



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MAY 15, 2018

The Columbia City Council will conduct a Work Session at 2:00 p.m. & Meeting at 6:00 p.m. on Tuesday, May 15, 2018 at City Hall, 1737 Main Street, Columbia, SC 29201.

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

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

WORK SESSION - 2:00 P.M.

ROLL CALL

INVOCATION

FINANCIAL REPORT

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

CITY COUNCIL DISCUSSION

2. Gervais Street Bridge Beautification Project - Mr. Presley V. Hogue, Columbia Tree and Appearance Commission
3. Columbia Water Update - Mr. Clint Shealy, Assistant City Manager for Columbia Water
4. Fiscal Year 2018 / 2019 Proposed Budget - Ms. Melisa Caughman, Budget & Program Management Director
5. Columbia Construction Jobs Fall by 11% - The Honorable Daniel J. Rickenmann
6. Extended Hours Permit for Commercial Establishments - The Honorable Daniel J. Rickenmann

EXECUTIVE SESSION



We Are Columbia

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7. 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)

*Jushi
1800 Main Street*

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

*Busby Street Community Center and Police Substation Project
911 Communications Center Consolidation Agreement Extension*

9. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to §30-4-70(a)(2) **Revised**

*Devine Street
Variance exemptions
Amtrak
Columbia Canal
Sec. 17-269. Drinking establishments*

10. Discussion of employment of an employee pursuant to S.C. Code §30-4-70(a)(2)

Municipal Court Judges

COUNCIL MEETING - 6:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

11. Council is asked to approve the April 17, 2018 and May 1, 2018 City Council Meeting Minutes.



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CONSENT AGENDA ITEMS 12 THROUGH 25

12. Council is asked to approve Sidewalk Construction Services along Sulton and Maxcy Roads, as requested by Columbia Water. Award to AOS Specialty Contractors, Inc., a certified Minority Business Enterprise and Local Business Enterprise in an amount not to exceed \$175,849.30. This firm is located in Lexington, SC.

Funding Source: 4079999-658650-SR102602-658650. The original budget amount is \$175,849.30.

The City will be reimbursed for this project by SCDOT and SCDOT guidelines were used for this procurement. Therefore, no preference programs are applicable to this solicitation. AOS Specialty Contractors, Inc. will self-perform all items in the contract.

13. Council is asked to approve the Purchase of a Sharples DS706 Rotating Assembly for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Sully Enterprises, as a Sole Source in the amount of \$201,477.00. This firm is located in South Jordan, UT.

Funding Source: Utilities Metro Wastewater Plt-Machinery and Equipment Capital: 5516208-658300. The original budgeted amount is \$201,477.00.

14. Council is asked to approve Geotechnical Engineering Services for Rock Coring Testing for Clearwells I and II at the Canal Water Treatment Plant, as requested by Columbia Water. Award to URS Corporation, as a Sole Source in the amount of \$302,114.00. This firm is located in Columbia, SC.

Funding Source: Water & Sewer Capital Projects Capital Project Costs: 5529999-658650. Engineering Services-Canal Water Treatment Plant Improvements. WM423101-658650. The original budgeted amount is \$302,114.00.

15. Council is asked to approve a Change Order for Waterline Repairs throughout the City during inclement weather conditions. Columbia Water requested this as an amendment to the original Emergency Procurement authorized by the City Manager and approved by City Council on February 20, 2018. The revised award will be issued to North American Pipeline of Marietta, GA in the amount of \$400,000.00.

Funding Source: Engineering – Paving and Asphalt Supplies; 5511706—623500. The original budgeted amount is \$400,000.00.



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16. Council is asked to approve the Installation of Backup Power Generators at Various Pump Station Sites, as requested by Columbia Water. Award to Stutts & Williams, LLC, a certified Local Business Enterprise in an amount not to exceed \$478,743.28. This firm is located in Lexington, SC.

Funding Source: 5529999-SS741601-658650. The original budgeted amount is \$480,000.00.

This is a Mentor Protégé Program project. Hammerhead Utilities, LLC of Chapin, SC is the Protégé and will provide services at 43% (\$186,000.00) of the contract value.

The following subcontractors will provide additional services:

Blanchard CAT of West Columbia, SC will provide generators at 30% (\$130,566.00) of the contract value.

Utility Electric, LLC, a Minority Business Enterprise (Woman) of Anderson, SC will provide electrical work at 14% (\$60,500.00) of the contract value.

17. Council is asked to approve an Agreement for Project SS7428; Lower Saluda Relief and Major Pipe Rehabilitation Services, as requested by Columbia Water. Award to Brown and Caldwell in the amount of \$1,185,000.00. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Lower Saluda River Relief Sewer - Capital Projects Cost - 5529999-SS742801-658650. The original budgeted amount is \$1,300,000.00.

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. 4D Engineering, a Minority Business Enterprise (Woman) of Columbia, SC is the Protégé and will provide analysis, design, permitting, geotechnical investigation, and public relations services at 21.6% (\$255,550.00) of the contract value.

The following sub-consultants will provide additional services:

Chao and Associates, a Minority Business Enterprise of Columbia, SC will provide surveying services and easement exhibits at 19.2% (\$228,060.00) of the contract value.

Environmental Permitting Consultants, Inc., a Small Business Enterprise of Lexington, SC will provide wetlands delineation and permitting services at 1.84% (\$21,800.00) of the contract value.

18. Council is asked to approve an Agreement for Project SS7424; Broad River 02 Sewer System Evaluation Study and Sewer Rehabilitation Services, as requested by Columbia Water. Award to AECOM Technical Services, Incorporated in the amount of \$1,522,423.00. This firm is located in Columbia, SC.
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Funding Source: Water & Sewer Capital Projects – Broad River 02 Sub-Basin SSES- Capital Project Cost-5529999-SS742401-658650. The original budgeted amount is \$1,522,423.00.

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. DESA, Inc., a Minority Business Enterprise (Woman) of Columbia, SC is the Protégé and will provide Manhole Inspections, Zoom Camera Inspections, Smoke Testing, Public Relations, and Construction Administration services at 20% (\$303,752.00) of the contract value.

Sub-consultant Hydrostructures, P.A., of Cayce, SC will provide CCTV and Dye Water Testing services at 18.6% (\$303,752.00) of the contract value.

19. Council is asked to approve a Contract for Project SS7333; Transmission System Operation, Maintenance and Supervisory Control, and Data Acquisition Improvements, as requested by Columbia Water. Award to AAA Utility and Construction, LLC, in an amount not to exceed \$1,785,705.24. This firm is located in Columbia, SC.

Funding Source: 5529999-SS733301-658650. The original budgeted amount is \$1,019,660.00. Funds have been transferred to Account 5529999-SS733301-658650 from SS728801-Unforeseen and Miscellaneous in order to increase the Requisition to \$1,785,705.24.

This is a Clean Water 2020 Program Project.

The following sub-consultants will provide additional services:

CITI, LLC of Charlotte, NC will provide instrumentation and control systems at 48% (\$780,781.00) of the contract value.

Gregory Electric of Columbia, SC will provide electrical installation of SCADA improvements at 11% (\$182,718.60) of the contract value.

20. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, and INTERIM ZONING MAP AMENDMENT - 2716 Shop Road; TMS #16200-04-31

Ordinance No.: 2018-017 - Annexing 2716 Shop Road, Richland County TMS# 16200-04-31

Council District: 3

Proposal: Request to annex, assign interim land use classification of Industrial and assign interim zoning of Light Industrial District (M-1). The property is currently classified as Economic Development Center and zoned M-1 by Richland County.

Applicant: Annette Holdings, Inc.



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

PC Recommendation: 04/09/18: Annex, Assign Interim Land Use & Interim Zoning; Approve (6-0)

First reading approval was given on May 1, 2018.

21. Ordinance No.: 2018-013 - Authorizing and providing for the issuance of Stormwater System Revenue Bonds of the City of Columbia, South Carolina; prescribing the form of bonds; limiting the payment of the bonds solely to the revenues derived from the operation of the system and pledging such revenues to such payment; creating certain funds and providing for payments into such funds; and making other covenants and agreements in connection with the foregoing

First reading approval was given on April 17, 2018.

22. Ordinance No.: 2018-014 - A First Supplemental Ordinance Providing for the issuance and sale of City of Columbia, South Carolina, Stormwater System Revenue Bonds, in one or more series in the aggregate principal amount of not exceeding \$50,000,000, in order to finance various capital projects and improvements to the system, any necessary debt service reserves and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager or any two of them acting together to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters related thereto

First reading approval was given on April 17, 2018.

23. Ordinance No.: 2018-016 - Amend Sec. 21-127 Basis for establishing areas of special flood hazard

First reading approval was given on May 1, 2018.

24. Resolution No.: R-2018-041 Authorizing consumption of beer and wine only at the Fire-Rescue Street Party in the 900 block and 1000 block of Lincoln Street on Saturday, June 16, 2018

25. Resolution No.: R-2018-043 - Authorizing consumption of beer and wine only at the South Carolina Carnival in the 1800 block of Main Street between Laurel Street and Richland Street on Saturday June 9, 2018

PRESENTATIONS



We Are Columbia

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26. Public Service Recognition - Ms. Teresa Wilson, City Manager
 27. May 2018 Employee of the Month - Ms. Angela Adams, Customer Care Administrator
Ms. Heather Greer, Accounting Technician for the Customer Care Division
 28. National Peace Officers Memorial Day & Police Week Proclamation - The Honorable Mayor Stephen K. Benjamin
 29. American Public Works Week Proclamation - The Honorable Stephen K. Benjamin
 30. Recognition of Dr. Bobby Donaldson as the Recipient of the 2017 Stephen G. Morrison Visionary Award - The Honorable Mayor Stephen K. Benjamin
 31. Recognition of 2018 Miss Columbia - The Honorable Mayor Stephen K. Benjamin
Miss Alexandra Badgett
 32. Black Expo Economic Empowerment Summit - Mr. Darrin Thomas, President of Thomas Media Group

ZONING / PLANNING MATTERS PUBLIC HEARING - FIRST READING - 7:00 P.M.

33. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 2916 Colonial Drive; TMS# 11503-06-30

Ordinance No.: 2018-020 - Annexing and Incorporating 2916 Colonial Drive, Richland County TMS# 11503-06-30 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 Community Activity Center (UCAC-2) and assign zoning of General Commercial (C-3). The property is currently classified as Mixed Residential-High Density and zoned GC by Richland County.

Applicant: WAT Properties Inc. of Columbia

Staff Recommendation: Approval

PC Recommendation: 03/05/2018; Approval (5-0)



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34. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 638 Bluff Road (p); TMS# 11203-05-04(p)

Ordinance No.: 2018-019 - Annexing and Incorporating 638 Bluff Road (portion), Richland County TMS# 11203-05-04(p) into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 3

Proposal: Request to annex, assign land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and assign zoning of General Commercial District (C-3). The property is currently classified as Mixed Residential-High Density and zoned General Commercial (GC) by Richland County.

Applicant: 638 Bluff Road, LLC

Staff Recommendation: Approval

PC Recommendation: 03/05/2018; Approval (5-0)

35. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY - 1321 Piney Grove Road; TMS# 06200-01-15

Ordinance No.: 2018-018 - Annexing and Incorporating 1321 Piney Grove Road, Richland County TMS# 06200-01-15 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 1

Proposal: Request to annex, assign land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of General Residential District (RG-2). The property is currently classified as Mixed Residential-High Density/Mixed Use Corridor and zoned GC by Richland County.

Applicant: Jimmy Love Land, LLC

Staff Recommendation: Approval

PC Recommendation: 04/09/2018; Approval (6-0)

36. MAJOR AMENDMENT TO A PUD-R - 2.16 acres S/S Caughman Road; TMS# 19100-02-10

Council District: 4



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Proposal: Request to make a Major Amendment to a PUD-R

Applicant: Southeast Church of Christ

Staff Recommendation: Approval

PC Recommendation: 04/09/2018; Approval (6-0)

37. ZONING MAP AMENDMENT - 1908 Blossom Street, TMS# 11308-11-07 and 11308-11-03

Council District: 3

Proposal: Request to rezone the parcels from M-1, -5P to MX-1, -5P

Applicant: Josh Boltinhouse, Lambert Architecture & Construction Services

Staff Recommendation: Approval

PC Recommendation: 11/06/2017 deferred by applicant to 12/04/2017; 12/04/2017 deferred by applicant to 1/8/2018; 01/08/2018 deferred by applicant to 2/5/2018; 02/05/2018 Denial (5-3 vote and 1 recusal)

38. ZONING MAP & TEXT AMENDMENT - Seminary Ridge Historic District

Ordinance No.: 2018-021 - 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 to delete (8) and amend (c) Protection area district to add (7)

Council District: 1

Proposal: Amend the text of the City of Columbia's Code of Ordinances to delete §17-681(b)(8) (Districts Identified, Architectural Conservation District) and modify §17-681(c) (Districts identified, Protection Area District) to add §17-681(c)(7) and amend the City Of Columbia's Official Zoning Map to modify the map label from "Seminary Ridge Architectural Conservation District" to "Seminary Ridge Protection Area".

Applicant: Sam Davis, City of Columbia Council Member

Staff Recommendation: Approval

PC Recommendation: 04/09/2018; Approval (6-0)



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D/DRC Recommendation: 04/12/2018; Approval (5-2)

39. ZONING MAP AMENDMENTS - 700 Gervais Street, TMS# 08916-11-02

Council District: 2

Proposal: Request to rezone the parcel from M-1, M-2, -DD, -ID and -DP to MX-2, -ID and -DP

Applicant: Ben Arnold, Southern Realty Development Corp.

Staff Recommendation: Approval

PC Recommendation: 04/09/2018; Approval (6-0)

40. ZONING MAP AMENDMENT & TEXT AMENDMENT - Modification of Innovista Design District & Guidelines, and Rezoning of 1100 Wayne Street, TMS#08916-11-04A

Ordinance No.: 2018-015 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 8, District Descriptions; Use and Dimensional Regulations, Sec. 17-291 --ID Innovista design; Division 9, Supplementary District Regulations, Sec. 17-325 --ID Innovista design district, (b) Supplemental district regulations

Council District: 2

Proposal: Rezone a portion of 1100 Wayne Street from Mixed-Use Urban District (MX-2), -Design/Development Area (-DD), -Innovista Design District (-ID) and -Design and Preservation Area (-DP) to Mixed-Use Urban District (MX-2), -Innovista Design District (-ID) and -Design and Preservation Area (-DP); Amend Innovista Design District Guidelines to reflect proposed changes to the boundaries and height requirements in the buffer areas; Amend the City of Columbia's Official Zoning Map to extend the boundaries of the -ID zoning district and remove the -DD zoning district from the same area; Amend City of Columbia's Code of Ordinances §17-291 (-ID Innovista design) and §17-325 (-ID Innovista design district) to reflect proposed changes to the Innovista Design District Guidelines and the Official Zoning Map.

Applicant: Krista Hampton, City of Columbia Planning and Development

Staff Recommendation: Approval

PC Recommendation: 04/09/2018; Approval (5-1)

41. ZONING MAP AMENDMENT - 42.31 acres N/S Padgett Road, TMS# 22012-01-01

Council District: 4



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Proposal: Request to rezone the parcel from PUD-R to RS-3

Applicant: John Stephenson, Manchester Investment Group, LLC

Staff Recommendation: Approval

PC Recommendation: 04/09/2018; Approval (6-0)

42. ZONING MAP AMENDMENT - 1400 Huger Street, TMS# 09009-11-04

Council District: 2

Proposal: Request to rezone the parcel from C-1, -DD to M-1, -DD

Applicant: Brad Wolfe, 908 Group Holdings, LLC

Staff Recommendation: Denial

PC Recommendation: 02/05/2018; Approval (7-2)

RESOLUTIONS

43. Resolution No.: R-2018-040 - Amending Resolution R-2015-049 Amending Resolution R-2014-045 Amending R-2014-024 Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit Incentive to Real Property within the Corporate Limits of the City of Columbia to remove the sunset of the tax credit and amend the criteria for consideration of inclusion in a Multi-County Industrial Park
44. Resolution No.: R-2018-042 - Authorizing the City Manager to execute a Fourth Amendment to Lease Agreement between the City of Columbia and Hamilton Capitol Center, LLC for lease of approximately 2,524 square feet in the Capitol Center, known as Suite 250, 1201 Main Street
45. Resolution No.: R-2018-046 - Authorizing the City Manager to execute a 911 Communications Center Consolidation Agreement Extension between the City of Columbia and Richland County

ORDINANCES FIRST READING



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46. Ordinance No.: 2018-022 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Reign, 1087 and 1115 Shop Road – TMS # R11210-01-13 and R11210-01-01)

CITY COUNCIL DISCUSSION

47. Sec. 17-269 Drinking establishments **Addition**

ORDINANCES SECOND READING

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

First reading approval was given on April 17, 2018.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

49. Council is asked to refer the proposed Demolition Delay Ordinance to the Arts and Historic Preservation Committee for further review.

APPEARANCE OF THE PUBLIC



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Finance

FROM: *Jan Alonso, Finance Director*

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

REQUISITION NO.: Ms. Jan Alonso, Finance Director

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** March Council Report(PDF)

City of Columbia
General Fund Summary - Revenue and Expenditures - Current to Prior Year Variance
March 31, 2018

