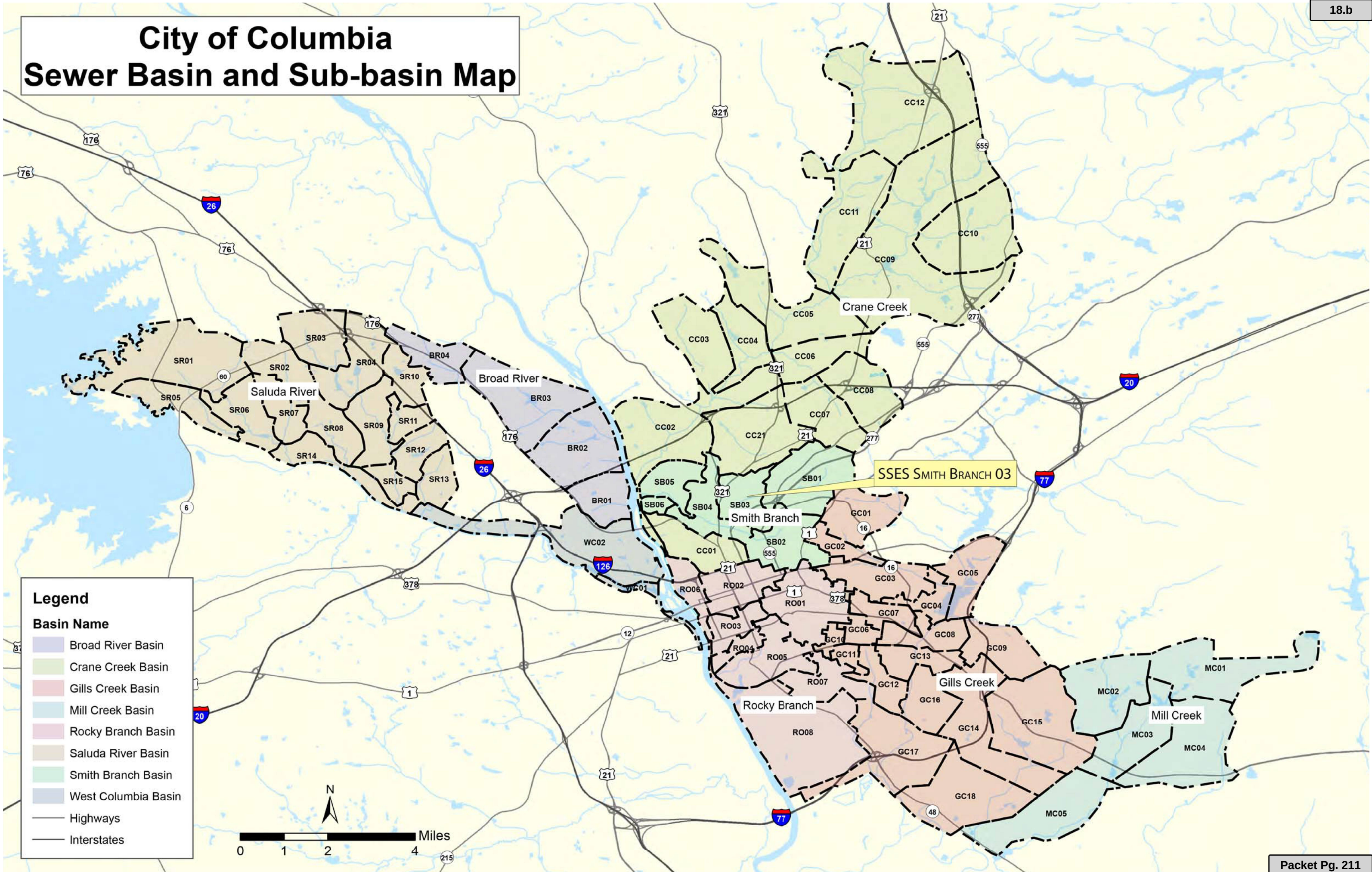


RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 27th day of February, 2018.

By: Ayasha Driggs
Title: Compliance Administrator

City of Columbia Sewer Basin and Sub-basin Map





We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #3 for Project WM4326; Water Tank Repainting and Maintenance Services, as requested by Columbia Water. Award to Utility Service Company, Inc. in the amount of \$359,323.00. This firm is located in Perry, Georgia.

PURPOSE: The following sub-consultant will provide additional services:

Bullins Painting of Stoneville, GA will provide blast/paint labor services at \$80,000.00 (22.3%) of the contract amendment value.

Semper Fi Steel of La Grange, KY will provide blast/paint labor services at \$80,000.00 (22.3%) of the contract amendment value.

REQUISITION NO.: R189183

FINANCIAL IMPACT: Funding Source: Water Plants Operations Budget 5516206-WM4326-638305. The original budgeted amount is \$365,000.00.

ORIGINAL BUDGET: \$359,323.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

The Agreement with Utility Service Company was negotiated in November 2014 for Water Tank Repainting and Maintenance in the amount of One Hundred Thousand, Nine Hundred and Eighty-Five Dollars and No/100 (\$100,985.00). This Amendment commences the first of two three (3) year renewal periods as anticipated in the original agreement to compensate the consultant for renovation, painting, and prevention maintenance services for the City's water storage facilities.

Services to be performed will impact all City Council Districts. The Office of the City Attorney has approved the Agreement. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** UtilityServiceCompany.2018.WaterTankRepaintingandMaintenance.WM4326
(PDF)

Agreement for Professional Services
 Water Tank Repainting and Maintenance
 Project Funding Number: 5516206/5516207-WM4326-638305
 Utility Service Company, Inc. and City of Columbia, SC
 Contract Amendment # 3

February 8, 2018

Description of Change: Request first three (3) year renewal of Agreement for Professional Services between the City of Columbia (City) and Utility Service Company, Inc. (Consultant) dated November 18, 2014; amended by Contract Amendment 1 dated July 23, 2015; and amended by Contract Amendment 2 dated September 30, 2016. This Amendment commences the first three (3) year renewal period as anticipated in the original agreement to compensate the consultant for renovation, painting, and prevention maintenance services for the City's water storage facilities through November 17, 2020. The revised schedule of work for year one (1) (November 18, 2017 – November 17, 2018) is more fully described in Exhibit A and Exhibit B, herein.

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

Proposed Change and Basis for Payment:

Original Contract Price:	\$ 100,985.00
Previous Change Order:	\$ 758,405.00
This Change (addition):	\$ 359,323.00
Revised Contract Price:	\$ 1,218,713.00

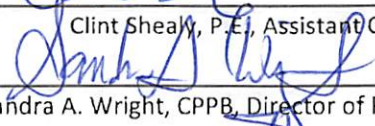
Additional funds are to be provided in the following manner: 5516206/5516207-WM4326-638305

This Change is Acceptable:

Utility Service Company:


 Signature _____ G. David Forrester _____ Date: 3/28/18
 (Please Print Name)
 Title: Vice President, South Region

City of Columbia:

By:  _____
 Joseph D. Jaso, P.E., Director of Utility Operations
 By:  _____
 Clint Shealy, P.E., Assistant City Manager for Columbia Water
 By:  _____
 Sandra A. Wright, CPPB, Director of Procurement and Contracts/Purchasing Agent

Approval of Change: _____
 Teresa Wilson, City Manager

UtilityServiceCompany.2018.WaterTankRepaintingandMaintenance.WM4326.CA2.nj.doc

APPROVED AS TO FORM
 3/15/18
 Legal Department City of Columbia, SC

Exhibit A

The City of Columbia Renovation Schedule - (Projected)

KEY			
TOTAL	Complete Interior and Exterior Renovation	V	Visual Inspection
EXT-W	Complete Exterior Renovation with interior washout	W	Washout Inspection
INT	Complete Interior Renovation	W-C	Cancelled Washout
FLTR	Float Repair	Rep	Repair
		TU	Touch Up

Number	Tank Name	Storage Capacity	Units	Type	2017	2018	2019	Contact
1	Ames Road Tank	0.50	MG	Elevated	V-INT	W	V	Trey
2	Bible College Tank	0.30	MG	Elevated	V	W	V	Trey
3	Canal Plant Tank	0.15	MG	Elevated	V	W	V	Gordon
4	Chapin Tank	0.15	MG	Elevated	V	V	V	Trey
5	Cushman Tank	2.10	MG	Stand Pipe	W	V	W-EXT	Gordon
6	Fairfield Tank	2.00	MG	Stand Pipe	W	V	W-EXT	Trey
7	Fort Jackson North Tank	2.00	MG	Stand Pipe	W	V	W	Gordon
8	Fort Jackson South Tank	2.00	MG	Stand Pipe	V	W	V	Gordon
9	Hobart Tank	0.50	MG	Elevated	V	W	V	Trey
10	Horseshoe Tank	1.50	MG	Elevated	V	W-EXT	V	Gordon
11	Lake Murray Tank	0.48	MG	Stand Pipe	V	W	V	Trey
12	Lower Richland Tank	0.25	MG	Elevated	V	W	V	Gordon
13	Melrose Tank	1.50	MG	Elevated	W	V	W	Gordon
14	New Ballentine Tank	2.00	MG	Composite	V	W	V	Trey
15	New Genstar Tank	2.00	MG	Composite	V	W	V	Trey
16	Rimer Pond	2.00	MG	Composite	W	V	W	Trey
17	San Marco Tank	1.20	MG	Stand Pipe	V	W-EXT	V	Gordon
18	St. Andrews Tank	1.50	MG	Elevated	V-INT	W	V	Trey
19	St. James Tank	2.00	MG	Stand Pipe	W	V	W	Trey
20	Summit Tank	0.25	MG	Elevated	W	V	W-EXT	Trey
21	Upper Richland Tank	0.25	MG	Elevated	V	WO	V-INT	Trey
22	Village at Sandhill	2.00	MG	Composite	W	V	W	Trey
23	Wales Garden Tank	1.50	MG	Elevated	W	V	W	Gordon
24	Woodfield Tank	0.25	MG	Elevated	W	V	W	Gordon

Trey Mobile: 803-727-0451
Gordon Mobile: 803-413-8281

Exhibit B

INVOICING					Year 1-3 Invoicing
Customer Tanks	1	2	3		
Ames Road Tank; 500,000G Elevated	\$ 75,477	\$ 1,801	\$ 426	\$	77,703
Canal Plant Tank; 150,000G Elevated	\$ 405	\$ 1,801	\$ 426	\$	2,632
Chapin Tank; 150,000G Elevated	\$ 405	\$ 416	\$ 426	\$	1,247
Cushman Tank; 2,150,000G Standpipe	\$ 1,757	\$ 416	\$ 96,918	\$	99,090
Fairfield Tank; 2,000,000G Standpipe	\$ 1,757	\$ 416	\$ 136,107	\$	138,279
Fort Jackson North Tank; 2,000,000G GST	\$ 1,757	\$ 416	\$ 1,846	\$	4,018
Fort Jackson South Tank; 2,000,000G GST	\$ 405	\$ 1,801	\$ 426	\$	2,632
Hobart Tank; 500,000G Elevated	\$ 405	\$ 1,801	\$ 426	\$	2,632
Horseshoe Tank; 1,500,000G Elevated	\$ 405	\$ 320,136	\$ 426	\$	320,968
Lake Murray Tank; 500,000G Standpipe	\$ 405	\$ 1,801	\$ 426	\$	2,632
Lower Richland Tank; 250,000G Elevated	\$ 405	\$ 1,801	\$ 426	\$	2,632
Melrose Tank; 1,500,000G Elevated	\$ 1,757	\$ 416	\$ 1,846	\$	4,018
Monticello/Bible Tank; 300,000G Elevated	\$ 405	\$ 1,801	\$ 426	\$	2,632
New Ballentine Tank; 2,000,000G Composite	\$ 405	\$ 1,801	\$ 426	\$	2,632
New Genstar Tank; 2,000,000G Composite	\$ 405	\$ 1,801	\$ 426	\$	2,632
Rimer Pond Road Tank; 2,000,000G Composite	\$ 1,757	\$ 416	\$ 1,846	\$	4,018
San Marco Tank; 1,000,000G Standpipe	\$ 405	\$ 91,148	\$ 426	\$	91,979
St. Andrews Tank; 1,500,000G Elevated	\$ 233,373	\$ 1,801	\$ 426	\$	235,599
St. James Tank; 2,000,000G Standpipe	\$ 1,757	\$ 416	\$ 1,846	\$	4,018
Summit Avenue Tank; 250,000G Elevated	\$ 1,757	\$ 416	\$ 90,413	\$	92,585
Upper Richland Tank; 250,000G Elevated	\$ 405	\$ 1,801	\$ 47,914	\$	50,120
Village at Sandhill Tank; 2,000,000G Composite	\$ 1,757	\$ 416	\$ 1,846	\$	4,018
Wales Garden Tank; 1,500,000G Elevated	\$ 1,757	\$ 416	\$ 1,846	\$	4,018
Woodfield Tank; 250,000G Elevated	\$ 1,757	\$ 416	\$ 1,846	\$	4,018
Emergency Services - All Tanks	\$ 28,041	\$ 28,742	\$ 29,460	\$	86,242
TOTAL INVOICING	\$ 359,323	\$ 464,404	\$ 419,269	\$	1,242,996

Exhibit C**Subconsultant Firm Information Records**

<u>Firm Name and Address</u>	<u>Contact Name and Telephone Number</u>	<u>Group (MBE, WBE, SBE)</u>	<u>Services to be Provided</u>	<u>Dollar Value of Services</u>
The Bullins Company	Johnny Bullins 336-552-3644	Non DBE	Labor - Blast/Paint	\$80,000
Semper Fi Steel	Stephen Birchmeier 617-281-1321	Non DBE	Labor - Blast/Paint	\$80,000



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Engineering Services Agreement for Project SD8360; Water Quality Monitoring and MS4 Program Support Services, as requested by Columbia Water. Award to Woolpert, Inc., in the amount of \$464,335.00. This firm is located in Columbia, SC.

PURPOSE: Sub-consultant Rogers & Callcott, a Small Business Enterprise of Columbia, SC will provide grab sampling, laboratory testing, and analysis services for three (3) years at \$106,680.00 (8.0%) of the contract value.

REQUISITION NO.: R188694

FINANCIAL IMPACT: Funding Source 5534202-SD8360-638305.

ORIGINAL BUDGET: \$500,000 for year one (1)

CLEAN WATER 2020?: No

STRATEGIC GOALS: Foster a healthy quality of life, Provide high quality municipal services

The above referenced Agreement is to compensate the Engineer for providing MS4 Program Support and Operations and Maintenance associated with the nine (9) water quality monitoring stations and three (3) flow monitoring stations currently in operation throughout the city in Columbia, SC. The services being provided will encompass the following:

- Task 1 Operations and Maintenance
- Task 2 Grab Sampling
- Task 3 Rain Gauge Stations
- Task 4 Data management/Statistical Analysis
- Task 5 Reporting
- Task 6 Discharge Measurements/Programming
- Task 9 Annual Report Preparation
- Task 10 On-Call Services
- Task 11 Project Management

Services to be performed will impact all City Council Districts. The Office of the City Attorney has approved the Agreement. The ACM for Columbia Water and the Director of Engineering recommend its approval.

ATTACHMENTS:

- **#a:** Woolpert.2018.WaterQualityMonitoringandMS4ProgramSupport.SD8360.agr (PDF)
- **#b:** Woolpert SD8360.Map (PDF)

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Woolpert, Inc., (hereinafter referred to as the "Engineer"), for Engineer to conduct stormwater quality monitoring, operations, and maintenance, and MS4 program support services for the City in Columbia, SC.

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

I. Scope of Services

Upon written notification by the City to proceed, the Engineer shall complete the scope of services more fully described in Exhibit A, attached hereto. The Engineer 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.

II. Supplemental or Additional Services

Supplemental or Additional Services may be required of the Engineer by the City or recommended by the Engineer and approved by the City in writing.

The Engineer must obtain written approval from the City for any Supplemental or Additional Services prior to the work being performed. If the Engineer fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Engineer for services performed.

III. Term of Agreement

This Agreement shall expire, unless terminated earlier as provided for herein, on March 31, 2019, or at such time the total compensation provided for herein is reached, whichever is later.

The term of the project will be for an initial term of one (1) year from award and contract execution, with the option to renew or continue with work for two (2) additional one-year periods at the mutual pleasure of both parties.

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

IV. Schedule for Completion of Services

Time is of the essence. The Engineer shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit A, attached hereto.

V. Compensation

A. The compensation to be paid by the City to the Engineer under this Agreement show on Exhibit A attached hereto, for Task 1 Operations and Maintenance, shall be on an hourly rate basis with a not to exceed fee of Seventy-Nine Thousand Seventy-Six Dollars and No/100 (\$79,076.00).

B. The compensation to be paid by the City to the Engineer under this Agreement show on Exhibit A attached hereto, for Task 2 Grab Sampling, shall be on an hourly rate basis with a not to exceed fee of Fifty Thousand Eight Hundred Eighty-Nine Dollars and No/100 (\$50,889.00).

C. The compensation to be paid by the City to the Engineer under this Agreement show on Exhibit A attached hereto, for Task 3 Install Rain Gauge Stations, shall be on an hourly rate basis with a not to exceed fee of Six Thousand, Thirty-Eight Dollars and No/100 (\$6,038.00).

D. The compensation to be paid by the City to the Engineer under this Agreement show on Exhibit A attached hereto, for Task 4 Data Management/Statistical Analysis, shall be on an hourly rate basis with a not to exceed fee of Eighty-Eight Thousand, Four Hundred Fifty-Four Dollars and No/100 (\$88,454.00).

E. The compensation to be paid by the City to the Engineer under this Agreement show on Exhibit A attached hereto, for Task 5 Reporting shall be on an hourly rate basis with a not to exceed fee of Forty Thousand Three Hundred Ninety-Four Dollars and No/100 (\$40,394.00).

F. The compensation to be paid by the City to the Engineer under this Agreement show on Exhibit A attached hereto, for Task 6 Discharge Measurements/Programming, shall be on an hourly rate basis with a not to exceed fee of Forty-Six Thousand Eight Hundred Thirty-Four Dollars and No/100 (\$46,834.00).

G. The compensation to be paid by the City to the Engineer under this Agreement show on Exhibit A attached hereto, for Task 9 Annual Report Preparation, shall be on an hourly rate basis with a not to exceed fee of Sixteen Thousand One Hundred Four Dollars and No/100 (\$16,104.00).

H. The compensation to be paid by the City to the Engineer under this Agreement show on Exhibit A attached hereto, for Task 10 On-Call Services, shall be on an hourly rate basis with a not to exceed fee of Thirty Thousand Dollars and No/100 (\$30,000.00).

I. The compensation to be paid by the City to the Engineer under this Agreement show on Exhibit A attached hereto, for Task 11 Project Management, shall be on an hourly rate basis with a not to exceed fee of Thirty-Nine Thousand Three Hundred Twenty-Eight Dollars and No/100 (\$39,328.00).

J. The compensation to be paid by the City to the Engineer under this Agreement show on Exhibit A attached hereto, for Reimbursable Expenses, shall be a fee not to exceed Sixty-Seven Thousand Two Hundred Eighteen Dollars and No/100 (\$67,218.00).

K. The total compensation to be paid by the City to the Engineer under this Agreement shall not exceed Four Hundred Sixty-Four Thousand Three Hundred Thirty-Five Dollars and No/100 (\$464,335.00).

L. The Engineer 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). Engineer 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 Sub-consultants shown on Exhibit B hereto. Each invoice shall bear the signature of the Engineer, 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.

M. Affirmative Action Procurement and Contracting Goals

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Enterprise Businesses (DBEs) including, but not limited to, Small Businesses (SBEs), Minority Businesses (MBEs), Women-Owned Businesses (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, subcontractors 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, 1225 Lady Street, Suite 102, 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 Engineer or subcontractor) is dependent upon the business community partnering with the City in this important endeavor.

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

N. SUBCONTRACTING GOALS

As a result of this Agreement, the subcontracting goals are as follows:

SB Goals	<u>8</u>	%
MBE	<u>0</u>	%
WBE	<u>0</u>	%
LSA	<u>0</u>	%

The Engineer will also be expected to ensure subcontractor performance during the period of performance and include optional periods as applicable. Achievement of these goals is expected during the life of the Agreement, including any extensions of the Agreement.

VI. Indemnification, Hold Harmless and Insurance

A. The Engineer shall procure and shall maintain during the life of this Agreement, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Agreement, to adequately protect the owner from any claims or damages including bodily injury or death, which may arise from them during 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 sublet, the Consultant shall require the subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultant's Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

Liability: The successful applicant shall provide to the City evidence of General Liability insurance in an amount not less than one million and no/100 (\$1,000,000) per occurrence and two million and no/100 (\$2,000,000) dollars aggregate in accordance with the current Columbia Code of Ordinances, 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 occurrence and Two Million Dollars and No/100 (\$2,000,000.00) Aggregate.

Automobile Liability Insurance- \$500,000.00 combined single limit per accident for bodily injury and property damage.

B. The Engineer 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 Engineer and any subcontractor of the Engineer commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement and any renewals. 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 Engineer 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 Engineer, its subcontractors, 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 Engineer will also agree to promptly notify the City of any civil or criminal actions filed against the Engineer 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. 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.

VII. Permits and Licenses

A. The Engineer shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Engineer in performing the services required under this Agreement. The Engineer shall be responsible for any costs relating to same.

B. The Engineer 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 Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/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 Engineer and pay any costs relating to same.

C. The Engineer 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 Engineer shall procure a City of Columbia business license while performing services under this Agreement.

VIII. Duties Upon Termination

At termination of this Agreement, the Engineer shall immediately provide the City with all records and data in any format the Engineer is capable of producing and at no cost to the City, which were generated, created or received by the Engineer 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 Engineer's successor. All records shall be free from any proprietary claims or interest. The Engineer agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

IX. Termination of Agreement

The City may terminate this Agreement at any time upon any of the following grounds:

- A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;
- B. The Engineer fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days having been notified by the City of such deficiency;
- C. Force Majeure;
- D. The City shall, at its sole option and discretion, have 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 Engineer 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 Engineer. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

X. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Engineer or any subcontractor retained by the Engineer and related to the services required by this Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement.

XI. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

B. Written notice to the Engineer shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Woolpert Inc., 2000 Center Point Rd., Suite 2200, Columbia, SC 29210.

XII. Miscellaneous

A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

B. The Engineer shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.

C. The Engineer will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City.

D. In the event there are any disagreements between the City and the Engineer with regard to any of the requirements, specifications or interpretation of this Agreement, the Engineer 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 of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the courts of Richland 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 Engineer 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 Engineer.

F. This Agreement represents the entire agreement between the City and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Change Order signed by both the City and the Engineer may amend this Agreement.

G. The failure of either the Engineer 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 Engineer acknowledges, for itself and any subcontractors, that they are 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 performing services under this Agreement, the Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Engineer shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Engineer will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.

L. This Agreement shall be binding upon the Engineer, its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

By: _____
Teresa Wilson, City Manager

WOOLPERT INC.,

Witness

By: Brian T. Bates
Title: SENIOR ASSOCIATE

By: Dana R. Higgins 3/15/18
Dana R. Higgins, P.E., LEED AP, Director of Engineering

By: Clint Shealy 3/16/18
Clint Shealy, P.E., Assistant City Manager for Columbia Water

By: Sandra A. Wright
Sandra A. Wright, CPPB, Director of Procurement and Contracts

Woolpert.2016.WaterQualityMonitoringOperationandMaintenance.SD8360.agr.nj.doc

APPROVED AS TO FORM

3/7/18
Legal Department City of Columbia, SC

SCOPE OF SERVICES

City of Columbia, SC Water Quality Monitoring & MS4 Program Support

Project Name:	City of Columbia Water Quality Monitoring and MS4 Program Support
Project Number:	To Be Determined
Watersheds Monitoring:	Gills Creek, Lower Saluda, Congaree and Broad
Number of Stations:	12 Stations on Gills Creek, Kinley Creek, Rocky Branch and Smith Branch
Estimated Project Start Date:	March 2018
Estimated Project End Date:	March 2019
Project Duration:	12 months
Project Total Fee:	\$ 464,335

Project Understanding

In 2012, the City began developing a monitoring program in response to requirements outlined in the City's Phase I MS4 permit. Specifically, the City developed a monitoring program to gather more data regarding total maximum daily loads (TMDLs) in the Gills Creek watershed. Over the last four years, the City extended the monitoring program into the Rocky Branch, Kinley Creek, and Smith Branch watersheds. The comprehensive program included the implementation of a permanent monitoring network that incorporates the use of various water quality sensors, rainfall gauges, stage/flow information, remote telemetry, and supplementary manual grab sampling. This program allows the City to thoroughly evaluate current baseline conditions, identify potential pollutant sources within and/or entering City limits, and assess long term improvements in water quality due to the implementation of various BMPs. In addition, the rainfall and stream stage data will likely be useful for a range of other City needs, while data from the monitoring network may also provide further ancillary benefits including data for floodplain model calibration, spill tracking, and emergency response.

The following sub-tasks highlight the proposed scope of services to operate and maintain the continuous water quality stations for Gills Creek, Kinley Creek, Rocky Branch, and Smith Branch:

Task 2- Operation and Maintenance

This task includes **monthly site visits** by Woolpert personnel for the purposes of maintaining **the nine (9) water quality monitoring stations, three (3) flow monitoring stations**, and associated hardware/sensors for **12 months**. This includes inspections of the casing pipe and equipment enclosure, removal of debris/pests, retrieval of the data sondes, confirmation of sufficient power supply, inspection of the rain gauges (when needed), vegetation maintenance, and documentation of field observations. Before retrieving the data sondes, Woolpert will check the weather forecast to ensure that the sensors will not be removed from the field for calibration when a perceptible event is predicted for the greater Columbia area. This task also includes field verification of the calibration of the City owned HyQuest Solutions tipping bucket (TB-4) rain gauges using two different intensities.



After retrieval of the data sondes, the sensors on each data sonde will be cleaned and calibrated at the Woolpert office in accordance with the manufacturer's recommendations. This will include the **calibration of sensors for pH, conductivity, temperature, turbidity, and dissolved oxygen**. When necessary, Woolpert will continue to have preventative maintenance performed on the optical sensors to prolong the life and maintain the sensor's accuracy. After successfully calibrating the sensors, the data sondes will be redeployed at each station. During routine calibration, the sensors may be out of the water for up to 72 hours.

Based on daily observations of field conditions via the project website (work days only), this task will include a maximum of **twelve (12) unscheduled site visits** to any of the nine (9) water quality monitoring stations and the three (3) additional stream stage and flow monitoring stations to address obvious maintenance needs such as buried sensors, sensors that have fouled or likely need maintenance, rain gauges where funnels or siphons have become clogged with debris and/or pressure sensor calibration for the SonTek IQ flow meters. Woolpert will document the maintenance needs in a site-specific maintenance log book.

Data Hosting

All recorded field data will be transmitted at a predefined interval, via the cellular modems, to a dedicated Woolpert server. Woolpert will host the data and setup a secure website for the City and Woolpert's use with various graph templates to view the real-time data. Woolpert will monitor recorded field data each work day during the deployment period. The data hosting effort will help identify any potential problems as they occur and reduce the potential for inaccurate water quality/rainfall reporting over significant periods of time. Costs associated with this task include a monthly data hosting fee for the use, maintenance, and updates of software/hardware that are needed for real-time data observations and quality control services provided by Woolpert staff. Under this task, Woolpert's staff will maintain the modems, data loggers, and data hosting website. Woolpert will also utilize its IT staff members to back-up the data routinely and patch the server with necessary updates, to maintain security.

Task 2- Grab Sampling

This task includes near daily weather tracking for the collection of **manual grab samples over a twelve-month period at each of the nine (9) monitoring sites**. This task will require the use of a SCDHEC certified laboratory and detailed coordination during a potential approaching storm. **Up to four samples will be collected for TP, TN, TSS, and *E. coli* during eight storm events** pending appropriate weather conditions (**target of 2 events/season**) at each of the monitoring stations. The samples will be spaced based upon the anticipated duration of stormwater runoff, but the amount of time for collecting samples during each event will be heavily influenced by inclement or dangerous weather conditions, pollutant holding times, and/or laboratory staff availability. **Additional *E. coli* samples** will be collected as needed during dry weather conditions to assist with the regression analysis in Task 4. Woolpert will establish a subcontract agreement with Rogers and Callcott, a local small business and SCDHEC certified laboratory, to provide the analytical services for this contract. Invoices from the laboratory will be passed directly through on Woolpert invoices to the City during months where the laboratory services were used on the project.

Dry Weather Screening of Major Outfalls

Woolpert will use a two-man field crew to visit major outfalls (approximately 120 major outfalls exist within the City limits) previously identified by the City of Columbia during dry weather conditions (less than 0.1 inch within 72 hours) to check for dry weather flow. Woolpert will coordinate with a City GIS representative to obtain a GIS shape file of the locations of the major outfalls and a list of attributes to collect while performing the dry weather screening activities at major outfalls. If dry weather flow or evidence of intermittent flows is present, Woolpert will record the observations in a database and report the flows to the City at the end of the dry weather screening process. Woolpert will not be responsible for tracking any dry weather flows to their source(s) and will not produce illicit discharge detection and elimination (IDDE) reports as a part of this task.

Task 3- Installation of Two Rain Gauges

With the heightened awareness of flooding issues in and around the City of Columbia and the variability of rainfall, Woolpert recommends performing site selection purchasing equipment, and installing two additional rain gauges. Although it is not necessary for the MS4 permit, the two locations would best be located inside the City's jurisdictional area, but outside of the TMDL monitoring area. One potential location is within the Harlem Heights/Fairwold Acres neighborhood. Another potential location is the Fire Flies baseball stadium which is located within a TMDL watershed.



Before selecting the potential locations, Woolpert anticipates using spatial rainfall interpolation to provide the City with a map showing the estimated variability of rainfall. This map will be used to help guide the locations of the installations. Site locations will be based on ease of access, current and future functionality for the City, and property access. This task does not include property right agreements or obtaining easements for the City.

Task 4 – Data Management/Statistical Analysis

This task includes **monthly evaluation of the continuously collected water quality data** from each of the nine (9) monitoring stations for quality control to identify pollutant concentrations that appear unusual or that fluctuate out of normal ranges. This includes noting any questionable data to be further analyzed or potentially removed from the final dataset based upon field observations during maintenance activities. Sensor drift corrections, equipment inventory, and calibration logs will be documented for each of the nine (9) sondes.

After correcting the continuous dataset based on field observations and maintenance activities, Woolpert will provide the City with descriptive statistics, which will be used in Task 5 below. This task also includes the development of a regression equation between *E. coli* and surrogate parameters for each monitoring station from the multi-parameter data sonde when the data allows.

Task 5 – Reporting

After the monthly evaluation of the continuously collected data is conducted, Woolpert will provide the City with monthly site summaries for all nine monitoring stations. These summaries will be in a format that will allow the City to post the graphical data and summaries to their website for the public to view. Upon the completion of the data collection process over the 12-month period for all nine (9) monitoring stations, descriptive statistics for the grab sample data and for each continuously measured field parameter will be calculated. The statistical analysis for all parameters and *E. coli* data will be summarized in a supporting narrative, all of which will be included in a Final Report. This task includes detailed seasonal and/or base flow/storm flow analysis among the nine (9) monitoring stations. This task also includes generating a monitoring summary for the City's annual report to SCDHEC for compliance with the City's MS4 permit. This summary of the monitoring station data will consist of study area descriptions, methods used, results, and a trend analysis for each of the stations.

Task 6 – Rating Curve Development / Revisions

Stream discharge is a crucial component of the City's loading calculation at each of the water quality stations, and is calculated by creating and maintaining a relationship between stream stage and individual point discharge measurements at various stages. Continued flow measurements are necessary to ensure the accuracy of calculated loading rates. Stream cross sections and flow rates will be collected at the pressure transducer at each monitoring station. Data collected will be added to the model to refine the rating curve (i.e. stage versus flow rate). Rating curves will be programmed into the data loggers at the monitoring stations and will be used to estimate continuous flow rates. This effort is important for calculation of pollutant mass loadings and assessing the potential improvement of water quality from various types of best management practices.

At Smith Branch B, a maximum of six (6) measurements will be taken to develop a rating curve. This will include up to two (2) low-flow and four (4) high-flow measurements. Smith Branch A will utilize the stage vs discharge relationship already developed by the USGS; who maintains their stream gauge station upstream of the City's Smith Branch A monitoring station. Continued rating curve development will occur at each of the water quality stations in the Kinley Creek watershed with three (3) measurements. Additionally, at each of the stations along Rocky branch will receive up to two (2) validation measurements. Emphasis will be put on capturing measurements at stages previously not captured.

At the Gills Creek A and C monitoring stations, rating curves have been finalized. However, the recent 1000-year flood event drastically modified the Gills Creek watershed and potentially the current stage-discharge relationship. It is imperative that the rating curves at these stations be validated throughout the year to account for changes in the stream bed and stage-discharge relationship and calibrated when changes occur. It is recommended that up to four (4) measurements be taken at Gil A and Gil C during the contract period. Additional discharge measurements may be needed if channel dimensions were altered drastically by the historic rain event.



Station ID	Number of Measurements	Station ID	Number of Measurements	Station ID	Number of Measurements
Gil A	4	Gil B	0	Gil C	4
Kin A	3	Kin B	3	MLK	2
Cookout	2	Roc A	2	Roc B	2
Smi A	0	Smi B	6		

Task 7 MS4 Permit Negotiations

Woolpert anticipates that the second cycle NPDES MS4 permit will not be issued during this 12-month scope of work; therefore, no fee or work scope have been provided. If the City's NPDES Stormwater Permit is issued during this contract period and the City requests Woolpert's services to negotiate a permit then a portion of the contingency fee can be used to fund this task. If requested, Woolpert will develop a separate scope and fee for this work.

Task 8 Audit Preparation

Woolpert anticipates that SCDHEC will only perform one audit of the City's NPDES MS4 permit every five years and does not anticipate an audit occurring during this contract period; therefore, no fee or scope of work has been provided for this task. If the City's NPDES Stormwater Permit is issued during this contract period and the City requests Woolpert's services to assist in an audit then a portion of the contingency fee can be used to fund this task. If requested, Woolpert will develop a separate scope and fee for this work.

Task 9 Annual Report Preparation

Part V. Monitoring and Reporting Requirements of the City's MS4 permit requires the City to submit annual reports that provide an update regarding activities the City has performed during the previous year that meet requirements for each component of the permit and that highlight the effectiveness of the SWMP. This task includes up to 120 hours of Woolpert's assistance with compiling the City of Columbia's comprehensive SCDHEC annual report, which will be completed in time for the City to review before the City submits the finalized report to DHEC.

Woolpert will request specific data from the City in a way that will minimize the time required to complete the report. Woolpert will organize the content and sections of the report to follow their Permit, as well as make sure that the information provided will meet permit requirements. If there is data missing, Woolpert will provide reminders to City staff for completing the sections necessary for permit compliance. Once the appropriate information has been gathered, a draft report will be created and delivered to the City for their review. This task includes a two-hour meeting with the City to review the draft report.

Task 10 – On-call Services

A general consulting fee has been added to the fee estimate to account for unforeseen situations that may occur that require consultation between City and Woolpert staff. This fee can also be used to address stakeholder interests, assist with written correspondence with SCDHEC, and mentor a City representative on various aspects of this project throughout its completion.

Task 11 – Project Management

This project will require routine project management needs such as project setup, scheduling, client correspondence, team management, and invoicing. This task also includes sub-consultant management and monthly client meetings.

Reimbursable Expenses

Expenses requiring reimbursement will include, but are not limited to, analytical expenses from the laboratory, monitoring equipment, monthly data hosting, one (1) year of calibration solutions, sonde parts/replacements, assorted equipment maintenance supplies, and mileage or work truck fees. The reimbursable expenses are, in part, determined by quotes Woolpert receives from sub consultants



hired to perform work encompassed by this scope of services. The reimbursable expense contained in the Fee Estimate is subject to change based on final quotes received by Woolpert. Reimbursable expenses can be used to address stakeholder interests.

Assumptions / Notes

Woolpert staff will make every effort to sample two (2) storm events/season, but this task is contingent upon appropriate rainfall and safe weather conditions. It should also be noted that snow melt and smaller rainfall events will be avoided if possible due to lack of sufficient runoff. Woolpert will also attempt to avoid events that would cause the City to incur overtime billing rates from the laboratory.

Data Hosting

Woolpert's data hosting responsibilities are intended to ensure that data is stored in such a manner as to permit access by the City as well as interested and affected parties as designated by the City. Woolpert's data hosting responsibilities are:

- a) Install, maintain, and operate software on a dedicated server to host data from each monitoring and sampling station. This responsibility shall include customary maintenance of the software and associated servers during normal business hours which are defined as 8:00 AM to 5:00 PM EST/EDT, Monday through Friday, and not including the following holidays- New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and the day after, and Christmas Day.
- b) Program modems at each monitoring station to call the server at selected intervals with appropriate phone numbers and routing information.
- c) Provide training in a timely manner to the City on the access of the data, including changes and/or upgrades to the system.
- d) Provide coordination between vendors and various Woolpert personnel to develop an IP address and web page to display the field data. Each station will be setup on the web page for viewing purposes and various security levels will be setup to maintain data security
- e) Designate, by name or position a representative who shall act as the Woolpert Data Hosting Coordinator and designate one back-up representative.

Data posted to the Woolpert-hosted web page will be raw data and will not have any quality control routines or checks prior to posting. Each individual user of the real-time data will be responsible for any quality control processes before use. Woolpert cannot and does not warrant the accuracy of the real-time data and shall not be responsible for any use of such data.



Fee Estimate

Task Description	Fee Estimate
Task 1 Operation and Maintenance – Field Inspections – Sensor/Sonde Calibration – Daily Data Observations – Rain Gauge Calibration Check – Unscheduled Maintenance	\$ 79,076
Task 2 Grab Sampling – Weather Tracking – Laboratory Coordination – Sample Collection – Dry Weather Screening of Major Outfalls	\$ 50,889
Task 3 Install Rain Gauge Stations – Equipment Purchase – Install Preparation – Equipment Installation	\$6,038
Task 4 Data Management/Statistical Analysis – Monthly Quality Control – Descriptive Statistics – Regression Equation Development – Annual Load Calculations	\$ 88,454
Task 5 Reporting – Monthly Memos – Final Report	\$ 40,394
Task 6 Discharge Measurements / Programming – Rating Curve Development – SonTek IQ Maintenance – Discharge Measurements – Update Logger Programs/Alarms – Verify Survey Sections and Station	\$ 46,834
Task 7 MS4 Permit Negotiations – Not Anticipated During this Contract Period	\$---
Task 8 Audit Preparation – Not Anticipated During this Contract Period	\$---
Task 9 Annual Report Preparation – Information Gathering – Report Development – Report Review Meeting	\$ 16,104



Task 10 On Call Services	\$ 30,000
– General Consulting	
Task 11 Project Management	\$ 39,328
– Project Meetings	
– Client Correspondence	
– General Project Management	
Project Subtotal:	\$ 397,117
Reimbursable Expenses¹:	<u>\$ 67,218</u>
Project Total:	\$ 464,335

Hourly Rate Table

Project Director	\$201
Project Manager	\$177
Senior Professional Engineer	\$141
Professional Engineer	\$130
Senior Environmental Scientist	\$130
Engineer	\$120
Junior Professional Engineer	\$104
Environmental Scientist	\$99
Technician	\$84
GIS Analyst	\$156
Business Manager	\$85
Intern	\$60

¹ See Attachment 2 for a cost breakdown for reimbursable expenses.



Approximate Project Schedule²

Task Number	Task Description	Approximate Start Date	Approximate End Date
Task 1	Operation and Maintenance	March 2018	March 2019
Task 2	Grab Sampling	March 2018	March 2019
Task 3	Install Rain Gauge Stations	March 2018	March 2019
Task 4	Data Management / Statistical Analysis	March 2018	March 2019
Task 5	Reporting	March 2018	March 2019
Task 6	Discharge Measurements / Programming	March 2018	March 2019
Task 7	MS4 Permit Negotiations	N/A	N/A
Task 8	Audit Preparation	N/A	N/A
Task 9	Annual Report Preparation	March 2018	July 2018
Task 10	On-Call Services	March 2018	March 2019
Task 11	Project Management	March 2018	March 2019

² It is anticipated that this scope of services will require approximately 12 months from notice to proceed to complete. However, the completion of the scope tasks is highly dependent on the frequency of rainfall events that occur during the project schedule timeframe.

Woolpert staff will make every effort to sample two storm events per season, but this task is contingent upon appropriate rainfall and safe weather conditions. It should also be noted that snow melt and smaller rainfall events will be avoided if possible due to lack of sufficient runoff. Woolpert will also attempt to avoid events that would cause the City to incur overtime billing rates from the laboratory.



Attachment 2 – Reimbursable Expenses

Reimbursable Expenses	Unit Cost	Quantity	Unit	Total
Data Hosting	\$30	12	Per site per month	\$3,240.00
Laboratory Fees for 12 months	\$3,556	10	Per site	\$35,560.00
Travel Mileage	\$0.535	800	miles	\$428.00
Woolpert Truck	\$70	75	day	\$5,250.00
Turbidity Sensor	\$1,825	3	each	\$5,475.00
DO Membrane	\$150	9	each	\$1,350.00
pH Sensor	\$385	9	each	\$3,465.00
Rain Gauge Station	\$4,250	2	each	\$8,500.00
Preventative Maintenance	\$375	0	each	\$0.00
Misc. Field Equipment	\$1,000	1	each	\$1,000.00
Laboratory Supplies	\$250	1	year	\$250.00
Rental Rate for Flow Tracker and S5 ADP	\$150	10	day	\$1,500.00
Calibration Solutions (Sp Cond., pH, Turbidity) - 12 months	\$1,200	1	year	\$1,200.00
Reimbursable Expense Total Fee:				\$67,218.00

NOTE: Total Costs are round up or down to the nearest dollar.

RFP001-17-18-NMJ Water Quality Monitoring and MS4 Program Support Services

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: RFP001-17-18 Water Quality Monitoring and MS4 Program Support Services

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
Rogers & Callcott DUNS #144844057	Bailey Branham 803.509.8999 Ext. 213	Grab sampling and laboratory testing and analysis	\$106,680 for 3-years	8 %	SBE	Yes
				%		
				%		
				%		
				%		

TOTAL: \$ 106,680

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

Business Name: Woolpert, Inc.

Representative Name / Title: K. Flint Holbrook, Senior Vice President

Date: December 18, 2017

RFP001-17-18-NMJ Water Quality Monitoring and MS4 Program Support Services

**SMALL, MINORITY, WOMEN-OWNED BUSINESS OBJECTIVES
INCLUDING LABOR SURPLUS UTILIZATION PLAN**

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Small, Minority and Women-owned Business Enterprise (SMWBE) under the contract. This form includes federally required Labor Surplus Utilization efforts. Attach additional sheets if necessary.

If you are a SBE, MBE WBE, or other type of disadvantaged business enterprise, please check one of the following boxes:

SBE ☐ MBE ☐ WBE ☐ Other _____

1. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract or agreement is awarded to your firm. (If you do not intend to subcontract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total SBE Participation Percentage to be subcontracted 8 %

Total MBE Participation Percentage to be subcontracted _____ %

Total WBE Participation Percentage to be subcontracted _____ %

Total Other DBE Participation Percentage to be subcontracted _____ %

2. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this agreement, please state your reasons and use an additional page if needed:

RFP001-17-18-NMJ Water Quality Monitoring and MS4 Program Support Services

LABOR SURPLUS UTILIZATION PLAN

In accordance with federal requirements, the City also encourages the use of firms located in labor surplus areas. A Labor Surplus area is an area designated by the Secretary of Labor as having concentrated unemployment or underemployment in comparison with other areas. Used as one of the criteria for designating economically disadvantaged vendors/suppliers. If your business is located in a labor surplus area, please check here: ☐

Define the LSA here N/A

The City anticipates that this effort will be continued to the maximum extent practicable throughout the life of the contract or agreement. Any changes or modification to the contract/ agreement will include, at a minimum the same proposed goals included in the negotiated agreement/contract.

The goals provided by the Successful Offeror shall be incorporated into the final contractual agreement between the parties or as amended through final contract negotiations.

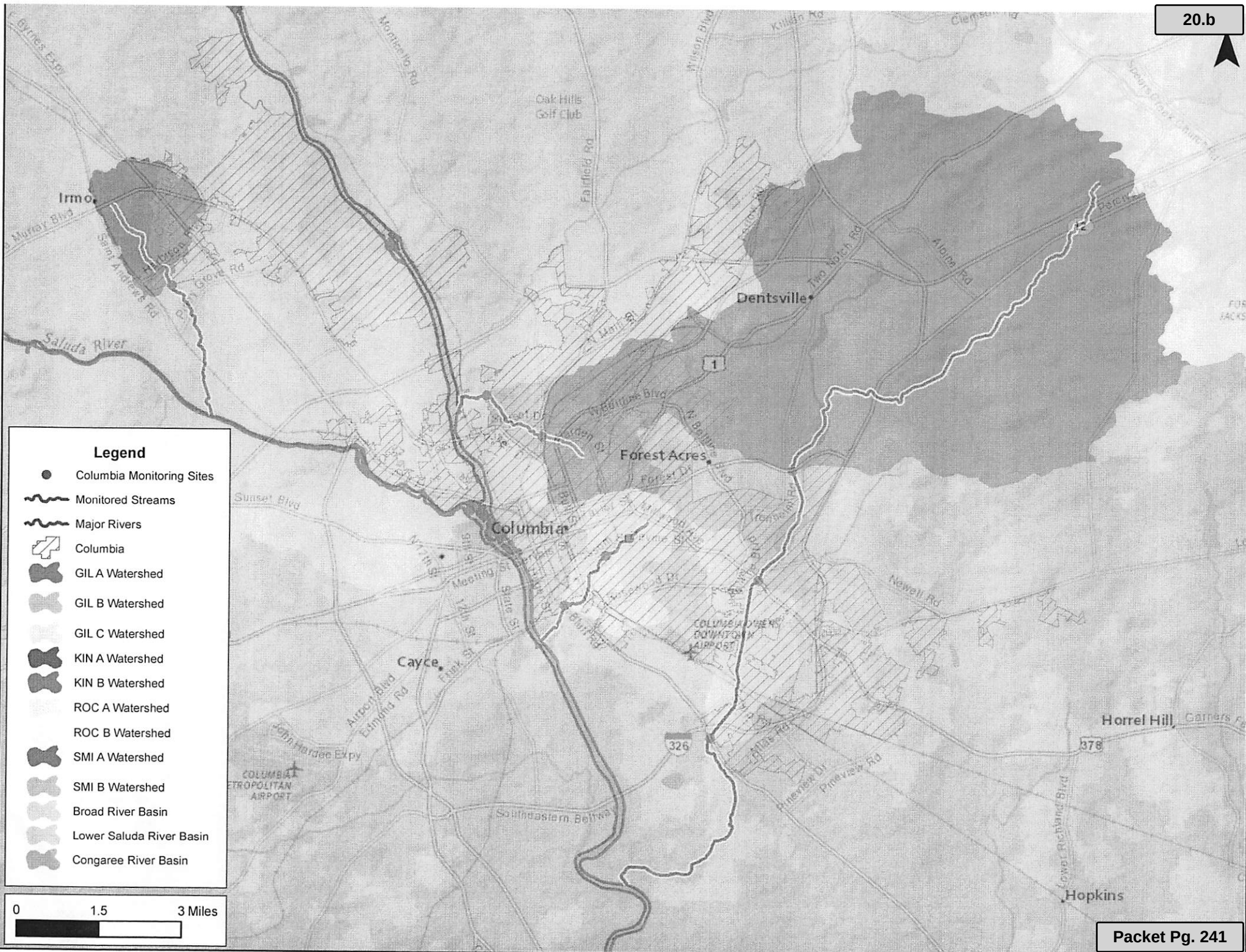
By submitting this Exhibit, the respondent certifies he/she is an authorized representative of the company, understands and will comply with all requirements herein in any awarded action.

K. Flint Holbrook
Signature

K. Flint Holbrook
(Print Name)

December 18, 2017
Date

Woolpert, Inc.
Business Name





We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to ratify three (3) Emergency Procurements for the Repair of 8" Waterlines throughout the City, as requested by Columbia Water. Award to Carolina Tap and Bore of West Columbia, SC, a Certified Local Business Enterprise, in the amount of \$75,960.00 and award to North American Pipeline Management, Inc., of Marietta, GA for two (2) repairs in the amount of \$208,594.00 and \$256,839.00 for a total amount of \$541,393.00.

REQUISITION NO.: R188295, R188853, R188859

FINANCIAL IMPACT: Funding Source: Engineering –Paving and Asphalt Supplies; 5511706-623500 (\$75,960.00); Water and Sewer Capital Projects-Capital Project Costs; 5529999-658650 (\$208,594.00); Water and Sewer Capital Projects-Capital Project Costs; 5529999-658650 (\$256,839.00).

ORIGINAL BUDGET: \$541,393.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Requisition and purchase order number	Vendor	Date PO issued	Brief description	Dollar amount
R188295, P169786	Carolina Tap and Bore	2/28/18	Repair of the 8" waterline in the eastbound lane of Harrison Road at the Two Notch intersection.	\$75,960.00
R188853, P170135	North American Pipeline	3/16/18	Replace a 502 LF segment of an 8 inch sanitary sewer main that is damaged due to cracks resulting in the infiltration of sediment and potential overflow of sewage. The emergency project is located along the 400 and 500 block of Deerwood St.	\$208,594.00

R188859, P170136	North American Pipeline	3/16/18	Construction services to replace a 328 LF segment of an 8 inch sanitary sewer main and CIP line 864 LF that is damaged due to a broken pipe resulting in the infiltration of sediment and potential overflow of sewage.	\$256,839.00
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2-204. (6) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when it is an emergency procurement.

ATTACHMENTS:

- **#a:** Carolina Tap and Bore fully signed Emergency and quote (PDF)
- **#b:** Two (2) North American Pipeline fully signed Emergencies and backup information (PDF)

JUSTIFICATION FOR EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure _

Contractual services for the repair of an 8" waterline in the eastbound lane of Harrison Street near the intersection of Harrison and Two Notch Road. Proposed repair includes replacement of the existing 8" waterline and associated fittings with ductile iron pipe. The repair includes repair of asphalt lanes impacted by the break.

The break has created unsafe conditions for drivers traveling in the eastbound lane of Harrison Street. Due to the volume of vehicles that use this route on a daily basis, SCDOT has requested we immediately repair the lane and restore traffic. Failure to make repair will also jeopardize the integrity of Harrison Road.(1)

as an emergency procurement from _Carolina Tap & Bore for a cost \$75,960.00 / funded from 5511706-623500.(2)

The basis for this emergency determination and the reason no other vendor is suitable is:

Failure to move quickly with required repairs will further jeopardize public safety and increase the possibility of damaging the integrity of 8" waterline and roadway. Carolina Tap & Bore, Inc. was selected for their ability to respond immediately. This contractor is very familiar with working with city specification and standards for waterline repair. Carolina Tap & Bore, Inc. is available to start work immediately and has the most knowledge of this line. (3)

<u>2/16/18</u> Date	<u>[Signature]</u> Department Head	<u>2/16/18</u> Date
	<u>[Signature]</u> Assistant City Manager	<u>2/19/18</u> Date
	<u>[Signature]</u> Purchasing Agent	<u>2/19/18</u> Date
	<u>[Signature]</u> CFO or Authorized Designee	<u>2/21/2018</u> Date

Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.
REV. 4/1/2015

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.



2317 Harrison Road (S-93) near Two Notch Road

Water main repair damaged roadway near 2317 Harrison Road. Contractor is to dig down and verify that there are no voids created by the broken water main. Repairs to the subgrade will be with stone and excavatable flowable fill. Additional work to the storm drain box will have to be addressed when exposed.

BID FORM
Harrison Road Asphalt Repair
WMxxxx
Quote February 14, 2018

2-15-18

Harrison Road (S-93)					
Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization	1	LS	5000.00	\$0
2	Traffic Control	1	LS	3000.00	\$0
3	Saw Cut and Remove Asphalt ____ LF (Contractor to be paid by tickets provided to City's Inspector)	22	CY	900.00	\$0
4	Replace Asphalt (6" Binder Type B; 2" Surface Type B) or match existing	22	CY	900.00	\$0
5	Remove and Repair subgrade as needed (Quantity calculated on 4" thick. Contractor to insure subgrade meets min. SCDOT Specs. Contractor to proof roll subgrade. Contractor to be paid by tickets provided to City's Inspector)	100	CY	50.00	\$0
6	57 Stone Base up to 12" over pipe	110	CY	85.00	\$0
7	Excavatable Flowable Fill along void	70	CY	150.00	\$0
8	Repair Storm Drain Structure and Piping as Necessary per SCDOT specs	0	LF	1500.00	\$0
9	Permanent striping including, but not limited to, lane striping and median striping, to return to existing condition per SCDOT specs.	1	LF	10.00	\$0
10	Sediment and Erosion Control	1	LS	2000.00	\$0
TOTAL					\$0

5000.00
3000.00
19,800.00
19,800.00
5,000.00
9,350.00
10,500.00
1,500.00
10.00
2,000.00
68,960.00

Total 75,960.00

Carolina Tap & Bore, Inc.
2430 Morningside Drive
West Columbia, SC 29169



Requisition# R188853 JUSTIFICATION FOR
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure construction services to replace a 502 LF segment of an 8 inch sanitary sewer main that is damaged due to cracks resulting in the ⁽¹⁾infiltration of sediment and potential overflow of sewage. The emergency project is located along the 400 and 500 block of Deerwood St.

as an emergency procurement from North American Pipeline Management, Inc. (NAPM) in the amount of \$208,594 including contingency. NAPM is located in Columbia, SC. NAPM is ⁽²⁾available to commence work immediately upon approval and release of a NTP from the City. The work consists of pipe burst sewer replacement.

The basis for this emergency determination and the reason no other vendor is suitable is:

Columbia Water prepared design documents and solicited six quotes from local contractors with experience and knowledge of the City's infrastructure. Four quotes ⁽³⁾were received and the lowest responsible respondent was determined to be NAPM. This project is currently under bypass to help reduce the likelihood of a SSO. The bypass equipment currently in place is in the roadway affecting traffic flow and work should begin ASAP.

March 14, 2018

Date

Amount\$ 208,594.00

[Signature]
Signature of Department Head

3.14.18

Date

[Signature]
Signature of Asst. City Manager

3/14/18

Date

[Signature]
Signature of Purchasing Agent

3/14/18

Date

[Signature]
Signature of Finance Director

3/15/18

Date

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

Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

REV. 06/24/16

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.

Requisition# R188859 JUSTIFICATION FOR
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure construction services to replace a 328 LF segment of an 8 inch sanitary sewer main and CIPP line 864 LF that is damaged due to broken pipe⁽¹⁾ resulting in the infiltration of sediment and potential overflow of sewage. The emergency project is located along the 500 and 600 block of Hillcrest Ave.

as an emergency procurement from North American Pipeline Management, Inc. (NAPM) in the amount of \$256,839 including contingency. NAPM is located in Columbia, SC. NAPM is available to commence work immediately⁽²⁾ upon approval and release of a NTP from the City. The work consists of open cut sewer replacement.

The basis for this emergency determination and the reason no other vendor is suitable is:

Columbia Water prepared design documents and solicited six quotes from local contractors with experience and knowledge of the City's infrastructure. Four quotes were received and the lowest responsible respondent⁽³⁾ was determined to be NAPM. This project is currently under bypass to help reduce the likelihood of a SSO. The bypass equipment currently in place is in the roadway affecting traffic flow and work should begin ASAP.

March 14, 2018

Amount \$256,839.00

Date

Signature of Department Head

3-14-18

Date

Signature of Asst. City Manager

3/14/18

Date

Signature of Purchasing Agent

3/14/18

Date

Signature of Finance Director

3.15.18

Date

Form must be routed in the order of the signatures

Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

REV. 06/24/16

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.



MEMORANDUM

To: Ms. Teresa Wilson, City Manager
 Cc: Ms. Sandra A. Wright, CPPB, Director of Procurement
 From: L. Maxwell Morgan, III, P.E., Wastewater Project Manager *L*
 Date: March 15, 2018
 Re: Request for City Manager's Approval to Expedite the Construction Purchase Order for the Emergency Sewer Replacement at SS746101 Deerwood St and SS746102 Hillcrest Ave.

The emergency procurement forms for the two (2) referenced projects were hand delivered to Tasha Watson this morning. Per the memo in the package, we are seeking to issue the PO's this week then ratify the projects at an upcoming City Council meeting. Therefore, we request your signature below as approval for Procurement and Contracts to issue the two purchase orders and allow Columbia Water to issue a Notice to Proceed to begin work next week.

These emergency projects are under Requisitions: R188853 (SS746101) and R188859 (SS746102)

Thank you for your consideration.

Approved *Teresa Wilson* City Manager
 Ms. Teresa Wilson

Date 3/15/2018



MEMORANDUM

To: Ms. Teresa Wilson, City Manager
C/o Mr. Jeff Palen, CFO, ACM

Cc: Ms. Sandra A. Wright, CPPB, Director of Procurement

From: L. Maxwell Morgan, III, P.E., Wastewater Project Manager *L*

Date: March 14, 2018

Re: Request for City Manager's Approval to Expedite the Construction Purchase Order for the Emergency Sewer Replacement at Deerwood St and Hillcrest Ave.

Four (4) quotes were received for the emergency SS7461 - Deerwood St. and Hillcrest Ave. Sewer Replacement Project to be funded by 5529999-SS746101-658650 for Deerwood St and 5529999-SS746102-658650 for Hillcrest Ave as requested by Columbia Water.

Please be aware that traffic flow is less than ideal because of the bypass pumping required due to a deteriorated sewer main causing the system to hold wastewater. This week's rain storm and future rain events can contribute to further erosion of the damaged sewer main. We feel it is in the City's best interest to move forward with construction as expeditiously as possible.

Competitive quotes were received Friday, March 9, 2018, for the referenced project through the Wastewater Project Manager. I respectfully request your approval to allow the Procurement and Contracts Department to issue a Notice to Proceed and Purchase Order on Wednesday, March 14, 2018. If you agree, City Council could later ratify this project on the April 17th agenda. The Purchase Order would be issued for this work to North American Pipeline Management, Inc. at an amount not to exceed \$208,594.00 for Deerwood St and an amount not to exceed \$256,839 for Hillcrest Ave. These amounts include a contingency of \$20,000 and \$25,000, respectively.

North American Pipeline Management, Inc. has an office in Columbia, SC and has worked successfully with the City on sewer repair projects.

This sewer projects will be charged as follows:

SS746101 Deerwood St Sewer Replacement

Funding Source: 5529999-SS746101-658650

Amount: \$208,594.00

SS746102 Hillcrest Ave Sewer Replacement

Funding Source: 5529999-SS746102-658650

Amount: \$256,839.00

Thank you for your consideration.



NONCOLLUSION AFFIDAVIT

City of Greenville

State of South Carolina

County of Greenville

Shannon Herford (Name) being first duly sworn, deposes and says that:

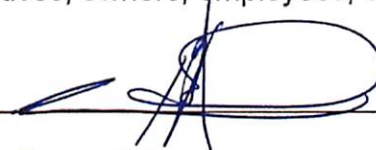
(1) He is General Manager (Position) of NAPM, Inc. (Company Name),
the Bidder that has submitted the attached Bid for SS7461 Deerwood St and Hillcrest Ave (Project)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham in connection with the Contract for which the attached Bid has been submitted or to retain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Columbia, S.C. or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

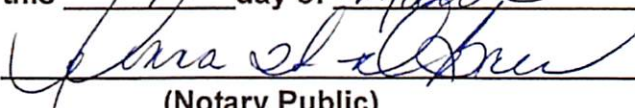
(Signed) 

General Manager

(Title)

Subscribed and sworn to before me

this 9 day of March, 2018


(Notary Public)

My commission expires June 7, 2023



SS7461 - DEERWOOD ST AND HILLCREST AVE SANITARY SEWER REPAIRS

QUOTE FORM - DEERWOOD ST ALTERNATE 2 PIPE BURSTING

DO NOT CHANGE ANY ITEM DESCRIPTION ON THESE SHEETS UNLESS YOU ARE DIRECTED TO BY ADDENDUM. IN THE EVENT THE CONTRACTOR MAKES ANY CHANGES, THE BID WILL NOT BE READ PUBLICLY AND THE PROPOSAL WILL BE REJECTED AND NOT CONSIDERED.

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantities</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
BASE BID ITEMS					
1	Pre and Post CCTV Sewer Line (Contractor to Verify Sewer Lateral Pipe Material During Pre CCTV Video)	502	LF	4	2,008
2	Pipe Burst Existing 8" Sanitary Sewer & Replace with New CertainTeed CertaFlow Greenline restrained joint PVC Sanitary Sewer	502	LF	85	42,760
3	Pit for Bursting Machine and Loading Pipe	2	EA	3,500	7,000
4	Asphalt Patch (Base 5" SCDOT Intermediate Binder Type "B" and 1.5" SCDOT Surface Type "C")	47	SY	80	3,760
5	Trench Backfill (Compacted Crusher-Run; To Be Used Only At Depths Greater Than 5' Below Road Base)	234	CY	70	16,380
6	SCDOT Flowable Fill (Excavatable; To Be Used Only At Depths 0'-5' Below Road Base)	78	CY	215	16,770
7	Asphalt Overlay (1.5" SCDOT Surface Type "C")	781	SY	26	20,306
8	Connect New Sanitary Sewer Line to Existing Manholes	2	EA	6,000	12,000
9	Re-connect and Tie-In Lateral Services via Open Cut	11	EA	4,000	44,000
10	Replace 6" Service Connection to PVC and Lateral to Cleanout (30' Max) Via Open Cut (Only Laterals Found to be Concrete or in Poor Condition Will be Replaced)	11	EA	1,100	12,100
11	Bypass Pumping	1	LS	2,500	2,500
12	Mobilization/Demobilization	1	LS	5,000	5,000
13	SCDOT Approved Traffic Control & Detour Plan	1	LS	800	800
14	Erosion Prevention and Sediment Control	1	LS	800	800
15	Site Cleaning/Restoration	1	LS	2,500	2,500
				ALTERNATE 2 TOTAL AMOUNT	188,594

SS7461 - DEERWOOD ST AND HILLCREST AVE SANITARY SEWER REPAIRS

QUOTE FORM - HILLCREST AVE OPEN CUT REMOVE & REPLACE

DO NOT CHANGE ANY ITEM DESCRIPTION ON THESE SHEETS UNLESS YOU ARE DIRECTED TO BY ADDENDUM. IN THE EVENT THE CONTRACTOR MAKES ANY CHANGES, THE BID WILL NOT BE READ PUBLICLY AND THE PROPOSAL WILL BE REJECTED AND NOT CONSIDERED.

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantities</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
BASE BID ITEMS					
1	Pre and Post CCTV Sewer Line (Contractor to Verify Sewer Lateral Pipe Material During Pre CCTV Video)	1192	LF	4	4,768
2	Open Cut, Remove, and Replace Existing 8" Pipe with 8-inch SDR17 PVC Pipe	328	LF	150	49,200
3	Gravity Sanitary Sewer Main CIPP	864	LF	40	34,560
4	Asphalt Patch (Base 5" SCDOT Intermediate Binder Type "B" and 1.5" SCDOT Surface Type "C")	292	SY	30	8,760
5	Asphalt Overlay (1.5" SCDOT Surface Type "C")	802	SY	15	12,030
6	Trench Backfill (Compacted Crusher-Run; To Be Used Only At Depths Greater Than 5' Below Road Base)	73	CY	77	5,621
7	SCDOT Flowable Fill (Excavatable; To Be Used Only At Depths 0'-5' Below Road Base)	365	CY	100	36,500
8	New 5' Sanitary Sewer Manhole	1	EA	5,000	5,000
9	Connect New Sanitary Sewer Line to Existing Manholes	2	EA	6,500	13,000
10	Re-connect and Tie-In Lateral Services for CIPP Sections	18	EA	350	6,300
11	Re-connect and Tie-In Lateral Services via Open Cut	9	EA	2,700	24,300
12	Replace 6" Service Connection to PVC and Lateral to Cleanout (30' Max) Via Open Cut (Only Laterals Found to be Concrete or in Poor Condition Will be Replaced)	9	EA	2,000	18,000
13	Bypass Pumping	1	LS	5,000	5,000
14	Mobilization/Demobilization	1	LS	5,000	5,000
15	SCDOT Approved Traffic Control & Detour Plan	1	LS	800	800
16	Erosion Prevention and Sediment Control	1	LS	1,000	1,000
17	Site Cleaning/Restoration	1	LS	2,000	2,000
				TOTAL AMOUNT	231,839

SS746101 Deerwood St 400-500 Block



SS746102 Hillcrest Ave 600-700 Block





CITY OF COLUMBIA - APPROVED PROJECT

THIS SECTION TO BE COMPLETED BY DEPARTMENT TO ADD OR ADJUST A PROJECT

DEPARTMENT NAME	Utility Operations	DIVISION NAME	Wastewater Maintenance	DATE	3/8/2018
PROJECT NAME	Deerwood St Remove and Replace Sewer Piping			NEW PROJECT?	Yes
PROJECT ID	SS746101		PROJECT TYPE	Capital	
MANAGER NAME	Max Morgan				

THIS SECTION TO BE COMPLETED BY DEPARTMENT

REVENUE BUDGET CONTROL- identifies source of funding

AMOUNT	FUNDING SOURCE	DESCRIPTION OF FUNDING SOURCE
\$ 572,946.00	SS696618	Rehab on Lines less than 15"
\$ 572,946.00		

EXPENDITURE BUDGET CONTROL- creates capital project line item budget

BUDGET YEAR	OBJECT CODE	FUND	DIVISION	PROJECT	CURRENT BUDGET	REVISED BUDGET	INCREASE (DECREASE)
17/18	658650	552	9999	SS746101	\$ -	\$ 572,946.00	\$ 572,946.00
			9999			\$ -	
			9999			\$ -	
TOTALS:					\$ -		\$ 572,946.00
EXPLANATION	SS746101 - Deerwood St Remove and Replace Sewer Piping Emergency Procurement Estimate including contingency.						

AUTHORIZED SIGNATURES:

DEPARTMENT MANAGER	ASST CITY MANAGER
DIVISION MANAGER	CITY MANAGER

[Signatures] *Wilson* 3/8/2018



CITY OF COLUMBIA - APPROVED PROJECT

THIS SECTION TO BE COMPLETED BY DEPARTMENT TO ADD OR ADJUST A PROJECT

DEPARTMENT NAME	Utility Operations	DIVISION NAME	Wastewater Maintenance	DATE	3/8/2018
PROJECT NAME	Hillcrest Ave Remove and Replace Sewer Piping			NEW PROJECT?	Yes
PROJECT ID	SS746102		PROJECT TYPE	Capital	
MANAGER NAME	Max Morgan				

THIS SECTION TO BE COMPLETED BY DEPARTMENT

REVENUE BUDGET CONTROL- identifies source of funding

AMOUNT	FUNDING SOURCE	DESCRIPTION OF FUNDING SOURCE
\$ 396,902.00	SS696618	Rehab on Lines less than 15"
\$ 396,902.00		

EXPENDITURE BUDGET CONTROL- creates capital project line item budget

BUDGET YEAR	OBJECT CODE	FUND	DIVISION	PROJECT	CURRENT BUDGET	REVISED BUDGET	INCREASE (DECREASE)
17/18	658650	552	9999	SS746102	\$ -	\$ 396,902.00	\$ 396,902.00
			9999			\$ -	
			9999			\$ -	
TOTALS:					\$ -		\$ 396,902.00
EXPLANATION	SS746102 - Hillcrest Ave Remove and Replace Sewer Piping Emergency Procurement Estimate including contingency.						

AUTHORIZED SIGNATURES:

DEPARTMENT MANAGER	ASST CITY MANAGER
DIVISION MANAGER	CITY MANAGER 3/8/2018



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Project SD8413: A Design Build Contract for Saluda Avenue Stream Bank Stabilization Retaining Wall, as requested by Columbia Water. Award to McClam and Associates, Inc., in the amount of \$786,554.75. This firm is located in Little Mountain, SC.

PURPOSE: The following sub-consultants will provide additional services:

Chao & Associates, Inc. a Minority Business Enterprise of Columbia, SC will provide design consulting at \$38,200.00 (35%) of the contract value.

F&ME Consultants, Inc., of Columbia, SC will provide geotechnical investigation services at \$23,300.00 (21%) of the contract value.

Breccia Construction, LLC of Charlotte, NC will provide constructability review and value engineering services at \$8,800.00 (8.0%) of the contract value.

REQUISITION NO.: R182784

FINANCIAL IMPACT: Funding Source: 5549999-SD841301-658650. The original budgeted amount is \$900,000.00.

ORIGINAL BUDGET: \$786,554.75

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

The above referenced Contract is to compensate the Design Builder for the design and construction of the Saluda Avenue Stream Bank Stabilization Retaining Wall repair. The services being provided are preconstruction phase services in the amount of \$108,900.00 and construction phase services in the amount of \$677,654.75.

Services to be performed will impact all City Council Districts. The Office of the City Attorney has reviewed the Contract. The ACM for Columbia Water and the Director of Engineering recommend its approval.

ATTACHMENTS:

- **#a:** McClam.2017.Saluda Avenue.Agr.SD8413.nj (PDF)

DESIGN/BUILD CONTRACT BETWEEN OWNER AND DESIGN BUILDER

This Design /Build Contract (the "Contract") is made and entered into by and between the City of Columbia, (the "Owner") and McClam & Associates, Inc., a corporation with its principal place of business at 1642 Holy Trinity Church Road, Little Mountain, SC 29075 (the "Design Builder") as of the date of the last signature below.

This Contract is for the design and construction of a project identified as: Saluda Avenue Stream Bank Stabilization Retaining Wall Repair Design Build Services in the City of Columbia, South Carolina, (the "Project").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Design Builder agree as follows:

A. Scope of Services

Upon written notification by the City to proceed, the Design Builder shall complete the scope of services more fully described in Exhibit A, attached hereto. The Design Builder 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 Exhibits A, B, C, and D.

B. Compensation

I. The compensation to be paid by the City to the Design Builder under this Contract shown on Exhibit E attached hereto, for the Preconstruction Stage Services shall be a not to exceed fee of One Hundred Eight Thousand, Nine Hundred Dollars and No/100 (\$108,900.00).

II. The compensation to be paid by the City to the Design Builder under this Contract shown on Exhibit E attached hereto, for the Construction Stage Services shall be a not to exceed fee of Six Hundred Seventy-Seven Thousand, Six Hundred Fifty-Four Dollars and 75/100 (\$677,654.75).

III. The total compensation to be paid by the City to the Design Builder under this Contract shown on Exhibit E attached hereto, for Design-Build services shall be a not to exceed fee of Seven Hundred Eighty-Six Thousand, Five Hundred Fifty-Four Dollars and 75/100 (\$786,554.75).

C. Non-Discrimination in Contracting Policy

In performing services under this Contract, the Design Builder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Design Builder shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital

status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Design Builder shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Design Builder will incorporate these nondiscrimination requirements in all subcontracts for services under this Contract.

D. Indemnification and Insurance

The Design Builder shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, fines, costs, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Design Builder, its subcontractors, officers, agents and employees of any of the obligations under the Contract. 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 Design Builder will also promptly notify the City of any civil or criminal actions filed against the Design Builder 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. 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.

The Design Builder shall procure and shall maintain during the life of this Contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Contract, to adequately protect the City from any claims or damages including bodily injury or death, which may arise from them during operations under this Contract.

1. All insurance required shall be primary insurance with respect to the City, its officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of insurance provided by the Design Builder and shall not contribute to it.
2. Insurance shall be obtained for not less than the limits of liability as specified by this Contract.
3. The Design Builder shall include all subcontractors as insured under its policies, or shall furnish separate certificates and endorsements for subcontractors and shall be the same as provided in these instructions for the Design Builder.
4. Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, 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.

5. Workers' Compensation Insurance - The Design Builder shall procure and shall maintain during the life of this Contract, Workers' Compensation Insurance for all employees to be engaged in work on the project under this Contract, and in case any work is sublet, the Design Builder shall require the subcontractor similarly to provide Workers' 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 Design Builder's Workers' Compensation Insurance. The Design Builder 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 Contract.

6. Liability Insurance - The Design Builder shall procure and maintain for the duration of the Contract insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the Design Builder, his agents, or representatives, employees or subcontractors. The City shall be specifically covered as an insured in all liability policies amount of such insurance shall be as follows:

The Design Builder shall provide to the City evidence of General Liability insurance in an amount not less than one million and no/100 (\$1,000,000) per occurrence and two million and no/100 (\$2,000,000) dollars aggregate in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net.

Commercial General Liability Insurance: A separate general liability policy naming the Design Builder or other person who will be performing the activity as insured and also naming the City as an additional insured in an amount not less \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate limit for bodily injury, personal injury, property damage, and products completed operations.

7. Automobile Liability Insurance – Design Builder shall carry, at a minimum, \$500,000.00 combined single limit per accident for bodily injury and property damage and shall provide proof of carriage to the city upon request.

8. The Design Builder shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required, which shall be approved by the City prior to commencing work on this Contract, nor shall the Design Builder allow any subcontractor to commence work on this Contract until all similar insurance required of the subcontractor has been obtained and approved.

E. Bonding, Licenses, Permits and Taxes

The Design Builder shall secure all Local, State, and/or Federal License and Permits required by

DESIGN/BUILD CONTRACT BETWEEN OWNER AND DESIGN BUILDER

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III. The total compensation to be paid by the City to the Design Builder under this Contract shown on Exhibit E attached hereto, for Design-Build services shall be a not to exceed fee of Seven Hundred Eighty-Six Thousand, Five Hundred Fifty-Four Dollars and 75/100 (\$786,554.75).

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status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Design Builder shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Design Builder will incorporate these nondiscrimination requirements in all subcontracts for services under this Contract.

D. Indemnification and Insurance

The Design Builder shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, fines, costs, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Design Builder, its subcontractors, officers, agents and employees of any of the obligations under the Contract. 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 Design Builder will also promptly notify the City of any civil or criminal actions filed against the Design Builder 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. 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.

The Design Builder shall procure and shall maintain during the life of this Contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Contract, to adequately protect the City from any claims or damages including bodily injury or death, which may arise from them during operations under this Contract.

1. All insurance required shall be primary insurance with respect to the City, its officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of insurance provided by the Design Builder and shall not contribute to it.
2. Insurance shall be obtained for not less than the limits of liability as specified by this Contract.
3. The Design Builder shall include all subcontractors as insured under its policies, or shall furnish separate certificates and endorsements for subcontractors and shall be the same as provided in these instructions for the Design Builder.
4. Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, 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.

5. Workers' Compensation Insurance - The Design Builder shall procure and shall maintain during the life of this Contract, Workers' Compensation Insurance for all employees to be engaged in work on the project under this Contract, and in case any work is sublet, the Design Builder shall require the subcontractor similarly to provide Workers' 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 Design Builder's Workers' Compensation Insurance. The Design Builder 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 Contract.

6. Liability Insurance - The Design Builder shall procure and maintain for the duration of the Contract insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the Design Builder, his agents, or representatives, employees or subcontractors. The City shall be specifically covered as an insured in all liability policies amount of such insurance shall be as follows:

The Design Builder shall provide to the City evidence of General Liability Insurance in an amount not less than one million and no/100 (\$1,000,000) per occurrence and two million and no/100 (\$2,000,000) dollars aggregate in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net.

Commercial General Liability Insurance: A separate general liability policy naming the Design Builder or other person who will be performing the activity as insured and also naming the City as an additional insured in an amount not less \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate limit for bodily injury, personal injury, property damage, and products completed operations.

7. Automobile Liability Insurance – Design Builder shall carry, at a minimum, \$500,000.00 combined single limit per accident for bodily injury and property damage and shall provide proof of carriage to the city upon request.

8. The Design Builder shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required, which shall be approved by the City prior to commencing work on this Contract, nor shall the Design Builder allow any subcontractor to commence work on this Contract until all similar insurance required of the subcontractor has been obtained and approved.

E. Bonding, Licenses, Permits and Taxes

The Design Builder shall secure all Local, State, and/or Federal License and Permits required by

law, state or ordinance to perform work under the Contract. All costs for required bonding, permits, licenses and taxes shall be borne by Design Builder prior to executing a Contract with the City. The Design Builder shall assume the full duty, obligation and expense of determining the necessity of and obtaining all necessary licenses, permits and Insurance and assure all work complies with all applicable Richland County and City of Columbia building requirements and State of South Carolina Building Code. The Design Builder shall be liable for any damages of loss to the City occasioned by negligence of the Design Builder, its employees, agents, and contractors or any person the Design Builder has designated in the completion of the Contract.

F. Ownership of Data

All data, documents or other information of any description generated by or used by the Design Builder or any subcontractor retained by the Design Builder and related to the services required by this Contract shall be the property of the City and shall not be used by the Design Builder for any purpose whatsoever except to perform the services required by this Contract.

G. Termination

The City may terminate the Contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the Design Builder for the requested service; 2) The Design Builder fails to perform any of the services required in the Contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of this Contract; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

In the event that the Contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the Contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Design Builder shall be entitled to payment as follows: the actual cost of the work completed in conformity with the Contract plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Design Builder prior to the date of termination of the Contract. The Design Builder shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

H. Whole Contract

This Contract represents the entire Contract between the City and the Design Builder and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Change Order signed by both the City and the Design Builder may amend this Contract.

I. State Law Applicable

The Contract shall be construed in accordance with the laws of the State of South Carolina. The Design Builder agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State of South Carolina as to all matters and disputes arising or to arise under the Contract and the performance thereof. The City may seek attorney's fees and the Design Builder 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 Design Builder.

J. Breach/Waiver

The failure of either the Design Builder or the City to insist upon performance of any provisions of the Contract 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 the Contract at any time. Waiver of any breach of the Contract by the Design Builder or the City shall not constitute a waiver of a subsequent breach.

K. Severability

In the event that any provision of the Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

L. Successorship

This Contract shall be binding upon the Design Builder and upon its successors and assignees. The Contract shall be binding upon the City in accordance with its terms and provisions.

M. Affirmative Action Procurement and Contracting Goals

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Enterprise Businesses (DBEs) including, but not limited to, Small Businesses (SBEs), Minority Businesses (MBEs), Women-Owned Businesses (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, subcontractors 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
1225 Lady Street, Suite 102
Columbia, SC 29201
(803) 545-3950
www.columbiasc.net/OBO

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

SUBCONTRACTING GOALS

As a result of this Contract, the subcontracting goals for the design portion of this project are as follows:

SB Goals	_____	%
MBE	35	%
WBE	_____	%
LSA	_____	%

The Design Builder will also be expected to ensure subcontractor performance during the term of this Contract and include optional periods as applicable. The Design Builder shall achieve these goals throughout the life of this Contract, including any extensions thereof.

By signing this Contract, as applicable, the Design Builder certifies that reasonable good faith efforts have been made to encourage participation of the aforementioned suppliers and subcontractors and also have included certified minority and women-owned business enterprises on this project. Further, the Design Builder also certifies that the business will retain the documentation of these efforts and provide information to the City upon request.

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

N. Subcontractor

The use of subcontractors will not relieve prime Design Builder of any obligations under this Contract and the awarding Design Builder remains liable for full and satisfactory performance per the Contract term and conditions.

O. Term of Contract

The term of the project will be for a base period of one (1) year from award and Contract execution, with the option to renew one additional one (1) year period with the written consent of both parties.

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

P. Ethics

The Design Builder, for itself and on behalf of all subcontractors, acknowledges 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.

Q. Delays

If Design Builder foresees a delay, Design Builder shall give thirty (30) days prior written notice to the Columbia Water Department of Engineering. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Design Builder must keep the City advised at all times of status of order. Default in promised completion times, without accepted reasons, or failure to meet specifications, authorizes the Director of Procurement and Contracts to purchase supplies, equipment or services elsewhere and charge the full increase in cost and handling to defaulting Design Builder.

The Design Builder and the City acknowledge that in the event that the Design Builder fails to achieve Final Completion of the Project by the date established therefore in the Schedule, as adjusted, the City will incur substantial damages and the extent of such damages shall be incapable of accurate measurement. Nonetheless, the parties acknowledge that on the date of this Contract, the amount of liquidated damages set forth below represents a good faith estimate as to the actual potential damages that the City would incur as a result of late Final Completion of the Project. Such liquidated damages shall be the sole and exclusive remedy of the City for late completion of the Project, and the City hereby waives all other remedies available at law or in equity with respect to losses resulting from late completion. The amount of the liquidated damages calculated hereunder does not include any penalty.

If the Design Builder fails to achieve Final Completion of the Work on or before the date of Final Completion set forth in the Schedule, as adjusted, for any reason other than Excusable Delays, the Design Builder shall pay to the City liquidated damages. However, if the actual date of Final Completion is before the seventh (7th) Day after the Final Completion set forth in the Schedule, as adjusted, the City will waive the amount of liquidated damages that had accrued to that date.

In no case may the amount of liquidated damages due under this section for any single Day of delay exceed Seven Hundred Fifty (\$750.00) Dollars.

Payment of liquidated damages is to be made contemporaneously with any required payment to the Design Builder, and such payments may be offset against each other. Notwithstanding such offset, the Design Builder reserves the right to challenge its liability for liquidated damages pursuant to the dispute resolution procedures agreed to in the Final Contract.

R. Notice

Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

Written notice to the Design Builder shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: McClam & Associates Inc., 1642 Holy Trinity Church Road, Little Mountain, SC 29075.

S. Miscellaneous

This Contract is subject to City Council approval.

Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Design Builder.

The Design Builder shall be responsible for performance of all services required by this Contract. The Design Builder does not act as the City's agent or employee.

In the event there are any disagreements between the City and the Design Builder with regard to any of the requirements, specifications or interpretation of this Contract, the Design Builder 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 Contract, if any, shall not be construed against the City.

Intentionally Left Blank

Witness the parties' respective signatures below.

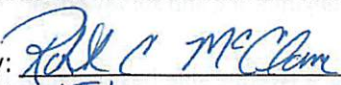
CITY OF COLUMBIA, SOUTH CAROLINA

Witness

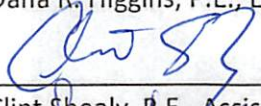
By: _____ Date: _____
Teresa Wilson, City Manager

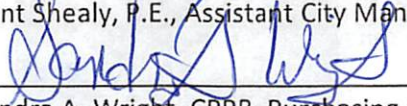
MCCLAM & ASSOCIATES INC.,

 _____
Witness

By:  _____ Date: 3-21-18
Title: V. Pres.

BY:  _____ Date: 3/27/18
Dana R. Higgins, P.E., LEED A.P., Director of Engineering

BY:  _____ Date: 3/27/18
Clint Shealy, P.E., Assistant City Manager for Columbia Water

BY:  _____ Date: 3/28/18
Sandra A. Wright, CPPB, Purchasing Agent/
Director of Procurement and Contracts

McClam.2017.SaludaAvenue.Agr.docx

APPROVED AS TO FORM

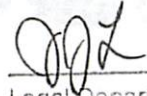
 3/5/18
Legal Department City of Columbia, SC

Exhibit A- Scope of Services

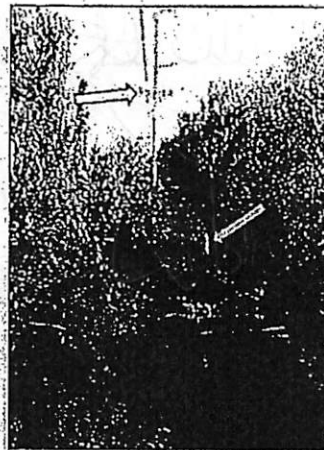
Section 3 | RFP 016-16-17-NMJ
Stream Bank Stabilization & Retaining Wall Repair for Saluda Avenue

Proposed Project Approach

Technical Approach

Our team had the opportunity to look at this project two years ago and the structural evaluation of the house on 601-603 Saluda Avenue. We are very familiar with the site conditions and can perform all engineering and surveying services in-house.

The embankment near the Saluda Avenue side has sloughed off significantly compared to two years ago, which is an indication that the erosion is active mainly due to the alignment of the two culverts. There are SCE&G transmission lines across the site, and safety regulations require equipment stay at least 10 to 20 feet away from these lines unless the lines can be temporarily de-energized or relocated. This issue needs to be looked into at the beginning of the project so the potential solution can incorporate this constraint.



The soil around a sanitary manhole at the west side of the transmission line adjacent to the Norfolk Southern Railroad right-of-way has been eroded away. The soil erosion appears to have come close to the Norfolk Southern Railroad right-of-way if not already encroaching onto it. The storm discharge from the existing double culverts flows southwestern toward the center of the embankment failure. The river bed of Rocky Branch then turns westerly to flow through the culverts underneath the railroad. Any proposed stabilization effort needs to withstand the direct impact from the stormwater discharged from the two culverts and redirect the stormwater toward the existing alignment of the culverts underneath the railroad. A detailed topographic and boundary survey is required at the very beginning of the project so we can assess the need of dealing with Norfolk Southern Railroad. If the need is confirmed or cooperation with Norfolk Southern Railroad is beneficial to the success of this project, then discussion with the Railroad's engineer during the conceptual design stage is key to the



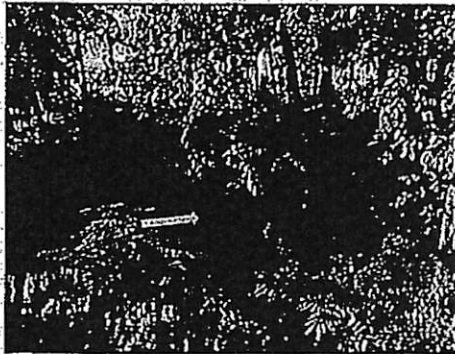
Section 3

RFP 016-16-17-NMJ

Stream Bank Stabilization & Retaining Wall Repair for Saluda Avenue

timely completion of the project. We have experience dealing with Norfolk Southern Railroad and can greatly facilitate the timely progress.

Depending on the constraint due to the transmission line and the bed rock elevation at the site, there could be many stabilization solutions. If the transmission line can be "killed" during the construction, a steel sheet pile with a soil nail tieback system along with soldier piles at each side of the transmission line will be a viable solution. This system has a faster construction schedule, the risk of future scouring at the toe is minimized, and there is minimum impact to the creek since the need for a cofferdam is eliminated. If it is not possible to de-energize the transmission line or it's too costly, then a gabion wall, cast-in-place reinforced concrete wall or a modular wall could be a viable alternative. The demolition of the structures at 601-603 Saluda Avenue has provided feasible access to ramp down from street level to the creek bed for construction equipment access to the site. F&ME will provide subsurface investigation, geotechnical design, and geostructural design as needed to facilitate the stabilization solution and support the team.



Rocky Branch is not listed by SCDHEC as a navigable waterway. It is not anticipated that the repair of the embankment will have an effect on the flows downstream of this site since the downstream culvert under the railroad, along with many other bottlenecks (such as at Pickens Street) that have been previously identified, control the flow as the creek flows downstream. To address any concerns, we can perform a no-impact analysis to evaluate any unforeseen

downstream impacts. We would recommend that a wetland delineation be performed so the proposed impacts to wetlands can be quantified as we work closely with USACE on any permitting. Due to the nature of the work, we expect this project to fall under Nationwide 3 for "repair, rehabilitation, or replacement of previously authorized, currently serviceable structures or fills."



BRECCIA
CONSTRUCTION



Exhibit B – Schedule**Design-Build Timeline**

• Wetlands delineation & geotechnical investigation	2 weeks
• Surveying	2 weeks
• Concept of repair	2 weeks
• Owner review	2 weeks
• Repair design	3 weeks
• Army Corps/DHEC review	3 weeks
• Construction estimate	2 weeks
• Finalize Design & construction estimate	2 weeks
• Owner Approval	15 days
• Construction (upon Owner Approval)	90 days
Total	231 days

This timeline is based on an anticipated Notice to Proceed on or around Feb 1, 2018.

Exhibit C – Subconsultant

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: RFP016-16-17-NMJ: Saluda Avenue Stream Bank Stabilization Retaining Wall Repair

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, Inc. 7 Clusters Ct Columbia, SC 29210	David Chao 803-772-8420	Design Consultant	\$38,200.00	35%	MBE, SBE, LBE	Yes
F&ME Consultants, Inc. 3112 Devine St Columbia, SC 29205	Sean Epps 803-254-4540	Geotechnical Investigation	\$23,300.00	21%	LBE	No
Breccia Construction LLC 7500 Independence Blvd #100 Charlotte, NC 28227	Matthew Tucker 704-705-3205	Constructability Review, Value Engineering	\$8,800.00	8%		No
				%		

TOTAL: \$ 70,300.00

* The percentages above are of \$108,900.00 (the design portion of the project). This sub form will be updated once a design has been approved by the City in accordance with the SOP guidelines.

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

Business Name: McClam & Associates, Inc.

Representative Name / Title: Jesse McClam, Project Manager

Date: 12/13/2017

Exhibit D

SMALL, MINORITY, WOMEN-OWNED BUSINESS OBJECTIVES

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Small, Minority and Women-owned Business Enterprise (SMWBE) under the contract. This form includes federally required Labor Surplus Utilization efforts. Attach additional sheets if necessary.

If you are a SBE, MBE WBE, or other type of disadvantaged business enterprise, please check one of the following boxes:

SBE ☐ MBE ☐ WBE ☐ Other _____

1. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to subcontract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total SBE Participation Percentage to be subcontracted _____ %

Total MBE Participation Percentage to be subcontracted 35 %

Total WBE Participation Percentage to be subcontracted 0 %

Total Other DBE Participation Percentage to be subcontracted 0 %

2. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons and use an additional page if needed:

RFP016-16-17-NMJ

Stream Bank Stabilization & Retaining Wall Repair for Saluda Avenue

City of Columbia

LABOR SURPLUS UTILIZATION PLAN

In accordance with federal requirements, the City also encourages the use of firms located in labor surplus areas. A Labor Surplus area is an area designated by the Secretary of Labor as having concentrated unemployment or underemployment in comparison with other areas. Used as one of the criteria for designating economically disadvantaged vendors/suppliers. If your business is located in a labor surplus area, please check here: ☐

Define the LSA here _____

The City anticipates that this effort will be continued to the maximum extent practicable throughout the life of the contract or agreement. Any changes or modification to the contract/ agreement will include, at a minimum the same proposed goals included in the negotiated agreement/contract.

The goals provided by the Successful Offeror shall be incorporated into the final contractual agreement between the parties or as amended through final contract negotiations.

By submitting this Exhibit, the respondent certifies he/she is an authorized representative of the company, understands and will comply with all requirements herein in any awarded action.



Signature

Jesse McClam

(Print Name)

7-13-2017

Date

McClam & Associates, Inc.

Business Name

Exhibit E- Compensation

RFP016-16-17-NMJ

Stream Bank Stabilization & Retaining Wall Repair for Saluda Avenue
City of Columbia

Name of Design-Builder:	<u>McClam & Associates, Inc.</u>
Name of General Contractor:	<u>McClam & Associates, Inc.</u>
Name of Lead Architect:	<u>Chao and Associates, Inc.</u>
Name of Site Superintendent:	<u>Pat Hattman</u>
Name of Project Manager:	<u>Jesse McClam, PE</u>

Project duration: 90 (Construction) (Calendar Days)

Scope of services	<u>\$</u>
Individual project bonding capacity:	<u>\$ 50,000,000</u>
Total bonding capacity:	<u>\$ 75,000,000</u>
Amount of bonded contracts currently in process:	<u>\$ 30,000,000</u>

Guaranteed Maximum Price \$ 786,554.75-----
McClam & Associates, Inc.

Name of Company

Jesse McClam

Printed Name of Firm Representative

Signature of Firm Representative1642 Holy Trinity Church Rd

Street Address

Little Mountain, SC 29075

City / State / Zip

803-345-9194

Phone

803-345-5362

Fax

7/14/2017

Date



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #1 for Project SS7253; Design, Construction, and Rehabilitation of the Metro Wastewater Treatment Plant Anaerobic Digester, as requested by Columbia Water. Award to Hazen and Sawyer, P.C. in the amount of \$943,175.00. This firm is located in Columbia, SC.

PURPOSE: This is a Clean Water 2020 Program Project and a Mentor Protégé Project. Construction Dynamics, Inc., a Minority Business Enterprise of Columbia, SC is the Protégé and will provide constructible review, cost estimating, and construction observation services at \$273,600.00 (29.01%) of the contract amendment value.

REQUISITION NO.: P142368

FINANCIAL IMPACT: Funding Source: Water and Sewer Budget; 5529999-SS725301-658650. The original budgeted amount is \$943,175.00.

ORIGINAL BUDGET: \$943,175.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Foster a healthy quality of life, Provide high quality municipal services

Hazen and Sawyer is providing construction management services at the City's Metropolitan Wastewater Treatment Plant (MWWTP). A delay in the construction schedule has been encountered which will shift the construction completion date approximately 16 months. The above referenced Contract Amendment is to provide additional Phase 3 Construction Management Services to be performed by the consultant due to the construction schedule extension.

Agreement	Amount	Sub-consulting participation	Sub-consulting participation percentage	DBE participation	DBE participation percentage
Original Agreement	\$3,246,477.00	\$736,810.00	22.70%	\$625,455.00	19.3%
Contract Amendment #1	\$943,175.00	\$273,600.00	29.01%	\$273,600.00	29.01%
Revised Total Amount	\$4,189,652.00	\$1,010,410.00	24.12%	\$899,055.00	21.46%

Services to be performed will impact all City Council Districts. The Office of the City Attorney has approved the Amendment. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** Contract Amendment #1 (PDF)
- **#b:** Exhibit A (PDF)
- **#c:** Exhibit B (PDF)
- **#d:** Exhibit C (PDF)
- **#e:** Exhibit D (PDF)
- **#f:** Exhibit E (PDF)
- **#g:** Map (PDF)

**Agreement for Engineering Services
For Design, Construction and Rehabilitation of the
City's MWWTP's Anaerobic Digester
Project Funding Number: SS7253**

Hazen and Sawyer P.C. and City of Columbia, SC

Contract Amendment #1

February 21, 2018

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Hazen and Sawyer P.C. (Engineer) dated February 18, 2014 (Agreement) to compensate the Engineer for services required for design, construction and Rehabilitation of the Metropolitan Wastewater Treatment Plant Anaerobic Digester. The expiration date of the contract was extended from January 1, 2018 to June 30, 2021 with an extension letter signed on January 2, 2018. This amendment is to provide additional Phase 3 Construction Management Services to be performed by the consultant due to the construction schedule extension. This information is more clearly defined in the attached Exhibit A.

Summary of New Contract Values by Phase Numbers:

Phase Number	Phase Name	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Phase 1	Detailed Design	\$1,479,379	0	\$ 0	\$1,479,379
Phase 2	Bid Phase Services	\$ 39,304	0	\$ 0	\$ 39,304
Phase 3	Construction Management Services	\$1,727,794	0	\$943,175✓	\$2,670,969

Detailed compensation amounts for Phase 3 more clearly defined in Exhibit B.

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

Proposed Change and Basis for Payment:

Original Contract Price: \$ 3,246,477.00
 Previous Change Orders: \$ 0.00
 This Change (addition/deletion): \$ 943,175.00
 Revised Contract Price: \$ 4,189,652.00✓

Additional funds are to be provided in the following manner: 5529999-SS733702-658650

This Change is Acceptable:

Hazen and Sawyer:

James N. Steuve Signature JAMES N. STEUVE (Please Print Name) Date: MARCH 8, 2018

Title: VICE PRESIDENT

City of Columbia:

By: [Signature]
Joseph D. Jaco, P.E., Director of Utility Operations

By: [Signature]
Clint Shealy, P.E., Assistant City Manager for Columbia Water

By: [Signature]
Sandra A. Wright, CPPB, Director of Procurement and Contracts/Purchasing Agent

Approval of Change: _____
Teresa Wilson, City Manager

APPROVED AS TO FORM
[Signature] 3/2/18
Legal Department, City of Columbia, SC

EXHIBIT A

SCOPE OF SERVICES

**City of Columbia
Project Funding #SS7253**

Metropolitan Wastewater Treatment Plant Anaerobic Digester Rehabilitation

Hazen and Sawyer (Consultant) is currently providing construction management services for the City of Columbia (CITY) at the CITY's Metropolitan Wastewater Treatment Plant (Metro WWTP) for the Anaerobic Digester Rehabilitation project (#SS7253). A delay in the construction schedule will extend the construction duration by approximately 16 months (from November 2017 to March 2019) which will necessitate additional Phase 3 – Construction Management Services to be performed by the Consultant including:

- Task 3.1 - Office Construction Administration Services
- Task 3.2 - Field Construction Observation Services
- Task 3.3 - Facility Start-Up Services
- Task 3.4 - Operator Training Services

TASK 3.1 – Office Construction Administration Services

General Project Administration

Consultant will manage the efforts of its project team members 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 provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the CITY. During the sixteen (16) month time period, 4 hours per month is anticipated.

Project Management and Coordination with the CITY

Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager, and adhere to and update schedule as shown in Attachment C. During the sixteen (16) month time period, 4 hours per month is anticipated.

Mentor-Protégé Program

Consultant will continue to utilize Construction Dynamics for field construction observation services. Construction Dynamics will remain as the Consultant's Protégé firm. During the sixteen (16) month time period, 2 hours per month is anticipated.

Respond to Contractor's RFIs / Issue RFPs

Consultant will receive, review, and respond to Contractor's request for information (RFI) and will provide written responses to RFIs incorporating clarifications of the design intent and CITY decisions. Consultant shall also prepare request for proposal (RFP) from

the Contractor for work items outside of the defined scope of work delineated in the plans and specifications. Consultant will develop engineer's estimate to assess the appropriateness of Contractor's pricing on such proposals and advise CITY on acceptance or rejection of proposal. During the sixteen (16) month time period, 100 hours per month is anticipated.

Review Contractor's Progress Schedule and Periodic Pay Applications

Consultant will review and verify Contractor's monthly progress schedule and partial payment estimates prior to submission by the Contractor to the CITY for monthly payment. During the sixteen (16) month time period, 6 hours per month is anticipated.

Conduct Monthly On-Site Job Meetings

Consultant will coordinate and conduct monthly progress meetings to discuss schedule, progress, and coordination of work. Consultant will prepare and distribute meeting minutes. During the sixteen (16) month time period, 18 hours per month is anticipated.

TASK 3.2 – Field Construction Observation Services

Periodic Site Visits by Consultant

Consultant shall provide periodic site visits by appropriate staff to observe the work in progress and to make appropriate reports to the CITY regarding project completion, scheduling, and quality assurance. Adherence to International Building Code Special Inspection requirements will be monitored, documented, and submitted to Richland County Building Code / Inspections Department by the Consultant. During the sixteen (16) month time period, 12 hours per week is anticipated.

Resident Project Representative by Protégé

Construction Dynamics (Consultant's protégé) shall provide the services of the Resident Project Representative (RPR) as delineated in previously executed Agreement (dated February 27, 2014). The RPR shall be under the direct supervision of the Consultant. During the sixteen (16) month time period, 180 hours per month is anticipated.

TASK 3.3 – Facility Start-Up Services

Start-Up Assistance

Consultant shall coordinate start-up assistance between the Contractor, CITY, and Brown & Caldwell as the rehabilitated anaerobic digestion facilities are placed into service. Consultant shall develop a start-up schedule to facilitate the dissemination of information which includes: operation and maintenance training of specific pieces of new equipment, classroom training on the theory and principles of anaerobic digestions, field training on the standard operating procedures of specific ancillary systems (i.e., sludge mixing, sludge heating, hot water supply and circulation, and gas collection and treatment). Start-up will occur over several months as the new facilities are installed and tested and as the

digesters are seeded with sludge from neighboring facilities. During the sixteen (16) month time period, 30 hours per month for ten (10) months is anticipated.

