



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, APRIL 2, 2019

The Columbia City Council will conduct a Work Session at 2 p.m. and Meeting at 6 p.m. on Tuesday, April 2, 2019 at Council Chambers at City Hall, 1737 Main Street, 3rd Floor, Columbia, SC 29201.

The Honorable Mayor Stephen K. Benjamin
The Honorable Sam Davis, District I ▪ The Honorable Tameika Isaac Devine, At-Large
The Honorable Moe Baddourah, District III ▪ 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.

CALL TO ORDER

INVOCATION

FISCAL YEAR 2019/2020 BUDGET WORKSHOP

1. Capital Projects - Ms. Melisa Caughman, Budget and Program Management Director
 - Emergency Operations Center - Mr. Harry Tinsley, Emergency Management Director
 - Fire Facilities - Fire Chief Aubrey Jenkins, Columbia Fire Department
 - Park Facilities - Mr. Randy Davis, Parks and Recreation Director
2. Gateway Enhancements - Mr. Robert Anderson, Public Works Director

EXECUTIVE SESSION

3. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to §30-4-70(a)(2)
 - Ban the Box Ordinance*
 - Revenue Options*
 - Greene Street Penny Project*
 - Bike Lanes - Penny Projects*
 - Lower Richland Sewer*
 - Rocky Branch Greenway*
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We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, APRIL 2, 2019**

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4. 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)

Kline

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

Wayfinding MOU

COUNCIL MEETING - 6:00 P.M.

PLEDGE OF ALLEGIANCE

INVOCATION

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

ADOPTION OF THE AGENDA

CONSENT AGENDA ITEMS 6 THROUGH 20

6. Council is asked to approve the Agreement between the City of Columbia and the River Alliance for the Three Rivers Greenway Project Development, in an amount not to exceed \$55,000.00 for Fiscal Year 2018/2019. This firm is located in Columbia, SC.

Funding Source: Administration - City Manager- Special Contracts; 1011111-638300; Hospitality-Special Contracts; Special Contracts: 2124313-638300. The original budgeted amount was \$55,000.00.

7. Council is asked to approve the purchase of materials to rebuild Train1 and Train 2 Primaries at the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Evoqua Water Technologies, LLC in the amount of \$91,156.32. Evoqua Water Technologies is located in Waukesha, WI.

Funding Source: Utilities Metro Wastewater Plt; Small Hand Tools/ Other Equipment; 5516208-623100. The original budget amount is \$91,156.32



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8. Council is asked to approve a Contract for the Metro Wastewater Treatment Plant Overflow Gate Replacement, as requested by Columbia Water. Award to Hammerhead Utilities, LLC in an amount not to exceed \$101,420.00, which includes contingency funding. This firm is located in Little Mountain, SC.

Funding Source: 5529999-658650-SS7505. The original budget amount is \$169,629.00.

The following subcontractor will provide additional services for this project:

Utility Electric of Anderson, SC will be providing electrical services valued at 23.32% (\$21,500.00) of the total contract.

9. Council is asked to approve the purchase of an Air Street Sweeper for the Solid Waste Division, as requested by Columbia Water. Award to Tymco Inc., in the amount of \$307,387.20. Tymco Inc. is located in Waco, TX.

Funding Source: Solid Waste Street Sweeping; Auto, Trucks, Hvy-Equip-Capital: 5534408-658500. The original budget amount is \$310,000.00

10. Council is asked to approve an Agreement for Project SD8371; Penn Branch Stabilization, as requested by Columbia Water. Award to McCormick Taylor, Inc. in the amount of \$412,015.00. This firm is located in Columbia, SC.

Funding Source: 5549999-SD837102-658650 Strm Wtr Imp Cap Proj Control - Penn Branch Drainage Improvements - Capital Project Costs. The original budgeted amount is \$412,015.00

This is a Mentor Protégé Program Project. McCormick Taylor is the Mentor and will develop the hydraulic model using the Protégé's hydrologic results, masonry wall repairs, stream stabilization alternatives, and attenuation basin feasibility study at 58.52% (\$241,125.00) of the contract value. HPG and Company of West Columbia, SC is the Protégé and will provide hydrologic and hydraulic design services at 24.72% (\$101,860.00) of the contract value.

The following sub-consultants will provide additional services:

Schanbel Engineering of West Columbia, SC will provide geotechnical services at 2.67% (\$11,000.00) of the contract value.

Chao & Associates of Columbia, SC, a Minority Business Enterprise, will provide survey easements and utilities mapping at 14.08% (\$58,030.00) of the contract value.



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11. Council is asked to approve the purchase of Three (3) Side Loader Trucks for the Solid Waste Division, as requested by Fleet Services. Award to Peterbilt of Charlotte using the Sourcewell Cooperative Agreement in the amount of \$778,045.74. This vendor is located in Charlotte, NC.

Funding Source: Capital Replacement- Auto, Trucks, Heavy Equipment Capital: 6308972-658500. The original budget amount is \$844,020.00.

12. FUTURE LAND USE MAP AMENDMENT CONFIRMATION - 112 Silo Court; TMS# 11108-01-12 and 11112-01-17

Ordinance No.: 2019-019 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 112 Silo Court; Richland County TMS# 11108-01-12 and 11112-01-17; annexed by Ordinance No.: 2018-071 enacted January 8, 2017

Council District: 3

Proposal: Request to affirm land use classification of Industrial (IND) following the annexation of the property. The property currently has interim classification of Industrial (IND).

Applicant: Stadium Suites Investors, LLC; JMG Realty, Inc. as agent

Staff Recommendation: Approval

PC Recommendation: 12/03/2018; Approval (7-0)

First reading approval was given on March 19, 2019.

13. ZONING MAP AMENDMENT CONFIRMATION - 112 Silo Court; TMS# 11108-01-12 and 11112-01-17

Council District: 3

Proposal: Request to affirm zoning of Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP). The property currently has interim zoning of Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP)

Applicant: Stadium Suites Investors, LLC; JMG Realty, Inc. as agent

Staff Recommendation: Approval

PC Recommendation: 12/03/2018; Approval (7-0)



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, APRIL 2, 2019

First reading approval was given on March 19, 2019.

14. ZONING MAP AMENDMENT - 516 S. Holly Street, TMS# 11313-07-18

Council District: 3

Proposal: Request to rezone the parcel from RS-3 and RG-2 to RG-2

Applicant: Stephen Jahue Moore

Staff Recommendation: Approval

PC Recommendation: 01/07/2019; Approval (8-0)

First reading approval was given on March 19, 2019.

**15. COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT - 1703
McFadden Street, TMS# 11511-11-02**

Ordinance No.: 2019-015 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 1703 McFadden Street; Richland County TMS# 11511-11-12

City Council District: 2

Proposal: Request to amend Chapter 8.3 of The Columbia Plan 2018 - Future Land Use Map to modify the land use classification from UCR-1 to UEMF.

Applicant: Lila Anna Sauls, Homeless No More

Staff Recommendation: Approval

PC Recommendation: 02/04/2019; Approval (9-0)

First reading approval was given on March 19, 2019.

16. ZONING MAP AMENDMENT - 1703 McFadden Street, TMS# 11511-11-02

Council District: 2

Proposal: Request to rezone the parcel from RG-1 to C-1

Applicant: Lila Anna Sauls, Homeless No More

Staff Recommendation: Approval



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, APRIL 2, 2019

PC Recommendation: 02/04/2019; Approval (9-0)

First reading approval was given on March 19, 2019.

17. ZONING MAP AMENDMENT - 3601 Ridgewood Avenue, TMS# 09209-24-04

Council District: 1

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

Applicant: John Stevens, Celtic Works, Inc.

Staff Recommendation: Approval

PC Recommendation: 02/04/2019; Approval (9-0)

First reading approval was given on March 19, 2019.

18. ZONING TEXT AMENDMENT - Amend §17-681(b)(7) and Granby Architectural Conservation District Guidelines to add 316 Heyward Street, TMS# 08816-10-12

Ordinance No.: 2019-017 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 3, Landmarks and Design Protection Districts, Sec. 17-681 Districts identified, (b) Architectural conservation district (7)

Proposal: Amend City of Columbia's Code of Ordinances §17-681(b)(7) (Districts identified) to include an additional lot to an annexation and update the map in the Granby Architectural Conservation District Guidelines for the same reason.

Pertinent Sections: Chapter 17, Article V, Division 3, Amend §17-681(b)(7) (Districts identified); Granby Architectural Conservation District Guidelines

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Approval

PC Recommendation: 02/04/2019; Approval (9-0)

First reading approval was given on March 19, 2019.



**COLUMBIA CITY COUNCIL MEETING AGENDA
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19. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 111 South Williams Street, 105 South Williams Street, 103 South Williams Street, 101 South Williams Street, RR101 Williams Street, R111 Williams Street, 316 Heyward Street, W/S Williams Street, and 108 South Williams Street; TMS# 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12, 08816-10-17, and 08816-10-03

Ordinance No.: 2019-014 - Annexing and Incorporating 111 South Williams Street, 105 South Williams Street, 103 South Williams Street, 101 South Williams Street, RR101 Williams Street, R111 Williams Street, 316 Heyward Street, W/S Williams Street, and 108 South Williams Street, Richland County TMS# 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12, 08816-10-17, and 08816-10-03 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 2

Proposal: Request to annex, assign land use classification of Urban Core Mixed Residential - Type 3 and Urban Core Neighborhood Activity Center (UCMR-3 and UCAC-1) and assign zoning of General Residential District and Mill Village Two-Family Residential District in the Granby Architectural Conservation District Design Preservation Overlay (RG-2 and RD-2, -DP). The property is currently classified as Mixed Residential High Density and zoned Heavy Industrial (HI) and Residential Multifamily High Density (RM-HD) by Richland County.

Applicant: 135 Williams Street, LLC and Mary Frances Paris

Staff Recommendation: Approval

PC Recommendation: 01/07/2019; Approval (8-0)

First reading approval was given on March 19, 2019.

20. Resolution No.: R-2019-035 Authorizing consumption of beer and wine only at the United Way of the Midlands' Women in Philanthropy Power of the Purse Charity Fundraiser on Thursday, May 23, 2019



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, APRIL 2, 2019

PRESENTATIONS

21. National Public Safety Telecommunicator Week Proclamation - The Honorable Mayor Stephen K. Benjamin
22. National Community Development Week, National Fair Housing Month and National Financial Literacy Month Proclamations - Ms. Gloria Saeed, Director of Community Development
23. Envision Columbia 2nd Anniversary Celebration - Ms. Leshia Utsey, Public and Media Relations Director

ORDINANCES - SECOND READING

24. ZONING TEXT AMENDMENT - Amend §17-401 to Exempt Signage Associated with a Wayfinding Program

Ordinance No.: 2019-016 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 12, Signs, Sec. 17-401, Definitions, Sign

Proposal: Amend the text of §17-401 to exclude signage installed as part of a wayfinding program sponsored by Columbia City Council from the definition of Sign

Applicant: Krista Hampton, Director of Planning and Development Services

Pertinent Section: Chapter 17, Article III, Division 12, Amend §17-401- Definitions

Staff Recommendation: Approval

PC Recommendation: 03/04/2019; Approval (7-0)

First reading approval was given on March 19, 2019.

25. Ordinance No.: 2019-021 Granting an encroachment to Experience Columbia SC for the use of right of way area of the 1600 block of Main Street, 1500 block of Main Street, and 1100 block of Lincoln Street for the installation and maintenance of digital information kiosks adjacent to 1633 Main Street, 1505 Main Street, and 1120 Lincoln Street, Richland County TMS#09014-10-08, 09014-11-13, 08916-02-14

First reading approval was given on March 19, 2019.



**COLUMBIA CITY COUNCIL MEETING AGENDA
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ORDINANCES - FIRST READING

26. Ordinance No.: 2019-012 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article IV, Pollution, Division 5, Regulations and Requirements Relating to Smoking of Tobacco Products, Sec. 8-215 Findings and intent, Sec. 8-216, Definitions, Sec. 8-217 Prohibition of smoking in the workplace; Sec. 8-218 Exceptions, Sec. 8-219 Reasonable distance of entry, Sec. 8-220 Jurisdiction, enforcement and penalties

A public hearing was held on March 19, 2019.

27. Ordinance No.: 2019-020 Granting an encroachment to Vincent J. Degenhart and Denice Degenhart for the use of the right of way area of the 400 block of Harden Street adjacent to 415 Harden Street, Richland County TMS #11311-03-08 for installation and maintenance of a masonry wall and aluminum gates

28. Ordinance No.: 2019-023 - Annexing 120 Sparkleberry Crossing Road, Richland County TMS# 25705-07-29

Council District: 4

Proposal: Annex, assign interim land use classification of Regional Activity Center (AC-3) and assign interim zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County.

Applicant: Sparkleberry Crossing Retail, LLC

Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning; Approve

PC Recommendation: 03/04/19: Annex, Assign Interim Land Use & Interim Zoning; Approve (7-0)

29. Ordinance No.: 2019-024 A Thirteenth 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 \$117,000,000 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



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RESOLUTIONS

- 30. Resolution No.: R-2019-033 Authorizing the City Manager to execute an Amended and Restated Lease Agreement and Amended and Restated Operation and Maintenance Agreement for the Saluda Riverwalk
- 31. Resolution No.: R-2019-036 Authorizing the City Manager to execute a Real Estate Purchase Agreement between the City of Columbia (Community Development Department) and M. Stephen Stubley, John Eric Fulda and Barbara A. Fulda for the purchase of 1113 King Street, TMS #11414-17-16

APPOINTMENTS

- 32. Board of Zoning Appeals Form-Based Codes
- 33. Central Midlands Regional Transit Authority Board (COMET)
- 34. Columbia Tree and Appearance Commission
- 35. Food Policy Committee
- 36. Midlands Authority for Conventions, Sports, and Tourism

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

APPEARANCE OF THE PUBLIC

ADJOURNMENT



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Budget & Program Management

FROM: *Missy Caughman,*

SUBJECT: Capital Projects - Ms. Melisa Caughman, Budget and Program Management Director

PURPOSE:

- Emergency Operations Center - Mr. Harry Tinsley, Emergency Management Director
- Fire Facilities - Fire Chief Aubrey Jenkins, Columbia Fire Department
- Park Facilities - Mr. Randy Davis, Parks and Recreation Director

FUNDING SOURCE & ORIGINAL BUDGET:



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Public Works

FROM: *Robert Anderson,*

SUBJECT: Gateway Enhancements - Mr. Robert Anderson, Public Works Director

FUNDING SOURCE & ORIGINAL BUDGET:



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Receipt of legal advice related to matters covered by attorney-client privilege pursuant to §30-4-70(a)(2)

PURPOSE: Ban the Box Ordinance
Revenue Options
Greene Street Penny Project
Bike Lanes - Penny Projects
Lower Richland Sewer
Rocky Branch Greenway

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: April 2, 2019

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: Kline

FUNDING SOURCE & ORIGINAL BUDGET:



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Wayfinding MOU

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Agreement between the City of Columbia and the River Alliance for the Three Rivers Greenway Project Development, in an amount not to exceed \$55,000.00 for Fiscal Year 2018/2019. This firm is located in Columbia, SC.

REQUISITION NO.: R195801

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Administration - City Manager- Speical Contracts; 1011111-638300; Hospitality-Special Contracts; Special Contracts: 2124313-638300. The original budgeted amount was \$55,000.00.

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** Agreement Columbia River Alliance 2018-19 (PDF)

AGREEMENT

THIS AGREEMENT is made and entered into between the RIVER ALLIANCE ("the CONTRACTOR") and the CITY OF COLUMBIA, SOUTH CAROLINA ("City").

WITNESSETH:

WHEREAS, the City and the CONTRACTOR have a mutual desire to enter into a written agreement outlining the terms and conditions of their association;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the City and the CONTRACTOR agree as follows:

- A. **RESPONSIBILITIES OF CONTRACTOR:** The CONTRACTOR shall provide professional services to the CITY as approved by City Council on _____, 2019 and outlined in Exhibit "A" (attached) for FY 2018-2019.
- B. **RESPONSIBILITIES OF THE CITY:** The City will support the operations of the Contractor in a not-to exceed amount of \$55,000, payable upon receipt of invoices.
- C. **MISCELLANEOUS**
 1. Choice of Law. This Agreement shall be governed by, and construed according to the laws of the State of South Carolina.
 2. Heading for Reference. The headings contained herein are merely for reference and shall not control or modify the provisions of this Agreement.
 3. Term: This Agreement shall be effective upon final execution of both parties hereto but subject to final approval by City Council for the City of Columbia. This Agreement shall expire one (1) year from its effective date as established herein.
 4. Termination: This Agreement may be terminated by the City of Columbia at any time upon written notice thirty (30) days before the effective date of such termination. In the event of any such termination, the City shall not be obligated to fund any remaining payments outlined herein. The CONTRACTOR shall be entitled to retain any payments already made, regardless of the termination date. In the event of non-appropriation by City Council for the City of Columbia during any period outlined in this Agreement, this Agreement shall immediately terminate without recourse.
 5. Default: Should the City default under any of the terms or conditions outlined in this Agreement, the CONTRACTOR's sole remedy shall be cancellation of this Agreement and retention of any payments made as of the effective date of such termination. In the event of a breach by CONTRACTOR, the City shall be entitled to terminate this Agreement and shall be entitled to a refund of any payments made on a pro-rata basis.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year of the last signature hereinbelow.

WITNESSES TO CONTRACTOR:

RIVER ALLIANCE

S. K. D.

SYLVIE DESSAU

Michael D. M.

By:

Michael T. Dawson

Name: MICHAEL T. DAWSON

Title: CEO

Date:

WITNESSES TO CITY:

CITY OF COLUMBIA, SOUTH CAROLINA

By:

Name: Teresa B. Wilson

Title: City Manager

Date:

APPROVED AS TO FORM

[Signature]

Legal Department City of Columbia, SC

EXHIBIT A: River Alliance 2018-2019

The River Alliance accepts \$55,000, from City of Columbia for fiscal year 2018-2019

This will enable the River Alliance to do the following, within the scope as of the 1995

“Agreement of the River Alliance.”

- Continue to advocate for the objectives of the Three Rivers Greenway system, connecting citizens to water and enhancing downtown development potential.
- Provide management for the Saluda Riverwalk as a high priority “Transportation Penny” project. Manage the construction and commissioning of Phase I. Manage the design, permitting, programming and construction of Phase II
- Work with the City of West Columbia to plan the I-26 Saluda River Crossing and connect this project to the Saluda Riverwalk. Develop future connections.
- Manage the “Boyd Island” project as an addition to Columbia’s Three Rivers Greenway. Complete construction. Coordinate with the City of Columbia, Richland County and the Saluda Riverwalk project. Coordinate opening.
- As requested, provide project management for the connection of Granby Park to Blossom Street as an addition to Columbia’s Three Rivers Greenway, with the River Alliance to be paid a project management fee as separately agreed with the City.
- As requested, provide project management for the connection of Coble Plaza to Riverfront Park as an addition to Columbia’s Three Rivers Greenway, with the River Alliance to be paid a project management fee as separately agreed with the City.
- As requested, provide project management and professional services for additional parking on the Saluda Riverwalk as an addition to the Three Rivers Greenway with

the River Alliance to be paid a project management fee as separately agreed with the City.

- As requested, provide project management expertise for other Greenway additions.
- Protect existing and advocate for additional federal and state capital funding for the Three Rivers Greenway.
- Continue to manage the 12,000 Year History Project. Support the working group to oversee operations.
- Continue to expand national recognition for the Three Rivers Greenway through the U.S. Department of Interior "National Recreational Trails" and similar programs.
- Market existing river related activities as components of community enhancement and workforce recruitment.
- Work to enhance the safety of Greenway and river users, anticipating increased watercraft access along new projects.
- Work to attract development to opportunity areas along the Broad, Saluda, and Congaree Rivers.
- Provide periodic status reports.



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MEETING DATE: April 2, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the purchase of materials to rebuild Train1 and Train 2 Primaries at the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Evoqua Water Technologies, LLC in the amount of \$91,156.32. Evoqua Water Technologies is located in Waukesha, WI.

REQUISITION NO.: R195575

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Plt; Small Hand Tools/ Other Equipment; 5516208-623100. The original budget amount is \$91,156.32

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Sec. 2-204. - 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 procurement.

ATTACHMENTS:

- **#a:** Evoqua Quote (PDF)
- **#b:** R195575 - Evoqua Fully Executed Sole Source (PDF)



eVOQUA
WATER TECHNOLOGIES

Quote Number: 2018-294489
Account ID: 0001041845

Proposal For: CITY OF COLUMBIA
Joe McMichael
1200 SIMON TREE LN
COLUMBIA, SC 29201
Phone: 8035450214

Doug Pimlott
Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188

ITEM PRICING SUMMARY: ****Contract No not verified****

Item Number	Description	Reference Number	Qty	Unit Price	Ext. Price
W3T228414	FLIGHT-SIGMA+, 3 X 8 X 238.00", POLY	303-80278-36	170 EA	\$235.00	\$39,950.00
W3T24104	FLIGHT-SIGMA, 3 X 6 X 44.00", POLY	V01-3016-12-1	64 EA	\$90.00	\$5,760.00
W2T292219	SPACER-FULL, 4.81X 6.81X 2.88"THK, POLY	303-70267-1	340 EA	\$8.00	\$2,720.00
W2T118751	SPACER-FLIGHT, 4.88 X 5.25 X 2.19" T, POLY	303-70156-1	128 EA	\$8.00	\$1,024.00
W2T269956	HARDWARE KIT- 8" SIG+ FLIGHT W/TRTN. SHOE	303-60660-80	170 KT	\$25.00	\$4,250.00
W2T319424	HARDWARE KIT-6"/8" SIGMA FLIGHT W/O RETU	303-60662-90	64 EA	\$25.00	\$1,600.00
W3T422188	CHAIN,NCS720S-NX POLY 6"P 120" F28 ATT(1	303-80515-6	108 EA	\$125.00	\$13,500.00
W2T319594	SHOE-WEAR,CARRY,L 3 X 3 X .5 X 5.5",POLY	303-60009-9	390 EA	\$20.00	\$7,800.00
W2T319595	SHOE-RETURN,W/LG,L3 X 3 X .5 X 4.5",POLY	303-60100-6	390 EA	\$20.00	\$7,800.00

Total price: \$84,404.00

Due to extreme volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 222.4 for April 2018.

If the MMPI exceeds 226.9 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 226.9

Please provide tax exempt certificate with purchase order.

Our Manufacturer Rep in your area is:

Representative: Kathryn Baker
Company: Heyward
List Address: 2101 Cambridge Beltway Drive Suite A
Charlotte, NC, 28273
Phone: 704-583-2305
Email: kbaker@heyward.net

Requisition # R195575JUSTIFICATION 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 Utilities-Metro WWTP Division,
(1)
to procure the Envirex Jet-Tech, and Aqua-Labor systems
(2)

as a sole source procurement from Evoqua Water Technologies (EWT)
(3)

based upon the following justifications We are the OEM, and retain all drawings and proprietary rights.
(4)

Quoted parts are determined by taking into consideration performance requirements which are specific to the contract. This information can only be obtained by EWT and/or the local representative. EWT is the sole source for trained and certified field service techs for our equipment.

This sole source is valid through June 30, 2019

Amount \$ 92,000

Utilities

Department

Signature of Department Head

3.21.19

Date

Signature of Purchasing Agent

3/21/19

Date

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

Signature of Finance Director

3/21/19

Date

Signature of Asst. City Manager

3/21/19

Date

Signature of City Manager

Date

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

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

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



To whom it may concern:

This is to confirm that Evoqua Water Technologies (EWT) is the sole source for Envirex™ Jet-Tech™, and Aqua-Lator™ systems.

We are the OEM, and retain all drawings and proprietary rights. Quoted parts are determined by taking into consideration performance requirements which are specific to the contract. This information can only be obtained from EWT and/or the local area representative.

EWT is the sole source for trained and certified field service techs for our equipment. Heyward-Charlotte Incorporated is our local area representative for installations in North and South Carolina.

If you should have any questions regarding this matter, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, reading "Douglas E. Pimlott". The signature is written in a cursive style with a large, stylized "D" and "P".

Doug Pimlott
Evoqua Water Technologies LLC
N18W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188
Tel: 262-521-8468
Fax: 262-521-8249
douglas.pimlott@evoqua.com
www.evoqua.com



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for the Metro Wastewater Treatment Plant Overflow Gate Replacement, as requested by Columbia Water. Award to Hammerhead Utilities, LLC in an amount not to exceed \$101,420.00, which includes contingency funding. This firm is located in Little Mountain, SC.

PURPOSE: The following subcontractor will provide additional services for this project:

Utility Electric of Anderson, SC will be providing electrical services valued at 23.32% (\$21,500.00) of the total contract.

REQUISITION NO.: R194425

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5529999-658650-SS7505. The original budget amount is \$169,629.00.

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

There were five (5) responsive and responsible bids received for this project.

The total construction time allocated for this project shall be two hundred (200) consecutive calendar days from the said date of commencement as defined in the Notice To Proceed to substantial completion and an additional thirty (30) consecutive calendar days to final completion for a total construction time of two hundred thirty (230) consecutive calendar days from the commencement date as defined in the Notice to Proceed.

Base Bid	\$ 92,200.00
Contingency	\$ 9,220.00
Total (Not to Exceed)	\$101,420.00

ATTACHMENTS:

- **#a:** 042-18-19-BF Contract signed by Legal (PDF)
- **#c:** Engineer Recommendation for BID# 042-18-19-BF (PDF)
- **#d:** Location Map (PDF)
- **#e:** Compliance Review 042-18-19-BF (PDF)

CONTRACT

City of Columbia, South Carolina

SS7505

Metro Wastewater Plant Overflow Gate Replacement

Bid #042-18-19-BF

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and Hammerhead Utilities, LLC with legal address and principal place of business at P.O. Box 9614, Columbia, SC 29290, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by Black & Veatch.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be two hundred (200) consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional thirty (30) consecutive calendar days to final completion for a total construction time of two hundred thirty (230) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP).

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as Ninety-Two Thousand, Two Hundred Dollars and Zero Cents (\$92,200.00).

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

City of Columbia, SC
8/07/2017

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 14 Instructions to Bidders, Part 15 General Specifications, Part 20 Specifications for Sodding, Fertilizing, and Seeding, all from the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Technical Specifications.

9.2.9 Drawings, numbered 1 through 5, inclusive and dated 9/10/18.

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

ARTICLE 10. TERMINATION

The City May terminate this contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the services required in this 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 the agreement; 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 Contractor 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 Contractor prior to the date of termination of the

agreement. 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.

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Contractor

Hammerhead Utilities, LLC

BY

[Signature]

(CORPORATE SEAL)

Attest

[Signature]

Address for giving notices:

785 Hampton Creek Way
Columbia, SC 29209

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

Department of Procurements and Contracts1800 Main Street, 2nd FloorColumbia, SC 29201

Date: _____

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

APPROVED AS TO FORM

[Signature]
 Legal Department City of Columbia, SC



Department of Utilities
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

March 4, 2019

Ms. Brenda Faison
Bid Coordinator
City of Columbia – Department of Procurement and Contracts
1800 Main St., 2nd FL #210
Columbia, SC 29201

Re: Bid Evaluation and Recommendation of Award
Bid # 042-18-19-BF w/Addendum 1
Metro Wastewater Plant Overflow Gate Replacement (SS750503)

Dear Ms. Faison,

Based on our review and evaluation, Hammerhead Utilities, LLC appears to be the lowest, responsive and reasonable bidder. Therefore, we recommend that the Procurement and Contracts Department award the contract to Hammerhead Utilities, LLC at their bid price of \$92,200.00. A 10% owner's contingency of \$9,220.00 should be included for potential unknown conditions that could be discovered during construction. This would represent a total of \$101,420.00.

Please let me know should you have any questions.

Best Regards,

L. Maxwell Morgan, III, P.E.
Wastewater Project Manager

ColumbiaSCWater.Net



General Location of the
Overflow Gate Project



● Sewer Manholes

↗ Sewer Pressurized Mains



↘ Sewer Gravity Mains

Clean Water 2020
By Educating Our Youth to Clean Water



We Are Columbia



1 inch = 300 feet

0 150 300 450 Feet

SS744610
MMWTP Overflow
Gate Project

Prepared For: Clean Water 2020



CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Compliance Specialist

FROM: Brenda Faison, Bid Coordinator
Department of Procurement and Contracts

DATE: March 5, 2019

PROJECT: BID #042-18-19-BF

Bids for this project were opened publicly at 1:00 p.m., February 27, 2019 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were in participation with LBE. The apparent *responsive* low bidder is Hammerhead Utilities, LLC at base bid \$92,200.00. The total bid amount being at **\$92,200.00**

Please review for LBE compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

Please indicate your approval with your signature below and return to me when you have completed your review.

Thank You.

Review Approved: _____

Juliet Nelly
Juliet Nelly Compliance Specialist

DATE: _____

3/6/19



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of an Air Street Sweeper for the Solid Waste Division, as requested by Columbia Water. Award to Tymco Inc., in the amount of \$307,387.20. Tymco Inc. is located in Waco, TX.

REQUISITION NO.: R194825

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Solid Waste Street Sweeping; Auto, Trucks, Hvy-Equip-Capital: 5534408-658500. The original budget amount is \$310,000.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

	Cost	Taxes
Base Unit Price	\$ 125,350.00	
SC Vehicle Tax		\$ 500.00
Total	\$ 125,850.00	\$ 125,850.00
Published Options	\$ 118,690.00	\$ 128,185.20
Unpublished Options	\$ 7,250.00	\$ 7,830.00
Freight/PDI/In-service	\$ 3,750.00	\$ 4,050.00
Preventative Maintenance	\$ 38,400.00	\$ 41,472.00
TOTAL	\$ 293,940.00	\$ 307,387.20

ATTACHMENTS:

- **#a:** HGAC Agreement (PDF)
- **#b:** Quote - Tymco Model 600 Regenerative Air Sweeper (PDF)

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - TYMCO, Inc - Public Services

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and TYMCO, Inc., hereinafter referred to as the Contractor, having its principal place of business at 225 E. Industrial Blvd., Waco, TX 76705.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF WORK

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Apr 01 2018 and ends Mar 31 2020. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Any payment or funding claimed by Contractor shall be paid by H-GAC only under the specific terms set forth in the Special Provisions and Scope of Work. Contractor agrees that payments are predicated upon properly documented and verified proof of performance delivered, and costs incurred by the Contractor, in accordance with the terms outlined by the Special Provisions of this Agreement.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may withhold payments otherwise due and owing the Contractor hereunder. Contractor's failure in reporting or performance may be considered cause for termination of this Agreement. If H-GAC withholds such payments, it shall notify the Contractor of its decision. Payments withheld pursuant to this Article may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: NON FUNDING CLAUSE

Any obligation of H-GAC created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. H-GAC shall not be otherwise obligated or liable for any future payments due, or for any damages as a result of interruption of payment or termination.

ARTICLE 10: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 11: SUBCONTRACTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 12: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and

practices. Contractor who spend seven-hundred fifty thousand dollars (750,000) or more of federal assistance under this contract or cumulatively under all federal contracts in a fiscal year are required to have an audit conducted annually in compliance with 2 CFR 200. Contractor agrees to submit all written reports of monitoring or audits to H-GAC within 30 days of issuance. Any reports that contain findings from an auditor must also include a corrective action plan from the Contractor in accordance with 2 CFR 200.511.

The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for anything disallowed as a result of audit, in which case future payments are predicated upon repayment as set forth in the Special Provisions.

ARTICLE 13: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees to include in all its subcontracts, permitted pursuant to Article 11 hereof. The Contractor agrees that H-GAC and its duly authorized representatives shall until the expiration of seven (7) years after final payment under the subcontract or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving transactions relating to the subcontract.

ARTICLE 14: RETENTION OF RECORDS

The Contractor shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final contract closeout. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 15: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state Law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

- B. To ensure the legal and effective performance of this Agreement, both parties agree that H-GAC may amend performance under this Agreement, during the contract period, by issuing policy directives to establish or clarify performance requirements under this Agreement. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of this Agreement and shall be binding upon the Contractor as if written herein, provided however that such policy directives shall not alter the terms of this Agreement so as to relieve H-GAC of any obligation specified in this Agreement to reimburse Contractor for costs properly incurred prior to the effective date of such policy directives.
- C. Except as specifically provided by subsections A and B of this Article, any other alterations, additions, or deletions to the terms of this Agreement shall be by modification hereto in writing, and executed by both parties to this Agreement.

ARTICLE 16: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 17: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 18: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 19: COPYRIGHTS

H-GAC, and any related state or federal awarding agency, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or H-GAC purposes:

- A. The copyright of all maps, data, reports, research or other work developed under this Agreement;
- B. Any copyrights or rights of use to copyrighted material which the Contractor purchases with funding under this Agreement. All such data and material shall be furnished to H-GAC upon request.

ARTICLE 20: OWNERSHIP OF MATERIALS

Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Contractor solely as a part of its work under this Agreement, shall become the property of the H-GAC upon completion of this Agreement, or in the event of termination or cancellation hereof. All such data and material shall be furnished to H-GAC at no charge and upon request. Contractor further agrees not to release information about results or deliverables connected to this Agreement to anyone outside of H-GAC, without first obtaining written release authorization from H-GAC.

ARTICLE 21: POLITICAL ACTIVITY; LOBBYING

Nothing related, connected to, or provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. The Contractor, if a recipient of Federal assistance exceeding 100,000 dollars through an H-GAC subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

ARTICLE 22: SECTARIAN INVOLVEMENT PROHIBITED

The Contractor shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

ARTICLE 23: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractor's subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 24: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation

Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 25: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 26: INDEMNIFICATION AND RECOVERY

The Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, the State of Texas, the United States Government; and all their respective board members, officers, agents, officials, and employees from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of: Non Funding, the Contractor's act or omission under this Agreement, the Contractor's non-performance of this Agreement, or the Contractor's violation of any law, regulation or other standard incorporated herein. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings; or other incidental, special, or consequential damages to the full extent such use may be disclaimed by law. If Contractor performs an act knowing or having reason to know that it is contrary to any law or regulation, the Contractor shall bear all claims, costs, losses and damages caused by, arising out of or resulting from that act. Additionally, H-GAC shall retain the right to collect from Contractor all reasonable costs and necessary expenses including attorneys' fees, incurred by any claim arising from or in enforcement of this Agreement.

Except to the extent prohibited by applicable law, H-GAC will indemnify, defend, and hold harmless Contractor its affiliates and their officers, directors, employees, and agents from any and all third party claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens resulting or arising from any claims of injury to person, damages to property, or monetary damages arising out of H-GAC's act or omission under this agreement or H-GAC's negligence or willful misconduct.

ARTICLE 27: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 28: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 29: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 30: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

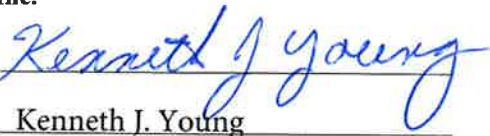
ARTICLE 31: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

TYMCO, Inc.

Signature 
Name Kenneth J. Young
Title President
Date March 23, 2018

H-GAC

DocuSigned by:

Signature 9570E9F825CD4FA
Name Jack Steele
Title Executive Director
Date 4/19/2018

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - TYMCO, Inc. - Public Services

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do hereby agree to the following Special Provisions, as follows:

ARTICLE 1: BIDS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Response to Bid/Proposal SW04-18.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the **END USER**.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder,

excluding the indemnity found in Article 26 of the General Provisions of this Agreement. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

a. Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a

separate insurance certificate must be submitted for each such party.

e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise **H-GAC** if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Attachment-AVendor: **Tymco, Inc.**

Contract: SW04-18: Sweeping Equipment

Applicable items are the catalog listed in the table below, as well as any pricing documents included in the awardee's bid response.

HGAC Product Code	MFGR	Catalog Description	Price
B48	Tymco	210-D: regenerative air sweeper; auxiliary engine: Kubota V2403 FT4 diesel, 56 hp; hopper: 2.4 cu yds; standard sweep path, max: 98"	\$51,500
B49	Tymco	210h: regenerative air sweeper; <i>Hdrive</i> hydraulic power system; single engine-PTO design; <i>BlueLogic</i> control system; hopper: 2.4 cu yds; standard sweep path, max: 98"	\$45,250
B50	Tymco	435: mid-sized regenerative air sweeper; auxiliary engine: Kubota V2403 FT4 diesel, 56 hp; hopper: 4.0 cu yds; water tank: 150 gallons; standard sweep path, max: 130"	\$73,690
B51	Tymco	DST-4: mid-sized regenerative air dustless sweeping technology sweeper; auxiliary engine: Kubota V2403T diesel, 56 hp; hopper: 4.0 cu yds; water tank: 76 gallons; standard sweep path, max: 130"	\$127,500
B52	Tymco	DST-6: full size regenerative air dustless sweeping technology sweeper; auxiliary engine: Deere 4045T diesel, 99 hp (Final Tier 4); hopper: 6.0 cu yds; water tank: 220 gallons; standard sweep path, max: 142"	\$187,550
B53	Tymco	Model 600: regenerative air sweeper; auxiliary engine: Deere 4045T diesel, 99 hp (Final Tier 4); hopper: 7.3 cu yds; water tank: 220 gallons; standard sweep path, max: 142"	\$125,350
B54	Tymco	Model 500-X: high side dump regenerative air sweeper; auxiliary engine: Deere 4045T diesel, 115 hp (Final Tier 4); hopper: 5.7 cu yds, stainless steel; water tank: 250 gallons; dump height: 2-11'; standard sweep path, max: 142"	\$172,100
C05	Tymco	HSP: regenerative air high speed performance runway sweeper; auxiliary engine: Deere 4045T diesel, 99 hp (Final Tier 4); hopper: 7.3 cu yds; water tank: 220 gallons; standard sweep path, max: 120"	\$131,000

HGACBuy		CONTRACT PRICING WORKSHEET		Contract No.:	SW04-18	Date Prepared:	3/21/2019
		For MOTOR VEHICLES Only					
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency:	City of Columbia, SC			Contractor:	TYMCO, Inc. (ISSUE P.O. TO TYMCO, Inc.- email below)		
Contact Person:	Kimberly Brown, Buyer			Prepared By:	Kaye Morgan		
Phone:	803.545.3473			Phone:	254-799-5546		
Fax:				Fax:	254-799-2722		
Email:	Kimberly.Brown@columbiasc.gov			Email:	kaye.morgan@tymco.com		
Product Code:	B53	Description:	TYMCO Model 600 Regenerative Air Sweeper				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							\$ 125,350.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if							
Description		Cost	Description		Cost		
AWTI Camera/Monitor System - Rear 600008-A		\$ 1,530.00	Sweeper Deluge 600013		\$ 1,050.00		
Abrasion Protection Package 600036		\$ 1,275.00	Gutter Broom Tilt Adjuster - Left/Right 600022		\$ 1,300.00		
High Output Water 600045		\$ 850.00	Pick-Up Head Curtain Lifter 600087		\$ 1,605.00		
Stainless Hopper/High Capacity Dust Sep 600091		\$ 17,775.00	Variable Speed Gutter Brooms 600070		\$ 775.00		
A.O.D. Washdown System 600004		\$ 1,800.00	Auxiliary Hydraulic System 600053		\$ 1,130.00		
2018 Freightliner M2-106 Chassis 600706		\$ 83,500.00	COMDEX Package 600021		\$ 4,900.00		
Traffic Directing Light - LED 600823		\$ 1,200.00					
			Subtotal From Additional Sheet(s):				
					Subtotal B: \$ 118,690.00		
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.							
Description		Cost	Description		Cost		
Hopper Suction Throat Liner w/Wear Flange		\$ 1,500.00	Additional Nozzle w/Separate Switch - Press Transition		\$ 400.00		
Air Purge		\$ 350.00	Skid Bumper Extension Set (2)		\$ 250.00		
Dump Switch in Cab		\$ 200.00	Auto Sweep Interrupt w/Overspeed Interrupt		\$ 1,000.00		
Hazard Reflectors		\$ 100.00	Fire Extinguisher		\$ 100.00		
Tow Hooks		\$ 250.00	LED Lights - Stop/Turn/Tail/Clearance		\$ 500.00		
(2) 12" Parabolic Mirrors		\$ 100.00	Air Horn		\$ 500.00		
2020 Freightliner M2-106 Chassis UPGRADE		\$ 2,000.00					
			Subtotal From Additional Sheet(s):				
					Subtotal C: \$ 7,250.00		
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is:		3%	
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)							\$ 251,290.00
Quantity Ordered:	1	X	Subtotal of A + B + C:	\$ 251,290.00	=	Subtotal D:	\$ 251,290.00
E. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation							
Description		Cost	Description		Cost		
Freight/PDI/Inservice		\$ 3,750.00	(2) Preventative Maintenance Package - 5 years (Amick)		\$ 38,400.00		
			Subtotal E:		\$ 42,150.00		
Delivery Date:		90-120 Days		G. Total Purchase Price (D+E+F):		\$ 293,440.00	



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Agreement for Project SD8371; Penn Branch Stabilization, as requested by Columbia Water. Award to McCormick Taylor, Inc. in the amount of \$412,015.00. This firm is located in Columbia, SC.

PURPOSE: This is a Mentor Protégé Program Project. McCormick Taylor is the Mentor and will develop the hydraulic model using the Protégé's hydrologic results, masonry wall repairs, stream stabilization alternatives, and attenuation basin feasibility study at 58.52% (\$241,125.00) of the contract value. HPG and Company of West Columbia, SC is the Protégé and will provide hydrologic and hydraulic design services at 24.72% (\$101,860.00) of the contract value.

The following sub-consultants will provide additional services:

Schanbel Engineering of West Columbia, SC will provide geotechnical services at 2.67% (\$11,000.00) of the contract value.

Chao & Associates of Columbia, SC, a Minority Business Enterprise, will provide survey easements and utilities mapping at 14.08% (\$58,030.00) of the contract value.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5549999-SD837102-658650 Strm Wtr Imp Cap Proj Control - Penn Branch Drainage Improvements - Capital Project Costs. The original budgeted amount is \$412,015.00

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

The above referenced Agreement is to compensate the Consultant for providing technical consulting support to the City of Columbia for rehabilitation and stabilization of portions of Penn

Branch starting upstream at Brentwood Drive and ending downstream at Woodlake Drive for approximately 6,050 linear feet.

The services being provided will encompass the following:

Task 100-Evaluation and Design Phase Administration

Task 200-Preliminary Planning, Investigation, Engineering and Alternative Analysis

Task 300-Survey and Utility Mapping

Task 400-Geotechnical Investigation

Task 600- Permits and Property

Task 1100- Additional Services

Services to be performed will impact City Council District 3 and 4. The office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Engineering recommend its approval.

ATTACHMENTS:

- **#a:** Signed Agreement (PDF)

McCormick Taylor, Inc.
SD8371 Penn Branch Stabilization



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ004-17-18-SSL Stormwater Professional Services.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and McCormick Taylor, Inc., (hereinafter referred to as the "Consultant"), to provide slope and wall stabilization design for the approximately 6,050' open conveyance portions of Penn Branch. The project also includes the identification of potential stormwater attenuation facilities within the watershed to reduce downstream flooding within Penn Branch for the City of Columbia, SC.

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

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

The Consultant must obtain written approval from the City for any supplemental or additional services prior to the work being performed. If the Consultant fails to obtain

McCormick Taylor, Inc.
SD8371 Penn Branch Stabilization

prior written approval to perform the work, the City is under no obligation to compensate the Consultant for services performed.

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award or a Notice to Proceed* for an initial term of 12 months, or at such time total compensation provided for herein is reached, whichever is later.

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

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

6. **COMPENSATION** – (See Exhibit B)

- A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Four Hundred Twelve Thousand, Fifteen Dollars and No/100 (\$412,015.00).

- B. 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 Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Engineer, whose signature shall certify that the information contained in the invoice is true and accurate and

McCormick Taylor, Inc.
SD8371 Penn Branch Stabilization

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

C. Invoicing Procedure: See Exhibit E

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

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

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

McCormick Taylor, Inc.
SD8371 Penn Branch Stabilization

payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 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

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and WBE firms (whether as a prime Consultant or Subconsultant) is dependent upon the business community partnering with the City in this important endeavor.

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SBE Goals	_____%
MBE	<u>14.08</u> %
WBE	_____%
LSA	_____%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-

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Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement is 24.72% of the total contract amount.

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit G.

8. **INDEMNIFICATION & INSURANCE**

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

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

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Consultant shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are

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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.

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify and hold harmless the City, and its employees from and against any and all losses, liabilities, and expenses relating to or arising out of any negligent action or negligent failure to act by Consultant, its

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Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. PERMITS & LICENSES

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

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approvals and/or permits identified by the Consultant and pay any costs relating to same.

- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Consultant shall procure a City of Columbia business license while performing services under this Agreement.

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

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

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

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

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

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

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stated herein.

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

City of Columbia

Name: Department of Procurement and Contracts
Address: 1800 Main Street, Second Floor
Columbia, SC 29201
Phone: (803) 545-3470
Fax: N/A
Email: procurement@columbiasc.gov

McCormick Taylor Inc.

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

16. **CONSENT DECREE** N/A

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v.*

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- City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any

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notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.
- E. The Consultant shall perform the services pursuant to this Agreement using sound engineering practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

The Consultant shall furnish and its Subconsultants shall furnish all information

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and reports required hereunder.

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.
- F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a

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waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 - 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 - 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

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- K. In carrying out services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Consultant 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, promotion, 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 Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant 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.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement,

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Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

MCCORMICK TAYLOR, INC.

James C. Wiggins, P.E.
CEO

Print: Name/Title

Signature

Date: 3/20/2019

Recommended by:

Andrea Bellamy for Dana Higgins

Dana Higgins, P.E., LEED AP Director of Engineering

Clint Shealy, P.E.
Clint Shealy, P.E., Assistant City Manager for Columbia Water

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

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

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List of Exhibits

Exhibit A – Statement of Work

Exhibit B – Compensation

Exhibit C – Project Schedule

Exhibit D – Sub Consultant Form

Exhibit E – Invoicing Procedure

Exhibit F- Prompt Payment Affidavit

Exhibit G- MPP Implementation Plan

Exhibit H- Location Map



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of Three (3) Side Loader Trucks for the Solid Waste Division, as requested by Fleet Services. Award to Peterbilt of Charlotte using the Sourcewell Cooperative Agreement in the amount of \$778,045.74. This vendor is located in Charlotte, NC.

REQUISITION NO.: R194508

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital Replacement- Auto, Trucks, Heavy Equipment Capital: 6308972-658500. The original budget amount is \$844,020.00.

CLEAN WATER 2020?: No

Sec 2-204. (10) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through cooperative purchasing.

Sourcewell Contract #081716-PMC for 3 2020 Peterbilt 520 Side Loader trucks:

	Price per Truck	For 3 Trucks
3 PB 520 chassis	\$138,813.00	\$416,439.00
3 CollecStar Side Loaders	\$115,162.78	\$345,488.34
Paccar 5 year/200,000 mile engine	\$2,634.00	\$7,902.00
Paccar 5 year/200,000 mile emissions	\$700.00	\$2,100.00
Allison 5 year warranty	\$1,042.00	\$3,126.00
SC Tax	\$500.00	\$1,500.00
PARTS		
3 sets of parts and service manuals	\$460.00	\$1,380.00
SC Sales Tax	\$36.80	\$110.40
Total Purchase Price	\$259,348.58	\$778,045.74

ATTACHMENTS:

- **#a:** R194508-Purchase Agreement (PDF)
- **#b:** R194508-Sourcewell Contract (PDF)

- #c: R194508-Side Loader Body backup (PDF)



Contract#: 081-716-PMC

KEEPING CUSTOMERS FOR LIFE

March 12, 2019

Marlin Epps
City of Columbia
2910 Colonial Drive
Columbia, SC 29203

Regarding: 2020 Peterbilt 520 quotation per Sourcewell Contract #081-716-PMC

The Larson Group-Peterbilt is a proud vendor for Sourcewell, and we are pleased to submit for your review our quotation for 3 new 2020 Peterbilt 520 per Sourcewell Contract #081-716-PMC. Your terms are as follows:

- 2020 Peterbilt 520 per the attached specifications
- Price includes Sourcewell discount from Peterbilt Motors Company
- Price includes pre-delivery inspection
- Price does NOT include state or federal taxes, such as Federal Excise Tax
- Price is FOB Body Builder
- Delivery in approximately 120-150 days after receipt of Purchase Order
- Net cash price: \$138,813 per unit**

Based on a list price of \$236,559 this represents a discount of 41.32% in agreement with the Sourcewell contract #081-716-PMC pricing for this model. Additionally, we will add cost of 29 Cubic Yard Collect Star Automated side loader body from GSP Products per quote number DZJMQ1328 dated 03/04/2019 of **\$115,162**. Installation of body will add approximately 45 days to delivery. GSP Products quote includes delivery to Columbia, SC. Additional items include 5 year/unlimited mileage Allison warranty **\$1,042**, Paccar Engine and After Treatment 5 year / 200,000 miles Extended warranty **\$3,334**. Peterbilt parts and service manuals **\$460**. Your total purchase cost would be **\$258,811 per unit**. Please call or email me if you have any questions regarding this quotation. We have over 100 vocational and trucks and over 100 highway tractors in stock at all times, and we can also review our current inventory to see if we have any trucks in stock that would meet your requirements. We look forward to doing business with you and your agency.

Sincerely,

James Fisher
Medium Duty and Vocational Sales
Office 704-599-2312
Cell 704-619-1276
Fax 704-597-8764 jfisher@tlgtrucks.com



THE LARSON GROUP
Phone: 417.865.5355
Fax: 417.869.7738
TLGTRUCKS.COM
3026 N Mulroy Road
St. Louis, MO 63157

GSP Marketing

322 Lavansville Road - Somerset, PA 15501 -
 Phone: 704-608-8126 - Fax: 814-443-4966 - Email: dave@g-sproducts.com

**QUOTE**

Date	Quote #
03/04/19	DZJMQ1328

Quote To: Columbia City of
 Marlon Epps
 2910 Colonial Drive
 Columbia, SC 29203

Email: marlon.epps@columbiasc.gov
Phone: (803) 545-3850
Fax:

Ship To Columbia City of
 Marlon Epps
 2910 Colonial Drive
 Columbia, SC 29203

Phone: (803) 545-3850
Fax:

NJPA Quote

TERMS:
PAYMENT ON DELIVERY

Dave Cote Mobile

P.O. #

F.O.B.
SOMERSET PA.

Qty.	Description	Unit Price	Ext. Price
1	CS-9129A 29 CU YD COLLECSTAR AUTOMATED SIDE LOADER CLASS 8 174" CT 56"+AF 240" WB TANDEM	\$103,360.75	\$103,360.75
1	TANDEM FRONT MOUNT VANE PUMP, ELECTRIC JOY STICK	\$1,500.00	\$1,500.00
1	PAINT CITY BLUE DUPONT #N3056 ARM SAFETY YELLOW	\$0.00	\$0.00
1	IN CAB ELECTRONIC LIFT CYCLE COUNTER	\$356.97	\$356.97
1	IN CAB HYDRAULIC FILTER BY-PASS MONITOR WITH SHUTDOWN	\$551.76	\$551.76
1	PETERSON SMART LIGHT (6) STROBE SYSTEM 4 REAR 2 FRONT	\$1,950.00	\$1,950.00
1	QUAD CAMERA SYSTEM BY ZONE DEFENSE INCL QUAD MONITOR (LEFT DOOR, REAR, HOPPER AND ARM)	\$2,200.00	\$2,200.00
2	20# FIRE EXTINGUISHER MOUNTED ON BODY	\$434.00	\$868.00
1	RESETABLE CIRCUIT BREAKERS	\$50.00	\$50.00
1	CAUTION SIGN ON TAILGATE COVERING MORE THAN HALF	\$200.00	\$200.00
1	EXTENDED CLAENOUT TOOL 5 FOOT LONG, SHOVEL AND BROOM HOLDER	\$0.00	\$0.00
1	ADD FRONT BODY BAFFLES	\$0.00	\$0.00
1	HYDRAULIC HOSES FULLY GUARDED	\$450.30	\$450.30
1	SPARE TIRE AND RIM FRONT AND REAR	\$2,300.00	\$2,300.00
550	TRUCK DELIVERY	\$2.50	\$1,375.00
		SubTotal	\$115,162.78
		Sales Tax	\$0.00
		Shipping	\$0.00
		Total	\$115,162.78

Please contact me if I can be of further assistance.

PRICING BASED UPON TOTAL PURCHASE - TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT.

PRICES QUOTED ARE F.O.B. SOMERSET, PA. UNLESS SHIPPING CHARGE IS INCLUDED IN QUOTE. DELIVERY CHARGE IS \$2.50 PER MILE TO FINAL DESTINATION

PAYMENT TERMS: FULL PAYMENT DUE UPON DELIVERY OF EQUIPMENT

QUOTE ACCEPTED BY: _____ DATE: _____



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: FUTURE LAND USE MAP AMENDMENT
CONFIRMATION - 112 Silo Court; TMS# 11108-01-12 and
11112-01-17

PURPOSE: Ordinance No.: 2019-019 - Amending the City of Columbia
Comprehensive Plan 2018 Future Land Use Map to include
112 Silo Court; Richland County TMS# 11108-01-12 and
11112-01-17; annexed by Ordinance No.: 2018-071 enacted
January 8, 2017

Council District: 3

Proposal: Request to affirm land use classification of Industrial
(IND) following the annexation of the property. The property
currently has interim classification of Industrial (IND).

Applicant: Stadium Suites Investors, LLC; JMG Realty, Inc.
as agent

Staff Recommendation: Approval

PC Recommendation: 12/03/2018; Approval (7-0)

First reading approval was given on March 19, 2019.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** LUMACconfirm_SiloCt-112 (PDF)
- **#b:** 2019-019 add 112 Silo Court to comprehensive plan(PDF)

HISTORY:

03/19/19

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

March 19, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

FUTURE LAND USE MAP CONFIRMATION AMENDMENT CASE SUMMARY

112 Silo Court; TMS# 11108-01-12 and 11112-01-17

Council District:	3
Proposal:	Request to affirm land use classification of Industrial (IND) following the annexation of the property. The property currently has interim classification of Industrial (IND).
Applicant:	Stadium Suites Investors, LLC; JMG Realty, Inc. as agent
Staff Recommendation:	Approval
PC Recommendation:	12/03/2018; Approval (7-0)
ZPH, 1 st Reading:	03/19/2019; Pending
2 nd Reading:	04/16/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 29.24 acres

Current Use: Residential

Proposed Use: Residential

Reason for Annexation: Municipal Services

Urban Service Area: Primary Area

Current Richland County Land Use: Mixed Residential High Density

Proposed Interim Land Use Classification: Industrial (IND)

Current Richland County Zoning: Light Industrial (M-1)

Proposed Interim Zoning: Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP)

Census Tract: 117.01

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

The proposed future land use classification for the subject property is Industrial (IND); the property is currently classified as Mixed Residential High Density by Richland County.

Industrial districts are located throughout the city and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate the uses and provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.

Primary Types:

- Small to Extra Large Format Flex

Secondary Types:

- Parking Structures and Lots
- Power Utilities
- Water and Wastewater Treatment

Tertiary Types:

- Small to Large Commercial (Entertainment, Retail / Services)
- Medium to Large Business / Employment

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

The subject property is not located within the study area of a 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 (M-1) by Richland County. Surrounding parcels within the City of Columbia are currently zoned Development District (D-1) to the South. Surrounding parcels in unincorporated Richland County are currently zoned M-1 to the East, North and West.

The proposed City of Columbia zoning district is Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP).

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.

-Flood Protective Area (-FP)

Certain areas within the city are subject to periodic inundation by floodwater, which results or may reasonably be foreseen to result in loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare. These hazards are caused or extended in part by the occupancy of flood hazard areas by uses which increase flood damage upon other lands or uses which are vulnerable to floods because they are inadequately elevated or not otherwise protected from flood damages. It is, therefore, the intent of this article to lessen such hazards or losses by restricting or prohibiting uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities; by requiring that uses vulnerable to floods be protected against flood hazards at the time of initial construction; and by controlling filling, grading, mineral extraction, placing of obstructions within flood channels and other activities, uses or characteristics of use which may increase flood damage.

STAFF RECOMMENDATION

Staff recommends to City Council to affirm a future land use classification of Industrial (IND) following the annexation of this property.



Future Land Use Map

112 Silo Court, TMS# 11108-01-12 and 11112-01-17;
Current FLU: Mixed Residential High Density, Proposed FLU: IND

12.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



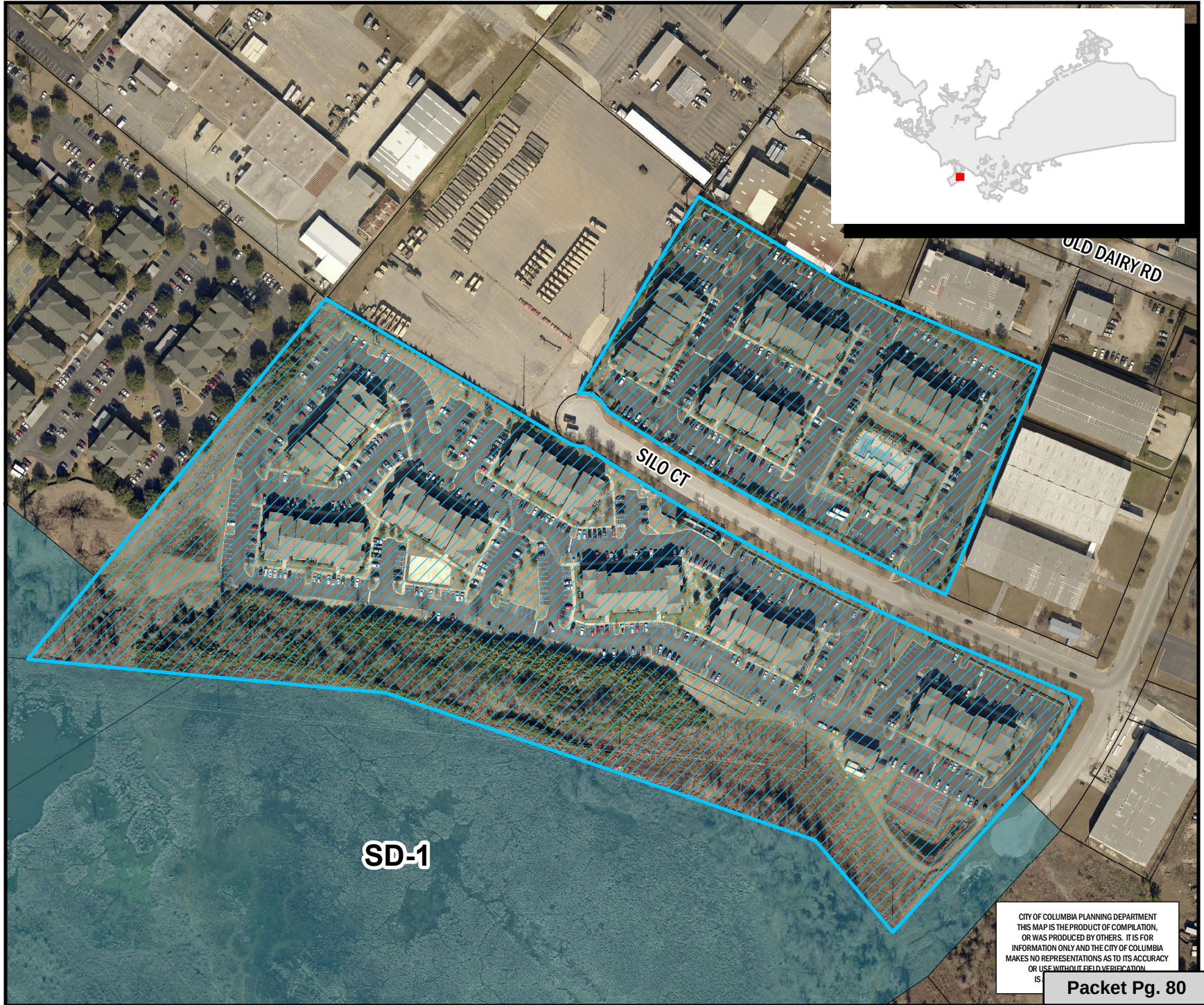
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
November 15, 2018



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Packet Pg. 80

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

112 Silo Court, TMS# 11108-01-12 and 11112-01-17;
Current Richland Co. Zoning: M-1, Proposed Zoning: M-1, -FP

12.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



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ORIGINAL PREPARATION/DATE:
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Special Flood Hazard Area

Packet Pg. 81

ORDINANCE NO.: 2019-019

*Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include
112 Silo Court; Richland County TMS# 11108-01-12 and 11112-01-17; annexed by
Ordinance No.: 2018-071 enacted January 8, 2017*

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council approved Ordinance No.: 2008-085 on October 1, 2008 adopting the City of Columbia Comprehensive Plan 2018 in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, City Council approved Ordinance No.: 2015-014 on February 17, 2015 amending the City of Columbia Comprehensive Plan 2018 deleting the "Existing and Future Land Use Components of the Physical Area Development Element of The Columbia Plan: 2018" and replaced it with "Plan Columbia Land Use Plan Putting the Pieces in Place", along with all the maps and policies contained therein; and,

WHEREAS, 112 Silo Court; Richland County TMS# 11108-01-12 and 11112-01-17, filed for petition on October 30, 2018, and shall be assigned the designated future land use classification of Industrial (IND), and the Future Land Use Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2019, that 112 Silo Court; Richland County TMS# 11108-01-12 and 11112-01-17, annexed into the City of Columbia by Ordinance No.: 2018-071 enacted on January 8, 2019, shall be incorporated into Plan Columbia Land Use Plan Putting the Pieces in Place adopted by Ordinance No.: 2015-014 on February 17, 2015. This property shall be apportioned to City Council District 3, Census Tract 117.01, contains 29.24 acres, and shall be assigned a land use classification of Industrial (IND).

Requested by:

Assistant City Manager Gentry

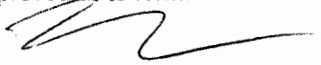
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT CONFIRMATION - 112 Silo Court; TMS# 11108-01-12 and 11112-01-17

PURPOSE: Council District: 3

Proposal: Request to affirm zoning of Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP). The property currently has interim zoning of Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP)

Applicant: Stadium Suites Investors, LLC; JMG Realty, Inc. as agent

Staff Recommendation: Approval

PC Recommendation: 12/03/2018; Approval (7-0)

First reading approval was given on March 19, 2019.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** ZMA_Confirm_SiloCt-112_2 (PDF)

HISTORY:

03/19/19

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

March 19, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ZONING MAP AMENDMENT CONFIRMATION CASE SUMMARY 112 Silo Court; TMS# 11108-01-12 and 11112-01-17

Council District:	3
Proposal:	Request to affirm zoning of Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP). The property currently has interim zoning of Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP)
Applicant:	Stadium Suites Investors, LLC; JMG Realty, Inc. as agent
Staff Recommendation:	Approval
PC Recommendation:	12/03/2018; Approval (7-0)
ZPH, 1 st Reading:	03/19/2019; Pending
2 nd Reading:	04/16/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 29.24 acres
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Primary Area
Current Interim Land Use: Industrial (IND)
Proposed Land Use Classification: Industrial (IND)
Current Interim Zoning: Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP)
Proposed Zoning: Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP)
Census Tract: 117.01

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

The proposed future land use classification for the subject property is Industrial (IND); the property is currently classified as Mixed Residential High Density by Richland County.

Industrial districts are located throughout the city and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate the uses and provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.

Primary Types:

- Small to Extra Large Format Flex

Secondary Types:

- Parking Structures and Lots
- Power Utilities
- Water and Wastewater Treatment

Tertiary Types:

- Small to Large Commercial (Entertainment, Retail / Services)
- Medium to Large Business / Employment

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

The subject property is not located within the study area of a 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 (M-1) by Richland County. Surrounding parcels within the City of Columbia are currently zoned Development District (D-1) to the South. Surrounding parcels in unincorporated Richland County are currently zoned M-1 to the East, North and West.

The proposed City of Columbia zoning district is Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP).

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.

-Flood Protective Area (-FP)

Certain areas within the city are subject to periodic inundation by floodwater, which results or may reasonably be foreseen to result in loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare. These hazards are caused or extended in part by the occupancy of flood hazard areas by uses which increase flood damage upon other lands or uses which are vulnerable to floods because they are inadequately elevated or not otherwise protected from flood damages. It is, therefore, the intent of this article to lessen such hazards or losses by restricting or prohibiting uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities; by requiring that uses vulnerable to floods be protected against flood hazards at the time of initial construction; and by

controlling filling, grading, mineral extraction, placing of obstructions within flood channels and other activities, uses or characteristics of use which may increase flood damage.

STAFF RECOMMENDATION

Staff recommends City Council affirm the zoning of Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP) following the annexation of the property.



Future Land Use Map

112 Silo Court, TMS# 11108-01-12 and 11112-01-17;
Current FLU: Mixed Residential High Density, Proposed FLU: IND

13.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
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-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
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-  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



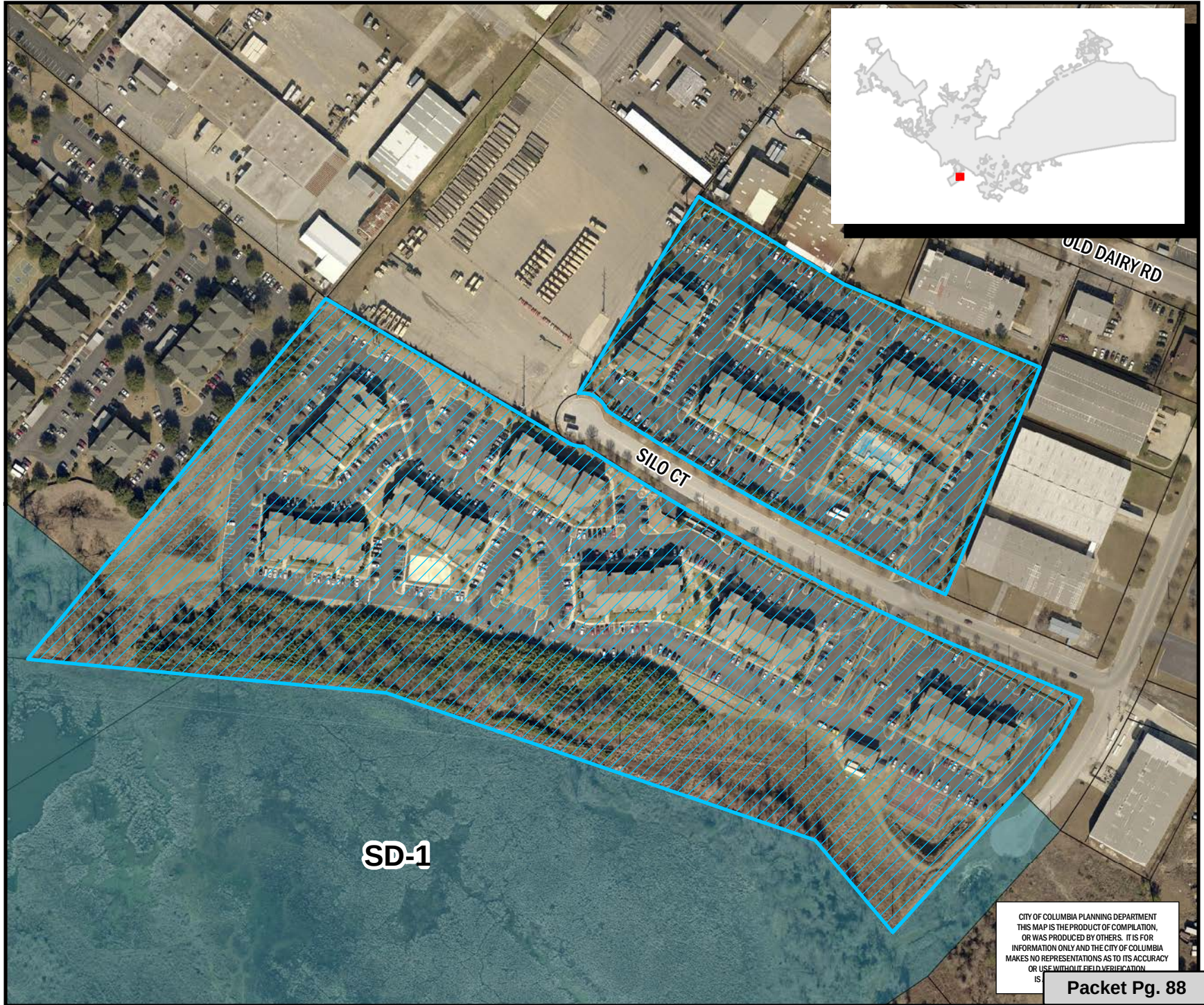
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
November 15, 2018



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Packet Pg. 88

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

112 Silo Court, TMS# 11108-01-12 and 11112-01-17;
Current Richland Co. Zoning: M-1, Proposed Zoning: M-1, -FP

13.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
November 15, 2018

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Special Flood Hazard Area

Packet Pg. 89



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT - 516 S. Holly Street, TMS# 11313-07-18

PURPOSE: Council District: 3

Proposal: Request to rezone the parcel from RS-3 and RG-2 to RG-2

Applicant: Stephen Jahue Moore

Staff Recommendation: Approval

PC Recommendation: 01/07/2019; Approval (8-0)

First reading approval was given on March 19, 2019.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** ZMA_SHolly516 (PDF)

HISTORY:

03/19/19

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

March 19, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary 516 S. Holly Street, TMS# 11313-07-18

Council District:	3
Proposal:	Request to rezone the parcel from RS-3 and RG-2 to RG-2
Applicant:	Stephen Jahue Moore
Staff Recommendation:	Approval
PC Recommendation:	01/07/2019; Approval (8-0)
ZPH, 1st Reading:	03/19/2019; Pending
2nd Reading:	04/16/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.34

Current Use: Duplex

Proposed Use: Duplex and Single-Family Residence

Land Use Classification: Urban Core Residential Small Lot (UCR-1)

Current Zoning: Single Family Residential District (RS-3) and General Residential District (RG-2)

Proposed Zoning: General Residential District (RG-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 Business / Employment (excl. Flex)
- Cemeteries & Mausoleums

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

The subject property is located within the study area of the *Rosewood Corridor & Neighborhood Plan* (2012). The Plan proposed a future land use of Single-Family – Small Lot, and a modification of the zoning from RS-3 to RG-2 (pgs. 31-32). The property is also located within the area identified as a potential neighborhood design overlay. In general, the Plan discusses the need for walkability and improved/maintained tree canopy within Rosewood.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently split zoned as Single Family Residential District (RS-3) and General Residential District (RG-2). The abutting properties in the City of Columbia are zoned General Residential District (RG-2) to the North and East and Single Family Residential District (RS-3) to the East, South and West.