	ACTUAL PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	ACTUAL PRIOR YEAR THRU MAR 2017	ACTUAL CURRENT YEAR THRU MAR 2018	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
REVENUE						
1 GENERAL PROPERTY TAX	52,188,321	55,702,136	40,638,368	44,224,287	3,585,919	79.4%
2 LICENSES AND PERMITS	39,714,255	40,749,189	7,023,998	7,771,639	747,641	19.1%
3 FROM OTHER AGENCIES	14,822,853	15,953,090	12,216,702	13,333,647	1,116,945	83.6%
4 CURRENT SERVICE CHARGES	12,761,111	13,196,006	9,454,148	9,428,992	(25,156)	71.5%
5 FINES & FORFEITURES	813,469	918,000	925,359	628,153	(297,206)	68.4%
6 SPECIAL EVENTS	95,126	80,300	93,231	127,612	34,381	158.9%
7 MISCELLANEOUS REVENUE	162,733	120,000	73,022	105,284	32,262	87.7%
8 INTEREST ON INVESTMENT	(39,356)	150,000	78,675	39,602	(39,073)	26.4%
9 RENTS & SALE OF PROPERTY	2,859,635	397,000	2,783,271	288,983	(2,494,288)	72.8%
10 TOTAL REVENUE	123,378,147	127,265,721	73,286,774	75,948,199	2,661,425	59.7%
TRANSFERS IN						
12 FROM CAPITAL LEASE PROCEEDS	5,569,307	0	2,467,628	4,064,786		0.0%
13 FROM ACCOMMODATIONS TAX	25,000	25,000	25,000	25,000	0	100.0%
14 FROM HOSPITALITY TAX	3,000,000	3,700,000	2,250,000	2,775,000	525,000	75.0%
15 FROM GO BOND PROCEEDS	3,745,756	4,000,000	2,285,756	298,946	(1,986,810)	7.5%
16 FROM WATER & SEWER OPERATING	2,270,000	4,189,680	1,702,500	3,142,260	1,439,760	75.0%
17 FROM PARKING FUND	500,000	500,000	375,000	375,000	0	75.0%
18 FROM OTHER FUNDS	1,974,357	1,016,197	1,743,936	674,049	(1,069,887)	66.3%
19 UN-APPROPRIATED SURPLUS	0	3,676,289	0	0		0.0%
20 TOTAL TRANSFERS IN	17,084,420	17,107,166	10,849,821	11,355,041	505,220	66.4%
22 TOTAL GEN FUND REV & TRF	140,462,567	144,372,887	84,136,595	87,303,240	3,166,645	60.5%
EXPENDITURES - DEPARTMENTS						
25 LEGISLATIVE - MAYOR & CITY COUNCIL	743,811	831,242	538,207	540,579	2,372	65.0%
26 ADMINISTRATION - CITY MANAGER	562,175	645,827	382,737	391,471	8,734	60.6%
27 ADMINISTRATION - GOV'T AFFAIRS	458,134	440,827	333,820	343,573	9,753	77.9%
28 ADMINISTRATION - ACM OPERATIONS	428,650	413,828	299,339	256,029	(43,310)	61.9%
29 ADMINISTRATION - ACM-CFO	234,699	206,845	150,965	139,503	(11,462)	67.4%
30 ADMINISTRATION - SR. ASSISTANT CM	487,332	354,393	311,501	227,541	(83,960)	64.2%
31 HUMAN RESOURCES	948,648	1,113,100	669,825	731,764	61,939	65.7%
32 BUDGET & PROG MGMT OFFICE	296,953	392,228	210,129	256,744	46,615	65.5%
33 PUBLIC RELATIONS	620,135	726,085	409,917	490,164	80,247	67.5%
34 COUNCIL SUPPORT SERVICES	451,673	554,972	336,996	391,929	54,933	70.6%
35 LEGAL	1,733,240	2,147,350	1,182,047	1,301,723	119,676	60.6%
36 MUNICIPAL COURT	2,582,859	2,925,712	1,856,057	1,889,920	33,863	64.6%
37 FINANCE	1,804,440	2,200,819	1,294,274	1,342,234	47,960	61.0%
38 OFFICE OF BUSINESS OPPORTUNITIES	846,078	991,632	584,310	508,199	(76,111)	51.2%
39 COMMUNITY DEVELOPMENT	266,226	371,607	192,569	241,844	49,275	65.1%
40 DEVELOPMENT SERVICES	3,378,125	3,938,906	2,311,855	2,336,499	24,644	59.3%
41 POLICE	40,278,801	42,381,699	28,670,878	30,287,096	1,616,218	71.5%
42 EMERGENCY OPERATIONS	94	543,876	97	165,161	165,064	30.4%
43 911 EMERGENCY COMMUNICATIONS	2,826,776	3,188,965	2,100,865	2,271,826	170,961	71.2%
44 FIRE	22,045,335	23,494,060	16,249,130	16,387,072	137,942	69.7%
45 PARKS & RECREATION	12,143,274	12,858,985	8,588,902	8,607,083	18,181	66.9%
46 PUBLIC WORKS	19,179,512	19,578,689	13,237,326	11,840,769	(1,396,557)	60.5%
47 GENERAL SVCS/SUPPORT SERVICES	1,693,302	2,218,422	1,127,264	1,010,609	(116,655)	45.6%
48 INFORMATION TECHNOLOGY	3,652,873	4,098,644	2,749,045	2,827,079	78,034	69.0%
49 TOTAL DEPARTMENT	117,663,145	126,618,713	83,788,055	84,786,411	998,356	67.0%
EXPEND. - NON-DEPT. & MISC.						
51 COMMUNITY PROMOTION - AGENCIES	730,001	210,000	356,284	83,473	(272,811)	39.7%
52 SOLICITOR & DETENTION	750,272	915,817	500,289	447,554	(52,735)	48.9%
53 HOMELESS SERVICES	972,725	1,058,199	613,668	595,484	(18,184)	56.3%
54 ECONOMIC DEVELOPMENT - RESERVE	66,300	0	66,300	0	(66,300)	0.0%
55 NON-DEPARTMENTAL & MISC.	28,461	40,000	13,041	12,708	(333)	31.8%
56 OFFICE SPACE LEASE	543,279	542,000	312,464	446,564	134,100	82.4%
57 2017 HOSP BOND	1,402,255	0	0	0	0	0.0%
58 CAPITAL LEASE PAYMENT	2,072,146	2,687,635	1,500,237	1,869,929	369,692	69.6%
59 OTHER SERVICES AND CHARGES	4,580	0	3,102	695	(2,407)	0.0%
60 TOTAL NON-DEPARTMENTAL	6,570,019	5,453,651	3,365,385	3,456,407	91,022	63.4%
61 TOTAL EXPENDITURES	124,233,164	132,072,364	87,153,440	88,242,818	1,089,378	66.8%
TRANSFERS OUT						
63 TO OTHER FUNDS					0	
64 DEVELOPMENT CORPORATIONS	1,477,553	1,571,679	1,108,166	1,195,635	87,469	76.1%
65 TO INTERNAL SERVICE FUNDS	7,385,123	4,854,694	1,749,048	2,389,207	640,159	49.2%
66 TO SPECIAL REVENUES	88,931	0	0	80,276	80,276	0.0%
67 TO DEBT SERVICE	5,508,714	5,814,151	4,131,536	4,360,613	229,077	75.0%
68 TO GRANTS	102,474	0	43,976	97,776	53,800	0.0%
69 TO CAPITAL IMPROVEMENTS	2,038,466	60,000	1,933,740	115,733	(1,818,007)	0.0%
70 TO STORM WATER	0	0	0	0	0	0.0%
71 TO CAPITAL REPLACEMENTS	0	0	0	0	0	0.0%
72 TOTAL TRANSFERS OUT	16,601,261	12,300,524	8,966,466	8,239,241	(727,225)	67.0%
74 TOTAL GEN FUND EXPEND & TRF	140,834,425	144,372,888	96,119,906	96,482,059	362,153	66.8%
76 TOTAL SURPLUS (DEFICIT)	(371,858)	(1)	(11,983,311)	(9,178,819)		

City of Columbia
General Fund Summary - Revenue and Expenditures - Actual to Budget Variance
March 31, 2018

	BUDGET PRIOR YEAR FY 2015/16	BUDGET CURRENT YEAR FY 2017/18	BUDGET CURRENT YEAR THRU MAR 2018	ACTUAL CURRENT YEAR THRU MAR 2018	ACTUAL TO BUDGET VARIANCE THRU MAR 2018	% ANNUAL BUDGET
REVENUE						
GENERAL PROPERTY TAX	53,241,097	55,702,136	41,776,602	44,224,287	2,447,685	79.4%
LICENSES AND PERMITS	39,654,866	40,749,189	30,561,892	7,771,639	(22,790,253)	19.1%
FROM OTHER AGENCIES	15,037,877	15,953,090	11,964,818	13,333,647	1,368,830	83.6%
CURRENT SERVICE CHARGES	12,359,628	13,196,006	9,897,005	9,428,992	(468,013)	71.5%
FINES & FORFEITURES	1,102,000	918,000	688,500	628,153	(60,347)	68.4%
SPECIAL EVENTS	83,900	80,300	60,225	127,612	67,387	158.9%
MISCELLANEOUS REVENUE	36,000	120,000	90,000	105,284	15,284	87.7%
INTEREST ON INVESTMENT	100,000	150,000	112,500	39,602	(72,898)	26.4%
RENTS & SALE OF PROPERTY	390,000	397,000	297,750	288,983	(8,767)	72.8%
TOTAL REVENUE	122,005,368	127,265,721	95,449,291	75,948,199	(19,501,092)	59.7%
TRANSFERS IN						
FROM CAPITAL LEASE PROCEEDS	0	0	0	4,064,786	4,064,786	0.0%
FROM ACCOMMODATIONS TAX	25,000	25,000	18,750	25,000	6,250	100.0%
FROM HOSPITALITY TAX	3,000,000	3,700,000	2,775,000	2,775,000	0	75.0%
FROM GO BOND PROCEEDS	8,000,000	4,000,000	3,000,000	298,946	(2,701,054)	7.5%
FROM WATER & SEWER OPERATING	2,270,000	4,189,680	3,142,260	3,142,260	0	75.0%
FROM PARKING FUND	500,000	500,000	375,000	375,000	(0)	75.0%
FROM OTHER FUNDS	0	1,016,197	762,148	674,049	(88,098)	66.3%
UN-APPROPRIATED SURPLUS	4,059,251	3,676,289	2,757,217	0	(2,757,217)	0.0%
TOTAL TRANSFERS IN	17,854,251	17,107,166	12,830,374	11,355,041	(1,475,333)	66.4%
TOTAL GEN FUND REV & TRF	139,859,619	144,372,887	108,279,665	87,303,240	(20,976,425)	60.5%
EXPENDITURES - DEPARTMENTS						
LEGISLATIVE - MAYOR & CITY COUNCIL	773,217	831,242	623,432	540,579	(82,853)	65.0%
ADMINISTRATION - CITY MANAGER	523,013	645,827	484,370	391,471	(92,899)	60.6%
ADMINISTRATION - GOV'T AFFAIRS	459,026	440,827	330,620	343,573	12,953	77.9%
ADMINISTRATION - ACM OPERATION	434,318	413,828	310,371	256,029	(54,342)	61.9%
ADMINISTRATION - ACM-CFO	222,065	206,845	155,134	139,503	(15,631)	67.4%
ADMINISTRATION - SR. ASSISTANT CI	487,245	354,393	265,795	227,541	(38,254)	64.2%
HUMAN RESOURCES	1,067,334	1,113,100	834,825	731,764	(103,061)	65.7%
BUDGET & PROG MGMT OFFICE	381,081	392,228	294,171	256,744	(37,427)	65.5%
PUBLIC RELATIONS	598,259	726,085	544,564	490,164	(54,400)	67.5%
COUNCIL SUPPORT SERVICES	448,544	554,972	416,229	391,929	(24,300)	70.6%
LEGAL	1,975,142	2,147,350	1,610,513	1,301,723	(308,790)	60.6%
MUNICIPAL COURT	2,809,503	2,925,712	2,194,284	1,889,920	(304,364)	64.6%
FINANCE	2,025,261	2,200,819	1,650,614	1,342,234	(308,380)	61.0%
OFFICE OF BUSINESS OPPORTUNITIES	919,591	991,632	743,724	508,199	(235,525)	51.2%
COMMUNITY DEVELOPMENT	307,728	371,607	278,705	241,844	(36,861)	65.1%
DEVELOPMENT SERVICES	3,643,023	3,938,906	2,954,180	2,336,499	(617,681)	59.3%
POLICE	41,249,665	42,381,699	31,786,274	30,287,096	(1,499,178)	71.5%
EMERGENCY OPERATIONS	0	543,876	407,907	165,161	(242,746)	30.4%
911 EMERGENCY COMMUNICATIONS	3,062,828	3,188,965	2,391,724	2,271,826	(119,898)	71.2%
FIRE	23,282,193	23,494,060	17,620,545	16,387,072	(1,233,473)	69.7%
PARKS & RECREATION	12,407,082	12,858,985	9,644,239	8,607,083	(1,037,156)	66.9%
PUBLIC WORKS	20,684,975	19,578,689	14,684,017	11,840,769	(2,843,248)	60.5%
GENERAL SRVCS/SUPPORT SERVICES	1,916,610	2,218,422	1,663,817	1,010,609	(653,208)	45.6%
INFORMATION TECHNOLOGY	4,048,347	4,098,644	3,073,983	2,827,079	(246,904)	69.0%
TOTAL DEPARTMENT	123,726,050	126,618,713	94,964,035	84,786,411	(10,177,624)	67.0%
EXPEND. - NON-DEPT. & MISC.						
COMMUNITY PROMOTION - AGENCY	850,000	210,000	157,500	83,473	(74,027)	39.7%
SOLICITOR'S OFFICE	815,817	915,817	686,863	447,554	(239,309)	48.9%
HOMELESS SERVICES	1,112,332	1,058,199	793,649	595,484	(198,165)	56.3%
ECONOMIC DEVELOPMENT RESERVE	28,800	0	0	0	0	0.0%
NON-DEPARTMENTAL & MISC.	40,000	40,000	30,000	12,708	(17,292)	31.8%
OFFICE SPACE LEASE	525,025	542,000	406,500	446,564	40,064	82.4%
2017 HOSP BOND	0	0	0	0	0	0.0%
CAPITAL LEASE PAYMENT	2,123,932	2,687,635	2,015,725	1,869,929	(145,796)	69.6%
OTHER SERVICES AND CHARGES	0	0	0	695	695	0.0%
TOTAL NON-DEPARTMENTAL	5,495,906	5,453,651	4,090,237	3,456,407	(633,830)	63.4%
TOTAL EXPENDITURES	129,221,956	132,072,364	99,054,272	88,242,818	(10,811,454)	66.8%
TRANSFERS OUT						
TO OTHER FUNDS						
DEVELOPMENT CORPORATIONS	1,477,553	1,571,679	1,178,759	1,195,635	16,876	76.1%
TO INTERNAL SERVICE FUNDS	3,154,860	4,854,694	3,641,020	2,389,207	(1,251,813)	49.2%
TO SPECIAL REVENUES	0	0	0	80,276	80,276	0.0%
TO DEBT SERVICE	5,508,714	5,814,151	4,360,613	4,360,613	(0)	75.0%
TO GRANTS	0	0	0	97,776	97,776	0.0%
TO CAPITAL IMPROVEMENTS	496,535	60,000	45,000	115,733	70,733	0.0%
TO STORM WATER	0	0	0	0	0	0.0%
TO CAPITAL REPLACEMENTS	0	0	0	0	0	0.0%
TOTAL TRANSFERS OUT	10,637,662	12,300,524	9,225,393	8,239,241	(986,152)	67.0%
TOTAL GEN FUND EXPEND & TRF	139,859,618	144,372,888	108,279,665	96,482,059	(11,797,606)	66.8%
TOTAL SURPLUS (DEFICIT)	1	(1)	0	(9,178,819)		

City of Columbia
Hospitality Fund Summary - Revenue and Expenditures -Current to Prior Year Variance
As of 3/31/2018

UNAUDITED

	ACTUAL PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	ACTUAL PRIOR YEAR THRU MARCH 2017	ACTUAL CURRENT YEAR THRU MARCH 2018	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
REVENUE						
1 TAXES	11,556,951	11,411,250	8,466,170	8,356,005	(110,165)	73.2%
2 LICENSE AND PERMITS	0	0	(10)	0	10	0.0%
2 INTEREST	8,653	0	6,117	6,355	238	0.0%
3 UNAPPROPRIATED SURPLUS	0	866,295	0	0	0	0.0%
4 TOTAL HOSP FUND REVENUE	11,565,604	12,277,545	8,472,277	8,362,360	(109,917)	68.1%
EXPEND. - NON-DEPT & MISC.						
7 CITY COUNCIL LINE ITEM AG.	2,696,257	2,716,257	1,983,819	1,991,246	7,427	73.3%
8 HOSPITALITY TAX	2,664,392	3,092,782	1,589,087	1,860,282	271,195	60.1%
9 SUPPLIES	0	75,000	0	0	0	0.0%
10 TOTAL NON-DEPARTMENTAL	5,360,649	5,884,039	3,572,906	3,851,528	278,622	65.5%
11 TOTAL EXPENDITURES	5,360,649	5,884,039	3,572,906	3,851,528	(278,622)	65.5%
TRANSFERS OUT						
13 TO GENERAL FUND	3,000,000	3,700,000	2,250,000	2,775,000	525,000	75.0%
14 TO DEBT SERVICE	2,600,643	2,593,506	1,950,482	1,945,130	(5,352)	75.0%
20 TO CAPITAL PROJECT FUND	0	100,000	0	0	0	
15 TOTAL TRANSFERS OUT	5,600,643	6,393,506	4,200,482	4,720,130	519,648	73.8%
17 TOTAL HOSP FUND EXP & TRF	10,961,292	12,277,545	7,773,388	8,571,658	(798,270)	69.8%
18						
19						
20 TOTAL SURPLUS (DEFICIT)	604,312	-	698,889	(209,298)		

City of Columbia
 Hospitality Fund Summary - Revenue and Expenditures - Actual to Budget Variance
 As of 3/31/2018

UNAUDITED

		BUDGET PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	BUDGET CURRENT YEAR THRU MARCH 2018	ACTUAL CURRENT YEAR THRU MARCH 2018	ACTUAL TO BUDGET VARIANCE THRU MARCH 2018	% ANNUAL BUDGET
	REVENUE						
1	TAXES	10,795,200	11,411,250	8,558,459	8,356,005	(202,454)	73.2%
2	INTEREST				0		
3	INTEREST	0	0	0	6,355	6,355	0.0%
4	UNAPPROPRIATED SURPLUS	405,918	866,295	649,723	0	(649,723)	0.0%
5	TOTAL HOSP FUND REVENUE	11,201,118	12,277,545	9,208,182	8,362,360	(845,822)	68.1%
6							
7	EXPEND. - NON-DEPT & MISC.						
8	CITY COUNCIL LINE ITEM AG.	2,696,257	2,716,257	2,037,197	1,991,246	(45,951)	73.3%
9	HOSPITALITY TAX	2,904,218	3,092,782	2,319,587	1,860,282	(459,305)	60.1%
10	SUPPLIES	0	75,000	56,250	0	(56,250)	0.0%
11	TOTAL NON-DEPARTMENTAL	5,600,475	5,884,039	4,413,034	3,851,528	(561,506)	65.5%
12	TOTAL EXPENDITURES	5,600,475	5,884,039	4,413,034	3,851,528	561,506	65.5%
13	TRANSFERS OUT						
14	TO GENERAL FUND	3,000,000	3,700,000	2,775,000	2,775,000	0	75.0%
15	TO DEBT SERVICE	2,600,643	2,593,506	1,945,130	1,945,130	1	75.0%
15	TO HOSP BOND PROJECT	0	100,000	75,011	0		
16	TOTAL TRANSFERS OUT	5,600,643	6,393,506	4,795,141	4,720,130	1	73.8%
17							
18	TOTAL HOSP FUND EXP & TRF	11,201,118	12,277,545	9,208,175	8,571,658	636,517	69.8%
19							
20							
21	TOTAL SURPLUS (DEFICIT)	-	-	8.00	(209,298)		

City of Columbia
 Parking Summary - Revenue and Expenditures - Current to Prior Year Variance
 As of 3/31/18

UNAUDITED

	ACTUAL PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	ACTUAL PRIOR YEAR THRU MARCH 201	ACTUAL CURRENT YEAR THRU MARCH 201	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
REVENUE						
1 CURRENT SERVICE CHARGES	6,128,153	5,438,376	4,398,798	5,038,983	640,185	92.7%
2 FINES & FORFEITURES	1,997,601	1,900,000	1,519,794	1,164,673	(355,121)	61.3%
3 MISCELLANEOUS REVENUE	1,800	120,000	1,800	479	(1,321)	0.4%
4 INTEREST ON INVESTMENT	65,672	0	96,752	88,245	(8,507)	0.0%
5 RENTS & SALE OF PROPERTY	116,568	108,675	86,166	87,199	1,033	80.2%
6 UNAPPROPRIATED SURPLUS	0	441,180	0	0	0	0.0%
7 TOTAL REVENUE	8,309,794	8,008,231	6,103,310	6,379,579	276,269	79.7%
TRANSFERS IN						
10 FROM CORE CAMPUS REIMBURSEMENT	0	0	0	0	0	0.0%
11 FROM SCANA REBATE	0	0	0	0	0	0.0%
12 TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
14 TOTAL PARKING REV & TRF	8,309,794	8,008,231	6,103,310	6,379,579	276,269	79.7%
EXPENDITURES - DEPARTMENTS						
17 FINANCE	128,803	137,895	93,315	79,284	(14,031)	57.5%
18 PUBLIC WORKS	82,004	101,424	53,631	57,498	3,867	56.7%
19 PARKING OPERATIONS	1,344,858	2,379,217	968,937	1,609,263	640,326	67.6%
20 PARKING FACILITIES	1,601,897	1,679,662	1,139,811	1,000,298	(139,513)	59.6%
21 PARKING ADMINISTRATION	529,296	0	398,313	66,489	(331,824)	0.0%
22 TOTAL DEPARTMENT	3,686,858	4,298,198	2,654,007	2,812,832	158,825	65.4%
EXPEND. - NON-DEPART & MISC.						
25 DEBT SERVICE	1,704,650	2,808,033	1,287,245	1,249,416	(37,829)	44.5%
26 DEPRECIATION	1,648,286	0	0	0	0	0.0%
27 TUITION REIMBURSEMENT	0	5,000	0	0	0	0.0%
28 EMPLOYEE PAY RAISES	0	0	0	0	0	0.0%
29 RESERVE	0	10,000	0	0	0	0.0%
30 NON DEPARTMENTAL ADMINISTRATIVE	112,309	0	0	0	0	0.0%
31 NON DEPARTMENTAL BAD DEBT	(9,572)	0	0	0	0	0.0%
32 TOTAL NON-DEPARTMENTAL	3,455,673	2,823,033	1,287,245	1,249,416	(37,829)	44.3%
33 TOTAL EXPENDITURES	7,142,531	7,121,231	3,941,252	4,062,248	120,996	57.0%
TRANSFERS OUT						
36 TO GENERAL FUND	500,000	500,000	375,000	375,000	0	75.0%
37 TO PARKING PROJECTS	0	0	0	0	0	0.0%
38 TO RISK MANAGEMENT	120,000	180,000	90,000	135,000	45,000	75.0%
39 TO CENTRAL STORES	0	37,000	0	27,750	27,750	75.0%
40 TO GENERAL ADMIN INFO TECH	150,000	150,000	112,500	112,500	0	75.0%
41 TO HEALTH INSURANCE	66,206	0	0	0	0	0.0%
42 TO WORKER'S COMP	20,318	0	0	0	0	0.0%
43 TO PURCHASING	11,844	20,000	9,231	15,170	5,939	75.9%
44 TO CAPITAL REPLACEMENT	0	0	0	0	0	0.0%
45 TO TORT	57,417	0	0	0	0	0.0%
46 TOTAL TRANSFERS OUT	925,785	887,000	586,731	665,420	78,689	75.02%
48 TOTAL PARKING EXP & TRF	8,068,316	8,008,231	4,527,983	4,727,668	199,685	59.0%
50 TOTAL SURPLUS (DEFICIT)	241,478	0	1,575,327	1,651,911		