TASK 3.4 – Operator Training Services

Operations Training

Consultant shall prepare four (4) additional training courses, each to be presented three times in a classroom setting on-site. The four (4) training courses include: boiler facility and sludge heating system, anaerobic digester pump-mix system, digester gas collection and treatment system, and digested sludge transfer system. Consultant shall develop handouts and graphics to enhance the learning process.

EXHIBIT B
COMPENSATION

City of Columbia
Project Funding # SS7253

Metropolitan Wastewater Treatment Plant
Anaerobic Digester Rehabilitation

The table below summarizes the fee amount as approved for the original Agreement and the fee amount requested for Cost Change Amendment No. 1. Per Exhibit A, services and associated fee are only required for Phase 3 – Construction Management Services, and specifically, Tasks 3.1, 3.2, 3.3, and 3.4. The amount requested for these four (4) tasks is estimated to be a total of \$0.00 for lump sum tasks and \$943,175.00 for hourly not-to-exceed tasks. The Excel spreadsheet appended to this Exhibit B provides additional breakdown of the labor hours associated with each task.

Task	Task Description	Original Agreement Amount	Cost Change Amendment No.1 Amount	Revised Total Amount
Phase 1 - Detailed Design				
1.1	Develop Detailed Drawings	\$1,029,913.00	\$0.00	\$1,029,913.00
1.2	Develop Technical Specifications	\$93,500.00	\$0.00	\$93,500.00
1.3	Develop Front-End Bidding Requirements	\$11,788.00	\$0.00	\$11,788.00
1.4	Regulatory Coordination	\$43,772.00	\$0.00	\$43,772.00
1.5	Quality Assurance / Quality Control	\$18,000.00	\$0.00	\$18,000.00
1.6	Review Meetings	\$51,396.00	\$0.00	\$51,396.00
1.7	Specialty Subconsultants	\$219,000.00	\$0.00	\$219,000.00
	Expenses	\$12,010.00	\$0.00	\$12,010.00
Subtotal		\$1,479,379.00	\$0.00	\$1,479,379.00
Phase 2 - Bid Phase Services				
2.1	Bidding Assistance	\$1,154.00	\$0.00	\$1,154.00
2.2	Attend Pre-Bid Meeting	\$2,244.00	\$0.00	\$2,244.00
2.3	Bid Documents Interpretation	\$21,200.00	\$0.00	\$21,200.00
2.4	Attend Bid Opening	\$2,184.00	\$0.00	\$2,184.00
2.5	Prepare Official Notices	\$624.00	\$0.00	\$624.00
2.6	Conform Bid Documents	\$7,198.00	\$0.00	\$7,198.00
	Expenses	\$4,700.00	\$0.00	\$4,700.00
Subtotal		\$39,304.00	\$0.00	\$39,304.00
Phase 3 - Construction Management Services				
3.1	Office Construction Administration	\$699,336.00	\$379,080.00	\$1,078,416.00
3.2	Field Construction Observation	\$135,004.00	\$145,640.00	\$280,644.00
3.3	Facility Start-Up	\$101,794.00	\$64,020.00	\$165,814.00
3.4	O&M Manual / Operator Training	\$15,304.00	\$28,080.00	\$43,384.00
3.5	Post Construction Services	\$117,656.00	\$0.00	\$117,656.00
3.6	Specialty Subconsultants	\$591,500.00	\$300,960.00	\$892,460.00
	Expenses	\$67,200.00	\$25,395.00	\$92,595.00
Subtotal		\$1,727,794.00	\$943,175.00	\$2,670,969.00
TOTAL		\$3,246,477.00	\$943,175.00	\$4,189,652.00

Note: Task 3.6 is earmarked for Hazen's Protégé (Construction Dynamics) for Construction Observation Services.

The following table provides Consultant's 2018 hourly billing rates by employee classification. These rates shall be utilized to bill for the hourly NTE Subtask item. Consultant shall be able to increase indicated hourly rates below by 3% at the beginning of each new calendar year (i.e., January 1st).

**Consultants
2018 Hourly Billing Rates**

<u>Employee Classification</u>	<u>2018 Billing Rates</u>
Vice President	\$235.00
Senior Associate	\$205.00
Associate	\$165.00
Senior Principal Engineer	\$150.00
Senior Principal Designer	\$140.00
Principal Engineer	\$130.00
Assistant Engineer	\$105.00
Principal Designer	\$115.00
Administrative	\$70.00
Intern	\$45.00

The original Agreement for SS7253, dated February 18, 2014, was in the amount of \$3,246,477.00. This Cost Change Amendment No. 1 increases SS7253 by \$943,175.00 to \$4,189,652.00. The table below summarizes this as follows:

Agreement	Date	Amount
Original Agreement Amount	Feb 18, 2014	\$3,246,477.00
Cost Change Amendment No. 1 Amount	Jan 16, 2018	\$943,175.00
Revised Total Amount	---	\$4,189,652.00

City of Columbia, SC
Metropolitan Wastewater Treatment Plant
Anaerobic Digester Rehabilitation Project
Phase 3 - Construction Management Services
Cost Change Amendment No. 1 - January 2018
Projected Manhours and Associated Fee

Task No.	Description	VP (Hrs) \$235.00	Sr Assoc (Hrs) \$205.00	Assoc (Hrs) \$165.00	Sr Prin Eng (Hrs) \$150.00	Asst Eng (Hrs) \$105.00	Start-Up Op (Hrs) \$140.00	Prin CADD (Hrs) \$115.00	Admin (Hrs) \$70.00	Total Labor Hrs	Total Labor Fee	Comments
3.1	Office Construction Administration											
	Respond to Contractor's RFIs / Issue RFPs	160	480	480	480					1,600	\$287,200	100 Hrs per Month
	Review Contractor's Progress Schedule		16		16					32	\$5,680	2 Hrs per Schedule
	Review Contractor's Periodic Pay Applications		16		32	16				64	\$9,760	4 Hrs per Pay Estimate
	Conduct Monthly On-Site Job Meetings		88			202				288	\$38,840	16 Meetings
	General Project Administration and Management	128								128	\$30,080	8 Hrs per Month
	Administer Mentor-Protégé Program	32								32	\$7,520	2 Hrs per Month
	Subtotal	320	598	480	528	218	0	0	0	2,144	\$379,080	
3.2	Field Construction Observation											
	Periodic Site Visits by Engineer	40	262	262	262					826	\$145,640	12 Hrs per Week for 16 Months
	Subtotal	40	262	262	262	0	0	0	0	826	\$145,640	
3.3	Facility Start-Up											
	Provide Start-Up Services	84	216							300	\$84,020	30 Hrs per Month for 10 Months
	Subtotal	84	216	0	0	0	0	0	0	300	\$84,020	
3.4	O&M Manual / Operator Training											
	Provide Operator Training		32			32	64	80		208	\$28,080	4 Sessions
	Subtotal	0	32	0	0	32	64	80	0	208	\$28,080	
3.6	Specialty Subconsultant Services											
	Construction Dynamics - Construction Observer										\$300,960	(Includes 10% mark-up)
	Subtotal										\$300,960	
	Expenses											
	Const Observer Mileage										\$10,350	69 weeks at 5 Trips per Week at 50 miles per Trip = 17,250
	Mileage for Meetings and Site Visits										\$9,900	74 Trips at 225 miles per Trip = 16,650
	Lodging and Food During Start-Up										\$1,500	Lodging and Food for Overnight Stays - 10 Overnights - \$150 per Night
	Mileage During Start-Up										\$3,645	27 Trips at 225 miles per Trip = 6,075
	Subtotal										\$25,395	
	GRAND TOTAL	444	1,108	742	790	250	64	80	0	3,478	\$43,175	
	Hourly Billing Rate by Classification	(\$/hr)										
	Vice President	235										
	Senior Associate	205										
	Associate	165										
	Sr Principal Engineer	150										
	Assistant Engineer	105										
	Senior Principal Designer	140										
	Principal Designer	115										
	Administrative	70										

Exhibit D
City of Columbia
Project Funding # SS7253

Metropolitan Wastewater Treatment Plant
Anaerobic Digester Rehabilitation

Subconsultant Firm Information Records

The table below summarizes the services, dollar value of services, and percentage of services for the original Agreement, Cost Change Amendment No. 1, and the revised total amount. Consultant will continue to utilize Construction Dynamics, Inc. for field construction observation services, and they will remain the Consultant's Protégé firm. The overall percentage of services provided by subconsultants increased from 22.7% to 24.1%.

Firm Name and Address	Contact Name and Telephone Number	Group	Services	Dollar Value of Services*			Percentage of Services		
				Original Agreement Amount	Cost Change Amedment No. 1 Amount	Revised Total Amount	Original Agreement Amount	Cost Change Amedment No. 1 Amount	Revised Total Amount
4D Engineering, LLC 305 North Lake Drive Lexington, SC 29702	Charles Deep, PE (803) 917-2903	MBE SBE Protégé Firm	Civil / Site Work	\$27,275	\$0	\$27,275	0.84%	0.00%	0.65%
Bufford Goff & Associates 1331 Elmwood Avenue Columbia, SC	Dan Reider, PE (803) 254-6302	SBE Local Firm	HVAC	\$28,180	\$0	\$28,180	0.87%	0.00%	0.65%
Chao & Associates 7 Clusters Court Columbia, SC 29210	Jimmy Chao, PE (803) 772-8420	MBE SBE Protégé Firm	Surveying Structural	\$50,910	\$0	\$50,910	1.57%	0.00%	1.22%
Construction Dynamics, Inc 6417 Fairfield Road Columbia, SC 29203	Nate Spells, Sr (803) 754-3395	MBE SBE Protégé Firm	Constructability Review Cost Estimating Construction Observer	\$408,180	\$273,600	\$681,780	12.57%	29.01%	16.27%
ICA Engineering 501 Huger Street Columbia, SC 29201	David Beaty (803) 254-5800	Non M/F/SBE Local Firm	O&M Manual	\$20,000	\$0	\$20,000	0.62%	0.00%	0.48%
Howard Engineering 5 River Ridge Road Marietta, SC 29661	Amy Howard, PE (864) 836-0440	FBE Protégé Firm	Electrical	\$110,910	\$0	\$110,910	3.42%	0.00%	2.65%
John Bowman Architect, PA 2422 Devine Street Columbia, SC 29205	John Bowman, AIA (803) 799-1084	MBE SBE Protégé Firm	Architectural	\$28,180	\$0	\$28,180	0.87%	0.00%	0.67%
MR Systems, Inc 8045 Corporate Center Drive Suite 200 Charlotte, NC 28226	Jason Poston (704) 612-0691	Non M/F/SBE	I&C Integrator	\$15,450	\$0	\$15,450	0.48%	0.00%	0.37%
Terracon 521 Clemson Road Columbia, SC 29229	Kevin Sohrabnia, PE (803) 741-9000	Non M/F/SBE Local Firm	Geotech Investigation Materials Testing	\$47,725	\$0	\$47,725	1.47%	\$0	1.14%
TOTALS				\$736,810	\$273,600	\$1,010,410	22.70%	29.01%	24.12%

*Estimated fee; fee may vary based on actual services provided.
Please clearly note the Protégé Firm in the "Group" Column.
Add additional rows as needed.



COLUMBIA
SOUTH CAROLINA

Mentor Protégé Program Implementation Plan

Date: January 18, 2018

Mentor: Hazen and Sawyer

Protégé: Construction Dynamics, Inc.

Project Number: SS7253

Project Name: Metropolitan Wastewater Treatment Plant

Anaerobic Digester Rehabilitation

Contract Amount: \$4,189,652

Reference: Business Plan dated Submitted for Approval

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.

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 Protégé will provide construction observation services under the direct supervision of Mentor's Construction Manager.

2. How will the goals specified in the MPP Business Plan and MPP Agreement will be implemented via the work on the project? Address general goals here and specific goals in question 9.

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

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 team that would indicate success is being achieved.

Performing this work will expand the Protégé's construction observation skill set.

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

Mentor: Project Manager
Technical Manager
Construction Manager
Mechanical Engineer
Structural Engineer
Project Engineer
Electrical Engineer
I&C Engineer
Start-up Operator
CAD Designer

Protégé: Construction Observer

Special Arrangements: None needed at this time.

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

a. Description of Mentor's responsibilities:

The Mentor will provide Construction Management services and provide direct supervision of the Protégé's Construction Observer.

b. Description of Protégé's responsibilities on project:

The Protégé will provide a Construction Observer to observe that work is being constructed in accordance with the Mentor's approved drawings and specifications.

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

Both the Mentor and Protégé will be in weekly contact and will be involved in monthly construction progress meetings with the Contractor.

6. What percentage of the project is being implemented by the Protégé?

Protégé Contract Value: \$681,780

Percentage of Contract: 16.27%

* Increase from 12.6% AD

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

Design - 11 months
Bidding - 3 months
Construction - 40 months

8. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

Both the Mentor and Protégé will abide by the terms of the City's Agreement.

9. What are the team's specific goals and milestones for the current project?

To complete the project on schedule and within budget, and to provide the City with an installation that is robust, flexible, and easy to operate and maintain.

10. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

Quarterly progress meetings will be held in the Mentor's Columbia Office to assess the progress of all Team members involved with the project.

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

The Protégé will be paid based on monthly invoices submitted by the Protégé. The Protégé will receive payment within 30 days upon receipt by the Mentor from the City for services rendered.

12. Other Issues.

None



COLUMBIA
SOUTH CAROLINA

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Hazen and Sawyer (Mentor Firm) this 16th day of January 2018.
Corporate SEAL

By: [Signature]
Title: President

ATTEST:
By: [Signature]
Title: President

EXECUTED by CONSTRUCTION DYNAMICS (Protégé Firm) this 19th day of Jan, 2018.
Corporate SEAL

By: [Signature]
Title: SV

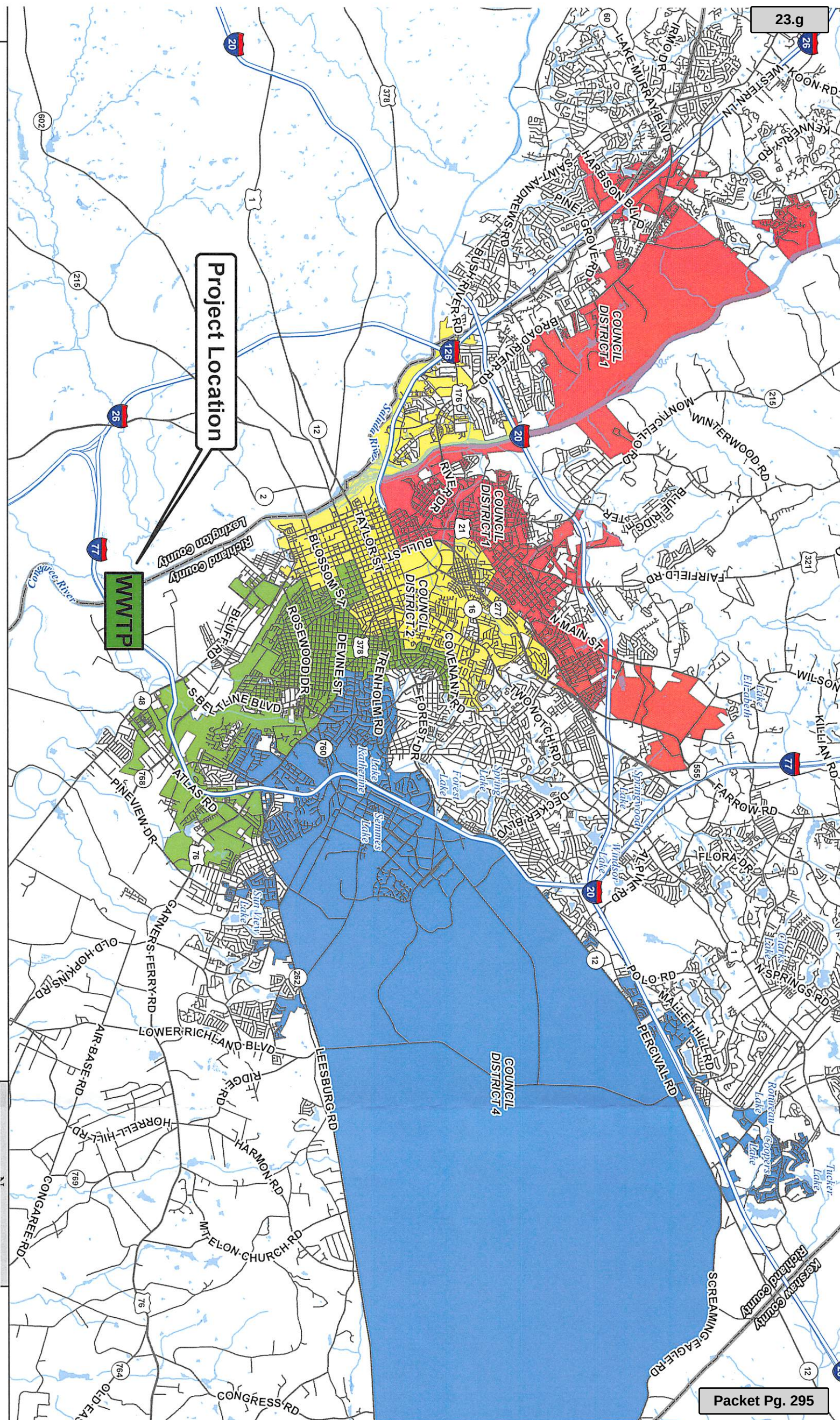
ATTEST:
By: [Signature]
Title: VICE PRESIDENT



RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 1st day of March, 2018.

By: Ayesha Drigalas
Title: Compliance Administrator



Project Location

WWTP

23.g



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Engineering Services Agreement for Project SS7425; Rocky Branch III Sewer System Evaluation Study and Sewer Rehabilitation Services, as requested by Columbia Water. Award to Brown and Caldwell in the amount of \$1,226,800.00. This firm is located in Columbia, SC.

PURPOSE: This is a Clean Water 2020 Program Project and a Mentor Protégé Project. 4D Engineering, LLC, a Minority Business Enterprise (Woman) of Lexington, SC is the Protégé and will provide project administration, data management, sewer assessment, permitting, and construction administration services at \$495,796.00 (40.4%) of the contract value.

REQUISITION NO.: R182685

FINANCIAL IMPACT: Funding Source: Water & Sewer Capital Projects – Rocky Branch 03 Basin SSES- Capital Project Cost-5529999-SS742501-658650. The original budgeted amount is \$1,226,800.00.

ORIGINAL BUDGET: \$900,000.00

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Foster a healthy quality of life, Provide high quality municipal services

The above referenced Agreement is to compensate the Engineer for providing assessment, design, and construction services for the investigation and rehabilitation of the Rocky Branch 03 Sub-Basin. The services being provided will encompass the following:

Task 1.0 Project Management and Administration
Task 2.0 Data Management
Task 3.0 Sewer Assessment

Task 4.0 Sewer Assessment Results and Preliminary Design Report

Task 5.0 Rehabilitation Implementation

Task 6.0 General Services During Construction

Task 7.0 Site Visits and Observations

Task 8.0 Client Controlled Contingency for Additional Services

Services to be performed will impact all City Council Districts. The Office of the City Attorney has approved the Agreement. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** BrownandCaldwell.2017RockyBranch03SewerSystemEvaluation.Agr.SS7425.nj (PDF)
- **#b:** SS7425.Map (PDF)

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Brown and Caldwell, (hereinafter referred to as the "Engineer"), for Engineer to render assessment, design, and construction services for the investigation and rehabilitation of the Rocky Branch 03 Sub-Basin.

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

I. Scope of Services

Upon written notification by the City to proceed, the Engineer shall complete the scope of services more fully described in Exhibit A, attached hereto. The Engineer 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.

II. Supplemental or Additional Services

Supplemental or Additional Services may be required of the Engineer by the City or recommended by the Engineer and approved by the City in writing.

The Engineer must obtain written approval from the City for any Supplemental or Additional Services prior to the work being performed. If the Engineer fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Engineer for services performed.

III. Term of Agreement

This Agreement shall expire, unless terminated earlier as provided for herein, June 30, 2020, or at such time the total compensation provided for herein is reached.

IV. Schedule for Completion of Services

Time is of the essence. The Engineer shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit C, attached hereto.

V. Compensation

A. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit B, attached hereto, for Task 1.0 – Project Management and Administration shall be a not to exceed fee of Seventy-Seven Thousand, Five Hundred Fifty Dollars and No/100 (\$77,550.00).

B. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit B, attached hereto, for Task 2.0 – Data Management shall be a not to exceed fee of One Hundred Eighteen Thousand Dollars and No/100 (\$118,000.00).

C. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit B, attached hereto, for Task 3.0 – Sewer Assessment shall be a not to exceed fee of One Hundred Eighty-Nine Thousand, Five Hundred Dollars and No/100 (\$189,500.00).

D. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit B, attached hereto, for Task 4.0 – Sewer Assessment Results and Preliminary Design Report shall be a not to exceed fee of Seventy-One Thousand, Two Hundred Dollars and No/100 (\$71,200.00).

E. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit B, attached hereto, for Task 5.0 – Rehabilitation Implementation shall be a not to exceed fee of Seventy-Seven Thousand, Four Hundred Fifty Dollars and No/100 (\$77,450.00).

F. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit B, attached hereto, for Task 6.0 – General Services during Construction shall be a not to exceed fee of Two Hundred Thousand, Two Hundred Ninety-Five Dollars and No/100 (\$200,295.00).

G. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit B, attached hereto, for Task 7.0 – Site Visits and Observations shall be a not to exceed fee of Three Hundred Forty-Two Thousand, Eight Hundred Five Dollars and No/100 (\$342,805.00).

H. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit B, attached hereto, for Task 8.0 – Client Controlled Contingency for Additional Services shall be a not to exceed fee of One Hundred Fifty Thousand Dollars and No/100 (\$150,000.00).

I. The total compensation to be paid by the City to the Engineer under this Agreement shall not exceed One Million Two Hundred Twenty-Six Thousand, Eight Hundred Dollars and No/100 (\$1,226,800.00).

J. The Engineer 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). Engineer 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 Sub-consultants shown on Exhibit D hereto. Each invoice shall bear the signature of the Engineer, 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.

K. Affirmative Action Procurement and Contracting Goals

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Enterprise Businesses (DBEs) including, but not limited to, Small Businesses (SBEs), Minority Businesses (MBEs), Women-Owned Businesses (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, subcontractors 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, 1225 Lady Street, Suite 102, 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 Engineer or subcontractor) is dependent upon the business community partnering with the City in this important endeavor.

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

L. SUBCONTRACTING GOALS

The subcontracting goals under this Agreement are as follows and as stated in Exhibit C:

SB Goals	<u>0</u>	%
MBE	<u>0</u>	%
WBE	<u>40.4</u>	%
LSA	<u>0</u>	%

The Engineer shall ensure subcontractor performance during the period of performance and include optional periods as applicable. Achievement of these goals is expected during the life of the Agreement to include any changes incorporated by modification to the Agreement.

VI. Mentor-Protégé Program (<http://www.columbiasc.net/business-outreach/>)

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority /

women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The Engineer must comply with Mentor-Protégé Program Guidelines. The Engineer agrees that the Mentor Protégé Program does not create any contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Engineer agrees that it has or will enter into a separate contractual Agreement with the Protégé, to which the City is not a party.

VII. Indemnification, Hold Harmless and Insurance

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

Each insurance policy required 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.

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

Professional Liability – The Engineer shall provide to the City evidence of Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per occurrence and Two Million Dollars and No/100 (\$2,000,000.00) Aggregate.

B. The Engineer 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 Engineer and any subcontractor of the Engineer commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement and any renewals. 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 Engineer shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all fines, judgments, losses, liabilities,

expenses, and claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Engineer, its subcontractors, officers, agents and employees regarding any of the obligations under this 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 Engineer will also agree to promptly notify the City of any civil or criminal actions filed against the Engineer 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. 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

VIII. Permits and Licenses

A. The Engineer shall be responsible for identifying the necessity for and obtaining any approvals, permits and/or licenses as may be required of the Engineer in performing the services required under this Agreement. The Engineer shall be responsible for any costs relating to same.

B. The Engineer 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 Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, easements or expanded easements, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/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 Engineer and pay any costs relating to same.

C. The Engineer 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 Engineer shall procure a City of Columbia business license while performing services under this Agreement.

IX. Duties Upon Termination

At termination of this Agreement, the Engineer shall immediately provide the City with all records and data in any format the Engineer is capable of producing and at no cost to the City, which were generated, created or received by the Engineer 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 Engineer's successor. All records shall be free from any proprietary claims or

interest. The Engineer agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

X. Termination of Agreement

The City may terminate this Agreement at any time upon any of the following grounds:

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

B. The Engineer fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days having been notified by the City of such deficiency;

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this contract 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; In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Engineer shall be entitled to payment as follows: the actual cost of the work completed in conformity with the Agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Engineer prior to the date of termination of the agreement. The Engineer shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

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 Engineer 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 Engineer. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

XI. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Engineer or any subcontractor retained by the Engineer and related to the services required by this Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement.

XII. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

B. Written notice to the Engineer shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Brown and Caldwell, 250 Berryhill Road, Suite 104, Columbia, SC 29210.

XIII. Miscellaneous

A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

B. The Engineer shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.

C. The Engineer will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City.

D. In the event there are any disagreements between the City and the Engineer with regard to any of the requirements, specifications or interpretation of this Agreement, the Engineer 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 of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland 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 Engineer 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 Engineer.

F. This Agreement represents the entire agreement between the City and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Change Order signed by both the City and the Engineer may

amend this Agreement.

G. The failure of either the Engineer 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 Engineer and its subcontractors are 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 its obligations under this Agreement, the Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Engineer shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Engineer will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.

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.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

By: _____ Date: _____
Teresa Wilson, City Manager

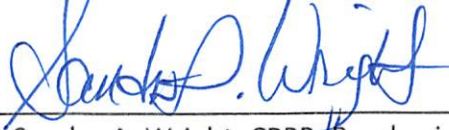
BROWN AND CALDWELL,

 _____
Witness

By: Teresa Wilson Date: 3/2/2018
Title: Vice President

RECOMMENDED BY:  _____ Date: 3.5.18
Joseph D. Jaco, P.E., Director of Engineering Utility Operations

RECOMMENDED BY:  _____ Date: 3/9/18
Clint Shealy, P.E., Assistant City Manager for Columbia Water

RECOMMENDED BY:  _____ Date: 3/12/18
Sandra A. Wright, CPPB, Purchasing Agent/
Director of Procurement and Contracts

BrownandCaldwell.2017.RockyBranch03SewerSystemEvaluation.Agr.SS7425.nj.doc

APPROVED AS TO FORM
 2/28/18
Legal Department City of Columbia, SC

EXHIBIT A**SCOPE OF SERVICES****City of Columbia****CIP # SS7425****Rocky Branch 03****Sewer System Evaluation Study and Sewer Rehabilitation Implementation**

The services performed by Brown and Caldwell (ENGINEER) as a part of this project include providing technical engineering support to the City of Columbia (CITY) for a Sewer System Evaluation Study (SSES) of a portion of the CITY's sanitary sewer system to identify problems that may lead to sanitary sewer overflows (SSOs). The investigations are intended to identify structural, operations and maintenance, and infiltration and inflow (I/I) related problems. The intent of this project is to meet the requirements of the Continuing Sewer Assessment Program (CSAP) and the Infrastructure Rehabilitation Program (IRP) which are components of the Consent Decree under which the CITY is performing this work.

In this scope and all associated attachments, the CITY and OWNER are synonymous. The term ENGINEER refers to the firm performing the field services (ENGINEER OR SUBCONSULTANT) during the study and design phase. CONTRACTOR refers to the construction contractor during the construction phase in this scope.

The project area is identified in **Figure 1**. Pipes 15-inches in diameter and greater, and manholes connected to these pipes, will be assessed under a separate contract and are excluded from this Scope of Services. Engineer to confirm with the City all manholes identified in the field where pipes transition to 15-inches or larger (boundary of this scope).

There is a streetscape project under design in RB03. CCTV and manhole inspections for this streetscape area have already been collected (approximately 13,000 LF of sewer and 55 manholes). Evaluation of this data is discussed in Task 2.0. Task 7.0 is client controlled contingency if any additional coordination is needed for the streetscape project.

The project includes the collection of data for a portion of the CITY's collection system infrastructure for use in determining rehabilitation and replacement needs. This Scope of Services specifically includes all the work outlined in the following specification sections (also attached as Exhibit E):

- Section 00313 GIS Database Update for SSES Projects
- Section 00314 Database Template Description PACP for SSES Projects
- Section 00315 Database Template Description Dye Testing for SSES Projects
- Section 00316 Database Template Description Smoke Testing for SSES Projects
- Section 00317 Database Template Description MACP for SSES Projects
- Section 02650 Sewer Line Cleaning Prior to CCTV and Rehabilitation Work
- Section 02731 Sanitary Sewer Television Inspection for SSES Projects
- Section 02760 Dye Testing for SSES Projects

- Section 02764 Gravity Sewer System Smoke Testing for SSES Projects
- Section 02767 Sanitary Sewer Flow Control
- Section 02770 Manhole Inspections for SSES Projects

This project includes implementation of subsequent sewer system rehabilitation to address high priority problems that may lead to SSOs. This includes correcting structural and maintenance related defects and correcting sources of I/I. The rehabilitation implementation tasks include design of the high priority rehabilitation, bidding services, construction inspection, and general services support during construction of the sewer rehabilitation.

The specifications and all associated requirements in Exhibit E shall apply throughout this Scope of Services, even if not specifically referenced. ENGINEER to determine with OWNER where specific tasks within the specifications fall into the overall Scope of Service if not clearly defined.

The asset naming conventions are defined in the specifications. Please coordinate with the CITY before beginning work to verify naming conventions to be used throughout the project.

Task 1.0 – Project Management and Administration during Assessment, Design and Construction Administration

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

- Communicate with the CITY through a single point of contact, the ENGINEER's Project Manager.
- Throughout the project, the ENGINEER will maintain regular contact through the CITY's staff. This scope includes a kickoff meeting at the beginning of the project and monthly progress meetings during the execution of Tasks 1 through 5, and will include a 30 Percent Design Review Meeting. The ENGINEER will issue meeting minutes for each meeting during Tasks 1 through 5. During Task 5, the ENGINEER will hold a progress meeting at the 90 percent design completion milestone. At the project milestones (30 percent and 90 percent), the ENGINEER will compile all comments received during the meetings and respond to one consolidated set of comments from the CITY utilizing the CITY's Standard Comment Form. Responses to the comments will be checked for acceptance by individual commenters before being accepted and closing out the individual comment. At the conclusion of final design, drawings and specifications will be submitted to the CITY for final review and approval. Revisions to the drawings will subsequently be made to incorporate the CITY's comments. This scope assumes four sets of design and construction documents will be delivered for each submittal (30 percent, 90 percent, draft final and final bid set). Electronic copies of the contract documents will also be delivered in PDF format and loaded to Sharepoint unless specified otherwise. Milestone checklists will be utilized by the CITY's review team during the 30 and 90 percent design review meetings. A copy of these checklists will be provided by the CITY.
- For Tasks 1 through 6, provide monthly schedule updates pertaining to ENGINEER's portion of the work to the CITY. The schedule shall be included with an updated Monthly Progress Report to be submitted with a draft invoice to the CITY for review. A project schedule shall

be created and updated not less than monthly in MS Project or Primavera P6. The initial detailed project schedule shall be reviewed by the CITY before proceeding with the Scope of Service. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days as outlined in Exhibit C. All documents provided to the CITY for review and approval shall be provided in hardcopy and electronically in PDF format and loaded to Sharepoint at a minimum.

- For Tasks 1 through 5, ENGINEER shall submit and load to Sharepoint a Work Summary spreadsheet that the CITY will utilize to report to Cityworks® on areas that have been inspected or rehabilitated along with each monthly invoice. A comprehensive list is to be provided with each invoice identifying each pipe and/or manhole or other asset, and what was done (cleaning, CCTV, inspection, dye testing, smoke testing, etc.). A sample Work Summary template will be provided by the CITY for this spreadsheet.
- For tasks 1 through 6, ENGINEER will utilize SharePoint, a web based document storage, sharing, and controls website currently in use by the CITY, to share and file documentation of project progress, data, invoices, monthly progress reports, monthly schedule updates, monthly work summary spreadsheets, permits, emails, decisions, deliverables, design and management of the project. All documents should be loaded within seven (7) days to Sharepoint. ENGINEER is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Engineer is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.
- Implement and adhere to internal quality control and quality assurance procedures and also ensure all work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.
- The ENGINEER shall be responsible for the implementation of the CITY's Public Relations Plan and public notification as required in the specifications during the system evaluation and design phase of the project. ENGINEER shall attend one public meeting that will occur at approximately the 90 percent design milestone. ENGINEER shall prepare design technical documents and materials for the meeting, including draft design plans. ENGINEER shall also have a computer with data accessible to show project area mapping, CCTV videos, zoom camera videos, photos, etc. of the project area and will show the information upon request at the meeting.
- Invoicing for this Task will be finalized with the completion of Task 6.

Task 2.0 - Data Management

Data management is an imperative aspect to any successful SSES. A centralized project database will be created to organize and manage the collected information, and will be imported into the CITY's GIS system. The data management task will include the following activities:

1. **Review and Update Existing Asset Information (GIS Mapping and System Connectivity)** – ENGINEER to review and update existing GIS and provide updated information per specifications.

2. **Review of System Condition Information** – ENGINEER will collect and review historical SSO information for the project area and will interview CITY operations staff for help in identifying problem areas. The ENGINEER will conduct a field visit (windshield survey) of the project area to become more knowledgeable about the existing site conditions. Priority for the initial field visit shall be given to system components that include, at a minimum, pipes within close proximity to potentially inundated water bodies, pipes within the floodplain, and critical areas such as major road crossings, aerial crossings, and railroad crossings

3. **Data Quality Control Review** – ENGINEER will utilize the CITY approved database software and management tools to perform quality control and review of all data collected during the project. ENGINEER to follow quality control and continuity check requirements as specified in the specifications, in particular Section 00313 GIS Database Update for SSES projects. Documentation of compliance with this plan is to be submitted with each milestone submittal (30 percent, 90 percent, Final).

ENGINEER shall submit Smoke Testing, Dye Testing, CCTV, Manhole Inspection databases, GIS updates and associated data (including digital photographs, videos, and any other associated records) on a monthly basis to the OWNER after a full Quality Control review. See specifications for additional information on these submittals. If the CITY determines through the Quality Control review that minor changes need to be made to the submittal, the City will only compensate the ENGINEER for up to 75 percent of the value of the work invoiced with the remaining 25 percent paid upon the CITY's final acceptance of the submittal. The City will not pay for any rework.

OWNER to be provided with a final external hard drive by the ENGINEER with the first monthly submittal to allow for subsequent monthly data submittals to be loaded throughout the project. Final external hard drive refers to the master hard drive that will be large enough to store all of the data collected for the duration of the project, and will become property of the OWNER upon completion of the project.

The ENGINEER shall compile and submit to OWNER a sample complete database submittal and all associated data for detailed review before the first monthly data submittal. See specifications for additional information on the sample submittal and other submittal requirements.

ENGINEER shall keep a digital log in either Excel or database format on Sharepoint tracking all submittals received by CONTRACTOR, and all submittals made to OWNER. This shall include at a minimum:

Date received from CONTRACTOR, date of submittal to OWNER, what is included in submittal (this must be clear so that at the end of the project when all of the submittal data is loaded onto one drive each submittal can be clearly identified based on this information- this should include the type of information (i.e. videos, photos, etc.), and the associated areas and assets being included as defined in each database).

Upon conclusion of each type of testing/inspection the ENGINEER shall resubmit a full final database and all associated data and files to the CITY to ensure completeness and allow for review before deeming them FINAL. Final database shall be submitted no later than the date of submittal of the 30 percent Preliminary Design Report

Task 3.0 - Sewer Assessment

The sewer assessment to be conducted as a part of this project shall include manhole survey, manhole inspection, zoom camera inspection, smoke testing, CCTV, and dye testing of pipes within the project area less than 15-inches in diameter and all manholes associated with these pipes. The intent of this project is to perform survey and manhole inspections of all manholes in the project area. CCTV inspection will be conducted on all CITY-owned pipes connected to these manholes. Zoom camera inspections will be conducted with CITY approval when pipes cannot be CCTV inspected. Smoke testing will be conducted for all pipes within the project area less than 15-inches in diameter, and the manholes connected to those pipes. It is estimated that the project area contains approximately 191 manholes associated with pipes less than 15-inches in diameter, and 54,515 linear feet of sewer main less than 15-inches in diameter. Of the 191 manholes and 54,515 linear feet of sewer, data has been previously collected for 55 manholes and 13,000 LF of sewer. ENGINEER shall review this previously collected data and recommend additional inspections if needed. Additional inspections are to be approved by the City and will be funded through the project contingency. Therefore, actual inspections for this Contract include 136 manholes and 41,515 LF of sewer to be CCTV'd. The Engineer and all associated CONTRACTORS are responsible for any damages resulting from his/her operations relating to the work performed as a part of this scope.

Information from all field inspections will ultimately be stored in the CITY's existing data management system. To facilitate this, during the course of the project, the ENGINEER shall store and manage the data in accordance with the specifications. At the conclusion of the project, all data shall be submitted in a digital format following the requirements of the specifications and utilizing the electronic database formats given in the template files provided as part of various data collection specifications.

A brief summary of the technical requirements for the listed field inspection and testing work is provided below. Further information on each evaluation method is provided in the specifications. It should be noted that sewer flow control and sewer cleaning are also required, as defined by the specifications.

1. **Gravity Sewer System Manhole Inspections** – Manhole inspections will be performed to verify the accuracy of the available mapping and to provide an opportunity for the mapping to be updated to reflect actual field conditions. This allows for field crews performing rehabilitation and/or replacement work to begin working more quickly and eliminate confusion regarding system connectivity, identification numbers, etc. Manhole inspections also evaluate the general condition of the system, identify specific defects or problems, and determine manhole rehabilitation recommendations.

Under this Scope of Services inspection crews will locate, open, and visually inspect approximately 136 manholes in the project area. The condition of the manholes will be

assessed and an inspection report will be completed in accordance with the requirements set forth in the specifications.

Every reasonable effort shall be made to locate and inspect all manholes. Individual manholes that cannot be found within 15 minutes should be sent to the CITY through the City Project Manager for assistance in locating these manholes. A GIS map with an aerial of the manholes that could not be found should be provided to the CITY. Additional manholes found during inspections over the amount estimated in the scope will be paid for out of client controlled contingencies.

If manholes in the area of the scope of work are found to be owned by an entity other than the City, field work should stop in this area and the Engineer should coordinate with the City on how to proceed. At a minimum, the GIS shall be updated to designate a different owner other than the City, as defined in the specifications.

Inspection crews will be expected to follow all reporting requirements and fill out all reporting forms listed in the NASSCO MACP handbook for Level 2 inspections.

All pipes in this project shall be CCTV inspected as discussed below in Task 3.0, Part3. For pipes that cannot be CCTV inspected, preliminary inspections of the pipelines connected to the manholes may be performed using zoom camera technology. The CITY shall approve the proposed list of pipes to be zoom camera inspected before field work occurs. Field crews will conduct an initial screening of all adjacent pipes using a pole-mounted, stabilized zoom camera system. This will allow a quick inspection of the pipes to reveal defects, blockages, infiltration sources, etc. The inspector will "assess" each pipe utilizing the zoom feature to inspect the pipe interior. The digital imaging and storage unit included with the camera will be used to record the results of each pipe survey.

Using this preliminary pipe survey information, pipes will be prioritized using the NASSCO Pipeline Assessment and Certification Program (PACP) system in a separate PACP database for zoom inspections. Any PACP codes assigned using zoom camera results will be noted as such as detailed in the specifications as the NASSCO standards were developed for CCTV inspection work. Pipes will also be identified as either

- a. satisfactory
- b. needs cleaning/root treatment
- c. needs further inspection, or needs repair/rehabilitation

Detailed technical requirements for the zoom camera inspections are included the specification.

A manhole survey will be performed on each manhole to obtain several pieces of information including, but not limited to, x,y coordinates, rim elevation, manhole invert elevation, ground elevation, and the invert elevation and size verification of all pipes entering and leaving the manhole. Requirements for manhole survey are provided in the specifications.

Upon the completion of manhole inspections and manhole surveys, a complete list of all manholes that were not found should be provided to the CITY in excel format, along with

the reasoning, and loaded into Sharepoint. This list will support the removal of manholes in the GIS that were found to not exist, or to help direct the CCTV either during design or construction (depending on the criticality and other factors) in order to find manholes that could not be found for other reasons (such as deep burial) to make the mapping as complete and accurate as possible.

CITY Project Manager and maintenance personnel will be notified of any defects needing immediate attention.

2. **Gravity Sewer System Smoke Testing** - Smoke testing enables field inspection staff to quickly identify and quantify sources of inflow and rain-induced infiltration entering the sewer collection system. This Scope of Service includes smoke testing of all sewers within the project area less than 15-inches in diameter. See specifications for additional information, including testing procedures, data collection requirements, and database requirements for smoke testing.

All applicable information regarding the test will be collected and entered into a digital database format (see specifications). All fields in the database shall be completed.

3. **Sanitary Sewer Television Inspection** - The ENGINEER shall submit the CCTV plan for the entire basin to the CITY for review and approval prior to proceeding with the CCTV. CCTV inspection shall consist of digital video recordings, digital photos and a NASSCO PACP database. Inspection logs shall also be provided. This scope assumes that all of the sewer lines (~~41,515~~ linear feet) will be CCTV inspected. All sewers shall be cleaned before performing CCTV. This scope assumes that 10 percent of the sewer lines (~~4,151~~ linear feet) will require heavy cleaning (as defined in the specifications) before performing CCTV.

Manholes that could not be located, lines that seem to dead end, or other miscellaneous issues should be field investigated further during the construction phase of the project in order to provide the CITY with mapping as accurate as possible of the existing system.

4. **Dye Water Testing** -Dye water testing can be used to assist in locating cross connections between storm water and sanitary sewer systems or to confirm connections from an identified smoke lead to the sanitary sewer where the connection is not known from the smoke test alone. Non-toxic dye will be used to investigate specific potential interconnections. Storm sewer cross-connections and area drains that are suspected of being connected to the sanitary sewer will be positively identified using the dye tracer procedure. Field documentation will be used to record findings. Internal pipeline inspection will determine the exact source of the suspected interconnection and establish the best abatement option. The findings and conclusions will be documented in a digital database of the inspection and will be delivered along with the digital photographs, and other associated data as further defined in the specifications. All fields in the database shall be completed. This scope assumes 10 dye tests will be required and the cost of which is identified herein. See the specifications for additional information, including testing procedures, data collection requirements, and database requirements for dye testing.

Task 4.0 - Sewer Assessment Results and Preliminary Design Report

Task 4.1 - Sewer Assessment Results

This task includes review and analysis of the field data for 54,515 LF of sewer and 191 manholes (and thus includes the CCTV and manhole data collected for the streetscape project under a separate scope). As part of this task, defect tabulations will be performed on the manhole inspections, zoom camera, CCTV inspections, smoke testing, and dye testing data. Defect tabulations shall include a quantification of structural defects and maintenance defects for manholes and pipes as well as classification of smoke testing and dye testing points. This task shall include preparation of a summary of identified sources of I/I to the sewer system organized by sub basins, or portions of sub basins, that indicates the specific types of defects found and the estimated quantity of I/I. This information shall be provided electronically to the CITY in a format that the CITY requires. Criteria for point repairs shall be developed jointly with the CITY and defects requiring point repairs shall be identified.

Each pipe shall be assigned an overall rating using the PACP quick score method and modified as directed by the CITY. Each manhole will be assigned an overall rating using a similar approach, as described in the scoring system to be provided by the CITY. The ENGINEER will prioritize assets for rehabilitation based on criteria developed jointly with the CITY. Criteria will include the structural and maintenance levels and other criteria that may increase priority including but not limited to: input from operations and maintenance staff, proximity to creeks, 100-year floodplain, historical SSOs, critical crossings such as major roadway, aerial and above ground crossings, railroad crossings, high profile areas, areas where force mains enter the system, and lines under or near buildings. The rating results shall be included in the 30 percent PDR and also submitted separately as an Excel table.

Other criteria should also be evaluated and discussed with the City during this process such as the CITY's desire to rehabilitate all manholes where lines are being rehabilitated, the desire to have aerial/above ground crossings be encased and replaced with restrained joints, placing manholes on the end of lines where there are lampholes, cleanouts, or dead ends on lines that are not dedicated service lines or are lines owned by the CITY, as well as connecting gaps in areas where pipes are being rehabilitated to minimize breaks between longer runs or rehabilitation in an area.

The ENGINEER shall make recommendations for rehabilitating or replacing service laterals based CCTV assessment. This includes the service up to the property line to the existing cleanout, or the placement of a new cleanout if one does not exist at that location. For areas where sewer lines are not in public right-of-way, the cleanouts and services shall be replaced up to the edge of the prescriptive easement of 7.5 feet from the center of the sewer line (unless a different easement is known to exist).

The ENGINEER shall identify utility conflicts that are found based on the inspection of sewer pipes and manholes; and shall submit a list of these conflicts to the OWNER indicating the following with recommendation on how to proceed:

Manhole	Asset Number	Location	Photo	Name of Utility Owner Conflict	Active/Non-Active/Unknown
Pipe	Asset Number	Distance from the Downstream MH	Photo	Name of Utility Owner Conflict	Active/Non-Active/Unknown

A meeting will be held with the ENGINEER and CITY to discuss the results of the structural and maintenance condition ranking and prioritization. The ENGINEER will finalize the ranking and prioritization based on comments received during the meeting and will also submit the information in excel format.

Task 4.2 - Develop Recommendations

The recommended rehabilitation approach will be determined based on the SSES information. The ENGINEER is to evaluate multiple rehabilitation methods and make recommendations based on cost and other factors such as O&M, community impacts, CITY standards, etc. Information provided for rehabilitation design will include pipes to be lined, pipes to be relocated, pipes to be burst, a list of sags observed, required point repairs, service lateral repairs, manholes requiring lining, and other manhole and pipeline rehabilitation work as required.

Conceptual design level cost estimates for rehabilitation of the sewer and manholes will be prepared as well as a recommended rehabilitation implementation schedule. This task includes a meeting to review the recommended rehabilitation approach.

A schedule of quantities will be developed, which will include, but not be limited to the following types of sewer construction work as applicable:

- Cured-in-place structural pipe lining
- Pipe-bursting replacement
- Pipe relocations
- Rehabilitation of manholes using liner types as allowed by the City specifications
- Replacement of manhole covers and/or frames
- Point repairs to replace sections of damaged or collapsed sewers
- Tree root removal and treatment
- Service lateral and clean-out replacement, addition, and repair (up to the property line)

This Scope of Services assumes open-cut replacement will be evaluated as an alternative for cost-comparison purposes when applicable. The ENGINEER will work closely with the CITY to determine the available budget for sewer system rehabilitation.

A capacity analysis of the trunk sewer, evaluation of re-routing the sewer, evaluation of structural integrity of aerial crossings, and geotechnical services are not included in this Scope of Services, but may be added by amendment. However, the ENGINEER shall notify the OWNER immediately of any findings in the field as described in the specifications. These notifications will help the CITY identify any areas that may have potential capacity related issues for further evaluation. Capacity analysis results performed by others, when available, will be incorporated into the rehabilitation decisions and/or priorities for rehabilitation under this Scope.

The ENGINEER shall also be responsible for preparing and updating in Sharepoint on a monthly basis an easement/property issue tracking spreadsheet defining those areas found with permanent easement encroachments and areas of concern for access, repair, and tree/fence/shed/other

structure removal using a spreadsheet template provided by the CITY. This should be submitted to the City on a monthly basis.

Task 4.3 - Preliminary Design Report

The ENGINEER will be responsible for developing a Preliminary Design Report (PDR) summarizing the SSES investigation, the prioritization of sewers for rehabilitation, and the preferred rehabilitation method(s). The PDR should also include a conceptual level cost estimate of the rehabilitation based on historical unit prices in the area. At a minimum, the PDR should consist of the following sections:

Section 1 -Background and Purpose

- Describes the study area, background, and project objectives
- Describes results of the windshield survey, historic SSOs, and interview with CITY staff

Section 2 -SSES Inspections

- Describes the SSES investigations
- Summarizes the changes made to the GIS based on the survey and SSES investigations
- Summarizes the asset rating results
- Summarizes the defect tabulations for the manhole inspections, zoom camera investigation, smoke testing, CCTV, and dye testing
- Describes the methodology for assigning a structural and maintenance rating to each manhole and pipe
- Summarizes and maps the defect and structural rating for each pipe and manhole

Section 3 – Rehabilitation Recommendations

- Describes the rehabilitation recommendations and methodology used to determine the proposed rehabilitation method.
- Describes criteria for prioritization of the sewer pipe and manholes for rehabilitation.

Section 4 – Costs

- Contains the schedule of quantities and conceptual level cost estimates using CITY's bid tab items
- Describes assumptions used to develop the costs

Section 5 – Recommendations and Next Steps

- Summarizes the rehabilitation recommendations and provide a discussion of the next steps

Examples of the level of detail expected in submitted tables, figures, and PDR will be provided by the CITY.

The ENGINEER will submit a draft PDR to the CITY and attend a meeting to discuss the CITY's comments. Following the meeting, the ENGINEER shall incorporate the CITY's comments and finalize the report. This submittal is considered the 30 percent design review and this meeting is considered the 30 Percent Design Review Meeting.

ENGINEER shall present the initial easement/property issue tracking spreadsheet in Excel to the CITY during this meeting, and provide updates monthly after this meeting, as well as load them into Sharepoint.

Task 5.0 - Rehabilitation Implementation

Upon completion of the inventory and condition assessment and the CITY's approval of the PDR, the ENGINEER will prepare the repair and rehabilitation contract documents (drawings and specifications).

ENGINEER will prepare contract documents for the CITY in order to invite bids for the construction of the sewer repairs and rehabilitation. This Scope of Services assumes that design drawings and specifications will be developed for 50 percent of the sewer in the project area (or approximately 27,257 feet). The design drawings will be submitted as GIS based drawings. ENGINEER will provide design, permitting, bidding, and general construction services. It is assumed that work will be implemented under a single construction contract; if multiple construction contracts are required this agreement will be amended to authorize additional engineering services and fees.

Task 5.1 - Design Documents

ENGINEER will be responsible for the submittal of 90 percent, draft final, and Final Bid Set documents and meet the following requirements:

Design Drawings

1. Cover Sheet
2. General Notes and Legend
3. Sheet Index
4. Sewer Rehabilitation Sheets- The plan sheets (24-inch by 36-inch) will contain a plan view for sewer rehabilitation at a horizontal scale of one inch equals 100 feet with an aerial background and be detailed enough to be able to determine approximate field conditions for each repair. Houses and streets shall be labeled for better field identification. The sheets shall also contain tables of applicable information such as pipeline rehabilitation method, diameter, material, stationing of point repairs, stationing of lateral rehabilitation, and manhole rehabilitation method. This Scope of Service assumes that profile sheets will not be required. If profile sheets are determined to be required for a given location, the scope and budget will be amended to provide for these services. Sample Drawings will be provided by the CITY. The drawings shall be reproducible in black and white without the need for color to distinguish information shown on the drawings.
5. Sewer Installation Details

Specifications

Standard rehabilitation specifications will be provided by the CITY. The ENGINEER will be expected to:

1. Modify the CITY standard Bid Form and Measurement & Payment sections as needed to suit the work.
2. Modify the CITY standard Division 2 rehabilitation sections for pipe and manholes as necessary to accommodate the work and take full responsibility for all content of each section.
3. Provide all required Division 1 specifications, additional Division 2 specifications, and Special Provisions Section as needed for proper completion of the work.

Technical Review

Ensuring a quality deliverable is the responsibility of the ENGINEER. ENGINEER shall have all progress drawings and specifications submitted to an internal technical review committee prior to the 90 percent completion milestone. The ENGINEER's review committee shall consist of technical staff knowledgeable on the type of work designed and independent from the specific project team. Following the technical reviews, design modifications shall be made by the ENGINEER to finalize the construction documents.

Completion of Construction Documents

Presentation of the construction documents at the 90 percent completion will be made to the CITY following the ENGINEER's internal technical review. Progress specifications shall be submitted to the CITY along with the drawings. Following the CITY's review, design modifications shall be made by the ENGINEER and submitted to the CITY as Draft Final Documents (Draft 100 percent). Upon approval, these documents shall be finalized and will be considered Final Documents (Final 100 percent).

Prepare Final Cost Estimates

The ENGINEER will prepare detailed cost estimates based on the construction documents and submit the cost estimates to the CITY at the 90 percent and final design milestones.

Task 5.2 – Permitting

This scope assumes that a South Carolina Department of Transportation (SCDOT) Encroachment Permit, the City of Columbia Encroachment Permit, and any required County Encroachment permits are included. It is assumed that standard traffic control details will be included in the design documents and that the CONTRACTOR will be developing detailed traffic control plans.

The ENGINEER shall estimate the area of disturbance and must notify the CITY immediately if the area of disturbance is found to be over 1 acre. It is assumed that a storm water NPDES permit is required and included. Wetland delineation, wetland or stream mitigation work is also not included. This Scope of Services does not include railroad encroachment permits, but these can be added by amendment if required.

Task 5.3 – Project Bidding

The ENGINEER shall provide services during the bidding phase to include leading a pre-bid conference, providing technical interpretation of the bid documents, preparing addenda, attending

the bid opening, evaluating the bids and recommending award, and preparing Contract Documents for signature. Conformed documents incorporating all addenda items issued will also be the responsibility of the ENGINEER.

It is assumed that the duration of the Bid Period will be six weeks and that the CITY will be distributing the bid packages. An additional two months is assumed from selection of the CONTRACTOR to the issuance of the Notice to Proceed. While a formal prequalification process is not anticipated, the ENGINEER will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

Task 6.0 – General Services during Construction

General Information

This scope for General Services during Construction (Task 6.0) includes services for:

- SS7425 Rocky Branch 03 Basin SSES (as designed herein)
- SS696617 Annual Rehabilitation of Sewers Less than 15-inches (year 16/17)
- SS696618 Annual Rehabilitation of Sewers Less than 15-inches (year 17/18)
- SS678617 Annual Gravity Sewer Manhole Lining and Replacement (year 17/18)

The ENGINEER acknowledges by signing this Contract that they have received a copy of the Contract Documents for both SS6966 and SS6786, and that they have familiarized themselves with all requirements of those Contracts, and that they have taken these requirements into account when pricing the work of this Contract.

The ENGINEER will provide general services during construction as described herein for the above four projects (two of which are authorized at this time). Costs for each project shall be tracked separately in each monthly invoice. In the performance of its services during the Construction Phase, the ENGINEER shall not supervise, direct or have control over CONTRACTOR's work nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incidental to the work selected by the CONTRACTORS, or for any failure of the CONTRACTOR's compliance with laws, rules, regulations, ordinances, codes or orders applicable to CONTRACTORS.

Administration of Construction Contract

As part of general administration of the construction contracts, the ENGINEER will consult with and advise the CITY and act as its representative during the construction periods. The ENGINEER will provide contract administration and general services required for the Projects, including:

- As CITY's representative for the duration of the construction contracts, all communications to and from the CONTRACTORS shall go through the ENGINEER. On behalf of the CITY, the ENGINEER shall administer the construction contracts, respond to CONTRACTOR's correspondence, and issue instructions from the CITY;
- Maintain a complete document file for the projects and load all documents into SharePoint. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawings, requests for information, schedules, change orders, potential change orders, project meeting minutes,

cost and disbursement data, progress reports and all other documents pertaining to the construction contracts;

- Prior to the pre-construction meeting for SS7425, prepare a list in spreadsheet format of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties. These lists shall be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals.
- Hold a pre-construction meeting (SS7425 only) and monthly progress meetings (all four projects) 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.
- Document and store all project related files in SharePoint for all four projects. This includes but is not limited to, logs, submittals, important emails, record drawings, meeting minutes, all quality control testing results, change orders, potential change orders, requests for information, monthly schedule updates, monthly progress meeting minutes, other meeting minutes, monthly work summary spreadsheets, pay applications, permits, decisions, deliverables, emails, etc. The ENGINEER may place a portion of the burden of this task on the CONTRACTOR through the construction documents for SS7425, but the ENGINEER is ultimately responsible in ensuring that all documents for all four projects are loaded. ENGINEER is responsible for ensuring that all documents loaded are in final approved format (example-pay applications, etc). All documents should be loaded within seven (7) days to SharePoint. ENGINEER is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Engineer is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.
- For all four projects, ENGINEER shall submit a Work Summary spreadsheet that the CITY will utilize to report to Cityworks® on areas that have been inspected or rehabilitated along with each monthly pay application by the CONTRACTORS. A comprehensive list is to be provided with each pay application identifying each pipe and/or manhole or other asset, and what was done (cleaned, lined, CCTV'd, smoke tested, manhole lined, etc.). A sample Work Summary template will be provided by the CITY for this spreadsheet. The ENGINEER may place a portion of the burden of this task on the CONTRACTOR through the construction documents for SS7425, but the ENGINEER is ultimately responsible for submittal and accuracy of this monthly Work Summary spreadsheet for all four projects. ENGINEER shall check the Work Summary monthly against the pay items for that month for accuracy.

Shop Drawing Review

The ENGINEER will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, post rehabilitation data and media, bypass plans, dewatering plans, site management plans, and all other data that the CONTRACTORS are required to submit for conformance with the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and

instructions, guarantees, bonds and certificates of inspection which are to be assembled by the CONTRACTORS in accordance with the Contract Documents, and transmit them to the CITY with written comments for all four projects.

Preparation of Design Clarifications

For all four projects, the ENGINEER 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 all claims of the CITY and CONTRACTORS 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.

Work Change Directives will be issued to document required work not contained in the contract documents. A log of changes shall be kept on SharePoint. This scope does not include reissuing the drawings or design.

Quality Assurance Testing

The ENGINEER will specify the quality assurance testing that is necessary for SS7425 in the construction specifications. Quality assurance testing for SS6966 and SS6786 has already been specified in the Contract Documents. ENGINEER is responsible for ensuring that all tests required during the construction project for all four projects are enforced, documented, logged, and all logs and documents are loaded into SharePoint.

Review of Applications for Payment

Based on on-site observations and review of the applications for payment with the accompanying data and schedules, the ENGINEER will determine the amounts payable to CONTRACTORS on a monthly basis for all four projects. The ENGINEER will then recommend by email to the CITY, payments reasonably due.

Change Orders and Time Extensions

The ENGINEER will provide services in connection with change orders to the Construction Contracts to reflect minor changes or deletions requested by the CITY/ENGINEER or the CONTRACTORS (all four projects) and make revisions to Drawings and Specifications (SS7425 only) occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by the ENGINEER. Upon receipt of a requested change order, the ENGINEER will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. A log of all change orders and time extensions pending and approved shall be maintained as a part of the monthly construction progress meeting minutes.

Final Inspections

For all four projects, the ENGINEER will conduct a walk-through inspection with each CONTRACTOR and the CITY to determine if the Projects have reached substantial and/or final completion and prepare a punch list of work items remaining. The ENGINEER will conduct one final inspection to determine if the work is acceptable, so that the ENGINEER may recommend, in writing, final payment to the CONTRACTORS and may give written notice to the CITY and the CONTRACTORS that the work is acceptable. The ENGINEER will observe the work of the

CONTRACTORS to see that it has been completed in substantial accordance with respect to the Drawings and Specifications. It is assumed that the ENGINEER will review 100 percent of the post rehabilitation inspection videos provided by the CONTRACTORS. Comments from review of post-rehabilitation inspection tapes and the final inspection visits will be incorporated into the final punch lists and forwarded to the CONTRACTORS.

Final Completion

At the conclusion of the projects (for all four projects), the ENGINEER will receive, review, and transmit to the CITY with written comments, all guarantees, bonds, and certificates that are required by the Contract Documents and provided by the CONTRACTORS. Record drawings are the responsibility of the ENGINEER and must be submitted in PDF format and with all finalized data entered into the GIS database and submitted to the CITY for review and approval. ALL database submittals shall meet the CITY's formatting and naming requirements and include all fields defined by the CITY. Any tables created as a part of the record drawings shall also be submitted in Excel format and loaded to SharePoint.

Task 6.1 – General Services During Construction SS7425

This SS7425 Rocky Branch 03 scope assumes that 50 percent of the sewer length within RB03 will be rehabilitated during construction (or approximately 27,257 feet). After award of the contract, ENGINEER will assist the CITY with contract administration and provide full-time observation (Task 6.2) of the construction work, taking into account initial ramp-up time and concluding construction ramp-down time. It is anticipated that the construction period for the sewer rehabilitation project will be 12 months (365 days) for substantial completion and 30 days for final completion for a total construction duration of 395 days. An increase in the construction schedule may require an amendment to authorize additional construction services.

One pre-construction meeting and 12 monthly progress meetings are budgeted for SS7425.

ENGINEER shall be responsible for review of 100-percent of the post-rehabilitation CCTV video and approving 100-percent of the rehabilitation work performed (approximately 27,257 linear feet for SS7425).

Task 6.2 – General Services During Construction SS696617

The SS696617 Annual Rehabilitation of Sewers Less than 15-inches (year 16/17) scope includes General Services during construction for implementation of approved Change Order #1 to this construction contract in the amount of \$1,218,000. This Contract has been awarded to IPR Southeast and they have performed work under this contract in FY16/17 and will commence with the change order work by July 1, 2017. Construction work of SS696617 includes the following:

- CCTV work of 8-12-inch sewers including pre-CCTV cleaning
- Installation of 8 to 12-inch CIPP lining
- Installation of 8 to 12-inch point repairs
- Installation of 8 to 12-inch pipe bursting operations
- Manhole rehabilitation
- Service lateral rehabilitation

No pre-construction meeting and 5 monthly progress meetings are budgeted for construction of SS696617.

For SS696617, the CONTRACTOR is required to complete initial CCTV inspection of all pipes and make recommendations for rehabilitation. Rehabilitation (generally lining or point repairs) is to be recommended at a minimum for all existing concrete pipes. The CONTRACTOR then performs the recommended rehabilitation upon CITY approval. The ENGINEERS work for this task includes review of the pre-construction video performed by the CONTRACTOR for all areas recommended for point repairs within SS696617 (approximately 70 locations) and providing advice to the CITY regarding the appropriateness of the CONTRACTOR's recommendations. ENGINEER shall be responsible for review of 100-percent of the post-rehabilitation CCTV video and approving 100-percent of the rehabilitation work performed (approximately 23,000 linear feet for SS696617).

Task 6.3 – General Services During Construction SS696618

The SS696618 Annual Rehabilitation of Sewers Less than 15-inches (year 17/18) scope includes General Services during Construction for the FY 17/18 annual implementation of this contract, should it be authorized by the City. If authorized, this Contract will be awarded to IPR Southeast in FY17/18. Work of the contract includes that listed for SS696617, and the construction period is expected to last 6 months.

No pre-construction meeting and 5 monthly progress meetings are budgeted for construction of SS696618.

Similar to SS696617, the ENGINEERS work for this task assumes there will be approximately 70 point repair locations, and CIPP lining of approximately 23,000 feet for SS696618. This Task will begin only upon written authorization from the CITY.

Task 6.4 – General Services During Construction SS678617

The SS678617 Annual Gravity Sewer Manhole Lining and Repair (year 17/18) scope includes General Services during Construction for the annual implementation of this contract, should they be authorized by the City. This Contract has been awarded to Prism Contractors & Engineers and they have performed work under this contract previously in FY16/17. This Task will begin only upon written authorization from the CITY. Work of the construction contract includes the following:

- Installation of cementitious manhole linings
- Refurbishing manhole inverts and benches
- Installation of flex seals
- Resetting frames and covers

For SS696617, the construction period is expected to last 6 months. No pre-construction meeting and 5 monthly progress meetings are budgeted for construction of SS696618.

Task 7.0 – Site Visits and Observations

General Information

The ENGINEER shall provide full time observation (taking into account initial construction ramp-up time and concluding construction ramp-down time) of the progress and quality of the executed work of the CONTRACTORS and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During the ENGINEER's visits, and on the basis of on-site observations, the ENGINEER shall keep the CITY informed of the progress of the work, shall endeavor to guard the CITY against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents.

ENGINEER shall not provide construction observation in excess of 40 hours on any given week without prior approval from the CITY. The hourly inspection rate will not change for hours beyond 40, or if work is done at nights or weekends. If additional time is required, it is assumed that the ENGINEER's contract will be amended to provide such additional services.

It shall be the ENGINEER's responsibility to ensure adequate inspection coverage, using competently trained internal staff, sub consultants, and mentor-protégé partners, during the construction period.

The ENGINEER will provide a daily inspection report for each asset inspect. The reports will be submitted to SharePoint weekly. All report file names will include the pipe or manhole asset number and date of the inspection, for example 12345MH_67890MH_20180101.pdf. Photos taken during the inspection will be embedded in the report, and not uploaded as separate media files.

Task 7.1 – Site Visits and Observations SS7425

Construction duration for **SS7425** is assumed to be 395 calendar days, which equates to 282 work days, or 56 weeks. Full time inspection and observation is budgeted at 1,616 hours for **SS7425** as follows:

- Project initiation and contractor mobilization, first 4 weeks at 8 hours/week = 32 hours
- Ramp up period, light to moderate, next 6 weeks at 16 hours/week = 96 hours
- Ramp up period, moderate to heavy, next 4 weeks at 24 hours/week = 96 hours
- Fully engaged period, 30 weeks at 40 hours/week = 1,200 hours
- Ramp down period, heavy to moderate, next 4 weeks at 24 hours/week = 96 hours
- Ramp down period, moderate to light, next 6 weeks at 16 hours/week = 96 hours
- Final inspections, last 2 weeks = 0 hours (included in Task 6.1)
- Total inspection hours = 1,616 hours

Task 7.2 – Site Visits and Observations SS696617

Construction duration for **SS696617** is assumed to be 120 calendar days, which equates to 85 work days, or 17 weeks. Weeks 1-10 are funded and this will allocate funds for weeks 11-17. Full-time site visits and observation is budgeted at 263 hours for **SS696617** as follows:

- Ramp down period: Weeks 11 to 17 at 37 hrs/wk = 263 hours
- Total inspection hours = 263 hours

Task 7.3 – Site Visits and Observations SS696618

Construction duration for **SS696618** Annual Rehabilitation of Sewers Less than 15-inches (year 17/18) is assumed to be 180 calendar days, which equates to 130 work days, or 26 weeks. This Task will begin only upon written authorization from the CITY. Full-time site visits and observation is budgeted at 880 hours for **SS696618** as follows:

- Ramp up period, light to moderate, first 2 weeks at 16 hours/week = 32 hours
- Ramp up period, moderate to heavy, next 2 weeks at 24 hours/week = 48 hours
- Fully engaged period, 18 weeks at 40 hours/week = 720 hours
- Ramp down period, heavy to moderate, next 2 weeks at 24 hours/week = 48 hours
- Ramp down period, moderate to light, last 2 weeks at 16 hours/week = 32 hours
- Total inspection hours = 880 hours

Task 7.4 – Site Visits and Observations SS678617

Construction duration for **SS678617** Annual Gravity Sewer Manhole Lining and Repair (year 17/18) is assumed to be 180 calendar days, which equates to 130 work days, or 26 weeks. This Task will begin only upon written authorization from the CITY. Full-time site visits and observation is budgeted at 384 hours for **SS678617** as follows:

- Construction will be simultaneous with SS696618
- The ENGINEER's Inspectors will provide up to 16 hour/week of site visits and observations when the work is fully engaged
- Ramp up period, 2 weeks at 8 hours/week = 16 hours
- 22 weeks at 16 hours/week = 352 hours
- Ramp down period, 2 weeks at 8 hours/week = 16 hours
- Total inspection hours = 384 hours

Task 8.0 – Client Controlled Contingency for Additional Services

This task is reserved for additional services that may be determined by the CITY to be needed during the project related to this work including possible coordination with the on-going streetscape project. This task could include extra meetings or a separate presentation of results. The use of this task is not authorized without direct written authorization by the CITY including a description of the additional work, price, and schedule as proposed by the ENGINEER and agreed upon by the CITY. This task includes a total budget amount of \$150,000.00.

EXHIBIT B**COMPENSATION****City of Columbia****CIP # SS7425****Rocky Branch 03****Sewer System Evaluation Study and Sewer Rehabilitation Implementation**

Compensation for services provided under Tasks 1 through 8 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$1,226,800.00. This includes \$733,995.00 of lump sum tasks 1 through 6, as well as \$492,805.00 of hourly tasks 7 and 8. Lump Sum and Hourly tasks are clearly labeled in the chart below. Hourly tasks will be compensated by multiplying the total hours worked for each employee by the hourly rate for that employee's job classification. The rates are shown on the attached Schedule of Hourly Billing Rates dated July 1, 2017. Other direct costs (ODCs) will be charged at the direct cost plus 10%. Subconsultants and Outside Services will be charge at their direct costs. An estimated breakdown of the fee is shown in the following table:

Task	Description	Hours*	Subconsultants	Total
1	Project Management and Administration	449	\$ 28,595.00	\$ 77,550.00
2	Data Management	1,055	\$ 43,735.00	\$ 118,000.00
3	Sewer Assessment	168	\$ 176,196.00	\$ 189,500.00
4	Sewer Assessment Results and Preliminary Design Report	562	\$ 7,040.00	\$ 71,200.00
5	Rehabilitation Implementation	666	\$ 16,930.00	\$ 77,450.00
6.1	General Services During Construction SS7425	1,114	\$ 25,175.00	\$ 137,200.00
6.2	General Services During Construction SS696617	177	\$ 2,800.00	\$ 17,195.00
6.3	General Services During Construction SS696618	303	\$ 7,000.00	\$ 31,100.00
6.4	General Services During Construction SS678618	174	\$ 0.00	\$ 14,800.00
7.1	Site Visits and Observations SS7425**,1	1,616	\$ 91,840.00	\$ 182,400.00
7.2	Site Visits and Observations SS696617**,1	263	\$ 12,065.00	\$ 27,405.00
7.3	Site Visits and Observations SS696618**,1	880	\$ 46,200.00	\$ 95,200.00
7.4	Site Visits and Observations SS678618**,1	384	\$ 0.00	\$ 37,800.00
8	Client Controlled Contingency for Add'l Svcs**	TBD	\$ 37,500.00	\$ 150,000.00
	Total of Contract	7,811	\$ 495,796.00	\$ 1,226,800.00
	% of Contract to Subconsultants		40.4%	
	% of Contract to Protégé		40.4%	

*Combined Hours for Brown and Caldwell and the Protégé 4D Engineering

**Denotes Hourly (Time & Expense) Tasks, all others are Lump Sum

1) Tasks 6.3, 6.4, 7.3, and 7.4 will begin only upon written authorization of the City

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

SCHEDULE OF HOURLY BILLING RATES

**July 1, 2017
City of Columbia**

Level	Engineering	Technical/Scientific	Administrative	Hourly Rate
A	Drafter Engineering Aide Inspection Aide	Field Service Technician III	Accountant I Word Processor III Office/Support Services IV	\$75
B	Engineer I Senior Drafter Senior Illustrator Inspector I	Geologist/Hydrogeologist I Scientist I Senior Field Service Technician	Accountant II Word Processor IV	\$95
C	Engineer II Inspector II Lead Drafter Lead Illustrator	Geologist/Hydrogeologist II Scientist II	Accountant III Area Business Operations Mgr Technical Writer Word Processing Supervisor	\$105
D	Engineer III Inspector III Senior Designer Supervising Drafter Supervising Illustrator	Geologist/Hydrogeologist III Scientist III	Accountant IV Administrative Manager	\$120
E	Senior Engineer Principal Designer Senior Construction Engineer Senior Engineer	Senior Geologist/Hydrogeologist Senior Scientist	Senior Technical Writer	\$140
F	Principal Engineer Principal Construction Engineer Supervising Designer	Principal Geologist/Hydrogeologist Principal Scientist	Corporate Contract Administrator	\$170
G	Supervising Engineer Supervising Constr. Engineer Supervising Engineer	Supervising Scientist Supervising Geologist/ Hydrogeologist	Assistant Controller	\$185
H	Managing Engineer	Managing Geologist/Hydrogeologist Managing Scientist	Area Bus Ops Mgr IV	\$200
I	Chief Engineer Executive Engineer	Chief Scientist Chief Geologist/Hydrogeologist	Corp Marketing Comm. Mgr.	\$225
J	Vice President Senior Vice President Chief Executive Officer			\$240

Unit Price Items:

Easements: \$875/Exhibit

Surveying: \$1,750/Day

MH Inspections (Task 3.1): \$200/MH*

Smoke Testing (Task 3.2): \$0.50/Linear Feet*

CCTV Inspections (Task 3.3): \$4.00/Linear Feet*

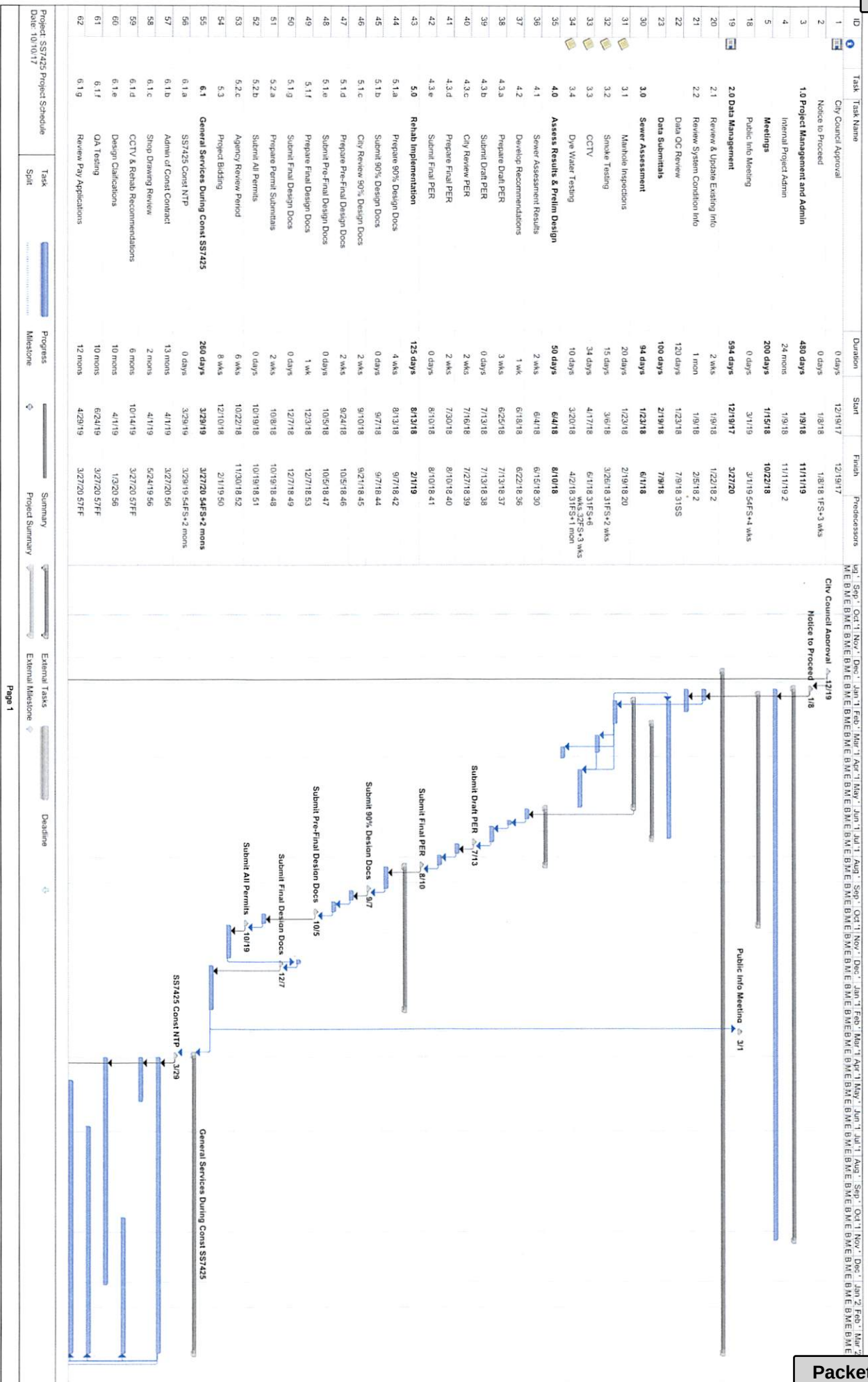
Dye Water Tests (Task 3.4): \$650/Each Test*

Sub Consultants and Outside Services: 0% markup

Other Direct Costs: 10% markup

*Includes incorporation of asset into data submittal and design plans and specifications

Exhibit C



ID	Task	Task Name	Duration	Start	Finish	Predecessors
63	6.1b	Change Orders	8 mos	8/19/19	3/27/20 5TFF	
64	6.1i	Final Inspections	3 mos	1/6/20	3/27/20 5TFF	
65	6.1j	Final Completion	1 mon	3/27/20	3/27/20 5TFF	
66	6.2	General Services During Const SS696617	50 days	12/19/17	2/26/18	
67	6.2a	SS696617 Const NTP	0 days	12/19/17	12/19/17	
68	6.2b	Admin of Const Contract	10 wks	12/19/17	2/26/18 6T	
69	6.2c	CCTV & Rehab Recommendations	10 wks	12/19/17	2/26/18 6TFF	
70	6.2d	Design Calculations	10 wks	12/19/17	2/26/18 6T	
71	6.2e	QA Testing	10 wks	12/19/17	2/26/18 6TFF	
72	6.2f	Review Pay Applications	10 wks	12/19/17	2/26/18 6TFF	
73	6.2g	Change Orders	10 wks	12/19/17	2/26/18 6TFF	
74	6.2h	Final Inspections	1 mon	1/30/18	2/26/18 6TFF	
75	6.2i	Final Completion	1 mon	1/30/18	2/26/18 6TFF	
76	6.3	General Services During Const SS696618	130 days	1/1/18	6/29/18	
77	6.3a	SS696618 Const NTP	0 days	1/1/18	1/1/18	
78	6.3b	Admin of Const Contract	26 wks	1/1/18	6/29/18 7T	
79	6.3c	CCTV & Rehab Recommendations	26 wks	1/1/18	6/29/18 7TFF	
80	6.3d	Design Calculations	26 wks	1/1/18	6/29/18 7T	
81	6.3e	QA Testing	26 wks	1/1/18	6/29/18 7TFF	
82	6.3f	Review Pay Applications	26 wks	1/1/18	6/29/18 7TFF	
83	6.3g	Change Orders	26 wks	1/1/18	6/29/18 7TFF	
84	6.3h	Final Inspections	1 mon	6/4/18	6/29/18 7TFF	
85	6.3i	Final Completion	1 mon	6/4/18	6/29/18 7TFF	
86	6.4	General Services During Const SS678618	130 days	1/1/18	6/29/18	
87	6.4a	SS678618 Const NTP	0 days	1/1/18	1/1/18	
88	6.4b	Admin of Const Contract	26 wks	1/1/18	6/29/18 8T	
89	6.4c	Design Calculations	26 wks	1/1/18	6/29/18 8T	
90	6.4d	QA Testing	26 wks	1/1/18	6/29/18 8TFF	
91	6.4e	Review Pay Applications	26 wks	1/1/18	6/29/18 8TFF	
92	6.4f	Change Orders	26 wks	1/1/18	6/29/18 8TFF	
93	6.4g	Final Inspections	1 mon	6/4/18	6/29/18 8TFF	
94	6.4h	Final Completion	1 mon	6/4/18	6/29/18 8TFF	
95	7.1	Site Visits and Observations SS7425	13 mos	4/1/19	3/27/20 56	
96	7.2	Site Visits and Observations SS696617	10 wks	12/19/17	2/26/18 6T	
97	7.3	Site Visits and Observations SS696618	26 wks	1/1/18	6/29/18 7T	
98	7.4	Site Visits and Observations SS678618	26 wks	1/1/18	6/29/18 8T	
99		Project Completion	0 days	3/27/20	3/27/20 5TFF	

Project: SS7425 Project Schedule
Date: 10/10/17

Task Split

Progress Milestone

Summary Project Summary

External Tasks

External Milestone

Deadline

Exhibit D

City of Columbia

CIP # SS7425

Rocky Branch 03

Sewer System Evaluation Study and Sewer Rehabilitation Implementation

SUBCONSULTANT FIRM INFORMATION RECORDS

The Engineer shall list all firms, including minority and female owned firms, providing subconsulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone #	Group/Classification (MBE, WBE, SBE, Non MBE/WBE/SBE) Select ONE	Services to be Provided	Dollar Value of Services*
4D Engineering, LLC 603 South Lake Drive Lexington, SC 29072	Charlie Deep 803-356-0909	WBE – Protégé	Project Admin, Data Management, Sewer Assessment, Permitting, Construction Admin	\$495,096.00
		Choose an item.		
		Choose an item.		
		Choose an item.		
		Choose an item.		
		Choose an item.		

*Estimated fee; fee may vary based on actual services provided.
Please clearly note the Protégé Firm in the “Group” Column.
Add additional rows as needed.



COLUMBIA
SOUTH CAROLINA

Mentor Protégé Program Implementation Plan

Date: September 14, 2017

Mentor: Brown and Caldwell

Protégé: 4D Engineering

Project Number: SS 7425

Project Name: SSES & Rehab Rocky Branch RB03

Project Contract Amount: \$1,226,800.00

Reference: Business Plan dated October 17, 2014

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.

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

BC has executed a Master Services Agreement with 4D Engineering. This project will be contracted via a task order to that MSA.

4D Engineering will generally be responsible for sewer assessments, field data QA/QC, permits, and construction site visits and construction inspections.

2. How will the goals specified in the MPP Business Plan and MPP Agreement will be implemented via the work on the project? *Address general goals here and specific goals in question 9.*

4D Engineering will gain experience in the assessment of sanitary sewers by managing the field work (MH inspections, smoke testing, CCTV, etc.) and managing the vast volumes of data associated with that work type. 4D will also gain experience in developing rehabilitation plans and insuring implementation is successfully executed by a contractor through inspections.

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 team that would indicate success is being achieved.*

The team will work closely to manage the field services subcontractor and execute the sewer assessment in accordance with the scope of work. We will have regular data deliverables to the Clean Water 2020 program for review. Success will be measured by the quality and completeness of the data, effective communication within the project team, and the value of the experience with this specialty type of work.

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

Mentor: Project team is outlined in Exhibit A of the agreement.

Jay Mazzei - Project Manager

Joshua Standridge - Assist PM & Construction Admin

Wayne Iseman - Client Services

Philip Wall - Construction Admin

Protégé:

Charlie Deep - Project Manager

Joshua Burnette - Project Engineer

Special Arrangements:

Protege will subcontract field assessments to a specialty contractor

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

a. Description of Mentor's responsibilities:

Overall project delivery (see Exhibit A of agreement). Includes quality and completeness of sewer assessments, analysis of data and recommendations for rehabilitation, development of construction contract documents, and construction administration.

b. Description of Protégé's responsibilities on project:

Protege's focus will be on the sewer assessments and quality control of the data stemming from the field work. Protege will also be responsible for permits associated with the rehabilitation and providing regular site visits during construction.

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

Data management will be a team effort. The Mentor and Protege have developed a detailed flow chart outlining the requirements for quality assurance and management. We will also work together during construction administration.

6. What percentage of the project is being implemented by the Protégé?

Protégé Contract Value: \$495,096.00

Percentage of Contract: 40.1% i.e. 37.8%

7. What is the anticipated duration (in months) of each major phase of the project?

During which phases will the Protégé be utilized?

A detailed schedule is included in Exhibit C of the Agreement. The schedule will be updated monthly during the execution of the work. Overall project duration is expected to be 28 months, beginning in December 2019.

Protege will be heavily utilized during the first 6 months and the last 12 months

8. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

Mentor will submit monthly reporting requirements on the utilization of the Protege. Mentor will have monthly progress meetings with the City and will add a reoccurring agenda item to provide a status of the MPP team and identify/address MPP related issues.

9. What are the team's specific goals and milestones for the current project?

- Ensure field data quality and completeness
- Meet established project schedule to ensure compliance with consent decree deadlines
- Identify corrections to mapping for continuity and basin delineations
- Prepare contract documents for rehabilitation that utilize CleanWater 2020 program standards

10. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

- During sewer assessments, Mentor and Protege will meet weekly to review status of data collection and quality control checks. After field work is complete, meetings will be held on a monthly basis.

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

- 4D Engineering will submit invoices monthly to BC, who will include on the next pay application to the City. 4D Engineering will be paid within 10 days of BC receiving payment or within 45 days.

12. Other issues.

None



COLUMBIA
SOUTH CAROLINA

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Brown and Caldwell (Mentor Firm) this 11 day of October, 2017.
Corporate SEAL

By: [Signature]
Title: Project Manager

ATTEST:
By: [Signature]
Title: Vice President

EXECUTED by 4D Engineering (Protégé Firm) this 11 day of October, 2017.
Corporate SEAL

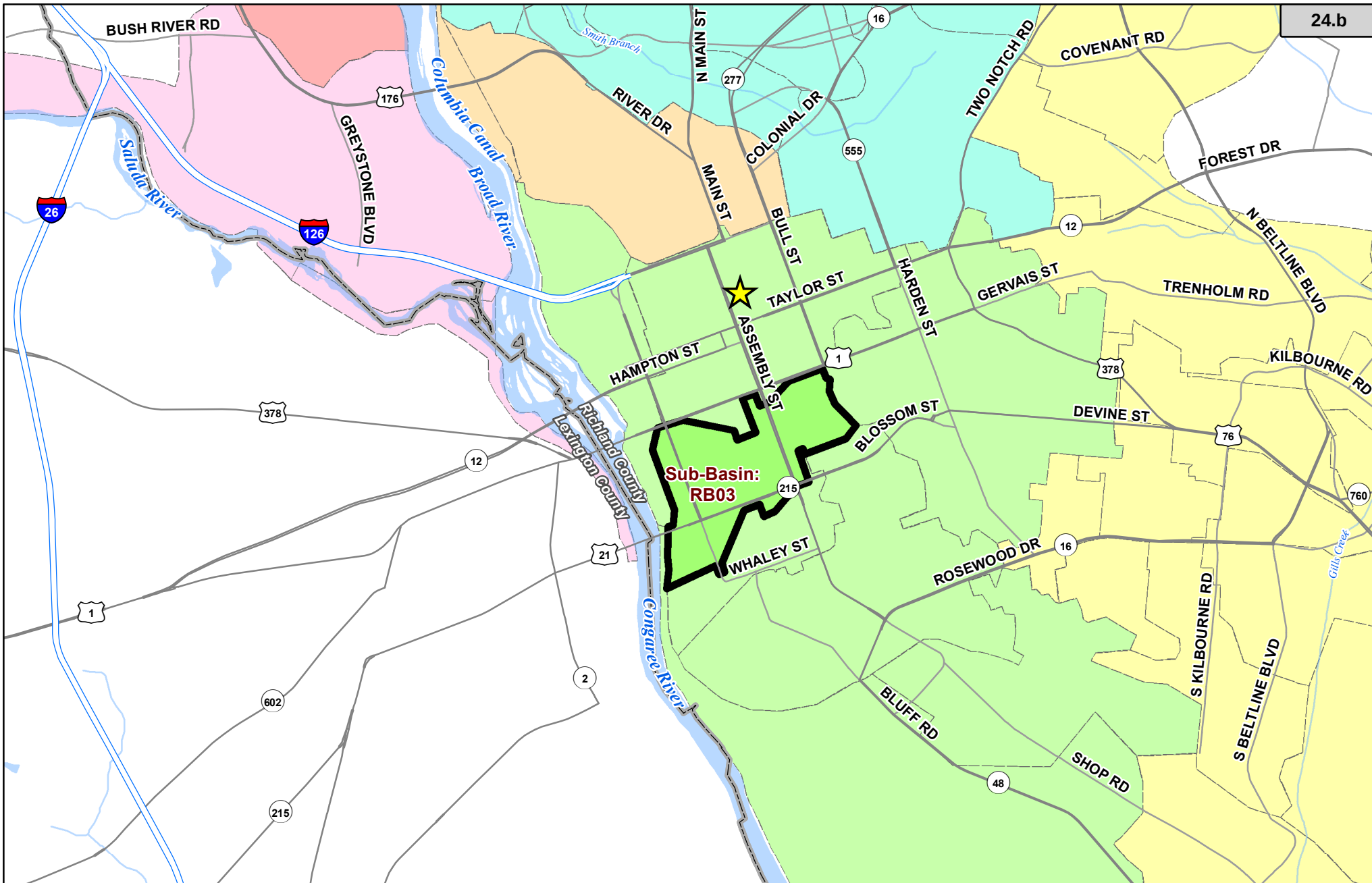
By: [Signature]
Title: Chief Executive Officer

ATTEST:
By: [Signature]
Title: President

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 10th day of October, 2017.

By: Ayisha Driggers
Title: Compliance Administrator



24.b

Clean Water 2020
Columbia's Clear Vision for Clean Water



We Are Columbia

DHM: October 12, 2017
Production Maps/ProjectLocation Maps/CIP/SS7425_RB03_SSES



City Hall



SS7425
RB03



Broad River



Crane Creek



Gills Creek



Mill Creek



Rocky Branch



Saluda River



Smith Branch



West Columbia



1 inch = 4,000 feet

0 1,500 3,000 6,000
Feet

SS7425

Rocky Branch 03 SSES

Prepared For:

Packet Pg. 336



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT - NX
1080 Shop Road; TMS# 11211-07-09

PURPOSE: Ordinance No.: 2017-117 - Annexing and Incorporating NX
1080 Shop Road, Richland County TMS#11211-07-09, into the
Plan Columbia Land Use Plan Putting the Pieces Together
adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 3

Proposal: Request to annex, assign land use classification of
Employment Campus (EC), and assign zoning of Light
Industrial (M-1). The property is currently classified as Mixed
Residential-High Density and zoned Employment Campus
(EC) by Richland County.

Applicant: George McCutchen

Staff Recommendation: Approval

PC Recommendation: 12/04/2017; Approval (8-0)

First reading approval was given on January 16, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX_NX1080_ShopRoad (PDF)
- **#b:** 2017-117 annex-incorporate NX1080 Shop Road (PDF)

HISTORY:

01/16/18

Columbia City Council

APPROVED ON FIRST READING



CITY COUNCIL

January 16, 2018 at 7:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY NX1080 Shop Road; TMS# 11211-07-09

Council District: 3

Proposal: Request to annex, assign land use classification of Employment Campus (EC), and assign zoning of Light Industrial (M-1). The property is currently classified as Mixed Residential-High Density and zoned Employment Campus (EC) by Richland County.

Applicant: George McCutchen

Staff Recommendation: Approval

PC Recommendation: 12/04/2017; Approval (8-0)

ZPH, 1st Reading: 01/16/2018; Pending

2nd Reading: 02/06/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.68 acres
Current Use: Vacant
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Primary Area
Current Richland County Land Use: Mixed Residential-High Density
Proposed Land Use Classification: Employment Campus (EC)
Current Richland County Zoning: Light Industrial District (M-1)
Proposed Zoning: Light Industrial District (M-1)
Census Tract: 117.01

DETERMINATION FOR CITY SERVICES

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

Police

We find that the proposed annexation will result in an increased number of calls for services and will cost the CPD approximately **\$1,500** annually to provide service for the proposed game-day parking based upon current calls for service at similar types of uses in the City of Columbia.

Fire

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

Solid Waste

The anticipated annual cost to Solid Waste would be \$0.00 since service is not generally provided to this type of commercial development.

Engineering

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

Water Customer Care

Annexation will result in an approximately **40% reduction** in water and sewer service rates for the property.

Planning & Development Services

This property is located within a Primary Urban Service Area and we recommend annexation of this property. The estimated annual City property tax revenue generated for this proposed game day parking will be approximately **\$5,500**.

* Estimated City Tax Revenue is based on 2017 millage for real property and calculated as: (((Tax Value*Tax Rate)*City Millage Rate (.0981))-(Tax Value*Local Option Sales Tax Rebate (.002209))).

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

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

Primary areas are made up of land contiguous to the City where services are available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Staff recommends that the subject property be designated as Employment Campus (EC) in The Columbia Plan 2018 Future Land Use Map as shown on the attached map.

Areas dedicated to concentrations of employment uses ranging from professional services, research and development, and light production facilities. They are often designed in parks with internal street networks, extensive green spaces, and large format buildings. These districts are most often found at the urban edge and require large tracts of land. These campuses are comprised primarily of office buildings, including corporate offices, medical or professional offices, medical research facilities, office suites, non-polluting manufacturing, and research and development uses. Redevelopment and infill in these districts with more supporting uses like multi-family residential and other retail/entertainment uses is encouraged with access to multi-modal transit stops in and near the employment campus.

Primary Types

- Medium to High-rise Office/Services
- Medium to Extra Large Format Flex

Secondary Types

- Multi-family Medium to High-rise Mixed-use
- Parking Structures

Tertiary Types

- Small to Large Commercial
- Single-family Attached
- Small to High-rise Multi-family
- Parking Lots

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

The subject property is not located within the study area of a current neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

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

The proposed City of Columbia zoning district is Light Industrial District (M-1).

Light Industrial District (M-1)

The M-1 district is intended to accommodate wholesaling, distribution, storage, processing, light manufacturing and general commercial uses. Certain related structures and uses required to serve the needs of such uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

STAFF RECOMMENDATION

Staff recommends City Council annex the referenced property, assign future land use classification of Employment Campus (EC), and assign zoning of Light Industrial (M-1) at the time of annexation.



Future Land Use Map

NX1080 Shop Road; TMS# 11211-07-09;
Existing FLU: Mixed Residential-High Density; Proposed FLU: EC

25.a

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 Urban Edge Community Activity Center
-  UCAC-3 Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson

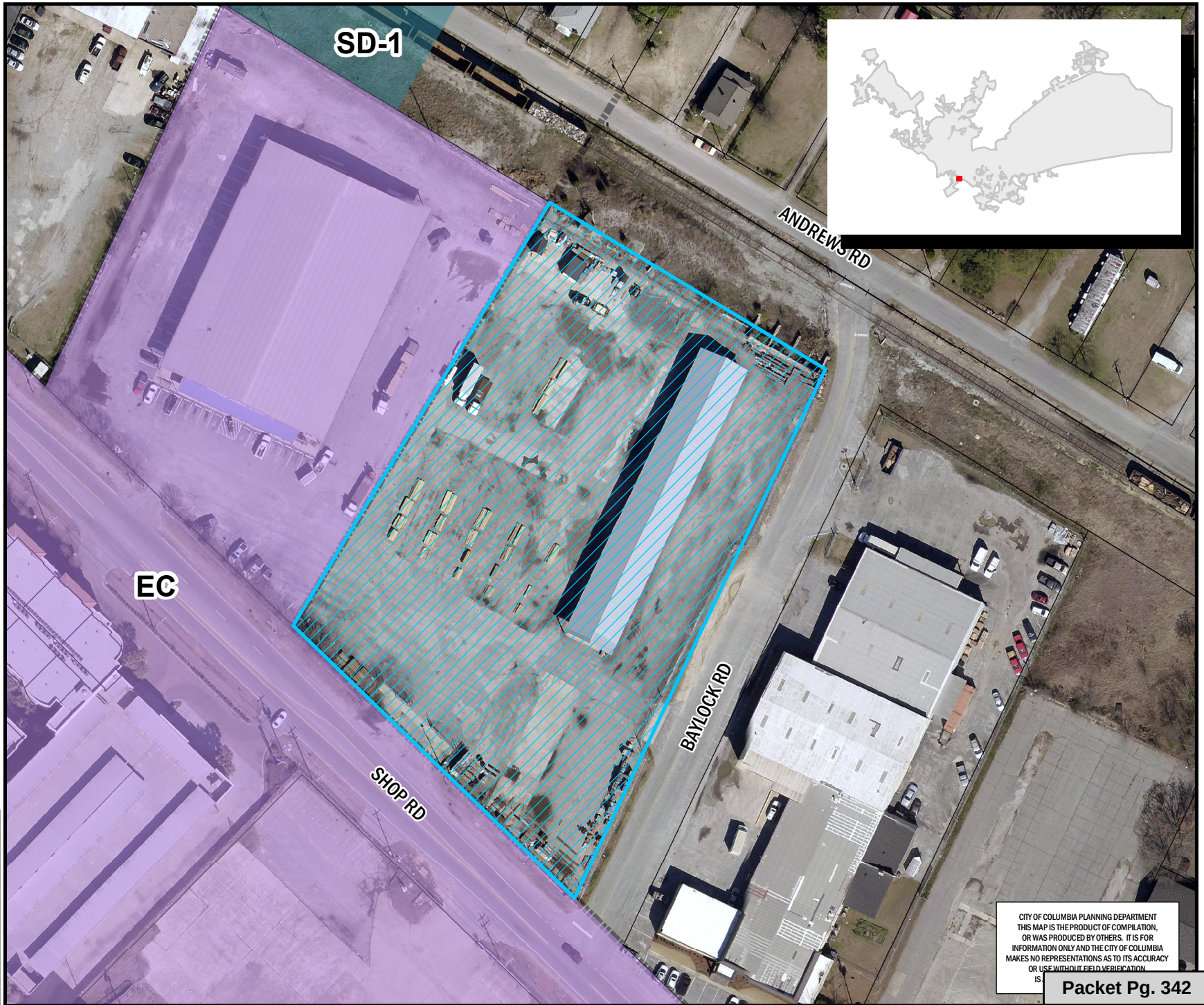


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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
November 14, 2017



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.