The proposed zoning district is General Residential District (RG-2).

Single-Family Residential District (RS-3)

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.

Single-Family Residential District (RG-2)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

STAFF RECOMMENDATION

Staff recommends to City Council to grant the rezoning of the property from RS-3 and RG-2 to RG-2.



Future Land Use Map

Department of Planning & Development Services

516 S. Holly Street, TMS# 11
Current FLU: UCR-1

14.a

Legend



- 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
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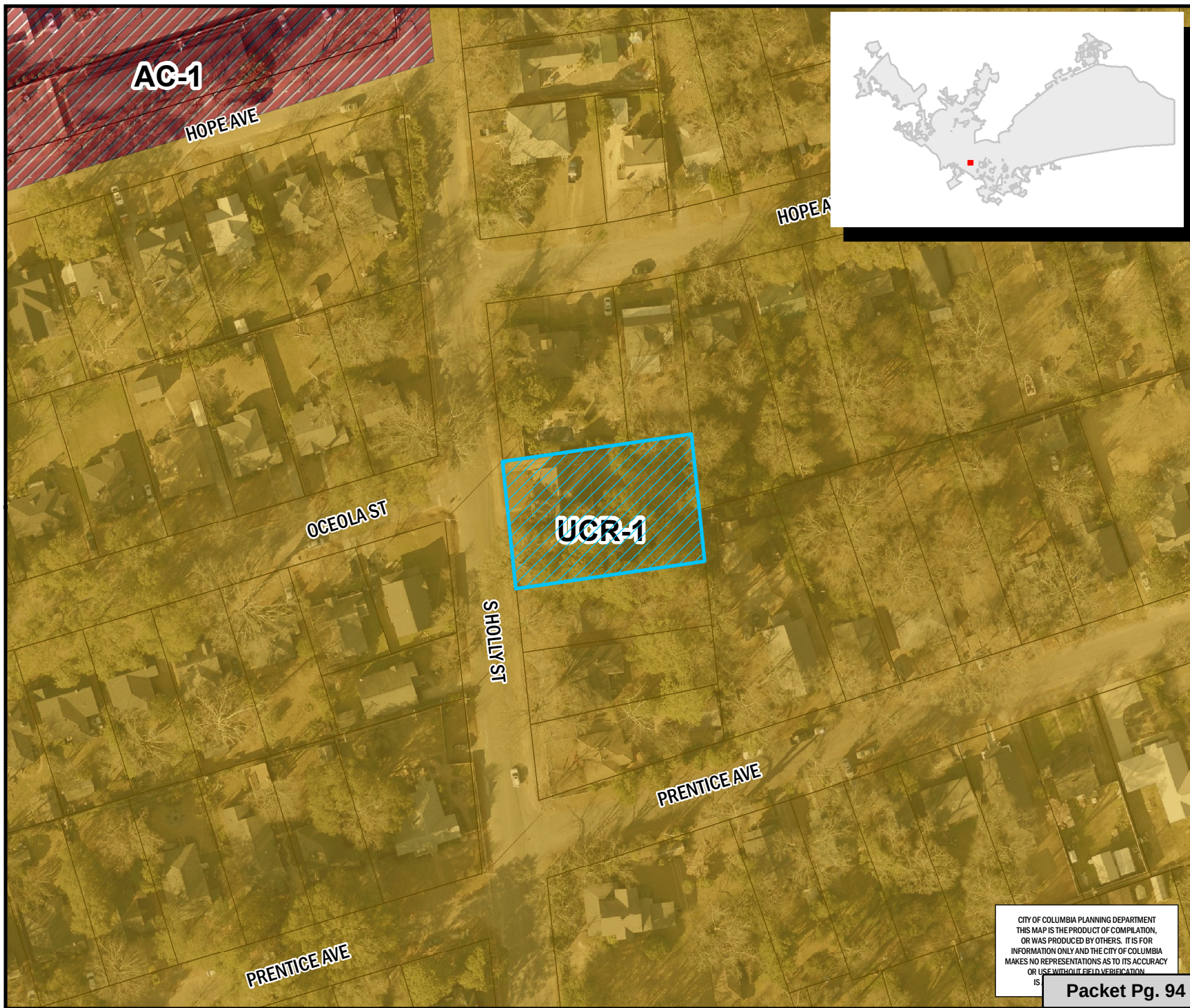
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
December 6, 2018



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Packet Pg. 94

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

516 S. Holly Street, TMS# 11313-07-18;
Current Zoning: RS-3 & RG-2; Proposed Zoning: RG-2

14.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



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This map was prepared by:

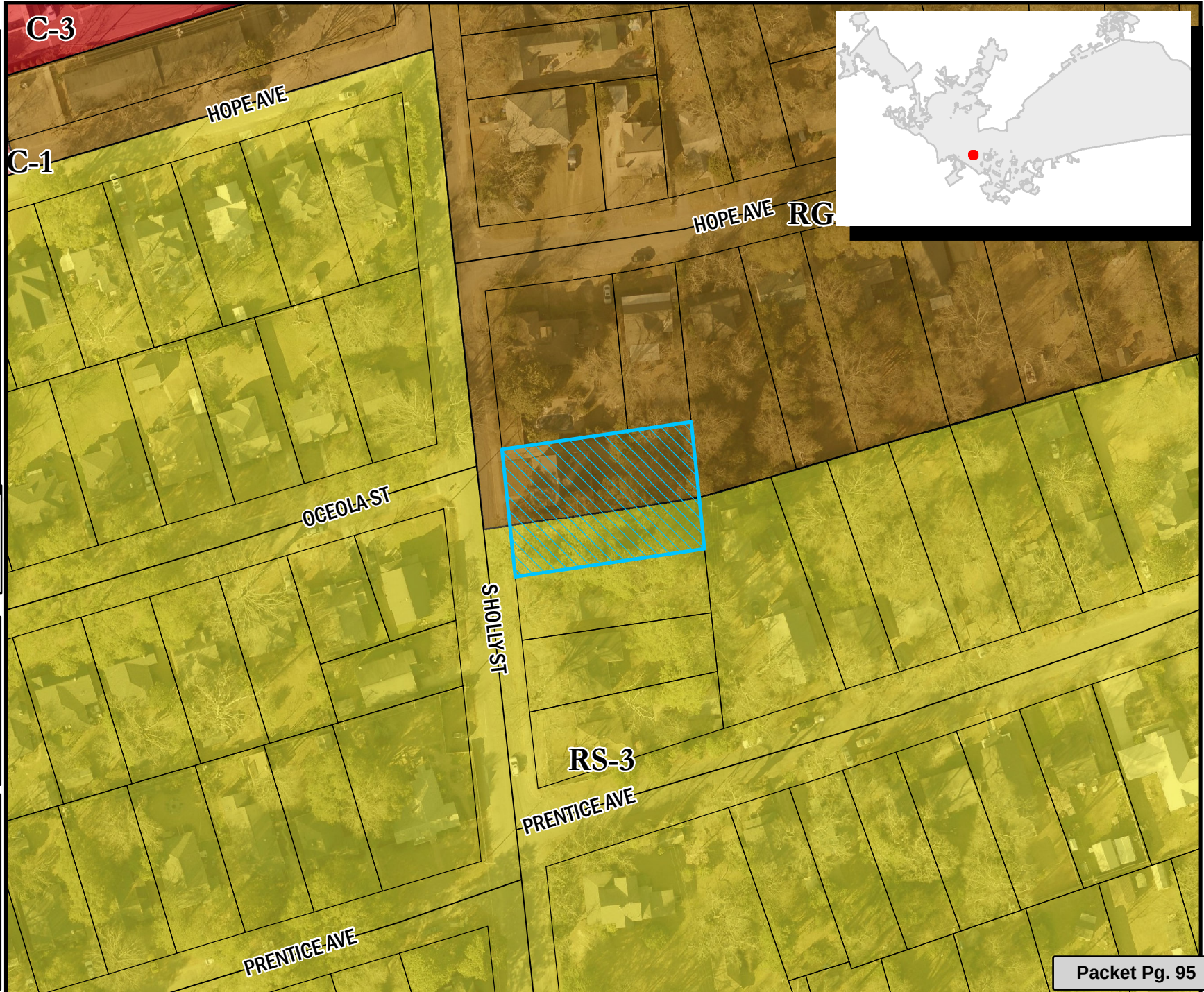
Shane Shaughnessy
December 6, 2018

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Packet Pg. 95

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)
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

Table of Permitted Uses RG-2
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
Attached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
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 Accessory Use
Coin-operated laundries and dry cleaning
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Public Golf Course
Elementary and Secondary Schools (17-296)
Libraries and Information Centers
Religious Organizations
Roominghouses and boardinghouses
Organization hotels and lodginghouses on membership basis
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Membership Sports and Recreation Clubs
Day Care Facilities (17-265)
Residential Care (17-266)
Mobile home parks subject to article VI division 2
Fraternity and sorority houses



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **COMPREHENSIVE PLAN – FUTURE LAND USE MAP
AMENDMENT - 1703 McFadden Street, TMS# 11511-11-02**

PURPOSE: **Ordinance No.: 2019-015 - Amending the City of Columbia
Comprehensive Plan 2018 Future Land Use Map to include
1703 McFadden Street; Richland County TMS# 11511-11-12**

City Council District: 2

**Proposal: Request to amend Chapter 8.3 of The Columbia
Plan 2018 - Future Land Use Map to modify the land use
classification from UCR-1 to UEMF.**

Applicant: Lila Anna Sauls, Homeless No More

Staff Recommendation: Approval

PC Recommendation: 02/04/2019; Approval (9-0)

First reading approval was given on March 19, 2019.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** LUMA-1703McFadden (PDF)
- **#b:** 2019-015 add 1703 McFadden to Comprehensive Plan (PDF)

HISTORY:

03/19/19

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

March 19, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT CASE SUMMARY

1703 McFadden Street, TMS# 11511-11-02

City Council District:	2
Proposal:	Request to amend Chapter 8.3 of <i>The Columbia Plan 2018 – Future Land Use Map</i> to modify the land use classification from UCR-1 to UEMF.
Applicant:	Lila Anna Sauls, Homeless No More
Staff Recommendation:	Approval
PC Recommendation:	02/04/2019; Approval (9-0)
ZPH, 1 st Reading:	03/19/2019; Pending
2 nd Reading:	04/16/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.87

Current Use: Commercial

Proposed Use: Education Center

Land Use Classification: Urban Core Residential Small Lot (UCR-1)

Proposed Land Use Classification: Urban Edge Multi-family (UEMF)

Current Zoning: General Residential District (RG-1)

Proposed Zoning: Office and Institutional District (C-1)

Census Tract: 9

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.

Staff recommends that the subject property be designated Urban Edge Multi-family (UEMF) in The Columbia Plan 2018 Future Land Use Map.

Urban Edge Multi-family is primarily a single-use development type consisting of multi-family subdivisions in the outer areas of the city. The development is most common after the 1960s and is also a component in the Urban Edge Mixed Residential Development Type. They 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.

Urban Core Residential Small Lot (UCR-1):

Primary Types

- Single-family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Multi-family Small
- Small Format Business / Employment (excl. Flex)
- Cemeteries & Mausoleums

Urban Edge Multi-family (UEMF):

Primary Types:

- Multi-family High-rise
- Multi-family Small to Large

Secondary Types:

- Single-family Attached
- Multi-family Small to Large 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 located within the study area of *A Plan for the Redevelopment of East Central City* (2004). The subject property is located within Cluster Three (Section 2 Page 4) and site analysis identified the property as an area for potential revitalization (Section 3A Page 12) by the Plan. The Plan recommended a future land use of Attached Single Family Residential (Medium Density) (Section 4C Page 8). The subject property falls within Tier Two Catalyst 3-2 (Two Notch Rd. at Waites Rd.) (Section 5 Page 23) though it is not included in the diagrammatic illustration the follows later in the Section. The recommendation for the catalyst project is to redevelop the area incorporating civic and residential elements, and providing a central destination point for Clusters Two, Three, and Four. Higher density residential elements should provide a buffer between the civic elements and the existing single-family residential neighborhoods (Section 5 Pages 30). In general, the plan recommended that that a pedestrian friendly environment should be created throughout the study area, and a sense of community identification and continued involvement should be enhanced and encouraged.

STAFF RECOMMENDATION

Staff recommends that City Council adopt an ordinance to amend Chapter 8.23 of *The Columbia Plan: 2018 – Future Land Use Map* to modify the land use classification for the property from UCR-1 to UEMF.



Future Land Use Map

1703 McFadden Street, TMS# 11511-15.a
Current FLU: UCR-1, Proposed FLU: UEMF

Department of Planning & Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 Urban Edge Community Activity Center
-  UCAC-3 Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



0 25 50 100 Feet

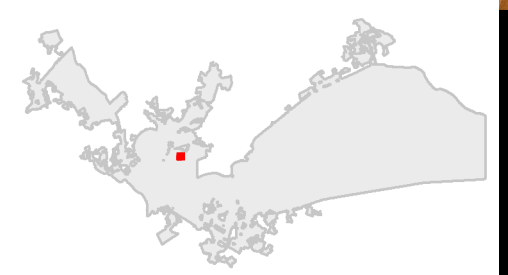
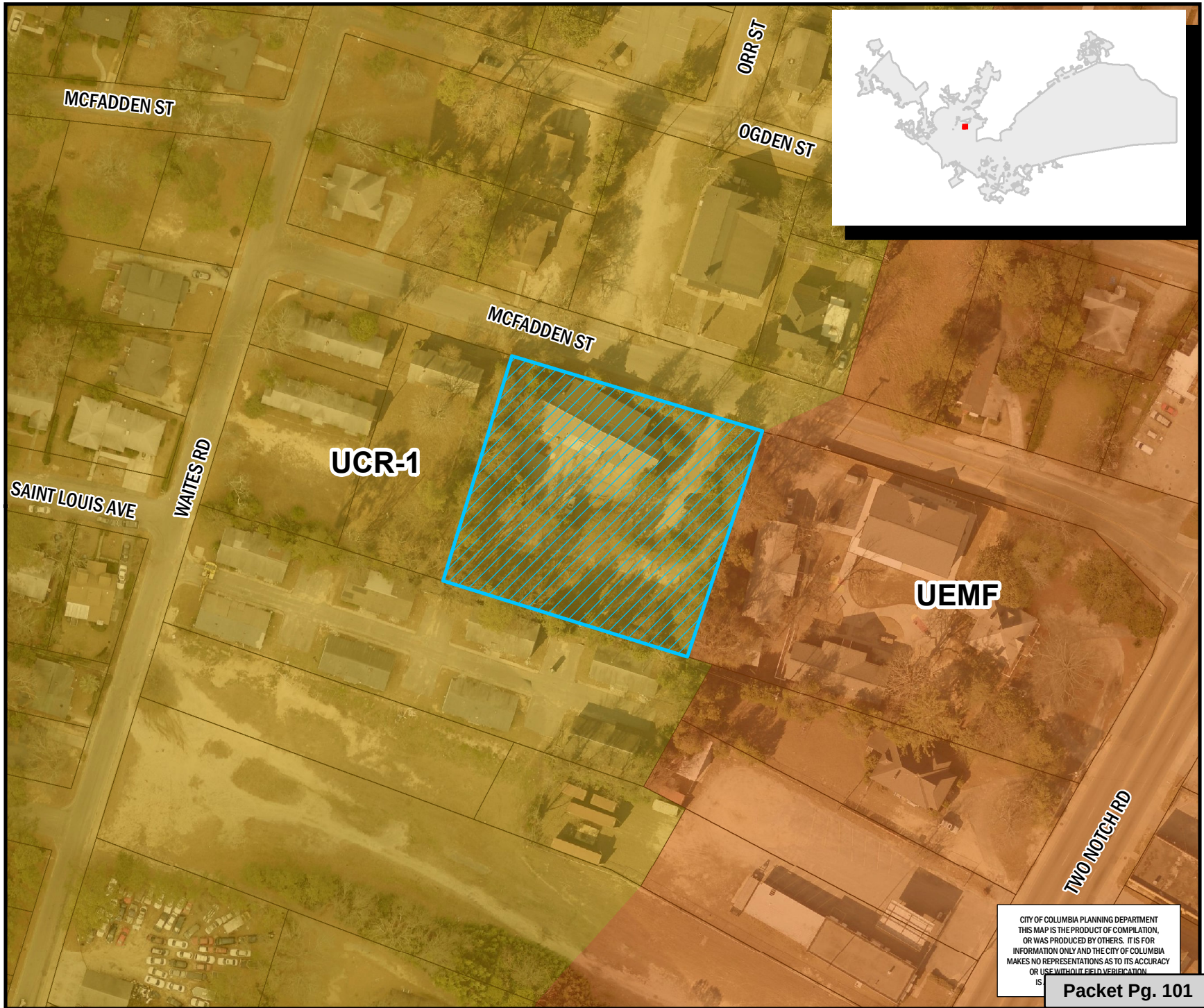
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
January 2, 2019



We Are Columbia



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Packet Pg. 101

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2019-015

*Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include
1703 McFadden Street; Richland County TMS# 11511-11-12*

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council approved Ordinance No.: 2008-085 on October 1, 2008 adopting the City of Columbia Comprehensive Plan 2018 in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, City Council approved Ordinance No.: 2015-014 on February 17, 2015 amending the City of Columbia Comprehensive Plan 2018 deleting the "Existing and Future Land Use Components of the Physical Area Development Element of The Columbia Plan: 2018" and replaced it with "Plan Columbia Land Use Plan Putting the Pieces In Place", along with all the maps and policies contained therein; and,

WHEREAS, 1703 McFadden Street; Richland County TMS# 11511-11-12, was included within Plan Columbia Land Use Plan: Putting the Pieces in Place adopted by City Council on February 17, 2015, and was assigned the designated future land use classification of Urban Core Residential Small Lot (UCR-1), while the future land use classification of Urban Edge Multi-family (UEMF) is more appropriate, and the Future Land Use Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2019, that the designated land use for 1703 McFadden Street, Richland County TMS# 11511-11-12, was identified as Urban Core Residential Small Lot (UCR-1) in Plan Columbia Land Use Plan: Putting the Pieces in Place adopted by Ordinance No.: 2015-014 on February 17, 2015. This property is apportioned to City Council District 2, Census Tract 9, contains 0.87 acres, and the land use classification shall be amended to Urban Edge Multi-family (UEMF).

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT - 1703 McFadden Street,
TMS# 11511-11-02

PURPOSE: Council District: 2

Proposal: Request to rezone the parcel from RG-1 to C-1

Applicant: Lila Anna Sauls, Homeless No More

Staff Recommendation: Approval

PC Recommendation: 02/04/2019; Approval (9-0)

First reading approval was given on March 19, 2019.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** ZMA_1703McFadden(PDF)

HISTORY:

03/19/19

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

March 19, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary 1703 McFadden Street, TMS# 11511-11-02

Council District: 2

Proposal: Request to rezone the parcel from RG-1 to C-1

Applicant: Lila Anna Sauls, Homeless No More

Staff Recommendation: Approval

PC Recommendation: 02/04/2019; Approval (9-0)

ZPH, 1st Reading: 03/19/2019; Pending

2nd Reading: 04/16/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.87

Current Use: Commercial

Proposed Use: Education Center

Land Use Classification: Urban Core Residential Small Lot (UCR-1)

Proposed Land Use Classification: Urban Edge Multi-family (UEMF)

Current Zoning: General Residential District (RG-1)

Proposed Zoning: Office and Institutional District (C-1)

Census Tract: 9

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. Concurrent with their zoning map amendment request, the applicant has also applied to modify the future land use classification to Urban Edge Multi-family (UEMF).

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.

Urban Edge Multi-family is primarily a single-use development type consisting of multi-family subdivisions in the outer areas of the city. The development is most common after the 1960s and is also a component in the Urban Edge Mixed Residential Development Type. They 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.

Urban Core Residential Small Lot (UCR-1):

Primary Types

- Single-family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Multi-family Small
- Small Format Business / Employment (excl. Flex)
- Cemeteries & Mausoleums

Urban Edge Multi-family (UEMF):

Primary Types:

- Multi-family High-rise
- Multi-family Small to Large

Secondary Types:

- Single-family Attached
- Multi-family Small to Large 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 located within the study area of *A Plan for the Redevelopment of East Central City* (2004). The subject property is located within Cluster Three (Section 2 Page 4) and site analysis identified the property as an area for potential revitalization (Section 3A Page 12) by the Plan. The Plan recommended a future land use of Attached Single Family Residential (Medium Density) (Section 4C Page 8). The subject property falls within Tier Two Catalyst 3-2 (Two Notch Rd. at Waites Rd.) (Section 5 Page 23) though it is not included in the diagrammatic illustration the follows later in the Section. The recommendation for the catalyst project is to redevelop the area incorporating civic and residential elements, and providing a central destination point for Clusters Two, Three, and Four. Higher density residential elements should provide a buffer between the civic elements and the existing single-family residential neighborhoods (Section 5 Pages 30). In general, the plan recommended that that a pedestrian friendly environment should be created throughout the study area, and a sense of community identification and continued involvement should be enhanced and encouraged.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned as General Residential District (RG-1). The abutting properties in the City of Columbia are zoned General Residential District (RG-1) to the North, West and South and Neighborhood Commercial District (C-2) to the East.

The proposed zoning district is Office and Institutional District (C-1).

General Residential District (RG-1)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

Office and Institutional District (C-1)

The C-1 district is intended to accommodate office, institutional, and certain types of residential uses in areas whose characteristic is neither general commercial nor exclusively residential in nature. Certain related structures and uses required to serve the needs of the areas 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 to City Council to grant the rezoning of the property from RG-1 to C-1.



Future Land Use Map

Department of Planning & Development Services

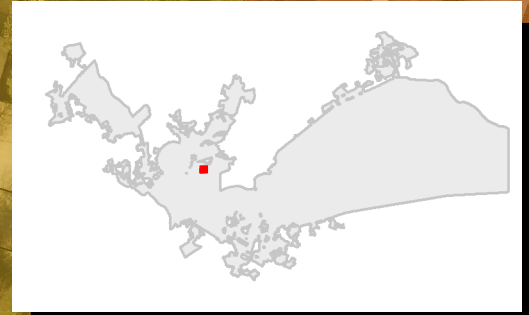
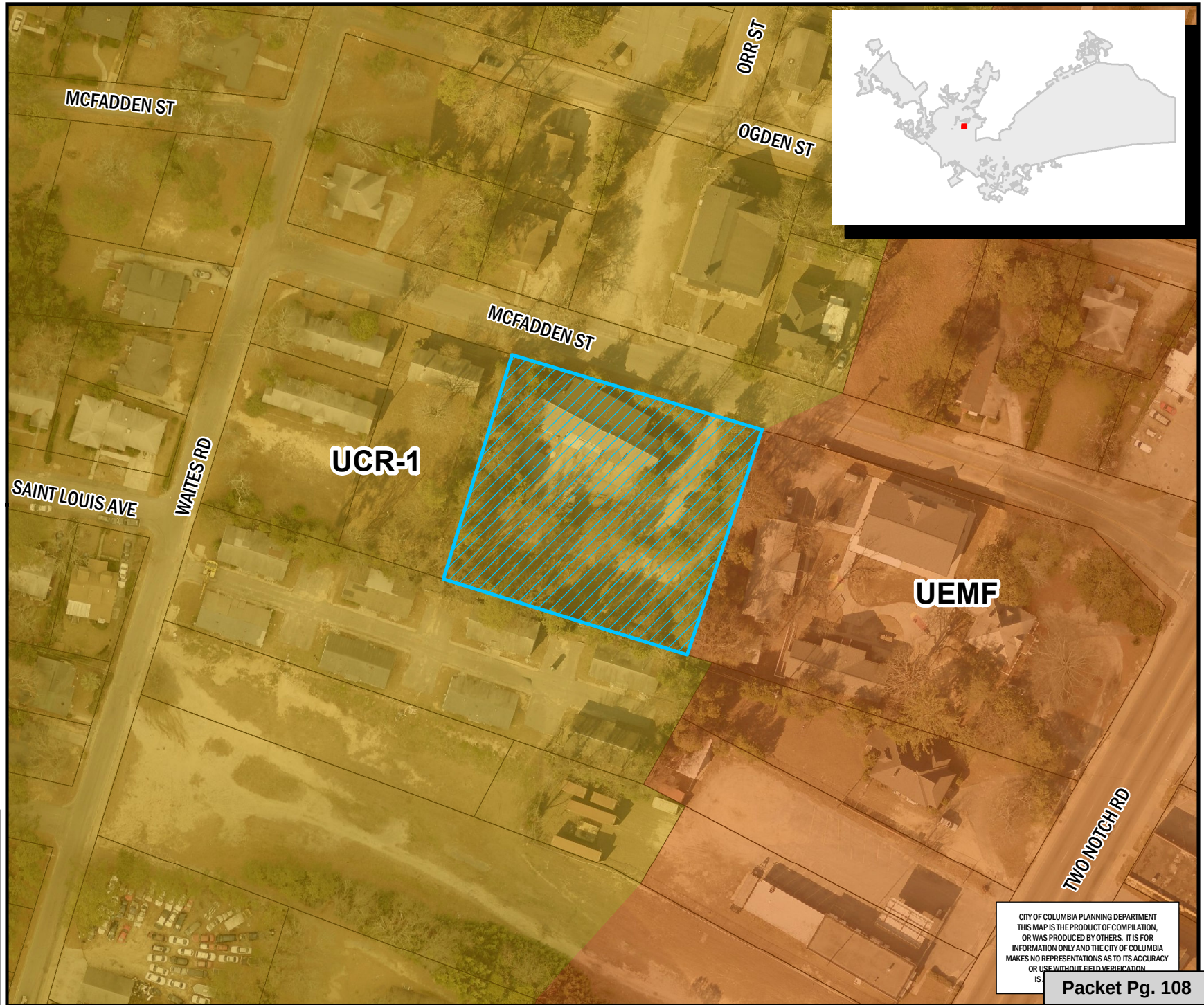
1703 McFadden Street, TMS# 11516.a
Current FLU: UCR-1, Proposed FLU: UEMR

Legend

CITY LIMITS
PARCELS

- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
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- 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
January 2, 2019



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

1703 McFadden Street, TMS# 11511 16.a
Current Zoning: RG-1, Proposed Zoning: C-1

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
January 2, 2019

DISCLAIMER:
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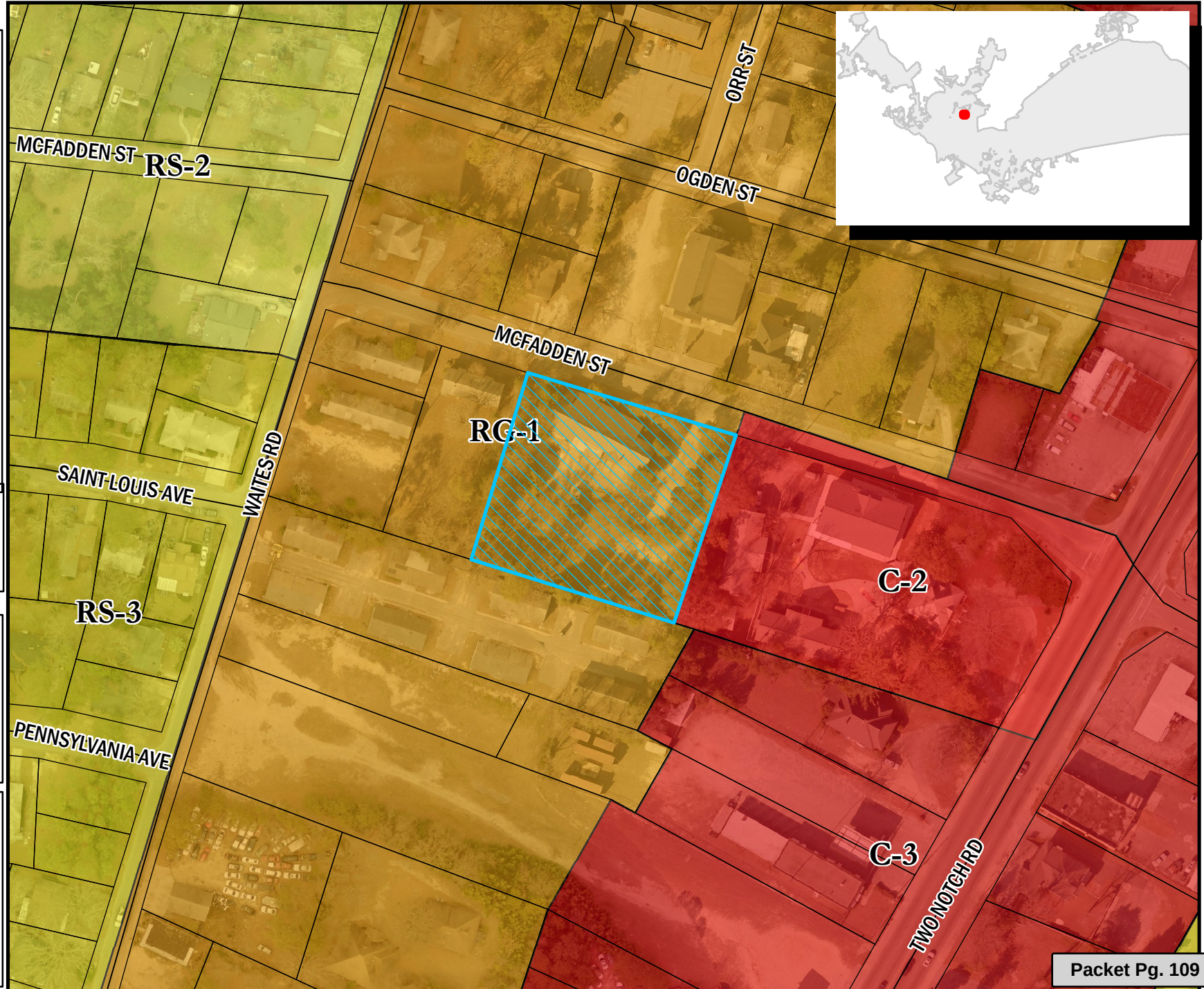


Table of Permitted Uses
RG-1
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Attached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
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 Accessory Use
Coin-operated laundries and dry cleaning
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Public Golf Course
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Nursing and personal care facilities
Elementary and Secondary Schools (17-296)
Libraries and Information Centers
Day Care Facilities (17-265)
Residential Care (17-266)
Religious Organizations
Fraternity and sorority houses

Table of Permitted Uses
C-1
Permitted Principal Uses
Landscape counseling and planning
Building Construction - Office Only
Construction other than building construction - Office Only
Arrangement of Transportation Services
Water supply services
Sewerage Systems (Sec. 17-262)
Finance, Insurance, and Real Estate
Organization hotels and lodginghouses on membership basis
Cemetery subdividers and developers
Photographic Studies, portrait
Funeral Service and crematories
Advertising agencies
Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Parking Lots
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Dance studios
Public Golf Course
Offices of physicians
Nursing and personal care facilities
Hospitals
Medical and dental laboratories
Legal services
Colleges, universities, professional schools, and junior colleges
Libraries and information centers
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Individual and family social services
Job training and vocational rehabilitation services
Museums and art galleries
Business associations
Professional membership
Labor unions and similar organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research

Noncommercial research organization
Management and public relations services
Detached One-Family Dwelling
Attached Two-Family Dwelling
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Courts
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs
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)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted Accessory Use
Private Commercial Storage (Sec. 17-260)
Eating Places
Drugstores and proprietary stores
Beauty Shops
Barbershops
Reupholstery and furniture repair
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
Veterinary services with indoor kennels
Veterinary services with outdoor kennels
Roominghouses and boardinghouses
U.S. Postal Service
Drinking Places (alcoholic beverages)(Sec. 17-269)
Electric substations
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Apparel and accessory stores
Coin-operated laundries and dry cleaning
Garment pressing and agents for laundries and dry cleaners
Miscellaneous personal services, except massage parlors and spas
Massage parlors and spas

Business services not elsewhere classified
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Parking structures
Radio and mobile telephone installation shops
Watch and jewelry repair
Motion picture theaters except drive-in
Physical fitness facilities and yoga facilities
Membership Sports and Recreation Clubs
Arboreta, botanical and zoological gardens
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Attached One-Family Dwelling
Multi-Family Dwelling
Group Development
Dormitories, Public
Fraternity and sorority houses



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT - 3601 Ridgewood Avenue,
TMS# 09209-24-04

PURPOSE: Council District: 1

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

Applicant: John Stevens, Celtic Works, Inc.

Staff Recommendation: Approval

PC Recommendation: 02/04/2019; Approval (9-0)

First reading approval was given on March 19, 2019.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** ZMA_3601Ridgewood (PDF)

HISTORY:

03/19/19

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

March 19, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary 3601 Ridgewood Avenue, TMS# 09209-24-04

Council District: 1

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

Applicant: John Stevens, Celtic Works, Inc.

Staff Recommendation: Approval

PC Recommendation: 02/04/2019; Approval (9-0)

ZPH, 1st Reading: 03/19/2019; Pending

2nd Reading: 04/16/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.57

Current Use: Undeveloped Property

Proposed Use: Single Family Residential

Land Use Classification: Urban Core Residential Small Lot (UCR-1)

Current Zoning: Planned Unit Development – Residential District (PUD-R)

Proposed Zoning: Single-Family Residential District (RS-2)

Census Tract: 4

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 Business / Employment (excl. Flex)
- Cemeteries & Mausoleums

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

The subject property is located within the study areas of two plans adopted by the City of Columbia: *The Villages of North Columbia* (2005) and the *Walkable 29203: Pedestrian Master Plan* (2017).

The subject property is located in Cluster Two of *The Villages of North Columbia* study area (2005), and is within the Hyatt Park neighborhood, and along the edge of an area with “opportunities for potential rehab/redevelopment” (Section 2 Page 46). The Plan assigns a future land use of Low Density Residential (Single-family Detached Homes) to the subject property (Section 3, Page 81). The Plan broke down the neighborhoods into different “neighborhood villages” in order to make recommendations – Hyatt Park fell within the College Village. Recommendations for the College Village included the creation of “activity nodes that would create a unique environment reminiscent of many small college towns with a pedestrian friendly environment where students and residents could walk to and from retail services, restaurants, and Hyatt Park” (Section 3 Page 96). The subject property is not located within an area identified for a catalyst project by the Plan.

The *Walkable 29203: Pedestrian Master Plan* (2017) encompasses the whole of the 29203 zip code, and makes recommendations to improve access to healthy activities and healthy food outlets. This Plan focused on network gaps and safety concerns within the pedestrian network, and also made generalized recommendations on how to improve the perception of safety in the area, which would influence perceptions of walkability. The Plan did not make any specific recommendations for improvements to the pedestrian network adjacent to the subject property.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned as Planned Unit Development-Residential District (PUD-R). The abutting properties in the City of Columbia are zoned Single-Family Residential District (RS-2) to the North and West, Light Industrial District (M-1) to the South and Mixed Use District (MX-1) to the East.

The proposed zoning district is Single Family Residential District (RS-2).

Planned Unit Development-Residential District (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.

(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 to City Council to grant the rezoning of the property from PUD-R to RS-2.



Future Land Use Map

3601 Ridgewood Avenue, TMS# 09
Current FLU: UCR-1

17.a

Department of Planning &
Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



0 25 50 100
Feet

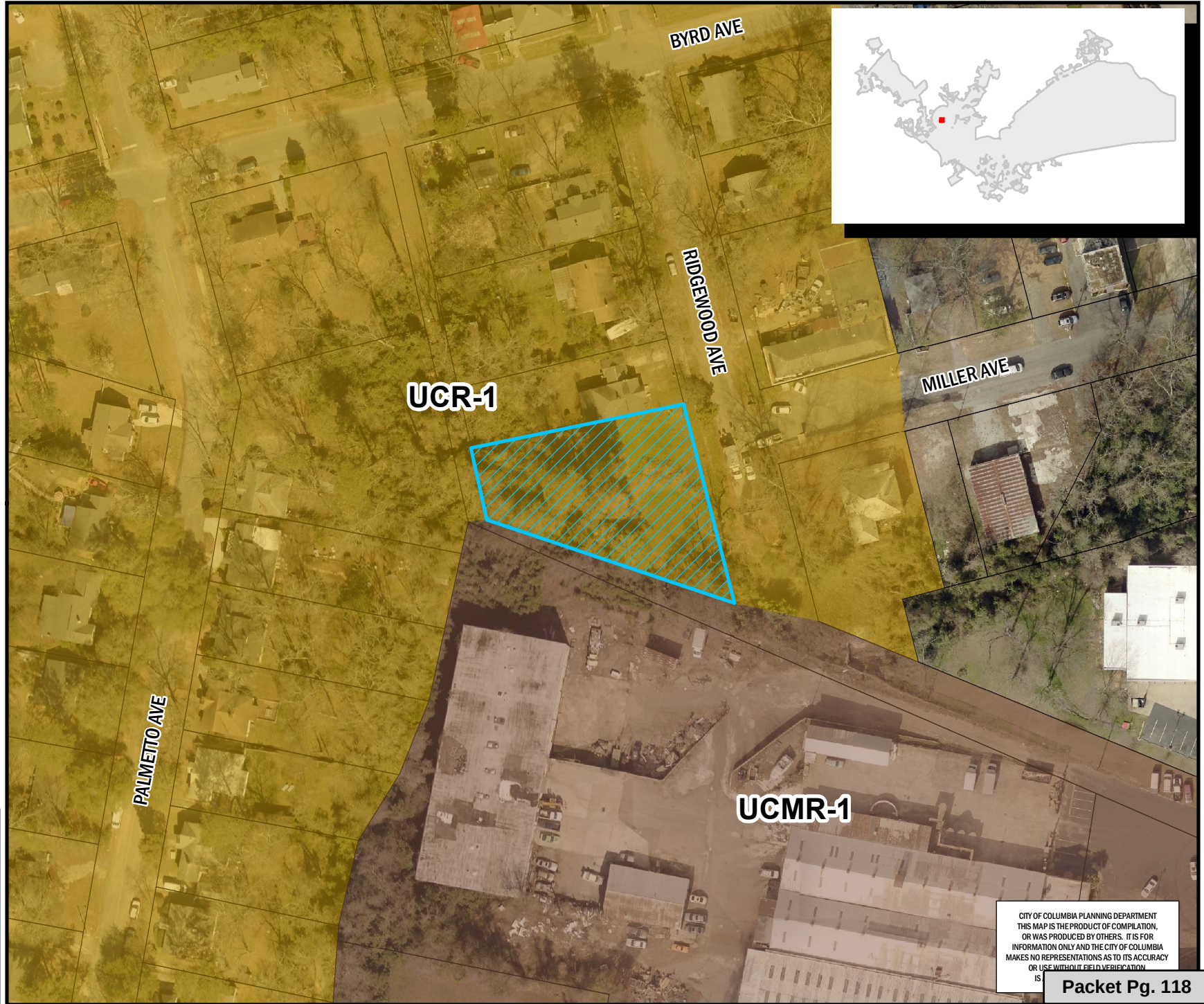
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
January 2, 2019



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THIS MAP IS THE PRODUCT OF COMPILATION,
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IS

Packet Pg. 118

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

3601 Ridgewood Avenue, TMS# 09209-17.a
Current Zoning: PUD-R, Proposed Zoning: RS-2

Legend

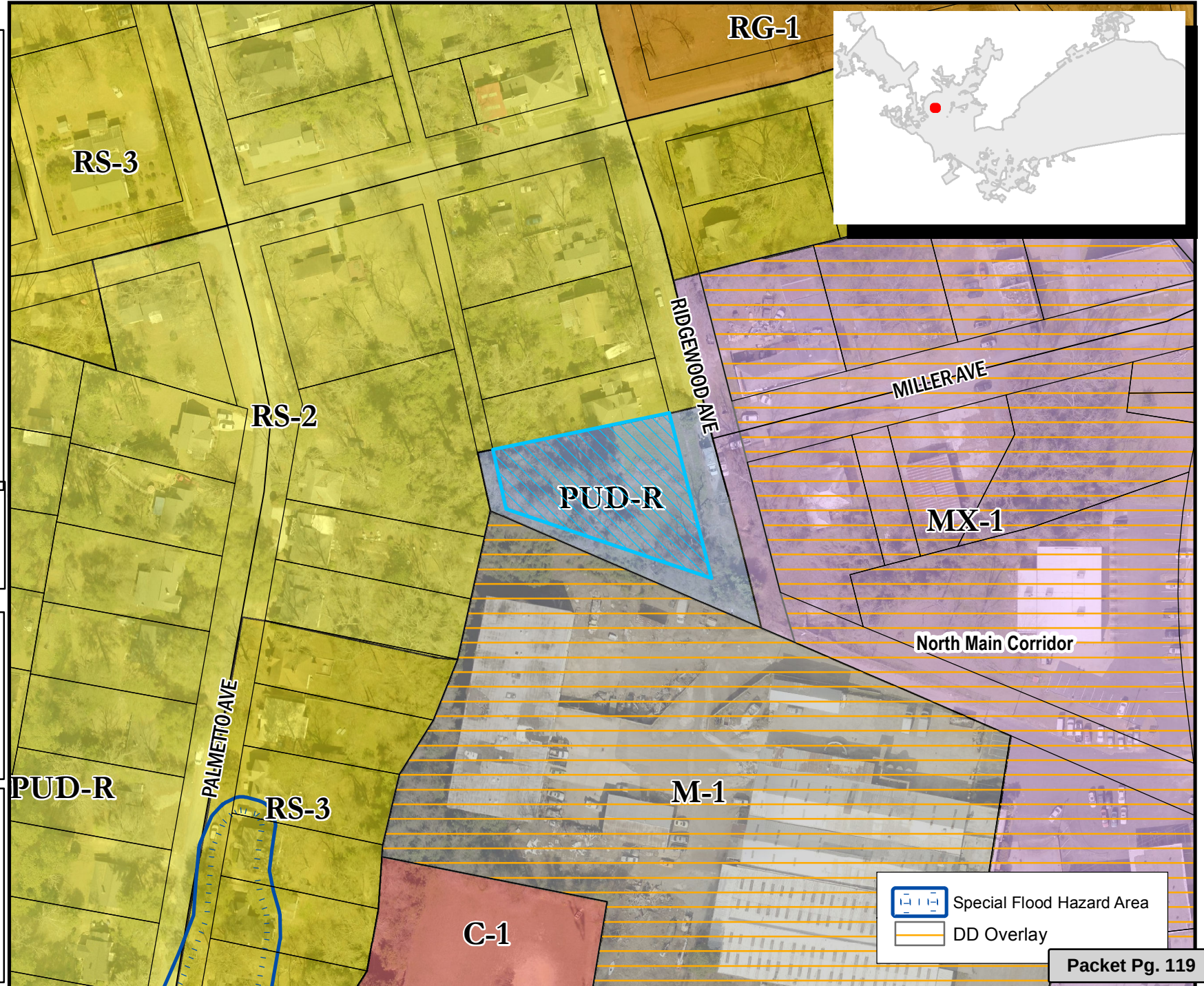
PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
January 2, 2019

DISCLAIMER:
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Special Flood Hazard Area

DD Overlay

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 2, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING TEXT AMENDMENT - Amend §17-681(b)(7) and Granby Architectural Conservation District Guidelines to add 316 Heyward Street, TMS# 08816-10-12

PURPOSE: Ordinance No.: 2019-017 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 3, Landmarks and Design Protection Districts, Sec. 17-681 Districts identified, (b) Architectural conservation district (7)

Proposal: Amend City of Columbia's Code of Ordinances §17-681(b)(7) (Districts identified) to include an additional lot to an annexation and update the map in the Granby Architectural Conservation District Guidelines for the same reason.

Pertinent Sections: Chapter 17, Article V, Division 3, Amend §17-681(b)(7) (Districts identified); Granby Architectural Conservation District Guidelines

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Approval

PC Recommendation: 02/04/2019; Approval (9-0)

First reading approval was given on March 19, 2019.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** TA-Heyward316_GranbyGuidelines (PDF)
- **#b:** 2019-017 amend Sec. 17-681 Districts identified (b) Architectural conservation district (7) [Granby] (PDF)

HISTORY:

03/19/19

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

March 19, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Text Amendment Case Summary **Amend §17-681(b)(7) and Granby Architectural Conservation District Guidelines to add** **316 Heyward Street, TMS# 08816-10-12**

Proposal: Amend City of Columbia's Code of Ordinances §17-681(b)(7) (Districts identified) to include an additional lot to an annexation and update the map in the Granby Architectural Conservation District Guidelines for the same reason.

Pertinent Sections: Chapter 17, Article V, Division 3, Amend §17-681(b)(7) (Districts identified); Granby Architectural Conservation District Guidelines

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Approval

PC Recommendation: 02/04/2019; Approval (9-0)

ZPH, 1st Reading: 03/19/2019; Pending

2nd Reading: 04/16/2019; Pending

PROPOSED ZONING TEXT SUMMARY

The following is the proposed updated text of Chapter 17, Article V, Division 3, §17-681(b)(7). The text in red and underlined is the proposed addition.

Sec. 17-681- Districts identified

(b) *Architectural conservation district.*

(7) The area of the city bounded generally by Catawba Street on the north, Wayne Street on the east, Heyward Street on the south and Gist Street on the west and further identified on TMS# 08812-01-01 through 08812-01-17; 08812-02-01 through 08812-02-09; 08812-02-11 through 08812-02-15; 08812-03-01 through 08812-03-08; 08812-04-01; 08816-10-12; 08816-11-01 through 08816-11-10; 08816-12-01 through 08816-12-14; 08816-13-01 through 08816-13-15; 08816-14-02 through 08816-14-14; 08909-02-03 through 08909-02-12; 08913-13-01; 08913-14-01 through 08913-14-05; 08913-15-01 through 08913-15-06; 08913-16-01, 08913-16-02, 08913-16-04, 08913-17-01 through 08913-17-09; 08913-19-01 through 08913-19-08; 08913-20-01 through 08913-20-14 also to be known as the Granby Historic District.

The proposed updated map for the Granby Architectural Conservation District Guidelines is attached to this Case Summary as well as the existing map.

STAFF RECOMMENDATION

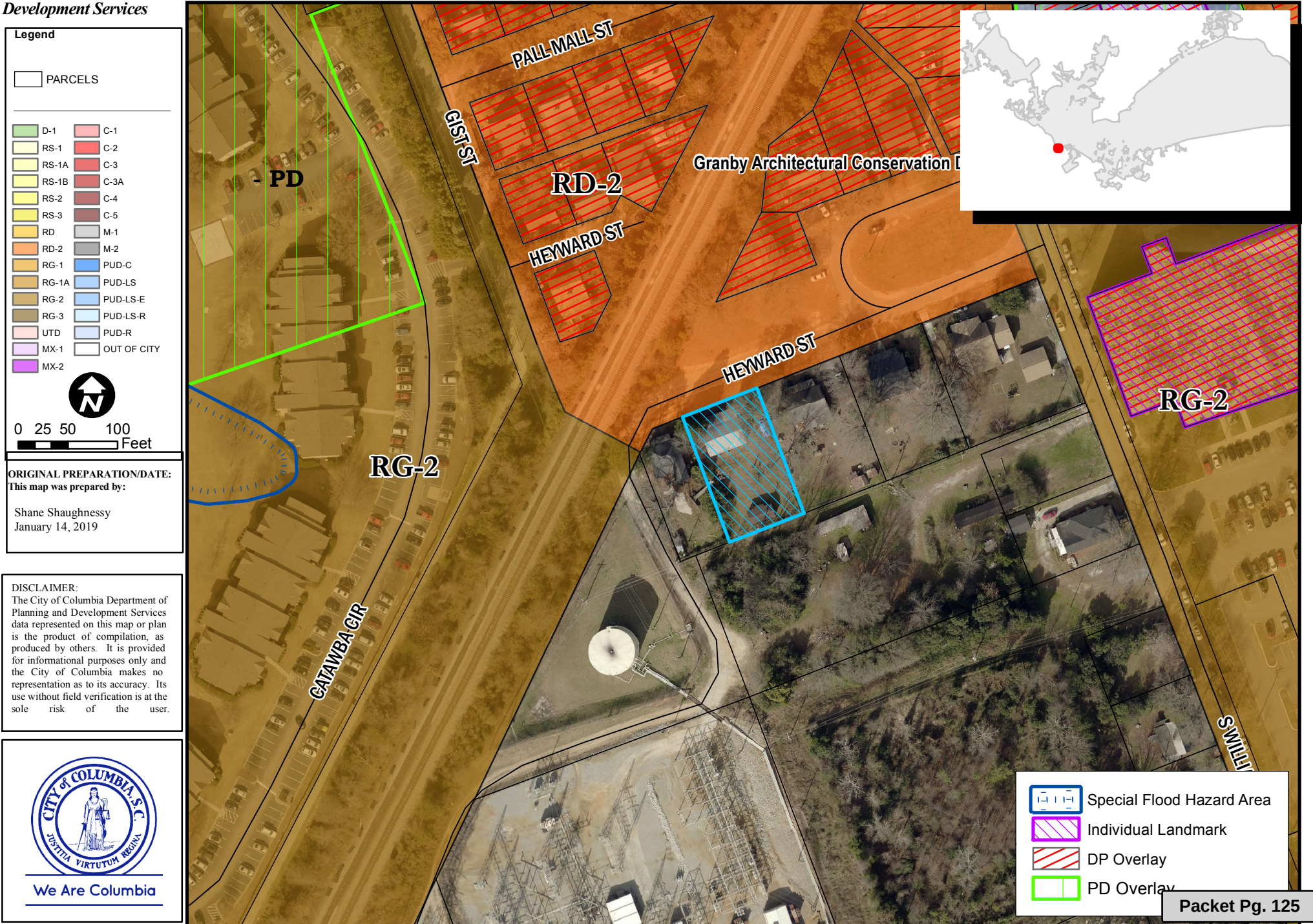
Staff recommends City Council approve the proposed changes to the Official Zoning Code and Granby Architectural Conservation District Guidelines.

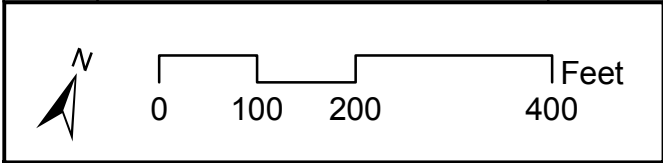
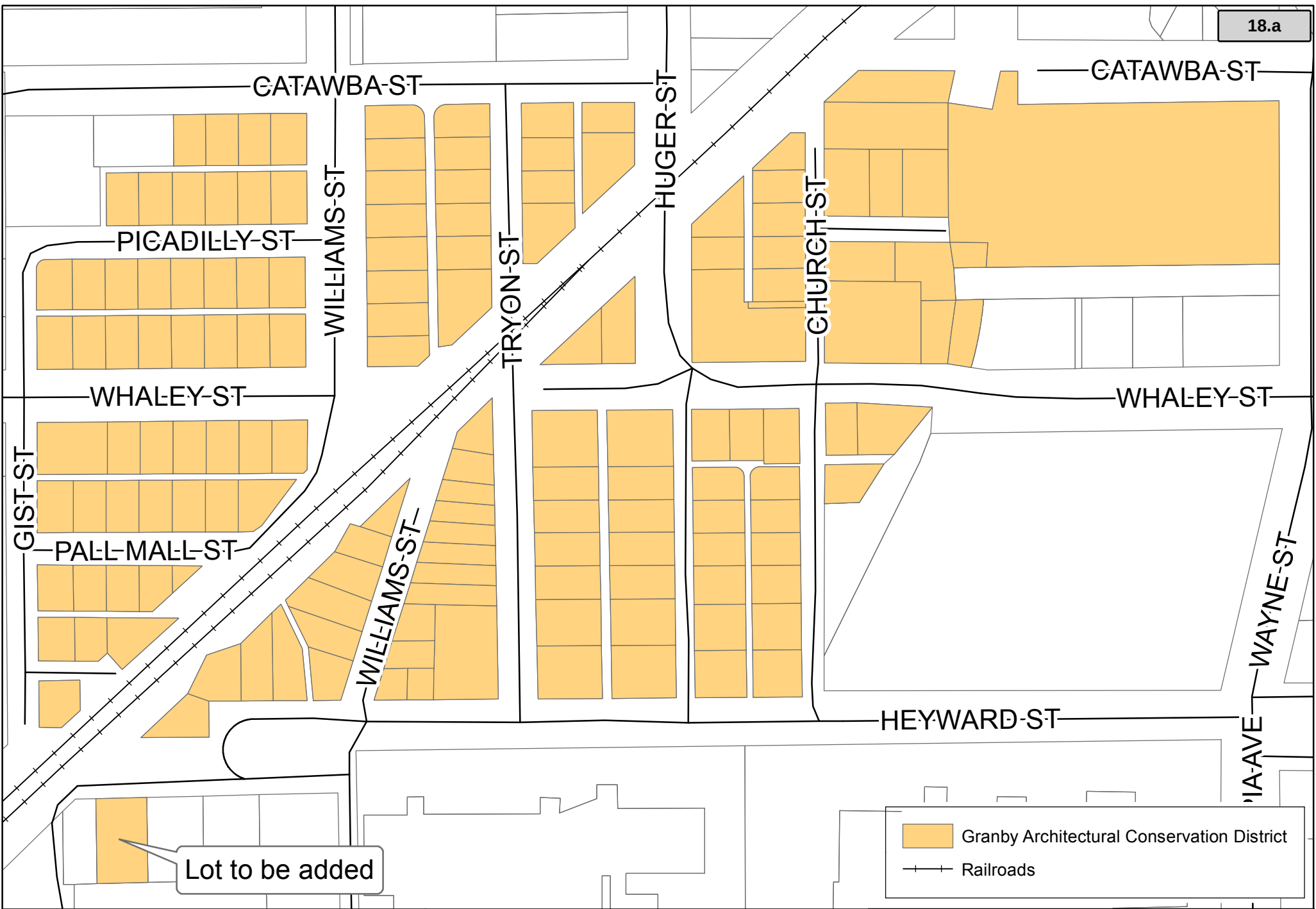
Zoning Map

Department of Planning & Development Services

316 Heyward Street, TMS# 08816-10-12;
Existing Richland Co. Zoning: RM-HD, Proposed Zoning: RD-2, -DP

18.a





Granby Architectural Conservation District

**Planning & Development
Services Department**

Date: 1/15/2019
Prepared by: Shane Shaughnessy



CITY OF COLUMBIA
SOUTH CAROLINA
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- **DIVISION 3. - LANDMARKS AND DESIGN PROTECTION DISTRICTS**
- **Sec. 17-681. - Districts identified.**

(a)

Landmark district. The area of the city bounded generally by Blanding, Marion, Richland and Henderson Streets is to be identified as Landmark District No. 1, and more specifically identified on attached map as 1973 TMS 28, Block 1, Lots 4, 5, 6, 7, 8, 9, 10 and 11; all of Block 2; all of Block 3; all of Block 4; Block 5, Lots 3, 4, 5 and 6; Block 6, Lots 2, 5, 6, 7 and portion of 21 (1402 Blanding); Block 7, Lots 1, 2, 5, 6, 7, 8, 9, 10, 11 and 22; all of Block 8; 1973 TMS 29, Block 2, Lots 7 and 8; Block 3, Lots 13, 14, 15 and 16; Block 4, Lots 4, 6, 9, 11, 12, 13, 14, 15 and portion of 24 (1904-08 Marion Street and 1403, 1407, 1409-11 Richland Street); all of Block 5; all of Block 6; Block 7, Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 23 and 24; all of Block 8; all of Block 9; all of Block 10; 1973 TMS 37, Block 1, Lots 1, 2, 12, 13, 14, 15 and 16; Block 4, Lots 1, 2 and 13; 1973 TMS 38, Block 1, Lots 1, 2, 3, 4, 5, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28; Block 5, Lots 1, 2, 3, 4, 21, 23 and 25.

(b)

Architectural conservation district.

(1)

The area of the city bounded generally by Laurens, Senate, Henderson and Green Streets and to be identified as Architectural Conservation District No. 1, and further identified on attached map as 1973 TMS 24, all of Block 5; 1973 TMS 34, all of Block 1; all of Block 2; all of Block 3; Block 5, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 33 and 34; all of Block 10; 1973 TMS 35, Block 3, Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 26, 27, 28, 29, 30, 31, 33 and 34; all of Block 5; all of Block 6; all of Block 7; all of Block 9; all of Block 10; all of Block 11.

(2)

The area of the city bounded generally by Wayne Street, W. Confederate Avenue, Abbeville Street and Rembert Street and to be identified as Architectural Conservation District No. 2, which is further identified as 1982 TMS 09011, all of Block 2; Block 4, Lot 1; Block 5, Lots 3, 4, 5, 6; TMS 0901 2, all of Block 2; all of Block 3; all of Block 4; Block 6, Lots 13, 14 and 15; Block 7, Lots 1, 2, 7-14; Block 8, Lots 5, 6, 7 and 8; Block 9, Lots 13-21, 23 and 24; Block 10, Lots 1-15, 19-28; all of Block 11; Block 12, Lots 1-10, 12-24; all of Block 13; all of Block 14; all of Block 15; Block 16, Lots 2-15; TMS 09016, Block 15, Lots 9 and 10; TMS 09109 all of Block 15; ; and 2008 TMS 09012-10-16, 09012-12-11.

(3)

Area generally bounded by: Woodrow Street on the west; Kirby, Webster and Murray Streets on the North; Millwood Avenue on the South and Maiden Lane on the East, TMS# 11413-06-4, 5; 11413-07-1 through 5 and 9 through 10; 11413-8-1 through 5 and 9 through 13; 11413-9-1 through 7 and 16; 11414-05-2 through 10; 11414-6-1 through 14; 11414-7-1 through 13; 11414-8-1 through 10; 11414-9-1 through 8; 11414-10-1 through 16; 11414-11-1 through 18; 11414-12-1 through 12; 11414-13-1, 2, 4 through 14; 11414-14-1 through 13; 11414-15-5 through 10; 11414-18-3 through 10; 11414-19-1 through 11 and 13 through 18; 11414-20-1 through 13; 11414-21-1 through 12; 11414-22-1, 2, 4, 5, 7 through 23; 11415-9-9 through 13; 11415-10-6, 7; 11415-12-11; 11415-13-1 through 14; 11415-14-1 through 7; 11415-15-3, 5 through 16; 11415-16-7 through 12; 13901-1-1, 2, 4 through 7; 13901-2-1 through 8; 13901-3-1 through 8; 13901-4-1 through 21; 13901-5-1 through 16; 13901-6-1 through 3 and 11 through 15; 13901-7-1 through 13; 13901-8-1, 13 through 15; 13901-10-1 through 16; 13901-11-1 through 14; 13901-12-1 through 16; 13901-13-

3 through 6; 13901-17-1 through 10 and 12 through 16; 13901-18-1 through 9, 16 and 17; 13902-1-1 through 3; 5 through 19; 13902-8-1, 6 through 9; 13902-9-1 through 18; 13902-10-21 through 35 and 37 through 43 and 54 through 57; 13902-11-1 through 7; 13902-12-1 through 14; 13902-13-1 through 11; 13902-14-1 through 17.

(4)

The area is generally bounded by Holly Street, Sims Street, Amherst Avenue, Bellwood Street and Kirkwood Street, and further identified on attached maps as TMS# 13804-01-01 through 04; 13804-10-07 through 11; 13804-11-07 through 11; 13804-12-02 through 15; 13804-13-01 through 04; 13804-14-01, 02, 03, 04, 05, and 11; 13804-18-01 through 05 and 09 through 10; 13901-15-09 through 12; and 11316-04-02 through 04 and 10 through 13.

(5)

The area is generally bound to the north by Blossom Street, to the south by Heyward Street, to the east by Congaree and Waccamaw Avenues, and to the west by Pickens and Saint James Street and Saluda Avenue, and further identified on attached maps as TMS# 11306-04-02 through 35; 11306-05-01 through 06; 11306-06-01 through 06; 11306-07-01 through 39; 11307-03-13 through 16; 11307-04-01; 11307-05-02 through 06; 11307-06-01 through 11; 11307-07-02 through 25; 11307-08-01 through 04; 11307-09-01 through 09; 11308-09-01 through 11; 11308-10-02 through 13; 11308-11-08 through 13; 11310-01-01 through 06; 11310-02-01 through 16; 11310-03-01 through 16; 11310-22-01 through 10; 11311-01-01 through 14; 11311-02-01 through 38; 11311-03-01 through 06; 11311-03-17, 11311-03-19 through 22 (all up to 100' from Waccamaw); 11311-03-23 through 26; 11311-03-27 (up to 100' from Waccamaw); 11311-03-28 through 39; 11312-13-09 through 17; 11381-01-01 through 09; 11381-02-01 through 04; 11381-03-01 through 04; 11387-01-01; 11387-02-01 through 08; 11387-03-01 through 08; and 11387-04-01 through 08.

(6)

The area of the city generally bound by the intersection of Grace and Marion Street to the north, Bull Street to the east, Elmwood Avenue to the south, and Sumter Street to the west and further identified by the following tax maps: 09016-03-02 thru 09, 09016-04-01 thru 14, 09016-05-01 thru 09, 09016-06-01 thru 09, 09016-06-11, 09016-06-16 thru 24, 09016-08-01 thru 17, 09016-08-28 and 29, 09016-09-02 thru 18, 09016-12-07, 09016-12-09 thru 11, 09109-07-01 thru 03, 09109-08-02 thru 05, 09109-09-02 and 04, 09113-01-01 and 02, 09113-05-01 thru 10, 09113-06-01 thru 10, 09113-06-12 thru 22, 09113-07-01 thru 14, 09113-08-01 thru 13, 09113-10-01 thru 07, 09113-11-01 and 02, 09113-12-01 thru 19, 09113-12-21 thru 29, 09113-13-03 thru 14, 09113-04-01 thru 12, 09113-02-01 thru 06, 09114-06-01 thru 03, 09113-03-01 thru 04, 09114-05-01 thru 06, 09110-11-02 thru 11, 09114-07-01, 09113-09-01 thru 12, 09114-01-16 and 17, 09110-10-06 (portion zoned C1), 09110-10-08 and 09, 09110-10-12, 09114-01-01 thru 14, 09114-02-01, 09114-02-03 thru 22, 09114-02-24 and 25.

(7)

The area of the city bounded generally by Catawba Street on the north, Wayne Street on the east, Heyward Street on the south and Gist Street on the west and further identified on TMS# 08812-01-01 through 08812-01-17; 08812-02-01 through 08812-02-09; 08812-02-11 through 08812-02-15; 08812-03-01 through 08812-03-08; 08812-04-01; 08816-10-12; 08816-11-01 through 08816-11-10; 08816-12-01 through 08816-12-14; 08816-13-01 through 08816-13-15; 08816-14-02 through 08816-14-14; 08909-02-03 through 08909-02-12; 08913-13-01; 08913-14-01 through 08913-14-05; 08913-15-01 through 08913-15-06; 08913-16-01, 08913-16-02, 08913-16-04, 08913-17-01 through 08913-17-09; 08913-19-01 through 08913-19-08; 08913-20-01 through 08913-20-14 also to be known as the Granby Historic District.

(c)

Protection area district.

(1)

The area of the city bounded generally by Laurel, Lincoln, Gadsden and Richland Streets and to be identified as Protection Area No. 1, and further identified on attached map as 1973 TMS 13, Block 3, Lots 4, 5 and 6; Block 4, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 23; 1973 TMS 14, Block 4, Lots 15 and 16; Block 5, Lots 17, 18, 19, 20, 21, 23, 24 and 30; Block 8, Lots 7, 8, 9, 10, 11 and 12; all of Block 9; Block 12, Lots 6, 7, 8, 9, 10, 11, 12 and 13; all of Block 13; 1973 TMS 20, Block 3, NW corner of Lot 3, west of Blanding Street; 1973 TMS 21, Block 1, Lot 22; all of Block 5; Block 9, Lots 1 and 11.

(2)

The area of the city bounded generally by Millwood Avenue, Devine Street, Harden Street, Gervais Street and Maple Street and further identified on tax maps 11312-02-04 through 07; 11312-03-01, 11, 12 and 13; 11312-04-1 through 7, 16, 17 and 18; 11388; 11316-01-01 through 05; 11316-02-01, 03, 05 and 06; 11316-03-01 through 04, 06 through 11; 11316-04-01, 02 (200' from Maple Street), 23, 24 and 25; 11316-13-01, 02, 04, 05 and 10; 11316-14-01 through 04 and 15; 11316-15-01, 02, 05, 06, 15, 16 and 23; 11386; 11391; 11390 (150' portion from Lee Street); 11405-05-06 through 11; 11406-09-09 through 14; 11406-10-04, 07, 08, 09 and 10; 11406-11-10, 11 and 12; 11409-02-01 through 35; 11409-03-01 through 24; 11409-04-01 through 33; 11409-07-20 through 37, 39 through 42; 11409-08-01 through 14; 11409-09-01 through 12; 11409-10-01 through 23, 25 through 27; 11409-11-01 through 16, 18 through 21; 11409-12-01 through 24; 11409-13-01 through 21; 11409-14-01; 11409-15-01 through 19; 11409-16-01; 11409-17-01 through 13; 11409-18-05 through 09 and 11409-22-01 through 11, and the buffer area which is identified on tax maps 11405-05-05, 12, 13, 14 and 15; 11405-06-01 through 07; 11406-09-15 and 16; 11406-11-07 and 08; 11409-05-01 through 04; 11409-06-01 through 23 and 25 through 27; 11409-07-01, 03 through 19 and 43; 11409-18-04; 11409-21-04 through 07; and, 11409-22-12 through 15, is hereby designated as Protection Area No. 2, also to be known as the Old Shandon/Lower Waverly Historic District. A copy of the "Old Shandon/Lower Waverly Design Guidelines" are on file in the office of the city clerk and are incorporated herein by reference.

(3)

The area of the City generally bound by Harden Street, Gervais Street, Millwood Avenue, and Taylor Street and to be identified as Waverly Protection Area and further identified on tax maps as TMS# 11410-01-1 through 17 and 26 through 29; 11410-02-1, 17 through 22; 11411-01-7, 11, 12, 14, 15; 11411-15-2 through 5, 8, 13 through 16; 11411-16-1 through 20; 11411-17-1 through 15; 11406-05-2 through 13; 11406-06-1 through 5 and 8 through 13; 11406-07-1 through 6, 10, 13, 18 through 24; 11406-08-2 through 19; 11407-14-3 through 23; 11407-15-1, 3 through 10; 11407-16-1 through 13; and as TMS# 11410-01-18 through 25; 11410-02-2 through 7, 9, 10, 14 through 16; 11411-01-1 through 3, 13, 16 through 19; 11411-15-1, 6, 7, 9 through 12; 11406-05-1, 14 through 20; 11406-07-7 through 9, 11, 12, 14 through 17; 11406-08-1, 20, 23 through 29; 11407-07-1 through 3; 11407-08-1 through 6; 11407-09-2; 11407-13-1 through 7, 10, 11, 13, 18 through 20, and 22 through 27; 11407-14-1.

(4)

The area of the city generally bound by Sunset Drive on the north, the Seaboard Air Line Railroad to the east, Marlboro and Darlington Street to the west and Richfield Drive, Riverview Court and Park Street to the south and to be identified as Earlewood Protection Area and further identified on the following tax maps:

AREA A.

TMS# 9105-01-12, 13; 9105-03-01 through 03; 9105-04-01 through 15; 9105-05-01 through 04; 9105-06-01 through 15; 9105-07-01 through 15; 9105-05-01; 9105-09-01 through 10; 9105-10-01 through 05; 9105-11-01

through 07; 9105-12-01 through 06; 9105-13-01; 9105-14-01 through 08; 9105-15-10; 9106-03-03, 04, 06 through 08, 16; 9106-04-01 through 10, 12, 15 through 20; 9106-05-01 through 15; 9106-06-01 through 05; 9106-07-01 & 02; 9106-08-01 through 16; 9106-09-01 through 28, 30 through 21; 9106-10-01 through 16; 9106-11-01 through 06; 9106-12-01 through 15; 9106-13-01 through 08, 10 through 18; 9106-14-01 through 12; 9106-15-01 through 11; 9106-16-01 through 17; 9106-17-01 through 05, 07 through 12; 9106-18-01 through 11; 9107-09-01 through 16; 9107-10-01 through 03; 9107-11-01 through 06, 08 through 20; 9107-12-01; 9107-13-10; 9107-14-01 through 16; 9107-15-07, 08, 11, 12; 9107-16-01; 9109-01-01 through 14, 16 through 21; 9109-02-01 through 03, 05 through 10; 9109-03-01 through 08; 9109-19-01 through 07; 9109-21-01 through 09; 9110-01-01 through 12; 9110-02-01 through 17; 9110-03-01 through 16; 9110-04-01; 9110-05-01 through 06, 08 through 12; 9110-16-01 through 08; 9110-17-01 through 13; 9110-18-01 through 11; 9110-19-01 through 17; 9110-20-01 through 16, 18, 19; 9110-21-01 through 05; 9111-03-02 through 06; 9111-04-01, 08 through 11; 9111-10-01 through 10; 9111-11-07 through 13; 9112-09-02; 9112-10-02 through 04.

AREA B.