City of Columbia
 Parking Summary - Revenue and Expenditures - Actual to Budget Variance
 As of 3/31/18

UNAUDITED

	BUDGET PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	BUDGET CURRENT YEAR THRU MARCH 2018	ACTUAL CURRENT YEAR THRU MARCH 2018	ACTUAL TO BUDGET VARIANCE THRU MARCH 2018	% ANNUAL BUDGET
REVENUE						
1 CURRENT SERVICE CHARGES	5,263,150	5,438,376	4,078,791	5,038,983	960,192	92.7%
2 FINES & FORFEITURES	2,000,000	1,900,000	1,425,004	1,164,673	(260,331)	61.3%
3 MISCELLANEOUS REVENUE	0	120,000	0	479	479	0.4%
4 INTEREST ON INVESTMENT	60,000	0	90,000	88,245	(1,755)	0.0%
5 RENTS & SALE OF PROPERTY	108,675	108,675	81,506	87,199	5,693	80.2%
6 UNAPPROPRIATED SURPLUS	816,683	441,180	330,886	0	(330,886)	0.0%
7 TOTAL REVENUE	8,248,508	8,008,231	6,006,187	6,379,579	373,392	79.7%
TRANSFERS IN						
10 FROM CORE CAMPUS REIMBURSEMENT	0	0	0	0	0	0.0%
11 FROM SCANA REBATE	0	0	0	0	0	0.0%
12 TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
14 TOTAL PARKING REV & TRF	8,248,508	8,008,231	6,006,187	6,379,579	373,392	79.7%
EXPENDITURES - DEPARTMENTS						
17 FINANCE	131,963	137,895	103,422	79,284	(24,138)	57.5%
18 PUBLIC WORKS	97,991	101,424	76,072	57,498	(18,574)	56.7%
19 PARKING OPERATIONS	1,466,755	2,379,217	1,784,417	1,609,263	(175,154)	67.6%
20 PARKING FACILITIES	1,551,611	1,679,662	1,259,751	1,000,298	(259,453)	59.6%
21 PARKING ADMINISTRATION	688,140	0	0	66,489	66,489	0.0%
22 TOTAL DEPARTMENT	3,936,460	4,298,198	3,223,662	2,812,832	(410,830)	65.4%
EXPEND. - NON-DEPART & MISC.						
25 DEBT SERVICE	2,813,548	2,808,033	2,106,030	1,249,416	(856,614)	44.5%
26 DEPRECIATION	0	0	0	0	0	0.0%
27 TUITION REIMBURSEMENT	5,000	5,000	3,750	0	(3,750)	0.0%
28 EMPLOYEE PAY RAISES	0	0	0	0	0	0.0%
29 RESERVE	10,000	10,000	7,500	0	(7,500)	0.0%
30 NON DEPARTMENTAL ADMINISTRATIVE	0	0	0	0	0	0.0%
31 NON DEPARTMENTAL BAD DEBT	0	0	0	0	0	0.0%
32 TOTAL NON-DEPARTMENTAL	2,828,548	2,823,033	2,117,280	1,249,416	(867,864)	44.3%
33 TOTAL EXPENDITURES	6,765,008	7,121,231	5,340,942	4,062,248	(1,278,694)	57.0%
TRANSFERS OUT						
36 TO GENERAL FUND	500,000	500,000	374,995	375,000	5	75.0%
37 TO PARKING PROJECTS	693,500	0	0	0	0	0.0%
38 TO RISK MANAGEMENT	120,000	180,000	135,000	135,000	0	75.0%
39 TO CENTRAL STORES	0	37,000	27,750	27,750	0	75.0%
40 TO GENERAL ADMIN INFO TECH	150,000	150,000	112,500	112,500	0	75.0%
41 TO HEALTH INSURANCE	0	0	0	0	0	0.0%
42 TO WORKER'S COMP	0	0	0	0	0	0.0%
43 TO PURCHASING	20,000	20,000	15,000	15,170	170	75.9%
44 TO CAPITAL REPLACEMENT	0	0	0	0	0	0.0%
45 TO TORT	0	0	0	0	0	0.0%
46 TOTAL TRANSFERS OUT	1,483,500	887,000	665,245	665,420	175	75.0%
48 TOTAL PARKING EXP & TRF	8,248,508	8,008,231	6,006,187	4,727,668	(1,278,519)	59.0%
50 TOTAL SURPLUS (DEFICIT)	0	0	0	1,651,911		

City of Columbia
Water/Sewer Summary - Revenue & Expenditures - Current to Prior Year Variance
As of 03/31/2018

UNAUDITED

	ACTUAL PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	ACTUAL PRIOR YEAR THRU MAR 2017	ACTUAL CURRENT YEAR THRU MAR 2018	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
REVENUE						
1 INTERGOVERNMENTAL REVENUES	260,407	0	260,407	0	(260,407)	0.0%
2 CHARGES FOR SERVICES	137,709,800	150,741,688	103,845,800	103,466,368	(379,432)	68.6%
3 FINES & FORFEITURES	656,011	510,166	519,672	510,918	(8,754)	100.1%
4 MISCELLANEOUS REVENUE	13,961	27,716	5,634	3,882	(1,752)	14.0%
5 INTEREST REVENUES	1,054,117	1,445,709	1,513,001	1,745,748	232,747	120.8%
6 RENTS & SALE OF PROPERTY	178,416	160,721	148,456	67,242	(81,214)	41.8%
7 CONTRIBUTIONS	9,909,405	0	0	0	0	0.0%
8 UNAPPROPRIATED SURPLUS	0	181,850	0	0	0	0.0%
9 TOTAL REVENUE	149,782,117	153,067,850	106,292,970	105,794,158	(498,812)	69.1%
TRANSFERS IN						
11 FROM OTHER FUNDS	0	0	0	0	0	0.0%
12 TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
14 TOTAL WATER/SEWER REV & TRF	149,782,117	153,067,850	106,292,970	105,794,158	(498,812)	69.1%
EXPENDITURES - DEPARTMENTS						
17 CENTRAL ADMINISTRATION	2,426,444	4,298,026	1,598,690	2,802,054	1,203,364	65.2%
18 FINANCE	1,766,367	2,053,794	1,230,737	1,204,693	(26,044)	58.7%
19 ECONOMIC & COMM DEV	974,399	1,205,356	829,745	783,430	(46,315)	65.0%
20 POLICE	735,750	895,817	533,480	564,649	31,169	63.0%
21 FIRE	462,114	629,870	344,120	389,734	45,614	61.9%
22 PUBLIC WORKS	876,422	1,288,795	690,699	614,543	(76,156)	47.7%
23 GENERAL SRVCS/SUPPORT SERVICES	1,636,920	2,307,929	1,102,636	1,275,065	172,429	55.2%
24 INFORMATION TECHNOLOGY	520,894	627,746	322,266	306,952	(15,314)	48.9%
25 ENGINEERING:ADMINISTRATION	1,492,092	2,004,250	1,084,320	1,231,057	146,737	61.4%
26 ENGINEERING:GENERAL SERVICES	1,976,991	5,673,103	990,324	2,361,001	1,370,677	41.6%
27 WATER CUSTOMER SERVICE	3,300,450	2,622,889	2,391,015	1,811,089	(579,926)	69.0%
28 WATER DISTRIBUTION & MAINTENANCE	9,215,913	12,438,161	7,142,202	7,025,246	(116,956)	56.5%
29 WASTEWATER MAINTENANCE	9,071,813	13,140,644	6,110,393	6,030,734	(79,659)	45.9%
30 COLUMBIA CANAL WTP	6,169,284	8,066,591	4,104,990	4,512,587	407,597	55.9%
31 LAKE MURRAY WTP	6,303,431	8,485,511	4,242,572	4,232,202	(10,370)	49.9%
32 METRO WWTP	14,264,090	20,262,188	9,570,577	8,988,504	(582,073)	44.4%
33 WATER SYSTEMS IMPROVEMENTS	2,607,590	2,421,133	1,426,443	1,508,199	81,756	62.3%
34 WASTEWATER SYSTEMS IMPROVEMENTS	1,326,912	1,977,727	967,976	1,061,206	93,230	53.7%
35 REAL ESTATE WATER	245,852	398,051	168,512	192,836	24,324	48.4%
36 REAL ESTATE WASTE	223,533	361,536	159,426	184,971	25,545	51.2%
37 WATER/SEWER IMPROVEMENTS	9,850,807	0	1,917,367	2,926,385	1,009,018	0.0%
38 TOTAL DEPARTMENT	75,448,068	91,159,117	46,928,490	50,007,137	3,078,647	54.9%
EXPENDITURES - NON-DEPARTMENTAL & MISC.						
40 DEBT SERVICE	13,429,718	32,085,999	11,979,394	15,740,373	3,760,979	49.1%
41 DEPRECIATION	37,303,595	0	0	0	0	0.0%
42 TUITION REIMBURSEMENT	5,000	35,000	3,750	750	(3,000)	2.1%
43 TECHNOLOGY CONTINGENCY	55,902	57,634	15,134	17,203	2,069	29.8%
44 EMPLOYEE TRAINING	50,000	50,000	25,000	25,000	0	50.0%
45 ECONOMIC DEVELOPMENT SPECIAL PROJECTS	53,500	78,500	53,500	53,500	0	68.2%
46 RESERVE	0	1,107,320	0	0	0	0.0%
47 ADMINISTRATIVE	1,492,960	0	0	0	0	0.0%
48 NON-DEPARTMENTAL BAD DEBT	1,363,546	268,900	978	798	(180)	0.3%
49 TOTAL NON-DEPARTMENTAL	53,754,221	33,683,353	12,077,756	15,837,624	3,759,868	47.0%
51 TOTAL EXPENDITURES	129,202,289	124,842,470	59,006,246	65,844,761	6,838,515	52.7%
TRANSFERS OUT						
54 TO GENERAL FUND	2,270,000	4,189,680	1,702,500	3,142,260	1,439,760	75.0%
55 TO FEMA GRANT	0	10,000,000	0	0	0	0.0%
56 TO WATER/SEWER IMPROVEMENTS	0	11,930,700	0	0	0	0.0%
57 TO RISK MANAGEMENT	500,000	630,000	375,000	472,500	97,500	75.0%
58 TO GENERAL TORT	594,094	250,000	0	187,500	187,500	75.0%
59 TO HEALTH INSURANCE	923,687	0	0	0	0	0.0%
60 TO SEWER TORT	191,495	0	0	0	0	0.0%
61 TO AUTO TORT	15,476	0	0	0	0	0.0%
62 TO WORKER'S COMP	283,466	0	0	0	0	0.0%
63 TO CENTRAL STORES	0	250,000	0	187,500	187,500	75.0%
64 TO GEN ADM INFO TECH	475,000	475,000	356,250	356,250	0	75.0%
65 TO PURCHASING	816,302	500,000	503,698	584,525	80,827	116.9%
66 TOTAL TRANSFERS OUT	6,069,520	28,225,380	2,937,448	4,930,535	1,993,087	17.5%
68 TOTAL WATER/SEWER EXP & TRF	135,271,809	153,067,850	61,943,694	70,775,296	8,831,602	46.2%
71 TOTAL SURPLUS (DEFICIT)	14,510,308	0	44,349,276	35,018,862		

City of Columbia
 Water/Sewer Summary - Revenue & Expenditures - Actual to Budget Variance
 As of 03/31/2018

As of 03/31/2018		UNAUDITED					
		BUDGET PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	BUDGET CURRENT YEAR THRU MAR 2018	ACTUAL CURRENT YEAR THRU MAR 2018	ACTUAL TO BUDGET VARIANCE THRU MAR 2018	% ANNUAL BUDGET
REVENUE							
1	INTERGOVERNMENTAL REVENUES	0	0	0	0	0	0.0%
2	CHARGES FOR SERVICES	141,805,000	150,741,688	113,056,266	103,466,368	(9,589,898)	68.6%
3	FINES & FORFEITURES	300,000	510,166	382,625	510,918	128,294	100.1%
4	MISCELLANEOUS REVENUE	10,000	27,716	20,787	3,882	(16,905)	14.0%
5	INTEREST REVENUES	950,000	1,445,709	1,084,282	1,745,748	661,466	120.8%
6	RENTS & SALE OF PROPERTY	150,000	160,721	120,541	67,242	(53,299)	41.8%
7	CONTRIBUTIONS	0	0	0	0	0	0.0%
8	UNAPPROPRIATED SURPLUS	223,215	181,850	136,388	0	(136,388)	0.0%
9	TOTAL REVENUE	143,438,215	153,067,850	114,800,888	105,794,158	(9,006,730)	69.1%
TRANSFERS IN							
11	FROM OTHER FUNDS	0	0	0	0	0	0.0%
12	TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
TOTAL WATER/SEWER REV & TRF							
		143,438,215	153,067,850	114,800,888	105,794,158	(9,006,730)	69.1%
EXPENDITURES - DEPARTMENTS							
17	CENTRAL ADMINISTRATION	2,584,236	4,298,026	3,223,520	2,802,054	(421,466)	65.2%
18	FINANCE	4,111,219	2,053,794	1,540,346	1,204,693	(335,653)	58.7%
19	ECONOMIC & COMM DEV	1,175,484	1,205,356	904,017	783,430	(120,587)	65.0%
20	POLICE	629,778	895,817	671,863	564,649	(107,214)	63.0%
21	FIRE	490,207	629,870	472,403	389,734	(82,669)	61.9%
22	PUBLIC WORKS	1,338,058	1,288,795	966,596	614,543	(352,053)	47.7%
23	GENERAL SRVCS/SUPPORT SERVICES	1,788,764	2,307,929	1,730,947	1,275,065	(455,882)	55.2%
24	INFORMATION TECHNOLOGY	620,540	627,746	470,810	306,952	(163,858)	48.9%
25	ENGINEERING:ADMINISTRATION	1,567,106	2,004,250	1,503,188	1,231,057	(272,131)	61.4%
26	ENGINEERING:GENERAL SERVICES	3,146,247	5,673,103	4,254,827	2,361,001	(1,893,826)	41.6%
27	WATER CUSTOMER SERVICE	3,438,551	2,622,889	1,967,167	1,811,089	(156,078)	69.0%
28	WATER DISTRIBUTION & MAINTENANCE	11,330,917	12,438,161	9,328,621	7,025,246	(2,303,375)	56.5%
29	WASTEWATER MAINTENANCE	13,111,874	13,140,644	9,855,483	6,030,734	(3,824,749)	45.9%
30	COLUMBIA CANAL WTP	7,280,606	8,066,591	6,049,943	4,512,587	(1,537,356)	55.9%
31	LAKE MURRAY WTP	7,108,716	8,485,511	6,364,133	4,232,202	(2,131,931)	49.9%
32	METRO WWTP	19,201,107	20,262,188	15,196,641	8,988,504	(6,208,137)	44.4%
33	WATER SYSTEMS IMPROVEMENTS	2,967,248	2,421,133	1,815,850	1,508,199	(307,651)	62.3%
34	WASTEWATER SYSTEMS IMPROVEMENTS	1,504,850	1,977,727	1,483,295	1,061,206	(422,089)	53.7%
35	REAL ESTATE WATER	262,625	398,051	298,538	192,836	(105,702)	48.4%
36	REAL ESTATE WASTE	229,574	361,536	271,152	184,971	(86,181)	51.2%
37	WATER/SEWER IMPROVEMENTS	0	0	0	2,926,385	2,926,385	0.0%
38	TOTAL DEPARTMENT	83,887,707	91,159,117	68,369,338	50,007,137	(18,362,201)	54.9%
EXPENDITURES - NON-DEPARTMENTAL & MISC.							
40	DEBT SERVICE	31,030,000	32,085,999	24,064,499	15,740,373	(8,324,126)	49.1%
41	DEPRECIATION	0	0	0	0	0	0.0%
42	TUITION REIMBURSEMENT	35,000	35,000	26,250	750	(25,500)	2.1%
43	TECHNOLOGY CONTINGENCY	503,039	57,634	43,226	17,203	(26,023)	29.8%
44	EMPLOYEE TRAINING	50,000	50,000	37,500	25,000	(12,500)	50.0%
45	ECONOMIC DEVELOPMENT SPECIAL PROJECTS	78,500	78,500	58,875	53,500	(5,375)	68.2%
46	RESERVE	3,217,000	1,107,320	830,490	0	(830,490)	0.0%
47	ADMINISTRATIVE	0	0	0	0	0	0.0%
48	NON-DEPARTMENTAL BAD DEBT	300,000	268,900	201,675	798	(200,877)	0.3%
49	TOTAL NON-DEPARTMENTAL	35,213,539	33,683,353	25,262,515	15,837,624	(9,424,891)	47.0%
TOTAL EXPENDITURES							
		119,101,246	124,842,470	93,631,853	65,844,761	(27,787,092)	52.7%
TRANSFERS OUT							
54	TO GENERAL FUND	0	4,189,680	3,142,260	3,142,260	0	75.0%
55	TO FEMA GRANT	10,000,000	10,000,000	7,500,000	0	(7,500,000)	0.0%
56	TO WATER/SEWER IMPROVEMENTS	13,231,969	11,930,700	8,948,025	0	(8,948,025)	0.0%
57	TO RISK MANAGEMENT	500,000	630,000	472,500	472,500	0	75.0%
58	TO GENERAL TORT	0	250,000	187,500	187,500	0	75.0%
59	TO HEALTH INSURANCE	0	0	0	0	0	0.0%
60	TO SEWER TORT	0	0	0	0	0	0.0%
61	TO AUTO TORT	0	0	0	0	0	0.0%
62	TO WORKER'S COMP	0	0	0	0	0	0.0%
63	TO CENTRAL STORES	130,000	250,000	187,500	187,500	0	75.0%
64	TO GEN ADM INFO TECH	475,000	475,000	356,250	356,250	0	75.0%
65	TO PURCHASING	0	500,000	375,000	584,525	209,525	116.9%
66	TOTAL TRANSFERS OUT	24,336,969	28,225,380	21,169,035	4,930,535	(16,238,500)	17.5%
TOTAL WATER/SEWER EXP & TRF							
		143,438,215	153,067,850	114,800,888	70,775,296	(44,025,592)	46.2%
TOTAL SURPLUS (DEFICIT)							
		0	0	0	35,018,862		