Packet Pg. 342

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

NX1080 Shop Road; TMS# 11211-0
Existing Zoning: M-1, Proposed Zoning: M-1

25.a

Legend

CITY LIMITS
 PARCELS

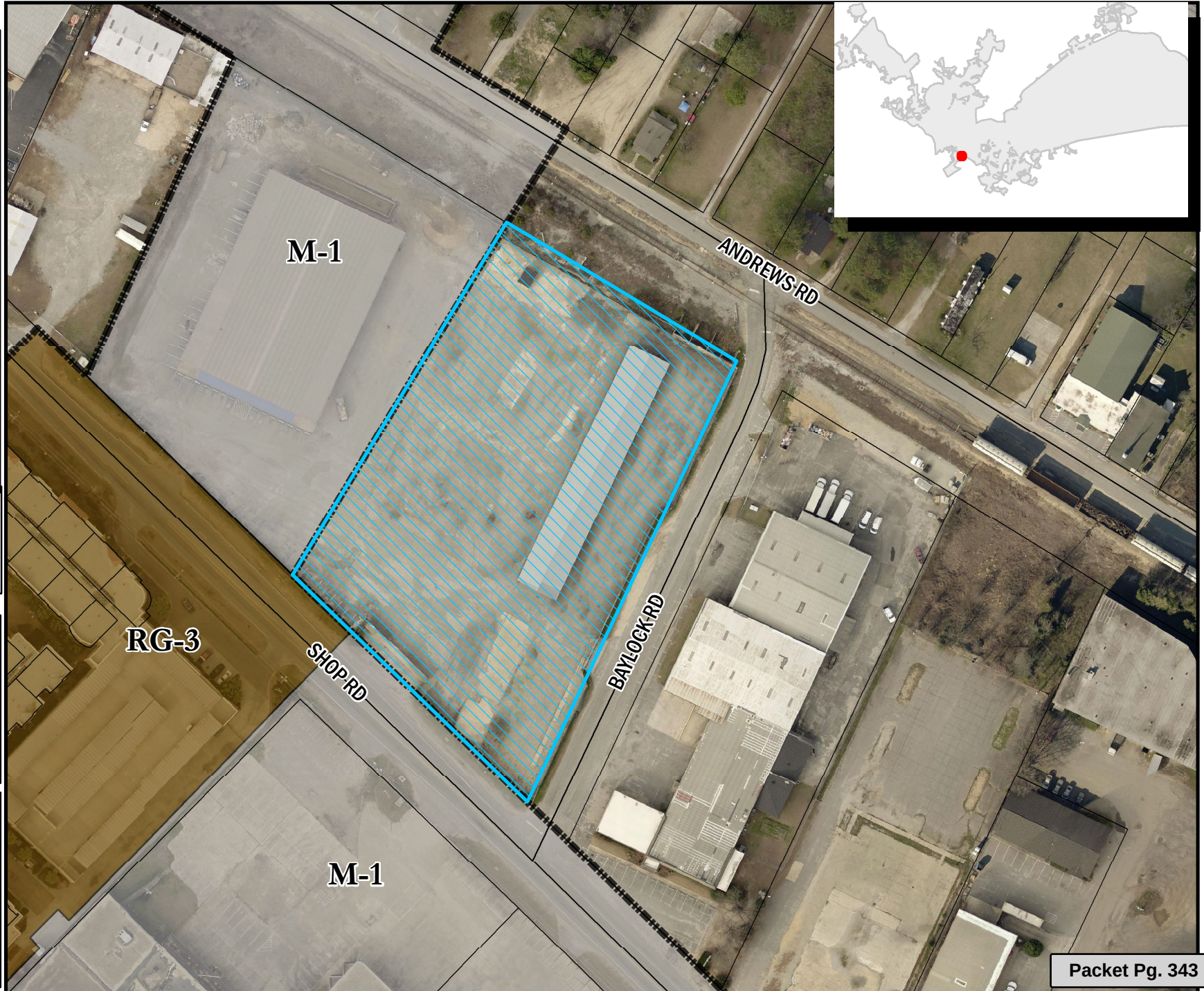
	D-1		C-1
	RS-1		C-2
	RS-1A		C-3
	RS-1B		C-3A
	RS-2		C-4
	RS-3		C-5
	RD		M-1
	RD-2		M-2
	RG-1		PUD-C
	RG-1A		PUD-LS
	RG-2		PUD-LS-E
	RG-3		PUD-LS-R
	UTD		PUD-R
	MX-1		OUT OF CITY
	MX-2		

0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
November 14, 2017

DISCLAIMER:
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MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: November 14, 2017
 RE: **Property Addresses:** NX1080 Shop Road
Richland County TMS#: 11211-07-09
Owner(s): 1080 Shop Road LLC
Current Use: Vacant
Proposed Use: Commercial
Current County Land Use: Mixed Residential – High Density
Proposed City Land Use: Employment Campus (EC)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial (M-1)
Reason for Annexation: Municipal Services/Primary Area
City Council District: 3
Census Tract: 117.01

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

Planning & Development Services staff will see to it that this matter is placed on the **December 4, 2017** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

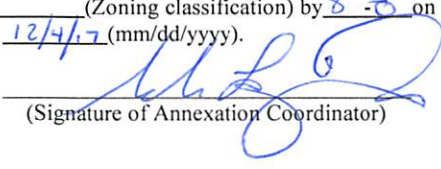
/atl

Attachments

cc:	S. Allison Baker, Sr. Assistant City Manager Clint Shealy, Assistant City Manager Aubrey Jenkins, Fire Chief Joseph Jacob, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Gloria Saaed, Community Development Director Sidra Nelson, Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Carolyn Wilson, Police Planning & Research Alfreda Tindall, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager William Holbrook, Police Chief Teresa Knox, City Attorney Dana Higgins, Director, Engineering Jan Alonso, Finance Director Jeff Palen, Assistant City Manager/CFO George Adams, Fire Marshal Brian Cook, Zoning Administrator Kimberly Gathers, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Zach Kay, Dev. Center Administrator
-----	--	--

Planning Commission Land Use Recommendation: EC (Land Use classification) by 8-0 on 12/4/17 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: M-1 (Zoning classification) by 8-0 on 12/4/17 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

ORDINANCE NO.: 2017-117

*Annexing and Incorporating NX 1080 Shop Road, Richland County TMS#11211-07-09,
into the Plan Columbia Land Use Plan Putting the
Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015*

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

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

WHEREAS, City Council adopted the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2018, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be zoned Light Industrial (M-1), apportioned to City Council District 3, Census Tract 117.01, contains 2.68 acres, and shall be assigned a land use classification of Employment Campus (EC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11211-07-09

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

Requested by:

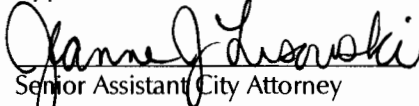
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Senior Assistant City Attorney

Introduced:

Final Reading:

ATTEST:

City Clerk

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2017-117

All that certain piece, parcel and tract of land, with improvements thereon, if any, situate, lying and being on Shop Road near the City of Columbia, County of Richland, State of South Carolina, containing 2.68 acres and shown as Parcel B on a plat prepared for Pavilion BHP-Columbia, LC by Lindler Surveying, Inc. dated November 22, 2016, and recorded in the Register of Deeds for Richland County in Plat Book 2173 at page 3913. The plat is incorporated into this description by this reference and the tract has the size, shape, metes, bounds, location and dimensions as shown on the plat.



Future Land Use Map

NX1080 Shop Road; TMS# 11211-07-09;
Existing FLU: Mixed Residential-High Density; Proposed FLU: EC

25.b

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-
-  UCMR-1 - Urban Core Mixed Residential-1
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-  UEMF - Urban Edge Multi-Family
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-  AC-3 - Regional Activity Corridor
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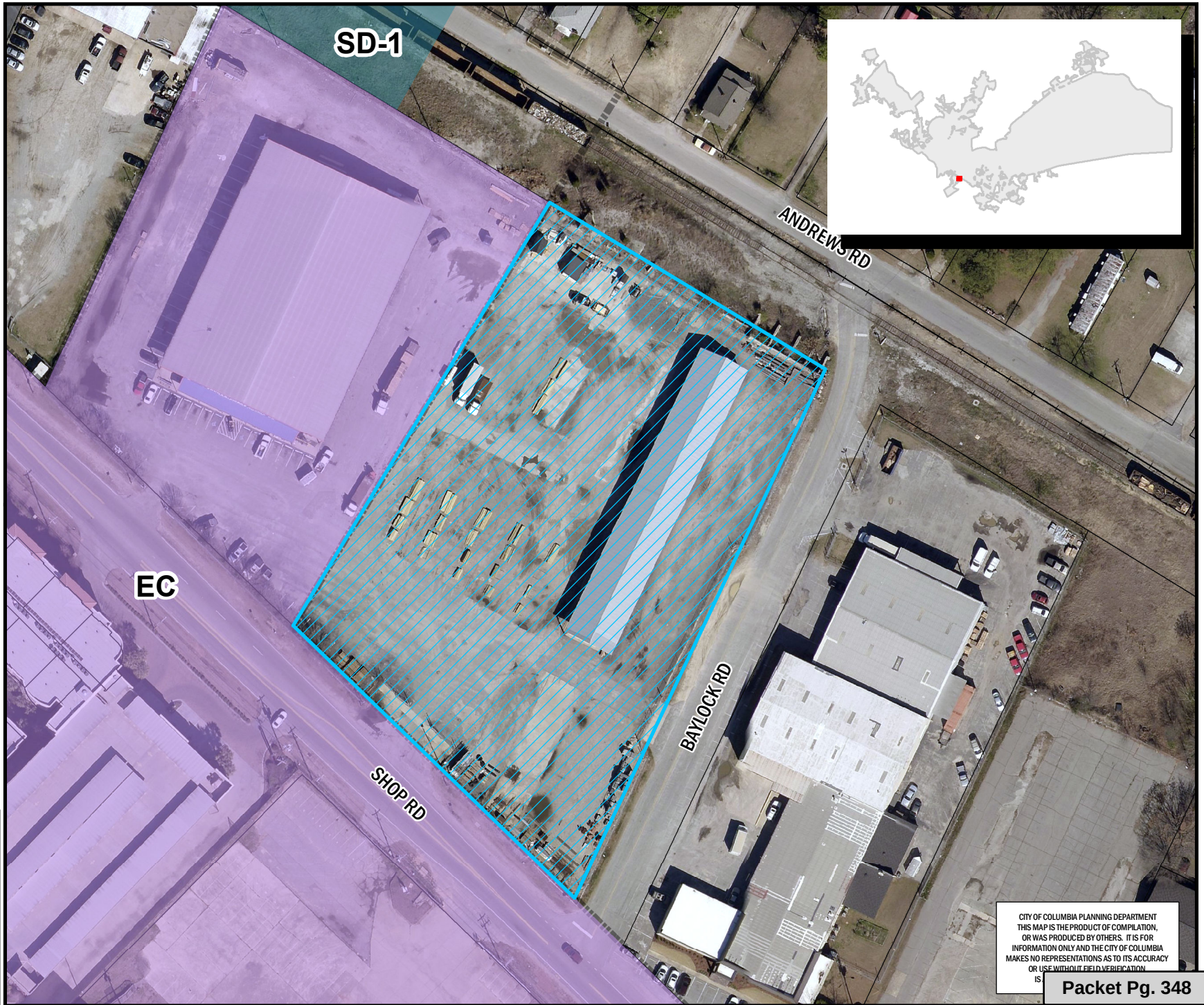


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Feet

ORIGINAL PREPARATION/DATE:
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Shane Shaughnessy
November 14, 2017



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IS

Packet Pg. 348

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

NX1080 Shop Road; TMS# 11211-0
Existing Zoning: M-1, Proposed Zoning: M-1

25.b

Legend

 CITY LIMITS

 PARCELS

 D-1	 C-1
 RS-1	 C-2
 RS-1A	 C-3
 RS-1B	 C-3A
 RS-2	 C-4
 RS-3	 C-5
 RD	 M-1
 RD-2	 M-2
 RG-1	 PUD-C
 RG-1A	 PUD-LS
 RG-2	 PUD-LS-E
 RG-3	 PUD-LS-R
 UTD	 PUD-R
 MX-1	 OUT OF CITY
 MX-2	

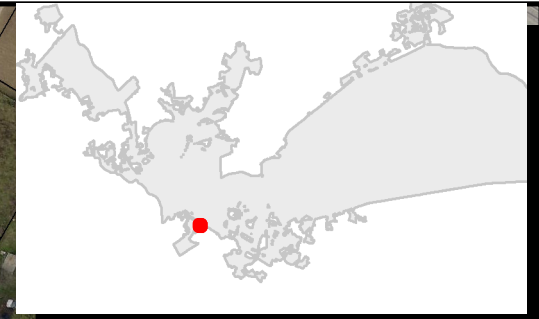
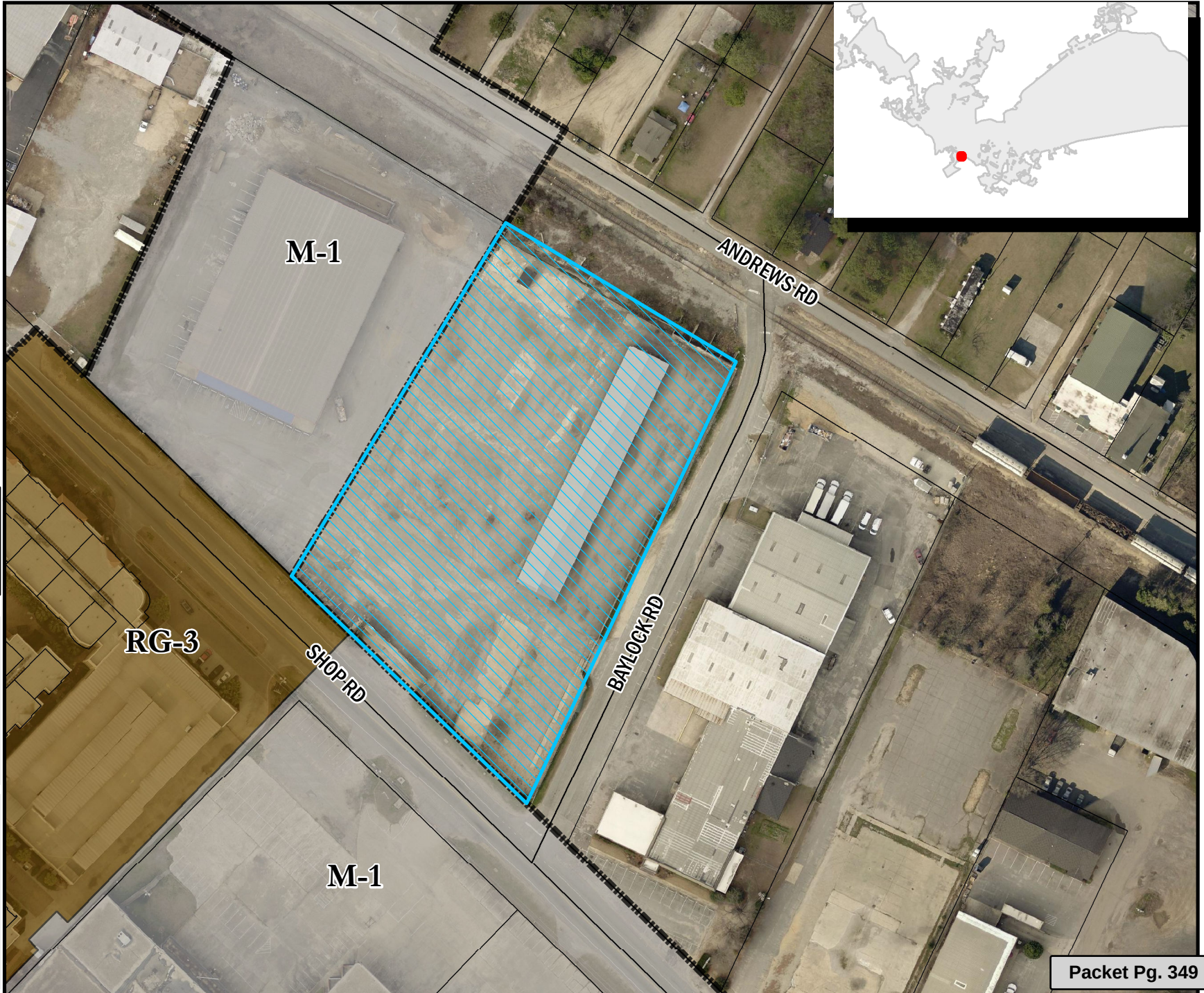


0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
November 14, 2017

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or tract of land, together with improvements thereon, situate, lying and being on Shop Road near the City of Columbia, County of Richland, State of South Carolina, containing 2.68 acres and shown as Parcel B on a plat prepared for Pavilion BHP-Columbia, LLC, by Lindler Surveying, Inc. dated November 22, 2016, and recorded in the Register of Deeds Office for Richland County in Plat Book 2173 at page 3913. The plat is incorporated into this description by this reference and the tract has the size, shape, metes, bounds, location and dimensions as shown on the plat.

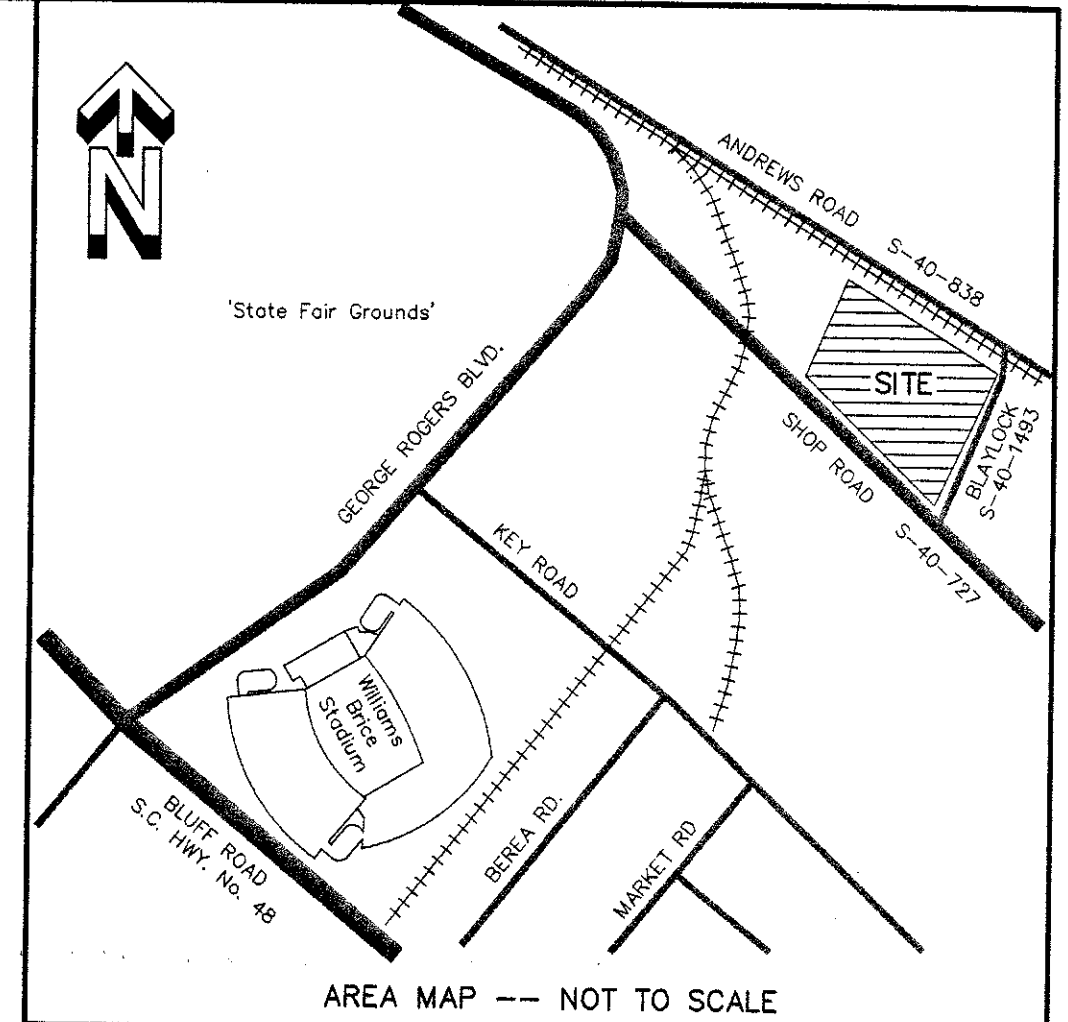
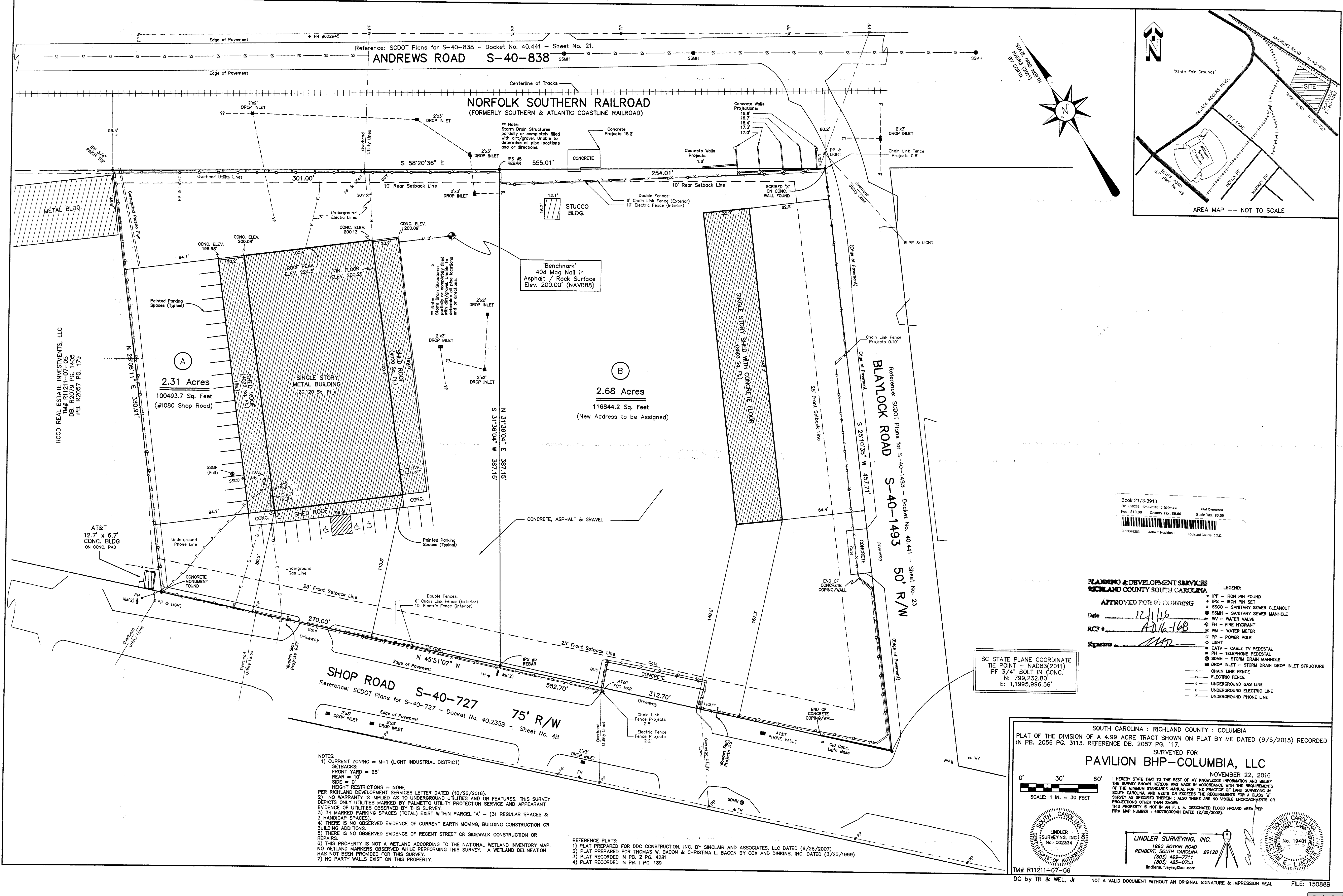
Richland County TMS: 11211-07-09

Property Address: NX1080 Shop Road

1080 Shop Road LLC

BY: MC
 George McCutchen, Managing Member

Date: 11/6/17



Book 2173-3913
20160902/12/20/2016 12:50:06/457
Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00
20160902/12/20/2016 12:50:06/457
John T. Hopkins II Richland County R.O.D.

- PLANNING & DEVELOPMENT SERVICES**
RICHLAND COUNTY SOUTH CAROLINA
- APPROVED FOR RECORDING**
- Date: 12/11/16
RCF #: AD16-168
Signature: [Signature]
- LEGEND:**
- IPF - IRON PIN FOUND
 - IPS - IRON PIN SET
 - SSCO - SANITARY SEWER CLEANOUT
 - SSMH - SANITARY SEWER MANHOLE
 - WV - WATER VALVE
 - FH - FIRE HYDRANT
 - WM - WATER METER
 - PP - POWER POLE
 - LIGHT - CABLE TV PEDESTAL
 - PH - TELEPHONE PEDESTAL
 - SDMH - STORM DRAIN MANHOLE
 - DROP INLET - STORM DRAIN DROP INLET STRUCTURE
 - CH - CHAIN LINK FENCE
 - EF - ELECTRIC FENCE
 - UG - UNDERGROUND GAS LINE
 - UE - UNDERGROUND ELECTRIC LINE
 - UP - UNDERGROUND PHONE LINE

SC STATE PLANE COORDINATE
TIE POINT - NAD83(2011)
IPF 3/4" BOLT IN CONC.
N: 799,232.80'
E: 1,199,996.56'

SHOP ROAD S-40-727
Reference: SCDOT Plans for S-40-727 - Docket No. 40.2358 - Sheet No. 4B
75' R/W

NOTES:

- 1) CURRENT ZONING = M-1 (LIGHT INDUSTRIAL DISTRICT)
- 2) SETBACKS:
FRONT YARD = 25'
REAR = 10'
SIDE = 0'
- 3) HEIGHT RESTRICTIONS = NONE
- 4) PER RICHLAND DEVELOPMENT SERVICES LETTER DATED (10/26/2016).
- 5) NO WARRANTY IS IMPLIED AS TO UNDERGROUND UTILITIES AND OR FEATURES. THIS SURVEY DEPICTS ONLY UTILITIES MARKED BY PALMETTO UTILITY PROTECTION SERVICE AND APPARENT EVIDENCE OF UTILITIES OBSERVED BY THIS SURVEY.
- 6) 34 MARKED PARKING SPACES (TOTAL) EXIST WITHIN PARCEL 'A' - (31 REGULAR SPACES & 3 HANDICAP SPACES).
- 7) THERE IS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
- 8) THERE IS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
- 9) THIS PROPERTY IS NOT A WETLAND ACCORDING TO THE NATIONAL WETLAND INVENTORY MAP. NO WETLAND MARKERS OBSERVED WHILE PERFORMING THIS SURVEY. A WETLAND DELINEATION HAS NOT BEEN PROVIDED FOR THIS SURVEY.
- 10) NO PARTY WALLS EXIST ON THIS PROPERTY.

REFERENCE PLATS:

- 1) PLAT PREPARED FOR DDC CONSTRUCTION, INC. BY SINCLAIR AND ASSOCIATES, LLC DATED (6/28/2007)
- 2) PLAT PREPARED FOR THOMAS W. BACON & CHRISTINA L. BACON BY COX AND DINKINS, INC. DATED (3/25/1999)
- 3) PLAT RECORDED IN PB. 2 PG. 4281
- 4) PLAT RECORDED IN PB. 1 PG. 189

SOUTH CAROLINA : RICHLAND COUNTY : COLUMBIA

PLAT OF THE DIVISION OF A 4.99 ACRE TRACT SHOWN ON PLAT BY ME DATED (9/5/2015) RECORDED IN PB. 2056 PG. 3113. REFERENCE DB. 2057 PG. 117.

SURVEYED FOR

PAVILION BHP-COLUMBIA, LLC

NOVEMBER 22, 2016

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 'B' SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

THIS PROPERTY IS NOT IN AN F.I.A. DESIGNATED FLOOD HAZARD AREA PER FIRM MAP NUMBER : 4507920094H DATED (2/20/2002).

SCALE: 1 IN. = 30 FEET

TM# R11211-07-06

DC by TR & WEL, Jr

NOT A VALID DOCUMENT WITHOUT AN ORIGINAL SIGNATURE & IMPRESSION SEAL

FILE: 15088B

Packet Pg. 351



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-008 - Authorizing the City Manager to execute a Seventh 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

PURPOSE: First reading approval was given on March 20, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2018-008 Old Boy Properties LLC lease (PDF)

HISTORY:

03/20/18

Columbia City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2018-008

Authorizing the City Manager to execute a Seventh 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 _____, 2018, that the City Manager is authorized to execute the attached Seventh 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:


Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

SEVENTH AMENDMENT OF HUNTING LEASE

THIS SEVENTH 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,

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, 2018, and expiring on March 31, 2020.

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 Seventh Amendment as of the day and year first above written.

Witnesses:

CITY OF COLUMBIA

By: _____

Teresa B. Wilson

Its: City Manager

Date: _____

OLD BOY PROPERTIES, LLC

By: _____

Print Name: _____

Its: _____

Date: _____

APPROVED AS TO FORM

3/8/18
Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-009 - Granting encroachment to Central Midlands Transit Authority – The COMET for the use of the right of way areas of the 5500 block of Ring Road for the installation and maintenance of a Bus Shelter, sidewalk, cart coral and landscaping adjacent to 5590 Ring Road, Richland County TMS#16710-02-04

PURPOSE: First reading approval was given on March 20, 2018.

FINANCIAL IMPACT:

STRATEGIC GOALS: Foster a healthy quality of life

ATTACHMENTS:

- **#a:** Ordinance_2018_009 (PDF)

HISTORY:

03/20/18

Columbia City Council

APPROVED ON FIRST READING

ORDINANCE NO. 2018-009

Granting encroachment to Central Midlands Transit Authority – The COMET for the use of the right of way areas of the 5500 block of Ring Road for the installation and maintenance of a Bus Shelter, sidewalk, cart coral and landscaping adjacent to 5590 Ring Road, Richland County TMS#16710-02-04

WHEREAS, the Central Midlands Transit Authority – The COMET (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 5500 block of Ring Road adjacent to 5590 Ring Road for the installation and maintenance of a concrete pad approximately five (5') feet in width and thirty (30') feet in length; an enclosed aluminum bus shelter approximately five (5') feet in width, seventeen (17') feet in length and eight (8') feet in height; sidewalks approximately five (5') feet in width and one hundred (100') feet in length; three (3) bicycle racks; a cart corral approximately three (3') feet in width and seven (7') feet in length; approximately five (5') feet in width and sixteen (16') feet in length future shelter location expansion area; and intersection and landscaping improvements, as shown on the attached drawing; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2018, that Grantee is hereby granted the right to use the right of way areas of the 5500 block of Ring Road adjacent to 5590 Ring Road for the installation and maintenance of a concrete pad approximately five (5') feet in width and thirty (30') feet in length; an enclosed aluminum bus shelter approximately five (5') feet in width, seventeen (17') feet in length and eight (8') feet in height; sidewalks approximately five (5') feet in width and one hundred (100') feet in length; three (3) bicycle racks; a cart corral approximately three (3') feet in width and seven (7') feet in length; approximately five (5') feet in width and sixteen (16') feet in length future shelter location expansion area; and intersection and landscaping improvements, as shown on the attached drawing.

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all upkeep and maintenance of the improvements, and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for all costs and repair of the improvements within the right of way area should the City have to dig in the area or remove any part thereof for maintenance to City water and or sewer lines.
4. Irrigation must be designed to avoid spraying walkways, sidewalk and streets and/or creating hazardous conditions upon walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, his successors and assigns.

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

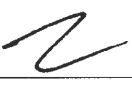
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2018-009**



**5500 BLOCK OF RING ROAD
ADJACENT TO 5590 RING ROAD
FOR INSTALLATION AND MAINTENANCE OF BUS SHELTER, SIDEWALK AND
ROADWAY IMPROVEMENTS
CENTRAL MIDLANDS TRANSIT AUTHORITY – THE COMET**

Subject Property:	Right-of-way adjacent to 5500 block of Ring Road adjacent to Fatz Café at 5590 Ring Road
Council District:	4
Proposal:	Request approval for the installation and maintenance of a bus shelter, sidewalk and roadway improvements
Applicant:	Central Midlands Transit Authority – The COMET
Staff Recommendation:	Approval

Detail:	The applicant is requesting an encroachment ordinance for the installation and maintenance of a concrete pad approximately (5') five feet in width (30') thirty feet in length, enclosed aluminum bus shelter approximately (5') five feet in width (17') seventeen feet in length (8') eight feet in height, sidewalks (5') five feet in width (100') feet in length, (3) three bicycle racks, cart corral, future shelter location (5') five feet in width (16') sixteen feet in length and intersection improvements, as shown on the attached drawing; Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all upkeep and maintenance of the improvements, and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for all costs and repair of the improvements within the right of way area should the City have to dig in the area or remove any part thereof for maintenance to City water and or sewer lines. 4. Irrigation must be designed to avoid spraying walkways, sidewalk and streets and/or creating hazardous conditions upon walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
----------------	--

CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development Services	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.



Streets

Private

Tax Parcel

Comet Bus Shelter
City of Columbia

Street Ownership

City of Columbia

State

County

Federal

University of South Carolina

Working

Interstates

Major Streets

CITY OF COLUMBIA
GIS DATA DISCLAIMER:

The City of Columbia GIS data represented on this map or plan is the product of the compilation of data produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.

This map was prepared using the City GIS Viewer:

City of Columbia - GIS Division
Wednesday, December 13, 2017



**REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE
(INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)**

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or calimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: 10/31/2017 Property Owner: City of Columbia
 Business Name/Applicant's Name if different than owner: Central Midlands Transit Authority-The COMET
 Contact Information: Telephone Number: (803) 255-7133 Fax Number: _____
 Mailing address: 3613 Lucius Rd E-mail address: zmcghee@davisfloyd.com
 Business Name/Development Name for Encroachment: Central Midlands Transit Authority-The COMET
 Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers ☒ Sidewalk/Walkway
☐ Planters ☐ Awning ☐ Underground Utilities ☐ Other: Bus Shelter
 Dimensions (height/width/length): 6"x15'x62' Concrete Pad
(i.e. 6'x42' wooden privacy fence; 6"x5'x77' Sidewalk
two 12'x4'x3' concrete steps) 9'x5'x30' Bus Shelter
 Construction material: Shelter-Aluminum Frame with Safety Glass Panels

OUTDOOR DINING: The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: N/A

Posted Maximum Capacity Allowance (inside/outside combined): N/A No. of chairs outdoors: N/A No. of Tables Outdoors: N/A

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: N/A If not, do you intend to apply for an ABL license? N/A

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title:
Date:

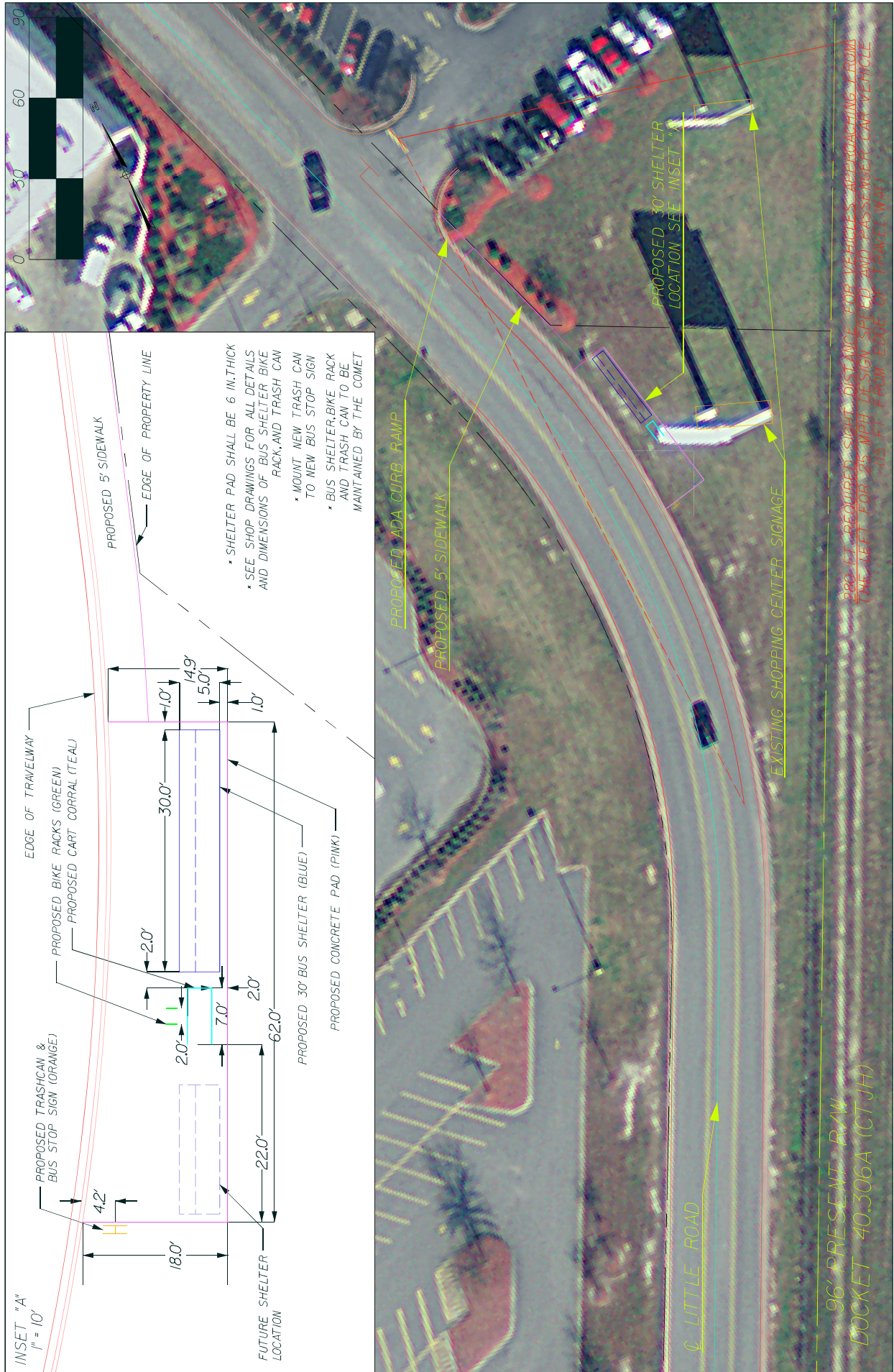
I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

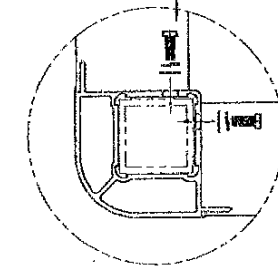
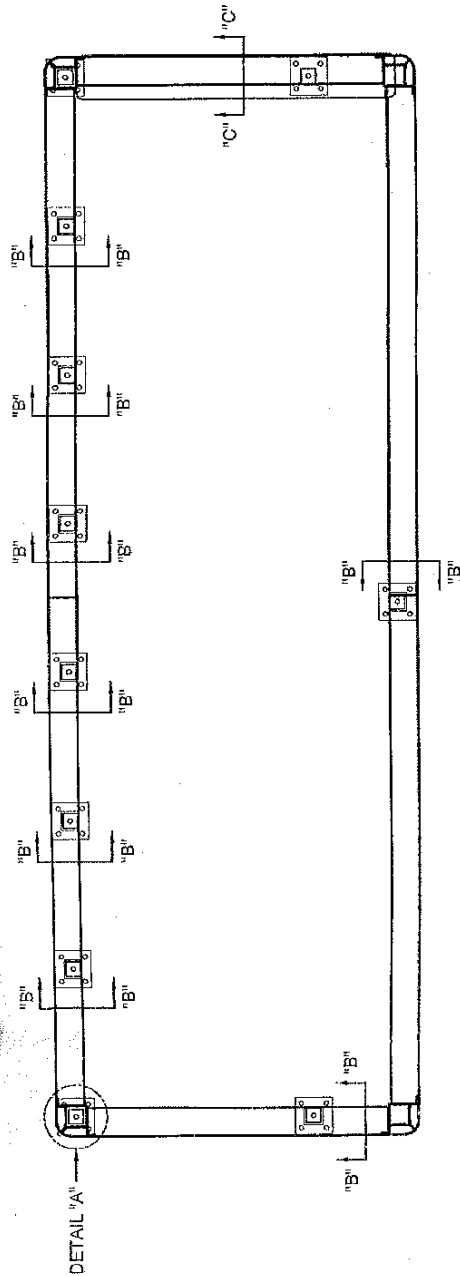
Name/Title:
Date:

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

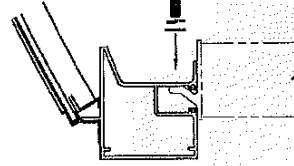
CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-255-8935	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jthompson@columbiasc.net
Zach Kay	Development Services (Development Center)	803-545-3420	803-733-8699	zpkay@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Lucinda Staller	Development Services (Urban Design)	803-545-0229	803-733-8647	lsstaller@columbiasc.net
Jerry Thompson	Development Services (Commercial Plan Review)	803-545-3420	803-733-8647	jthompson@columbiasc.net
Scott Holder	Development Services (Landscaping)	803-545-3218	803-255-8935	jsholder@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweatt	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddbrewer@columbiasc.net
Sara Hollar	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	sehollar@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	calimmons@columbiasc.net
Kris Scott	Fire Department	803-545-3736	803-401-8839	cfkdscott@columbiasc.net
Linda Matney	Parking Services	803-545-3070	803-733-8523	lsmatney@columbiasc.net

LR: 1/2017

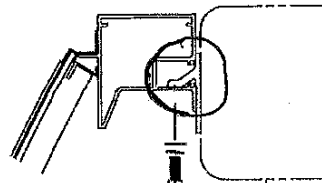




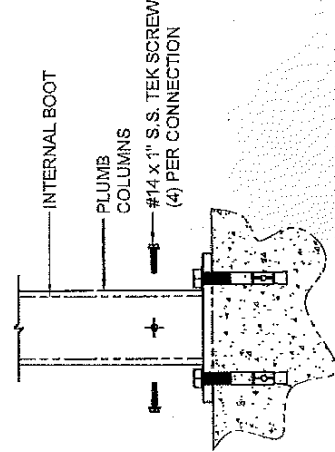
DETAIL "A"
TYP. (2)



SECTION "B-B"
TYP. ALL "B" COLUMNS



SECTION "C-C"



- SET ROOF ONTO COLUMNS.
- SECURE COLUMNS THROUGH HEADERS AND CORNERS USING (1) 3/8-16 x 1" S.S. HEX HEAD BOLT, WITH WASHER, & LOCK WASHER PER CLEARANCE HOLE.
- SECURE AD BOX TO HEADER USING (1) 3/8-16 x 1" S.S. HEX HEAD BOLT, WITH WASHER, & LOCK WASHER PER CLEARANCE HOLE.
- LEVEL SHELTER AND AD BOX.
- PLUMB COLUMNS.
- SECURE COLUMNS AND AD BOX TO ANCHOR BOOTS USING (1) #14 x 1" S.S. HEX HEAD TEK SCREW PER CLEARANCE HOLE.

BRASCO INTERNATIONAL, INC.

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MADISON HEIGHTS, MICHIGAN 48071
1-800-893-3665 WWW.BRASCO.COM

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SIGNED:

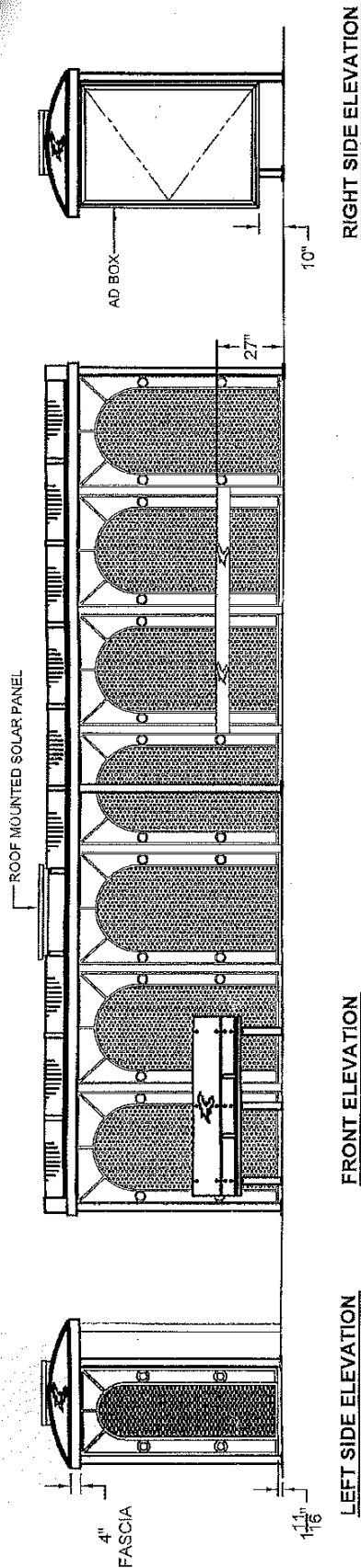
DATE:

CUSTOMER: CENTRAL MIDLANDS TRANSIT

PROJECT: INSTALLATION INSTRUCTIONS

MODEL: PERFORATED WALL FRAME INSTALL

ENGINEER: HAUS
DATE: 7-21-14
CHECKER: BDH
DATE: 7-22-14
SHEET #: 3763
JOB #: 3763
INSTALL-6



QUANTITY (1) SHELTER THUS

SPECIFICATIONS:

- RAL9017 TRAFFIC BLACK POWDER COATED ALUMINUM STRUCTURE
- VICTORIAN PATTERN PERFORATED METAL WALL PANELS
- BRONZE TWINWALL BARREL VAULT ROOF
- (2) SIDED *NON-LIT* AD BOX (RIGHT SIDE WALL)
- ROOF MOUNTED SOLAR LIGHTING PACKAGE
- FREE STANDING TRASH RECEPTACLE (NOT SHOWN - LOCATE AS NEEDED)
- NO SMOKING SIGN (NOT SHOWN - LOCATE AS NEEDED)
- 6' FOOT GREY HDPE PEDESTAL BENCH WITH BACKREST & ARMRESTS
- GREY HDPE LEAN RAIL

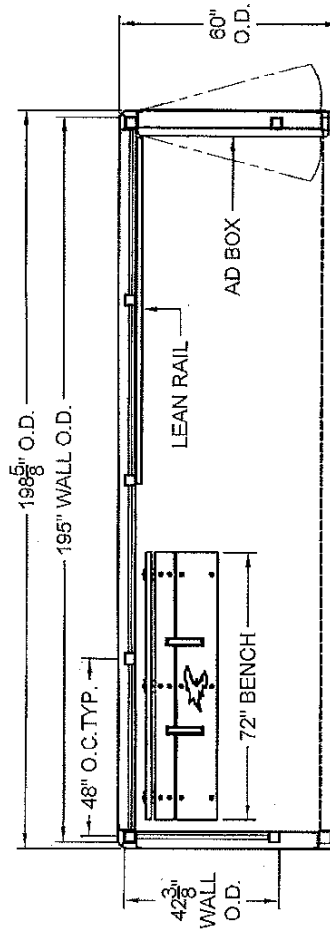
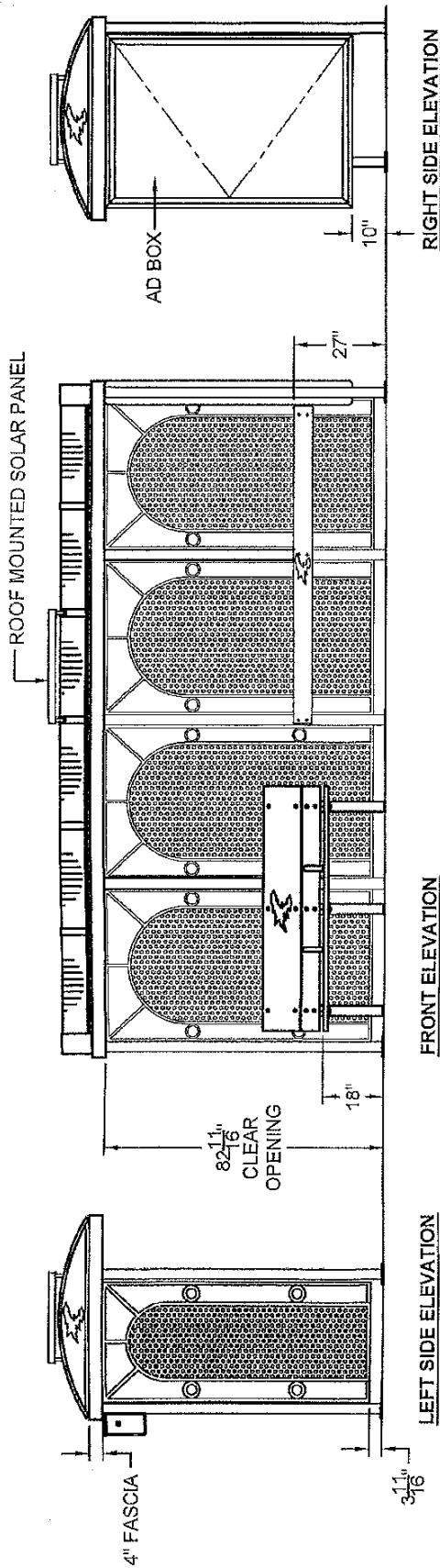
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SIGNED: _____ DATE: _____

CUSTOMER:	CENTRAL MIDLANDS TRANSIT	ENGINEER:	HAUS
PROJECT:	BARREL VAULT STYLE TRANSIT SHELTER	DATE:	5-16-14
MODEL:	TECHLINE SERIES #TL530-OF	CHECKER:	SJT
		DATE:	6-4-14
		JOB #	3763B
		SHEET #	3763B-1



QUANTITY (1) SHELTER THUS

SPECIFICATIONS:

- RAL9017 TRAFFIC BLACK POWDER COATED ALUMINUM STRUCTURE
- VICTORIAN PATTERN PERFORATED METAL WALL PANELS
- BRONZE TWINWALL BARREL VAULT ROOF
- (2) SIDED NON-LIT AD BOX (RIGHT SIDE WALL)
- ROOF MOUNTED SOLAR LIGHTING PACKAGE
- FREE STANDING TRASH RECEPTACLE (NOT SHOWN - LOCATE AS NEEDED)
- NO SMOKING SIGN (NOT SHOWN - LOCATE AS NEEDED)
- 4\"/>

PLAN VIEW

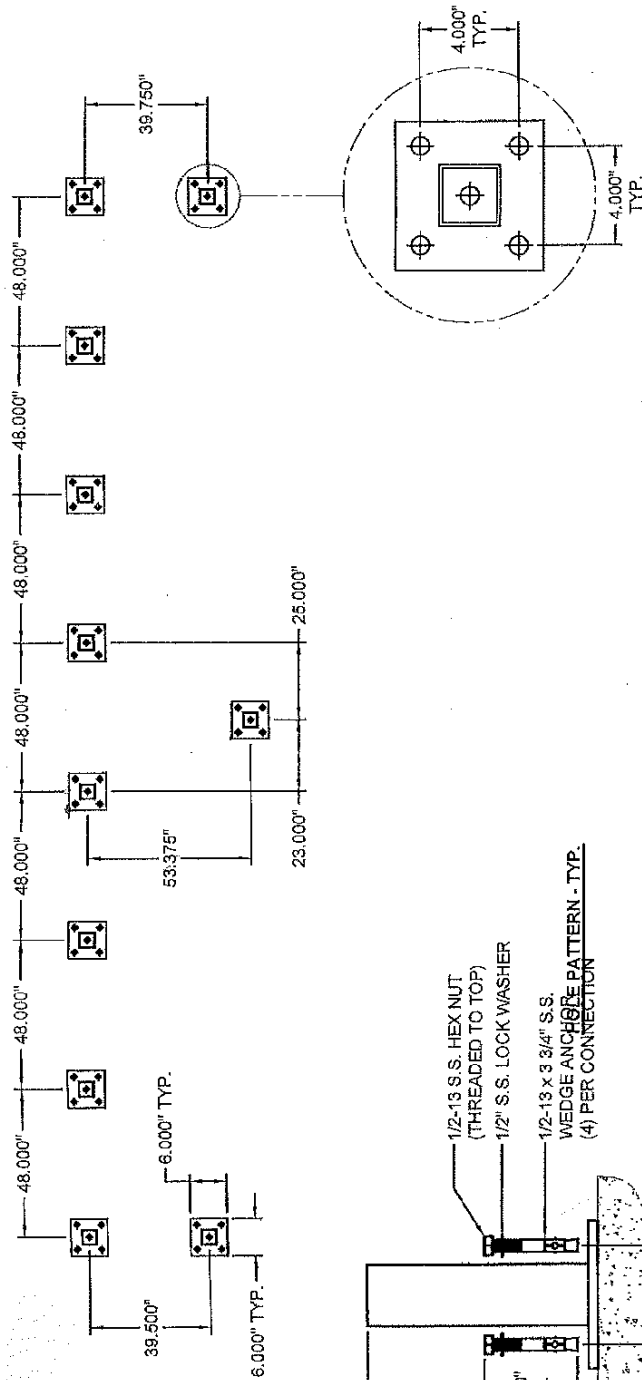
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 S, MICHIGAN 48071
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SIGNED: _____

DATE: _____

CUSTOMER:	BRASCO INTERNATIONAL	ENGINEER:	HAUS
PROJECT:	BARREL VAULT STYLE TRANSIT SHELTER	DATE:	5-16-14
MODEL:	TECHLINE SERIES #TL516-OF	CHECKER:	SJT
		DATE:	5-2-14
		JOB #	3763A
		SHEET #	3763A-1



ANCHOR BOOT DETAIL - TYP.

- FOLLOW ANCHOR BOOT LAYOUT TO LOCATE ANCHOR BOOTS.
- MARK ALL HOLE LOCATIONS AND MOVE ANCHOR BOOT OUT OF THE WAY.
- DRILL A $\varnothing 1/2$ " HOLE IN CONCRETE USING A CARBIDE BIT AND A HAMMER DRILL. THE HOLE NEEDS TO BE DRILLED A MIN. DEPTH OF $3 1/2$ " IN ORDER TO ALLOW SPACE FOR DEBRIS TO FALL DURING THE INSTALLATION PROCESS.
- BEFORE INSERTING THE WEDGE ANCHOR IT IS IMPORTANT TO CLEAN DEBRIS FROM THE HOLE USING A WIRE BRUSH, VACUUM OR COMPRESSED AIR TO ENSURE THAT THE HOLE IS CLEAN OF ANY DEBRIS. THIS STEP IS CRITICAL FOR SUCCESSFUL ANCHOR INSTALLATION.
- PUT THE WASHER AND LOCK WASHER ON THE WEDGE ANCHOR AND THREAD THE NUT ON. IT IS IMPORTANT TO MAKE SURE THAT THE NUT IS THREADED SO THAT THE TOP OF IT IS LEVEL WITH THE TOP OF THE WEDGE ANCHOR IN ORDER TO HELP PROTECT THE THREADS FROM ANY DAMAGE WHILE HAMMERING THE ANCHOR INTO THE HOLE.
- REPLACE ANCHOR BOOT AND ALIGN WITH HOLES.
- INSERT THE WEDGE ANCHOR WITH THE CLIP END FIRST THROUGH THE BOOT AND INTO HOLE IN THE CONCRETE. USING A HAMMER, HIT THE WEDGE ANCHOR AND NUT WITH SHARP BLOWS UNTIL THE WASHER AND NUT ARE SNUG AGAINST THE ANCHOR BOOT PLATE.
- DO NOT FULLY TIGHTEN THE NUTS UNTIL THE WALLS ARE ASSEMBLED AND THE ROOF IS IN PLACE.

BRASCO INTERNATIONAL, INC.
 32400 INDUSTRIAL DRIVE
 MADISON HEIGHTS, MICHIGAN 48071
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SIGNED: _____ DATE: _____

CUSTOMER:	CENTRAL MIDLANDS TRANSIT	ENGINEER:	HAUS
PROJECT:	INSTALLATION INSTRUCTIONS	DATE:	7-21-14
MODEL:	ANCHOR BOOT LAYOUT	CHECKER:	BDH
		DATE:	7-22-14
		JOB #	3763
		SHEET #:	INSTALL-1



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-011 - Granting an encroachment to Historic Columbia Foundation for the use of the right of way area of the 1700 block of Henderson Street for the installation and maintenance of a wooden utility pole and conduit adjacent to 1615 Blanding Street Richland County TMS11403-07-01

PURPOSE: First reading approval was given on March 20, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2018-011 encroach Hampton Preston Mansion 1700 blk Henderson (PDF)

HISTORY:

03/20/18

Columbia City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2018-011

Granting an encroachment to Historic Columbia Foundation for the use of the right of way area of the 1700 block of Henderson Street for the installation and maintenance of a wooden utility pole and conduit adjacent to 1615 Blanding Street Richland County TMS# 11403-07-01

WHEREAS, the Historic Columbia Foundation (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1700 block of Henderson Street adjacent to 1615 Blanding Street for the installation and maintenance of a wooden utility pole measuring approximately thirty-five feet (35') in height; two (2") inch schedule forty (PVC) chlorinated polyvinyl chloride conduit underground approximately twenty-five (25') feet in length; and overhead wiring approximately sixty-five (65') feet in length; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2018, that the grantee is hereby granted the right to use the right of way area of the 1700 block of Henderson Street adjacent to 1615 Blanding Street for the installation and maintenance of a wooden utility pole measuring approximately thirty-five feet (35') in height; two (2") inch schedule forty (PVC) chlorinated polyvinyl chloride conduit underground approximately twenty-five (25') feet in length; and overhead wiring approximately sixty-five (65') feet in length adjacent to 1615 Blanding Street Richland County TMS# 11403-07-01, as shown on the attached drawings.

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance of items approved by this ordinance for placement within the right of way area and assuring that all accessibility and ADA requirements are met and maintained.
3. All trees shall be protected and no large tree roots shall be removed from any existing trees.
4. Must be installed at a minimum depth of thirty-six (36") inches.

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, his successors and assigns.

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

**CITY COUNCIL
ENCROACHMENT SUMMARY
2018-0011**



**1600 BLOCK OF HENDERSON STREET
HISTORIC COLUMBIA FOUNDATION
UTILITY POLE AND CONDUIT**

Subject Property:	Right-of-Way within the 1600 Block of Henderson Street, TMS#11403-07-01
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of wooden utility pole and conduit
Applicant:	Historic Columbia Foundation
Staff Recommendation:	Approval

Detail:	The applicant is requesting an encroachment for the installation and maintenance of a utility pole measuring approximately thirty-five (35') feet in height; two (2") inch schedule forty (PVC) chlorinated polyvinyl chloride conduit underground approximately twenty-five (25') feet in length; overhead wiring approximately sixty-five (65') feet in length, as shown on the attached drawing, as shown on the attached drawing. Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting driveways or parking spaces, or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance of items approved by this ordinance for placement within the right of way area and assuring that all accessibility and ADA requirements are met and maintained. 3. All trees shall be protected and no large tree roots shall be removed from any existing trees. 4. Must be installed at a minimum of depth of 36 inches.
----------------	---

CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development Services	Recommend approval.
Streets	Recommend approval. Must be installed with a minimum depth of 36 inches.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.

City of Columbia

Hampton Preston Mansion - Encroachment

28.a



Wednesday, March 7, 2018



CITY OF COLUMBIA GIS DATA DISCLAIMER

The City of Columbia GIS data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Packet Pg. 371

REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE (INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: _____ Property Owner: Richland County
Business Name/Applicant's Name if different than owner: Historic Columbia, Evan Clements
Contact Information: Telephone Number: 478 231 8783 Fax Number: _____
Mailing address: 1601 Richland St E-mail address: eclements@historiccolumbia.org
Business Name/Development Name for Encroachment: _____

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers ☐ Sidewalk/Walkway
☐ Planters ☐ Awning ☒ Underground Utilities Other: Pole in right away, on Henderson Street on Hampton - Preston Mansion Block.
Dimensions (height/width/length):
(i.e. 6'x42' wooden privacy fence;
two 12'x4'x3' concrete steps)

Construction material: 35' wood pole / underground with elect conduits / wire

☐ **OUTDOOR DINING:** The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title: Evan Clements / Director of Growth
Date: 1/24/2018

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title: _____
Date: _____

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT

Johnathan Chambers
John Fellows
Brian Cook
Jerry Thompson
Zach Kay
Amy Moore
Lucinda Statler
Jerry Thompson
Scott Holder
Denny Daniels
Robert Anderson
Robert Sweatt
David Brewer
Sara Hollar
John Hooks
Chip Timmons
Kris Scott
Linda Matney
LR: 1/2017

DEPARTMENT

Development Services (Land Development)
Development Services (Planning)
Development Services (Zoning)
Development Services (Building Inspections)
Development Services (Development Center)
Development Services (Historic Preservation)
Development Services (Urban Design)
Development Services (Commercial Plan Review)
Development Services (Landscaping)
Utilities & Engineering (Construction Management)
Public Works (Administration)
Public Works (Street Division)
Public Works (Traffic Engineering)
Public Works (Forestry & Beautification)
Public Works (Solid Waste)
Risk Management
Fire Department
Parking Services

PHONE

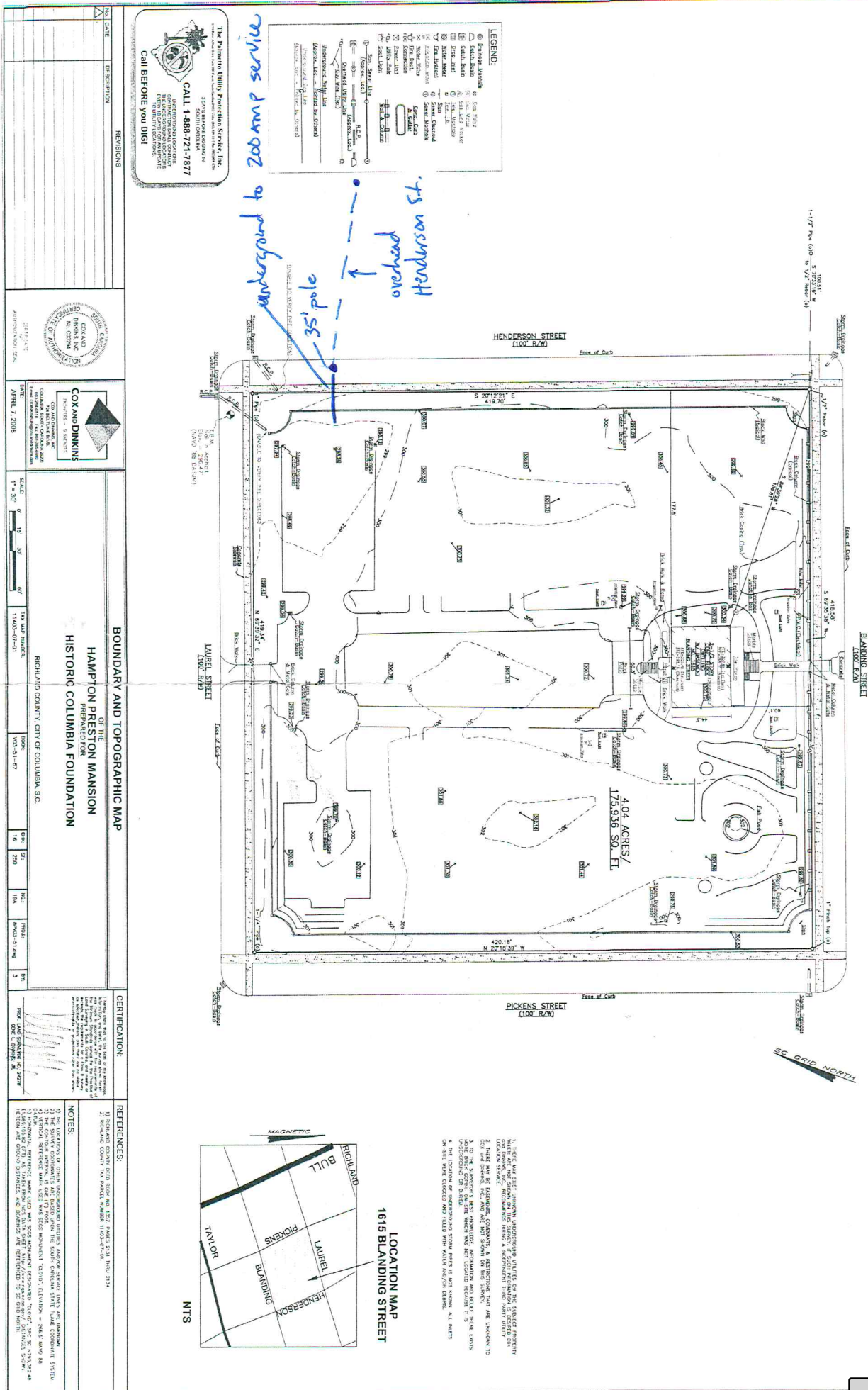
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FAX

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803-255-8935
803-988-8199
803-733-8648
803-545-3785
803-733-8648
803-733-8648
803-733-8245
803-401-8839
803-733-8523

E-MAIL

jechambers@columbiasc.net
jsfellows@columbiasc.net
kbcCook@columbiasc.net
jlthompson@columbiasc.net
zpkay@columbiasc.net
aemoore@columbiasc.net
lsstatler@columbiasc.net
jlthompson@columbiasc.net
jsholder@columbiasc.net
jddaniels@columbiasc.net
raanderson@columbiasc.net
rgsweatt@columbiasc.net
ddbrewer@columbiasc.net
sehollar@columbiasc.net
jphooks@columbiasc.net
catimmons@columbiasc.net
cfkdscott@columbiasc.net
lsmatney@columbiasc.net





HISTORIC COLUMBIA

Est. 1961 S. Carolina

OFFICE

1601 Richland Street
Columbia, SC 29201

PHONE

(803) 252-7742

FAX

(803) 929-7695

WEB

historiccolumbia.org

Robert Mills House & Gardens

1616 Blanding Street
Columbia, SC 29201

Hampton-Preston Mansion & Gardens

1615 Blanding Street
Columbia, SC 29201

Mann-Simons Site

1403 Richland Street
Columbia, SC 29201

Woodrow Wilson Family Home

1705 Hampton Street
Columbia, SC 29201

Modjeska Monteith Simkins House

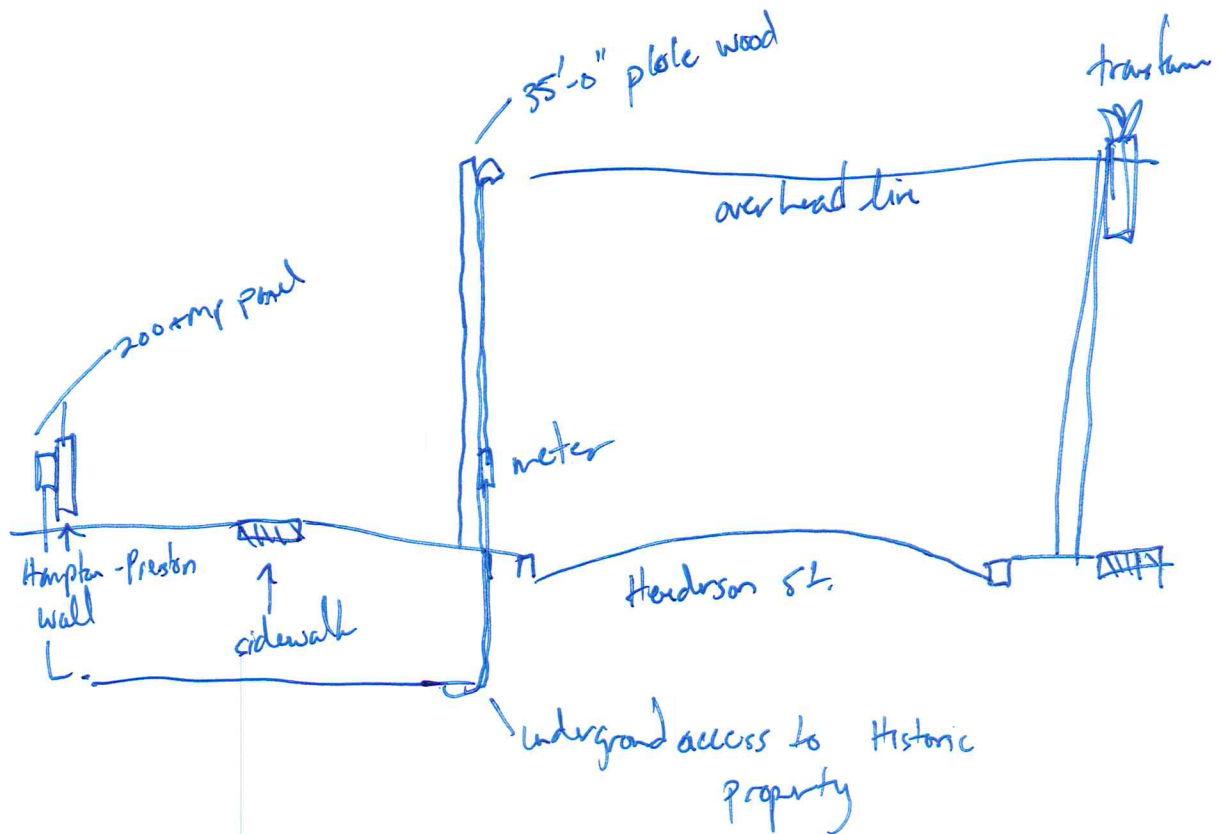
2025 Marion Street
Columbia, SC 29201

Seibels House & Garden

1601 Richland Street
Columbia, SC 29201

The Big Apple

1000 Hampton Street
Columbia, SC 29201





We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-027 - Authorizing consumption of beer and wine beverages only at Outfest Columbia in the 1100 block of Park Street between Gervais Street and Senate Street on Saturday, June 2, 2018

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2018-027 Outfest Columbia (June 2) (PDF)

RESOLUTION NO.: R-2018-027

*Authorizing consumption of beer and wine beverages only at Outfest Columbia
in the 1100 block of Park Street between Gervais Street and Senate Street on Saturday, June 2, 2018*

WHEREAS, SC Pride ("Sponsor") is sponsoring Outfest Columbia a SC Pride Fundraiser in the 1100 block of Park Street between Gervais Street and Senate Street from 2:00 p.m. until 10:00 p.m. on Saturday, June 2, 2018; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1100 block of Park Street between Gervais Street and Senate Street from 11:00 a.m. until 11:00 p.m. for set up, clean up, and staging of the event to be held from 2:00 p.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 2:00 p.m. until 9:30 p.m.; and for crowd control and overflow; and,

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 _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 2:00 p.m. and 9:30 p.m. on Saturday, June 2, 2018; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, 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 possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages 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, 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 within the designated area of impact as shown on the attached drawing, 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 and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; 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, 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 that the closed portion of the 1100 block of Park Street between Gervais Street and Senate Street, with the exception of the parking area and any other

areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, 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, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1100 block of Park Street between Gervais Street and Senate Street, with the exception of the parking area and 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. Possession and consumption of beer and wine beverages 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 in the event of inclement weather on Saturday, June 2, 2018, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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:

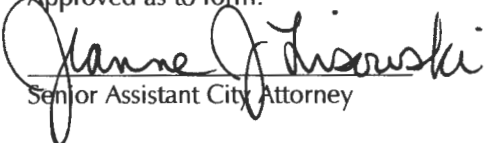
City Manager _____

Mayor

Approved by:

City Manager

Approved as to form:


Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

MARCH 8, 2017

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Jeff March
marchnsc@yahoo.com
803-269-6326

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Outfest Columbia / (SC Pride Fundraiser)

DATE(S) OF EVENTS:

June 2, 2018

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)

Park Street between Gervais & Senate

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)

Park Street AS Above

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

11 Am - 10 pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

2pm - 10pm

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.)*

2pm - 9:30pm

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 (slardis@columbiasc.net), 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.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors 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., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

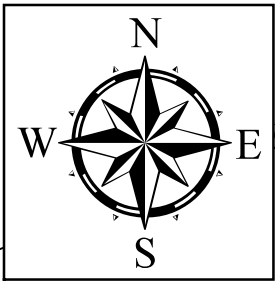
This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests 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; cfdgadams@columbiasc.netLegal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparationPolice Department Special Events - Officer Robert Hall; 803-545-3535; rhall@columbiasc.net parade permit, policeParks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservationsPolice Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

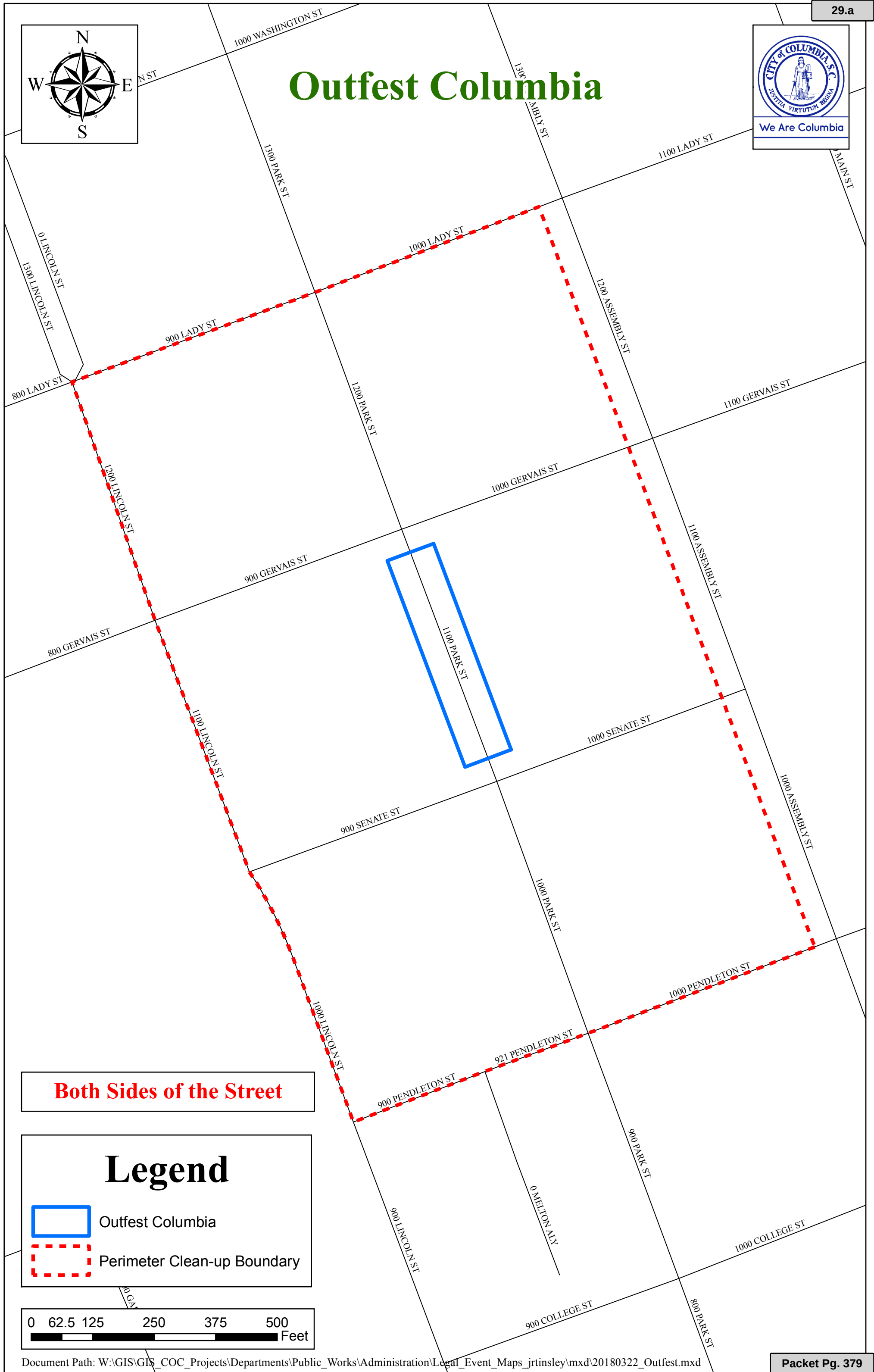
MAR 14 2018

Revised: 1/2017

Packet Pg. 378



Outfest Columbia





We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-029 - Amending Resolution No.: R-2017-094 Authorizing consumption of beer and wine beverages only at The Rosewood Crawfish Festival to change the date from Saturday, May 5, 2018 to Saturday, May 12, 2018

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2018-029 amend R-2017-094 Rosewood Crawfish Festival (May 12 2018) (PDF)

RESOLUTION NO.: R-2018-029

Amending Resolution No.: R-2017-094 Authorizing consumption of beer and wine beverages only at The Rosewood Crawfish Festival to change the date from Saturday, May 5, 2018 to Saturday, May 12, 2018

WHEREAS, on November 21, 2017, the Mayor and City Council approved Resolution No.: R-2017-094 authorizing the temporary closing and use of the 2600, 2700, 2800 and 2900 blocks of Rosewood Drive between South Harden Street and South Holly Street; 300 block of South Woodrow between Cooper Street and Rosewood Drive; 400 block of South Woodrow; 300 and 400 blocks of Howard Street between Kiawah Avenue and Oceola Street; the 300 block of South Maple Street between Kiawah Avenue and Rosewood Drive and the 200 block of Sloan Street between Rosewood Drive and Burney Drive from 4:00 a.m. Saturday, May 5, 2018 until midnight on Sunday, May 6, 2018 for preparation of the event, clean up after the event, crowd control and overflow of the event to be held on Saturday, May 5, 2018 from 11:00 a.m. until 8:00 p.m. in the 2600, 2700, 2800 and 2900 blocks of Rosewood Drive between South Woodrow Street and South Holly Street, and for patrons to consume beer and wine beverages only at the event during the hours of 11:00 a.m. and 7:30 p.m. in the 2600, 2700, 2800 and 2900 blocks of Rosewood Drive between South Woodrow Street and South Holly Street; and,

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 _____, 2018, that Resolution No.: R-2017-094 is hereby amended to reflect the rescheduled date of the event from Saturday, May 5, 2018 to Saturday, May 12, 2018, and hereby authorizes the sale of beer and wine beverages only is authorized between the hours of 11:00 a.m. and 7:30 p.m. on Saturday, May 12, 2018; and,

BE IT FURTHER RESOLVED that all selected vendors be approved by The Rosewood Merchants Association and be restricted to stationary locations; 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 possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages 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, 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 within the designated area of impact as shown on the attached drawing, 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 and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, 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, with the exception of necessary utilization of golf carts by staff. All other traffic, including, but not limited to, automobiles, trucks,

motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets 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 2600, 2700, 2800 and 2900 blocks of Rosewood Drive between South Woodrow Street and South Holly Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, 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, 1998 Code of Ordinances of the City of Columbia, South Carolina, that the 2600, 2700, 2800 and 2900 blocks of Rosewood Drive between South Woodrow Street and South Holly Street, with the exception of the parking area and 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. Possession and consumption of beer and wine beverages 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 in the event of inclement weather on Saturday, May 12, 2018, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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:

City Manager _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

ATTEST:

City Attorney _____

City Clerk _____

Introduced:

Final Reading:

DATE OF REQUEST

3/26/2018

30.a

QUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Dave Britt
rosewoodmerchants@gmail.com
803 960 3552

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Rosewood Crawfish Festival

DATE(S) OF EVENTS:

May 12, 2018

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.)

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)2800 Rosewood Dr.
2600-2900STREET(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)2600-2900 Blks Rosewood Dr between S. Hardem + S. Holly
300 Blk S. Woodrow between Cooper + Rosewood
400 Blk S. Woodrow / 300 + 400 Blks Howard
between Kiawah + Osceola / 300 Blks Maple between
Kiawah + Rosewood / 200 Blk Sloan between Rosewood +
BurneyHOURS 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

4:00 am - 12:00 midnight

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

11:00a 9:00 pm

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.)*

11:00a 7:30p

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 (slardis@columbiasc.net), 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.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors 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., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, 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; cfdgadams@columbiasc.netLegal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparationPolice Department Special Events - Officer Robert Hall; 803-545-3535; rihall@columbiasc.net parade permit, policeParks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservationsPolice Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017

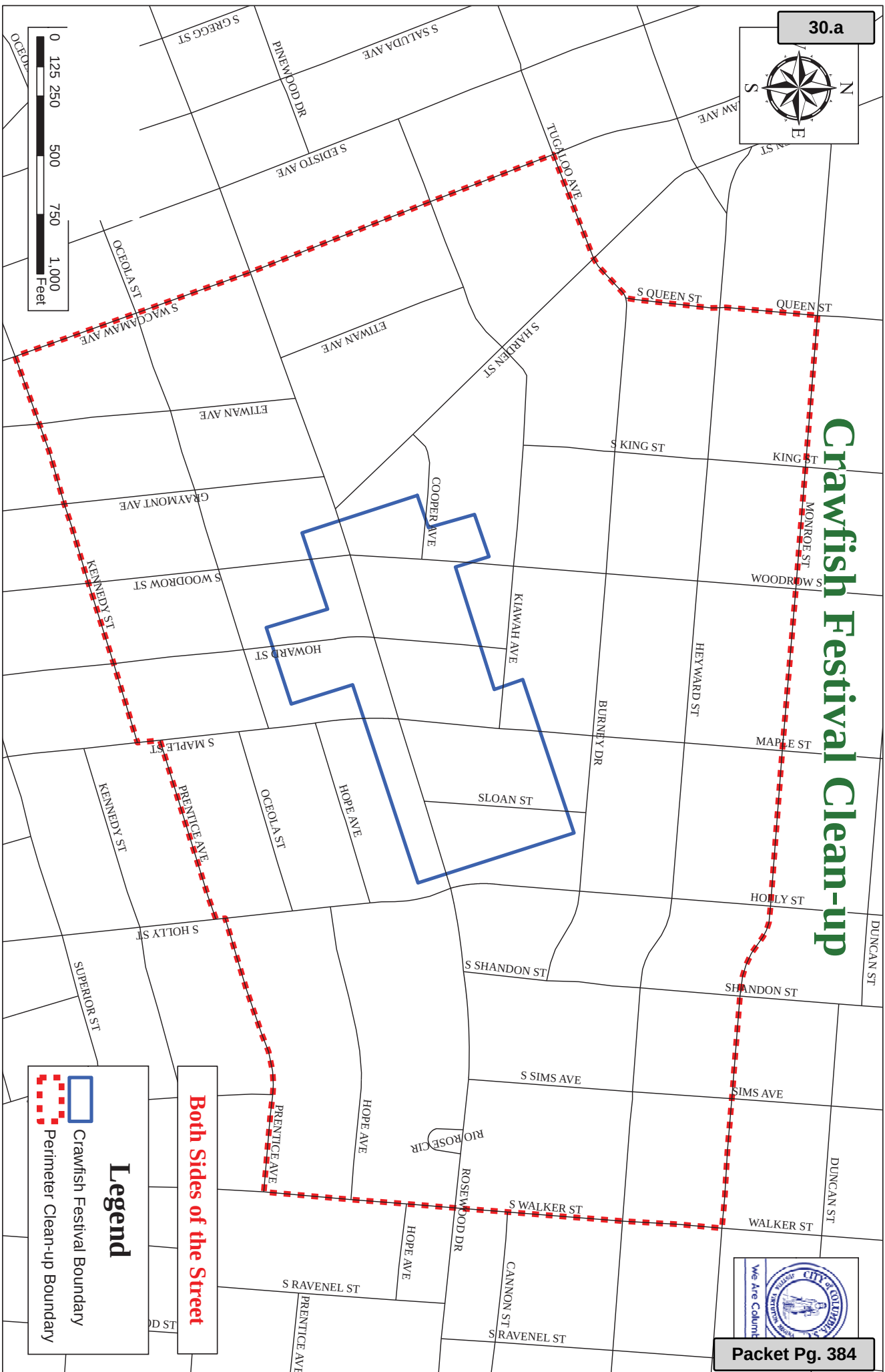
RECEIVED

AUG 30 2017

LEGAL
DEPARTMENT17090597
R-2017-094

Packet Pg. 383

Crawfish Festival Clean-up





We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Recognition of Delaney Toomer as Miss Richland County Teen
- Mayor Stephen K. Benjamin

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: PowerTalk 21® Day Proclamation - The Honorable Mayor
Stephen K. Benjamin

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** PowerTalk 21 MADD proclamation (DOC)



City of Columbia
A Proclamation of PowerTalk 21®

WHEREAS, the City of Columbia recognizes the importance of parents talking with their teens about alcohol in order to reduce the risks and dangers posed to teens and communities; and

WHEREAS, high school students who use alcohol or other substances are five times more likely to drop out of school or believe making good grades is not important; and

WHEREAS, 27 percent of middle school students try alcohol before graduating from 8th grade, significantly increasing the risk that they will develop alcohol problems later in life; and

WHEREAS, teen alcohol use kills 4,300 people each year, more than all other illegal drugs combined; and

WHEREAS, the majority of kids say their parents are their primary influence when it comes to decisions about drinking alcohol; and

WHEREAS, PowerTalk 21® day, started by Mothers Against Drunk Driving® (MADD) in 2011, was established to encourage parents and caregivers to embrace their important role in influencing America's youth and their decisions about drinking alcohol; and

WHEREAS, in 2018, MADD encouraged parents to use PowerTalk 21 on April 21, as part of the Power of Parents® program to create a sustained and prolonged conversation about underage drinking among middle school and high school students; and

WHEREAS, to equip parents to talk with their teens about alcohol, MADD's Columbia affiliate will give parents the tools to effectively talk to their children about alcohol to protect them; and

WHEREAS, the City of Columbia recognizes the importance of talking to youth about alcohol consumption and abuse to reduce the risk and dangers posed to teens and communities.

NOW, THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim April 21, 2018 to be:

PowerTalk 21® Day

in the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

Daniel Rickenmann
District IV, Council Member

Tameika Isaac Devine
At-Large, Council Member

Edward H. McDowell, Jr.
District II, Council Member



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Community Development

FROM: Gloria Saeed, Director

SUBJECT: Columbia Fair Housing Month and National Community Development Week Proclamation - Ms. Gloria Saeed, Director of Community Development

FINANCIAL IMPACT:

STRATEGIC GOALS: Connect the City's neighborhoods and business dist

National Community Development Week - 2018 marks the 32nd anniversary of the National Community Development (CD) Week campaign and CD Week will be celebrated from **April 2-6, 2018**. The National Community Development Association (NCDA) established this designated week to celebrate the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program. It provides the opportunity for grantees to meet with their congressional members, showcase projects and programs, and involve the local community, including local businesses, citizens, and community groups in the week-long celebration.

ATTACHMENTS:

- **#a:** FH-FL-CD Week Agenda Request 2018 (PDF)
- **#b:** APRIL 2018 Event Calendar (PDF)



We Are Columbia

INTEROFFICE MEMORANDUM

DATE: April 3, 2018

TO: Erika Moore, City Clerk

CC: Missy Gentry Smith, Assistant City Manager
Niki Daniels, Office of City Clerk

FROM: Gloria Saeed, Community Development Director 

SUBJECT: Request for City Council Agenda (4/17/2018) – National Community Development Week, National Fair Housing Month & National Financial Literacy Month Proclamations

The Community Development Department is requesting that proclamations recognizing April 2 – 6, 2018 as National Community Development (CD) Week, April as National Fair Housing Month and also National Financial Literacy Month, be included on the April 17, 2018 City Council agenda.

- **National Community Development Week** - 2018 marks the 32nd anniversary of the National Community Development (CD) Week campaign and CD Week will be celebrated from **April 2-6, 2018**. The National Community Development Association (NCDA) established this designated week to celebrate the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program. It provides the opportunity for grantees to meet with their congressional members, showcase projects and programs, and involve the local community, including local businesses, citizens, and community groups in the week-long celebration.
- **Fair Housing Month** -April 2018 marks the 50th Anniversary of the passage of the Fair Housing Act, the federal law that prohibits discrimination in housing. During this month, we hope to educate people that discrimination has no home in America and that no person should be denied housing or treated differently because of their race, color, national origin, religion, gender, family status or disability. Recognizing the importance of Fair Housing benefits Columbia's people and places by providing opportunities and improving quality of life.
- **National Financial Literacy Month** – April is recognized as National Financial Literacy Month in the United States and is an effort to highlight the importance of financial literacy and teach Americans how to establish and maintain healthy financial habits. The City of Columbia is committed to financial literacy for all residents and this year, Community Development is highlighting the "Individual Development Account" (IDA) Program. *A special presentation will be made to Faith Moss in recognition of her pursuit of post-secondary education using the IDA Program.*

The attached schedule highlights all April events and the Community Development staff invites each citizen to be a part of our celebration.

Please contact me at (803)545-3766 or Dollie Bristow, CD Administrator at (803) 545-3371 for more information.

Attachment: April Calendar of Events



APRIL 2018 Event Calendar

National Community Development Week (April 2nd – 6th, 2018)

National Fair Housing Month

National Financial Literacy Month

April	Department of Community Development 1225 Lady Street, STE 102 Columbia, SC 29201 Phone:803-545-3373
2	Community Development Week Press conference @ Columbia Art Center – 1227-C Taylor St. @ 10:00am
2-6	Community Development informational booths will be displayed in the Lobby of Community Development – 1225 Lady Street City Hall-1737 Main Street
3-4	2018 Home Buyer Workshop 3 rd and 4 th @ Richland Library St. Andrews (6:00pm - 8:00pm) 2916 Broad River Road., Columbia SC 29209
6	CD Block Party (11:30am – 2:30pm) 1225 Lady St. (Parking Lot)
12	“Start Fresh” Financial Education Workshop Richland Library N. Main branch (3:00pm - 4:30pm)
17	City Council Tuesday, April 3 rd agenda (2 Proclamations) 1 Proclamation for National Community Development Week/ National Fair Housing Month 1 Proclamation and Presentation for National Financial Literacy Month
19	FY2018-19 Annual Action Plan Public Hearing Location: Woodforest National Bank 3730 North Main Street (6:00pm – 8:00pm)
26	Speak Out: Concentration of Racial/Ethnic Segregation & Disability Discrimination Location: Woodforest National Bank 3730 North Main Street (8:30am – 10:00am)
27	Staff Attending: 2018 Civil Rights: It Still Matters for National Fair Housing Month (12:00 - 4:00pm) Decker Community Center - 2624 Decker Blvd., Columbia, SC
28	Staff Attending: 2018 Civil Rights:It Still Matters for National Fair Housing Month Centro Cristiano de Columbia Church - 2632 Decker Blvd., Columbia, SC (8:30am-1:30pm)



71

APRIL 2018 Event Calendar

National Community Development Week (April 2nd – 6th, 2018)

National Fair Housing Month

National Financial Literacy Month

April	Department of Community Development 1225 Lady Street, STE 102 Columbia, SC 29201 Phone:803-545-3373
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We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Community Development

FROM: Gloria Saeed, Director

SUBJECT: National Financial Literacy Proclamation - Ms. Gloria Saeed, Director of Community Development

REQUISITION NO.: Gloria Saeed

FINANCIAL IMPACT:

STRATEGIC GOALS: Connect the City's neighborhoods and business dist

Fair Housing Month -April 2018 marks the 50th Anniversary of the passage of the Fair Housing Act, the federal law that prohibits discrimination in housing. During this month, we hope to educate people that discrimination has no home in America and that no person should be denied housing or treated differently because of their race, color, national origin, religion, gender, family status or disability. Recognizing the importance of Fair Housing benefits Columbia's people and places by providing opportunities and improving quality of life.

National Financial Literacy Month - April is recognized as National Financial Literacy Month in the United States and is an effort to highlight the importance of financial literacy and teach Americans how to establish and maintain healthy financial habits. The City of Columbia is committed to financial literacy for all residents and this year, Community Development is highlighting the "Individual Development Account" (IDA) Program. A special presentation will be made to Faith Moss in recognition of her pursuit of post-secondary education using the IDA Program.

National Community Development Week - 2018 marks the 32nd anniversary of the National Community Development (CD) Week campaign and CD Week will be celebrated from **April 2-6, 2018**. The National Community Development Association (NCDA) established this designated week to celebrate the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program. It provides the opportunity for grantees to meet with their congressional members, showcase projects and programs, and involve the local community, including local businesses, citizens, and community groups in the week-long celebration.

ATTACHMENTS:

- **#a:** Fair Housing CD Week Proclamation 2018_ (DOC)
- **#b:** proclamation for community development financial literacy(DOCX)



City of Columbia
A Proclamation

WHEREAS, the month of April has been designated National Fair Housing Month, to recognize and celebrate the 50th Anniversary of the 1968 passage of Title VIII of the Civil Rights Act into law, which prohibited discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status and handicap continuing to help countless thousands of Americans achieve the American dream of obtaining safe, decent and affordable housing; and

WHEREAS, the week of April 2 – 6, 2018 has been designated as National Community Development Week, #CDWeek2018 by the National Community Development Association to celebrate the 44rd anniversary of the Community Development Block Grant (CDBG) Program and the 27th anniversary of the HOME Investment Partnerships (HOME) Program; and

WHEREAS, the CDBG Program provides annual funding and flexibility to local communities to provide decent, safe and sanitary housing, a suitable living environment and economic opportunities along with the HOME Program that provides funding to local communities to create decent, safe, affordable housing opportunities for low-income persons; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) along with Richland and Lexington County Community Development Departments have collaborated regionally with the City of Columbia Community Development Department to make great strides in opening housing markets and providing Fair Housing education to underserved groups, thus giving many more Americans an equal opportunity to live wherever they choose; and

WHEREAS, housing discrimination, although less obvious and pervasive than in years passed, still exists and the need to enforce fair housing laws remains just as urgent today; and

NOW, THEREFORE BE IT RESOLVED, that the City of Columbia urges Congress and the Administration to recognize the outstanding work being done locally and nationally by the Community Development Block Grant Program and the HOME Investment Partnerships Program by supporting funding for both programs in FY19; and encourages all members of the Midlands community to work together to stamp out housing discrimination; and

BE IT FURTHER RESOLVED that the City of Columbia designates April 2018 ***Columbia Fair Housing Month*** and the week of April 2-6, 2018 as ***National Community Development Week***.

STEPHEN K. BENJAMIN
Mayor



**City of Columbia
Proclamation**

WHEREAS, March 2004 the Senate passed Resolution 316 that officially recognized April as National Financial Literacy Month to raise the awareness, highlight the importance of financial literacy and teach individuals how to establish and maintain healthy financial habits. Financial Literacy helps Columbia's residents understand the importance of managing their personal finances in terms of budgeting, credit building and affordable banking products; and

WHEREAS, During Financial Literacy Month 2018, the City of Columbia will recommit to improving our financial literacy efforts and ensure all Columbia residents have access to trustworthy financial services and products.

WHEREAS, each year the City of Columbia celebrates National Financial Literacy month by offering or supporting initiatives that promote and advances financial literacy education; and

WHEREAS, in 2018 the Community Development Department's financial education efforts includes and highlights the Individual Development Account (IDA) program and recognizes **Faith Moss** as a model IDA participant.

WHEREAS, the City of Columbia encourages IDA participants to continue their pursuit of financial literacy and sustainable assets such as home ownership, post-secondary education or small business ownership.

THEREFORE, I, Stephen K. Benjamin, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim April 2017 as

"National Financial Literacy Month"

In the City of Columbia and encourages everyone to join me in recognizing the importance of personal financial education.

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

Edward McDowell, Jr.
District II, Council Member

Daniel Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-025 - Authorizing Condemnation for Easement Acquisition for CIP Project #SS7261 (Lake Katherine Sewer Line Capacity Enhancement) along Property Identified as Richland County TMS#13913-05-12 located at 4628 Pine Grove Court; CF#250-378

FINANCIAL IMPACT:

STRATEGIC GOALS: Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Provide high quality municipal services

ATTACHMENTS:

- **#a:** R-2018-025 condemn 4628 Pine Grove Ct (sewer line) (PDF)

RESOLUTION NO.: R-2018-025

Authorizing Condemnation for Easement Acquisition for CIP Project #SS7261 (Lake Katherine Sewer Line Capacity Enhancement) along Property Identified as Richland County TMS#13913-05-12 Located at 4628 Pine Grove Court; CF#250-378

WHEREAS, the City's Department of Engineering has identified this capital improvements project as part of the sanitary sewer system improvements required to upgrade the system and increase capacity and performance necessary to meet customer demands; and

WHEREAS, City of Columbia's staff has made numerous attempts to negotiate for acquisition of the easement for this project, but have been unable to come to a negotiated resolution; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2018, that it has been determined that for the public purpose of constructing the sanitary sewer project and for the benefit of upgrading the sanitary sewer system, it is necessary to acquire an easement on a portion of the property described below and shown on Exhibit "A" attached hereto and incorporated herein by reference. Based upon an appraisal, it has been determined that the total just compensation is One Thousand Two Hundred and No/100 (\$1,200.00) Dollars. The City Attorney is authorized to offer that amount to the Landowner in exchange for a conveyance of the property interest. If the Landowner does not accept within ten (10) days of the offer, the City Attorney is authorized to commence an action for acquisition of the easement by eminent domain.

Owner:	TMS# & Location:	Easement Description:	Appraised Value:
Herbert W. Louthian & Helen H. Louthian	13913-05-12 4628 Pine Grove Court, Columbia, SC 29206	(I) Permanent, Exclusive Easement, Variable Feet in Width (4.76' to 13.28') (II) Permanent, Exclusive Easement, Variable Feet in Width (0' to 3.6') (III) Temporary Construction Easement (5' in Width) (IV) Temporary Construction Easement (5' in Width) (V) Temporary Construction Easement, Variable Feet in Width (3.48' x 0.42' x 4.76' x 4.42')	\$1,200.00

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

Janne J. Lusinski
Senior Assistant City Attorney

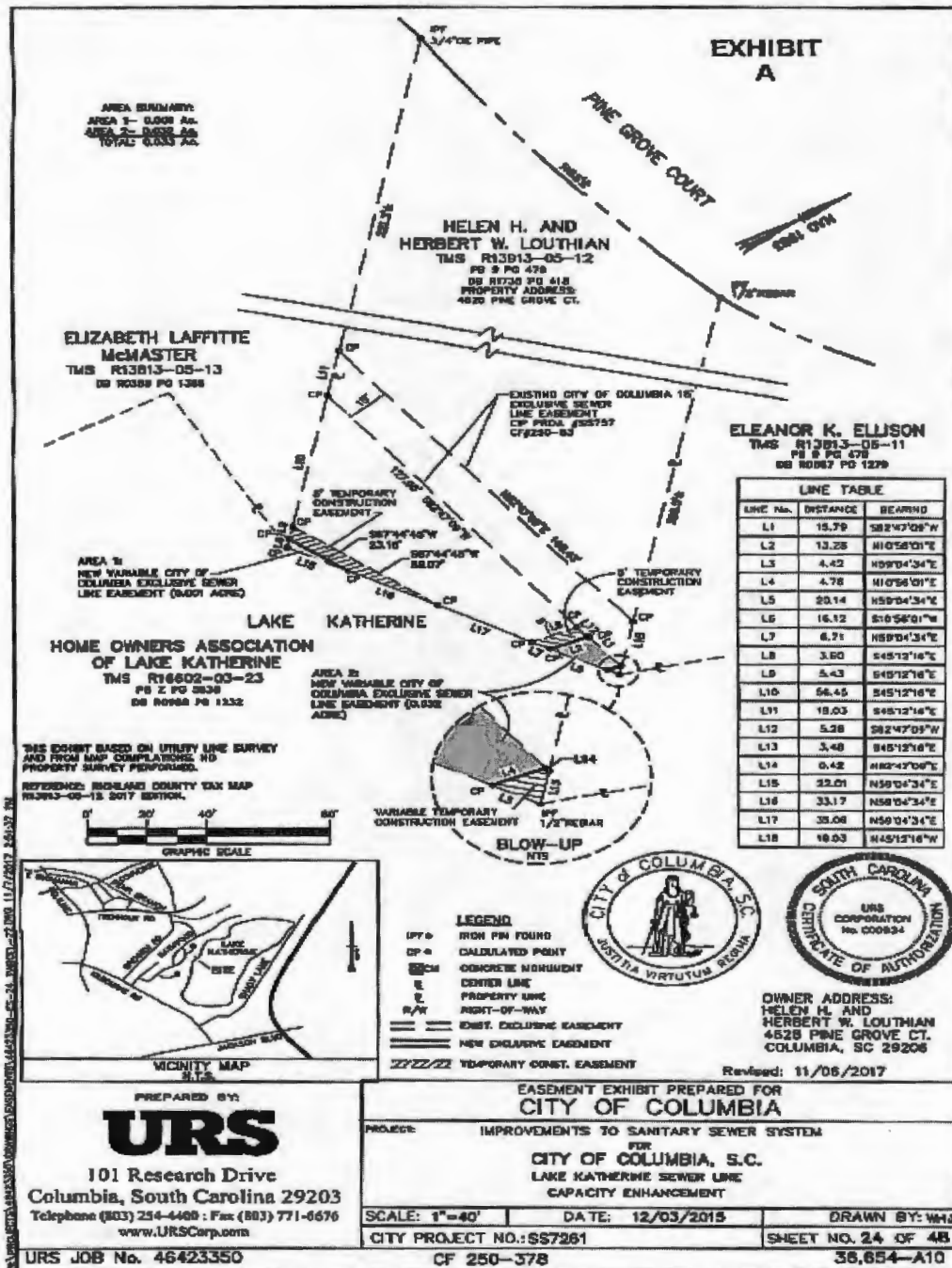
ATTEST:

City Clerk

Introduced:

Final Reading:

RESOLUTION NO.: R-2018-025
Exhibit "A"





We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-028 - Authorizing the City Manager to execute any documents necessary to purchase certain properties affected by the 2015 flood through the Property Acquisition Program

FINANCIAL IMPACT:

STRATEGIC GOALS: Foster a healthy quality of life

ATTACHMENTS:

- **#a:** R-2018-028 Property Acquisition Program (2015 flood properties) (PDF)

RESOLUTION NO.: R-2018-028

*Authorizing the City Manager to execute any documents necessary to purchase
Certain properties affected by the 2015 flood through the Property Acquisition Program*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2018, that
the City Manager is hereby authorized to execute any documents necessary and approved by the
City Attorney, to consummate the purchase of any or all of the properties reflected on the attached
list which were affected by the 2015 flood through the Property Acquisition Program.