TMS# 9105-01-01 through 11, 14 through 21; 9105-02-01 through 04; 9105-12-07 through 15; 9105-14-09 through 17; 9105-15-02 through 09, 12 through 16, 20, 21, 23 through 36, 38 through 42; 9106-20-01 & 02; 9106-21-08 through 14; 9107-01-01 & 02; 9107-05-01 through 06, 08 through 16; 9107-06-01, 03 through 18; 9107-07-03 through 23, 46 through 53; 9107-15-02 through 06, 09; 9108-07-01 & 02; 9109-19-11 & 12; 9109-20-01 through 03, 12; 9111-01-01 through 11; 9111-02-01 through 10, 14 through 24; 9111-03-01, 07 through 10; 9111-08-01; 9111-11-01 through 06; 9111-12-03, 06 through 13; 9111-13-01 through 10; 9112-10-01 & 05; 9112-14-01 through 03, 07 through 12.

(5)

The area of the city bounded generally by Catawba Street on the north, Assembly Street on the east, Heyward Street on the south and Wayne Street on the west and further identified on TMS# 08913-06-02 through 08913-06-06; 08913-07-01 through 08913-07-08; 08913-08-01 through 08913-08-08; 08913-09-02 through 08913-09-05; 08913-10-01 through 08913-10-08; 08913-11-01 through 08913-11-06; 08913-12-01 through 08913-12-10; 08981-01-01 through 08981-01-16 also to be known as the Whaley Historic District.

(6)

The area of the city generally bound by Huger Street on the west, Gadsden Street on the east, Lady Street on the north and Gervais Street on the south and further identified on TMS# 08912-04-01, 08912-04-06, 08912-04-07; 08912-05-01 through 06, 08912-05-09, 08912-05-11; 08912-06-01 through 04, 08912-06-06A, 08912-06-06B, 08912-06-07 through 13; 08912-07-01, 08912-07-10 through 12; 08912-08-02(p), 08912-08-03, 08912-08-04, 08912-08-05; 08912-10-01 through 03, 08912-10-04(p), 08912-10-13 through 15, 08912-10-18 through 21; 08916-11-02(p), 08916-11-09(p); 09009-08-01(p), 09009-08-08 through 10; 09009-09-02, 09009-09-05(p), 09009-09-07 through 23; 09090-01-01 through 07; 09090-02-01 through 07; 09090-03-01 through 07.

(7)

The area of the city bounded generally by Monticello and Arlington Streets on the west, Timrod Street on the north, Kinderway and Fuller Avenues to the east, Wildwood Avenue and Jackson Avenue to the south, and further identified as TMS# 09210-05-01 through 05, 09210-05-07,

09210-05-12, 09210-05-18, 09210-05-19, 09211-07-02, 09211-07-04, 09211-08-01, 09211-08-02, 09211-09-01, 09211-10-01 through 09211-10-12, 09212-07-08 through 09212-07-12, 09214-01-01 through 09214-01-10, 09214-02-01 through 09214-02-05, 09214-02-07 through 09214-02-12, 09215-01-01 through 09215-01-12, 09215-02-01 through 09215-02-05, 09215-03-01 through 09215-03-06, 09215-04-01 through 09215-04-08, 09215-05-01 through 09215-05-14, 09215-06-01, 09215-06-02, 09215-06-06, 09215-06-09, 09215-07-01 through 09215-07-04, 09215-17-01, 09215-18-01 through 09215-18-11, 09215-19-01 through 09215-19-05, 09215-19-07, 09215-20-01, 09215-21-01 (partial), 09215-22-01 through 09215-22-06, 09216-08-48 through 09216-08-54, 09216-08-56 through 09216-08-60, 09216-08-63 through 09216-08-66, 09216-09-01 through 09216-09-04, 09216-10-01 through 09216-10-04, 09216-10-06 through 09216-10-10, 09216-11-01 through 09216-11-04, 09216-12-01 through 09216-12-07 also to be known as the Seminary Ridge Historic District.

(d)

Historic commercial district.

(1)

The area of the city generally bound by Gadsden Street on the west, Lady Street on the north, Park Street on the east and Gervais Street on the south and further identified on TMS# 08912-07-02 through 04, 06 through 09, 13, 14; 08916-01-01 through 04, 06 through 10, 13 through 15, 19; 08916-02-01, 02, 04 through 09, 13; 08916-03-01 through 04(p); 08916-11-02(p), 04A(p), 07, 09(p), 10(p); 09013-09-17 through 19; 09013-11-01, 04 through 17, 20; 09013-12-03(p), 11 through 17, 20; 09013-13-09(p), 12, 13, 17; 09089-01-01; 09089-02-01; 09089-03-01; 09089-04-01.

(Code 1979, pt. 6, ch. 8, app. A; Ord. No. 2001-085, 10-3-01; Ord. No. 2003-054, § 3, 10-15-03; Ord. No. 2005-009, 2-9-05; Ord. No. 2005-071, 7-20-05; Ord. No. 2007-027, 6-6-07; Ord. No. 2008-009, 4-2-08; Ord. No. 2009-025, 6-3-09; 2009-130, 2-3-10; Ord. No. 2010-109, 7-29-10; Ord. No. 2010-138, 10-6-10; Ord. No. 2010-138, 10-6-10; Ord. No. 2011-070, 10-11-11; Ord. No. 2013-001, 2-5-13; Ord. No. 2013-085, 10-1-13; Ord. No. 2016-109, 12-16-16 ; Ord. No. 2018-021 , 6-5-18)

ORDINANCE NO.: 2019-017

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 3, Landmarks and Design Protection Districts, Sec. 17-681 Districts identified, (b) Architectural conservation district (7)

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 3, Landmarks and Design Protection Districts, Sec. 17-681 Districts identified, (b) Architectural conservation district (7), is amended to read as follows:

Sec. 17-681. Districts identified.

(b) Architectural conservation district.

(7) The area of the city bounded generally by Catawba Street on the north, Wayne Street on the east, Heyward Street on the south and Gist Street on the west and further identified on TMS# 08812-01-01 through 08812-01-17; 08812-02-01 through 08812-02-09; 08812-02-11 through 08812-02-15; 08812-03-01 through 08812-03-08; 08812-04-01; **08816-10-12**; 08816-11-01 through 08816-11-10; 08816-12-01 through 08816-12-14; 08816-13-01 through 08816-13-15; 08816-14-02 through 08816-14-14; 08909-02-03 through 08909-02-12; 08913-13-01; 08913-14-01 through 08913-14-05; 08913-15-01 through 08913-15-06; 08913-16-01, 08913-16-02, 08913-16-04, 08913-17-01 through 08913-17-09; 08913-19-01 through 08913-19-08; 08913-20-01 through 08913-20-14 also to be known as the Granby Historic District.

Requested by:

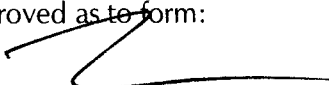
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 111 South Williams Street, 105 South Williams Street, 103 South Williams Street, 101 South Williams Street, RR101 Williams Street, R111 Williams Street, 316 Heyward Street, W/S Williams Street, and 108 South Williams Street; TMS# 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12, 08816-10-17, and 08816-10-03

PURPOSE: Ordinance No.: 2019-014 - Annexing and Incorporating 111 South Williams Street, 105 South Williams Street, 103 South Williams Street, 101 South Williams Street, RR101 Williams Street, R111 Williams Street, 316 Heyward Street, W/S Williams Street, and 108 South Williams Street, Richland County TMS# 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12, 08816-10-17, and 08816-10-03 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 2

Proposal: Request to annex, assign land use classification of Urban Core Mixed Residential - Type 3 and Urban Core Neighborhood Activity Center (UCMR-3 and UCAC-1) and assign zoning of General Residential District and Mill Village Two-Family Residential District in the Granby Architectural Conservation District Design Preservation Overlay (RG-2 and RD-2, -DP). The property is currently classified as Mixed Residential High Density and zoned Heavy Industrial (HI) and Residential Multifamily High Density (RM-HD) by Richland County.

Applicant: 135 Williams Street, LLC and Mary Frances Paris

Staff Recommendation: Approval

PC Recommendation: 01/07/2019; Approval (8-0)

First reading approval was given on March 19, 2019.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** ANNEX-2018-0025_WilliamSt (PDF)
- **#b:** 2019-014 annex-incorporate Williams and Heyward Street properties (PDF)

HISTORY:

03/19/19

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

March 19, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

**111 South Williams Street, 105 South Williams Street, 103 South Williams Street, 101
South Williams Street, RR101 Williams Street, R111 Williams Street, 316 Heyward
Street, W/S Williams Street, and 108 South Williams Street;
TMS# 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10,
08816-10-12, 08816-10-17, and 08816-10-03**

Council District: 2

Proposal: Request to annex, assign land use classification of Urban Core Mixed Residential – Type 3 and Urban Core Neighborhood Activity Center (UCMR-3 and UCAC-1) and assign zoning of General Residential District and Mill Village Two-Family Residential District in the Granby Architectural Conservation District Design Preservation Overlay (RG-2 and RD-2, -DP). The property is currently classified as Mixed Residential High Density and zoned Heavy Industrial (HI) and Residential Multifamily High Density (RM-HD) by Richland County.

Applicant: 135 Williams Street, LLC and Mary Frances Paris

Staff Recommendation: Approval

PC Recommendation: 01/07/2019; Approval (8-0)

ZPH, 1st Reading: 03/19/2019; Pending

2nd Reading: 04/16/2019; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: Approximately 5.7 acres
Current Use: Vacant/Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current Richland County Land Use: Mixed Residential High Density
Proposed Land Use Classification: Urban Core Mixed Residential – Type 3 and Urban Core Neighborhood Activity Center (UCMR-3 and UCAC-1)
Current Richland County Zoning: Heavy Industrial (HI) and Residential Multifamily High Density (RM-HD)
Proposed Zoning: General Residential District and Mill Village Two-Family Residential District in the Granby Architectural Conservation District Design Preservation Overlay (RG-2 and RD-2, -DP)
Census Tract: 28

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 service**. The proposed development on the property being annexed includes 85 units (84 multifamily units and 1 single-family unit). To prepare an estimated cost, we have reviewed the yearly calls for service at other multifamily developments near the University of South Carolina. Our standard methodology for multifamily developments involves projecting the cost on a calls per person estimate. Using this methodology generates an estimated annual cost of approximately \$26,000. However, the Census-reported 2010 population of the referenced properties appears to be significantly lower than the current population, reducing the reliability of an estimate based upon calls per person. To account for this, we generated a projected cost based upon estimated calls per dwelling unit. **The estimated cost to serve this proposed development calculated on a per-dwelling unit cost is approximately \$13,000 annually.**

Fire

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

Solid Waste

There is **no anticipated additional cost for the proposed 84 multifamily units** on the property under consideration for annexation, as solid waste service is not provided to this type of property. The **annual cost to provide solid waste service to the one (1) single family residence at 316 Heyward Street is approximately \$187/year.**

Engineering

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

Water Customer Care

The development of 84 units on this site proposed for annexation will create new revenue, at the approximately **40% reduced** water and sewer service rates for in-city customers.

Planning & Development Services

We recommend annexation of this property, located within a “donut hole” as designated in the Urban Service Area plan. The overall proposed development includes property currently within the City limits- however within the portion currently pending annexation, the proposed development includes 84 multifamily units and a single family residence. Based upon the estimated taxable value of this portion, **the annual real estate tax revenue generated will be approximately \$50,000.** It should be noted that this proposed development—and all the estimates on this page—include a ~6,400 sq. ft. parcel that is part of a separate pending annexation request.

* Estimated City Tax Revenue is based on 2018 millage for real property and calculated as: (((Tax Value*Tax Rate)*City Millage Rate (.0981))-(Tax Value*Local Option Sales Tax Rebate (.002142))).

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

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

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or

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

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classifications for the subject property are Urban Core Mixed Residential – Type 3 and Urban Core Neighborhood Activity Center (UCMR-3 and UCAC-1); the property is currently classified as Mixed Residential High Density by Richland County.

**Urban Core Mixed Residential – Type 3
(UCMR-3)**

Primary Types:

- Single-family Detached
- Single-family Attached
- Two-family

Secondary Types:

- Three-family
- Multi-family Small

Tertiary Types

- Multi-family Medium
- Small Format Business / Employment
- Small Format Civic / Institutional
- Small Format Commercial

**Urban Core Neighborhood Activity Center
(UCAC-1)**

Primary Types:

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

Secondary Types:

- Civic / Institutional
- Multi-family Small or Medium
- Single-family Attached

Tertiary Types

- Cemeteries & Mausoleums
- Parking Structures & Lots

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

The subject property is located within the study area of the *Capital City Mill District Area & Corridor Plan*, which was adopted by the City of Columbia and Richland County in 2017.

The Plan makes specific recommendations regarding the future land use, aligned with the Plan Columbia future land use classifications. A modification to those recommendations is made through the proposal of the UCAC-1 future land use classification for a portion of the property. This modification was made after discussion of the specific site, which is adjacent to commercial and multi-family residential uses, as well as to the power substation and quarry. As such, it is not anticipated that this portion of the site, which is not part of the existing historic residential fabric, would be developed as fits with the UCMR-3 classification. Within the future land use recommendations, the Plan also identifies characteristics specific to the study area for both UCMR-3 and UCAC-1. For UCMR-3, Mill District characteristics include: mill vernacular architecture; predominantly single-family; tertiary commercial uses should be limited to corridors with appropriate scale (Olympia Avenue & Whaley Street) (pg. 32). For UCAC-1, Mill District characteristics include: mill vernacular architecture; small to medium scale; reflects patterns of adjacent neighborhoods (pg. 33).

Specific to the area surrounding the subject property, the Plan also makes recommendations regarding the creation of bike facilities on Heyward and Williams Street, the undertaking of streetscape modifications and the installation of green infrastructure along Heyward Street, and identifies green space opportunities along Heyward Street.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned Heavy Industrial (HI) and Residential Multifamily High Density (RM-HD) by Richland County. Surrounding parcels within the City of Columbia are currently zoned Two Family Residential District (RD-2) to

the North and General Residential District (RG-2) to the East. Surrounding parcels in unincorporated Richland County are currently zoned HI to the South and West.

The proposed City of Columbia zoning district is General Residential District and Mill Village Two-Family Residential District in the Granby Architectural Conservation District Design Preservation Overlay (RG-2 and RD-2, -DP).

General Residential District (RG-2)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

Two-Family Residential District (RD-2)

The RD and RD-2 districts are intended as one- and two-family residential areas with attached and detached units with medium to high population densities. RD-2 is intended for use only in Historic Mill Village areas and only shall be applied where more than 50 percent of the parcels retain the original Mill Village residence. 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 two-family residential character of the district.

STAFF RECOMMENDATION

Staff recommends that City Council annex the subject property and assign land use classification of Urban Core Mixed Residential and Urban Core Neighborhood Activity Center (UCMR-3 and UCAC-1) at the time of annexation.

Staff recommends that City Council assign zoning of General Residential District and Mill Village Two-Family Residential District in the Granby Architectural Conservation District Design Preservation Overlay (RG-2 and RD-2, -DP) at the time of annexation.



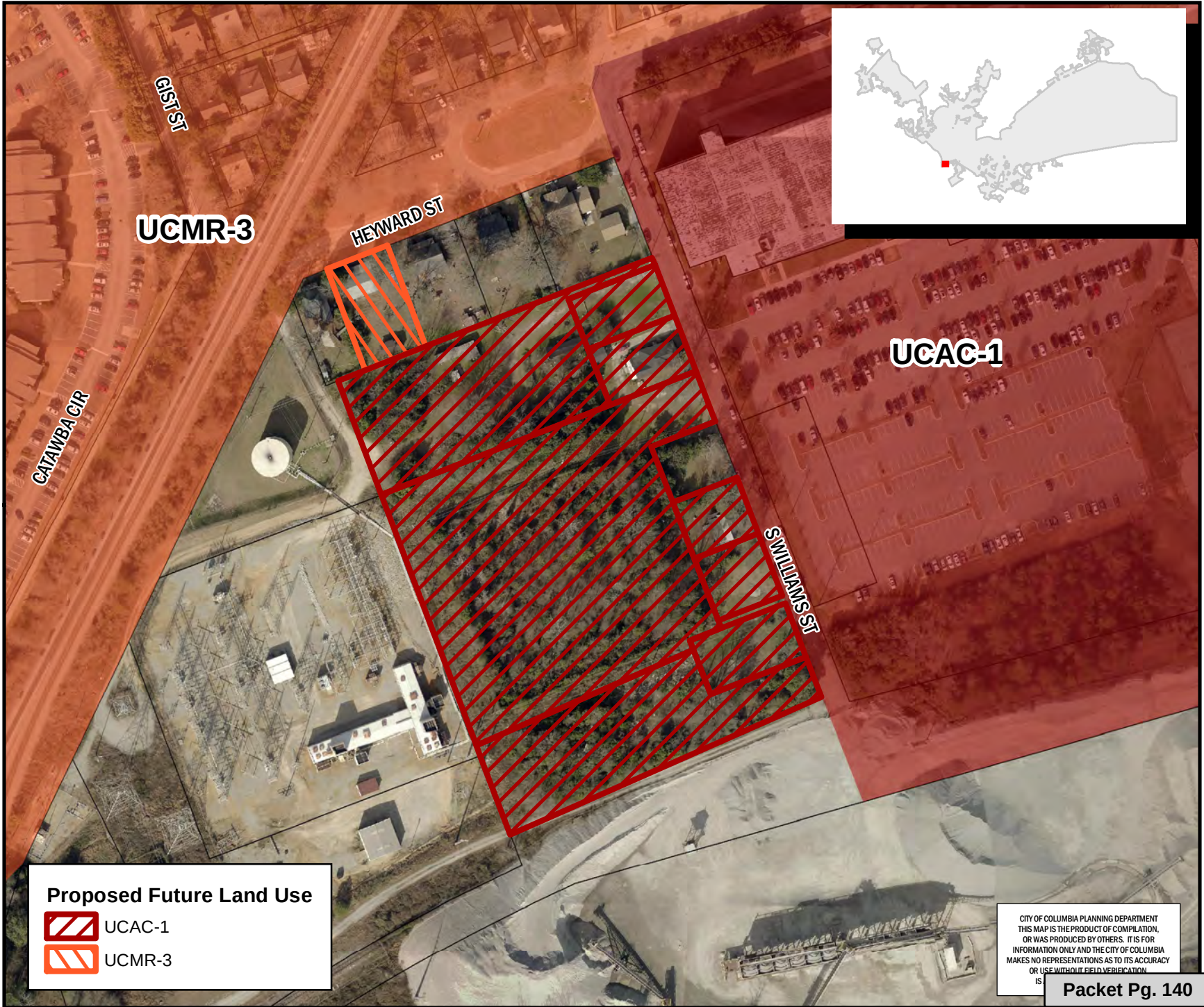
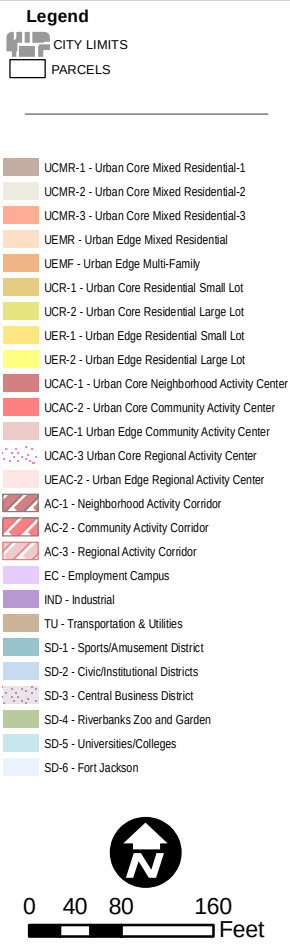
Future Land Use Map

Department of Planning & Development Services

111, 105, 103, 101 and 108 S. Williams St, RR101, R111 and W/S Willilams St. and 316 Heyward Street;
TMS# 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10,
08816-10-12, 08816-10-17, and 08816-10-03

19.a

Current FLU: Mixed Residential High Density; Proposed FLU: UCMR-3 and UCAC-1



Zoning Map

Department of Planning & Development Services

111, 105, 103, 101 and 108 S. Williams St, RR101, R111 and W/S Willilams St. and 316 Heyward Street, TMS# 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12, 08816-10-17, and 08816-10-03

19.a

Current Richland Co. Zoning: HI and RM-HD; Proposed Zoning: RG-2 and RD-2, -DP

Legend

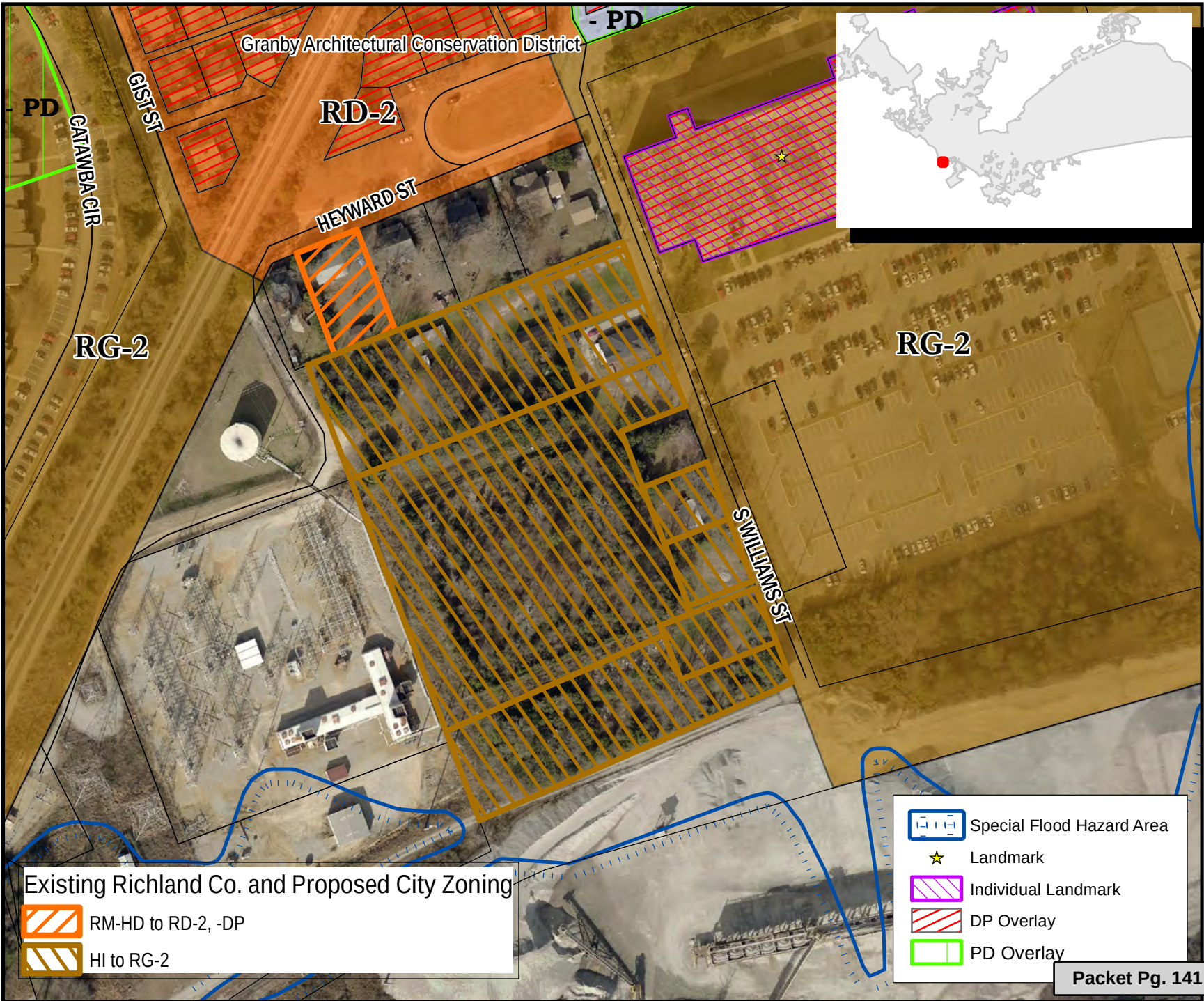
PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
December 11, 2018

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Existing Richland Co. and Proposed City Zoning

RM-HD to RD-2, -DP

HI to RG-2

- Special Flood Hazard Area
- Landmark
- Individual Landmark
- DP Overlay
- PD Overlay

ORDINANCE NO.: 2019-014

Annexing and Incorporating 111 South Williams Street, 105 South Williams Street, 103 South Williams Street, 101 South Williams Street, RR101 Williams Street, R111 Williams Street, 316 Heyward Street, W/S Williams Street, and 108 South Williams Street, Richland County TMS# 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12, 08816-10-17, and 08816-10-03 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 _____, 2019, 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 General Residential District and Mill Village Two-Family Residential District in the Granby Architectural Conservation District Design Preservation Overlay (RG-2 and RD-2, -DP), apportioned to City Council District 2, Census Tract 28, contains 5.68 acres, and shall be assigned a land use classification of Urban Core Mixed Residential – Type 3 and Urban Core Neighborhood Activity Center (UCMR-3 and UCAC-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12, 08816-10-17, and 08816-10-03

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:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2019-008

All those certain pieces, parcels, or lots of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, the same being shown and designated on a plat prepared for 135 Williams Street, LLC & PMC Property Group, dated November 8, 2018 and recorded November 15, 2018 in the Office of the Richland County Register of Deeds in Book 2350 at Page 1506, consisting of the following: Lot 7 on Block 31 containing 0.18 acre (TMS# 08816-10-02), Lot 11 on Block 31 containing 0.15 acre (TMS# 08816-10-05), Lot 12 on Block 31 containing 0.16 acre (TMS# 08816-10-07), Lot 13 on Block 31 containing 0.21 acre (TMS# 08816-10-08), a lot bordering the southwest portion of Lot 13 on Block 31 containing 0.83 acre (TMS# 08816-10-09), a lot bordering the northwest portion of Lot 7 on Block 31 containing 1.09 acres (TMS# 08816-10-10), and Lot 2 on Block 31 containing 0.25 acre (TMS# 08816-10-12); reference to said plat is made for a more complete and accurate description, all measurements being a little more or less.

Richland County TMS: 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12

Property Address: 111 South Williams Street, 105 South Williams Street, 103 South Williams Street, 101 South Williams Street, RR101 Williams Street, R111 Williams Street, 316 Heyward Street

AND:

All that certain piece, parcel, lot or tract of land, with all improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown and designated as a reservoir containing approximately 2.725 acres on a plat prepared for Sunset Medical Corporation by Power Engineering Company, Inc., dated March 3, 1999, recorded in Book 289 at page 152, Richland County Register of Deeds, and having the following measurements: Commencing at a point located on the western boundary of the right of way of Williams Street being the southeastern corner of property owned now or formerly by Mable R. Paris and running S16°40'48"E for 79.46 feet; thence turning and running S73°22'53"W for 85.91 feet; thence turning and running S16°21'54"E for 74.16 feet; thence turning and running S16°42'45"E for 169.12 feet; thence turning and running S73°20'15"W for 41.26 feet; thence turning and running S16°35'45"E for 12.50 feet; thence turning and running S73°26'51"W for 294.40 feet; thence turning and running N16°35'38"W for 335.39 feet; thence turning and running N73°31'23"E for 335.51 feet; thence turning and running N73°08'15"E for 85.89 feet to the point of beginning.

Richland County TMS: 08816-10-17

Property Address: W/S Williams Street

AND:

All that certain piece, parcel, or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, the same being shown and designated as Lot 8, Block 31 consisting of 0.20 acre on a plat prepared for 135 Williams Street, LLC & PMC Property Group, dated November 8, 2018 and recorded November 15, 2018 in the Office of the Richland County Register of Deeds in Book 2350 at Page 1506; reference to said plat is made for a more complete and accurate description, all measurements being a little more or less.

Richland County TMS: 08816-10-03

Property Address: 108 South Williams Street

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: December 12, 2018

RE: **Property Address:** 111 South Williams Street, 105 South Williams Street, 103 South Williams Street, 101 South Williams Street, RR101 Williams Street, R111 Williams Street, 316 Heyward Street, W/S Williams Street, and 108 South Williams Street
Richland County TMS#: 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12, 08816-10-17, and 08816-10-03
Owner(s): 135 Williams Street, LLC and Mary Frances Paris
Current Use: Vacant / Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential High Density
Proposed City Land Use: Urban Core Mixed Residential and Urban Core Neighborhood Activity Center (UCMR-3 and UCAC-1)
Current County Zoning: Heavy Industrial (HI) and Residential Multifamily High Density (RM-HD)
Proposed City Zoning: General Residential District and Mill Village Two-Family Residential District in the Granby Architectural Conservation District Design Preservation Overlay (RG-2 and RD-2, -DP)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 2
Census Tract: 28

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 7, 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.

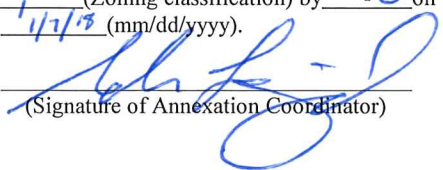
/atl

Attachments

cc: Clint Shealy, Assistant City Manager Jeff Palen, Assistant City Manager/CFO Aubrey Jenkins, Fire Chief Joseph Jacob, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Lakesha Shannon, Business License Administrator Greg Williams, Deputy Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Carolyn Wilson, Police Planning & Research Alfreda Tindal, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager Teresa Knox, City Attorney William Holbrook, Police Chief Dana Higgins, Director, Engineering Jan Alonso, Finance Director Gloria Saeed, Community Development Director George Adams, Fire Marshal Rachel Bailey, Zoning Administrator Jacquelyn Richburg, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Tori Salvant, Dev. Center Administrator
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Planning Commission Land Use Recommendation: UCMR-3/UCAC-1 (Land Use classification) by 8-0 on 1/2/18 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RG-2/RD-2, -DP (Zoning classification) by 8-0 on 1/2/18 (mm/dd/yyyy).


(Signature of Annexation Coordinator)



Future Land Use Map

Department of Planning & Development Services

111, 105, 103, 101 and 108 S. Williams St, RR101, R111 and W/S Williams St. and 316 Heyward Street;
TMS# 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10,
08816-10-12, 08816-10-17, and 08816-10-03
Current FLU: Mixed Residential High Density; Proposed FLU: UCMR-3 and UCAC-1

Legend
CITY LIMITS
PARCELS

- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UCAC-4 - Urban Edge Regional Activity Center
- AC1 - Neighborhood Activity Corridor
- AC2 - Community Activity Corridor
- AC3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD1 - Sports/Amusement District
- SD2 - Civic/Institutional Districts
- SD3 - Central Business District
- SD4 - Riverbank's Zoo and Garden
- SD5 - Universities/Colleges
- SD6 - Fort Jackson

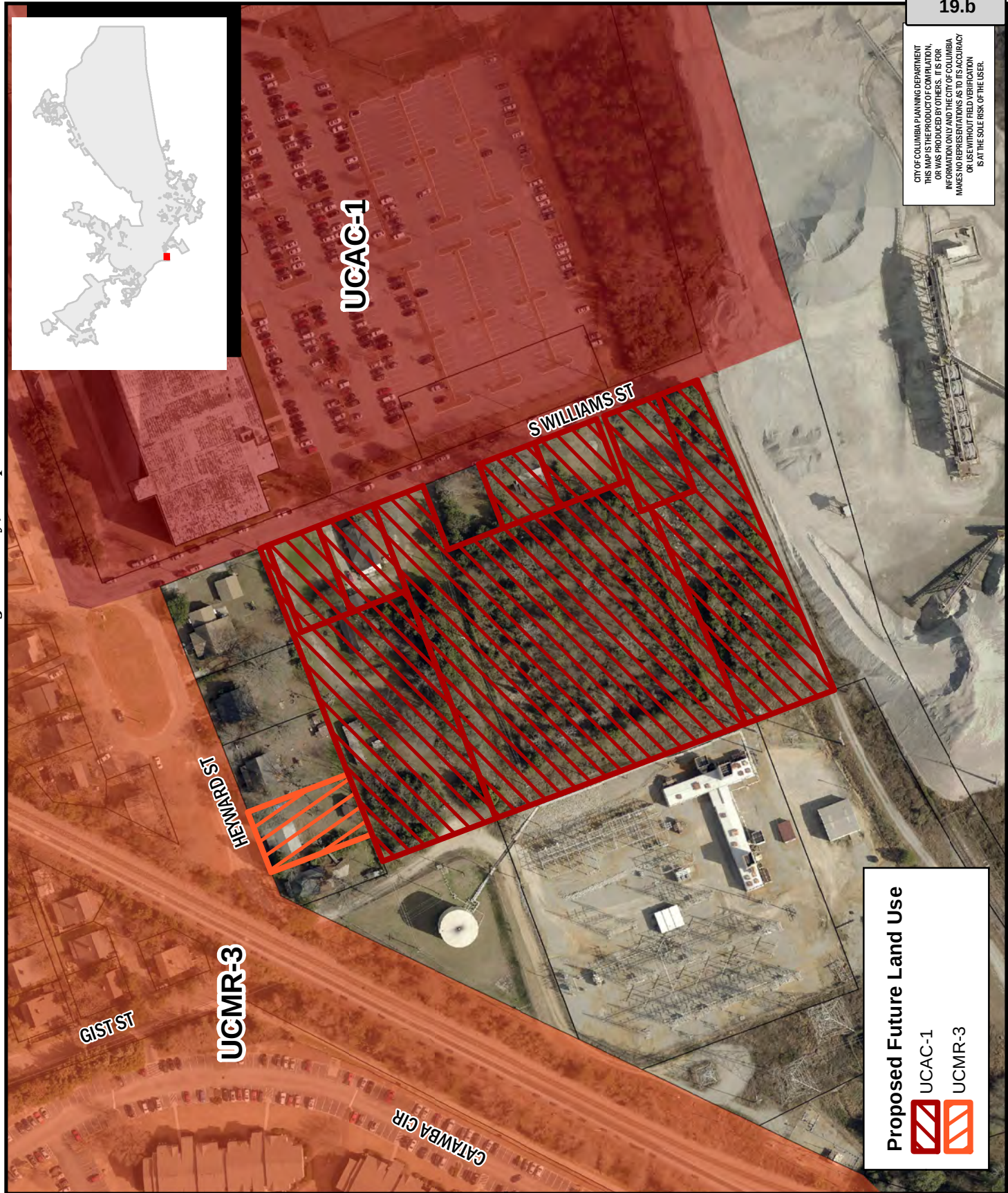


0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
December 11, 2018



Packet Pg. 146



Proposed Future Land Use
UCAC-1
UCMR-3



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED, 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 IS AT THE SOLE RISK OF THE USER.

Zoning Map

Department of Planning & Development Services

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 40 80 160 Feet

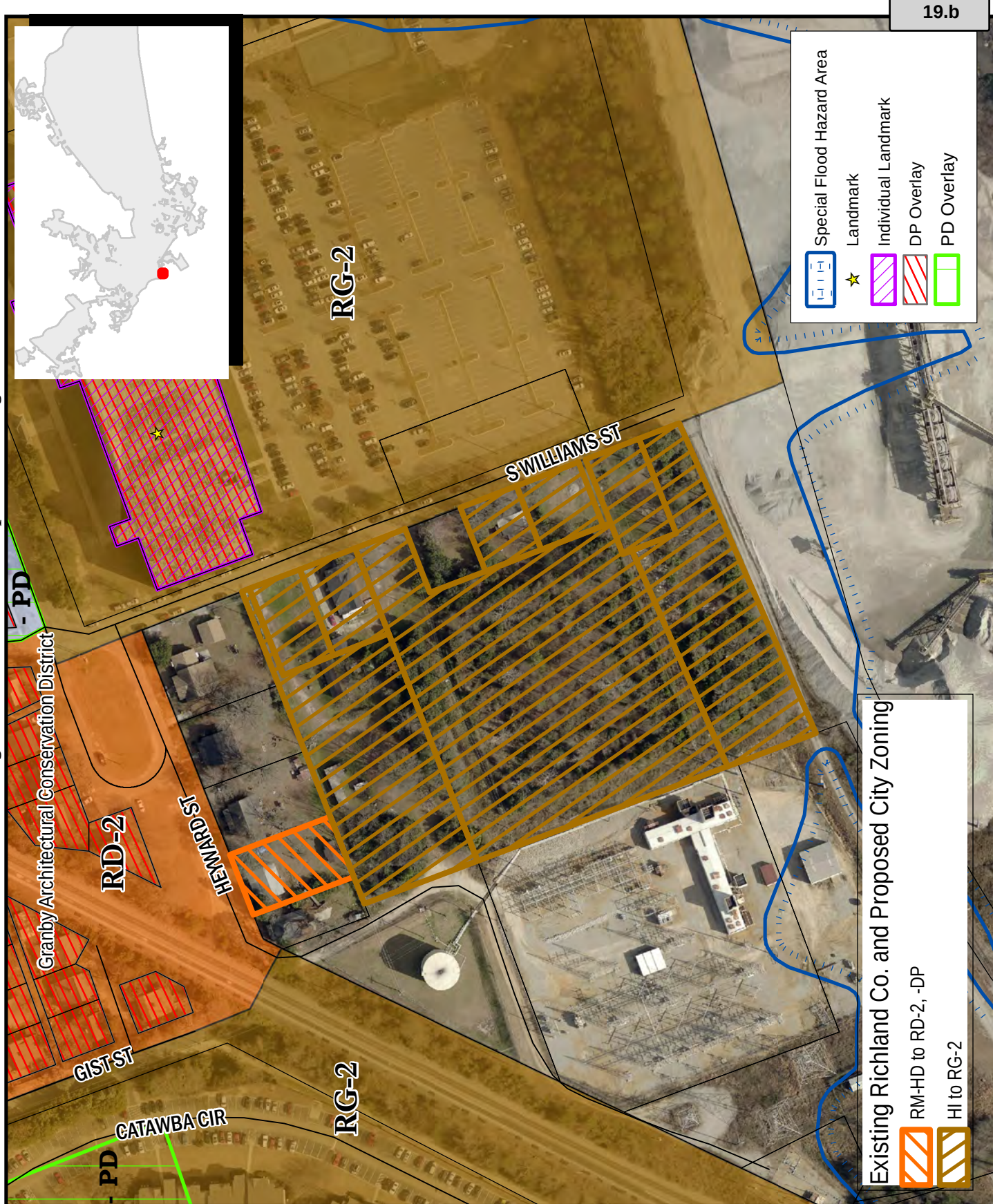
ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
December 11, 2018

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.

Packet Pg. 147

We Are Columbia

111, 105, 103, 101 and 108 S. Williams St, RR101, R111 and W/S Willilams St. and 316 Heyward Street;
TMS# 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12, 08816-10-17, and 08816-10-03
Current Richland Co. Zoning: HI and RM-HD; Proposed Zoning: RG-2 and RD-2, -DP



Existing Richland Co. and Proposed City Zoning

RM-HD to RD-2, -DP
HI to RG-2

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 those certain pieces, parcels, or lots of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, the same being shown and designated on a plat prepared for 135 Williams Street, LLC & PMC Property Group, dated November 8, 2018 and recorded November 15, 2018 in the Office of the Richland County Register of Deeds in Book 2350 at Page 1506, consisting of the following: Lot 7 on Block 31 containing 0.18 acre (TMS# 08816-10-02), Lot 11 on Block 31 containing 0.15 acre (TMS# 08816-10-05), Lot 12 on Block 31 containing 0.16 acre (TMS# 08816-10-07), Lot 13 on Block 31 containing 0.21 acre (TMS# 08816-10-08), a lot bordering the southwest portion of Lot 13 on Block 31 containing 0.83 acre (TMS# 08816-10-09), a lot bordering the northwest portion of Lot 7 on Block 31 containing 1.09 acres (TMS# 08816-10-10), and Lot 2 on Block 31 containing 0.25 acre (TMS# 08816-10-12); reference to said plat is made for a more complete and accurate description, all measurements being a little more or less.

Richland County TMS: 08816-10-02, 08816-10-05, 08816-10-07, 08816-10-08, 08816-10-09, 08816-10-10, 08816-10-12

Property Address: 111 South Williams Street, 105 South Williams Street, 103 South Williams Street, 101 South Williams Street, RR101 Williams Street, R111 Williams Street, 316 Heyward Street

135 Williams Street, LLC

BY:

(Signature)

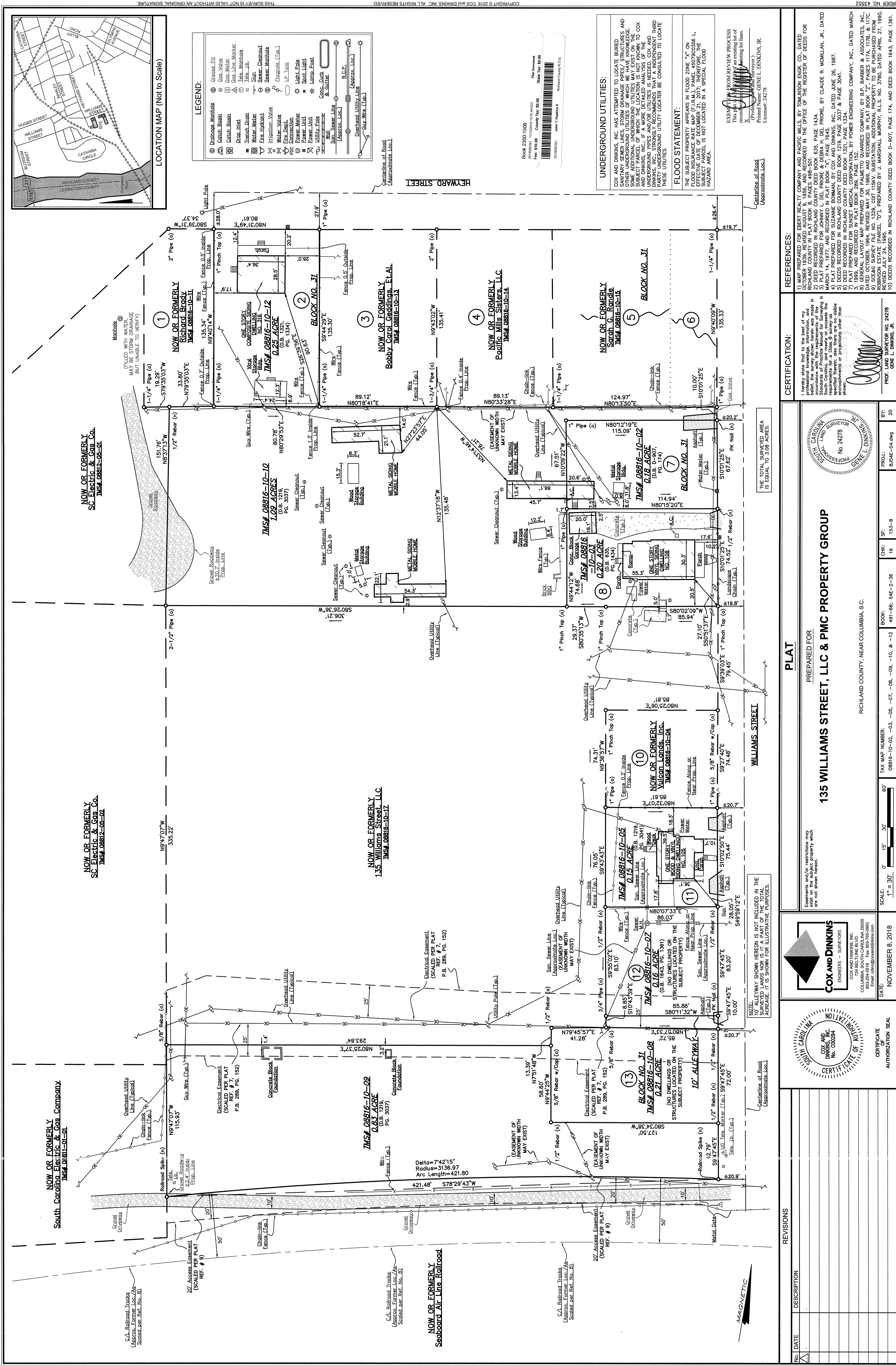
Ronald L. Caplan
 (Print or Type Name)

Date:

12/11/18

ITS:

Manager
 (Print or Type Title)



STATE OF SOUTH CAROLINA)
)
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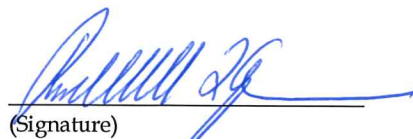
Property Description: All that certain piece, parcel, lot or tract of land, with all improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown and designated as a reservoir containing approximately 2.725 acres on a plat prepared for Sunset Medical Corporation by Power Engineering Company, Inc., dated March 3, 1999, recorded in Book 289 at page 152, Richland County Register of Deeds, and having the following measurements: Commencing at a point located on the western boundary of the right of way of Williams Street being the southeastern corner of property owned now or formerly by Mable R. Paris and running S16°40'48"E for 79.46 feet; thence turning and running S73°22'53"W for 85.91 feet; thence turning and running S16°21'54"E for 74.16 feet; thence turning and running S16°42'45"E for 169.12 feet; thence turning and running S73°20'15"W for 41.26 feet; thence turning and running S16°35'45"E for 12.50 feet; thence turning and running S73°26'51"W for 294.40 feet; thence turning and running N16°35'38"W for 335.39 feet; thence turning and running N73°31'23"E for 335.51 feet; thence turning and running N73°08'15"E for 85.89 feet to the point of beginning.

Richland County TMS: 08816-10-17

Property Address: W/S Williams Street

135 Williams Street, LLC

BY:


 (Signature)

Ronald L. Caplan
 (Print or Type Name)

Date:

11/19/18

ITS:

Manager
 (Print or Type Title)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

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Richland County TMS: 08816-10-03

Property Address: 108 South Williams Street

Seller:

Mary Frances Paris
 Mary Frances Paris

Date: Nov. 20/18

Buyer:

135 Williams Street, LLC

BY: _____
 (Signature)

Date: _____

 (Print or Type Name)

ITS: _____
 (Print or Type Title)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

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Richland County TMS: 08816-10-03

Property Address: 108 South Williams Street

Seller:

 Mary Frances Paris

Date: _____

Buyer:

135 Williams Street, LLC

BY: _____

(Signature)

Ronald L. Caplan

(Print or Type Name)

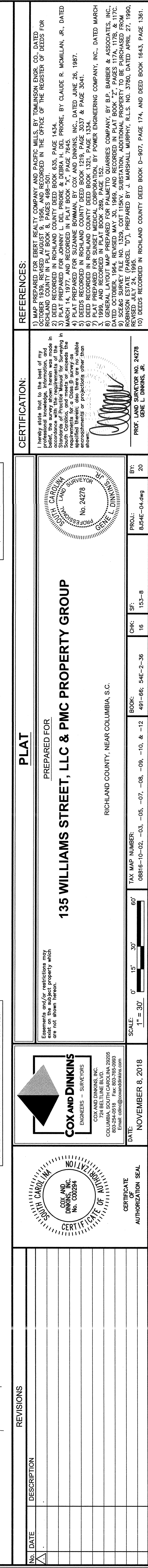
Date: _____

11/19/18

ITS: _____

Manager

(Print or Type Title)





We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-035 Authorizing consumption of beer and wine only at the United Way of the Midlands' Women in Philanthropy Power of the Purse Charity Fundraiser on Thursday, May 23, 2019

**FUNDING SOURCE &
ORIGINAL BUDGET:**

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2019-035 UWA Women In Philanthropy (May 23) (PDF)

RESOLUTION NO.: R-2019-035

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the United Way of the Midlands' Women in Philanthropy Power of the Purse Charity Fundraiser on Thursday, May 23, 2019

WHEREAS, the United Way of the Midlands ("Sponsor") is sponsoring the Women in Philanthropy Power of the Purse Charity Fundraiser in Boyd Plaza adjacent to the Museum on Thursday, May 23, 2019 from 6:30 p.m. until 10:00 p.m.; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum on Thursday, May 23, 2019 from 5:00 p.m. until 10:30 p.m. for set up, clean up, and staging of the event to be held on Thursday, May 23, 2019 from 6:30 p.m. until 9:30 p.m.; for patrons to consume beer and wine beverages only during the event hours on Thursday, May 23, 2019 from 6:30 p.m. until 9:00 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 _____, 2019, that the sale of beer and wine beverages only within the Courtyard area adjacent to the Columbia Museum of Art is authorized between the hours of 6:30 p.m. and 9:00 p.m. on Thursday, May 23, 2019; 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 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 shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas 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 during the designated time the closed portion of the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and 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 courtyard/plaza area adjacent to the Museum, with the

exception of the parking areas, adjacent off-street parking areas 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 Thursday, May 23, 2019, 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:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

3/19/19

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Sara Fawcett, President & CEO, United Way of the Midlands / c/o
Sarah Brennecke / sbrennecke@uway.org./ phone (803) 733-5107

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Women in Philanthropy Power of the Purse / Charity Fundraiser

DATE(S) OF EVENTS:

May 23, 2019

ADDITIONAL 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
cancellation shall remain the same.)

N/A

LOCATION OF EVENT

i.e., Amphitheater area
Finlay Park; 1300 and 1400 blocks
Main Street between Lady Street
and Hampton Street)

Columbia Museum of Art, indoors and outdoors in the Boyd Plaza

STREET(S) OR PARK AREA TO BE
CLOSEDi.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

Boyd Plaza

HOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED

i.e., 5:00 p.m. - 12:00 a.m.

ALLOW TIME FOR SET UP/CLEAN UP

5:00 p.m. - 10:30 p.m.

DURATION OF EVENT

i.e., 6:00 p.m. - 10:00 p.m.)*

6:30 p.m. - 9:30 p.m.

DURATION 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.)*

6:30 p.m. - 9:00 p.m.

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.

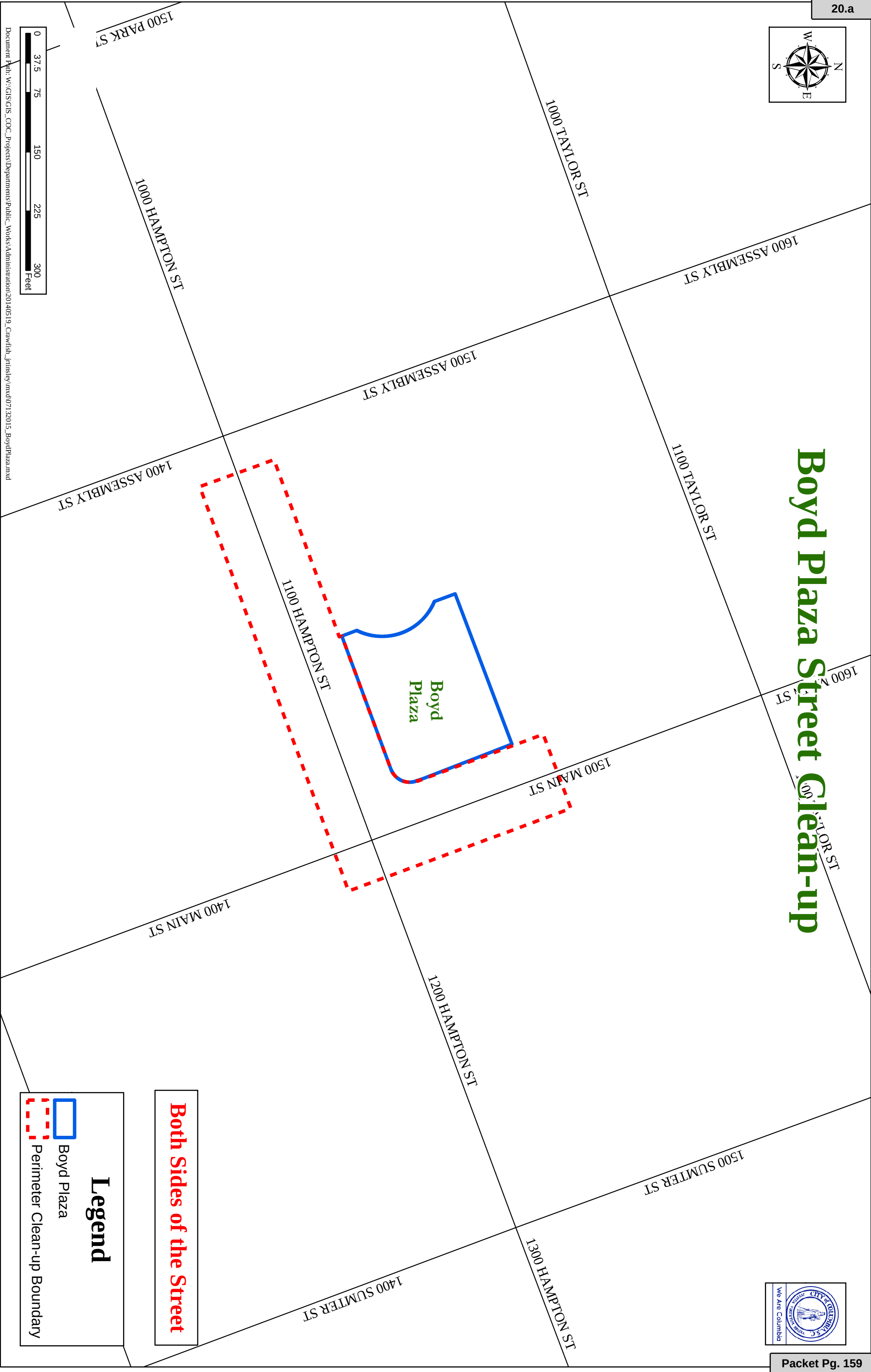
For Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net
Police Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017

R209-035



Boyd Plaza Street Clean-up



Boyd Plaza

Perimeter Clean-up Boundary

Both Sides of the Street





We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Columbia-Richland 911 Communications

FROM: *Jacquelyn Richburg, Interim Director*

SUBJECT: National Public Safety Telecommunicator Week Proclamation
- The Honorable Mayor Stephen K. Benjamin

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** 2019 National Public Safety Telecommunicators Week Proclamation (PDF)



A Proclamation

WHEREAS, the United States Congress designated the second full week of April as National Public Safety Telecommunicator Week in 1991 to recognize and honor the Nation's "first" first responders, public safety telecommunicators, for their contributions to the safety and security of residents in the United States; and

WHEREAS, the citizens of Richland County and the City of Columbia depend on the skill, expertise and commitment of the men and women who answer their 911 calls every day; and

WHEREAS, Columbia-Richland 911 Communications will be celebrating the 2019 National Telecommunicators Week with a variety of activities during the week of April 14-20, 2019; and

WHEREAS, everyone is encouraged to take a moment during this week to contact the dedicated men and women that work at Columbia-Richland 911 Communications and thank them for their contributions to Public Safety and the citizens they serve; and

WHEREAS, the City of Columbia recognizes the hard work of Columbia-Richland 911 Communications and thanks them for their continued dedication to the safety of our City.

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 the week of April 14, 2019 as

National Public Safety Telecommunicator Week

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

Tameika Isaac Devine
At-Large, Council Member

Moe Baddourah
District III, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

Edward H. McDowell, Jr.
District II, Council Member

Daniel J. Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Community Development

FROM: Gloria Saeed, Director

SUBJECT: National Community Development Week, National Fair Housing Month and National Financial Literacy Month Proclamations - Ms. Gloria Saeed, Director of Community Development

FUNDING SOURCE & ORIGINAL BUDGET:

STRATEGIC GOALS: Connect the City's neighborhoods and business dist

- **National Community Development Week** - 2019 marks the 33rd Anniversary of the National Community Development (CD) Week campaign and CD Week will be celebrated from **April 22-26, 2019**. 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 2019 marks the 51st 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 Children's Saving Account Program "Columbia Kids Save". A special presentation will be made to the principal, Dr. Linda Norton, and students at Watkins-Nance Elementary and representatives from South State Bank for their partnership.

ATTACHMENTS:

- **#a:** CD - NCDW Fair Housing (PDF)
- **#b:** CD - National Financial Literacy Month Proclamation (PDF)
- **#c:** 2019 APRIL Event Calendar (PDF)



City of Columbia
A Proclamation

WHEREAS, the month of April has been designated National Fair Housing Month, to recognize and celebrate 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 22-26, 2019, has been designated as National Community Development Week by the National Community Development Association to celebrate the 45th anniversary of the Community Development Block Grant (CDBG) Program and the 28th 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), the Columbia Field Office of HUD, the Greater Columbia Community Relations Council and the City of Columbia have made 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 past, still exists and the need to enforce fair housing laws remains just as urgent today.

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 Fiscal Year 2019/2020; and encourages all members of the Midlands community to work together to stamp out housing discrimination.

BE IT FURTHER RESOLVED that the City of Columbia designates April 2019 **Columbia Fair Housing Month** and the week of April 22-26, 2019, as **National Community Development Week**.

Stephen K. Benjamin
Mayor

Sam Davis
District 1, Council Member

Tameika Isaac Devine
At-Large, Council Member

Moe Baddourah
District III, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

Edward H. McDowell, Jr.
District II, Council Member

Daniel Rickenmann
District IV, Council Member



City of Columbia
A Proclamation

WHEREAS, On 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 April 2019, Financial Literacy Month, 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; and,

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 April 2019, the Community Development Department's financial education efforts includes highlights of the Children's Savings Account Program - "Columbia Kids Save" by recognizing students from Watkins-Nance Elementary School that are enrolled and representatives from the Richland One School District and South State Bank as our partnership participants; and,

WHEREAS, The City of Columbia encourages CSA participants to continue their pursuit of financial literacy and sustainable assets such as post-secondary education.

THEREFORE, I, Stephen K. Benjamin, Mayor of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim April 2019 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 1, Council Member

Tameika Isaac Devine
At-Large, Council Member

Moe Baddourah
District III, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

Edward H. McDowell, Jr.
District II, Council Member

Daniel Rickenmann
District IV, Council Member

APRIL 2019 Event Calendar

National Community Development Week (April 22nd – 26th, 2019)

National Fair Housing Month

National Financial Literacy Month

April	Department of Community Development 1225 Lady Street, Suite 102, Columbia, SC 29201 • Phone:803-545-3373
2	City Council Tuesday, April 16 th Agenda (2 Proclamations) 1 - Proclamation for National Community Development Week/ National Fair Housing Month 1 - Proclamation and Presentation for National Financial Literacy Month
2-3	<u>2019 HOME BUYERS WORKSHOP</u> (6:00pm - 8:00pm) Richland Library - St. Andrews Branch 2916 Broad River Road, Columbia SC 29209
11	<u>FY2019-20 ANNUAL ACTION PLAN PUBLIC HEARING</u> (6:00pm) Woodforest National Bank 3730 North Main Street, Suite D, Columbia, SC
16	<u>"START FRESH" FINANCIAL EDUCATION WORKSHOP</u> (5:30pm – 7:00pm) Richland Library North Main Branch 5306 North Main Street, Columbia, SC 29203
22-26	Community Development Informational Booths will be displayed: • Community Development Lobby – 1225 Lady Street • City Hall Lobby - 737 Main Street
22	<u>DAY OF SERVICE</u> for CD Staff Harvest Hope Food Bank 2220 Shop Road, Columbia, SC 29201
23	<u>SUCCESS STORIES BUS TOUR</u> (10:00am – 1:00pm) - Invitation only
24	<u>CD WEEK & SPEAK OUT LUNCHEON</u> (11:30am – 2:00pm) Keynote Speaker: Dr. Akil Ross, Sr., 2018 National Principal of the Year SPEAK OUT -" Poor Credit History and Debt Preventing Economic Opportunities" Award Winners Announce from the Essay Contest on <i>"How Credit can affect my plan for the next 10 years of my life"</i> This contest is for High School Juniors/Seniors in Richland District 1 Columbia Metropolitan Convention Center, 1101 Lincoln Street, Columbia, SC 29201
24	<u>CCN AWARD BANQUET</u> (6:00pm – 8:00pm) Columbia Metropolitan Convention Center 1101 Lincoln Street, Columbia, SC 29201
26	<u>CD PARKING LOT BLOCK PARTY</u> (11:30am – 2:00pm) City of Columbia Community Development 1225 Lady Street, Columbia, SC 29209



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Public & Media Relations

FROM: *Leshia Utsey, Director*

SUBJECT: Envision Columbia 2nd Anniversary Celebration - Ms. Leshia Utsey, Public and Media Relations Director

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

To share a short video teaser and engage in other marketing activities to celebrate the 2nd anniversary recognition of Envision Columbia.



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING TEXT AMENDMENT - Amend §17-401 to Exempt Signage Associated with a Wayfinding Program

PURPOSE: Ordinance No.: 2019-016 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 12, Signs, Sec. 17-401, Definitions, Sign

Proposal: Amend the text of §17-401 to exclude signage installed as part of a wayfinding program sponsored by Columbia City Council from the definition of Sign

Applicant: Krista Hampton, Director of Planning and Development Services

Pertinent Section: Chapter 17, Article III, Division 12, Amend §17-401- Definitions

Staff Recommendation: Approval

PC Recommendation: 03/04/2019; Approval (7-0)

First reading approval was given on March 19, 2019.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** TA-Wayfinding_17-401 (PDF)
- **#b:** 2019-016 amend Sec. 17-401 Definitions, Sign add (8) (wayfinding program) (PDF)

HISTORY:

03/19/19

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

March 19, 2019 at 5:15pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Text Amendment Case Summary

Amend §17-401 to Exempt Signage Associated with a Wayfinding Program

Proposal: Amend the text of §17-401 to exclude signage installed as part of a wayfinding program sponsored by Columbia City Council from the definition of Sign

Applicant: Krista Hampton, Director of Planning and Development Services

Pertinent Section: Chapter 17, Article III, Division 12, Amend §17-401– Definitions

Staff Recommendation: Approval

PC Recommendation: 03/04/2019; Approval (7-0)

ZPH, 1st Reading: 03/19/2019; Pending

2nd Reading: 04/16/2019; Pending

DETAIL

A new wayfinding system is being implemented throughout Columbia's central business district to assist residents and visitors in navigating to major points of interest within Columbia. A majority of the signage is oriented towards vehicles, but an important part of the program is to position interactive wayfinding kiosks in the City's walkable, business districts to provide information and directions to pedestrians. These kiosks will contain some advertising messages, which necessitates a text amendment to permit off-premise advertising when associated with a wayfinding program.

STAFF RECOMMENDATION

Staff recommends the City Council approve the request to amend the text of §17-401 of the Zoning Code.

TEXT AMENDMENT – WAYFINDING SIGNAGE - 2019**DIVISION 12. SIGNS****Sec. 17-401. Definitions.**

Sign means any device designed to inform or attract the attention of persons not on the premises on which the device is located, including mobile signs and portable signs; provided, however, that the following shall not be included in the application of the regulations in this division:

- (1) Signs not exceeding one square foot in area and bearing only property numbers, post box numbers, names of occupants of premises, or other identification of premises not having commercial connotations.
- (2) Flags, insignia of any government, and holiday/seasonal decorations, except when displayed in connection with commercial promotion.
- (3) Legal notices, identification, information or directional signs erected or required by governmental bodies.
- (4) Integral decorative or architectural features of buildings, except letters, trademarks moving parts or moving lights.
- (5) Signs directing and guiding traffic only when such signs are located upon the same property as the location to which persons are directed or guided, and such signs shall contain no advertising matter.
- (6) Non-illuminated "No Trespassing" or like other signs serving as notice from an owner or tenant to persons not on the premises that entry to the premises is prohibited or restricted, provided no sign exceeds three square feet and no property zoned single- or two-family residential contains more than four such signs.
- (7) Signage necessary or appurtenant to the placement or operation of a Public Bicycle-Sharing Station.
- (8) Signage installed as part of a wayfinding program sponsored by the Columbia City Council.

ORDINANCE NO.: 2019-016

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 12, Signs, Sec. 17-401, Definitions, Sign

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 12, Signs, Sec. 17-401, Definitions, Sign, is amended to add (8) and read as follows:

Sec. 17-401. Definitions.

Sign means any device designed to inform or attract the attention of persons not on the premises on which the device is located, including mobile signs and portable signs; provided, however, that the following shall not be included in the application of the regulations in this division:

- (1) Signs not exceeding one square foot in area and bearing only property numbers, post box numbers, names of occupants of premises, or other identification of premises not having commercial connotations.
- (2) Flags, insignia of any government, and holiday/seasonal decorations, except when displayed in connection with commercial promotion.
- (3) Legal notices, identification, information or directional signs erected or required by governmental bodies.
- (4) Integral decorative or architectural features of buildings, except letters, trademarks moving parts or moving lights.
- (5) Signs directing and guiding traffic only when such signs are located upon the same property as the location to which persons are directed or guided, and such signs shall contain no advertising matter.
- (6) Non-illuminated "No Trespassing" or like other signs serving as notice from an owner or tenant to persons not on the premises that entry to the premises is prohibited or restricted, provided no sign exceeds three square feet and no property zoned single- or two-family residential contains more than four such signs.
- (7) Signage necessary or appurtenant to the placement or operation of a Public Bicycle-Sharing Station.

(8) Signage installed as part of a wayfinding program sponsored by the Columbia City Council.

Requested by:

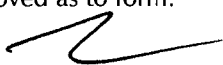
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-021 Granting an encroachment to Experience Columbia SC for the use of right of way area of the 1600 block of Main Street, 1500 block of Main Street, and 1100 block of Lincoln Street for the installation and maintenance of digital information kiosks adjacent to 1633 Main Street, 1505 Main Street, and 1120 Lincoln Street, Richland County TMS#09014-10-08, 09014-11-13, 08916-02-14

PURPOSE: First reading approval was given on March 19, 2019.

FUNDING SOURCE & ORIGINAL BUDGET:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship, Provide high quality municipal services

ATTACHMENTS:

- **#a:** 2019-021 encroach Experience Columbia SC (PDF)

HISTORY:

03/19/19

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2019-021

Granting an encroachment to Experience Columbia SC for the use of right of way area of the 1600 block of Main Street, 1500 block of Main Street, and 1100 block of Lincoln Street for the installation and maintenance of digital information kiosks adjacent to 1633 Main Street, 1505 Main Street, and 1120 Lincoln Street, Richland County TMS#09014-10-08, 09014-11-13, 08916-02-14

WHEREAS, Experience Columbia SC (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1600 block of Main Street adjacent to 1633 Main Street, Richland County TMS #09014-10-08, the 1500 block of Main Street adjacent to 1501 Main Street, Richland County TMS #09014-11-13, and the 1100 block of Lincoln Street adjacent to 1120 Lincoln Street, Richland County TMS #08916-02-14, for the installation and maintenance of three (3) digital information kiosks measuring approximately four (4') feet in length one (1') foot in width and nine (9') feet in height, 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 _____, 2019, that Grantee is hereby granted the right to use the right of way area of the right of way area of the 1600 block of Main Street adjacent to 1633 Main Street, Richland County TMS #09014-10-08, the 1500 block of Main Street adjacent to 1501 Main Street, Richland County TMS #09014-11-13, and the 1100 block of Lincoln Street adjacent to 1120 Lincoln Street, Richland County TMS #08916-02-14, for the installation and maintenance of three (3) digital information kiosks measuring approximately four (4') feet in length one (1') foot in width and nine (9') feet in height, 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 shall be placed or allowed so 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 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. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
4. All trees shall be protected and no large tree roots shall be removed from any existing trees.
5. Grantee is responsible for all costs and repair of the improvements within the right of way should the City have to dig in the area or remove any part thereof for maintenance to City water and or sewer lines.

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 its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

**CITY COUNCIL
ENCROACHMENT SUMMARY
2019-021**



**1600 BLOCK OF MAIN STREET, 1500 BLOCK OF MAIN STREET,
AND 1100 BLOCK OF LINCOLN STREET ADJACENT TO
1633 MAIN STREET, 1505 MAIN STREET, 1120 LINCOLN STREET
DIGITAL INFORMATION KIOSK**

Subject Property:	Right-of-way adjacent to the 1600 block of Main Street, 1500 block of Main Street, and 1100 block of Lincoln Street, TMS#09014-10-08, 09014-11-13, 08916-02-14
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of three (3) digital information kiosks
Applicant:	Experience Columbia SC
Staff Recommendation:	Approval with conditions

Detail:	The applicant is requesting an encroachment for installation and maintenance three (3) digital information kiosks measuring approximately four (4') feet in length one (1') foot in width and nine (9') feet in height, as shown on the attached drawing; and, Conditions of the proposed encroachment are as follows: 1. No item, shall be placed, or allowed so 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 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. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 4. All trees shall be protected and no large tree roots shall be removed from any existing trees. 5. Grantee is responsible for all costs and repair of the improvements within the right of way should the City have to dig in the area or remove any part thereof for maintenance to City water and or sewer lines.
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CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development Services	Recommend approval.
Street Division	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.

**REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE
(INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)**

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: 3/05/2019 Property Owner: City of Columbia
Business Name/Applicant's Name if different than owner: Experience Columbia SC
Contact Information: Telephone Number: 803-545-0108 Fax Number: 803-545-0102
Mailing address: 1101 Lincoln Street Columbia, SC 29201 E-mail address: joutman@experiencecolumbiasc.com
Business Name/Development Name for Encroachment: Colonial Life Arena - Plaza Area
Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers ☐ Sidewalk/Walkway
Planters ☐ Awning ☐ Underground Utilities ☐ Other: Digital Wayfinding Kiosk

Dimensions (height/width/length): 8'9" x 11" x 3'4"
(i.e. 6'x42' wooden privacy fence;
two 12'x4'x3' concrete steps)

Construction material: Kiosks will mount upon a 9" concrete pier that is anchored to a 3' unreinforced concrete footing with anchor rods

☐ **OUTDOOR DINING:** The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title: _____
Date: _____

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title: Jason Outman /Executive Director
Date: 3/5/2019

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 Statler	Development Services (Urban Design)	803-545-0229	803-733-8647	lsstatler@columbiasc.net
Jerry Thompson	Development Services (Commercial Plan Review)	803-545-3420	803-733-8647	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	catimmons@columbiasc.net
Kris Scott	Fire Department	803-545-3736	803-401-8839	cfkdkscott@columbiasc.net
Linda Matney	Parking Services	803-545-3070	803-733-8523	lsmatney@columbiasc.net

LR: 1/2017



Columbia Kiosk Distribution Intent

January 29, 2019

City of Columbia

Digital Kiosk

25.a



Monday, March 4, 2019



CITY OF COLUMBIA GIS DATA DISCLAIMER

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Packet Pg. 178

Main St between Taylor St & Hampton St

- Near Boyd Plaza
- 34.00575, -81.03561*

Proposed Install Date: TBD

*approximate GPS coordinates

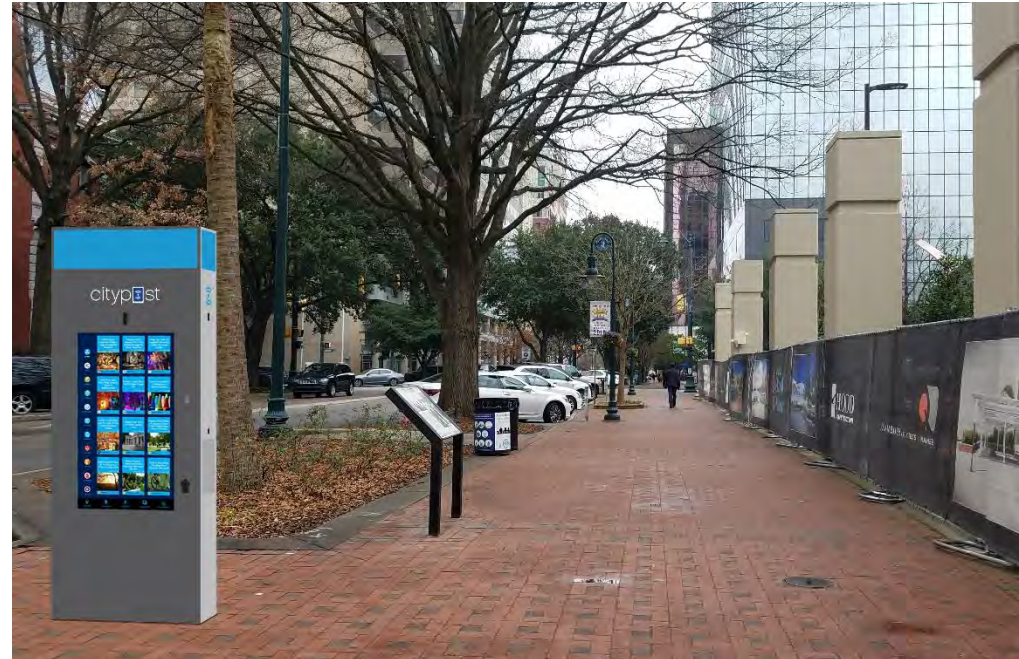
Status: 1 – Preliminary Review

- ☐ Duke Energy Location Approval
- ☐ Smart City Media Location Approval
- ☐ LDDC Location Approval

Walking Score:

Pedestrian Count:

Notes:



Note: Illustration is for placement reference only. Final kiosk appearance TBD.



Use Other Side of Street

Proposed Location

PLAZA
Museum of Art

JACKSON
LOCK

YOUTH CAROLINA
The Rhythmic

S. H. PRESS & CO. 5-10-

COWBOY
Boutique Restaurant

COWBOY
Boutique Restaurant

M

City of Columbia

Digital Kiosk

25.a



Monday, March 4, 2019



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Packet Pg. 181

Kiosk ID: K5

PRELIMINARY 25.a

Corner of Lincoln St & Gervais St

- Near Columbia SC Visitors Center
- 33.99952, -81.03822*

Proposed Install Date: TBD

*approximate GPS coordinates

Status: 1 – Preliminary Review

- ☐ Duke Energy Location Approval
- ☐ Smart City Media Location Approval
- ☐ LDDC Location Approval

Walking Score:

Pedestrian Count:

Notes:



Note: Illustration is for placement reference only. Final kiosk appearance TBD.



Proposed Location

CO
VIS
CE

Whit-Ash
FURNISHINGS

N

the Wall
the Art of the Wall
the Art of the Wall

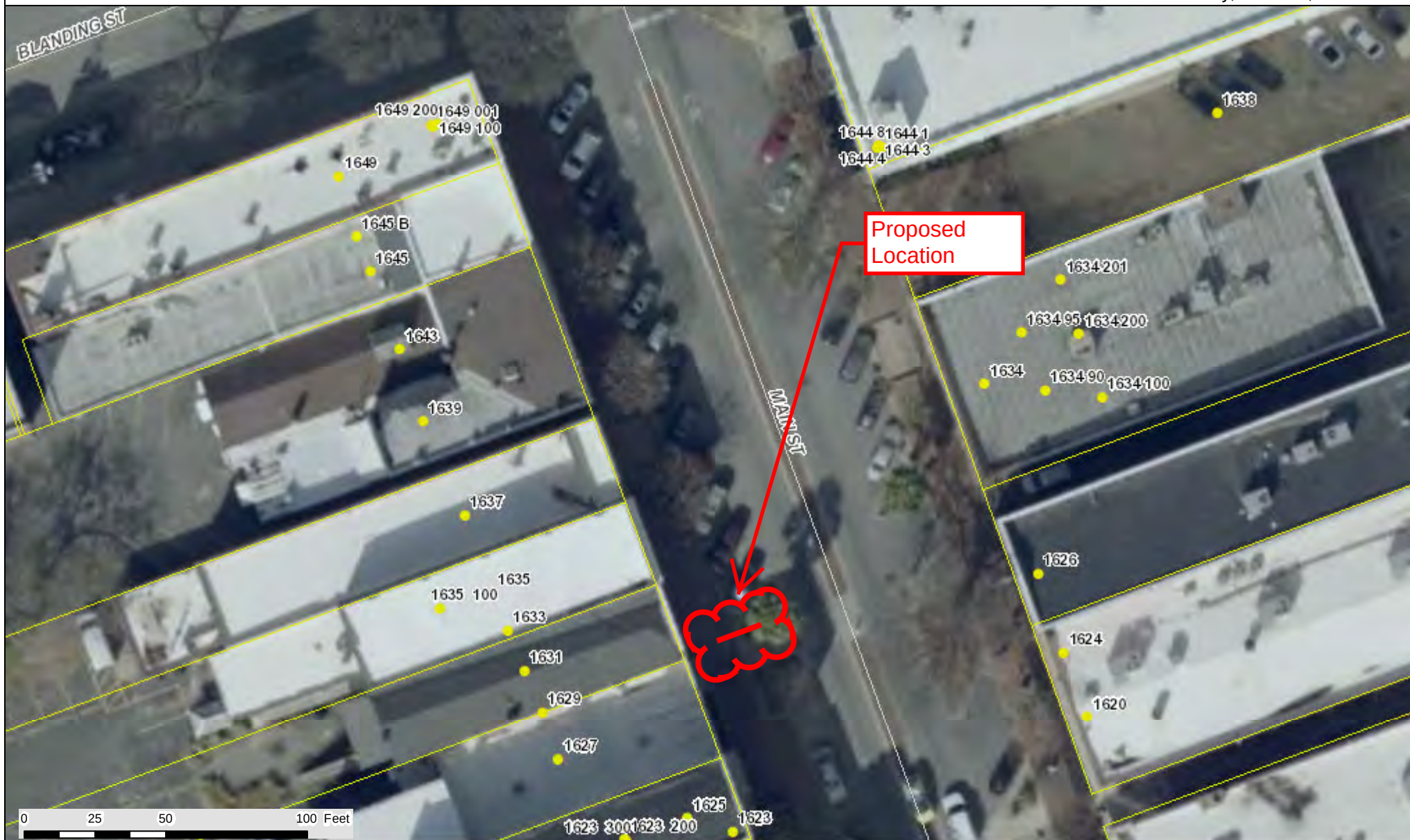
City of Columbia

Digital Kiosk

25.a



Monday, March 4, 2019



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Packet Pg. 184

Kiosk ID: K1

PRELIMINARY 25.a

Main St between Blanding St & Taylor St

- Near Sweet Cream
- 34.00727, -81.03629*

Proposed Install Date: TBD

*approximate GPS coordinates

Status: 1 – Preliminary Review

- ☐ Duke Energy Location Approval
- ☐ Smart City Media Location Approval
- ☐ LDDC Location Approval

Walking Score:

Pedestrian Count:

Notes:

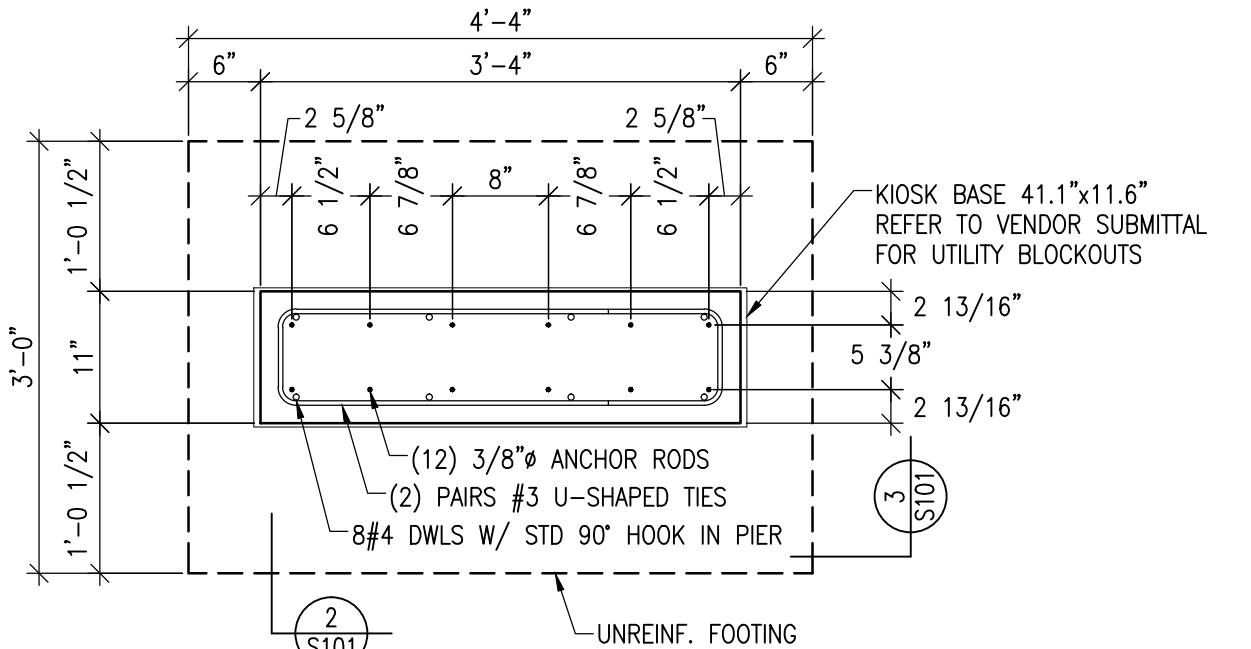


Note: Illustration is for placement reference only. Final kiosk appearance TBD.

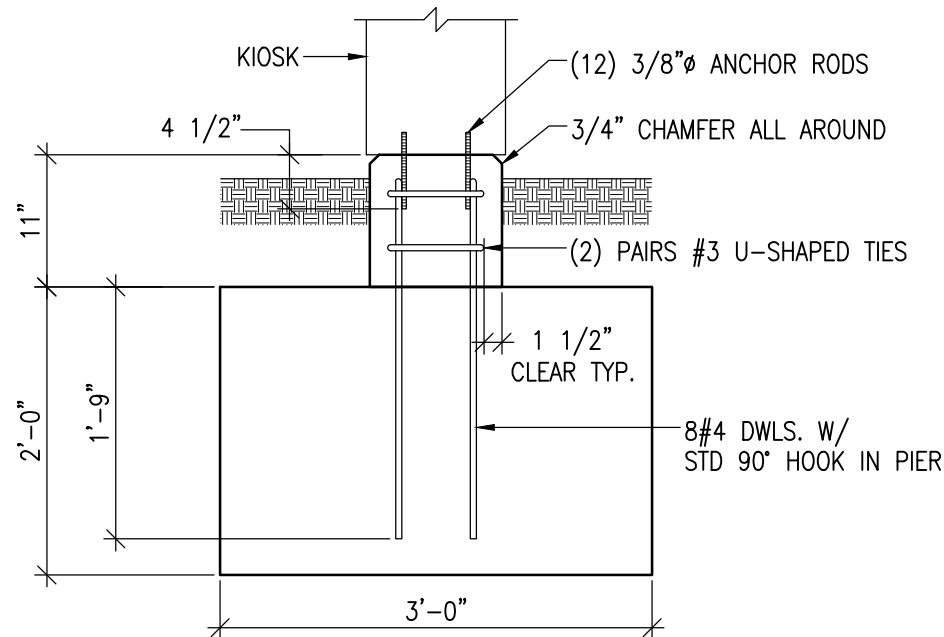


Relocate Bike Rack

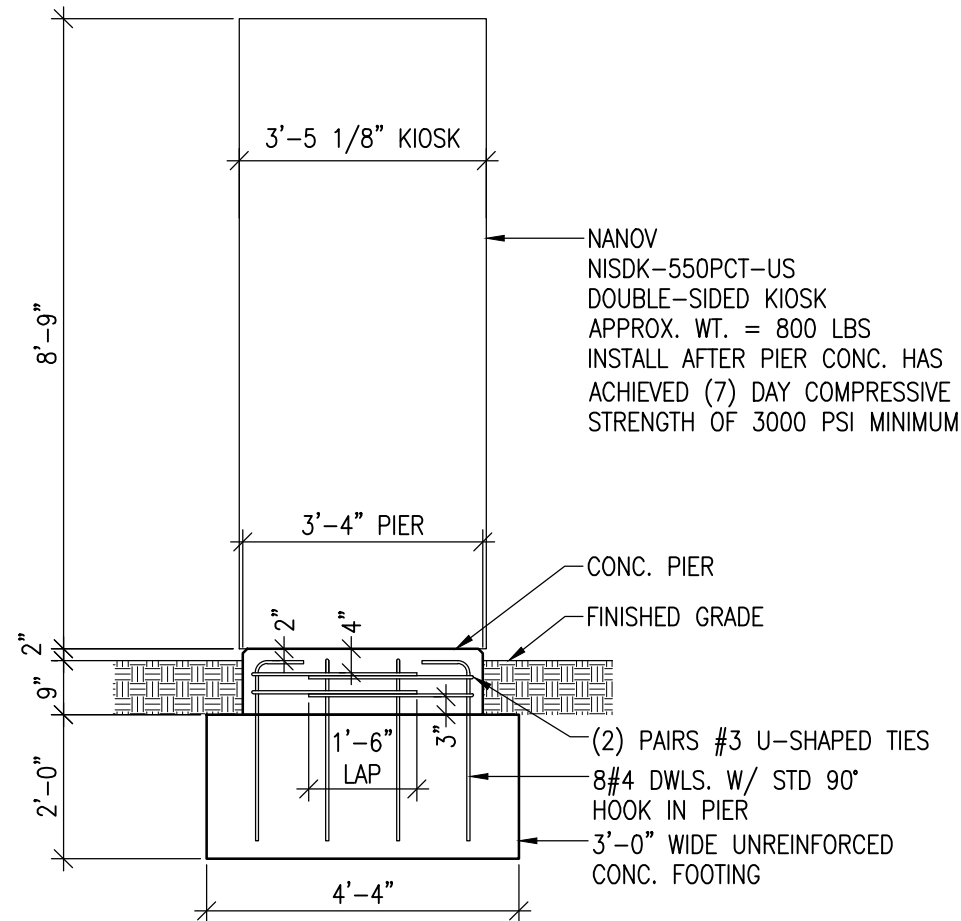
Proposed Location



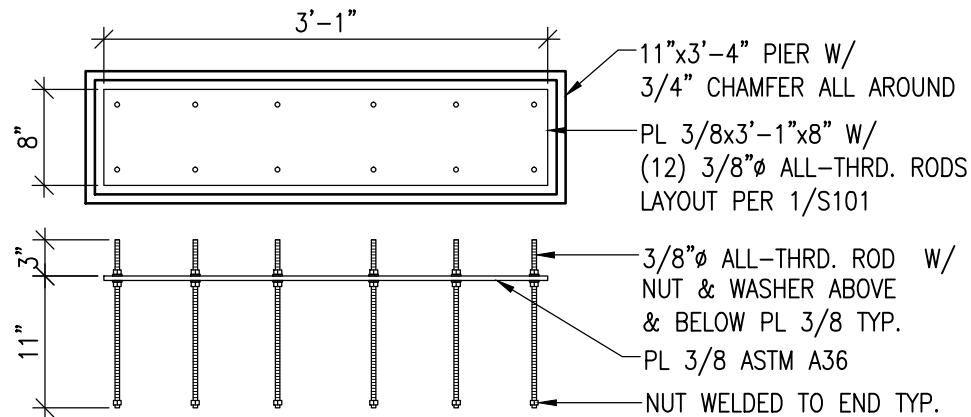
1 KIOSK FOUNDATION PLAN
S101 3/4" = 1'-0" NOTE: ANCHOR LAYOUT DIMENSIONS SHOWN HAVE BEEN ROUNDED TO THE NEAREST 1/16" REFER TO THE VENDOR SUBMITTAL FOR THE ACTUAL DIMENSIONS IN MILLIMETERS



2 KIOSK FOUNDATION SECTION
S101 3/4" = 1'-0"



3 KIOSK FOUNDATION SIDE VIEW
S101 3/8" = 1'-0"



4 ALTERNATE KIOSK ANCHORAGE
S101 3/4" = 1'-0"

GENERAL NOTES

CODE DATA

- WIND LOAD DESIGN (ASCE 7-10):
RISK CATEGORY II
EXPOSURE B
Vult = 115 MPH
DESIGN WIND FORCE = 670 LBS (ULT.)
- SEISMIC DESIGN:
RISK CATEGORY II
SEISMIC IMPORTANCE FACTOR = 1.0
SITE CLASS D
Ss = 0.206; Sds = 0.220
S1 = 0.106; Sd1 = 0.168
SEISMIC DESIGN CATEGORY C
NON-BUILDING STRUCTURE NOT SIMILAR TO BUILDINGS: R = 3.0
SEISMIC RESPONSE COEFFICIENT:
Cs = 0.074
BASE SHEAR Vs = 60 LBS
- FOUNDATION DESIGN:
PRESUMPTIVE ALLOWABLE SOIL BEARING PRESSURE = 1500 PSF

CONCRETE CONSTRUCTION

- DESIGN MIX TO PROVIDE A (7) DAY COMPRESSIVE STRENGTH OF 3000 PSI MIN.
- PIER CONCRETE TO HAVE AIR CONTENT OF 5% MIN. & 7% MAX.
- REINFORCING STEEL TO BE ASTM A615 GR. 60
ASTM A996 GR. 60

KIOSK ANCHOR RODS (POST-INSTALLED)

- ANCHOR RODS TO BE HILTI HIT-HY 200 ADHESIVE ANCHORS W/ HILTI HAS-E THREADED RODS
- ANCHORS TO BE INSTALLED IN ACCORDANCE W/ ALL HILTI WRITTEN INSTRUCTIONS & KENTUCKY BUILDING CODE REQUIREMENTS
- ANCHORS SHALL NOT BE INSTALLED UNTIL THE PIER CONCRETE HAS ACHIEVED THE SPECIFIED (7) DAY COMPRESSIVE STRENGTH

ALTERNATE KIOSK ANCHOR RODS (CAST-IN)

- ANCHOR RODS TO BE ASTM A307 GRADE A W/ COMPATIBLE NUTS & STEEL WASHERS

DESIGNED: MAS	CHECKED: DWS			
DRAWN: MAS				
JOB NO. 2018033				
IMPORTANT NOTE: UNDER NO CIRCUMSTANCES SHALL THE TRANSFER OF OWNERSHIP OF THE DRAWINGS, SPECIFICATIONS, ELECTRONIC DATA, OR OTHER INSTRUMENTS OF SERVICE BE DEEMED TO BE A SALE BY THE ENGINEER AND THE ENGINEER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, OF THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE				
1	3/09/18	ISSUED FOR CONSTRUCTION		
NO.	DATE	ISSUE		

Truman P. Young & Associates

TPY & A

CIVIL & STRUCTURAL ENGINEERS

4225 Malsbary Rd Suite 207 Cincinnati, Ohio 45242
(513) 861-5655 FAX: 861-5668 trumanpyoung.com

STATE OF KENTUCKY

DENNIS W. SCHEIDT
22393

PROFESSIONAL ENGINEER

Dennis Scheidt

FOUNDATION FOR
INFORMATION KIOSK
CITY OF LOUISVILLE
LOUISVILLE, KENTUCKY
DUKE ENERGY ONE INC. / ENERGY SERVICES

PLAN &
DETAILS

S101



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-012 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article IV, Pollution, Division 5, Regulations and Requirements Relating to Smoking of Tobacco Products, Sec. 8-215 Findings and intent, Sec. 8-216, Definitions, Sec. 8-217 Prohibition of smoking in the workplace; Sec. 8-218 Exceptions, Sec. 8-219 Reasonable distance of entry, Sec. 8-220 Jurisdiction, enforcement and penalties

PURPOSE: A public hearing was held on March 19, 2019.

FUNDING SOURCE & ORIGINAL BUDGET:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** 2019-012 amend Chapter 8 Division 5 - Smoking rev (PDF)

HISTORY:

03/19/19

Columbia City Council

NO ACTION WAS TAKEN.

The following individuals appeared before City Council:

Ms. Beth Johnson

Ms. Yarley Steedly

Mr. Ian Hamilton

Ms. Diane Wiley

There was a consensus of Council to include Mr. Duvall's amendments in today's meeting packet and to schedule first reading consideration for April 2, 2019.

ORDINANCE NO.: 2019-012

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article IV, Pollution, Division 5, Regulations and Requirements Relating to Smoking of Tobacco Products, Sec. 8-215 Findings and intent, Sec. 8-216, Definitions, Sec. 8-217 Prohibition of smoking in the workplace; Sec. 8-218 Exceptions, Sec. 8-219 Reasonable distance of entry, Sec. 8-220 Jurisdiction, enforcement and penalties

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019 that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article IV, Pollution, Division 5, Regulations and Requirements Relating to Smoking of Tobacco Products, Sec. 8-215 Findings and intent, Sec. 8-216, Definitions, Sec. 8-217 Prohibition of smoking in the workplace; Sec. 8-218 Exceptions, Sec. 8-219 Reasonable distance of entry, Sec. 8-220 Jurisdiction, enforcement and penalties, are amended to read as follows:

Sec. 8-215. Findings and intent.

- (a) *Findings* . As an incident to the adoption of the ordinance from which this division derives, the city council ("city council") of the City of Columbia, South Carolina (the "city") makes the following findings:
- (1) Secondhand smoke is the third leading cause of preventable death in the United States, killing 53,000 Americans prematurely each year; and
 - (2) The U.S. Environmental Protection Agency, U.S. Centers for Disease Control and Prevention, National Toxicology Program's Report on Carcinogens, National Cancer Institute, and the International Agency for Research and Cancer have all reported that secondhand smoke is a Group A human carcinogen, a cancer causing substance, of which there is no safe level of exposure; and
 - (3) The health consequences of involuntary smoking have been reported by the U.S. Surgeon General to be a cause of disease, including lung cancer, in healthy non-smokers; and
 - (4) The U.S. Surgeon General has concluded that a simple separation of smokers and non-smokers within the same airspace does not eliminate the exposure of non-smokers; and
 - (5) Numerous medical and scientific studies show substantial levels of exposure to secondhand smoke among the United States population, and over the past two decades, the health hazards resulting from exposure to secondhand smoke have been increasingly recognized; and
 - (6) Secondhand smoke increases the risk of developing breast cancer in younger, premenopausal women; and when inhaled by pregnant women, secondhand smoke increases the risk for low-weight babies, pre-term delivery, and Sudden Infant Death Syndrome(SIDS); and
 - (7) Exposure to secondhand smoke by children leads to decreased lung function, asthma, pneumonia, ear infections, bronchitis and even sudden infant death syndrome; and
 - (8) Studies of hospital admissions for acute myocardial infarction in Helena, Montana and Pueblo, Colorado before, during, and after a local law eliminating smoking in workplaces and public places was in effect, has determined that laws to enforce smoke-free workplaces and public places may be associated with a reduction in morbidity from heart disease; and
 - (9) Workplaces have been shown to be locations of significant exposure to secondhand smoke by employees working in the City of Columbia; and
 - (10) There are laws, ordinances and regulations in place that protect workers from other environmental hazards, including Class A carcinogens, asbestos, arsenic and benzene, but none which regulate exposure to secondhand smoke; and

- (11) The South Carolina General Assembly at Section 44-95-10 et seq. (the "Clean Indoor Air Act of 1990") imposed certain limitations on smoking. For example, it limited smoking in government buildings (the definition of which includes city-owned buildings) except where the owner of such building shall designate smoking areas.

City Council has now determined that additional regulation of smoking in areas beyond those addressed in the Clean Indoor Air Act of 1990 is appropriate in furtherance of its duty to protect the health of its citizens and employees in the workplace and public places and therefore enacts this division.

- (b) *Intent.* City council finds that it is in the best interest of the people of this city to protect nonsmokers from involuntary exposure to secondhand smoke in the workplace and public places. Therefore, city council declares that the purpose of this act is to preserve and improve the health, comfort and environment of this city by limiting exposure to secondhand smoke in the workplace and public places; and (2) to guarantee the right of nonsmokers to breathe smoke-free air, and to recognize that the need to breathe smoke-free air shall have priority over the desire to smoke.

Sec. 8-216. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Electronic smoking device means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

Employee means any person who performs services for an employer in return for wages, profit or other valuable consideration, and a person who volunteers his or her services for a non-profit entity.

Employer means any person, partnership, association, corporation, trust, school, college, university or other educational institution, nonprofit entity or other organization, including any public or private employer, any manager, supervisor, and all other persons charged with control, supervision, and operation of any workplace, work space, or work spaces as defined herein, that employs one (1) or more persons.

Enclosed means a space bounded by walls (with or without windows), a ceiling or roof, and enclosed by doors, including but not limited to, offices, rooms, foyers, waiting areas and halls.

Medical facility means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within medical facilities.

Medical research facility means an enclosed indoor workplace where tobacco smoking is an integral part of a smoking cessation program approved by a university, college or hospital.

Public Place means an area to which the public is invited or in which the public is permitted, including but not limited to, banks, bars, educational facilities, gambling facilities, health care facilities, hotels and motels, laundromats, parking structures, public transportation vehicles and facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a "public place" unless it is used as a child care, adult day care, or health care facility.

Last revised: 3/19/2019
19000305

Private club means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and which only sells alcoholic beverages incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501. Establishments which are in fact operating as bars, restaurants or entertainment venues primary for the pecuniary benefit of the owner or chief operating officer shall not be treated as private clubs under this division. A private club is not a private club for the purposes of this division when being used for a function to which the general public is allowed to enter.

Retail tobacco store means any establishment which is not required to possess a retail food permit whose primary purpose is to sell or offer for sale to consumers, but not for resale, tobacco products and paraphernalia, in which the sale of other products is merely incidental, and in which the entry of persons under the age of 18 is prohibited at all times.

Secondhand smoke is the complex mixture formed from the escaping smoke of a burning tobacco product (termed as "side stream smoke") and smoke exhaled by the smoker. Exposure to secondhand smoke is also frequently referred to as "passive smoking," "secondhand smoking" or "involuntary smoking".

Smoking means ~~the inhaling, exhaling, burning, lighting or carrying of a lighted cigarette, cigar, pipe, or similar device or any other lighted tobacco product.~~ inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, hookah, or any other lighted or heated tobacco or plant product, or liquid, gel or substance in any form, intended for inhalation, including but not limited to nicotine and/or marijuana products or derivatives, whether natural or synthetic, in any manner or in any form. "Smoking" includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Article.

Smoking materials includes cigars, cigarettes pipes, hookah, electronic smoking devices, or any other lighted or heated tobacco or plant product, or liquid, gel or substance in any form, including but not limited to nicotine and/or marijuana products or derivatives, whether natural or synthetic, in any form and all other manner of smoking devices intended to be used for the purpose of ~~inhaling, burning, carrying or exhaling lighted tobacco products.~~ smoking as defined in this division.

Workplace means any enclosed indoor area, structure, building or facility or any portion thereof at which one (1) or more employee(s) perform services for their employer, including but not limited to: retail food stores; retail stores; restaurants; bars; cabarets, cafes; public or private clubs; pool halls and bowling alleys.

Work space or work spaces means any enclosed area occupied by an employee during the course of his or her employment, including but not limited to: offices, customer service areas; common areas; hallways; waiting areas; restrooms; lounges and eating areas.

Sec. 8-217. Prohibition of smoking in the workplace and City-owned facilities and property.

(a) All employers shall provide a smoke free environment for all employees working in any work space or workplace as those terms are defined herein. Further, the employer shall prohibit any persons present in any work space and workplace from smoking ~~tobacco products~~ or possessing smoking materials therein.

(b) No person shall smoke or possess a lighted tobacco product in any work space and workplace.

(c) All enclosed areas, including buildings and vehicles owned, leased, or operated by the City of Columbia, as well as all outdoor property adjacent to such buildings and under the control of the City, shall be subject to the provisions of this division.

Sec. 8-218. Exceptions.

Notwithstanding the provisions of section 8-217 herein, smoking may be permitted in the following places or under the following circumstances:

- (1) Private residences; unless used as a childcare, adult day care, or health care facility;
- (2) Private clubs;
- (3) ~~Hotel and motel rooms that are rented to guests and are designated as smoking rooms; provided, however, that not more than 25 percent of rooms rented to guests in a hotel or motel may be so designated. All smoking rooms on the same floor must be contiguous and smoke from these rooms must not infiltrate into areas where smoking is prohibited under the provisions of this division. The status of rooms as smoking or nonsmoking may not be changed, except to add additional nonsmoking rooms;~~
- (4) Retail tobacco stores as defined herein;
- ~~(4) (5)~~ Religious ceremonies where smoking is part of the ritual;
- ~~(5) (6)~~ Medical research facilities;
- ~~(6) (7)~~ Smoking by performers during a theatrical event which requires smoking in the context of the performance;

Sec. 8-219. Reasonable distance of entry.

~~Smoking outside a workplace, and any other indoor area where smoking is prohibited shall be permitted, provided that tobacco smoke does not enter any work spaces and workplaces through entrances, windows, ventilation systems or other means.~~

Smoking shall be prohibited in the following outdoor places:

- (a) Within a reasonable distance of 20 25 feet outside entrances, operable windows, and ventilation systems of enclosed areas where smoking is prohibited, so as to prevent tobacco smoke from entering those areas by those or any other means.
- (b) On all outdoor property that is adjacent to buildings owned, leased, or operated by the City of Columbia and that is under the control of the City.
- (c) In, and within 25 feet of, outdoor seating or serving areas of restaurants, bars, and gambling facilities.
- (d) In outdoor shopping malls, including parking structures.
- (e) In all outdoor arenas, stadiums, and amphitheaters. Smoking shall also be prohibited in, and within 25 feet of, bleachers and grandstands for use by spectators at sporting and other public events.
- (f) In outdoor recreational areas, including parking lots.
- (g) In, and within 25 feet of, all outdoor playgrounds.
- (h) In, and within 25 feet of, all outdoor public events.
- (i) In, and within 25 feet of, all outdoor public transportation stations, platforms, and shelters under the authority of the City.
- (j) In all outdoor service lines, including lines in which service is obtained by persons in vehicles, such as service that is provided by bank tellers, parking lot attendants, and toll takers. In lines in which service is obtained by persons in vehicles, smoking is prohibited by both pedestrians and persons in vehicles, but only within 25 feet of the point of service.
- (k) In outdoor common areas of apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities, except in designated smoking areas, not to exceed twenty-five percent (25%) of the total outdoor common area, which must be located at least 25 feet outside entrances, operable windows, and ventilation systems of enclosed areas where smoking is prohibited.

Sec. 8-220. Jurisdiction, enforcement and penalties.

- (a) An infraction of this division is hereby declared to be a public nuisance.
- (b) A manager, supervisor or any other person who owns, operates, or otherwise controls a workplace or work space and who fails to comply with the provisions of this division shall be guilty of an infraction.
- (c) A person smoking or possessing a lighted tobacco product in any workspace or workplace shall be guilty of an infraction.
- (d) Each infraction shall be punishable by a civil penalty of ~~\$25.00.~~ :
(1) A fine not exceeding one hundred dollars (\$100) for a first violation.

Last revised: 3/19/2019
19000305

(2) A fine not exceeding two hundred dollars (\$200) for a second violation.

(3) A fine not exceeding five hundred dollars (\$500) for each additional violation.

The city shall serve a uniform ordinance summons upon the infractor.

(e) (1) The city, in addition to or in lieu of assessing or collecting a civil penalty, may institute a civil action in the circuit court in the county in which the infraction occurred seeking (i) a mandatory injunction requiring compliance with this division, (ii) a declaration that the infraction is a public nuisance and an order requiring abatement of the public nuisance, or (iii) for any other remedy permitted by law. if violation of this division is by a person who owns, manages, operates, or otherwise controls a public place or place of employment may result in the suspension or revocation of any permit or license issued to the person for the premises on which the violation occurred, and/or (iv) for any other remedy permitted by law.

(f) (2) If three or more infractions occur within a six-month period at a workspace or workplace subject to this division, such shall be deemed to be a nuisance related to the business.

(g) (e) Appeals. The filing of an appeal shall not act as a stay of the city's right to institute any civil action as described above.

(h) (f) Each infraction and on each day which an infraction of this division occurs, shall be considered a separate and distinct infraction.

This ordinance is effective as of final reading.

Requested by:

Councilmember Duval _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Senior Assistant City Attorney

City Clerk

Public Hearing:

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-020 Granting an encroachment to Vincent J. Degenhart and Denice Degenhart for the use of the right of way area of the 400 block of Harden Street adjacent to 415 Harden Street, Richland County TMS #11311-03-08 for installation and maintenance of a masonry wall and aluminum gates

FUNDING SOURCE & ORIGINAL BUDGET:

STRATEGIC GOALS: Collaborate and partner with entities, Foster a healthy quality of life

ATTACHMENTS:

- **#a:** 2019-020 encroach 415 Harden Street (PDF)

ORDINANCE NO.: 2019-020

Granting an encroachment to Vincent J. Degenhart and Denice Degenhart for the use of the right of way area of the 400 block of Harden Street adjacent to 415 Harden, Richland County TMS #11311-03-08, for installation and maintenance of a masonry wall and aluminum gates

WHEREAS, Vincent J. Degenhart and Denice Degenhart (hereinafter "Grantees") desire to utilize a portion of the right of way area of the 400 block of Harden Street adjacent to 415 Harden Street for the installation and maintenance of a masonry wall approximately six (6') feet in height and twenty-four (24') feet in length with two (2) textured aluminum gates approximately six (6') feet in height and twelve (12') feet in length, 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 _____, 2019, that Grantees are hereby granted the right of way area of the 400 block of Harden Street adjacent to 415 Harden Street for the installation and maintenance of a masonry wall approximately six (6') feet in height and twenty-four (24') feet in length with two (2) textured aluminum gates approximately six (6') feet in height and twelve (12') feet in length, 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

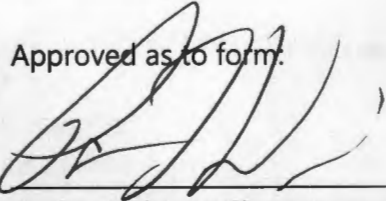
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

Pro Title Services, Corp.
 190 Knox Abbott Drive, Suite 3-C
 Cayce, SC 29033
 Phone (803)254-2695 Fax (866)305-4927

Invoice

<i>Customer:</i>	<i>Invoice Number</i>	<i>Date</i>	
City of Columbia Paralegal, Jennifer L. Hendrix 1401 Main Street, 10th Floor Columbia, SC 29201	20170476-25275	02/26/2019	
	<i>File Number</i>	<i>Branch</i>	
	20170476	Pro Title Services, Corp.	
	<i>Customer Order Number</i>	<i>Customer OrderDate</i>	
<i>Deliver-To:</i>		02/26/2019	
City of Columbia Paralegal, Jennifer L. Hendrix 1401 Main Street, 10th Floor Columbia, SC 29201	<i>Sales Price</i>	<i>Buyer</i>	
	<i>Seller</i>		
		Michael Walters and Deloris Walters	
<i>Property Address</i>	<i>Loan Amount</i>	<i>Lender</i>	
3314 Beaumont Avenue, , South Carolina			
<i>Property Type</i>	<i>Property County</i>	<i>Sales Rep</i>	<i>Terms</i>
Full-R	Richland	GG	

THANK YOU FOR YOUR BUSINESS

<i>Description</i>	<i>Amount</i>
1100 - Title Charges	
UPDATE SEARCH	\$90.00
COPIES	\$34.00
Total 1100 - Title Charges	\$124.00
Subtotal	\$124.00
Total	\$124.00

Brief Legal: TMS: 11508-13-02

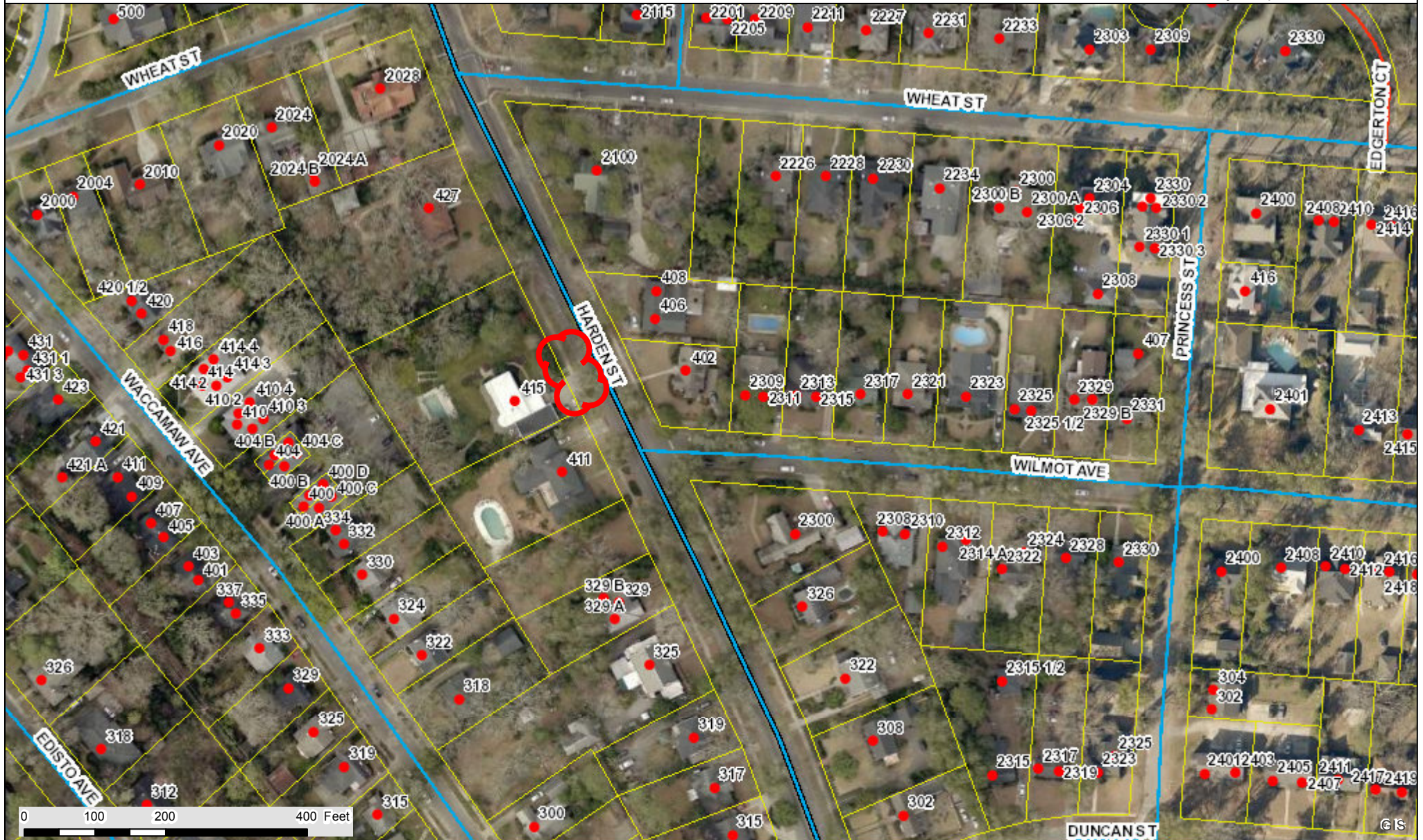
City of Columbia

415 Harden Street - Wall Encroachment

27.a



Tuesday, September 11, 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. 198

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: 8/24/19 Property Owner: VINCENT J. DEGENHART
 Business Name/Applicant's Name if different than owner: _____
 Contact Information: Telephone Number: 803-212-8103 Fax Number: 803-254-7645
 Mailing address: 415 HARDEN ST., COLUMBIA, S.C. 29205 E-mail address: USCGASLD@gmail.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):
 (i.e. 6'x42' wooden privacy fence;
 two 12'x4'x3' concrete steps)

SLIDING ALUMINUM Gate ~ 48'; 4' and 3' STUCCO WALL; GATE

Construction material:

DESIGN TO MATCH EXISTING GARAGE DOORS; SEE ATTACHED DRAWINGS & SPECS.

OUTDOOR DINING: The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title: _____
 Date: _____

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title: _____
 Date: _____

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT

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

803-545-3333
 803-545-3222
 803-545-3332
 803-545-3420
 803-545-3420
 803-545-3222
 803-545-0229
 803-545-3420
 803-545-3218
 803-545-3400
 803-545-3780
 803-545-3790
 803-545-3850
 803-545-3860
 803-545-3800
 803-733-8306
 803-545-3736
 803-545-3070

FAX

803-255-8935
 803-733-8647
 803-733-8647
 803-733-8699
 803-733-8699
 803-733-8647
 803-733-8647
 803-733-8647
 803-255-8935
 803-988-8199
 803-733-8648
 803-545-3785
 803-733-8648
 803-733-8648
 803-733-8648
 803-733-8245
 803-401-8839
 803-733-8523

E-MAIL

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 jlthompson@columbiasc.net
 zpokay@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
 cfdkscott@columbiasc.net
 lsmatney@columbiasc.net

VINCENT AND DENICE DEGENHART
415 HARDEN STREET
COLUMBIA, SC 29205
USCGAS1@GMAIL.COM

August 27, 2018

Johnathan Chambers
City of Columbia
Land Development Services
Columbia, SC 29201

Dear Mr. Chambers:

We are submitting a request for an encroachment on Harden Street to install a sliding gate for our driveway and home entrance. The reason(s) for installing the gate are primarily for security, but would also include privacy and safety.

Our home faces Harden Street with our driveway and garage facing the street. We are near the 5-Points area and The University of South Carolina. There is significant auto and foot traffic in front of our home. We have lived here for nearly 25 years. We love our home.

However, as U.S.C. has increased its enrollment, and the number of bars has increased in 5-Points, we have experienced vandalism to our cars, had a statue stolen from front door, and had a break-in last year. As a physician, I am often called to the hospital at odd hours. My wife feels she would be safer with a gated entry to the driveway and front door.

Other remedies such as relocating the drive or garage are not feasible. The home is constructed of concrete and steel and is on the National Registry of Historic places. Exterior changes would not only be cost prohibitive but would also jeopardize National Registry designation.

The gate needs to be near the sidewalk so that cars can turn around and not have to back into Harden Street, a big safety factor. We are including pictures of other structures, fences, and walls similarly situated on Harden Street.

We very much appreciate your review of our request to install the gate and its support structure.

Sincerely,



Vincent and Denice Degenhart

803-212-8103; 803-212-8105

RECEIVED

AUG 27 2018

ZONING DIVISION

415 Harden St

Columbia, South Carolina



Google, Inc.



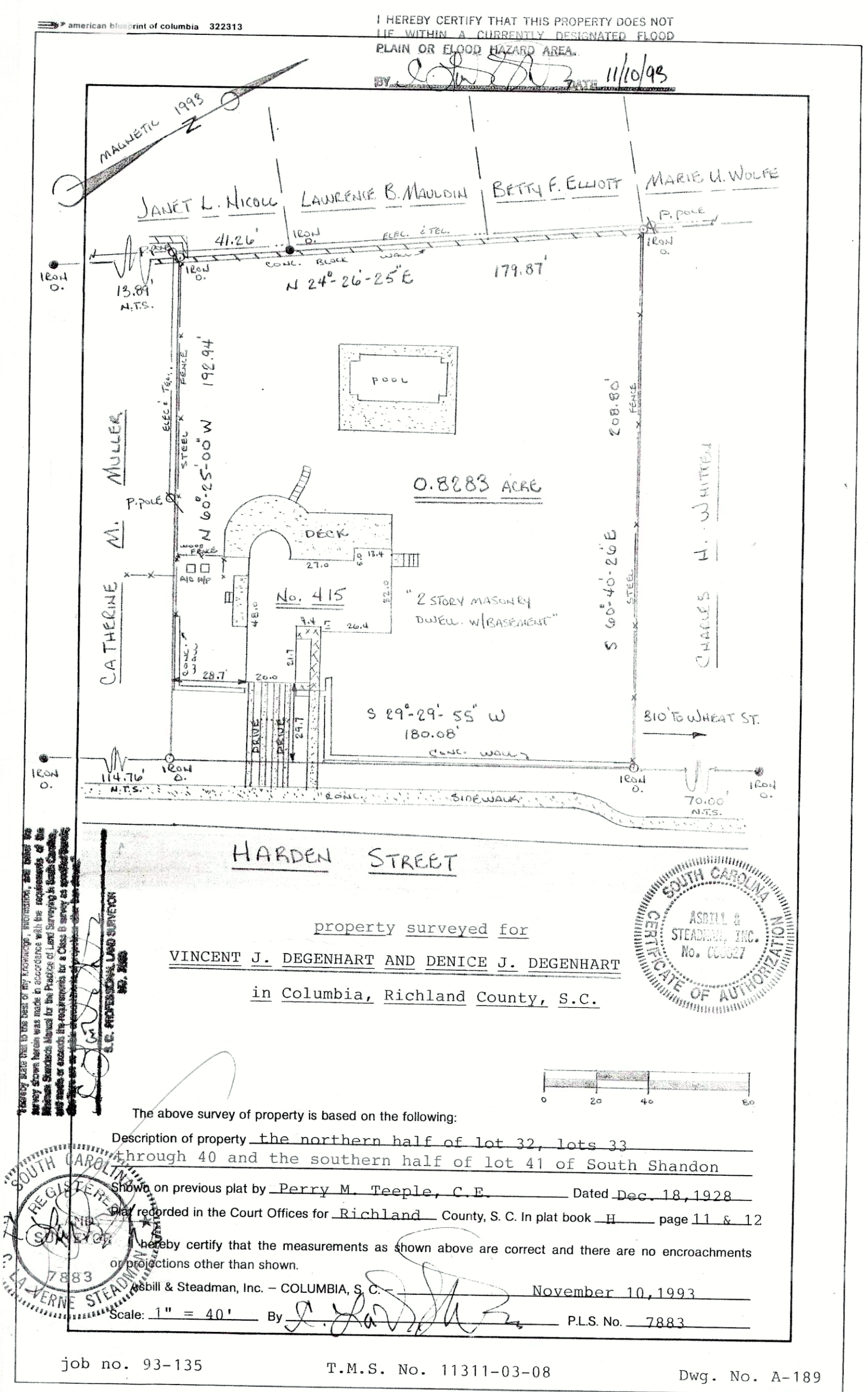
Street View - Jul 2016

27.a

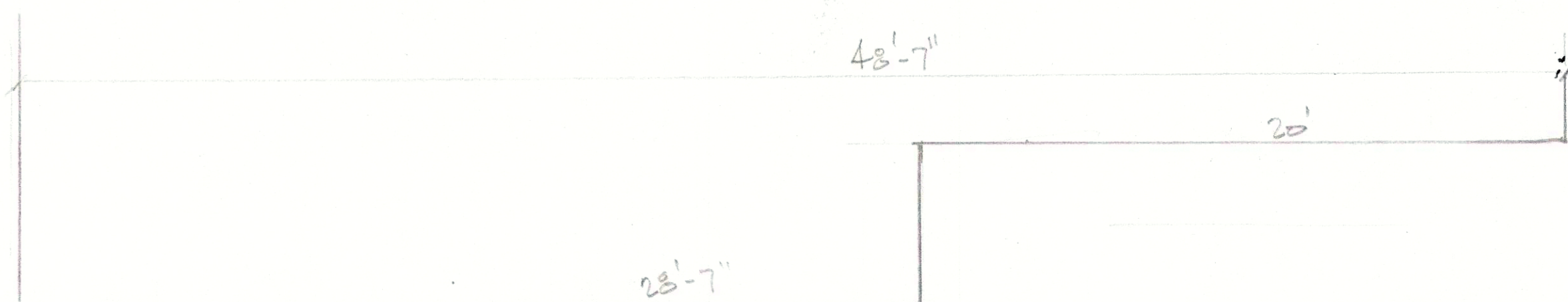
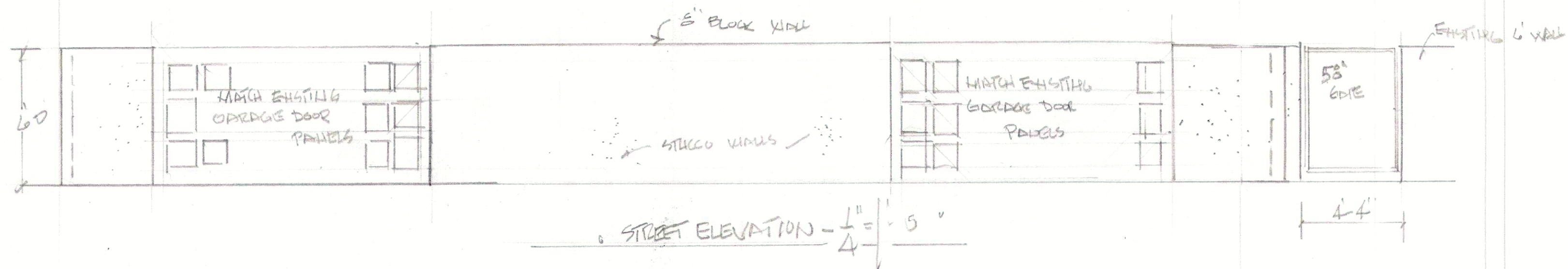


Google

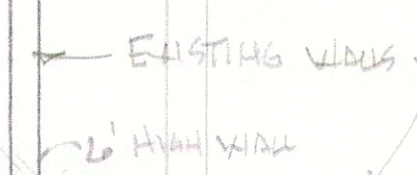
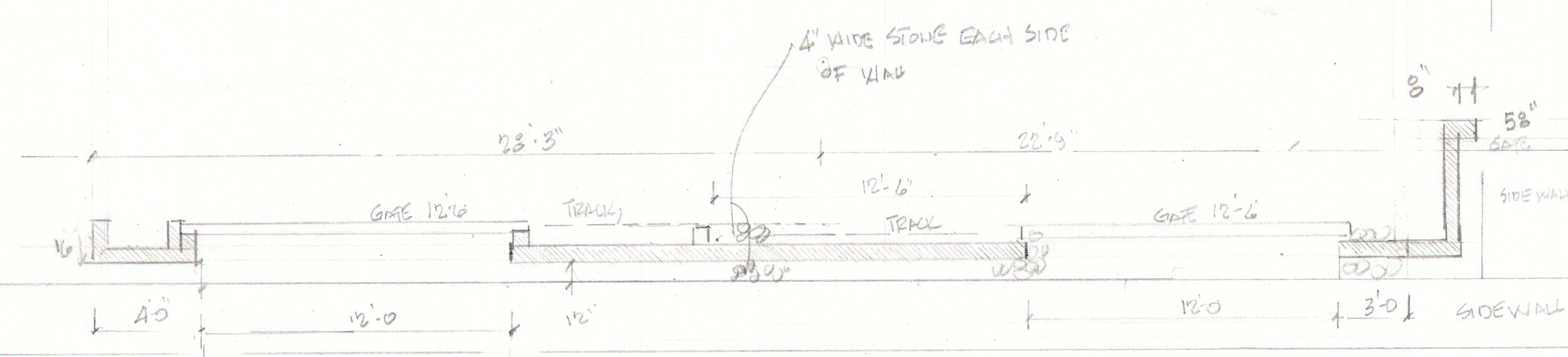
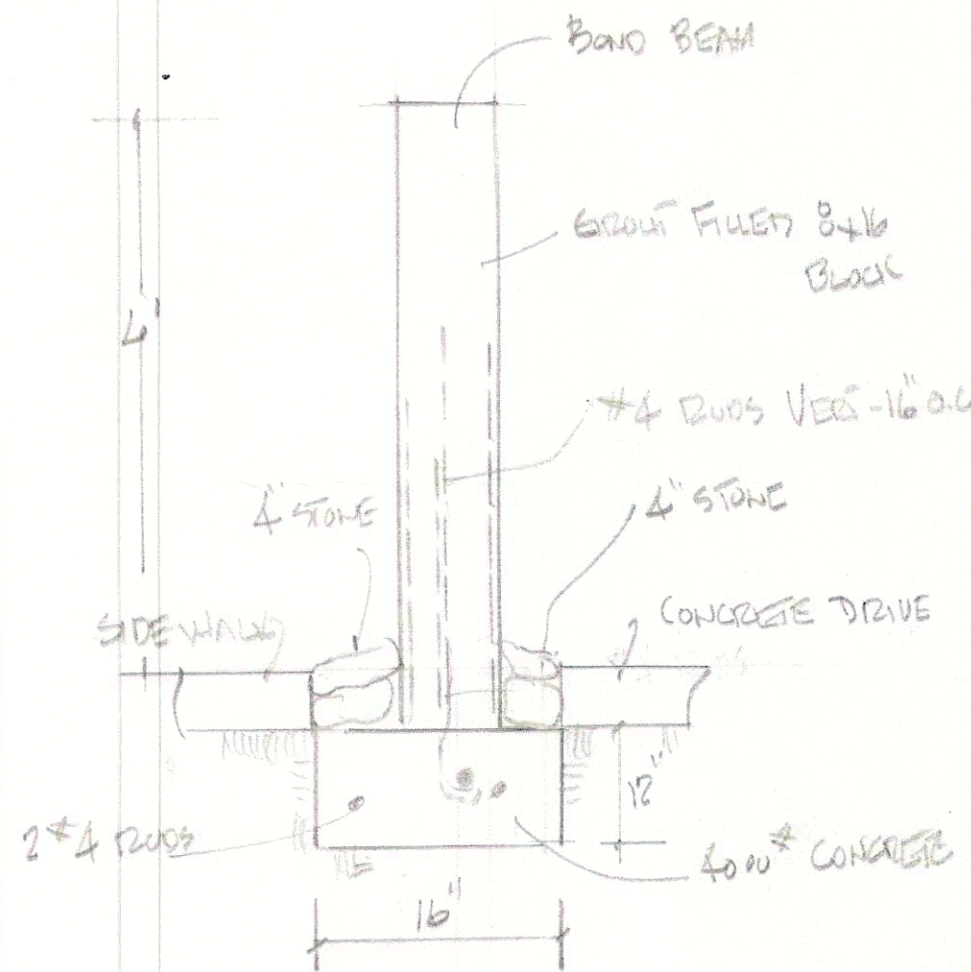
Packet Pg. 201



415 HARDEN



PARKING AREA



415 HARDEN ST.
COL. S.C.

415 HARDEN

Ernest C. Rouse
238 Banbury Rd.
Columbia, SC 29210



Proposal

Date 8/28/2018
Proposal No. 2

Customers Name	Supervisor In Charge
Vince & Denise Degenhart 415 Harden Street Columbia, SC	Ernest C. Rouse D/B/A Inspection Services LLC Lic#: RBB . 49107 Effective Date: 4-18-2018 <u>Expires: 6-30-2020</u>

Project No.	Degenhart Gates				Date Required
	Per Plans & Specifications				
Qty	Description of Work	Day	Date	Unit Price	Extended Price
	1. Install two slide gate operator UL Complaint				
	2. Installation of Operators				
	3. Two Cantilever aluminum gates to look Similar to garage doors.				
	4. Gate Opening 12'6" with cantilever tail				
	5. All material to be at least 1/8" thick				
	6. Heavy duty Truck and Track system				
	7. No. 4 rebar per print				
	8. 8x8x16" Concrete block per print				
	9. Type S Mortar for Block				
	10. Cut & Remove Stone to install foundation				
	11. Dig and Pour Foundation				
	12. Lay Block walls per print				
	13. Grout wall & install re-bar & Bond Beam				
	14. Stucco walls three coat process				
	15. Install two 20 amp electrical circuits				
	16. Relay Stone in Driveway				
	17. Clean and Haul Debris				
	18. Dumpster				
	19. Survey				
1	Labor & Material			\$ 42,957.00	\$ 42,957.00
NOTES: Schedule of Payments: 50% down toward labor & material, 25% when block wall is built, balance when job is finished.				Draws	
				Subtotal	\$ 42,957.00
				Percentage	
				Mark-up	
				State Tax	
				County Tax	
				Municipal Tax	
				Total	\$ 42,957.00

OWNER
SIGNATURE:

Authorized
Contractor Signature:

DESIGN/DEVELOPMENT REVIEW COMMISSION
DESIGN REVIEW DISTRICT
HISTORIC/CONSENT AGENDA
EVALUATION SHEET
Case #2

ADDRESS: 415 Harden Street

APPLICANT: Vincent and Denice Degenhart, owners

TAX MAP REFERENCE: TMS# 11311-03-08

USE OF PROPERTY: Residential

REVIEW DISTRICT: Individual Landmark, -DP

NATURE OF REQUEST: Site improvement

FINDINGS/COMMENTS:

This concrete and glass International style home was constructed in 1937 and was planned by Edward Stone who also designed the Thomas Cooper Library. Aside from being a Tier One City landmark, it is listed on the National Register as well—the nomination form for the building notes it as “probably the best International Style home in Columbia” and it has maintained the flat roof, sleek lines, simple detailing, and limited materials characteristic of its style. A stuccoed concrete front wall, now largely covered with ivy, and a gate at the sidewalk were added in 1973, as well as a parking area in front of the garage.

The owners have been grappling with chronic vandalism and theft on their property, so the current proposal is to build a new concrete wall (matching the existing one) which will essentially enclose the parking area in front of the garage. The new wall will begin on the left side of the sidewalk directly opposite the existing wall, moving forward to the front of the parcel and running along the front property line, adjacent to the sidewalk, over to the left edge of the parcel. The existing sidewalk gate would be brought forward to attach to the edge of the existing wall and the new wall. There are two curb cuts onto the property presently and the owners would like to include two 6’x12’ driveway gates where each of the curb cuts exist. Staff has worked with the applicants to ensure that the new wall will match the materials and look of the existing wall, maintaining a sleek and stream-lined look which complements the house and the property; it undoubtedly will also host the creeping fig or ivy on the existing wall. The custom-made gates will be electronic and will open by sliding behind the wall; they will not open into the public right-of-way. The metal gates will have a finish that replicates the finish of the wall and will complement that of the house. The applicants are working with other City staff to ensure they are meeting any other necessary requirements.

PERTINENT SECTIONS FROM THE GUIDELINES:

Criteria for individual landmarks are found within the City of Columbia Zoning Ordinance, Section 17-674(d) below:

(d) *Criteria for review of design of structures and sites.*

(1) Issuance of a certificate of design approval shall be based upon the requirements set forth in the standards or design guidelines adopted by the city council for each historic district. For individual landmarks, the Governor's Mansion Protection Area, Elmwood Park Architectural Conservation District, and the Landmark District, the Secretary of the Interior's Standards for Rehabilitation, as amended and listed below (the "Standards"), shall serve as guidelines until such time as design guidelines may be written and adopted by City Council for each local historic district. The Standards are to be applied to specific rehabilitation projects, taking into account the designation level of each district.

a. For landmark districts and individual landmarks, the historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

No removal or alteration of historic features is planned.

b. In architectural conservation districts and protection areas, the historic character of a district shall be retained and preserved through the preservation of historic materials and features which characterize the historic district.

Not applicable.

c. For individual landmarks and the landmark district, each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

Not applicable.

d. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

Not applicable.

e. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

While no historic material is being altered, the new wall will have the same finish and composition of the existing wall and will complement the style of the house. The new driveway gates will be custom-made, aluminum rectangles, painted with a finish to duplicate the look of the wall's finish so that the overall effect is consistent and very streamlined. The gates will open and close by sliding behind the wall.

f. Deteriorated historic features shall be repaired rather than replaced. Where severe deterioration or complete loss requires replacement of a distinctive feature, the new feature shall match the old in design, color, finish, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence, and character-defining features that have been lost due to intentional damage, removal or neglect shall be rebuilt.

Not applicable.

g. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

Not applicable.

b. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

The extant wall is not original to the property, although it does complement the architecture of the house. The new wall will match the existing wall in materials and finishes. The gates are as simple as possible and will have a finish to match the walls as closely as possible. Staff is happy to work with the applicants on any outstanding detailing.

i. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

The wall could be removed at any time without impairment to the property and environment.

STAFF RECOMMENDATIONS:

Staff finds that the proposal meets the criteria for changes to landmarks in the City of Columbia Zoning ordinance, Section 17-674, and recommends approval with all details deferred to staff.





Existing wall, covered with vegetation



Existing wall, looking south



New wall!

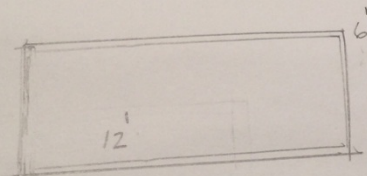
1) Gate Designed By: Stuyck Fabrication
Custom Powder Coating / Custom Design
Gate / mechanism / Electric

11/2/2018

For: Vincent, Denise Degenhart
415 Harden Street 29205

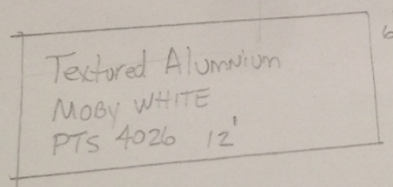
Color: MOBY WHITE
PTS 4026 Textured
Prismatic Powders . com

Gate Frame:



Gate Surface:

Flat





We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Ordinance No.: 2019-023 - Annexing 120 Sparkleberry Crossing Road, Richland County TMS# 25705-07-29

PURPOSE: Council District: 4

Proposal: Annex, assign interim land use classification of Regional Activity Center (AC-3) and assign interim zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County.

Applicant: Sparkleberry Crossing Retail, LLC

Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning; Approve

PC Recommendation: 03/04/19: Annex, Assign Interim Land Use & Interim Zoning; Approve (7-0)

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** ANNEX-SparkleberryCrossing-120_Council (PDF)
- **#b:** 2019-023 annex120 Sparkleberry Crossing (PDF)



CITY COUNCIL

April 2, 2019 at 6:00 pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment Case Summary 120 Sparkleberry Crossing Road; TMS# 25705-07-29

Council District:	4	
Proposal:	Annex, assign interim land use classification of Regional Activity Center (AC-3) and assign interim zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County.	
Applicant:	Sparkleberry Crossing Retail, LLC.	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	APPROVE
PC Recommendation:	03/04/19: Annex, Assign Interim Land Use & Interim Zoning	APPROVE (7-0)
Annexation, 1st Reading:	04/02/19: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Annexation, 2nd Reading:	05/07/19: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Comp Plan Amend.: 1st Reading	05/21/19: Confirmation of Land Use Classification	PENDING
Comp Plan Amend.: 2nd Reading	06/04/19: Confirmation of Land Use Classification	PENDING
Map Amendment: 1st Reading	05/21/19: Zoning Confirmation	PENDING
Map Amendment: 2nd Reading	06/04/19: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.34 acres
Current Use: Commercial (Retail Shopping Center)
Proposed Use: Commercial (Retail Shopping Center)
Reason for Annexation: Municipal Services
Urban Service Area: Primary Area
Current Richland County Land Use: Mixed Use Corridor
Proposed Interim Land Use Classification: Regional Activity Corridor (AC-3)
Current Richland County Zoning: General Commercial (GC)
Proposed Interim Zoning: General Commercial District (C-3)
Census Tract: 114.14

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 may result in an increased number of calls for services and will cost the CPD approximately **\$4,400** annually to provide service for this existing mixed commercial building based upon current calls for service for similar properties within 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

There is no anticipated additional cost, as solid waste service is not provided to this type of commercial property.

Engineering

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

Water Customer Care

Annexation will result in an approximately **40% lower** water service rate for the property.

Planning & Development Services

We recommend annexation of this property. This property is an existing mixed commercial building and is within a primary area as designated in the Urban Service Area plan. Based upon the current value of this property, **the annual real estate tax revenue generated will be approximately \$3,200.**

* Estimated City Tax Revenue is based on 2018 millage for real property and calculated as: (((Tax Value*Tax Rate)*City Millage Rate (.0981))-(Tax Value*Local Option Sales Tax Rebate (.002142))).

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

The proposed future land use classification for the subject property is Regional Activity Corridor (AC-3); the property is currently classified as Economic Development Center/Corridor by Richland County.

Regional Activity Corridors are a linear extension of a Regional Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal arterial roadways. Their market or service radius may be up to 20 miles, and they typically consist of a variety of commercial and service uses.

Primary Types:

- Multi-family Small to Medium Mixed-use (High-rises may be appropriate in some locations)
- Small to Extra Large Business/Employment (excl. Flex)

Secondary Types:

- Small to Large Flex
- Civic/Institutional
- Multi-family Small to High-rise
- Parking Structures

Tertiary Types

- Single-family Attached
- Cemeteries & Mausoleums
- 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 GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the South. Surrounding parcels in unincorporated Richland County are currently zoned GC to the West and North and RS-LD to the East.

The proposed City of Columbia zoning district is General Commercial District (C-3).

General Commercial District (C-3)

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

STAFF RECOMMENDATION

Staff recommends that City Council annex the subject property and assign interim land use of Regional Activity Corridor (AC-3) and interim zoning of General Commercial District (C-3) at the time of annexation.