City of Columbia

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

As of 03/31/2018

UNAUDITED

	ACTUAL PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	ACTUAL PRIOR YEAR THRU MAR 2017	ACTUAL CURRENT YEAR THRU MAR 2018	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
<u>REVENUE</u>						
1 CHARGES FOR SERVICES	7,413,636	12,583,300	5,569,655	9,470,741	3,901,086	75.3%
2 INTEREST REVENUES	73,652	46,800	124,125	162,469	38,344	347.2%
3 RENTS & SALE OF PROPERTY	18,920	0	14,247	12,404	(1,843)	0.0%
4 TOTAL REVENUE	7,506,208	12,630,100	5,708,027	9,645,614	3,937,587	76.4%
<u>TRANSFERS IN</u>						
6 TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
8 TOTAL STORMWATER REV & TRF	7,506,208	12,630,100	5,708,027	9,645,614	3,937,587	76.4%
<u>EXPENDITURES - DEPARTMENTS</u>						
11 STREETS:STORM DRAIN MAINTENANCE	1,528,320	2,447,852	1,162,729	1,071,614	(91,115)	43.8%
12 SOLID WASTE STREET SWEEPING	858,798	1,483,739	627,074	676,903	49,829	45.6%
13 STORM WATER:OPERATIONS	41	0	41	0	(41)	0.0%
14 STORM WATER:ENGINEERING	2,716,153	2,416,333	1,108,500	1,020,193	(88,307)	42.2%
15 REAL ESTATE STORM WATER	89,402	148,883	64,051	74,477	10,426	50.0%
16 STORM DRAIN MAINTENANCE	0	0	0	69,300	69,300	0.0%
17 PROPERTY ACQUISITION	18,427	0	13,268	3,673	(9,595)	0.0%
18 TOTAL DEPARTMENT	5,211,141	6,496,807	2,975,663	2,916,160	(59,503)	44.9%
<u>EXPENDITURES - NON-DEPARTMENTAL & MISC.</u>						
20 DEPRECIATION	1,175,554	0	0	0	0	0.0%
21 EMPLOYEE PAY RAISES	0	84,793	0	0	0	0.0%
22 RESERVE	0	3,294,700	0	0	0	0.0%
23 ADMINISTRATIVE	114,369	1,793,800	0	0	0	0.0%
24 BAD DEBT EXPENSE	453	0	0	0	0	0.0%
25 TOTAL NON-DEPARTMENTAL	1,290,376	5,173,293	0	0	0	0.0%
27 TOTAL EXPENDITURES	6,501,517	11,670,100	2,975,663	2,916,160	(59,503)	25.0%
<u>TRANSFERS OUT</u>						
30 TO GENERAL FUND	0	560,000		420,000		
31 TO CAPITAL PROJECTS FUND	50,000	0	0	0	0	0.0%
32 TO STORM WATER IMPROVEMENTS	0	400,000	0	0	0	0.0%
33 TO USDA GRANT	226,557	0	226,557	0	(226,557)	0.0%
34 TO GENERAL TORT	47,210	0	0	0	0	0.0%
35 TO HEALTH INSURANCE	73,401	0	0	0	0	0.0%
36 TO SEWER TORT	15,217	0	0	0	0	0.0%
37 TO AUTO TORT	1,230	0	0	0	0	0.0%
38 TO WORKER'S COMP	22,526	0	0	0	0	0.0%
39 TOTAL TRANSFERS OUT	436,141	960,000	226,557	420,000	(226,557)	43.8%
41 TOTAL STORMWATER EXP & TRF	6,937,658	12,630,100	3,202,220	3,336,160	(286,060)	26.4%
44 TOTAL SURPLUS (DEFICIT)	568,550	0	2,505,807	6,309,454		

City of Columbia
Stormwater Summary - Revenue & Expenditures - Actual to Budget Variance
As of 03/31/2018

As of 03/31/2018		UNAUDITED					
		BUDGET PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	BUDGET CURRENT YEAR THRU MAR 2018	ACTUAL CURRENT YEAR THRU MAR 2018	ACTUAL TO BUDGET VARIANCE THRU MAR 2018	% ANNUAL BUDGET
<u>REVENUE</u>							
1	CHARGES FOR SERVICES	7,135,000	12,583,300	9,437,475	9,470,741	33,266	75.3%
2	INTEREST REVENUES	100,000	46,800	35,100	162,469	127,369	347.2%
3	RENTS & SALE OF PROPERTY	0	0	0	12,404	12,404	0.0%
4	TOTAL REVENUE	7,235,000	12,630,100	9,472,575	9,645,614	173,039	76.4%
<u>TRANSFERS IN</u>							
6	TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
8	TOTAL STORMWATER REV & TRF	7,235,000	12,630,100	9,472,575	9,645,614	173,039	76.4%
<u>EXPENDITURES - DEPARTMENTS</u>							
11	STREETS:STORM DRAIN MAINTENANCE	2,111,158	2,447,852	1,835,889	1,071,614	(764,275)	43.8%
12	SOLID WASTE STREET SWEEPING	1,236,811	1,483,739	1,112,804	676,903	(435,901)	45.6%
13	STORM WATER:OPERATIONS	0	0	0	0	0	0.0%
14	STORM WATER:ENGINEERING	2,261,223	2,416,333	1,812,250	1,020,193	(792,057)	42.2%
15	REAL ESTATE STORM WATER	90,799	148,883	111,662	74,477	(37,185)	50.0%
16	STORM DRAIN MAINTENANCE	0	0	0	69,300	69,300	0.0%
17	PROPERTY ACQUISITION	0	0	0	3,673	3,673	0.0%
18	TOTAL DEPARTMENT	5,699,991	6,496,807	4,872,605	2,916,160	(1,956,445)	44.9%
<u>EXPENDITURES - NON-DEPARTMENTAL & MISC.</u>							
20	DEPRECIATION	0	0	0	0	0	0.0%
21	EMPLOYEE PAY RAISES	0	84,793	63,595	0	(63,595)	0.0%
22	RESERVE	0	3,294,700	2,471,025	0	(2,471,025)	0.0%
23	ADMINISTRATIVE	0	1,793,800	1,345,350	0	(1,345,350)	0.0%
24	BAD DEBT EXPENSE	0	0	0	0	0	0.0%
25	TOTAL NON-DEPARTMENTAL	0	5,173,293	3,879,970	0	(3,879,970)	0.0%
27	TOTAL EXPENDITURES	5,699,991	11,670,100	8,752,575	2,916,160	(5,836,415)	25.0%
<u>TRANSFERS OUT</u>							
30	TO GENERAL FUND	0	560,000	420,000	420,000	0	75.0%
31	TO CAPITAL PROJECTS FUND	0	0	0	0	0	0.0%
32	TO STORM WATER IMPROVEMENTS	1,535,009	400,000	300,000	0	(300,000)	0.0%
33	TO USDA GRANT	0	0	0	0	0	0.0%
34	TO GENERAL TORT	0	0	0	0	0	0.0%
35	TO HEALTH INSURANCE	0	0	0	0	0	0.0%
36	TO SEWER TORT	0	0	0	0	0	0.0%
37	TO AUTO TORT	0	0	0	0	0	0.0%
38	TO WORKER'S COMP	0	0	0	0	0	0.0%
39	TOTAL TRANSFERS OUT	1,535,009	960,000	720,000	420,000	(300,000)	43.8%
41	TOTAL STORMWATER EXP & TRF	7,235,000	12,630,100	9,472,575	3,336,160	(6,136,415)	26.4%
44	TOTAL SURPLUS (DEFICIT)	0	0	0	6,309,454		



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Gervais Street Bridge Beautification Project - Mr. Presley V. Hogue, Columbia Tree and Appearance Commission

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Trestle Presentation (For The City) (PDF)

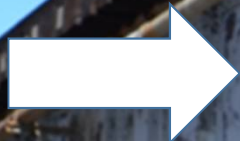


Our Gateway Between USC, Five Points, Main Street, and the Vista



30,000 Vehicles
Per Day

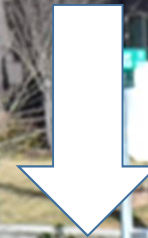
Lead Paint
Falling into
Stormwater



Dark Places
(Crime)



Dumping
Ground



Communities Positively Impacted by Bridge Beautification





University Hill Neighborhood

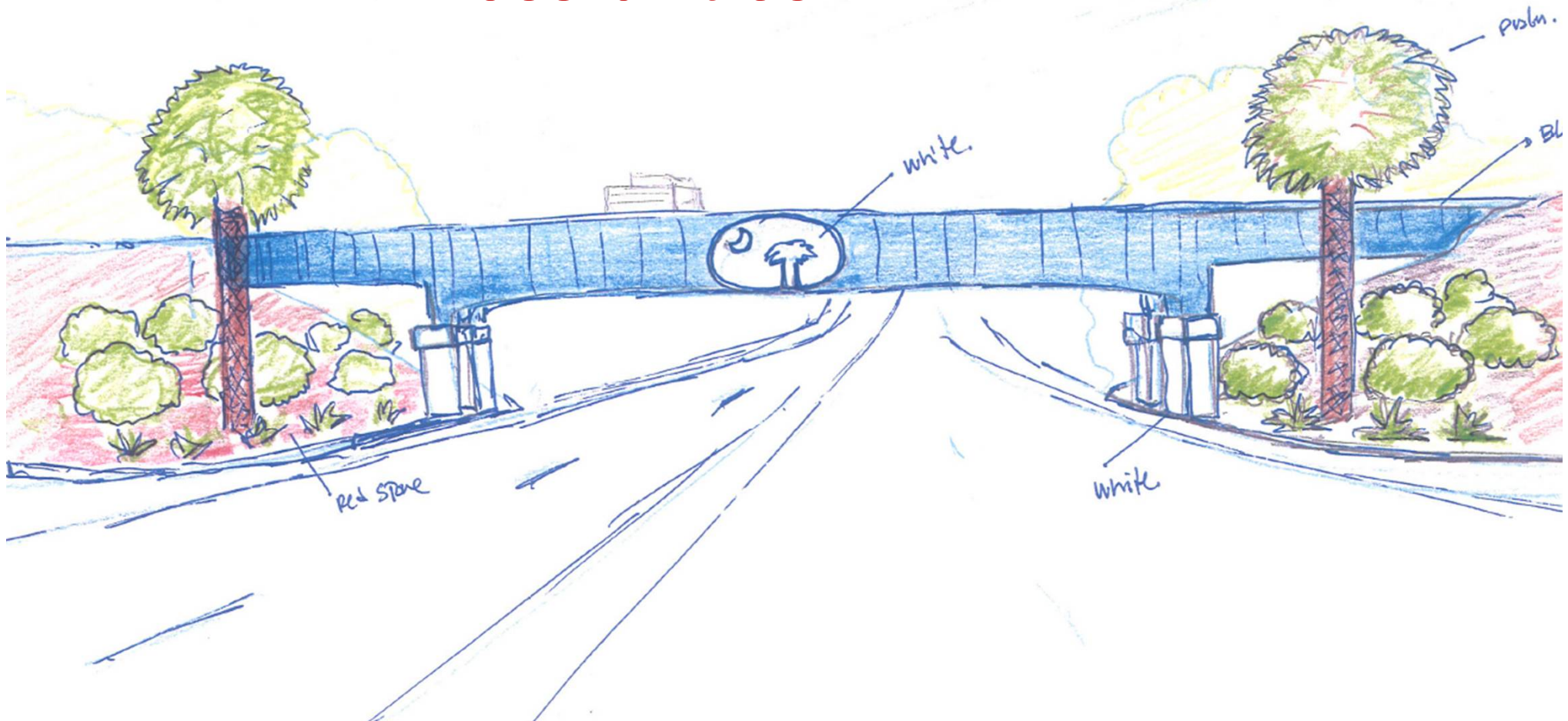


UNIVERSITY OF
SOUTH CAROLINA





Possibilities...















Why Now?

Unpainted for Years

Lead Paint peeling into Stormwater

Community Partners

City/County Discretionary Funds

\$300,000 Project Progress to date:

- \$30,000 from Richland Cty
- \$50,000 from Connected Comm.
- \$5,000 in private donations
- \$5,000 from The Station

www.beautifythebridge.com



Beautify the Bridge



beautifythebridge



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Engineering Department

FROM: *Dana Higgins, Director of Engineering*

SUBJECT: Columbia Water Update - Mr. Clint Shealy, Assistant City Manager for Columbia Water

REQUISITION NO.: N/A

FINANCIAL IMPACT:

ORIGINAL BUDGET: N/A

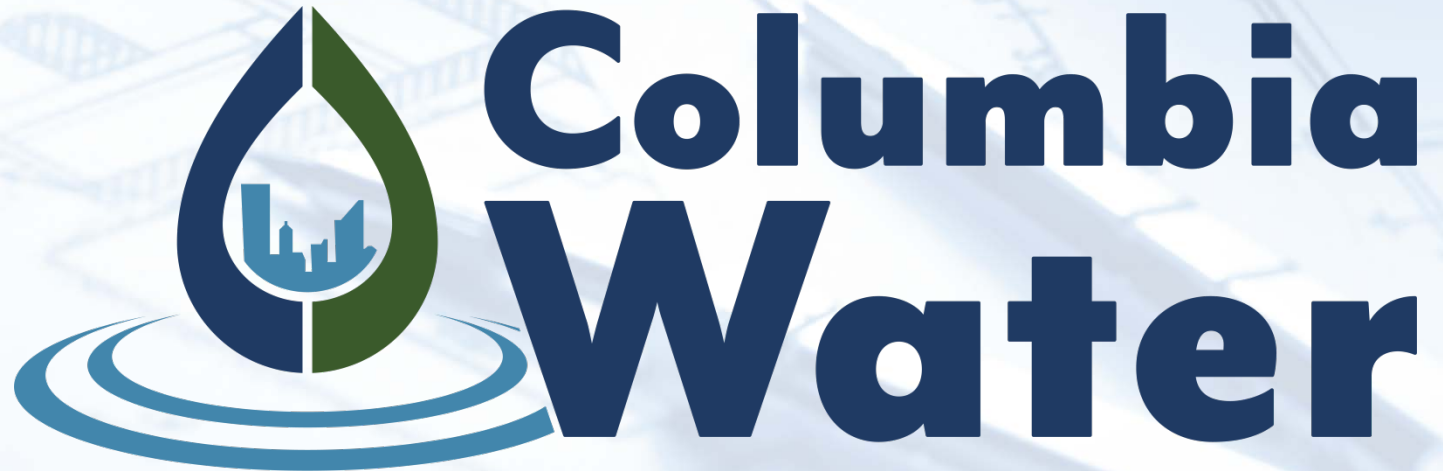
CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** 2018-05-15-CWCouncilUpdate-v6 (PDF)

Columbia Water Update

May 15, 2018



Drinking Water • Wastewater • Stormwater

Overview

- Update on Past Successes and Pending Initiatives for:
 - Customer Care
 - Utility Operations
 - Clean Water 2020
 - Water & Sewer Capital Investment
 - Stormwater

Customer Care Successes

- Service benchmarks newly established for:
 - Move-in / Move-out
 - Reconnect after non-pay disconnect
 - Meter Recheck
 - Meter Inspection & Test
- Customer Advocate Program
 - Improved Customer Dispute Resolution Process
- Continued Quarterly Drop-Ins

Customer Care Path Forward

- Path Forward
 - Mobile Application
 - Field Service Tablets
 - New Offices for Call Center & Field Services
 - Transition to New Phone System



Utility Operations

- Successes
 - Tablet Program for Wastewater Maintenance
 - LEED Gold Water & Sewer Admin Building
 - Knowledge On Tap Program & Quarterly Drop-Ins
 - Efficiency & Business Process Improvements
- Path Forward
 - Tablet Program for Water Distribution
 - Water Mapping Improvements
 - Asset Management Improvements
 - Continued Emphasis on Customer Service

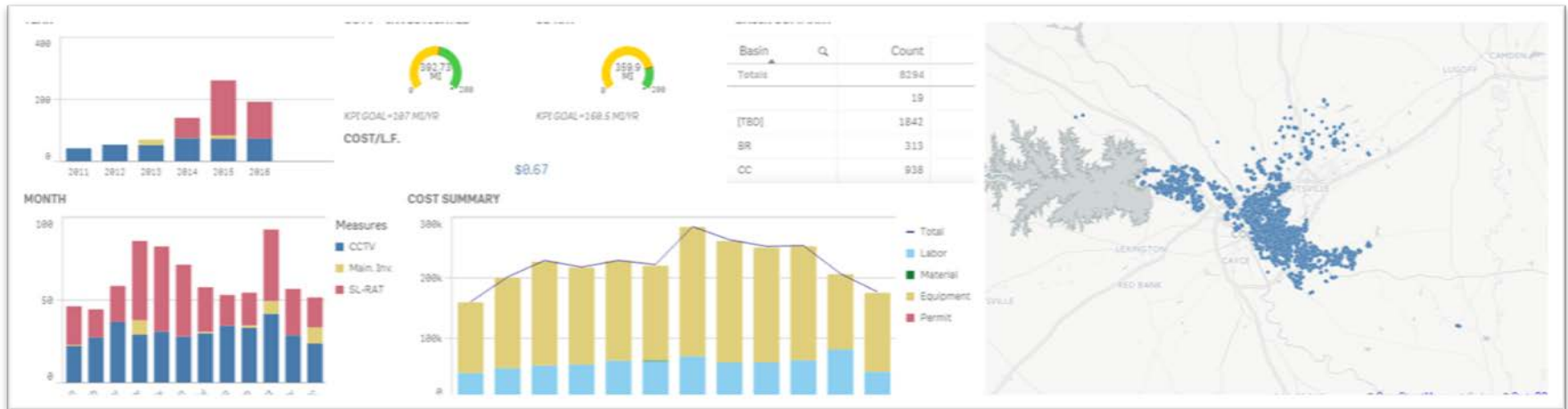
Clean Water 2020

• Successes

- Sewer Lateral Program
- Dashboards
- Major Pipeline Assessment Complete
- All Deliverable Deadlines Met

• Path Forward

- Staffing Levels for Transition
- Infrastructure Rehabilitation Report
- Corrosion Control Program

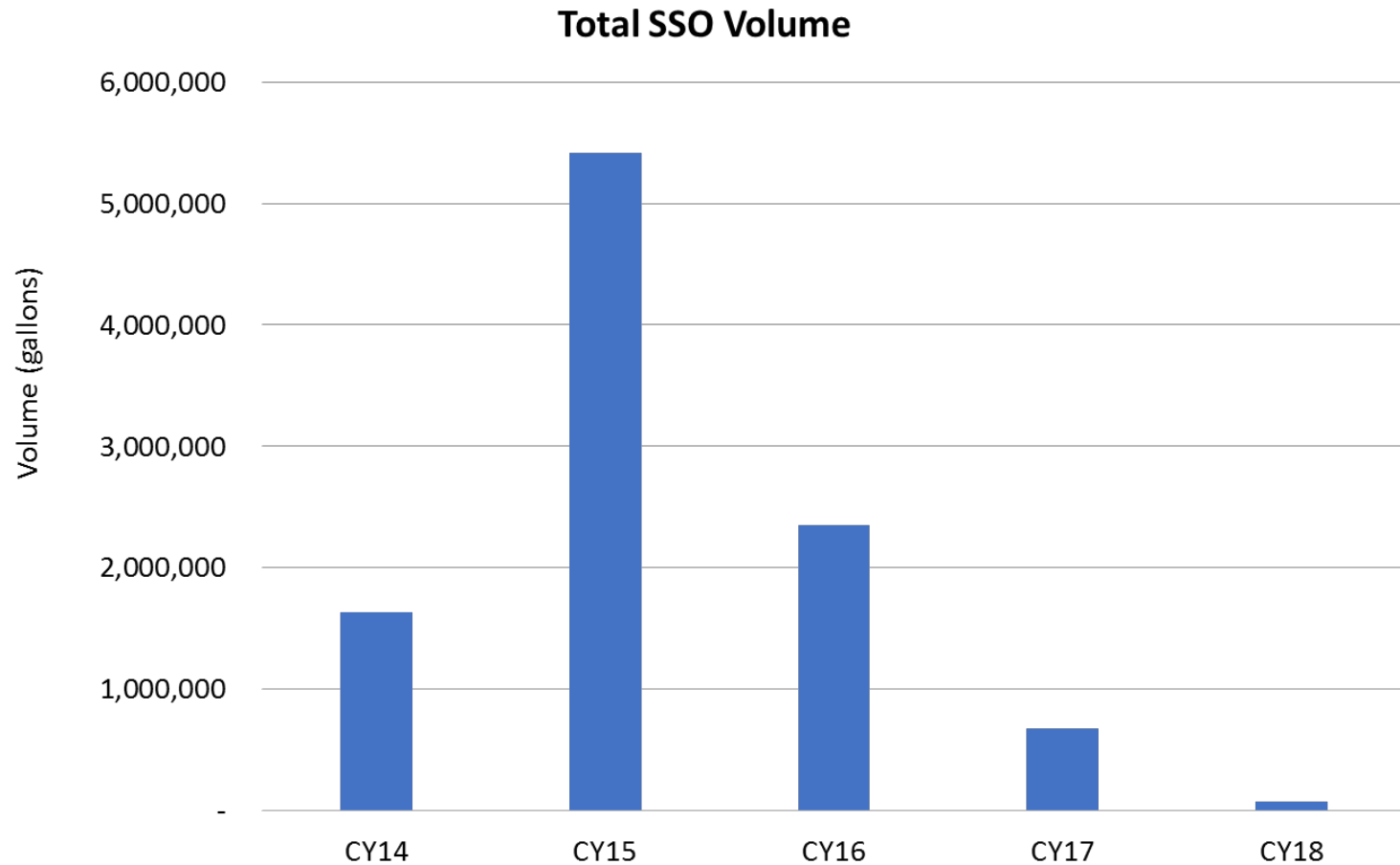


Water & Sewer CIP Successes

- Continued Sewer Rehabilitation
- Columbia Canal Clearwell & High Service Improvements
- Metro Digester Improvements
- Water Quality Improvement Design
 - Earlewood & Booker
 - Washington Heights
- Crane Creek Project
 - Significant Reduction in SSOs
 - Defer Storage Project