*(Funding Source and the amounts paid thereunder will be determined on an individual basis and paid
from the Federal Emergency Management Administration's Hazard Mitigation Grant Program (FEMA
HMGP) and/or Housing and Urban Development's Community Development Block Grant Disaster
Recovery (HUD CDBG-DR)*

Requested by:

Assistant City Manager Palen

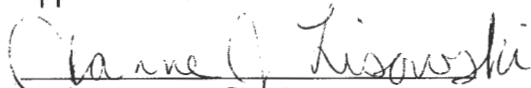
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

RESOLUTION NO.: R-2018-028
2015 Flood Property Acquisition List

Property Owner	Property Address	Tax Map Number	Consideration
Janet Brownstein - Finkel	4249 St. Claire	13911-06-10	\$ 296,619.00
James Heilch and Judith Heilch	4717 Oxford	16503-01-22	\$ 80,400.00
Joseph Zeek and Donna Zeek	1010 California	13711-02-05	\$ 6,300.00
Colin Martin	1226 Glenhaven	13710-04-22	\$ 13,150.68
Carmen Bowie	3119 Harrison	14002-11-05	\$ 77,882.35
Mary Weston	1735 Roslyn	13911-06-08	\$ 288,989.83
Antonio DiGiacomantonio	63 Downing	16503-01-07	\$ 66,694.12
Samuel and Lisbeth Agee	4924 Kilbourne	13815-03-03	\$ 228,100.00
Lisa Henderson	1924 Boyer	14001-04-55	\$ 144,655.10
Harry Smithson and Mary Sue Smithson	1863 W Buchanan	13907-03-29	\$ 248,500.00
Herbert Louthian, Jr.	87 Downing	16503-01-13	\$ 72,479.00
Marilyn Bradshaw	824 Burwell	13815-03-16	\$ 219,362.00
John Pappas, III	4723 Oxford	16503-01-23	\$ 82,600.00
John Pappas, III	4729 Oxford	16503-01-24	\$ 83,900.00
Mark Rowland and Arlin Coleman	1238 Glenhaven	13710-04-20	\$ 135,000.00
Carol Phillips Marshall	1829 & 1859 W. Buchanan	13907-03-28 & 13907-03-30	\$ 303,000.00
Richard Sachs	3214 Chinaberry	14008-04-01	\$ 101,419.59
Paula Feldman	1651 Roslyn	13915-11-06	\$ 400,206.50
		TOTAL	\$ 2,849,258.17



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-030 - Authorizing the City Manager to execute an Office Lease Agreement between the City of Columbia and MS Joint Venture for the lease of the Mezzanine at 1401 Main Street

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Provide high quality municipal services

ATTACHMENTS:

- **#a:** R-2018-030 Mezzanine Lease 1401 Main (PDF)

RESOLUTION NO.: R-2018-030

Authorizing the City Manager to execute an Office Lease Agreement between the City of Columbia and MS Joint Venture for the lease of the Mezzanine at 1401 Main Street

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2018, that the City Manager is hereby authorized to execute the attached Office Lease Agreement between the City of Columbia and MS Joint Venture, or on a form approved by the City Attorney, for the lease of the Mezzanine at 1401 Main Street.

(Funding Source: 5511407-638300).

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:

Janne J. Disowski
Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

OFFICE LEASE AGREEMENT

BY AND BETWEEN

MS JOINT VENTURE

AND

CITY OF COLUMBIA

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OFFICE LEASE (GROSS LEASE)

THIS LEASE is made and entered into by and between MS Joint Venture, hereinafter called "Landlord", and City of Columbia, hereinafter called "Tenant."

WITNESSETH:

In consideration of the covenants and agreements of the respective parties herein contained, the parties hereto, for themselves, their heirs, successors, distributees, administrators, legal representative and permitted assigns, do hereby agree as follows:

A. DEMISED PREMISES:

Landlord demises and leases to Tenant and Tenant agrees to lease from Landlord, for the term and upon the rental, covenants and agreements herein set forth those certain Demised Premises located in the State of South Carolina, County of Richland, in or near the City of Columbia, having an address of 1401 Main Street, Mezzanine floor, and more specifically described as follows:

Approximately 9,597 +/- Square feet located on the Mezzanine floor and referred to hereinafter as "Demised Premises".

B. TERM AND DELIVERY OF DEMISED PREMISES:

TO HAVE TO HOLD said Demised Premises unto Tenant for a term of 7 years beginning on the 1st day of June, 2018 and ending at midnight on the 31st day of May, 2025.

It is further agreed and understood that if Landlord is unable to deliver possession of the Demised Premises to the Tenant at the commencement of the term of this Lease because of the retention of possession thereof by parties other than Landlord, or because Landlord is unable to get the Demised Premises ready for occupancy by Tenant, then Landlord shall not be liable to Tenant for damages and this Lease shall not terminate, provided however, that Tenant shall have no obligation to pay hereunder until possession of the Demised Premises is delivered to Tenant. Landlord shall use all reasonable diligence to deliver possession of the Demised Premises to Tenant at the commencement of the within term.

It is anticipated that possession may be had on May 1st, 2018, however, if for any reason Landlord fails to give possession of the Demised Premises on that date, then this Lease and payment of rent will commence as of the day possession is given with the further understanding that possession must be had June 1st, 2018, or Tenant may terminate this Lease by written notice given prior to the Landlord's tendering possession of the Demised Premises to the Tenant. If the term of this Lease shall commence on a day other than the first day of a calendar month, rental shall be paid for the portion of the month in proportion to the monthly rental rate as herein provided and the Lease shall be extended so as to cause the expiration of the term to be on the last day of the last month of the term.

C. COVENANTS AND CONDITIONS OF LEASE:

This Lease is made on the following covenants and conditions which are expressly agreed to by Landlord and Tenant:

1. **RENT:** Tenant covenants and agrees to pay as rental to Landlord the annual sum of One Hundred Sixty-seven Thousand Nine Hundred Forty-seven and 50/100 (\$167,947.50) Dollars, said sum to be in lawful money of the United States, payable in equal monthly installments of Thirteen Thousand Nine Hundred Ninety-five and 63/100 (\$13,995.63) Dollars, or as outlined in Paragraph 32 of this Lease agreement. Said rental shall be payable monthly in advance to the offices of E M & L, Agent for Landlord. Rent is due on the first day of each month and shall not be withheld for any reason whatsoever. Said rent shall be considered delinquent if not received by the 10th day of the month. In the event Tenant shall fail to pay each rental on the due date a late charge of one and one-half (1½%) percent of the monthly rental, compounded monthly with a minimum of Ten and no/100 (\$10.00) Dollars per month, shall be added to the rental and paid to Landlord for each such late payment, and the same shall be treated as additional rent.

2. **AUTHORIZED USE:** Tenant agrees not to abandon or vacate the Demised Premises, not to use them for other than normal office purposes and not to use or permit them to be used for any offensive, noisy or dangerous trade or business, or in violation of any act or omission which will increase the rate of insurance on the Demised Premises, and if such rate be increased, Tenant agrees to pay Landlord such increased cost of insurance. Tenant will not obstruct entries and passageways so as to interfere with the use thereof by other tenants.

3. **TENANT ALTERATIONS:** Except as otherwise provided herein, Tenant shall not make, or suffer to be made, any alterations of the Demised Premises, or any part thereof, without the prior written consent of the Landlord. Any such alterations or improvements, whether made with or without Landlord's permission, and including, but not limited to, permanent partitions, wall to wall carpeting, lighting, or attached shelving, shall, at the option of the Landlord, become the property of the Landlord (with no obligation of Landlord to pay for same) and may not be removed unless requested by the Landlord. Tenant may install at its expense and without Landlord's consent trade fixtures, movable office partitions, furniture and equipment and other personal property, and may remove same at any

time provided that Tenant is not in default of this Lease and that any damage to the Demised Premises caused thereby shall be repaired by Tenant. Tenant shall not install or maintain any equipment, partitions, furniture, or apparatus, the weight or operation of which would tend to injure or be detrimental to the Demised Premises or unreasonably annoy or disturb other Tenants. Tenant shall at all times keep the Demised Premises free and clear of any lien or encumbrance of any kind created by Tenant's act under this paragraph or otherwise or by its omission.

4. **TENANT'S MAINTENANCE AND REPAIR OF DEMISED PREMISES:** Tenant agrees not to suffer or commit any waste and to keep and to do whatever is necessary to maintain the interior of its Demised Premises in good condition and repair, natural deterioration by ordinary use and reasonable wear, fire, the elements, and acts of God excepted. Tenant shall replace all broken glass in the Demised Premises except when such breakage may be covered by Landlord's normal fire and extended coverage insurance policy, and shall repair any damage, willful or otherwise, to the Demised Premises, caused by it, its agents, invitees or clients.

5. **LANDLORD'S MAINTENANCE AND REPAIR OF DEMISED PREMISES:** Landlord shall at its own expense keep and maintain in good repair and working order the heating and air conditioning equipment, plumbing, roof, foundation and exterior walls, electricity and fixtures, and parking lot. Landlord agrees to make all repairs that may become necessary by reason of fire, acts of war, insurrection or riot, earthquake, other elements including damage by termites, fungus growth or dry rot. Landlord shall be under no obligation to inspect the Demised Premises and Tenant shall be responsible for notifying Landlord in writing of any needed repairs after which Landlord shall have a reasonable time in which to make such repairs. Landlord shall not be held liable for any damage to Tenant for failure to make any such repairs unless due to Landlord's gross negligence.

6. **SERVICES AND UTILITIES FURNISHED BY LANDLORD:** Landlord shall, at its own expense, supply to Tenant in or upon the Demised Premises during the term of this Lease the following services and utilities only as specifically indicated:

- YES (a) electricity and heating and air conditioning during the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 1:00 p.m. on Saturdays and legal holidays. Electricity shall be furnished only for lighting and ordinary business appliances, such as typewriters, word processing equipment, copiers, fax machines and adding machines. *See paragraph 32
- YES (b) hot and cold running water in restrooms.
- YES (c) chilled drinking water within reasonable distance of the Demised Premises .
- YES (d) elevator service either attended or non-attended at Landlord's option.
- YES (e) janitorial and yard service in accordance with usual and customary schedule.
- YES (f) pest control, common area only.
- YES (g) replacement of light bulbs to Landlord's lighting fixtures (fluorescent or building standard only).
- YES (h) building management by Executive Management and Leasing, Phone # (803) 771-9884.
- YES (i) parking - see paragraph #10.
- _____ (j) other: _____.

Landlord shall not be liable for failure to furnish any of the foregoing when such failure is caused by accidents or conditions beyond the control of Landlord, or by repairs, labor disturbances or disputes of any character whether resulting from or caused by Landlord or otherwise; nor shall Landlord be liable under any circumstances for loss of or injury to property, however occurring, through or in connection with or incidental to the furnishing of any of the foregoing, nor shall any such failure relieve Tenant from duty to pay the full amount of rent herein reserved, or constitute or be construed as a constructive or other eviction of Tenant.

7. **INCREASE IN COST OF SERVICES AND REPAIRS:** The Tenant covenants to pay the Landlord, as additional rent hereunder, upon notice and demand, the proportionate part of any increase in the annual cost of operating and maintaining the building of which the Demised Premises are a part over the cost for the calendar year 2018 (hereafter called "base year") as is represented by the proportion between the Demised Premises and the total rentable area of said building.

For the purpose of this and other covenants requiring similar proportion, it is agreed the Demised Premises hereunder contains approximately 9,597 square feet and the total rentable area of the building is 199,846 square feet. For purpose of calculation, Tenant's pro rata share for purposes of calculation shall be .048%.

After each December 31, subsequent to the base year, cost statements for the year will be prepared and compared to the base year cost. Should there be any change in the cost of service, Tenant shall pay or receive credit for his proportionate by lump sum settlement.

In addition, the monthly rent beginning the first day of January will be adjusted if required by one twelfth (1/12) of the sum of the previous year's cost change over the base year. In no event will the rent be less than that which was paid in the base year or at the beginning of the Lease.

The cost of operating and maintaining the said building shall include water and sewer rents, the cost of heating, electricity, power, fuel, labor, supplies, janitorial service, security service, management and insurance, and all other items properly constituting direct operating costs according to standard accounting practices as determined by Landlord, managing agent, or accountant. Tenant, or its representative, shall have the right to examine Landlord's books and records with respect to items in the foregoing statement during normal business hours at any time within thirty (30) days following delivery by Landlord to Tenant of such statement. Unless Tenant shall take written exception to any items of such expenses within thirty (30) days after delivery of the foregoing statement, such statement shall be considered as final and accepted by Tenant. If this Lease terminates other than at the end of the calendar year, the additional rent, if any, under this provision for the partial year of occupancy shall be due and payable by Tenant for the period of his occupancy even though he has vacated. If the vacated Tenant has a credit due, a check will be issued forty-five (45) days after such original statement is sent. If Tenant is deficient, he shall forward payment to Landlord within thirty (30) days unless he takes written exception to such increase and in such case must notify Landlord of such exception within thirty (30) days. *Tenant's cost of service shall be capped at a not to exceed 5% increase per year.

8. **PAYMENT OF TAXES AND OTHER ASSESSMENTS:** Landlord shall pay annually all real estate taxes on the Demised Premises existing at the commencement of this Lease. However, Tenant shall pay its pro rata share of .048 % as enumerated in Paragraph 7, of any and all increases in the taxes and other assessments assessed or levied against the Demised Premises over and above amounts assessed for the year 2018 (to be known as "base year"), as well as any special assessment imposed upon the Demised Premises for any purpose whatsoever during the term, whether the increase in taxation results from a higher tax rate or an increase in the assessed valuation of the Demised Premises or of both. However, if the improvements upon the Demised Premises are not fully assessed by the local assessor's office during the agreed upon base year, the base year will be amended in the following manner: the millage rate established in the base year shall be applied to the fully assessed value when fully assessed by the Tax Assessor's office. Should the full assessment not be completed until after this Lease expires or is terminated, this increase will be due and payable upon demand. Such payment shall be made by Tenant to Landlord not later than thirty (30) days following the date on which Landlord provides Tenant with written evidence of such increase. In the event the Demised Premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the Demised Premises shall be determined by proration as herein above defined. If the final year of the lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax beyond the lease term.

In the event that any documentary stamp tax, or tax levied on the rental, leasing or letting of the Demised Premises, whether local, state, or federal, is required to be paid due to execution hereof, the cost thereof shall be borne by the Tenant.

Tenant at all times shall be responsible for and shall pay, before delinquency, all municipal, county, state or federal taxes assessed against any leasehold interest or any fixtures, equipment, stock-in-trade, or other personal property of any kind, installed or used in or on the Demised Premises.

Should any governmental taxing authority acting under any present or future law, ordinance, or regulation, levy, assess, or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the rentals payable by Tenant to Landlord, either by way of substitution or in addition to any existing tax on land or buildings or otherwise, Tenant shall be responsible for and shall pay such tax, excise and/or assessment, or shall reimburse the Landlord for the amount thereof, as the case may be.

9. **SUBORDINATION OF LEASE:** It is agreed that the rights of the Tenant hereunder shall be and shall remain subordinate to the right and lien of any bona fide mortgage placed upon said Demised Premises by Landlord during or before the term of this Lease, and if requested by mortgagee, Tenant will execute a subordination agreement.

10. **PARKING:** See Paragraph 32 (Additional Provisions).

11. **ENTRY BY LANDLORD:** Landlord shall have the right to enter the Demised Premises at reasonable times for the purpose of inspection, posting notices or supervising any necessary repairs and maintenance required herein to be performed by Landlord. Sixty (60) days prior to the expiration of this Lease, Landlord may post suitable notice on the Demised Premises that same are for rent and may show same to prospective tenants at reasonable times.

12. **ASSIGNMENT AND SUBLETTING:** Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, by operation of law, and neither all nor any part of the Demised Premises shall be sublet by Tenant without the written consent of Landlord first had and obtained; however, Landlord agrees not to withhold unreasonably its consent for Tenant to sublet the Demised Premises. Landlord may withhold consent to sublease should the sublease rental be greater than contract rent. If Landlord withholds such consent because of this condition, Landlord must cancel this Lease. In the event this Lease or any interest herein is assigned or the Demised Premises or any part thereof is sublet, whether with or without Landlord's consent, Tenant shall remain fully liable under all terms, covenants, and conditions of this Lease. In no event will any provision herein stated to renew, extend or purchase be available to any assignee or subtenant.

Tenant hereby agrees to employ EM&L, Inc. to perform any and all subletting of the Demised Premises and will pay Colliers Keenan Inc. a commission based on their then published commission schedule.

13. **WAIVER OF COVENANTS:** No forbearance by either party to seek a remedy for any breach of this Lease shall be deemed a waiver by such party of its rights or remedies with respect to such breach. It is agreed that

the waiving of any of the covenants of this Lease by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

14. **DEFAULT BY TENANT:** This Lease is made upon the condition that the Tenant shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and if any of the following events of default shall occur, to-wit: (a) any installment of rent, additional rent, taxes, or any other sums required to be paid by Tenant hereunder, or any part thereof, shall at any time be in arrears and unpaid for fifteen (15) days after written demand therefor, or (b) there be any default on the part of Tenant in the observance or performance of any of the other covenants or agreements, or conditions of this Lease on the part of Tenant to be kept and performed, and said default shall continue for a period of fifteen (15) days after written notice thereof from Landlord to Tenant (unless such default cannot reasonably be cured within fifteen (15) days and Tenant shall have commenced to cure said default within said fifteen (15) days and continues diligently to pursue the curing of the same), or (c) Tenant shall file a petition in bankruptcy or be adjudicated a bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors, or (d) any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Demised Premises shall be appointed in any action, suit or proceeding by or against Tenant and such proceeding or action shall not have been dismissed within thirty (30) days after such appointment, or (e) the leasehold estate hereby created shall be taken on execution or by other process of law, or (f) Tenant shall admit in writing its inability to pay its obligations generally as they become due, or (g) Tenant shall vacate or abandon the Demised Premises, then and in any of said cases, Landlord at its option may terminate this Lease and re-enter upon the Demised Premises and take possession thereof with full right to sue for and collect all sums or amounts with respect to which Tenant may then be in default and accrued up to the time of such entry, including damages to Landlord by reason of any breach or default on the part of Tenant, or Landlord may, if it elects to do so, bring suit for the collection of such rents and damages without entering into possession of the Demised Premises or voiding this Lease.

In addition to, but not in limitation of, any of the remedies set forth in this Lease or given to Landlord by law or in equity, Landlord shall also have the right and option, in the event of any default by Tenant under this Lease and the continuance of such default after the period of notice above provided, to retake possession of the Demised Premises from Tenant without process of law, by summary proceedings or otherwise, and it is agreed that the commencement and prosecution of any action by Landlord in forcible entry and detainer, ejectment or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the Demised Premises, shall not be construed as an election to terminate this Lease unless Landlord expressly exercises its option hereinabove provided to declare the term hereof ended, whether or not such entry or re-entry be had or taken under summary proceedings or otherwise, and shall not be deemed to have absolved or discharged Tenant from any of its obligations and liabilities for the remainder of the term of this Lease, and Tenant shall, notwithstanding such entry or re-entry, continue to be liable for the payment of the rents and the performance of the other covenants and conditions hereof and shall pay to Landlord all monthly deficits after any such re-entry in monthly installments as the amounts of such deficits from time to time are ascertained and, in the event of any such ouster, Landlord rents or leases the Demised Premises to some other person, firm or corporation (whether for a term greater, less than or equal to the unexpired portion of the term created hereunder) for an aggregate rent during the portion of such new lease co-extensive with the term created hereunder which is less than the rent and other charges which Tenant would pay hereunder for such period, Landlord may immediately upon the making of such new lease or the creation of such new tenancy sue for and recover the differences between the aggregate rental provided for in said new lease for the portion of the term co-extensive with the term created hereunder and rent which Tenant would pay hereunder for such period, together with any expense to which Landlord may be put for brokerage commission, placing the Demised Premises in tenantable condition or otherwise. If such new lease or tenancy is made for a shorter term than the balance of the term of this Lease, any such action brought by Landlord to collect the deficit for that period shall not bar Landlord from thereafter suing for any loss accruing during the balance of the unexpired term of this Lease.

If Tenant at any time shall fail to pay any taxes, assessments, or liens, or to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred shall accrue interest at a rate of eighteen percent (18%) from the date of payment or incurring thereof by Landlord and shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon demand. All other sums payable by Tenant to Landlord under this Lease, if not paid when due, shall accrue interest at a rate of eighteen percent (18%) from their due date until paid, said interest to be so much additional rent under this Lease and shall be paid to Landlord by Tenant upon demand.

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

Tenant agrees to pay a reasonable attorney's fee and all costs if Landlord, in its sole discretion, employs an attorney to collect any rent, additional rent, or any other sums payable under this Lease or to enforce any covenants, agreements, or conditions on the part of the Tenant to be kept and performed; and Tenant expressly waives all exemptions secured to the Tenant under the laws of the State of South Carolina or of any other State of the United States as against the collection of any debt herein or hereby incurred or secured. For the purpose of any suit brought by Landlord or based on this Lease, this Lease shall be construed to be a divisible contract to the end that successive actions may be maintained as successive periodic sums shall mature under this Lease, and it is further agreed that failure to include in any suit any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovering of said sum or sums so omitted.

15. INSURANCE / INDEMNITY:

A. Tenant is a self-insured Municipal Corporation and Political subdivision of the State of South Carolina. Tenant acknowledges that it is solely responsible for insuring its contents through self-insurance or otherwise.

B. "Property Insurance": Landlord shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Demised Premises, in the amount of the full replacement value thereof, providing against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (Special Cause of Loss Form) and loss of rents. Tenant shall pay during the term hereof, in addition to rent, the amount of any increase in premiums for the insurance required under this Paragraph 15(b) over and above such premiums paid by Landlord during the first full year of the term of this Lease in which Landlord shall have maintained the insurance required under this Paragraph 15(b), whether such premium increase shall be the result of the nature of Tenant's occupancy, any act or omission of Tenant, requirements of the holder of a mortgage or deed of trust covering the Demised Premises, or increased valuation of the Demised Premises. Tenant shall pay any such premium increases to Landlord within thirty (30) days after receipt by Tenant of a copy of the premium statement or other satisfactory evidence of the amount due. If the insurance policies maintained hereunder cover other improvements in addition to the Demised Premises, Landlord shall also deliver to Tenant a statement of the amount of such increase attributable to the Demised Premises and showing in reasonable detail the manner in which such amount was computed. If the term of this Lease shall not expire concurrently with the expiration of the period covered by such insurance, Tenant's liability for premium increases shall be prorated on an annual basis. If the Demised Premises are less than the total property the base pro rata share shall be the same as in Section 8 (Taxes).

C. "Insurance Policies": Insurance required hereunder shall be in companies rated A or better in "Best's Insurance Guide." Tenant shall deliver to Landlord copies of policies of liability insurance required under Paragraph 15(a) or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days' prior written notice to Landlord. Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which will invalidate the insurance policies referred to in Paragraphs 15(a) and (b).

D. "Waiver of Subrogation": Tenant and Landlord each hereby waives any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Tenant and Landlord shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

E. "Indemnity": Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Demised Premises, or from any activity, work or things done, permitted or suffered by Tenant in or about the Demised Premises or elsewhere and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of Tenant's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim. Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Demised Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord.

G. "Exemption of Landlord from Liability": Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Demised Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Demised Premises or upon other portions of the building of which the Demised Premises are a part, or from other sources or places, and

regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Demised Premises are located.

16. **DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY:** If the Demised Premises or any part thereof shall be substantially damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the Demised Premises without expense to Tenant, subject to delays due to adjustment of insurance claims, strikes and other causes beyond Landlord's control. If such damage or destruction shall render the Demised Premises untenable in whole or in part, the rent shall be abated wholly or proportionally as the case may be until the damage shall be repaired and the Demised Premises restored. If the damage or destruction shall be so extensive as to require the substantial rebuilding (i.e., expenditure of fifty (50%) percent or more of replacement cost) of the building or buildings of which the Demised Premises are part, Landlord or Tenant may elect to terminate this Lease by written notice to the other given within thirty (30) days after the occurrence of such damage or destruction, unless the Landlord has contracted for or begun reconstruction. If it is anticipated that said rebuilding will take in excess of ninety

(90) days, Landlord shall notify Tenant and Tenant shall be given the option of canceling said Lease within five (5) working days of said notification or Landlord may rebuild or contract for said rebuilding of which the Demised Premises are a part.

Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the Demised Premises or the premises of which they are a part or to the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver. Landlord hereby agrees to keep the building insured against fire and other perils normally covered by fire and extended coverage.

17. **HOLDOVER:** Should Tenant remain in possession of the Demised Premises or any part thereof after the expiration of the term of this Lease, such holding over shall, unless otherwise agreed in writing, constitute a month to month tenancy only, and Tenant shall pay as monthly rental one and one half (1 1/2) times the monthly rental assessed during the last month of the term of this Agreement. Tenant agrees to give Landlord thirty (30) days prior written notice of Tenant's intent to vacate the Demised Premises. Landlord may terminate the month to month tenancy by providing Tenant thirty (30) days prior written notice.

18. **DEFAULT OF LANDLORD:** If at any time during the term hereof Landlord shall default in any of its obligations under this Lease, Tenant may give the written notice to Landlord of its intention to terminate the lease, together with a statement of the nature of such default, and such termination shall become effective on the thirtieth (30th) day after the date of such notice unless (a) such default shall be cured within thirty (30) days after such a notice or (b) if the default is of such nature that it cannot be cured within such period, the necessary steps to cure such default are duly taken within such period and are thereafter diligently pursued.

19. **CONDEMNATION:** In the event any part of the Demised Premises shall be taken or condemned at any time during the term hereof through the exercise of power of eminent domain, with or without litigation, and Tenant shall determine that the remaining portion of the Demised Premises are not reasonably suitable for its use and occupation, Tenant may, by giving notice to Landlord within sixty (60) days after the date of such taking or condemnation, terminate this Lease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice, and Landlord shall refund any unearned rent paid in advance by Tenant. If Tenant does not terminate this Lease as provided above, this Lease shall continue in force as to the remaining portion of the Demised Premises and in such event the monthly rental thereafter payable by Tenant hereunder shall be adjusted and prorated in the exact ratio which the value of the Demised Premises after such taking or condemnation bears to the value of the Demised Premises immediately preceding the condemnation, and Landlord shall, at its own expense, make any repairs or alterations to said Demised Premises which may be necessary to restore the Demised Premises, in so far as possible, to their condition prior to the taking or condemnation.

In the event of the taking or condemnation of all or any portion of the Demised Premises if the Landlord and/or Tenant terminates the lease as provided above, Landlord and Tenant shall together pursue the claim against the condemning or taking authority for the value of the property taken or condemned and Tenant shall receive from the condemnation award the value of its improvements, if any, so taken; Tenant shall receive no other part of the condemnation award. If the lease is not terminated, Landlord shall receive the entire award in the condemnation proceeding.

In the event any part of the Demised Premises shall be taken or condemned at any time during the term hereof through the exercise of such power of eminent domain, with or without litigation, and the remainder of the Demised Premises shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by giving written notice to the Tenant within sixty (60) days after the date of such taking or condemnation, terminate this Lease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice. Rent shall be apportioned as of the termination date.

20. **QUIET ENJOYMENT:** If and so long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Demised Premises, subject, however, to the terms of this Lease, and Landlord will warrant and defend Tenant in the enjoyment and peaceful possession of the Demised Premises throughout the term of this Lease.

21. **NOTICES:** Any notice, demand or other instrument or written communication required or permitted to be given, served, made or delivered hereunder may be given, served, made or delivered by mailing the same by certified mail in a sealed envelope postage prepaid, and addressed as follows:

To the Landlord at the following address: MS Joint Venture % EM&L, Inc. P.O. Box 1239 Columbia, S.C. 29202	To the Tenant at the following address: Attention: City Manager City of Columbia P.O. Box 147 Columbia, SC 29217	With a copy to: Attention: General Services City of Columbia P.O. Box 147 Columbia, SC 29217
--	--	--

Any such notice, demand or other instrument or written communication mailed as above provided shall be deemed to have been given, served, made or delivered at the time that it was placed in the mail with sufficient postage attached.

22. **SIGNS AND BUILDING DIRECTORY:** No signs of any type shall be installed at or in any place on the building of which the Demised Premises are a part or on the exterior of the Demised Premises without prior written approval and consent of Landlord. Landlord may, at its option, install and maintain a building directory and reserves the right to limit the number of listings on such directory.

23. **RULES AND REGULATIONS:** Landlord may from time to time publicize such rules and regulations in writing which it may consider necessary and in the best interest of the building of which the Demised Premises are a part. Tenant agrees to abide by such rules and regulations so long as they do not unreasonably interfere with Tenant's use and occupancy of the Demised Premises.

24. **SURRENDER OF DEMISED PREMISES:** Tenant agrees to turn over all keys and to surrender the Demised Premises at the expiration or sooner termination of this Lease or any extensions thereof, broom-clean and in the same condition as when delivered to Tenant or as altered, pursuant to the provisions of this Lease, ordinary wear and tear and damage by the elements excepted, and Tenant shall remove all of its property. Tenant agrees to pay a reasonable cleaning charge should it be necessary for Landlord to restore or cause to be restored the Demised Premises to the same condition as when delivered to Tenant.

25. **RIGHTS OF SUCCESSORS AND ASSIGNS:** The covenants and agreements contained in the within lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, successors, distributees, executors, administrators, legal representatives, and assigns and upon their respective successors in interest, except as expressly otherwise hereinabove provided.

26. **COMMISSIONS:** Landlord acknowledges the services of Executive Management and Leasing, Inc. as real estate Broker in procurement of this Lease and all expansions, extensions and renewals, and in consideration thereof does hereby agree to pay said Broker a commission on the rentals of the Demised Premises in accordance with their separate agreement. Landlord acknowledges that this agreement shall be binding on his heirs, successors and assigns and will follow the land.

27. **SECURITY DEPOSIT:** N/A

28. **CONDITION OF THE DEMISED PREMISES:** Tenant has inspected and accepts the Demised Premises in the same condition they are in at the time of commencement of the term of this Lease.

29. **FAILURE TO PERFORM COVENANT:** Any failure on the part of either party to this Lease to perform any obligation hereunder, and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any other similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues, save and except that the provisions of this paragraph shall not excuse a non-payment of rent or other sums due hereunder on its due date.

30. **CONSTRUCTION OF LEASE:** The word "Landlord" as used herein shall refer to the individual, individuals, partnership or corporation called "Landlord" at the commencement of this Lease, and the word "Tenant" shall likewise refer to the individual, individuals, partnership, or corporation called "Tenant" at the commencement of this Lease. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

31. **SUBMISSION OF DOCUMENT:** The submission of this document for examination does not constitute an option or offer to lease the Demised Premises. This document shall have no binding effect on the parties unless executed by the Landlord and the Tenant and a fully executed copy is delivered to the Tenant.

32. **ADDITIONAL PROVISIONS:** Insofar as the following provisions conflict with any other provision of this Lease, the following shall control:

1)	BASE RENTAL RATE	MONTHLY
5/01/18 thru 7/31/18	0	0
8/01/18 thru 5/31/19	\$17.50	\$13,995.63
6/01/19 thru 5/31/20	\$18.03	\$14,419.49
6/01/20 thru 5/31/21	\$18.57	\$14,851.36
6/01/21 thru 5/31/22	\$19.12	\$15,291.22
6/01/22 thru 5/31/23	\$19.70	\$15,755.08
6/01/23 thru 5/31/24	\$20.29	\$16,226.93
6/01/24 thru 5/31/25	\$20.90	\$16,714.78

2) Tenant will handle its own parking requirement.

3) Landlord at Landlord's expense will upfit space per Exhibit B.

4) Landlord at Landlord's expense will replace carpet to meet specifications on attached Exhibit C.

5) Tenant's space will be operational 24 hours, 7 days a week.

6) Tenant's regular office power requirement will have back up generator availability.

- 7) Landlord will provide building access cards to all City of Columbia staff that work in the Customer Care Center.
- 8) Landlord will provide the Communication pathway. Tenant will be responsible for pulling communication cable and terminating cable.
- 9) Landlord at Landlord's expense will supply twenty-four (24) cubicles from the 4th floor to the Mezzanine and include an additional ten (10) cubicles to match as close as possible.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be effective as of the day and year of the last signature hereinbelow.

WITNESS:

LANDLORD: MS JOINT VENTURE

By: _____

Its: _____

Date: _____

TENANT: CITY OF COLUMBIA

By: _____

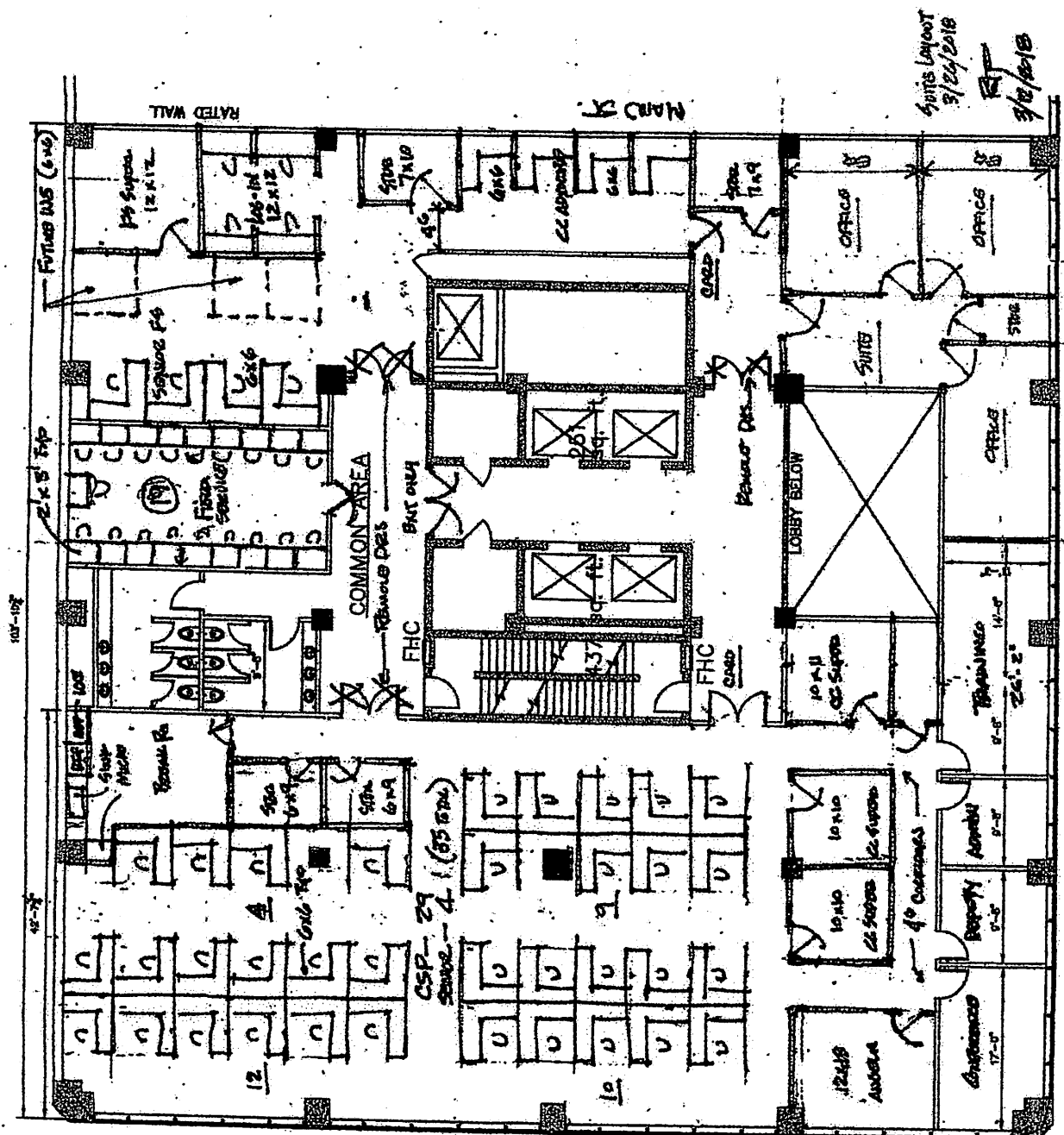
Its: _____

Date: _____

APPROVED AS TO FORM

4/9/18

Legal Department City of Columbia, SC



1100 CENTRAL AVENUE 1ST FLOOR 1ST CUSTOMER CARE CENTER		JOB TITLE (JOB)		DATE		NO. POSITIONS FTE FTE		FTE		FTE	
CUSTOMER SERVICE ADMINISTRATION				1		1		1		1	
DEPUTY CUSTOMER SERVICE ADMINISTRATION				1		1		1		1	
TRAINING COORDINATOR				1		1		1		1	
CUSTOMER CARE SUPERVISOR FIELD SERVICE				1		1		1		1	
CUSTOMER CARE SUPERVISOR CALL CENTER				1		1		1		1	
CUSTOMER SERVICE SUPERVISOR				1		1		1		1	
CUSTOMER SERVICE REP SR				1		1		1		1	
CUSTOMER SERVICE REP REG				1		1		1		1	
CUSTOMER CARE MONITOR				1		1		1		1	
CUSTOMER SERVICE FIELD REP				1		1		1		1	
CUSTOMER SERVICE IND MGT				1		1		1		1	
CUSTOMER SERVICE FIELD NON-SERIAL				1		1		1		1	
ADMINISTRATIVE ASSISTANT, LEAD				1		1		1		1	

o Prepared Customer Care Center o

1401 MAIN STREET
MEZZANINE LEVEL

9/25/25

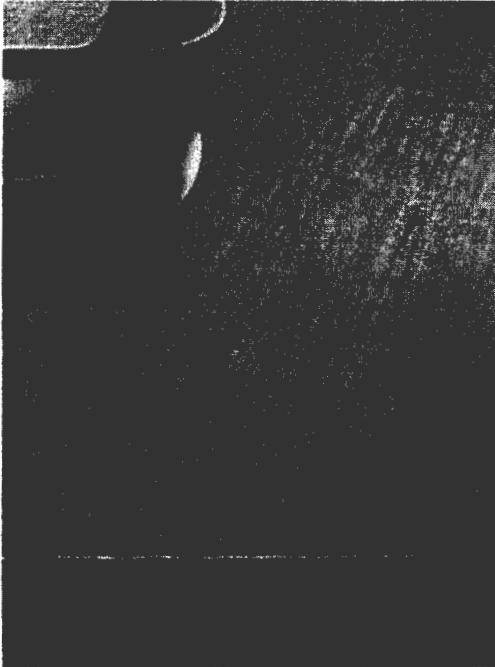
Exhibit "C"



Beautiful Abandon Collection

GT099 Character Lines Tile

Mohawk Group

**DESIGN**

Product Type:	Tile
Construction:	Tufted
Minimum Sq. Yd.:	No Minimum
Surface Texture:	Level Multi Colored Patterned Loop
Gauge:	1/12 (47.00 rows per 10 cm)
Density:	4,675
Weight Density:	93,500
Stitches Per Inch:	11.5 (45.28 per 10 cm)
Finished Pile Thickness:	.154" (3.91 mm)
Dye Method:	Solution Dyed / Yarn Dyed
Backing Material:	EcoFlex ICT
Fiber Type:	Antron® Legacy Nylon
Fiber Technology:	Duracolor® Stain Resistant System by Mohawk Group. Passes GSA requirements for permanent stain resistant carpet
Face Weight:	20.0 oz. per sq. yd. (678 g/m2)
Pattern Repeat:	Not Applicable
Size:	24" x 24" (.6096 m x .6096 m)
Installation Method:	Monolithic, Vertical Ashlar, Brick Ashlar, Quarter Turn
Soil Release Technology:	DuraTech®
GSA Stain Release Rating:	Pass
Foot Traffic Recommendation TARR:	Severe

SUSTAINABILITY

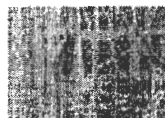
IAQ Green Label Plus:	Green Label Plus 1098
Pre-Consumer Recycled Content:	41%
NSF 140:	Gold
Declare Label:	Declared

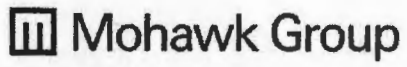
PERFORMANCE

Static:	AATCC 134 Under 3.5 KV
Flammability:	Passes DOC-FF-1-70 Pill Test
Smoke Density:	NBS Smoke Chamber NFPA-258 - Less than 450 Flaming Mode

SERVICE

Warranties:	Lifetime Limited Carpet Tile Warranty, Lifetime Static
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Antiquity138
Remnants201
Alluring Origins217
Lasting Impression218
Foundation224
Contemporary
History231
Industrial Patina236
Traces



Beautiful Abandon Collection

GT099 Character Lines Tile

Mohawk Group



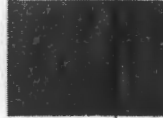
334
Vestiges



344
Natural Perfection



346
Artifact



356
Relics



512
Rubble



537
Cherished Ruins



548
Preserved



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-031 - Authorizing the City Manager to execute a 7th Lease Amendment Agreement between the City of Columbia and MS Joint Venture for the lease of the 10th floor of 1401 Main Street

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Provide high quality municipal services

ATTACHMENTS:

- **#a:** R-2018-031 7th Lease Amendment 1401 Main 10th fl (PDF)

RESOLUTION NO.: R-2018-031

Authorizing the City Manager to execute a 7th Lease Amendment Agreement between the City of Columbia and MS Joint Venture for the lease of the 10th floor of 1401 Main Street

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2018, that the City Manager is hereby authorized to execute the attached 7th Lease Amendment Agreement between the City of Columbia and MS Joint Venture, or on a form approved by the City Attorney, for the lease of the 10th floor of 1401 Main Street.

(Funding Source: 1011501/636300 and 1011120/636300).

Requested by:

Assistant City Manager Palen

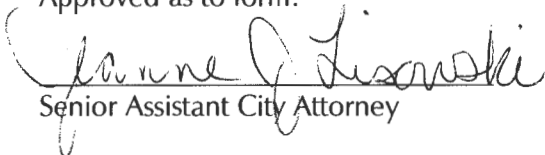
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

EM&L
COMMERCIAL REAL ESTATE
P.O. BOX 1239
COLUMBIA, SOUTH CAROLINA 29202

TELEPHONE (803) 771-9884
FAX: (803) 771-9887

7th LEASE AMENDMENT AGREEMENT

THIS AGREEMENT, made by and between MS Joint Venture hereinafter referred to as "Landlord"), and City of Columbia, hereinafter referred to as "Tenant");

WITNESSETH:

WHEREAS, Landlord and Tenant did enter into a Lease Agreement dated the 10th day of September 2002 for premises known as 1401 Main Street, and located on the 10th floor and amended on August 27th, 2004 and amended September 24th, 2007 and amended on January 6th, 2014; and;

WHEREAS, the parties hereto desire to make certain amendment(s) to their said Lease Agreement; and;

NOW THEREFORE, the parties for and in consideration of these presents and the mutual agreements herein, covenant and agree that the said Lease Agreement is amended, effective May 1, 2018 as follows:

1. Tenant's lease/termination date shall change to May 31st, 2025.
2. Base Rental Rate Monthly

4/01/18 thru 10/31/20	\$16.00	\$20,466.67
11/01/20 thru 5/31/21	\$18.57	\$23,754.13
6/01/21 thru 5/31/22	\$19.12	\$24,457.67
6/01/22 thru 5/31/23	\$19.70	\$25,199.58
6/01/23 thru 5/31/24	\$20.29	\$25,954.29
6/01/24 thru 5/31/25	\$20.90	\$26,734.58
3. Landlord at Landlord's expense will replace carpet throughout 10th floor to meet specifications on attached Exhibit C; replace stained ceiling tiles; install missing trim; replace missing/broken outlet plates; install door stops on office doors.
4. Landlord at Landlord's expense will in the IT Department: women's bathroom - repair toilet dispenser in middle stall and repair or replace soap dispenser; breakroom - install new flooring. In the Legal Department: breakroom - install new flooring, install a larger sink, install new waterline to ice maker/freezer; women's bathroom - install new flooring, wallpaper and replace faucet with one handle faucet.

THIS AGREEMENT, by reference to the above stated Lease Agreement shall, when fully executed, form a part thereof; and

ALL OTHER TERMS AND CONDITIONS of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be effective as of the day and year of the last signature hereinbelow.

WITNESS:

WITNESS:

LANDLORD: MS JOINT VENTURE

By: _____
David Loy, Its Managing Member
Date: _____

TENANT: CITY OF COLUMBIA

By: _____
Teresa B. Wilson, City Manager
Date: _____

APPROVED AS TO FORM

4/9/18

Legal Department City of Columbia, SC

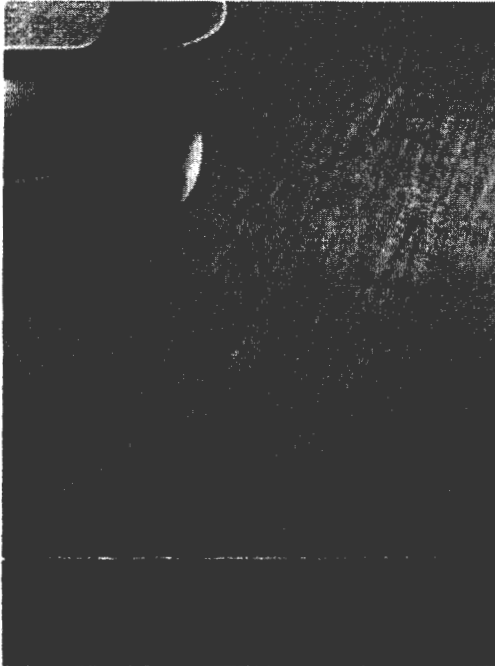
Exhibit "C"



Beautiful Abandon Collection

GT099 Character Lines Tile

Mohawk Group

**DESIGN**

Product Type:	Tile
Construction:	Tufted
Minimum Sq. Yd.:	No Minimum
Surface Texture:	Level Multi Colored Patterned Loop
Gauge:	1/12 (47.00 rows per 10 cm)
Density:	4,675
Weight Density:	93,500
Stitches Per Inch:	11.5 (45.28 per 10 cm)
Finished Pile Thickness:	.154" (3.91 mm)
Dye Method:	Solution Dyed / Yarn Dyed
Backing Material:	EcoFlex ICT
Fiber Type:	Antron® Legacy Nylon
Fiber Technology:	Duracolor® Stain Resistant System by Mohawk Group. Passes GSA requirements for permanent stain resistant carpet
Face Weight:	20.0 oz. per sq. yd. (678 g/m2)
Pattern Repeat:	Not Applicable
Size:	24" x 24" (.6096 m x .6096 m)
Installation Method:	Monolithic, Vertical Ashlar, Brick Ashlar, Quarter Turn
Soil Release Technology:	DuraTech®
GSA Stain Release Rating:	Pass
Foot Traffic Recommendation TARR:	Severe

SUSTAINABILITY

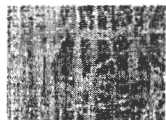
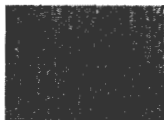
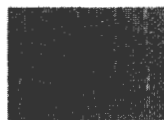
IAQ Green Label Plus:	Green Label Plus 1098
Pre-Consumer Recycled Content:	41%
NSF 140:	Gold
Declare Label:	Declared

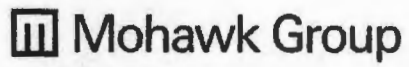
PERFORMANCE

Static:	AATCC 134 Under 3.5 KV
Flammability:	Passes DOC-FF-1-70 Pill Test
Smoke Density:	NBS Smoke Chamber NFPA-258 - Less than 450 Flaming Mode

SERVICE

Warranties:	Lifetime Limited Carpet Tile Warranty, Lifetime Static
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Organic Moire116
Antiquity138
Remnants201
Alluring Origins217
Lasting Impression218
Foundation224
Contemporary History231
Industrial Patina236
Traces



Beautiful Abandon Collection

GT099 Character Lines Tile

Mohawk Group



334
Vestiges



344
Natural Perfection



348
Artifact



356
Relics



512
Rubble



537
Cherished Ruins



548
Preserved

**OFFICE
LEASE AGREEMENT**

BY AND BETWEEN

MS JOINT VENTURE

AND

CITY OF COLUMBIA

DATED

SEPTEMBER 19, 2002

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Exhibits (if any)

OFFICE LEASE (GROSS LEASE)

THIS LEASE is made and entered into this 10th day of September, 2002, by and between MS Joint Venture, hereinafter called "Landlord", and City of Columbia, hereinafter called "Tenant."

WITNESSETH:

In consideration of the covenants and agreements of the respective parties herein contained, the parties hereto, for themselves, their heirs, successors, distributees, administrators, legal representative and permitted assigns, do hereby agree as follows:

A. DEMISED PREMISES:

Landlord demises and leases to Tenant and Tenant agrees to lease from Landlord, for the term and upon the rental, covenants and agreements herein set forth those certain Demised Premises located in the State of South Carolina, County of Richland, in or near the City of Columbia, having an address of 1401 Main Street, 10th floor and more specifically described as follows: 10th floor, hereinafter "Demised Premises".

B. TERM AND DELIVERY OF DEMISED PREMISES:

TO HAVE TO HOLD said Demised Premises unto Tenant for a term of 5 years beginning on the 1st day of November, 2002 and ending at midnight on the 31st day of October, 2007

It is further agreed and understood that if Landlord is unable to deliver possession of the Demised Premises to the Tenant at the commencement of the term of this Lease because of the retention of possession thereof by parties other than Landlord, or because Landlord is unable to get the Demised Premises ready for occupancy by Tenant, then Landlord shall not be liable to Tenant for damages and this Lease shall not terminate, provided however, that Tenant shall have no obligation to pay hereunder until possession of the Demised Premises is delivered to Tenant. Landlord shall use all reasonable diligence to deliver possession of the Demised Premises to Tenant at the commencement of the within term.

It is anticipated that possession may be had on October 15th, 2002, however, if for any reason Landlord fails to give possession of the Demised Premises on that date, then this Lease and payment of rent will commence as of the day possession is given with the further understanding that possession must be had by November 1st, 2002, or Tenant may terminate this Lease by written notice given prior to the Landlord's tendering possession of the Demised Premises to the Tenant. If the term of this Lease shall commence on a day other than the first day of a calendar month, rental shall be paid for the portion of the month in proportion to the monthly rental rate as herein provided and the Lease shall be extended so as to cause the expiration of the term to be on the last day of the last month of the term.

C. COVENANTS AND CONDITIONS OF LEASE:

This Lease is made on the following covenants and conditions which are expressly agreed to by Landlord and Tenant:

1. **RENT:** Tenant covenants and agrees to pay as rental to Landlord the annual sum of \$93,024.00, said sum to be in lawful money of the United States, payable in equal monthly installments of \$7,752.00 or as outlined in Paragraph 32 of this Lease agreement. Said rental shall be payable monthly in advance to the offices of E M & L, Agent for Landlord. Rent is due on the first day of each month and shall not be withheld for any reason whatsoever. Said rent shall be considered delinquent if not received by the 10th day of the month. In the event Tenant shall fail to pay each rental on the due date a late charge of one and one-half (1½%) percent of the monthly rental, compounded monthly with a minimum of Ten and no/100 (\$10.00) Dollars per month, shall be added to the rental and paid to Landlord for each such late payment, and the same shall be treated as additional rent.

2. **AUTHORIZED USE:** Tenant agrees not to abandon or vacate the Demised Premises, not to use them for other than normal office purposes and not to use or permit them to be used for any offensive, noisy or dangerous trade or business, or in violation of any act or omission which will increase the rate of insurance on the Demised Premises, and if such rate be increased, Tenant agrees to pay Landlord such increased cost of insurance. Tenant will not obstruct entries and passageways so as to interfere with the use thereof by other tenants.

3. **TENANT ALTERATIONS:** Except as otherwise provided herein, Tenant shall not make, or suffer to be made, any alterations of the Demised Premises, or any part thereof, without the prior written consent of the Landlord. Any such alterations or improvements, whether made with or without Landlord's permission, and including,

but not limited to, permanent partitions, wall to wall carpeting, lighting, or attached shelving, shall, at the option of the Landlord, become the property of the Landlord (with no obligation of Landlord to pay for same) and may not be removed unless requested by the Landlord. Tenant may install at its expense and without Landlord's consent trade fixtures, movable office partitions, furniture and equipment and other personal property, and may remove same at any time provided that Tenant is not in default of this Lease and that any damage to the Demised Premises caused thereby shall be repaired by Tenant. Tenant shall not install or maintain any equipment, partitions, furniture, or apparatus, the weight or operation of which would tend to injure or be detrimental to the Demised Premises or unreasonably annoy or disturb other Tenants. Tenant shall at all times keep the Demised Premises free and clear of any lien or encumbrance of any kind created by Tenant's act under this paragraph or otherwise or by its omission.

4. **TENANT'S MAINTENANCE AND REPAIR OF DEMISED PREMISES:** Tenant agrees not to suffer or commit any waste and to keep and to do whatever is necessary to maintain the interior of its Demised Premises in good condition and repair, natural deterioration by ordinary use and reasonable wear, fire, the elements, and acts of God excepted. Tenant shall replace all broken glass in the Demised Premises except when such breakage may be covered by Landlord's normal fire and extended coverage insurance policy, and shall repair any damage, willful or otherwise, to the Demised Premises, caused by it, its agents, invitees or clients.

5. **LANDLORD'S MAINTENANCE AND REPAIR OF DEMISED PREMISES:** Landlord shall at its own expense keep and maintain in good repair and working order the heating and air conditioning equipment, plumbing, roof, foundation and exterior walls, electricity and fixtures, and parking lot. Landlord agrees to make all repairs that may become necessary by reason of fire, acts of war, insurrection or riot, earthquake, other elements including damage by termites, fungus growth or dry rot. Landlord shall be under no obligation to inspect the Demised Premises and Tenant shall be responsible for notifying Landlord in writing of any needed repairs after which Landlord shall have a reasonable time in which to make such repairs. Landlord shall not be held liable for any damage to Tenant for failure to make any such repairs unless due to Landlord's gross negligence.

6. **SERVICES AND UTILITIES FURNISHED BY LANDLORD:** Landlord shall, at its own expense, supply to Tenant in or upon the Demised Premises during the term of this Lease the following services and utilities only as specifically indicated:

- YES (a) electricity and heating and air conditioning during the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 1:00 p.m. on Saturdays and legal holidays. Electricity shall be furnished only for lighting and ordinary business appliances, such as typewriters, word processing equipment, copiers, fax machines and adding machines. *See paragraph 32
- YES (b) hot and cold running water in restrooms.
- YES (c) chilled drinking water within reasonable distance of the Demised Premises .
- YES (d) elevator service either attended or non-attended at Landlord's option.
- YES (e) janitorial and yard service in accordance with usual and customary schedule.
- YES (f) pest control, common area only.
- YES (g) replacement of light bulbs to Landlord's lighting fixtures (fluorescent or building standard only).
- YES (h) building management by Executive Management and Leasing, Phone # (803) 771-9884.
- YES (i) parking - see paragraph #10.
- _____ (j) other: _____.

Landlord shall not be liable for failure to furnish any of the foregoing when such failure is caused by accidents or conditions beyond the control of Landlord, or by repairs, labor disturbances or disputes of any character whether resulting from or caused by Landlord or otherwise; nor shall Landlord be liable under any circumstances for loss of or injury to property, however occurring, through or in connection with or incidental to the furnishing of any of the foregoing, nor shall any such failure relieve Tenant from duty to pay the full amount of rent herein reserved, or constitute or be construed as a constructive or other eviction of Tenant.

7. **INCREASE IN COST OF SERVICES AND REPAIRS:** The Tenant covenants to pay the Landlord, as additional rent hereunder, upon notice and demand, the proportionate part of any increase in the annual cost of operating and maintaining the building of which the Demised Premises are a part over the cost for the calendar year 2002 (hereafter called "base year") as is represented by the proportion between the Demised Premises and the total rentable area of said building.

For the purpose of this and other covenants requiring similar proportion, it is agreed the Demised Premises hereunder contains approximately 15,320 square feet and the total rentable area of the building is 199,846 square feet. For purpose of calculation, Tenant's pro rata share for purposes of calculation shall be .077 %.

After each December 31, subsequent to the base year, cost statements for the year will be prepared and compared to the base year cost. Should there be any change in the cost of service, Tenant shall pay or receive credit for his proportionate by lump sum settlement.

In addition, the monthly rent beginning the first day of January will be adjusted if required by one twelfth (1/12) of the sum of the previous year's cost change over the base year. In no event will the rent be less than that which was paid in the base year or at the beginning of the Lease.

The cost of operating and maintaining the said building shall include water and sewer rents, the cost of heating, electricity, power, fuel, labor, supplies, janitorial service, security service, management and insurance, and all other items properly constituting direct operating costs according to standard accounting practices as determined by Landlord, managing agent, or accountant. Tenant, or its representative, shall have the right to examine Landlord's books and records with respect to items in the foregoing statement during normal business hours at any time within thirty (30) days following delivery by Landlord to Tenant of such statement. Unless Tenant shall take written exception to any items of such expenses within thirty (30) days after delivery of the foregoing statement, such statement shall be considered as final and accepted by Tenant. If this Lease terminates other than at the end of the calendar year, the additional rent, if any, under this provision for the partial year of occupancy shall be due and payable by Tenant for the period of his occupancy even though he has vacated. If the vacated Tenant has a credit due, a check will be issued forty-five (45) days after such original statement is sent. If Tenant is deficient, he shall forward payment to Landlord within thirty (30) days unless he takes written exception to such increase and in such case must notify Landlord of such exception within thirty (30) days. * Tenant's cost of service shall be capped at a not to exceed 5% increase per year.

8. **PAYMENT OF TAXES AND OTHER ASSESSMENTS:** Landlord shall pay annually all real estate taxes on the Demised Premises existing at the commencement of this Lease. However, Tenant shall pay its pro rata share of .077 % as enumerated in Paragraph 7, of any and all increases in the taxes and other assessments assessed or levied against the Demised Premises over and above amounts assessed for the year 2002 (to be known as "base year"), as well as any special assessment imposed upon the Demised Premises for any purpose whatsoever during the term, whether the increase in taxation results from a higher tax rate or an increase in the assessed valuation of the Demised Premises or of both. However, if the improvements upon the Demised Premises are not fully assessed by the local assessor's office during the agreed upon base year, the base year will be amended in the following manner: the millage rate established in the base year shall be applied to the fully assessed value when fully assessed by the Tax Assessor's office. Should the full assessment not be completed until after this Lease expires or is terminated, this increase will be due and payable upon demand. Such payment shall be made by Tenant to Landlord not later than thirty (30) days following the date on which Landlord provides Tenant with written evidence of such increase. In the event the Demised Premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the Demised Premises shall be determined by proration as herein above defined. If the final year of the lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax beyond the lease term.

In the event that any documentary stamp tax, or tax levied on the rental, leasing or letting of the Demised Premises, whether local, state, or federal, is required to be paid due to execution hereof, the cost thereof shall be borne by the Tenant.

Tenant at all times shall be responsible for and shall pay, before delinquency, all municipal, county, state or federal taxes assessed against any leasehold interest or any fixtures, equipment, stock-in-trade, or other personal property of any kind, installed or used in or on the Demised Premises.

Should any governmental taxing authority acting under any present or future law, ordinance, or regulation, levy, assess, or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the rentals payable by Tenant to Landlord, either by way of substitution or in addition to any existing tax on land or buildings or otherwise, Tenant shall be responsible for and shall pay such tax, excise and/or assessment, or shall reimburse the Landlord for the amount thereof, as the case may be.

9. **SUBORDINATION OF LEASE:** It is agreed that the rights of the Tenant hereunder shall be and shall remain subordinate to the right and lien of any bona fide mortgage placed upon said Demised Premises by Landlord during or before the term of this Lease, and if requested by mortgagee, Tenant will execute a subordination agreement.

10. **PARKING:** Tenant is hereby granted the right to use or rent spaces in the building parking area (if available) in common with other tenants, and Landlord reserves the right to assign spaces in the parking area or otherwise control its use. Assignment or allocation of spaces to each Tenant when it becomes available will normally be determined by dividing the total number of spaces available into the total leasable square footage in the building and dividing that result into the number of square feet leased by each Tenant. Fractions will be rounded to the nearest whole number. Any charge for parking shall be specifically outlined in Paragraph 32 (Additional Provisions). Otherwise, parking shall be in common with other Tenants.

11. **ENTRY BY LANDLORD:** Landlord shall have the right to enter the Demised Premises at reasonable times for the purpose of inspection, posting notices or supervising any necessary repairs and maintenance required herein to be performed by Landlord. Sixty (60) days prior to the expiration of this Lease, Landlord may post suitable notice on the Demised Premises that same are for rent and may show same to prospective tenants at reasonable times.

12. **ASSIGNMENT AND SUBLETTING:** Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, by operation of law, and neither all nor any part of the Demised Premises shall be sublet by Tenant without the written consent of Landlord first had and obtained; however, Landlord agrees not to withhold unreasonably its consent for Tenant to sublet the Demised Premises. Landlord may withhold consent to sublease should the sublease rental be greater than contract rent. If Landlord withholds such consent because of this

condition, Landlord must cancel this Lease. In the event this Lease or any interest herein is assigned or the Demised Premises or any part thereof is sublet, whether with or without Landlord's consent, Tenant shall remain fully liable under all terms, covenants, and conditions of this Lease. In no event will any provision herein stated to renew, extend or purchase be available to any assignee or subtenant.

Tenant hereby agrees to employ EM&L, Inc. to perform any and all subletting of the Demised Premises and will pay Colliers Keenan Inc. a commission based on their then published commission schedule.

13. **WAIVER OF COVENANTS:** No forbearance by either party to seek a remedy for any breach of this Lease shall be deemed a waiver by such party of its rights or remedies with respect to such breach. It is agreed that the waiving of any of the covenants of this Lease by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

14. **DEFAULT BY TENANT:** This Lease is made upon the condition that the Tenant shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and if any of the following events of default shall occur, to-wit: (a) any installment of rent, additional rent, taxes, or any other sums required to be paid by Tenant hereunder, or any part thereof, shall at any time be in arrears and unpaid for fifteen (15) days after written demand therefor, or (b) there be any default on the part of Tenant in the observance or performance of any of the other covenants or agreements, or conditions of this Lease on the part of Tenant to be kept and performed, and said default shall continue for a period of fifteen (15) days after written notice thereof from Landlord to Tenant (unless such default cannot reasonably be cured within fifteen (15) days and Tenant shall have commenced to cure said default within said fifteen (15) days and continues diligently to pursue the curing of the same), or (c) Tenant shall file a petition in bankruptcy or be adjudicated a bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors, or (d) any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Demised Premises shall be appointed in any action, suit or proceeding by or against Tenant and such proceeding or action shall not have been dismissed within thirty (30) days after such appointment, or (e) the leasehold estate hereby created shall be taken on execution or by other process of law, or (f) Tenant shall admit in writing its inability to pay its obligations generally as they become due, or (g) Tenant shall vacate or abandon the Demised Premises, then and in any of said cases, Landlord at its option may terminate this Lease and re-enter upon the Demised Premises and take possession thereof with full right to sue for and collect all sums or amounts with respect to which Tenant may then be in default and accrued up to the time of such entry, including damages to Landlord by reason of any breach or default on the part of Tenant, or Landlord may, if it elects to do so, bring suit for the collection of such rents and damages without entering into possession of the Demised Premises or voiding this Lease.

In addition to, but not in limitation of, any of the remedies set forth in this Lease or given to Landlord by law or in equity, Landlord shall also have the right and option, in the event of any default by Tenant under this Lease and the continuance of such default after the period of notice above provided, to retake possession of the Demised Premises from Tenant without process of law, by summary proceedings or otherwise, and it is agreed that the commencement and prosecution of any action by Landlord in forcible entry and detainer, ejectment or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the Demised Premises, shall not be construed as an election to terminate this Lease unless Landlord expressly exercises its option hereinabove provided to declare the term hereof ended, whether or not such entry or re-entry be had or taken under summary proceedings or otherwise, and shall not be deemed to have absolved or discharged Tenant from any of its obligations and liabilities for the remainder of the term of this Lease, and Tenant shall, notwithstanding such entry or re-entry, continue to be liable for the payment of the rents and the performance of the other covenants and conditions hereof and shall pay to Landlord all monthly deficits after any such re-entry in monthly installments as the amounts of such deficits from time to time are ascertained and, in the event of any such ouster, Landlord rents or leases the Demised Premises to some other person, firm or corporation (whether for a term greater, less than or equal to the unexpired portion of the term created hereunder) for an aggregate rent during the portion of such new lease co-extensive with the term created hereunder which is less than the rent and other charges which Tenant would pay hereunder for such period, Landlord may immediately upon the making of such new lease or the creation of such new tenancy sue for and recover the differences between the aggregate rental provided for in said new lease for the portion of the term co-extensive with the term created hereunder and rent which Tenant would pay hereunder for such period, together with any expense to which Landlord may be put for brokerage commission, placing the Demised Premises in tenantable condition or otherwise. If such new lease or tenancy is made for a shorter term than the balance of the term of this Lease, any such action brought by Landlord to collect the deficit for that period shall not bar Landlord from thereafter suing for any loss accruing during the balance of the unexpired term of this Lease.

If Tenant at any time shall fail to pay any taxes, assessments, or liens, or to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred shall accrue interest at a rate of eighteen percent (18%) from the date of payment or incurring thereof by Landlord and shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon demand. All other sums payable by Tenant to Landlord under this Lease, if not paid when due, shall accrue interest at a rate of eighteen percent (18%) from their due date until paid, said interest to be so much additional rent under this Lease and shall be paid to Landlord by Tenant upon demand.

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

Tenant agrees to pay a reasonable attorney's fee and all costs if Landlord, in its sole discretion, employs an attorney to collect any rent, additional rent, or any other sums payable under this Lease or to enforce any covenants, agreements, or conditions on the part of the Tenant to be kept and performed; and Tenant expressly waives all exemptions secured to the Tenant under the laws of the State of South Carolina or of any other State of the United States as against the collection of any debt herein or hereby incurred or secured. For the purpose of any suit brought by Landlord or based on this Lease, this Lease shall be construed to be a divisible contract to the end that successive actions may be maintained as successive periodic sums shall mature under this Lease, and it is further agreed that failure to include in any suit any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovering of said sum or sums so omitted.

15. **INSURANCE / INDEMNITY:**

A. Tenant is a self-insured Municipal Corporation and Political sub-division of the State of South Carolina. Tenant acknowledges that it is solely responsible for insuring its contents through self insurance or otherwise.

B. "Property Insurance": Landlord shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Demised Premises, in the amount of the full replacement value thereof, providing against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (Special Cause of Loss Form) and loss of rents. Tenant shall pay during the term hereof, in addition to rent, the amount of any increase in premiums for the insurance required under this Paragraph 15(b) over and above such premiums paid by Landlord during the first full year of the term of this Lease in which Landlord shall have maintained the insurance required under this Paragraph 15(b), whether such premium increase shall be the result of the nature of Tenant's occupancy, any act or omission of Tenant, requirements of the holder of a mortgage or deed of trust covering the Demised Premises, or increased valuation of the Demised Premises. Tenant shall pay any such premium increases to Landlord within thirty (30) days after receipt by Tenant of a copy of the premium statement or other satisfactory evidence of the amount due. If the insurance policies maintained hereunder cover other improvements in addition to the Demised Premises, Landlord shall also deliver to Tenant a statement of the amount of such increase attributable to the Demised Premises and showing in reasonable detail the manner in which such amount was computed. If the term of this Lease shall not expire concurrently with the expiration of the period covered by such insurance, Tenant's liability for premium increases shall be prorated on an annual basis. If the Demised Premises are less than the total property the base pro rata share shall be the same as in Section 8 (Taxes).

C. "Exemption of Landlord from Liability": Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Demised Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Demised Premises or upon other portions of the building of which the Demised Premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Demised Premises are located.

16. **DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY:** If the Demised Premises or any part thereof shall be substantially damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the Demised Premises without expense to Tenant, subject to delays due to adjustment of insurance claims, strikes and other causes beyond Landlord's control. If such damage or destruction shall render the Demised Premises untenantable in whole or in part, the rent shall be abated wholly or proportionally as the case may be until the damage shall be repaired and the Demised Premises restored. If the damage or destruction shall be so extensive as to require the substantial rebuilding (i.e., expenditure of fifty (50%) percent or more of replacement cost) of the building or buildings of which the Demised Premises are part, Landlord or Tenant may elect to terminate this Lease by written notice to the other given within thirty (30) days after the occurrence of such damage or destruction, unless the Landlord has contracted for or begun reconstruction. If it is anticipated that said rebuilding will take in excess of ninety (90) days, Landlord shall notify Tenant and Tenant shall be given the option of canceling said Lease within five (5) working days of said notification or Landlord may rebuild or contract for said rebuilding of which the Demised Premises are a part.

Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the Demised Premises or the premises of which they are a part or to the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver. Landlord hereby agrees to keep the building insured against fire and other perils normally covered by fire and extended coverage.

17. **HOLDOVER:** Should Tenant remain in possession of the Demised Premises or any part thereof after the expiration of the term of this Lease, such holding over shall, unless otherwise agreed in writing, constitute a month to month tenancy only, and Tenant shall pay as monthly rental one and one half (1 1/2) times the monthly rental assessed during the last month of the term of this Agreement. Tenant agrees to give Landlord thirty (30) days prior

written notice of Tenant's intent to vacate the Demised Premises. Landlord may terminate the month to month tenancy by providing Tenant thirty (30) days prior written notice.

18. **DEFAULT OF LANDLORD:** If at any time during the term hereof Landlord shall default in any of its obligations under this Lease, Tenant may give the written notice to Landlord of its intention to terminate the lease, together with a statement of the nature of such default, and such termination shall become effective on the thirtieth (30th) day after the date of such notice unless (a) such default shall be cured within thirty (30) days after such a notice or (b) if the default is of such nature that it cannot be cured within such period, the necessary steps to cure such default are duly taken within such period and are thereafter diligently pursued.

19. **CONDEMNATION:** In the event any part of the Demised Premises shall be taken or condemned at any time during the term hereof through the exercise of power of eminent domain, with or without litigation, and Tenant shall determine that the remaining portion of the Demised Premises are not reasonably suitable for its use and occupation, Tenant may, by giving notice to Landlord within sixty (60) days after the date of such taking or condemnation, terminate this Lease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice, and Landlord shall refund any unearned rent paid in advance by Tenant. If Tenant does not terminate this Lease as provided above, this Lease shall continue in force as to the remaining portion of the Demised Premises and in such event the monthly rental thereafter payable by Tenant hereunder shall be adjusted and prorated in the exact ratio which the value of the Demised Premises after such taking or condemnation bears to the value of the Demised Premises immediately preceding the condemnation, and Landlord shall, at its own expense, make any repairs or alterations to said Demised Premises which may be necessary to restore the Demised Premises, in so far as possible, to their condition prior to the taking or condemnation.

In the event of the taking or condemnation of all or any portion of the Demised Premises if the Landlord and/or Tenant terminates the lease as provided above, Landlord and Tenant shall together pursue the claim against the condemning or taking authority for the value of the property taken or condemned and Tenant shall receive from the condemnation award the value of its improvements, if any, so taken; Tenant shall receive no other part of the condemnation award. If the lease is not terminated, Landlord shall receive the entire award in the condemnation proceeding.

In the event any part of the Demised Premises shall be taken or condemned at any time during the term hereof through the exercise of such power of eminent domain, with or without litigation, and the remainder of the Demised Premises shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by giving written notice to the Tenant within sixty (60) days after the date of such taking or condemnation, terminate this Lease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice. Rent shall be apportioned as of the termination date.

20. **QUIET ENJOYMENT:** If and so long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Demised Premises, subject, however, to the terms of this Lease, and Landlord will warrant and defend Tenant in the enjoyment and peaceful possession of the Demised Premises throughout the term of this Lease.

21. **NOTICES:** Any notice, demand or other instrument or written communication required or permitted to be given, served, made or delivered hereunder may be given, served, made or delivered by mailing the same by certified mail in a sealed envelope postage prepaid, and addressed as follows:

To the Landlord at the following address:
MS Joint Venture
% EM&L, Inc.
P.O. Box 1239
Columbia, S.C. 29202

To the Tenant at the following address:
City of Columbia
P.O. Box 147
Columbia, SC 29217

Any such notice, demand or other instrument or written communication mailed as above provided shall be deemed to have been given, served, made or delivered at the time that it was placed in the mail with sufficient postage attached.

22. **SIGNS AND BUILDING DIRECTORY:** No signs of any type shall be installed at or in any place on the building of which the Demised Premises are a part or on the exterior of the Demised Premises without prior written approval and consent of Landlord. Landlord may, at its option, install and maintain a building directory and reserves the right to limit the number of listings on such directory.

23. **RULES AND REGULATIONS:** Landlord may from time to time publicize such rules and regulations in writing which it may consider necessary and in the best interest of the building of which the Demised Premises are a part. Tenant agrees to abide by such rules and regulations so long as they do not unreasonably interfere with Tenant's use and occupancy of the Demised Premises.

24. **SURRENDER OF DEMISED PREMISES:** Tenant agrees to turn over all keys and to surrender the Demised Premises at the expiration or sooner termination of this Lease or any extensions thereof, broom-clean and in the same condition as when delivered to Tenant or as altered, pursuant to the provisions of this Lease, ordinary wear and tear and damage by the elements excepted, and Tenant shall remove all of its property. Tenant agrees to pay a reasonable cleaning charge should it be necessary for Landlord to restore or cause to be restored the Demised Premises to the same condition as when delivered to Tenant.

25. **RIGHTS OF SUCCESSORS AND ASSIGNS:** The covenants and agreements contained in the within lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, successors, distributees, executors, administrators, legal representatives, and assigns and upon their respective successors in interest, except as expressly otherwise hereinabove provided.

26. **COMMISSIONS:** Landlord acknowledges the services of Executive Management and Leasing, Inc. as real estate Broker in procurement of this Lease and all expansions, extensions and renewals, and in consideration thereof does hereby agree to pay said Broker a commission on the rentals of the Demised Premises in accordance with their separate agreement. Landlord acknowledges that this agreement shall be binding on his heirs, successors and assigns and will follow the land.

27. **SECURITY DEPOSIT:** As security for the faithful performance by Tenant of all of the terms and conditions of this Lease on Tenant's part to be performed, Tenant has deposited with Landlord the sum of N/A Dollars. Such amount shall be returned to Tenant, without interest, within thirty (30) days after the day set forth for the expiration or sooner termination of the term herein if Tenant has fully and faithfully carried out all of the terms, covenants, and conditions of this Lease on its part to be performed. Landlord shall have the right to apply any part of said deposit to cure any default of Tenant, including but not limited to damages and payment of rent. The application of the deposit shall be at the sole discretion of Landlord. It is expressly understood that this remedy is in addition to all other remedies vested in Landlord.

In the event of a sale of the building of which the Demised Premises are a part or lease of the land on which it stands subject to this Lease, Landlord shall have the right to transfer the security to the purchaser and Landlord and his Agent shall be released by Tenant from all liability for the return of such security and Tenant shall look to the new landlord solely for the return of said security. It is agreed that this provision shall apply to every transfer or assignment made of the security to a new landlord. The security deposited under this Lease shall not be mortgaged, assigned, or encumbered by Tenant without the written consent of Landlord. In the event of any authorized assignment of this Lease by Tenant the said security deposit shall be deemed to be held by the Landlord as a deposit made by the assignee and Landlord shall have no further liability with respect to the return of said security to Tenant.

28. **CONDITION OF THE DEMISED PREMISES:** Tenant has inspected and accepts the Demised Premises in the same condition they are in at the time of commencement of the term of this Lease.

29. **FAILURE TO PERFORM COVENANT:** Any failure on the part of either party to this Lease to perform any obligation hereunder, and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any other similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues, save and except that the provisions of this paragraph shall not excuse a non-payment of rent or other sums due hereunder on its due date.

30. **CONSTRUCTION OF LEASE:** The word "Landlord" as used herein shall refer to the individual, individuals, partnership or corporation called "Landlord" at the commencement of this Lease, and the word "Tenant" shall likewise refer to the individual, individuals, partnership, or corporation called "Tenant" at the commencement of this Lease. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

31. **SUBMISSION OF DOCUMENT:** The submission of this document for examination does not constitute an option or offer to lease the Demised Premises. This document shall have no binding effect on the parties unless executed by the Landlord and the Tenant and a fully executed copy is delivered to the Tenant.

32. **ADDITIONAL PROVISIONS:** Insofar as the following provisions conflict with any other provision of this Lease, the following shall control:

1) **BASE RENTAL RATE** MONTHLY

10-16-02
R87K

11 10/01/02 thru 9/31/03	\$12.00PSF x 7,752 = \$7,752.00
11 10/01/03 thru 9/31/04	\$12.25PSF x 15,320 = \$15,639.17
11 10/01/04 thru 9/31/05	\$12.50PSF x 15,320 = \$15,958.34
11 10/01/05 thru 9/31/06	\$12.75PSF x 15,320 = \$16,277.50
11 10/01/06 thru 9/31/07	\$13.00PSF x 15,320 = \$16,596.67

19-31
9-20-02
R87K

2) **PARKING**
Landlord shall provide 15 parking spaces adjacent to the building at market rate, so long as landlord controls parking lot. Additional spaces in the Washington Street Garage and corner of Park and Hampton Street will be at market rate.

3) **TENANT UPFIT**
Upfit will be funded by Landlord as outlined on exhibit A.

4) **DATA CENTER**
Landlord will supply Air conditioning and power for the Data Center 24/7, as outlined on exhibit B.
Tenant may occupy Data Center prior to October 15th, 2002.

5) **OPTION**
Tenant will have one 5-year option on space at a rate to be negotiated.

6) **OPERATING COST**
Tenant's cost of services shall be capped at a not exceed 5% increase per year.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

WITNESS:

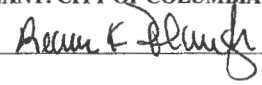
LANDLORD: MS JOINT VENTURE

By: 

Its: AS AGENT FOR MSJV

Date: 9-20-02

TENANT: CITY OF COLUMBIA

By: 

Its:

Date: 9-20-02



Tel: 803-737-4210

Fax: 803-737-4228

INFORMATION TECHNOLOGY

1401 Main St. 10th Fl.
Columbia, SC 29201

5th LEASE AMENDMENT AGREEMENT CRITERIA

The following list is an itemized list contained in the ACAD (line numbers are on drawing):

1. Existing conference room broken into two rooms, small conference and "Office #1"; add new door and power outlets and data wire; ceiling power for screen and overhead projector.
2. Add security door to our break room.
- 3.) ~~Remove and install in Director's office glass wall and new door; address HVAC thermostat, light switches and power.~~
4. Add "Office #2" across from Director's office; door wall glass; need outlets & data wire in waiting area & in office; add can lighting; adjust HVAC as required.
5. Add outlet for water cooler in hall.
6. Add new built-in work tables in "Computer LAB"; add additional power outlets and data wiring.
7. Remove existing training room partition wall.
8. Add partition wall and door to form "Office #3"; partial glass window next to door if possible; add power outlet and data wiring if required.
9. Add partition wall for new "Office #4"; partial glass window next to door if possible; add power and data wire if necessary.
10. Add door and reverse existing door in "Training LAB #2"; add power outlet in ceiling for screen and outlets & data wiring where needed.
11. End of hall printer / media area; enclose sides and install built-in base and overhead cabinets; add power outlets and data wiring.

Everybody Counts, Everybody Contributes, and Everybody Benefits

12. New conference room; disconnect existing power and data services; add new partition wall & door with glass sections as shown; provide additional can lighting and ceiling outlets for overhead projector and screen; power and data wiring as necessary
13. Close in "Office #5" side door; remove all existing built-ins; add new door and glass section as shown; refinish or paint; add power and data as required.
14. Close off new "Storage Closet" Add bi-fold doors; ceiling can light; and wrap around painted shelves 3 to 4 shelves high.
15. In new "break lounge" remove built-ins and add power and data as required; if possible move exit door back into entry hall
16. Add in men's room urinal separator shields and door stop.
17. Change out any entry door, rest room door or hall doors to lever type door knobs.
18. Steam clean or equivalent all carpeting throughout all areas

October 30, 2007

RE: Lease Amendment Criteria for City Attorney's Office

1. Reception Area: Remove door between reception area and IT offices. Replace with sound reduction material, wallboard and paint or wallpaper to match existing decor. Install shelving above file cabinet at old doorway and storage area behind receptionist's desk. Shelving should be of black wood and laminate or such material to compliment current decor.
2. Room 3: Lower electric outlets to standard height. Repair walls and wallpaper after relocation.
3. Legal Department Ladies' Room: Existing tile should either be stripped and refinished or replaced.
4. Small Conference Room: Repair right door so it will stay open.
5. Room 19(A): Expand or install new ventilation system.
6. Break room: Install two small shelves of black wood and laminate or such material to compliment current decor.



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-032 - Authorizing the City Attorney's Office to institute a civil action in the Richland County Court of Common Pleas against Dominion Carolina Gas Transmission, LLC, with South Carolina Electric and Gas, Santee Cooper Power Cooperative and New Heights Church as interested parties seeking a Declaratory Judgment and Injunctive Relief regarding a prescriptive easement for an Access Road to the Harbison 2 Pump Station located at 5501 Broad River Road, Richland County TMS #06200-01-24

FINANCIAL IMPACT:

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** R-2018-032 Dominion-prescriptive easement and injunction (PDF)

RESOLUTION NO.: R-2018-032

Authorizing the City Attorney's Office to institute a civil action in the Richland County Court of Common Pleas against Dominion Carolina Gas Transmission, LLC, with South Carolina Electric and Gas, Santee Cooper Power Cooperative and New Heights Church as interested parties seeking a Declaratory Judgment and Injunctive Relief regarding a prescriptive easement for an Access Road to the Harbison 2 Pump Station located at 5501 Broad River Road, Richland County TMS #06200-01-24

WHEREAS, the City intends to file a declaratory judgment action concerning an prescriptive easement on the subject property located at 5501 Broad River Road, Richland County TMS No. 06200-01-24; and,

WHEREAS, the City has used an access road on the subject property to access it's pump station since November 14, 1980, openly, notoriously, continuously, with uninterrupted enjoyment; and,

WHEREAS, the Defendant New Heights Church is the landowner, with Dominion Carolina Gas Transmission, LLC, South Carolina Electric and Gas, and Santee Cooper Power Cooperative having rights of way; and,

WHEREAS, it now appears Defendant Dominion Carolina Gas Transmission, LLC intends to erect a fence and gate blocking future access for the City to the Access Road; and,

WHEREAS, it is necessary to file a civil action in order to get a declaratory judgment from the Court declaring the City has a prescriptive easement and for an injunction and/or restraining order prohibiting Defendant Dominion Carolina Gas Transmission, LLC from blocking City's use and access to its Access Road; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2018 that the City Attorney is authorized to institute and prosecute a civil action, with or without a jury, in the Richland County Court of Common Pleas against Dominion Carolina Gas Transmission, LLC, with South Carolina Electric and Gas, Santee Cooper Power Cooperative and New Heights Church as interested parties, seeking declaratory judgment and injunctive relief regarding a prescriptive easement on the real property located at 5501 Broad River Road, Richland County TMS #06200-01-24. Upon the commencement of the civil action, the City Attorney is further authorized to request or consent to a referral of this matter to the Richland County Master-in-Equity.

Requested by:

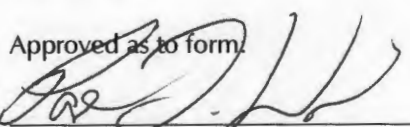
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:


Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT - 2050
Woodcreek Farms Road; TMS# 25716-03-04

PURPOSE: Ordinance NO.: 2018-006 - Annexing and Incorporating 2050
Woodcreek Farms Road, Richland County TMS# 25716-03-04,
into the Plan Columbia Land Use Plan Putting the Pieces
Together adopted by Ordinance No.: 2015-014 on February 17,
2015

Council District: 4

Proposal: Request to annex, assign land use classification of
Urban Edge Multi-Family (UEMF) and assign zoning of
Planned Unit Development-Residential District (PUD-R). The
property is currently classified as Neighborhood-Medium
Density and PDD by Richland County.

Applicant: The Hampton Links, LLC

Staff Recommendation: Approval

PC Recommendation: 01/08/2018; Approval (7-0)

First reading approval was given on March 20, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** WoodcreekFarms_2050 (PDF)
- **#b:** 2018-006 annex-incorporate 2050 Woodcreek Farms (PDF)

HISTORY:

03/20/18

Columbia City Council

APPROVED ON FIRST READING



CITY COUNCIL

March 20, 2018 at 7:00 pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 2050 Woodcreek Farms Road; TMS# 25716-03-04

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Multi-Family (UEMF) and assign zoning of Planned Unit Development-Residential District (PUD-R). The property is currently classified as Neighborhood-Medium Density and PDD by Richland County.

Applicant: The Hampton Links, LLC

Staff Recommendation: Approval

PC Recommendation: 01/08/2018; Approval (7-0)

ZPH, 1st Reading: 03/20/2018; Pending

2nd Reading: 04/03/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 12.6 acres
Current Use: Vacant
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current Richland County Land Use: Neighborhood-Medium Density
Proposed Land Use Classifications: Urban Edge Multi-Family (UEMF)
Current Richland County Zoning: PDD
Proposed Zoning: Planned Unit Development-Residential District (PUD-R)
Census Tract: 114.07

DETERMINATION FOR CITY SERVICES

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

Police

We find that the proposed annexation will result in an increased number of calls for services and will cost the CPD approximately **\$6,800** annually to provide service for the proposed 52 single-family attached residences based upon current calls for service in nearby areas of the City of Columbia.

Fire

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

Solid Waste

The cost associated with solid waste service for this property is **\$187.00** annually per household.

Engineering

Because water lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. This property is serviced by another sewer provider as it is outside of the City of Columbia sewer service area.

Water Customer Care

Annexation will result in an approximately **40% reduction** in water and sewer service rates for the property.

Planning & Development Services

This property is within a “Donut Hole” surrounded by the City of Columbia and we recommend annexation of this property. The proposed development consists of approximately 52 single-family attached residences on the property. The annual City property tax revenue generated for this development, as proposed, will be approximately **\$21,000**.

* Estimated City Tax Revenue is based on 2017 millage for real property and calculated as: (((Tax Value*Tax Rate)*City Millage Rate (.0981))-(Tax Value*Local Option Sales Tax Rebate (.002209))).

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

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

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

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Staff recommends that the subject property be designated as Urban Edge Multi-family (UEMF) in The Columbia Plan 2018 Future Land Use Map as shown on the attached map.

Urban Edge Multi-family is primarily a single-use development type consisting of multi-family subdivisions in the outer areas of the City. This development type is most common after the 1960s and is also a component in the Urban Edge Mixed Residential Development Type. These developments are characterized by an internal street network of loops and circles with significant surface parking. Often, these developments focus internally and include shared community facilities like pools, clubhouses, and recreation centers.

Primary Types

- Multi-family Small to High-rise

Secondary Types

- Single-family Attached
- Multi-family Small to High-rise Mixed-use

Tertiary Types

- Small Format Business/Employment (excl. Flex)
- Small Format Civic/Institutional
- Parking Structures and Lots

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

The subject property is not located within the study area of a current neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned PDD by Richland County. Surrounding parcels within the City of Columbia are currently zoned RG-2 to the West and PUD-R to the South. Surrounding parcels in unincorporated Richland County are zoned PDD to the North and East.

The proposed City of Columbia zoning district is Planned Unit Development-Residential District.

Planned Unit Development-Large Scale (PUD-R)

(a) Intent. The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts. Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

- (1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.
- (2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(3) PUD-LS Planned Unit Development-Large Scale. The PUD-LS is intended for applicant with parcels in excess of 25 acres.

(c) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

STAFF RECOMMENDATION

Staff recommends the assignment of a future land use classification of Urban Edge Multi-Family (UEMF) at the time of annexation.

Staff recommends the assignment of Planned Unit Development-Residential District (PUD-R) at the time of annexation.



Future Land Use Map

2050 Woodcreek Farms Road, TMS# 25716-03-04

Existing Richland County FLU: Neighborhood-Medium Density, Proposed FLU: Urban Edge Multi-Family (UEMF)

40.a

Department of Planning & Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 Urban Edge Community Activity Center
-  UCAC-3 Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



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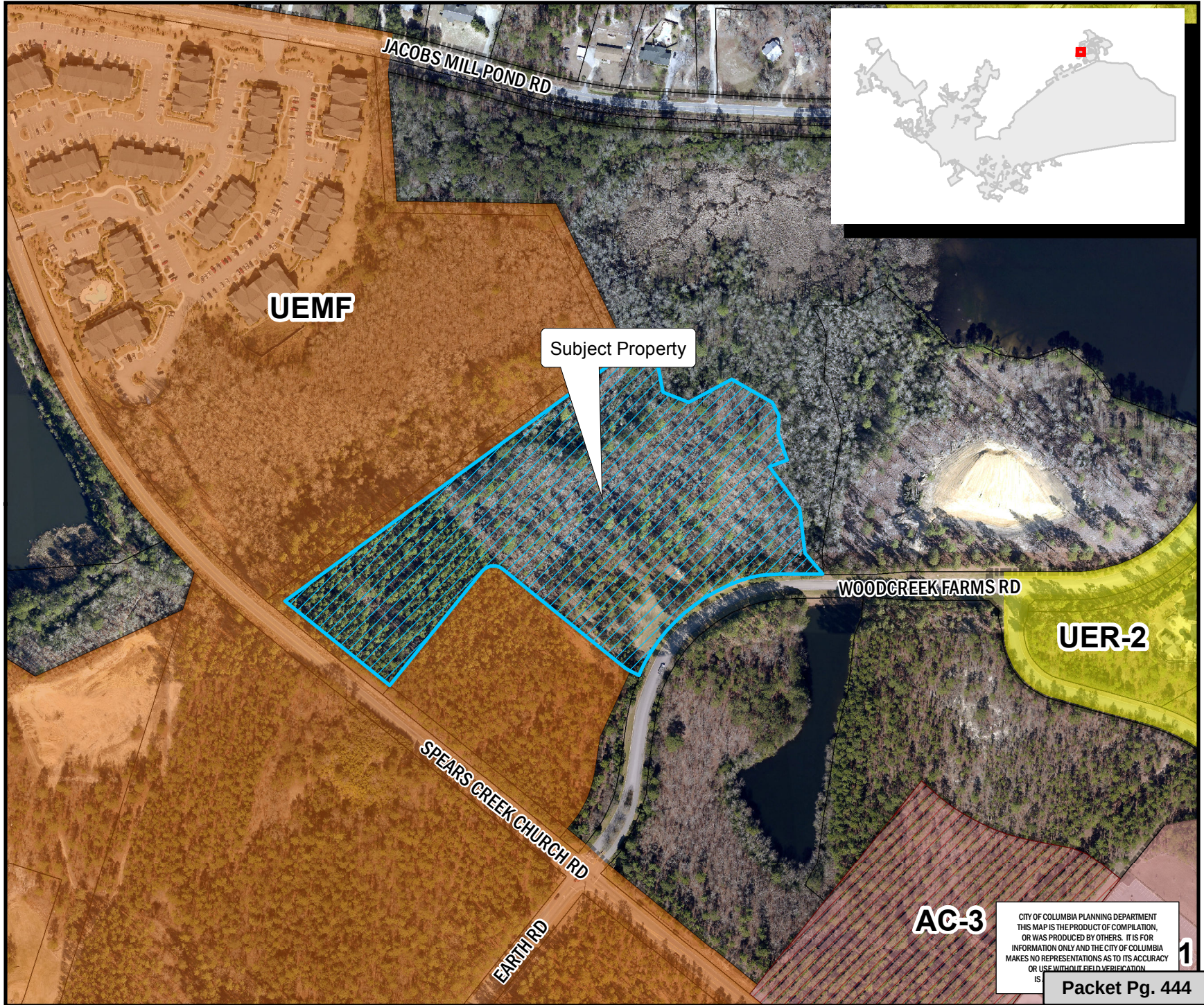
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
December 8, 2017



We Are Columbia



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Packet Pg. 444

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

2050 Woodcreek Farms Road, TMS# 25716-03-04

40.a

Existing Richland County Zoning: PDD, Proposed Zoning: PUD-R

Legend

 CITY LIMITS

 PARCELS

 D-1	 C-1
 RS-1	 C-2
 RS-1A	 C-3
 RS-1B	 C-3A
 RS-2	 C-4
 RS-3	 C-5
 RD	 M-1
 RD-2	 M-2
 RG-1	 PUD-C
 RG-1A	 PUD-LS
 RG-2	 PUD-LS-E
 RG-3	 PUD-LS-R
 UTD	 PUD-R
 MX-1	 OUT OF CITY
 MX-2	

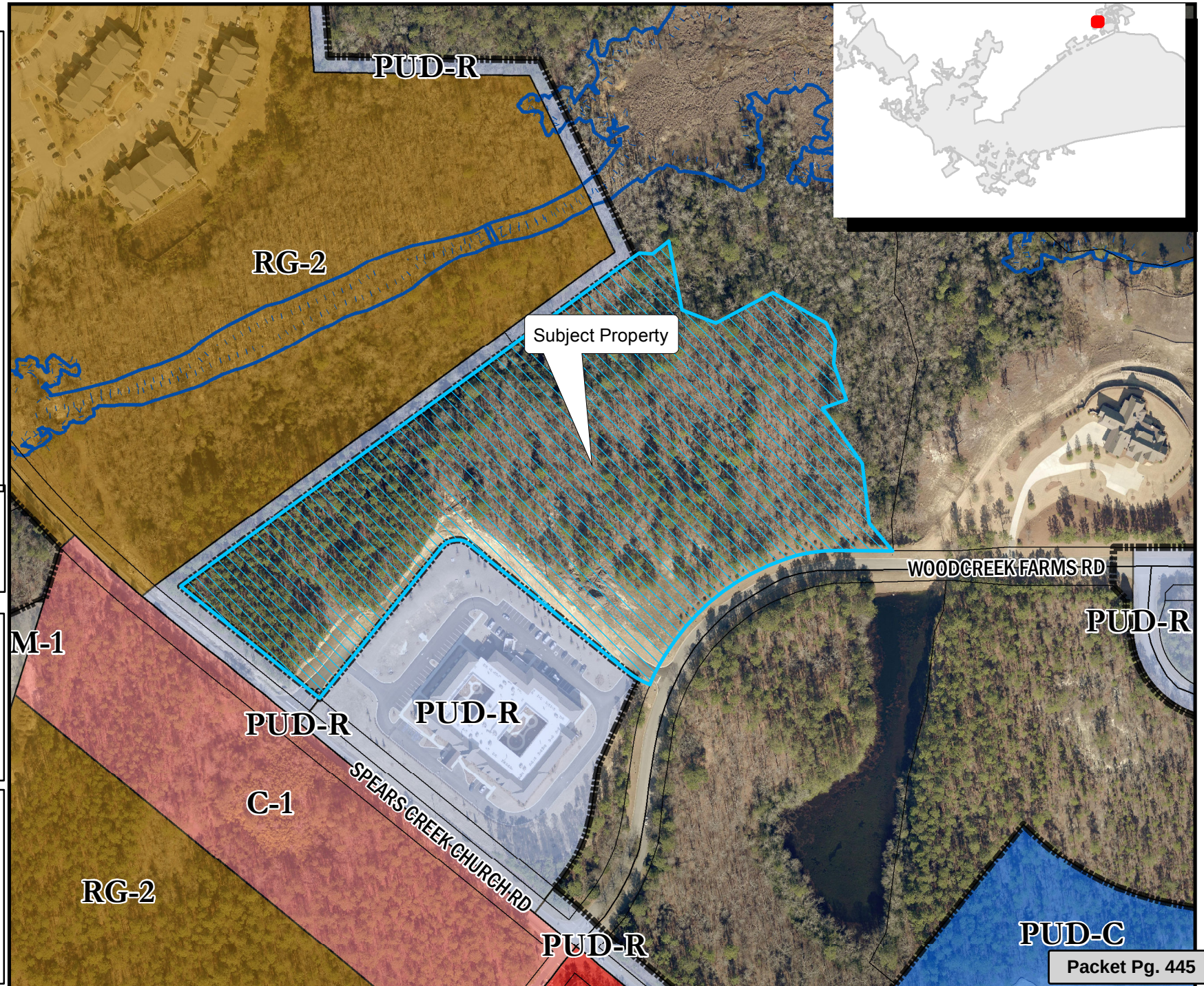


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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
December 8, 2017

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ORDINANCE NO.: 2018-006

*Annexing and Incorporating 2050 Woodcreek Farms Road, Richland County TMS# 25716-03-04,
into the Plan Columbia Land Use Plan Putting the
Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015*

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

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

WHEREAS, City Council adopted the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2018, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be zoned Planned Unit Development-Residential District (PUD-R), apportioned to City Council District 4, Census Tract 114.07, contains 12.6 acres, and shall be assigned a land use classification of Urban Edge Multi-Family (UEMF).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 25716-03-04

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

Requested by:

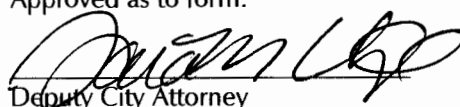
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

ATTEST:

City Clerk

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2018-006

All that certain piece, parcel and tract of land, with improvements thereon, if any, situate, lying and being on Shop Road near the City of Columbia, County of Richland, State of South Carolina, a 12.6 acre portion, more or less, of the property being shown and delineated as T.M.S. 25716-03-04, 13.39 acres, on an ALTA/NSPS Land Title Survey prepared for The Hamptons Links, LLC dated July 27, 2016, by Belter & Associates, Inc. and recorded in the Office of the Register of Deeds for Richland County in Book 2146, Page 522. Reference being craved thereto for a complete description of metes, bounds, courses and distances of said parcel; be all measurements a little more or less. The above referenced plat is incorporated herein by reference.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: December 8, 2017
 RE: **Property Address:** 2050 Woodcreek Farms Road
Richland County TMS#: 25716-03-04
Owner(s): The Hampton Links, LLC
Current Use: Vacant
Proposed Use: Residential
Current County Land Use: Neighborhood – Medium Density
Proposed City Land Use: Urban Edge Multi-Family (UEMF)
Current County Zoning: Planned Development District (PDD)
Proposed City Zoning: Planned Unit Development (PUD-R)
Reason for Annexation: Municipal Services/Donut Hole
City Council District: 4
Census Tract: 114.07

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

Planning & Development Services staff will see to it that this matter is placed on the **January 8, 2018** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

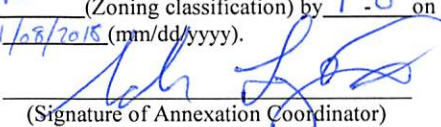
/atl

Attachments

cc:	Missy Gentry, Assistant City Manager Clint Shealy, Assistant City Manager Aubrey Jenkins, Fire Chief Joseph Jacob, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Gloria Saaed, Community Development Director Greg Williams, Deputy Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Carolyn Wilson, Police Planning & Research Alfreda Tindall, Richland Co. 911 Addressing Coordinator	William Holbrook, Police Chief Teresa Knox, City Attorney Dana Higgins, Director, Engineering Jan Alonso, Finance Director Jeff Palen, Assistant City Manager/CFO George Adams, Fire Marshal Brian Cook, Zoning Administrator Kimberly Gathers, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Zach Kay, Dev. Center Administrator
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Planning Commission Land Use Recommendation: UEMF (Land Use classification) by 7-0 on 01/08/2018 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: PUD-R (Zoning classification) by 7-0 on 01/08/2018 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

2050 Woodcreek Farms Road, TMS# 25716-03-04

Existing Richland County FLU: Neighborhood-Medium Density, Proposed FLU: Urban Edge Multi-Family (UEMF)

40.b

Department of Planning & Development Services

Legend

-  CITY LIMITS
-  PARCELS
-
-  UCMR-1 - Urban Core Mixed Residential-1
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-  UEMR - Urban Edge Mixed Residential
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-  SD-2 - Civic/Institutional Districts
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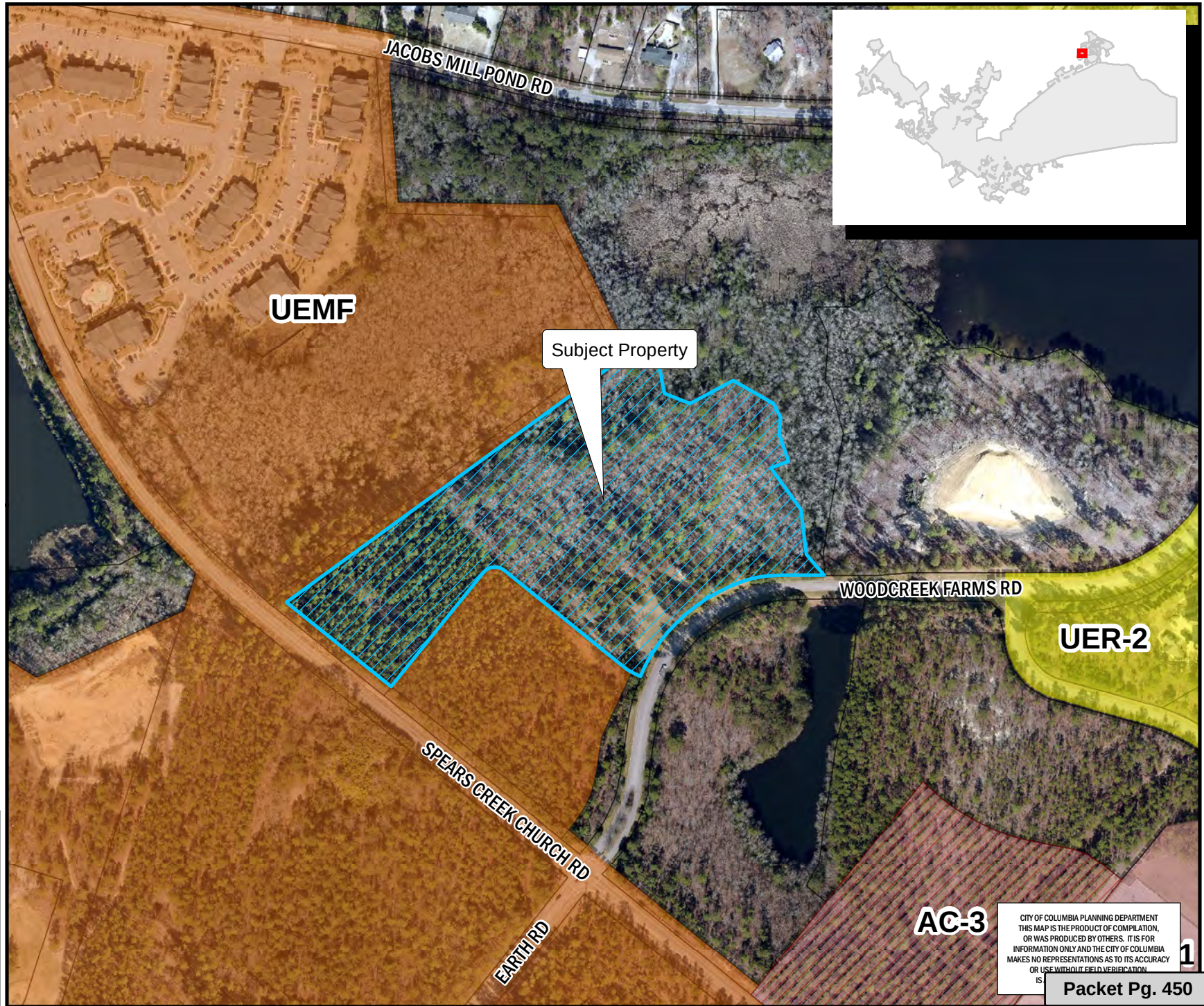
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December 8, 2017



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

2050 Woodcreek Farms Road, TMS# 25716-03-04
Existing Richland County Zoning: PDD, Proposed Zoning: PUD-R

40.b

Legend

CITY LIMITS

PARCELS

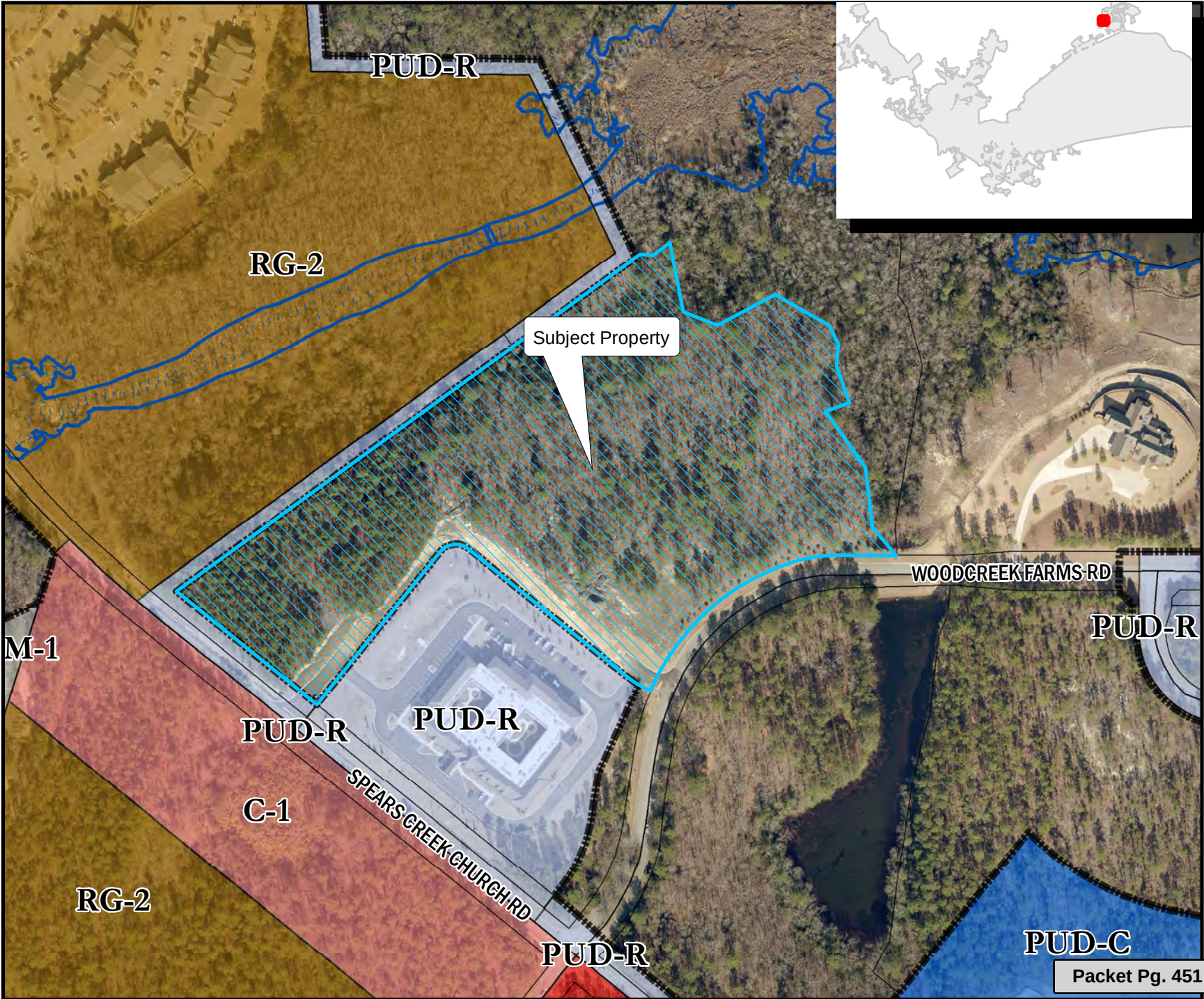
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

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ORIGINAL PREPARATION/DATE:
This map was prepared by:

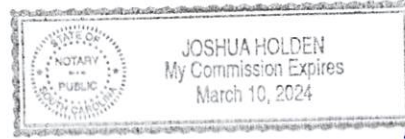
Shane Shaughnessy
December 8, 2017

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

PETITION FOR ANNEXATION



The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description:

All that certain piece, parcel or tract of land, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, a 12.6 acre portion, more or less, of the property being shown and delineated as T.M.S. 25716-03-04, 13.39 acres, on an ALTA/NSPS Land Title Survey prepared for The Hampton Links, LLC dated July 27, 2016, by Belter & Associates, Inc., and recorded in the Office of the Register of Deeds for Richland County in Book 2146, Page 522. Reference being craved thereto for a complete description of the metes, bounds, courses and distances of said parcel; be all measurements a little more or less. The above-referenced plat is incorporated herein by reference.