Future Land Use Map

120 Sparkleberry Crossing Road, TMS# 25705-28.a
Current FLU: Mixed Use Corridor, Proposed FLU: AC-3

Department of Planning & Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson

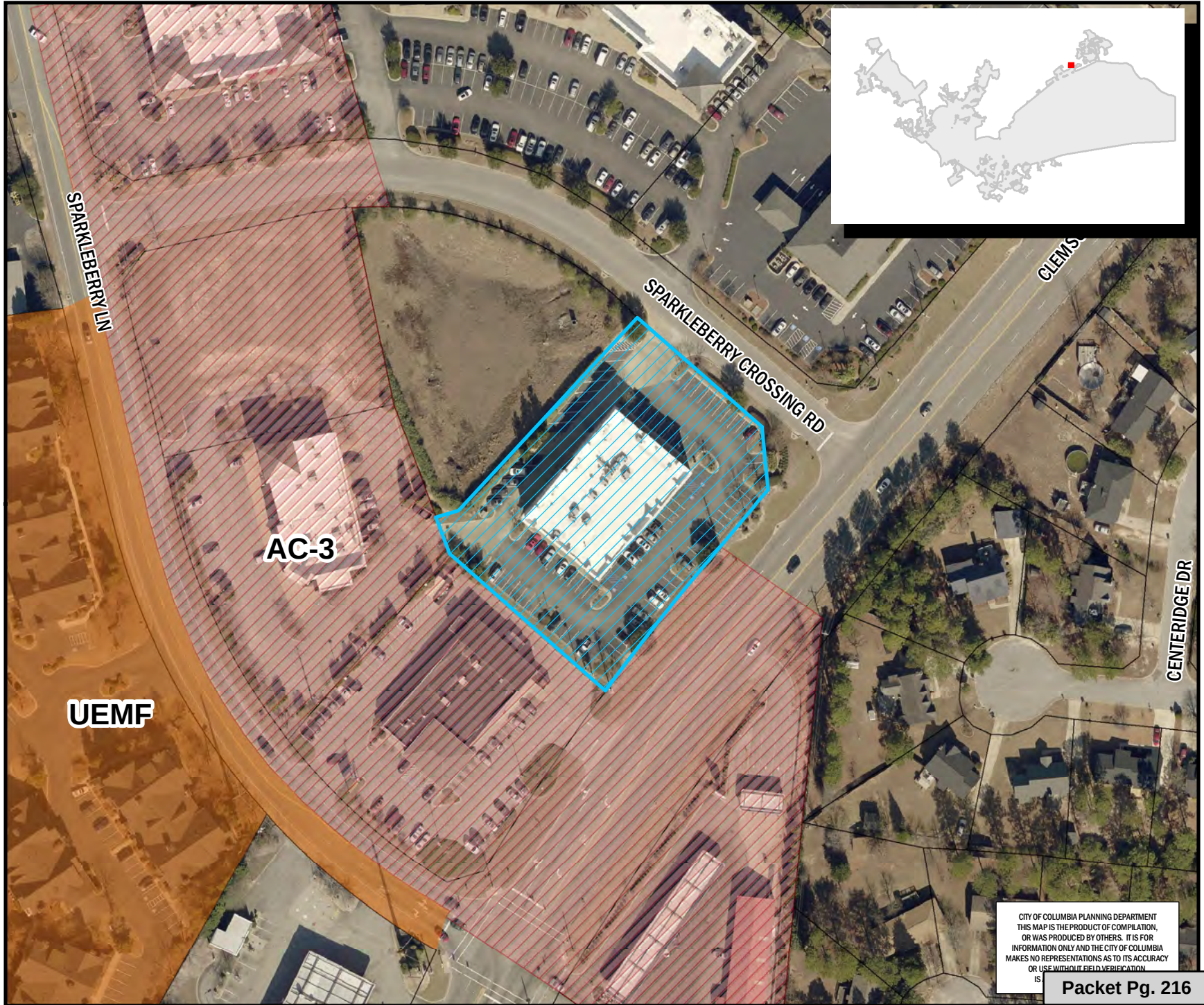


0 30 60 120
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
February 18, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 216

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

120 Sparkleberry Crossing Road, TMS# 257
Current Zoning: GC, Proposed Zoning: C-3

28.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 25 50 100
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

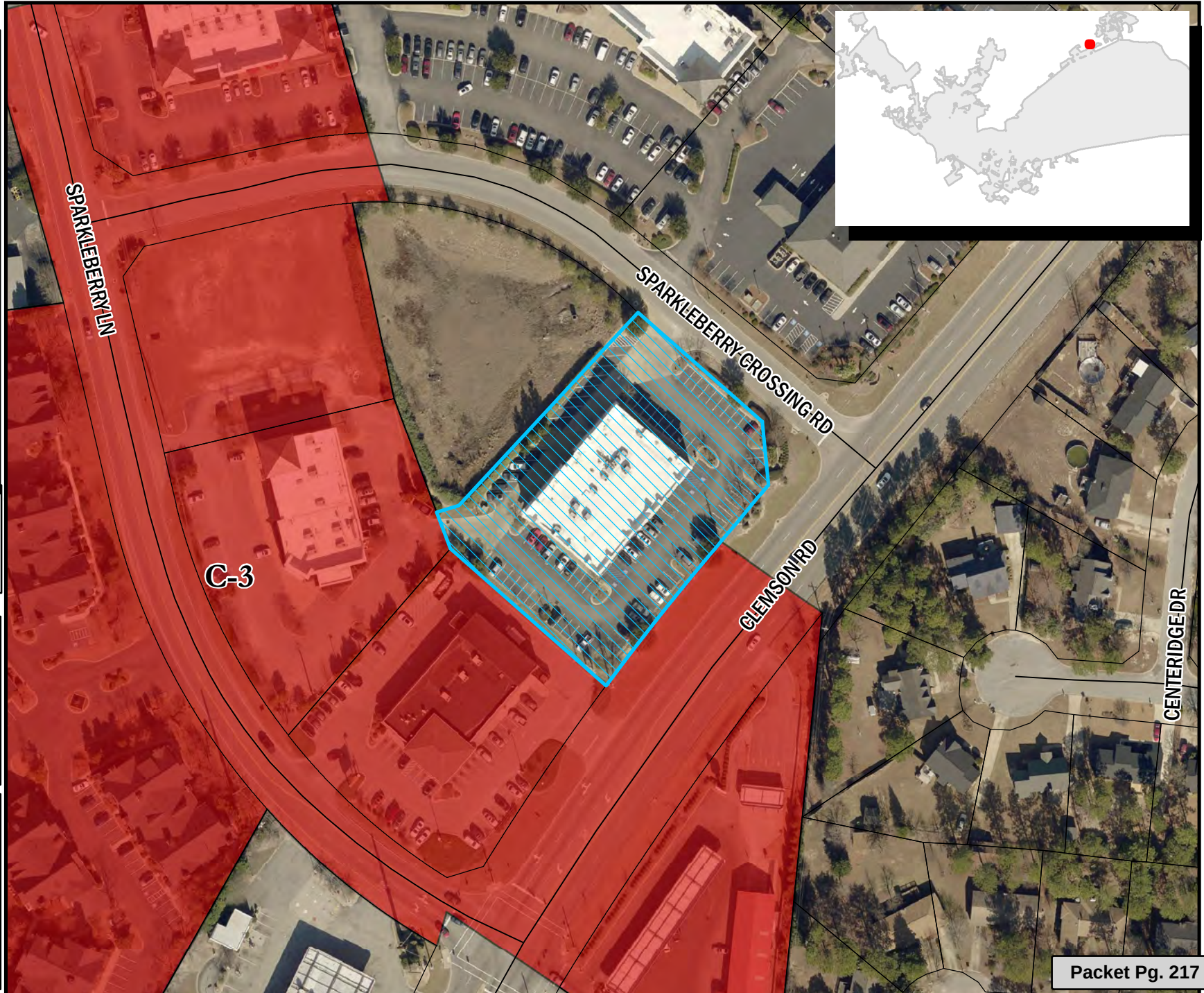
Shane Shaughnessy
February 18, 2019

DISCLAIMER:

The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



We Are Columbia



Packet Pg. 217

ORDINANCE NO.: 2019-023

Annexing 120 Sparkleberry Crossing Road, Richland County TMS# 25705-07-29

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; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2019, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of General Commercial District (C-3), apportioned to City Council District 4, Census Tract 114.14, contains 1.34 acres, and shall be assigned an interim land use classification of Regional Activity Center (AC-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 25705-07-29

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

Requested by:

Assistant City Manager Gentry

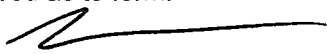
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2019-023

All that certain lot, tract or parcel of land, with improvements thereon, situate, lying and being near the City of Columbia in the County of Richland, State of South Carolina, being shown as Lot 5, 58,169 Sq. Ft., 1.34 Acres on a survey prepared for Sparkleberry Crossing building Two, LLC, prepared by WK Dickson, Karl E. Alewine, SC Prof. Land Surveyor No. 22740, dated December 20, 2005, and recorded in Richland County ROD Plat Book 1135, Page 1528, and having such metes, bounds, courses and distances as shown on said survey.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: February 1, 2019

RE: **Property Address:** 120 Sparkleberry Crossing Road
Richland County TMS#: 25705-07-29
Owner(s): Sparkleberry Crossing Retail, LLC.
Current Use: Commercial (Retail Shopping Center)
Proposed Use: Commercial (Retail Shopping Center)
Current County Land Use: Mixed Use Corridor
Proposed City Land Use: Regional Activity Center (AC-3)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (C-3)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 4
Census Tract: 114.14

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 **March 4, 2019** 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.

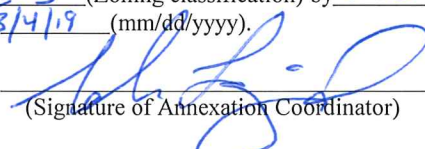
/atl

Attachments

cc:	Clint Shealy, Assistant City Manager	Missy Gentry, Assistant City Manager
	Jeff Palen, Assistant City Manager/CFO	Teresa Knox, City Attorney
	Aubrey Jenkins, Fire Chief	William Holbrook, Police Chief
	Joseph Jaco, Director, Utility Operations	Dana Higgins, Director, Engineering
	Robert Anderson, Public Works Director	Jan Alonso, Finance Director
	Krista Hampton, Planning & Development Services	Gloria Saaed, Community Development Director
	Lakesha Shannon, Business License Administrator	George Adams, Fire Marshal
	Greg Williams, Deputy Business License Administrator	Rachel Bailey, Zoning Administrator
	Angela Adams, Customer Care Administrator	Jacquelyn Richburg, Columbia-Richland 911
	Jerry Thompson, Building Official	David Hatcher, Housing Official
	Michelle Brazell, Engineering	Richland County Solid Waste Collection
	Denny Daniels, Engineering	John Fellows, Planning Administrator
	Carolyn Wilson, Police Planning & Research	Tori Salvant, Dev. Center Administrator
	Alfreda Tindal, Richland Co. 911 Addressing Coordinator	

Planning Commission Land Use Recommendation: int. AC-3 (Land Use classification) by 7-0 on 3/4/19 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: int. C-3 (Zoning classification) by 7-0 on 3/4/19 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

Department of Planning & Development Services

120 Sparkleberry Crossing Road, TMS# 25705-28.b
Current FLU: Mixed Use Corridor; Proposed FLU: AC-3

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



0 40 80 160
Feet

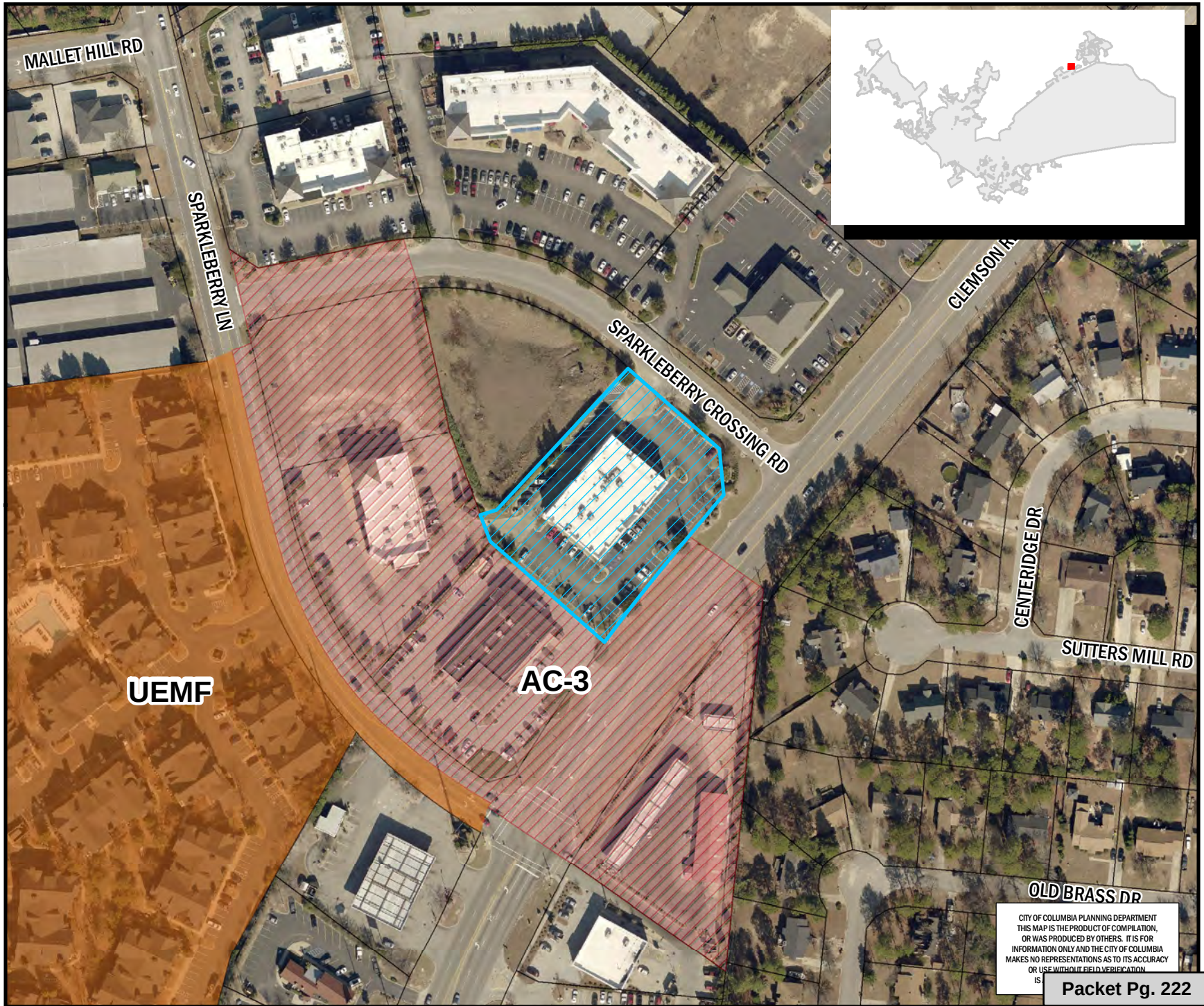
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
January 29, 2019



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
IS

Packet Pg. 222

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

120 Sparkleberry Crossing Road, TMS# 257
Current Zoning: GC; Proposed Zoning: C-3

28.b

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 37.5 75 150
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

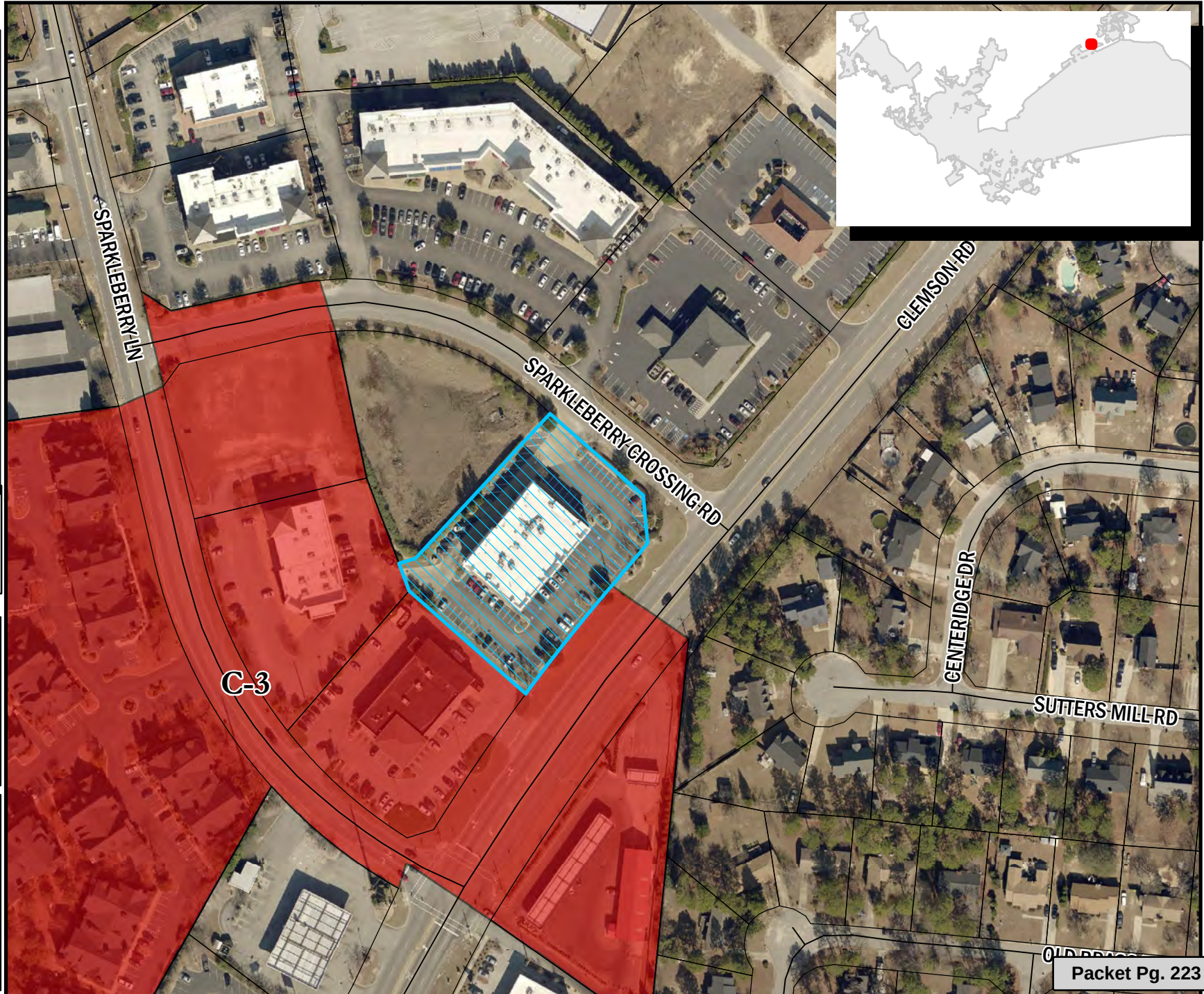
Shane Shaughnessy
January 29, 2019

DISCLAIMER:

The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



We Are Columbia



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 lot, tract or parcel of land, with improvements thereon, situate, lying and being near the City of Columbia in the County of Richland, State of South Carolina, being shown as Lot 5, 58,169 Sq. Ft., 1.34 Acres on a survey prepared for Sparkleberry Crossing building Two, LLC, prepared by WK Dickson, Karl E. Alewine, SC Prof. Land Surveyor No. 22740, dated December 20, 2005, and recorded in Richland County ROD Plat Book 1135, Page 1528, and having such metes, bounds, courses and distances as shown on said survey.

Richland County TMS: 25705-07-29

Property Addresses: 120 Sparkleberry Crossing Road

Sparkleberry Crossing Retail, LLC

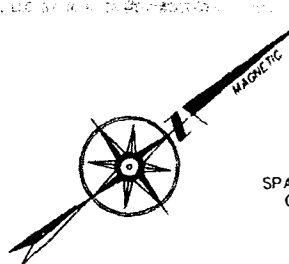
BY: B.V. Belk, Jr.
B.V. Belk, Jr.
Managing Member
 (Print or Type Name)

Date: 1/14/19

ITS: Managing Member
 (Print or Type Title)

REFERENCES

1. FINAL PLAN OF SPARKLEBERRY CROSSING PREPARED FOR
JULY 25, 2002.



LEGEND

- AS REBAR (FOUND)
- WATER METER
- ▽ WATER VALVE
- ⊕ FIRE HYDRANT
- ⊕ FIRE DEPT. CONNECTION
- GAS VALVE
- GAS METER
- ROOF DRAIN
- DRAIN INLET
- CATCH BASIN
- JUNCTION BOX
- SEWER MANHOLE
- CLEAN OUT
- ⊕ ELECTRIC TRANSFORMER
- ⊕ UTILITY POLE
- ⊕ LIGHT POLE
- GUY WIRE
- BOLLARD
- HANDICAP PARKING
- GAS LINE
- UNDERGROUND ELECTRIC
- FENCE
- OVERHEAD WIRE

CVS PHARMACY
TMS #25705-07-020

Book 1135-1528
2005/12/21 12:00:00 12:31:41 223
Fee \$10.00 County Tax \$0.00 State Tax \$0.00



LOT 5 LEGAL DESCRIPTION

COMMENCING AT A (5) REBAR (FOUND) AT THE INTERSECTION OF THE NORTHWESTERN MARSH OF THE RIGHT-OF-WAY OF CLEMSON ROAD (S-40-52) AND THE NORTHERN MARSH OF THE RIGHT-OF-WAY OF SPARKLEBERRY CROSSING (PRIVATELY MAINTAINED); THENCE WITH THE NORTHWESTERN MARSH OF THE RIGHT-OF-WAY OF CLEMSON ROAD SOUTH 89°10'50" WEST, A DISTANCE OF 150.08 FEET TO A (5) REBAR (FOUND) SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING WITH SAID RIGHT-OF-WAY THE FOLLOWING TWO COURSES AND DISTANCES, SOUTH 39°11'21" WEST, A DISTANCE OF 65.16 FEET TO A 1/2" PIPE AT A POINT OF CURVE OF 174.48 FEET, HAVING A CHORD LENGTH 174.48 FEET AND A BEARING OF SOUTH 37°29'52" WEST; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 0°24'48", A DISTANCE OF 174.48 FEET TO A 5/8" PIPE AT THE INTERSECTION OF THE COMMON LINE WITH CVS PHARMACY; THENCE NORTH 80°38'2" WEST, A DISTANCE OF 100.40 FEET TO A 5/8" PIPE AT THE INTERSECTION WITH THE COMMON LINE WITH LOT 4 SPARKLEBERRY CROSSING; THENCE WITH SAID COMMON LINE NORTH 21°28'53" WEST, A DISTANCE OF 36.35 FEET TO A (5) REBAR (FOUND) AT THE INTERSECTION WITH THE COMMON LINE WITH A DETENTION POND; THENCE WITH SAID COMMON LINE THE FOLLOWING TWO COURSES AND DISTANCES, NORTH 64°11'21" EAST, A DISTANCE OF 23.61 FEET TO A (5) REBAR (FOUND); THENCE NORTH 39°11'21" EAST, A DISTANCE OF 246.92 FEET TO A (5) REBAR (FOUND) AT THE INTERSECTION WITH THE SOUTHERLY MARSH OF THE RIGHT-OF-WAY OF SPARKLEBERRY CROSSING; THENCE WITH SAID RIGHT-OF-WAY THE FOLLOWING TWO COURSES AND DISTANCES, SOUTH 50°48'39" EAST, A DISTANCE OF 165.62 FEET TO A (5) REBAR (FOUND); THENCE SOUTH 05°48'39" EAST, A DISTANCE OF 60.01 FEET TO THE POINT OF BEGINNING.

GRAPHIC SCALE



1 inch = 30 ft

NOTES:

1. TAX MAP #25705-07-29
2. BOUNDARY SURVEY IS BASED ON EXISTING PHYSICAL EVIDENCE AND EXISTING CONDITIONS OBSERVED ON DATE OF SURVEY.
3. EASEMENT LOCATIONS SHOWN ARE APPROXIMATE.
4. ALL PROPERTY CORNERS ARE (5) REBAR SET UNLESS NOTED OTHERWISE.
5. TOTAL PARKING SPACES = 66 INCLUDING 4 HANDICAP SPACES.
6. THIS PROPERTY IS ZONED "C-3" EXCEPT AS NOTED.



DATE: DECEMBER 20, 2005
PREPARED FOR

SPARKLEBERRY CROSSING BUILDING TWO, LLC
NEAR COLUMBIA, RICH AND DOUNTY, SOUTH CAROLINA

ALTA/ACSM LAND TITLE SURVEY
OF
LOT 5 SPARKLEBERRY CROSSING



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-024 A Thirteenth 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 \$117,000,000 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

FUNDING SOURCE & ORIGINAL BUDGET:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship, Provide high quality municipal services

ATTACHMENTS:

- **#a:** 2019-024 13th Supp 2019 Water-Sewer Bonds (PDF)

CITY OF COLUMBIA, SOUTH CAROLINA

ORDINANCE NO.: 2019-024

A THIRTEENTH 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 \$117,000,000, 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: _____, 2019

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 Thirteenth 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 Thirteenth 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 \$8,770,000 is outstanding as of the date of this Thirteenth 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 \$29,835,000 is outstanding as of the date of this Thirteenth 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 are outstanding as of the date of this Thirteenth 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 \$66,615,000 is outstanding as of the date of this Thirteenth 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 \$59,740,000 is outstanding as of the date of this Thirteenth 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 \$144,675,000 is outstanding as of the date of this Thirteenth Supplemental Ordinance.

“Bonds of 2018” shall mean the original principal amount \$87,340,000 City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2018, dated June 21, 2018, of which \$86,425,000 is outstanding as of the date of this Thirteenth 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 Thirteenth 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 Thirteenth 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.

“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, 2019, 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 \$117,000,000, 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 Thirteenth Supplemental Ordinance, the Bonds of 2009, the Bonds of 2010, the Bonds of 2011A, the Bonds of 2012, the Bonds of 2013, the Bonds of 2016A, the Bonds of 2016B and the Bonds of 2018.

“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.

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

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

“Value” or “Values” means, if a Surety 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 Thirteenth 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; (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; (vi) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Twelfth Supplemental Ordinance for the payment and security of the Bonds of 2018; and (vi) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and this Thirteenth 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 \$98,000,000 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 \$117,000,000, 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 \$117,000,000 in accordance with the Ordinance, the Act, and this Thirteenth 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 \$117,000,000. 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 Thirteenth Supplemental Ordinance.

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

IT IS HEREBY CERTIFIED that the following are true and correct copies of the respective approving opinions of Burr & Forman LLP d/b/a Burr Forman McNair, 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 Thirteenth 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 Thirteenth 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 Thirteenth 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 each such Bond Purchase Agreement by the Underwriters, the Mayor and the City Manager, or either of them acting alone, shall further determine that the respective Bond Purchase Agreement is fair and reasonable and in the best interest of the City; that the related Series of New Bonds shall be sold to the Underwriters upon the terms and conditions set forth in such Bond Purchase Agreements and upon the basis of the representations therein set forth, and that all conditions precedent to or concurrent with the acceptance of the Bond Purchase Agreements by the City have been met. The Council hereby approves the form of Bond Purchase Agreement attached hereto as Exhibit B, together with such amendments and modifications to the form thereof as the Mayor and the City Manager, or either of them acting alone, shall negotiate and approve, and authorizes and directs the Mayor and the City Manager, or either of them acting alone, to execute the Bond Purchase Agreements, as so modified and amended, and deliver such executed Bond Purchase Agreements to the Underwriters, such person's execution and delivery of the Bond Purchase Agreements constituting conclusive evidence of his approval of the matters therein contained.

(c) The Council hereby ratifies and approves the form of Preliminary Official Statement relating to the New Bonds, in substantially the form attached hereto as Exhibit C, together with such amendments and modifications to the form thereof (the "Preliminary Official Statement") as the Mayor and the City Manager, or either of them acting alone, shall negotiate and approve. The Mayor and the City Manager, or either of them acting alone, is hereby authorized to "deem final" one or more Preliminary Official Statements related to the New Bonds for purposes of

complying with the requirements set forth in Rule 15c2-12 of the Securities and Exchange Commission, promulgated under the Securities Exchange Act of 1934, as amended.

(d) The Council hereby authorizes one or more Final Official Statements of the City to be dated of even date with the execution and delivery of the Bond Purchase Agreement relating to the New Bonds, substantially in the form of the Preliminary Official Statement presented at this meeting, with such modifications as the Mayor and the City Manager, or either of them acting alone, approve, as well as any amendments or supplements thereto dated the date thereof (as so amended and supplemented, the “Final Official Statement”); the Mayor and the City Manager, or either of them acting alone, is hereby authorized and directed to execute copies of the Final Official Statement and deliver the same to the Underwriters, which execution and delivery shall be conclusive evidence of the approval of any such modifications; and the City hereby authorizes the use of the Preliminary Official Statement, the Final Official Statement, the Ordinance (including this Thirteenth 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 Thirteenth Supplemental Ordinance shall be filed with the minutes of the meeting at which this Thirteenth 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 Thirteenth 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 federal income tax purposes (the "Tax Exempt Bonds") that it will not take any action which will, or fail to take any action which failure will, cause interest on the Tax Exempt Bonds to become includable in the gross income of the Holders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Tax Exempt Bonds. The City further covenants and agrees with the Holders of the Tax Exempt Bonds that no use of the proceeds of the Tax Exempt Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Tax Exempt Bonds would have caused the Tax Exempt Bonds to be "arbitrage bonds," as defined in the Code; and to that end the City hereby shall:

(a) comply with the applicable provisions of Sections 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as any of the Tax Exempt Bonds are Outstanding;

(b) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and

(c) make such reports of such information at the times and places required by the Code.

This Ordinance shall constitute the City's declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the City from a portion of the proceeds of the Tax Exempt Bonds or other tax-exempt bonds issued by the City for such purposes (the "Reimbursement Bonds") for expenditures it anticipates incurring (the "Expenditures") with respect to the New Projects prior to the issuance of the Reimbursement Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (1) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Code) under general federal income tax principles; or (2) certain *de minimis* or preliminary expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. The source of funds for the Expenditures with respect to the acquisition of the New Projects will be the City's water and sewer fund. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such project was placed in service, but in no event more than three (3) years after the original Expenditures.

Section 15. Continuing Disclosure.

(a) The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement in the form attached hereto as Exhibit D (the "Continuing Disclosure Agreement") with such changes as may be approved by the Mayor and the City Manager, or either of them acting alone, upon advice of counsel. Notwithstanding any other provision of the Ordinance or this Thirteenth 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 Thirteenth 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 Thirteenth 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 2012, the Bonds of 2013, the Bonds of 2016A, the Bonds of 2016B, the Bonds of 2018 and the New Bonds, by their acceptance thereof, have or are deemed to have consented to the amendments set forth in the Ninth Supplemental Ordinance. The Holders of the Bonds of 2016A, the Bonds of 2016B, the Bonds of 2018 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 Holders of the Bonds of 2018 and the New Bonds, by their acceptance thereof, have or are deemed to have consented to the amendments set forth in the Twelfth Supplemental Ordinance.

Section 17. Further Actions.

The Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services, the City Clerk and the City Attorney are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate issuance and sale of the New Bonds pursuant to the Bond Purchase Agreement, to elect to purchase the Surety Bonds and to carry out the intentions of this Thirteenth 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 Thirteenth Supplemental Ordinance.

Section 19. Notices.

All notices, certificates or other communications hereunder or under the Ordinance shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, or given when dispatched by telegram addressed as follows:

If to the City:

City of Columbia
1737 Main Street
Columbia, South Carolina 29217-0147
Attention: City Manager

The City, the Registrar, the Paying Agent, the Custodian 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 Thirteenth Supplemental Ordinance are hereby repealed to the extent of such inconsistency.

Section 21. Effective Date.

This Thirteenth 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 ____, 2019.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading: _____, 2019
Date of Second Reading: _____, 2019

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, 2019

(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 (the "State"), 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 Thirteenth Supplemental Ordinance No. 2019-___ of the Council enacted on _____, 2019 (the "Thirteenth Supplemental Ordinance," and together with the General Bond Ordinance, the "Bond Ordinance"), under the Act which Bond Ordinance has been duly codified and indexed as prescribed by law.

The Bond Ordinance contains provisions defining terms, including the properties comprising the System; sets forth the revenues pledged for the payment of the principal of and interest on this Bond and the Bonds of other series which may hereafter be issued on a parity herewith under the Bond Ordinance; sets forth the nature, extent and manner of enforcement of the security of this Bond and of such pledge, and the rights and remedies of the holder hereof with respect thereto; sets forth the terms and conditions upon which and the extent to which the Bond Ordinance may be altered, modified and amended; sets forth the terms and conditions upon which this Bond is issued upon which other bonds may be hereinafter issued payable as to principal, premium, if any, and interest on a parity with this Bond and equally and ratably secured herewith; sets forth the rights, duties and obligations of the City thereunder; and sets forth the terms and conditions upon which the pledge made in the Bond Ordinance for the security of this Bond and upon which the covenants, agreements and other obligations of the City made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth in the Bond Ordinance. Reference is hereby made to the Bond Ordinance to all of the provisions of which any holder of this Bond by the acceptance hereof thereby assents. The provisions of the General Bond Ordinance pertaining to (1) the definitions of “Debt Service,” “Expenses of Operating and Maintaining the System” and “Maximum Debt Service”, (2) the additional bonds’ test (including the calculation of interest on Variable Rate Bonds for purposes thereof), (3) the rate covenant, (4) the ability of underwriters, purchasers or bond insurers to assent to amendments to the General Bond Ordinance, and (5) the Contingent Fund and Depreciation Fund, have been amended by Supplemental Ordinances to the General Bond Ordinance. The provisions of the Act and the Bond Ordinance shall be a contract with the holder of this Bond.

This Bond and the series of Bonds of which it is one and the interest thereon are special obligations of the City and are secured by and payable solely from, and secured equally and ratably by a pledge of and lien upon, the Net Revenues (as defined in the General Bond Ordinance) derived by the City from the System; and on a parity with the Bonds of 2009, the Bonds of 2010, the Bonds of 2011A, the Bonds of 2012, the Bonds of 2013, the Bonds of 2016A, the Bonds of 2016B and the Bonds of 2018 (as such terms are defined in the Thirteenth 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>Redemption</u>
<u>Redeemed (both dates inclusive)</u>	<u>Prices</u>

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 Thirteenth 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 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>
-------------	-------------------------

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

This Bond is transferable, as provided in the Bond Ordinance, only upon the books of the City kept for that purpose at the principal office of the Registrar by the registered owner in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, rate of interest and maturity shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance. The City, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption premium, if any, hereof and interest due hereon and for all other purposes.

To the extent and in the manner permitted by the terms of the Bond Ordinance, the provisions of this Bond or of the Bond Ordinance, or any ordinance amendatory thereof or supplemental thereto, may be amended or modified by the City with the written consent of the holders of at least sixty-six and two-thirds percent (66-2/3%) in principal amount of the Bonds of the series of which this Bond is one then outstanding under the Bond Ordinance (including the Bonds of the series of which this Bond is one); provided, that no such amendment or modification shall permit a change in the date of maturity of any installment of principal hereof or date of optional or mandatory redemption of any Bond or the date of payment of interest thereon or a

reduction in the principal amount or redemption price thereof or rate of interest thereon without the consent of the holder of each such Bond affected thereby, or shall reduce the percentage of the principal amount of Bonds, the consent of the holders of which is required by the Bond Ordinance to effect such an amendment or modification.

Under the laws of the State, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and statutes of the State to exist, to happen and to be performed precedent to and in the issuance of this Bond, do exist, have happened and have been performed in due time, form and manner as required by law; that the series of which this Bond is a part does not exceed any constitutional or statutory limitation of indebtedness; and that provision has been made for the payment of the principal of and interest on this Bond and the series of which it is a part, as provided in the Bond Ordinance.

IN WITNESS WHEREOF, the City of Columbia, South Carolina, has caused this Bond to be executed in its name by the manual/facsimile signature of the Mayor of the City and attested by the manual/facsimile signature of the Clerk of the City under the seal of the City impressed, imprinted or reproduced hereon.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

(FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION)

This Bond is one of the Bonds described in the within-mentioned Bond Ordinance of City of Columbia, South Carolina.

_____,
Registrar

Dated: _____

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

(Authorized Officer)

Notice: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

Notice: The signature to the assignment must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the
entireties

Custodian _____
(Cust) (Minor)
under Uniform Gifts to
Minors Act _____
(State)

JT TEN - as joint tenants with
right of survivorship
and not as tenants in common

Additional abbreviations may also be used though not in above list.

CERTIFICATE

IT IS HEREBY CERTIFIED that the following are true and correct copies of the respective approving opinions of Burr & Forman LLP d/b/a Burr Forman McNair, 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)

Maturity
(February 1)

Principal
Amount

Interest
Rate

CUSIP
Number

EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

PURCHASE CONTRACT

[\$Bond Amount]
CITY OF COLUMBIA, SOUTH CAROLINA
WATERWORKS AND SEWER SYSTEM REVENUE BONDS
SERIES 2019

[Pricing Date], 2019

The Honorable Mayor and Members of City Council
 City of Columbia
 1737 Main Street
 Columbia, South Carolina 29201

The undersigned, PNC Capital Markets, LLC and Raymond James & Associates, Inc., on behalf of themselves and as representatives of Siebert Cisneros Shank & Co., L.L.C., as Underwriters (collectively, “**Underwriter**”), offers to enter into this Purchase Contract (“**Purchase Contract**”) with the City of Columbia, South Carolina (“**City**”), which, upon the acceptance of this offer and the execution of this Purchase Contract by the City, shall be in full force and effect in accordance with its terms and shall be binding upon the City and the Underwriter. This offer is made subject to your acceptance of this Purchase Contract on or before 3:00 p.m. local (City of Columbia) time, on [Pricing Date], 2019, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to your office at any time prior to the acceptance hereof by you. All terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Preliminary Official Statement (defined below) or the Ordinance (defined below).

1. **Offer and Sale of Bonds.** Upon the terms and conditions and upon the basis of the representations and warranties hereinafter set forth, the Underwriter hereby agrees to purchase from the City aggregate principal amount \$[Bond Amount] City’s Waterworks and Sewer System Revenue Bonds, Series 2019 (“**Bonds**”), and the City hereby agrees to sell to the Underwriter all (but not less than all) of the Bonds.

The purchase price for the Bonds shall be \$[] (representing the par amount of the Bonds less an Underwriter’s discount of \$[], [plus] [minus] aggregate net original issue [premium] [discount] of \$[]). The Underwriter may change the offering prices of the Bonds at any time and from time to time.

2. **Authorization and Purpose.** The Bonds shall be authorized and issued pursuant to the following: (i) Title 6, Chapter 17, 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 Thirteenth Supplemental Ordinance No. 2019-[Ordinance Number], enacted by the City Council on [Ordinance Date], 2019 (together with “**Bond Ordinance**,” as so amended and supplemented, “**Ordinance**”).

Proceeds of the Bonds will be used to (i) fund the improvements, extensions and enlargements to the Waterworks and Sewer System of the City (“**System**”), 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.

The Bonds, including the interest thereon, are payable solely from the Net Revenues of the Waterworks and the System and are secured by a pledge of and lien on the Net Revenues thereof. There will be no debt service reserve fund established for or funded with the proceeds of the Bonds.

3. **Official Statement.** The City has previously provided to the Underwriter copies of the Preliminary Official Statement with respect to the Bonds, dated [], 2019 (“**Preliminary Official Statement**”). As of its date, the Preliminary Official Statement has been “deemed final” by the City for purposes of Rule 15c2-12(b)(1) (“**Rule**”) under the Securities Exchange Act of 1934, as amended (“**1934 Act**”) except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds and delivery dates of the Bonds. Within seven business days of the date hereof and, in any event, in sufficient time to accompany confirmations requesting payment from customers, the City agrees to supply to the Underwriter a final Official Statement executed by the City (“**Official Statement**”) and in a sufficient quantity to comply with Rule and the rules of the Municipal Securities Rulemaking Board (“MSRB”) and to ensure a copy of the Official Statement is placed on <http://emma.msrb.org/> in such a way as to assist the Underwriter in complying with MSRB Rule G-32. The City hereby consents to and ratifies the use by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the public offering of the Bonds.

4. **Offering.** The Underwriter intends to make an initial bona fide public offering of all the Bonds at not in excess of the public offering price or prices (nor lower than the yield or yields) set forth in Exhibit A hereto and may subsequently change such offering price or prices (or yield or yields) without any requirement of prior notice to the City. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others, as stated in Paragraph 1 above, at prices lower than the public offering price or prices stated.

5. **Representations and Warranties of the City.** The City hereby represents and warrants to the Underwriter that:

(a) The City is a municipal corporation existing under the laws of the State of South Carolina.

(b) The City is authorized by the laws of the State of South Carolina, including particularly the Enabling Act, to enact the Ordinance, to issue the Bonds, to enter into this Purchase Contract and to secure the Bonds in the manner contemplated by the Ordinance.

(c) The City has full power and authority to consummate the transactions contemplated by this Purchase Contract, the Bonds, the Ordinance, the Official Statement and as otherwise set forth herein.

(d) The Official Statement, as of its date, will be a final official statement as such term is defined in the Rule.

(e) The City has duly approved and authorized the distribution and use of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement; the City has delivered the Preliminary Official Statement to the Underwriter, and, as of its date, the City deemed the

Preliminary Official Statement to be final for the purpose of the Rule except for the offering prices, interest rates, selling commissions, aggregate principal amounts, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds and delivery dates of the Bonds; the City has reviewed the Preliminary Official Statement and, except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds, delivery date of the Bonds, and the information relating to DTC and its affiliates and the book-entry only system of registration and transfer and related information under the caption “THE 2019 BONDS—Book-Entry-Only System”, the over-allotment or stabilizing language on the inside front cover and the information relating to or provided by the Underwriter under the caption “MISCELLANEOUS – Underwriting” (collectively, “**Excluded Information**”), nothing has come to the City’s attention that would cause the City to believe the information contained in the Preliminary Official Statement is not true and correct in all material respects or contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made in the Preliminary Official Statement, in light of the circumstances under which they were made, misleading; and as of its date and the Closing Date, the information to be contained in the Official Statement, except for the Excluded Information, will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Official Statement, in light of the circumstances under which they are to be made, misleading.

(f) The City has duly enacted the Ordinance and duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth herein, in the Ordinance and in the Official Statement; (ii) the approval of the Official Statement and the execution of the Official Statement by a duly authorized official; (iii) the application of the proceeds of the Bonds for the purposes described in the Official Statement; and (iv) the execution, delivery and receipt of this Purchase Contract, the Bonds and any and all such other agreements and documents as may be required to be executed, delivered, and received by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement.

(g) The Bonds, when issued, delivered and paid for as herein and in the Ordinance provided, will have been duly authorized, executed, issued and delivered and will constitute limited obligations of the City entitled to the benefits and security of the Ordinance. The Bonds and the interest thereon do not constitute an indebtedness of the City within the meaning of any provision, limitation or restriction of the South Carolina Constitution (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing indebtedness payable solely from a revenue-producing project not involving revenues from any tax or license) or the laws of the State of South Carolina and are payable by the City solely from the Net Revenues of the System.

(h) The City, immediately after the Closing, will apply the proceeds from the sale of the Bonds as described in the Ordinance and the Preliminary Official Statement, and as more fully described in the certificates delivered at the Closing. The City will not knowingly take or omit to take any action, which action or omission will, in any way, cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Ordinance or would cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

(i) Except as stated in the Preliminary Official Statement or the Official Statement, there is no action, suit, hearing, proceeding, inquiry or investigation at law or in equity or before or by any court, public board, agency or body pending or, to the best of the City’s knowledge, threatened in writing against or directly affecting the City contesting the due organization and valid existence of the City or wherein an unfavorable decision, ruling or finding would, in any way, adversely affect (i) the

transactions contemplated hereby or by the Official Statement or the validity or due enactment of the Ordinance or the validity, due authorization and execution of the Bonds, this Purchase Contract or any agreement or instrument related to the Bonds or the System to which the City is a party and which is used or contemplated hereby or by the Official Statement, (ii) the federal tax-exempt status of the interest on the Bonds, (iii) the exemption of interest on the Bonds from taxation in South Carolina as described in Paragraph 5(j) below, (iv) the organization, existence or powers of the City or the title of the Mayor or any of the members of the City Council or any officers of the City, or (v) the business, properties or assets or the condition, financial or otherwise, of the City.

(j) The execution and delivery by the City of the Official Statement, this Purchase Contract and the other documents related to the Bonds or the System contemplated hereby and by the Official Statement, and the enactment of the Ordinance and compliance with the provisions thereof do not and will not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree, order or any agreement, indenture, mortgage or lease by which it is or, on the date of Closing, will be bound, and this Purchase Contract constitutes a legally binding obligation of the City enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

(k) There is no legislation enacted or, to the best of the City's knowledge, pending, the effect of which would be to remove the exemption of the interest on the Bonds from any taxation under the laws of South Carolina, except inheritance or other transfer taxes and certain franchise taxes.

(l) The City has not been notified of any listing or proposed listing of disqualification by the Internal Revenue Service to the effect that the City is a bond issuer that may not certify its bonds.

(m) If, between the date of this Purchase Contract and the End of the Underwriting Period (hereinafter defined), any event shall occur to the knowledge of the undersigned which could reasonably cause or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (other than the Excluded Information), the City shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will at its own expense forthwith prepare and furnish to the Underwriter (1) a sufficient number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will supplement or amend the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at such time, not misleading, and (2) if such notification shall be subsequent to the Closing, such legal opinion, certification, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

For purposes of this Purchase Contract: the "End of the Underwriting Period" shall mean the later of (1) the close of business on the 25th calendar day (unless that day is a Saturday, Sunday, or banking holiday, in which case, it shall be close of business on the next business day) following the Closing Date, unless the City has been notified in writing by the Underwriter on or prior to the Closing Date that the "End of the Underwriting Period" (for purposes of the Rule) will not occur on the Closing Date and (2) the date on which notice is given to the City by the Underwriter in accordance with the following sentence. In the event that the Underwriter has given notice to the City pursuant to clause (1) that the "End of the Underwriting Period" (for purposes of the Rule) will not occur on the Closing Date,

the Underwriter agrees to notify the City in writing as soon as practicable of the “End of the Underwriting Period” (for purposes of the Rule).

(m) Between the time of the City’s acceptance hereof and the Closing, the City will not have executed or issued any bonds or notes or incurred any other obligations for borrowed money, in each case, which are payable from, or secured by a pledge of, the Net Revenues of the System on a parity with the pledge thereof securing the Bonds, and there will not have been any adverse change of a material nature in the financial position, method of operation, or personnel of the System.

(n) Except as otherwise disclosed in the Preliminary Official Statement, the City is in material compliance with the City’s undertakings, as provided under the Rule and, to the City’s knowledge, the Securities and Exchange Commission’s (“SEC”) order dated August 24, 2016 (SEC Release No. 33-10143).

6. **Closing.** At 10:00 a.m., local (City of Columbia) time, on [Closing Date], 2019, or at such other time or such other date as shall have been agreed upon by the City and Underwriter, the City will deliver, or cause to be delivered, to the Underwriter the Bonds, in fully registered form, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds to the City in Federal or other immediately available funds. Time shall be of the essence, and delivery at the time and place specified pursuant to this Purchase Contract is a further condition to the obligations of the Underwriter hereunder.

Payment and delivery of the Bonds as aforesaid shall be made at the offices of the City, or at such other place as the City and the Underwriter agree upon, provided, however, that the Bonds will be physically delivered to DTC in New York, New York, or pursuant to arrangements with DTC, to Regions Bank, as registrar (“**Registrar**”) under the terms of a “FAST” closing. Such payment and delivery is herein called the “Closing.” The Bonds will be delivered as fully registered Bonds in book-entry form, in the form of one certificate per maturity and registered in the name of “Cede & Co.” At the direction of the City, the Registrar shall release or authorize the release of the Bonds at the Closing to the Underwriter upon receipt of payment for the Bonds as aforesaid. In addition, the City and the Underwriter agree that there shall be a preliminary closing on June 20, 2019, or on such other date agreed upon by the City and the Underwriter.

7. **Closing Conditions.** The Underwriter’s obligation to purchase the Bonds at the Closing is subject to the following conditions which must be performed in a timely fashion as set forth herein: (i) the performance by the City of its obligations to be performed hereunder and (ii) the following conditions, including the delivery by the City of such documents as are enumerated herein in form and substance reasonably satisfactory to the Underwriter:

(a) At the time of Closing, (i) the Official Statement shall not have been amended, modified or supplemented except as may be agreed to by the Underwriter, and the Ordinance shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, (ii) the proceeds of the sale of the Bonds shall be applied as described in the Official Statement, (iii) all official action of the City related to the Bonds shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, and (iv) the City shall have duly enacted and there shall be in full force and effect such proceedings as, in the opinion of Burr & Forman LLP d/b/a Burr Forman McNair and Johnson, Toal & Battiste, P.A., as co-bond counsel (“**Bond Counsel**”), shall be necessary in connection with the transactions contemplated hereby.

(b) The Underwriter shall have the right to cancel its obligation to purchase the Bonds (and such cancellation shall not constitute a default hereunder by the Underwriter) if between the date hereof and the Closing:

(i) legislation shall be enacted or be actively considered for enactment by the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by a committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the IRS or other governmental agency shall be made or proposed to be made with respect to federal taxation upon revenues or other income of the general character to be derived by the City or by any similar body, or upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired that have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated in connection herewith, that, in the opinion of the Underwriter, materially and adversely affects the market price of the Bonds or the market price generally of obligations of the general character of the Bonds;

(ii) any legislation, ordinance or regulation shall be enacted or be actively considered for enactment by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered that, in the opinion of the Underwriter, materially and adversely affects the market price of the Bonds;

(iii) any action shall have been taken by the SEC that would require the registration of the Bonds under the Securities Act of 1933, as amended (“**1933 Act**”), or the qualification of the Ordinance under the Trust Indenture Act of 1939, as amended, or it appears that the Underwriter, by selling the Bonds, would subject itself to liability under the 1933 Act, the 1934 Act or any blue sky law;

(iv) any event shall have occurred or shall exist that, in the opinion of the Underwriter, either (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement, or (ii) is not reflected in the Official Statement and should be reflected therein in order to make the statements and information contained therein not misleading in any material respect;

(v) there shall have occurred any outbreak of, or escalation in, hostilities or other national or international calamity or crisis or a financial crisis, including, but not limited to, the United States engaging in hostilities, or a Declaration of War or a national emergency by the United States on or after the date hereof which, in the sole opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Bonds;

(vi) trading shall be suspended, or new or additional trading or loan restrictions shall be imposed, by the New York Stock Exchange or other national securities exchange or governmental authority with respect to obligations of the general character of the Bonds or a general banking moratorium shall be declared by federal, South Carolina or New York authorities;

(vi) there shall have occurred any change in the financial condition or affairs of the City or the System the effect of which is, in the sole judgment of the Underwriter, so material and adverse as to make it impracticable or inadvisable to proceed with the offering or delivery of the Bonds on the terms and in the manner contemplated by the Official Statement;

(vii) either of the ratings of the Bonds shall have been downgraded, or withdrawn, or becomes the subject of a published negative credit watch, which in the Underwriter's sole opinion, materially adversely affects the market price of the Bonds;

(viii) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Bonds or in any way contesting or questioning any authority for or the validity of the Bonds or the money or revenues pledged to the payment thereof or any of the proceedings of the City taken with respect to the issuance and sale thereof;

(ix) the "blue sky" or securities commission of any state in the United States has withheld registration, exemption, or clearance of the offering of the Bonds, and, in the sole opinion of the Underwriter, the effect of the withholding will materially and adversely affect the market price or marketability of the Bonds;

(x) the purchase of and payment for the Bonds by the Underwriter, or their resale or reoffering by the Underwriter, on the terms and conditions contemplated by this Purchase Contract and the Official Statement, is prohibited by any applicable law or governmental regulation or by order of any court, government authority, board, agency, or commission or would subject the Underwriter to liability under the 1933 Act, the 1934 Act, common law or otherwise;

(xi) additional material restrictions not in force on the date of this Purchase Contract have been imposed on trading in securities generally or by a governmental authority or Financial Industry Regulatory Authority, Inc.; or

(xii) there shall have occurred any event other than those listed above, the effect of which is, in the reasonable and exclusive judgment of the Underwriter, material and adverse to make it impractical or inadvisable to proceed with the offering of the Bonds on the terms and in the manner contemplated by the Official Statement.

(c) At the time of Closing, the City shall have duly adopted all proceedings required by the Enabling Act and all other applicable laws and regulations, State or federal, necessary to enable Bond Counsel to deliver an unqualified opinion with respect to due authorization, execution and delivery of the Bonds.

(d) The Underwriter shall have received, within a sufficient time period for such Official Statements to accompany confirmations delivered by the Underwriter to potential investors in accordance with the Rules of the MSRB but in no event later than seven business days following the date hereof, a quantity of Official Statements adequate to enable the Underwriter to meet the continuing obligations imposed on it by the Rule.

(e) At or prior to the Closing, the Underwriter shall receive one executed original of the following documents, unless otherwise indicated:

(i)(A) the unqualified approving opinions of Co-Bond Counsel each dated the date of Closing, addressed to the City in substantially the forms of Appendix “D” of the Official Statement, and (B) supplemental opinions of Bond Counsel, each dated the date of Closing and addressed to the Underwriter, in substantially the forms set forth in Exhibit B attached hereto;

(ii) a certificate of the City, dated the date of Closing signed by an official of the City, in substantially the form attached hereto as Exhibit C;

(iii) a specimen of the Bonds;

(iv) an opinion of Teresa A. Knox, Esquire, City Attorney, addressed to the City and the Underwriter, dated the date of Closing in substantially the form attached hereto as Exhibit D;

(v) evidence satisfactory to the Underwriter that the Bonds have been rated “[Aa1]” by Moody’s Investors Service, Inc. (“Moody’s”) and “[AA+]” by S&P Global Ratings (“S&P”);

(vi) a certified copy of the Ordinance;

(vii) a copy of the Official Statement executed on behalf of the City by a duly authorized official of the City;

(viii) an executed copy of the Disclosure Dissemination Agent Agreement dated the date of Closing, between the City and Digital Assurance Certification, L.L.C.;

(ix) the opinions of Parker Poe Adams & Bernstein LLP and the Starkes Law Firm, LLC, Co-Counsel to the Underwriter, addressed to the Underwriter and dated the date of Closing in substantially the forms attached hereto as Exhibit E;

(x) the opinion of Nexsen Pruet, LLC, special environmental counsel to the City, addressed to the Underwriter and Co-Counsel to the Underwriter, dated the date of Closing in substantially the forms attached hereto as Exhibit F; and

(xi) other certificates of the City or information of the City contained in certificates listed in the Closing Memorandum to be approved by counsel to the City and Co-Bond Counsel, and such additional opinions, as Bond Counsel may reasonably request to evidence (A) compliance by the City with legal requirements, (B) the truth and accuracy, as of the time of Closing, of the respective representations of the City contained herein and (C) the due performance or satisfaction by the City at or prior to such time, of all agreements then to be performed and of all conditions then to be satisfied by the City.

If the City shall be unable to satisfy the conditions or the obligations contained in this Purchase Contract, or if the obligation of the Underwriter to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Purchase Contract or, at the election of the City, if the Closing shall not occur by the end of business on [Closing Date], 2019, or such alternative date as the parties may mutually establish, this Purchase Contract shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations to pay expenses to the extent applicable, as provided in Paragraph 13 hereof, shall continue in full force and effect.

The delivery of any certificate that is required to be delivered in accordance with this Purchase Contract shall be deemed to have been made if the terms of that certificate are included to the satisfaction of the Underwriter within any one certificate or any number of other certificates delivered or caused to be delivered by the party responsible for delivery.

8. **Issue Price Certificate.** At the Closing, contemporaneously with the receipt of the Bonds, the Underwriter will deliver to the City a receipt therefor and a certificate as to issue price of the Bonds confirming their reasonable expectations regarding the representations set forth in Paragraph number 4 hereof and as to such other matters reasonable required in order to enable Burr & Forman LLP d/b/a Burr Forman McNair, as Bond Counsel, to render an opinion as to the exclusion from gross income for federal income tax purposes of interest on the Bonds.

9. **Opinions of Bond Counsel.** The City will furnish to the Underwriter a reasonable supply of copies of the opinions of Bond Counsel to accompany delivery of the Bonds.

10. **Annual Audits.** The City agrees to furnish to the Underwriter, upon reasonable request during the life of the outstanding Bonds, a copy of each annual audit report for the System issued by the City from time to time.

11. **Mutual Performance.** The obligations of the City hereunder are subject to the performance by the Underwriter of its obligations hereunder.

12. **Survival of City's Representations, Warranties and Agreements.** All representations, warranties and agreements of the City hereunder shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter and shall survive delivery and payment of the Bonds.

13. **Payment of Expenses.** If the Bonds are sold to the Underwriter by the City, the City shall pay, out of the proceeds of the Bonds, any expenses incident to the performance of its obligations hereunder including but not limited to: (a) the costs of the preparation of the Preliminary Official Statement and Official Statement for the Bonds, including the costs of all proofs and production of final proof, together with the number of copies which the Underwriter deems reasonable and the costs of delivery of the Preliminary Official Statement and Official Statement; (b) the cost of the preparation, printing and delivery of the Bonds in fully-registered form; (c) the fees and disbursements of Bond Counsel, Co-Counsel to the Underwriter and any other experts or consultants retained by the City, including the City's Attorney, financial advisor, independent engineers, accountants, consultants and the charges of Moody's and S&P; and (d) fees and costs of the Registrar/Paying Agent and Escrow Agent.

The Underwriter shall pay (a) all advertising expenses in connection with the public offering of the Bonds; (b) all expenses incurred by it in connection with its public offering and distribution of the Bonds, including, but not limited to, the fees and disbursements of any counsel retained by them (other than fees and disbursements of Co-Counsel to the Underwriter described in paragraph 13); and (c) the cost of preparing and printing the blue sky and legal investment memoranda and the disbursements for filing fees in connection with the aforesaid blue sky and legal investment memoranda.

14. **Covenants of the City.** The City agrees:

(a) To deliver promptly to the Underwriter such number of conformed copies of the Official Statement (and any amended or supplemented Official Statement) and the Ordinance as the Underwriter may reasonably request;

(b) Not to supplement or amend, or cause to be supplemented or amended, the Official Statement or the Ordinance from the date of this Purchase Contract through the End of the Underwriting Period, without the prior written consent of the Underwriter;

(c) Through the End of the Underwriting Period, to prepare any amendment or supplement to the Official Statement that may, in the judgment of the City or the Underwriter, be required so that the Official Statement as amended or supplemented will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(d) To advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(e) To cooperate with the Underwriter including furnishing such information, executing such instruments and taking such other action in cooperation with the Underwriter as may be required to qualify the Bonds for offering and sale under the “blue sky” or other laws of such jurisdictions as the Underwriter may designate; provided that in connection with such qualification the City shall not be obligated to take any action that would subject it to the general service of process in any state where it is not now subject;

(f) Not to take or omit to take any action, which action or omission will adversely affect the exemption from federal income taxation of interest on the Bonds under the Internal Revenue Code of 1986, as amended; and

(g) Not to take or omit to take any action which action or omission will in any way cause the proceeds of the Bonds to be applied in a manner contrary to that described in the Ordinance or the Official Statement.

15. **Notices.** Any notice or other communication to be given to the City under this Purchase Contract may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to PNC Capital Markets, 4720 Piedmont Row, Suite 200, Charlotte, NC 28210, Attention: David Fischer.

16. **Establishment of Issue Price.** The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached as Exhibit G, with modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Burr & Forman LLP d/b/a Burr Forman McNair, as Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

The City will treat the first price at which 10% of each maturity of the Bonds (“10% test”) is sold, on the sale date, to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the City the price or prices at which the Underwriter has sold, on the sale date, to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which Bonds of that maturity have been sold by the

Underwriter to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Contract by all parties.

17. ***Arm’s-Length Transaction.*** The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm’s-length commercial transaction between the City and the Underwriter, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the Underwriter has financial and other interests that differ from those of the City, and (v) the City has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

18. ***Parties in Interest.*** This Purchase Contract is made solely for the benefit of the City and the Underwriter (including any successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof, except that the representation, warranties, and agreements of the City contained in this Purchase Contract shall also be deemed to be for the benefit of the person or persons, if any, who control the Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act. Nothing in this Purchase Contract is intended or shall be construed to give any person, other than the persons referred to in this paragraph, any legal or equitable right, remedy or claim under or in respect of this Purchase Contract or any provision contained herein. All of the

representations, warranties and agreements of the City contained herein shall remain in full force and effect, regardless of (a) any investigation made by or on behalf of any Underwriter, (b) delivery of the Bonds and payment of amounts required hereunder by or for the City or (c) any termination of this Purchase Contract.

19. **Governing Law.** This Purchase Contract shall be governed by and construed in accordance with the laws of the State of South Carolina.

20. **Effectiveness; Counterpart Execution.** This Purchase Contract shall become effective upon your acceptance and execution hereof and may be executed in counterparts and such counterparts shall constitute one and the same instrument.

21. **No Liability.** Neither the Mayor or members of the City Council, nor any officer, agent, attorney or employee as such, in his or her individual capacity, past, present or future of the City, either directly or through the City, shall be charged personally by the Underwriter with any liability, or held liable to such Underwriter under any term or provision of this Purchase Contract or because of its execution or contemplated execution, or because of any breach or attempted or alleged breach thereof. It is expressly agreed and understood that the obligations of the City under this Purchase Contract are solely corporate obligations and that no personal liability whatsoever shall attach to, or be incurred by, any past, present or future officer, agent, attorney or employee thereof. All personal liability of any character against every such past, present or future officer, agent, attorney and employee of the City is, by the execution of this Purchase Contract and as a condition of, and as part of the consideration for, the execution of this Purchase Contract, expressly waived and released. The immunity of the past, present or future officers, agents, attorneys and employees of the City under the provision contained in this Section shall survive the termination of this Purchase Contract.

[ONE SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Very truly yours,

By: PNC CAPITAL MARKETS, LLC and Raymond
James & Associates, Inc., on behalf of themselves and
as representatives of Siebert Cisneros Shank & Co.,
L.L.C.

By: _____

Its: _____

Accepted and Agreed to as
of the date first above written.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Its: _____

[SIGNATURE PAGE TO PURCHASE CONTRACT - REVENUE BONDS 2019]

EXHIBIT A

The Bonds shall mature on the dates and bear interest at the rates and shall be reoffered at the prices as set forth below:

MATURITY SCHEDULE

<u>MATURITY</u> <u>(FEB. 1)</u>	<u>AMOUNT(\$)</u>	<u>INTEREST</u> <u>RATE(%)</u>	<u>YIELD(%)</u>	<u>PRICE(%)</u>	<u>CUSIP</u>
2020					
2021					
2022					
2022					
2023					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2043					
2044					

\$[] []% Term Bond, Due [] [], 20[]; Yield: []%^C; Price []%^C; CUSIP: []

^CPriced to the call date of February 1, 202[9]

Redemption

Optional Redemption

[The Bonds maturing on or after February 1, 20[30], are subject to redemption prior to maturity on or after February 1, 20[29], 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 2019 Bonds being redeemed together with accrued interest to the date fixed for redemption.]

Mandatory Redemption

[The Bonds maturing on February 1, 20[] (“**Term Bonds**”), shall be subject to mandatory sinking fund redemption commencing February 1, 20[], [respectively], and will be redeemed (to the extent not previously redeemed) at 100% of the principal amount of the principal amount thereof to be redeemed, plus interest accrued to the redemption date, on February 1 of each of the following years in the respective principal amounts for each year specified below:]

<u>Year</u>	<u>Amount</u>
	\$
[†]	

[†]Final Maturity for \$ % Term Bond

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

EXHIBIT B

Form of Supplemental Bond Counsel Opinion

[Closing Date], 2019

PNC Capital Markets LLC
Charlotte, North Carolina

Raymond James & Associates, Inc.
Richmond, Virginia

Siebert Cisneros Shank & Co., L.L.C.
New York, New York

Re: \$[Bond Amount] Waterworks and Sewer System Revenue Bonds, Series 2019, of the City of Columbia, South Carolina

We have acted as bond counsel in connection with the issuance by the City of Columbia, South Carolina (“City”) of its \$[Bond Amount] original principal amount Waterworks and Sewer System Revenue Bonds, Series 2019 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(i)(B) of the Purchase Contract dated [Pricing Date], 2019 (“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 [Pricing Date], 2019 (“Official Statement”), relating to the Bonds; provided, however, that we have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version.
4. The General Bond Ordinance No. 93-43 enacted by City Council (“City Council”) of the City on May 21, 1993 (“General Ordinance”), as amended and supplemented, including as amended and supplemented particularly by the Thirteenth Supplemental Ordinance No. 2019-[Ordinance Number], enacted by the City Council on [Ordinance Date], 2019 (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 2019 BONDS” (other than the information under “Book-Entry-Only System”); “SECURITY FOR THE 2019 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 2019 BONDS—Book-Entry Only System,” as to which we express no opinion) are, to the extent indicated therein, accurate statements or summaries of the matters set forth or documents referred to therein, and fairly present the information purported to be shown, and the information under the heading “TAX EXEMPTION AND OTHER TAX MATTERS” is true and correct in all material respects.
4. The Ordinance and the Bonds conform as the form and tenor with the terms and provisions thereof as set out in the Official Statement.
5. All conditions precedent to the delivery of the Bonds contained in the Ordinance have been fulfilled.
6. The Bonds are presently exempt from registration under the Securities Act of 1933, as amended, and the Ordinance is presently exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

This opinion is rendered to and may be relied upon solely by the Underwriter and may not be relied upon by any other persons, firms or corporations.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Yours very truly,
Burr & Forman LLP

[Closing Date], 2019

PNC Capital Markets LLC
Charlotte, North Carolina

Raymond James & Associates, Inc.
Richmond, Virginia

Siebert Cisneros Shank & Co., L.L.C.
New York, New York

Re: \$[Bond Amount] Waterworks and Sewer System Revenue Bonds, Series 2019, of the City of Columbia, South Carolina

We have acted as bond counsel in connection with the issuance by the City of Columbia, South Carolina (“City”) of its \$[Bond Amount] original principal amount Waterworks and Sewer System Revenue Bonds, Series 2019 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(i)(B) of the Purchase Contract dated [Pricing Date], 2019 (“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 [Pricing Date], 2019 (“Official Statement”), relating to the Bonds; provided, however, that we have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version.
4. The General Bond Ordinance No. 93-43 enacted by City Council (“City Council”) of the City on May 21, 1993 (“General Ordinance”), as amended and supplemented, including as amended and supplemented particularly by the Thirteenth Supplemental Ordinance No. 2019-[Ordinance Number], enacted by the City Council on [Ordinance Date], 2019 (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 2019 BONDS” (other than the information under “Book-Entry-Only System”);

“SECURITY FOR THE 2019 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 2019 BONDS—Book-Entry Only System,” as to which we express no opinion) are, to the extent indicated therein, accurate statements or summaries of the matters set forth or documents referred to therein, and fairly present the information purported to be shown.

4. The Ordinance and the Bonds conform as the form and tenor with the terms and provisions thereof as set out in the Official Statement.

5. All conditions precedent to the delivery of the Bonds contained in the Ordinance have been fulfilled.

6. The Bonds are presently exempt from registration under the Securities Act of 1933, as amended, and the Ordinance is presently exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

This opinion is rendered to and may be relied upon solely by the Underwriter and may not be relied upon by any other persons, firms or corporations.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Yours very truly,
Johnson, Toal & Battiste, P.A.

EXHIBIT C

**GENERAL CERTIFICATE OF THE CITY OF COLUMBIA
REQUIRED BY SECTION 7(e)(ii) OF THE PURCHASE CONTRACT**

Pursuant to Section 7(e)(ii) of the Purchase Contract dated [Pricing Date], 2019 (“Purchase Contract”), between the City of Columbia, South Carolina (“City”) and PNC Capital Markets LLC and Raymond James & Associates, Inc., on behalf of themselves and as representatives of Siebert Cisneros Shank & Co., L.L.C., as underwriters (collectively “Underwriter”), the undersigned authorized representative of the City hereby certifies as follows:

1. The representations and warranties of the City in the Purchase Contract are true and correct in all material respects as of the date hereof.

2. There is no action, suit, hearing, proceeding, inquiry or investigation at law or in equity or before or by any court, public board, agency or body pending or, to the best of the City’s knowledge, threatened in writing against or directly affecting the City contesting the due organization and valid existence of the City or wherein an unfavorable decision, ruling or finding would, in any way, materially adversely affect (A) the transactions contemplated by the Purchase Contract or the Official Statement dated [Pricing Date], 2019 (“Official Statement”), relating to the aggregate principal amount \$[Bond Amount] City of Columbia, South Carolina Waterworks and Sewer System Revenue Bonds, Series 2019 (“Bonds”), or the validity, due authorization and execution of the Purchase Contract, the Disclosure Dissemination Agent Agreement dated [Closing Date], 2019, between the City and Digital Assurance Certification, L.L.C., or any agreement or instrument related to the Bonds to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated by the Purchase Contract or by the Official Statement, (B) the federal tax-exempt status of the interest component on the Bonds, (C) the exemption of the interest component on the Bonds from taxation as described in Paragraph 5(j) of the Purchase Contract, (D) the organization, existence or powers of the City or the title of the Mayor or any of the members of the City Council or any officers of the City except as set forth in the Official Statement, or (E) the business, properties or assets or the condition, financial or otherwise, of the City.

3. The information with respect to the City contained in the Official Statement, relating to the Bonds, is, as of its date, true and correct in all material respects. The information with respect to the City contained in the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, and there has not been any material adverse change in the financial condition or operations of the City since the date of the Official Statement which has not been brought to the attention of the Underwriter in writing prior to the date hereof.

4. To the best of the knowledge and belief of the City, the City reasonably expects as of the date hereof that the proceeds of the Bonds will be used as provided in the Official Statement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate in the name and on behalf of the City as of [Closing Date], 2019.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Manager

EXHIBIT D

[Form of Opinion of the City Attorney]

[Closing Date], 2019

PNC Capital Markets LLC
Charlotte, North Carolina

Raymond James & Associates, Inc.
Richmond, Virginia

Siebert Cisneros Shank & Co., L.L.C.
New York, New York

City of Columbia
Columbia, South Carolina

\$(Bond Amount)
City of Columbia, South Carolina
Waterworks and Sewer System Revenue Bonds
Series 2019

As City Attorney to the City of Columbia, South Carolina, a municipal corporation and political subdivision created pursuant to the laws of the State of South Carolina (“City”), I have considered the validity of the City’s \$(Bond Amount) original principal amount Waterworks and Sewer System Revenue Bonds, Series 2019 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(iv) of the Purchase Contract dated [Pricing Date], 2019 (“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 [Pricing Date], 2019 (“Official Statement”), relating to the Bonds, provided, however, that I have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version;
4. The General Bond Ordinance No. 93-43 enacted by City Council (“City Council”) of the City on May 21, 1993 (“General Ordinance”), as amended and supplemented, including as amended and supplemented particularly by the Thirteenth Supplemental Ordinance No. 2019-[Ordinance Number], enacted by the City Council on [Ordinance Date], 2019 (collectively, the “Ordinance”);
5. The Disclosure Dissemination Agent Agreement dated the date hereof between the City and Digital Assurance Certification, L.L.C. (“Disclosure Agreement” and with the Purchase Contract, “City Agreements”); and
6. Such other documents and instruments and proceedings of the City as I have deemed relevant.

As to questions of fact material to my opinion, I have relied upon representations and other certifications of officials of the City without undertaking to verify the same by independent investigation.

Based on the foregoing, I am of the opinion that as of this date:

1. The City is a political subdivision validly existing under the Constitution and laws of the State of South Carolina, and has all requisite power and authority (i) to enact and implement the Ordinance and to issue, sell and deliver the Bonds and (ii) to conduct its business as currently being conducted and as proposed to be conducted and as described in the Official Statement and to carry out the transactions contemplated by the Purchase Contract and the Official Statement.

2. Each of the City Agreements has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the applicable parties thereto, constitutes a legal, valid and binding agreement enforceable against the City in accordance with its terms (except that the enforceability thereof may be subject to the exercise of judicial discretion in accordance with general principles of equity and to bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable); provided, however, that no opinion is expressed as to the enforceability of the indemnity or choice of law provisions thereof.

3. The City has taken all action legally required of it to enact and to implement the Ordinance and to authorize the issuance, sale and delivery of the Bonds. The Ordinance has been duly enacted by the City Council.

4. To the best of my knowledge and after due inquiry, the City is not in default in any material respect under any material agreement or other instrument related to the Bonds or the System to which it is a party or by which it may be bound.

5. There are no consents, approvals or authorizations of the State of South Carolina or any local governmental authority required on the part of the City in connection with the enactment and implementation of the Ordinance and the execution and delivery of the Purchase Contract, provided, however, that there is no opinion given with respect to compliance with any state securities laws or "blue sky" laws of any jurisdiction.

6. To the best of my knowledge and after due inquiry and except as disclosed in the Official Statement, there are no proceedings or investigations pending or threatened in writing against the City in any court or before any governmental authority or arbitration board or tribunal, wherein an unfavorable decision, ruling or finding would in any way materially and adversely affect the transactions contemplated by the Purchase Contract and the Official Statement or which, in any way, would adversely affect the validity and enforceability of the Bonds, or any agreement or instrument related to the Bonds or the System to which the City is a party and which is used or contemplated by the foregoing.