Volume of Sanitary Sewer Overflows



Water & Sewer CIP Path Forward

- Opportunities from Deferred Crane Creek Storage
 - North Pump Station Upgrade
 - Lower Crane Creek Pump Station Upgrade
 - Congaree River 54" Outfall Improvement
- Automated Metering Infrastructure (AMI)
- Water Quality Improvement
 - Construction of Earlewood & Booker Washington Heights
 - Design of Shandon and Rosewood improvements

CIP Map - Sewer

Investment Plan

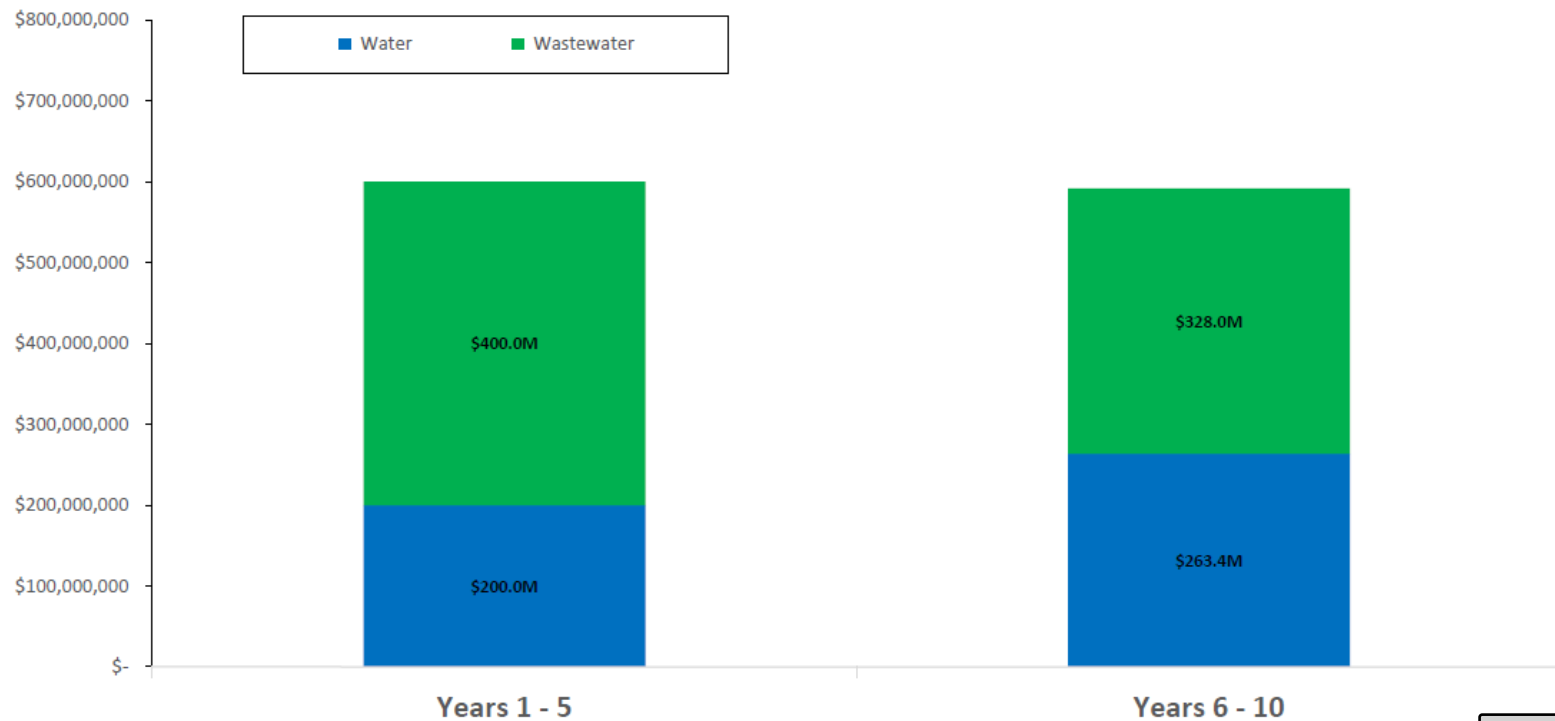
CIP Map - Water

Investment Plan

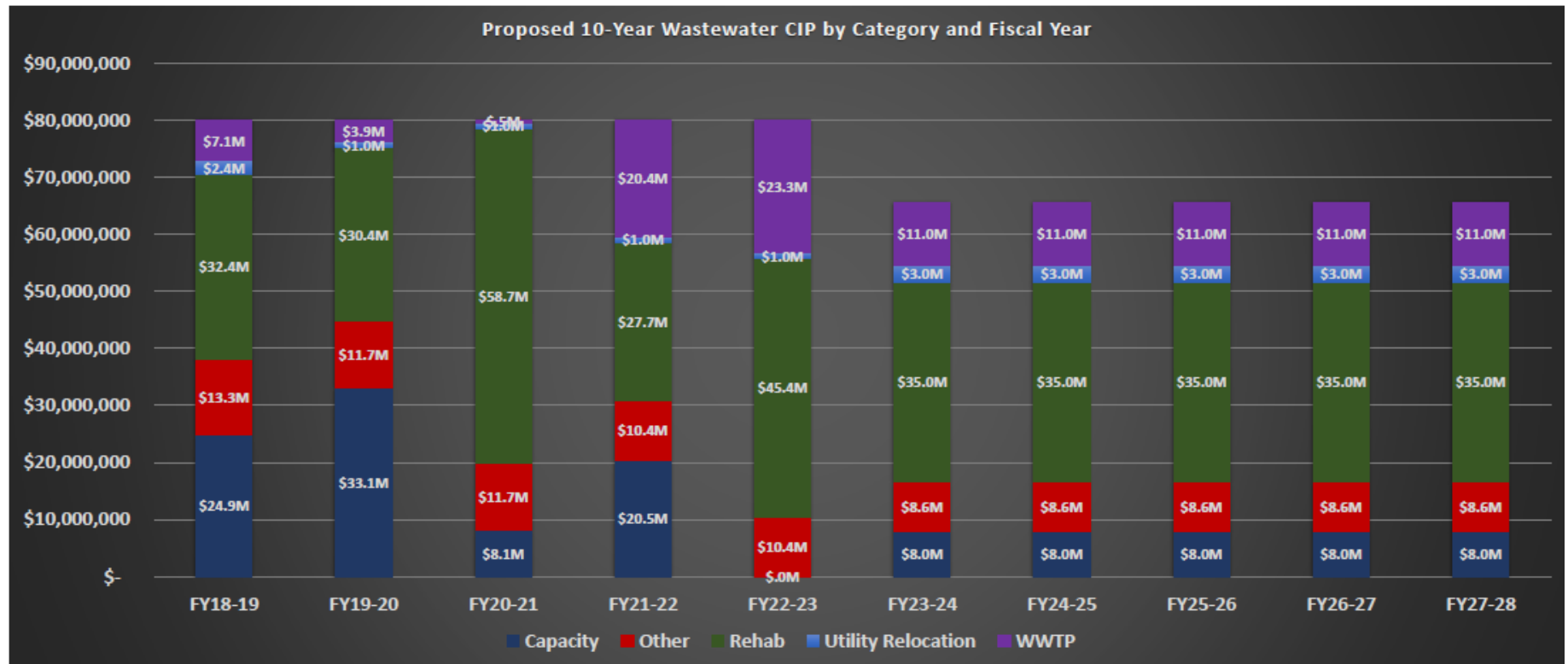
Continued Need to Invest

- Steady investment levels needed throughout planning period
- Reallocation of expenditures in years 6-10

Proposed Water and Wastewater Budgets for Fiscal Years 1 - 5 and Fiscal Years 6 - 10

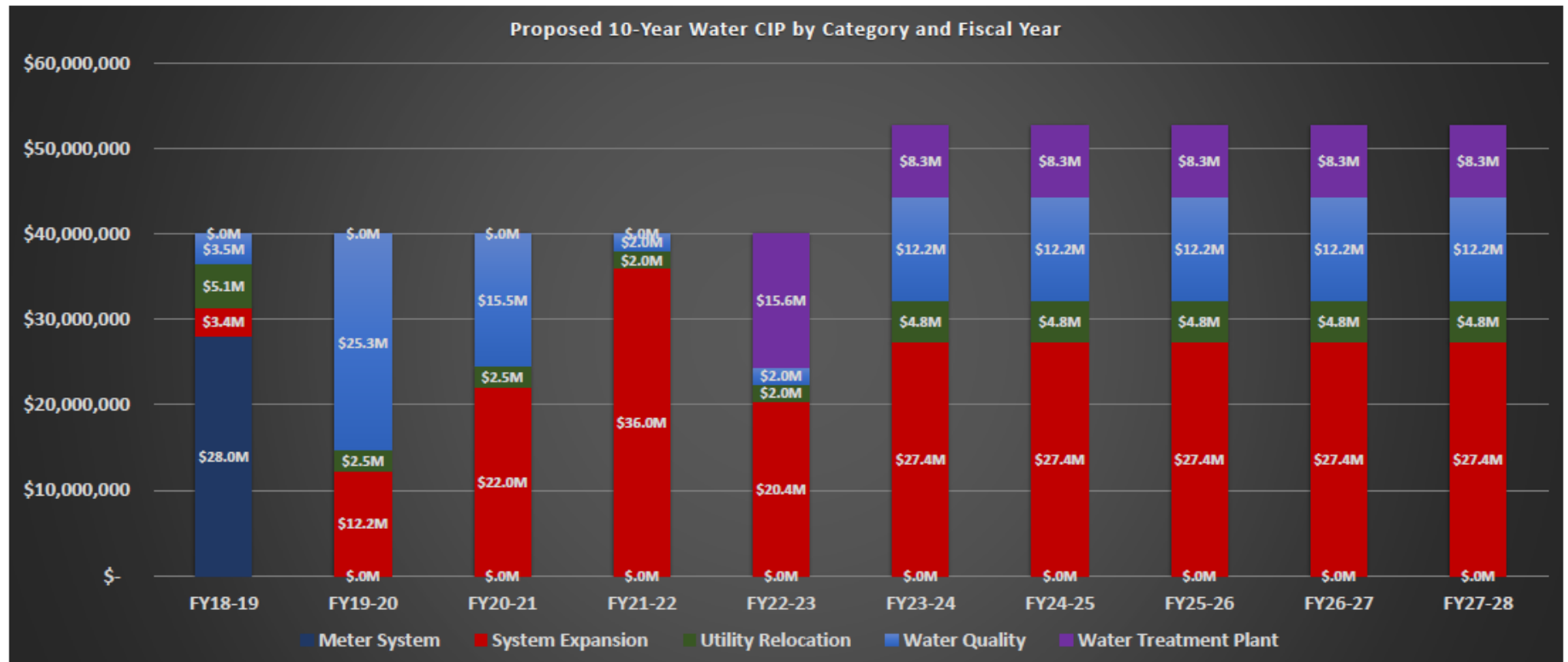


Continued Need to Invest



Category	FY18-19		FY19-20		FY20-21		FY21-22		FY22-23		FY23-24		FY24-25		FY25-26		FY26-27		FY27-28	
Capacity	\$	24,870,000	\$	33,080,000	\$	8,060,000	\$	20,500,000	\$	-	\$	8,000,000	\$	8,000,000	\$	8,000,000	\$	8,000,000	\$	8,000,000
Other	\$	13,250,000	\$	11,700,000	\$	11,700,000	\$	10,400,000	\$	10,400,000	\$	8,600,000	\$	8,600,000	\$	8,600,000	\$	8,600,000	\$	8,600,000
Rehab	\$	32,355,000	\$	30,370,000	\$	58,740,000	\$	27,675,000	\$	45,350,000	\$	35,000,000	\$	35,000,000	\$	35,000,000	\$	35,000,000	\$	35,000,000
Utility Relocation	\$	2,400,000	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	3,000,000	\$	3,000,000	\$	3,000,000	\$	3,000,000	\$	3,000,000
WWTP	\$	7,125,000	\$	3,850,000	\$	500,000	\$	20,425,000	\$	23,250,000	\$	11,000,000	\$	11,000,000	\$	11,000,000	\$	11,000,000	\$	11,000,000
Total	\$	80,000,000	\$	80,000,000	\$	80,000,000	\$	80,000,000	\$	80,000,000	\$	65,600,000	\$	65,600,000	\$	65,600,000	\$	65,600,000	\$	65,600,000

Continued Need to Invest



Category	FY18-19		FY19-20		FY20-21		FY21-22		FY22-23		FY23-24		FY24-25		FY25-26		FY26-27		FY27-28	
Meter System	\$	28,000,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
System Expansion	\$	3,400,000	\$	12,200,000	\$	22,000,000	\$	36,000,000	\$	20,400,000	\$	27,404,800	\$	27,404,800	\$	27,404,800	\$	27,404,800	\$	27,404,800
Utility Relocation	\$	5,100,000	\$	2,500,000	\$	2,500,000	\$	2,000,000	\$	2,000,000	\$	4,750,000	\$	4,750,000	\$	4,750,000	\$	4,750,000	\$	4,750,000
Water Quality	\$	3,500,000	\$	25,300,000	\$	15,500,000	\$	2,000,000	\$	2,000,000	\$	12,240,013	\$	12,240,013	\$	12,240,013	\$	12,240,013	\$	12,240,013
Water Treatment Plant	\$	-	\$	-	\$	-	\$	-	\$	15,600,000	\$	8,290,000	\$	8,290,000	\$	8,290,000	\$	8,290,000	\$	8,290,000
Total	\$	40,000,000	\$	40,000,000	\$	40,000,000	\$	40,000,000	\$	40,000,000	\$	52,684,813	\$	52,684,813	\$	52,684,813	\$	52,684,813	\$	52,684,813

Stormwater Success

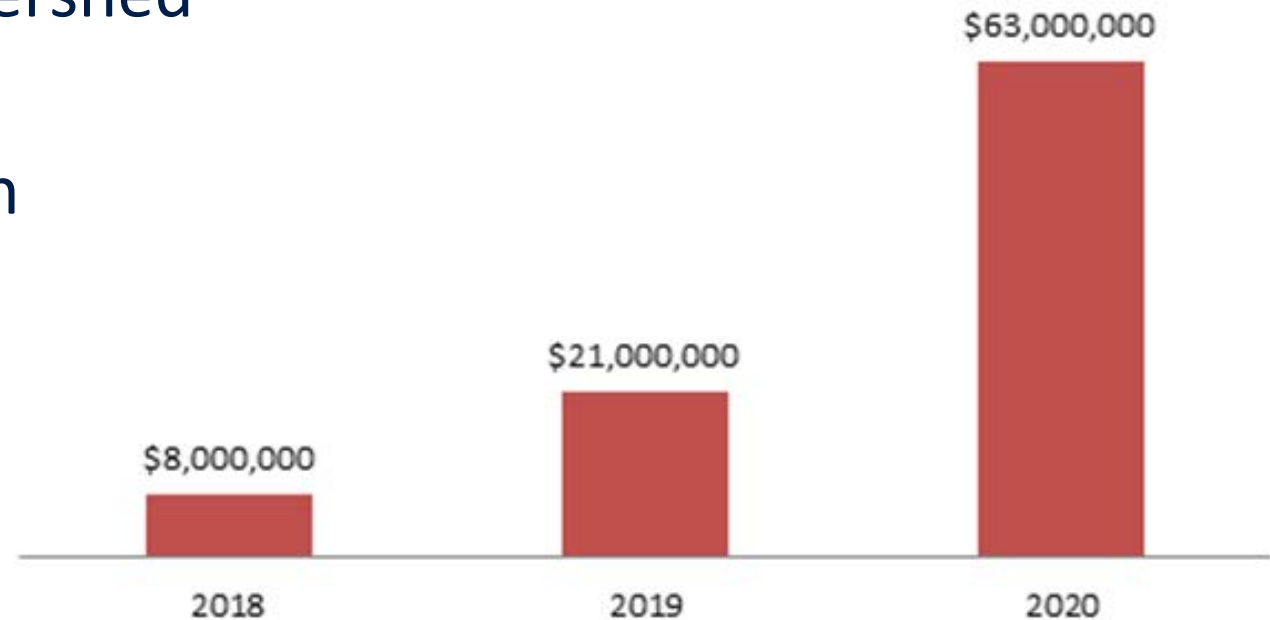
- Stormwater Program Manager
- Staffing Levels
- MLK Project
- Stormwater Design Services
- Wallace Street Project
- Harlem Heights Project



Stormwater Path Forward

- Tier 1 Projects Identified
- Green Infrastructure
- Evaluating Watershed Plans
- Investment Plan

Storm water CIP

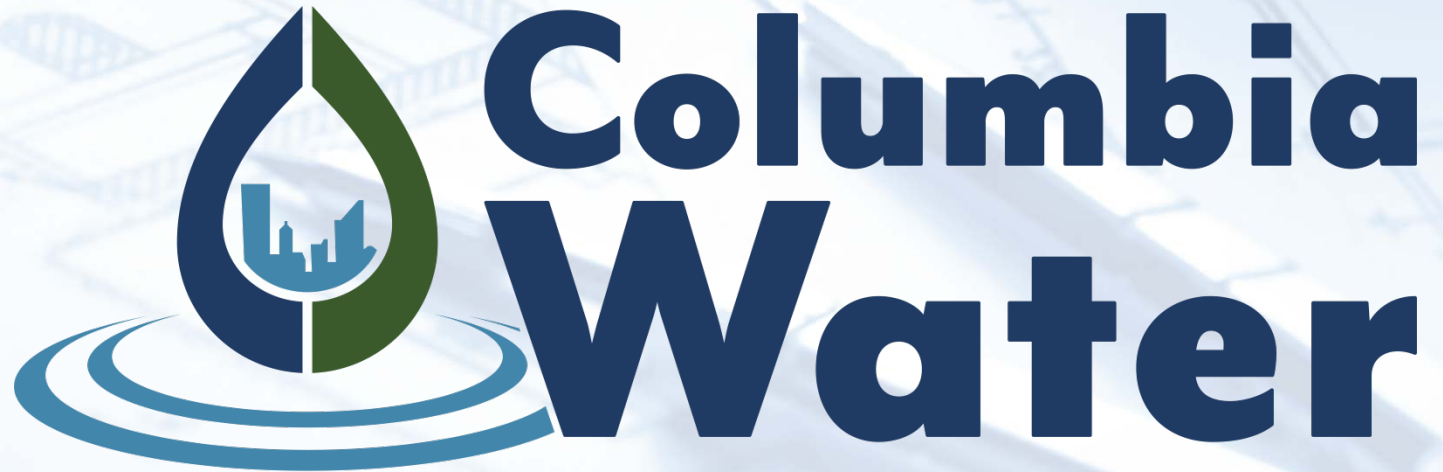


Award Winning Programs

- AIA – LEED Gold
- Knowledge On Tap
 - State Awards: IABC-SC, SCPRSA
 - International Award: Hermes Award
 - Presented at two statewide conferences and national APWA conference
- SCEC Awards
 - Top Ops Drinking Water Challenge Team
 - Wastewater Operations Challenge Team

Columbia Water Update

May 15, 2018



Drinking Water • Wastewater • Stormwater



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Budget & Program Management

FROM: *Missy Caughman,*

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

REQUISITION NO.: n/a

FINANCIAL IMPACT:

ORIGINAL BUDGET: n/a

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Columbia Construction Jobs Fall by 11% - The Honorable Daniel J. Rickenmann

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Columbia construction jobs fall by 11%



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Extended Hours Permit for Commercial Establishments - The Honorable Daniel J. Rickenmann

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Jushi
1800 Main Street

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: May 15, 2018

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)

FINANCIAL IMPACT: Busby Street Community Center and Police Substation Project
911 Communications Center Consolidation Agreement Extension



We Are Columbia

MEETING DATE: May 15, 2018

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)

FINANCIAL IMPACT: Devine Street
Variance exemptions
Amtrak
Columbia Canal
Sec. 17-269. Drinking establishments



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Discussion of employment of an employee pursuant to S.C. Code §30-4-70(a)(2)

PURPOSE: Municipal Court Judges

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Council is asked to approve the April 17, 2018 and May 1, 2018
City Council Meeting Minutes.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MN_05_01_2018_D (PDF)
- **#b:** MN_04_17_2018_D (PDF)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, MAY 1, 2018

The Columbia City Council met for an Executive Session and a regular meeting on Tuesday, May 1, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Pro-Tempore Tameika Isaac Devine called the meeting to order at 5:22 p.m. and the following members of Council were present: the Honorable Sam Davis, the Honorable Howard E. Duvall, Jr., and the Honorable Edward H. McDowell, Jr. The Honorable Mayor Stephen K. Benjamin, the Honorable Daniel J. Rickenmann, and the Honorable Moe Baddourah were absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 5:22 p.m. for the discussion of **Item 1** as outlined.