Richland County TMS: 25716-03-04

Property Address: 12.6 acres, 2050 Woodcreek Farms Road

The Hampton Links, LLC

BY:

SC

Date:

12/4/17

STEVE P. MONACO

(Print or Type Name)

Its:

PRESIDENT

(Print or Type Title)





We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT - 3319 Millwood Avenue,
TMS# 13804-03-09

PURPOSE: Council District: 3 & 4

Proposal: Request to rezone the parcel from PUD-C to RS-2

Applicant: Raymond A. Perkins, Jr., Richland School District One

Staff Recommendation: Approval

PC Recommendation: 01/08/2018, deferred by applicant to
2/5/2018; 02/05/2018, Denial (9-0)

First reading approval was given on March 20, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ZMA-Millwood_3319 (PDF)

HISTORY:

03/20/18

Columbia City Council

APPROVED ON FIRST READING

Ms. Krista Hampton, Planning and Development Services Director explained that this is a request to rezone the Dreher High School parcel from PUD-C to RS-2.

Mayor Benjamin said we have six pages of people who want to speak on this. Everyone will be afforded the opportunity to speak at this public hearing. It was the consensus of this Council that we would urge all interested parties to come to a resolution, but it has been very difficult. We will act today and then we will have an opportunity to act next month on April 17, 2018. We've been witness to a number of discussions. There are significant and competing interests: wanting our children to have the opportunity to have a full and rewarding education, while recognizing that education isn't just academic, but also extracurricular and in a number of different ways. But also recognizing the opportunity to participate in extracurricular athletics plays a role in helping

to build the full student and the full student experience. I am not convinced that we've all done everything that we can to resolve this issue. Mr. Rickenmann and I are willing to provide our time and the resources for a mediator to help us work through these issues. There couldn't be a starker difference between what we will do here tonight and what could potentially happen on April 17, 2018. We need to be convinced that there has truly been a good-faith effort by all interested parties to bring this community together. It is City Council's goal to facilitate the construction of practice fields that will allow Dreher students to thrive athletically and academically, while protecting the quality of life of the adjacent neighborhoods. There appears to be general agreement between the School District and neighborhood association leaders on the plans for the field to help achieve this. The only thing lacking is a tool to ensure the neighborhoods that the plan will be followed as the project proceeds. As a matter of law, City Council cannot make a zoning conditional upon the actions of either party. We can only vote up or down. We are going to invite the leadership of the School District, the leadership of Dreher, the leadership of the Melrose, Heathwood, and Shandon neighborhood associations, the boosters to represent the parents to the table to develop a plan to memorialize exactly what this will look like and a way to deal with the evolving discussions that may occur over the next several years. This is the first reading. We have serious ground to cover between now and April 17, 2018. We will avoid the first week in April, which is Spring Break. There is still the opportunity for anyone to be heard.

Mayor Benjamin moved to give first reading approval to the Zoning Map Amendment for 3319 Millwood Avenue, TMS# 13804-03-09, subject to the leadership of the School District, the leadership of Dreher, the leadership of the Melrose, Heathwood, and Shandon neighborhood associations, the boosters to represent the parents working together between now and the next meeting of City Council on April 17, 2018 to develop a solution to memorialize an agreement between the parties in a binding form that's acceptable to all parties. As has been the case in the past, such a document can be submitted as evidence to the Board of Zoning Appeals in their deliberation for the required special exception.



CITY COUNCIL

March 20, 2018 at 7:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary 3319 Millwood Avenue, TMS# 13804-03-09

Council District: 3 & 4

Proposal: Request to rezone the parcel from PUD-C to RS-2

Applicant: Raymond A. Perkins, Jr., Richland School District One

Staff Recommendation: Approval

PC Recommendation: 01/08/2018; deferred by applicant to 2/5/2018
02/05/2018; Denial (9-0)

ZPH, 1st Reading: 03/20/2018; Pending

2nd Reading: 04/03/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ~20.91 acres

Current Use: Dreher High School

Proposed Use: Dreher High School (addition of athletic facilities)

Land Use Classification: Urban Core Residential – Small Lot (UCR-1)

Proposed Land Use Classification: Urban Core Residential – Small Lot (UCR-1)

Current Zoning: Planned Unit Development – Commercial District (PUD-C)

Proposed Zoning: Single Family Residential District (RS-2)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Residential – Small Lot (UCR-1) in The Columbia Plan 2018 Future Land Use Map.

Urban Core Residential Small Lot neighborhoods are common just outside the urban center, most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is also a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Primary Types:

- Single-family Detached

Secondary Types:

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Multi-family Small
- Small Format Office/Service
- Cemeteries & Mausoleums

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

The subject parcel is covered by *Millwood Avenue Corridor Enhancement Guide* (1993). At the time of this corridor planning effort, the Dreher High School property was zoned RS-2, and the land use proposed for the property was Office/Institutional. The Plan recommends streetscape improvements, including a traffic signal at Butler and Millwood when warranted by pedestrian traffic from Dreher High School. It also recommends expanded tree planting and landscaping in the public rights-of-way. (pg. 34)

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Planned Unit Development – Commercial District (PUD-C). The abutting properties are zoned General Residential District (RG-1) to the North, Single-Family Residential District (RS-2) and Planned Unit Development- Commercial (PUD-C) to the East, Neighborhood Commercial District (C-2) and General Commercial District (C-3) to the South, and Office and Institutional District (C-1) and General Commercial District (C-3) to the West.

Planned Unit Development Districts

(a) *Intent.* The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) *Types of districts.* Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) *PUD-R Planned Unit Development—Residential.* The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) *PUD-C Planned Unit Development—Commercial.* The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) *Design and planning features.* The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

Single-Family Residential District (RS-2)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

STAFF RECOMMENDATION

Staff recommends City Council approve the rezoning of this property to RS-2.



Future Land Use Map

3319 Millwood Avenue, TMS# 13
Existing FLU: UCR-1

41.a

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



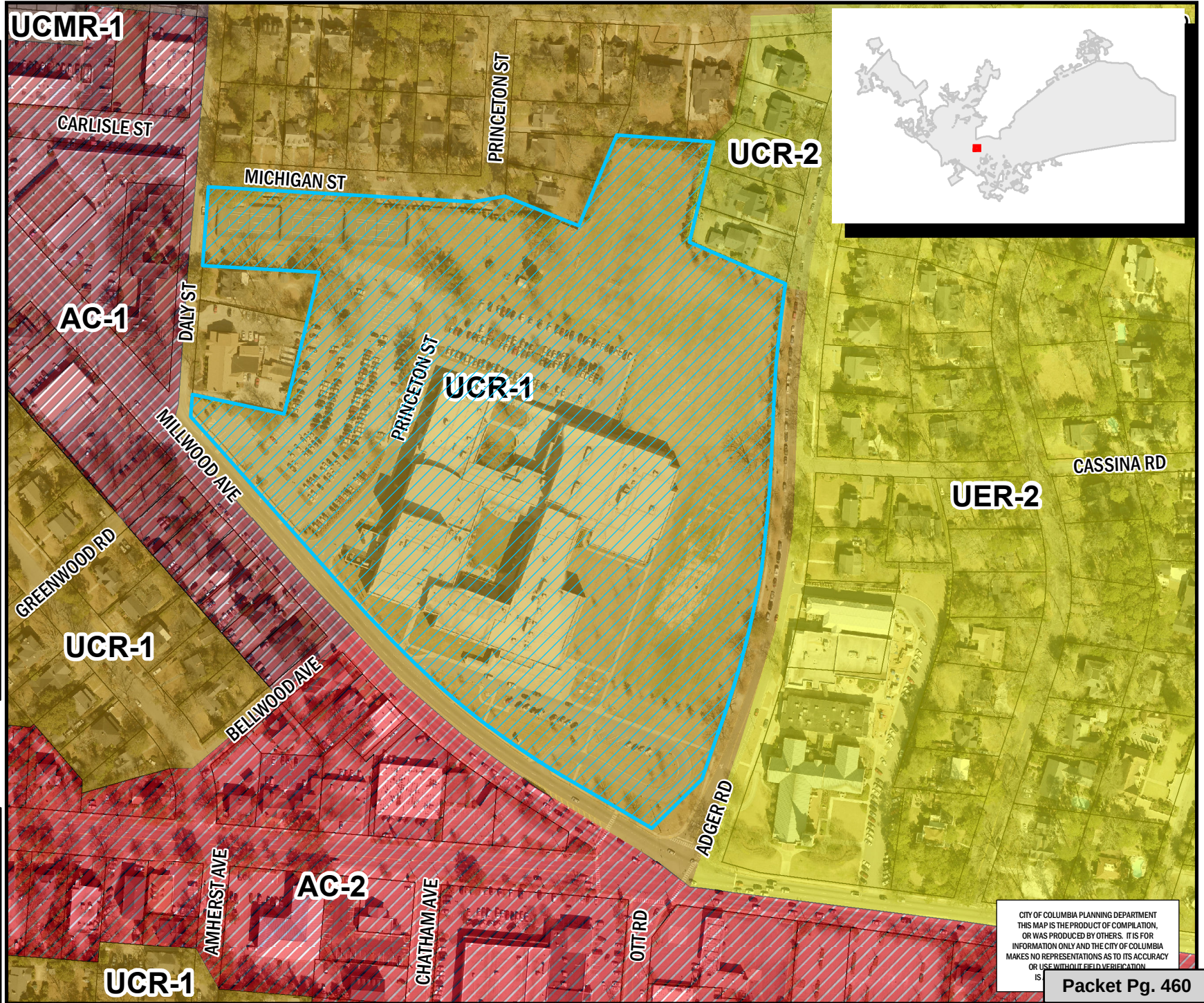
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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
December 5, 2017



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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OR WAS PRODUCED BY OTHERS. IT IS FOR
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OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 460

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

3319 Millwood Avenue, TMS# 13804-03 41.a
Existing Zoning: PUD-C, Proposed Zoning: RS-2

Legend

CITY LIMITS
 PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 55 110 220 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
November 14, 2017

DISCLAIMER:
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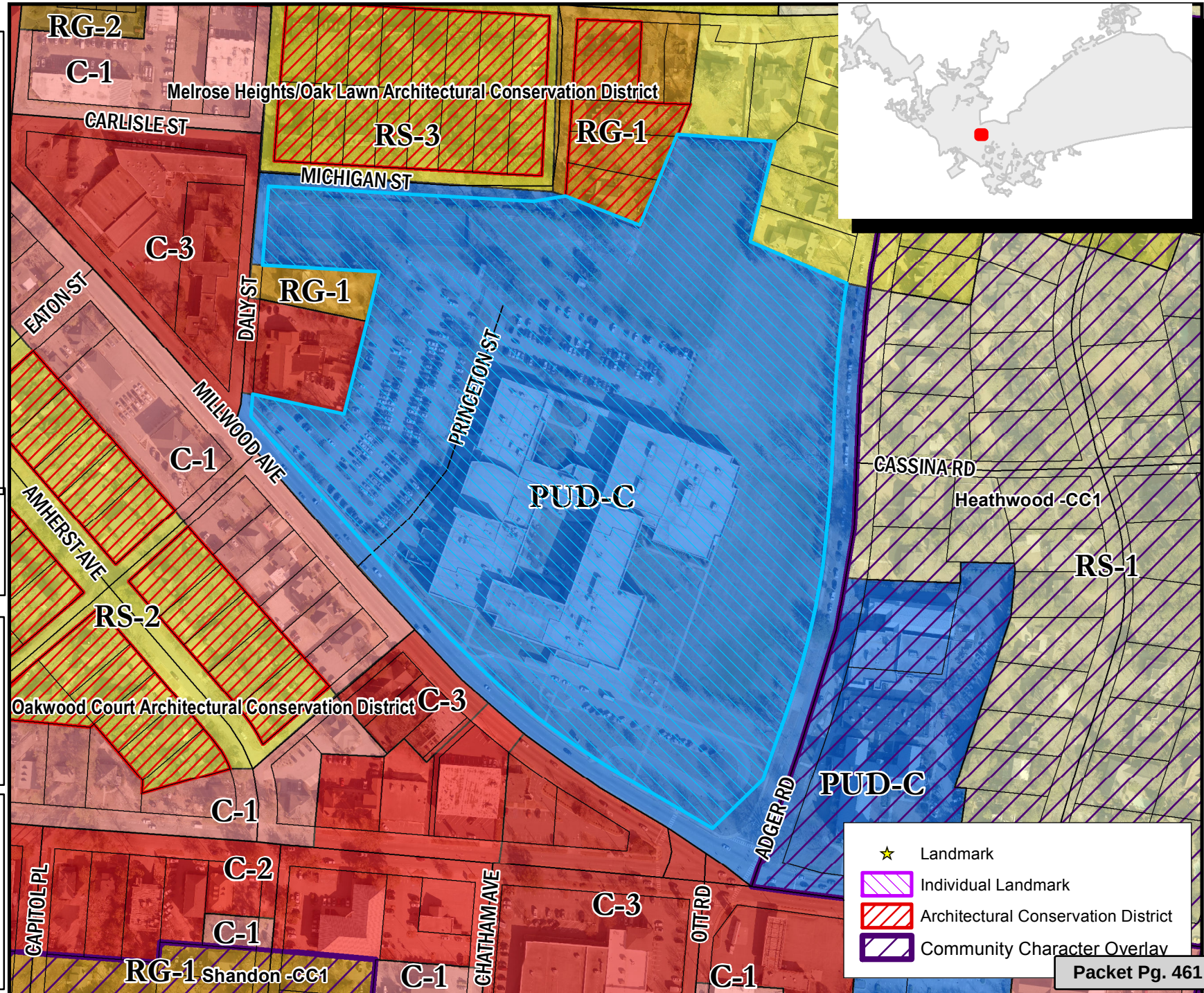


Table of Permitted Uses
RS-1, RS-1A, RS-1B, RS-2, and RS-3
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Public Golf Course
Membership Sports and Recreation Clubs
Elementary and Secondary Schools (Sec. 17-296)
Libraries and Information Centers
Day Care Facilities (Sec. 17-265)
Residential Care (17-266)
Religious Organizations
Group Development



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-001 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-106. Hours of sale restricted for commercial establishments which allow for on-premises consumption of beer, ale, porter and/or wine

FINANCIAL IMPACT:

STRATEGIC GOALS: Foster a healthy quality of life

ATTACHMENTS:

- **#a:** 2018-001 amend Sec. 14-106 Hours of sale restricted for commercial establishments (on premises consumption) lr31918(PDF)

ORDINANCE NO.: 2018-001

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-106. Hours of sale restricted for commercial establishments which allow for on-premises consumption of beer, ale, porter and/or wine

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2018, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-106 Hours of sale restricted for commercial establishments which allow for on-premises consumption of beer, ale, porter and/or wine is hereby repealed in its entirety and amended to read as follows:

(a) **Definitions.** The following definitions apply for the purposes of this section:

Beer, ale, porter and wine are defined as stated in Section 61-4-10 of the Code of Laws of South Carolina 1976, as amended from time to time.

Citation means credible evidence of any attempt to commit any crime, regulation, ordinance or code which is either documented or investigated by a law enforcement agency, fire marshal, license inspector or code enforcement officer and results in a formal document summoning the accused to any court or administrative panel; or a conviction for a violation of any crime, ordinance or code in this section.

Commercial establishment means any individual, firm, partnership, cooperative nonprofit membership, corporation, joint venture, professional association, estate, trust, business trust, receiver, syndicate holding company, or other group or combination acting as a unit, in the singular or plural, and the agent or employee having charge or control of a commercial establishment in the absence of the principal.

Drinking establishment means any commercial establishment which allows for on premises consumption of beer, ale, porter and/or wine. For purposes of this ordinance, a drinking establishment includes any eating establishment which allows for on premises consumption regardless of the nature of its zoning or the business type as determined by the business license administrator.

Incident means credible evidence of any attempted or of any of the listed crimes, ordinances or codes in this section which is either documented or investigated by a law enforcement agency, fire marshal, license inspector or code enforcement officer or a conviction for a violation of the crimes, ordinances or codes in this section.

Permit holder means the name of the individual who is the successful applicant for the extended hours operating Permit or the agent for the business on the extended hours operating permit if the applicant is a business entity.

Permit period means the period of time from 2:00 a.m. until sunrise or the time the commercial establishment is required by state law to close, whichever may be the latest time.

Permit year is the calendar year or any portion thereof for which an extended operating hours permit has been issued and which expires on June 30th.

(b) **Hours of operations for drinking establishments.**

(1) ~~Commercial~~ **Drinking** establishments ~~that allow for the on-premises consumption of beer, ale, porter and/or wine shall be prohibited from operating, selling, being open to the public or allowing consumption of beer, ale, porter or wine after 2:00 a.m. on Mondays through Saturdays. It shall be unlawful to operate, sell or allow the consumption of beer, ale, porter or wine on Mondays through Saturdays after 2:00 a.m., without having a valid extended hours permit issued by the City of Columbia pursuant to this section.~~

(2) ~~Under a program established by the city manager, commercial establishments that allow for the on-premises consumption of beer, ale, porter and/or wine~~

(c) **Extended hours operating permit; application, requirements.**

1. A drinking establishment may seek exemption to subsection (1) (b) to operate after 2:00 a.m. until sunrise or the time the commercial establishment is required by state law to close, whichever may be the latest time on Mondays through Saturdays, ~~upon application and proof of business policies or practices that comply with the~~

LEGAL DEPARTMENT DRAFT

following: by obtaining an extended hours operating permit issued by the Columbia Police Department upon a form approved for such use by the Chief of Police, or his designee.

a. ~~The commercial establishment shall not allow any drinking contests or games, or contests involving disrobing, or "wet t-shirt", "Girls Gone Wild"™ or similar contests will be held or advertised at the commercial establishment unless the commercial establishment is licensed to operate as a sexually oriented business. No agent, employee or independent contractor for the commercial establishment will encourage or permit this prohibited behavior by the patrons, unless the business is licensed to operate as a sexually oriented business.~~

2. All extended hours operating permits shall be issued for one calendar year, or any portion thereof, and shall expire on June 30.

3. All extended hours operating permits shall only be issued in the name of a person, or business entity, who is also the named holder of the City of Columbia business license for that business.

4. Applicants shall pay a nonrefundable application fee of \$100.00, along with any permit fees required under this section.

5. No drinking establishment may apply for an extended hours operating permit unless the drinking establishment has been in operation in that location for a period of twenty-four months prior to the date of the application.

6. Applications shall include a security plan to be approved by the Columbia Police Department as a condition of issuance of the permit.

7. Extended operating hours permits shall be conspicuously displayed at the entry way of the commercial establishment.

8. Extended hours operating permits are not transferable.

9. Applications shall include a current copy of the menu of food options offered by the drinking establishment during the permit period.

10. Applications shall include proof of the drinking establishment's liability insurance and workers' compensation insurance for the permit period.

(d) *Terms and conditions of extended hours operating permits.*

1. Any drinking establishment which holds an extended hours operating permit shall fully cooperate with any law enforcement or fire agency seeking to inspect, investigate or enforce the laws or regulations of the City of Columbia, State of South Carolina or the United States of America during the permit period.

2. If a violation of any laws, ordinances or regulations should occur during the permit year, or if any circumstance or situation of public health or safety should occur at the business during the permit year, the City of Columbia may require reasonable corrective measures be taken by the permit holder to include, but not be limited to: additional training for drinking establishment staff, periodic inspections, revision of fire safety or security plans, employment of additional staff, or such other and further corrective measures to ensure the safety of the drinking establishment patrons and employees. Any corrective measures required under this section are in addition to, and do not replace, or create a condition of, any other penalty, relief or remedy available under law.

3. Upon issuance of this permit, the permit holder agrees that during the permit period, all of its employees are an agent of the business for the limited purpose of being placed on notice of conditions, incidents or citations which occur.

4. During the permit period, the permit holder must offer for sale food items from the current menu approved with the extended hours operating permit application.

f. 5. ~~The commercial drinking establishment must have in place and maintain current at all times liquor liability insurance and workers' compensation insurance. The commercial establishment shall provide the city proof of such insurance at the time of application for the permit an exemption and at any other time the city may request. A lapse or cancellation of the insurance coverage will result in a suspension of the extended hours operating permit until insurance is reinstated.~~

6. As part of the security plan, the permit holder shall establish a policy that:

(i) Requires all floor managers, bartenders and wait staff to maintain certification in Serve Safe Alcohol, TIPS or Lexington Richland Alcohol and Drug Abuse Council's PREP training on determining when a customer is underage or apparently intoxicated or approved training as specified approved by the City of Columbia Police Department extended hours exemption permit program procedural guide;

(ii) Prohibits employees from serving alcohol to underage or apparently intoxicated customers; and,

(iii) Requires the commercial ~~drinking~~ establishment, its agents and employees to enforce a policy of refusing further alcohol service to ~~underage or intoxicated~~ customers ~~at that point~~.

~~e. 7. For those commercial Drinking establishments required to~~ ~~may~~ utilize security agency personnel to ~~primarily~~ exercise security functions, as defined by Section 40-18-20, et seq., of the Code of Laws of South Carolina 1976, as amended ~~from time to time, under subsection (3) if~~ such security agency shall be ~~is~~ licensed by the State of South Carolina. ~~The security agency shall also be licensed and by the City of Columbia.~~

~~d. 8. No alcohol consumption will be permitted in the parking lots under the control of the commercial drinking establishment as prohibited by law. No alcohol consumption will be permitted outside of any roofed, decked, café-style areas or encroachment areas authorized by Columbia City Council, nor shall any glass or metal containers of any kind be permitted to leave the roofed, decked, café-style areas of the commercial drinking establishment or encroachment areas authorized by Columbia City Council. The commercial drinking establishment will establish policies and security resources to assure compliance.~~

~~9. During the permit period, the drinking establishment may not offer drinks at any discount or special price. All drinks are to be sold at the regularly established price of the drinking establishment.~~

~~e. The commercial establishment must have in place and maintain current at all times all licenses and permits required by state or local law.~~

~~f. The commercial establishment must have in place and maintain current at all times liquor liability insurance and workers' compensation insurance. The commercial establishment shall provide the city proof of such insurance at the time of application for an exemption or at any other time the city may request.~~

~~g. Upon city request, the commercial establishment will consult with the City of Columbia Police Department and provide such security as is recommended by that Department that recognizes individual circumstances of the commercial establishment.~~

~~h. All commercial establishments seeking an exemption under this subsection shall complete an application provided by the business license division. Extended operating hours permits shall be issued for one calendar year or any portion thereof and shall expire on June 30. Applicants shall pay a nonrefundable application fee of \$50.00 (to be equally divided between the business license division and the police department) for each exemption or any renewal or reinstatement thereof. Applicants applying for reinstatement of a revoked exemption shall have a fire safety plan approved by the fire department and shall attend and complete the fire department's Nightclub Safety Seminar prior to reinstatement of the exemption, if any of the incidents resulting in the revocation were related to a violation of the fire code. Exempted commercial establishments shall receive an extended operating hours permit which shall be conspicuously displayed at the entry way of the commercial establishment. Extended operating hours permits are not transferable. Extended operating hours permits shall be immediately removed upon revocation.~~

~~i. Any application for an initial, renewal or reinstatement of an exemption shall be denied if the application is incomplete or contains a misrepresentation, false or misleading statement or a material fact. If it is discovered that any application for an initial, renewal or reinstatement of an exemption was incomplete or contained a misrepresentation, false or misleading statement or a material fact after an exemption has been granted then the granted exemption shall be immediately revoked. The commercial establishment shall comply with subsection (1) for a period of 12 months before applying for another exemption and must be incident free during the 12-month period in order to apply.~~

~~j. The denial of an application or revocation of an exemption shall be subject to an appeal process developed by the city manager and such appeal process shall be available on-line. An appeal shall be filed within 30 days of notice. The notice shall include the appeal process and appeal period.~~

~~(3) If the commercial establishment is not the victim of the incident, but shall have on the premises under its control, during the permit year attempted or accomplished robberies or larcenies, breaches of the peace, drug offenses, assaults, public nuisances, violations related to unlawful service of alcohol to minors or to already intoxicated persons or violations of the fire code related to occupancy loads and exits on the premises, hereinafter collectively "incidents," occurring during the permit period and at any time the commercial establishment is open for business; then:~~

~~a. For a second incident of the first two incidents during the permit year the commercial establishment shall employ security agency personnel on a ratio of one to per 100 occupancy based on the permitted load occupancy~~

rounded up to the next 100 within 30 days of notice. Failure to provide the required security within 30 days of notice shall result in the immediate revocation of the exemption and permit, and the commercial establishment shall comply with subsection (1) for a period of 12 months before applying for another exemption and must be incident free during the 12-month period in order to apply.

b. For a third incident during the permit year, then the granted exemption shall be immediately revoked and the commercial establishment shall comply with subsection (1) for a period of three months before applying for another exemption. The commercial establishment must be incident free during the revocation period in order to reapply for reinstatement of its exemption. In the event of an incident during the revocation period, the commercial establishment shall comply with subsection (1) for a period of 12 months before applying for another exemption and must be incident free during the 12-month period in order to apply.

c. For a fourth incident during the permit year, then the granted exemption shall be immediately revoked and the commercial establishment shall comply with subsection (1) for a period of 12 months before applying for another exemption and must be incident free during the 12-month period in order to apply.

(4) For subsection (3), the issue of business accountability for incident occurrence shall be subject to an appeal process developed by the city manager and such appeal process shall be available on-line. An appeal shall be filed within 30 days of notice. The notice shall include the appeal process and appeal period.

(5) Police officers, fire marshals, license inspectors and/or code enforcement officers shall have the authority to administer the provisions of this section as to business accountability for incidence occurrence, proof of compliance, permit violations and revocation.

(e) Penalties; suspension or revocation.

1. In addition to any administrative remedy available under this section, any violation of any requirement of this section is criminally enforceable in the municipal court as provided in Section 1-5 of the Code of Ordinances of the City of Columbia.

2. Extended hours operating permits are the property of the City of Columbia and shall immediately be surrendered to the Columbia Police Department upon revocation, cancellation or suspension.

3. If any application submitted under this section is incomplete or does not contain the requirements outlined, the permit shall not be issued until the application is complete and all requirements are met. Failure by the applicant to submit the required information or to correct the deficiency in sixty (60) days will result in denial of the application.

4. If three (3) or more administrative, criminal, or fire citations, or a combination of same, are made against the permit holder or any of its employees in a 30-day period, the extended hours operating permit shall be suspended for a period of ninety (90) days. Two such suspensions in a permit year will result in denial of any renewal application for a period of two (2) complete permit years.

5. If any application submitted under this section contains a misrepresentation, or a false or misleading statement, as may be determined by the Chief of Police, his designee, the permit shall be immediately revoked.

6. Any permit issued by this section may be revoked under Article II of Chapter 8 of the Code of Ordinances of the City of Columbia. Once revoked, no permit application under this section will be considered for two (2) complete permit years.

7. The Chief of Police, in his discretion, may suspend any permit issued under this section for a reasonable period of time, not to exceed fourteen (14) days, to investigate the facts and circumstances of any condition which is an immediate threat to health or safety of the public, the business patrons or employees.

(f) Fees.

Permits shall be issued upon the payment of the following permit fees:

Permit Application Fee	\$100.00
Initial Permit	\$2,500.00
Renewal of Permit with no citations for the previous permit year	\$1000.00

Renewal of permit with two or more administrative citations of laws or regulations of intoxicating liquors, beer, wine, ale or porter, or the taxation of same during the previous permit year	\$3,000.00
Renewal of permit if the permit holder or any of its employee shall commit two or more criminal citations of laws or regulations of intoxicating liquors, beer, wine, ale or porter during the previous permit year	\$5,000.00
Renewal of permit if two or more citations of laws, ordinances or regulations regarding fire safety, including occupancy limits during the previous permit year	\$5,000.00
Renewal after having a 90 day suspension as provided in Section 14-106(e)4 during the permit year	\$10,000.00

(g) Appeals.

1. The permit holder may make a written demand to the city manager for a *de novo* review of any action taken under this ordinance. This review does not stay the action against permit, but a hearing will be scheduled with the city manager as soon as possible. The review must be received by the city manager before the time specified in the notice. The review may be faxed or emailed to the city manager. The written demand shall include an address and a contact number, either phone or facsimile, in order for the person to be informed of the hearing location, date and time. The city manager may amend or modify the action, or when appropriate under the facts presented, extend the time for compliance by the owner to such date as the city manager may determine. The decisions of the city manager are final, and shall be delivered in written form within ten days and mailed to the address provided.
2. Any appeal of the city manager's administrative decision is final and reviewable by the circuit court in the same procedure and manner as state licensing appeals under Section 1-23-380, et. seq. of the Code of Laws of South Carolina, as amended from time to time, incorporated herein by express reference.

This ordinance is effective as of _____.

Requested by:

Public Safety Committee

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

Public Hearing:

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-003 - Granting and encroachment to CD/Park7 Columbia SC High Rise Owner, LLC for the use of the right of way areas of the 1000 block of Assembly Street, 1000 block of Pendleton Street and 1000 block of Park Street for the installation and maintenance of sidewalks, driveways, retaining walls, landscaping and irrigation adjacent to its building at 1015 Assembly Street, Richland County
TMS#08916-09-08

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2018-003 Encroach Park 7 - 1015 Assembly (PDF)

ORDINANCE NO.: 2018-003

Granting and encroachment to CD/Park7 Columbia SC High Rise Owner, LLC for the use of the right of way areas of the 1000 block of Assembly Street, 1000 block of Pendleton Street and 1000 block of Park Street for the installation and maintenance of sidewalks, driveways, retaining walls, landscaping and irrigation adjacent to its building at 1015 Assembly Street, Richland County TMS#08916-09-08

WHEREAS, CD/Park7 Columbia SC High Rise Owner, LLC (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1000 block of Assembly Street, 1000 block of Pendleton Street and 1000 block of Park Street adjacent to its building at 1015 Assembly Street for the installation and maintenance of concrete sidewalks approximately (875') eight hundred seventy-five feet in length varying in width between (7') seven feet and (8') eight feet, a driveway approximately (25') twenty-five feet in length (24') twenty-four feet in width, a driveway approximately (20') twenty feet in length (21') twenty-one feet in width driveway, driveway approximately (21') twenty-one feet in length (16') sixteen feet in width, brick retaining wall approximately (35') thirty-five feet in length (2') two feet in width (3) three feet in height, concrete steps (5') five feet in length (10') ten feet in width, landscaping and irrigation, as shown on the attached drawing; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2018, that the grantee is hereby granted the right to use the right of way area of the 1000 block of Assembly Street, 1000 block of Pendleton Street and 1000 block of Park Street adjacent to its building at 1015 Assembly Street for the installation and maintenance of concrete sidewalks approximately (875') eight hundred seventy-five feet in length varying in width between (7') seven feet and (8') eight feet, a driveway approximately (25') twenty-five feet in length (24') twenty-four feet in width, a driveway approximately (20') twenty feet in length (21') twenty-one feet in width driveway, driveway approximately (21') twenty-one feet in length (16') sixteen feet in width, brick retaining wall approximately (35') thirty-five feet in length (2') two feet in width (3) three feet in height, concrete steps (5') five feet in length (10') ten feet in width, landscaping and irrigation, as shown on the attached drawing; and,

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Landscaping to be maintained by property owner.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

8. Lighting standards to be reviewed and approved by Traffic Engineering and Planning.

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, his successors and assigns.

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2018-0003**



**1015 ASSEMBLY STREET
1000 BLOCK OF ASSEMBLY STREET, 1000 BLOCK OF PENDLETON STREET
AND 1000 BLOCK OF PARK STREET
CD/PARK7 COLUMBIA SC HIGH RISE OWNER, LLC**

STREETSCAPE IMPROVEMENTS

Subject Property:	1015 Assembly Street, TMS#08916-09-08
Council District:	2
Proposal:	Request approval for the installation and maintenance of sidewalks, driveways, retaining walls, landscaping and irrigation, as shown on the attached drawing.
Applicant:	CD/Park7 Columbia SC High Rise Owner, LLC
Staff Recommendation:	Approval.
Conditions:	1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Landscaping to be maintained by property owner. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Lighting standards to be reviewed and approved by Traffic Engineering and Planning.

Detail:	The applicant is requesting an encroachment ordinance to installation and maintenance of concrete sidewalks approximately eight hundred seventy-five (875') in length varying in width between seven (7') feet and eight (8') feet, a driveway approximately twenty-five (25') feet in length twenty-four (24') feet in width, a driveway approximately twenty (20') feet in length twenty-one (21') feet in width driveway, driveway approximately twenty-one (21') feet in length sixteen (16') feet in width, brick retaining wall approximately thirty-five (35') feet in length (2') two feet in width three (3') feet in height, concrete steps five (5') feet in length ten (10') feet in width, landscaping and irrigation, all as shown on the attached drawings.
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CITY AGENCY COMMENTS FOR ENCROACHMENT

Planning & Development	Recommend approval.
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Streets	Recommend approval.
Utilities & Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Fire Department	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.



City of Columbia

1015 Assembly Street - Park7 Encroachment

Tuesday, November 01, 2016



CITY OF COLUMBIA GIS DATA DISCLAIMER

The City of Columbia GIS data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



**REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE
(INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)**

43.a

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-343-8779; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: 10/31/2016 Property Owner: CD/Park7 Columbia SC High Rise Owner, LLC
Applicant's Name if different from Property Owner: _____
Contact Information: Telephone Number: 203-246-7474 Fax Number: _____
Mailing address: 461 Park Avenue S., Floor 4, New York, NY 10016 E-mail address: jgreenhaw@park7group.com
Business Name/Development Name for Encroachment: _____
Encroachment type: ☒ Wall ☐ Fence ☐ Columns ☒ Steps ☒ Irrigation System ☒ Landscaping ☒ Driveway ☒ Pavers ☒ Sidewalk/Walkway
Planters ☒ Awning ☒ Underground Utilities Other: _____

Dimensions (height/width/length): Bldg canopies, doors, steps & retaining wall encroach into Park St ROW near Pendleton St. Sidewalk, driveways, landscaping, irrigation, & underground utilities encroach into Assembly, Pendleton, and Park St ROWs. See Plans.

Construction material: Varies. See Landscape Plans & Architectural Plans.

OUTDOOR DINING: The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: No outdoor dining proposed for this project.

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title: _____
Date: _____

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title: _____
Date: SPM 10-31-16

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-343-8779	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jthompson@columbiasc.net
Fanessa Pinckney	Development Services (Permits)	803-545-3420	803-733-8699	fcpinckney@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Robert Harkins	Development Services (Plans Review)	803-545-3420	803-733-8647	rlharkins@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweat	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddbrewer@columbiasc.net
Sara Hollar	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	sehollar@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
David Koon	Fire Department	803-545-3701	803-401-8839	cdgkoon@columbiasc.net
John David Spade	Parking Services	803-545-3070	803-733-8523	spade@columbiasc.net

LR: 7/2014

GENERAL NOTES

1. EXISTING ECOLOGY AND AESTHETICS WILL OFTEN CAUSE ADJUSTMENT OF THESE PLANS TO FIT THE SITE. STAKE-OUT BY THE CONTRACTOR AND ADJUSTMENT BY THE LANDSCAPE ARCHITECT IS ABSOLUTELY NECESSARY.
2. LOCATIONS OF THOSE UTILITIES SHOWN ARE APPROXIMATE AND FOR INFORMATION PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXACT LOCATION OF ALL UTILITIES WHETHER SHOWN OR NOT SHOWN ON THESE PLANS AND SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE RESULTING FROM THE FAILURE TO DO SO. CONTACT PALMETTO UTILITY PROTECTION SERVICE AT 1-888-121-1811 AT LEAST 72 HOURS PRIOR TO COMMENCING CONSTRUCTION.
3. CONTRACTOR SHALL INFORM LANDSCAPE ARCHITECT IF PROPOSED DESIGN IS IN CONFLICT WITH EXISTING OR PROPOSED UTILITIES. CONTRACTOR SHALL COORDINATE WITH LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION TO ADJUST PROPOSED DESIGN OR UTILITIES AS NECESSARY TO RESOLVE CONFLICTS.
4. BASE PLAN DATA DERIVED FROM SITE SURVEY, PROVIDED BY COX AND DINKINS DATED 3/25/15.
5. ALL PLANTINGS TO BE MECHANICALLY IRRIGATED.

LANDSCAPE PLAN NOTES 7.28.2016

PROJECT AREA
2.06 ACRE @ 30 UNITS/ACRE
REQUIRED DENSITY FACTOR: 61.8

PROTECTED TREES REMOVED (UNITS) 43.2

TREE #	DBH	SPECIES	CONDITION	UNITS
1	36"	OAK	POOR (50%)	42.6
2	28"	PECAN	AVERAGE (85%)	25.8

NOTE: OAK TREE HAS BEEN CUT FOR OVERHEAD LINES AND PECAN FOR OVERALL HEALTH. OVERALL TREE VALUE HAS BEEN REDUCED ACCORDINGLY.

EXISTING TREES TO REMAIN (UNITS) 0.0

NONE

TOTAL REQUIRED TREE (UNITS) 105.0

PROPOSED TREES (UNITS)				
QUANTITY	DBH	SPECIES	DFU	UNITS
22	2"	CHINESE PISTACHE	1.0	22.0
6	2"	RIVERBRICH	1.0	6.0
4	2"	EASTERN REDBUD	1.0	4.0
9	2"	JAPANESE MAPLE	1.0	9.0
8	3"	EUROPEAN HORNBEAM	1.5	12.0
17		SABAL PALMETTO	1.0	17.0

SUMMARY

TOTAL REQUIRED TREE (UNITS) 105.0
TOTAL TREES PROVIDED (UNITS) 70.0
SITE DEFICIT (UNITS) 35.0

TOTAL REQUIRED TREE (UNITS)				
QUANTITY	DBH	SPECIES	DFU	UNITS
18	4"	N/A	2.0	36.0

18 TREES AT \$548.33 EA. x 125% ± \$12,337.43

NOTE: 3 LANDSCAPE CONTRACTORS WERE CONTACTED FOR PRICE OF 4" CALIPER TREE: PONYHILL LANDSCAPING (\$600), APPLE TREE LANDSCAPING (\$495) AND GREENVIEW LANDSCAPING (\$550.00). AN AVERAGE PRICE IS \$548.33 AND IS USED FOR THE ABOVE PRICING. THE AVERAGE (\$548.33) IS THEN TAKEN AND MULTIPLIED BY 125% IN ACCORDANCE WITH THE CITY ORDINANCE FOR THE FINAL PRICE.

NOTE: THESE CALCULATIONS INCLUDE THE COURTYARD PLANTINGS THAT ARE PROVIDED BY THE ARCHITECT.

PLANT LIST

ABBR.	BOTANICAL NAME	COMMON NAME	MINIMUM				COMMENTS	QTY.
			CALIPER	SPREAD	HEIGHT	BALL DIA.	NO. CANES	
CARP	CARPINUS BETULUS 'FASTIGIATA'	UPRIGHT EUROPEAN HORNBEAM	3"		12'-14'	36"	1	SPECIMEN 8
PIST	PISTACIA CHINENSIS	CHINESE PISTACHE	2'	6'	10'-12'	18"	1	MATCHING, SPECIMEN 22
SABA	SABAL PALMETTO	PALMETTO			10'-12'		1	SPECIMEN 11
ABEL	ABELIA X 'ROSE CREEK'	'ROSE CREEK' ABELIA	15"	12"	3 GAL.	3-5	PLANT 3' O.C.	24
AZAL	AZALEA INDICA 'FORMOSA'	'FORMOSA' AZALEA	24"	24"	3 GAL.		PLANT 4' O.C.	28
FATS	FATSIA JAPONICA	FATSIA	24"	24"	3 GAL.		PLANT 6' O.C.	28
ILEX C	ILEX CORNUTA 'CARISSA'	CARISSA HOLLY	15"-18"	12"	3 GAL.	3-5	PLANT 3' O.C.	143
LORO	LOROPETALUM CHINENSE 'RUBY'	'RUBY' LOROPETALUM	24"	24"	3 GAL.	3-5	PLANT 5' O.C.	43
MISC	MISCANTHUS SINENSIS	MAIDEN GRASS	18"	18"	3 GAL.		PLANT 3' O.C.	27
PITT	PITTIOSPORUM TOBIRA 'WHEELER'S DWARF'	'DWARF' PITTIOSPORUM	15"	12"	3 GAL.	3-5	PLANT 3' O.C.	10
PODO	PODOCARPUS MACROPHYLLUS MAKI	PODOCARPUS	15"	12"	3 GAL.	5-9	PLANT 3' O.C.	15
YUCC	YUCCA FILAMENTOSA 'COLORGUARD'	'COLORGUARD' YUCCA	18"	24"	3 GAL.	3-5	PLANT AS SHOWN	36
LIRI	LIRIOPE MUSCARI 'BIG BLUE'	'BIG BLUE' LIRIOPE			PINT		PLANT 12" O.C.	1,560
SOD	EREMOCHLOA OPHUROIDES	CENTPEDE GRASS					WELL ROOTED	689 SF

PLANTING NOTES:

ALL PLANTING TO BE MECHANICALLY IRRIGATED

SEE LANDSCAPE L02.07 BY HUMPHREYS AND PARTNERS FOR COURTYARD PLANTING PLANS

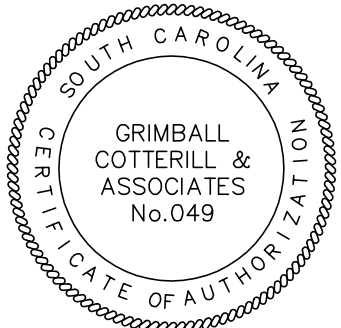
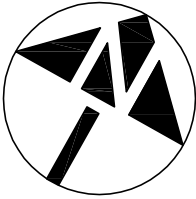
COLUMBIA, SC

PLANTING PLAN

1015 ASSEMBLY STREET

PARK 7

HPA #15371

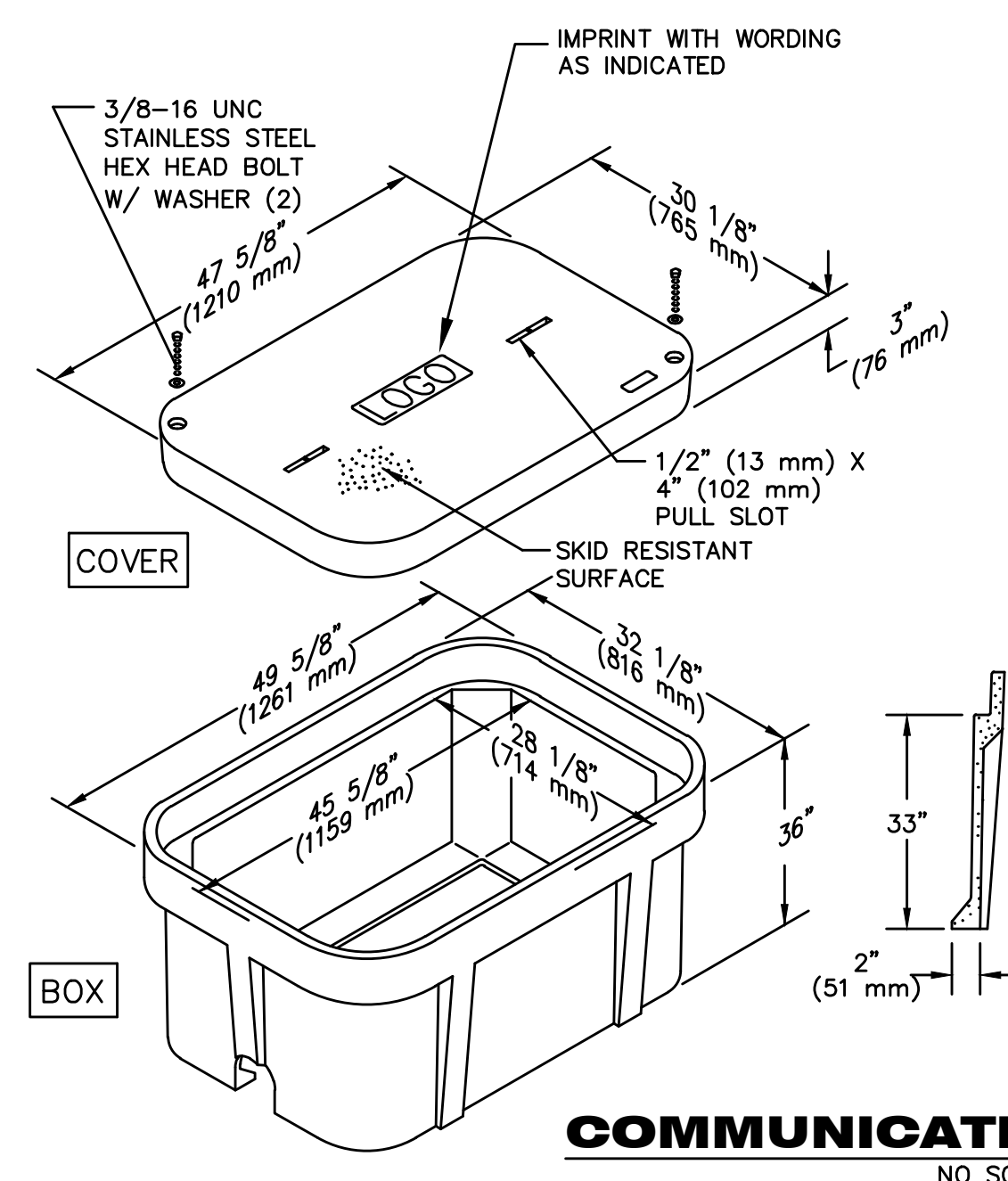
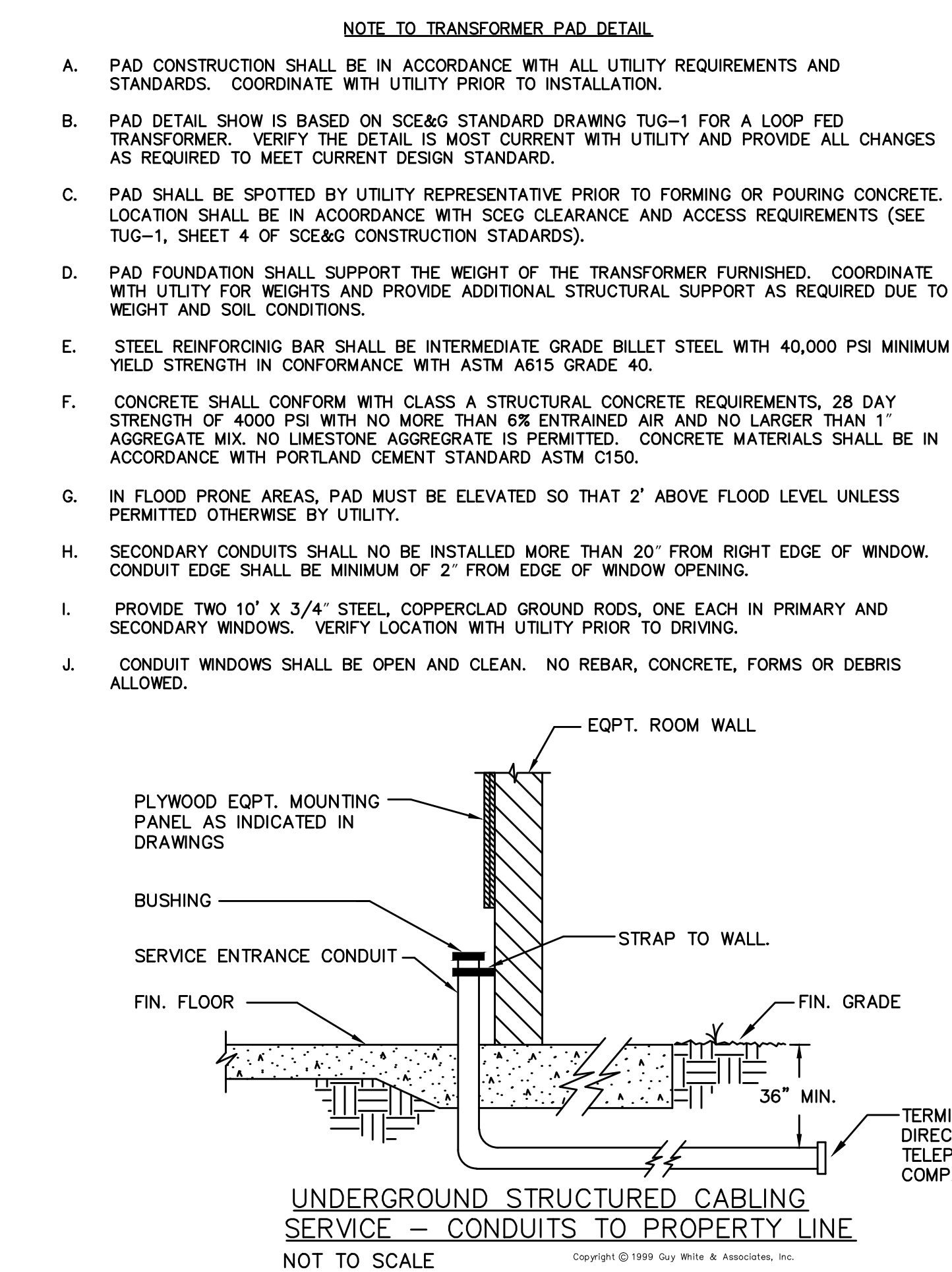
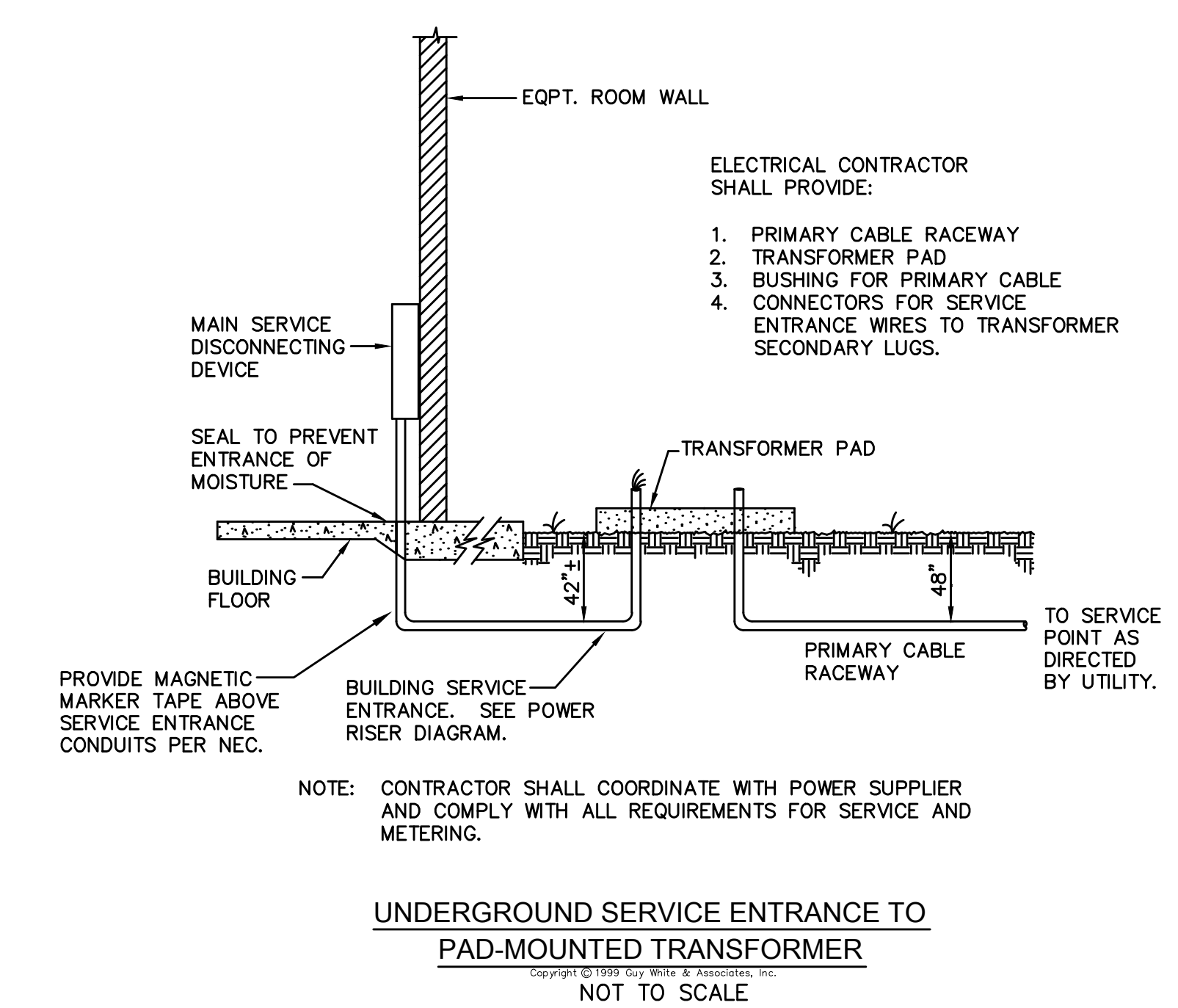
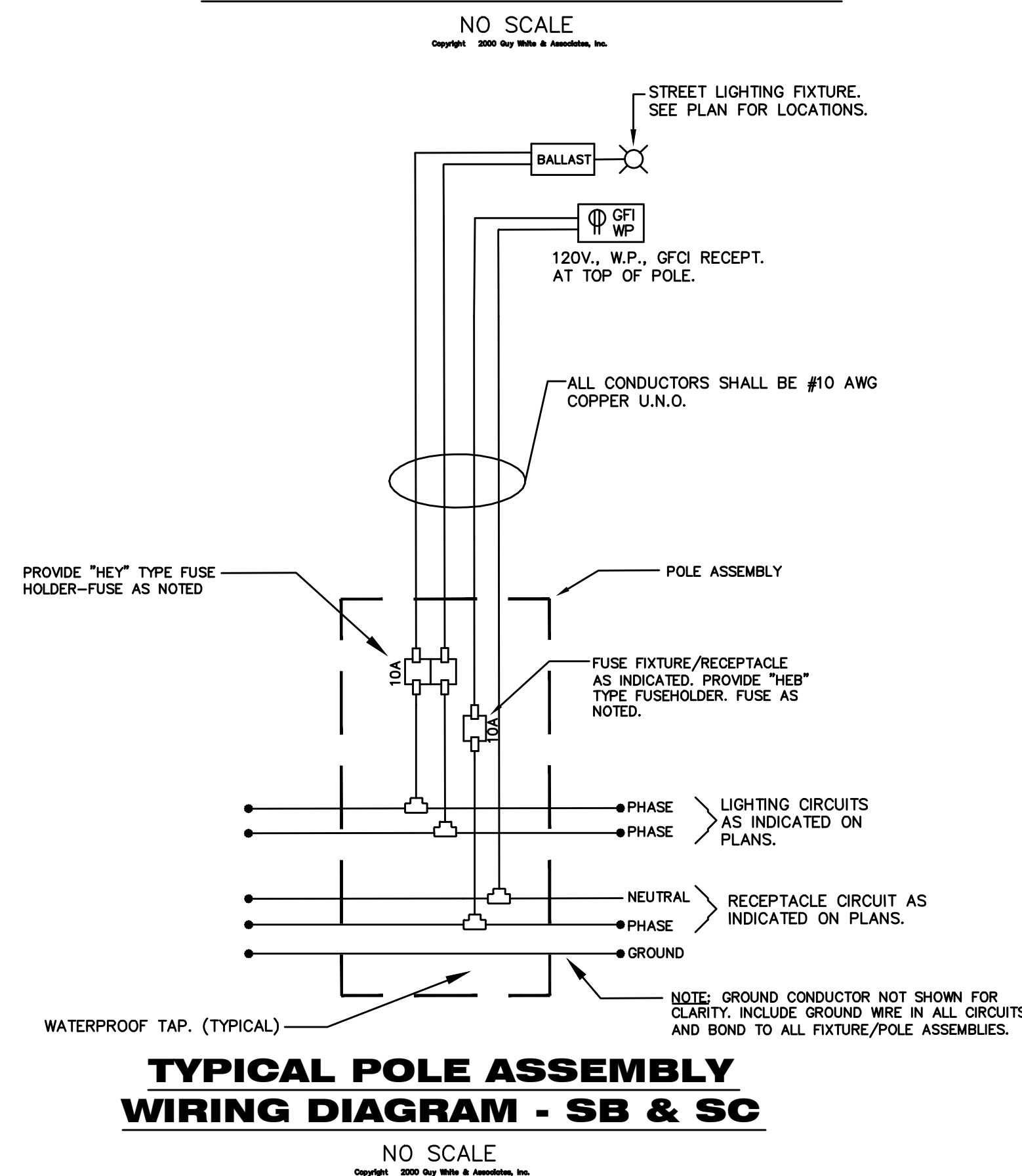
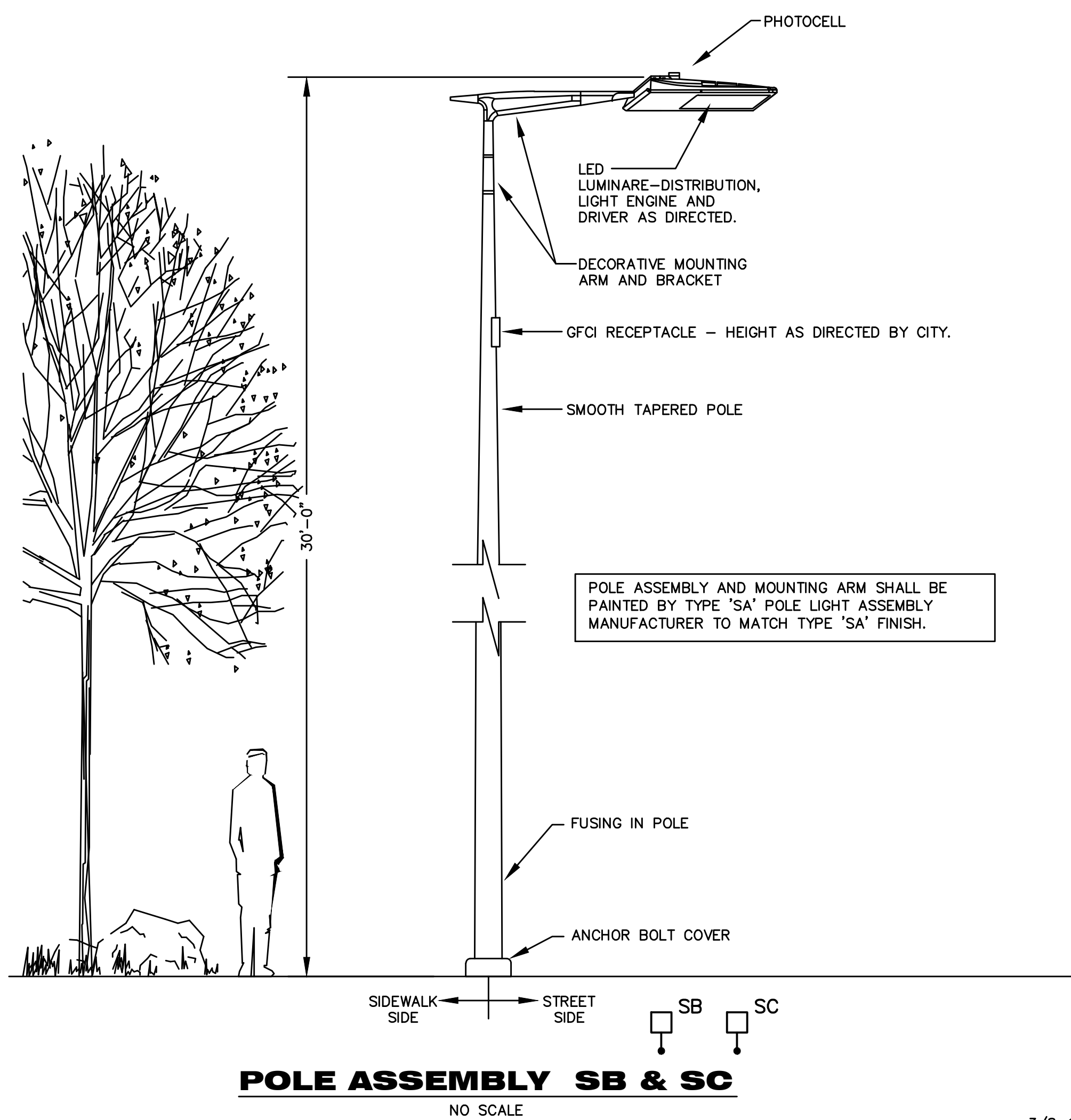
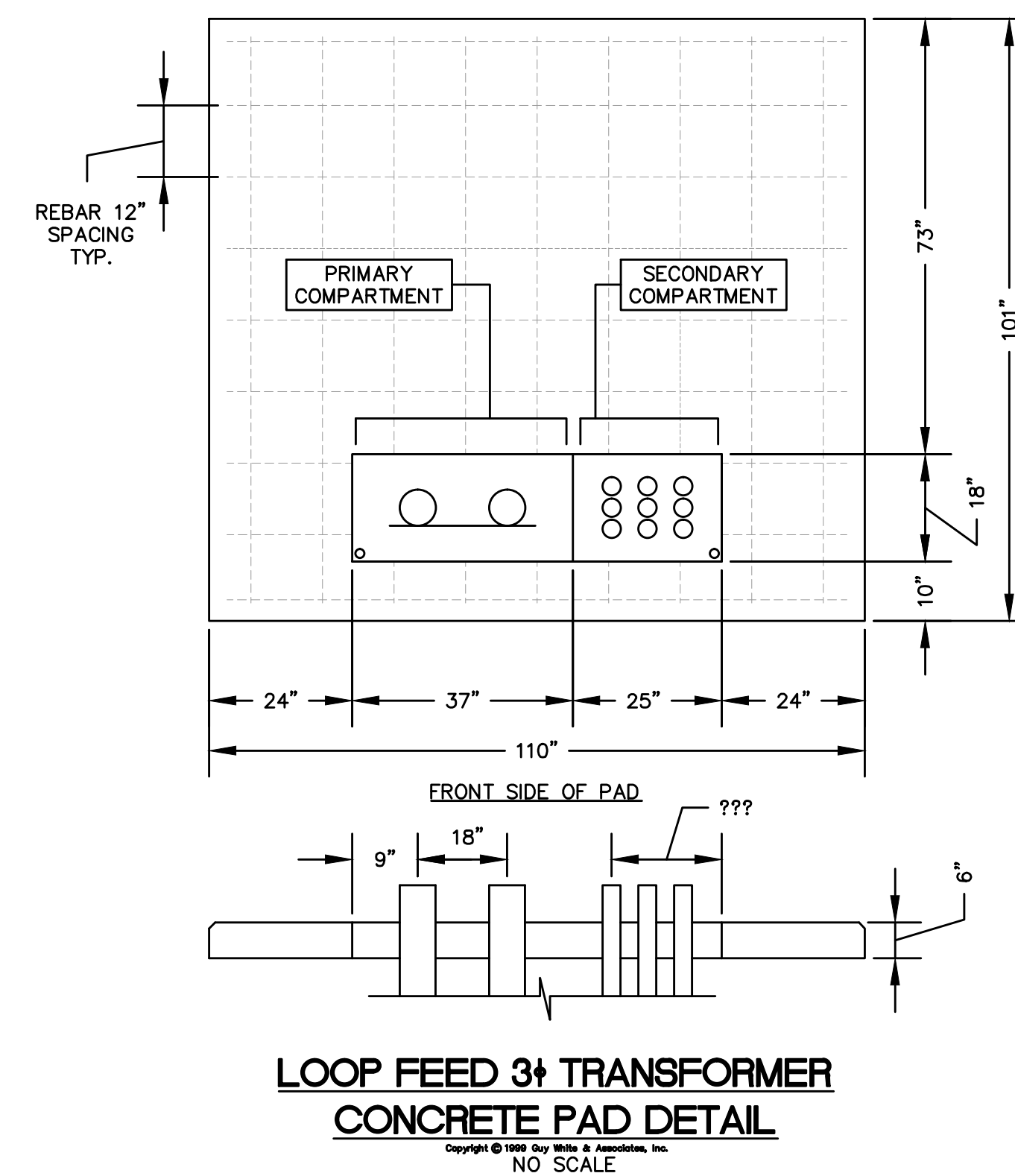
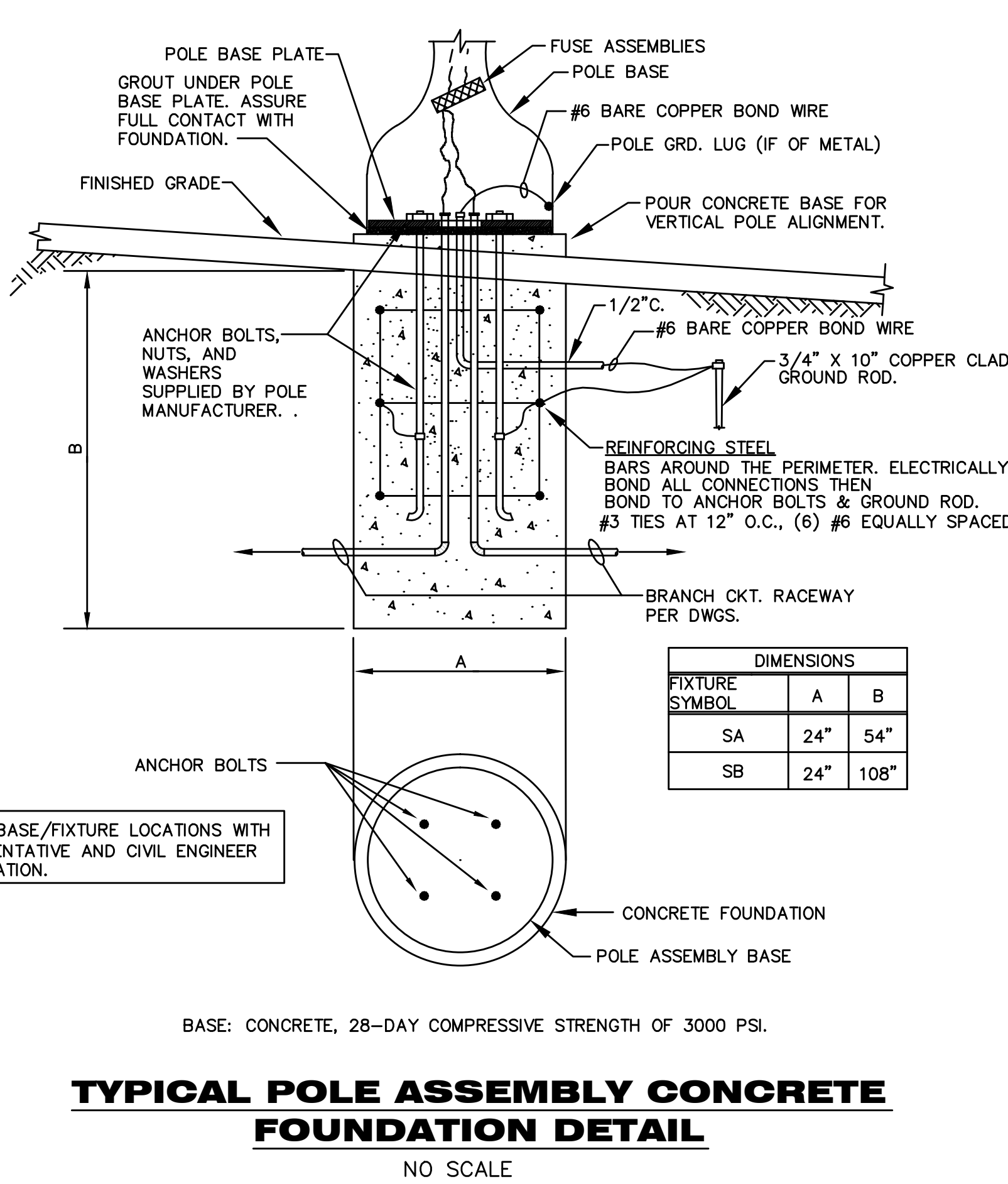
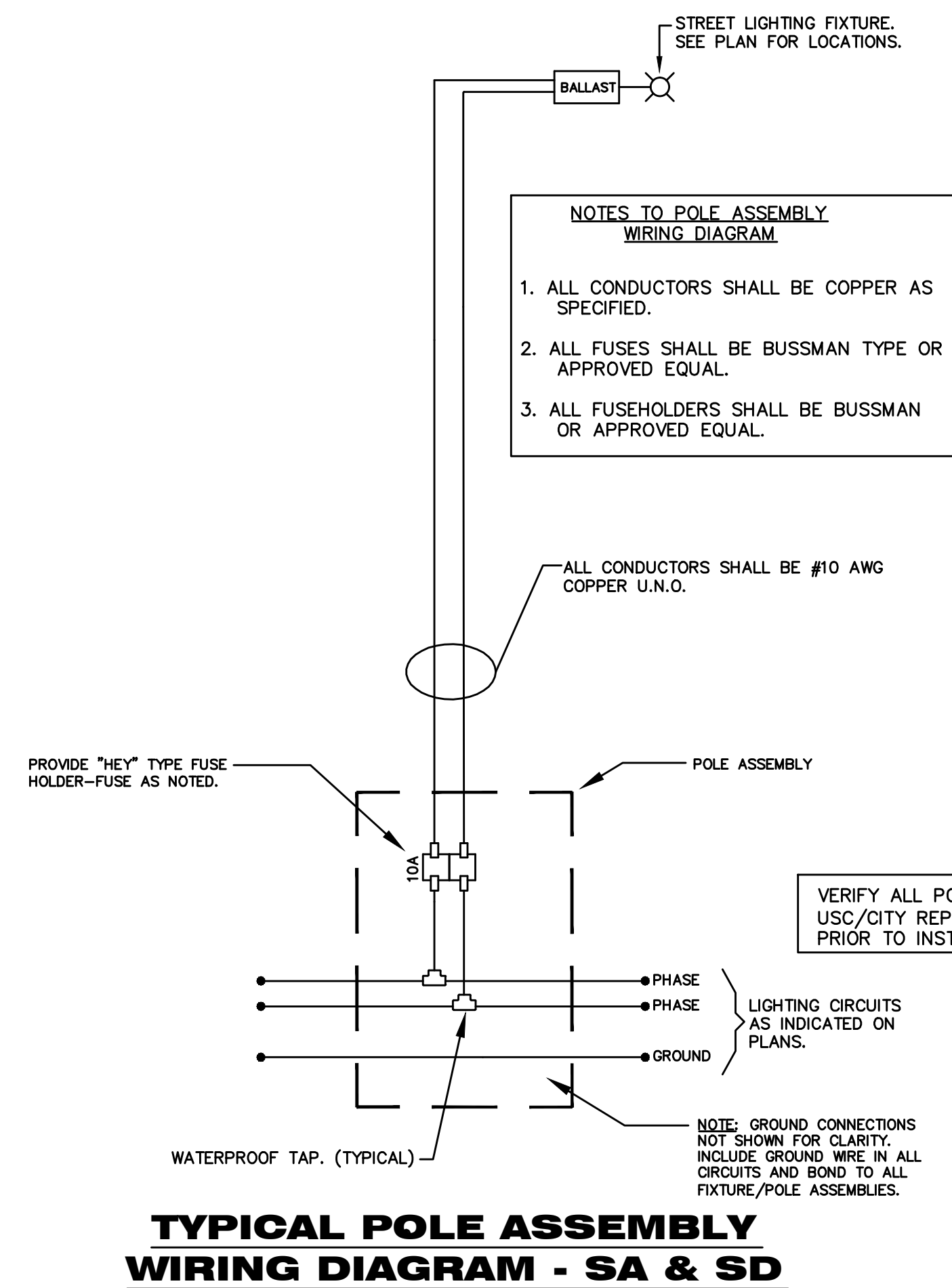
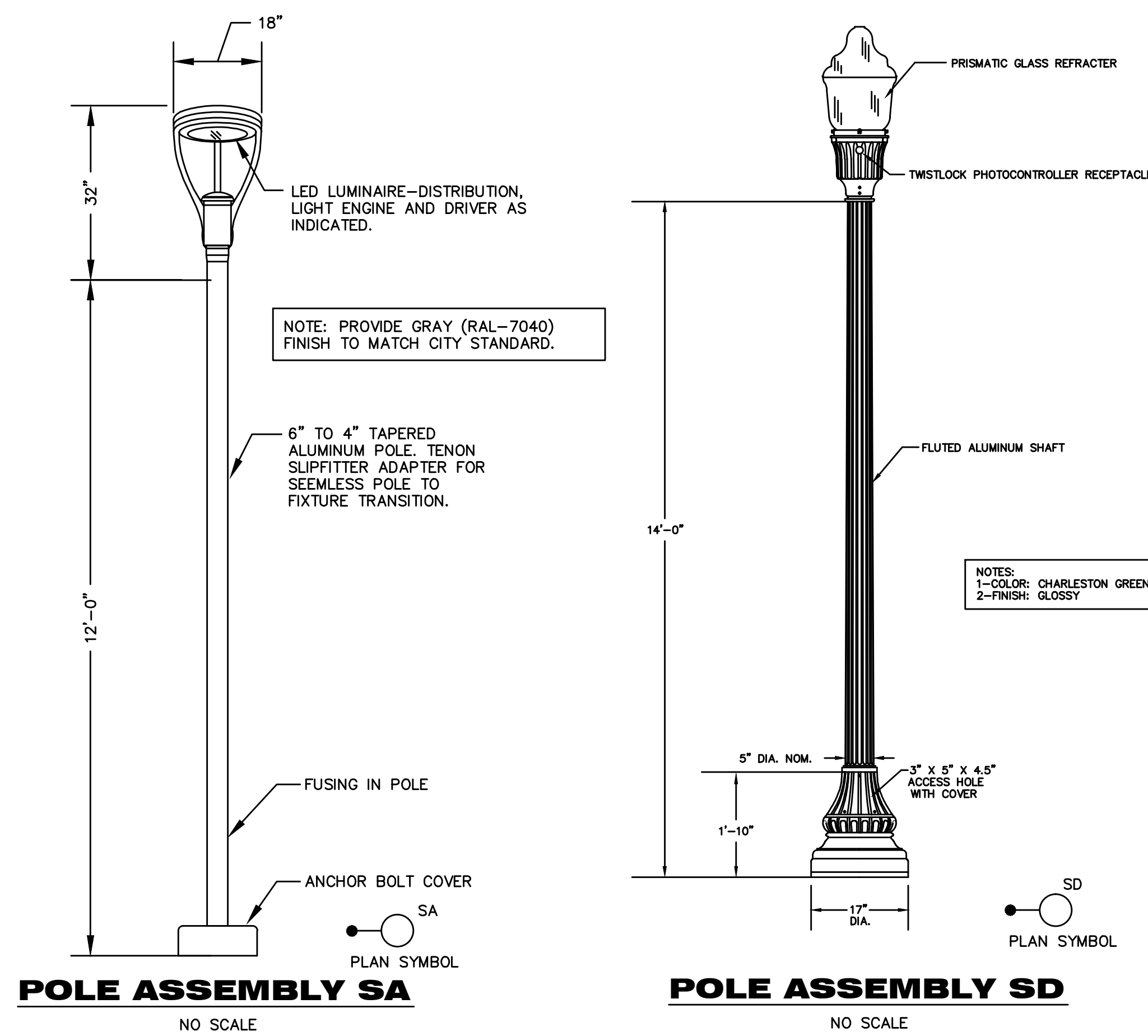


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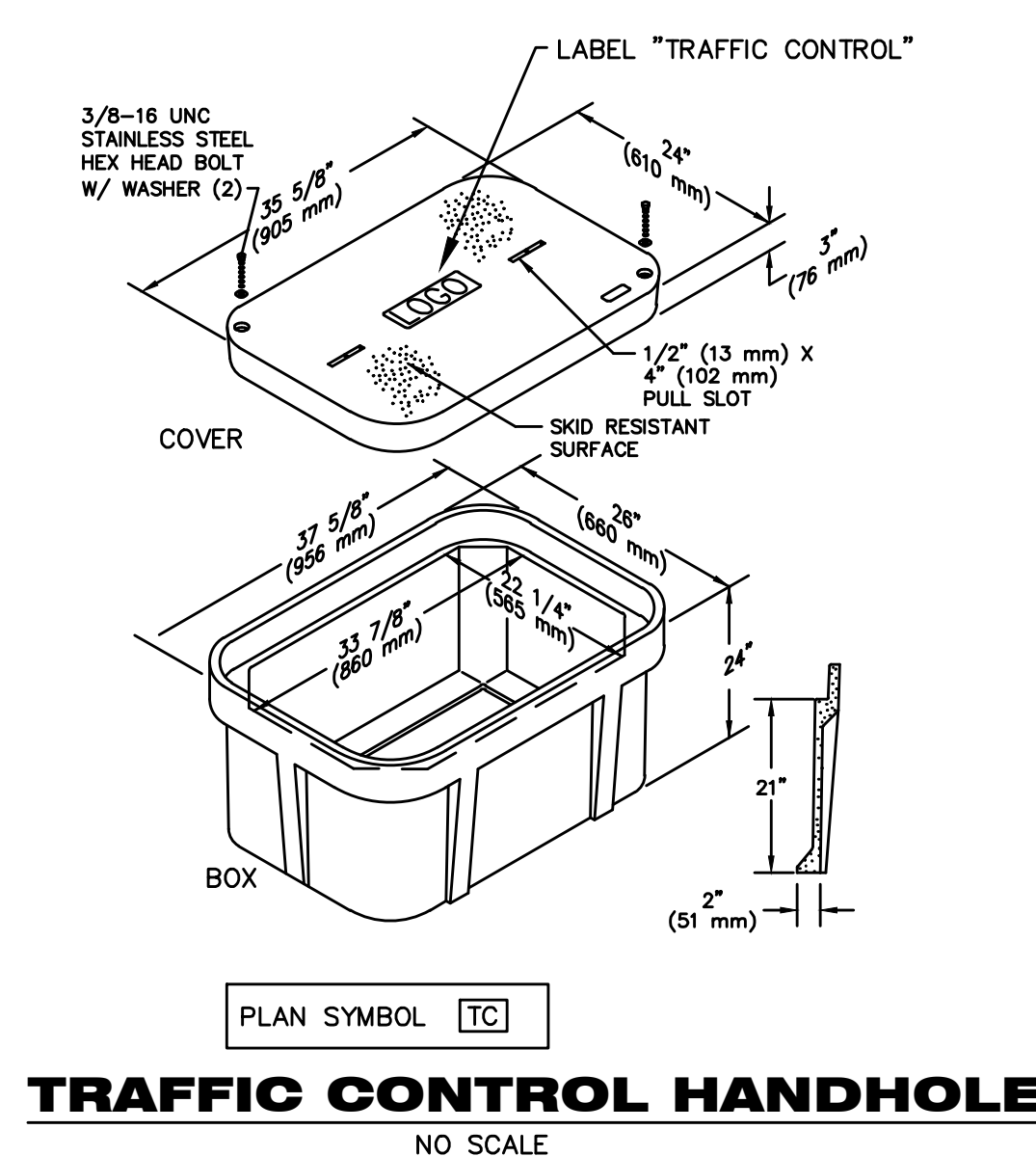
HUMPHREYS & PARTNERS URBAN ARCHITECTURE, L.P.

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- NOTES TO COMMUNICATION HANDHOLE**
1. PROVIDE 30" X 48" OPEN BOTTOM COMMUNICATION HANDHOLE.
 2. HANDHOLE CONSTRUCTION SHALL BE FIBERGLASS REINFORCED POLYMER CONCRETE AND FIBERGLASS REINFORCED POLYMER. COLOR SHALL BE CONCRETE GRAY. MINIMUM 22,500 LB TEST LOAD RATING FOR COVER AND BOX.
 3. HANDHOLE SHALL BE QUARTZITE #PG3048BA36 WITH PG3048BA00 HEAVY DUTY COVER OR EQUAL BY CDR.
 4. LOCATE HANDHOLES AS GENERALLY INDICATED ON SITE PLAN. HANDHOLES SHALL BE INSTALLED SO SQUARE AND FLUSH WITH SURROUNDING GRADE AND/OR SITE FEATURES.
 5. SET ON GRAVEL BASE IN ACCORDANCE WITH MANUFACTURER GUIDELINES. BASE SHALL BE MINIMUM 6" THICK.
 6. PROVIDE IMPRINTED LABEL IN COVER. LABEL SHALL BE AS DIRECTED BY RESPECTIVE COMMUNICATION UTILITY. FOR SPARE HANDHOLES, LABEL COMMUNICATIONS



DESIGNED BY:		
DRAWN BY:		
ARCHITECT OF RECORD:		
DATE PLOTTED:		
ISSUE FOR PRICING / BIDDING:		
ISSUE FOR PERMIT APPLICATION:		
--		
ISSUE FOR CONSTRUCTION		
--		
REVISIONS:		
#	DATE	COMMENTS

PARK PLACE

1015 ASSEMBLY STREET
PARK 7 GROUP

90% DESIGN DOCUMENTS - FOR PERMIT ONLY - 7/29/2016

GWA: 15-2993

GWA INC.
Electrical Engineers

Midlands Office - Main
168 Laurelhurst Avenue
Columbia, SC 29210
(803)252-6919
Fax (803)799-5494
gwa@gwainc.net
http://www.gwainc.net

CLIENTS: PROVIDE THE DRAWING AND THE LISTING OF THE PROJECT TO THE ENGINEER. THE ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN AND THE CONSTRUCTION OF THE PROJECT. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE DESIGN AND THE CONSTRUCTION OF THE PROJECT IF THE CLIENT DOES NOT PROVIDE THE LISTING OF THE PROJECT TO THE ENGINEER.

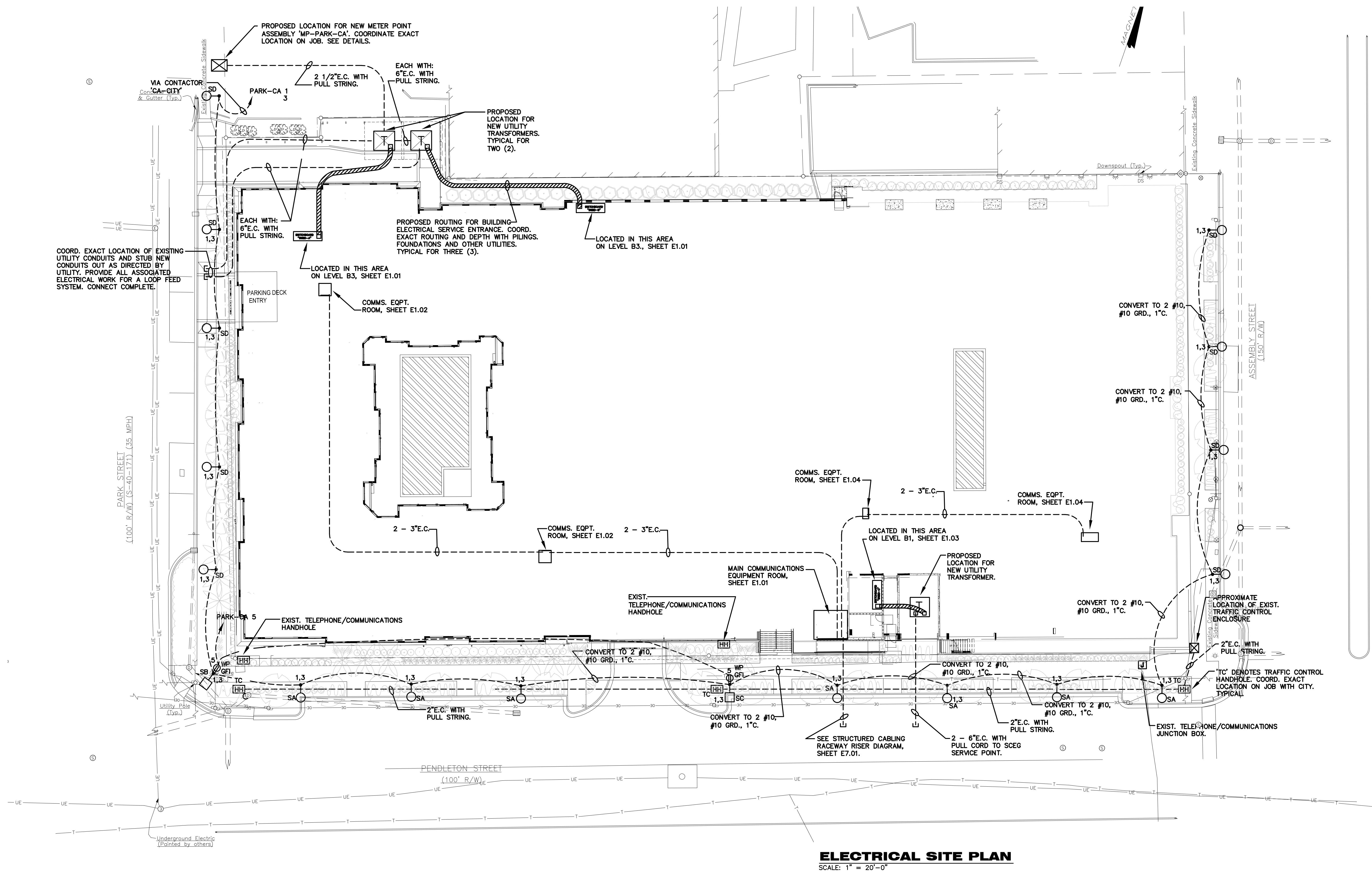
SHEET CONTENTS:
**ELECTRICAL
SITE
DETAILS**

SHEET NO.

E0.04

15371

Packet Pg. 477



ELECTRICAL SITE PLAN
SCALE: 1" = 20'-0"

LIGHTING FIXTURE SCHEDULE - SITE WORK

SYMBOL	DESCRIPTION	MANUFACTURER	CATALOG NUMBER	VOLTAGE	LAMPS*	BALLASTS/DRIVER*	FIXTURE WATTAGE	NOTES
SA	POST-TOP LIGHTING FIXTURE (INDIRECT, LED-4000K)	ACUITY	MRP LED-49B350/40K-SR5-MVOLT--RAL7040 + (HAP)RTA-12-C-6-4-0-RAL7040-ROUNDCOVER	208V.	49 LED ENGINE (4000K)	350mA DRIVER	110W	PROVIDE WITH 12" SMOOTH, ROUND, TAPERED ALUMINUM POLE. POLE SHALL HAVE BASE DIAMETER OF 6" AND SHALL TAPER TO A TOP DIAMETER OF APPROXIMATELY 4" TO ALLOW FOR SEAMLESS TRANSITION TO LUMINAIRE VIA INTERNAL EXPANSION FITTER. INCLUDE HANDHOLE AND COVER AT BASE OF POLE FOR ACCESS TO FUSING. INCLUDE ROUND BASE COVER. POLE, BRACKET AND LUMINAIRE SHALL BE RAL-7040.
SB	ROADWAY FIXTURE (LED, TYPE 3 DISTRIBUTION, 4000K)	ACUITY	ATB2-40BLEDE10-MVOLT-R3-RAL7040 + (VAL)RTS28--CL22AC + GFCI RECEPT	208V.	L40 ENGINE (4000K)	1000mA DRIVER	143W	PROVIDE WITH 28" SMOOTH, ROUND, TAPERED STEEL POLE AND SINGLE ANNAPURNA DECORATIVE ARM FOR APPROXIMATELY 30' FIXTURE MOUNTING HEIGHT. POLE SHALL HAVE BASE DIAMETER OF 8" AND SHALL TAPER TO A TOP DIAMETER AS REQUIRED FOR DECORATIVE ARM MOUNTING AND INCLUDE HANDHOLE AND COVER AT BASE OF POLE FOR ACCESS TO FUSING. INCLUDE DECORATIVE CLAMSHELL BASE COVER. POLE, BRACKET AND LUMINAIRE FINISH SHALL BE RAL-7040. PROVIDE WITH INTEGRAL PHOTOCELL.
SC	ROADWAY FIXTURE (LED, TYPE 5 DISTRIBUTION, 4000K)	ACUITY	ATB2-40BLEDE10-MVOLT-R5-RAL7040 + (VAL)RTS28--CL22AC + GFCI RECEPT	208V.	L40 ENGINE (4000K)	1000mA DRIVER	143W	PROVIDE WITH 28" SMOOTH, ROUND, TAPERED STEEL POLE AND SINGLE ANNAPURNA DECORATIVE ARM FOR APPROXIMATELY 30' FIXTURE MOUNTING HEIGHT. POLE SHALL HAVE BASE DIAMETER OF 8" AND SHALL TAPER TO A TOP DIAMETER AS REQUIRED FOR DECORATIVE ARM MOUNTING AND INCLUDE HANDHOLE AND COVER AT BASE OF POLE FOR ACCESS TO FUSING. INCLUDE DECORATIVE CLAMSHELL BASE COVER. POLE, BRACKET AND LUMINAIRE FINISH SHALL BE RAL-7040.
SD	DECORATIVE POST FIXTURE	HOLOPHANE	GVU15AHPMARAL60123RSGH	208V	1-150W HPS	HPF	188W	DECORATIVE POST FIXTURE ON 14' TAPERED CAST ALUMINUM POLE. PROVIDE CONCRETE BASE AS INDICATED.

NOTES TO SITE LIGHTING FIXTURE SCHEDULE

1. LOCATE ALL FIXTURES IN STRICT ACCORDANCE WITH CIVIL AND LANDSCAPE PLANS.
2. POLE EPA SHALL COMPLY WITH CITY/SCDOT STANDARDS. MINIMUM 90MPH (1.3 GUST FACTOR) RATING.
3. SA AND SB FIXTURES SHALL HAVE BREAK-AWAY MOUNTING HARDWARE WHERE INSTALLED ON STATE ROADS.
4. SEE DETAILS FOR FOUNDATIONS AND OTHER REQUIREMENTS.
5. ALL FIXTURES IN CITY RIGHT-OF-WAY OR ON CITY PROPERTY SHALL COMPLY WITH CITY STANDARDS.