7. To the best of my knowledge and after due inquiry, the City in all material respects has good and proper title to the System as described in the Official Statement.

8. None of the proceedings held or actions taken by the City with respect to the Ordinance, the City Agreements or the Bonds have been repealed, rescinded or revoked.

Very truly yours,

Teresa A. Knox
City Attorney

EXHIBIT E**Form of Underwriter's Counsel Opinion**

[Closing Date], 2019

PNC Capital Markets LLC
Charlotte, North Carolina

Raymond James & Associates, Inc.
Richmond, Virginia

Siebert Cisneros Shank & Co., L.L.C.
New York, New York

\$(Bond Amount)
City of Columbia, South Carolina
Waterworks and Sewer System Revenue Bonds
Series 2019

Ladies and Gentlemen:

We have acted as counsel to PNC Capital Markets, LLC and Raymond James & Associates, Inc., on behalf of themselves and as representatives of Siebert Cisneros Shank & Co., L.L.C., as underwriters (collectively "Underwriter") in connection with the purchase of the referenced bonds ("Bonds") pursuant to a Purchase Contract, dated [Pricing Date], 2019 ("Purchase Contract"), between the Underwriter and the City of Columbia, South Carolina ("City"). This opinion is delivered to you pursuant to Section 7(e)(ix) of the Purchase Contract. Each capitalized term not otherwise defined in this letter has the meaning assigned to that term in the Purchase Contract.

We have, as your counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such other documents, legal opinions, instruments or records, and have made such investigation of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed for the purpose of this opinion.

In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement, dated [Pricing Date], 2019 ("Official Statement"), and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as your counsel, we met in conferences with your representatives and representatives of the City, counsel to the City, Burr & Forman LLP and Johnson Toal & Battiste, P.A, as co-bond counsel, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in these conferences, and in reliance on these conferences and on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of you as the Underwriter on this matter, no information came to the attention of the attorneys in our firm rendering legal services in connection with your representation that caused us to believe that the Official Statement as of its date and as of the date of this letter (except for any financial and statistical data and forecasts,

numbers, estimates, assumptions and expressions of opinion, and information concerning The Depository Trust Company and the book-entry system for the Bonds contained or incorporated by reference in the Official Statement and its Appendices, which we expressly exclude from the scope of this sentence) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Furthermore, we are of the opinion that in connection with the offering and sale of the Bonds, the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and no indenture with respect to the Bonds is required to be qualified pursuant to the Trust Indenture Act of 1939, as amended.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinions expressed above are rendered solely for your benefit in connection with the issuance of the Bonds. These opinions may neither be relied on by you for any other purpose nor be furnished to, used, circulated, quoted or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinions expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

PARKER POE ADAMS & BERNSTEIN LLP

[Closing Date], 2019

PNC Capital Markets LLC
Charlotte, North Carolina

Raymond James & Associates, Inc.
Richmond, Virginia

Siebert Cisneros Shank & Co., L.L.C.
New York, New York

\$(Bond Amount)
City of Columbia, South Carolina
Waterworks and Sewer System Revenue Bonds
Series 2019

Ladies and Gentlemen:

We have acted as co-counsel to PNC Capital Markets LLC and Raymond James & Associates, Inc., on behalf of themselves and as representatives of Siebert Cisneros Shank & Co., L.L.C., as underwriters (collectively “Underwriter”) in connection with the purchase of the above referenced bonds (“Bonds”) pursuant to a Purchase Contract, dated [Pricing Date], 2019 (“Purchase Contract”), between the Underwriter and the City of Columbia, South Carolina (“City”). This opinion is delivered to you pursuant to Section 7(e)(ix) of the Purchase Contract. Each capitalized term not otherwise defined in this Letter has the meaning assigned to that term in the Purchase Contract.

We have, as your counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such other documents, legal opinions, instruments or records, and have made such investigation of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed for the purpose of this opinion.

In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement, dated [Pricing Date], 2019 (“Official Statement”), and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as your counsel, we met in conferences with your representatives and representatives of the City, counsel to the City, Burr & Forman LLP and Johnson, Toal & Battiste, P.A., as co-bond counsel, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in these conferences, and in reliance on these conferences and on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of you as the Underwriter on this matter, no information came to the attention of the attorneys in our firm rendering legal services in connection with your representation that caused us to believe that the Official Statement as of its date and as of the date of this letter (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning The Depository Trust Company and the book-entry system for the Bonds contained or incorporated by reference in the Official Statement and its Appendices, which we expressly exclude from the scope of this sentence) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the

statements therein, in the light of the circumstances under which they were made, not misleading.

Furthermore, we are of the opinion that in connection with the offering and sale of the Bonds, the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and no indenture with respect to the Bonds is required to be qualified pursuant to the Trust Indenture Act of 1939, as amended.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinions expressed above are rendered solely for your benefit in connection with the issuance of the Bonds. These opinions may neither be relied on by you for any other purpose nor be furnished to, used, circulated, quoted or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinions expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

STARKES LAW FIRM

EXHIBIT F

Form of Environmental Special Counsel

[Closing Date], 2019

PNC Capital Markets LLC
Charlotte, North Carolina

Raymond James & Associates, Inc.
Richmond, Virginia

Siebert Cisneros Shank & Co., L.L.C.
New York, New York

Parker Poe Adams & Bernstein LLP
Columbia, South Carolina

The Starkes Law Firm, P.A.
Columbia, South Carolina

***[\$Bond Amount]
City of Columbia, South Carolina
Waterworks and Sewer System Revenue Bonds
Series 2019***

Ladies and Gentlemen:

We have acted as special counsel to the City of Columbia, South Carolina (“City”) with respect to certain environmental matters. The City has asked that we provide you with this opinion related to the referenced bonds (“Bonds”) pursuant to Section 7(e)(x) of the Purchase Contract, dated [Pricing Date], 2019 (“Purchase Contract”), between PNC Capital Markets, LLC and Raymond James & Associates, Inc., on behalf of themselves and as representatives of Siebert Cisneros Shank & Co., L.L.C., as underwriters (“Underwriters”) and the City. Each capitalized term not otherwise defined in this letter has the meaning assigned to that term in the Purchase Contract.

We have, as the City's special counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such documents, legal opinions, instruments or records, and have made such investigation of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed for the purpose of this opinion.

In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine. We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement dated [Pricing Date], 2019 (“Official Statement”), and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as special counsel to the City, we have reviewed the contents of the Official Statement, contained under the heading “THE CITY AND THE SYSTEM - Environmental Matters”. In reliance on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of the City, no information came to the attention of the

attorneys in our firm rendering legal services in connection with the City's representation that caused us to believe that the information in Official Statement contained under the heading "THE CITY AND THE SYSTEM - Environmental Matters" (except for the subheading entitled "*Conclusion*"), as of its date and as of the date of this letter contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinion expressed above is rendered solely for your benefit in connection with the issuance of the Bonds. This opinion may neither be relied on by you for any other purpose nor be furnished to, used, circulated, quoted or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinion expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

W. THOMAS LAVENDER, JR.
NEXSEN PRUET, LLC

EXHIBIT G
FORM OF UNDERWRITER' S CERTIFICATE
ISSUE PRICE CERTIFICATE

The undersigned, on behalf of PNC Capital Markets LLC ("PNC") and Raymond James & Associates, Inc. ("Raymond James"), on behalf of themselves and as representatives of Siebert Cisneros Shank & Co., L.L.C. ("Siebert"), as underwriters (collectively "Underwriter"), hereby certify as set forth below with respect to the sale and issuance of the above-captioned obligations ("Bonds").

1. ***Sale of the Bonds.*** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms.***

(a) *City* means City of Columbia, South Carolina.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Federal Tax Certificate of the City dated of even date herewith and with respect to compliance with the federal income tax rules affecting the Bonds, and by McNair Law Firm, N.A., as Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Bonds.

PNC CAPITAL MARKETS LLC,

By: _____
 Name: David Fischer

Dated: [Closing Date], 2019

SCHEDULE A

SALE PRICES

(Attached)

MATURITY SCHEDULE

FORM OF PRELIMINARY OFFICIAL STATEMENT

* Preliminary, subject to change.



PRELIMINARY OFFICIAL STATEMENT DATED [], 2019

NEW ISSUE

RATINGS:

Moody's: []

Standard & Poor's: []

BOOK-ENTRY-ONLY

In the opinion of Burr & Forman LLP d/b/a Burr Forman McNair 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 2019 Bonds is excludable from gross income for federal income tax purposes under existing laws, regulations, rulings and judicial decisions. Interest on the 2019 Bonds is not an item of tax preference in computing the alternative minimum tax. The 2019 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. See "TAX EXEMPTION AND OTHER TAX MATTERS" herein"



\$[]*

CITY OF COLUMBIA, SOUTH CAROLINA WATERWORKS AND SEWER SYSTEM REVENUE BONDS SERIES 2019

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 2019 ("2019 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 2019 Bonds will be made. Individual purchases will be made in book-entry form only, in denominations of \$5,000 or any whole multiple thereof. So long as Cede & Co., as partnership nominee of DTC, is the registered owner of the 2019 Bonds, references herein to holders or registered owners of the 2019 Bonds means Cede & Co., and shall not mean the beneficial owners of the 2019 Bonds. Interest on the 2019 Bonds shall be payable on each August 1 and February 1 commencing August 1, 2019, until maturity or prior redemption. Principal on the 2019 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 2019 Bonds are being issued under the authority of the Constitution and laws of the State, including Title 6, Chapter 17, 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 Thirteenth Supplemental Ordinance No. 2019-[], enacted by the City Council on [], 2019 (as amended and supplemented, the "Ordinance").

The 2019 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 2019 Bonds.

The 2019 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 2019 BONDS.**

THE 2019 BONDS WILL BE SUBJECT TO OPTIONAL AND MANDATORY REDEMPTION PRIOR TO MATURITY AS DESCRIBED HEREIN.

THE 2019 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 2019 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 2019 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 2019 BONDS.

PNC CAPITAL MARKETS LLC

RAYMOND JAMES

SIEBERT CISNEROS SHANK & CO., L.L.C.

The 2019 Bonds are offered when, as and if issued and delivered by the City, subject to the final approving opinions of Burr & Forman LLP (Burr Forman McNair), 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 Starks 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 2019 Bonds. It is expected that the 2019 Bonds will be available for delivery through the facilities of DTC, on or about [], 2019.

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 Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission, except for information which may be omitted pursuant to such rule. This Official Statement is dated [], 2019.

* Preliminary, subject to change.

MATURITY SCHEDULE***\$[] SERIAL BONDS***

<u>MATURITY</u> <u>(FEBRUARY 1)</u>	<u>AMOUNT(\$)*</u>	<u>INTEREST</u> <u>RATE(%)</u>	<u>YIELD(%)</u>	<u>PRICE(%)</u>	<u>CUSIP¹</u>
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					
2048					

TERM BOND

\$[] []% DUE FEBRUARY 1, 20[] YIELD []% PRICE []%^c CUSIP¹ []

^c Priced to the call date of February 1, 20[]

¹Copyright 2019, 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 2019 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 2019 Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the execution and delivery of the 2019 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 2019 Bonds. It is anticipated that a CUSIP identification number ("CUSIP") will be printed on each 2019 Bond, but neither the failure to print this number on any 2019 Bond nor any error with respect to that CUSIP constitutes cause for failure or refusal by the purchaser of that 2019 Bond to accept delivery of and pay for that 2019 Bond according to the terms of the purchaser's proposal. All expenses regarding printing CUSIPs on the 2019 Bonds shall be paid for by the City; 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 City 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 2019 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 2019 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.

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 2019 Bonds, or (iii) the tax exempt status of the interest on the 2019 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 2019 BONDS AT OR ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, AND SUCH STABILIZING MAY BE DISCONTINUED AT ANY TIME.

THE 2019 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 2019 BONDS IN ACCORDANCE WITH APPLICABLE

PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE 2019 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 2019 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, Nicolaus & Company, Incorporated
Columbia, South Carolina

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OFFICIAL STATEMENT

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CITY OF COLUMBIA, SOUTH CAROLINA WATERWORKS AND SEWER SYSTEM REVENUE BONDS SERIES 2019

INTRODUCTION

This Official Statement of the City of Columbia, South Carolina (“City” or “City of Columbia”), which includes the cover page hereof and the appendices hereto, provides information relating to the City, its Waterworks and Sewer System Revenue Bonds, Series 2019 (“2019 Bonds”). The information furnished herein includes a brief description of the 2019 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” or “South Carolina”).

The 2019 Bonds, the 2018 Bonds, the 2016A Bonds, the 2016B Bonds, the 2013 Bonds, the 2012 Bonds, the 2011A Bonds, the 2010 Bonds, the 2009 Bonds and any Additional Bonds (as such terms are defined herein) are referred to herein, collectively, as the “Bonds.” Included in this Official Statement is a brief description of the City’s Waterworks and Sewer System (“System”) and the Ordinance (as defined herein), pursuant to which the 2019 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 2019 Bonds are being issued under the Constitution of the State of South Carolina 1895, as amended (“Constitution”) and laws of the State, including Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended, 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 (“General Ordinance”), including as amended and supplemented particularly by the Thirteenth Supplemental Ordinance No. 2019-[], enacted by the City Council on [], 2019 (“Supplemental Ordinance,” and together with the General Ordinance, as so amended and supplemented, “Ordinance”).

Purpose

The 2019 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 2019 Bonds. See “SOURCES AND USES OF FUNDS” and “PLAN OF FINANCE.”

THE 2019 BONDS

General

The 2019 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 August 1, 2019, and semiannually thereafter on February 1 and August 1 of each year. The 2019 Bonds are issuable initially in book-entry form only, in denominations of \$5,000 or any whole multiple thereof. So long as the 2019 Bonds are in book-entry 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 2019 Bonds will be made as set forth under “Book-Entry System” below. Should the 2019 Bonds no longer be held in book-entry form, principal of the 2019 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 2019 Bonds will be payable by check or draft of the Registrar/Paying Agent mailed to the person in whose name each 2019 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 2019 Bonds not held in book-entry 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 2019 Bonds are subject to optional and mandatory redemption prior to their maturity.

Optional Redemption

The 2019 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 2019 Bonds being redeemed together with accrued interest to the date fixed for redemption.

Mandatory Redemption

The 2019 Bonds maturing on February 1, 20[], and 20[] ("2019 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:

[TO FOLLOW]

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 2019 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 2019 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 2019 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 2019 Term Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

General Redemption Provisions; Notice

In the event the 2019 Bonds or any portion thereof shall be called for redemption, notice of the redemption, describing (among other things) the 2019 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 2019 Bonds are in book-entry form and are registered in the name of Cede & Co., as the nominee of DTC, notices of redemption with respect to the 2019 Bonds will be given to Cede & Co., and will be distributed by Cede & Co. as set forth under "Book-Entry System" below.

If less than all of the 2019 Bonds of any series and maturity are called for redemption, the 2019 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 2019 Bonds are held in book-entry form.

If a 2019 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 2019 Bond at the then applicable redemption price and the interest to accrue to the redemption date on such 2019 Bond are held for the purpose of such payment by the Registrar/Paying Agent, then such 2019 Bond so called for redemption shall, on the redemption date designated in such notice, become due and payable, and interest on the 2019 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 2019 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 2019 BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE 2019 BONDS TO DIRECT AND INDIRECT PARTICIPANTS (AS DEFINED HEREIN) OR BENEFICIAL

OWNERS (AS DEFINED HEREIN) OF THE 2019 BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE 2019 BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT AND INDIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE 2019 BONDS IS BASED SOLELY ON INFORMATION FURNISHED BY DTC. ACCORDINGLY, THE CITY NEITHER MAKES NOR CAN MAKE ANY REPRESENTATION CONCERNING THESE MATTERS.

Beneficial ownership interests in the 2019 Bonds will be available only in book-entry form. Each beneficial owner of the 2019 Bonds (“Beneficial Owner”) will not receive a physical bond certificate representing their interests in the 2019 Bonds purchased. So long as Cede & Co. (“Nominee”), as nominee for DTC, or its nominee is the registered owner of the 2019 Bonds, references in this Official Statement to the owners of the 2019 Bonds shall mean DTC or its nominee and shall not mean the Beneficial Owners. Unless and until the book-entry system has been discontinued, the 2019 Bonds will be available only in book-entry form in denominations of \$5,000 or any whole multiple thereof.

DTC will initially act as securities depository for the 2019 Bonds. The 2019 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 2019 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 2019 Bonds, as nominee for DTC, references herein to the Bondholders or registered owners of the 2019 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 2019 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 2019 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 2019 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2019 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 2019 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 2019 Bonds, except in the event that use of the book-entry system for the 2019 Bonds is discontinued.

To facilitate subsequent transfers, the 2019 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 2019 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2019 Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts the 2019 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 2019 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2019 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Ordinance. For example, Beneficial Owners of the 2019 Bonds may wish to ascertain that the nominee holding the 2019 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 2019 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 2019 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 2019 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 2019 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 2019 Bonds that may be transmitted by or through DTC.

Principal, redemption premium, if any, and interest payments on the 2019 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 2019 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, 2019 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, 2019 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 2019 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 2019 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 2019 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 2019 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 2019 BONDS; (V) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF THE 2019 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 2019 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 2019 Bonds, together with an assignment duly executed by DTC, the City will execute and deliver to the successor depository, the 2019 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 system of transfer or that interests of the Beneficial Owners of the 2019 Bonds might be adversely affected if the book-entry 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 2019 Bonds by mailing an appropriate notice to DTC, on receipt by the City of the 2019 Bonds together with an assignment duly executed by DTC, the City will execute, authenticate and deliver to the Direct Participants the 2019 Bonds in fully-registered form, in authorized denominations; provided, however, that the discontinuation of the book-entry 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

2019 Bonds Held in Book-Entry Form

So long as the 2019 Bonds are in book-entry form and are registered in the name of Cede & Co., as the nominee of DTC, the 2019 Bonds may be registered, transferred and exchanged as set forth under "Book-Entry System" herein.

2019 Bonds Not Held in Book-Entry Form

Each 2019 Bond not held in book-entry 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 2019 Bond, the Registrar/Paying Agent shall cause to be issued in the name of the transferee a new fully registered 2019 Bond, of the same aggregate principal amount, interest rate, series and maturity as the surrendered 2019 Bond. Any registered owner requesting a transfer shall pay any tax or other governmental charge required to be paid with respect thereto. Any 2019 Bond surrendered in exchange for a new registered 2019 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 2019 Bond not held in book-entry form shall be registered as the absolute owner of such 2019 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 2019 Bond with respect thereto.

In the event any 2019 Bond not held in book-entry 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 2019 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 2019 Bond;

provided that, in the case of any mutilated 2019 Bond, such 2019 Bond shall be surrendered to the Registrar/Paying Agent, and in the case of any lost, stolen or destroyed 2019 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 2019 Bond shall have matured, instead of issuing a duplicate 2019 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 2019 Bond with their reasonable fees and expenses in connection therewith.

SECURITY FOR THE 2019 BONDS

Pledged Revenues

The 2019 Bonds are payable solely from and are secured equally and ratably with the 2018 Bonds, 2016A Bonds, the 2016B Bonds, the 2013 Bonds, the 2012 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. 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 Eleventh Supplemental Ordinance, the City has made certain amendments to the General Bond Ordinance, including modifications to exclude certain non-cash expenses as contemplated under the Governmental Accounting Standards Board (“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 Eleventh Supplemental Ordinance.” The effect of these modifications is that, when effective, the calculation of Net Revenues for purposes of the Bond Ordinance will 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, means the outstanding principal amount of \$8,770,000 of the City’s \$105,000,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2010. The term “2011A Bonds” used herein, means the outstanding principal amount of \$29,835,000 of the City’s \$100,000,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2011A. 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 \$66,615,000 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 \$59,740,000 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 \$144,675,000 of the City’s \$146,710,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2016B. The term “2018 Bonds” used herein means the outstanding principal amount of \$86,425,000 of the City’s \$87,340,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2018.

Limited Obligations

THE 2019 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

2019 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 2019 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 2019 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 defined herein), 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 defined herein) 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);
- (b) Debt Service Reserve Fund, if any, to be held by the City; and
- (c) Contingent Fund and Depreciation Fund, each to be held by the City subject to the provisions of the Ordinance described in Appendix C hereto under the heading "SUMMARY OF ORDINANCE – Creation and Flow of Funds" and "--Funds Created Under General Bond Ordinance."

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 make such deposits to the Contingency Fund as required by the Ordinance (a) to provide adequate funds for improvements to the System, and (b) to build up a proper reserve against contingencies and to the Depreciation Fund as required by the Ordinance to build up a proper reserve for depreciation; 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 2019 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 2019 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 the City Manager or Finance Director of the City, an Accountant or a Consulting Engineer (as such terms are defined in Appendix C), 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 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 Thirteenth 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 2019 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 2019 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 2019 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 2019 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 2019 Bonds are expected to be used substantially as follows:

<i>Estimated Sources of Funds</i>	<u>2019 Bonds</u>
Principal Amount of 2019 Bonds	\$*
[Less/Plus: Net Original Issue Discount/ Premium]	[]
TOTAL SOURCES OF FUNDS	\$ []*
 <i>Estimated Uses of Funds</i>	
2019 Projects	\$[]
Costs 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

The proceeds of the 2019 Bonds will be deposited into the Construction Fund of 2019 established pursuant to the Supplemental Ordinance. Moneys on deposit in the Construction Fund of 2019 will be used, as needed, to finance the costs of the 2019 Projects, including without limitation payment of engineering, legal and all other expenses incidental to the 2019 Projects and issuance costs of the 2019 Bonds.

The 2019 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 [], and scheduled to be substantially completed by or before [].

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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, 2014 ("Fiscal Year 2014"), through June 30, 2018 ("Fiscal Year 2018"). 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 2018. 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>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Operating Revenues					
Charge for Services	\$116,146,448	\$117,776,372	\$130,888,121	\$136,932,319	
Other Operating Revenue	<u>352,272</u>	<u>402,151</u>	<u>844,119</u>	<u>13,961</u>	
Total Operating Revenues	\$116,498,720	\$118,178,523	\$131,732,240	\$136,946,280	
Operating Expenses					
Personnel Services	\$30,183,595	\$31,562,122	\$33,933,804	\$35,687,995	
Materials and Supplies	8,759,851	9,864,982	10,001,315	11,022,382	
Other Services and Charges	19,739,467	18,761,782	19,253,250	23,716,505	
Federal and State Grant Expenses ^{(f)A}	-	-	10,157,882	5,897,731	
Heat, Light and Power	7,127,184	6,916,836	7,096,222	7,082,144	
Depreciation	23,665,647	30,928,260	35,411,576	37,303,595	
Claims and Premiums	0	0	50,000	0	
Bad Debt Expense ^{(a)B}	<u>379,600</u>	<u>0</u>	<u>0</u>	<u>0</u>	
Total Operating Expenses	\$89,855,344	\$98,033,982	\$115,904,049	\$120,710,352	
Operating Income	\$26,643,376	\$20,144,541	\$15,828,191	\$16,235,928	
Non-Operating Revenues/ (Expenses)					
Investment Income (Loss)	\$972,514	\$1,059,323	\$2,223,742	\$1,054,117	
Other Non-Operating Revenue	149,203	160,906	167,281	251,881	
Federal and State Grant Revenue ^{(g)C}	0	0	6,227,736	5,880,676	
Gain (Loss) from Sale of Assets	303,828	(1,501,276)	376,629	8,165	
Interest Expense ^{(b)D}	(8,933,009)	(9,828,911)	(13,374,365)	(9,691,698)	
Amortization of Bond Costs- Deferred Charges ^{(c)E}	<u>(563,534)</u>	<u>(585,709)</u>	<u>(814,758)</u>	<u>(3,335,691)</u>	
Total Non-Operating Revenues/(Expenses)	(8,070,998)	(10,695,667)	(5,193,735)	(5,832,550)	
Income (Loss) Before Contributions and Transfers	\$18,572,378	\$9,448,874	\$10,634,456	\$10,403,378	
Capital Contributions and Transfers					
Transfers In	\$1,550	\$1,295	\$1,450	0	
Transfers Out	(8,059,797)	(8,831,372)	(8,668,163)	(6,069,520)	
Capital Grants	-	-	-	250,000	
Development Contributions	<u>5,431,910</u>	<u>3,872,664</u>	<u>16,054,517</u>	<u>9,909,405</u>	
Total Capital Contributions and Transfers	(2,626,337)	(4,957,413)	7,387,804	4,089,885	
Change in Net Position	\$15,946,041	\$4,491,461	\$18,022,260	\$14,493,263	
Net Position – beginning as previously reported	535,099,215	547,211,538	-	-	
Restatement	(3,833,718) ^{(d)F}	(34,626,496) ^{G0}	-	-	

Net Position – Beginning	<u>531,265,497</u>	<u>512,585,045</u>	<u>517,076,506</u>	<u>535,098,766</u>
Net Position – Ending	<u>\$547,211,538</u>	<u>\$517,076,506</u>	<u>\$535,098,766</u>	<u>\$549,592,029</u>

Source: The City of Columbia Finance Department

Note: Totals may not sum due to rounding.

(a) ^B The Bad Debt Expense for the fiscal year ended June 30, 2015 (“Fiscal Year 2015”), and for each fiscal year thereafter, 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 year ended June 30, 2014 (“Fiscal Year 2014”), and Fiscal Year 2015, reflect modified accounting procedures adopted by the City.

(c) Original description was “Amortization of Bond Costs-Deferred charges,” however, the aggregate is a combination of two CAFR line items: “Bond Related Costs,” and “Amortization of Deferred Charges.” The original description was revised to reflect that, according to GASB 65, bond issuance costs are no longer amortized.

(d) The net position was restated as a result of the City’s implementation of GASB Statement No. 65 in Fiscal Year 2014.

(e) The net position was restated as a result of the City’s implementation of GASB Statement No. 68 in Fiscal Year 2015.

(f) ^A This line item includes amounts primarily related to the Rain Event, as more particularly described under “THE CITY AND THE SYSTEM – Impact of Weather Event” herein.

(g) Represents amounts received by the City from federal and state sources for reimbursement of expenses primarily related to the Rain Event.

Nine-Month Financial Summary

The following table sets forth a summary of the operating revenues, operating expenses, non-operating revenues and non-operating expenses of the System for the nine-month period ending March 31, 2019, as compared to the same period during Fiscal Year 2018. This summary has been compiled by the City from the unaudited results of operations and do not reflect end of year audit adjustments for accruals and reversals.

	<u>2018</u>	<u>2019</u>
Operating Revenues		
Charges for Services	\$103,921,767	
Other Operating Revenues	3,743	
Total Operating Revenues	<u>\$103,925,510</u>	
Operating Expenses		
Personnel Services	\$ 25,959,072	
Materials and Supplies	7,884,643	
Other Services and Charges	10,254,796	
Federal and State Grant Expenses ^(a)	232,840	
Heat, Light, and Power	4,678,808	
Depreciation [†]	-	
Claims and Premiums	-	
Total Operating Expenses	<u>\$ 49,010,159</u>	
Operating Income	\$ 54,915,351	
Non-Operating Revenues / (Expenses)		
Investment Income (Loss)	\$ 1,745,748	
Other Non-Operating Revenue	182,853	
Federal and State Grant Revenue ^(b)	240,752	
Gain (Loss) from Sale of Assets	(59,953)	
Interest Expense	(14,356,676)	
Bond Related Costs	(28,158)	
Amortization of Deferred Charges	(1,054,451)	
Total Non-Operating Revenues / (Expenses)	<u>(13,329,886)</u>	
Income (Loss) Before Contributions and Transfers	\$ 41,585,466	
Capital Contributions and Transfers		
Transfers In	-	
Transfers Out	\$(4,930,535)	
Capital Grants	-	
Development Contribution	-	
Total Capital Contributions and Transfers	<u>\$(4,930,535)</u>	

^(a)This line item includes amounts primarily related to the Rain Event.

^(b)Amounts received by the City from federal and state sources for reimbursement of expenses primarily related to the Rain Event.

[†]Depreciation is calculated on an annual basis, nine-month information is not available for fiscal year ending June 30, 2019 ("Fiscal Year 2019"). For comparison purposes, depreciation has been omitted for Fiscal Year 2018.

Management's Discussion and Analysis

The System's financial condition remains strong. [To be updated] Debt coverage levels substantially exceed required levels, Operating Revenues remain strong and stable, and management has continued its program of aggressive upgrades to System infrastructure.

For the fiscal year ended June 30, 2016 ("Fiscal Year 2016"), Operating Revenues experienced a notable increase over Fiscal Year 2015 due to a combination of a strengthening economy and an increase in Charges for Services due to an approximately 9% rate increase effective July 1, 2015. See "THE CITY AND THE SYSTEM-Sanitary Sewer System" for additional information. Charges for Services decreased for the Fiscal Year 2014, primarily due to a reduction of base water rates for certain water customers with 1" or larger meter connections but increased for Fiscal Year 2015 primarily due to growth and for Fiscal Year 2016 primarily due to the 9% rate increase described above.

Beginning in Fiscal Year 2015, the City updated its accounting methodology for Bad Debt Expense and reflects this item as a direct offset to Charges for Services. Initially, the Bad Debt Expense offset a portion of the increased Charges for Services for Fiscal Year 2015. Since Fiscal Year 2015, the Bad Debt Expense (and reduction in Charges for Services, as applicable) has normalized and is consistent with historical levels. The notable increase in Depreciation for Fiscal Year 2015, Fiscal Year 2016, and Fiscal Year 2017 is due in large part to the City's placing in service additions to the Metro WWTP, which also resulted in a Loss from Sale of Assets in Fiscal Year 2015 due to the obsolescence and removal of certain equipment that had been in operation at the Metro WWTP.

From time to time (including the period presented), the City expends and has expended amounts for deferred maintenance projects related to the System, including but not limited to (1) the replacement or upgrade of parts of the System which are or were broken or inoperable and (2) the replacement, upgrade or rehabilitation of entire sections or components of the System which may be presently or had been operating but likely to fail in the near future or for which the replacement, upgrade or rehabilitation would extend their operating lives.

Starting in Fiscal Year ended June 30, 2010, and continuing through Fiscal Year 2015, the City began reclassifying some of the deferred maintenance expenses for financial reporting purposes, which had the effect of (a) increasing Other Services and Charges for the period presented and consequently Total Operating Expenses and (b) thereby reducing Operating Income, Income Before Contributions and Transfers and Change in Net Position, when compared with financial results for prior fiscal years. For Fiscal Years 2014 and 2015, Other Services and Charges declined (as applicable, to \$19,739,467 and \$18,761,782, respectively). The increase in Other Services and Charges in the Fiscal Year 2016 to \$29,411,132 was not related to reclassification of deferred maintenance but rather due to \$10,157,882 in expenditures related to an unprecedented rain event involving 20-24 inches of rainfall occurring over a four-day period in October 2015 ("Rain Event"), as more particularly described under "THE CITY AND THE SYSTEM – Impact of Weather Event" herein. These Fiscal Year 2016 Rain Event related expenses were offset by \$6,227,736 in Federal Emergency Management Agency ("FEMA") grant revenues received by the City during the same reporting period. For Fiscal Year 2017, Other Services and Charges was \$29,614,236, which included \$5,897,731 in Rain Event related expenses. These Fiscal Year 2017 Rain Event related expenses were offset by \$5,880,676 in FEMA grant revenues received during the same reporting period.

Over the five-year period reported, the City's Net Position – Ending has increased approximately []%, with slight fluctuations year-over-year. Most notably, as described above in the Five-Year Financial Summary, the City restated its net position in Fiscal Year 2014 and 2015, as a result of its implementation of certain GASB pronouncements. From Fiscal Year 2015 through Fiscal Year 20[], the City's Net Position – Ending has increased by approximately []%.

In reviewing the System's financial results for the nine-month period ending March 31, 2019, and comparing that with the same period during Fiscal Year 2018, and extrapolating through the conclusion of the Fiscal Year 2019, [the City expects that Operating Revenues will increase, and also that there will be an increase in Net Position – Ending, in the Fiscal Year 2019 over Fiscal Year 2018.]

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 Fiscal Year 2014, through Fiscal Year 2018.

<u>Fiscal Year</u>	<u>Revenues</u>	<u>Expenses of Operating and Maintaining the System⁴</u>	<u>Net Revenues⁴</u>	<u>Debt Service Requirements</u>	<u>Debt Service Coverage</u>
2014	\$117,924,265	\$62,288,001	\$55,636,264	\$26,744,941	2.08x
2015 ¹	117,897,476	66,453,334	51,444,142	28,999,875	1.77x
2016 ^{1,2}	140,727,628	80,492,473	60,235,155	28,883,461	2.09x
2017 ^{2,3}	144,141,119	83,406,757	60,734,362	29,374,715	2.07x
2018					

¹As described above under “SECURITY FOR THE 2019 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 \$1,492,115, respectively.

²Revenues in Fiscal Year 2016 and Fiscal Year 2017 include amounts received from federal and state sources primarily for reimbursement of Rain Event related expenses. Expenses of Operating and Maintaining the System for Fiscal Year 2016 and Fiscal Year 2017 include expenses related primarily to the Rain Event. See “FINANCIAL FACTORS – Five-Year Summary” herein.

³As 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 Year 2014 and Fiscal Year 2015, the following amounts have been excluded from Expenses of Operating and Maintaining the System in the above table: \$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 commencing July 1, 2020, for the 2009 Bonds, the 2010 Bonds, the 2011A Bonds, the 2012 Bonds, the 2013 Bonds, the 2016A Bonds, the 2016B Bonds, the 2018 Bonds, and the 2019 Bonds.

Fiscal Year	Existing Debt Service [†]	Principal	2019 Bonds Interest	Total	Aggregate Debt Service
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	-				
2048	-				

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 Year 2020 through Fiscal Year ending June 30, 2024, is as set forth below.

Fiscal Year	Net Revenues [†]	Existing Debt Service Requirements [€]	Estimated 2019 Bonds' Debt Service [‡]	Total Debt Service Requirements	Coverage
2020					
2021					
2022					
2023					
2024					

[†] Net Revenues have been calculated by annualizing actual unaudited financial information, as of [], 2019, of the System for the nine-month period ending March 31, 2019, with no additional changes in revenues or expenses going forward.

[€] Includes debt service for the 2009 Bonds, the 2010 Bonds, the 2011A Bonds, the 2012 Bonds, the 2013 Bonds, the 2016A Bonds, the 2016B Bonds, and the 2018 Bonds.

[‡] Debt service on the 2019 Bonds assumes (a) a project fund deposit of \$[], (b) 30-year level debt service structure, (c) no debt service reserve fund, and (d) a true interest cost of []%.

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 currently 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 currently outstanding in the principal amount of \$8,770,000.

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 currently outstanding in the principal amount of \$29,835,000.

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 \$66,615,000.

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 \$63,325,000 to defray the costs of improvements to the System. The 2016A Bonds are currently outstanding in the principal amount of \$59,740,000.

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 \$146,710,000 to defray the costs of improvements to the System. The 2016B Bonds are currently outstanding in the principal amount of \$144,675,000.

2018 Bonds

Pursuant to the General Ordinance and the Twelfth Supplemental Ordinance enacted by the City Council on May 1, 2018, the City issued the 2018 Bonds in the original principal amount \$87,340,000 to defray the costs of improvements to the System. The 2018 Bonds are currently outstanding in the principal amount of \$86,425,000.

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

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 [] billed water accounts in the Columbia Metropolitan Statistical Area ("Columbia MSA"), including approximately [] In-City customers and [] Out-of-City customers. The System provides sewer treatment and collection services through its Sanitary Sewer System to approximately [] billed sewer customers in the Columbia MSA, including approximately [] In-City customers and [] Out-of-City customers.

For further information regarding the City and the Columbia MSA, see Appendix B attached hereto.

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. Rickenmann	Business Consultant	December 31, 2021

[†]City Councilman Sam Davis is the Chief Executive Officer of BEKOTU and Associates, Inc.

Teresa B. Wilson has served as City Manager since January 2013. Ms. Wilson has served as the City's Director of Governmental Affairs and Assistant City Manager for Community Programs, Economic Development and Government Services. Ms. Wilson graduated from the University of South Carolina's Honors College and the University of South Carolina School of Law. Prior to joining the City, Ms. Wilson served as Government and Community Relations Coordinator

for the University of South Carolina's Office of the President, and also served as a liaison for the University of South Carolina and the City of Columbia, as well as a number of community organizations.

Jeffery M. Palen has served as the Assistant City Manager for Finance and Economic Services and Chief Financial Officer since January 2013. Prior to his current position, Mr. Palen served as the City's Treasurer beginning in November 2008, and as hospital chief financial officer with Health Management Associates from 2005 to 2008. Mr. Palen graduated with a Bachelor of Science in Business and a Master's Degree in Business Administration from the University of South Carolina. Mr. Palen has held various positions in both the private and public sectors, including serving as the Deputy Treasurer and the Deputy Auditor for Lexington County.

Janice L. Alonso has served as the Finance Director of the City since July 2013. She has been employed with the City since December 2008, first as the Accounting Manager and, in August 2010, as the Deputy Finance Director. Ms. Alonso has held various positions in both private and public sectors, including Deputy Treasurer for Lexington County and Assistant Controller for Thermo Scientific. Ms. Alonso graduated from the University of South Carolina with a Bachelor of Science in Business. Ms. Alonso is also a Certified Government Finance Officer in South Carolina.

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 Assistant City Manager of Columbia Water is Clint Shealy, P.E., who has served in this capacity since July 2017. Mr. Shealy is a licensed Water Treatment Plant Operator and Professional Engineer. Prior to being named Assistant City Manager of Columbia Water, Mr. Shealy served as the City's Director of Utilities and Water Works Superintendent. Prior to coming to Columbia Water, Mr. Shealy worked for the South Carolina Department of Health and Environmental Control and engineering firms BP Barber & Associates, Inc. and Black and Veatch Corporation. Mr. Shealy is a registered Professional Engineer in the State. He earned his Bachelor of Science degree in Engineering from Clemson University.

Initial recommendations for expansion or renovation of the System are made by the Assistant City Manager of Columbia Water. 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

The service area of the Waterworks System includes all of the City of Columbia, portions of the County and Lexington County, as well as the City of Forest Acres, the Towns of Arcadia Lakes, Chapin and Irmo, 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 intend 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 County currently provide water and/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., the City of Forest Acres and the Town of Arcadia Lakes).

Service to areas outside of the City limits currently accounts for approximately 74% of the revenues of the Waterworks System and 54% 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

The following table sets forth the ten largest water and sewer customers, by total revenue, for the Fiscal Year 2018.

<u>Company</u>	<u>No. of Meters</u>	<u>Consumption (100 gallons)</u>	<u>Water Revenue</u>	<u>Sewer Revenue</u>	<u>Total Revenue</u>
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TOTAL

Source: City of Columbia

[†]Aggregated customer (accounts grouped by name)

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 \$150,000,000. The City anticipates FEMA will reimburse the City for 75% of qualifying costs and the 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.

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"). The City owns 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. 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.

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.

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-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 8.4% 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>
2009	39,799	93,850	133,649
2010	39,671	94,803	134,474
2011	40,164	95,302	135,466
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	41,133	99,837	140,970
2017	41,741	101,576	143,317
2018			

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 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.

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 []% between 2009 and 2018. 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>
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	59,676
2016	33,508	27,269	60,777
2017	33,803	27,549	61,352
2018			

[†]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. The Utility completed construction of the aforementioned infrastructure in fall 2017, and such customers are no longer served by the Sanitary Sewer System.

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 \$54.94 and for an Out-of-City user is \$93.48. 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

Additional Sewer Rates
(per 100 cubic feet)

\$3.59

\$6.11

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	\$19.31	\$32.85
City of West Columbia	18.00	38.00
City of Cayce	32.94	65.88

[†]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 \$[] in revenues for the System in Fiscal Year 2018.

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 \$[] in revenues in Fiscal Year 2018.

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 Year 2014 through Fiscal Year 2018, the City expended approximately \$[] for System expansion and improvement, including approximately \$[] expended in Fiscal Year 2018. 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 Year 2014 through Fiscal Year 2018.

Capital Improvements Undertaken

<u>Fiscal Year Ended June 30</u>	<u>Capital Improvements Financed with Bond Proceeds</u>	<u>Capital Improvements Financed with System Revenues</u>	<u>Total Capital Improvements</u>
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
2017	48,724,832	46,075,039	94,799,871
<u>2018</u>			
TOTAL	\$	\$	\$

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 Year 2017 through fiscal year ending 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”)	June 1, 2018	May 31, 2023	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 are periodically 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 West Columbia under this program pursuant to an inter-jurisdictional agreement executed January 8, 1986. Eight categorical and 4 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”). 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 September 14, 2010, DHEC reissued the NPDES Permit, with an expiration date of September 30, 2015. DHEC reissued the NPDES Permit, effective October 1, 2015, with an expiration date of September 30, 2020. On May 2, 2018, DHEC reissued the NPDES permit with an expiration date of May 31, 2023.

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 \$750,000,000 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 2018, the City made contributions to the SCRS of \$[] and to the PORS of \$[], 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 2018 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 <https://cg.sc.gov/sites/default/files/Documents/Publications%20and%20Reports/Comprehensive%20Annual%20Financial%20Report%20FY%202018.pdf>

[0Reports%20\(CAFR\)/FY2018/FY2018CAFR.pdf](#) (which is not intended to be an active hyperlink and is not incorporated by reference herein).

Plan Contributions

Act No. 13 of 2017 (“Plan Legislation”), was signed into law on April 25, 2017. The Plan Legislation removes the power from the Board of Directors of the Authority (“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 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>
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 \$[] increase in its SCRS budget, and a \$[] increase in its PORS budget for Fiscal Year 2019 to fund the increased employer contribution as set forth in the Plan Legislation.

Reporting Plan Liability

In accordance with the GASB Statement No. 68, the City reports 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 2018. The City reported its proportionate share of SCRS and PORS Net Pension Liability as \$[] and \$[], respectively or []% and [] % 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 the newly-implemented GASB Statement No. 75, the City’s other postemployment benefit liability is now calculated based on the City’s total unfunded OPEB liability. As of July 1, 2018, the most recent measurement date, the estimated total unfunded OPEB liability of the City was \$164,820,581. The City anticipates the unfunded OPEB liability to increase, but is unable to provide an estimated increase.

Liability Insurance

Subject to specific immunity set forth in the South Carolina Tort Claims Act, the City, like other local governments, is liable for damages not to exceed \$300,000 per incident/person and \$600,000 per occurrence/aggregate for torts. There are no limits in actual damages for recoveries under 42 U.S.C. § 1983. No punitive or exemplary damages are permitted under the South Carolina Tort Claims Act or the Federal Civil Rights Act. The City currently self-insures against tort liability under the South Carolina Tort Claims Act.

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 1, 2019, 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 2019 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 2019 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2019 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

No litigation is pending or, to the knowledge of the City, threatened in writing in any court to restrain or enjoin the issuance or delivery of the 2019 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 2019 Bonds or, in any way contesting or affecting the validity of the 2019 Bonds, the General Ordinance or the Supplemental Ordinance, the power to collect, pay or receive the moneys with which to pay the 2019 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 2019 Bonds are subject to the approval of the legality of issuance thereof by Burr & Forman LLP d/b/a Burr Forman McNair (“Burr Forman McNair”) Columbia, South Carolina, 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 2019 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 Starkes 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 Burr Forman McNair have represented one or more of the Underwriters as counsel in financing transactions unrelated to the sale of the 2019 Bonds. Neither the City nor 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 2019 Bonds.

TAX EXEMPTION AND OTHER TAX MATTERS

Internal Revenue Code of 1986

In the opinion of Burr Forman McNair, to be delivered on the date of issuance of the 2019 Bonds, under existing laws, regulations, rulings and judicial decisions and assuming the City’s continued compliance with certain covenants described below, interest on the 2019 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 2019 Bonds, including, among other things, permitted uses and investment of the proceeds of the 2019 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 2019 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 2019 Bonds from gross income for federal tax purposes. Failure of the City to comply with the covenant could cause the interest on the 2019 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 2019 Bonds is not an item of tax preference for purposes of the alternative minimum tax. Interest on the 2019 Bonds is not an item of tax preference for purposes of the alternative minimum tax.

Although Burr Forman McNair is of the opinion that interest on the 2019 Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the 2019 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 2019 Bonds should be aware that ownership of the 2019 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 2019 Bonds. Burr Forman McNair will not express any opinion as to such collateral tax consequences. Prospective purchasers of the 2019 Bonds should consult their tax advisors as to collateral federal income tax consequences.

Burr Forman 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 2019 Bonds may affect the tax status of interest on the 2019 Bonds. In rendering its opinion, Burr Forman 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 2019 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 2019 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 2019 Bonds and could also affect, perhaps significantly, the market price for, or marketability of, the 2019 Bonds. Prospective purchasers of the 2019 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 Burr Forman McNair expresses no opinion.

[Original Issue Discount

Certain of the 2019 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 2019 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 2019 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 2019 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 2019 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 2019 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 2019 Bonds.]

State Tax Law Matters

Burr Forman McNair is of the opinion that under present laws of the State, interest on the 2019 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 2019 Bonds will be included in such computations.

FINANCIAL ADVISOR

Stifel, Nicolaus & Company, Incorporated, Columbia, South Carolina, has served as Financial Advisor to the City in connection with the offer and sale of the 2019 Bonds. As such, it has participated in the preparation of and review of the various financing documents related to the 2019 Bonds. The Financial Advisor will be paid from the proceeds of the 2019 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 2019 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 2018 (“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 2019 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 2019 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 2019 Bonds (including persons holding 2019 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any 2019 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 Fiscal Year 2014, the City timely filed its annual report on January 23, 2015. For the Fiscal Year 2015, the City timely filed its annual report on January 22, 2016. For Fiscal Year 2016, the City timely filed its annual report on January 25, 2017. For Fiscal Year 2017, the City timely filed its annual report on January 26, 2018. For Fiscal Year 2018, the City timely filed its annual report on January 25, 2019.

In recent years there have been numerous rating actions reported by Moody’s 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 July 11, 2016, of S&P’s change of Assured Guaranty Corp’s rating from AA- to AA in March 2014.

The City’s policy when it learns of incomplete or late filings is to take remedial action and provide this information immediately. In addition, the City has taken and is continuing to take certain steps to help identify and report events which may trigger continuing disclosure obligations pursuant to the Rule, including but not limited to, (1) increased education (including periodic training) and awareness by the City’s finance staff of the importance of the Rule and continuing

disclosure requirements provided thereby; (2) adoption of written policies and procedures related to continuing disclosure and the assignment by the City of its most senior finance staff member with responsibility for continuing disclosure; and (3) the City's review of potential market changes that might relate to the City's continuing disclosure requirements and engagement of advisors to help alert the City and its disclosure dissemination agent, DAC, to the same.

The City may modify from time to time, consistent with the Rule, the information provided to the extent necessary or appropriate in the judgment of the City, but: (1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the City; (2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of this Official Statement, after taking into account any amendments or interpretations of the Rule, as well as any changes in circumstances; and (3) any such modification does not materially impair the interest of the Holders or the beneficial owners, as determined by the nationally recognized bond counsel or by the approving vote of the Holders of a majority in principal amount of the 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 2019 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 2019 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 2019 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 2019 Bonds.

Underwriting

The City has engaged PNC and Raymond James to act as co-senior managing underwriters for the 2019 Bonds. The City selected PNC Capital Markets LLC ("PNC") as the book runner for the 2019 Bonds. Siebert serves as co-manager on the 2019 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 2019 Bonds are being purchased for reoffering by the Underwriters. The Underwriters have agreed, subject to certain conditions, to purchase the 2019 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 2019 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 2019 Bonds and the determinations of the City Council relating thereto are qualified in their entirety by reference to the definitive forms of the 2019 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 2019 Bonds is fully set forth in the Ordinance and neither any advertisement for the 2019 Bonds nor this Official Statement is to be construed as constituting an agreement with the holders of the 2019 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 2019 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, 2018**

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 2018 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
2018 [†]	[] [†]	[] [†]	[] [†]	[] [†]

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 fiscal years and estimates for 2018, 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>Fiscal Year Ended</u> <u>June 30</u>	<u>Columbia MSA</u>	<u>State</u>	<u>United States</u>
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
2017	67,000	58,300	68,000
2018 [†]	69,900	62,500	71,900

Source: U.S. Department of Housing and Urban Development, Office of Policy Development and Research

[†]Estimated as of April 1, 2018

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 2018					
March 2018					
April 2018					
May 2018					
June 2018					
July 2018					
August 2018					
September 2018					
October 2018					
November 2018					
December 2018					
January 2019					

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 five fiscal years, for which information is available:

<u>Fiscal Year Ended June 30</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>City</u>
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
2017			
2018			

Source: South Carolina Department of Revenue

Construction Activity

The growth of the City 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:

Fiscal Year Ended <u>June 30</u>	<u>Commercial</u>		<u>Residential</u>	
	Number of <u>Units</u>	Estimated <u>Commercial Costs</u>	Number of <u>Units</u>	Estimated <u>Residential Costs</u>
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
2018				

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 City. The City has experienced considerable expansion of Federal, State, and the City facilities. A prior example of governmental investment in the City 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.

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.

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.

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 Center 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 Moncrief Army Community Hospital ("Moncrief"), a 60-bed general medical and surgical hospital located on the base. Moncrief 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. China Jushi broke ground on December 8, 2016. The first phase of the project is anticipated to be completed by early 2019.

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.

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 30 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. In November 2017, it was announced that Palmetto Health and Upstate Affiliate Organization d/b/a Greenville Health System would become affiliated, to create SC Health Company and a shared strategic vision, operations and expanded access to health care for the areas in the State of South Carolina served by the two hospital systems.

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, 2018, there were 186 branches of commercial banks and savings institutions in the Columbia MSA, with deposits at all financial institutions totaling \$[].

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 2018 enrollment of []. The table below lists these institutions and their Fall 2017 enrollments:

<u>College/University</u>	<u>Enrollment</u>
University of South Carolina (Columbia Campus)	
Midlands Technical College	
Benedict College	
Southern Wesleyan University	
South University	
Columbia College	
Columbia International University	
Allen University	

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

SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE

The following statements are brief summaries of certain provisions of the General Ordinance, the Eleventh Supplemental Ordinance and the Thirteenth Supplemental Ordinance (as such terms are defined in the front part of this Official Statement or herein, as the context would allow; such General Ordinance, Eleventh Supplemental Ordinance and Thirteenth Supplemental Ordinance are referenced herein as the “Ordinance”). These summaries do not purport to be complete, and reference is made to the Ordinance for a full and complete statement of such provisions. All capitalized terms not defined herein have the meanings ascribed thereto in the front part of this Official Statement or the Ordinance.

CERTAIN DEFINITIONS

“2019 Bonds” means the \$[]* original principal amount Waterworks and Sewer System Revenue Bonds, Series 2019.

“2019 Debt Service Fund” means the fund of that name established pursuant to the Thirteenth Supplemental Ordinance to provide for the payment of the principal and interest on the 2019 Bonds.

“2019 Projects” means, collectively, the improvements, extensions and enlargements to the System, including any one or more of the projects described in the Thirteenth Supplemental Ordinance, and such other improvements as the City may deem necessary or incidental to the System.

“Accountant” means a firm of independent certified public accountants selected by the City.

“Act” means Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended, 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, Chapter 21, Code of Laws of South Carolina 1976, as amended.

“Additional Bonds” means any Bonds issued under the provisions of the General Bond Ordinance described under the heading “SUMMARY OF ORDINANCE—Additional Bonds—*Parity Obligations*” herein.

“Annual Budget” means the annual budget required by the provisions of the General Bond Ordinance described in Paragraph G under the heading “SUMMARY OF ORDINANCE—General Covenants” herein.

“Authorized Representative” means a Person designated to act on behalf of the City (which may or may not be an employee or elected official of the City) in a certificate, bearing such Person’s specimen signature, signed by the Mayor or City Manager and provided to the Paying Agent.

“Beneficial Owner” means any purchaser who acquires beneficial ownership interest in any 2019 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 2019 Bond held by the Depository or its Participants in which a beneficial ownership interest is claimed.

“Bondholders” or the term “Holders” or any similar term means the registered owner or owners of any Outstanding Bond or Bonds.

“Bond Counsel” means any attorney or firm of attorneys of nationally recognized standing in the matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States.

“Bonds” means, collectively, the Bonds of 2009, the Bonds of 2010, the Bonds of 2011, the Bonds of 2012, the Bonds of 2013, the Bonds of 2016, the Bonds of 2018 and the 2019 Bonds (each as defined herein), and any Bonds

issued under and pursuant to the General Bond Ordinance, except Junior Bonds and Special Facilities Bonds.

“Bonds of 2009” means the original principal amount of \$81,860,000 Waterworks and Sewer System Revenue Bonds, Series 2009, dated September 2, 2009, all of which is currently outstanding.

“Bonds of 2010” means the outstanding principal amount of \$105,000,000 of the City’s \$105,000,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2010, dated May 26, 2010, of which \$8,770,000 principal amount is currently outstanding.

“Bonds of 2011” means, the original principal amount \$100,000,000 Waterworks and Sewer System Revenue Bonds, Series 2011A, dated December 8, 2011, of which \$29,835,000 principal amount is currently outstanding.

“Bonds of 2012” means the \$58,055,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2012, dated March 8, 2012, all of which is currently outstanding.

“Bonds of 2013” means the \$75,305,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2013, dated December 18, 2013, of which \$66,615,000 principal amount is currently outstanding.

“Bonds of 2016” means, collectively, the original principal amount \$63,325,000 Waterworks and Sewer System Revenue Bonds, Series 2016A, dated December 8, 2016, of which \$59,740,000 principal amount is currently outstanding, and the original principal amount \$146,710,000 Waterworks and Sewer System Refunding Revenue Bonds, Series 2016B, dated December 8, 2016, of which \$144,675,000 principal amount is currently outstanding.

“Bonds of 2018” means the \$87,340,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2013, dated June 21, 2018, of which \$86,425,000 principal amount is currently outstanding.

“Book-Entry Form” or “Book-Entry System” means with respect to the 2019 Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in the 2019 Bonds may be transferred only through a book-entry and (b) physical 2019 Bond certificates in fully registered form are registered only in the name of a Depository or its nominee as Holder, with the physical 2019 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 2019 Bonds, when subject to the Book-Entry System.

“Books of Registry” means the registration books maintained by the Registrar in accordance with the General Bond Ordinance.

“Business Day” means any day other than a Saturday, a Sunday or a day which is in the State or the state in which the respective office of the Paying Agent and the Registrar is located a legal holiday or a day on which banking institutions are authorized by law or executive order to close.

“City” means the City of Columbia, South Carolina.

“Construction Fund of 2019” means the Fund established pursuant to the Thirteen Supplemental Ordinance into which a portion of the proceeds of the 2019 Bonds will be deposited and from which such proceeds will be disbursed to pay the Costs of Acquisition and Construction of the 2019 Projects and Costs of Issuance.

“Consulting Engineer” means 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 water treatment systems, sewage disposal and treatment systems employed by the City to perform and carry out the duties imposed by the General Bond Ordinance, and who or which is not a full-time employee of the City.

“Contingent Fund” means the fund of that name established pursuant to the General Bond Ordinance.

“Cost of Acquisition and Construction” means, to the extent permitted by the Act, all costs of acquisition and construction of any Project, including the Costs of Issuance with respect to and capitalized interest on Bonds issued

for such purpose. Cost of Acquisition and Construction include the payment of amounts due on bond anticipation notes, the proceeds of which were used for Cost of Acquisition and Construction.

“Cost of Issuance” means 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 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 refunding, premiums for insurance of the payment of Bonds, financing charges, accrued interest with respect to the initial investment of proceeds of Bonds and any other costs, charges or fees in connection with the original issuance of Bonds.

“Council” means the City Council of the City of Columbia, South Carolina.

“Debt Service” means, 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 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; provided, further, that in the case of Bonds which have been or will be issued as taxable obligations, for which the City has or will be entitled to receive a payment that effectively reduces the City’s debt service payment obligation therefore (including but not limited to Build America Bonds (“BABs”) issuable pursuant to the authority of the American Recovery and Reinvestment Act of 2009 (“ARRA”)), the amount to be paid or set aside in the applicable Debt Service Fund in each Fiscal Year for such payment of Debt Service will be reduced by the payment that the City has or will be entitled to receive for such purpose.

“Debt Service Fund” means the funds of that name established pursuant to the General Bond 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 the General Bond Ordinance as the same respectively become due and payable.

“Debt Service Reserve Fund” means the funds, if any, of that name established pursuant to the General Bond Ordinance and so designated pursuant to a supplemental ordinance.

“Default” or “Event of Default” means any of those defaults specified in and defined as such under the General Bond Ordinance, as summarized under the heading “SUMMARY OF ORDINANCE—Events of Default and Remedies—*Events of Default*” herein.

“Depository” means any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, operating and maintaining, with its Participants or otherwise, a book-entry system to record ownership of beneficial interests in the 2019 Bonds, and to effect transfers of the 2019 Bonds, in book-entry only form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Depreciation Fund” means the fund of that name established pursuant to the General Bond Ordinance.

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

“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 General Bond Ordinance or any supplemental ordinance thereto, the costs of any audit required by the General Bond Ordinance and the premium for all insurance required with respect to the System. Except as it may otherwise be amended as described under the heading “SUMMARY OF ORDINANCE—Amendments to Ordinance Pursuant to the Eleventh Supplemental Ordinance” herein, Expenses of Operating and Maintaining the System do 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.

“Fiscal Year” means 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.

“General Bond Ordinance” means Ordinance No. 93-43 of the Council of the City authorizing the issuance of Bonds enacted on May 21, 1993, as from time to time amended or supplemented by one or more supplemental ordinances.

“Government Obligations” means any of the following:

- (a) non-callable bonds, notes or direct obligations and general obligations of the United States;
- (b) non-callable, U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series);
- (c) non-callable, direct obligations of the U.S. Treasury which have been stripped by the U.S. Treasury;
- (d) 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 of America; and
- (e) pre-refunded municipal bonds which are rated “Aaa” by Moody’s or “AAA” by S&P.

“Interest Account” means the account by that name created within each respective Debt Service Fund.

“Interest Payment Date” means February 1 and August 1 of each year commencing August 1, 2019.

“Junior Bonds” means either (a) bonds secured by a pledge of Net Revenues junior and subordinate in all respects to the pledge securing the Bonds or (b) any other obligation or form of indebtedness, including lease purchase obligations secured by Net 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 the General Bond Ordinance.

“Maximum Debt Service” means, the highest aggregate principal and interest requirements (to the extent not capitalized) on the Bonds then Outstanding during any Fiscal Year. With respect to any Series of Variable Rate Indebtedness, for purposes of determining Maximum Debt Service the following methods will determine the interest rate to be used:

(a) in case of determining the Reserve Fund Requirement, the interest rate will be equal to the lesser of (i) the 25-Bond Revenue Index published by *The Bond Buyer* no more than two (2) weeks prior to, but in no event after, the sale of the series of Bonds to which the Reserve Fund Requirement in question applies, or (ii) the maximum interest rate allowable on such Variable Rate Indebtedness; and

(b) in the case of determining the Maximum Debt Service for purposes of the provisions of the Ordinance described in paragraph (C) under the heading “SUMMARY OF ORDINANCE—Additional Bonds—*Parity Obligations*” herein, the interest rate on Variable Rate Indebtedness will be equal to the initial interest rate as established or in effect with respect thereto on the date thereof;

provided, however, that if the 25-Bond Revenue Index referred to in (a) above is no longer published, any reasonably equivalent nationally recognized index published for the periods in question may be selected by the City for use in its stead; provided, further, that in the case of Bonds which have been or will be issued as taxable obligations, for which the City has or will be entitled to receive a payment that effectively reduces the City’s debt service payment obligation therefore (including but not limited to BABs issuable pursuant to the authority of the ARRA), the highest aggregate principal and interest requirements for such Bonds during any Fiscal Year will be reduced by the payment that the City has or will be entitled to receive therefor.

“Moody’s” means Moody’s Investors Service, Inc., and its successor.

“Net Revenues” means the Revenues of the System after deducting the Expenses of Operating and Maintaining the System.

“Ordinance” means the General Bond Ordinance and the Thirteenth Supplemental Ordinance.

“Outstanding,” when used with respect to any Bond, have the construction given to such word pursuant to the defeasance provisions of the General Bond Ordinance; i.e., a Bond is not 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 such provisions.

“Parity Bonds” means the Bonds of 2009, the Bonds of 2010, the Bonds of 2011, the Bonds of 2012, the Bonds of 2013, the Bonds of 2016 and the Bonds of 2018.

“Participant” means any bank, brokerage house or other financial institution for which, from time to time, the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

“Paying Agent” means for each Series of Bonds the respective paying agent or paying agents appointed pursuant to the supplemental ordinance authorizing such Bonds. With respect to the 2019 Bonds, the initial Paying Agent is Regions Bank, which also serves as the custodian of the 2018 Debt Service Fund.

“Permitted Investments” means (a) any one or more of the investments now or hereafter permitted by Section 6-5-10, Code of Laws of South Carolina 1976, as amended and in effect from time to time, or any authorization relating to the investment of City funds; and (b) the South Carolina Pooled Investment Fund or similar State administered pool investment fund.

“Principal Account” means the account by that name created within each respective Debt Service Fund.

“Project” means any and all replacements, enlargements, improvements, extensions, additions and betterments to the System, and all appurtenances, facilities, lands, rights in land, water rights, franchises and structures in connection therewith or incidental thereto, and any other project which may be financed through the issuance of bonds under the Act, including the acquisition of any system which is combined with or consolidated into the System pursuant to law.

“Record Date” means 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” means for any Series of Bond, the respective bank, trust company, depository or transfer agent appointed as registrar pursuant to the supplemental ordinance authorizing such Series of Bonds. With respect to the 2019 Bonds, the initial Registrar is Regions Bank.

“Reserve Fund Requirement” means, 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.

“Revenues” means all fees, tolls, rates, rentals 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 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.

“S&P” means S&P Global Ratings and its successors and assigns.

“Series” or “Series of Bonds” or “Bonds of Series” means 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 therefore pursuant to the General Bond Ordinance.

“Series 2009 Swap” means the interest rate swap transaction entered into between the City and the Swap Counterparty, related to the Bonds of 2009.

“Special Facilities” means any Project, 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 designates as such pursuant to ordinance of Council.

“State” means the State of South Carolina.

“Swap Counterparty” means JPMorgan Chase Bank, N.A., as the provider of the Series 2009 Swap.

“System” means the existing Waterworks and Sewer 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 thereto that may be made thereto at any time hereafter, including any Project, and any other public utility system with which the System may hereafter be combined pursuant to ordinance of Council.

“Thirteenth Supplemental Ordinance” means the Thirteenth Supplemental Ordinance No. 2019-[] of the Council enacted on May [], 2019.

“Underwriters” means PNC Capital Markets LLC and Raymond James & Associates Inc., on behalf of themselves and as representatives of Siebert Cisneros Shank & Co., L.L.C.

“Variable Rate Indebtedness” means 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.

SUMMARY OF ORDINANCE

Operation and Maintenance

The City has covenanted that adequate provision will be made for the Expenses of Operating and Maintaining the System, and that the Revenues derived from the System will be first used to make provision for the Expenses of Operating and Maintaining the System to keep the System in good repair and working order. The City has further covenanted and agreed it will 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 will 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.

Security for and Payment of the Bonds

The Bonds, together with the interest thereon, are payable solely from and secured equally and ratably by a lien upon the Net Revenues of the System. The Net Revenues are irrevocably pledged in the General Bond Ordinance to the payment of the principal of, premium, if any, and interest on the Bonds.

The Bonds will be on a parity with respect to the pledge and lien on the Net Revenues of the System inter sese, but not with respect to the particular Debt Service 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; and in all such instances, the pledge of Net Revenues made under the General Bond Ordinance, and the covenants and remedies thereby granted will be applicable and available to the Holders of such Bonds. The pledge of and lien upon Net Revenues securing the 2019 Bonds (and any other Bonds) is senior to the pledge and lien on Net Revenues securing the City’s obligations under the Series 2009 Swap or any Junior Bonds or any other charges, liens or encumbrances on the Net Revenues of the System, as contemplated by the provisions of the General Bond Ordinance described under the subheading “Funds Created Under General Bond Ordinance—*Application of Remaining Revenues*” herein.

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 will 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 set forth in the General Bond Ordinance to be performed by the City are 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 in the General Bond Ordinance or in the Bonds, and, except as aforesaid, all Bonds will rank pari passu and will be secured equally and ratably thereunder without discrimination or preference whatsoever.

Creation and Flow of Funds

Creation of Funds and Order of Payment

The following are the funds and accounts created and established by the General Bond Ordinance:

- (i) Debt Service Fund to be held by the City, including an Interest Account and Principal Account.
- (ii) Debt Service Reserve Fund, if any, to be held by the City.

Pursuant to the provisions of the General Bond Ordinance described under the heading “Funds Created Under General Bond Ordinance—*Contingent Fund and Depreciation Fund*” herein, the General Bond Ordinance 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 General Bond Ordinance will 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 provided in the General Bond Ordinance, and (b) the cash required to be accounted for in each of the foregoing funds established pursuant to the General Bond Ordinance 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 in the General Bond Ordinance.

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 the General Bond Ordinance that the funds created thereby (other than the Construction Fund) will 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 prescribed by the General Bond Ordinance and in the order of priority therein set forth.

So long as any of the Bonds are Outstanding, the Revenues of the System will be applied at the times, in the amounts and for the purposes as provided or permitted by the General Bond Ordinance, and in the following order of priority:

First, provision will be made for the payment of Expenses of Operating and Maintaining the System;

Second, there will be transferred into the respective Debt Service Funds, the amounts required by the General Bond Ordinance or any supplemental ordinance thereto;

Third, there will be transferred into the respective Debt Service Reserve Funds, if any, the amounts required by the General Bond Ordinance or any supplemental ordinance thereto;

Fourth, provision will 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 Series 2009 Swap

and the payment of interest on amounts advanced by the provider of any surety bond, insurance policy or letter of credit), as described in the General Bond Ordinance;

Fifth, there will be transferred into the Contingent Fund and the Depreciation Fund the amounts required by the General Bond Ordinance; and

Sixth, the remaining Revenues will be disposed of as provided in the General Bond Ordinance;

The Debt Service Fund, the Debt Service Reserve Fund and the Construction Fund or any one or more of such funds, may at the option of the City be held by a bank, a trust company, a national banking association or a national association as Custodian under the General Bond Ordinance or a supplemental ordinance thereto.

Funds Created Under General Bond Ordinance

Debt Service Fund

The respective Debt Service 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 will be made in the manner prescribed by the General Bond Ordinance and all moneys in the respective Debt Service Funds will 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 will 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 Debt Service Fund, including the accounts therein, will be added to and become a part of such respective Funds and the accounts therein.

There will be transferred from the Revenues of the System into the Debt Service Fund sufficient moneys so as to comply with the provisions described below for the payment of the Bonds then Outstanding.

(a) There will 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 Debt Service Funds. Not later than the fifth day preceding an interest payment date (or if such fifth preceding day is not a business day, then on the next preceding business day), the City will transfer for deposit into the respective Debt Service Funds for credit to the Interest Account an amount which will, together with any other funds on deposit from whatever source in the Interest Account of the respective Debt Service Fund, on such 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 described in this paragraph, consideration will 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 otherwise made to the Interest Account.

(b) There will be established and maintained, for the purpose of paying the principal of the Bonds as it becomes due, whether at maturity or by mandatory sinking fund redemption, a Principal Account in the respective Debt Service Funds. Not later than the fifth day preceding any principal payment date or mandatory sinking fund redemption date on any Bond (or if such fifth preceding day is not a business day, then on the next preceding business day), the City will transfer into the respective Debt Service Funds to the credit of the Principal Account an amount which will, together with any other funds on deposit from whatever source in the Principal Account of the Debt Service Fund, provide sufficient funds to pay the aggregate amount of the principal of Bonds coming due on such principal payment date or mandatory sinking fund redemption date. In making any of the deposits to the Principal Account described in this paragraph, consideration will be given to and allowance made for any other credits otherwise made to the Principal Account.

(c) If, on the dates when the payments required by paragraphs (a) and (b) above are to be made, the payments required by said paragraphs (a) and (b) will be less than the sum required to be transferred to a Debt Service Fund to effect the payment of succeeding installment of principal or interest, or both, as the case may be, moneys in the applicable Debt Service Reserve Fund, if any, equal to such deficiency will be added to the payment to be made pursuant to said paragraphs (a) and (b).

Moneys in the respective Debt Service Funds will be used and applied solely to the payment of the interest on and the retirement of principal of and redemption premium, if any, on the respective Series of Bonds and will be used and applied in accordance with the provisions of the General Bond Ordinance. The moneys paid into the respective Debt Service Funds will be held by the City 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 and withdrawals from such Funds will be made in order to transfer such moneys to the Paying Agent for the respective Series of Bonds. Such withdrawals will be made so that the necessary moneys will be available to the Paying Agent not later than one (1) 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.

Moneys held for the credit of the respective Debt Service Funds will be invested, to the fullest extent practicable and reasonable, in Permitted Investments which will mature prior to the respective dates when the moneys held for the credit of such Fund will be required for the purpose intended.

Debt Service Reserve Fund

A supplemental ordinance to the General Bond Ordinance may, but is not required to, provide for the establishment of a Debt Service Reserve Fund for any Series of Bonds. Each Debt Service Reserve Fund will, subject to certain provisions of the General Bond 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 is Outstanding. Each such Debt Service Reserve 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 will be kept on deposit with the City, and withdrawals therefrom will be made for the purposes provided in the General Bond Ordinance. **No Debt Service Reserve Fund will be established for or funded with the proceeds of the 2019 Bonds.**

Moneys in each Debt Service Reserve Fund will 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 Debt Service 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 the General Bond 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 will not be less than the Reserve Fund Requirement; and
- (d) to effect the retirement of a Series of Bonds through purchase under the conditions prescribed in the General Bond Ordinance.