1. Receipt of legal advice relating to a pending, threatened or potential claim – S.C. Code §30-4-70(a)
 - *Frank J. Cumberland, Jr., Individually and as Class Representatives v. City of Columbia*
 - *Amanda Creel Godfrey v. City of Columbia, et al.*

Council ended the Executive Session at 5:54 p.m.

Council convened the meeting at 6:05 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF THE AGENDA

The members of Council presented City Manager Teresa Wilson with flowers and welcomed her back from a short-term leave of absence.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 1, 2018**

Ms. Teresa Wilson, City Manager thanked the members of Council for the flowers. Although, my perspective has changed tremendously as a result of attending to my personal health, I am grateful to be back. She thanked Assistant City Manager Jeff Palen and the executive management team for effortlessly keeping things in order while she was absent.

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to adopt the agenda as amended to add the Midlands Gives Giving Day Proclamation to presentations.

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

APPROVAL OF MINUTES

2. Council is asked to approve the March 20, 2018 City Council Meeting Minutes.

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

CONSENT AGENDA ITEMS

Upon a single motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve the **Consent Agenda Items 3 through 13** as presented.

3. Council is asked to approve the Purchase of Retrofitting and Upgrading a REMOTEC Bomb Robot, as requested by the Police Department. Award to Northrop Grumman, as a Sole Source in the amount of \$78,842.64. This firm is located in San Diego, CA. *Funding Source: Police Special Operations-Machinery & Equipment Capital: 1012411-658300. The original budgeted amount is \$80,150.00. - Approved*
4. Council is asked to approve Change Order #6 for Project SS7253; Metro Wastewater Treatment Plant Anaerobic Digester Rehabilitation, as requested by Columbia Water. Award to M.B. Kahn Construction Co., Inc., a Local Business Enterprise in the amount of \$62,484.80. This firm is located in Columbia, SC. *Funding Source: 5529999-SS725302-658650 Digester 1-5 Improvements at Metro WWTP Capital Projects - Columbia Metro WWTP Anaerobic Digester. The original budgeted amount for this change order is \$62,484.80. - Approved*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 1, 2018**

5. Council is asked to approve the Purchase of a Channel Monster Grinder at the Mill Creek Pump Station, as requested by Columbia Water. Award to JWC Environmental, as a Sole Source in the amount of \$112,571.64. This firm is located in Santa Ana, CA. *Funding Source: Utilities Metro Wastewater Plant-Machinery & Equipment Capital: 5516208-658300. The original budgeted amount is \$120,000.00. - Approved*
6. Council is asked to approve Change Order #4 for Project WM3752; Canal Water Treatment Plant Reservoir & Sediment Basin Improvements, as requested by Columbia Water. Award to M.B. Kahn Construction Co., Inc., a certified Local Business Enterprise in the amount of \$192,478.51. This firm is located in Columbia, SC. *Funding Source: 5529999-WM375202-658650 CWTP Basin Improvements Capital Projects. The original budgeted amount for this change order is \$192,478.51. - Approved*
7. Council is asked to approve the Purchase of one (1) IBAK Storm Drain Video Inspection Unit, as requested by the Street Division. Award to Jet Vac Equipment Company, as a Sole Source in the amount of \$203,365.59. This firm is located in Sumter, SC. *Funding Source: Police Special Operations-Machinery & Equipment Capital: 1012411-658300. The original budgeted amount is \$210,000.00. - Approved*
8. Council is asked to approve Contract Amendment #1 for Project SS736201; Sewer System Evaluation Study for Smith Branch 01, as requested by Columbia Water. Award to Weston & Sampson Engineering, Incorporated in the amount of \$258,740.00. This firm located in Columbia, SC. *Funding Source: 5529999-SS7362-658650. The original budgeted amount is \$258,740.00. This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. HPG and Company of Columbia, SC is the Protégé and will provide services at 16.4% of the total contract value. There is no sub-consultant participation on this amendment. - Approved*
9. Council is asked to approve Change Order #5 for Project SS6786; Rehabilitation Services for Sanitary Sewer Manholes, as requested by Columbia Water. Award to Prism Contractors and Engineers, Inc. in the amount of \$437,686.78. This firm is located in Williamsburg, VA. *Funding Source: 5529999-SS678617-658650 Annual Contract for Rehabilitation of Sanitary Sewer Manholes - Capital Project Costs. The original budgeted amount for this change order is \$437,686.78. - Approved*
10. Council is asked to approve a Contract for Project SS7362; Smith Branch Basin Phase I Sewer Rehabilitation, as requested by Columbia Water. Award to McClam & Associates, Inc., a certified Local Business Enterprise in an amount not to exceed \$6,589,414.81.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 1, 2018**

This firm is located in Little Mountain, SC. *Funding Source: 5529999-658650; Water & Sewer Capital Improvement Project. The original budgeted amount is \$8,499,344.00. - Approved*

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. Patriot Construction Company, Inc. of Columbia, SC is the Protégé and will provide services at 20% (\$1,262,500.00) of the contract value. The following sub-consultants will provide additional services:

Insituform Technologies of Monroe, NC will provide Cured-In-Place-Pipe services at 26% (\$1,578,641.60) of the contract value.

Intech Coating Consultants of Sherwood Park, Alberta Canada will provide manhole rehabilitation services at 2% (\$126,800.00) of the contract value.

Compliance Envirosystems of Baton Rouge, LA will provide CCTV services at 4% (\$236,289.20) of the contract value.

BLD Services of Kenner, LA will provide Lateral Cured-In-Place-Pipe services at 28% (\$1,688,000.00) of the contract value.

11. Ordinance No.: 2018-003 - Granting and encroachment to CD/Park7 Columbia SC High Rise Owner, LLC for the use of the right of way areas of the 1000 block of Assembly Street, 1000 block of Pendleton Street and 1000 block of Park Street for the installation and maintenance of sidewalks, driveways, retaining walls, landscaping and irrigation adjacent to its building at 1015 Assembly Street, Richland County TMS#08916-09-08 - *First reading was given on April 17, 2018. – Approved on second reading.*
12. Ordinance No.: 2018-012 -A Twelfth Supplemental Ordinance Providing for the issuance and sale of City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, in one or more series, in the aggregate principal amount of not exceeding \$115,000,000, in order to finance various capital projects and improvements to the system, any necessary debt service reserves and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters relating thereto - *First reading approval was given on April 17, 2018. – Approved on second reading.*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 1, 2018**

13. Resolution No.: R-2018-033 - Authorizing consumption of beer and wine beverages only at the SC Pride Festival 2018 on Main Street on Friday October 19, 2018 and Saturday, October 20, 2018 - *Approved*

PRESENTATIONS

14. National Drinking Water Week 2018 Proclamation - The Honorable Mayor Pro-Tem Tameika Isaac Devine

The Columbia City Council proclaimed the week of May 6-12, 2018 as National Drinking Water Week in the City of Columbia.

15. National Bike Month and Bicycle Safety Month Proclamation -The Honorable Mayor Pro-Tem Tameika Isaac Devine

The Columbia City Council proclaimed May as National Bike Month and Bicycle Safety Month, May 14-18, 2018 as Bike to Work Week, and May 18, 2018 as Bike to Work Day in the City of Columbia.

16. National Preservation Month Proclamation -The Honorable Mayor Pro-Tem Tameika Isaac Devine

The Columbia City Council proclaimed May as National Preservation Month in the City of Columbia.

Ms. Amy Moore, Principal Planner/Preservation Planner for the Planning and Development Services Department thanked the members of Council for the proclamation. Throughout the month of May, events and activities are scheduled to help celebrate our history. She encouraged citizens to participate in and enjoy each event, which includes an architectural scavenger hunt on Main Street and at Melrose Park, City Hall exhibits, a special event at Enjoy SC: Make History, a tour of Randolph Cemetery, Historic Horseshoe Walking Tour, the Hampton-Preston Mansion re-opening, and a leisure Preservation Bike Ride.

17. Resolution No.: R-2018-035 To Declare May 6-12, 2018, as “Municipal Clerks Week in South Carolina” to Recognize and Honor the Valuable Contributions that Municipal Clerks Make to Cities and Towns in South Carolina and to Recognize the 40th Anniversary of the Municipal Finance Officers Clerks and Treasurers Association, an Affiliate of the Municipal Association of South Carolina



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 1, 2018**

The Columbia City Council presented Resolution No.: R-2018-035 To Declare May 6-12, 2018, as "Municipal Clerks Week in South Carolina" to Recognize and Honor the Valuable Contributions that Municipal Clerks Make to Cities and Towns in South Carolina and to Recognize the 40th Anniversary of the Municipal Finance Officers Clerks and Treasurers Association, an Affiliate of the Municipal Association of South Carolina to Ms. Erika D. Moore, City Clerk and Ms. Niki Daniels, Assistant City Clerk.

ZONING / PLANNING MATTERS - PUBLIC HEARING AND FIRST READING

18. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, and INTERIM ZONING MAP AMENDMENT - 2716 Shop Road; TMS #16200-04-31 – *Approved on first reading.*

Ordinance No.: 2018-017 - Annexing 2716 Shop Road, Richland County TMS# 16200-04-31

Council District: 3

Proposal: Request to annex, assign interim land use classification of Industrial and assign interim zoning of Light Industrial District (M-1). The property is currently classified as Economic Development Center and zoned M-1 by Richland County.

Applicant: Annette Holdings, Inc.

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

PC Recommendation: 04/09/18: Annex, Assign Interim Land Use & Interim Zoning; Approve (6-0)

No one appeared at this time.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the *Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment* for 2716 Shop Road; TMS #16200-04-31.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 1, 2018**

ORDINANCES - FIRST READING

19. Ordinance No.: 2018-016 - Amend Sec. 21-127 Basis for establishing areas of special flood hazard - *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2018-016 - Amend Sec. 21-127 Basis for establishing areas of special flood hazard.

OTHER MATTERS

20. Council is asked to approve the Installation of three (3) Speed Humps in the Oakwood Court Neighborhood, as requested by the Public Works Department. *The Columbia Fire Department and Police Department have reviewed and approved the proposed location. - Approved*

Upon a motion made by Mr. Davis and seconded by Ms. Devine, Council voted unanimously to approve the installation of three (3) speed humps in the Oakwood Court Neighborhood.

21. Council is asked to approve the installation of three (3) additional street lights on Park Street, as requested by the Traffic Engineering Division. - *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve the installation of three (3) additional street lights on Park Street.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were discussed at this time.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

No reports or referrals were made at this time.

APPEARANCE OF THE PUBLIC

Ms. Ursula Pallares, Rosewood Resident expressed concerns about a citation given to her from the Code Enforcement Division and pending litigation from 2016. She asked Council for an extension to rectify the issues regarding her property by September 2018.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 1, 2018**

Upon a motion made by Mr. Davis and seconded by Ms. Devine, Council voted unanimously to adjourn the meeting at 6:39 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

DRAFT



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 17, 2018

WORK SESSION - 2:00 P.M.

The Columbia City Council met for a Work Session on Tuesday, March 20, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:06 p.m. and the following members of Council were present: the Honorable Sam Davis, the Honorable Tameika Isaac Devine, the Honorable Howard E. Duvall, Jr., the Honorable Edward H. McDowell, Jr., and the Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah was absent. Also present were Mr. Jeff Palen, Acting City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. *The minutes are numbered to coincide with the order of the meeting.*

INVOCATION

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

FINANCIAL REPORT

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

Ms. Jan Alonso, Finance Director introduced Ms. Lakisha Shannon as the new business license administrator. Ms. Shannon previously served as the business license administrator and town clerk in Marion, SC. She also introduced Mr. Greg Williams as the deputy administrator who has been with the City for six months.

CITY COUNCIL DISCUSSION

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

Mr. Robert Chambers, MBA, Principal Consultant at Black and Veatch explained how we are looking at this from an integrated and holistic business perspective. The drivers include an increased demand for utility services; a diverse and informed customer base; implementing sustainable operating and capital plans; and achieving revenue stability and meeting the financial metrics. He commended Council for being willing to take action. Last year, we presented a revenue increase for fiscal year 2019 that was forecasted at 13%. There were a few adjustments and we will be presenting a proposed revenue increase that will be less than 13%.



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

Councilor Rickenmann asked if the the 2.0 debt ratio coverage is a requirement or can it be 1.5.

Mr. Jeff Palen, Acting City Manager / Chief Financial Officer explained that our target has been 2.0. This is the average of comparable utilities. Rating agencies seem to be very comfortable with our ratio and our cash.

Mr. Robert Chambers, MBA, Principal Consultant at Black and Veatch added that when measuring your credit worthiness, rating agencies look at the financial plan you have in place, how your metrics have done over time; and your willingness to take action. As much as you can maintain the metrics and stability that you have, the better it will be as you go forward with regard to your credit worthiness and demonstrating your ability to meet your obligations.

Councilor Davis asked how our progress on infrastructure repairs impacts that number.

Mr. Robert Chambers, MBA, Principal Consultant at Black and Veatch said it demonstrates your ability to put your CIP in the ground, execute and implement the CIP; and service the debt related to the CIP. Your level of service, the number of breaks, and the manner by which you replace your infrastructure plays into the rating agency's decision.

Mr. Jeff Palen, Acting City Manager / Chief Financial Officer added that Clint and Joey usually provide an update on the various projects and how they affect the system.

Mr. Robert Chambers, MBA, Principal Consultant at Black and Veatch said we are starting with FY 2018 revenues at \$137 million and we are forecasting a 1% growth in customers. Historically, the customers have grown by 1% to 1.5%.

Councilor Rickenmann asked if we should have a business development person whose sole job is to create water customers. We need to actively work with partners so we can grow our system.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said we are putting together a kit that shows our available capacity and we can make that readily available to developers.

Councilor Rickenmann said we need to create customers in corridors where we already have infrastructure development.

Mr. Jeff Palen, Acting City Manager / Chief Financial Officer said we can look at how to formalize that process.



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

Mr. Robert Chambers, MBA, Principal Consultant at Black and Veatch continued to report that other revenue sources are estimated at \$11.1 million in fiscal year 2018. The total revenues are at \$148 million in 2018 and \$161.9 million in 2019.

Councilor Rickenmann said we have a lot of issues with billing adjustments. He asked about the acceptable billing adjustment ratio for a system our size.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said we are trying to restore customer confidence and AMI will help with that. The availability of information on customer usage and water leaks will reduce our billing adjustments.

Mr. Robert Chambers, MBA, Principal Consultant at Black and Veatch said typically any adjustment is specific to the utility. In three to four years the adjustment should reduce by 50% to 60%. He continued to report that we are looking at a \$91.7 million O&M to include debt service payments at \$32.1 million.

Councilor Rickenmann asked what the O&M will be once we get through the Clean Water 2020 Program.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said we are changing how we operate and investing in our system as we go. We will level off the capital investment and the O&M budget over time. You may see an increase in staffing costs in the O&M budget as we take over the project management activities. The investment of \$120 million per year over the next several years is a good level of necessary investment. We have a five year forecast. We can look at those numbers and have a more detailed discussion about the forecast.

Mr. Robert Chambers, MBA, Principal Consultant at Black and Veatch reported that the increase in the typical residential water and sewer bill from fiscal years 2008 to 2018 reflect an annual average increase of 3.9% compounded annual growth. Steady increases over the life of the system help to sustain financial health and operational resilience. We will take a balanced approach to meet the utility system obligations by maintaining the target debt service ratio coverage rate of 2.0; combining debt and rate revenue financing; and proposing a 9.76% increase across the board. We've highlighted the 9.76% revenue increase and the 1% customer growth. It's a \$120 million CIP of which 28.6% will be funded by cash; 70.7% will be funded by revenue bonds; and 0.7% will be funded by West Columbia. We maintain our financial metrics. We've incorporated the necessary billing adjustment and the quantitative risk management (QRM) requirement for special customers that plan to come online. He outlined the anticipated bond issuances for fiscal years 2018-2023. He presented the financial plan for fiscal years 2019-2023.



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Ultimately, we are able to fund our capital obligations and meet our debt service requirement with the proposed increases on an annual basis.

Councilor Duvall asked if the figures can be adjusted annually.

Mr. Robert Chambers, MBA, Principal Consultant at Black and Veatch said yes sir. This is part of an integrated financial plan, which is a part of your annual budget cycle. He reviewed the capital financing plan and the fiscal year 2019 financial plan components. The typical residential customer will see an increase of \$5.36. Columbia is in the middle in comparison to other utilities. He asked if there were any questions at this time.

Mayor Benjamin said it is good to see the proposed increase come down. The increases in future years are modest.