For SB and SC fixtures, see attached Innovista site furnishings schedule, Roadway fixture and Roadway pole/arm

THE FOLLOWING ELECTRIC/COMMUNICATION UTILITIES ARE EXPECTED TO SERVE THE PROJECT AREA:

ELECTRIC:

SCE&G
TOM COONEY
ENGINEER-METRO COLUMBIA CREW QUARTERS
190 OPERATIONS WAY
CAYCE, SC 29033-3701
TOM.COONEY@SCE&G.COM
(803) 217-8443

COMMUNICATIONS:

AT&T SOUTHEAST
JEFF RICH
MGR OSP PLANNING AND ENGINEERING DESIGN
400 LAUREL STREET
ROOM 305
COLUMBIA, SC 29201
JR7442@ATT.COM
(803) 401-2544

SPIRIT

JOEY ADAMS
OSP ENGINEERING, INSTALLATION AND INVENTORY MANAGER
491 LAKESHORE PARKWAY
ROCK HILL, SC 29730
JOEY.ADAMS@SPIRITCOM.COM
(803) 230-3490

LEVEL 3
RUSS WHEAT
OSP ENGINEERING
3770 LUCIOUS ROAD
COLUMBIA, SC 29201
RUSS.WHEAT@LEVEL3.COM
(803) 239-1116

TWC
STEVE JONES
CONSTRUCTION COORDINATOR
6539-B FROST AVE.
COLUMBIA, SC 29203
STEVE.JONES@TWCABLE.COM
(803) 518-1100

DESIGNED BY:	_____	
DRAWN BY:	_____	
ARCHITECT OF RECORD:	_____	
DATE PLOTTED:	_____	
ISSUE FOR PRICING / BIDDING:		
ISSUE FOR PERMIT APPLICATION:		
--		
ISSUE FOR CONSTRUCTION		
--		
REVISIONS:		
#	DATE	COMMENTS

PARK PLACE

1015 ASSEMBLY STREET
PARK 7 GROUP

GWA-15-2993



Midlands Office - Main
168 Laurelhurst Avenue
Columbia, SC 29210
(803)252-6919
Fax (803)799-5494
gwa@gwainc.net
http://www.gwainc.net

SHEET CONTENTS:

**ELECTRICAL
SITE PLAN**

SHEET NO.

ES.01

15371

Packet Pg. 478

90% DESIGN DOCUMENTS - FOR PERMIT ONLY - 7/29/2016



Innovista Site Furnishings Schedule

	Brand	Model	Color	Mounting	Options	Website/contact
Bench with back	Landscape Forms*	35 Collection "Stay"	Silver powder coat	Surface mount or embedded	1 divider, no arms	www.landscapeforms.com
Backless Bench	Landscape Forms*	35 Collection "Stay"	Silver powder coat	Surface mount or embedded	1 divider, no arms	
Trash	Landscape Forms*	Petoskey	Silver powder coat	Free-standing, surface mount, or embedded	Hinged lid	
Recycling	Landscape Forms*	Petoskey	Silver powder coat	Free-standing or surface mount	Option 10 "Recyclable"	
Ash	Landscape Forms*	Petoskey	Silver powder coat	Free standing, surface mount, or embedded		
Bike Rack	Landscape Forms*	Ring	#4 satin electropolish finish on stainless steel	embedded		
Post top Light fixture	Holophane* Acuity Brands Omero Luminaire.	100 watt equal: MRPLEDAML49B530/40KXXMVOLTXX 150 watt equal: MRPLEDAML63B530/40KXXMVOLTXX	RAL 7040			Please contact Mark Lybrand at 803-786-7867 for pricing.
Roadway Light fixture	Holophane* Acuity Brands	AutoBahn series ATB2 250 watt equal: ATB240BLEDE10AMLMVOLTXXXX 400 watt equal: ATB260BLEDE10AMLMVOLTXXXX	RAL7040			Please contact Mark Lybrand at 803-786-7867 for pricing.
Post top pole	Acuity Brands	12' round tapered aluminum pole, 6" diameter tapering up to 4", no tenon, square <u>base</u> with round cover. Breakaway couplings added if it is going on a SCDOT road. Note if breakaway couplings are needed please add (BREAKCOUPLINGS) to the end of the catalog number.	RAL7040			Please contact Mark Lybrand at 803-786-7867 for pricing.

Innovista Site Furnishings Schedule

Roadway pole/arm Non-breakaway	Acuity Brands	RTA275S4DAVITRAL7040(AB) RFD19097 27' 5" mounting height round tapered aluminum pole with single 4' long davit arm	RAL 7040			Please contact Mark Lybrand at 803-786-7867 for pricing.
Roadway pole/arm Breakaway (for DOT roads)	Acuity Brands	RTA27 5S4DAVITRAL7040-BWYCOUP(AB)RFD190973 27' 5" mounting height round tapered aluminum pole with single 4' long davit arm, with breakaway couplings and skirt.	RAL7040			Please contact Mark Lybrand at 803-786-7867 for pricing.
Pole for seasonal decorations Non-breakaway	Acuity Brands	RTA2880GPLNDRAL7040(AB) 28' round tapered aluminum pole	RAL7040			Please contact Mark Lybrand at 803-786-7867 for pricing.
Pole for seasonal decorations Breakaway	Acuity brands	RTA2880GPLNDRAL7040-BWYCOUP(AB) 28' round tapered aluminum pole with breakaway couplings and skirt.	RAL7040			Please contact Mark Lybrand at 803-786-7867 for pricing.
Bollards	Reliance Foundry*	R-8460 Stainless Steel Bollard R-8471 Stainless Steel Retractable Bollard 35 ½" ht. x 4 ½" dia.	#6 satin finish		Removable or fixed	Reliance-foundry.com

* or approved equal



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-012 - 12th Supplemental Waterworks and Sewer System Revenue Bonds

FINANCIAL IMPACT:

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** 2018-012 12th Supplemental WW & Sewer Revenue Bond (PDF)

CITY OF COLUMBIA, SOUTH CAROLINA

ORDINANCE NO.: 2018-012

A TWELFTH 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 \$115,000,000, IN ORDER TO FINANCE VARIOUS CAPITAL PROJECTS AND IMPROVEMENTS TO THE SYSTEM, ANY NECESSARY DEBT SERVICE RESERVES 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: _____, 2018

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 Twelfth 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, all of which is outstanding as of the date of this Twelfth Supplemental Ordinance.

“Bonds of 2010” shall mean the original principal amount \$105,000,000 City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2010, dated May 26, 2010, of which \$10,130,000 is outstanding as of the date of this Twelfth Supplemental Ordinance.

“Bonds of 2011A” shall mean the original principal amount \$100,000,000 Waterworks and Sewer System Revenue Bonds, Series 2011A, dated December 8, 2011, of which \$32,135,000 is outstanding as of the date of this Twelfth Supplemental Ordinance.

“Bonds of 2011B” shall mean the original principal amount \$27,265,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series

2011B, dated December 8, 2011, of which \$4,455,000 is outstanding as of the date of this Twelfth Supplemental Ordinance.

“Bonds of 2012” shall mean the original principal amount \$58,055,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series 2012, dated March 8, 2012, all of which is outstanding as of the date of this Twelfth 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 \$68,040,000 is outstanding as of the date of this Twelfth 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 \$61,060,000 is outstanding as of the date of this Twelfth 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 \$144,815,000 is outstanding as of the date of this Twelfth Supplemental Ordinance.

“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 Twelfth 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 Twelfth 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.

“Eighth Supplemental Ordinance” shall mean Eighth Supplemental Ordinance No. 2011-068 of the Council of the City enacted on September 20, 2011.

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

“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.

“Fourth Supplemental Ordinance” shall mean Fourth Supplemental Ordinance No. 2005-013 of the Council of the City enacted on May 18, 2005.

“General Bond Ordinance” shall mean Ordinance No. 93-43 of the Council of the City enacted on May 21, 1993.

“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, 2018, 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 \$115,000,000, in order to finance the Costs of Acquisition and Construction of the New Projects, 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.

“Ninth Supplemental Ordinance” shall mean Ninth Supplemental Ordinance No. 2012-014 of the Council of the City enacted on February 21, 2012.

“Outstanding Parity Bonds” shall mean, as of the date of this Twelfth Supplemental Ordinance, the Bonds of 2009, the Bonds of 2010, the Bonds of 2011A, the Bonds of 2011B, the Bonds of 2012, the Bonds of 2013, the Bonds of 2016A and the Bonds of 2016B.

“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).

“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 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.

"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.

"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 Bonds 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 Twelfth 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, the Fifth Supplemental Ordinance and the Sixth Supplemental Ordinance for the payment and security of the Bonds of 2010; (iii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Eighth Supplemental Ordinance for the payment and security of the Bonds of 2011A and the Bonds of 2011B; (iv) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Ninth Supplemental Ordinance for the payment and security of the Bonds of 2012; (v) 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; (v) 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; and (vi) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and this Twelfth 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) is approximately \$96,500,000 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. 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) 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 Bonds, the provision of a Letter of Credit or any combination of the foregoing, for the benefit of the Holders of the New Bonds.

(i) The New Bonds are being issued hereunder in an aggregate principal amount of not exceeding \$115,000,000, for one or more of the following purposes: (1) to improve and enlarge the System (i.e., the New Projects); (2) 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 Bonds, the provision of a Letter of Credit or any combination thereof, and (3) to pay the Cost of Issuance of the New Bonds.

(j) It is necessary and in the best interest of the City to undertake the New Projects and to issue the New Bonds in the aggregate principal amount of not exceeding \$115,000,000 in accordance with the Ordinance, the Act, and this Twelfth 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 thereof and the purpose for issuance]” (collectively, the “New Bonds”), in the aggregate principal amount of not exceeding \$115,000,000. The proceeds of the New Bonds shall be used for one or more of the purposes set forth in Section 2(i) 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 Twelfth 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 McNair Law Firm, P.A., 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 Twelfth 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 Twelfth 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 Twelfth 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.

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 Bonds, 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. [Reserved]

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 portions thereof to be issued on a taxable or tax-exempt basis), authorized denominations thereof and the purposes of each Series thereof; 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 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 Purchase Contract 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 Twelfth 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 Twelfth Supplemental Ordinance shall be filed with the minutes of the meeting at which this Twelfth 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 Twelfth 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) 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.

(b) 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 to pay Costs of Acquisition and Construction for the New Projects 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 Cost of the Acquisition and Construction of the New Projects 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 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: (a) 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 Twelfth 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 Twelfth 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 Twelfth 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 2013, the Bonds of 2016A, the Bonds of 2016B and the New Bonds, by their acceptance thereof, have or are deemed to have consented to the amendments set forth in the Tenth Supplemental Ordinance. The Holders of the Bonds of 2016A, the Bonds of 2016B and the New Bonds, by their acceptance thereof, have or are deemed to have consented to the amendments set forth in the Eleventh Supplemental Ordinance.

The following provisions of the General Bond Ordinance are hereby amended pursuant to the authority of Article IX(A) of the General Bond Ordinance; provided, however, that the Holders of the New Bonds, by their acceptance thereof, are deemed to have consented to the following amendments. Any Bonds (as defined in the General Bond Ordinance), including the New Bonds, issued after the date of enactment of this Twelfth Supplemental Ordinance shall contain a reference to the amendments herein made:

(1) Article I of the General Bond Ordinance is hereby amended by adding the following definitions:

“Contingent Fund” shall mean the fund of that name established pursuant to Section 6.12 of the Ordinance.

“Depreciation Fund” shall mean the fund of that name established pursuant to Section 6.12 of the Ordinance.

(2) Section 6.1 of the General Bond Ordinance shall be amended by adding the following language after the first paragraph thereof:

Pursuant to Section 6.12 of the Ordinance, there are hereby established the Contingent Fund and the Depreciation Fund. For the avoidance of doubt, (a) the designation of the Contingent Fund and the Depreciation Fund in and by the Ordinance shall not be construed to require the establishment of any completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of the Revenues and assets of the System for certain purposes and to establish certain priorities for application of such Revenues and assets as herein provided, and (b) the cash required to be accounted for in each of the foregoing funds established herein may be deposited in a single bank account, provided that adequate accounting

records are maintained to reflect and control the restricted allocation of the cash in and deposited therein for the various purposes of such funds as provided herein.

(3) Section 6.2 of the General Bond Ordinance is hereby amended by deleting the sub-paragraph “Fifth” following the second paragraph thereof in its entirety and replacing it with the following text:

Fifth, provision shall be made for the payment of any Junior Bonds or to meet any other obligations of the City which are charges, liens or encumbrances upon the Revenues of the System junior and subordinate to the lien on Net Revenues securing the Bonds (including but not limited to termination payments under the Swap and the payment of interest on amounts advanced by the provider of any surety bond, insurance policy or letter of credit as contemplated in Section 6.6 hereof), as described in Section 6.7 hereof;

Sixth, there shall be transferred into the Contingent Fund and the Depreciation Fund the amounts required by the Ordinance, as described in Sections 6.7 and 6.12 hereof; and

Seventh, the remaining Revenues shall be disposed of as provided in Section 6.7 hereof.

(4) Section 6.7 of the General Bond Ordinance is hereby amended by deleting the text “second to provide adequate funds for improvements to the System and to build up proper reserves for depreciation and against contingencies” in its entirety and replacing it with the following text: “second to make such deposits to the Contingent Fund as required by Section 6.12 hereof to provide for adequate funds for improvements to the System and build up a proper reserve against contingencies and to the Depreciation Fund as required by Section 6.12 hereof to build up a proper reserve for depreciation of the System”

(5) The following shall be added as a new section of the General Bond Ordinance:

Section 6.12. Contingent Fund and Depreciation Fund. There are hereby established a Contingent Fund and a Depreciation Fund.

The City shall deposit from time to time (at least on a monthly basis) into the Contingent Fund and the Depreciation Fund the amounts determined in the Annual Budget prepared for the System. Moneys in the Contingent Fund shall be used to build up a reasonable reserve for improvements, betterments, and extensions to the System, other than those necessary to maintain the System in good repair and working order, and moneys in the Depreciation Fund shall be used to build up a reserve for the depreciation of the System and used for the purpose of restoring or replacing depreciated or obsolete items of the System.

Moneys in the Contingent Fund and the Depreciation Fund shall be held by the City in accordance with Section 6.1 hereof, and may be invested in

Permitted Investments pursuant to Section 6.11 hereof. Withdrawals from the Contingent Fund and the Depreciation Fund shall be made by an authorized representative of the City.

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 Twelfth 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 Twelfth 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 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 Twelfth Supplemental Ordinance are hereby repealed to the extent of such inconsistency.

Section 21. Effective Date.

This Twelfth 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 _____, 2018.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading: _____, 2018
Date of Second Reading: _____, 2018

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 REVENUE BOND
SERIES (YEAR)

REGISTERED

No. R-_____

Original
Issue Date

Maturity
Date

Interest
Rate

CUSIP

_____ 1, 2018

(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, 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 making certain improvements, enlargements and extensions to the City's Water and Sewer System (the "System"). 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, including particularly Article X, Section 14(10) of the South Carolina Constitution and Title 6, Chapter 17 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 Twelfth Supplemental Ordinance No. 2018-012 of the Council enacted on _____, 2018 (the "Twelfth 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 the “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 2010, the Bonds of 2011A, the Bonds of 2011B, the Bonds of 2012, the Bonds of 2013, the Bonds of 2016A and the Bonds of 2016B (as such terms are defined in the Twelfth Supplemental Ordinance) and any Series of Bonds (as defined in the General Bond Ordinance) which are presently Outstanding (as defined in the General Bond Ordinance) 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:

<u>Period During Which</u> <u>Redeemed (both dates inclusive)</u>	<u>Redemption</u> <u>Prices</u>
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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 Twelfth 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:

<u>Year</u>	<u>Principal Amount</u>
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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 of South Carolina, 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 of South Carolina 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 McNair Law Firm, P.A., 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 Revenue Bonds,
 Series (year)

<u>Maturity</u> <u>(February 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>Number</u>
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EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

PURCHASE CONTRACT

RELATED TO:

\$[]

**CITY OF COLUMBIA, SOUTH CAROLINA
WATERWORKS AND SEWER SYSTEM REVENUE BONDS
SERIES 2018**

PURCHASE CONTRACT

[], 2018

The Honorable Mayor and Members of City Council
City of Columbia
1225 Laurel Street
Columbia, South Carolina 29201

The undersigned, [], on behalf of itself and as representative of [], as the Underwriter (“Underwriter”), offers to enter into this 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 4 p.m. local time, on [], 2018, 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 of the City’s Waterworks and Sewer System Revenue Bonds, Series 2018 (the “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][less] [aggregate] 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, 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 Twelfth Supplemental Ordinance No. 2018-012, enacted by the City Council on [], 2018 (together with “Bond Ordinance,” as so amended and supplemented, “Ordinance”).

Proceeds of the Bonds will be used, as applicable, to (i) fund the improvements, extensions and enlargements to the System, and (ii) 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.

Payment of the Bonds will be secured by a pledge of and lien on the Net Revenues derived by the City from the System on a parity with the pledges thereof securing the Bonds of 2009, the Bonds of 2010, the Bonds of 2011A, the Bonds of 2011B, the Bonds of 2012, the Bonds of 2013, the Bonds of 2016A and the Bonds of 2016B.

3. **Official Statement.** The City has previously provided to the Underwriter copies of the Preliminary Official Statement with respect to the Bonds dated [], 2018 (“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) under the Securities Exchange Act of 1934 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 15c2-12(b)(1) 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 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 the City deems the Preliminary Official Statement to be final for the purpose of SEC Rule 15c2-12(b)(1) 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; the Official Statement will be a final official statement as such term is defined in Rule 15c2-12(b)(1), as of its date; and nothing has come to the City’s attention which would lead it to believe that (i) except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds and delivery date of the Bonds, the information contained in the Preliminary Official Statement is not true and correct in all material respects or contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made in the Preliminary Official Statement, in light of the circumstances under which they were made, misleading; and (ii) the information to be contained in the Official Statement will not be true and correct in all material respects or will contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Official Statement, in light of the circumstances under which they were made, misleading (excluding from (i) and (ii), above, 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 2018 BONDS—Book-Entry Only System”; the information relating to the Underwriter under the caption “MISCELLANEOUS – Underwriting” and the stabilizing language on the inside front cover).

(e) The City has duly enacted the Ordinance and duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the 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 officer; (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.

(f) 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 special 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.

(g) 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.

(h) Except as stated in the Preliminary Official Statement, or as may be supplemented in the Official Statement, there is no action, suit, hearing, proceeding, inquiry or investigation at law or in equity or before or by any court, public board, agency or body pending or, to the best of the 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 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.

(i) The execution and delivery by the City of the Official Statement, this Purchase Contract and the other documents contemplated hereby and by the Official Statement, and the enactment of the Ordinance and compliance with the provisions thereof do not and 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.

(j) 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.

(k) 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.

(l) If, between the date of this Purchase Contract and the Termination of the Disclosure 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 information relating to DTC and its affiliates and the book-entry only

system of registration and transfer and related information under the caption “THE 2018 BONDS—Book-Entry Only System”; the information relating to the Underwriter under the caption “MISCELLANEOUS – Underwriting” and the stabilizing language on the inside front cover), 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:

(i) The “Termination of the Disclosure Period” shall mean the later of (1) the earlier of (x) the ninetieth day following the End of the Underwriting Period (as defined in subparagraph (ii) below) and (y) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, and (2) the twenty-fifth day following the End of the Underwriting Period; and

(ii) The “End of the Underwriting Period” shall mean the later of (1) the Closing Date that the “End of the Underwriting Period” for purposes of Rule 15c2-12 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” 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 Rule 15c2-12.

(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 Rule 15c2-12.

6. **Closing.** At 10:00 a.m., local time, on [], 2018, 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 [], as trustee (“Trustee”) 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 Trustee 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 [], 2018, 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 McNair Law Firm, P.A. and Johnson, Toal & Battiste, P.A. ("Co-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 Securities and Exchange Commission 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; 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 Co-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 Rule 15c2-12 under the 1934 Act.

(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 Co-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. Konx, Esquire, Counsel to the City, 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 “[]” by Moody’s Investors Service, Inc. (“Moody’s”) and “[]” by Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business (“Standard & Poor’s”);
- (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; and
- (x) 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 Co-Bond Counsel may reasonably request to evidence (A) compliance by the City with legal requirements, (B) the truth and accuracy, as of the time of Closing, of the respective representations of the City 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 [], 2018, 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 Co-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 Co-Bond Counsel.** The City will furnish to the Underwriter a reasonable supply of copies of the opinions of Co-Bond Counsel to accompany delivery of the Bonds.

10. **Annual Audits.** The City agrees to furnish to the Underwriter, upon 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 Co-Bond Counsel, Co-Counsel to the Underwriters and any other experts or consultants retained by the City, including the City's Counsel, financial advisor, independent engineers, accountants, consultants and the charges of Moody's and Standard & Poor's; and (d) fees and costs of the Trustee/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 Underwriters 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 Termination of the Disclosure Period, without the prior written consent of the Underwriter;

(c) Through the End of 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 effect 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 [],

Attention: [].

16. ***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.

16. ***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.

17. ***Governing Law.*** This Purchase Contract shall be governed by and construed in accordance with the laws of the State of South Carolina.

18. ***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.

19. ***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]

SIGNATURE PAGE TO PURCHASE CONTRACT]

Very truly yours,

By: [], on behalf of itself and as representative of []

By: _____
Its: _____

Accepted and Agreed to as
of the date first above written.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Its: _____

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

\$[] Serial Bonds

Redemption

Optional Redemption

The Bonds maturing on or after [] 1, 20[], are subject to redemption prior to maturity on or after [] 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

[to be updated]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT B

Forms of Supplemental Bond Counsel Opinions

[], 2018

[]
 on behalf of itself and as representative of
 []
 [CITY/STATE]

Re: \$[] Waterworks and Sewer System Revenue Bonds, Series 2018, 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 \$[] original principal amount Waterworks and Sewer System Revenue Bonds, Series 2018 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(i)(B) of the Purchase Contract dated [], 2018 (“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, of the Code of Laws of South Carolina, 1976, as amended.
2. The Purchase Contract.
3. The Official Statement dated [], 2018 (“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. 93-4 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 [] Supplemental Ordinance No. 2018-012, enacted by the City Council on [], 2018 (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 2018 BONDS” (other than the information under “Book-Entry-Only System”); “SECURITY FOR THE 2018 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 2018 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,

McNAIR LAW FIRM, P.A.

[], 2018

[]
on behalf of itself and as representative of
[]
[CITY / STATE]

Re: \$[] Waterworks and Sewer System Revenue Bonds, Series 2018, 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 \$[] original principal amount Waterworks and Sewer System Revenue Bonds, Series 2018 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(i)(B) of the Purchase Contract dated [], 2018 (“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, of the Code of Laws of South Carolina, 1976, as amended.
2. The Purchase Contract.
3. The Official Statement dated [], 2018 (“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. 93-4 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 [] Supplemental Ordinance No. 2018-012, enacted by the City Council on [], 2018 (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 2018 BONDS” (other than the information under “Book-Entry-Only System”); “SECURITY FOR THE 2018 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 2018 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 [], 2018 (“Purchase Contract”), between the City of Columbia, South Carolina (“City”) and [], on behalf of itself and as representative of [], as underwriter (“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 [], 2018 (“Official Statement”), relating to the \$[] City of Columbia, South Carolina Waterworks and Sewer System Revenue Bonds, Series 2018 (collectively, “Bonds”), or the validity, due authorization and execution of the Purchase Contract, the Disclosure Dissemination Agent Agreement dated [], 2018, between the City and Digital Assurance Certification, L.L.C., or any agreement or instrument to which the City is a party or 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 [], 2018.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Manager

EXHIBIT D

[Form of Opinion of the City Attorney]

[], 2018

[]
 on behalf of itself and as representative of
 []
 [CITY / STATE]

City of Columbia
 Columbia, South Carolina

Re: \$[] Waterworks and Sewer System Revenue Bonds, Series 2018, of the City of Columbia, South Carolina

As counsel 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 \$[] original principal amount Waterworks and Sewer System Revenue Bonds, Series 2018 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(iv) of the Purchase Contract dated [], 2018 (“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, of the Code of Laws of South Carolina, 1976, as amended;
2. The Purchase Contract;
3. The Official Statement dated [], 2018 (“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. 93-4 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 [] Supplemental Ordinance No. 2018-012, enacted by the City Council on [], 2018 (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 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 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

EXHIBIT E

Form of Underwriter's Counsel Opinion

[], 2018

[]
 on behalf of itself and as representative of
 []
 [CITY / STATE]

\$[]
City of Columbia, South Carolina
Waterworks and Sewer System Revenue Bonds
Series 2018

Ladies and Gentlemen:

We have acted as counsel to [] on behalf of itself and as representative of [], as the underwriter ("Underwriter") in connection with the purchase of the referenced bonds ("Bonds") pursuant to a Purchase Contract, dated [], 2018 ("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 [], 2018 ("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, McNair Law Firm, P.A. 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

[], 2018

[]
on behalf of itself and as representative of
[]
[CITY / STATE]

**Re: \$[] City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds Series
2018**

Ladies and Gentlemen:

We have acted as counsel to [] on behalf of itself and as representative of [], as the underwriter (“Underwriter”) in connection with the purchase of the above referenced bonds (“Bonds”) pursuant to a Purchase Contract, dated [], 2018 (“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 [], 2018 (“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, McNair Law Firm, P.A. 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 C

FORM OF PRELIMINARY OFFICIAL STATEMENT



NEW ISSUE

BOOK-ENTRY-ONLY

PRELIMINARY OFFICIAL STATEMENT DATED MAY [], 2018

RATINGS:

Moody's: Aa1
Standard & Poor's: AA+
(see "RATINGS")

In the opinion of McNair Law Firm, P.A., Co-Bond Counsel, assuming continued compliance by the City with the provisions of the Internal Revenue Code of 1986, as amended, as described herein, interest on the 2018 Bonds is excludable from gross income for federal income tax purposes under existing laws, regulations, rulings and judicial decisions. Interest on the 2018 Bonds is not an item of tax preference in computing the alternative minimum tax. The 2018 Bonds and the interest thereon will also be exempt from all State, county, municipal, school district and other taxes or assessments imposed within the State of South Carolina, except estate, transfer and certain franchise taxes.



\$50,000,000*
CITY OF COLUMBIA, SOUTH CAROLINA
WATERWORKS AND SEWER SYSTEM REVENUE BONDS
SERIES 2018

Dated: Delivery Date

Due: February 1, as shown on inside cover

The City of Columbia, South Carolina ("City"), Waterworks and Sewer System Revenue Bonds, Series 2018 ("2018 Bonds"), are issuable in fully-registered form and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), to which payments of principal, redemption premium, if any, and interest on the 2018 Bonds will be made. Individual purchases will be made in book-entry-only form, in denominations of \$5,000 or any integral multiple thereof. So long as Cede & Co., as partnership nominee of DTC, is the registered owner of the 2018 Bonds, references herein to holders or registered owners of the 2018 Bonds means Cede & Co., and shall not mean the beneficial owners of the 2018 Bonds. Interest on the 2018 Bonds shall be payable on each February 1 and August 1 commencing August 1, 2018, until maturity or prior redemption. Principal on the 2018 Bonds will be payable in the years and amounts shown on the inside cover hereof. All capitalized terms used on this cover, and not otherwise defined, are defined herein.

The 2018 Bonds are being issued under the authority of the Constitution and laws of the State, including Title 6, Chapter 17, and Title 11, Chapter 21 (as applicable), Code of Laws of South Carolina 1976, as amended, and the General Bond Ordinance No. 93-43, enacted by the City Council, the governing body of the City ("City Council"), on May 21, 1993, as amended and supplemented, including as amended and supplemented particularly by the Twelfth Supplemental Ordinance No. 2018-012, enacted by the City Council on May [], 2018.

The 2018 Bonds are being issued for the purposes of (i) funding certain improvements, extensions and enlargements to the Waterworks and Sewer System of the City ("System"); and (ii) paying the costs incurred in connection with the issuance of the 2018 Bonds.

The 2018 Bonds, including the interest thereon, are payable solely from the Net Revenues of 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 2018 BONDS.**

THE 2018 BONDS WILL BE SUBJECT TO OPTIONAL AND MANDATORY REDEMPTION PRIOR TO MATURITY AS DESCRIBED HEREIN.

THE 2018 BONDS DO NOT CONSTITUTE 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. THE 2018 BONDS SHALL NOT CONSTITUTE DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, ON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE NET REVENUES OF THE SYSTEM PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE 2018 BONDS 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 THE 2018 BONDS.

PNC CAPITAL MARKETS LLC

RAYMOND JAMES

SIEBERT CISNEROS SHANK & CO., L.L.C.

The 2018 Bonds are offered when, as and if issued and delivered by the City, subject to the final approving opinions of McNair Law Firm,

P.A., Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, Co-Bond Counsel. Certain legal matters will be passed on for the City by the City Attorney, Teresa A. Knox, Esquire, and for the Underwriters by their co-counsel, Parker Poe Adams & Bernstein LLP, Columbia, South Carolina, and The Starkes Law Firm, P.A., Columbia, South Carolina. Stifel, Nicolaus & Company, Incorporated, Columbia, South Carolina, has served as Financial Advisor to the City in connection with the issuance of the 2018 Bonds. It is expected that the 2018 Bonds will be available for delivery through the facilities of DTC, on or about June [], 2018.

This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors should read the entire Official Statement to obtain information essential to the making of an informed investment decision. The City deems the Preliminary Official Statement to be final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12 (“Rule”), except for information which may be omitted pursuant to the Rule.

This Official Statement is dated June [], 2018.

2018 BONDS MATURITY SCHEDULE

\$[] Serial Bonds

MATURI TY (FEB. 1)	<u>AMOUN</u> <u>T(\$)</u>	INTERE ST		<u>YIELD</u> <u>(%)</u>	<u>PRICE</u> <u>(%)</u>	<u>CUSIP</u>¹
		<u>RATE</u> <u>(%)</u>	<u>YIELD</u> <u>(%)</u>			

\$[] []% Term Bond, due February 1, 20[]; Yield: []%; Price []%^c; CUSIP: []

^cPriced to the call date of February 1, 202[]

¹Copyright 2017, American Bankers Association. CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services (CGS), which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. This information is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP numbers have been assigned by an independent company not affiliated with the Corporation or the Underwriter and are included solely for the convenience of the registered owners of the applicable 2018 Bonds. Neither the City nor the Underwriters are responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the applicable 2018 Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the execution and delivery of the 2018 Bonds as a result of various subsequent actions including, but not limited to, a prepayment in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the 2018 Bonds. It is anticipated that a CUSIP identification number ("CUSIP") will be printed on each 2018 Bond, but neither the failure to print this number on any 2018 Bond nor any error with respect to that CUSIP constitutes cause for failure or refusal by the purchaser of that 2018 Bond to accept delivery of and pay for that 2018 Bond according to the terms of the purchaser's proposal. All expenses regarding printing CUSIPs on the 2018 Bonds shall be paid for by the Issuer; provided, however, that the CUSIP Service Bureau charge for the assignment of CUSIPs shall be the responsibility of and shall be paid for by the Underwriters. Further, the Issuer is not responsible for obtaining the CUSIPs.

This Official Statement does not constitute an offering of any security other than the original offering of the 2018 Bonds identified on the cover. No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representations must not be relied on as having been authorized by the City. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall not be any sale of the 2018 Bonds by any person in any jurisdiction in which it is unlawful to make such offer, solicitation or sale. THE INFORMATION AND EXPRESSIONS OF OPINION IN THIS OFFICIAL STATEMENT ARE SUBJECT TO CHANGE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE UNDER SUCH DOCUMENT SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE SYSTEM.

Information in this Official Statement has been obtained by PNC Capital Markets LLC (“PNC”) and Raymond James & Associates, Inc. (“Raymond James”), on behalf of themselves and as representatives of Siebert Cisneros Shank & Co., L.L.C. (“Siebert”), as underwriters (“Underwriters”), from the City and other sources believed to be reliable. The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of their responsibility to investors under the federal securities laws applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

On execution and delivery, the 2018 Bonds will not be registered under the Securities Act of 1933, as amended (“1933 Act”), or any state securities law, and will not be listed on any stock or securities exchange. Neither the Securities and Exchange Commission (“SEC”) nor any other federal, state or governmental entity or agency will have passed on the accuracy or adequacy of this document or approved the 2018 Bonds for sale. Any representation to the contrary is a criminal offense.

Regions Bank, as Registrar and Paying Agent, has not provided, or undertaken to determine the accuracy of, any of the information contained in this Official Statement and makes no representation or warranty, express or implied, as to (i) the accuracy or completeness of such information, (ii) the validity of the 2018 Bonds, or (iii) the tax exempt status of the interest on the 2018 Bonds.

Reference herein to laws, rules, regulations, agreements, reports and other documents, do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made therein. Where full texts have not been included as appendices to the Official Statement, they will be furnished on request.

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements,” within the meaning of the 1933 Act or the Securities Exchange Act of 1934, as amended. Such statements are generally identifiable by the terminology used such as “may,” “will,” “could,” “should,” “expect,” “forecast,” “plan,” “project,” “expect,” “anticipate,” “intend,” “believe,” “estimate,” “budget,” “potential,” “continue,” or the negative of these terms or other similar words. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES, AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE, OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE, OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY THE FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THESE FORWARD-LOOKING STATEMENTS IF OR WHEN CHANGES TO EXPECTATIONS, OR EVENTS, CONDITIONS, OR CIRCUMSTANCES, ON WHICH THE FORWARD-LOOKING STATEMENTS ARE BASED, OCCUR OR FAIL TO OCCUR.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2018 BONDS AT OR ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, AND SUCH STABILIZING MAY BE DISCONTINUED AT ANY TIME.

THE 2018 BONDS WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (“1933

ACT”), AND THE ORDINANCE HAS NOT BEEN REGISTERED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED. THE REGISTRATION OR QUALIFICATION OF THE 2018 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE 2018 BONDS HAVE BEEN REGISTERED OR QUALIFIED, AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THE SECURITIES AND EXCHANGE COMMISSION (“SEC”) NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY WILL HAVE PASSED ON THE ACCURACY OR ADEQUACY OF THE OFFICIAL STATEMENT OR APPROVED THE 2018 BONDS FOR SALE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

CITY OF COLUMBIA, SOUTH CAROLINA

1737 Main Street
Columbia, South Carolina 29201
803-545-3050

**CITY COUNCIL**

Stephen K. Benjamin, Mayor

COUNCIL MEMBERS

Tameika Isaac Devine, Mayor Pro Tem
Moe Baddourah[†]
Sam Davis
Howard E. Duvall, Jr.
Edward H. McDowell, Jr.
Daniel J. Rickemann

CITY MANAGER

Teresa B. Wilson

**ASSISTANT CITY MANAGER
FOR FINANCE AND ECONOMIC SERVICES**

Jeffery M. Palen

CITY ATTORNEY

Teresa A. Knox, Esquire

FINANCIAL ADVISOR

Stifel, Nicloaus and Company, Incorporated
Columbia, South Carolina

[†]Suspended from service on City Council by executive order of Governor Henry McMaster

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OFFICIAL STATEMENT

\$50,000,000*

CITY OF COLUMBIA, SOUTH CAROLINA WATERWORKS AND SEWER SYSTEM REVENUE BONDS SERIES 2018

INTRODUCTION

This Official Statement of the City of Columbia, South Carolina (“City”), which includes the cover page hereof and the appendices hereto, provides information relating to the City, its Waterworks and Sewer System Revenue Bonds, Series 2018 (“2018 Bonds”). The information furnished herein includes a brief description of the 2018 Bonds, and the security therefor, the City, and its indebtedness, tax information, economic data, financial information and other matters. Also included are certain information and data pertaining to Richland County, South Carolina (“County”), Lexington County, South Carolina (“Lexington County”), and the State of South Carolina (“State”).

The 2018 Bonds, the 2016A Bonds, the 2016B Bonds, the 2013 Bonds, the 2012 Bonds, the 2011B Bonds, the 2011A Bonds, the 2010 Bonds, the 2009 Bonds and any Additional Bonds (as such terms are hereinafter defined) are referred to herein as the “Bonds.” Included in this Official Statement is a brief description of the Waterworks and Sewer System of the City (“System”) and the ordinances pursuant to which the 2018 Bonds are authorized and issued by the City. The summaries and references to all documents, statutes, reports and other instruments referred to herein do not purport to be complete, comprehensive or definitive, and each such reference or summary is qualified in its entirety by reference to each such document, statute, report or other instrument. Capitalized terms used herein without specific definition are used as defined in “APPENDIX C – Summary of Certain Provisions of the Ordinance.”

Authorization

The 2018 Bonds are being issued under the Constitution and laws of the State of South Carolina (“State”), including Title 6, Chapter 17, and Title 11, Chapter 21 (as applicable), Code of Laws of South Carolina 1976, as amended, and the General Bond Ordinance No. 93-43, enacted by the City Council, the governing body of the City (“City Council”), on May 21, 1993 (“General Ordinance”), as so amended and supplemented, including as amended and supplemented particularly by the Twelfth Supplemental Ordinance No. 2018-012, enacted by the City Council on May [], 2018 (“Supplemental Ordinance,” and together with the General Ordinance, as so amended and supplemented, “Ordinance”).

Purpose

The 2018 Bonds are being issued for the purposes of (i) funding certain improvements, extensions and enlargements to the System; and (ii) paying the costs incurred in connection with the issuance of the 2018 Bonds. See “SOURCES AND USES OF FUNDS” and “PLAN OF FINANCE/REFUNDING: 2018 BONDS.”

THE 2018 BONDS

General

The 2018 Bonds will be dated their date of delivery, will mature on February 1 in the years and in the principal amounts set forth on the inside cover page hereto, and will bear interest at the rates per annum (calculated on the basis of a 360-day year comprised of twelve 30-day months) set forth on the inside cover page hereto, payable on February 1, 2017, and semiannually thereafter on August 1 and February 1 of each year. The 2018 Bonds are

issuable initially in book-entry-only form, in denominations of \$5,000 or any integral multiple thereof. So long as the 2018 Bonds are in book-entry-only form and are registered in the name of Cede & Co., as the nominee of The Depository Trust Company, New York, New York (“DTC”), payments on the 2018 Bonds will be made as set forth under “Book-Entry-Only System” below. Should the 2018 Bonds no longer be held in book-entry-only form, principal of the 2018 Bonds, whether due on maturity or redemption, will be payable on the respective maturity dates or redemption dates on presentation and surrender thereof at the corporate trust office of Regions Bank, as registrar and paying agent (“Registrar/Paying Agent”), and interest on the 2018 Bonds will be payable by check or draft of the Registrar/Paying Agent mailed to the person in whose name each 2018 Bond is registered as of the close of business on the fifteenth day of each month immediately preceding such payment. Interest payments to a person who is a holder of \$1,000,000 or more in aggregate principal amount of the 2018 Bonds not held in book-entry-only form may be made by wire transfer to an account within the continental United States on timely receipt of a written request of such holder.

The 2018 Bonds are subject to optional and mandatory redemption prior to their maturity.

Optional Redemption

The 2018 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 2018 Bonds being redeemed together with accrued interest to the date fixed for redemption.

Mandatory Redemption

The 2018 Bonds maturing on February 1, 20[], and 20[] (“2018 Term Bonds”), shall be subject to mandatory sinking fund redemption commencing February 1, 20[], and 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:

[TBU]

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 2018 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 2018 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 2018 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 2018 Term Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

General Redemption Provisions; Notice

In the event the 2018 Bonds or any portion thereof shall be called for redemption, notice of the redemption, describing (among other things) the 2018 Bonds to be redeemed, specifying the redemption date and the redemption price payable on such redemption, shall be mailed by first-class mail, postage prepaid, to the registered owner thereof as shown on the Books of Registry not less than 30 days and not more than 60 days prior to the redemption date. So long as the 2018 Bonds are in book-entry-only form and are registered in the name of Cede & Co., as the nominee of DTC, notices of redemption with respect to the 2018 Bonds will be given to Cede & Co., and will be distributed by Cede & Co. as set forth under “Book-Entry-Only System” below.

If less than all of the 2018 Bonds of any series and maturity are called for redemption, the 2018 Bonds of such series and maturity to be redeemed shall be selected by lot within such maturity, subject to the rules of procedure of DTC while the 2018 Bonds are held in book-entry-only form.

If a 2018 Bond is subject by its terms to redemption prior to its stated maturity and has been duly called for redemption and notice of the redemption thereof has been duly given as in the Ordinance provided and if moneys for the payment of such 2018 Bond at the then applicable redemption price and the interest to accrue to the redemption date on such 2018 Bond are held for the purpose of such payment by the Registrar/Paying Agent, then such 2018 Bond so called for redemption shall, on the redemption date designated in such notice, become due and payable, and interest on the 2018 Bond, as appropriate, so called for redemption shall cease to accrue. The City is entitled to provide for, and give notice of, the redemption of a 2018 Bond based on certain conditions being met at or prior to redemption, including, but not limited to, the availability of amounts for such purposes.

Book-Entry System

THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORDKEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE 2018 BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE 2018 BONDS TO DIRECT AND INDIRECT PARTICIPANTS (AS DEFINED BELOW) OR BENEFICIAL OWNERS (AS DEFINED BELOW) OF THE 2018 BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE 2018 BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT AND INDIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE 2018 BONDS IS BASED SOLELY ON INFORMATION FURNISHED BY DTC TO THE CITY FOR INCLUSION IN THIS OFFICIAL STATEMENT. ACCORDINGLY, THE CITY NEITHER MAKES NOR CAN MAKE ANY REPRESENTATIONS CONCERNING THESE MATTERS.

Beneficial ownership interests in the 2018 Bonds will be available only in book-entry form. Each beneficial owner of the 2018 Bonds ("Beneficial Owner") will not receive a physical bond certificate representing their interests in the 2018 Bonds purchased. So long as Cede & Co. ("Nominee"), as nominee for The Depository Trust Company, New York, New York ("DTC") or its nominee is the registered owner of the 2018 Bonds, references in this Official Statement to the owners of the 2018 Bonds shall mean DTC or its nominee and shall not mean the Beneficial Owners. Unless and until the book-entry-only system has been discontinued, the 2018 Bonds will be available only in book-entry-only form in principal amounts of \$5,000 or any integral multiple thereof.

DTC will initially act as securities depository for the 2018 Bonds. The 2018 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond will be issued for each maturity of the 2018 Bonds, as set forth on the front cover page hereof, and will be deposited with DTC. So long as Cede & Co. is the registered owner of the 2018 Bonds, as nominee for DTC, references herein to the Bondholders or registered owners of the 2018 Bonds, as applicable (other than under the caption "TAX EXEMPTION AND OTHER TAX MATTERS" herein), means Cede & Co., as aforesaid, and does not mean the Beneficial Owners of such 2018 Bonds.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of the 2018 Bonds. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the 2018 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2018 Bonds on DTC's records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests with respect to the 2018 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive bonds representing their ownership interests in the 2018 Bonds, except in the event that use of the book-entry system for the 2018 Bonds is discontinued.

To facilitate subsequent transfers, the 2018 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the 2018 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2018 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts the 2018 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the 2018 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2018 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Ordinance. For example, Beneficial Owners of the 2018 Bonds may wish to ascertain that the nominee holding the 2018 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar/Paying Agent and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2018 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2018 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2018 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Because DTC is treated as the Owner of the 2018 Bonds for substantially all purposes, Beneficial Owners may have a restricted ability to influence in a timely fashion remedial action or the giving or withholding of requested consents or other directions. In addition, because the identity of the Beneficial Owners is unknown to the Issuer, to DTC or to the Registrar/Paying Agent, it may be difficult to transmit information of potential interest to Beneficial Owners in an effective and timely manner. Beneficial Owners should make appropriate arrangements with their broker or dealer regarding distribution of information regarding the 2018 Bonds that may be transmitted by or through DTC.

Principal, redemption premium, if any, and interest payments on the 2018 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts on DTC's receipt of funds and corresponding detail information from the City or the Registrar/Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Registrar/Paying Agent, or the City, subject to any statutory

or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Registrar/Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2018 Bonds at any time by giving reasonable notice to the City or Registrar/Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, 2018 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, 2018 Bond certificates will be printed and delivered to DTC.

THE INFORMATION HEREIN CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE CITY AND THE UNDERWRITERS BELIEVE TO BE RELIABLE, BUT NEITHER THE CITY NOR THE UNDERWRITERS TAKE RESPONSIBILITY FOR THE ACCURACY THEREOF. THE BENEFICIAL OWNERS SHOULD CONFIRM THE FOREGOING INFORMATION WITH DTC OR THE DIRECT OR INDIRECT PARTICIPANTS.

Each person for whom a Participant acquires an interest in the 2018 Bonds, as nominee, may desire to make arrangements with such Participant to receive a credit balance in the records of such Participant, and may desire to make arrangements with such Participant to have all notices of redemption or other communications to DTC, which may affect such persons, to be forwarded in writing by such Participant and to have notification made of all interest payments.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the Registrar/Paying Agent to DTC only.

For every transfer and exchange of 2018 Bonds, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

NONE OF THE CITY, THE UNDERWRITERS OR THE REGISTRAR/PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, TO INDIRECT PARTICIPANTS, OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (I) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT, OR ANY INDIRECT PARTICIPANT; (II) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE 2018 BONDS UNDER THE ORDINANCE; (III) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE 2018 BONDS; (IV) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR REDEMPTION PREMIUM, IF ANY, OR INTEREST DUE WITH RESPECT TO THE 2018 BONDS; (V) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF THE 2018 BONDS; OR (VI) ANY OTHER MATTER.

The Supplemental Ordinance provides that if (a) DTC determines not to continue to act as securities depository for the 2018 Bonds and gives reasonable notice to the Registrar/Paying Agent or the City or (b) the City has advised DTC of the City's determination that DTC is incapable of discharging its duties, then the City will attempt to retain another qualified securities depository to replace DTC. On receipt by the City or the Registrar/Paying Agent of the 2018 Bonds, together with an assignment duly executed by DTC, the City will execute and deliver to the successor depository, the 2018 Bonds of the same principal amount, interest rate, and maturity. If the City is unable to retain a qualified successor to DTC, or the City has determined that it is in its best interest not to continue the book-entry-only system of transfer or that interests of the Beneficial Owners of the 2018 Bonds might be adversely affected if the book-entry-only system of transfer is continued (the City has undertaken 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 2018 Bonds by mailing an appropriate notice to DTC, on receipt by the City of the 2018 Bonds together with an assignment duly executed by DTC, the City will execute, authenticate and deliver to the Direct Participants the 2018 Bonds in fully-registered form, in authorized denominations; provided, however, that the discontinuation of the book-entry-only system of registration and transfer or the replacement of DTC or any successor depository is subject to the applicable rules of DTC or such successor depository on file or otherwise approved by the SEC.

Registration, Transfers and Exchanges

2018 Bonds Held in Book-Entry-Only Form

So long as the 2018 Bonds are in book-entry-only form and are registered in the name of Cede & Co., as the nominee of DTC, the 2018 Bonds may be registered, transferred and exchanged as set forth under “Book-Entry-Only System” herein.

2018 Bonds Not Held in Book-Entry-Only Form

Each 2018 Bond not held in book-entry-only form shall be transferable only on the books of registry (“Books of Registry”) of the City, which shall be kept for such purpose at the corporate trust office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney on surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. On the transfer of any such 2018 Bond, the Registrar/Paying Agent shall cause to be issued in the name of the transferee a new fully-registered 2018 Bond, of the same aggregate principal amount, interest rate, series and maturity as the surrendered 2018 Bond. Any registered owner requesting a transfer shall pay any tax or other governmental charge required to be paid with respect thereto. Any 2018 Bond surrendered in exchange for a new registered 2018 Bond, respectively, shall be cancelled by the Registrar/Paying Agent.

The City and the Registrar/Paying Agent may deem and treat the person in whose name any 2018 Bond not held in book-entry-only form shall be registered as the absolute owner of such 2018 Bond for all purposes including the payment of or on account of the principal, premium, if any, or interest thereon and any such payment made to a registered owner shall be effectual to satisfy and discharge the liability on such 2018 Bond with respect thereto.

In the event any 2018 Bond not held in book-entry-only form becomes mutilated in whole or in part, or is lost, stolen or destroyed, or becomes so defaced as to impair the value thereof to the holder thereof, the City shall execute and the Registrar/Paying Agent shall authenticate and deliver a new 2018 Bond, respectively, of the same interest rate and denomination and like tenor and effect in exchange or in substitution for such mutilated, lost, stolen or destroyed 2018 Bond; provided that, in the case of any mutilated 2018 Bond, such 2018 Bond shall be surrendered to the Registrar/Paying Agent, and in the case of any lost, stolen or destroyed 2018 Bond there shall be furnished to the City and the Registrar/Paying Agent evidence of such loss, theft or destruction satisfactory to the City and the Registrar/Paying Agent together with such indemnity as they shall require. In the event any such mutilated, lost, stolen or destroyed 2018 Bond shall have matured, instead of issuing a duplicate 2018 Bond, the City may pay the same. The City and the Registrar/Paying Agent may charge the holder or owner of such mutilated, lost, stolen or destroyed 2018 Bond with their reasonable fees and expenses in connection therewith.

SECURITY FOR THE 2018 BONDS

Pledged Revenues

The 2018 Bonds are payable solely from and are secured equally and ratably with the 2016 Bonds, the 2013 Bonds, the 2012 Bonds, the 2011B Bonds, the 2011A Bonds, the 2010 Bonds, the 2009 Bonds, and all bonds hereafter issued on a parity therewith (with respect to the pledge of and lien on the Net Revenues) under the Ordinance (“Additional Bonds”) by a pledge of and lien on Net Revenues (defined herein) of the System.

The term “Net Revenues” means the Revenues of the System after deducting Expenses of Operating and Maintaining the System (defined herein). The term “Revenues” means all fees, tolls, rates, rentals and all other

charges to be levied and collected in connection with and all other income and receipts of whatever kind or character derived by the City from the operation of the System or arising from the System, excluding the receipts, income, revenues, fees and other charges derived from the operation of Special Facilities (as defined in Appendix C). The term “Expenses of Operating and Maintaining the System” means the costs and expenses of operating and maintaining the System in good repair and working order including wages, salaries, costs of materials and supplies, costs of routine repairs, renewals, replacements or alterations occurring in the normal course of business, the reasonable fees and charges of any paying agents and registrars of any Bonds issued pursuant to the Ordinance or any supplemental ordinance, the costs of any audit required by the Ordinance and the premium for all insurance required with respect to the System. Such term does not include any allowance for depreciation or renewals or replacements of capital assets of the System and amounts deemed to be payments in lieu of taxes or other equity transfers. Pursuant to the Supplemental Ordinance, the City has made certain amendments to the General Bond Ordinance, including modifications to exclude certain non-cash expenses as contemplated under GASB Statement No. 68 relating to Accounting and Financial Reporting for Pensions (An Amendment to GASB Statement No. 27) from the definition of “Expenses of Operating and Maintaining the System,” which, along with the effective date of these amendments, are further described in Appendix C hereto, under the heading “SUMMARY OF ORDINANCE – Amendments to Ordinance Pursuant to Tenth Supplemental Ordinance and Eleventh Supplemental Ordinance.” The effect of these modifications would be that the calculation of Net Revenues for purposes of the Bond Ordinance would be higher than is currently calculated.

The term “2009 Bonds” used herein means the outstanding principal amount of \$81,860,000 of the City’s \$81,860,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2009. The term “2010 Bonds” used herein, after the refunding contemplated by the transactions described in this Official Statement, means the outstanding principal amount of \$12,685,000 of the City’s \$105,000,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2010. The term “2011A Bonds” used herein, after the refunding contemplated by the transactions described in this Official Statement, means the outstanding principal amount of \$36,525,000 of the City’s \$100,000,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2011A. The term “2011B Bonds” used herein means the outstanding principal amount of \$12,740,000 of the City’s \$27,265,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2011B. The term “2012 Bonds” used herein means the outstanding principal amount of \$58,055,000 of the City’s \$58,055,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2012. The term “2013 Bonds” used herein means the outstanding principal amount of \$70,705,000 of the City’s \$73,305,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2013. The term “2016A Bonds” used herein means the outstanding principal amount of \$61,060,000 of the City’s \$63,325,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2016A. The term “2016B Bonds” used herein means the outstanding principal amount of \$144,815,000 of the City’s \$146,710,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2016B.

Limited Obligations

THE 2018 BONDS DO NOT CONSTITUTE 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. THE 2018 BONDS SHALL NOT CONSTITUTE DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, ON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE NET REVENUES OF THE SYSTEM PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE 2018 BONDS 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 THE 2018 BONDS.

Rate Covenant

The City has covenanted in the Ordinance to operate the System in an efficient and economical manner and establish, levy, maintain, revise and collect such fees, rates and other charges for the use of the services and facilities

furnished by the System as may be necessary or proper, which fees, rates and other charges, together with other Revenues and other available moneys, will at all times be sufficient after making due and reasonable allowance for contingencies and for a margin of error in estimates, to provide in each July 1 through June 30 fiscal year of the City, an amount equal to:

- (a) 100 percent of the amounts required to pay Expenses of Operating and Maintaining the System for the then current fiscal year;
- (b) 110 percent of the amounts required to be deposited into each Debt Service Fund (as defined in Appendix C), for the Bonds for the then current fiscal year;
- (c) 100 percent of the amounts required to be deposited to each Debt Service Reserve Fund (as herein defined), if any, for the Bonds for the then current fiscal year;
- (d) 100 percent of the amounts required to provide for payment of any Junior Bonds (as herein defined) in the then current fiscal year; and
- (e) any amounts necessary to comply in all respects with the terms of the Ordinance.

Disposition of Revenues and Funds Established by the Ordinance

The following are the additional funds and accounts created and established by the Ordinance:

- (a) Debt Service Fund to be held by the City, including an Interest Account and Principal Account (as such terms are defined in Appendix C); and
- (b) Debt Service Reserve Fund, if any, to be held by the City.

The Revenues of the System shall be applied at the times, in the amounts and for the purposes as provided or permitted by the Ordinance, and in the following order of priority:

First, for the payment of Expenses of Operating and Maintaining the System;

Second, into the respective Debt Service Funds, the amounts required by the Ordinance or any supplemental ordinance; and

Third, into the respective Debt Service Reserve Funds, if any, the amounts required by the Ordinance or any supplemental ordinance.

If, after applying Revenues of the System as set forth above, there are Revenues remaining, such Revenues shall then be used, first, for the payment of Junior Bonds or to meet any other obligations of the City which are or which shall become charges, liens or encumbrances on the Revenues of the System; second, to provide adequate funds for improvements to the System and to build up proper reserves for depreciation and against contingencies; and third, as the City Council shall from time to time determine to be in the best interest of the City.

Debt Service Reserve Funds

The Ordinance provides that the City, pursuant to an ordinance authorizing the issuance of a series of Bonds, may provide for the establishment of a debt service reserve fund (each, a "Debt Service Reserve Fund") to be used solely for the purpose of preventing a default in the payment of principal of or interest or premium, if any, on the Bonds of such series.

Whenever the aggregate value of cash and securities in a Debt Service Reserve Fund shall be less than the reserve fund requirement, if any, established with respect to such fund pursuant to a supplemental ordinance authorizing a series of Bonds ("Reserve Fund Requirement"), there shall be deposited in such Debt Service Reserve Fund that amount which, together with equal, successive, monthly deposits in the same amount, will restore the value of the cash and securities in such Debt Service Reserve Fund to the applicable Reserve Fund Requirement during the

succeeding 12 months. See “APPENDIX C – Summary of Certain Provisions of the Ordinance” under the heading “SUMMARY OF ORDINANCE – Funds Created Under General Bond Ordinance – *Debt Service Reserve Funds*.”

THERE WILL BE NO DEBT SERVICE RESERVE FUND ESTABLISHED FOR OR FUNDED WITH THE PROCEEDS OF THE 2018 BONDS.

Additional and Refunding Bonds

The City may issue Additional Bonds on a parity (with respect to the pledge of and lien on Net Revenues) with the 2018 Bonds subject to certain conditions set forth in the Ordinance, including, in the case of Additional Bonds issued other than for the purpose of refunding outstanding Bonds, the requirement that there shall be delivered a report, which report is not required to be based on the latest audit of the City, from a firm of independent certified public accountants selected by the City (“Accountant”), stating that the amount of the Net Revenues of the System for any consecutive 12-month period out of the last 24-month period (“Test Period”) is not less than 130 percent of the sum of the highest combined interest and principal requirements in any fiscal year (“Maximum Debt Service”) on the Bonds to be outstanding after the issuance of such Additional Bonds for any succeeding fiscal year, provided the amount of Net Revenues for such 12-month period may be adjusted by adding the following:

- (a) in case the rates and charges for the services furnished by the System shall have been revised and such revised rates and charges shall have gone into effect prior to the delivery of the Additional Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the Test Period if such rates and charges had been in effect during such Test Period as determined by a Consulting Engineer (as defined in Appendix C) or an Accountant; and
- (b) in case an existing sewer system, existing water system or any other public utility system is to be acquired and combined or made a part of the System from the proceeds of the Additional Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the Test Period if such existing system or systems to be acquired had been a part of the System during such Test Period (which computation of the additional amount of Net Revenues shall be based on the method of computing Net Revenues under the Ordinance and approved by a Consulting Engineer or an Accountant).

The provisions of the General Bond Ordinance described above have been amended as described in Appendix C hereto under the heading “SUMMARY OF ORDINANCE - Amendments to Ordinance Pursuant to Tenth Supplemental Ordinance and Eleventh Supplemental Ordinance.”

Without complying with the foregoing debt service coverage provisions, Additional Bonds may be issued for the purpose of refunding (including by purchase) bonds provided that the Debt Service on all Bonds to be outstanding after the issuance of the proposed series of refunding bonds shall not be greater than would have been the Debt Service on all Bonds not then refunded and the Bonds to be refunded. See “APPENDIX C – Summary of Certain Provisions of the Ordinance” under the heading “SUMMARY OF ORDINANCE – Additional Bonds – *Parity Obligations*.” The term “Debt Service” means, with respect to each series of Bonds and any particular fiscal year, the aggregate of the amounts to be paid or set aside (or estimated to be required to be paid or set aside) in the applicable Debt Service Fund in such fiscal year for the payment of the principal of, redemption premium, if any, and interest (to the extent not capitalized) on such series of Bonds.

Junior Bonds and Special Facilities Bonds

The City may issue bonds secured by a pledge of Net Revenues junior and subordinate in all respects to the pledge securing the 2018 Bonds or any other obligation or form of indebtedness, including lease purchase obligations secured by a pledge of Net Revenues, after provision has been made for all payments required to be made with respect to the 2018 Bonds (“Junior Bonds”), in such amount as it may from time to time determine. The pledge of Net Revenues shall at all times be and remain subordinate and inferior in all respects to the pledge of Net Revenues securing the 2018 Bonds. Junior Bonds may be issued to secure funds to defray the cost of improving, extending, enlarging or repairing the System, including the acquisition of a system to be combined into the System, or to refund the 2018 Bonds or any other Bonds, Junior Bonds, or any notes, bonds, or other obligations issued to finance or to aid in financing the acquisition, construction or improvement of the System. See “APPENDIX C –

Summary of Certain Provisions of the Ordinance” under the heading “SUMMARY OF ORDINANCE – Additional Bonds – *Junior Bonds*.”

The City may also enter contracts, leases or other agreements pursuant to which it will agree to construct, operate and pay the costs of Special Facilities which may or may not be discrete and separate units of the System. These Special Facilities may be financed through the issuance of Special Facilities Bonds, subject to certain conditions with respect to the ability of the Special Facilities to generate sufficient revenues to pay for such Special Facilities Bonds. See “APPENDIX C – Summary of Certain Provisions of the Ordinance” under the heading “SUMMARY OF ORDINANCE – Additional Bonds – *Special Facilities Bonds*.”

SOURCES AND USES OF FUNDS

The proceeds of the sale of the 2018 Bonds are expected to be used substantially as follows:

Estimated Sources of Funds

Principal Amount of 2018 Bonds	\$
[Plus][Less] [Net] Aggregate Original Issue [Premium][Discount]	
TOTAL SOURCES OF FUNDS	\$

Estimated Uses of Funds

2018 Projects	\$
Cost of Issuance ⁽¹⁾	
TOTAL USES OF FUNDS	\$

⁽¹⁾Includes Underwriters’ Discount and certain legal, accounting and other financing expenses incurred by the City, and rounding amount of (\$[]).

PLAN OF FINANCE: 2018 BONDS

The proceeds of the 2018 Bonds will be deposited into the Construction Fund of 2018 established pursuant to the Supplemental Ordinance. Moneys on deposit in the Construction Fund of 2018 will be used, as needed, to finance the costs of the 2018 Projects, including without limitation payment of engineering, legal and all other expenses incidental to the 2018 Projects and issuance costs of the 2018 Bonds.

The 2018 Projects involve ongoing capital improvements to the System. These capital improvements include improvements, extensions and enlargements to the System, including any one or more of the following: (a) Waterworks System (defined herein) rehabilitation and installation of water lines and fire protection upgrades, (b) Waterworks System-wide expansions, (c) water treatment plant upgrades, (d) Sanitary Sewer System (defined herein) rehabilitation and installation of sewer lines and manholes, (e) Sanitary Sewer System capacity upgrades, Sanitary Sewer System-Wide expansions, (f) upgrades to the Metropolitan Wastewater Treatment Plant (“Metro WWTP”), and (g) any other matters with respect to the above improvements and such other improvements as the City may deem necessary or incidental to the System. Construction is expected to begin in 2018, and scheduled to be substantially completed by or before [2020].

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FINANCIAL FACTORS

Five-Year Summary

The following table sets forth a summary of the operating revenues, operating expenses, non-operating revenues and non-operating expenses and changes in net position of the System for the fiscal years ended June 30, 2013, through June 30, 2017. This summary should be read in conjunction with (a) the audited financial statements of the City for the applicable fiscal years, and (b) the information set forth under "Management's Discussion and Analysis" herein. Included as Appendix A to this Official Statement is a portion of the Comprehensive Annual Financial Report of the City for Fiscal Year ended June 30, 2015. Copies of the City's Comprehensive Annual Financial Reports for prior fiscal years are available on the City's website at <http://www.columbiasc.net/financial-reporting/cafrs>, which is not intended to be an active hyperlink and is not incorporated by reference herein. The City's independent public accountant did not review this Official Statement, nor did it perform any procedures related to any of the information contained in this Official Statement.

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Operating Revenues					
Charge for Services	\$121,055,839	\$116,146,448	\$117,776,372	\$130,888,121	\$136,932,319
Other Operating Revenue	<u>529,736</u>	<u>352,272</u>	<u>402,151</u>	<u>844,119</u>	<u>13,961</u>
Total Operating Revenues	\$121,585,575	\$116,498,720	\$118,178,523	\$131,732,240	\$136,946,280
Operating Expenses					
Personnel Services	\$30,529,411	\$30,183,595	\$31,562,122	\$33,933,804	\$35,687,995
Materials and Supplies	9,495,316	8,759,851	9,864,982	10,001,315	11,022,382
Other Services and Charges	26,031,570	19,739,467	18,761,782	29,411,132	29,614,236
Heat, Light and Power	6,497,033	7,127,184	6,916,836	7,096,222	7,082,144
Depreciation	22,438,145	23,665,647	30,928,260	35,411,576	37,303,595
Claims and Premiums	0	0	0	50,000	0
Bad Debt Expense ^(a)	1,847,105	379,600	0	0	0
Total Operating Expenses	\$96,838,580	\$89,855,344	\$98,033,982	\$115,904,049	\$120,710,352
Operating Income	\$24,746,995	\$26,643,376	\$20,144,541	\$15,828,191	\$16,235,928
Non-Operating Revenues/ (Expenses)					
Investment Income (Loss)	\$149,875	\$972,514	\$1,059,323	\$2,223,742	\$1,054,117
Other Non-Operating Revenue	142,636	149,203	160,906	167,281	251,881
Federal Grant Revenue				6,227,736	5,880,676
Gain (Loss) from Sale of	10,975,883	303,828	(1,501,276)	376,629	8,165
Interest Expense ^(b)	(8,477,676)	(8,933,009)	(9,828,911)	(13,374,365)	(9,691,698)
Bond Related Costs	0	0	(22,175)	(251,224)	(2,280,758)
Amortization of Deferred Charges	(775,794)	(563,534)	(563,534)	(563,534)	(1,054,933)
Total Non-Operating Revenues/(Expenses)	2,014,924	(8,070,998)	(10,695,667)	(5,193,735)	(5,832,550)
Income (Loss) Before Contributions and Transfers	\$26,761,919	\$18,572,378	\$9,448,874	\$10,634,456	\$10,403,378
Capital Contributions and Transfers					
Transfers In	\$917,403	\$1,550	\$1,295	\$1,450	-
Transfers Out	(8,568,355)	(8,059,797)	(8,831,372)	(8,668,163)	(6,069,520)
Capital Grants	-	-	-	-	250,000

Development Contributions	5,831,240	5,431,910	3,872,664	16,054,517	9,909,405
Total Capital Contributions and Transfers	(1,819,712)	(2,626,337)	(4,957,413)	7,387,804	4,089,885
Change in Net Position	\$24,942,207	\$15,946,041	\$4,491,461	\$18,022,260	\$14,493,263

Source: The City of Columbia Finance Department

Note: Totals may not sum due to rounding.

^(a)The Bad Debt Expense for the Fiscal Year ended June 30, 2015, reflects modified accounting procedures adopted by the City, in which the Bad Debt Expense is offset directly against Charge for Services.

^(b)The Interest Expense for the Fiscal Years ended June 30, 2013, 2014, and 2015, reflect modified accounting procedures adopted by the City.

Management's Discussion and Analysis [TBU]

See "Historical Debt Service Coverage of the System" (footnote) for the impacts of the financial reclassification and the Rain Event on the calculation of the System's debt service coverage.

Historical Debt Service Coverage of the System

The following table sets forth the Revenues, Expenses of Operating and Maintaining the System, Net Revenues (as these terms are defined in the Ordinance), debt service requirements and debt service coverage of the System for the Fiscal Years ended June 30, 2013, through 2017.

Fiscal Year	Revenues	Expenses of Operating and Maintaining the System ⁴	Net Revenues ⁴	Debt Service Requirements	Debt Service Coverage
2013 ¹	121,878,086	61,933,361	59,944,725	23,952,915	2.50
2014	117,924,265	62,288,001	55,636,264	26,744,941	2.08
2015 ²	117,897,476	66,453,334	51,444,142	28,999,875	1.77
2016 ^{2,3}	141,951,020	80,492,468	61,458,552	28,883,461	2.13
2017	[]				

¹Excludes \$10,975,883 of Gain/(Loss) from Sale of Assets arising in part from the City's sale of a portion of its Sanitary Sewer System in March 2013.

²As described above under "SECURITY FOR THE 2018 BONDS-Pledged Revenues," the City has made certain amendments to the General Bond Ordinance, which are not yet effective. If such amendments were effective for Fiscal Year 2015, Fiscal Year 2016, and Fiscal year 2017, however, the amounts shown as Expenses of Operating and Maintaining the System (as defined in Appendix C) would be reduced by \$296,327, \$229,915, and \$[], respectively.

³Excludes \$8,773,862 of other Non-Operating Revenue arising in part from a one-time, non-recurring contribution from the City of West Columbia, South Carolina, for its portion of improvements to the Sanitary Sewer System. Includes \$3,521,973 representing the balance of forthcoming, one-time FEMA reimbursement related to the Rain Event as discussed under "Management's Discussion and Analysis" above, as if such amount had been received during Fiscal Year 2016.

⁴As described above under "Management's Discussion and Analysis," the City began reclassifying certain amounts expended for deferred maintenance projects for financial reporting purposes starting in Fiscal Year 2010, which had the effect of increasing Total Operating Expenses. Consistent with the Ordinance, however, such expended amounts are treated as additions to capital assets for the System and are not considered to be Expenses of Operating and Maintaining the System when calculating Net Revenues (as defined in Appendix C) for purposes of the Ordinance. For Fiscal Years 2013, 2014, and 2015, 2016, and 2017, the following amounts have been excluded from Expenses

of Operating and Maintaining the System in the above table: \$12,467,074, \$3,901,696, and \$652,388, respectively. Nothing was excluded from Expenses of Operating and Maintaining the System for Fiscal Year 2016 or Fiscal Year 2017.

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Projected Debt Service Requirements of the System

The following table sets forth the aggregate debt service requirements, beginning with the Fiscal Year ending June 30, 2018 ("Fiscal Year 2018"), for the 2009 Bonds, the 2010 Bonds, the 2011A Bonds, the 2011B Bonds, the 2012 Bonds, the 2013 Bonds, the 2016A Bonds, the 2016B Bonds, and the 2018 Bonds.

Fiscal Year	Existing Debt Service [†]	2018 Bonds			Aggregate Debt Service
		Principal	Interest	Total	
2018					
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					
2047					

Note: Totals may not sum due to rounding.

[†]Debt service for the 2009 Bonds has been calculated assuming a fixed interest rate of 4.354% per annum, which is the rate payable by the City under the Series 2009 Swap, plus all annual unaudited costs associated with the replacement credit facility scheduled to expire in September 2020.

Projected Debt Service Coverage of the System

Debt service coverage as projected and prepared by the City for the Fiscal Years ended June 30, 2017, through 2021, is as set forth below.

Fiscal Year	Net Revenues [†]	Existing	2018 Bonds'	Total	Coverage
		Debt Service Requirements [€]		Debt Service Requirements	

2018	\$63,998,022	\$21,737,349	\$10,348,750	\$32,086,099	1.99x
2019	63,998,022	21,732,999	10,352,750	32,085,749	1.99x
2020	63,998,022	21,736,025	10,349,350	32,085,375	1.99x
2021	63,998,022	21,740,384	10,343,750	32,084,134	1.99x
2022					

[†] Net Revenues have been calculated utilizing unaudited financial information of the System for the Fiscal Year ended June 30, 2017 (excluding (a) \$8,773,862 of Other Non-Operating Revenue arising in part from a one-time, non-recurring contribution from the City of West Columbia, South Carolina, for its portion of improvements to the Sanitary Sewer System and (b) the impact of the Rain Event on Other Operating Revenue and Other Services and Charges), with no additional change in revenues or expenses assumed going forward.

[€] Includes debt service for the 2009 Bonds, the 2010 Bonds, the 2011A Bonds, the 2011B Bonds, the 2012 Bonds, the 2013 Bonds, and the 2016 Bonds.

The figures set forth in the table above are projections. The actual results of operations of the System will be dependent on the amounts by which revenues and expenses increase or decrease. Revenues will be dependent on the actual number of System customers, levels of customer usage, the rates charged by the City and other factors. Expenses will be dependent on the actual levels of customer usage, the number of customers, rates, the cost of treating water and wastewater, future maintenance requirements, financing needs, health care, retirement and post-employment requirements, and other factors. Further, debt service takes into account solely the bonds described above, and does not take into account future indebtedness or future water and sewer rate increases that may be approved by City Council. No assurance can be given that the projections set forth above will be realized.

Debt Structure

2009 Bonds

Pursuant to the General Ordinance, the Fifth Supplemental Ordinance enacted by the City Council on September 19, 2007 ("Fifth Supplemental Ordinance"), and the Seventh Supplemental Ordinance enacted by the City Council on August 19, 2009, the City issued the 2009 Bonds in the original principal amount of \$81,860,000 to defray the costs of improvements to the System. The 2009 Bonds are presently outstanding in the principal amount of \$81,860,000.

2010 Bonds

Pursuant to the General Ordinance, the Fifth Supplemental Ordinance, and the Sixth Supplemental Ordinance enacted by the City Council on August 19, 2009, the City issued the 2010 Bonds in the original principal amount of \$105,000,000 to defray the costs of improvements to the System. The 2010 Bonds are presently outstanding in the principal amount of \$12,685,000.

2011A Bonds

Pursuant to the General Ordinance and the Eighth Supplemental Ordinance enacted by the City Council on September 20, 2011 ("Eighth Supplemental Ordinance"), the City issued the 2011A Bonds in the original principal amount of \$100,000,000 to defray the costs of improvements to the System. The 2011A Bonds are presently outstanding in the principal amount of \$36,525,000.

2011B Bonds

Pursuant to the General Ordinance and the Eighth Supplemental Ordinance, the City issued the 2011B Bonds in the original principal amount of \$27,265,000 to currently refund a prior bond issue. The 2011B Bonds are presently outstanding in the principal amount of \$12,740,000.

2012 Bonds

Pursuant to the General Ordinance and the Ninth Supplemental Ordinance enacted by the City Council on February 21, 2012, the City issued the 2012 Bonds in the original principal amount of \$58,055,000 to advance refund a prior bond issue. The 2012 Bonds are presently outstanding in the principal amount of \$58,055,000.

2013 Bonds

Pursuant to the General Ordinance and the Tenth Supplemental Ordinance enacted by the City Council on September 13, 2013, the City issued the 2013 Bonds in the original principal amount \$75,305,000 to defray the costs of improvements to the System. The 2013 Bonds are presently outstanding in the principal amount of \$70,705,000.

2016A Bonds

Pursuant to the General Ordinance and the Eleventh Supplemental Ordinance enacted by the City Council on September 6, 2016, the City issued the 2016A Bonds in the original principal amount \$61,060,000 to defray the costs of improvements to the System. The 2013 Bonds are presently outstanding in the principal amount of \$63,325,000.

2016B Bonds

Pursuant to the General Ordinance and the Eleventh Supplemental Ordinance enacted by the City Council on September 6, 2016, the City issued the 2016A Bonds in the original principal amount \$144,815,000 to defray the costs of improvements to the System. The 2013 Bonds are presently outstanding in the principal amount of \$146,710,000.

Junior Lien Pledge

The City's payment obligations under the Series 2009 Swap (defined herein), including any termination payment, if any, are secured by a pledge of Net Revenues junior and subordinate in all respects to the pledge hereof securing the Bonds. The Series 2009 Swap is secured by a pledge of Net Revenues of the System junior and subordinate in all respects to the pledge thereof securing the Bonds.

THE CITY AND THE SYSTEM

General Description *[to be updated]*

The City, located at the geographic center of the State, was formed in 1786. It is the county seat of the County and the capital of the State. In addition to being the governmental center of the State, the City is also the business, finance, education and transportation center of the State. The System provides water treatment and distribution services through its waterworks system ("Waterworks System") to approximately 140,036 billed water accounts in the Columbia Metropolitan Statistical Area ("Columbia MSA"), including approximately 40,530 In-City customers and 99,506 Out-of-City customers. The System provides sewer treatment and collection services through its Sanitary Sewer System to approximately 59,677 billed sewer customers in the Columbia MSA, including approximately 32,704 In-City customers and 26,972 Out-of-City customers.

Administration of the City

The City is governed by a council-manager form of government. The Mayor and City Council, who are elected for four-year staggered terms, are vested with the legislative and policy-making powers of the City. Day-to-day activities are administered by a council-appointed City Manager who serves as the chief executive officer of the City and is responsible to the City Council for proper administration of all affairs of the City. The City Manager serves an indefinite term and is subject to removal by a majority vote of the City Council. Financial affairs are under the supervision of the Assistant City Manager for Finance and Economic Services who is appointed by the City Manager. The Finance Director reports to the Assistant City Manager for Finance and Economic Services and is responsible for debt administration, investments and appropriation expenditures and is custodian of all City funds. The General Services Director is responsible for the operation and maintenance of the Facilities.

The present members of the City Council, their occupations, and the dates which their current terms end are as follows:

<u>Name</u>	<u>Occupation</u>	<u>Term Ends</u>
Stephen K. Benjamin, Mayor	Attorney	December 31, 2021
Tameika Isaac Devine, Mayor Pro Tem	Attorney	December 31, 2021
Moe Baddourah ^{††}	Business Owner	December 31, 2019
Sam Davis	Chief Executive Officer [†]	December 31, 2021
Howard E. Duvall, Jr.	Retired	December 31, 2019
Edward H. McDowell, Jr.	Retired	December 31, 2019
Daniel J. Rickemann	Business Consultant	December 31, 2021

[†]City Councilman Sam Davis is the Chief Executive Officer of BEKOTU and Associates, Inc.

^{††} Suspended from service on City Council by executive order of Governor Henry McMaster.

Teresa B. Wilson has served as City Manager since January 2013. Ms. Wilson has served as the City's Director of Governmental Affairs and Assistant City Manager for Community Programs, Economic Development and Government Services. Ms. Wilson graduated from the University of South Carolina's Honors College and the University of South Carolina School of Law. Prior to joining the City, Ms. Wilson served as Government and Community Relations Coordinator for the University of South Carolina's Office of the President, and also served as a liaison for the University of South Carolina and the City of Columbia, as well as a number of community organizations.

Jeffery M. Palen has served as the Assistant City Manager for Finance and Economic Services and Chief Financial Officer since January 2013. Prior to his current position, Mr. Palen served as the City's Treasurer beginning in November 2008, and as hospital chief financial officer with Health Management Associates from 2005 to 2008. Mr. Palen graduated with a Bachelor of Science in Business and a Master's Degree in Business Administration from the University of South Carolina. Mr. Palen has held various positions in both the private and public sectors, including serving as the Deputy Treasurer and the Deputy Auditor for Lexington County.

Janice L. Alonso has served as the Finance Director of the City since July 2013. She has been employed with the City since December 2008, first as the Accounting Manager and, in August 2010, as the Deputy Finance Director. Ms. Alonso has held various positions in both private and public sectors, including Deputy Treasurer for Lexington County and Assistant Controller for Thermo Scientific. Ms. Alonso graduated from the University of South Carolina with a Bachelor of Science in Business. Ms. Alonso is also a Certified Government Finance Officer in South Carolina.

For further information regarding the City and the Columbia MSA, see Appendix B attached hereto.

The System is administered by the City through the City Manager. Under the City Manager's direction, the financial operations of the System are administered by the Assistant City Manager for Finance and Economic Services. The Utilities Department operates the System's two water treatment plants, water storage and pumping stations, and the wastewater plant and sewer lift stations, and maintains all water distribution and treatment sewer collection mains. A total of approximately 500 persons are employed in managerial, clerical, maintenance and other capacities relating to the System.

The Director of Utilities and Engineering is Joseph D. Jaco, a registered professional engineer with over 23 years of experience. He graduated with a Bachelor's Degree and a Master's Degree in Engineering from the University of South Carolina. Mr. Jaco was in private practice as an engineer prior to employment with the City in 2006. He first served as City Engineer from 2006 to 2010 and then as Director from 2010 to present.

Initial recommendations for expansion or renovation of the System are made by the Director of Utilities and Engineering. The recommendations are then reviewed by the City Manager and submitted to the City Council for

review and approval as part of the budget process. Increases in rates for the System must be reviewed and adopted by the City Council prior to going into effect.

Service Area *[to be updated]*

The service area of the Waterworks System includes all of the City of Columbia and portions of the County and Lexington County, and also includes the Towns of Forest Acres, Arcadia Lakes, Irmo, and Chapin, and the Fort Jackson Military Reservation ("Fort Jackson"). The service area of the Sanitary Sewer System includes all of the City of Columbia and portions of the County, including Fort Jackson, and portions of Lexington County and the City of West Columbia. The entire System covers approximately 320 square miles with a population of approximately 410,000 persons living within that area. The population in the overall service area of the System has generally been increasing since the 1950s due in large measure to the growth of the service area of the System outside of the City.

The City has exclusive rights to provide water and sewer services within the City limits and non-exclusive rights outside of the City limits. Both the County and Lexington County have the legal authority to provide water and sewer service within the unincorporated areas of those counties not presently served by municipalities or special purpose districts, but each has only provided services on a limited basis. The County currently provides water or sewer services only in small, isolated areas. Lexington County and several municipalities in Lexington County formed a joint municipal water and sewer commission ("Commission") for the purpose of providing water and sewer services on an integrated, county-wide basis, but it is the City's understanding that neither the Commission nor Lexington County intends to provide water or sewer services in unincorporated areas of that county already being served by the City. Several municipalities in the County and Lexington Counties currently provide water or sewer services to residents within those municipalities. One large special purpose district, East Richland County Public Service District, provides sewer services to a portion of the County (including certain of the incorporated municipalities therein, e.g., Forest Acres and Arcadia Lakes).

Service to areas outside of the City limits currently accounts for approximately 72% of the revenues of the Waterworks System and 56% of the revenues of the Sanitary Sewer System of the City. The average water rates for customers outside the City are approximately 1.7 times higher than the average rates for customers inside the City and the average sewer rates for customers outside the City are approximately 1.7 times higher than the average rates for customers inside the City. Because the City already has an extensive water and sewer system in place in large areas of both Richland and Lexington Counties, and because it can offer services to prospective new customers at competitive rates, the City believes that it can continue enlarging the size of its service area in the unincorporated areas of Richland and Lexington Counties.

Ten Largest Customers *[to be updated]*

The following table sets forth the ten largest water and sewer customers, by total revenue, for the Fiscal Year ended June 30, 2017.

<u>Customer</u>	<u>Meters</u>	<u>Consumption</u> <u>(ft³)</u>	<u>Water</u>	<u>Sewer</u>	<u>Total</u> <u>Revenue</u>
State of South Carolina (various)	530	914,036	\$1,980,283	\$2,692,521	\$4,672,804
IBP Columbia Cooked Meats	3	170,407	538,515	905,968	1,444,484
Fort Jackson	9	909,957	995,003	418	995,421
Palmetto Health Richland	28	126,932	270,652	387,207	657,859
Town of Winnsboro	1	121,248	471,437	0	471,437
Palmetto Health Baptist	13	86,845	176,967	244,688	421,656
WJBD Veterans Hospital	3	71,312	141,242	222,212	363,454
Shaw Industries Group Inc.	2	109,905	339,246	9,164	348,410
Richland County	5	36,117	126,902	188,135	315,037
<u>Town of Chapin Utilities Dept</u>	<u>20</u>	<u>81,229</u>	<u>305,411</u>	<u>0</u>	<u>305,411</u>
TOTAL	614	2,627,988	\$5,345,658	\$4,650,313	\$9,995,973

Source: City of Columbia

Impact of Weather Event

Beginning Thursday, October 1, 2015, and continuing into Monday, October 5, 2015, the City experienced an unprecedented rain event involving 20-24 inches of rainfall (“Rain Event”). During the early morning hours of Sunday, October 4, significant flooding occurred throughout the City. Published reports indicate that approximately 400 homes and 60 businesses in the City were damaged and approximately 100 roads were closed, blocked, or impassable because of the flooding. Multiple sewer and water lines ruptured or broke. The City experienced a 60-foot wide breach in the Columbia Canal, which the City uses to provide water for one of the City’s water treatment facilities. President Obama issued a disaster declaration for the State pursuant to which federal disaster aid has been made available to the State to supplement State, County, and local recovery efforts in the City and several other affected by the severe storms and flooding.

The City anticipates expenditures necessary for clean-up and repair to be approximately \$70,000,000. The City anticipates FEMA will reimburse the City for 75% of qualifying costs and State will reimburse the City for the remaining 25%. Without regard to potential long-term mitigation improvements, and assuming all relevant levels of reimbursement, the City estimates the general fund impact to be less than \$1,000,000 and does not anticipate any material impact to the operation and maintenance expenses of the System or to net capital expenditures related to the System. The City cannot guarantee whether all costs will qualify for FEMA reimbursement or whether the State will provide any reimbursement. [Any additional update with actual expenditures and reimbursements?]

Waterworks System

General

The sources of raw water for the Waterworks System are the Broad River, via the Columbia Canal (which has an average flow of 3,000 cubic feet per second) and Lake Murray. The City has purchased rights to raw water under contracts with South Carolina Electric & Gas Company (“SCE&G”), which owns these water rights. The contract, with respect to water from Lake Murray, is for a term that is coterminous with SCE&G’s license to operate its Saluda Hydro Station and provides for up to 100 million gallons per day (“MGD”). In 2002, the City acquired the Columbia Hydro Station and the Columbia Canal.

The water treatment plant located on the Columbia Canal (“Canal Plant”) has a total raw water pumping capacity of 125 MGD with a sustained capacity of 85 MGD. The Canal Plant was originally constructed in 1906 and expanded in 1916, 1942, 1954, 1958, 1968 and 2006 [any additional expansions?]. The Canal Plant has a rated capacity for treatment of raw water of 84 MGD. The Canal Plant is currently producing an average flow of approximately 34 MGD with a maximum demand of 60 MGD. The total finished water pumping capacity was expanded to 84 MGD in 2013. The Canal Plant generally serves the area south of Interstate 20 and east of the Broad River. A major building renovation and filter upgrade was completed in 1998. Raw water and high service pumping improvements were completed in 2013. [Any material change since then?]

The water treatment plant on Lake Murray (“Lake Murray Plant”) has a raw water pumping capacity of 105 MGD. The Lake Murray Plant, which was completed in 1983, has been expanded to increase high service (finished water) pumping capacity from 40 MGD to 105 MGD and water treatment capacity from 30 MGD to 75 MGD. The Lake Murray Plant generally serves the area north of Interstate 20. The average treatment and pumping rate at the Lake Murray Plant is 31 MGD. An expansion was completed in 2006 to increase its capacity to 75 MGD. [Any material change since then?]

The City believes that the water sources provided by the Broad River and Lake Murray are adequate to provide ample water to meet the current and foreseeable needs of the System, and that the Columbia Plant and the Lake Murray Plant, as expanded and upgraded, will be adequate to continue to meet water treatment needs of the System for at least the next 20 years.

Approximately 2,300 miles of predominantly ductile iron and PVC pipelines, ranging in size from 4-inch to 64[nothing larger?]-inch diameters, comprise the Waterworks System’s distribution network. The City places considerable emphasis on replacing smaller and deteriorated water mains and installing additional fire hydrants for

optimal fire protection, the costs of which are paid from System Revenues and from the proceeds of revenue bonds of the System. The City maintains two 3-MG storage reservoirs for finished water at the Canal Plant, two 5-MG storage reservoirs at the Lake Murray Plant and 22 other storage tanks with an aggregate storage capacity of 44 MG.

The City owns all of the pipes, storage tanks, pumping stations and water treatment facilities that it uses to distribute water to customers. The pipes and all other parts of the water delivery system are expected to have at least a 75-year useful life. Existing pipes are typically installed in rights-of-way owned by the City, the County or Lexington County or the State, with new lines being placed in exclusive easements when possible. The City owns in fee simple the land on which the Columbia Plant and Lake Murray Plant are located and most of the land on which pump stations and storage tanks are located.

The City maintains an ongoing program of upgrading, modernizing and rehabilitating the Waterworks System, the costs of which are paid from System Revenues, proceeds of revenue bonds of the System and State and Federal grants. See “Capital Expenditures” herein.

Operations

The total number of customers of the Waterworks System has grown by more than 12.8% over the past ten fiscal years. The major part of the growth has occurred as a result of new Out-of-City customers being added. Information on Revenues is set forth for both the Waterworks System and Sanitary Sewer System on a combined basis in “FINANCIAL FACTORS.” The table below shows the number of water customers during the past ten Fiscal Years:

Number of Billed Customers on Waterworks System

<u>Fiscal Year</u>	<u>In-City</u>	<u>Out-of-City</u>	<u>Total</u>
2008	39,332	92,897	132,229
2009	39,799	93,850	133,649
2010	39,671	94,803	134,474
2011	40,164	95,302	135,465
2012	40,549	96,517	137,066
2013	41,249	97,355	138,604
2014	40,896	99,113	140,009
2015	40,530	99,506	140,036
2016			
2017			

Source: City of Columbia

Special Contracts

The City has entered into contracts with Fort Jackson, the Town of Chapin (“Chapin”), and the Town of Winnsboro (“Winnsboro”) to provide water service. The contract with Fort Jackson, which was entered into as of March 25, 1987, provides that the City will be paid at rates subject to renegotiation on the request of either party with reasonable cause. In February 2011, a 15% rate increase, which is effective through June 2020, went into effect for water service provided to Fort Jackson.

The City’s contract with Chapin, which was entered into on June 29, 1988, provides for the acquisition of the entire water system of Chapin and provides for the City to enjoy the exclusive right to furnish water to Chapin for a period of 30 years. Under the 1988 agreement Chapin transferred title to a portion of its water system to the City. In 1996 the City and Chapin amended the 1988 agreement, whereby Chapin would retain the portion of its water system not yet transferred to the City under the 1988 agreement and the City would continue to provide bulk water to Chapin pursuant to bulk water supply agreements. Chapin customers are charged the standard Out-of-City rates.

The City's contract with Winnsboro is also a bulk water supply agreement, which was entered into May 1, 2013, pursuant to which Winnsboro customers pay the City's standard Out-of-City rate.

Waterworks System Rates

Information on rates and fees of the Waterworks System is set forth in "Water and Sewer Rates and Fees" herein.

Federal and State Requirements

The City currently holds the necessary permits and approvals from the South Carolina Department of Health and Environmental Control ("DHEC") to operate a water treatment and distribution system. The Waterworks System currently meets all material federal and State requirements regarding a public water supply system. See "Environmental Matters – General."

Sanitary Sewer System

The City's Sanitary Sewer System consists of over 1,000 miles of sewer lines ranging in diameter from 4 inches to 60 [nothing larger?] inches, 55 sewage lift stations and a central treatment facility known as the Metro WWTP. The Metro WWTP, a biological oxidation extended aeration treatment facility located on the Congaree River three miles south of the City, was originally constructed in 1970 and expanded in 1982 to 40 MGD and again in 1998 to 60 MGD. Currently the average daily flow to the Metro WWTP is about 34 MGD. Nearly five percent of the flow to the Metro WWTP is industrial. The City expects that the Metro WWTP, as expanded and upgraded, will be adequate to provide sewage treatment for the Sanitary Sewer System through the year 2060 [no material change since then?].

The City owns all of the sewer lines, lift stations and treatment facilities of the Sanitary Sewer System. The sewer lines are expected to have at least a 50-75 year useful life, with proper maintenance. The sewage lift stations are being rehabilitated as needed and are on a maintenance schedule, and most stations are expected to have a useful life of at least 15 years at construction or after rehabilitation is completed. Sewer lines are typically installed in easements or in rights-of-way owned by the City, Richland or Lexington County or the State, with new lines being placed in exclusive easements when possible. The City owns in fee simple the land on which the Metro WWTP and many of the sewage lift station sites.

The City maintains an ongoing program of upgrading, rehabilitating, and modernizing of the Sanitary Sewer System, the costs of which are paid from System Revenues and from the proceeds of revenue bonds of the System. See "Capital Expenditures" herein.

Operations

The number of In-City customers of the Sanitary Sewer System grew by approximately 5.1% between 2008 and 2017. The table below shows the number of customers of the Sanitary Sewer System over the past ten Fiscal Years.

Number of Billed Customers on Sanitary Sewer System

<u>Fiscal Year</u>	<u>In-City</u>	<u>Out-of-City</u>	<u>Total</u>
2008	32,280	35,506	67,786
2009	32,503	36,004	68,507
2010	32,500	36,722	69,222
2011	32,501	36,698	69,199
2012	33,136	37,182	70,318
2013 [†]	33,185	26,515	59,700
2014	33,182	27,057	60,239
2015	32,704	26,972	59,677
2016			
2017			

[†]Reflects reduction of sewer customers arising from the City's sale of a portion of its Sanitary Sewer System (including approximately 13,000 or 16% of its then-existing sewer accounts) to a private utility ("Utility") in March 2013. It is intended that these customers will continue to be served by the City at predetermined rates until the Utility can construct necessary infrastructure allowing connections to its treatment plant. Effective October 2016, remaining customers will pay 70% of the out-of-City sewer rate, and effective August 2018, the remaining customers will pay 100% of the out-of-City sewer rate.

Special Contracts

The City entered into a contract with the City of West Columbia ("West Columbia") in 1975 and with Fort Jackson in 1967. The parties agreed to contribute financially to the construction, operation, maintenance, supervision and repair of certain components of the Sanitary Sewer System. The City assumed responsibility for the operation of these components, in return for which the City is paid a base monthly charge plus various other charges based on gallons of sewage discharged. The City and West Columbia entered into an Amended and Restated Agreement on July 7, 2015, which replaced the 1975 agreement.

Sanitary Sewer System Rates

Information on rates and fees of the Sanitary Sewer System is set forth in "Water and Sewer Rates and Fees" herein. The most recent rate increase became effective July 1, 2017.

Federal and State Requirements

The Sanitary Sewer System currently holds the necessary permits and approvals from DHEC to operate its sewage collection and treatment system. Except as described in the EPA and DHEC Actions section below, the Sanitary Sewer System currently meets all material federal and State requirements in regard to a sewage collection and treatment system. See "Environmental Matters – General."

Water and Sewer Rates and Fees

General

The rates charged by the City for water and sewer service are not subject to approval by any federal or State regulatory body. The City's rates, as adopted effective July 1, 2017, are set forth below. Based on these revised rates, the average monthly water and sewer bill for a residential In-City user, based on water usage of 800 cubic feet, is

\$52.49 and for an Out-of-City user is \$89.23. The City has regularly increased rates as necessary, and effected rate increases to provide sufficient revenues for payment of projected increased costs of operation, expansion of the System, increases in debt service and to maintain required debt service coverage ratios. See "FINANCIAL FACTORS--Historical Debt Service Coverage of the System" and "--Projected Debt Service Coverage of the System."

Water Rates

Monthly Water Service Rates

<u>Meter Size</u>	<u>In-City</u>	<u>Out-of-City</u>
5/8"	\$6.91	\$11.75
1"	11.54	19.62
1 1/2"	17.28	29.38
2"	27.65	47.01
3"	55.31	94.02
4"	86.42	146.91
6"	173.05	294.18
8"	276.54	470.12
10"	549.07	933.42

Additional Rates (per 100 cubic feet after first 300 cubic feet used)

	<u>Residential</u>		<u>Commercial</u>		<u>Irrigation</u>	
	<u>In-City</u>	<u>Out-of-City</u>	<u>In-City</u>	<u>Out-of-City</u>	<u>In-City</u>	<u>Out-of-City</u>
Next 9,700	\$ 2.48	\$ 4.22	\$ 2.36	\$ 4.01	\$ 4.22	\$ 7.17
Next 90,000	2.36	4.01	2.23	3.79	4.01	6.82
Over 100,000	2.23	3.79	2.09	3.55	3.79	6.45

Sewer Rates

Monthly Sewer Service Rates

<u>Meter Size</u> <u>(inches)</u>	<u>Sewer Base</u> <u>In-City</u>	<u>Sewer Base</u> <u>Out-of-City</u>
5/8"	\$6.91	\$11.75
1"	6.91	11.75
1 1/2"	6.91	11.75
2"	11.06	18.80
3"	21.12	37.60
4"	34.57	58.76
6"	69.13	117.53
8"	110.62	188.05
10"	172.84	293.82
<u>Additional Sewer Rates</u> <u>(per 100 cubic feet)</u>	<u>\$3.59</u>	<u>\$6.11</u>

Maximum sewer service rates on single-family residences during the months of April through October are based on a use of 1,400 cubic feet of water and during the months of November through March are based on actual

usage. Sewer rates for apartment buildings and trailer parks are the base rate per dwelling unit plus the rate per 100 cubic feet reflected by water consumption. Sewer rates for hotels, motels, dormitories and rooming houses are one-half of the base rate of a single-family residence per room plus a base fee on meter connection size plus the rate per 100 cubic feet reflected by water consumption.

Comparison of Water Rates in the Columbia MSA

Currently, there are six providers of water in the Columbia area: Lexington Water System, Carolina Water Service, Midlands Utilities, the City of Columbia, the City of West Columbia and the City of Cayce. The chart below compares current average monthly water bills for each of the three largest providers of water service.

<u>Municipality</u>	<u>Average Monthly Water Bill[†]</u>	
	(In-City)	(Out-of-City)
City of Columbia	\$18.45	\$31.37
City of West Columbia	17.37	36.62
City of Cayce	23.73	47.45

[†]Based on 5,250 gallons of water.

Water and Sewer Tap Fees

The City charges new customers to the Waterworks System a tap fee that ranges from \$2,512.00 for a ¾-inch meter to \$8,490.00 for a 2-inch meter. The City charges new customers to the Sanitary Sewer System a tap fee of \$3,940.00 for each tap. Water and sewer tap fees generated a total of \$2,337,392 in revenues for the System in Fiscal Year 2017.

Sewer Plant Expansion Fees

The City began charging new customers of the Sanitary Sewer System a sewer plant expansion fee on October 1, 1987. The fee is intended to provide an additional source of moneys for upgrading and expansion of the Metro WWTP. Sanitary Sewer System plant expansion fees generated a total of \$3,378,285 in revenues in Fiscal Year 2017.

Water and Sewer Billing and Collection Policies

New or transferring account fees are charged to customers (new and existing) who request service. Bills are mailed to customers on a periodic basis throughout the month and are payable on receipt. Customers receiving both water and sewer services receive combined bills for these services. Water or sewer service accounts that are two months or more in arrears are terminated for non-payment. Advance notice of 10 days is given prior to such termination action.

Capital Expenditures

The City has expanded and improved the System with proceeds of revenue bonds and Revenues of the System. During Fiscal Years 2013 through 2017, the City expended approximately \$[] for System expansion and improvement, including approximately \$[] expended in Fiscal Year 2017. The following table shows the amounts expended from proceeds of revenue bonds and System Revenues for capital improvements to the System, including cash-funded projects that fall outside the City's Capital Improvements Program, undertaken during Fiscal Years 2013 through 2017.

Capital Improvements Undertaken

<u>Fiscal Year</u> <u>Ended June</u> <u>30</u>	<u>Capital Improvements</u> <u>Financed with Bond</u> <u>Proceeds</u>	<u>Capital Improvements</u> <u>Financed with System Revenues</u>	<u>Total Capital</u> <u>Improvements</u>
2013	\$68,409,174	\$ 0	\$68,409,174
2014	44,305,275	3,901,696	48,206,971
2015	56,215,053	652,388	56,867,441
2016	24,869,006	53,959,345	78,828,351
<u>2017</u>			
TOTAL	\$267,301,535	\$58,513,429	\$325,814,964

City of Columbia Finance Department

Capital Improvements Program

Future capital expenditures to expand and improve the System are managed by the City through a rolling five-year Capital Improvements Program, which is approved annually by City Council as part of the adoption of the City's Budget Ordinance. The current Capital Improvements Program covers the Fiscal Years ending June 30, 2017, through June 30, 2021, and anticipates capital expenditures of approximately \$120,000,000 per year for each of the next five years for total expenditures of approximately \$600,000,000. Sixty-seven percent of the anticipated capital expenditures will be devoted to the Sanitary Sewer System and the remaining 33% will be devoted to the Waterworks System. The expenditures are expected to include engineering, storage tanks, water plant additions, increased sewer capacity, lines, pump stations, easements and land. In addition, expenditures will be targeted to rectify issues identified in the Consent Decree (as defined below).

The City expects to fund the Capital Improvements Program with, among other sources, Revenues of the System (including capital payments from the City of West Columbia, South Carolina ("West Columbia")), proceeds of Bonds, and State and federal grants. Although the breakdown between debt and other sources used to fund the capital expenditures for the Capital Improvements Program varies, approximately 25% of the annual capital expenditures for the Capital Expenditures Program are anticipated to be funded from System Revenues (including capital payments from West Columbia) and State and Federal grants.

The five-year Capital Improvements Program is reviewed and updated annually to address the needs of the System. The City is in the process of revising the Capital Improvements Program, and will continue to evaluate and revise it if necessary, to ensure all requirements of the Consent Decree are met within the timeframes established thereby, while complying with the rate covenant set forth in the General Ordinance. The City believes a portion of the capital improvements that are or will be mandated by the Consent Decree are currently contemplated in the five-year Capital Improvements Program. See "Environmental Matters – Conclusion."

Environmental Matters

General

Operation of the System is subject to regulation by certain federal, State and local authorities. Federal and State standards and procedures that currently regulate and control operation of the System may change from time to time as a result of continuing legislative, regulatory and judicial action. Therefore, there is no assurance that the facilities comprising the System currently in operation, under construction or contemplated will always remain subject to the regulations currently in effect, or will always be in compliance with future regulations.

An inability to comply with various governmental regulations and standards could result in reduced operating levels or complete shutdown of such facilities not in compliance. Furthermore, compliance with such governmental regulations and standards may substantially increase capital and operating costs.