Whenever the market value (determined as of the evaluation date specified in the General Bond Ordinance) of the cash and securities in the applicable Debt Service Reserve Fund exceeds the applicable Reserve Fund Requirement, such excess may be used at the direction of the City (i) 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) to be considered Revenues or, (iii) at the option of the City, to be transferred to the Construction Fund during the period of construction or acquisition of a Project. Purchases of Bonds will be effected by the City through the Paying Agent, and whenever Bonds have been purchased pursuant to this authorization, it will be the duty of the Paying Agent to cancel and destroy such Bonds and to deliver certificates evidencing such act to the City.

Whenever the aggregate value of cash and securities in a Debt Service Reserve Fund is less than the applicable Reserve Fund Requirement, there will 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 cash and securities in such Debt Service Reserve Fund to the applicable Reserve Fund Requirement during the succeeding 12 months.

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 will be transferred to the applicable Construction Fund, or if one does not exist, be considered Revenues.

Moneys in the respective Debt Service Reserve Funds established by the General Bond Ordinance will be invested, to the fullest extent practicable, in Permitted Investments, maturing at such times and in such amounts as are required to provide moneys to make the payments required to be made from such funds.

Application of Remaining Revenues

After making payment for the Expenses of Operating and Maintaining the System, and after making payments on the Bonds, the Revenues of the System will then be used first for the payment of Junior Bonds or to meet any other obligations of the City which are or which will become charges, liens or encumbrances upon the Revenues of the System; second to make such deposits to the Contingent Fund as required by the General Bond Ordinance 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 the General Bond Ordinance to build up a proper reserve for depreciation of the System; and third as the Council will from time to time determines to be in the best interest of the City.

Contingent Fund and Depreciation Fund

The General Bond Ordinance establishes a Contingent Fund and a Depreciation Fund.

The City will 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 will 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 will 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 will be held by the City in accordance with the General Bond Ordinance, and may be invested in Permitted Investments. Withdrawals from the Contingent Fund and the Depreciation Fund may be made by an authorized representative of the City.

Rates and Charges

The City has covenanted and agreed in the General Bond 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 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) 100% of the amounts required to pay Expenses of Operating and Maintaining the System for the then current Fiscal Year; (b) 110% of the amounts required to be deposited into each Debt Service Fund for the then current Fiscal Year; (c) 100% of the amounts required to be deposited into each Debt Service Reserve Fund for the then current Fiscal Year; (d) 100% of the amounts required to provide for payment of any Junior Bonds for the then current Fiscal Year; and (e) the amounts necessary to comply in all respects with the terms of the General Bond Ordinance or any other contract or agreement with the Holder of a Bond; provided, further, that for purposes of determining the amounts required to be deposited into a Debt Service Fund pursuant to clause (b), to provide for payment of Junior Bonds pursuant to clause (d) or otherwise as provided in clause (e) described above, in the case of Bonds or Junior Bonds which have been or will be issued as taxable obligations, for which the City has or will be entitled to receive a payment that effectively reduces the City's debt service payment obligation therefor (including but not limited to BABs issuable pursuant to the authority of the ARRA), the debt service requirements for such Bonds or Junior Bonds will be reduced by the payment that the City has or will be entitled to receive therefor.

Additional Bonds

Parity Obligations

Anytime and from time to time, one or more Series of Additional Bonds (exclusive of bonds issued to refund Bonds) may be issued by a supplemental ordinance for such purposes as may be permitted by the Act upon compliance with the provisions of the General Bond Ordinance 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 will be executed a certificate of the Finance Director, City Manager or chief administrative official of the City stating (i) either (a) that no default exists in the payment of the principal of, premium, if any, or interest on the Junior Bonds and no Default exists in the payment of the principal of, premium, if any or interest on the Bonds, and all mandatory sinking fund redemptions, if any, required to have been made have been made, or (b) that the application of the proceeds of sale of the Series of Additional Bonds to be issued as required by the supplemental ordinance authorizing their issuance will cure any such default or 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 the General Bond Ordinance, or (b) setting forth the circumstances of each such Default known to him or her.
- B. If a certificate executed pursuant to the provisions of the General Bond Ordinance described in part (A) above should disclose a default or Default, there will be filed with the City an opinion of Bond Counsel that, in the case of any default or Default disclosed in a certificate filed pursuant thereto, each such default or Default does not deprive the Bondholders of the security afforded by the General Bond Ordinance, as amended and supplemented, in any material aspect.
- C. For the issuance of Additional Bonds to finance the Cost of Acquisition and Construction, or a portion thereof, of any Project, there will be delivered a report, which report is not required to be based upon the latest audit of the City, from the City Manager or Finance Director of the City, an Accountant or a Consulting Engineer stating that the amount of Net Revenues of the System for any consecutive twelve (12) month period out of the last twenty-four (24) month period ("Test Period") is not less than one hundred thirty percent (130%) of the sum of the 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 any such twelve (12) month period may be adjusted by adding the following:
 - (1) in case the rates and charges for the services furnished by the System will have been revised and such revised rates and charges will 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 or an Accountant, and
 - (2) 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 will be based upon the method of computing Net Revenues under the General Bond Ordinance and approved by a Consulting Engineer or an Accountant).
- D. Such Additional Bonds will be issued to secure funds to defray the Cost of Acquisition and Construction of a Project; 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 enterprise combined with the System.

- E. The supplemental ordinance to the General Bond Ordinance authorizing such Additional Bonds may provide for the funding of the Debt Service Reserve Fund with respect to such Series of Bonds in the amount of the Reserve Fund Requirement, if any, with respect to such Series of Bonds.

Without complying with the provisions of the General Bond Ordinance described in the first paragraph under this subheading “*Parity Obligations*” except as otherwise provided in the General Bond Ordinance, the City by means of a supplemental ordinance to the General Bond Ordinance enacted in compliance with the provisions of the Act and any other statutory provisions authorizing the issuance of revenue refunding bonds, including advance refunding bonds, may issue refunding Bonds under the provisions of the General Bond Ordinance as follows:

- A. Additional 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 Bonds subject to redemption from such sinking fund installments not in excess of the amount of Bonds required to be redeemed on such due date) for the payment of which sufficient Revenues are not available. Any Additional Bonds issued for such purpose will mature (or sinking fund installments therefor will commence) not earlier than the latest stated maturity of any Bond not then refunded to be Outstanding after such refunding.
- B. Additional Bonds may be issued at any time for the purpose of refunding (including by purchase) Bonds, including amounts to pay principal, redemption premium and interest to the date of redemption (or purchase) of the Bonds and the Costs of Issuance; provided that (i) the Debt Service on all Bonds to be Outstanding after the issuance of the proposed Series of refunding Bonds will not be greater than would have been the Debt Service on all Bonds not then refunded and the Bonds to be refunded or (ii) the requirements of the provisions of the General Bond Ordinance described in parts (A), (B), (C) and (E) of the preceding paragraph are met with respect to the refunding Bonds.

Junior Bonds

The City may at any time issue Junior Bonds in such amount as it may from time to time determine, payable from the Revenues, provided that such Junior Bonds are issued to secure funds to defray the cost 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, and provided further that the pledge of Net Revenues securing Junior Bonds is at all times subordinate and inferior to the pledge securing the Bonds.

Special Facilities Bonds

The City also has 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 must determine that the receipts, income, revenues, fees and other charges to be levied and collected in connection with the Special Facilities are 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 will be segregated from the Revenues of the System.
- C. The debt service payments and other costs and expenses related to such Special Facilities will not be paid from Revenues of the System.

General Covenants

The City has made several covenants in the General Bond Ordinance (which covenants are also made a part of the supplemental ordinances thereto) including, without limitation, the following:

- A. The City will keep proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries will be made of all transactions relating to the System. A complete financial statement of the System will be prepared within 180 days after the end of each Fiscal Year and will be prepared in accordance with generally accepted accounting principles and audited by an Accountant. The City will cause to be furnished to any Holder of any of the Bonds, who makes written request therefor, a copy of such statement. Such records will be kept in accordance with the standards from time to time prescribed by the Governmental Accounting Standards Board or its successor. The City will cause to be furnished to any Holder of any of the Bonds, who make written request therefor, copies of financial statements certified by an accountant.
- B. The City will not issue any bonds, notes, certificates or other obligations or evidences of indebtedness other than the Bonds or obligations authorized or permitted by the General Bond Ordinance secured by a pledge of the Net Revenues, and 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 pursuant to the General Bond Ordinance, and no part of the System will be sold, mortgaged, leased or otherwise disposed of or encumbered; provided, however, the City may from time to time permanently abandon the use of, sell, trade or lease any property forming a part of the System, but only if there is filed with the Clerk of the City prior to such abandonment, sale or lease a certificate, signed by the City Manager, stating:
 - (1) that the City is not then in Default in the performance of any of the covenants, conditions, agreements or provisions contained in the General Bond Ordinance, and
 - (2) that the Net Revenues for the preceding Fiscal Year, after giving effect to such abandonment, sale or lease and any replacement and after adjustment to reflect the moneys which would have been received if the rate schedule in effect on the date of such certificate had been in effect throughout such Fiscal Year, are not less than 100% of the Debt Service for any Fiscal Year thereafter. Amounts received from any such sale or disposition will be considered Revenues of the System.
- C. The City will make provision to maintain adequate insurance (including self-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.
- D. The City will not furnish free service 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 will be charged against the City and will be paid as the service accrues from the current funds and such funds, when so paid, will be accounted for in the same manner as other Revenues of the System.
- E. Prior to the beginning of each Fiscal Year, the City will prepare an annual budget for the ensuing Fiscal Year which will set forth in reasonable detail the estimated Revenues and operation and maintenance expenses. The City also may at any time adopt an amended annual budget for the remainder of the then current Fiscal Year.

The City has made several covenants in the Thirteenth Supplemental Ordinance including, without limitation, the following:

- A. The City will not take any action which will, or fail to take any action which failure will, cause interest on the 2019 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 2019 Bonds. No use of the proceeds of the 2019 Bonds will be made which, if such use had been reasonably expected on the date of issue of the 2019 Bonds would have caused the 2019 Bonds to be “arbitrage bonds,” as defined in the Code; and to that end the City will:
 - (1) 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 2019 Bonds are Outstanding;
 - (2) 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
 - (3) make such reports of such information at the times and places required by the Code.
- B. The City will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement in the form attached to this Official Statement as Appendix E (“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 General Bond Ordinance or the Thirteenth Supplemental Ordinance, failure of the City to comply with the provisions of the Continuing Disclosure Agreement will not be considered an Event of Default under the General Bond Ordinance or the Thirteenth Supplemental Ordinance.
- C. The City, so long as and to the extent required pursuant to Section 11-1-85, Code of Laws of South Carolina 1976, as amended, will file with a central repository for availability in the secondary bond market when requested:
 - (1) an annual independent audit, within thirty (30) days of the City’s receipt of the audit; and
 - (2) 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.
- D. The only remedy for failure by the City to comply with the Continuing Disclosure Agreement or the covenants of the Thirteenth Supplemental Ordinance described in paragraph C above will be an action for specific performance of the covenant; and failure to comply will not constitute a default or an “Event of Default” under the General Bond Ordinance or the Thirteenth Supplemental Ordinance. The Registrar and the Paying Agent will have no responsibility to monitor the City’s compliance with the Continuing Disclosure Agreement or the covenants included in the provisions of the Thirteenth Supplemental Ordinance described in paragraph C above, and the City has specifically reserved the right to amend or delete its covenants in the Continuing Disclosure Agreement or in the provisions of the Thirteenth Supplemental Ordinance described in paragraph C above 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 2019 Bond.

Pursuant to the Eleventh Supplemental Ordinance, the Council adopted the following procedures relating to continuing disclosure for all publicly-traded debt including but not limited to the 2019 Bonds:

- A. The Assistant City Manager for Finance and Economic Services or the equivalent thereto (“Disclosure Representative”) of the City will be responsible for compliance with these written

procedures and for compliance with any continuing disclosure obligations undertaken by the City or imposed upon the City by state or federal law or regulations. The Disclosure Representative is permitted to obtain the assistance of his or her staff and authorized to obtain professional assistance to cause this information to be compiled and provided, but the ultimate responsibility for the dissemination of the information will remain with the Disclosure Representative.

- B. The Disclosure Representative will acquire a clear understanding regarding the City's continuing disclosure obligations. Through participation in professional groups such as the South Carolina Government Finance Officers Association or the South Carolina Financial Concepts and Strategies Institute, the Disclosure Representative will participate in continuing education programs regarding continuing disclosure.
- C. For each issuance of bonds that involves a continuing disclosure obligation, the Disclosure Representative will review such continuing disclosure undertaking and discuss with the City's bond counsel, financial advisor and underwriter, if any, prior to the execution of such continuing disclosure undertaking.

Amendments or Supplements to the Ordinance

The City may, from time to time and without the consent of any Holder of the Bonds enact an ordinance amendatory or supplemental to the General Bond Ordinance (1) to provide for the issuance of Bonds, or (2) (a) to make any amendments or modifications thereto which may be required to permit the General Bond Ordinance to be qualified under the Trust Indenture Act of 1939, as amended; (b) to make any modification or amendment to the General Bond Ordinance not inconsistent therewith required for the correction of language or to cure any ambiguity or defective provisions, omission, mistake or manifest error therein contained; (c) to make any amendments or supplements thereto 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 (d) to add to the security of the Holders of the Bonds.

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, have the power to assent to and authorize any modification or amendment to the provisions of the General Bond Ordinance that may be proposed by the City or of the rights and obligations of the City and of the Holders of Bonds issued under the General Bond Ordinance; and any action 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 will 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 the General Bond Ordinance; provided always, that without the consent of the Holder of each Bond affected thereby, no such modification will be made which will (1) 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 (2) give to any Bond or Bonds any preference over any other Bond or Bonds, or (3) authorize the creation of any pledge prior to or, except as provided in the General Bond Ordinance for the issuance of Series of Bonds, on a parity with the pledge afforded by the General Bond Ordinance, or (4) reduce the percentage in principal amount of the Bonds required to assent to or authorize any such modification to the General Bond Ordinance. For the purpose of computations described by this paragraph, Bonds directly or indirectly owned or controlled by the City will be disregarded.

Any modification or amendment or supplement to the provisions of the General Bond Ordinance or of any ordinance supplemental thereto will be set forth in an ordinance to be enacted by the City.

The provisions of the General Bond Ordinance described above have been amended as described under the heading "Amendments to Ordinance Pursuant to the Eleventh Supplemental Ordinance" herein.

Amendments to Ordinance Pursuant to the Eleventh Supplemental Ordinance

Pursuant to the Eleventh Supplemental Ordinance, the City has amended certain provisions of the General Bond Ordinance, which amendments will become effective on the earlier of: (1) the date on which all the Outstanding

Bonds (other than the Bonds of 2016, 2018 and the 2019 Bonds) cease to be Outstanding; or (2) the date on which the Holders of 66 2/3% in principal amount of the Bonds then Outstanding assent to and authorize such amendment (by their acceptance of the Bonds of 2016, 2018 and the 2019 Bonds when issued, the Holders thereof have or will be deemed to have so assented and authorized such amendment), as follows:

(1) Article IX of the General Bond Ordinance is amended by adding the following text as a new paragraph at the end thereof:

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 General Bond Ordinance as contemplated by this Article in the same manner as the Holders of the Bonds.

(2) The definition of “Expenses of Operating and Maintaining the System” is amended by deleting the last sentence thereof and replacing it with the following text in its entirety:

Expenses of Operating and Maintaining the System shall not include (i) any allowance for depreciation, (ii) any renewals or replacements of capital assets of the System, (iii) any amounts deemed to be payments in lieu of taxes or other equity transfers, (iv) any person-related and other post-employment benefit-related expenses (other than such amounts actually paid) of the System, (v) 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 (vi) any losses on the sale or other disposition of investments or fixed or capital assets.

Events of Default and Remedies

Events of Default

With respect to the Bonds, the following will constitute “Defaults” or “Events of Default:”

- A. If payment of the principal of any Bond, whether at maturity or by proceedings for redemption, by declaration or otherwise, is not made by the City after the same has become 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 fails or refuses to comply with the essential provisions of the Act, or fails in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in the Bonds or in the General Bond Ordinance or in any supplemental ordinance thereto on the part of the City to be performed, and such failure continues for 30 days after written notice specifying such failure and requiring the same to be remedied has been given to the City by the Holders of not less than 20% in principal amount of the Bonds then Outstanding or any trustee or committee therefore; 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 the General Bond Ordinance or any supplemental ordinance thereto 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 (1) with the consent or acquiescence of the City, appointing a receiver or receivers of the System or any of the facilities thereof, or (2) 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 under the General Bond Ordinance in any material respect.

Subject to the provisions, limitations and conditions of the General Bond Ordinance, insofar as the remedies provided in said provisions are concerned, nothing will 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 the General Bond Ordinance 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 the General Bond Ordinance.

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 Holders of not less than 25% in principal amount of the Bonds then Outstanding may, by written notice to the City filed in the office of the Clerk of the City, 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 will become and be due and payable immediately, anything contained in the General Bond Ordinance or any supplemental ordinance thereto or in any of the Bonds to the contrary notwithstanding. This provision is also subject, however, to the condition that, if at any time after the principal of the Bonds, together with the accrued and unpaid interest thereon and other moneys secured in the General Bond Ordinance, 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 City, may waive such Default and its consequences and rescind and annul such declaration. No such waiver or rescission or annulment will extend to or affect any subsequent default or impair or exhaust any right or power related to such subsequent Default.

Appointment of a Receiver

Upon the occurrence of an Event of Default described in paragraphs A and B under the sub-caption "Events of Default" above, 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 Holders of not less than 25% in principal amount of the Bonds then Outstanding or any trustee therefore, such court will appoint a receiver. Any receiver so appointed will (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 will (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 directs.

Notwithstanding anything contained in the General Bond Ordinance or the Act, such receiver has 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.

Suits at Law or in Equity and Mandamus

In case any one or more of the Events of Default happens and is continuing, then and in every such case, but subject to the provisions, limitations and conditions of the General Bond Ordinance so far as the remedies provided in said provisions are concerned, the Holder of any Bond at the time Outstanding, or trustee therefore, 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 Holder's right against the City and require and compel the City to perform and carry out its duties and obligations under the Act and the General Bond 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.

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 are entitled to all the remedies and benefits of the General Bond Ordinance as are and as will be provided by law, and, subject to the provisions of the General Bond Ordinance, nothing therein will 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 Act and the General Bond Ordinance upon any Holder of any Bond is intended to be exclusive of any other remedy, and each and every such remedy will be cumulative and will be in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred by the Act and the General Bond Ordinance 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 will extend to or affect any subsequent default or breach of duty or contract, or will 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 will impair any such right or power or will 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 will be brought or taken and then discontinued or abandoned, or will be determined adversely to Holders of the Bonds then and in every such case, the City and such Holders will be restored to their former positions and rights and remedies as if no suit, action or proceeding had been brought or taken.

Restrictions on Bondholder's Action

No Holder of any Bond will have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of the General Bond Ordinance or the execution of any trust under the General Bond Ordinance or for any remedy under the General Bond Ordinance unless such Holder has previously given to the City written notice of the happening of an Event of Default and the Holders of at least 25% in principal amount of the Bonds then Outstanding has filed a written request with the City and has offered the City reasonable opportunity, either to exercise the powers granted in the General Bond Ordinance or by the laws of the State or to institute such action, suit or proceeding in its own name, and unless such Holders has offered to the City adequate security and indemnity against the costs, fees (including reasonable attorneys' fees), expenses and liabilities to be incurred therein or thereby, and the City has refused to comply with such request for a period of 60 days after receipt by it of such notice, request an offer of indemnity, it being understood and intended that no one or more Holders of Bonds has any right in any manner whatever by his or their action to affect, disturb or prejudice the pledge created by the General Bond Ordinance, or to enforce any right under the General Bond Ordinance, except in the manner therein provided; and that all proceedings at law or in equity to enforce any provision of the General Bond Ordinance will be

instituted, had and maintained in the manner provided in the General Bond Ordinance and for the equal benefit of all Holders of the Outstanding Bonds.

Nothing in the General Bond Ordinance or in the Bonds contained will 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.

Application of Revenues and Other Moneys After Default

During the continuance of an Event of Default, all moneys received by the City or any receiver pursuant to any right given or action taken under the provisions of the General Bond Ordinance described in this heading "Events of Default" will, 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 City or any receiver with respect thereto, be deposited in the Debt Service Fund, and all amounts held by the City or any receiver will be applied as follows:

- (a) Unless the principal of all Outstanding Bonds has become or has 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 are not 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 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 are not 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 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 have been declared due and payable, and if such declaration thereafter has been rescinded and annulled under the provisions of the General Bond Ordinance, then, subject to the provisions of the General Bond Ordinance described in paragraph (b) herein in the event that the principal amounts of all Outstanding Bonds later becomes due or is declared due and payable, the moneys will be applied in accordance with the provisions of the General Bond Ordinance described in paragraph (a) above.

Whenever moneys are to be applied by the City or any receiver pursuant to the provisions of the Ordinance described under this caption "Application of Revenues and Other Moneys After Default," such moneys will be applied by it at such times, and from time to time, as the City or any receiver determines, 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 City or any receiver applies such moneys, it will fix the date (which will be a Bond payment date unless it deems 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 ceases to accrue. The City or any receiver will 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 will not be required to make payment to the Holder of any Bond until such Bond is presented to the City or any receiver 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 the General Bond Ordinance described under this caption “Application of Revenues and Other Moneys After Default” and all expenses and charges of any receiver have been paid, any balance remaining will be paid to the person entitled to receive the same; if no other person is entitled thereto, then the balance will be paid to the City or as a court of competent jurisdiction may direct.

Defeasance

The obligations of the City under the General Bond Ordinance and the liens, pledges, charges, trusts and the covenants and agreements of the City therein made or provided for, will be fully discharged and satisfied as to any Bond; and, unless or except as otherwise provided in the supplemental ordinance to the General Bond Ordinance providing for the issuance of any Series of Bonds, such Bond or Series of Bonds will no longer be deemed to be Outstanding thereunder when:

- (a) such Bond or Series of Bonds has 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) has been made or caused to be made in accordance with the terms thereof, or (ii) has been provided for by irrevocably depositing with the Paying Agent or such other depository as the City may designate in trust and irrevocably set 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 Paying Agent and the Registrar. At such time as a Bond or Series of Bonds is no longer deemed to be Outstanding under the General Bond Ordinance, as aforesaid, such Bond or Series of Bonds will cease to draw interest from the redemption date thereof, and, except for the purposes of any such payment from such moneys or Government Obligations, will no longer be secured by or entitled to the benefits of the General Bond Ordinance.

APPENDIX D
FORMS OF OPINIONS OF CO-BOND COUNSEL

[Letterhead of Burr Forman McNair]

[Letterhead of 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 [], 2019, 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 \$[]* Waterworks and Sewer System Revenue Bonds, Series 2019, 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, 2019. 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 the following Annual Financial Information with respect to the Issuer, as of and for the fiscal year then completed, as 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 GASB (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) 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.

The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

CITY OF COLUMBIA, SOUTH CAROLINA,
as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A
NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer: City of Columbia, South Carolina
Obligated Person(s): City of Columbia, South Carolina
Name of Bond Issue: \$[]* Waterworks and Sewer System Revenue Bonds, Series 2019
Date of Issuance: [], 2019
Date of Official Statement: [], 2019

CUSIP Number:

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: \$[]* Waterworks and Sewer System Revenue Bonds, Series 2019
 Date of Issuance: [], 2019
 Date of Official Statement: [], 2019

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 [], 2019, 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.

315 East Robinson Street, Suite 300

Orlando, Florida 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.
315 East Robinson Street, Suite 300
Orlando, Florida 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.
315 East Robinson Street, Suite 300
Orlando, Florida 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 [], 2019, is executed and delivered by the City of Columbia, South Carolina (“Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (“Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (defined below) of the Bonds (defined below) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (“Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. DAC is not a “Municipal Advisor” as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (defined below). The capitalized terms shall have the following meanings:

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f) hereof, by which the Annual Report is to be filed with the MSRB.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Audited Financial Statements” means the audited financial statements of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i)(B) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Annual Report” means an Annual Report containing Annual Financial Information described in and consistent with Section 3 of this Disclosure Agreement.

“Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Disclosure Representative” means the Assistant City Manager for Finance and Economic Services or designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

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

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements, the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Notice Event” means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

“Official Statement” means that Official Statement prepared by the Issuer in connection with the Bonds, as listed on Appendix A.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(10) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than February 1 after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2019. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the

Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall provide in a timely manner an electronic copy of the Issuer's unaudited financial statements to the Disclosure Dissemination Agent and shall, within a reasonable time of when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
- (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) hereof with the MSRB;
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) hereof with the MSRB;
- (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) hereof with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) hereof (being any of the categories set forth below as modified by the MSRB) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - 1. "Principal and interest payment delinquencies;"
 - 2. "Non-Payment related defaults, if material;"
 - 3. "Unscheduled draws on debt service reserves reflecting financial difficulties;"
 - 4. "Unscheduled draws on credit enhancements reflecting financial difficulties;"
 - 5. "Substitution of credit or liquidity providers, or their failure to perform;"
 - 6. "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
 - 7. "Modifications to rights of securities holders, if material;"
 - 8. "Bond calls, if material, and tender offers;"
 - 9. "Defeasances;"
 - 10. "Release, substitution, or sale of property securing repayment of the securities, if material;"
 - 11. "Rating changes;"

12. “Bankruptcy, insolvency, receivership or similar event of the Issuer;”
 13. “Merger, consolidation, or acquisition of the Issuer, if material;”
 14. “Appointment of a successor or additional trustee, or the change of name of a trustee, if material;”
 15. “Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material;” and
 16. “Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties.”
- (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;
- (vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) hereof (being any of the categories set forth below as modified by the MSRB) when filing pursuant to Section 7(a) of this Disclosure Agreement:
1. “Amendment to continuing disclosure undertaking;”
 2. “Change in Issuer;”
 3. “Notice to investors pursuant to bond documents;”
 4. “Certain communications from the Internal Revenue Service;”
 5. “Secondary market purchases;”
 6. “Bid for auction rate or other securities;”
 7. “Capital or other financing plan;”
 8. “Litigation/enforcement action;”
 9. “Change of tender agent, remarketing agent, or other on-going party;” and
 10. “Other event-based disclosures.”
- (vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) hereof with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) hereof (being any of the categories set forth below as modified by the MSRB) when filing pursuant to Section 7(b) of this Disclosure Agreement:
1. “Quarterly/monthly financial information;”
 2. “Change in fiscal year/timing of annual disclosure;”
 3. “Change in accounting standard;”

4. "Interim/additional financial information/operating data;"
5. "Budget;"
6. "Investment/debt/financial policy;"
7. "Information provided to rating agency, credit/liquidity provider or other third party;"
8. "Consultant reports;" and
9. "Other financial/operating data."

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

SECTION 3. Content of Annual Reports.

Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement as follows; provided, however, that in the event the following information is collected and prepared by a party other than the City, the City shall be excused from compliance for failure to timely provide such information in the event such information is not available to the City:

- (1) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to this Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
- (2) Financial and operating data for the preceding fiscal year, which shall consist of the financial and operating data contained in the following tables in the Official Statement:
 - (a) Under the caption, "FINANCIAL FACTORS": (i) Five-Year Summary and (ii) Historical Debt Service Coverage of the System; and
 - (b) Under the caption, "THE CITY AND THE SYSTEM": (i) Ten Largest Customers, (ii) Number of Billed Customers on Waterworks System, (iii) Number of Billed Customers on Sanitary Sewer System, (iv) Water Rates (if modified during such fiscal year), (v) Sewer Rates (if modified during such fiscal year), (vi) Comparison of Water Rates in the Columbia MSA, and (vii) Capital Improvements Undertaken.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

If the Annual Financial Information contains modified operating data or financial information different from the Annual Financial Information agreed to in the continuing disclosure undertaking

related to the Bonds, the Issuer is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

13. The consummation of a merger, consolidation, or acquisition involving an Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a financial obligation of an Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of an Issuer, any of

which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of an Issuer, any of which reflect financial difficulties.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that either (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2(e)(iv) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. The Issuer will provide the Dissemination Agent with the CUSIP numbers for (i) new bonds at such time as they are issued or become subject to the Rule and (ii) any Bonds to which new CUSIP numbers are assigned in substitution for the CUSIP numbers previously assigned to such Bonds.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable to the Disclosure Dissemination Agent until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior

written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the

Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

CITY OF COLUMBIA, SOUTH CAROLINA, as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A
NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer	City of Columbia, South Carolina
Obligated Person(s)	City of Columbia, South Carolina
Name of Bond Issue:	\$_____ * Waterworks and Sewer System Revenue Bonds, Series 2019
Date of Issuance:	[], 2019
Date of Official Statement:	[], 2019
CUSIP Number:	198504

EXHIBIT B
NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer City of Columbia, South Carolina
Obligated Person(s) City of Columbia, South Carolina
Name of Bond Issue: \$_____ * Waterworks and Sewer System Revenue Bonds, Series 2019
Date of Issuance: [], 2019
Date of Official Statement: [], 2019

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Dissemination Agent Agreement, dated as of [], 2019, between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by:_____

Dated: _____

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent,
on behalf of the Issuer

By: _____
Name: _____
Title: _____

cc: Issuer
 Obligated Person

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" may be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

_____ Description of Notice Events (Check One):

1. _____ "Principal and interest payment delinquencies;"
2. _____ "Non-Payment related defaults, if material;"
3. _____ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. _____ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. _____ "Substitution of credit or liquidity providers, or their failure to perform;"
6. _____ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. _____ "Modifications to rights of securities holders, if material;"
8. _____ "Bond calls, if material;"
9. _____ "Defeasances;"
10. _____ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. _____ "Rating changes;"
12. _____ "Tender offers;"
13. _____ "Bankruptcy, insolvency, receivership or similar event of the Issuer;"
14. _____ "Merger, consolidation, or acquisition of the Issuer, if material;"
15. _____ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"
16. _____ "Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material;" and
17. _____ "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties."

_____ Failure to provide annual financial information as required

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

Signature:

Name: _____ Title: _____

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

Date: _____

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event notice" may be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. _____ "amendment to continuing disclosure undertaking;"
2. _____ "change in Issuer;"
3. _____ "notice to investors pursuant to bond documents;"
4. _____ "certain communications from the Internal Revenue Service;"
5. _____ "secondary market purchases;"
6. _____ "bid for auction rate or other securities;"
7. _____ "capital or other financing plan;"
8. _____ "litigation/enforcement action;"
9. _____ "change of tender agent, remarketing agent, or other on-going party;" and
10. _____ "other event-based disclosures."

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

Signature:

Name: _____ Title: _____

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

Date: _____

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" may be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Financial Disclosure (Check One):

1. ☐ "quarterly/monthly financial information;"
2. ☐ "change in fiscal year/timing of annual disclosure;"
3. ☐ "change in accounting standard;"
4. ☐ "interim/additional financial information/operating data;"
5. ☐ "budget;"
6. ☐ "investment/debt/financial policy;"
7. ☐ "information provided to rating agency, credit/liquidity provider or other third party;"
8. ☐ "consultant reports;" and
9. ☐ "other financial/operating data."

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

Signature:

Name: _____ Title: _____

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

Date: _____



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-033 Authorizing the City Manager to execute an Amended and Restated Lease Agreement and Amended and Restated Operation and Maintenance Agreement for the Saluda Riverwalk

FUNDING SOURCE & ORIGINAL BUDGET:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life

ATTACHMENTS:

- **#a:** R-2019-033 Saluda Riverwalk Amended Restated Lease and OMA(PDF)

RESOLUTION NO.: R-2019-033

Authorizing the City Manager to execute an Amended and Restated Lease Agreement and Amended and Restated Operation and Maintenance Agreement for the Saluda Riverwalk

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2019, that the City Manager is hereby authorized to execute the attached Amended and Restated Lease Agreement and Amended and Restated Operation and Maintenance Agreement for the Saluda Riverwalk, or on a form approved by the City Attorney, between the City of Columbia and Richland-Lexington Riverbanks Parks District for the Saluda River Walk - Three Rivers Greenway Project.

Requested by:

City Manager _____

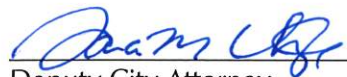
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) **AMENDED AND RESTATED LEASE AGREEMENT**

THIS AMENDED AND RESTATED LEASE AGREEMENT ("Lease") is made effective as of the last signature hereinbelow ("Effective Date"), between the **RICHLAND-LEXINGTON RIVERBANKS PARKS DISTRICT**, a political subdivision of the State of South Carolina, with its principal place of business at 500 Wildlife Parkway Road, Columbia, South Carolina 29202-1060 (the "Lessor"), and **THE CITY OF COLUMBIA, SOUTH CAROLINA**, a municipal corporation, with a principal place of business at 1737 Main Street, Columbia, SC (the "Lessee").

RECITALS

WHEREAS, pursuant to that certain Lease Agreement between Lessor and Lessee executed and effective as of March 7, 2017, Lessor agreed to lease a portion of its real property to Lessee in order for Lessee to create, construct, operate, manage and maintain the Saluda River Walk portion of the Three Rivers Greenway project for certain recreational purposes offered to the general public; and

WHEREAS, Lessor and Lessee have agreed to amend, modify, and restate the terms of the Lease Agreement in order to revise the description of the Lessor's real property to be leased to Lessee.

AGREEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) per year and such other promises, covenants and conditions set forth herein from the Lessee to the Lessor, the Lessor hereby grants, leases and subleases unto the Lessee, subject to the terms and conditions herein and the reservations of any easements or licenses set forth and enumerated herein, a portion of the Lessor's existing real property, as described in the attached **Exhibit A** which is incorporated herein by reference (the "Zoo Property"), defined as the following areas: (a) concrete pathways and/or boardwalks, approximately eight (8') feet in width, to be constructed by Lessee, or its agents, in an area located between the Saluda River to a point no further than either the lesser of the Lessor's existing security fence or two (2') feet beyond the edge of the concrete pathways or boardwalks constructed, and running along the southernmost boundary of the Zoo Property parallel to the Saluda River from the easternmost portion of the Zoo Property in a westerly direction as described on the preliminary plans set forth in the attached **Exhibit B** and **Exhibit B2**, which are incorporated herein by reference (collectively, the "Pathway"), and (b) the approximate area shown on **Exhibit B1** and **Exhibit B4** incorporated herein by reference, in which Lessee, or its agents, shall construct and maintain (i) the concrete pathways or boardwalks shown on **Exhibit B2**, (ii) the portage trails and river access points shown on **Exhibit B2**, (iii) a parking lot, park ranger building, and comfort station shown on **Exhibit B3**, and (iv) a fire/rescue building shown on **Exhibit B4** (collectively, the "Additional Land" and together with the Pathway collectively referred to herein as the "Demised Premises").

TO HAVE AND TO HOLD the said Demised Premises unto the Lessee subject to the following terms and conditions:

1. **Recitals.** The recitals set forth hereinabove are incorporated herein by reference.
2. **Purpose.** The purpose of this Lease is to provide the Lessee with a leasehold interest in the Demised Premises to permit the Lessee (a) to cooperate with The River Alliance, a South Carolina non-profit corporation, the County of Richland, and other interested parties in the creation, construction and long-term maintenance of the Saluda River walkway portion of the Three Rivers Greenway to be used for certain recreational purposes along the banks of the Saluda River located within the boundaries of the Zoo Property (the "Project"), and (b) to patrol, secure, maintain and police the Project in order to curtail the unauthorized use of the Demised Premises and the Zoo Property by the general public.

3. **Repairs and Maintenance.** Lessee shall keep the Demised Premises, and all improvements constructed thereon (including but not limited to such repair and maintenance obligations of Lessee relating to any bathroom facilities, bridges, parking areas, lights, signage, or storage/maintenance buildings, referred to in **Exhibit B** attached hereto, which may be constructed as a part of a later phase of Project), in good repair, ordinary wear and tear excepted, unless such repairs are made necessary by the willful misconduct or gross negligence of the Lessor. Except as stated in Paragraph 11 below, the Lessee shall not make or permit to be made any alterations or additions to the Demised Premises without the prior written consent of the Lessor and South Carolina Electric & Gas Company, or its successors and assigns ("SCE&G"), as the owners of their respective portions of the Zoo Property. Any such consent shall apply solely to the particular transaction consented to and shall not constitute a waiver by the Lessor of the provisions of this Lease as to other transactions. At the expiration of the term of the Lease, Lessee shall peaceably yield up the Demised Premises and all improvements to the Lessor in as good condition as when delivered to Lessee, ordinary wear and tear, damage by fire, the elements, act of the public enemy, or casualty excepted; all notices to quit or vacate are expressly waived, any law, usage or custom to the contrary notwithstanding. Lessee shall notify SCE&G and obtain the prior written consent of SCE&G, including any required encroachment permits from SCE&G, before conducting any repairs or maintenance within SCE&G's transmission rights-of-way located on the Demised Premises.
4. **Lessor Rights and Reservations.**
- A. **Right of Entry.** Lessee agrees that at any time during the term of the Lease the Lessor, SCE&G, or their respective employees, agents, and invitees, may enter the Demised Premises for any reasonable purpose associated with their public purposes or their interests as landlords and/or owners of the Zoo Property.
- B. **Reservation of Use.** The Lessor reserves unto itself, and its successors and assigns, the right to use all or portions of the Demised Premises for any purposes or uses which do not unreasonably interfere with the rights and uses granted to the Lessee herein. Specifically, the Lessor reserves the right to access, construct, maintain, and install over, under, across and through the Demised Premises (i) electric, water, sewer, communication, and/or gas lines; (ii) fencing; (iii) equipment; (iv) poles or pipelines; (v) temporary and/or permanent additional parking spaces or lots, and (vi) other facilities and structures as the Lessor may deem necessary, advisable or desirable for conducting its business operations.
5. **Assignment, Encumbrances and Subletting.** The Lessee shall not assign, mortgage, or pledge this Lease, nor assign or sublet the whole or any portion or part of the Demised Premises without the prior written consent of the Lessor and SCE&G, as the owners of their respective portions of the Zoo Property. Any such consent shall apply solely to the particular transaction consented to and shall not constitute a waiver by the Lessor of the provisions of this Lease as to other transactions contemplated by the parties.
6. **Insurance.**
- A. At all times during the term of this Lease after Richland County completes construction of the Project (as described herein), Lessee shall, at its sole expense, cause to be maintained the insurance described in this Lease and the Operation and Management Agreement (as defined in Paragraph 16 herein), with the Lessor and SCE&G, as appropriate, named as additional insureds on all policies obtained by the Lessee covering the Demised Premises. Lessee shall be solely responsible for paying any deductibles owed under such policies. Lessee's insurance policies will have the following coverage requirements:

(i) Commercial property insurance on an "all risk" or "special" coverage form in an amount that is not less than the estimated replacement value of all improvements and fixtures located on the Demised Premises; the maximum deductible per occurrence shall be \$100,000.00.

(ii) General Liability Insurance against claims for bodily injury and injury to property covering the Premises in an amount of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate. No deductible shall exceed \$50,000.00.

(iii) Any other required insurance policies, including but not limited to flood insurance, as may be required by Applicable Laws (as defined herein).

B. Lessee's insurance policies, along with any insurance policies of Lessee's contractors, successors or assigns, covering the Demised Premises will be endorsed to require notification to the Lessor of any cancellations or non-renewal at least thirty (30) days before same; provided such notice requirement does not contravene its insurer's standard notification policy. If so, the notification period may be reduced to a notification period the insurer can offer, but in no event will such notification period be less than ten (10) days prior to such cancellation or non-renewal. Lessee shall provide the Lessor and SCE&G with a copy of a policy endorsement and certificate/evidence of insurance evidencing all insurance coverage required under this Paragraph 6.

C. Lessee hereby waives all rights to recover against Lessor, or Lessor's officers, employees, agents, and representatives, for any damage arising from any cause or event covered by any insurance required to be carried by Lessee or self-insured by Lessee, or any insurance actually carried by Lessee. Lessee shall cause its insurer(s) to issue appropriate Waivers of Subrogation Rights endorsements to all policies of insurance carried in connection with the Demised Premises.

D. During the initial construction phase of the Project prior to the Lessee taking possession of the Demised Premises as well as any subsequent construction phase, Lessor and Lessee understand, acknowledge and agree that the general contractor for the Project shall at all times during construction maintain both a (i) a builder's risk insurance policy, and (ii) a commercial general liability insurance policy, naming both the Lessor and SCE&G as additional insureds. Such policies shall provide coverage with a combined personal injury and property damage limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence and not less than Two Million Dollars (\$2,000,000.00) in the aggregate (or in the maximum amounts allowed under state law). The parties further acknowledge that Richland County will be funding and constructing the Project on the Demised Premises using proceeds from its penny-tax program. Lessor shall grant a temporary license to Richland County, and its contractors, subcontractors, and assigns, to enter upon the Demised Premises to construct the Project, the terms of which will be set forth in a separate license agreement between the Lessor and Richland County.

7. **Signs.** Except as set forth in the Operation and Management Agreement, the Lessee shall not install any signs on any part or portion of the Demised Premises without the Lessor's written consent, which consent shall not be unreasonably withheld. The Lessee shall obtain the Lessor's prior approval of the form, content and language set forth in such signs prior to the installation thereof and shall maintain such signs in accordance with the terms of the Operation and Management Agreement to be executed by the parties as defined herein.

8. **Utilities.** The Lessee shall pay for the installation, service and supply of any and all utilities required by Lessee to operate and maintain the Demised Premises.

9. **Condition of the Demised Premises.** The Demised Premises is accepted by Lessee in an "as-is, where-is" condition. Lessor shall not be responsible for any defect or change in condition of the Demised Premises, nor for any damage thereto, nor for any damage or injury to any person, goods or things contained therein due to any cause whatsoever, except for the willful misconduct or gross negligence of the Lessor.
10. **Damage.** If all or a portion of the improvements constructed on the Demised Premises are damaged by fire, other casualty, or act of a public enemy substantially destroying the improvements located thereon and the repairs to which are financially burdensome or unreasonable as determined by the terms of the Operation and Management Agreement, then this Lease shall terminate and any unearned rent paid in advance by the Lessee shall be apportioned and refunded to it by Lessor. Lessee agrees to give the Lessor immediate notice of any such damage to the Demised Premises. Lessee shall be solely responsible for the cost and expense of making any repairs to the improvements located on the Demised Premises.
11. **Default and Remedies.** If the Lessee fails to perform or observe any of the covenants contained in this Lease or in the Operation and Management Agreement on its part to be observed and performed and if such default or failure to perform is not cured by Lessee within thirty (30) days after receiving written notice of such default or failure to perform by Lessor, Lessor may either (a) terminate or cancel this Lease by notifying Lessee as hereinafter provided, and upon such termination or cancellation Lessee shall be liable to the Lessor for any and all actual damages Lessor sustains by reason of Lessee's breach of such covenants and of such termination or cancellation; or (b) re-enter the Demised Premises without notice and upon re-entry may let the Demised Premises or any part thereof as agent for Lessee and receive the rent therefor (if any), applying the same first to the payment of such expenses incurred by Lessor to re-enter, operate or re-let the Demised Premises and then to the payment of the rent and the fulfillment of the Lessee's covenants hereunder. A waiver by the Lessor of any breach or breaches by the Lessee of any one or more of the covenants or conditions hereof shall not bar forfeiture or any other rights or remedies of the Lessor for any subsequent breach of any such or other covenants and conditions by Lessee.
12. **Additional Improvements to the Demised Premises.** Lessee shall have the right to make improvements to the Demised Premises so as to upgrade its usage (i.e. for "recreational purposes" relating to the implementation of the Project) and in the performance of its public duties, subject to the prior review, written consent and approval of Lessor and SCE&G, which consent shall not be unreasonably withheld. Any such additional improvements shall be at Lessee's sole cost and expense. Upon termination of this Lease, all permanent improvements made to the Demised Premises shall become the property of Lessor, unless removed by Lessee before the end of the final term of this Lease.
13. **Notices.** Any notices to be given hereunder by one party to the other shall be in writing and given by personal delivery to the executive officer of the other party or sent by registered or certified mail, postage prepaid, addressed as follows:

To Lessee: City Manager, City of Columbia
Post Office Box 147
Columbia, SC 29202

To Lessor: Executive Director
Riverbanks Parks Commission
P.O. Box 1060
Columbia, SC 29202-1060

The address to which any notice, demand, or other writing may be given, made or sent to any

party as above provided may be changed by written notice given by such party as above provided.

14. **Sublease.** Lessee understands and acknowledges that a portion of the Zoo Property herein described is being subleased by the Lessor to the Lessee with the express permission of the main landlord under an underlying lease from SCE&G to the Lessor, dated February 24, 1971, and recorded March 1, 1971, in the Office of the Register of Deeds for Richland County, SC, in Deed Book D-200 at page 684, as modified by Lease Modification Agreement, dated October 5, 2009, and recorded October 7, 2009 in the Office of the Register of Deeds for Richland County, SC, in Record Book 1560 at page 3682 ("SCE&G Lease"). The sublet portions of the Demised Premises are expressly made subject to all terms and conditions of the SCE&G Lease; and the Lessee shall use the Premise in strict accordance with the terms of the SCE&G Lease (i.e. for "recreational purposes" through the implementation of the Three Rivers Greenway Trail Project). Lessee agrees not to do or omit to do anything which will breach any of the terms thereof. This Lease is entered into with the knowledge and permission of SCE&G as evidenced by the signatures below. If the SCE&G Lease is terminated during the term of this Lease, the sublease for such portion of the Demised Premises shall terminate simultaneously. If applicable, any unearned rent paid in advance to the Lessor shall be refunded to the Lessee, provided that such termination is not the result of a breach of the Lease by the Lessee.
15. **Quiet Possession.** Lessor covenants that upon paying the rent as herein reserved and performing all the promises, covenants and conditions herein contained, Lessee may quietly enjoy the Demised Premises, subject, however, to the terms of the SCE&G Lease, the Operation and Management Agreement, and to the terms of any mortgages, agreements, or other encumbrances which may now or hereafter affect the Demised Premises.
16. **Operation and Management Agreement.** Simultaneously herewith, Lessor and Lessee agree to execute a separate Amended and Restated Operation and Management Agreement setting forth certain terms and conditions of Lessee's operation and management of the Project during the term of the Lease (collectively, the "Operation and Management Agreement"). Lessor and Lessee shall abide by the rules and regulations set forth in the Operation and Management Agreement during the term of the Lease so long as those rules do not impair or impede the Lessee's performance of its public duties. A copy of the Operation and Management Agreement is attached hereto as **Exhibit C** and is incorporated herein by reference.
17. **Control of the Demised Premises / No liability of the Lessor.**
 - A. Lessee hereby assumes full responsibility for the control, condition, repair, and maintenance of the Demised Premises throughout the term of the Lease pursuant to the terms set forth in this Lease and the Operation and Management Agreement. Lessee hereby waives all rights and claims against Lessor, SCE&G, and their respective employees, representatives, and agents, for any and all property loss or damages occurring anywhere on the Demised Premises and any and all personal injuries or deaths occurring on or about the Demised Premises. Further, Lessee hereby waives all rights and claims against Lessor, SCE&G, and their respective employees, representatives, and agents, arising out of or related to (i) theft, vandalism, criminal acts, or lack of security (Lessee acknowledges that it is solely responsible for providing security within the Demised Premises and neither Lessor nor SCE&G, nor their respective agents, employees, representatives, are providing any security equipment, devices, or services within the Demised Premises), (ii) damage resulting from any water, rain, snow, ice, freezing, or flooding of water within or onto the improvements constructed on the Demised Premises by Lessee, (iii) any malfunctions or failure to function of any mechanical systems or utilities used by, in, on or around the Demised Premises by Lessee including but not limited to any leaking or bursting of water or sewer lines, or (iv) any failure to cause the Demised Premises to comply with Applicable Laws or otherwise to be in a condition suitable for Lessee's use, or the use of Lessee's successors, assigns, employees, licensees, or invitees.

B. Except to the extent caused by the gross negligence or willful misconduct of the Lessor or anyone acting by or under the authority of Lessor, Lessor shall not be liable for injuries or damages which may be sustained by any person, goods, wares, merchandise, or other property of the Lessee, or the Lessee's employees, licensees, invitees, officers, agents, contractors, visitors, or any other person in or about the Demised Premises caused by or resulting from any peril which may affect the Demised Premises, including, without limitation, fire, steam, electricity, gas, ice, water, or rain, which may leak or flow from or into any part of the Demised Premises, whether such damage or injury results from conditions arising upon the Demised Premises or from other sources. To the extent, and up to the limits, permitted by Applicable Laws, the Lessee hereby assumes complete responsibility for any loss or damage resulting from bodily injuries (including death) or damages to any property or improvements located on the Demised Premises arising out of any act or failure to act on the Lessee's part or on the part of any employee, officer, agent, or contractor of Lessee. Notwithstanding the foregoing, nothing herein will be construed to limit, waive or otherwise modify the terms or limits of any insurance available to Lessee or Lessor as additional insured.

18. **Term and Rent Payments.** Commencing as of the later of either (i) the Effective Date (as defined hereinabove), or (ii) the date on which construction of the Project is complete and the Lessee takes possession of the Demised Premises to operate the Project through March 3, 2068, the annual rental for the Demised Premises shall be One Dollar (\$1.00). No term of the SCE&G Lease referred to in Section 13 herein shall be effective under any circumstances to increase or escalate this annual rental during the term of this Lease. Rental shall be payable in advance by the Lessee each and every year during the term of this Lease. The parties acknowledge that the annual rent set forth herein is a nominal rent paid to Lessor due to the Lessee's public service responsibilities owed to the general public during its occupancy of the Demised Premises.

19. **Parking.** Except for the parking lot as shown on **Exhibit B3** to be constructed by Lessee, or its agents, on the southside of Candi Lane west of the existing SCE&G transmission line right-of-way, the Lessee understands, acknowledges and agrees that the Lessor shall not be providing any parking spaces or parking areas on the Zoo Property for use by the Lessee, the general public, or the Lessee's invitees, patrons, employees, contractors, or agents during the term of this Lease. Lessee shall be solely responsible for securing any additional parking spaces and/or parking areas required for use by the Lessee, the general public and the Lessee's invitees, guests, patrons, employees, contractors, and agents, in order to access the Demised Premises. However, Lessor will provide adequate parking for any park ranger, police, fire and/or emergency vehicles serving the Project.

20. **Miscellaneous.**

A. Any addition, variation or modification to this Lease shall be void and ineffective unless made in writing and signed by the parties hereto.

B. The captions of the various sections of this Lease have been inserted only for convenience of reference and do not modify, explain, enlarge or restrict any of the provisions of this Lease.

C. The validity, interpretation and effect of this Lease are governed by and will be construed in accordance with the laws of the State of South Carolina.

D. The Lessee shall insure that the construction and maintenance of all improvements undertaken in the provisions of this Lease meet all Applicable Laws relating to public health, safety and the environment.

E. If any paragraph, section, subsection, provision, sentence, clause or portion of this Lease is determined to be illegal, invalid or unenforceable, such determination shall in no way affect the legality, validity or enforceability of any other paragraph, section, subsection, provision, sentence, clause or portion of this Lease. Any such affected portion or provision of this Lease shall be modified, amended or deleted to the extent possible and permissible to give the fullest effect to the purposes of the parties expressed in this Lease. The parties hereby declare that they would have agreed to the remaining parts of this Lease if they had known that such provisions or portions hereof would be determined to be illegal, invalid or unenforceable.

F. This Lease constitutes the entire understanding of the parties and expressly supersedes and replaces in its entirety any prior oral or written agreements with respect to the subject matter hereof.

G. Upon execution of this Lease and the Operation and Management Agreement by Lessor and Lessee, the parties agree to record either the Lease or a Memorandum of Lease to evidence the term of the Lease in the Office of the Register of Deeds for Richland County, SC.

H. The terms "Applicable Law" or "Applicable Laws" means any federal, state or local laws, ordinances (including but not limited to zoning laws), or regulations affecting the Demised Premises.

I. The term, conditions, covenants and agreements contained in this Lease shall be binding upon the Lessor and Lessee, and their respective successors, legal representatives and assigns (if any assignment has been allowed pursuant to Paragraph 4 above).

21. **FERC Project 516.** This Lease is made subject to all standard Federal Energy Regulatory Commission ("FERC") restrictions as related to FERC Project 516 ("Lake Murray" or "Project 516") that may affect the Demised Premises.

- A. Further, this Lease, to the extent the Demised Premises is within the Project Boundary Line of the hydroelectric project designated in the Files of the Federal Energy Regulatory Commission ("FERC") as Project 516 (the "Project 516"), is made subject to any and all easements or servitudes which now exist, inchoate or perfected, or as may be revealed by a visual inspection of the Demised Premises, and reserving to Lessor and SCE&G and their successors and assigns, the right of ingress, egress and access in, to, over, across and out of such property for malaria control and for other corporate purposes; subject further to all damages that may be caused to said parcel or tract of land by reason of the erection, construction, presence, operation and maintenance by SCE&G, its successors and assigns, of a dam or dams and reservoir of water of any height or size and necessary spillways on the Saluda River at or near Dreher Shoals, whether such damage is caused by the flooding of the property or injury to the drainage thereof, or by storage of water, or for any reason whatsoever, and Lessee, by acceptance of this instrument, for Lessee and for its heirs, successors and assigns, hereby expressly releases Lessor and SCE&G, and their respective successors and assigns, from any and all liability for any and all damages that may be caused to said Demised Premises as aforesaid.
- B. As further consideration for this Lease, the use of the Demised Premises conveyed herein which is within the Project 516 Boundary Lines shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project use as may from time to time be impacted by changes in governmental law, regulation and policy, and Lessee, and its agents, successors and assigns, shall take all reasonable precautions to ensure that the construction, operation and maintenance of any structures or facilities on the Demised Premises will occur in a manner that will protect the current and prospective scenic, recreational and environmental values of Project 516 and Lessee shall not unduly restrict public access to Project 516 waters.

- C. Title to the Demised Premises shall at all times be subject to the terms, conditions and restrictions set out in the FERC Project 516 Land Use and Shoreline Management Plan (the "Plan"), as the same may be amended or revised from time to time, and/or in accordance with the License issued by FERC, and to the FERC's "Order Approving Land Use and Shoreline Management Plan with Modifications and Amending Exhibit R" dated June 23, 2004, and "Order Clarifying and Modifying Order and Denying Rehearing" dated October 28, 2004, and successor FERC orders thereto. Lessee, its heirs, successors and assigns agree to abide by and comply with such FERC orders and the Plan to the extent the same affect the Demised Premises, and to fully indemnify Lessor and SCE&G, and their respective successors and assigns, for all costs (including attorney and court fees) reasonably incurred to enforce the provisions of these covenants.
- D. If archaeological materials are encountered during construction, the Lessee or its contractors shall immediately stop work in the area, make all reasonable efforts to avoid or minimize damage to such archaeological materials and contact Lessor and SCE&G immediately. The procedures codified in the *Code of Federal Regulations* at 36 C.F.R. § 800.13(b) will apply and Lessor will notify the State Historic Preservation Office. Archaeological materials consist of any items, fifty years old or older, which were made or used by man. These items include, but are not limited to, stone projectile points (arrowheads), ceramic sherds, bricks, worked wood, bone and stone, metal and glass objects, and human skeletal materials. Work in the area will not resume until an appropriate resolution has been determined and implemented.
- E. Should unmarked human remains be encountered during construction, all work within a fifty (50') foot radius of the area will cease and the Lessee or its contractors shall immediately notify the Lessor and SCE&G of their findings. Lessee or its contractors shall follow all requirements and procedures set forth in the *Code of Laws of South Carolina Annotated* §16-17-600 (Destruction of Desecration of Human Remains and Repositories) and § 27-43-10, et seq. (Removal of Abandoned Cemeteries). Lessor or SCE&G, as applicable, shall immediately notify the Richland County Coroner, the SHPO, the FERC, the CIN THPO, and any other federally recognized tribe identified during consultation. In the interim, the Lessee or its contractors in cooperation with Lessor and SCE&G shall make every effort possible to protect the remains from any further disturbance. Lessor or its contractors shall consult the SHPO and the FERC for technical advice for the treatment of the unmarked burial. Work in the area will not resume until an appropriate resolution has been determined and implemented.
- F. Should previously unrecorded archaeological remains be encountered during construction, the Lessee or its contractors shall immediately cease all activities in that area and make all reasonable efforts to avoid or minimize damage to such unrecorded archaeological remains. Lessee or its contractors shall immediately notify Lessor and SCE&G of their findings. Lessor or SC&EG, as applicable, shall immediately notify the SHPO and the FERC and advise them of the nature of the discovery. Lessor shall consult with the SHPO and the FERC for technical advice for the evaluation of the resources. Work in the area will not resume until an appropriate resolution has been determined and implemented.

[The remaining portion of this page has been intentionally left blank with signature pages to follow.]

IN WITNESS WHEREOF, the Lessor has signed and sealed this document to be effective as of the date of the last signature hereinbelow.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

LESSOR:

**RICHLAND-LEXINGTON RIVERBANKS PARKS
DISTRICT**, a political subdivision of the State of South
Carolina, acting by and through the **RIVERBANKS PARKS
COMMISSION**

First Witness

By: _____ (SEAL)

Thomas K. Stringfellow

Its: President & CEO

Second Witness

Executed on _____, 2019

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

On this _____ day of _____, 2019, before me personally came the within-named Lessor, **THE RICHLAND-LEXINGTON RIVERBANKS PARKS DISTRICT** a political subdivision of the State of South Carolina, acting by and through the **RIVERBANKS PARKS COMMISSION**, by **Thomas K. Stringfellow**, its **President & CEO**, who acknowledged to me that he executed the foregoing instrument; and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

(Signature of Notary Public)

Name: _____

Notary Public for the State of South Carolina

My Commission Expires: _____

IN WITNESS WHEREOF, the Lessee has signed and sealed this document to be effective as of the date of the last signature hereinbelow.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

LESSEE:

THE CITY OF COLUMBIA, SOUTH CAROLINA

By: _____ (SEAL)

Teresa B. Wilson

Its: City Manager

First Witness

Second Witness

Executed on _____, 2019

STATE OF SOUTH CAROLINA)

)

COUNTY OF RICHLAND)

ACKNOWLEDGMENT

On this ____ day of _____, 2019, before me personally came the within-named Lessee, **THE CITY OF COLUMBIA, SOUTH CAROLINA**, by **Teresa B. Wilson**, its **City Manager**, who acknowledged to me that she executed the foregoing instrument; and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

(Signature of Notary Public)

Name: _____

Notary Public for the State of South Carolina

My Commission Expires: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

CONSENT OF PROPERTY OWNER

The undersigned South Carolina Electric & Gas Company hereby consents to the aforesaid subleasing by the Lessor to the Lessee of a portion of Tract 2 and Tract 3 as set forth and described in **Exhibit A** attached hereto and incorporated herein by reference.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

SOUTH CAROLINA ELECTRIC & GAS COMPANY,
a South Carolina corporation

First Witness

By: _____ (SEAL)

Print Name: _____

Its: _____

Second Witness

Executed on _____, 2019

STATE OF SOUTH CAROLINA)

)

COUNTY OF RICHLAND)

ACKNOWLEDGMENT

On this _____ day of _____, 2019, before me personally came the within-named **SOUTH CAROLINA ELECTRIC & GAS COMPANY**, a South Carolina corporation, by _____, its _____, who acknowledged to me that he or she executed the foregoing instrument; and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

(Signature of Notary Public)

Name: _____

Notary Public for the State of South Carolina

My Commission Expires: _____

**AMENDED AND RESTATED
OPERATION AND MANAGEMENT AGREEMENT
(Saluda River Walk - Three Rivers Greenway Project)**

THIS AMENDED AND RESTATED OPERATION AND MANAGEMENT AGREEMENT (the "Agreement") is made effective as of the date of the last signature hereinbelow by and between **THE CITY OF COLUMBIA, SOUTH CAROLINA**, a political subdivision of the State of South Carolina (hereinafter called the "City"), and **RICHLAND-LEXINGTON RIVERBANKS PARKS DISTRICT**, a political subdivision of the State of South Carolina (hereinafter called "Riverbanks"). The "Effective Date" of this Agreement shall be the date the Agreement is signed by both parties, and if both parties do not sign on the same date, the date on which this Agreement is signed by the last party.

RECITALS

WHEREAS, pursuant to that certain Lease executed and effective as of March 7, 2017, between the City and Riverbanks, as thereafter amended by Amended and Restated Lease Agreement, (collectively, the "Lease"), Riverbanks agreed to lease a portion of its real property (currently owned and/or leased by Riverbanks as more particularly described on **EXHIBIT A**, **EXHIBIT B**, and **EXHIBIT F** attached hereto and incorporated herein by reference) (the "Land") to the City in order for the City to create, construct, operate, manage and maintain the Saluda River Walk portion of the Three Rivers Greenway project (the "Riverwalk") for certain recreational purposes offered to the general public (the "Project"), and

WHEREAS, pursuant to the terms of the Lease, the City and Riverbanks executed an Operation and Management Agreement, dated March 7, 2017, regarding the use, occupancy, operation, maintenance and management of the Land leased by the City from Riverbanks (the "Operations Agreement"); and

WHEREAS, the City and Riverbanks have agreed to amend and modify the terms of the Operations Agreement in order to clarify certain terms and conditions of each agreement relating to the use, occupancy, operation, maintenance and management of the Land leased by the City from Riverbanks and revising the description of the Land.

AGREEMENT

NOW, THEREFORE, FOR AND IN CONSIDERATION of the Lease, the rents and of the mutual covenants and agreements of the parties hereto, as are hereinafter set forth and made a part of this Agreement, the City and Riverbanks do hereby agree as follows:

1. **Recitals.** The recitals set forth hereinabove are incorporated herein by reference.
2. **The Riverbanks Property.** Subject to the terms hereof and the terms of the Lease, Riverbanks hereby grants to the City the right to construct, use, occupy, manage, maintain and operate the Riverwalk (as more particularly described on the Layout Plan and specifications prepared by Kenneth B. Simmons Associates, LLC, dated August 2, 2006, and entitled Saluda Riverwalk, Columbia, SC, as may be updated from time to time (the "Plans")) located on a portion of its Land located along the banks of the Saluda River, which Plans are more particularly described on **EXHIBIT C**, **EXHIBIT D**, and **EXHIBIT E** attached hereto and incorporated herein by reference. The portion of the Land along the banks of the Saluda River on which all improvements will be made and constructed by the County of Richland and or the City for the operation of walking paths or trails, portage trails for river access, a park ranger building, a comfort station, restrooms, fire/rescue building, and a parking lot, together with all of the City's right, title and interest in the Lease, including any and all licenses, easements (if necessary) or other appurtenances thereto, are hereinafter collectively referred to as the "Riverwalk Property".
3. **Use of Riverwalk Property.** The City agrees to use, operate and maintain the Riverwalk Property allowing the general public (a) to walk, run and hike along the banks of the Saluda River in order to connect the Riverwalk Property with other existing or to be constructed portions of the City's Project, (b) to

access the Saluda River along the Pathways (as defined herein) for canoeing, kayaking and other recreational purposes within the area shown on EXHIBIT B and EXHIBIT D, (c) to allow the Pathways (as defined herein) to be used as portage trails running above and below the Mill Race Rapids within the areas of the Riverwalk Property, as shown on EXHIBIT D, to replace the existing portage trail located on the southern side of the Saluda River on other real property owned by Riverbanks, (d) to park vehicles in a parking lot or lots to be constructed at the northwestern most corner of a portion of Riverbanks' property (TMS No. 07215-02-11) as more particularly shown on the Plans (collectively, the "Mill Race Parking Lot") and on EXHIBIT E, and (e) for other recreational purposes subject to Riverbank's prior written consent and approval (collectively, the "Recreational Uses"). The City agrees that the Riverwalk Property shall be open to the general public for such Recreational Uses in compliance with the rules governing and regulating the City's existing public parks. The City agrees not to use the Riverwalk Property, or any part thereof, for any disorderly or unlawful purpose and agrees to comply with all governmental laws, ordinances, rules and regulations applicable to the use, possession and operation of the Riverwalk Property. The City agrees not to use the Riverwalk Property in such a way as to diminish its value, all reasonable wear and tear excepted, or to diminish the value of the land owned and leased by Riverbanks.

4. **Initial Term.** The initial term of this Agreement will begin as of the later of either (i) the Effective Date indicated above, or (ii) the date on which construction of the Project is complete and the City takes possession of the Riverwalk Property to operate the Project. The term of this Agreement will end on March 3, 2068. Provided, however, the initial term and any subsequent renewals of this Agreement shall be deemed to be extended to coincide with the term of that certain lease, dated February 24, 1971, between South Carolina Electric & Gas Company and Riverbanks, as thereafter amended (the "SCE&G Lease").
5. **Usage Fees.** Except as may be provided for by this Agreement or in the Lease, the City shall not be required to pay a fee to Riverbanks for its right to construct, use, and maintain the designated portions of the Riverwalk Property for the Recreational Uses.
6. **Construction, Maintenance and Repairs by the City.** The City shall be responsible for the following:
 - (a) **General Matters.** The City shall be solely responsible for the costs of the construction, maintenance and repair of the following components of the Riverwalk Property (reference is made to the Project Plans for a more complete description of such components): (a) the sidewalks, fences, boardwalks, paths, trails, dedicated river access points (if any), walkways, Mill Race Parking Lot, roadways and/or driveways to be constructed and located within the boundaries of the Riverwalk Property (collectively, the "Pathways"), (b) any and all improvements located on the exterior grounds surrounding the Pathways located or to be located within the boundaries of the Riverwalk Property which may include park benches, picnic tables, restrooms, a ranger station, a comfort station, maintenance buildings or sheds, a fire/rescue building, and other related structures, (c) all exterior lighting, including underground utility lines and poles, and signage located within the boundaries of the Riverwalk Property, and (d) the roof systems, exterior and interior façades, irrigation systems, electrical systems, plumbing systems, heating, ventilation and air conditioning systems for any buildings located or to be located within the Riverwalk Property and constructed either by the City, the County (as defined herein), or their respective agents, contractors or subcontractors (collectively, Items "a-d" are referred to as the "City Improvements"). The City's maintenance and repair obligations in the City Improvements and Pathways shall include daily and weekly performance of cleaning, irrigating, trash collection, pruning of landscape materials, trees and shrubs (including but not limited to branches and root systems that pose a hazard to the general public when using the Pathways), and replacement of seasonal plants. All City Improvements shall be constructed at the City's sole cost and expense, shall be constructed and maintained in compliance with all federal, state and local laws including but not limited to the Americans with Disabilities Act, and shall be and remain the property of the City until the termination of this Agreement or the Lease, at which time the City Improvements shall become the property of Riverbanks. Prior to the commencement of construction for the City Improvements, Riverbanks, in its sole and absolute discretion, shall determine the exact location of the City Improvements so that the City Improvements will not interfere with Riverbanks normal business operations on its Land. The City shall be solely responsible for any damages caused to the Land and any existing and future structures located or constructed on the Land, such as Riverbank's existing fences, parking lots and other structures, by the construction and maintenance of the City Improvements. The City shall repair any such

damage at its sole cost and expense when requested by Riverbanks.

The parties understand and agree that the construction of the initial phase of the Project will be funded and constructed by the County of Richland, South Carolina (the "County") through its penny sales tax program with the Plans to be provided by The River Alliance, a South Carolina non-profit corporation. The City, the County and The River Alliance shall coordinate all construction activities affecting the Land and the Riverwalk Property with Riverbanks before the construction of any of the City Improvements. The parties agree to hold and schedule any meetings as may be necessary or requested by the parties throughout the term of this Agreement to address the construction, operation, maintenance, and repair of the City Improvements.

If needed during the initial construction phase of the Project as well as any future construction phases or required maintenance to repair or replace the City Improvements (collectively, the "Construction Work"), Riverbanks will grant the City, the County, The River Alliance, and their respective employees, agents, contractors and subcontractors, a temporary license over and across the Land to provide such services necessary to construct, repair and/or maintain the City Improvements located within the Riverwalk Property. The City, and its employees, agents (including the County and The River Alliance), contractors, and subcontractors, shall at all times conduct the Construction Work, and all activities related thereto, in a manner to protect not only the Land and the existing improvements located thereon, but also Riverbanks' employees, invitees, patrons, and guests. Prior to the commencement of any Construction Work during the term of this Agreement and the Lease, the City shall meet with Riverbanks to establish and develop a written plan to address all matters relating to the Construction Work to be performed by the City's employees, agents (including the County and The River Alliance), contractors, and subcontractors, including but not limited to establishing the location of staging areas for labor, materials and equipment to be used during the Construction Work, establishing the days and hours during which the Construction Work can be performed, establishing a safety plan for the Project, and establishing the access, ingress and egress points over and across the Land to be used by the City, and its employees, agents (including the County and The River Alliance), contractors, and subcontractors, to construct and maintain the City Improvements within the Riverwalk Property.

Prior to the commencement of any Construction Work during the term of this Agreement, the City shall also deliver to Riverbanks (a) a list of all contractors and subcontractors performing any Construction Work on the Land, (b) copies of all permits required by all federal, state or local laws, rules or regulations of any governmental authority having jurisdiction over the Construction Work, (c) insurance certificates from each contractor and subcontractor showing fully paid general liability coverage with respect to the Construction Work to be performed, in amounts suitable to Riverbanks and naming Riverbanks as an additional insured, (d) copies of the latest Plans detailing the scope of the Construction Work to be performed, and (e) as necessary, a survey and staking plan showing the exact location of the City Improvements to be constructed as approved by Riverbanks in its sole and absolute discretion.