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

Ms. Melisa Caughman, Budget and Program Management Director reported that we are continuing the fiscal year 2018/2019 budget workshops. We project \$160 million in water and sewer revenue with 60% of the revenue coming from water sales. These revenues include the proposed 9.76% rate increase. She reviewed the water and sewer fund expenditures with operations and departments making up 58% of expenditures. The proposed water and sewer operating budget is \$161.9 million, which is a 6% increase over the current year's budget. Our annual consideration of the CIP is \$120 million. The water and sewer improvement program continues to focus on CleanWater 2020 efforts with \$40 million for water projects and \$80 million for sewer system projects. There is \$15 million for the AMI/AMR program through a phased-in approach. The Storm Water Fund's primary source of revenue is the storm water fee. Several departments are in the Storm Water Fund with Public Works making up 30%. There is a 20% reference to debt service, because we will be issuing debt to fund the comprehensive storm water improvement program. There is an indirect cost transfer for the general fund and a reserve as part of the funding requirement. The storm water budget is \$13.4 million, which is a 6.6% increase over the current year's budget. Council is required to adopt the rate adjustment again this year. The stormwater fee increase is \$.74 per equivalent residential unit (ERU) per month for a total of \$12.54 per month. The capital improvement program is \$10 million and the total projected CIP is \$93 million over the next three to five years. The storm water program manager contract was awarded in March 2018. The first bond issuance of \$50 million is on Council's evening meeting agenda. The operating and capital improvement program focuses on projects that alleviate flooding and promote our water quality program. Construction is underway for the



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Wallace Street and Martin Luther King Park improvements. We are acquiring easements for the Harlem Heights project. And the fiscal year 2018/2019 projects include Penn Branch, Gills Creek, Rocky Branch at Whaley Street, and Randall Avenue at North Main. She noted that health care and retirement system rate increases are impacting all departments across the City. She continued to report that 39% of revenue for the parking fund comes from garages and lots. The proposed budget is \$8.6 million, which is 9% over the current year. The operating budget totals \$4.9 million, which is a 16% increase over the current year. On April 24, 2018, we will review employee healthcare, the hospitality tax fund, proposed changes in the funding process, and part one of the general fund. She noted that May 15, 2018 is the last Council meeting before we advertise the budget.

Council recessed at 3:20 p.m.

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

4. Ordinance No.: 2018-001 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-106, Hours of sale restricted for commercial establishments which allow for on-premises consumption of beer, ale, porter and/or wine - *Approved on first reading. Please refer to Item 43.*

Mayor Benjamin said we planned two public hearings today in an effort to accommodate everyone's challenging schedules. This is the first of two hearings on Ordinance No.: 2018-001 as presented by the Public Safety Committee.

Council opened the Public Hearing at 3:38 p.m.

Mr. Dick Harpootlian, Esq. said the Rickenmann ordinance is the same ordinance with some minor tweaks. Why wasn't the old ordinance enforced? Why would you enforce this when you didn't enforce the last one? There were 280 kids who went to the emergency room last year with alcohol poisoning and 80% said they had their last drink in Five Points. Five Points is out of control. The ordinance should be easily done. They don't need to serve alcohol after 2 a.m. We are going to shut down every bar in Five Points without your help. The City doesn't have the will to enforce its own laws.



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Ms. April Lucas, Coalition of Five Points Neighborhoods said the record presented at the committee meetings supports outright repeal of the all night permit program. Perhaps we can limit the number of all-night bars. You should consider an outright repeal, because there is an over saturation of bars in Five Points. She presented a map of Five Points. There are 42 businesses that have alcohol beverage licensing (ABL) to serve beer, wine, and/or liquor on premise: 23 are bars and 18 of those bars have all night permits. There are 23 all night bars citywide. There are single-family residential and historic neighborhoods surrounding Five Points. Historically, we used Five Points as our shopping district and we are concerned about the loss of mixed retail. Five Points is central to three university campuses. It's a nuisance and a danger. Two dozen restaurants and retail outlets have left Five Points, because the bars created the wrong kind of atmosphere and they are impeding traffic and parking. We don't oppose shifting enforcement to the CPD, but that is not sufficient. Without limiting the number of bars, we won't feel secure. Other major cities do not stay open as late as we do. She asked those in support of the repeal to stand.

Mr. Michael Drennen said we have an issue with a high density of bars routinely operating without regard for local and state laws. This has led to adverse impacts on the security and peace of the surrounding residents and to poor health outcomes in our state. This has been documented by the testimony of neighbors, academic research, SLED inspections, social media posts, press coverage and the under burden of proof in the court of law. Neighbors are seeking relief from these adverse effects and have endorsed repeal of the extended hours permit. Shandon voted nine to one in favor of the repeal. The repeal is a better public policy solution because it provides immediate relief to the residents; it doesn't require additional public resources; and the existing ordinance isn't enforced. If Council decides to amend the ordinance, there needs to be an understanding that it will be repealed after a period of time if relief is not provided to the neighbors. He asked Council to support Councilman Duvall's proposal to repeal the ordinance.

Mr. Tom Gottshall, University Hill Neighborhood President said there is nothing in the proposed ordinance that relieves the neighborhoods. It places a greater burden on the police. The neighbors want to repeal the right for bars to remain open between 2 a.m. and dawn. This status quo is not acceptable to neighborhoods around five Points. No City that hosts a SEC university stays open as long as Columbia, South Carolina; it is an outlier. What business hospitality model are we supporting in Columbia? The Five Points business model is based on illegal activity. It serves underage students who have fake IDs. The model has changed students into the perpetrators of crimes and the victims of crime. He read a portion of [Judge Deborah Brooks Durden's opinion](#) that was filed earlier this month. He insisted that more work is needed. We would like to meet with you, but we are also going to pursue our rights with the courts.



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Mr. Sean McManus said he supports the resolution. The repeal of permits will not stop crime, vandalism, and the overcrowding of bars. All of these things will continue to occur, just at a slightly earlier time. Repealing the permits doesn't close down bars. It doesn't put extra police on the streets and it doesn't make college students want to drink too much. I work until 2 a.m. and like to go out and have a beer after work. The issues are legitimate and relief needs to be given to the people who have these issues. If you pursue repeal you will be punishing me as a customer and the business owners. He agreed that college kids drink too much and they vandalize when they drink too much. The resolution sets out stricter guidelines.

Mr. Will Green, co-owner of The Whig said he is disappointed to be here defending his business against people who don't have an understanding of or respect for the industry. This industry has given so much to this town. We served the artists, musicians, and film makers who participated in Indie Grits until well past 2 a.m. We also had a successful Food and Wine Festival. He applauded the community members for their passion and urged them to apply pressure on USC. Bars are not the problem. Children are the problem and should be punished for their off campus behavior. The chaos in Five Points significantly reduces during the summer. The changes made by the committee can be effective if enforced. As written, we would have to keep the kitchen open during the extended hours. It is difficult to ask us to keep kitchen staff and the equipment up and running when food may not be sold. He asked Council to change the language to a total percentage of food sales rather than when the food sales end.

Ms. Lynn Shirley, Hollywood Rosehill Neighborhood resident read a quote from Martin Niemöller's "First they came..." poem. I am marginally affected by the things in Five Points. It is a density problem. There are too many bars that attract too many kids and stay open too late. If business is so good then why do so many drink specials have to be given out. That tells me that the market is saturated in Five Points. As ownership changes, you do need to look at how many bars stay open regardless of the hours. The hours may not be the problem. The problem is consumption of alcohol and the type of clientele who consume it. I'm afraid that a lot of these good people live too close to Five Points.

Mr. Douglas Carlisle said as a professional economist I see that there are hidden costs to be paid for the current situation. There is a hidden cost for the USC lease enforcement action. There is a hidden cost in Columbia police enforcement action and ambulance costs. There is wider damage because of businesses foregone. There is a cost to be paid for people who will not be patronizing those businesses, for civil suits, and for individuals who suffer violence. There is a cost for Columbia. There is a cost for real estate. There is a cost being paid by the people defending it. Many of them have a bad business model that involves a core group of students competing for them and there isn't enough business to go around. I urge you to repeal it if you can.



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Ms. Anna Edwards, University of South Carolina Associate Vice President of Student Life said USC is committed to being a part of the solution by educating our students and holding them accountable off campus. We need to work together to create healthier and safer environments for those who choose to enjoy our entertainment districts. The majority of permits have been granted in Five Points. It's an environment where inexperienced, under aged students can walk into most bars and drink until the wee hours of the morning. We are opposed to the current draft of the ordinance because we don't believe it substantially impacts the current practice of targeting under age and overly intoxicated students. In 2015, we implemented an off campus incident reporting system which allows neighbors to report nuisance, property, or behavior concerns. To date, we've received 263 reports. Upon receipt, we meet with the student, neighbors, and others to find a resolution. We have a mechanism for receiving off campus reports from law enforcement in the entertainment districts. So far this year, there have been 345 reports related to alcohol and drug citations that were given off campus. Student fines have increased from \$25 to \$350 per sanction. Conduct probation can lead to suspension. We provide parental notification and educational workshops and programs. The University initiated a three-strike policy several years ago and recidivism has declined. Five Points is a wonderful attraction to the greater Columbia community. We are committed to working with City leaders, business owners, and community members to find practical solutions to impact the problems associated with underage and high risk drinking in our community. Allowing bars and clubs to continue to promote late night and early morning drinking as a primary activity with little regard to identity, enforcement, and existing ordinances places undue burden on law enforcement and diminishes the quality of life for nearby residents. She submitted a letter for each member of Council asking for additional meetings. She noted that the letter is endorsed by the University president and administration.

Councilor McDowell asked why it has taken so long for us to get to this point.

Ms. Anna Edwards, Associate Vice President of Student Life / University of South Carolina said she has been involved in this conversation for seven years. We're driving a large ship, but we are committed to making sure that our students represent the University, their families, and this community to the best of their ability. We provide education and a structure that encourages positive decision-making and holds them accountable when that doesn't happen.

Councilor McDowell said the community has taken on the University's responsibility in terms of managing what has taken place in Five Points. I'm not sensing a real collaboration.

Ms. Anna Edwards, Associate Vice President of Student Life / University of South Carolina said there is a town and gown type relationship with the coalition of neighborhoods. We work alongside our community members and City officials.



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Mayor Benjamin inquired about the hours of the shuttle.

Ms. Anna Edwards, Associate Vice President of Student Life / University of South Carolina said the hours of the shuttle are 10:00 p.m. until 3:00 a.m. The goal is to get students into Five Points for entertainment activities, regardless of age. The shuttle has reduced crime in the area.

Councilor Devine asked about the University's response to instances where students have gone to the hospital.

Ms. Anna Edwards, Associate Vice President of Student Life / University of South Carolina said when students are hospitalized, they go through a process where they meet with a trained coach three times to go through the decision-making factors that led up to hospitalization. These students are drinking liquor and many times there are underlying issues that lead to a student's excessive use of alcohol. We work with students to develop a plan to get them back on track.

Councilor Devine asked how many students are underage and are there stiffer penalties.

Ms. Anna Edwards, Associate Vice President of Student Life / University of South Carolina said law enforcement issues a citation for underage drinking. We don't publicize the number or name of students that have come through this program. The three-strike rule has been impactful.

Councilor Rickenmann said the University has made a clear stance about the bars. He asked the University to step up enforcement at its own venues. We encourage tailgating at football games. It's the only place in Columbia where you can walk around and drink and the enforcement is not there. It is hypocritical to put the pressure on one group when your own venues don't do the same thing. Everybody has to be on board. This didn't start seven years ago when there were no permits. When do we hold the individuals committing the crimes accountable? What about the pregame events? What about the grocery stores and convenience stores? A lot of these drinking issues and hospitalizations occur before 2:00 a.m. I heard that students who are caught drinking at the University have the choice of being arrested or going to the hospital. Let's have better dialog. The lack of campus activities push kids to off-campus entertainment. We want to do whatever we can to work together.

Councilor Devine asked Anna to verify whether or not students are given the option of going to the hospital or jail because that would play into the numbers of students going to the hospital. She asked Anna to provide information on where underage students are drinking. There is a bigger conversation that we need to have regarding underage drinking, enforcement, and ensuring that the students are safe.



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Ms. Anna Edwards, Associate Vice President of Student Life / University of South Carolina said an overview of USC's prevention and education measures is provided in the letter.

Councilor Davis said the students are the focal point in terms of wanting the best for them, protecting them, and wanting them to enjoy the atmosphere around campus. There has been some education. What kind of feedback are you receiving from the students?

Ms. Anna Edwards, Associate Vice President of Student Life / University of South Carolina said we require all incoming students to take an online alcohol education assessment. They take another assessment after being on campus for 45-days. We do educational outreach in special populations like fraternity and sorority life. We educate them on laws and expectations.

Mayor Benjamin said he has questions about some of the policies. If we are concerned about underage drinking then I am not sure why we would transport underage students to Five Points. Do we look at the connectivity of these issues? Do we check students for sobriety before they get on the bus? When we track the data in terms of who has been in the hospital, are those some of the same students we took down there and brought back? Some of the challenges are not unique to Five Points. We've seen explosive growth at the University, but the spillover affects the neighborhood. If you transport them what is the responsibility of the University attached to that. I would like to dig deeper into that. If the permits were repealed would the shuttles then stop? We are indeed interdependent.

Ms. Anna Edwards, Associate Vice President of Student Life / University of South Carolina said the shuttles started after Martha Childress was shot in 2011. This safety initiative was implemented due to the crowds.

Ms. Beth Richardson, University Hill Neighborhood resident said there are going to be many approaches to resolving this and it is going to take time. We enjoy Five Points, but it is embarrassing how Five Points is kept during the weekend. I am also embarrassed that my taxpayer dollars are going towards someone having to pick up the trash early in the morning. I don't know what we gain by this new middle ground. What research has been done? We have examples of cities that have passed this ordinance with no ado. I encourage you not to make a big deal about the 2 a.m. repeal. It is one necessary step to a complex problem. USC needs to have a deep conversation with the City, but they have been very involved in the neighborhood association's efforts and responsive to our complaints.



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Ms. Sue Dorn said this reminds me of when we were trying to ban smoking in bars. There was fear that bars would lose business. It became a matter of public health. This has also become a matter of public health and public safety. I hope we can do better.

Mr. Martin Dreesen, Owner of Bar None said some of us have good business models. Bar None has been in business for 23-years. As a late night bar serving food until 4:30 a.m. we've done an excellent job. We are an asset to the City. I hope you give me the chance to continue running my business the way I have been.

Councilor Devine asked what percentage of your revenue comes from drinks and what percentage comes from food between 2:00 a.m. and 4:30 a.m.

Mr. Martin Dreesen, Owner of Bar None said it's 50/50. We don't cater to college students. People forget about the employees who are working. Not all bars are created equal.

Mr. Walter Marks, Wales Garden Neighborhood Association said USC has been very committed to helping the neighborhood. He said this is a bureaucratic attempt to change something that hasn't been given enough thought. There are a few questionable bars that are not following state law. There is nothing in this new ordinance that takes care of the neighborhoods or me as a citizen. Council needs to slow down.

Councilor Rickenmann asked Mr. Marks to read the ordinance. The same person who helped with the landlord ordinance, helped put this together. It does have teeth and it addresses a lot of the issues. It's not perfect, but we are not done yet. Ms. Lucas has tried to work towards a solution. This ordinance makes a difference and we are willing to listen.

Councilor Devine added that Mr. Duvall presented an ordinance for Council approval that no one had seen. This process has slowed down, because the committee had an opportunity to go through this and bring forward a recommendation. It is our job to have public hearings so that we can ask the right questions. That is part of the process. It is unfair to present an ordinance that may affect someone's business without going through our due diligence.

Councilor Duvall clarified that he proposed an ordinance with help from Mike Hemlepp, Esq. I asked that it be referred to the Public Safety Committee for review and to report back to Council. I did not ask Council to vote on it without hearing about it. That's how public policy is made. They studied this thing. Now they are reporting back and we are going to study it more. I would like to offer corrective amendments at the proper time. I have not rushed this. I want it studied and repealed. I handled it properly.



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Councilor Davis asked Mr. Marks what he would do.

Mr. Walter Marks said we are looking at a few individuals operating businesses outside of state and local law. Council needs to work with the Chief to identify the things that can be enforced to protect citizens against people who want to break the law.

Mr. Jim Daniel, President of the Wheeler Hill Neighborhood Association said in January, the association voted to support the coalition's request to terminate the after-hours permits. We learned during a recent case that a particular bar generated as much as \$20,000 per week in revenue during its peak season. You may want to look at a different way of establishing fees for these businesses. There should be a sliding scale based on the amount of business they have. The little guy would pay less and the big guy would pay more.

Council closed the Public Hearing at 5:11 p.m.

Councilor McDowell said this is not Daniel Rickenmann's ordinance. Sam Davis and I worked on this; we worked on this together. There have been tremendous hits on both sides. It is our fiduciary responsibility. We wanted to have a public hearing to gather the information and put that in written form. I've had a very ravenous ear; I've heard everything. It's necessary that we not slam each other; that we speak our passion; and allow us to get all of the information; and then determine collaboratively where the road is going to lead.

Mayor Benjamin said the second public hearing is today at 6:00 p.m.

Council closed the Public Hearing at 5:11 p.m.

EXECUTIVE SESSION

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to enter into Executive Session at 5:16 p.m. for the discussion of **Items 5** through **7** as outlined.

5. Receipt of legal advice relating to a pending, threatened or potential claim – S.C. Code §30-4-70(a)
 - *Amanda Creel Godfrey v. City of Columbia, et al.*
 - *Wynter Odom, et al. v. City of Columbia*
 - *Frank J. Cumberland, Jr., Individually and as Class Representatives v. City of Columbia*
 - *Cricket Store 17 v. City of Columbia (Taboo)*



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- *Resolution No.: R-2018-032 Authorizing the City Attorney's Office to institute a civil action against Dominion Carolina Gas Transmission, LLC, with South Carolina Electric and Gas, Santee Cooper Power Cooperative and New Heights Church as interested parties seeking a Declaratory Judgment and Injunctive Relief regarding a prescriptive easement for an Access Road to the Harbison 2 Pump Station located at 5501 Broad River Road, Richland County TMS #06200-01-24*
 - *City of Columbia, et al. v. Hotelguides.com, Inc., et al.*
6. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)
- *Reign Living*
7. Discussion of negotiations incident to the proposed purchase of property pursuant to S.C. Code §30-4-70(a)(2)
- *Edisto Court*

Council adjourned the Executive Session at 6:10 p.m.

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a meeting on Tuesday, March 20, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:15 p.m. and the following members of Council were present: the Honorable Sam Davis, the Honorable Tameika Isaac Devine, the Honorable Howard E. Duvall, Jr., the Honorable Edward H. McDowell, Jr., and the Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah was absent. Also present were Mr. Jeff Palen, Acting City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. *The minutes are numbered to coincide with the order of the meeting.*

PLEDGE OF ALLEGIANCE

INVOCATION

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



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ADOPTION OF THE AGENDA

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to adopt the agenda as amended to include presentation of the Sikh Awareness and Appreciation Month Proclamation.

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

APPROVAL OF MINUTES

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

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve the March 6, 2018 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 9 THROUGH 30

Upon a single motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve the **Consent Agenda Items 9 through 30**.