Permits and Ordinances

The System is in substantial compliance with current regulatory requirements of the United States Environmental Protection Agency (“EPA”) and DHEC, and the requirements and conditions of all permits required to operate the System are in order. The City currently has the following permits in effect:

<u>Permit</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Description</u>
DHEC Wastewater NPDES Permit #SC0020940 (“NPDES Permit”)	October 1, 2015	September 30, 2020	Authorization to discharge treated effluent in accordance with the National Pollutant Discharge Elimination System (“NPDES”) into the Congaree River continues in effect until a renewal decision is made
Public Water System Operating Permit System #401001		No Expiration Date	Authorization to operate a water treatment plant
S.C. Water Resources Commission, Interbasin Transfer Permit 1013-IB	August 29, 2008	August 29, 2028	Authorization to transfer water between river basins in South Carolina for its potable water treatment plant(s)

The City has had a Wastewater Services Ordinance in place since March 19, 1974. Subsequent revisions to this ordinance have been made to reflect changes in federal, State and local standards. The City has operated an Industrial Pretreatment Program pursuant to the Federal General Pretreatment Regulations and approved by DHEC since October 1, 1984. The City includes the City of West Columbia under this program pursuant to an inter-jurisdictional agreement executed January 8, 1986. Seven categorical and 13 significant non-categorical industries are currently regulated under this program.

The City is also authorized to discharge stormwater from the Metro WWTP under NPDES General Permit for the Storm Water Discharges Associated with Industrial Activities (Except Construction) issued by DHEC on September 1, 2016.

EPA and DHEC Actions

In April 2009, the United States Environmental Protection Agency (“EPA”) issued a Notice of Violation to the City for effluent limit violations of the City’s Wastewater NPDES Permit #SC0020940 (“NPDES Permit”), which NPDES Permit was issued by EPA pursuant to the Clean Water Act (“CWA”). On September 14, 2010, DHEC re-issued the NPDES Permit with an expiration date of September 30, 2015. Pursuant to DHEC regulations, the NPDES Permit remains in effect until DHEC issues a new NPDES Permit based on the currently pending renewal application. In April 2009, the EPA also requested information from the City under the CWA relating to the compliance status of the Sanitary Sewer System.

On review of the City’s responses to the EPA’s information requests, the EPA identified numerous alleged violations by the City of the CWA, including the frequent occurrence of sanitary sewer overflows from the Sanitary Sewer System over a specified time period (“CWA Violations”). Additionally, the EPA identified alleged effluent limit violations of the NPDES Permit and violations of NPDES Permit requirements related to the City’s implementation of the approved industrial pretreatment program (“NPDES Violations,” and, together with the CWA Violations, “Violations”). By letter dated May 25, 2010, the EPA notified the City that it had referred this matter to

the Civil Enforcement Division of the U.S. Department of Justice (“DOJ”), but indicated its preference to negotiate a resolution of this matter.

On September 9, 2013, after a lengthy period of negotiations among the City, the EPA, the DOJ and DHEC, the EPA, the DOJ and DHEC lodged a Consent Decree (“Consent Decree”) with the U.S. District Court for the District of South Carolina (“District Court”), in which the City agreed to settle allegations by the EPA, the DOJ and DHEC regarding the Violations. Based on comments received during the public comment period on the terms of the Consent Decree the parties agreed to certain revisions to the Supplemental Environmental Project (“SEP”) required under the Consent Decree. On May 21, 2014, the District Court entered an order approving the Consent Decree.

The terms of the Consent Decree require the City to (i) evaluate the Sanitary Sewer System and, based on that evaluation, implement capital improvements to the Sanitary Sewer System’s infrastructure, and (ii) implement a \$1,000,000 SEP aimed at restoring and reducing flooding along segments of Rocky Branch and Gills Creek. The City anticipates total expenditures of approximately \$[] will be required over a period of approximately 10 years in order to meet the requirements of the Consent Decree. The City’s five-year Capital Improvements Program has been revised and will continue to be revised (if necessary) to enable the City to meet all of its obligations under the Consent Decree within the prescribed timeframes. In addition, the City was required to pay a civil penalty in the amount of \$476,400 to resolve the alleged CWA Violations.

On October 6, 2015, the City notified the DOJ, the EPA and DHEC of a force majeure event, namely the Rain Event. On October 13, 2015, the City submitted a written report concerning such force majeure event and provided a supplemental report on March 24, 2016, with a request for additional time to meet certain deadlines in the Consent Decree and in implementation schedules of program documents submitted pursuant to the Consent Decree. The City also requested an extension for stipulated penalties for sanitary sewer overflows. By letter dated June 2, 2016, the EPA granted all of the extensions requested as a result of the Rain Event.

As a result of the final Consent Decree, the City may potentially be required to pay additional civil penalties should it not comply with the terms of the Consent Decree. The City intends to fully comply with the terms of the Consent Decree and undertake the capital improvements required by the Consent Decree. The City does not expect its compliance with the Consent Decree to have a materially adverse impact on the financial condition of the System or the City.

Fringe Benefits, Retirement and Health Insurance and Other Post-Employment Benefits

Retirement Plan

The South Carolina Retirement Systems (“Systems”), as administered by the South Carolina Public Employees Benefit Authority (“Authority”), maintains five independent cost sharing, multi-employer defined benefit plans. The City is a participating employer in the Systems and, generally, the City’s employees are covered by the Systems’ South Carolina Retirement System (“SCRS”) or the Police Officers Retirement System (“PORS”) plans, unless the employee has elected to participate in the Optional Retirement Program (“ORP”).

The SCRS plan offers retirement and other benefits, including disability, survivor and death benefits, to eligible state employees. Both employees and employers are required to contribute to the SCRS a percentage of the participating employee’s earnable compensation at a rate set by State law. The PORS plan offers retirement and other benefits for police officers employed by the City. Like the SCRS, both employees and employers are required to contribute to the PORS a percentage of the participating employee’s earnable compensation at a rate set by State law.

For fiscal year end June 30, 2017, the City made contributions to the SCRS of \$6,888,470 and to the PORS of \$5,784,601, which amounts equaled the statutorily required contributions to SCRS and PORS.

City employees eligible for participation in the SCRS may choose to participate in the ORP, which is a defined contribution plan in which participants direct the investments of their funds in a plan administered by one of four investment providers. The Systems assume no liability for the ORP benefits and for this reason the ORP is not

considered part of the retirement systems for financial statement purposes. Contributions to the ORP are set at the same rates as the SCRS. To participate in the ORP, participants must irrevocably waive participation in the SCRS.

Additionally, the Authority issues its own Comprehensive Annual Financial Report for the Systems (“Report”). A copy of the Report for Fiscal Year ended June 30, 2017, may be found at <http://www.peba.sc.gov/assets/cafr.pdf> (which is not intended to be an active hyperlink and is not incorporated by reference herein). Information for the Systems is included in the Comprehensive Annual Financial Report for the State. A copy of the State’s Report may be found at <http://www.cg.sc.gov/publicationsandreports/Pages/CAFRFY20162017.aspx> (which is not intended to be an active hyperlink and is not incorporated by reference herein).

Plan Contributions

Contribution Rates to Plans Prior to July 1, 2017: For fiscal years prior to July 1, 2017, the Board of Directors of the Authority (“Authority Board”) set the rate of contribution required by participating employers and employees based on the actuarial valuation of the plans. For the prior fiscal year, the Authority Board set contribution rates for the SCRS and PORS plans at 8.16% and 8.74%, respectively, for employees and for employers set the contribution rates for the SCRS and PORS plans at 11.06% (which includes a contribution for group-life insurance benefits) and 13.74% (which includes a contribution of 0.20% for group life insurance benefits and 0.20% for accidental death program benefits), respectively.

Contribution Rates to Plans Beginning July 1, 2017: Act No. 13 of 2017 (“Plan Legislation”), was signed into law on April 25, 2017, and is effective commencing with the fiscal year beginning July 1, 2017. The Plan Legislation removes the power from the Authority Board to set the rate of contributions to the plans and instead statutorily sets the contribution rates to the SCRS and PORS for both employers and employees through the fiscal year ending June 30, 2027. Additionally, the Plan Legislation shortens the amortization schedule for the unfunded actuarial accrued liability of the SCRS and PORS. Additionally, the Plan Legislation shifts the burden of funding the unfunded actuarial accrued liability of the SCRS and PORS entirely to participating employers.

The Plan Legislation increases and sets the contribution rates through fiscal year ending June 30, 2027, as follows:

<u>Fiscal Year</u>	<u>SCRS</u>		<u>PORS</u>	
	<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>
2017-2018	13.56%	9.00%	16.24%	9.75%
2018-2019	14.56	9.00	17.24	9.75
2019-2020	15.56	9.00	18.24	9.75
2020-2021	16.56	9.00	19.24	9.75
2021-2022	17.56	9.00	20.24	9.75
2022-2027	18.56	9.00	21.24	9.75

Following fiscal year ending June 30, 2027, the Plan Legislation reverts the authority to set the contribution rates of participating employers back to the Authority Board; employee contributions are capped at 9.00% of earnable compensation for the SCRS and 9.75% of earnable compensation for the PORS. The Authority Board is authorized pursuant to the Plan Legislation to set employer contributions based on the actuarial value of the plans; however, the Plan Legislation prohibits the Authority Board from increasing a participating employer’s rate of contribution by more than 0.5% in any fiscal year. The Authority Board may decrease contribution rates of both employers and employees under the Plan Legislation if an actuarial valuation of the SCRS and PORS shows a funded ratio of at least 85% and any decrease would not decrease the funded ratio below 85%. Any decrease by the Authority Board to employer and employee contributions must be made in equal amounts.

The Plan Legislation also shortens the amortization schedule for the unfunded actuarial accrued liabilities of the SCRS and PORS. The unfunded actuarial accrued liability of the SCRS and PORS, as determined by an annual actuarial valuation, must be amortized over a funding period that does not exceed the following schedule:

<u>Fiscal Year</u>	<u>Funding Period</u>
2017-2018	30 years
2018-2019	29 years
2019-2020	28 years
2020-2021	27 years
2021-2022	26 years
2022-2023	25 years
2023-2024	24 years
2024-2025	23 years
2025-2026	22 years
2026-2027	21 years
2027 and after	20 years

The Plan Legislation permits employer contribution rates to be increased above those as set forth in the table above or as set by the Authority Board after the fiscal year ending June 30, 2027, if the contribution rates are insufficient to meet the funding periods as set forth above. Increases to employer contribution rates to meet the funding period set forth above may be made without limitation.

The City expects the Plan Legislation to require a \$1,947,888 increase in its SCRS budget, and a \$509,341 increase in its PORS budget for Fiscal Year 2017-2018 to fund the increased employer contribution as set forth in the Plan Legislation.

Reporting Plan Liability

In accordance with the Governmental Accounting Standards Board's Statement ("GASB") No. 68, the City reported its proportionate share of the overall Net Pension Liability of the Systems – which represents the difference between the total cost of the Systems' expected future benefits to be paid and the value of assets on hand to cover the benefits – in the City's financial statements for fiscal year ending June 30, 2017. The City reported its proportionate share of SCRS and PORS Net Pension Liability as \$122,912,706 and \$80,547,962, respectively or 0.575438% and 3.17559% of the total net pension liability.

Other Post-Employment Benefits

The City is a participant in the State Other Retirement Benefits Employer Trust for medical, dental, and vision coverage, and eligible retirees are allowed to continue coverage in according with the City Other Postemployment Benefits ("OPEB") Substantive Plan, a single-employer defined benefit plan. It is the City's policy to periodically review its medical and dental coverage to provide the most favorable benefits and premiums for the City employees and retirees.

In accordance with GASB Statement 45, the City's annual other postemployment benefit cost is calculated based on the City's annual required contribution ("ARC"). The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities or funding excess over a period not to exceed thirty years. As of July 1, 2017, the most recent actuarial valuation date, the estimated Actuarial Accrued Liability was \$152,279,888, with an estimated Annual Required Contribution for fiscal year end June 30, 2017, of \$9,795,669. The City anticipates the unfunded liability to increase, but is unable to provide an estimated increase.

Liability Insurance

Subject to specific immunity set forth in the South Carolina Tort Claims Act, the City, like other local governments, is liable for damages not to exceed \$300,000 per incident/person and \$600,000 per occurrence/aggregate for torts. There are no limits in actual damages for recoveries under 42 U.S.C. § 1983. No punitive or exemplary damages are permitted under the South Carolina Tort Claims Act or the Federal Civil Rights Act. The City currently self-insures against tort liability under the South Carolina Tort Claims Act.

INTEREST RATE SWAPS AND OTHER OBLIGATIONS

In September 2007, the City entered into an ISDA Master Agreement and an accompanying schedule (collectively, “Master Agreement”) with JPMorgan Chase Bank, N.A. (in such capacity, “Counterparty”), to establish the general terms under which various interest rate swap and other derivative transactions may be entered between such parties.

The Series 2009 Swap

On September 20, 2007, and pursuant to the written confirmation to the Master Agreement dated such date between the City and the Counterparty, the City entered into a “fixed payor” interest rate swap agreement with the Counterparty (“Series 2009 Swap”) to enable the City to synthetically hedge a portion of its variable rate interest exposure relative to the 2009 Bonds during the term of the Series 2009 Swap. The Series 2009 Swap obligates the City to pay the Counterparty a fixed rate, based on a notional amount equal to the initial par amount of the 2009 Bonds, as reduced based on mandatory sinking fund redemptions scheduled therefor. The goal of the Series 2009 Swap is to reduce the City’s variable rate exposure under the 2009 Bonds and convert much of its variable rate exposure during the term of the Series 2009 Swap to a hedged fixed rate (subject to applicable basis risks associated with the actual correlation of such variable rate index with the actual variable rate of such Bonds). The Series 2009 Swap will expire in accordance with its terms (unless earlier terminated) on February 1, 2038, which is a date coterminous with the final maturity date of the 2009 Bonds.

Under certain circumstances, some of which may be beyond the control of the City, the Series 2009 Swap is subject to termination prior to the scheduled termination date, including on the occurrence of certain events of default. Such events of default include without limitation (i) failure to pay or deliver any payment required to be made under the Master Agreement, (ii) breach of Master Agreement, (iii) credit support default, (iv) misrepresentation, (v) default under a specified derivative transaction, (vi) cross default, (vii) bankruptcy and (viii) merger of party or any guarantor of such party without assumption of such party’s obligations by the resulting entity.

In addition to the foregoing, the Counterparty has the right, but is not required, to terminate the Series 2009 Swap in the event that the rating of the long-term unsecured debt (without credit or structural enhancement) of the City is withdrawn, suspended for more than 30 days or reduced below “BBB” by Standard & Poor’s or “Baa2” by Moody’s. Correspondingly, the City has the right, but is not required, to terminate the Series 2009 Swap in the event that the rating of the long-term unsecured debt (without credit or structural enhancement) of the Counterparty is withdrawn, suspended for more than 30 days or reduced below “BBB” by Standard & Poor’s or “Baa2” by Moody’s.

In the event of an early termination of the Series 2009 Swap, the City may owe a termination payment to the Counterparty or, conversely, the Counterparty may owe a termination payment to the City. Such a termination payment generally would be based on the market value of the Series 2009 Swap on the date of termination. For example, if the Series 2009 Swap was terminated, the City’s termination payment (including accrued interest) to the Counterparty, based on mid-market rates not derived from the solicitation of actionable bids from any broker-dealers, as of May [], 2018, would have been approximately \$[. Any such amount that may be owed in the future by the City with respect to the Series 2009 Swap may be substantial, and could adversely affect the City’s ability to pay debt service on the Bonds. Such termination payments are secured by a pledge of Net Revenues junior and subordinate to the pledge of Net Revenues securing the Bonds and all parity debt.

In addition, a partial termination of the Series 2009 Swap could occur to the extent that any Bonds are redeemed pursuant to an optional redemption. If such an optional redemption occurs, a termination payment related to the portion of the Series 2009 Swap terminated may be owed to either the City or the Counterparty, depending on market conditions at that time. Moreover, the Series 2009 Swap can be terminated on mutual agreement of the Counterparty and the City. There is no guarantee the Series 2009 Swap will be outstanding for its stated term.

The payment obligations of the City under the Series 2009 Swap will not alter or affect the obligation of the City to pay or make payments with respect to the principal of, redemption price of and interest on the 2009 Bonds. The Counterparty has no obligation to make payments directly to the holders of the 2009 Bonds. The holders of the 2009 Bonds have no contractual or other rights or claims against the Counterparty for payment of the 2009 Bonds. The Series 2009 Swap does not provide a source of security or other credit for the 2009 Bonds.

Additional Derivative Agreements

In addition to the Series 2009 Swap, the City may in the future enter into one or more additional interest rate swap or other derivative transactions, whether pursuant to the Master Agreement or otherwise and whether with the Counterparty or one or more other swap counterparties, to the extent not prohibited by the Ordinance. The extent or effect of any such additional transactions cannot be known as of the date of this Official Statement.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the 2018 Bonds on an event of default under the Ordinance are in many respects dependent on judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code, the remedies specified by the federal bankruptcy code and the Ordinance, the 2018 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2018 Bonds (including Co-Bond Counsel's approving opinions) will be qualified, as to the enforceability of the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of credits enacted before or after such delivery.

LEGAL MATTERS

Litigation

Except as set forth below, no litigation, to the knowledge of the City, is threatened in any court to restrain or enjoin the issuance or delivery of the 2018 Bonds or the collection, payment or receipt of the moneys pledged or to be pledged to pay the principal of, premium, if any, and interest on the 2018 Bonds or, in any way contesting or affecting the validity of the 2018 Bonds, the General Ordinance or the Supplemental Ordinance, the power to collect, pay or receive the moneys with which to pay the 2018 Bonds or the organization or the powers of the City, including the power to operate the System and to collect revenues therefrom.

United States Bankruptcy Code

The undertakings of the City should be considered with reference to Chapter 9 of the Bankruptcy Code, 11 U.S.C. § 901, *et seq.*, as amended ("Bankruptcy Code"), and other laws affecting creditors' rights and municipalities generally. Chapter 9 permits a municipality, political subdivision, public agency, or other instrumentality of a State that is insolvent or unable to meet its debts as such debts mature to file a petition in the United States Bankruptcy Court for the purpose of effecting a plan to adjust its debts; directs such a petitioner to file with the court a list of its creditors; provides that the filing of the petition under that Chapter operates as a stay of the commencement or continuation of any judicial or other proceeding against the petitioner; directs a petitioner to file a plan for the adjustment of its debts; permits the petitioner in its plan to modify the rights to payment of its creditors; provides that the plan must be accepted in writing by or on behalf of creditors; and provides that the plan must be accepted in writing by or on behalf of creditors of each impaired class of claims holding at least two-thirds in amount and more than one-half in number of the creditors which have accepted or rejected the plan. The plan may be confirmed notwithstanding the negative vote of one or more classes of claims if the court finds that the plan is in the best interest of creditors, is feasible, and is fair and equitable with respect to the dissenting classes of creditors. A petitioner has the right to reinstate indebtedness under its plan according to the original maturity schedule of such indebtedness notwithstanding any provision in the documents under which the indebtedness arose relating to the insolvency or financial condition of the debtor before the confirmation of the plan, the commencement of a case under the Bankruptcy Code, or the appointment of or taking possession by a trustee in a case under the Bankruptcy Code or by a receiver or other custodian prior to the commencement of a case under the Bankruptcy Code.

Other Legal Matters

Certain legal matters incident to the authorization, issuance and sale of the 2018 Bonds are subject to the approval of the legality of issuance thereof by McNair Law Firm, P.A., Columbia, South Carolina ("McNair"), and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, as Co-Bond Counsel. The proposed forms of the opinions of Co-Bond Counsel to be delivered when the 2018 Bonds are issued are set forth in Appendix D hereto. Certain matters will be passed on for the Underwriters by Parker Poe Adams & Bernstein LLP, Columbia, South Carolina, and The Starks Law Firm, P.A., Columbia, South Carolina, as Co-Underwriters' Counsel. Certain legal matters will

be passed on behalf of the City by the City Attorney, Teresa A. Knox, Esquire.

From time to time, Parker Poe Adams & Bernstein LLP serves as Bond Counsel to the City and, from time to time, one or both Parker Poe Adams & Bernstein LLP, The Starkes Law Firm, P.A. and McNair Law Firm, P.A. have represented one or both of the Underwriters as counsel in financing transactions unrelated to the sale of the 2018 Bonds. Neither the City nor either Underwriter has conditioned the future employment of any of these firms in connection with any proposed financing issues for the City or either Underwriter on the successful execution and delivery of the 2018 Bonds.

TAX EXEMPTION AND OTHER TAX MATTERS

Internal Revenue Code of 1986

In the opinion of McNair, to be delivered on the date of issuance of the 2018 Bonds, under existing laws, regulations, rulings and judicial decisions and assuming the City's continued compliance with certain covenants described below, interest on the 2018 Bonds is excludable from gross income of the recipients thereof for federal income tax purposes.

The Internal Revenue Code of 1986, as amended ("Code"), including the Treasury Regulations promulgated thereunder, includes provisions that relate to tax-exempt obligations, such as the 2018 Bonds, including, among other things, permitted uses and investment of the proceeds of the 2018 Bonds and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest on the 2018 Bonds becoming subject to federal income taxation retroactive to the respective issuance dates thereof. The City has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the 2018 Bonds from gross income for federal tax purposes. Failure of the City to comply with the covenant could cause the interest on the 2018 Bonds to be taxable retroactively to the date of issuance.

The Code imposes an alternative minimum tax on a taxpayer's alternative minimum taxable income. Interest on the 2018 Bonds is not an item of tax preference for purposes of the individual and corporate alternative minimum tax. However, interest on the 2018 Bonds will be includable in the adjusted current earnings of a corporation for purposes of computing the alternative minimum tax imposed on corporations.

Although McNair is of the opinion that interest on the 2018 Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the 2018 Bonds may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend on the recipient's particular tax status or other items of income or deduction. Prospective purchasers of the 2018 Bonds should be aware that ownership of the 2018 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, banks, thrifts and other financial institutions, property and casualty insurance companies, certain recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies and taxpayers otherwise entitled to claim the earned income credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the 2018 Bonds. McNair will not express any opinion as to such collateral tax consequences. Prospective purchasers of the 2018 Bonds should consult their tax advisors as to collateral federal income tax consequences.

McNair has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or event occurring (or not occurring) after the issuance date of the 2018 Bonds may affect the tax status of interest on the 2018 Bonds. In rendering its opinion, McNair will rely on certificates and representations of the City with respect to certain material facts solely within the City's knowledge relating to the investment and use of the proceeds of the 2018 Bonds and compliance by the City with certain covenants.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the 2018 Bonds to be subject, directly or indirectly, to federal or State income taxation, or otherwise prevent the holders thereof from realizing the full current benefit of the tax-exempt status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Code or court decisions could

significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the 2018 Bonds and could also affect, perhaps significantly, the market price for, or marketability of, the 2018 Bonds. Prospective purchasers of the 2018 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, and regarding the impact of future legislation, regulations or litigation, as to which McNair expresses no opinion.

[Original Issue Discount]

Certain of the 2018 Bonds have been sold at initial public offering prices which are less than the amount payable at maturity ("Discount Bonds"). An amount not less than the difference between the initial public offering prices of the Discount Bonds and the amount payable at maturity constitutes original issue discount, which will be treated as interest on such Discount Bonds and, to the extent properly allocable to particular owners who acquire such Discount Bonds at the initial offering thereof, will be excludable from gross income for federal income tax purposes to the same extent as other interest on the 2018 Bonds.

A portion of the original issue discount that accrues in each year to an owner of a Discount Bond that is a corporation will be included in the calculation of adjusted current earnings in determining the alternative minimum tax liability of such corporation. Consequently, an owner of any Discount Bond that is a corporation should be aware that the accrual of original issue discount in each year may result in an alternative minimum tax liability although the owner of such Discount Bond has not received cash attributable to such original issue discount in such year.

Owners who may acquire 2018 Bonds that are Discount Bonds should consult their tax advisors with respect to the determination for federal income tax purposes of the amount of original issue discount or interest properly accruable with respect to such 2018 Bonds, other tax consequences of owning Discount Bonds and the state and local tax consequences of owning Discount Bonds.]

[Original Issue Premium]

Certain of the 2018 Bonds have been sold at initial public offering prices which are greater than the amount payable at maturity ("Premium Bonds"). An amount equal to the excess of the purchase price of the Premium Bonds over their stated redemption prices at maturity constitutes premium on such Premium Bonds. A purchaser of a Premium Bond must amortize any premium over such Premium Bond's term using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the purchaser's basis in such Premium Bond is reduced by a corresponding amount, resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser's basis is reduced, no federal income tax deduction is allowed. Purchasers of any 2018 Bonds at a premium, whether at the time of initial issuance or subsequent thereto, should consult with their own tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to state and local tax consequences of owning such 2018 Bonds.]

State Tax Law Matters

McNair is of the opinion that under present laws of the State, interest on the 2018 Bonds will be excluded from South Carolina taxation, except estate, transfer and certain franchise taxes. Section 12-11-20 of the Code of Laws of South Carolina 1976, as amended, imposes on every bank engaged in business in the State a fee or franchise tax computed at the rate of 4½% of the entire net income of such bank. Regulations of the South Carolina Department of Revenue require that the term "entire net income" include income derived from any source whatsoever, including interest on obligations of any state and any political subdivision thereof. Interest on the 2018 Bonds will be included in such computations.

FINANCIAL ADVISOR

Stifel, Nicolaus and Company, Incorporated, Columbia, South Carolina, has served as Financial Advisor to the City in connection with the offer and sale of the 2018 Bonds. As such, it has participated in the preparation of and review of the various financing documents related to the 2018 Bonds. The Financial Advisor will be paid from the

proceeds of the 2018 Bonds.

CONTINUING DISCLOSURE

To the extent required by the Rule, the City, through a written agreement or contract for the benefit of registered owners and the Beneficial Owners of the 2018 Bonds, will provide notice, in a format as required by the Rule, either directly or indirectly through a designated agent, in a timely manner not in excess of ten business days after its occurrence, of any of the events enumerated in section (b)(5)(i)(C) of the Rule and will provide certain financial information and operating data relating to the City by no later than February 1 after the end of each of the City's Fiscal Years, commencing with the report for the Fiscal Year ending June 30, 2017 ("Annual Report"). The form of that written agreement, the Disclosure Dissemination Agent Agreement, entered into by the City with Digital Assurance Certification, L.L.C. ("DAC") in connection with the issuance of the 2018 Bonds ("DDAA"), is attached as Appendix E. The Annual Report will be filed on behalf of the City by DAC, as dissemination agent, with the Municipal Securities Rulemaking Board ("MSRB"). The notices of any events enumerated in section (b)(5)(i)(C) of the Rule will be filed on behalf of the City by DAC with the MSRB. The specific nature of the information to be contained in the Annual Report and the notices of enumerated events is set forth in the DDAA, the form of which is attached as Appendix E. These covenants have been made in order to assist the original purchasers of the 2018 Bonds in complying with the Rule.

As provided in the Continuing Disclosure Agreement, if the City fails to comply with any provision of the Continuing Disclosure Agreement, any registered owner or "Holder" of the Bonds may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the City to comply with its continuing disclosure obligations under the Continuing Disclosure Agreement. "Beneficial Owner" is defined in the Continuing Disclosure Agreement to mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any 2018 Bonds (including persons holding 2018 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any 2018 Bonds for federal income tax purposes. If any person seeks to cause the City to comply with its continuing disclosure obligations under the Continuing Disclosure Agreement, it is the responsibility of such person to demonstrate that it is a "Holder" within the meaning of the Continuing Disclosure Agreement.

For the fiscal year ended June 30, 2012, the City filed its annual report containing unaudited financial statements, due on or before January 26, 2013, on January 31, 2013, and filed its audited financial statements on April 25, 2013. The City's annual reports for fiscal year ended June 30, 2012, did not include as a part of its financial information and operating data the "Comparison of Water Rates in the Columbia MSA" chart which compares the average monthly water bills for certain providers of water service within the Columbia Metropolitan Statistical Area. For further information regarding the City and the Columbia MSA, see Appendix B attached hereto. The City supplemented its annual reports and provided the necessary information through a corrective filing with the MSRB, made on November 12, 2013, which filing was linked to such of the City's bonds (and individual CUSIPs thereof) as were outstanding and subject to continuing disclosure at the time of such filing.

For the fiscal year ended June 30, 2013, the City filed its annual report, due on or before January 26, 2014 (Sunday), on January 27, 2014. For the fiscal year ended June 30, 2014, the City timely filed its annual report on January 23, 2015. For the fiscal year ended June 30, 2015, the City timely filed its annual report on January 22, 2016. For each of the fiscal years ended June 30, 2012 and 2013, the City filed a Notice of Late Filing on June 24, 2016, which filing was linked to such of the City's bonds (and individual CUSIPs) as were outstanding and subject to continuing disclosure at the time of such filing and for which an annual report is required to be filed with the MSRB no later than 210 days subsequent to the last day of the City's fiscal year.

In recent years there have been numerous rating actions reported by Moody's Investors Service ("Moody's") and S&P Global Ratings ("S&P") affecting several municipal bond insurance companies, some of which had insured or insure certain of the City's bonds. Due to widespread knowledge of these rating actions, material event notices have not previously been filed by the City in each instance. The City filed notice on October 28, 2016, with respect to Moody's change of Assured Guaranty Corp's rating from Aa3 to A3 in January 2013 and S&P's change of Assured Guaranty Corp's rating from AA+ to AA- in November 2011. The City filed notice on July 11, 2016, of S&P's change of Assured Guaranty Corp's rating from AA- to AA in March 2014.

The City's policy when it learns of incomplete or late filings is to take remedial action and provide this information immediately. In addition, the City has taken and is continuing to take certain steps to help identify and report events which may trigger continuing disclosure obligations pursuant to the Rule, including but not limited to, (1) increased education (including periodic training) and awareness by the City's finance staff of the importance of the Rule and continuing disclosure requirements provided thereby; (2) adoption of written policies and procedures related to continuing disclosure and the assignment by the City of its most senior finance staff member with responsibility for continuing disclosure; and (3) the City's review of potential market changes that might relate to the City's continuing disclosure requirements and engagement of advisors to help alert the City and its disclosure dissemination agent, DAC, to the same.

The City may modify from time to time, consistent with the Rule, the information provided to the extent necessary or appropriate in the judgment of the City, but: (1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the City; (2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of this Official Statement, after taking into account any amendments or interpretations of the Rule, as well as any changes in circumstances; and (3) any such modification does not materially impair the interest of the Holders or the beneficial owners, as determined by the trustee or nationally recognized bond counsel or by the approving vote of the Holders of a majority in principal amount of the Bonds then Outstanding at the time of the amendment. Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided. The City's continuing disclosure undertakings under the Continuing Disclosure Agreement will terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal of and interest on the 2018 Bonds.

So long as required, pursuant to Section 11-1-85, Code of Laws of South Carolina 1976, as amended, the City shall file with a South Carolina-based, central repository, if any, for availability in the secondary bond market, an annual independent audit within 30 days of its receipt and event specific information within 30 days of an event adversely affecting more than 5% of revenues of the City or the City's tax base. At present, there is no South Carolina-based, central repository.

MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE

In March 2014, the Securities and Exchange Commission ("SEC") announced the Municipalities Continuing Disclosure Cooperation Initiative ("MCDC"), pursuant to which municipal bond underwriters, issuers, and obligated persons were permitted to self-report possible violations involving materially inaccurate statements or omissions relating to prior compliance with the continuing disclosure obligations specified in the Rule. The SEC further announced that, to the extent an issuer meets the requirements of MCDC and the enforcement division of the SEC (the "Division") decided to recommend enforcement action against the issuer, the Division would recommend that the SEC accept a settlement from the issuer on favorable settlement terms, including the issuer's undertakings to establish appropriate policies, procedures and training regarding continuing disclosure obligations, comply with existing continuing disclosure undertakings, including updating past delinquent filings, disclose the settlement in future offering documents and cooperate with any subsequent investigations by the Division.

In April 2016, the City executed and submitted to the SEC an Offer of Settlement under MCDC, in which the City neither admitted nor denied the findings but agreed to cease and desist from future violations and proposed settlement terms consistent with those originally announced by the SEC in March 2014. By order dated August 24, 2016 (SEC Release No. 33-10143) ("Order"), a copy of which may be obtained from the SEC's website, the SEC accepted the City's Offer of Settlement and ordered the City to cease and desist from committing or causing any future violations of Section 17(a)(2) of the 1933 Act and comply with the following undertakings, which undertakings are consistent with those originally announced by the SEC in March 2014:

(1) within 180 days of the date of the Order, the City will establish appropriate written policies and procedures and periodic training regarding continuing disclosure obligations to comply with the federal securities laws, including the designation of an individual or officer at the City responsible for ensuring the City's compliance with such policies and procedures and responsible for implementing and maintaining a record (including attendance)

of such training;

(2) within 180 days of the date of the Order, the City will comply with existing continuing disclosure undertakings, including updating past delinquent filings;

(3) the City will disclose in a clear and conspicuous fashion the terms of the settlement described in the Order in any final official statement for an offering by the City within five years of the date of the Order;

(4) the City will certify, in writing, compliance with the undertakings set forth above, including certification no later than the one-year anniversary of the date of the Order and certifications made from time to time upon reasonable requests by the SEC staff for further evidence of compliance; and

(5) the City will cooperate with any subsequent investigation by the Division regarding the false statements and/or material omissions that were the subject of the Order, including the roles of individuals and/or other parties involved.

Consistent with the original announcement of MCDC by the SEC, the City is not subject to any civil or criminal penalty or fine arising from MCDC or the violations that were the subject of the Order. The City has been and remains fully committed to cooperating with the SEC's efforts to ensure continuing disclosure in an appropriate and timely manner in connection with its publicly traded bond issues.

MISCELLANEOUS

Ratings

Moody's and S&P have assigned the 2018 Bonds their municipal bond ratings of "[]" and "[]," respectively. Such ratings reflect only the views of Moody's and S&P and an explanation of the significance of such ratings may be obtained from Moody's at the following address: Moody's Investors Service, Inc., 7 World Trade Center at 250 Greenwich Street, New York, New York 10007 and for S&P at: Standard & Poor's Corporation, 55 Water Street, 38th Floor, New York, New York 10041. The City has furnished to Moody's and S&P certain information and materials respecting the City and the 2018 Bonds. Generally, Moody's and S&P base their ratings on such information and materials and on investigations, studies and assumptions furnished to and obtained and made by them. There is no assurance that such ratings will remain unchanged for any period of time or that it may not be revised downward or withdrawn entirely by Moody's or S&P, if in their judgment circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the 2018 Bonds.

Underwriting

The City has engaged PNC and Raymond James to act as co-senior managing underwriters for the 2018 Bonds. The City selected [] as the book runner for the 2018 Bonds. Siebert serves as co-manager on the 2018 Bonds.

PNC and PNC Bank, National Association are both wholly-owned subsidiaries of PNC Financial Services Group, Inc. PNC is not a bank, and is a distinct legal entity from PNC Bank, National Association. PNC Bank, National Association has banking and financial relationships with the City.

The 2018 Bonds are being purchased for reoffering by the Underwriters. The Underwriters have agreed, subject to certain conditions, to purchase the 2018 Bonds at a purchase price of \$[] (representing the par amount of the Bonds less an Underwriter's discount of \$[], [plus][less] [net] aggregate original issue [premium][discount] of \$[]).

The Underwriters may offer and sell the 2018 Bonds to certain dealers and others at a price lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed from time to time by the Underwriters.

Concluding Statement

All quotations from and summaries and explanations of provisions of laws of the State herein do not purport to be complete and are qualified in their entirety by reference to the official compilations thereof. All references to the 2018 Bonds and the determinations of the City Council relating thereto are qualified in their entirety by reference to the definitive forms of the 2018 Bonds and the Ordinance and to such determinations. All such summaries, explanations and references are further qualified in their entirety by reference to the exercise of sovereign police powers of the State and the constitutional powers of the United States of America, and to valid bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors.

Certain of the information set forth in the Official Statement and in the appendices hereto has been obtained from sources other than the City that are believed to be reliable but is not guaranteed as to accuracy or completeness.

The agreement between the City and the holders of the 2018 Bonds is fully set forth in the Ordinance and neither any advertisement for the 2018 Bonds nor this Official Statement is to be construed as constituting an agreement with the holders of the 2018 Bonds.

Anyone having questions should direct them to Jeffery M. Palen, Assistant City Manager for Finance and Economic Services and Chief Financial Officer, City of Columbia, 1737 Main Street, Columbia, South Carolina 29201, and telephone 803.545.4308.

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The delivery of this Official Statement and its use in connection with the sale of the 2018 Bonds has been duly authorized by the City.

CITY OF COLUMBIA, SOUTH CAROLINA

Stephen K. Benjamin, Mayor

APPENDIX A**PORTION OF COMPREHENSIVE ANNUAL FINANCIAL REPORT
OF THE CITY FOR FISCAL YEAR ENDED JUNE 30, 2017**

APPENDIX B

GENERAL INFORMATION REGARDING THE CITY OF COLUMBIA

Population

The population of the City, Lexington County, Richland County and the Columbia Metropolitan Statistical Area (“Columbia MSA”) for the preceding five decades and estimates for calendar year 2017 are set forth in the following table:

<u>Year</u>	<u>City</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>Columbia MSA</u>
1970	113,542	89,012	233,868	322,880
1980	101,229	140,353	269,735	409,953
1990	103,477	167,611	285,720	453,932
2000	116,278	216,014	320,677	647,158
2010	129,272	262,391	384,504	767,598
2017 [†]	134,309 [†]	290,642 [†]	411,592 [†]	825,033 [†]

Source: U.S. Department of Commerce, Bureau of the Census.

[†]Estimated, subject to adjustment

Per Capita Income

The following table shows the per capita income in Lexington County, Richland County and the State for the past five calendar years, for which information is available:

<u>Year</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>State</u>
2012	\$37,363	\$37,811	\$35,244
2013	37,982	38,346	35,287
2014	39,771	38,811	36,860
2015	41,764	41,025	38,302
2016	42,843	42,245	39,517

Source: U.S. Bureau of Economic Analysis

Median Family Income

Median family income statistics are available only as combined figures for the Columbia MSA made up of Lexington, Richland, Calhoun, Fairfield, and Saluda counties. The median family income for the Columbia MSA for the last five calendar years, for which information is available, is shown in the following table. Median family income figures for the State and United States are shown for comparison purposes.

<u>Year</u>	<u>Columbia MSA</u>	<u>State</u>	<u>United States</u>
2012	\$64,500	\$55,800	\$65,000
2013	60,400	55,000	64,400
2014	58,000	54,300	63,900
2015	64,700	55,500	65,800
2016	64,100	56,100	65,700

Source: U.S. Department of Urban Development, Economic and Market Analysis Division.

Unemployment Rate

The average unemployment rates in the City, Lexington County, Richland County, the State and the United States for each of the last five calendar years, for which information is available, is set forth in the following table:

<u>Year</u>	<u>City</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>State</u>	<u>United States</u>
2013	7.4%	5.8%	6.9%	7.6%	7.4%

2014	6.5	5.1	6.0	6.5	6.2
2015	6.5	4.9	5.7	6.0	5.3
2016	5.3	4.0	4.7	5.0	4.9
2017	4.5 [†]	3.5 [†]	4.1 [†]	4.3	4.3

Source: U.S. Department of Labor, Bureau of Labor Statistics

[†]Preliminary, subject to adjustment

The monthly unemployment rates in the City, Lexington County, Richland County, the State and the United States for the last 12 months, for which information is available, is set forth in the following table:

<u>Month</u>	<u>City</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>State</u>	<u>United States</u>
February 2017	4.8%	3.8%	4.4%	4.6%	4.9%
March 2017	4.4	3.4	3.9	4.0	4.6
April 2017	3.8	3.0	3.5	3.7	4.1
May 2017	4.0	3.1	3.6	3.8	4.1
June 2017	4.9	3.6	4.2	4.4	4.5
July 2017	4.9	3.6	4.2	4.5	4.6
August 2017	5.0	3.9	4.6	4.8	4.5
September 2017	4.1	3.4	3.9	4.2	4.1
October 2017	4.1	3.4	4.0	4.2	3.9
November 2017	4.4	3.5	4.1	4.0	3.9
December 2017	4.7 [†]	3.7 [†]	4.3 [†]	4.2	3.9
January 2018	5.4 [†]	4.2 [†]	5.0 [†]	5.0	-

Source: U.S. Bureau of Labor Statistics

[†]Preliminary, subject to adjustment

Retail Sales

The following table shows retail sales of businesses located in Lexington County, Richland County and the City for the last fiscal calendar years, for which information is available:

<u>Fiscal Year</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>City</u>
2012	\$10,020,668,349	\$10,534,410,062	\$4,975,751,464
2013	10,653,377,005	10,796,020,131	5,238,086,906
2014	10,692,792,351	10,939,040,895	5,379,848,426
2015	12,277,626,168	10,616,492,430	4,781,690,279
2016	15,315,151,929	11,299,456,248	5,272,281,860

Source: South Carolina Department of Revenue

Construction Activity

The growth of the Columbia MSA is reflected in the following table showing the number of new commercial and residential units constructed in the City and the approximate cost of those units in the last five fiscal years for which information is available:

<u>Fiscal Year Ended June 30</u>	<u>Commercial</u>		<u>Residential</u>	
	<u>Number of Units</u>	<u>Estimated Commercial Costs</u>	<u>Number of Units</u>	<u>Estimated Residential Costs</u>

2013	33	\$29,167,670	226	\$33,847,371
2014	19	87,236,042	178	35,203,257
2015	32	96,485,135	629	118,450,921
2016	34	78,078,051	179	31,824,601
2017	31	107,273,675	316	67,337,325

Source: City of Columbia, Planning and Development Services, Permits

Commerce and Industry

State and federal payrolls are major sources of employment and income for residents of the County. The County has experienced considerable expansion of Federal, State, and the County facilities. A prior example of governmental investment in the County includes completion by the Federal government of a \$32 million, 250,000 square foot National Advocacy Center located on the campus of the University of South Carolina in Columbia. Its primary mission is to train the nation's prosecutors and litigators. An estimated 10,000 students attend one-to-two week-long continuing education programs at the Center.

University of South Carolina. The University of South Carolina's ("USC") main campus is located in downtown Columbia. USC, along with the USC Development Foundation, the City and the University Neighborhood Association collaborated to develop the Inn at USC, a state-of-the-art hotel with 117 rooms, including several two-room suites, three deluxe suites with fireplaces, and spacious meeting and seminar rooms. The Inn at USC joined the Wyndham Hotel Group in August 2012 and is now known as the Inn at USC Wyndham Garden Columbia. The Inn is the first Wyndham Garden hotel in South Carolina. The Inn at USC Wyndham Garden Columbia is adjacent to, and services the National Advocacy Center. Marriott purchased and renovated another hotel on USC's Columbia campus. The Courtyard Marriott opened in 2007, with 189 rooms, 16 suites, and three meeting rooms with a capacity of 600.

USC's main campus is home to the Colonial Life Arena—the largest arena in the State with 18,000 seats, and the tenth-largest on-campus basketball facility in the nation. This one-of-a-kind facility features 41 luxury suites, four entertainment suites, and a full-service hospitality room with capacity for 300. Also located on USC's main campus is the Strom Thurmond Wellness and Fitness Center and the Greek Village, which consists of 20 residential housing units, each accommodating 35 to 40 resident students. Located on a 29-acre tract along the Congaree River near downtown Columbia is the USC baseball stadium built in 2009 with a seating capacity of 8,242.

USC formed a public/private partnership with partners in business and government to build a 500-acre research campus called "Innovista" in downtown Columbia for research on hydrogen and other technologies. Innovista facilities consist of the Arnold School of Public Health and two research complexes: Horizon Center and Discovery Plaza. The Arnold School of Public Health, situated on a \$22 million, 104,860-square-foot facility, is the only school of public health in the State. Students become equipped to receive master's and doctoral degree programs in public health, medicine, pharmacy, environment, kinesiology, physical therapy and health systems management. The exercise science program is ranked one of the top five nationally. Horizon I contains 125,000 square feet of dry lab and wet lab space, and is home to the National Science Foundation Industry/University Cooperative for Fuel Cell Research. Discovery Plaza I houses a wet lab with vivarium lab for USC biomedical scientists. The second building in each complex will be for private tenants and their research teams, working on projects related to those of the USC researchers, and each complex will have its own attached parking deck. Horizon II is a privately developed, five-story, 110,000-square-foot office/dry lab building, currently under construction. Discovery II is in the design and programming phase. Tenants will include private-sector firms and governmental units with collaborative USC research relationships. Innovista provides walking and bike paths tying its buildings and parking to Riverfront Park, the USC baseball stadium, and the Strom Thurmond Wellness & Fitness Center. The total investment for the first phase of construction was approximately \$140 million, with the total investment in Innovista expected to reach \$250 million at completion. The new, 250,000 square-foot, \$90 million, Darla Moore School of Business, also located in Innovista, opened for classes for the Fall 2014 semester.

In May 2017, the USC School of Law, located in downtown, opened its new \$80 million, 187,500 square-foot facility at Bull and Gervais streets. The building features 17 classrooms, ranging in size from 20 to 95 seats, and two realistic courtrooms, including one that also can be used as a 300-seat auditorium. The new School of Law anchors a legal corridor along the north edge of the campus and comprises the school's Children Law Center, the National Advocacy Center, and the South Carolina's State House and Supreme Court.

The 60,000 square-foot, \$26 million Alumni Center, located in the Vista, opened in the summer of 2015 and is a place for alumni engagements and to celebrate life's milestones.

USC began construction in early 2014 behind the Carolina Coliseum of a private, resort-style student housing development including a six-story, 919-bed apartment complex, 650 Lincoln. The complex, which opened in 2016, includes one-, two- and four-bedroom apartments, as well as studio apartments, a fitness center, volleyball court, a pool, and other high-end amenities. As part of the project, a dining facility, parking garage and classrooms will be built behind the new Moore Business School. A portion of the complex is complete and students have moved in, while other sections have been delayed by a few months.

Downtown Columbia. Columbia Marriott located on Main Street in Downtown Columbia invested approximately \$12 million in renovations to its facilities. A new restaurant concept was a main focus of the renovations, which included updates to all guest rooms and suites and a broad transformation throughout the lobby, the concierge lounge, and the hotel's 27,000-square-feet of meeting space.

In January 2018, the Hunter-Gatherer Brewery opened in Columbia's historic Depression-era Curtiss-Wright hangar at Jim Hamilton-L.B. Owens Airport. The hangar underwent a complete renovation and re-opened as a craft brewery owned and operated by Hunter Gatherer. The brewery takes up the entire 13,000-square-foot hangar and includes a tap room, event space, an open-to-the-public brewery and an observation deck overlooking the commuter airport near Rosewood Drive. The hangar has hosted the likes of World War II hero Jimmy Doolittle and aviation legend Amelia Earhart.

In November 2017, the City announced two new projects. The first project, known as the Azurest at Heritage Creek, will be located in the City's northern area. The project is a mixed-use development of commercial, residential and retail space to include single- and multi-family housing, retail and recreation to 80, currently-undeveloped, acres. The development is expected to include more than 100 homes, a senior assisted-living facility, a school, boutique shops, medical clinics, and restaurants.

The second project is a Community and Resource Training Center, which is scheduled to be completed in 2018. Once completed, the facility will feature a large community center with a conference room, recreation area and a police substation with state-of-the-art technology. A second phase of construction is anticipated to start later in 2018 and will include walking trails, a playground and public plazas.

Downtown Columbia's 1600 block of Main Street continues its transformation. Anchored by early adopters Mast General and the Nick Theater, the block now contains a yoga studio, wine parlor, event venue, vegan restaurant, boutique cigar store, specialty ice cream shop, bowling alley, and a web development company. In addition to the numerous retail establishments, restaurants, and businesses, Main Street is also home to Soda City and Famously Hot New Year's celebration. Soda City is Columbia's Main Street Farmers Market open every Saturday from 9am – 1 pm, year round. Soda City offers visitors the opportunity to shop for gifts, fresh produce, locally-sourced fresh and prepared food, and craft items. Columbia's Famously Hot New Year's Celebration is South Carolina's largest New Year's Eve event, hosted on Main Street. Started in 2011, Famously Hot New Year is a free, outdoor celebration that draws a diverse, all-ages crowd of tens of thousands of guests—from 48 states and 11 countries—to downtown Columbia, S.C.

Spirit Communications Park ("Park") opened in April 2016. It is a state-of-the-art multi-use sports and entertainment venue situated in "The Commons at Bull Street" in Downtown Columbia. The Park, which hosted its first game in April 2016, is home to the Columbia Fireflies, an affiliated Minor League Baseball team. The Park was named the 2016 Ballpark of the Year by Ballpark Digest. The Park will anchor various projects at The Commons at Bull Street. The baseball team has approximately 550 part-time and 35 full-time employees. The Park seats approximately 8,000 fans for baseball games and 14,000 for concerts.

The Commons at Bull Street is a 181-acre, planned development intending to provide a live-work-play community in the City's downtown. The first phase of development includes The First Base (office) Building and the anticipated opening of Bone-In Barbeque in April 2018. The 196-unit Merrill Gardens, senior-living community and 28 residential townhomes are each under construction. The historic Bakery at Bull Street building is home to the SOCO cowork and event space. The Central Energy Facility is the future home of Downtown Church and plans are being formulated to locate a new USC Health Sciences campus on the Commons.

Station at Five Points Apartments is a new student housing complex including one, two, three, and four bedroom apartments, with numerous amenities, including electronic building access, study rooms, a 24-hour business center, community-wide high-speed Wi-Fi, media center, fire pit and grilling area, fitness center, pool, gaming room and golf simulator.

A new student housing project is currently in the construction phase for Downtown Columbia. University SC Tower, a private student housing project located a few blocks from the USC Horseshoe will feature 848 beds, five-bedroom suites, private parking and street-level retail. The latest entry into downtown's upscale student housing market will be two glass-covered towers 12-stories high, with a theater, fitness center and rooftop pool. It will be situated along Assembly, Pendleton and Park streets, across Assembly from the State House, with suites ranging from one- to five-bedrooms. Construction of the \$60 million, 435,000-square-foot complex is expected to be completed in 2018.

In August 2017, University of South Carolina trustees approved a \$460 million plan to transform the south side of USC's downtown Columbia campus into a 3,750-bed "Campus Village" student housing complex. The 18-acre site – bordered by Pickens, Heyward and Sumter streets – call for cast-stone or brick buildings of up to six stories, a 945-space parking garage, several courtyards, retail shops, a cafeteria and restaurants.

Vista. The City of Columbia, in cooperation with the County and neighboring Lexington County, constructed a 142,500 square-foot, state-of-the-art meeting and convention center in the downtown "Vista" area at a cost of \$40 million. The Columbia Metropolitan Convention Center is complemented by a 222-room, full service Hilton Convention Center Hotel, along with an adjacent 829-space parking garage serving the hotel, convention center and area businesses. Other major projects in the Vista area include renovation of the historic South Carolina Dispensary Warehouse for reuse as a Publix grocery store and townhouses, and the development of Canal Front Park along the Columbia Canal.

Residential projects in the Vista include Justice Square Town Homes, a 12-unit residential project. In addition, Renaissance Plaza Apartments provides live/work residential units, with 17 small storefronts and professional offices and 55 condominiums. The Canal Side development consists of 25 acres and 750 total units of single-family attached, detached and multi-family residential options, a central park area, open space adjacent to the Congaree River and Columbia Canal, and a limited amount of complementary retail and commercial space. In addition to the above, many businesses, including over 60 restaurants and bars, approximately 40 art galleries and specialty shops, hotels, banks, retail stores, and other office buildings have been or are currently under development in the Vista area.

The Vista offers various hotels and places to stay overnight, including the Courtyard Columbia Downtown at USC, the Hampton Inn Downtown Historic District, the Holiday Inn Express and Suites, the Sheraton Columbia Downtown, the Springhill Suites Columbia Downtown, Staybridge Suites, the Hyatt Place, and Aloft.

In February 2017, the new Aloft Hotel opened, bringing a new, unique boutique hotel option to the Vista. The five-story, 107 room hotel provides another contemporary and artsy offering for those looking to stay downtown providing easy walking access to most restaurants and the Convention Center. Aloft is a spinoff of the Starwood company's trendy W hotels.

In August 2016, Congaree Vista Guild announced the opening of four housing developments: The Apartments at Palmetto Compress, GreeneCrossing, ParkPlace, and 650 Lincoln, which all offer residents an urban environment convenient to the University of South Carolina, shops, restaurants, nightlife and more. These developments have added approximately 2,000 new residents to the population of Vista, and estimated to now include 5,000 residents, doubling the resident population in the Vista.

In March of 2015, Hyatt Place opened their new Columbia hotel downtown in the heart of the Vista. The hotel represents an \$18 million investment to the popular downtown hotel market, providing guests access to the most popular entertainment district in the City. The hotel features 130 guestrooms, a 24-hour gym with an indoor pool, and more than 2,000 square feet of flexible, high tech meeting space.

In and near the Vista are various museums and theatres, including the Columbia Museum of Art, the Historic Columbia Foundation, the South Carolina Confederate Relic Room and Military Museum, the South Carolina State Museum, the Koger for the Arts, EdVenture Children's Museum, and the Trustus Theatre.

In addition to the above, many businesses, including restaurants, hotels, banks, retail stores, apartments and other office buildings, have been or are currently under development in the Vista area.

Fort Jackson. Fort Jackson ("Fort") was established in 1917 and designated as a permanent post of the United States Army in 1940. The Fort is the largest and most active Initial Entry Training Center in the United States Army, providing training to 54% of the Army's Basic Combat Training load and 61% of the women who enter the Army each year. While some installations have experienced downsizing and closure in past years, Fort Jackson has added several new schools and training institutions since 1995 including the Army's Drill Sergeant; Master Fitness and Master Resiliency Schools; the Soldier Support Institute and their Adjutant General, Financial Management, Non-Commissioned Officers Academy, and Inter-Service Postal Training Activity; the National Center for Credibility Assessment; and the Armed Forces Chaplaincy Center and School training Army, Air Force, and Naval Chaplains. These schools and training institutions provide advance training to over 24,000 students.

More than 3,500 active duty soldiers and their 12,000 family members are assigned to the Fort. The Fort instructs more than 50,000 soldiers in basic training and advanced individual training each year. The Fort employs almost 3,500 civilians and provides services for more than 46,000 retirees and their family members. An additional 10,000 students attend courses at the Soldier Support Institute, Armed Forces Chaplaincy Center and School, National Center for Credibility Assessment and Drill Sergeant School am-malty.

Approximately 15,000 acres of the 52,000-acre base are licensed to the South Carolina Army National Guard, which operates the McGrady National Training Center. The McGrady National Training Center is responsible for training members of the SC Army National Guard and is the central training facility for Navy and Air Force Personnel assigned as Individual Augmentees.

The Fort also provides numerous support services for soldiers and their families, including the Moncreif Army Community Hospital ("Moncreif"), a 60-bed general medical and surgical hospital located on the base. Moncreif provides primary care, immunization services, lab services, radiology services, and behavioral health services to personnel and families assigned to Fort Jackson, the Shaw Air Force Base, along with thousands of military retirees living in the midlands area.

The Fort, annexed into the City in October 1968, has a significant economic impact on the midlands area, contributing approximately \$2.2 billion to the local economy. In addition, approximately 200,000 friends and family members visit the midlands area each year to attend basic training graduation activities, using local hotels, restaurants and shopping areas. The Fort encompasses more than 52,000 acres of land including over 100 ranges and field training sites and 1,160 buildings. Recent improvements include a Basic Combat Training star base, dual dining facility, Family Life and Resiliency Center, the 80 Regional Reserve Command and a Residential Communities Initiative which will result in the demolition and renovation of 640 new and 210 renovated homes for Army families.

Industries. In March 2018, Colite International, a world leader in full-service sign manufacturing, announced plans to invest \$2.5 million at its existing operations at 5 Technology Circle in Richland County. The investment will allow the purchase of state-of-the-art equipment to keep the company competitive in national and international markets.

In February 2018, Zeus Industrial Products, a leading polymer extrusion manufacturer and material science innovator, announced plans to expand its existing location in Calhoun County. The company's \$76 million investment is expected to create an additional 350 new jobs over the next several years. When the expansion is complete, the new facility will include approximately 148,000 square feet of manufacturing space. The expansion is

scheduled to be completed in 2019.

In January 2018, Tidewater Boats, a designer and manufacturer of premium saltwater boats, announced plans to grow its existing Lexington County operations. In order to accommodate the production of larger models, the company is investing \$8.3 million and creating 100 new jobs. The company will be constructing a new satellite facility at 1 Brickyard Road in Lexington, S.C. to produce its larger models. The site will allow for more modernized, streamlined production, while also freeing up space at Tidewater's original facility to expand production.

In December 2017, Nephron Pharmaceuticals Corporation, a manufacturer of sterile inhalation and 503B outsourcing medications, announced a \$12.5 million expansion to add 36,000 square feet of manufacturing space to its existing 400,000+ square foot facility in Saxe Gotha Industrial Park. The new investment is expected to create 125 new jobs. In 2011, the company announced plans to relocate its headquarters from Florida to South Carolina. Since announcing plans to relocate their headquarters, the company has invested more than \$320 million and currently employs 640 workers.

In November 2017, The Ritedose Corporation, a pharmaceutical products manufacturer, announced plans to invest \$10 million constructing a new 140,000 square foot facility within the Enterprise Industrial Campus of Midlands Technical College. The latest expansion is in addition to plans announced in 2014 to add 80,000 square feet to their existing 120,000 square foot facility, investing \$110 million and creating 65 new jobs. The Ritedose Corporation specializes in the production of inhalation products, eye drops, ear drops and oral liquids.

In November 2017, Woodfield Systems USA, a designer and manufacturer of bulk liquid and gas handling equipment, announced plans to establish a new manufacturing center in Richland County. In connection with these plans, the company intends to invest \$1.5 million and create 50 new jobs. The company's Richland County operations will produce loading arms, metering and process skids to support the loading and unloading of bulk tanker trucks and rail cars in the refined fuel, industrial and chemical and industrial HVAC markets.

In October 2017, Prysmian Group, a world leader in the telecom cables and systems industry, announced plans to expand its Lexington County facility, investing \$15 million and creating 30 new jobs within the next five years. Once the expansion is completed, Prysmian's Lexington County facility will be the company's top producer of fiber cable in the world.

In September 2017, Charter Nex, one of North America's leading independent producers of high-performance specialty films used in flexible packaging and other critical performance applications, announced plans to invest \$85 million and create 110 new jobs in connection with its proposed 140,000-square-foot facility to be constructed in the Carolina Pines Industrial Park.

In August 2017, Trane, a leading global provider of indoor comfort systems and services, announced plans to expand its existing operations with a capital investment of \$96 million and the creation of 700 new jobs. Trane currently has approximately 600 employees in South Carolina. The company's existing facility will increase in size by 680,000 square feet once the expansion is completed.

In May 2017, China Hengshi Foundation Company, a fiberglass fabric provider, announced plans to occupy a 111,000-square-foot facility located in the City. The company's new operations are expected to bring \$11.1 million in capital investment and lead to the creation of 48 new jobs. Founded in 2000, China Hengshi specializes in the research, development, production and marketing of a variety of fiber-weaving products for export around the world. Primarily used in wind turbine blades, the company's products are also used, for example, in space flight, aviation, construction, transportation, and environmental protection.

In April 2017, LulaRoe, a national clothing provider, announced plans to locate a new distribution center in Richland County. The project is expected to bring approximately \$35 million of new capital investment and create at least 1,000 new jobs over the next few years.

In March, 2017, a major aluminum cast plate manufacturer known throughout the world as Alimex, announced plans to establish a new facility in the midlands by bringing \$2 million in new capital investment and creating 27 new

jobs. Alimex will lease a new industrial building located in the City. Founded in Germany in 1970, Alimex supplies the worldwide metal distribution, machining and processing industry with high-precision aluminum cast plates.

In June 2016, China Jushi, a global manufacturer of fiberglass products, announced the location of their first U.S. manufacturing operation in the County, with an expectation to produce 80,000 tons of fiberglass annually. The first phase of the project is expected to bring \$300 million in capital investment and create 400 new jobs. Once completed, the project is expected to become the largest consumer of water and sewer service from the City.

In April 2016, IBM, USC and Flour Corporation held the ribbon currently for the Center for Applied Innovation. The Center will provide application services to both public and private sector organizations across North America with specialties in the areas of analytics and higher education industry solutions. As part of the initiative, the organizations will collaborate on tailored IT curriculums and advanced analytic techniques for personalized learning. The Center is expected to create at least 100 new jobs over the next five years.

In January 2016, Dominion Carolina Gas Transmission announced its plans to establish operations in Columbia, SC. Dominions new facility will incorporate 120,000 square feet of office space on a nine acre campus. This move comes on the heels of their acquisition of Carolina Gas Transmission from SCANA Corporation. Dominion is expected to invest \$10 million in its new facility as well as bring around 100 high wage paying jobs to the City.

In November 2015, General Information Services, Inc., one of the most experienced and largest background screening providers in the nation, announced its plans to expand with a new facility in the County. The company is investing more than \$2.7 million in the new facility, which is expected to generate 91 new jobs over five years.

In October 2015, Enstar Group Limited, a company that specializes in the acquisition and management of diversified business, announced that it had acquired Companion Property and Casualty Insurance Company and renamed it Sussex Insurance Company. Enstar is investing \$500,000 in its County operations, allowing the Sussex business to retain all existing 120 positions, as well as creating more than 50 new jobs over nine months.

In August 2015, Total Quality Logistics, a third-party logistics provider, announced its plans to establish logistics and sales operations in the County. The Company is investing \$565,000 in the facility, which opened on October 26, 2015, and expects to create 100 new jobs over five years.

The following table shows the ten largest industrial employers as of December 2017, located within the Columbia MSA, the type of business and their approximate number of employees:

<u>Name</u>	<u>Type of Business</u>	<u>Number of Employees</u>
SCANA Corporation	Utility	4,227
Michelin North America Inc.	Tire manufacturing	2,080
Westinghouse Electric Corp.	Nuclear fuel assemblies	1,200
Invista	Chemical products/preparation	1,100
House of Raeford	Poultry processing	857
International Paper Co.	Fine paper	675
Nephron Pharmaceuticals	Pharmaceuticals	640
McEntire Produce	Fresh Produce Processor	600
Square D/Schneider Electric	Industrial electrical controls	530
Sysco	Food processing	500

Source: Central SC Alliance & Columbia Regional Business Journal

The following table shows the largest non-industrial employers (other than the governmental entities described under “Government Employers” below) as of December 2017, located within the Columbia MSA, the type of business and their approximate number of employees:

<u>Name</u>	<u>Type of Business</u>	<u>Number of Employees</u>
Palmetto Health	Health Care	15,000
Blue Cross & Blue Shield of SC	Insurance	6,585
Lexington Medical Center	Healthcare	6,000
Amazon	Distribution Center	4,000
Allied Barton Security Services	Corporate Security	3,300
AT&T	Telecommunications	2,400
Providence Health	Healthcare	1,625
Dorn VA Medical Center	Healthcare	1,457
Wells Fargo	Banking	1,400
First Citizens Bank	Banking	1,313
Palmetto GBA	Finance & Insurance	1,300
Colonia Life	Finance & Insurance	1,140

Source: Central SC Alliance & Columbia Regional Business Journal

Government Employers

Governmental entities are the largest employers in the Columbia MSA. As the table below indicates, such governmental entities have historically provided a stable employment base. These entities include the State government, local governments (including the City), other federal government entities and local school districts. The table shown below provides a breakdown on employment by these entities for the Columbia MSA, as of December 2017:

<u>Name</u>	<u>Approximate Number of Employees</u>
State of South Carolina	25,246
University of South Carolina	8,500
Richland County School District 1	4,226
S.C. Department of Mental Health	3,798
Lexington County School District 1	3,550
Richland County School District 2	3,600
City of Columbia	2,523
Lexington County School District #5	2,354
Richland County Government	1,879
S.C. Department of Transportation	1,716
S.C. Department of Health and Environmental Control	1,623

Source: Central SC Alliance & Columbia Regional Business Journal

Facilities Located in the Columbia MSA

Transportation. Interstate Highways 20, 26, 77 and a network of U.S. and S.C. highways traverse the Columbia MSA. Rail service is provided by Southern Railway and CSX Transportation. Passenger service is available through Amtrak via “The Silver Star.” Nationwide freight service is available through approximately 50 motor freight lines regularly serving the City area. Intercity bus service is provided by Greyhound Lines, Inc.

The Columbia Metropolitan Airport (“Airport”), located in the unincorporated area of Lexington County, and approximately six miles southwest of the City’s central business district, is comprised of two runways, associated taxiways, an air traffic control tower, aviation fuel storage facilities, aircraft parking aprons, a passenger terminal building, air cargo buildings, general aviation hangars and terminals, support facilities for the U.S. Army Reserve, the aeronautical facilities of the South Carolina Aeronautics Commission, roads, grounds and public parking facilities; all of which are located on approximately 2,600 acres. Air operations are conducted on an 8,600-foot x 150-foot runway and an 8,000-foot x 150-foot runway. The passenger terminal features a two-level concourse for

common-use gates; a central food court within easy view of all gates; expanded airline ticket counter; baggage claim area; and a covered walkway between the terminal and parking lot. A multi-level parking structure and surface parking lots provide a combined 3,505 public parking spaces. The Airport serves more than 1.2 million passengers annually and processes more than 168,000 tons of air cargo. A 108-acre parcel of the Airport property has been designated as Foreign Trade Zone 127 by U.S. Customs. The Columbia Airport Enterprise Park is a 435-acre industrial park located on the Airport complex. The FAA Southern Region Airports Division awarded the Airport the 2005 Air Carrier Airport Safety Award. The Airport has hired and maintained a competent, trained staff of Airport rescue firefighters, maintenance technicians and operations coordinators.

The passenger airlines which currently serve the Airport are: American Airlines, Delta Air Lines, and United, which provide over 35 non-stop flights to 9 major airports and 8 destinations. The major air cargo companies serving the Airport include Delta, Mountain Air Cargo, Martinaire, Federal Express, and United Parcel Service (“UPS”).

The Airport is the site of UPS’ southeastern region Air/Ground Hub and Sortation Station for both its Next Day Air and Second Day Air package delivery services. Using its own funds, UPS constructed a package sortation building encompassing approximately 352,000 square feet on a 50-acre site near the Airport, which it purchased from the Airport. UPS is also leasing from the Airport a 35,000 square foot office building on a nine-acre site in CAE Park which houses the 200-person staff that reconciles and administers UPS’ system-wide COD delivery services. UPS is operating with a minimum of 20 daily jet freighter arrivals and 20 departures at the Airport.

In June 2017, the Airport completed the process of transforming five acres of Airport property to a 4,320 solar farm, the first solar farm at an airport in the state of South Carolina. CAE dedicated \$60 million to implement environmentally-friendly projects as a part of their Enhanced Construction Opportunities Program. The solar farm is located between two runways and can produce enough energy to power 225 homes. The new solar farm is expected to save the Airport approximately \$250,000 a year.

Medical and Health Services. There are eight hospitals located within the Columbia MSA, two of which are federal facilities (William J. Dorn Veterans Hospital and Moncrief Army Hospital). Furthermore, there are five psychiatric hospitals and approximately 100 licensed nursing homes and community residential care facilities in the Columbia MSA. In January 2006, Palmetto Health Heart Hospital located at the Richland County campus opened its doors, becoming the most advanced, state-of-the-art cardiac care facility in the area. Serving patients from the midlands and all over central South Carolina, the \$80 million, 200,000 square-foot hospital is the State’s only freestanding facility dedicated entirely to the prevention, diagnosis and treatment of cardiovascular diseases. Built specifically to meet the needs of the patients, there is a fluid transition between heart procedures and patient rooms. This unique building offers patients and visitors a comfortable and soothing experience complete with waterfalls and landscaped courtyards, and a view of the outside from each of the patient rooms. Attached to the Heart Hospital is a 100,000 square-foot medical office building which enables physicians and clinical staff to spend more time caring for the patients. To provide an unparalleled level of individualized care for residents of South Carolina, the hospital includes: 124 private inpatient beds; Cardiovascular Intensive Care Unit; Critical Care Unit; Cardiac Diagnosis; Cardiac Cath and Electrophysiology labs; Cardiac Rehabilitation Program; Pulmonary Rehabilitation Program; Telemetry Units; labs and diagnostic test areas; landscaped atriums; 700-car parking garage; gift shop; and specialty coffee cart. Palmetto Health completed several renovation projects at its Baptist and Richland Memorial campuses. Palmetto Health Baptist Parkridge (“Parkridge”), located in the northwest portion of the City, is Palmetto Health’s newest full-service community hospital offering state-of-the-art inpatient, surgical, medical and emergency care. The Parkridge facility includes 76 in-patient beds, an intensive care unit, a labor and delivery unit and newborn nursery, six operating rooms and diagnostic and treatment services, which include imaging, laboratory, pharmacy and more. Additional services are planned for Parkridge, including non-invasive cardiology, neurosurgery orthopedics, and outpatient rehabilitation.

Financial Institutions. The Columbia MSA serves as the chief financial center of the State. According to the Federal Deposit Insurance Corporation, as of June 30, 2017, there were 192 branches of commercial banks and savings institutions in the Columbia MSA, with deposits at all financial institutions totaling \$19,942,997.

Utilities. Electricity for industrial, residential and commercial consumption is provided by SCE&G, Tri-County Cooperative, Inc., Mid-Carolina Electric Cooperative, Inc. and Fairfield Electric Cooperative, Inc. Natural gas is

provided by SCE&G. Water and sewer service is provided by the City inside the City limits, as well as to portions of Richland and Lexington Counties.

The Midlands region has attracted interest from multiple utility-scale solar farm developers. Since 2015, the development of more than 100 MW of utility-scale solar farms have been announced in Saluda, Calhoun and Lexington Counties. One megawatt of solar energy is enough to provide inexpensive, secure, clean energy to approximately 200 homes.

Recreation. The Columbia MSA offers many opportunities for recreation and leisure activities. The Columbia Museum of Art is South Carolina's premier international art museum with extraordinary collections of European and American fine and decorative art that span centuries. The South Carolina State Museum is the largest museum in South Carolina, located in America's first electric-powered textile mill with extensive exhibits in the disciplines of art, science and technology, cultural history and natural history. There are 12 art and historical museums in the area. The Town Theatre is the oldest, continuously operating community theatre in the U.S. and is listed on the National Register of Historical Places. The theatre provides live community theatre performances throughout the year with emphasis on musicals, comedies and youth productions. EdVenture Children's Museum, the South's largest children's museum at 67,000 square feet, is the home of Eddie, the world's largest child, along with hundreds of interactive exhibits to inspire children to experience the joy of learning. The Riverbanks Zoological Park, ranked among the top ten zoos in the nation, is home for more than 2,000 animals housed within naturalistic exhibits and a botanical garden. Riverbanks Zoo and Garden is committed to the conservation of wildlife, to the audience's education of natural history, and to the enhancement of the quality of life in its community through the provision of high-quality recreational opportunities. The University of South Carolina and other area universities and colleges offer a wide range of sports activities for both spectators and participants. Lake Murray, a 50,000-acre man-made lake with more than 500 miles of shoreline, includes limitless opportunities for fishing, camping, boating, sailing and skiing, as well as residential sites for single-family and multi-family development. Congaree National Park, located in southeast Richland County, less than 30 minutes from downtown Columbia, offers more than 20,000 federally-designated wilderness acres that visitors can explore by foot, kayak, or canoe. The park preserves one of the largest tracts of old growth bottomland hardwood forest left in the United States. Moreover, the lush trees growing in its floodplain forest are some of the tallest in the Eastern United States, forming one of the highest temperate deciduous forest canopies remaining in the world.

Public Schools. There were approximately 52,210 pupils enrolled in public schools in Richland County and approximately 58,103 enrolled in the public school system in Lexington County for the 2017-2018 school year (as of October 2017). All public schools are fully accredited and all teachers fully certified by the South Carolina Department of Education.

Higher Education. There are eight main institutions of higher education in the Columbia MSA, the largest being the main campus of the University of South Carolina with a Fall 2017 enrollment of 34,731. The table below lists these institutions and their Fall 2017 enrollment:

<u>College/University</u>	<u>Enrollment</u>
University of South Carolina (Columbia Campus)	34,731
Midlands Technical College	10,625
Benedict College	2,090
Southern Wesleyan University	1,688
South University	1,134
Columbia College	1,513
Columbia International University	943
Allen University	590

Source: South Carolina Commission on Higher Education

Midlands Technical College ("MTC") is a comprehensive, multi-campus, two-year college serving the primary region of Richland, Lexington and Fairfield counties. One of South Carolina's largest two-year colleges, MTC enrolls students seeking to develop career skills or transfer to a four-year institution. MTC employs approximately

600 permanent faculty and staff and approximately 400 adjunct faculty. More than three-quarters of MTC's faculty holds a master's degree or doctorate degree in their teaching field. MTC offers approximately 100 associate degrees, diploma and certificate programs of study, and an estimated 70% of the courses are in the career program area. MTC is comprised of six campuses – Airport, Batesburg-Leesville, Beltline, Fairfield, Harbison, and the 100-acre Northeast Campus which contains MTC's Enterprise Campus and Center of Excellence for Technology. MTC also has a teaching location at the Fort that serves enlisted personnel and civilians. MTC's Continuing Education Division provides continuing education opportunities to more than 30,000 individuals annually and is one of the largest providers of noncredit professional upgrade training of any two-year college in the State. MTC is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools and is part of the South Carolina Technical College System.

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE

APPENDIX D
FORMS OF OPINIONS OF CO-BOND COUNSEL

[Letterhead of McNair Law Firm, P.A.]
June [], 2018

City Council of the
City of Columbia, South Carolina
Columbia, South Carolina

\$50,000,000*
CITY OF COLUMBIA, SOUTH CAROLINA,
WATERWORKS AND SEWER SYSTEM REVENUE BONDS,
SERIES 2018

We have acted as bond counsel to the City of Columbia, South Carolina (the “City”), in connection with the issuance of the City’s \$50,000,000* Waterworks and Sewer System Revenue Bonds, Series 2018 (“2018 Bonds”). In such capacity, we have examined such law and such certified proceedings, certifications and other documents as we have deemed necessary to render this opinion.

The 2018 Bonds are issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina (the “State”), including particularly Article X, Section 14(10) of the South Carolina Constitution; Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended (the “Act”); and 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 supplemented, including as amended and supplemented particularly by Twelfth Supplemental Ordinance No. 2018-012 of the Council enacted on May [], 2018 (the “Supplemental Ordinance”). The General Bond Ordinance and the Supplemental Ordinance are sometimes collectively referred to as the “Bond Ordinances.”

The 2018 Bonds are being issued for the purposes of (i) improving and enlarging the Waterworks and Sewer System of the City (as described in Schedule I of the Supplemental Ordinance); and (ii) paying the Cost of Issuance (as defined in the Bond Ordinances) of the 2018 Bonds.

The 2018 Bonds are subject to optional and mandatory redemption prior to maturity as contemplated by the Bond Ordinances.

The 2018 Bonds are immobilized in the custody of The Depository Trust Company, New York, New York (“DTC”), and a book entry system is being used to evidence ownership and transfer on the records of DTC and its participants.

Regarding questions of fact material to our opinion, we have relied on the representations of the City contained in the Bond Ordinances and the Federal Tax Certificate of the City dated the date hereof, and in the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation. We have assumed that all signatures on documents, certificates and instruments examined by us are genuine, all documents, certificates and instruments submitted to us as originals are authentic and all documents, certificates and instruments submitted to us as copies conform to the originals. In addition, we have assumed that all documents, certificates and instruments relating to the issuance of the 2018 Bonds have been duly authorized, executed and delivered by all parties thereto other than the City, and we have further assumed the due organization, existence and powers of such other parties other than the City.

As bond counsel, we have been retained solely for the purpose of examining the validity and legality of the 2018 Bonds and of rendering the specific opinion herein stated and for no other purpose. We have not acted as a municipal advisor (within the meaning of Section 15B of the Securities Exchange Act of 1934) to the City in connection with the execution and delivery of the Bonds. We have not verified the accuracy, completeness or fairness of any representation or information concerning the business or financial condition of the City in connection with the sale of the 2018 Bonds. Accordingly, we express no opinion on the completeness, fairness or adequacy of any such representation or information.

We refer you to the 2018 Bonds and the Bond Ordinances for a further description of the 2018 Bonds, the purposes for which the 2018 Bonds are issued, the uses of the proceeds from the sale of the 2018 Bonds and the

security therefor.

Based on the foregoing, we are of the opinion that, under existing law:

1. The City is validly existing as a body politic and corporate of the State with the power to enact the Bond Ordinances, perform the agreements on its part contained therein and issue the 2018 Bonds.

2. The Bond Ordinances have been duly enacted by the Council and constitute valid and binding obligations of the City enforceable against the City.

3. The 2018 Bonds have been duly authorized and executed by the City and are valid and binding limited obligations of the City payable solely from and secured equally and ratably by a pledge of and a lien on the Net Revenues (as defined in the General Bond Ordinance) derived by the City from the operation of its waterworks and sewer system (the "System"), on a parity with the pledges of Net Revenues securing the Bonds of 2009, the Bonds of 2010, the Bonds of 2011, the Bonds of 2012, the Bonds of 2013, and the Bonds of 2016 (each as defined in the Supplemental Ordinance). Under the General Bond Ordinance the City may, under certain terms and conditions, issue Bonds (as defined in the General Bond Ordinance) on a parity with the 2018 Bonds.

4. Interest on the 2018 Bonds is excludable from gross income for federal income tax purposes under existing statutes, regulations and court decisions, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. The opinion set forth in the preceding sentence is subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the 2018 Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The City has covenanted to comply with the requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the 2018 Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the 2018 Bonds.

5. Under the laws of the State, the 2018 Bonds and the interest thereon are presently exempt from all taxation in the State, except for estate or other transfer taxes. It should be noted, however, that Section 12-11-20, Code of Laws of South Carolina 1976, amended, imposes on every bank engaged in business in the State a fee or franchise tax computed on the entire net income of such bank which includes interest paid on the 2018 Bonds.

The rights of the owners of the 2018 Bonds and the enforceability of the 2018 Bonds and the Bond Ordinances are limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

We express no opinion herein regarding the accuracy, adequacy or completeness of the Official Statement relating to the 2018 Bonds. Further, we express no opinion regarding tax consequences arising with respect to the 2018 Bonds other than as expressly set forth herein.

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.

Very truly yours,

McNAIR LAW FIRM, P.A.

[Letterhead of Johnson, Toal & Battiste, P.A.]
June [], 2018

City Council of the
City of Columbia, South Carolina
Columbia, South Carolina

\$50,000,000*
CITY OF COLUMBIA, SOUTH CAROLINA,
WATERWORKS AND SEWER SYSTEM REVENUE BONDS,
SERIES 2018

We have acted as bond counsel to the City of Columbia, South Carolina (the “City”), in connection with the issuance of the City’s \$50,000,000* Waterworks and Sewer System Revenue Bonds, Series 2018 (the “2018 Bonds”). In such capacity, we have examined such law and such certified proceedings, certifications and other documents as we have deemed necessary to render this opinion.

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The 2018 Bonds are being issued for the purposes of (i) improving and enlarging the Waterworks and Sewer System of the City (as described in Schedule I of the Supplemental Ordinance); and (ii) paying the Cost of Issuance (as defined in the Bond Ordinances) of the 2018 Bonds.

The 2018 Bonds are subject to optional and mandatory redemption prior to maturity as contemplated by the Bond Ordinances.

The 2018 Bonds are immobilized in the custody of The Depository Trust Company, New York, New York (“DTC”), and a book entry system is being used to evidence ownership and transfer on the records of DTC and its participants.

Regarding questions of fact material to our opinion, we have relied on the representations of the City contained in the Bond Ordinances, and in the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation. We have assumed that all signatures on documents, certificates and instruments examined by us are genuine, all documents, certificates and instruments submitted to us as originals are authentic and all documents, certificates and instruments submitted to us as copies conform to the originals. In addition, we have assumed that all documents, certificates and instruments relating to the issuance of the 2018 Bonds have been duly authorized, executed and delivered by all parties thereto other than the City, and we have further assumed the due organization, existence and powers of such other parties other than the City.

As bond counsel, we have been retained solely for the purpose of examining the validity and legality of the 2018 Bonds and of rendering the specific opinion herein stated and for no other purpose. We have not acted as a municipal advisor (within the meaning of Section 15B of the Securities Exchange Act of 1934) to the City in connection with the execution and delivery of the Bonds. We have not verified the accuracy, completeness or fairness of any representation or information concerning the business or financial condition of the City in connection with the sale of the 2018 Bonds. Accordingly, we express no opinion on the completeness, fairness or adequacy of any such representation or information.

We refer you to the 2018 Bonds and the Bond Ordinances for a further description of the 2018 Bonds, the purposes for which the 2018 Bonds are issued, the uses of the proceeds from the sale of the 2018 Bonds and the

security therefor.

Based on the foregoing, we are of the opinion that, under existing law:

1. The City is validly existing as a body politic and corporate of the State with the power to enact the Bond Ordinances, perform the agreements on its part contained therein and issue the 2018 Bonds.

2. The Bond Ordinances have been duly enacted by the Council and constitute valid and binding obligations of the City enforceable against the City.

3. The 2018 Bonds have been duly authorized and executed by the City and are valid and binding limited obligations of the City payable solely from and secured equally and ratably by a pledge of and a lien on the Net Revenues (as defined in the General Bond Ordinance) derived by the City from the operation of its waterworks and sewer system (the "System"), on a parity with the pledges of Net Revenues securing the Bonds of 2009, the Bonds of 2010, the Bonds of 2011, the Bonds of 2012, the Bonds of 2013, and the Bonds of 2016 (each as defined in the Supplemental Ordinance). Under the General Bond Ordinance the City may, under certain terms and conditions, issue Bonds (as defined in the General Bond Ordinance) on a parity with the 2018 Bonds.

The rights of the owners of the 2018 Bonds and the enforceability of the 2018 Bonds and the Bond Ordinances are limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

We express no opinion herein regarding the accuracy, adequacy or completeness of the Official Statement relating to the 2018 Bonds. Further, we express no opinion regarding tax consequences arising with respect to the 2018 Bonds.

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.

Very truly yours,

JOHNSON, TOAL & BATTISTE, P.A.

APPENDIX E

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (“Disclosure Agreement”), dated as of June [], 2018, 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.

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

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

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

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

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report, 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, Voluntary Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the Repositories 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 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.

“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.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic

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

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

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

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

"Notice Event" means an event listed in Sections 4(a) of this Disclosure Agreement.

"Official Statement" means that Official Statement prepared by the Issuer in connection with its \$50,000,000* Waterworks and Sewer System Revenue Bonds, Series 2018, as listed on Appendix A.

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

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

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, not later than 30 days prior to the Annual Filing Date. Promptly on 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 following the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2018. 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). On such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification) no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Notice Event as described in Section 4(a)(12) has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

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

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall 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) on receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
- (iii) on receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
- (iv) on receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - 1. Principal and interest payment delinquencies;
 - 2. Non-Payment related defaults, if material;
 - 3. Unscheduled draws on debt service reserves reflecting financial difficulties;
 - 4. Unscheduled draws on credit enhancements reflecting financial difficulties;
 - 5. Substitution of credit or liquidity providers, or their failure to perform;
 - 6. Adverse tax opinions, IRS notices or events affecting the tax status of the security;
 - 7. Modifications to rights of securities holders, if material;
 - 8. Bond calls, if material, and tender offers;
 - 9. Defeasances;
 - 10. Release, substitution, or sale of property securing repayment of the securities, if material;
 - 11. Rating changes;
 - 12. Bankruptcy, insolvency, receivership or similar event of the obligated person;
 - 13. Merger, consolidation, or acquisition of the obligated person, if material; and
 - 14. Appointment of a successor or additional trustee, or the change of name of a trustee, if material;

- (v) on 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) on receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:
 - 1. amendment to continuing disclosure undertaking;
 - 2. change in obligated person;
 - 3. notice to investors pursuant to bond documents;
 - 4. certain communications from the Internal Revenue Service;
 - 5. secondary market purchases;
 - 6. bid for auction rate or other securities;
 - 7. capital or other financing plan;
 - 8. litigation/enforcement action;
 - 9. change of tender agent, remarketing agent, or other on-going party;
 - 10. derivative or other similar transaction; and
 - 11. other event-based disclosures;
- (vii) on receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:
 - 1. quarterly/monthly financial information;
 - 2. change in fiscal year/timing of annual disclosure;
 - 3. change in accounting standard;
 - 4. interim/additional financial information/operating data;
 - 5. budget;
 - 6. investment/debt/financial policy;
 - 7. information provided to rating agency, credit/liquidity provider or other third party;
 - 8. consultant reports; and
 - 9. other financial/operating data;
- (viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means

of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date on 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.

(a) 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 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.

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

SECTION 4. Reporting of Notice Events.

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

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;
13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

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

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

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

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited

Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Dissemination Agent to so advise the Issuer shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. 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 Reports.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds on 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 on 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, on thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. On termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated in this Disclosure Agreement.

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 on 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 on 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:	\$50,000,000* Waterworks and Sewer System Revenue Bonds, Series 2018
Date of Issuance:	June [], 2018
Date of Official Statement:	May [], 2018
CUSIP Number:	198504

EXHIBIT B
NOTICE TO REPOSITORIES 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:	\$50,000,000* Waterworks and Sewer System Revenue Bonds, Series 2018
Date of Issuance:	June [], 2018
Date of Official Statement:	May [], 2018

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement, dated as of June [], 2018, 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 material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, 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 obligated person;
14. ☐ Merger, consolidation, or acquisition of the obligated person, if material; and
15. ☐ Appointment of a successor or additional trustee, or the change of name of a trustee, if material.
16. ☐ 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: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100

Date: _____

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

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, 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 Voluntary Event Disclosure (Check One):

1. ☐ amendment to continuing disclosure undertaking;
2. ☐ change in obligated person;
3. ☐ notice to investors pursuant to bond documents;
4. ☐ certain communications from the Internal Revenue Service;
5. ☐ secondary market purchases;
6. ☐ bid for auction rate or other securities;
7. ☐ capital or other financing plan;
8. ☐ litigation/enforcement action;
9. ☐ change of tender agent, remarketing agent, or other on-going party;
10. ☐ derivative or other similar transaction; and
11. ☐ other event-based disclosures.

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

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100

Date: _____

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, 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 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: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100

Date: _____

EXHIBIT D

FORM OF CONTINUING DISCLOSURE AGREEMENT

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (“Disclosure Agreement”), dated as of June [], 2018, 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.

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

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

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

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

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report, 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, Voluntary Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the Repositories 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 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.

“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.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic

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

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

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

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

"Notice Event" means an event listed in Sections 4(a) of this Disclosure Agreement.

"Official Statement" means that Official Statement prepared by the Issuer in connection with its \$50,000,000* Waterworks and Sewer System Revenue Bonds, Series 2018, as listed on Appendix A.

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

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

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, not later than 30 days prior to the Annual Filing Date. Promptly on 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 following the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2018. 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). On such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification) no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Notice Event as described in Section 4(a)(12) has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

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

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall 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) on receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
- (iii) on receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
- (iv) on receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - 1. Principal and interest payment delinquencies;
 - 2. Non-Payment related defaults, if material;
 - 3. Unscheduled draws on debt service reserves reflecting financial difficulties;
 - 4. Unscheduled draws on credit enhancements reflecting financial difficulties;
 - 5. Substitution of credit or liquidity providers, or their failure to perform;
 - 6. Adverse tax opinions, IRS notices or events affecting the tax status of the security;
 - 7. Modifications to rights of securities holders, if material;
 - 8. Bond calls, if material, and tender offers;
 - 9. Defeasances;
 - 10. Release, substitution, or sale of property securing repayment of the securities, if material;
 - 11. Rating changes;
 - 12. Bankruptcy, insolvency, receivership or similar event of the obligated person;
 - 13. Merger, consolidation, or acquisition of the obligated person, if material; and
 - 14. Appointment of a successor or additional trustee, or the change of name of a trustee, if material;

- (v) on 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) on receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:
 - 1. amendment to continuing disclosure undertaking;
 - 2. change in obligated person;
 - 3. notice to investors pursuant to bond documents;
 - 4. certain communications from the Internal Revenue Service;
 - 5. secondary market purchases;
 - 6. bid for auction rate or other securities;
 - 7. capital or other financing plan;
 - 8. litigation/enforcement action;
 - 9. change of tender agent, remarketing agent, or other on-going party;
 - 10. derivative or other similar transaction; and
 - 11. other event-based disclosures;
- (vii) on receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:
 - 1. quarterly/monthly financial information;
 - 2. change in fiscal year/timing of annual disclosure;
 - 3. change in accounting standard;
 - 4. interim/additional financial information/operating data;
 - 5. budget;
 - 6. investment/debt/financial policy;
 - 7. information provided to rating agency, credit/liquidity provider or other third party;
 - 8. consultant reports; and
 - 9. other financial/operating data;
- (viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means

of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date on 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.

(a) 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 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.

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

SECTION 4. Reporting of Notice Events.

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

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;
13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

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

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

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

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited

Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Dissemination Agent to so advise the Issuer shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. 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 Reports.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds on 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 on 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, on thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. On termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated in this Disclosure Agreement.

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 on 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 on 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:	\$50,000,000* Waterworks and Sewer System Revenue Bonds, Series 2018
Date of Issuance:	June [], 2018
Date of Official Statement:	May [], 2018
CUSIP Number:	198504

EXHIBIT B
NOTICE TO REPOSITORIES 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:	\$50,000,000* Waterworks and Sewer System Revenue Bonds, Series 2018
Date of Issuance:	June [], 2018
Date of Official Statement:	May [], 2018

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement, dated as of June [], 2018, 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 material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, 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 obligated person;
14. ☐ Merger, consolidation, or acquisition of the obligated person, if material; and
15. ☐ Appointment of a successor or additional trustee, or the change of name of a trustee, if material.
16. ☐ 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: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100

Date: _____

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, 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 Voluntary Event Disclosure (Check One):

1. ☐ amendment to continuing disclosure undertaking;
2. ☐ change in obligated person;
3. ☐ notice to investors pursuant to bond documents;
4. ☐ certain communications from the Internal Revenue Service;
5. ☐ secondary market purchases;
6. ☐ bid for auction rate or other securities;
7. ☐ capital or other financing plan;
8. ☐ litigation/enforcement action;
9. ☐ change of tender agent, remarketing agent, or other on-going party;
10. ☐ derivative or other similar transaction; and
11. ☐ other event-based disclosures.

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

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100

Date: _____

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, 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 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: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100

Date: _____



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-013 - Authorizing and providing for the issuance of Stormwater System Revenue Bonds of the City of Columbia, South Carolina; prescribing the form of bonds; limiting the payment of the bonds solely to the revenues derived from the operation of the system and pledging such revenues to such payment; creating certain funds and providing for payments into such funds; and making other covenants and agreements in connection with the foregoing

FINANCIAL IMPACT:

STRATEGIC GOALS: Foster a healthy quality of life, Provide high quality municipal services

ATTACHMENTS:

- **#a:** 2018-013 Stormwater System Revenue Bond 2018 (PDF)

CITY OF COLUMBIA, SOUTH CAROLINA

GENERAL BOND ORDINANCE NO.: 2018-013

AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF STORMWATER SYSTEM REVENUE BONDS OF THE CITY OF COLUMBIA, SOUTH CAROLINA; PRESCRIBING THE FORM OF BONDS; LIMITING THE PAYMENT OF THE BONDS SOLELY TO THE REVENUES DERIVED FROM THE OPERATION OF THE SYSTEM AND PLEDGING SUCH REVENUES TO SUCH PAYMENT; CREATING CERTAIN FUNDS AND PROVIDING FOR PAYMENTS INTO SUCH FUNDS; AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING.

Enacted: _____, 2018

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

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall, for all purposes of this Ordinance and of any ordinance, resolution, certificate, opinion, instrument or other document herein or therein mentioned, have the meanings herein specified. Definitions shall be equally applicable to both the singular and plural forms of any of the terms herein defined and vice versa. The term:

“2018 Bonds” means the not exceeding \$50,000,000 Stormwater System Revenue Bonds, in one or more series, authorized by this Ordinance and the First Supplemental Ordinance.

“Accountant” shall mean an independent certified public accountant or a firm of independent certified public accountants selected by the City.

“Annual Budget” shall mean the annual budget required by Section 7.9 hereof.

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

“Bond” or “Bonds” shall mean any Bond (including the 2018 Bonds), some of the Bonds or all of the Bonds issued under and pursuant to Article III hereof, excluding bonds or other indebtedness issued under Section 3.5 or Section 3.6 hereof.

“Bond Act” shall mean Title 6, Chapter 21, Code of Laws of South Carolina 1976, as amended, (being the Revenue Bond Act for Utilities), and all other statutory authorizations, now or hereinafter enacted, authorizing and enabling the City to provide for the issuance of the Bonds, including, if applicable, with respect to any Series of refunding Bonds, Title 11, Chapters 15 and 21, Code of Laws of South Carolina 1976, as amended.

“Bond and Interest Redemption Fund” shall mean the respective funds of that name established pursuant to Section 6.6 of this Ordinance and so designated pursuant to a Supplemental Ordinance to provide for the payment of the principal of and interest on the respective Series of Bonds issued pursuant to this Ordinance as the same respectively become due and payable.

“Bond Counsel” shall mean any attorney or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States.

“Bond Redemption Account” shall mean the account by that name created within each respective Bond and Interest Redemption Fund.

“Bondholders” or the term “Holders” or any similar term shall mean the registered owner or owners of any Outstanding Bond or Bonds.

“Books of Registry” shall mean the registration books maintained by the Registrar in accordance with Section 4.3 hereof.

“Business Day” shall mean, except as otherwise provided with respect to a Series of Bonds in a Supplemental Ordinance, any day other than a Saturday, a Sunday or a day which shall be in the State or the state in which the principal office of the Custodian is located a legal holiday or a day on which banking institutions are authorized by law or executive order to close.

“Capital Lease” shall mean any lease of property with respect to the System which, in accordance with generally accepted accounting principles, has been or should be capitalized on the City’s balance sheet or for which the amount of the asset and liability thereunder as if so capitalized should be disclosed in a note to the balance sheet.

“City” shall mean the City of Columbia, South Carolina.

“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 Ordinance or any Supplemental Ordinance by a written certificate furnished to the Bank or Custodian containing the specimen signature of such person or persons and signed on behalf of the City by the City Manager or the City Clerk.

“Construction Fund” shall mean any fund established with and maintained by the Bank selected by the City, and derived from certain of the proceeds of the sale of the Bonds and intended to defray the costs of all or a portion of any Project and to pay Costs of Acquisition and Construction (exclusive of any capitalized interest on Bonds which may be deposited in a Bond and Interest Redemption Fund) in connection therewith, as established in a Supplemental Ordinance authorizing the issuance of any Series of Bonds.

“Consulting Engineer” shall mean the engineer or engineering firm or corporation registered and qualified to practice the profession of engineering under the laws of the State and having a favorable reputation for skill and experience in the construction and operation of stormwater and drainage systems, employed by the City to perform and carry out the duties imposed by this Ordinance, and who or which is not a full-time employee of the City.

“Contingent Fund” shall mean the fund of that name established pursuant to Section 6.10 of this Ordinance.

“Costs of Acquisition and Construction” shall mean, to the extent permitted by the Bond

Act, all costs of acquiring, reconstructing, replacing, extending, repairing, bettering, improving, equipping, developing, embellishing or otherwise improving the System, including the Costs of Issuance and capitalized interest on Bonds. Costs of Acquisition and Construction shall include the payment of amounts due on bond anticipation notes, the proceeds of which were used for Costs of Acquisition and Construction.

"Costs of Issuance" shall mean all items of expense, directly or indirectly payable or reimbursable by or to the City and related to the authorization, sale and issuance of Bonds including, but not limited to, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any Bank, Custodian, Registrar or Paying Agent, legal fees and charges, auditing and accounting fees and charges, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of Bonds, costs and expenses of any refunding, premiums for insurance relating to the issuance of Bonds, financing charges, and any other costs, charges or fees in connection with the original issuance of Bonds.

"Council" shall mean the City Council of the City of Columbia, South Carolina.

"Custodian" shall mean Regions Bank appointed pursuant to Section 8.1 hereof to hold the Bond and Interest Redemption Funds and the Debt Service Reserve Funds, and any successor Custodian appointed in accordance with Section 8.2 hereof.

"Debt Service" shall mean, with respect to each Series of Bonds and with respect to any particular Fiscal Year, the aggregate of the amounts to be paid or set aside (or estimated to be required to be paid or set aside) in the applicable Bond and Interest Redemption Fund in such Fiscal Year for the payment of the principal of, redemption premium, if any, and interest (to the extent not payable from the proceeds of Bonds or investment earnings thereon) on such Series of Bonds; provided that the interest on Variable Rate Indebtedness then Outstanding shall be calculated at the actual average rate of interest on the Variable Rate Indebtedness during the twelve (12) months immediately preceding the date of calculation (or such lesser period during which the Variable Rate Indebtedness has been Outstanding); provided further, that for purposes of Section 3.3 hereof, (1) interest on Variable Rate Indebtedness then proposed to be issued shall be calculated at the initial interest rate on such Variable Rate Indebtedness and (2) interest on Variable Rate Indebtedness then Outstanding shall be calculated at the current interest rate on such Variable Rate Indebtedness, in each case of which such interest rate may be based on an index rate determined no more than two weeks prior to such calculation.

"Debt Service Reserve Fund" shall mean the respective funds, if any, of that name established pursuant to Section 6.7 of this Ordinance, and so designated pursuant to a Supplemental Ordinance to provide for the payment of the principal of and interest on the respective Series of Bonds issued pursuant to this Ordinance and such Supplemental Ordinance as the same respectively come due and payable.

"Default" or "Event of Default" shall mean any of those defaults specified in and defined by

Article X hereof.

“Depreciation Fund” shall mean the fund of that name established pursuant to Section 6.9 of this Ordinance.

“Expenses of Operating and Maintaining the System” shall mean the current expenses, paid or accrued, of operation, administration, maintenance and current repair of the System, as calculated in accordance with generally accepted accounting practices, and shall include, without limiting the generality of the foregoing, administrative charges, salaries, wages, employee benefits, costs of materials and supplies, costs of routine repairs, renewals, replacements and alterations occurring in the usual course of business, properly allocable share of City administrative and overhead expenses, costs of billings and collections, costs of any audit of the System, the premiums for all insurance required with respect to the System, taxes, if any, and amounts payable by way of arbitrage rebate. Expenses of Operating and Maintaining the System shall not include (i) the payment of interest on Bonds or other System-related indebtedness, (ii) capital outlay or any renewals or replacements of capital assets of the System, (iii) any allowance for depreciation, (iv) any amounts deemed to be payments in lieu of taxes or other equity transfers, (v) any pension-related and other post-employment benefit-related expenses (other than such amounts actually paid) of the System, (vi) any payment or amortization of financing expenses, underwriting discounts, call premiums, losses on the extinguishment of debt due to refinancing of the same, and other related and non-recurring expenses resulting from the issuance or refinancing of long term indebtedness, or (vii) any losses on the sale or other disposition of investments or fixed or capital assets.

“First Supplemental Ordinance” shall mean the First Supplemental Ordinance No. 2018-014 enacted by the Council contemporaneous with this Ordinance, authorizing the 2018 Bonds.

“Fiscal Year” shall mean the fiscal year for the System as determined by the Council, initially being the period from July 1 in any year to and including June 30 in the following year.