(b) **Signage.** Throughout the term of this Agreement, the City and Riverbanks agree to work together to establish the appropriate signage required for the general public to use the Project. The City shall at a minimum provide signage for the Mill Race Parking Lot and for the Pathways designating or setting forth (i) the hours in which the Mill Race Parking Lot and Pathways will be open to the general public, (ii) any specific areas, as may be constructed from time to time, along the Pathways for the general public to have access, ingress, and egress to the Saluda River for swimming, canoeing, kayaking and other recreational uses, (iii) the locations along the Saluda River above and below the Mill Race Rapids for kayakers, canoers, and other persons traveling on the Saluda River to have portage access along the Pathways, (iv) contact numbers or instructions for communicating with the City's law enforcement division and park ranger division, and (v) safety notices and/or warnings required for the general public when using the Mill Race Parking Lot and Pathways, including any notices or warnings for the general public to exit the Saluda River onto the Pathways above the Mill Race Rapids. All signage to be installed by the City must be approved by Riverbanks prior to the placement of such signage within the Riverwalk Property. The City understands, acknowledges and agrees that Riverbanks, at its sole cost and expense, may install additional signage within the Riverwalk Property in order to maintain adequate safety and security for its normal business operations on the Land.

7. **Construction, Maintenance and Repair by Riverbanks.** Riverbanks shall be solely responsible for the construction, maintenance and repair of any existing structures or buildings located within the Riverwalk Property constructed specifically by Riverbanks for its business operations and purposes, except for any construction, maintenance and repairs required for such existing structures or buildings caused by the negligence of the City.
8. **Utilities.** The City shall arrange for and pay all services and charges for any and all utilities required or used in the operation of the Pathways within the Riverwalk Property, including, but not limited to water, sewer, electricity, natural gas, waste disposal (to include any dumpster rental fees, expenses or charges), and telecommunications, which may be charged or assessed by a utility or other service company, a municipality or other political subdivision of the State of South Carolina. In no event shall Riverbanks be liable for any interruption or failure in the supply of any utilities or services to the Riverwalk Property, unless caused by the willful misconduct or gross negligence of Riverbanks.
9. **Real Estate Taxes.** During the term of this Agreement, or the extension thereof, the City shall promptly pay, when due and prior to delinquency, directly to the appropriate government or municipal agency or authority, all real estate taxes and assessments ("Real Estate Taxes") levied upon or assessed against the Riverwalk Property (if any, as the Riverwalk Property is currently exempted from ad valorem taxes). Riverbanks shall promptly forward any bills for Real Estate Taxes it may receive to the City for payment by the City, as such bills relate to the Riverwalk Property. The City shall promptly send to Riverbanks copies of said paid receipts for Real Estate Taxes, if any.
10. **Security Services.** The City shall be solely responsible for and shall continuously provide security services for the Riverwalk Property at its sole cost and expense, pursuant to the City's current guidelines for public parks owned, leased, maintained and operated by the City. The City shall ensure that its police department or park rangers shall patrol the Pathways and Mill Race Parking Lot of the Riverwalk Property on a daily basis, and not less frequently than provided for other parks or properties owned or controlled by the City. If the City Improvements should include a building serving as a guard shack, ranger station, fire/rescue building or office for use by the police or park rangers, the City shall be responsible for adequately staffing and maintaining such building located on the Riverwalk Property at all times. Riverbanks shall provide all police officers, park rangers, and other emergency service providers with access to and from the Pathways, Mill Race Parking Lot, and the Riverwalk Property from pre-determined access points located on the Land as agreed upon by the parties.
11. **Casualty Insurance.** The City shall, at all times, have and maintain adequate fire, hazard, flood (if required by applicable law) and extended casualty coverage insurance (collectively, the "Casualty Insurance") on the City Improvements constructed within the boundaries of the Riverwalk Property. It is understood and agreed that such insurance carried by the City shall at all times cover the full replacement value and costs of the Pathways, the Mill Race Parking Lot, and City Improvements constructed and located within the Riverwalk Property. The insurance coverage shall provide that coverage will not be canceled for any reason unless and until Riverbanks is given thirty (30) days prior, written notice of the pending cancellation by the City's insurance company. Upon request and prior to the Effective Date, the City's insurance company or other provider shall provide Riverbanks with a certificate of insurance indicating the terms and conditions of the policy. The City agrees that it shall not do or permit anything to be done on the Riverwalk Property which may prevent the obtaining of any such Casualty Insurance on the Riverwalk Property including, but without limitation, fire, flood, and extended coverage and public liability insurance. Riverbanks and South Carolina Electric & Gas Company ("SCE&G") shall be named as additional insureds on all such Casualty Insurance policies obtained by the City for the Riverwalk Property.
12. **Liability Insurance.** During the full term of this Agreement or any renewal or extension thereof, the City shall, at its sole expense, procure and maintain in full force Public Liability Insurance (Comprehensive General Liability or Commercial General Liability) including Contractual Liability Insurance, with a combined personal injury and property damage limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence and not less than Two Million Dollars (\$2,000,000.00) in the aggregate (or in the maximum amounts allowed under state law), insuring against all liability of the City, and its representatives, agents, contractors, employees, invitees, or guests, arising out of and in connection with the

City's use, maintenance or occupancy of the Riverwalk Property. Said insurance policy shall name Riverbanks and SCE&G as additional insureds, and the policy shall provide that it not be canceled for any reason unless and until Riverbanks is given thirty (30) days prior, written notice of the pending cancellation by the insurance company. The City's insurance company shall provide Riverbanks with a certificate of insurance indicating the terms and conditions of the policy.

All insurance required under this Agreement shall be issued by insurance companies licensed to do business in the jurisdiction where the Riverwalk Property is located. Such companies shall have a policyholder rating of at least "A" and be assigned a financial size category of at least "Class X" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies.

13. **Riverbanks' Licenses, Personal Property Taxes and Insurance.** Riverbanks shall be responsible for the payment of any business license fees and costs, and any and all taxes and assessments on its personal property and improvements, which it may locate or construct within the Riverwalk Property, including, but not limited to furniture, fixtures, equipment, and merchandise. Riverbanks shall carry, at its own expense, insurance to cover all of its personal property, including, but not limited to, any buildings, fixtures and equipment located on or within the Riverwalk Property. All of Riverbanks' personal property on or within the Riverwalk Property shall be and remain at Riverbanks' sole risk, and the City shall not be liable whatsoever for any damages, loss, or casualty of such personal property, unless caused by the willful actions or gross negligence of the City, or its employees, agents, and assigns.
14. **Riverbanks' Improvements.** Riverbanks shall be allowed to construct or make structural alterations, additions, or improvements (the "Riverbanks Improvements") to any portion of the Riverwalk Property that is not reserved for the City's use, upon first obtaining the written consent of the City, which consent shall not be unreasonably withheld, provided same is consistent with the City's use of the Riverwalk Property described herein. In the event any of the Riverbanks Improvements are to be installed on any City Improvements, Riverbanks shall assume full responsibility for all maintenance and repair of such City Improvements which may be attributed to such installation. All Riverbanks Improvements shall be constructed at Riverbanks' sole cost and expense and shall be and remain the property of Riverbanks.
15. **Surrender Upon Termination.** Upon the sooner of either the expiration of the term of this Agreement and the Lease or the termination of the Agreement and the Lease, the City shall surrender the Riverwalk Property in as good of a condition and repair as the Riverwalk Property was as of the commencement date of the Lease, normal and ordinary wear and tear excepted. The City agrees that no waste of any kind, solid, liquid or hazardous, shall remain on the Riverwalk Property upon the termination of the Agreement or the Lease.

Any personal property of the City remaining on the Riverwalk Property after the termination of this Agreement or the Lease may, at the option of Riverbanks, be deemed to have been abandoned by the City and may either be retained by Riverbanks as its property or be disposed of without liability. The provisions of this section shall survive the termination of this Agreement.
16. **City's Default.** Any one of the following events shall be deemed a default by the City and a breach of this Agreement, namely:
 - (a) If the City fails to observe or perform any of the terms, covenants or conditions of this Agreement or the Lease, including but not limited to providing security services for the Project, and such failure continues after the expiration of thirty (30) days from the date Riverbanks gives written notice to the City calling attention to the existence of such failure, provided however, that if the City cannot reasonably correct the default within said thirty (30) day period, the City shall be given a reasonable period of time to correct such default; or
 - (b) If the City is declared bankrupt or insolvent by judicial decree; or
 - (c) If the City makes a general assignment for the benefit of its creditors; or

- (d) If any materialman's, mechanic's or other lien is filed against the Riverwalk Property in connection with any improvements, alterations or additions made by the City, and the City permits the lien or liens to stand against the Riverwalk Property, not securing the discharge of the Riverwalk Property from such liens by filing an appropriate bond within thirty (30) days from date of lien filing, pursuant to applicable law. Should the City file a bond and elect to contest the lien or liens, no default shall be in effect pending final legal determination of the disputed lien.

17. **Riverbanks' Rights in the Event of a Default.** In the event of any default by the City as herein provided, Riverbanks, subject to any right to cure period set forth herein, shall have the following rights:

- (a) The right to terminate this Agreement and the Lease by giving the City written notice of such termination, whereupon, this Agreement and the Lease shall be regarded as having been canceled as of the date of Riverbanks' termination notice and the City shall then surrender the Riverwalk Property to Riverbanks. However, the City shall remain liable to Riverbanks for all payments and other obligations which have accrued prior to the time of such termination; and
- (b) Upon such termination by Riverbanks as described herein, Riverbanks shall have the right to immediately re-enter and take possession of the Riverwalk Property; and upon re-entry, may remove all persons and personal property of the City from the Riverwalk Property; and
- (c) The full right to recover from the City any and all damages resulting from such event of default.

The City shall be liable for all reasonable court costs, attorneys' fees and other reasonable expenses incurred by Riverbanks in enforcing any of the obligations of this Agreement.

18. **Right of Entry.** Riverbanks, and its officers, directors, agents, employees, guests and invitees, shall at all times during the term of this Agreement have the right to enter the Riverwalk Property at any reasonable time for the purpose of (i) using the City Improvements and Riverbanks Improvements located within the Riverwalk Property, (ii) performing its obligations under this Agreement, (iii) performing any work which Riverbanks elects to undertake for the safety, preservation, benefit or welfare of the Riverwalk Property or its occupants, or (iv) performing any work which Riverbanks elects to undertake made necessary by reason of the City's default or failure to act.

Except for the gross negligence or willful misconduct on the part of Riverbanks, Riverbanks shall not be liable for any inconvenience, annoyance, disturbance, loss of business or other damage of the City by reason of making such inspections, visits, repairs or the performance of any such work, so long as such actions on Riverbanks' part are not unreasonable.

19. **Fire or Other Casualty.**

- (a) If at any time during term of this Agreement, all or a major portion (greater than 30%) of the City Improvements within the Riverwalk Property shall be damaged or destroyed by fire, flooding, or other casualty, then either party may elect to terminate this Agreement by giving thirty (30) days prior written notice to the other; provided, however, that the City may elect, by giving written notice to Riverbanks within thirty (30) days of such damage or desolation, to repair and reconstruct the City Improvements within the Riverwalk Property to the condition in which the City Improvements existed immediately prior to such damage or destruction, in which case any notice of termination already given by Riverbanks shall be null and void, and, provided that if such repair and reconstruction proceeds as provided in subdivision (b) below, then Riverbanks may not terminate this Agreement. Insurance proceeds payable with respect to such fire or other casualty, pursuant to the insurance provided by Section 11, shall be payable to the City, and, in the ordinary course of events, be used, in part for repairs and/or replacements to the City Improvements within the Riverwalk Property as required.
- (b) If the City has elected to repair and restore the City Improvements within the Riverwalk Property with the insurance proceeds, this Agreement shall continue in full force and effect and such repairs will be

made within a reasonable time thereafter but in no event to exceed six (6) months thereafter, subject to delays arising from shortages of labor or material, governmental laws or regulations, acts of God, war or other conditions beyond the City's reasonable control; and rent, if any, shall not be increased after the date of the completion of such repairs.

- (c) It is agreed that if the City Improvements within the Riverwalk Property are damaged only slightly due to fire, flooding, or other casualty (30% or less being damaged) and City's Project operations are not substantially or materially affected by the casualty, then the City or Riverbanks, as their interests may appear, shall repair the damage with the insurance proceeds with due diligence and as soon as practicable and the parties shall continue to uphold all other provisions of this Agreement.
 - (d) The parties shall notify each other without delay in the event of any fire, flooding or other casualty damage caused to the Riverwalk Property and the City Improvements.
20. **Condemnation.** If all of the Riverwalk Property is taken by condemnation, this Agreement shall terminate on the date when the Riverwalk Property shall be so taken. If a portion or any part of the Riverwalk Property is taken by condemnation and the Riverwalk Property is thereby rendered not reasonably suitable for the continued conduct of the City's business, taking into consideration the nature, size and scope of such business immediately prior to the taking, then either party may elect by giving written notice to the other, to terminate this Agreement, and in the event of such termination, all charges shall be apportioned as of the date of taking. If the taking involves a part of the Riverwalk Property and if neither party elects to terminate this Agreement, the City shall restore the Riverwalk Property in compliance with the scope of the Project. Both the City and Riverbanks shall have the right to assert a separate claim in any condemnation proceedings, as their interests may appear. Riverbanks shall have the right to assert a claim for, but not be limited to, the loss of the Riverwalk Property. The City shall have the right to assert a claim for, but not be limited to, the loss of use of the Riverwalk Property, moving expenses and any personal property erected on the Riverwalk Property by the City. Riverbanks and the City shall each bear their own cost and expense in prosecuting their separate claims. Any award made to either Riverbanks or the City shall belong entirely to Riverbanks or the City, respectively.
21. **Assignment.** The City shall not assign its rights or obligations under this Agreement without the prior written consent of Riverbanks.
22. **[INTENTIONALLY OMITTED].**
23. **Environmental Hazards.** The City agrees that it shall not, nor shall it permit others, in violation of any environmental laws and regulations, to use, release, store, or dispose of any Hazardous Materials (as defined by federal and state environmental laws and regulations) on the Riverwalk Property or the Land nor shall the City contaminate the Riverwalk Property, the Land or the surrounding environment and properties. If the City, or its agents, contractors, or employees, have actual knowledge of any release of any Hazardous Materials on the Riverwalk Property or the Land, or of any inquiry or action by a government agency regarding such materials, the City shall immediately notify Riverbanks. The City agrees to abide by all applicable environmental laws and regulations as they apply to the City's possession, management, maintenance, operation and use of the Riverwalk Property.
- In the event that the Riverwalk Property, the Land, or the environment becomes contaminated with Hazardous Materials as a result of Riverbanks' use, occupation, or possession of the Riverwalk Property, it shall be Riverbanks' sole responsibility and cost to remediate and take from the Riverwalk Property said contamination. Further, Riverbanks shall indemnify and hold the City harmless from all reasonable claims, costs and damages as a result of any environmental problems which are the result of Riverbanks' use, occupation, or possession of the Riverwalk Property.
24. **Notice.** A notice which may or shall be given under the terms of this Agreement shall be either delivered by hand or by Federal Express or another similar national, reputable, overnight courier or sent by United States Registered or Certified Mail, postage prepaid; if for the City or if for Riverbanks, to the addresses set forth below. Such addresses may be changed from time to time by either party by giving notice as provided herein. Notice shall be deemed given when delivered (if delivered by hand) or one (1) day after sending it via overnight

courier or three (3) days after depositing in the mail, return receipt requested (if delivered by mail).

Notice to the City: **THE CITY OF COLUMBIA, SOUTH CAROLINA**
1737 Main Street
Post Office Box 147
Columbia, South Carolina 29201 (29217)
Attention: City Manager

Notice to Riverbanks: **RICHLAND-LEXINGTON RIVERBANKS PARKS DISTRICT**
Post Office Box 1060
Columbia, South Carolina 29202
Attention: Thomas K. Stringfellow

25. **Severability.** If any clause or provision of this Agreement is illegal, invalid or unenforceable, under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby and it is also the intention of both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added, as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable; provided however, that both parties must agree in writing to such substitute language and provisions before such will become binding on either party.
26. **Compliance with Laws, Ordinances and Regulations.** The City shall, except as herein required by Riverbanks, and at the City's sole expense, promptly comply with and carry out all orders, requirements, or conditions now or hereafter imposed upon the City by the ordinances, laws and/or regulations of any governmental authorities, as may apply to the Riverwalk Property, insofar as they are occasioned by or required in the conduct of the City's business or the City's use of the Riverwalk Property.
27. **Successors and Assigns.** The covenants, conditions and agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
28. **Whole Agreement.** This Agreement, together with all exhibits which are attached hereto and by reference made a part hereof, constitutes the sole and entire agreement between the parties relative to the Operation and Management of the Riverwalk Property. No prior written or contemporaneous oral promises or representations shall be binding. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the City or Riverbanks unless reduced to writing and signed by both parties.
29. **Waiver.** The failure by Riverbanks to complain of any action, non-action or default of the City shall not constitute a waiver of any of Riverbanks' rights hereunder. A waiver by Riverbanks of any right for any event of default by the City shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default. Neither a failure by Riverbanks to exercise any of its options hereunder, nor failure to enforce its rights or to seek its remedies upon any default, shall affect or constitute a waiver of Riverbanks' right to exercise such option, to enforce such right, or to seek such remedy with respect to that default or to any prior or subsequent default.
30. **Liens and Encumbrances.** The City shall not encumber or subject the interest of Riverbanks in the Riverwalk Property to any mechanics', materialmen's or other liens of any nature whatsoever and shall bond off or cause to be released any such liens against the Riverwalk Property.
31. **Quiet Possession.** It is understood and agreed that subject to the terms of this Agreement and the Lease, and to all covenants, additions, easements, and liens of record, that the City, performing and observing the covenants hereof, may peacefully use and enjoy the Riverwalk Property throughout the duration of this Agreement and the Lease without any unreasonable interruptions by Riverbanks, and its successors or assigns.
32. **No Joint Venture or Partnership.** It is expressly understood that the parties shall not be construed or held to be partners, joint venturers or associates of one another in the conduct of their respective business operations.

33. **Miscellaneous Provisions.**

- (a) The captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, or affect the scope or intent of such Paragraphs or Sections of this Agreement. Any gender used herein shall be deemed to refer to any other gender. The use of singular herein shall be deemed to include the plural and, conversely the plural shall be deemed to include the singular.
- (b) Time is of the essence in the execution of this Agreement.
- (c) This Agreement shall be construed and interpreted under the laws of the State of South Carolina.
- (d) The City may, during the term of this Agreement, upon obtaining any and all necessary permits from governmental authorities and the prior written consent of Riverbanks as to form and content, paint or erect and maintain, at its cost and expense, signs of such dimensions and materials as it may reasonably deem appropriate in or about the Riverwalk Property. Such signs shall be removed by the City upon the termination of its occupancy of the Riverwalk Property and the City shall repair any damage caused by such removal, all at the City's sole cost and expense.
- (e) The parties agree to fully cooperate with each other with respect to securing any necessary approvals, permits or licenses necessary for the construction, renovation and operation of the Riverwalk Property as contemplated hereby.

34. **Authorization.** Each individual executing this Agreement on behalf of the City or Riverbanks represents and warrants that he or she has been authorized to do so by such entity.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, undersigned has executed this Agreement to be effective as of the date of the last signature hereinbelow.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

CITY:

THE CITY OF COLUMBIA, SOUTH CAROLINA
a political subdivision of the State of South Carolina

First Witness

By: _____ (SEAL)

Teresa B. Wilson

Its: City Manager

Date: _____

Second Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

On this ____ day of _____, 2019, before me personally came the within-named **THE CITY OF COLUMBIA, SOUTH CAROLINA**, a political subdivision of the South Carolina, by **Teresa B. Wilson**, its **City Manager**, who acknowledged to me that she executed the foregoing Agreement on behalf of the City; and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

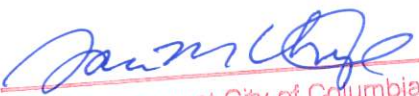
(Signature of Notary Public)

Name: _____

Notary Public for the State of South Carolina

My Commission Expires: _____

[AFFIX NOTARY SEAL OR STAMP BELOW]

APPROVED AS TO FORM

Legal Department City of Columbia, SC

IN WITNESS WHEREOF, undersigned has executed this Agreement to be effective as of the date of the last signature hereinbelow.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

RIVERBANKS:

**RICHLAND-LEXINGTON RIVERBANKS
PARKS DISTRICT**, a political subdivision of the State of
South Carolina, acting by and through the **RIVERBANKS
PARKS COMMISSION**

First Witness

By: _____ (SEAL)

Thomas K. Stringfellow

Its: President & CEO

Date: _____

Second Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

On this _____ day of _____, 2019, before me personally came the within-named **RICHLAND-LEXINGTON RIVERBANKS PARKS DISTRICT**, a political subdivision of the South Carolina, acting by and through the **RIVERBANKS PARKS COMMISSION**, by **Thomas K. Stringfellow**, its **President & CEO**, who acknowledged to me that he executed the foregoing Agreement on behalf of Riverbanks; and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

(Signature of Notary Public)

Name: _____

Notary Public for the State of South Carolina

My Commission Expires: _____

[AFFIX NOTARY SEAL OR STAMP BELOW]

EXHIBIT A**Description of the Land****TRACT 1:**

All that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being in the City of Columbia, in the County of Richland, in the State of South Carolina, containing **16.31 ACRES**, more or less, as shown and designated on a plat prepared for South Carolina Electric & Gas Co. entitled "Property Conveyed to Greater Columbia Zoological Society" dated May __, 1967 and recorded in the Office of the Register of Deeds for Richland County, SC, in Plat Book "X" at page 943; and having the boundaries and measurements as shown on said plat; reference being craved thereto as often as is necessary for a more complete and accurate legal description.

This being the same property conveyed to Richland-Lexington Riverbanks Parks District also known as Riverbanks Park Commission, by deed of South Carolina Electric & Gas Company, dated September 24, 1969, and recorded September 30, 1969 in the Office of the Register of Deeds for Richland County, SC, in Deed Book D-155 at page 117.

Richland County TMS No. 07215-02-09

AND, ALSO**TRACT 2:**

All that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being on the north side of the Saluda River, in the City of Columbia, in the County of Richland, in the State of South Carolina, designated as **PARCEL A**, containing **55.0 ACRES**, more or less, as shown and designated on a drawing prepared for South Carolina Electric & Gas Co. entitled "Riverbanks Park Property" dated February 24, 1969; and having the boundaries and measurements as shown on said plat; reference being craved thereto as often as is necessary for a more complete and accurate legal description.

This being the same property leased to Richland-Lexington Riverbanks Parks District also known as Riverbanks Park Commission, by South Carolina Electric & Gas Company, as set forth in a Lease, dated February 24, 1971, and recorded March 1, 1971, in the Office of the Register of Deeds for Richland County, SC, in Deed Book D-200 at page 684.

Richland County TMS No. 07215-02-11

AND, ALSO

EXHIBIT A (continued)**DESCRIPTION OF THE LAND****TRACT 3:**

All that certain piece, parcel or tract of land, with any improvements located thereon, situate, lying and being in the City of Columbia, in the County of Richland, in the State of South Carolina, containing **10.91 ACRES**, as shown and designated on a Boundary Survey prepared for South Carolina Electric & Gas Co., by Whitworth & Associates, Inc., dated February 27, 2007, and having the following metes and bounds, to wit:

Beginning at an iron pin located at the northeastern corner of land owned by South Carolina Electric & Gas Co. (Richland County TMS No. 07215-02-09) (the "Point of Beginning"); thence turning and running along the CSX Railroad 50' R/W S89°55'12"E for a distance of 1128.24 feet to an iron pin along a curve concave to the south having a radius of 2,252.88 feet; thence southeasterly 742.05 feet along the arc of said curve with a chord bearing of S80°40'22"E, through a central angle of 18°29'40" to an iron pin; thence turning and running S71°38'03"E for a distance of 395.79 feet to an iron pin; thence turning and running N87°33'17"W along the banks of the Saluda River for a distance of 101.35 feet to an iron pin; thence turning and running N81°29'15"W for a distance of 224.49 feet to an iron pin; thence turning and running S84°02'02"W for a distance of 46.39 feet to an iron pin; thence turning and running S88°47'35"W for a distance of 54.22 feet to an iron pin; thence turning and running S60°06'43"W for a distance of 89.45 feet to an iron pin; thence turning and running S80°54'48"W for a distance of 288.05 feet to an iron pin; thence turning and running from the banks of the Saluda River along property of Richland-Lexington Riverbanks Parks District N86°59'58"W for a distance of 608.59 feet to an iron pin; thence continuing N86°59'58"W for a distance of 838.00 feet to an iron pin; thence turning and running N03°00'02"E for a distance of 25.00 feet to an iron pin; thence continuing N03°00'02"E for a distance of 201.70 feet to the Point of Beginning.

This being the same property leased to Richland-Lexington Riverbanks Parks District also known as Riverbanks Park Commission, as set forth in a Lease Modification Agreement, dated October 5, 2009, and recorded October 7, 2014 in the Office of the Register of Deeds for Richland County, SC, in Record Book 1560 at page 3682.

Richland County TMS No. 07215-02-10

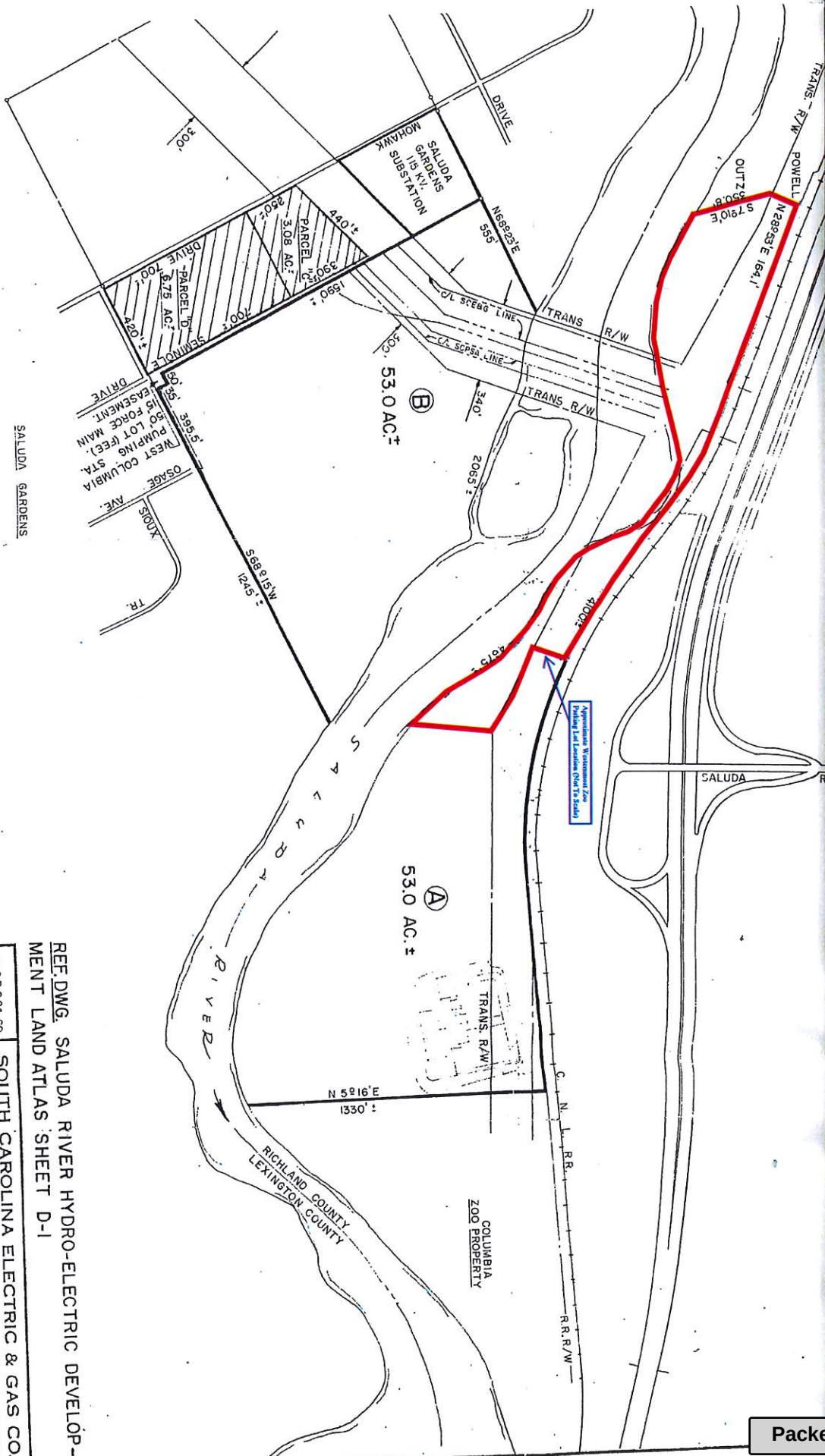
EXHIBIT B

Additional Land leased to the City for the Mill Race Parking Lot, Ranger Station, and Portage Trails

NOTE:

Upon completion of the Project, the parties shall replace the attached exhibit with an as-built survey showing the exact location of all improvements and the boundaries of the Additional Land leased.

EXHIBIT B - ADDITIONAL LAND LEASED TO CITY OF COLUMBIA (OUTLINED IN RED)
[LOCATION OF ALL CITY OF COLUMBIA IMPROVEMENTS TO BE OUTSIDE OF ZOOS EXISTING FENCE]



REF. DWG. SALUDA RIVER HYDRO-ELECTRIC DEVELOP-
MENT LAND ATLAS SHEET D-1

7 OF COLUMBIA (OUTLINED IN RED)

BE OUTSIDE OF ZOOS EXISTING FENCE]

DR. G.B. 224-62

DATE

TR. _____ DATE _____

CK. _____ DATE _____

APP. _____ DATE _____

APP. _____ DATE _____

APP. _____ DATE _____

APP. _____ DATE _____

SOUTH CAROLINA ELECTRIC & GAS CO.

DETAIL RIVERBANKS PARK PROPERTY

SCALE 1" = 400'

JOB NO. _____

SUPERSEDES 516-34

B/M SHT. 1 OF 1

REV. 1

EXHIBIT C**Plans and Location of the Saluda Riverwalk on the Riverwalk Property**

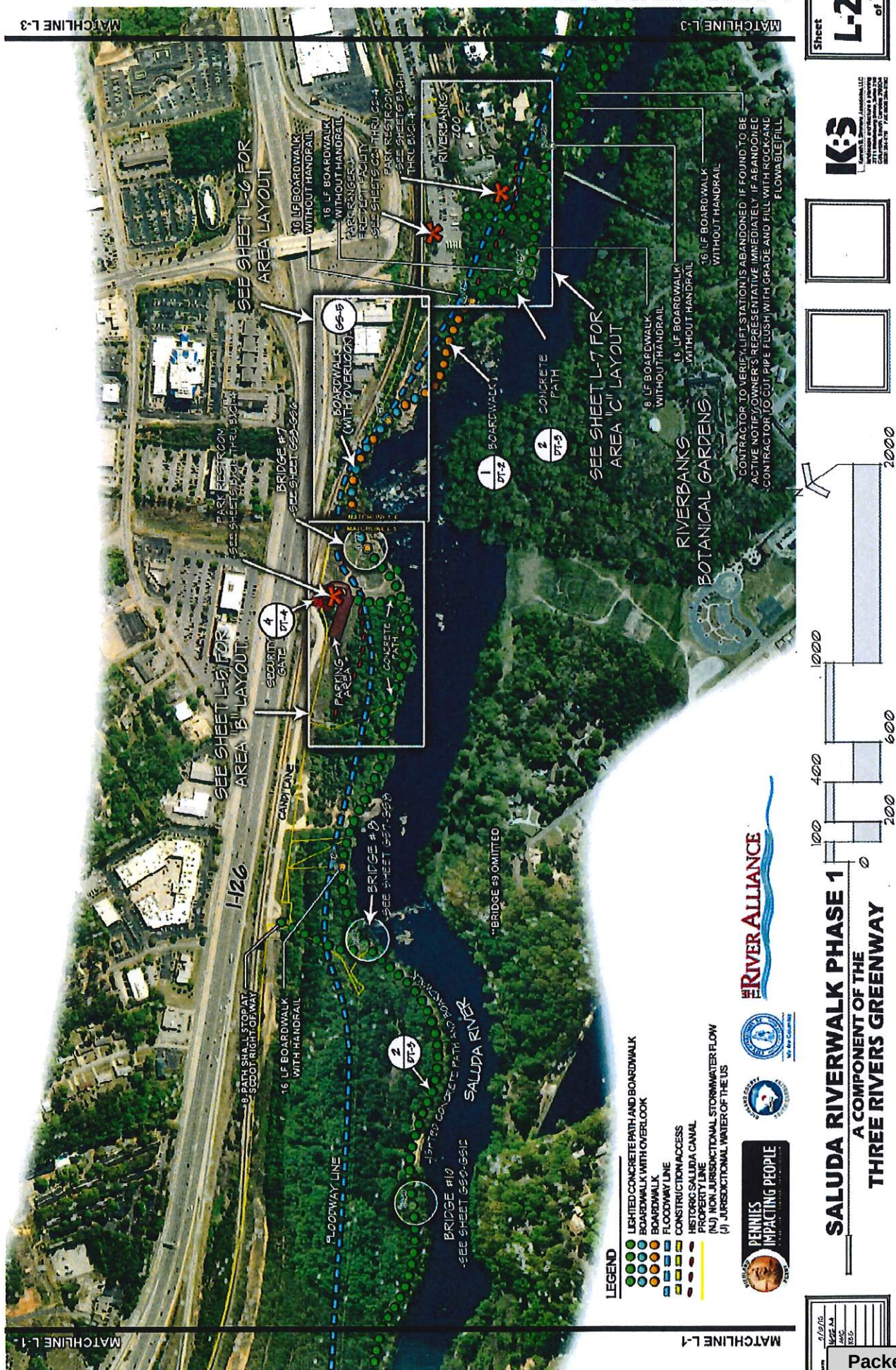




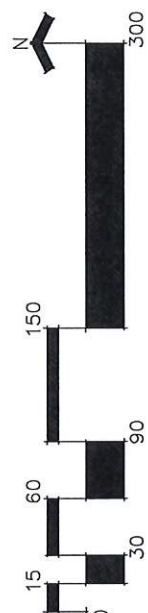
EXHIBIT D**Approximate location of Portage Trails for River Access**



Document Path: W:\GIS\GIS_COC_Projects\Departments\Parks_Recreation\20171102Saluda\21071102_millrace\mxdlRiverbanks_Zoo_Easement_Access.mxd

EXHIBT D - River Access, Portage Trail, Boardwalk and Riverwalk Locations

EXHIBIT E**Location of Parking Lot, Ranger Station Building and Comfort Station**



SALUDA RIVERWALK PH I
A COMPONENT OF THE
THREE RIVERS GREENWAY

DESIGNED BY	
DRAWN BY	
CHECKED BY	
IN CHARGE	
DATE	

LAYOUT PLAN (AREA B)

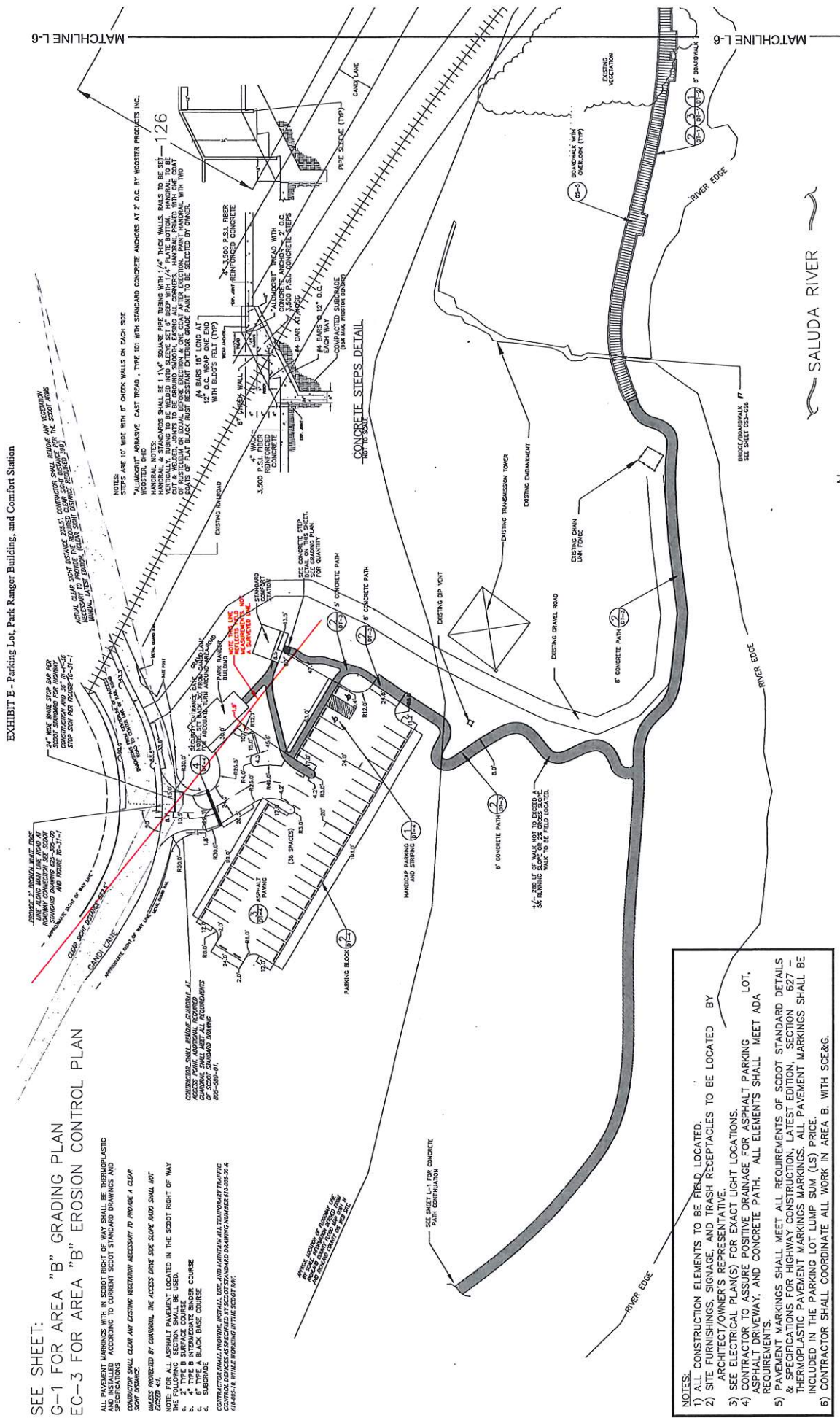


EXHIBIT E - Parking Lot, Park Ranger Building, and Comfort Station

SEE SHEET:
C-1 FOR AREA "B" GRADING PLAN
EC-3 FOR AREA "B" EROSION CONTROL PLAN

ALL PAVEMENT MARKINGS WITH IN SCOOT RIGHT OF WAY SHALL BE THERMOPLASTIC AND INSTALLED ACCORDING TO CURRENT SCOOT STANDARD DRAWINGS AND SPECIFICATIONS
CONTRACTOR SHALL PROVIDE INITIAL USE AND MAINTAIN ALL TEMPORARY TRAFFIC CONTROL DEVICES AS SPECIFIED IN SCOOT STANDARD DRAWING NUMBER 614-05-06 & 614-05-10, WHILE WORKING IN THE SCOOT R/W.

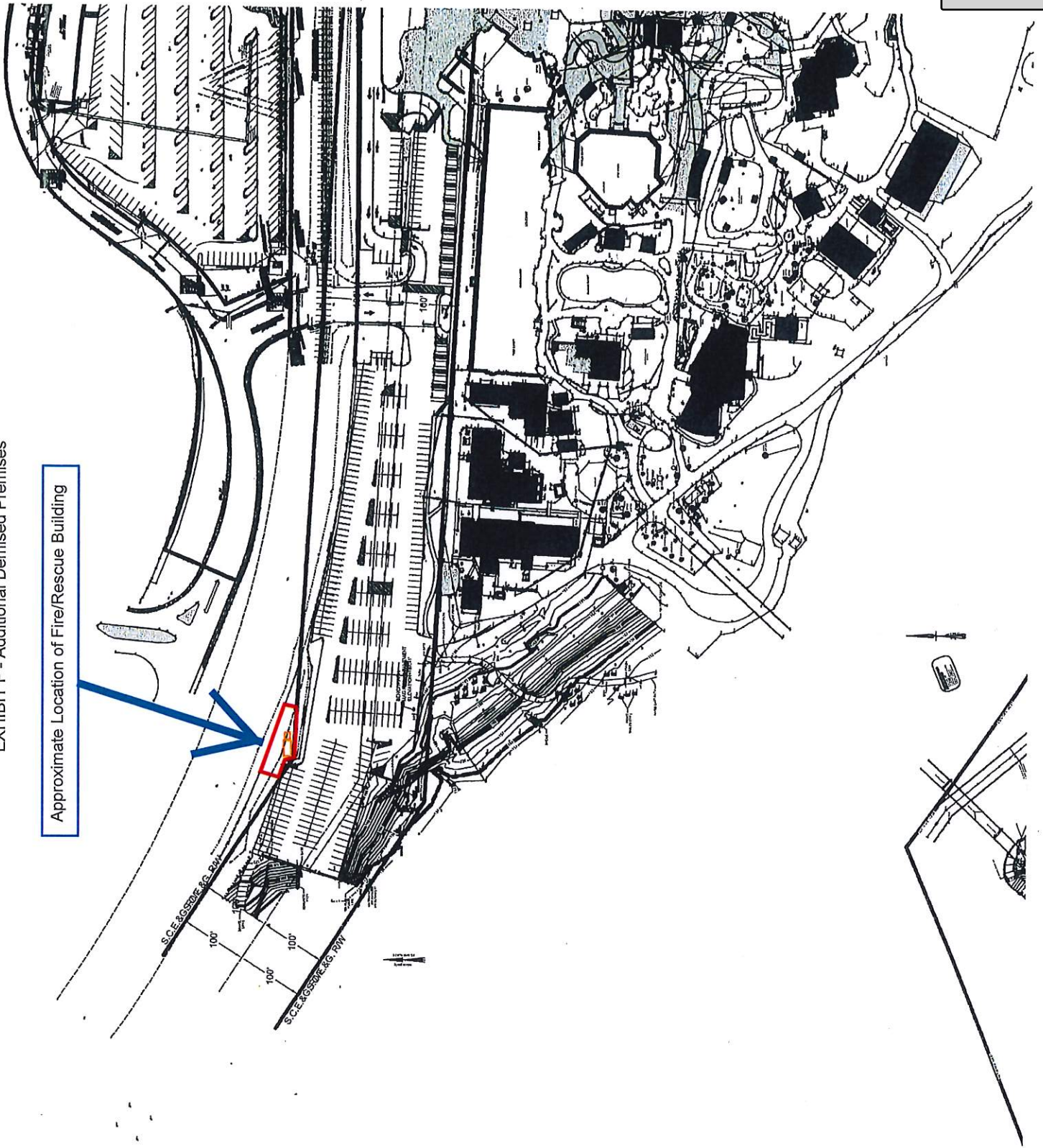
- NOTES:
- 1) ALL CONSTRUCTION ELEMENTS TO BE FIELD LOCATED.
 - 2) SITE FURNISHINGS, SIGNAGE, AND TRASH RECEPTACLES TO BE LOCATED BY ARCHITECT/OWNER'S REPRESENTATIVE.
 - 3) SEE ELECTRICAL PLANS FOR EXACT LIGHT LOCATIONS.
 - 4) CONTRACTOR TO ASSURE POSITIVE DRAINAGE FOR ASPHALT PARKING LOT, ASPHALT DRIVEWAY, AND CONCRETE PATH. ALL ELEMENTS SHALL MEET ADA REQUIREMENTS.
 - 5) PAVEMENT MARKINGS SHALL MEET ALL REQUIREMENTS OF SCOOT STANDARD DETAILS & SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION, SECTION 627 - THERMOPLASTIC PAVEMENT MARKINGS. ALL PAVEMENT MARKINGS SHALL BE INCLUDED IN THE PARKING LOT LUMP SUM (LS) PRICE.
 - 6) CONTRACTOR SHALL COORDINATE ALL WORK IN AREA B, WITH SCE&G.

EXHIBIT E**Additional Land leased to the City for a Fire/Rescue Building****NOTE:**

Upon completion of the Project, the parties shall replace the attached exhibit with an as-built survey showing the exact location of all improvements and the boundaries of the Additional Land leased and the location of the Fire/Rescue Building.

EXHIBIT F - Additional Demised Premises

Approximate Location of Fire/Rescue Building





We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-036 Authorizing the City Manager to execute a Real Estate Purchase Agreement between the City of Columbia (Community Development Department) and M. Stephen Stubley, John Eric Fulda and Barbara A. Fulda for the purchase of 1113 King Street, TMS #11414-17-16

FUNDING SOURCE & ORIGINAL BUDGET:

STRATEGIC GOALS: Collaborate and partner with entities, Foster a healthy quality of life

ATTACHMENTS:

- **#a:** R-2019-036 Purchase 1113 King Street (PDF)

RESOLUTION NO.: R-2019-036

Authorizing the City Manager to execute a Real Estate Purchase Agreement between the City of Columbia and M. Stephen Stubley, John Eric Fulda and Barbara A. Fulda for the purchase of 1113 King Street, Richland County TMS #11414-17-16

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2019, that the City Manager is authorized to execute the attached Real Estate Purchase Agreement, or on a form to be approved by the City Attorney, between the City of Columbia and M. Stephen Stubley, John Eric Fulda and Barbara A. Fulda for the purchase of 1113 King Street, Richland County TMS #11414-17-16 for Two Hundred Thirty-six Thousand Three Hundred Fifty and No/100 (\$236,350.00) Dollars.

(Funding Source: U.S Department of Housing and Urban Development's Community Development Block Grant (HUD CDBG))

Requested by:

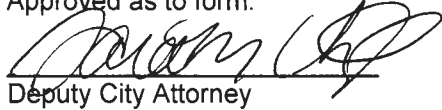
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

**CITY OF COLUMBIA, SC COMMUNITY DEVELOPMENT DEPARTMENT
REAL ESTATE PURCHASE AGREEMENT**

City of Columbia, SC Community Development Department ("Buyer") agrees to buy, subject to approval by City Council of Resolution No.: R-2019-036, and **M. Stephen Stublely, John Eric Fulda, and Barbara A. Fulda.** (collectively "Seller") agrees to sell, the real property, and if applicable; the personal property described below (the "Property"):

1. **Description.** The Property is described as follows:

Street Address: 1113 King Street Columbia, SC 29205

Tax Map Information: R11414-17-16

Legal Description: PARCELS B & C 270.1X61.7X102.9X239.3X159.8 - Duplexes

2. **Purchase Price.** The purchase price is Two Hundred Thirty-Six Thousand Three Hundred Fifty and no/100 Dollars (\$236,350.00.) which shall be paid in certified U.S. funds at the closing.

3. **Closing Agent and Attorney.** The closing agent shall be determined by the **City of Columbia, SC Community Development Department.** The closing agent shall disburse the transactional money at the closing, and perform any other duties agreed in writing among Buyer, Seller, and the Closing Agent. Seller is not required to provide an attorney to Buyer for this transaction. However, in the event Buyer chooses to retain a closing attorney, ("Closing Attorney") Buyer will identify the Closing Attorney to Seller in writing at least ten (10) days prior to the Closing. The Buyer and Seller acknowledge that there may exist a potential conflict of interest in the representation of both Buyer and Seller by the Closing Attorney, in closing this transaction if the Seller is not represented by independent counsel. In such event, both Buyer and Seller agree to sign a Conflict of Interest Disclosure to allow the Closing Attorney to close the within transaction.

4. **Earnest Money.** Buyer has paid to the Seller's closing agent a deposit of \$ 0 toward the purchase price.

5. **Closing.** This transaction shall be closed on or before April 15, 2019 at the office of the Buyer's designated Closing Agent. At closing real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be prorated as of the date of closing. Taxes for prior years shall be paid by Seller.

Seller shall also provide:

- A. A duly executed general warranty deed conveying marketable fee simple title in the Property to Buyer subject to easements and restrictions of record as of the Effective Date.
- B. An owner's affidavit sufficient to enable Purchaser's title insurance company to delete exceptions as to the mechanic's liens (other than mechanic's liens or potential mechanic's liens which might arise as a result of activities of Purchaser), other monetary liens and other matters.
- C. If seller is not a foreign person, a certificate and affidavit of non-foreign status (FIRTA affidavit), and if Seller is not a qualified United State taxpayer the appropriate amount

shall be withheld and remitted to the Department of Revenue.

- D. A Form I-295 (Seller's Affidavit – South Carolina Withholding Tax) as prescribed by the South Carolina Department of Revenue, and if Seller is not a SC resident the appropriate amount shall be withheld and remitted to the Department of Revenue.
- E. A Transferor's Affidavit, and/or if applicable, a Certificate of Tax Compliance form the South Carolina Department of Revenue dated within (30) days of Closing.
- F. Appropriate resolutions and other evidence reasonably required by Buyer and the title company to evidence Seller's authority to execute and deliver the deed and other documents contemplated hereby.
- G. Possession of the Property.
- H. Such other documents as Buyer may reasonably request.

6. **Assignment.** This Contract shall not be assigned by Seller or Buyer without each parties consent.

7. **Closing Costs.** Seller shall pay all existing loans affecting the Property as applicable; the fee for preparation of the deed and proration of taxes, Buyer's transfer taxes, and recording fees on the deed; and any deed of trust; the fees of Buyer's attorney.

8. **Title.** Seller shall convey to Buyer at Closing a marketable fee simple title in and to the Property. For the purposes of this Agreement, "marketable fee simple title" shall mean fee simple ownership which is: (i) free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions (as hereinafter defined); and (ii) insurable by a title insurance company reasonably acceptable to Buyer, at then current standard rates under the ALTA Owner's Policy of Title Insurance with all standard printed exceptions therein deleted and without exception other than for the Permitted Exceptions. For the purpose of this Agreement, the term "Permitted Exceptions" shall mean: (i) easements for the installation or maintenance of public utilities serving only the Property provided same do not interfere with development and use of the Property by Buyers; and (iii) all, if any, other easements of record as of the date of Seller's execution of this Agreement provided same do not interfere with the development and use of the Property by Buyer or render title unmarketable. Seller will use reasonable efforts to eliminate claims, liens, and encumbrances other than Permitted Exceptions.

9. **Surveys.** Seller shall promptly provide Buyer with information and documentation (to the extent same is reasonably available) requested by Buyer to facilitate its evaluation of the Property. The Buyer intends to use U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Funds which is governed by 24 CFR 570 and Section 104(d) Housing and Community Development (HCD) Act 24 CFR Part 42 to purchase the Property and Seller authorizes Buyer to take appropriate steps that may be required by HUD including giving notice to existing tenants under Rule 104 (d) Notice to Residential Tenants to be Displaced.

10. **Inspection.**

- ☒ Buyer has inspected the Property and accepts it in its present condition.
- ☐ Inspection rights are to be determined by Buyer and /or Buyer's agents

11. **"AS IS" Condition/Environmental.**

- a. Buyer acknowledges that they are purchasing the Property "AS IS" as of the date hereof and not on the basis of representations or warranties made by Seller (or anyone claiming to act on the Seller's behalf) either express or implied other than as set forth or provided for herein.
- b. Seller has no knowledge of the presence or existence of any asbestos, toxins, or hazardous substances (as defined or regulated by applicable federal, state or local laws) or contamination

upon or under the Property. Seller shall disclose any reports known to it which outlines the presence of any asbestos, toxins, or hazardous substances or contamination upon or under the Property.

12. **Default.** Should Seller default, Buyer may sue for damages, specific performance of this Agreement, or both. The prevailing party in litigation shall be entitled to recover all costs of enforcement, including reasonable attorney's fees.

13. **Binding Effect of this Agreement.** This Agreement shall be for the benefit of, and be binding upon, the parties, legal representatives and assigns. It constitutes the entire agreement between the parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

14. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of South Carolina.

15. **Cooperation.** Buyer and Seller agree to take promptly all actions reasonably necessary to carry out the responsibilities and obligations of this Agreement.

16. **Effective Date.** This Agreement shall take effect on the date of the last signature hereinbelow.

IN WITNESS WHEREOF, the undersigned has duly executed this Contract this ____ day of _____, 2019.

WITNESSES:

(Witness 1 signature)

(Witness 2 signature)

BUYER: CITY OF COLUMBIA

By: _____
Name: Teresa B. Wilson
Title: City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC

IN WITNESS WHEREOF, the undersigned has duly executed this Contract this ____ day of _____, 2019.

WITNESSES:

(Witness signature)

(Witness signature)

(Witness signature)

SELLERS:

M. Stephen Stubleby

John Eric Fulda

Barbara A. Fulda



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Board of Zoning Appeals Form-Based Codes

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** BoZA Form Based_Memo_03 _2019(DOC)



We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Ashley M. Jenkins, City Manager's Office

DATE: March 27, 2019

SUBJECT: Board of Zoning Appeals- Form Based Codes

Purpose: The purpose of this board is to hear and decide appeals when it is alleged that there is an error in any order, requirement, decision or determination made the zoning administrator or the Consolidated Review Committee in the enforcement of the code when the property is governed by a form based code.

Composition: This committee is comprised of five (5) members – one (1) architect, one (1) attorney, one (1) landscape architect or urban planner, one (1) in real estate, and one at-large individual. Appointees serve a three (3) year term with the possibility of one (1) re-appointment.

Action: Council is asked to appoint an attorney and planner.

District Representation of Applicants:

District 1 – 1
 District 2 – 1
 District 3 – 0
 District 4 – 0
 Outside City Limits – 0

There are two (2) applications for consideration.

Attorney

Macaulay Morrison

1308 Pulaski Street Unit B
 Columbia, SC 29201

Attorney
 USC Children's Law Center
 1600 Hampton Street
 Columbia, SC 29208
District 2



We Are Columbia

Landscape or Urban Planner

James Myers

6808 Cindy Court
Columbia, SC 29203

District 1

Engineer/ Associate Engineer

SCDOT
1931 University Blvd.
Aiken, SC 29802



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Central Midlands Regional Transit Authority Board
(COMET)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#b:** CMRTA_Memo_03_2019 (PDF)



We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Ashley M. Jenkins, City Council Office

DATE: March 21, 2019

SUBJECT: Central Midlands Regional Transit Authority Board

Purpose: The purpose of this board is to promote transportation opportunities for all citizens within the service area which shall initially consist of Richland County and limited service into Lexington County. This shall be done by providing transportation services and encouraging the cooperation and coordination of existing transportation providers. The Authority shall utilize revenues from the Authority's transportation system, government grants, contracts for services, intergovernmental agreements, franchising contracts, and any other source, and such funds as may be appropriated by the governing bodies of the Members of the Authority, in accordance with Article IV, Section 2 of the Second Amended Agreement.

Composition: This board is composed of representatives from regional municipalities with the City appointing three (3) individuals to serve a three (3) year term.

Action: Council is asked to re-appoint members.

- **Current District Representation is:**

- District 1 – 0
- District 2 – 1
- District 3 – 1
- District 4 – 0
- Not in City Limits – 1

- **District Representation of Applicants:**

- District 1 – 1
- District 2 – 3
- District 3 – 0
- District 4 – 0
- Outside City Limits – 0



We Are Columbia

Applicants:

Raquel Richardson

517 Lady Street Unit 200
Columbia, SC 29201

Business Owner
Self Employed
617 Lady Street
Columbia, SC 29201

District 2

Michael Brown

230 Summerlea Drive
Columbia, SC 29203

District 1

Vice President of Operations
Right at Home
1904 Sunset Blvd. Ste. D
West Columbia, SC 29169

Eme Crawford

2717 Wilmot Avenue
Columbia, SC 29205

Director of Communications & Learning
WREN (Women's Rights & Empowerment
Network)

1201 Main Street
Columbia, SC 29201

District 2

Jacob Eddington

2314 Pendleton Street
Columbia, SC 29205

Financial Advisor
Northwestern Mutual
1901 Bull Street
Columbia, SC 29201

District 2



We Are Columbia

<u>City of Columbia Appointees</u>	<u>DATE APPOINTED</u>	<u>TERM STARTS</u>	<u>TERM ENDS</u>
<u>Derrick Huggins</u>	11/01/2011	11/01/2011	11/01/2014
202 Cypress Ridge Circle	10/20/2015	11/01/2015	11/30/2016
Columbia, SC 29229	12/06/2016	12/07/2016	12/01/2019
Outside City Limits			
<u>Ronald Anderson</u> -TERM	11/01/2011	11/01/2011	11/01/2014
EXPIRED	10/20/2015	11/01/2015	11/01/2017
2907 Wheat St.	09/04/2018	11/01/2017	11/01/2020
Columbia, SC 29205			
District 3			
	02/16/2016	02/16/2016	11/30/2018
<u>Carolyn Gleaton</u> - EXPIRED			
TERM			
1909 St. Louis Avenue			
Columbia, SC 29204			
District 2			



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Columbia Tree and Appearance Commission

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#b:** Columbia Tree & Appearance Commission Memo 03 11 2019 (PDF)



We Are Columbia

TO: Teresa B. Wilson, City Manager

FROM: Ashley Jenkins, City Manager Office

DATE: March 21, 2019

SUBJECT: Columbia Tree and Appearance Commission

Purpose: This committee protects, enhances and promotes the City of Columbia's natural resources and visual beauty. They oversee the development of a master plan for the beautification of the City of Columbia and its implementation.

Composition: This committee is comprised of 11 eleven members consisting of seven (7) At-Large members; one (1) arborist, horticulturist or landscape architect; one (1) developer or realtor; one (1) architect or engineer; and one (1) member from Columbia Green. Appointees serve a two (2) year term with eligibility for one (1) re-appointment.

Action: Council is asked to re-appoint and appoint three (3) individuals to the Tree and Appearance Commission. One (1) arborist, three (3) At-Large appointments and

- **Current District Representation is:**

District 1 – 2
 District 2 – 2
 District 3 – 4
 District 4 – 1
 Not in City Limits – 0

- **District Representation of Applicants:**

There are ten (10) applications for consideration.

District 1 – 1
 District 2 – 6
 District 3 – 2
 District 4 – 1
 Outside City Limits – 0

Applications Received

John Andoh

2527 Marling Drive
Columbia, SC 29201

Executive Director/ CEO
Central Midlands Regional Transit Authority
3613 Lucius Road
Columbia, SC 29201
District 1

Russell Jeter

841 Kawana Road
Columbia, SC 29205

Attorney
The Jeter Law Firm, LLC
1531 Blanding Street
Columbia, SC 29205
District 2

James Irvin

27 Foot Point Road
Columbia, SC 29209

Attorney
Nelson Mullins
1320 Main Street
Columbia, SC 29201
District 2

Andrew Cheatham

1504 Saramound Road
Columbia, SC 29205

Landscape Architect/ Arborist
Kenneth B. Simmons Associates
2711 Middleburg Drive
Columbia, SC 29204
District 2

Daniel Brennan

2924 Kennedy Street
Columbia, SC 29205
District 3

Commercial Real Estate Appraiser
Integra Realty Resources
500 Lawand Drive
Columbia, SC 2921

Zoltan Borbely

5031 Kilbourne Rd.
Columbia, SC 29209
District 4

Business Owner- IT Consultant
Spes Technologies
PO Box 6138
Columbia, SC 29260

Macaulay Taylor

1308 Pulaski Street Unit. B

Attorney
Children's Law Center- USC
1600 Hampton Street
Columbia, SC 29208
District 2

Viola Hendley

104 Alabama Street
Columbia, SC 29201
District 2

Retired Teacher
Richland School District One

Meghan McCraw

608 S. Ott Road
Columbia, SC 29205
District 3

National Accounts
Southeastern Freight Lines
420 Davega Road
Lexington, SC 29073

Clyde Fallaw IV

245 Woodwinds West Drive
Columbia, SC

Economic Advancement Coordinator
State of South Carolina
1205 Pendleton Street, Suite 352
Columbia, SC 29201
District 2

Current Appointees

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
<u>Presley V. Hogue</u> 1316 Cambridge Lane Columbia, SC 29204 District 3	06/02/15 07/17/2018	6/2015 07/18/2018	06/2018 07/17/2021
<u>William Baker</u> -RESIGNED 3405 Yale Avenue Columbia, SC 29205 District 3 Non-proliferation Policy Director Alliance for Nuclear Accountability At-Large	06/07/2016	07/01/2016	06/30/2018
<u>Elizabeth Marks</u> -Expires Aug. 1908 Henderson Street Columbia, SC 29201 District 2 Elizabeth Marks & Associates Inc. At-Large	08/07/2012 03/15/2016	08/2012 08/2015	08/2015 08/2018
<u>Robert Harte</u> 418 Laurel Hill Lane Columbia, SC 29201 District 1 Attorney Richardson Plowden & Robinson, P.A. At-Large	07/18/2017	07/19/2017	08/01/2019
<u>John McKenzie</u> - EXPIRED 2424 Wheat Street Columbia, SC 29205 District 3 Attorney McDonald, McKenzie, Rubin, Miller & Lybrand LLC At-Large	03/04/2014	03/2014	02/2017 12/2018

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
Mary Greene-TERM EXPIRED 120 Woodrow Street Columbia, SC 29205 District 3 Greene Grassroots greenegrassroots@aol.com At-Large	06/26/2012 05/19/2015	07/2012 06/2015	06/2015 06/2018
Randall Roberts 1212 Shirley Street Columbia, SC 29205 District 3 Civil Engineer Neel-Schaffer Randy.roberts@neel-schaffer.com At-Large	04/22/2014	04/22/2014	09/06/2020
Karen Settana 51 Foot Point Road Columbia, SC 29209 District 4 Auditor SC Department of Social Services At-Large	04/22/2014 07/18/2017	04/22/2014 07/19/2017	04/30/2017 08/01/2019
Charles Moore- EXPIRED 1301 Adger Road Columbia, SC 29205 District 4 Attorney Turner, Padgett, Graham & Laney, P.A. At-Large	03/05/2013 03/15/2016	12/2012 12/2015	12/2015 12/2018

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
<u>Charles Weber Howell</u> -VACANT 11 Rosemount Court Blythewood, SC 29016 Not in City Limits The Land plan Group South District 1 LA/Horticulturist/Arborist	06/26/2012 05/19/2015	07/2012 06/2015	06/2015 06/2018
<u>Bryan Allen</u> 4630 Datura Road Columbia, SC 29205 District 4 Assistant VP – Business Information & Analysis Colonial Life 1200 Colonial Life Blvd. Columbia, SC 29210 At-Large	07/17/2018	07/18/2018	07/17/2021
<u>Elizabeth T. Scott</u> *Current 3446 Coleman Street Columbia, SC 29205 District 3 Banker NBSC	07/18/2017	07/19/2017	08/01/2019
<u>Charles Pippin</u> 1401 Hampton Street Columbia, SC 29201 District 2 Digital Director Office of the Governor At-Large			
<u>Regina Monteith</u> *Reappointed 530 Kilbourne Road Columbia, SC 29205 Columbia Green Representative District 3	05/23/2016	05/24/2016	02/01/2019

	<u>APPOINTED</u>	<u>STARTS</u>	<u>ENDS</u>
<u>Ben Brantley- EXPIRING IN APRIL</u> 1629 Millford Road Columbia, SC 29206 District 4 Vice President CBRE 1333 Main Street Suite 210 Columbia, SC 29201 Ben.brantley@cbre.com Developer-Realtor	03/15/2016	04/2016	04/2019
<u>Chris Goodman—RESIGNED</u> 2311 Park Street Columbia, SC 29201 District 1 Physician USC School of Medicine	07/17/2018	07/18/2018	07/17/2020
<u>Eddie McWhirter</u> 325 Stanford Bridge Rd. West Columbia, SC 29172 (803) 732-4296 SCE&G Mail Code G06 (803) 217-2764 emcwhirter@scana.com Advisory			
<u>Jim Byrum</u> 33 Heathwood Cir. Columbia, SC 29205 (803) 254-3046 (h)/ 331-1969 (c) byrum@usit.net DDRC			
<u>Pat Parker</u> (803) 407-1493 pparker@sc.rr.com Columbia Garden Advisory Council			

APPOINTED**STARTS****ENDS****Scott Holder**

Land Development Planner Planning
and Development Services

jsholder@columbiasc.net

Staff

Caleb King

Forestry Superintendent
Forestry & Beautification Dept.

Caleb.King@Columbiasc.gov

Staff



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Food Policy Committee

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#c:** FP Memo Revised (DOCX)

HISTORY:

03/19/19 Columbia City Council DEFERRED



We Are Columbia

TO: City Council

FROM: Ashley Jenkins, Office of the City Manager

DATE: March 27, 2019

SUBJECT: Food Policy Committee

Purpose: The purpose of this committee is to gather and address problems found within food production, consumption, processing, distribution, and waste disposal with the primary focus on finding solutions to problems that promote sustainability, economic development, and social justice in the food system of the Columbia and surrounding areas by educating government officials about issues of the food system, making policy recommendations, research, fostering of cooperation among private, public, and non-profit interests.

Composition: This commission is comprised of fifteen (15) members

Action: Council is asked to appoint four (4) individuals

District Representation:

District 1 – 1
 District 2 – 2
 District 3 – 4
 District 4 – 2
 Outside City Limits – 3

District Representation of Applicants:

There are three (3) applications for consideration.

District 1 – 1
 District 2 – 2
 District 3 – 0
 District 4 – 0
 Outside City Limits – 0

APPLICANTS**Amanda Edwards**

201 Blaine lane
Lexington, SC 29072

Environmental Health Manager
SCDHEC
2600 Bull Street
Columbia, SC 29201
District 2

Russell Washington

2437 Haskell Avenue
Columbia, SC 29204

Consultant
Synergy Systems Int. LLC
2437 Haskell Avenue
Columbia, SC 29204
District 2

John Andoh

2527 Marling Drive
Columbia, SC 29204

Executive Director
Central Midlands Regional Transit
Authority
3613 Lucius Road
Columbia, SC 29201
District 1



We Are Columbia

MEETING DATE: April 2, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Midlands Authority for Conventions, Sports, and Tourism

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#b:** MACST Memo 03 2019 (PDF)



We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Ashley M. Jenkins, Office of the City Manager

DATE: March 21, 2019

SUBJECT: Midlands Authority for Conventions, Sports, and Tourism

Purpose: The purpose of the Authority shall be to: (a) engage in all aspects and/or activities related directly or indirectly to the design, development, management, operation, or any other functions pertaining to a regional conference/convention facility located in the City of Columbia, South Carolina; (b) participate in similar activities with respect to parking and other facilities that directly or indirectly support the operation of the Center.

Composition: This board is multijurisdictional with Richland and Lexington County each appointing two (2) individuals. The City appoints five (5) members who serve a three (3) year term with one (1) re-appointment. The by-laws specify that one appointment must be from the **hospitality industry** and one must be employed in the **lodging industry**.

Request: Council is asked to appointment one (1) individual to the Midlands Authority for Conventions, Sports, and Tourism board.

- **District Representation of Applicants:**

- District 1 – 1
- District 2 – 3
- District 3 – 1
- District 4 – 2
- Outside City Limits – 0

Applicants**Mark S. Nagel**

1364 Rail Fence Dr.
Columbia, SC 29212

Professor
University of South Carolina
701 Assembly Street
Columbia, SC 29201
District 2

John Andoh

2527 Marling Drive
Columbia, SC 29204

Executive Director/CEO
3613 Lucius Road
Columbia, SC 29201
District 3

Richard Harrill

1644 Main Street Apt. 404
Columbia, SC 29201

Research Professor
University of South Carolina
701 Assembly Street
Columbia, SC 29201
District 2

William Kramer

876 Burnside Drive
Columbia, SC 29209
District 4

Sales Manager
Colonial Life
1111 Parkside Drive
Columbia, SC 29203

Joseph J. Fortune

34 Welwyn Place
Columbia, SC 29212

Director of Housing Administration
University of South Carolina
1520 Devine Street
Columbia, SC 29208
District 1

John Hardee

296 Tombbee Lane
Columbia, SC 29209
District 4

Public Affairs
Lamar Advertising
1221 Atlas Road
Columbia, SC 29209

Richard Rowe

1324 Pulaski Street
Columbia, SC 29201

Retired
District 2

CURRENT MEMEBERS**John Katz**

823 Albion Road
Columbia, SC 29205
(913) 433-7557

President
Columbia Fireflies, LLC
1640 Freed Street
Columbia, SC 29201
(803) 888-3030
jkatz@columbiafireflies.com

Sam Johnson

1155 Lady Street
Columbia, SC 29201
(803) 397-5920

Law Clerk/Project Strategist
1230 Main Street
Columbia, SC 29201
(803) 540-2139
spjohnson@nexsenpruet.com

Andrew Lucas

6503 Sandale Drive
Columbia, SC 29206

General Manager
Inn at USC Wyndham Garden
1200 Hampton Street
Columbia, SC 29201
(803) 779-7779
alucas@innatusc.com

John Hardee-TERM EXPIRED

Lamar Advertising
1221 Atlas Road
Columbia, SC 29209
City of Columbia

DATE APPOINTED

07/18/2017

07/18/2017

11/01/2016

12/10/2013
05/05/2015

START

07/19/2017

07/19/2017

11/15/2016

06/2010
06/2012
07/01/2015

END

08/01/2020

08/01/2020

12/01/2019

06/2012
06/30/2015
06/30/2018

CURRENT MEMEBERS**Janice Marshall**

101 Louthian Way
 Blythewood, SC 29016
 (803) 261-7786

Executive Director
 James Clyburn Research and
 Scholarship Foundation
 (803) 255-0003
clyburnfoundation@yahoo.com

Bill Ellen - CEO
 1600 Lincoln Street
 Columbia, SC 29201
 (803) 545-3007
bellen@columbiaauthority.com

DATE APPOINTED

12/10/2013
 07/18/2018

START

01/01/2014
 07/19/2017

END

06/30/2017
 08/01/2020