“Government Obligations” shall mean, except as limited with respect to the funds and accounts relating to a Series of Bonds by a Supplemental Ordinance, any of the following to the extent now or hereafter permitted by the laws of the State:

- (a) cash;
- (b) non-callable bonds, notes or direct obligations and general obligations of the United States;
- (c) non-callable, U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series - "SLGS");
- (d) non-callable, direct obligations of the U.S. Treasury which have been stripped by the U.S. Treasury;

(e) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; or

(f) non-callable, obligations issued by any agency or instrumentality of the United States of America which are backed by the full faith and credit of the United States;

(g) prerefunded municipal bonds which are rated "Aaa" by Moody's Investors Services, Inc. or "AAA" by Standard & Poor's Credit Markets Service, a Division of The McGraw-Hill Companies, Inc.; and

(h) any legally permissible combination of any of the foregoing.

"Interest Account" shall mean the account by that name created within each respective Bond and Interest Redemption Fund.

"Interest Payment Date" shall mean the respective interest payment dates for a Series of Bonds as determined by a Supplemental Ordinance.

"Junior Bonds" shall mean either: (a) bonds or bond anticipation notes secured by a pledge of Revenues junior and subordinate in all respects to the pledge securing the Bonds; or (b) any other form of indebtedness, including a Capital Lease secured by Revenues after provision has been made for all payments required to be made with respect to the Bonds, which obligation or indebtedness may be authorized by an ordinance of Council which is not supplemental to this Ordinance.

"Maximum Debt Service" shall mean the highest aggregate principal and interest requirements (to the extent not paid from the proceeds of Bonds or investment earnings thereon) on the Bonds then Outstanding during any then current or future Fiscal Year; provided that for purposes of Section 3.3 hereof, (1) interest on Variable Rate Indebtedness then proposed to be issued shall be calculated at the initial interest rate on such Variable Rate Indebtedness and (2) interest on Variable Rate Indebtedness then Outstanding shall be calculated at the current interest rate on such Variable Rate Indebtedness, in each case of which such interest rate may be based on an index rate determined no more than two weeks prior to such calculation.

"Net Revenues" shall mean the Revenues of the System after deducting the Expenses of Operating and Maintaining the System.

"Operation and Maintenance Fund" shall mean the fund of that name established pursuant to Section 6.10 of this Ordinance.

"Ordinance" shall mean this ordinance as from time to time amended or supplemented by one or more Supplemental Ordinances.

"Outstanding" when used with respect to any Bond shall have the construction given to such word in Article XII hereof; i.e., a Bond shall not be Outstanding if such Bond is not, or would not

be, at the time, deemed to be Outstanding by reason of the operation and effect of said Article XII.

"Paying Agent" shall mean for each Series of Bonds the respective paying agent or paying agents appointed pursuant to the proceedings authorizing such Bonds.

"Permitted Investments" shall mean, except as limited with respect to the funds and accounts relating to a Series of Bonds by a Supplemental Ordinance, (a) any one or more of the investments now or hereafter permitted by Section 6-5-10 the South Carolina Code, and in effect from time to time, or any authorization relating to the investment of funds hereunder; and (b) the South Carolina Pooled Investment Fund or similar State administered pool investment fund.

"Principal Account" shall mean the account by that name created within each respective Bond and Interest Redemption Fund.

"Principal Payment Date" shall mean the respective principal payment dates for a Series of Bonds as determined by a Supplemental Ordinance, including any mandatory sinking fund redemption dates.

"Project" shall mean any work, undertaking or project which the City is or may hereafter be authorized to construct or acquire with the proceeds of any Bonds and which will become a part of the System including the acquisition of any system which shall be combined with or consolidated into the System pursuant to law.

"Rate Covenant" shall mean the covenant as to fees, rates and other charges described in Section 7.1 hereof.

"Record Date" shall mean with respect to any Series of Bonds the fifteenth (15th) day (whether or not a Business Day) of the calendar month immediately preceding an Interest Payment Date or such other day as may be provided in the Supplemental Ordinance authorizing the issuance of such Series of Bonds.

"Registrar" shall mean for each Series of Bonds the registrar appointed pursuant to the proceedings authorizing such Bonds.

"Reserve Fund Requirement" shall mean, as of the date of calculation, the debt service reserve fund requirement, if any, established pursuant to a Supplemental Ordinance authorizing the issuance of a Series of Bonds.

"Revenue Fund" shall mean the fund of that name established pursuant to Section 6.7 of this Ordinance.

"Revenues" shall mean all receipts, income, revenues, fees and other charges to be levied and collected in connection with, and all other income and receipts of whatever kind or character derived by the City from the establishment and operation of the System, including, but not limited

to, stormwater utility fees and charges, interest earnings and other earnings or investments, as such earnings or investments are computed in accordance with generally accepted accounting practices, but excluding the proceeds of any grants or debt, contributions in aid of construction, gains or losses on extinguishment of debt, and the receipts, income, revenues, fees and other charges derived from the operation of Special Facilities.

"Series" or "Series of Bonds" or "Bonds of Series" shall mean all Bonds designated as being of the same series issued and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter delivered in lieu thereof or in substitution therefor pursuant to this Ordinance.

"South Carolina Code" shall mean South Carolina Code of Laws 1976, as amended.

"Special Facilities" shall mean any project or undertaking, the revenues and expenses resulting from the operation of which can be segregated from the revenues and expenses of the System and which the City shall designate as such by ordinance of Council.

"Special Facilities Bonds" shall mean any bonds issued to defray the costs of Special Facilities pursuant to Section 3.6 hereof.

"State" shall mean the State of South Carolina.

"Supplemental Ordinance" shall mean any ordinance enacted by the Council providing for the issuance of Bonds and any ordinance enacted by the Council pursuant to and in compliance with the provisions of Article IX hereof amending or supplementing the provisions of this Ordinance or any Supplemental Ordinance.

"System" shall mean the stormwater and drainage system of the City, as the same is now constituted, all properties, real and personal, and matters and things used or useful in the maintenance, operation or functioning thereof, all apparatus and equipment used in connection therewith, and all replacements, enlargements, improvements, extensions, additions and betterments that may be made thereto, including any Project, and any other utility system with which the System may hereafter be combined pursuant to ordinance of Council.

"Term Bond" shall mean any Bond designated by the Supplemental Ordinance providing for its issuance as being subject to retirement or redemption from moneys credited to the applicable Bond Redemption Account as sinking fund installments.

"Variable Rate Indebtedness" shall mean indebtedness in the form of Bonds the interest rate on which is not established at a fixed or constant rate at the time such indebtedness is incurred.

ARTICLE II

FINDINGS AND DETERMINATIONS

Section 2.1. Findings and Determinations. The Council hereby finds and determines:

A. The City is an incorporated municipality located in Anderson County, State of South Carolina, and as such possesses all powers and duties granted to municipalities by the Constitution and laws of this State.

B. The Stormwater Management and Sediment Reduction Act (Section 48-14-10 et seq., Code of Laws of South Carolina, 1976, as amended) authorizes the establishment by a municipality of a Stormwater Management Utility which the City established by Ordinance No. 19442 enacted on March 5, 2007. Previously, the City had maintained a system of stormwater management facilities, including but not limited to, inlets, conduits, manholes, channels, ditches, drainage facilities, easements, retention and detention basins, infiltration facilities, and other components as well as natural waterways. Such facilities constitute a drainage system for which revenue bonds may be issued under the Bond Act.

C. Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, provides that a municipality may incur indebtedness payable solely from a revenue-producing project which source does not involve revenues from any tax or license.

D. The City is authorized by the provisions of the Bond Act to issue revenue bonds to defray the costs of improvements, enlargements and extensions to the System.

E. As of the date hereof, the City has no outstanding bonds or other obligations payable from the Revenues of the System.

F. The System is operated on a fiscal year basis, which presently commences on July 1 of each year and ends on June 30 of the following year.

G. By the enactment of this Ordinance, the City intends to provide for the issuance of the revenue bonds at the time and on the terms and conditions set forth in this Ordinance and Supplemental Ordinances hereto.

[End of Article II]

ARTICLE III

AUTHORIZATION AND ISSUANCE OF BONDS

Section 3.1. Authorization of Bonds. There is hereby authorized to be issued Bonds of the City to be designated "City of Columbia, South Carolina, Stormwater System Revenue Bonds," or such other designations as may be provided in the Supplemental Ordinance authorizing such Bonds, which Bonds may be issued pursuant to this Ordinance and in accordance with the terms, conditions and limitations set forth herein; in Series; and in such amounts and from time to time as the City may deem to be necessary or advisable for any corporate purpose of the City for which Bonds may be issued under this Ordinance and the Bond Act.

Section 3.2. General Provisions For Issuance of Bonds.

(a) The Bonds shall be issued in Series by means of Supplemental Ordinances enacted by the Council in accordance with the provisions of this Article and Article IX hereof. Each Supplemental Ordinance shall designate the Bonds provided thereby with an appropriate Series designation and with such further particular designations, if any, as the City deems appropriate. Each Supplemental Ordinance shall, unless or except as is otherwise set forth herein, also specify: (i) the authorized principal amount and designation of such Series of Bonds; (ii) the purpose or purposes for which the Bonds of such Series are being issued, which shall be one or more of the purposes set forth in Sections 3.3 or 3.4 hereof; (iii) if the Bonds of the Series are being issued for a purpose specified in Section 3.3 hereof, the Project for which such Bonds are being issued; (iv) an estimate of the Costs of Acquisition and Construction for any Project, if any, to be financed by such Series of Bonds, and, in the event of the acquisition by purchase or condemnation of any facilities already constructed, a determination of what repairs, replacements, additions and betterments will be necessary in order that such facilities may be effective for their purpose and an estimate of the costs required therefor; (v) the date or dates of the Bonds of the Series; (vi) the maturity date or dates of the Bonds of the Series and the sinking fund installment amounts and due dates for the Term Bonds of the Series, if any; (vii) the interest rate or rates of the Bonds of such Series, or the manner determining such rate or rates, the initial Interest Payment Date therefor, and the subsequent Interest Payment Dates; (viii) the denominations of (if other than as provided in this Ordinance), and manner of numbering and lettering, the Bonds of such Series; (ix) the redemption premium or premiums, if any, or the redemption price or prices to be paid upon the redemption of the Bonds of such Series, the period or periods, if any, during which such premiums or prices shall be payable, and the terms and conditions, if any, of such redemption; (x) the place or places of payment of the Bonds of the Series and interest thereon, and the Paying Agent and Registrar therefor and any Bank and/or Custodian of the funds and accounts created with respect thereto; (xi) the provisions for the sale or other disposition of the Bonds of the Series and the use, application and investment, if any, of the proceeds of such sale or other disposition, which use, application and investment shall not be inconsistent or in conflict with the provisions hereof; (xii) whether such Series of Bonds will be subject to a Reserve Fund Requirement and the manner of satisfaction of such Reserve Fund Requirement; (xiii) any other provisions which may be required to be inserted therein by other provisions of this Ordinance; and (xiv) any other necessary or desirable provisions not inconsistent

or in conflict with the provisions of this Ordinance.

(b) Bonds of a Series may be executed and delivered to the Registrar by the City and authenticated and delivered by the Registrar to the City or, upon its order, upon compliance with Section 3.3 or Section 3.4 hereof.

Bonds issued upon compliance with this Section 3.2 and Section 3.3 or Section 3.4 hereof shall be issued on a parity with the pledge and lien of the Revenues of the System inter sese, but not with respect to the particular Bond and Interest Redemption Fund or Debt Service Reserve Fund created for the benefit of the Holders of the Bonds of a Series, notwithstanding, that they may be in different form, and bear different dates, interest rates, number, date of issuance or date of execution or are payable at different times. In all such instances, the pledge of the Revenues made hereunder, and the covenants and remedies hereby granted, shall be applicable and available to the Holders of such Bonds.

Section 3.3. Conditions for the Issuance of Bonds Under this Ordinance Other than Refunding Bonds. Any time and from time to time, one or more Series of Bonds (exclusive of refunding Bonds) may be issued for such purposes as may be permitted by the Bond Act upon compliance with the provisions of Section 3.2 hereof and this Section 3.3 in such principal amounts as may be determined by the Council for the purpose of paying all or part of the Costs of Acquisition and Construction of one or more Projects upon compliance with the following conditions:

A. There shall be executed a certificate of the City Manager or chief administrative official or any Assistant City Manager of the City stating (i) either (a) that no Default exists in the payment of the principal of, premium, if any, or interest on any Bonds or Junior Bonds and all mandatory sinking fund redemptions, if any, required to have been made shall have been made, or (b) that the application of the proceeds of sale of the Series of Bonds to be issued as required by the Supplemental Ordinance authorizing their issuance will cure any such Default or permit such redemptions; and (ii) either (a) that to the best of his or her knowledge, the City is not in Default in the performance of any other of its covenants and agreements contained in this Ordinance, or (b) setting forth the circumstances of each such Default known to him or her.

B. If a certificate filed pursuant to part (A) of this Section 3.3 should disclose a Default or Defaults hereunder, there shall be filed with the City an opinion of Bond Counsel that, in the case of any Default disclosed in a certificate filed pursuant to part (A) of this Section 3.3, each such Default does not deprive the Bondholders of the security afforded by this Ordinance in any material aspect.

C. For the issuance of Bonds (other than the 2018 Bonds) to finance the Costs of Acquisition and Construction, or a portion thereof, of any Project, there shall be delivered either (i) a certificate or report, which need not be based upon the audited financial statements of the City, from the City Manager, any Assistant City Manager serving as the chief financial officer of the City, an Accountant or a Consulting Engineer stating that the amount of the Net Revenues of the System for a consecutive 12-month period ending during the last 18 months is not less than 120% of the Maximum Debt Service on Bonds then Outstanding and the Bonds then proposed to be issued, or (ii) a certificate or report from an Accountant or Consulting Engineer, or a certificate or report from the City Manager or any Assistant City Manager serving as the chief financial officer of the City which is based upon a certificate or report from an Accountant or Consulting Engineer, stating that the amount of the Net Revenues of the System, as shall have been forecasted, is not less than 120% of the actual Debt Service on all Bonds then Outstanding and the Bonds then proposed to be issued for each of the three (3) Fiscal Years following the later of the date of the delivery of the Bonds of such Series, or the period (if any) for which interest is funded from the proceeds of such Bonds; provided the amount of Net Revenues for the periods referred to above may be adjusted by adding the following:

- (1) in case the rates and charges for the services furnished by the System shall have been revised and such revised rates and charges shall have gone into effect or will be effective on a future date or dates as evidenced by an ordinance enacted by the Council prior to the delivery of the Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the periods referred to above if such rates and charges had been in effect during the periods referred to above; and
- (2) in case an existing stormwater and drainage system or any other public utility system is to be acquired and combined or made a part of the System from the proceeds of the Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the periods referred to above if such existing system or systems to be acquired had been a part of the System during the periods referred to above (which computation of the additional amount of Net Revenues shall be based upon the method of computing Net Revenues under this Ordinance).

D. Such Bonds shall be issued to secure funds to defray the Costs of Acquisition and Construction of a Project, including any acquisition or construction of any existing or proposed system which shall be combined with or consolidated into the System pursuant to law; or to refund Junior Bonds, or any notes, bonds, or other obligations issued to finance or to aid in financing the acquisition, construction, improvement, enlargement or repair of the System or another public utility system combined with the System.

E. The Supplemental Ordinance may provide for a deposit into the Debt Service Reserve Fund with respect to such Series of Bonds of cash or securities or an insurance policy, surety bond or letter of credit provided in Section 6.9 hereof (inclusive of any proceeds of such Series of Bonds to be deposited in the applicable Debt Service Reserve Fund) having an aggregate value not less than the Reserve Fund Requirement, if any, with respect to such Series of Bonds.

Section 3.4. Refunding Bonds. Without complying with the provisions of Section 3.3 hereof except as otherwise provided herein, the City by means of a Supplemental Ordinance enacted in compliance with the provisions of the Bond Act and any other statutory provisions authorizing the issuance of revenue refunding bonds, including advance refunding bonds, may issue hereunder refunding Bonds as follows:

A. Bonds may be issued for the purpose of refunding (including by purchase) at any time within one year prior to maturity or prior to any sinking fund installment due date, the Bonds maturing on such date (or an amount of such Bonds subject to redemption from such sinking fund installments not in excess of the amount of such Bonds required to be redeemed on such due date) for the payment of which sufficient Revenues are not available. Any Bonds issued for such purpose shall mature (or sinking fund installments therefor shall commence) not earlier than the latest stated maturity of the Bonds not then refunded to be Outstanding after such refunding; or

B. 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 Costs of Issuance and the funding of a Debt Service Reserve Fund thereunder; provided that (i) the aggregate Debt Service on all Bonds to be Outstanding after the issuance of the proposed Series of refunding 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 parts (A), (B), (C) and (E) of Section 3.3 hereof are met with respect to the refunding Bonds.

Section 3.5. Junior Bonds. The City may at any time issue Junior Bonds in such amount as it may from time to time determine, payable from Revenues, provided that such Junior Bonds are issued to secure funds to defray the costs of improving, extending, enlarging, or repairing the System, some part thereof, including the acquisition of any system which may be combined with or consolidated into the System pursuant to law, or to refund Bonds, Junior Bonds, or any notes, bonds, or other obligations issued to finance or to aid in financing the acquisition, construction, or improvement of the System.

Section 3.6. Special Facilities Bonds. The City shall also have the right to issue, from time to time, Special Facilities Bonds to defray the costs of acquiring or constructing Special Facilities subject to the following conditions:

A. The City shall determine that the receipts, income, revenues and other charges to be levied and collected in connection with the Special Facilities shall be at least equal to: (1) the estimated costs of operating and maintaining such Special Facilities; (2) the principal and interest requirements of the Special Facilities Bonds; (3) the amounts to be deposited in any reserve funds with respect thereto; and (4) any other costs and expenses relating to such Special Facilities.

B. The receipts, income, revenues, fees and other charges derived from the operation of the Special Facilities shall be segregated from the Revenues of the System.

C. The debt service payments and other costs, expenses and reserves related to such Special Facilities shall not be paid from Revenues of the System.

[End of Article III]

ARTICLE IV

THE BONDS

Section 4.1. Execution. Unless or except as is otherwise set forth in the Supplemental Ordinance providing for the issuance of a Series of Bonds, the Bonds shall be executed on behalf of the City by the Mayor of the City by his or her manual or facsimile signature and the corporate seal of the City or a facsimile thereof shall be impressed or reproduced thereon and attested by the Municipal Clerk of the City by his or her manual or facsimile signature.

In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, as if he had remained in office until delivery.

Section 4.2. Authentication. Unless or except as is otherwise set forth in the Supplemental Ordinance providing for the issuance of a Series of Bonds, upon compliance with the provisions of Sections 3.2, 3.3, or 3.4 hereof, and upon the order of the City, the Registrar shall authenticate Bonds authorized to be issued hereunder. Only such Bonds as shall have endorsed thereon a certificate of authentication duly executed manually by the Registrar shall be entitled to any right or benefit under this Ordinance. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Registrar, and such executed certificate of the Registrar upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered. The Registrar's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Registrar, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder or on all of the Bonds of a particular Series. The Registrar's certificate of authentication shall be in substantially the following form:

FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance of the City of Columbia, South Carolina.

Dated: _____

Registrar

By: _____
Authorized Officer

Section 4.3. Registration and Transfer of Bonds; Persons Treated as Holders. Unless and except as is otherwise set forth in the Supplemental Ordinance providing for the issuance of a Series of Bonds, each Bond shall be fully registered and transferable only upon the registration books (the "Books of Registry") of the City, which shall be kept for that purpose at the office of the Registrar, by the Holder thereof or by his or her attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder or his or her duly authorized attorney with such signature guaranteed by a participant in the

Securities Transfer Agents in Medallion Program (“STAMP”) or similar program. Upon the transfer of any Bond, the City shall issue, subject to the provisions of Section 4.6 hereof, in the name of the transferee, a new Bond or Bonds of the same series and of the same aggregate principal amount, interest rate and maturity as the unpaid principal amount of the surrendered Bond.

Any Bondholder requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal, redemption premium, if any, and interest on any Bond shall be made only to or upon the order of the Bondholder thereof, or his duly authorized attorney, and neither the City nor the Registrar, shall be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 4.4. Form of Bonds; Denominations; Medium of Payment. Unless or except as is otherwise provided in the Supplemental Ordinance authorizing their issuance, the Bonds of each Series: (a) shall be in fully registered form without coupons, provided, such Bonds may be issued in book-entry form; (b) shall be issued in denominations of \$5,000, or any integral multiple thereof, provided that, upon partial redemption of a Bond requiring surrender thereof and the issuance of a new Bond, such new Bond may be in the denomination of the unredeemed balance; and (c) shall be payable with respect to principal, interest, and premium, if any, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 4.5. Numbers, Date, and Payment Provisions. The Bonds shall be numbered and designated in such manner as the City, with the concurrence of the Registrar, shall determine. Each Bond of a Series shall bear interest from the Interest Payment Date immediately preceding the date of its authentication, unless authentication shall be upon an Interest Payment Date, in which case it shall bear interest from its authentication, or unless authentication shall precede the first Interest Payment Date for such Bond, in which case it shall bear interest as otherwise provided in the Supplemental Ordinance authorizing its issuance, provided, however, that if the date of authentication of any Bond of any Series is after a Record Date and before the corresponding Interest Payment Date therefor, such Bond shall bear interest from such succeeding Interest Payment Date; notwithstanding the foregoing, if at the time of authentication of any Bond any interest on such Bond is in default, such Bond shall bear interest from the date to which interest on such Bond has been paid or if no interest has been paid, such Bond shall bear interest from the date of delivery thereof or from its dated date, or as otherwise provided in the Supplemental Ordinance authorizing the issuance of such Bonds.

Section 4.6. Exchange of Bonds. Unless or except as is otherwise provided in the Supplemental Ordinance authorizing their issuance, Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Bondholder or his duly authorized attorney with such signature guaranteed by a participant in STAMP or similar program, may, at the option of the Bondholder thereof, and upon payment by such Bondholder of any charges which the Registrar may make as provided in Section 4.7, be exchanged for a principal amount of Bonds of the same Series and maturity of any other authorized denomination equal to the unpaid principal amount of surrendered Bonds.

Section 4.7. Regulations with Respect to Exchanges and Transfer. In all cases in which the privilege of exchanging or transferring Bonds is exercised, the City shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance or such Supplemental Ordinance authorizing the issuance thereof. All Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Registrar. There shall be no charge to the Bondholder for such exchange or transfer of Bonds except that the Registrar may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer. Neither the City nor the Registrar shall be required (a) to exchange or transfer Bonds (i) from the Record Date to the succeeding Interest Payment Date or (ii) for a period of fifteen (15) days following any selection of Bonds to be redeemed or thereafter until after the first publication or mailing of any notice of redemption, or (b) to transfer any Bonds called for redemption.

Section 4.8 Temporary Bonds. Any Series of Bonds may be initially issued in temporary form, exchangeable for definitive Bonds to be delivered as soon as practicable and subject to the agreement of the City and the purchaser thereof. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, shall be without coupons, and may contain such reference to any of the provisions of this Ordinance as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues a temporary Bonds, it will execute and furnish definitive Bonds without delay; and thereupon the temporary Bonds shall be surrendered for cancellation at the principal office of the Registrar, and the Registrar shall deliver and exchange for such temporary Bonds an equal, aggregate principal amount of definitive Bonds of like aggregate principal amount and in authorized denominations of the same Series, maturity or maturities and interest rate or rates. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Ordinance as definitive Bonds under this Ordinance.

Section 4.9. Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the Holder, the City shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the Holder thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the City

and the Registrar (a) evidence or proof satisfactory to the City and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and (b) such security and indemnity as may be required by the laws of the State or such greater amount as may be required by the City. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance or any Supplemental Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder. Neither the City nor any Registrar or Paying Agent shall be required to treat both the original Bond and any duplicate Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be issued hereunder or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and duplicate Bond shall be treated as one and the same. The City and any Registrar may charge the Holder of such Bond with their reasonable fees and expenses in this connection. In the event any such mutilated, lost, stolen or destroyed Bond shall have matured, instead of issuing a duplicate Bond the City may pay the same. All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

[End of Article IV]

ARTICLE V

REDEMPTION OF BONDS

Section 5.1. Redemption of Bonds. The Bonds of a Series may be subject to redemption prior to their stated maturities upon such terms and conditions and at such dates and redemption price or prices or premium or premiums as shall be set forth in the Supplemental Ordinance providing for the issuance of such Bonds, and upon the further terms and conditions as are hereinafter set forth.

Section 5.2. Selection of Bonds for Redemption. In the event of the redemption at any time of only part of the Bonds of a Series, the Bonds to be redeemed shall be redeemed in such order as is set forth in the Supplemental Ordinance providing for the issuance of such Bonds. Unless otherwise provided by Supplemental Ordinance, if less than all of the Bonds of like maturity of any Series shall be called for prior redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected at random by the Registrar in such manner as the Registrar in its discretion may deem fair and appropriate; provided, however, that the portion of any Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof, and that, in selecting portions of such Bonds for redemption, the Registrar shall treat each such Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000.

Section 5.3. Notice of Redemption. Unless or except as otherwise provided in the Supplemental Ordinance authorizing their issuance, the provisions of this Section 5.3 apply to each Series of Bonds.

In the event any of the Bonds or portions thereof are called for redemption, the Registrar shall give notice, in the name of the City, of redemption of Bonds by first-class mail, postage prepaid, to the Holder thereof as shown on the Books of Registry of the City not less than 30 days and not more than 60 days prior to the date fixed for the redemption thereof. Such notice of redemption shall state: (a) the title of such Bonds to be redeemed, CUSIP numbers, date of issue, the Series designation (if any) thereof, the redemption date, the place or places of redemption and the redemption price or redemption premium, if any, payable upon such redemption; (b) if less than all such Bonds of a particular Series are to be redeemed, the distinctive number of such Bonds to be redeemed; (c) that the interest on such Bonds designated for redemption in such notice shall cease to accrue from and after such redemption date; and (d) that on such date there will become due and payable on each such Bond the principal amount thereof to be redeemed at the then applicable redemption price or redemption premium, if any, and the interest accrued on such principal amount to the redemption date.

Any notice mailed as provided in this Section 5.3 shall be conclusively presumed to have been duly given, when mailed, whether or not the Holder thereof receives the notice. The notice shall further state that if money for the redemption of all the Bonds being redeemed at that time is held by the City of a trustee on its behalf on the redemption date, interest shall cease to accrue on

such Certificates on and after the redemption date. The notice may further state that the redemption of the Bonds being called for redemption is conditioned upon the Custodian receiving on or before the redemption date of sufficient money for the redemption thereof.

Section 5.4. Partial Redemption of Bond. In the event that only part of a Bond shall be called for redemption or prepaid, payment of the amount to be redeemed or prepaid shall be made only upon surrender of such Bond to the Registrar. Upon surrender of such Bond, the City shall execute and the Registrar shall authenticate and deliver to the Holder thereof, at the principal office of the Registrar, or send to such Holder by registered mail at his request, risk and expense, a new fully executed Bond or Bonds, of authorized principal sums equal in aggregate principal amount to, and of the same Series, maturity and interest rate as, the unredeemed portion of the Bond surrendered.

Section 5.5. Effect of Redemption. If a Bond is subject by its terms to redemption prior to its stated maturity and has been duly called for redemption and notice of the redemption thereof has been duly given as hereinbefore provided and if moneys for the payment of such Bond at the then applicable redemption price or together with the then applicable redemption premium, if any, and the interest to accrue to the redemption date on such Bond are held for the purpose of such payment by the Custodian for the Series of Bonds of which such Bond is one, then such Bond so called for redemption shall, on the redemption date designated in such notice, become due and payable. Interest on the Bond so called for redemption shall cease to accrue.

Section 5.6. Cancellation. All Bonds which have been redeemed shall be canceled and either maintained or destroyed by the Registrar and shall not be reissued. A counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Registrar to the City upon the request of the City.

[End of Article V]

ARTICLE VI
ESTABLISHMENT OF FUNDS;
SECURITY FOR AND PAYMENT OF THE BONDS;
INVESTMENT OF MONEYS

Section 6.1. Listing of Funds and Accounts. The following are the funds created and established by this Ordinance:

- (i) Revenue Fund to be held by the City in accordance with Section 6.4 hereof.
- (ii) Bond and Interest Redemption Fund for each Series of Bonds to be held by the Custodian, including, except as provided in a Supplemental Ordinance, an Interest Account, a Principal Account and a Bond Redemption Account.
- (iii) Debt Service Reserve Fund for each Series of Bonds, if any, to be held by the Custodian.
- (iv) Operation and Maintenance Fund to be held by the City in accordance with Section 6.4 hereof.
- (v) Depreciation Fund to be held by the City in accordance with Section 6.4 hereof.
- (vi) Contingent Fund to be held by the City in accordance with Section 6.4 hereof.
- (vii) Construction Fund, if applicable, for each Series of Bonds to be held by a Bank designated by the City.

One or more accounts may, by direction of the City or by the terms of a Supplemental Ordinance, be established within any of the above funds. It is intended by this Ordinance that the funds and accounts referred to in this Article (other than the Construction Fund) shall remain in existence for so long a time as any sum remains due and payable by way of principal of and interest on the Bonds, and that deposits and withdrawals therefrom be made in the manner herein prescribed and in the order of priority hereinafter set forth in Section 6.2 hereof.

Section 6.2. Disposition of Revenues. So long as any Bonds are Outstanding, the Revenues of the System shall be applied at the times, in the amounts and for the purposes as provided or permitted by this Ordinance, and in the following order of priority.

First, there shall be transferred into the respective Bond and Interest Redemption Funds, the amounts required by this Ordinance or any Supplemental Ordinance;

Second, there shall be transferred into the respective Debt Service Reserve Funds, if established, the amounts (including any payments required under the terms of any surety bond, insurance policy or letter of credit applicable thereto) required by this Ordinance or any Supplemental Ordinance for any Bond issued hereunder or thereunder;

Third, provision shall be made for the payment of Expenses of Operating and Maintaining the System;

Fourth, provisions shall be made for payment of interest on amounts advanced by the provider of any surety bond, line of credit, insurance policy or letter of credit as contemplated in Section 6.9 hereof;

Fifth, provision shall be made for the payment of any Junior Bonds;

Sixth, there shall be transferred into the Depreciation Fund the amounts required by this Ordinance; and

Seventh, there shall be transferred into the Contingent Fund the amounts required by this Ordinance.

Any surplus Revenues thereafter remaining after the foregoing deposits have been made shall be disposed of as the City shall determine from time to time to be for the best interest of the City; provided, a transfer of any surplus Revenues to the City's general fund or similar fund shall only be made at the end of each Fiscal Year and the amount of such transfer shall not cause the Revenues of the System to be less than the respective amounts required to comply with the Rate Covenant.

Section 6.3. Security for and Payment of the Bonds. The Bonds, together with the interest thereon, shall be payable solely from and secured equally and ratably by a pledge of the Revenues of the System; provided, however, that all funds held by the Custodian in the respective Bond and Interest Redemption Funds and Debt Service Reserve Funds, if any, established to secure a particular Series of Bonds are hereby pledged for the benefit of the respective Bondholders as security for the Bonds of the Series to which such funds relate. This provision of this Section 6.3 shall not preclude the issuance of Junior Bonds, if such Junior Bonds be issued in conformity with the provisions of Section 3.5 hereof, but the pledge herein made shall preclude the issuance of bonds payable from or secured by a pledge or lien on Revenues of the System superior to the

pledge herein made to secure Bonds.

The Bonds do not constitute an indebtedness of the City within 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 and shall never constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power. The full faith, credit and taxing powers of the City are not pledged to the payment of the principal of and interest on the Bonds.

The covenants and agreements herein set forth to be performed by the City shall be for the equal and proportionate benefit, security and protection of all Holders of the Bonds without preference, priority or distinction as to payment or security or otherwise (except as to maturity) of any of the Bonds for any reason or cause whatsoever, except as expressly provided herein or in the Bonds. Except as aforesaid, all Bonds shall rank pari passu and shall be secured equally and ratably hereunder without discrimination or preference whatsoever.

Section 6.4. Accounting Methods. The designation of the Revenue Fund, the Operation and Maintenance Fund, the Depreciation Fund and the Contingent Fund in and by this Ordinance shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of the Revenues and assets of the System for certain purposes and to establish certain priorities for application of such Revenues and assets as herein provided.

The cash required to be accounted for in each of the foregoing funds established herein may be deposited in a single bank account, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash in and deposited therein for the various purposes of such funds as provided herein.

Section 6.5. Revenue Fund. There is hereby established a Revenue Fund to be maintained by the City in accordance with Section 6.4 hereof and into which shall be deposited all Revenues. Moneys in the Revenue Fund shall be used of only in the manner specified in this Article VI and in the order of priority set forth in Section 6.2 hereof.

Section 6.6. Bond and Interest Redemption Funds. There shall be established and maintained special funds of the City to be designated the Bond and Interest Redemption Fund for each Series of Bonds then Outstanding which shall be kept on deposit with the Custodian, and withdrawals therefrom shall be made for the purposes provided in this Ordinance. Each Bond and Interest Redemption Fund shall bear a separate series designation as may be necessary to distinguish such Bond and Interest Redemption Fund.

The respective Bond and Interest Redemption Funds are intended to provide for the payment of the principal of, redemption premium, if any, and interest on each Series of Bonds as the same respectively fall due. Payments into such funds shall be made in the manner prescribed by this Ordinance and all moneys in the respective Bond and Interest Redemption Funds shall be used

solely to pay the principal of, redemption premium, if any, and interest on the respective Series of Bonds, and for no other purpose, and withdrawals therefrom shall be made only to effect payment of the principal of, redemption premium, if any, and interest on the respective Series of Bonds. Earnings on investments in the Bond and Interest Redemption Funds, including the accounts therein, shall be added to and become a part of such respective funds and the accounts therein.

There may be established in the respective Bond and Interest Redemption Funds from time to time a capitalized interest account to provide for the payment of interest on the Bonds of a particular Series as may be permitted hereunder. Any such account shall be created by a Supplemental Ordinance relating to the issuance of the Bonds of such Series. Any earnings from the investment of funds in the capitalized interest account not required to pay interest on the Bonds of any Series during the period for which interest on the Bonds of such Series is capitalized may be deposited in the Construction Fund created by the Supplemental Ordinance relating to such Bonds or, if such Construction Fund has been terminated or no such fund was created, such earnings shall be retained in the appropriate Bond and Interest Redemption Fund.

Unless and except as is otherwise set forth in the Supplemental Ordinance not later than the 15th day of the month following the month in which each Series of Bonds are delivered to the initial purchasers thereof, and not later than the 15th day of each month thereafter, the City shall transfer or cause to be transferred to the Custodian for deposit into the respective Bond and Interest Redemption Funds from the moneys in the Revenue Fund, the amounts hereinafter set forth.

(a) There shall be established and maintained, for the purpose of paying the interest on the respective Series of Bonds as the same becomes due and payable, an Interest Account in the respective Bond and Interest Redemption Funds. Unless and except as is otherwise set forth herein or in a Supplemental Ordinance, not later than the 15th day of the month following the month in which Bonds are delivered to the initial purchasers thereof, and not later than the 15th day of each month thereafter, the City shall transfer or cause to be transferred to the Custodian for deposit into the respective Bond and Interest Redemption Funds and ratably with respect to separate Series of Bonds to the credit of the Interest Account an amount (until the moneys on deposit therein shall equal the amount needed) such that, if the same amount is credited to the Interest Account not later than the 15th day of each calendar month preceding the next Interest Payment Date on the respective Series of Bonds, the aggregate of the amounts so paid and credited to the Interest Account would on such Interest Payment Date be equal to the installment of interest then falling due on the respective Series of Bonds then Outstanding. In making any of the deposits to the Interest Account required by this paragraph (a), consideration shall be given to and allowance made for accrued interest received upon delivery of each Series of Bonds to the initial purchasers and for any other credits (including but not limited to capitalized interest with respect to each Series of Bonds) otherwise made to such Interest Account.

(b) There shall be established and maintained, for the purpose of paying the principal of the respective Series of Bonds as they mature, a Principal Account in the respective Bond and Interest Redemption Funds. Unless and except as is otherwise set forth in the Supplemental Ordinance, not later than the 15th day of the twelfth month prior to any Principal Payment Date on any Bonds, and on or before the 15th day of each calendar month thereafter, the City shall transfer or cause to be transferred to the Custodian for deposit into the respective Bond and Interest Redemption Funds to the credit of the Principal Account an amount (until the moneys on deposit therein shall equal the amount needed) such that, if the same amount were credited to the Principal Account on or before the 15th day of each succeeding month thereafter and prior to the next Principal Payment Date upon which an installment of principal falls due on the respective Series of Bonds, the aggregate of the amounts so paid and credited to the Principal Account would on such Principal Payment Date be equal to the installment of principal then falling due on the respective Series of Bonds then Outstanding. In making any of the deposits to the Principal Account required by this paragraph (b), consideration shall be given to and allowance made for any other credits (including any interest earnings therein) otherwise made to such Principal Account.

(c) There shall be established and maintained, in order to meet the specified sinking fund installment requirements of Term Bonds and to otherwise retire Term Bonds prior to maturity, a Bond Redemption Account in the respective Bond and Interest Redemption Fund. Unless and except as is otherwise set forth herein or in a Supplemental Ordinance, not later than the 15th day of the twelfth month prior to the date a sinking fund installment of Term Bonds of each Series falls due and on or before the 15th day of each calendar month thereafter, the City shall transfer or cause to be transferred to the Custodian for deposit into the respective Bond and Interest Redemption Fund and ratably with respect to separate Series of Bonds to the credit of the Bond Redemption Account an amount (until the moneys on deposit therein shall equal the amount needed) such that, if the same amount were credited to the Bond Redemption Account not later than the 15th day of each succeeding month thereafter preceding the next date upon which a sinking fund installment of principal falls due on the Term Bonds, the aggregate of the amounts so paid and credited to the Bond Redemption Account would on such date be equal to the sinking fund installment of principal then falling due on the respective Series of Term Bonds then Outstanding. The Custodian shall apply the moneys credited to the Bond Redemption Account as sinking fund installments to the retirement of the Term Bonds of each respective Series by redemption in accordance with the Supplemental Ordinance providing for the issuance of such Series of Bonds, without further authorization or direction, on each date upon which a sinking fund installment is due with respect to the Term Bonds of such Series. The Custodian shall keep and retain accurate records of application of each deposit of funds under this paragraph (c). The Custodian shall give notice of all such redemptions in the name and on the behalf of the City in accordance with the provisions of Article V hereof. In making any of the deposits to the Bond Redemption Account required by this paragraph (c), consideration shall be given to and allowance made for any other credits otherwise made to such Bond Redemption Account.

(d) If, on the dates when the payments required by paragraphs (a), (b) and (c) of this Section are to be made, the aggregate of (i) the payments actually made pursuant to said paragraphs (a), (b) and (c); and (ii) the remaining payments to be made prior to the next succeeding Interest Payment Date and Principal Payment Date, or both, as the case may be, are less than the sum required to be transferred to a Bond and Interest Redemption Fund to effect the payment of the succeeding installment of principal or interest, or both, as the case may be, a sum equal to such deficiency shall be transferred from moneys in the applicable Debt Service Reserve Fund, if any, shall be added to the payment to be made pursuant to paragraphs (a), (b) and (c).

Moneys in the respective Bond and Interest Redemption Funds shall be used and applied solely to the payment of the interest on and the retirement of the principal of and redemption premium, if any, on the respective Series of Bonds and shall be used and applied in accordance with the provisions of this Section 6.8 and this Ordinance. The moneys paid into the respective Bond and Interest Redemption Fund shall be held by the Custodian in trust solely for the purpose of paying the interest on and the retirement of the principal of and redemption premium, if any, on the respective Series of Bonds. Withdrawals from such funds shall be made by the Custodian in order to transfer such moneys to the Paying Agent for the respective Series of Bonds. Such withdrawals shall be made so that the necessary moneys shall be available to the Paying Agent not later than one Business Day prior to the day on which principal or interest or both, and redemption premium, if any, as the case may be, are payable on the Bonds.

Section 6.7. Debt Service Reserve Funds. A Supplemental Ordinance may provide for the establishment of a Debt Service Reserve Fund for any Series of Bonds. Each Debt Service Reserve Fund shall bear a separate Series designation as may be necessary to distinguish such Debt Service Reserve Fund and shall, subject to certain provisions of this Ordinance, be maintained in an amount equal to the applicable Reserve Fund Requirement, as determined pursuant to a Supplemental Ordinance, and in the manner determined pursuant to such Supplemental Ordinance, so long as the applicable Series of Bonds shall be Outstanding. Each such fund is intended to insure the timely payment of the principal of and interest on the applicable Series of Bonds and to provide for the redemption of such Series of Bonds prior to their stated maturities. The respective Debt Service Reserve Funds shall be kept on deposit with the Custodian, and withdrawals therefrom shall be made for the purposes provided in this Ordinance.

Moneys in each Debt Service Reserve Fund shall be used for the following purposes, and for no other:

- (a) To prevent a Default in the payment of the principal of or interest on the applicable Series of Bonds, by reason of the fact that moneys in the applicable Bond and Interest Redemption Fund are insufficient for such purposes;
- (b) To pay the principal of, interest on, and redemption premium, if any, of the applicable Series of Bonds in the event that all Outstanding Bonds of such Series be redeemed as a whole;
- (c) To effect partial redemption of the applicable Series of Bonds, provided that such redemption be undertaken in accordance with the provisions of this Ordinance permitting a partial redemption of the applicable Series of Bonds and the balance remaining in the applicable Debt Service Reserve Fund following such partial redemption shall not be less than the Reserve Fund Requirement; and
- (d) To effect the retirement of a Series of Bonds through purchase under the conditions herein prescribed or upon maturity thereof.

Whenever the value (determined as of the valuation date specified in Section 6.13 hereof) of the cash and securities in the applicable Debt Service Reserve Fund shall exceed the Reserve Fund Requirement, such excess may at the written direction of the City (i) be used to repurchase and retire the applicable Series of Bonds at prices not exceeding the call price first to become available or then prevailing or; (ii) be deposited as the City deems advisable or; (iii) be transferred to the Construction Fund during the period of construction or acquisition of a Project. Purchases of Bonds shall be effected by the City through the Custodian, and whenever Bonds shall have been purchased pursuant to this authorization, it shall be the duty of the Custodian to cancel and destroy such Bonds and to deliver certificates evidencing such act to the City.

Whenever the value (determined as of the valuation dates and in accordance with the method specified in Section 6.13 hereof) of cash and securities in the respective Debt Service Reserve Fund shall be less than the applicable Reserve Fund Requirement there shall be deposited in the applicable Debt Service Reserve Fund over the next succeeding twelve (12) months, successive equal monthly installments of the amount necessary to reestablish in the applicable Debt Service Reserve Fund its respective Reserve Fund Requirement.

In lieu of the deposit of moneys into the Debt Service Reserve Fund established with respect to any Series of Bonds to meet the Reserve Fund Requirement with respect to that Series, the City may cause to be credited a surety bond or an insurance policy payable to, or a letter of credit in favor of, the Custodian for the benefit of the Holders of the Bonds meeting the standard set forth in the Supplemental Ordinance authorizing that Series of Bonds, as the case may be. The amount of moneys required to be deposited to the Debt Service Reserve Fund shall be reduced by the amount of the surety bond, insurance policy, or letter of credit. The surety bond, insurance policy, or letter

of credit shall be payable (upon the giving of notice as required thereunder) on any Interest Payment Date on which moneys will be required to be withdrawn from the Debt Service Reserve Fund and applied to the payment of the principal of or interest on any Bonds of that Series but only to the extent that withdrawals cannot be made by amounts then credited to the Debt Service Reserve Fund.

If the City obtains a surety bond, insurance policy or letter of credit in substitution for moneys deposited to the applicable Debt Service Reserve Fund as may be permitted under the applicable Supplemental Ordinance, excess moneys in the respective Debt Service Reserve Funds shall be transferred to the applicable Construction Fund, or if one does not exist, be deposited as the City deems advisable.

Section 6.8. Operation and Maintenance Fund. There is hereby established an Operation and Maintenance Fund to be maintained by the City in accordance with Section 6.4 hereof in order to provide for the payment of all Expenses of Operating and Maintaining the System. So long as any of the Bonds remain Outstanding and unpaid, adequate provision shall be made by the City for the Expenses of Operating and Maintaining the System by depositing on or before the 15th day of the month following the month in which Bonds are delivered to the initial purchasers thereof, and not later than the 15th day of each month thereafter, in the Operation and Maintenance Fund from the Revenues of the System, an amount equal to the estimated Expenses of Operating and Maintaining the System for the next ensuing month in accordance with the Annual Budget.

Section 6.9. Depreciation Fund. There is hereby established a Depreciation Fund. On or before the 15th day of the month following the month in which Bonds are delivered to the initial purchasers thereof, and on or before the 15th day of each and every month thereafter, the City shall deposit into the Depreciation Fund 1/12th of the amount determined in the Annual Budget prepared for the System. Moneys in the Depreciation Fund shall be used to build up a reserve for the depreciation of the System and used for the purpose of restoring depreciated or obsolete items of the System. Moneys in these funds shall be used solely for such purposes, but shall be transferred to the applicable Bond and Interest Redemption Fund whenever necessary in order to prevent a default in the payment of principal or interest when due on any Bonds.

Moneys in the Depreciation Fund shall be held by the City in accordance with Section 6.4 hereof, and withdrawals from the Depreciation Fund shall be made by a City Representative.

Section 6.10. Contingent Fund. There is hereby established a Contingent Fund. On or before the 15th day of the month following the month in which Bonds are delivered to the initial purchasers thereof, and on or before the 15th day of each and every month thereafter, the City shall deposit into the Contingent Fund 1/12th of the amount determined in the Annual Budget prepared for the System. Moneys in the Contingent Fund shall be used to build up a reasonable reserve for improvements, betterments, and extensions to the System, other than those necessary to maintain the System in good repair and working order. Moneys in this fund shall be used solely for such purposes, but shall be transferred to the applicable Bond and Interest Redemption Fund whenever necessary in order to prevent a Default in the payment of principal or interest when due on any Bonds.

Moneys in the Contingent Fund shall be held by the City in accordance with Section 6.4 hereof, and withdrawals from the Contingent Fund shall be made by a City Representative.

Section 6.11. Application of Remaining Revenues. After making payments on the Bonds; and after making the required deposits and payments, if any, to the applicable Debt Service Reserve Fund; and after making payment for the Expenses of Operating and Maintaining the System, the Revenues of the System shall then be used, first, for payment of interest on amounts advanced by the provider of any surety bond, line of credit, insurance policy or letter of credit as contemplated in Section 6.9 hereof; second, to provide for the payment of Junior Bonds; third, to make deposits to the Depreciation Fund and the Contingent Fund; and fourth, to be disposed of by the City as it may determine from time to time to be for the best interest of the City subject to the limitation set forth in Section 6.2 hereof.

Section 6.12. Establishment of Construction Fund. There shall be established with the Bank a Construction Fund with respect to each Series of Bonds (other than for Bonds issued pursuant to Section 3.4 hereof) in the Supplemental Ordinance providing for their issuance, the moneys in which shall be used to defray the costs of any Project and to pay any Costs of Acquisition and Construction with respect to the facilities so financed. On the occasion of the delivery of any Series of Bonds (other than Bonds issued pursuant to Section 3.4 hereof), the proceeds therefrom shall be paid into the Construction Fund established for such Series as set forth in a Supplemental Ordinance authorizing their issue. Withdrawals from the Construction Fund shall not be made except as provided in the Supplemental Ordinance establishing such Construction Fund.

Section 6.13. Investment of Funds. Moneys held for the credit of the respective Bond and Interest Redemption Funds shall be invested, to the fullest extent practicable and reasonable, in Permitted Investments which shall mature prior to the respective dates when the moneys held for the credit of such fund will be required for the purpose intended. Moneys in the respective Debt Service Reserve Funds established by this Ordinance or a Supplemental Ordinance shall be invested, to the fullest extent practicable, in Permitted Investments. Moneys any other funds established by this Ordinance shall be invested, to the fullest extent practicable, 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 funds. Investment instructions shall be given to the Bank or Custodian, as applicable, by a City Representative provided such instructions which are

given orally must be subsequently confirmed in writing.

The Bank, Custodian or other depository shall, not later than June 15 of each year, value as of the preceding June 1 or the succeeding Business Day thereafter, Permitted Investments in the various funds established by this Ordinance and held by the Bank, Custodian or other depository and shall forward such valuation to the City. The value of Permitted Investments (except investment agreements) shall be determined by the Bank, Custodian or other depository at the market value thereof, exclusive of accrued interest, provided, however, Permitted Investments in any Debt Service Reserve Fund shall be valued at cost or original value thereof. The Bank or Custodian shall not be accountable or liable for any depreciation in the value of any investments in any funds or for any losses incurred upon the disposition thereof.

All interest earnings on amounts in the Debt Service Reserve Funds or the Operation and Maintenance Fund when realized shall be considered Revenues. Expenses of purchase, safekeeping, sale and redemption and all other expenses attributable to such investments shall be operating expenses of the System.

[End of Article VI]

ARTICLE VII

COVENANTS

Section 7.1. Rates and Charges. The City covenants and agrees to operate the System in an efficient and economical manner and establish, levy, maintain, revise and collect such fees, rates and other charges for the use of the services and facilities furnished by the System as may be necessary or proper, which fees, rates, and other charges, together with other available moneys, shall at all times be at least sufficient after making due and reasonable allowances for contingencies and for a margin of error in estimates to provide an amount equal to (a) one hundred twenty percent (120%) of the amounts required to be deposited into each Bond and Interest Redemption Fund for the then current Fiscal Year; (b) one hundred percent (100%) of the amounts required to be deposited into each Debt Service Reserve Fund for the then current Fiscal Year; (c) one hundred percent (100%) of the amounts required to be deposited into the Operation and Maintenance Fund for the then current Fiscal Year; (d) one hundred percent (100%) of the amounts required to be deposited into the Depreciation Fund for the then current Fiscal Year; (e) one hundred percent (100%) of the amounts required to be deposited into the Contingent Fund for the then current Fiscal Year; (f) one hundred percent (100%) of the amounts required to provide for payment of any Junior Bonds for the then current Fiscal Year; and (g) the amounts necessary to comply in all respects with the terms of this Ordinance or any other contract or agreement with the Holder of a Bond (such obligation hereafter referred to as the "Rate Covenant").

Section 7.2. Statutory Lien. For the equal and ratable protection of the Holders of the Bonds, a statutory lien upon the System is hereby created and granted as provided in the Bond Act, which statutory lien is hereby recognized as valid and binding upon the City and the System, which shall take effect immediately upon delivery of any Bonds, and any Holder of any Bond may, subject to Section 11.1 hereof, either in law or in equity, by suit, action, mandamus, or other proceedings, protect the statutory lien hereby conferred, and may by suit, action, mandamus, or other proceedings enforce and compel the performance of all duties required by the Ordinance and the Bond Act, including the making and collection of sufficient rates and charges for the services and facilities of the System from all users, segregating of the income and Revenues and the proper application thereof, but such statutory lien shall not give any such Holder authority to compel the sale of the System or any part thereof.

Section 7.3. To Pay Principal, Premium, and Interest on the Bonds. The City covenants and agrees to punctually pay, or cause to be paid, out of the Revenues pledged to such payment in Article VI hereof, the principal of, redemption premium, if any, and the interest on each and every Bond issued under the provisions of this Ordinance, at the place, on the dates and in the manner provided herein.

Section 7.4. Operation of System. The City covenants and agrees it shall at all times operate the System properly and in an efficient and economical manner and will maintain, preserve and keep the same with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make all necessary and proper repairs and replacements so that at all times the operation of the System may be properly and advantageously conducted.

Section 7.5. Records, Accounts and Audits. The City covenants and agrees to keep proper books of records and accounts (separate from all other records and accounts), in which complete and correct entries shall be made of all transactions relating to the System. The City further covenants and agrees to make available to the Trustee, if any, or any Bondholder upon request, but not sooner than February 1 after the close of each Fiscal Year, audited financial statements of the City, made in accordance with recognized accounting practices, which shall include information pertaining to the System; provided, however, that the Town shall be deemed to be in compliance with the requirements hereof to the extent that its audited financial statements are available on the Municipal Securities Rulemaking Board's EMMA system or similar publically available information repository. Such records shall be kept in accordance with the standards from time to time prescribed by the Governmental Accounting Standards Board or its successor.

Section 7.6. Sale, Lease or Other Encumbrances. Except as otherwise provided in this Ordinance, the City covenants and agrees not to issue any bonds, notes, certificates or other obligations or evidences of indebtedness other than the Bonds, Junior Bonds, or obligations authorized or permitted hereby secured by a pledge of the Revenues. The City further covenants and agrees that it will not create or cause to be created any lien or charge on the Revenues other than the liens and charges created or permitted to be created hereby, and no part of the System will be sold, mortgaged, leased or otherwise disposed of or encumbered, except as permitted hereby. The City may from time to time permanently abandon the use of, sell, trade or lease any property forming a part of the System which the City determines is no longer necessary or useful or profitable in the operation of the System, or necessary to produce or maintain the Revenues thereof, or which is to be or has been replaced by other property so as not to impair the operation of the System. Any moneys received upon a sale hereunder shall be considered Revenues.

Section 7.7. Insurance. The City covenants and agrees to make provision to maintain adequate insurance on the works, plants, facilities and properties comprising the System against the risks, accidents or casualties, of the kinds and in at least the amounts which are usually and customarily carried on similar plants, properties and systems which are owned and operated by a public or municipal corporation, including without limiting the generality of the foregoing, fire, extended coverage, general liability and workmen's compensation, and also all additional insurance covering such risks as may be deemed necessary or desirable by the City or recommended by a competent independent engineer or other advisor employed for the purpose of making such recommendations. The Custodian shall not be responsible for maintaining such insurance policies or copies thereof.

Section 7.8. No Free Service. The City covenants and agrees that no free service will be

furnished by the System to the City or to any agency, instrumentality or person. The reasonable costs and value of any services of the System rendered to the City through the operation of the System shall be charged against the City and shall be paid as the service accrues from the current funds and such funds, when so paid, shall be accounted for in the same manner as other Revenues of the System.

Section 7.9. Annual Budget. Prior to the beginning of each Fiscal Year, the City covenants and agrees to prepare an Annual Budget for the System for the ensuing Fiscal Year which shall set forth in reasonable detail the estimated Revenues, Expenses of Operating and Maintaining the System, Debt Service on Bonds, any required debt service payments on Junior Bonds and Special Facilities Bonds, deposits to the Depreciation Fund and Contingent Fund and other expenditures of the System for such Fiscal Year.

[End of Article VII]

ARTICLE VIII

CUSTODIAN

Section 8.1. Custodian. The Council hereby designates Regions Bank, as Custodian under this Ordinance.

On or prior to the delivery of the initial Series of Bonds, the Custodian shall signify its acceptance of the powers, duties and obligations conferred and imposed upon it by this Ordinance by executing and delivering to the City a written instrument of acceptance.

The Custodian shall (a) prior to the occurrence of an Event of Default as set forth in Article X hereof which the Custodian has or is deemed to have notice hereunder and after the curing of all Events of Default which may have occurred, perform such duties and obligations, and only such duties and obligations, as are specifically set forth in this Ordinance, and no implied covenants or obligations shall be read into this Ordinance against the Custodian, and (b) during the existence of any Event of Default which the Custodian has or is deemed to have actual notice (which has not been cured or waived) exercise the rights and powers vested in it by this Ordinance and use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

No provisions of this Ordinance shall be construed to relieve the Custodian from liability for its own negligence or intentionally wrongful action or failure to act.

At all times, (1) the Custodian shall not be liable for any error of judgment made in good faith by an officer or employee of the Custodian unless it shall be proved that the Custodian was negligent in ascertaining the pertinent facts; (2) the Custodian shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority (or such lesser percentage as is specifically required or permitted by this Ordinance) in the aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting a proceeding for any remedy available to the Custodian, or exercising any trust or power conferred upon the Custodian under this Ordinance; (3) in the administration of the trusts of this Ordinance, the Custodian may execute any of the trusts or powers hereof directly or through its agents or attorneys. The Custodian may consult with counsel and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

The Custodian may conclusively rely upon the authenticity of, and the truth of the statements and the correctness of the opinions expressed in, and shall be protected in acting upon any note, resolution, request, consent order, certificate, report, opinion, direction, notice, or other paper or document furnished to it pursuant to any provision of this Ordinance, believed by it to be genuine and to have been signed and presented by the proper party. The Custodian is not required to make any inquiry or investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, approval, bond, debenture or other paper or document but the Custodian, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit and, if the Custodian determines to make such further inquiry or investigation, it is entitled to examine the books, records and premises of the City, in person or by agent or attorney.

The Custodian shall not be required to take notice or be deemed to have notice or actual knowledge of any event of default specified in Article X hereof other than a payment default described in subparagraphs A or B of Section 10.1 unless the Custodian shall receive from the City or the Holder of any Bond written notice stating that an Event of Default hereunder has occurred and specifying the same, and, in the absence of such direction, notice, the Custodian may conclusively assume that there is no such Event of Default.

The Custodian shall be entitled to payment of and reimbursement by the City for reasonable fees for its services rendered hereunder and all advances, and counsel fees reasonably and necessarily made or incurred by the Custodian in connection with such services.

The Custodian shall not, in any event, be required to take, defend, or appear in any legal action or proceeding hereunder or to exercise any of the trusts or powers hereof unless it shall first be adequately indemnified to its satisfaction as to terms, coverage, duration, amount and otherwise against the costs, expenses, and liabilities which may be incurred thereby. Every provision of this Ordinance relating to the conduct or affecting the liability of or affording protection to the Custodian shall be subject to the provisions hereof.

The Custodian may execute any of its trusts or powers or perform any duties under this Ordinance either directly or by or through agents or attorneys, and may in all cases pay, subject to reimbursement from the City, such reasonable compensation as it deems proper to all such agents and attorneys reasonably employed or retained by it, and the Custodian shall not be responsible for any misconduct or negligence of any agent or attorney appointed with due care by it.

No provision of this Ordinance shall require the Custodian to expend or risk its own funds or otherwise incur any liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Custodian is not required to give any bond or surety with respect to the performance of its duties or the exercise of its powers under this Ordinance.

The Custodian's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Ordinance shall extend to the Custodian's officers, directors, agents, attorneys, and employees. Such immunities and protections and right to indemnification, together with the Custodian's right to compensation, shall survive the Custodian's resignation or removal, the discharge of this Ordinance, and the final payment of all Bonds issued hereunder.

The permissive right of the Custodian to take the actions permitted by this Ordinance shall not be construed as an obligation or duty to do so.

Whether or not expressly so provided, every provision of this Ordinance relating to the conduct or affecting the liability of or affording protection to the Custodian is subject to the provisions of this Section.

Section 8.2. Resignation of Custodian . The Custodian may resign at any time and be discharged of its duties and obligations hereunder by giving 30 days' written notice to the City and by giving notice to the Holders of the Bonds. No resignation will become effective until a successor Custodian has been appointed and accepts such appointment as provided below. Upon receiving notice of resignation, the City shall promptly appoint such successor Custodian by an instrument in writing executed by order of its Council. In the event a successor Custodian has not been appointed within 60 days of the date notice of resignation is given, the Custodian at the City's expense, may apply to any court of competent jurisdiction for the appointment of a successor Custodian to act until such time as a successor is appointed as provided in this Section.

Unless otherwise ordered by a court or regulatory body having competent jurisdiction, or unless required by law, any successor Custodian shall, if there is such an institution willing, qualified and able to accept the trust upon reasonable or customary terms, be a bank, bank holding company or trust company or wholly-owned subsidiary of a bank holding company or trust company in good standing, qualified to act hereunder, and having a capital and earned surplus of not less than \$25,000,000.

Any successor Custodian appointed as provided in this section, shall execute, acknowledge and deliver to the City and its predecessor Custodian an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor Custodian shall become effective the predecessor Custodian shall immediately be discharged and released from all duties and obligations hereunder and such successor Custodian, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor of the trust hereunder. Upon the request of any such successor Custodian, the City shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Custodian all such rights, powers and duties. Upon acceptance of appointment by a successor Custodian, the City shall notify the registered owner of each Bond then Outstanding by

first-class mail, postage prepaid.

The predecessor Custodian shall execute any and all documents necessary or appropriate to convey all interest it may have to the successor Custodian. The predecessor Custodian shall promptly transfer all funds to the successor Custodian and deliver all records relating to the trust or copies thereof and communicate all material information it may have obtained concerning the trust to the successor Custodian.

Any corporation or association into which the Custodian may be merged or with which it may be consolidated, or any corporation or association resulting from any merger, or any corporation or association succeeding to the business of the Custodian, shall be the successor of the Custodian hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto.

Each, every and all funds and accounts held by the Custodian shall be impressed with a trust for the benefit of the Holders of the Bonds, under the provisions of this Ordinance and of the Bond Act.

Section 8.3. Removal of Custodian. Upon 30 days' written notice, the City may remove the Custodian, provided that an Event of Default shall not have occurred and be continuing. The removal of the Custodian under this Section 8.3 shall not be effective until a successor Custodian has been appointed and has accepted the duties of Custodian.

The Holders of a majority in aggregate principal amount of the Bonds at the time outstanding may, upon 30 days' written notice to the Custodian and the City, remove the Custodian and appoint a successor Custodian by instrument or instruments in writing signed by such Holders of the Bonds.

Section 8.4. Custodian. The Construction Funds shall each be held by the Bank, which shall be a bank, a trust company, a national banking association or a national association as custodian under this Ordinance or a Supplemental Ordinance.

Section 8.5. Duties and Obligations of Bank and Custodian. The recitals of fact made in this Ordinance and in the Bonds shall be taken as statements of the City, and the Custodian shall not be deemed to have made any representations whatsoever as to the correctness of the same or as to the validity or sufficiency of this Ordinance or of the Bonds issued hereunder. Nor shall the Bank or any Custodian be under any responsibility or duty with respect to the issuance of the Bonds or the application of the proceeds thereof, except to the extent provided for herein, or in a Supplemental Ordinance. The Custodian shall not be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in response to this Ordinance, or to the Bonds issued hereunder, or to advance any of its own moneys, unless properly indemnified to its satisfaction. Nor shall the Bank or any Custodian be liable in connection with the performance of its duties hereunder, except for its own negligence or default.

Section 8.6. Custodian Protected in Relying upon Resolutions. The Bank and Custodian shall at all times be protected in acting upon any notice, resolution, request, consent, order, certificate, statement, opinion, bond, or other paper or document believed to be genuine and to have been signed by the proper party or parties.

Section 8.7. Custodian Not Responsible for Recitals. The recitals contained in this Ordinance and in the Bonds (other than the certificate of authentication on the Bonds) are statements of the City, and the Custodian assumes no responsibility for their correctness. The Custodian makes no representations as to the value, condition or sufficiency of any assets pledged or assigned as security for the Bonds, the right, title or interest of the City therein, the security provided thereby or by this Ordinance, the technical or financial feasibility of any Project, the compliance of the Project with the Bond Act, or the tax-exempt status of the Bonds. The Custodian is not accountable for the use or application by the City of any of the Bonds or the proceeds of the Bonds, or for the use or application of any moneys paid over by the Custodian in accordance with any provision of this Ordinance.

Section 8.8. Custodian May Own Bonds. The Custodian, in its commercial banking or in any other capacity, may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Bondholder may be entitled to take with like effect as if it were not Custodian. The Custodian, in its commercial banking or in any other capacity, may also engage in or be interested in any financial or other transaction with the City and may act as depository, trustee or agent for any committee of Bondholders secured hereby or other obligations of the City as freely as if it were not Custodian. The provisions of this Section 8.8 shall extend to affiliates of the Custodian.

[End of Article VIII]

ARTICLE IX

AMENDMENTS OR SUPPLEMENTS TO ORDINANCE

Section 9.1. Amendments or Supplements to Ordinance. The City shall not amend this Ordinance except in accordance with the provisions of this Article.

A. The City may, from time to time and without the consent of any Holder of the Bonds enact an ordinance amendatory hereof or supplemental thereto (a) for the purpose of providing for the issuance of Bonds pursuant to the provisions of Article III hereof, or (b)(i) making any amendments or modifications hereto which may be required to permit this Ordinance to be qualified under the Trust Indenture Act of 1939, as amended; (ii) making any modification or amendment to this Ordinance not inconsistent herewith required for the correction of language or to cure any ambiguity or defective provisions, omission, mistake or manifest error herein contained; (iii) making any amendments or supplements hereto to grant to or confer upon the Holders additional rights, remedies, power and authority, or to grant to or confer upon any Holders, committee or trustee for the Holders any additional rights, power or authority; or (iv) adding to the security of the Holders of the Bonds.

B. From time to time the Holders of 66-2/3% in principal amount of the Bonds then Outstanding, by an instrument or instruments in writing signed by such Holders and filed with the City and the Custodian, shall have power to assent to and authorize any modification or amendment to the provisions of this Ordinance that may be proposed by the City or of the rights and obligations of the City and of the Holders of Bonds issued hereunder. Any action herein authorized to be taken with the assent and authority given as aforesaid of the Holders of 66-2/3% in principal amount of the Bonds at the time Outstanding shall be effective and binding upon all of the Holders of Bonds issued hereunder; and any action herein authorized to be taken with the assent and authority given as aforesaid of the Holders of 66-2/3% in principal amount of the Bonds at the time Outstanding shall be effective and binding upon all of the Holders of Bonds Outstanding and upon the City as fully as though such action were specifically and expressly authorized by the terms of this Ordinance; provided always, that without the consent of the Holder of each Bond affected thereby, no such modification shall be made which will (a) extend the time of payment of principal of or the interest on any Bond, or reduce the principal amount thereof or the rate of interest thereon or the premium payable upon the redemption thereof, or (b) give to any Bond or Bonds any preference over any other Bond or Bonds, or (c) authorize the creation of any pledge prior to or, except as provided herein for the issuance of Series of Bonds, on a parity with the pledge afforded by this Ordinance, or (d) reduce the percentage in principal amount of the Bonds required to assent to or authorize any such modification to this Ordinance. For the purpose of computations required by this paragraph, Bonds directly or indirectly owned or controlled by the City shall be disregarded.

Any modification or amendment or supplement to the provisions of this Ordinance or of any Supplemental Ordinance supplemental hereto shall be set forth in an ordinance to be enacted by the City.

The City expressly authorizes the underwriter or purchaser of any Series of Bonds, or provider of bond insurance for any Series of Bonds, to assent to and consent to such amendments to this Ordinance as contemplated by this Article in the same manner as the Holders of the Bonds.

No modification of rights and obligations of Custodian under this Ordinance shall be made without prior written consent of Custodian.

[End of Article IX]

ARTICLE X

EVENTS OF DEFAULT

Section 10.1. Events of Default. With respect to the Bonds, the following shall constitute "Events of Default":

A. If payment of the principal of any Bond, whether at maturity or by proceedings for redemption, or upon mandatory sinking fund redemption, or by declaration as provided in Section 11.1 hereof, or otherwise, is not made by the City after the same becomes due and payable; or

B. If payment of any installment of interest on any Bond is not made by the City as the same becomes due and payable; or

C. If the City shall fail or refuse to comply with the essential provisions of the Bond Act, or shall fail in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in the Bonds or in this Ordinance or in any Supplemental Ordinance on the part of the City to be performed, and such failure continues for 60 days after written notice specifying such failure and requiring the same to be remedied has been given to the City by the Custodian or the Holders of not less than 20% in principal amount of the Bonds then Outstanding or any trustee or committee therefor; provided, however, that if the City fails to maintain sufficient fees, rates and other charges to satisfy the Rate Covenant, such failure shall not constitute an Event of Default provided that within 30 days from the City's receipt of such written notice the City has taken active steps to remedy the failure and thereafter diligently pursues such remedy; or

D. If any proceedings are instituted, with the consent or acquiescence of the City, for the purpose of effecting a composition between the City and its creditors and if the claim of such creditors is in any circumstance payable from any of the Revenues or any other moneys pledged and charged in this Ordinance or any Supplemental Ordinance for the payment of the Bonds, or any such proceedings are instituted for the purpose of adjusting the claims of such creditors, pursuant to any federal or State statute now or hereafter enacted; or

E. If an order or decree is entered (a) with the consent or acquiescence of the City, appointing a receiver or receivers of the System or any of the facilities thereof; or (b) without the consent or acquiescence of the City, appointing a receiver or receivers of the System or any of the facilities thereof and if, in either case, such order or decree having been entered is not vacated or discharged or stayed on appeal within 60 days after the entry thereof; or

F. If, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the System or any of the facilities thereof, and such custody or control is not terminated within 90 days from the date of assumption of such custody or control; or

G. If the City is for any reason rendered incapable of fulfilling its obligations hereunder in any material respect.

Subject to the provisions, limitations and conditions of Sections 11.1 and 11.2 hereof, insofar as the remedies provided in said provisions are concerned, nothing in Section 11.3 hereof or in this Article, and particularly nothing in subparagraph C of this Section 10.1, shall prohibit or limit, or be construed as prohibiting or limiting any Holder of a Bond from enforcing the duties of the City, or any of the officers thereof, under any provisions of this Ordinance (including, without limiting the generality of the foregoing, the duties imposed by or referred to in Section 11.3 hereof) by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction, even though the failure of the City or any of the officers thereof to perform any such duty may not then constitute an "Event of Default" as defined in this Article X.

[End of Article X]

ARTICLE XI

REMEDIES UPON EVENT OF DEFAULT

Section 11.1. Declaration of Principal and Interest as Due. Upon the occurrence of an Event of Default, and at any time thereafter while such Event of Default continues, then and in each and every case the Custodian in its own name and as trustee of an express trust, on behalf and for the benefit and protection of the Holders of all Outstanding Bonds, may proceed, and upon the written request of the Holders of not less than 25% in principal amount of the Bonds then Outstanding, shall proceed to declare the principal of all Bonds then Outstanding, together with all accrued and unpaid interest thereon, if not already due, to be due and payable immediately, and upon any such declaration the same shall become and be due and payable immediately. This provision is also subject, however, to the condition that, if at any time after the principal of the Bonds, together with the accrued and unpaid interest thereon and other moneys secured hereby, have been so declared due and payable and before any further action has been taken (other than the making of the above declaration), the principal amount of all Bonds which have matured either according to the maturity date or dates otherwise specified therein (except as a result of such declaration) and all arrears of interest upon all Bonds, except interest accrued but not yet due on said Bonds, have been paid or caused to be paid, and all other Events of Default, if any, which have occurred have been remedied, cured or secured, then and in each and every such case the Holders of 25% in principal amount of the Bonds then Outstanding, by notice in writing delivered to the Custodian and the City, may waive such Default and its consequences and rescind and annul such declaration. No such waiver or rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power related to such subsequent Default.

Section 11.2. Appointment of a Receiver. Upon the occurrence of an Event of Default described in subparagraphs A and B of Section 10.1 hereof, and at any time thereafter while such default continues, any court of competent jurisdiction may appoint a receiver; provided, however, if application is made by the Custodian or the Holders of not less than 25% in principal amount of the Bonds then Outstanding or any trustee therefor, such court may appoint a receiver. Any receiver so appointed shall (a) enter into and upon and take possession of the System, to the exclusion of the City if such court so directs; (b) have, hold, use, operate, manage and control the System as such receiver may deem best; and (c) exercise all rights and powers of the City with respect to the System as the City itself may do. In addition, the receiver shall (a) maintain, restore and insure the System and from time to time make all necessary and proper repairs to the System as such receiver may deem expedient; (b) establish, levy, maintain and collect such fees, rentals and other charges in connection with the System as such receiver may deem necessary or proper and reasonable; and (c) collect and receive all revenues, deposit such revenues in a separate account and apply such revenues so collected and received in such manner as the court shall direct.

Notwithstanding anything contained in this Ordinance or the Bond Act, such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of whatever kind or character of the City and useful to the System.

Section 11.3. Suits at Law or in Equity and Mandamus. In case any one or more of the Events of Default shall happen and be continuing, then and in every such case, but subject to the provisions, limitations and conditions of Sections 11.1 and 11.2 of this Article so far as the remedies provided in said provisions are concerned, the Holder of any Bond at the time Outstanding, or Custodian therefor, may, for the equal benefit and protection of all Holders of the Bonds similarly situated,

- (a) by mandamus or other suit, action or proceedings at law or in the equity, enforce such Bondholder's right against the City and require and compel the City to perform and carry out its duties and obligations under the Bond Act and this Ordinance, and to perform and carry out its covenants and agreements with the Bondholders;
- (b) by action or suit in equity require the City to account as if such City were the trustee of an express trust;
- (c) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders; or
- (d) bring suit upon the Bonds.

Section 11.4. Remedies Not Exclusive; Effect of Waiver of Default; Effect of Abandonment of Proceedings or Adverse Determination. The Holders from time to time of the Bonds shall be entitled to all the remedies and benefits of this Ordinance as are and as shall be provided by law, and, subject to the provisions of Sections 11.1 and 11.2 hereof, nothing herein shall be construed to limit the rights or remedies of any such Holders under any applicable statute that may now exist or be enacted thereafter. No remedy conferred by the Bond Act and this Article upon any Holder of any Bond is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred by the Bond Act and this Article or by any other law now or hereafter existing. Every substantive right and remedy conferred upon the Holders of the Bonds may be enforced and exercised from time to time and as often as may be deemed expedient.

No waiver of any default or breach of duty or contract by any Holder of any Bond shall extend to or affect any subsequent default or breach of duty or contract, or shall impair any rights or remedies thereon. No delay or omission of any Holder of a Bond to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein.

In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and then discontinued or abandoned, or shall be determined adversely to Holders of the Bonds then and in every such case, the City and such Holders shall be restored to their former positions and rights and remedies as if no suit, action or proceeding had been brought or taken.

Section 11.5. Restrictions on Bondholder's Action.

A. No Holder of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of this Ordinance or the execution of any trust under this Ordinance or for any remedy under this Ordinance unless such Holder shall have previously given to the Custodian written notice of the happening of an Event of Default and the Holders of at least twenty-five percent (25%) in principal amount of the Bonds then Outstanding shall have filed a written request with the Custodian and shall have offered the Custodian reasonable opportunity, either to exercise the powers granted in this Ordinance or by the laws of the State or to institute such action, suit or proceeding in its own name, and unless such Holders shall have offered to the Custodian adequate security and indemnity against the costs, fees (including reasonable attorneys' fees), expenses and liabilities to be incurred therein or thereby, and the Custodian shall have refused to comply with such request for a period of 60 days after receipt by it of such notice, request an offer of indemnity. No one or more Holders of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the pledge created by this Ordinance, or to enforce any right under this Ordinance, except in the manner therein provided. All proceedings at law or in equity to enforce any provision of this Ordinance shall be instituted, had and maintained in the manner provided in this Ordinance and for the equal benefit of all Holders of the Outstanding Bonds.

B. Nothing in this Ordinance or in the Bonds contained shall affect or impair the obligation of the City, which is absolute and unconditional, to pay at the respective dates of maturity and places therein expressed the principal of (and redemption premium, if any) and interest on the Bonds to the respective Holders thereof, or affect or impair the right of action, which is also absolute and unconditional, of any Holder to enforce such payment of his Bond.

Section 11.6. Application of Revenues and Other Moneys After Default. During the continuance of an Event of Default, all moneys received by the Custodian pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses and advances incurred or made by the Custodian with respect thereto, including reasonable attorneys' fees, be deposited in the respective Bond and Interest Redemption Funds, and all amounts held by the Custodian hereunder shall be applied as follows (provided if more than one Bond and Interest Redemption Fund has been established, such amounts shall be paid ratably):

A. Unless the principal of all Outstanding Bonds shall have become or have been declared due and payable:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds in the order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the person entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal amounts or redemption premium, if any, of any Bonds which shall have become due (other than Bonds previously called for redemption in accordance with the provisions hereof), whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the principal amounts or redemption premium, if any, due on such date, to the persons entitled thereto, without any discrimination or preference.

B. If the principal amounts of all Outstanding Bonds shall have become or have been declared due and payable, to the payment of the principal amounts and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal amounts and interest, to the persons entitled thereto without any discrimination or preference.

C. If the principal amounts of all Outstanding Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article XI, then, subject to the provisions of this Section 11.6 in the event that the principal amounts of all Outstanding Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (A) of this Section 11.6.

Whenever moneys are to be applied by the Custodian pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Custodian shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Custodian shall apply such moneys, it shall fix the date (which shall be a Bond payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the principal amounts to be paid on such dates shall cease to accrue. The Custodian shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Holder of any Bond until such Bond shall be presented to the Custodian for appropriate endorsement of any partial payment or for cancellation if fully paid.

Whenever all Bonds and interest thereon have been paid under the provisions of this Section and all expenses and charges of the Custodian have been paid, any balance remaining shall be paid to the person entitled to receive the same; if no other person shall be entitled thereto, then the balance shall be paid to the City or as a court of competent jurisdiction may direct.

[End of Article XI]

ARTICLE XII

DEFEASANCE

Section 12.1. Defeasance. The obligations of the City under this Ordinance and the liens, pledges, charges, trusts and the covenants and agreements of the City herein made or provided for, shall be fully discharged and satisfied as to any Bond; and, unless or except as otherwise provided in the Supplemental Ordinance providing for the issuance of any Series of Bonds, such Bond or Series of Bonds shall no longer be deemed to be Outstanding hereunder when:

(a) Such Bond or Series of Bonds shall have been purchased by the City and surrendered to the City for cancellation or otherwise surrendered to the City or the Registrar, and is canceled or subject to cancellation by the City or Registrar, or

(b) Payment of the principal of, redemption premium, if any, and interest on such Bond or Series of Bonds, either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent or such other depository as the City may designate in trust and irrevocably setting aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) 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 Custodian, Paying Agent and the Registrar, or a combination thereof. At such time as a Bond or Series of Bonds shall no longer be deemed to be Outstanding hereunder, as aforesaid, such Bond or Series of Bonds shall cease to draw interest from the maturity date or redemption date thereof, and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

(c) If moneys or Government Obligations have been deposited with the Custodian pursuant to this Section 12.1 for payment of less than all Bonds of a Series and maturity, the Bonds of such Series and maturity to be so paid from such deposit shall be selected by the Custodian by lot by such method as shall provide for the selection of portions (in authorized denominations) of the principal of Bonds of such Series and maturity of a denomination larger than the smallest authorized denomination. Such selection shall be made within seven days after the moneys or Government Obligations have been deposited with the Custodian. This selection process shall be in lieu of the selection process otherwise provided with respect to redemption of Bonds in Article V. After such selection is made, Bonds that are to be paid from such deposit (including Bonds issued in exchange for such Bonds pursuant to the transfer or exchange provisions of this Ordinance) shall be identified by a separate CUSIP number or other designation satisfactory to the Custodian. The Custodian shall notify Bondholders whose Bonds (or portions thereof) have been selected for payment from the moneys or Government Obligations on deposit and shall direct such Bondholders to surrender their Bonds to the Custodian in exchange for Bonds with the appropriate designation. The selection of Bonds for payment from such deposit pursuant to this subparagraph (c) shall be conclusive and binding on the City and the Bondholder.

The City shall give to the Custodian in form satisfactory to it irrevocable instructions to give notice of the deposit of moneys or Government Obligations, the selection of Bonds to be redeemed including CUSIP numbers and the anticipated date of redemption. The Custodian shall promptly give such notice to the Bondholders including the information required under Section 5.3 hereof.

Any moneys so deposited with the Paying Agent or such other depository as the City may designate as provided in this Article XII may at the direction of the City also be invested and reinvested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Government Obligations in the hands of such Paying Agent which is not required for the payment of the Bonds or Series of Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be treated as Revenues of the System.

Notwithstanding any provision hereof which may be contrary to the provisions of this Article XII, all moneys or Government Obligations set aside and held in trust pursuant to the provisions of this Article XII for the payment of Bonds or Series of Bonds shall be applied to and used solely for the payment of the particular Bonds or Series of Bonds with respect to which such moneys and Government Obligations have been so set aside in trust.

Any provision hereof to the contrary notwithstanding, if moneys or Government Obligations have been deposited or set aside with the Paying Agent pursuant to this Article XII for the payment of the Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article XII shall be made without the consent of the Bondholder of each Bond or Series of Bonds affected thereby.

[End of Article XII]

ARTICLE XIII

MISCELLANEOUS

Section 13.1. Benefits of Ordinance Limited to the City, the Custodian and the Holders of the Bonds. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Bonds is intended or should be construed to confer upon or give to any person other than the City, the Custodian and the Holders of the Bonds, any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City, the Custodian and the Holders from time to time of the Bonds as herein and therein provided.

Section 13.2. Ordinance Binding Upon Successors or Assigns of the City. All the terms, provisions, conditions, covenants, warranties and agreements contained in this Ordinance shall be binding upon the successors and assigns of the City and shall inure to the benefit of the Custodian, its successors or substitutes in trust and assigns, and the Holders of the Bonds.

Section 13.3. No Personal Liability. No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the City contained in this Ordinance or the Bonds, against any member of the City, any officer or employee, as such, in his or her individual capacity, past, present or future, of the City, either directly or through the City, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise. It is expressly agreed and understood that this Ordinance and the Bonds are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer or employee as such past, present or future, of the City, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the City and the Custodian or the Bondholder or to be implied therefrom as being supplemental hereto or thereto. All personal liability of that character against every such member, officer and employee is, by the adoption of this Ordinance and the execution of the Bonds, and as a condition of, and as a part of the consideration for, the adoption of this Ordinance and the execution of the Bonds, expressly waived and released. The immunity of members, officers and employees of the City under the provisions contained in this Section 13.3 shall survive the termination of this Ordinance.

Section 13.4. Effect of Saturdays, Sundays and Legal Holidays. Whenever this Ordinance requires any action to be taken on a Saturday, Sunday, legal holiday or bank holiday in the State, such action shall be taken on the first Business Day occurring thereafter. Whenever in this Ordinance the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, legal holiday or bank holiday, in the State, such time shall continue to run until midnight on the succeeding Business Day.

Section 13.5. Partial Invalidity. If any one or more of the covenants or agreements or portions thereof provided in this Ordinance on the part of the City or the Custodian or any Paying Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements and portions thereof provided in this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds, but the Holders of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because of conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 13.6. Law and Place of Enforcement of Ordinance. This Ordinance shall be construed and interpreted in accordance with the laws of the State and all suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in the State.

Section 13.7. 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 Ordinance.

Section 13.8. Notices. All notices, certificates or other communications hereunder or under this 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 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 13.9. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 13.10. Effective Date. This Ordinance shall become effective upon its enactment; provided, however, that it shall not be necessary for the City to establish the funds and accounts created in Article VI hereof prior to the issuance of any Bonds.

Section 13.11. Codification. This Ordinance shall be forthwith codified in the Code of City Ordinances in the manner required by law.

[End of Article XIII]

Enacted by the City Council of the City of Columbia, South Carolina, this ____ day
of _____, 2018.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading: _____, 2018

Date of Second Reading: _____, 2018



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-014 - A First Supplemental Ordinance Providing for the issuance and sale of City of Columbia, South Carolina, Stormwater System Revenue Bonds, in one or more series in the aggregate principal amount of not exceeding \$50,000,000, in order to finance various capital projects and improvements to the system, any necessary debt service reserves and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager 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 related thereto

FINANCIAL IMPACT:

STRATEGIC GOALS: Foster a healthy quality of life, Provide high quality municipal services

ATTACHMENTS:

- **#a:** 2018-014 1st Supplemental Stormwater Revenue Bond 2018 (PDF)

CITY OF COLUMBIA, SOUTH CAROLINA

ORDINANCE NO.: 2018-014

A FIRST SUPPLEMENTAL ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF CITY OF COLUMBIA, SOUTH CAROLINA, STORMWATER SYSTEM REVENUE BONDS, IN ONE OR MORE SERIES, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$50,000,000, IN ORDER TO FINANCE VARIOUS CAPITAL PROJECTS AND IMPROVEMENTS TO THE SYSTEM, ANY NECESSARY DEBT SERVICE RESERVES 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: _____, 2018

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. 2018-013 (the “General Bond Ordinance”) enacted by the City Council (the “Council”) of the City of Columbia, South Carolina (the “City”), contemporaneous with this First Supplemental Ordinance (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 First Supplemental Ordinance have the respective meanings given to them in the Ordinance and in Section 1 hereof.

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

“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 Underwriter and the City, as amended or supplemented thereto.

“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 First 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 First 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.

“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.

“General Bond Ordinance” shall mean Ordinance No. 2018-013 of the Council of the City enacted contemporaneous with this First Supplemental Ordinance.

“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, 2018, 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, Stormwater System Revenue Bonds, in one or more series pursuant to Section 3 hereof, in the aggregate principal amount of not exceeding \$50,000,000, in order to finance the Costs of Acquisition and Construction of the New Projects, 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 certain improvements to the System, including any but not limited to the following: replacements and improvements necessary to maintain current service levels as well as address prioritized flooding and water quality issues; specifically retention and impervious surface projects, collection and conveyance improvements, stream restoration, and watershed planning; and such other improvements as the City may deem necessary or incidental to the System.

“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).

“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.

“Series Bond and Interest Redemption 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 Bond and Interest Redemption Fund shall be further identified or designated to relate to the specific Series of the New Bonds issued hereunder.

“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 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 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.

“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.

“Underwriter” shall mean Siebert Cisneros Shank & Co LLC, on behalf of itself and as representative of Loop Capital Markets LLC, as Underwriter.

“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 Bond and Interest Redemption 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 First 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 the lien and charge thereon and pledge thereof created by the General Bond Ordinance and this First Supplemental Ordinance for the payment and security of the New Bonds.

(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) are approximately \$42,000,000 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. 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) 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.

(i) The New Bonds are being issued hereunder in an aggregate principal amount of not exceeding \$50,000,000, for one or more of the following purposes: (1) to improve and enlarge the System (i.e., the New Projects); (2) 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 (3) to pay the Cost of Issuance of the New Bonds.

(j) It is necessary and in the best interest of the City to undertake the New Projects and to issue the New Bonds in the aggregate principal amount of not exceeding \$50,000,000 in accordance with the Ordinance, the Act, and this First 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, Stormwater System Revenue Bonds, Series (year) [including such further words, numbers or letters as may be necessary or desirable to identify individual series thereof and the purpose for issuance]” (collectively, the “New Bonds”), in the aggregate principal amount of not exceeding \$50,000,000. The proceeds of the New Bonds shall be used for one or more of the purposes set forth in Section 2(i) 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 First 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 McNair Law Firm, P.A., 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 First 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 First 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 First 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 Bond and Interest Redemption Fund.

In accordance with Section 6.5 of the General Bond Ordinance, the Series Bond and Interest Redemption 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 Bond and Interest Redemption Fund” with respect to the related Series of New Bonds.

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. [Reserved]

Section 10. Designation of Bank, Custodians, 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 Bank and Custodians under the General Bond Ordinance, and the Registrar and the Paying Agent, respectively, for the New Bonds, pursuant to Section 11 hereof. The Bank and Custodians, and the Registrar and the Paying Agent shall each signify its acceptance of its respective 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 portions thereof to be issued on a taxable or tax-exempt basis and to be issued as “green bonds”, if any), authorized denominations thereof and the purposes of each Series thereof; 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 Bank and Custodians under the General Bond Ordinance; the Registrar and Paying Agent for each Series of the New Bonds; and any Underwriter’s or original issue discount or original issue premium at which each Series of the New Bonds will be sold.

(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 such Bond Purchase Agreement by the Underwriter, the Mayor and the City Manager, or either of them acting alone, shall further determine that the respective Purchase Contract is fair and reasonable and in the best interest of the City; that the related Series of New Bonds shall be sold to the Underwriter 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 Underwriter, 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 Underwriter, 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 First Supplemental Ordinance) and the information contained herein and therein in the connection with the public offering and sale of the New Bonds by the Underwriter.

(e) A copy of this First Supplemental Ordinance shall be filed with the minutes of the meeting at which this First 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, if any, 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 or in connection with the certification, verification or monitoring of the New Bonds or any portion thereof (or the New Projects) which are issued as “green bonds,” if any, and to enter into, execute and deliver on behalf of the City, such loan, insurance, reimbursement or guaranty or other 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 First Supplemental Ordinance as if fully set forth herein.

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 Underwriter’s 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) 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.

(b) 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 to pay Costs of Acquisition and Construction for the New Projects 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 a 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 Cost of the Acquisition and Construction of the New Projects 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 Bond and Interest Redemption 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 that it will not take any action which will, or fail to take any action which failure will, cause interest on the New 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 New Bonds. The City further covenants and agrees with the Holders of the New Bonds that no use of the proceeds of the New Bonds shall be made which, if such use had been reasonably expected on the date of issue of the New Bonds would have caused the New Bonds to be "arbitrage bonds," as defined in the Code; and to that end the City hereby shall:

(a) comply with the applicable provisions of Sections 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as any of the New Bonds are Outstanding;

(b) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and

(c) make such reports of such information at the times and places required by the Code.

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 First 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 First 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 First 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. 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 First Supplemental Ordinance.

Section 17. 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 First Supplemental Ordinance.

Section 18. 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 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 19. Repeal of Inconsistent Ordinances and Resolutions.

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

Section 20. Effective Date.

This First 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 _____, 2018.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading: _____, 2018
Date of Second Reading: _____, 2018

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
STORMWATER SYSTEM REVENUE BOND
SERIES (YEAR)

REGISTERED

No. R-_____

<u>Original</u> <u>Issue Date</u>	<u>Maturity</u> <u>Date</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u>
_____ 1, 2018	<i>(As set forth in Schedule A)</i>		

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 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 making certain improvements, enlargements and extensions to the City’s Water and Sewer System (the “System”). 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, including particularly Article X, Section 14(10) of the South Carolina Constitution and Title 6, 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. 2018-013 of the City Council of the City (the “Council”) enacted on _____, 2018, as amended (as so amended, the “General Bond Ordinance”), and as supplemented by the First Supplemental Ordinance No. 2018-014 of the Council enacted on _____, 2018 (the “First 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 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 any Series of Bonds (as defined in the General Bond Ordinance) 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:

<u>Period During Which Redeemed (both dates inclusive)</u>	<u>Redemption Prices</u>
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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 Bond and Interest Redemption Fund (as defined in the First 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:

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

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 Bond and Interest

Redemption 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 of South Carolina, 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 of South Carolina 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

_____ Bank _____
(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 McNair Law Firm, P.A., 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
Stormwater System Revenue Bonds,
Series (year)

<u>Maturity</u> <u>(February 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>Number</u>
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EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT D

FORM OF CONTINUING DISCLOSURE AGREEMENT



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Traffic Engineering

FROM: David Brewer,

SUBJECT: Council is asked to approve the installation of one (1) additional street light on Florence Street and two (2) additional street lights on Preston Street, as requested by the Traffic Engineering Division.

FINANCIAL IMPACT:

ORIGINAL BUDGET: \$2,200,000.00

CLEAN WATER 2020?: No

Neighborhood	Existing Lights	Requested Lights	Current Annual Lease Cost	Project Request Total	Total Year To Date
Florence Street	2	1	\$237.84	\$118.92	\$1189.20
Preston Street	3	2	\$356.76	\$237.84	\$1427.04

ATTACHMENTS:

- **#a:** Street_Lighting (PDF)
- **#b:** Florence St. Streetlight (PDF)
- **#c:** Preston St. Streetlight (PDF)



City of Columbia
Public Works Department
Traffic Engineering Division
Street Light Improvement Data

Request Number

17-22

Status:

Pending

Requested By Carl Kinard
Date Requested 2/2/2018
Neighborhood Florence St.
Map Attached ☒

Inventory Performed By Jed Holliday
Date Inventory Performed 2/2/2018

Insufficient Number of Lights	☒	
Tree Canopy Issues	☒	Date Canopy Addressed 2/2/2018
Bulbs Burned Out	☐	Date Bulbs Addressed

Existing Number of Lights 150 HPS 2 400 HPS 0

Current Yearly Lease Cost \$237.84

Proposed Standard Lighting

	150 HP	400 HPS
Additional Lights Requested	1	0
Monthly Lease Rate(per light)	\$9.91	\$17.71
Proposed Annual Lease Increase	\$118.92	
Additional Poles Needed	0	

Proposed Decorative Lighting

Additional Poles Needed	0
Additional Lights Needed	0
Installation Cost	\$0.00
Monthly Lease Rate(per light)	\$0.00
Annual Lease Rate	\$0.00

TOTAL ADDITIONAL LIGHTS NEEDED

1

PROJECT REQUEST TOTAL

\$118.92

YTD Additions to Budget \$1,189.20

YTD Lights Added 10

City Council Action

Funding Source Identified	Funding Source Acct Number
Agenda Item Date	Agenda Item Number

Disclaimer: Monthly lease rates subject to change based on Public Service Commission Approvals

Date Additional Lighting Requested

Date Lighting Addition Completed



City of Columbia
Public Works Department
Traffic Engineering Division
Street Light Improvement Data

Request Number

17-23

Status:

Pending

Requested By Mary Stewart
Date Requested 2/2/2018
Neighborhood 2700 Blk Preston St.
Map Attached ☒

Inventory Performed By Jed Holliday
Date Inventory Performed 2/5/2018

Insufficient Number of Lights	☒	
Tree Canopy Issues	☒	Date Canopy Addressed 2/5/2018
Bulbs Burned Out	☐	Date Bulbs Addressed

Existing Number of Lights **150 HPS** 3 **400 HPS** 0

Current Yearly Lease Cost \$356.76

Proposed Standard Lighting

	150 HP	400 HPS
Additional Lights Requested	2	0
Monthly Lease Rate(per light)	\$9.91	\$17.71
Proposed Annual Lease Increase		\$237.84
Additional Poles Needed		0

Proposed Decorative Lighting

Additional Poles Needed	0
Additional Lights Needed	0
Installation Cost	\$0.00
Monthly Lease Rate(per light)	\$0.00
Annual Lease Rate	\$0.00

TOTAL ADDITIONAL LIGHTS NEEDED

2

PROJECT REQUEST TOTAL

\$237.84

YTD Additions to Budget \$1,427.04

YTD Lights Added 12

City Council Action

Funding Source Identified	Funding Source Acct Number
Agenda Item Date	Agenda Item Number

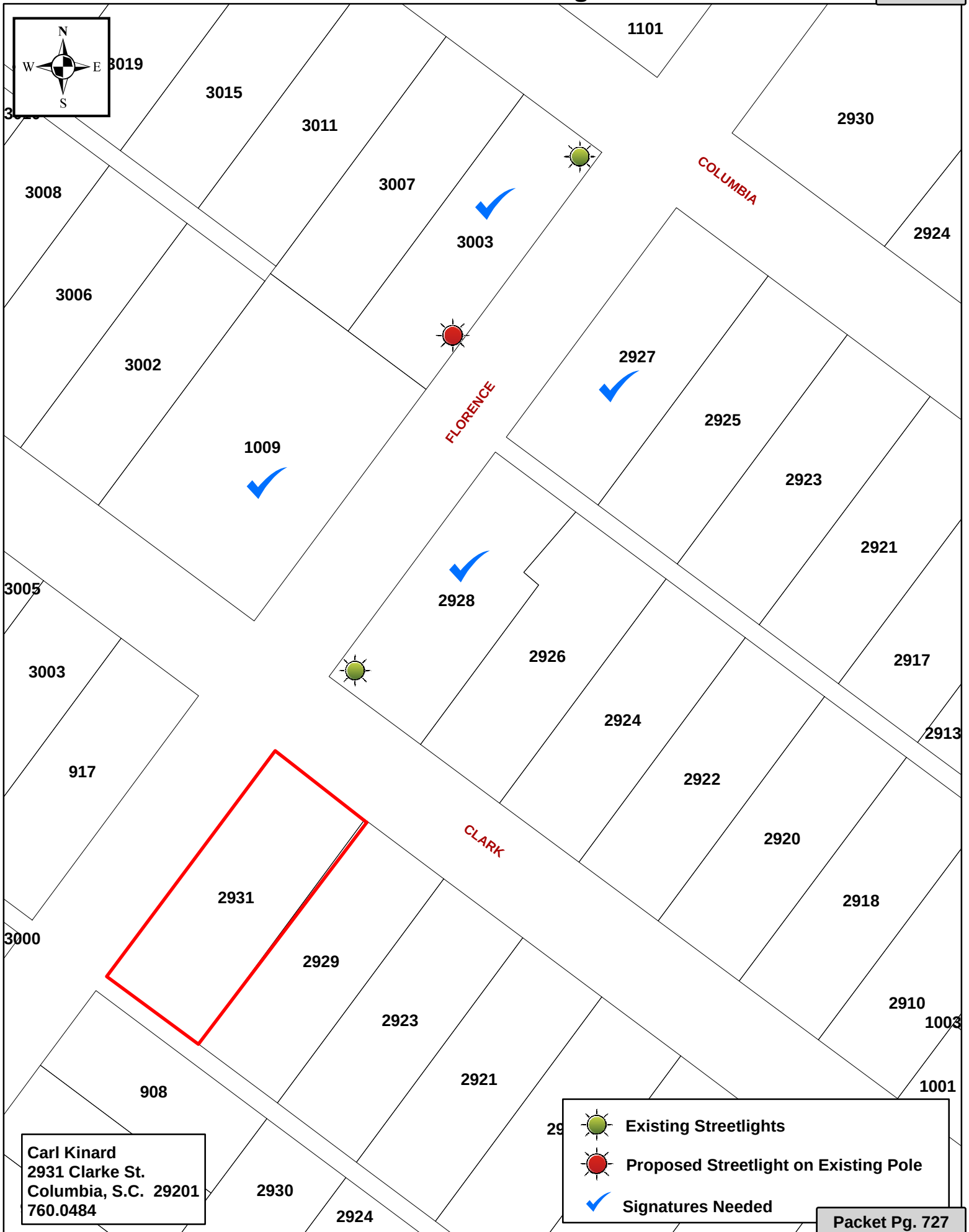
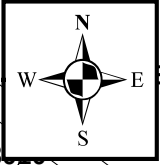
Disclaimer: Monthly lease rates subject to change based on Public Service Commission Approvals

Date Additional Lighting Requested

Date Lighting Addition Completed

Florence St. Streetlight

47.b



Preston St. Streetlight

47.c



Mary Stewart
2711 Preston St.
Columbia, S.C.
238.9168



We Are Columbia

MEETING DATE: April 17, 2018

DEPARTMENT: Traffic Engineering

FROM: *David Brewer,*

SUBJECT: Council is asked to approve the Installation of three (3) Speed Humps in the Oakwood Court Neighborhood, as requested by the Public Works Department.

PURPOSE: The Columbia Fire Department and Police Department have reviewed and approved the proposed location.

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** Oakwood Court Speed Humps to CC (PDF)
- **#b:** Amherst Ave Speed Humps Map (PDF)



EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works
FROM: David D. Brewer, City Traffic Engineer 
SUBJECT: Traffic Calming – Oakwood Court Neighborhood
DATE: March 14, 2018

In response to a request from residents of the Oakwood Court Neighborhood, traffic volume/speed surveys were conducted in the area relative to the need for additional traffic control measures on Amherst Avenue and Eaton Street.

Amherst Avenue is owned and maintained by the City of Columbia, and is two-lane residential in nature. Eaton Street is owned by the S.C. Department of Transportation (SCDOT). Due to its location between Devine Street and Millwood Avenue, Oakwood Court experiences a significant amount of cut-through traffic.

Based on our review, the neighborhood has requested installation of three speed humps at the locations shown on the attached map. The proposed locations for the associated warning signs are also shown. The Police and Fire Departments have reviewed the proposed locations. If City Council approves, please advise me, and we will proceed with the installations on Amherst and obtaining SCDOT approval for Eaton Street as soon as the work can be scheduled.

Amherst Ave. Speed Humps