9. Council is asked to approve the Target Solutions Annual Maintenance and Membership Fees, as requested by the Fire Department. Award to Municipal Emergency Services, in the amount of \$67,311.00. This firm is located in Charlotte, NC. *Funding Source: Fire Suppression- Computer License 1012303-627510. - Approved*
10. Council is asked to approve a Professional Services Agreement for Armed Security Guard Services, as requested by the Police Department. Award to Security Management of SC, LLC using South Carolina State Contract in an amount not to exceed \$207,817.96. The firm is located in Columbia, SC. *Funding Source: Community Safety Officers - Professional Services; 5512703-636600 and Police Administrative Services - Professional Services; 1012402-636600. - Approved*



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11. Council is asked to approve the Purchase of two Morris Pumps, as requested by Columbia Water. Award to Heyward, as a Sole Source in the amount of \$51,804.86. This firm is located in Charlotte, NC. *Funding Source: Utilities Metro Wastewater Plt-Machinery and Equipment Capital: 5516208-658300. The original budgeted amount is \$55,000.00. – Approved*
12. Council is asked to approve the Canal Level Control System Monitoring for Fiscal Year 2017-2018, as requested by Columbia Water. Award to MR Systems in the amount of \$61,560.00. This firm is located in Norcross, GA. *Funding Source: 5516206 – 638300 - Approved*
13. Council is asked to approve the Purchase of one (1) Medium Duty Backhoe for the Lake Murray Water Treatment Plant, as requested by the Fleet Services Division. Award to Blanchard Machinery, using the SC State Contract in the amount of \$78,606.00. This vendor is located in West Columbia, SC. *Funding Source: Utilities Lake Murray Wastewater Plt - Auto, Trucks, Heavy Equipment Capital: 5516207-658500. The original budgeted amount is \$80,000.00. - Approved*
14. Council is asked to approve Contract Amendment #3 for Project SS7280; Sewer System Evaluation Study and Sewer Rehabilitation Implementation for Rocky Branch 01, as requested by Columbia Water. Award to Brown and Caldwell, Incorporated, in the amount of \$86,275.00. This firm is headquartered in Walnut Creek, CA and has a local office in Columbia, SC. *Funding Source: 55299999-SS7280-658650. The original budgeted amount is \$86,275.00. – Approved*

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

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



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15. Council is asked to approve the Purchase of one (1) Townmaster Trailer and (1) Compact Track Loader for the Parks and Recreation Department, as requested by the Fleet Services Division. Award to Blanchard Machinery using the SC State Contract in the amount of \$94,569.00. This vendor is located in West Columbia, SC. *Funding Source: Parks Buildings and Grounds - Auto, Trucks, Heavy Equipment Capital: 1015104-958500. The original budgeted amount is \$100,000.00. - Approved*

16. Council is asked to approve an Engineering Services Agreement for the Metro Wastewater Treatment Plant Gap Analysis Implementation and Plant Operation Services, as requested by Columbia Water. Award to Atlantic South Consulting Services, LLC, a Minority Business Enterprise, in the amount of \$150,000.00. This firm is located in North Charleston, SC. *Funding Source: 5516208-SS7300-638305. The original budgeted amount is \$200,000.00. – Approved*

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

17. Council is asked to approve the Purchase of Hydraulic Modeling Recalibration Services, as requested by Columbia Water. Award to Hazen and Sawyer, as a Sole Source in an amount of \$260,000.00. This firm is located in Charlotte, NC. *Funding Source: Engineering- Spc Contracts W/S SW; 5511706-638305.SS7485. The original budgeted amount \$300,000.00. - Approved*

18. Council is asked to approve Contract Amendment #1 for Project SS7363; Sewer System Evaluation Study for Smith Branch 03, as requested by Columbia Water. Award to AECOM, in the amount of \$268,934.00. This firm is headquartered in Los Angeles, CA and has a local office in Columbia, SC. *Funding Source: 55299999-SS7363-658650. The original budgeted amount is \$268,934.00. – Approved*

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

The following sub-consultant will provide additional services:

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



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19. Council is asked to approve Contract Amendment #3 for Project WM4326; Water Tank Repainting and Maintenance Services, as requested by Columbia Water. Award to Utility Service Company, Inc. in the amount of \$359,323.00. This firm is located in Perry, Georgia. *Funding Source: Water Plants Operations Budget 5516206-WM4326-638305. The original budgeted amount is \$365,000.00. – Approved*

The following sub-consultant will provide additional services:

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

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

20. Council is asked to approve an Engineering Services Agreement for Project SD8360; Water Quality Monitoring and MS4 Program Support Services, as requested by Columbia Water. Award to Woolpert, Inc., in the amount of \$464,335.00. This firm is located in Columbia, SC. *Funding Source 5534202-SD8360-638305 - Sub-consultant Rogers & Callcott, a Small Business Enterprise of Columbia, SC will provide grapling, laboratory testing, and analysis services for three (3) years at \$106,680.00 (8.0%) of the contract value. - Approved*
21. Council is asked to ratify three (3) Emergency Procurements for the Repair of 8" Waterlines throughout the City, as requested by Columbia Water. Award to Carolina Tap and Bore of West Columbia, SC, a Certified Local Business Enterprise, in the amount of \$75,960.00 and award to North American Pipeline Management, Inc., of Marietta, GA for two (2) repairs in the amount of \$208,594.00 and \$256,839.00 for a total amount of \$541,393.00. *Funding Source: Engineering –Paving and Asphalt Supplies; 5511706-623500 (\$75,960.00); Water and Sewer Capital Projects-Capital Project Costs; 5529999-658650 (\$208,594.00); Water and Sewer Capital Projects-Capital Project Costs; 5529999-658650 (\$256,839.00) – Approved*
22. Council is asked to approve Project SD8413: A Design Build Contract for Saluda Avenue Stream Bank Stabilization Retaining Wall, as requested by Columbia Water. Award to McClam and Associates, Inc., in the amount of \$786,554.75. This firm is located in Little Mountain, SC. *Funding Source: 5549999-SD841301-658650. The original budgeted amount is \$900,000.00. - Approved*



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The following sub-consultants will provide additional services:

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

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

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

23. Council is asked to approve Contract Amendment #1 for Project SS7253; Design, Construction, and Rehabilitation of the Metro Wastewater Treatment Plant Anaerobic Digester, as requested by Columbia Water. Award to Hazen and Sawyer, P.C. in the amount of \$943,175.00. This firm is located in Columbia, SC. *Funding Source: Water and Sewer Budget; 5529999-SS725301-658650. The original budgeted amount is \$943,175.00. - This is a Clean Water 2020 Program Project and a Mentor Protégé Project. Construction Dynamics, Inc., a Minority Business Enterprise of Columbia, SC is the Protégé and will provide constructible review, cost estimating, and construction observation services at \$273,600.00 (29.01%) of the contract amendment value. - Approved*
24. Council is asked to approve an Engineering Services Agreement for Project SS7425; Rocky Branch III Sewer System Evaluation Study and Sewer Rehabilitation Services, as requested by Columbia Water. Award to Brown and Caldwell in the amount of \$1,226,800.00. This firm is located in Columbia, SC. *Funding Source: Water & Sewer Capital Projects – Rocky Branch03 Basin SSES- Capital Project Cost-5529999-SS742501-658650. The original budgeted amount is \$1,226,800.00. This is a Clean Water 2020 Program Project and a Mentor Protégé Project. 4D Engineering, LLC, a Minority Business Enterprise (Woman) of Lexington, SC is the Protégé and will provide project administration, data management, sewer assessment, permitting, and construction administration services at \$495,796.00 (40.4%) of the contract value. - Approved*
25. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - NX 1080 Shop Road; TMS# 11211-07-09 – *First reading approval was given on January 16, 2018. – Approved on second reading.*



We Are Columbia

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Ordinance No.: 2017-117 - Annexing and Incorporating NX 1080 Shop Road, Richland County TMS#11211-07-09, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *First reading approval was given on January 16, 2018. – Approved on second reading.*

Council District: 3

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

Applicant: George McCutchen

Staff Recommendation: Approval

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

26. Ordinance No.: 2018-008 - Authorizing the City Manager to execute a Seventh Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC - *First reading approval was given on March 20, 2018. – Approved on second reading.*
27. Ordinance No.: 2018-009 - Granting encroachment to Central Midlands Transit Authority – The COMET for the use of the right of way areas of the 5500 block of Ring Road for the installation and maintenance of a Bus Shelter, sidewalk, cart coral and landscaping adjacent to 5590 Ring Road, Richland County TMS# 16710-02-04 - *First reading approval was given on March 20, 2018. – Approved on second reading.*
28. Ordinance No.: 2018-011 - Granting an encroachment to Historic Columbia Foundation for the use of the right of way area of the 1700 block of Henderson Street for the installation and maintenance of a wooden utility pole and conduit adjacent to 1615 Blanding Street Richland County TMS# 11403-07-01 - *First reading approval was given on March 20, 2018. – Approved on second reading.*
29. Resolution No.: R-2018-027 - Authorizing consumption of beer and wine beverages only at Outfest Columbia in the 1100 block of Park Street between Gervais Street and Senate Street on Saturday, June 2, 2018 - *Approved*



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30. Resolution No.: R-2018-029 - Amending Resolution No.: R-2017-094 Authorizing consumption of beer and wine beverages only at The Rosewood Crawfish Festival to change the date from Saturday, May 5, 2018 to Saturday, May 12, 2018 - *Approved*

PRESENTATIONS

31. Sikh Awareness and Appreciation Month - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin said he had the wonderful opportunity to visit a beautiful Sikh Temple outside of Chapin. I was invited to a Vaisakhi Day celebration recognizing the founding of the Sikh Order in 1699. It was a humbling cultural experience. I had the opportunity to recognize a growing Sikh community in the Midlands and we hope to spend more time over the years educating the public on Sikhism and the wonderful things that our Indian Community is doing. The commitment of Sikhs to humanity, religious tolerance, and religious freedom is consistent with the very best values of this country. This City was also founded on those principles.

Dr. Amarjit Singh, Secretary of the Sikh Religious Society and Board Member of the Interfaith Partners of South Carolina thanked Mayor Benjamin for accepting the invitation. He said when people are educated about the Sikh community, there are no problems. We love peace and all communities.

Mayor Benjamin and the members of Council proclaimed April as Sikh Awareness and Appreciation Month in the City of Columbia.

32. Recognition of Delaney Toomer as Miss Richland County Teen - Mayor Stephen K. Benjamin

Miss Delaney Toomer, Miss Richland County Teen 2018 said it is an honor to represent Richland County as I go on my journey to become Miss South Carolina Teen. The Miss America Outstanding Teen organization is the largest scholarship provider for women in the country. My platform is All Rise. My goal is to get parents of children in grades pre-k to third to show up in classrooms throughout the school year. This will excite students about learning. I am excited to continue this initiative with my pledge card. I will continue to speak to Parent Teacher Organizations and Rotary Clubs around Richland County to promote this initiative.



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33. PowerTalk 21® Day Proclamation - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin and the members of Council proclaimed April 21, 2018 as PowerTalk 21® Day in the City of Columbia.

Ms. Ashley Merrick, Program Specialist for Mothers Against Drunk Driving South Carolina said on April 21, 2018, we want to encourage parents to begin having the conversation about alcohol with young people. Parents are the biggest influencers when it comes to their mindset about alcohol. By providing this information to parents, they are able to change students' perspectives about the use of alcohol.

34. Columbia Fair Housing Month and National Community Development Week Proclamation - Ms. Gloria Saeed, Director of Community Development

Ms. Gloria Saeed, Director of Community Development said during April the Community Development Department recognizes National Community Development Week, Fair Housing Month, and Financial Literacy Month. The City of Columbia receives an entitlement award from the U.S. Department of Housing and Urban Development for Community Development Block Grant (CDBG) and HOME Investment Partnership funding. These funds are used to improve physical, economic, and social conditions and to provide decent, safe, and affordable housing in our community. She announced that the City can expect to receive additional CDBG and HOME funds in the coming year. She outlined the many events that are scheduled in celebration of Columbia Fair Housing Month, National Community Development Week, and National Financial Literacy Month. She announced that Community Development will be launching a pilot employee financial wellness program in an effort to help employees reduce financial stress, practice good financial behaviors, and achieve overall financial well-being regardless of the salary earned. The department has partnered with the Consumer Financial Protection Bureau to offer free, one-on-one budget and credit coaching. Our child savings account program will be launched in the fall as a pilot program being offered to Watkins Nance Elementary School kindergarteners. Thanks to corporate donations, we raised \$15,000 and we will be able to support these programs for two years.

Mayor Benjamin and the members of Council proclaimed April as Columbia Fair Housing Month and April 2-6, 2018 as National Community Development Week in the City of Columbia.



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35. National Financial Literacy Proclamation - Ms. Gloria Saeed, Director of Community Development

Ms. Faith Moss, Individual Development Account participant said she is studying retail management at the University of South Carolina in hopes of pursuing a career in retail law. Through the IDA program, I took classes on budgeting and retirement savings. I put \$30 per week into my account and my goal is to save \$500. They will match my savings with \$1,000. It's a great opportunity for college students and it's a blessing for my family. I will use the money for my fall tuition and books.

Mayor Benjamin and the members of City Council proclaimed April 2017 as National Financial Literacy Month and recognized Ms. Faith Moss as a model Individual Development Account participant in the City of Columbia.

RESOLUTIONS

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

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2018-025 - Authorizing Condemnation for Easement Acquisition for CIP Project #SS7261 (Lake Katherine Sewer Line Capacity Enhancement) along Property Identified as Richland County TMS#13913-05-12 located at 4628 Pine Grove Court; CF#250-378.

37. Resolution No.: R-2018-028 - Authorizing the City Manager to execute any documents necessary to purchase certain properties affected by the 2015 flood through the Property Acquisition Program - *Approved*

Mayor Benjamin said we are excited about purchasing these properties that were affected by the 2015 flood. Because of the advocacy of Congressman Clyburn, Senator Graham, Senator Scott, and others, even more resources will be flowing to the Midlands to give relief to our citizens who were affected in 2015 and 2016.



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Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2018-028 - Authorizing the City Manager to execute any documents necessary to purchase certain properties affected by the 2015 flood through the Property Acquisition Program.

38. Resolution No.: R-2018-030 - Authorizing the City Manager to execute an Office Lease Agreement between the City of Columbia and MS Joint Venture for the lease of the Mezzanine at 1401 Main Street - *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2018-030 - Authorizing the City Manager to execute an Office Lease Agreement between the City of Columbia and MS Joint Venture for the lease of the Mezzanine at 1401 Main Street.

39. Resolution No.: R-2018-031 - Authorizing the City Manager to execute a 7th Lease Amendment Agreement between the City of Columbia and MS Joint Venture for the lease of the 10th floor of 1401 Main Street - *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2018-031 - Authorizing the City Manager to execute a 7th Lease Amendment Agreement between the City of Columbia and MS Joint Venture for the lease of the 10th floor of 1401 Main Street.

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

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



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ZONING / PLANNING MATTERS - SECOND READING

41. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 2050 Woodcreek Farms Road; TMS# 25716-03-04– *First reading approval was given on March 20, 2018. – Approved on second reading.*

Ordinance No.: 2018-006 - Annexing and Incorporating 2050 Woodcreek Farms Road, Richland County TMS# 25716-03-04, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *First reading approval was given on March 20, 2018. – Approved on second reading.*

Council District: 4

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

Applicant: The Hampton Links, LLC

Staff Recommendation: Approval

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

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to give second reading approval to the *Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment* for 2050 Woodcreek Farms Road; TMS# 25716-03-04. Mayor Benjamin abstained from voting due to a potential conflict of interest.

42. ZONING MAP AMENDMENT - 3319 Millwood Avenue, TMS# 13804-03-09 – *Withdrawn by the applicant.*

Council District: 3 & 4

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

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



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Staff Recommendation: Approval

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

PUBLIC HEARING - ORDINANCE FIRST READING

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

Council opened the Public hearing at 6:51 p.m.

Mr. David Harris, Owner of Nightcaps said he met with Councilman Rickenmann and Ms. Lucas from the neighborhood coalition to discuss the proposal. I believe this has teeth. The old ordinance had a lot of gray areas. The new version is fair to the businesses that are operating responsibly. The irresponsible businesses will weed themselves out. Communication will be important for the businesses and neighborhoods. We serve food until 5:00 a.m.

Mr. Sam Hoy said he has worked at Bar None for over ten years and in Five Points for over eleven years. Bar None has been open for 23 years and it has always been a late night bar. The student body population has ballooned and that is the problem. Students are drinking in the Vista and on Main Street. If we close at 2:00 a.m. they will have house parties in the neighborhood. In response to a statement made earlier today, he said the Five Points Association pays for the trash to be cleaned up. I am curious as to why this is suddenly an issue.

Ms. Carole Cato, Wales Garden Neighborhood Association said it is hard to fight alcohol. Our owner occupied homeownership is up and it is growing. We have an opportunity to do something in our community, but there are some frightening things happening. I am elderly, I am a citizen, and I pay taxes. Many single women live in the community. I recall wanting to move after a highly intoxicated young lady from USC struck my neighbor's SUV. I also recall when a neighbor called the police after seeing four intoxicated young men on my front porch. We don't need to have our citizens violated like this.



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Ms. Lynn Bailey said I am a 30-year resident of Rosewood, but prior to that I lived on Laurens Street around USC for 10-years. I am a professional healthcare economist. I am here to ask City Council to support the recommendation of the Public Safety Committee and proposed modification to the ordinance that will permit bars to remain open after 2 a.m. The repeal of the ordinance would only punish business owners who are behaving. I believe enrollment growth and changes in students' alcohol consumption habits are driving the problem. In 1975, there were less than 23,000 students at USC. In 2000, there were approximately 24,000 students. By 2010, there were 25,000 students. Today, there are slightly less than 30,000 students. That is a 139% increase and this is the driver of the Five Points issue. USC expansions will continue. There needs to be reasonable modifications and adjustments by all parties.

Mr. Robert Brady said I can see a benefit to both sides. It seems to be an issue with the patrons of bars causing disturbances. If the bars close at 2 a.m. they will rush to see how many shots they can take before 2 a.m. Not allowing freshmen to have cars could prevent them from going to Five Points. It could help with hazing issues at USC, add parking for upperclassmen, and give students a year to adjust to their freedom.

Mr. Casey Hamlin, Chair of the Student Government Safety and Transportation Committee at the University of South Carolina said I believe that the majority of students agree with keeping bars open past 2 a.m. I want the community and the City of Columbia to know that students realize that we do have a responsibility. We realize that we need to know what our limit is and we need to look out for each other while we are in Five Points. We are trying to figure out why some students don't follow the rules and how we can mitigate that. We also cannot ignore the responsibility of the bar owner to make sure that underage students aren't entering bars and making sure students aren't being over served. The ordinance does these things well as long as there is enforcement. There are student leaders who are working to mitigate the existing issues.

Ms. Katerina Barrie said as a small business owner she often works at night and late night bars like Bar None offer a safe space for working. If we limit the late night hours, we will be limiting the growth of this community. We will deter young adults who like the freedom of going out late at night. By 2020, 20% of the United States' population will be self-employed. By limiting these freedoms, we will be limiting the influx of entrepreneurs.

Mr. Sean McManus said he spoke earlier in support of the ordinance. I am also supportive because I believe that by the bars remaining open this will keep students safe. College students can drink in unsafe situations where they might die or they can drink at a bar where employees are bound by the law to not let that happen.



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Council closed the Public hearing at 7:17 p.m.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2018-001 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-106. Hours of sale restricted for commercial establishments which allow for on-premises consumption of beer, ale, porter and/or wine, with the understanding that Council will be working with folks to see if there is some tweaking that can be done between now and second reading to give them more comfort.

ORDINANCES - FIRST READING

44. Ordinance No.: 2018-003 - Granting and encroachment to CD/Park7 Columbia SC High Rise Owner, LLC for the use of the right of way areas of the 1000 block of Assembly Street, 1000 block of Pendleton Street and 1000 block of Park Street for the installation and maintenance of sidewalks, driveways, retaining walls, landscaping and irrigation adjacent to its building at 1015 Assembly Street, Richland County TMS#08916-09-08 – *Approved on first reading.*

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2018-003 - Granting and encroachment to CD/Park7 Columbia SC High Rise Owner, LLC for the use of the right of way areas of the 1000 block of Assembly Street, 1000 block of Pendleton Street and 1000 block of Park Street for the installation and maintenance of sidewalks, driveways, retaining walls, landscaping and irrigation adjacent to its building at 1015 Assembly Street, Richland County TMS#08916-09-08.

45. Ordinance No.: 2018-012 - A Twelfth Supplemental Ordinance Providing for the issuance and sale of City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, in one or more series, in the aggregate principal amount of not exceeding \$115,000,000, in order to finance various capital projects and improvements to the system, any necessary debt service reserves and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters relating thereto – *Approved on first reading.*



We Are Columbia

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Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2018-012 - A Twelfth Supplemental Ordinance Providing for the issuance and sale of City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, in one or more series, in the aggregate principal amount of not exceeding \$115,000,000, in order to finance various capital projects and improvements to the system, any necessary debt service reserves and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters relating thereto.

46. Ordinance No.: 2018-013 - Authorizing and providing for the issuance of Stormwater System Revenue Bonds of the City of Columbia, South Carolina; prescribing the form of bonds; limiting the payment of the bonds solely to the revenues derived from the operation of the system and pledging such revenues to such payment; creating certain funds and providing for payments into such funds; and making other covenants and agreements in connection with the foregoing – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2018-013 - Authorizing and providing for the issuance of Stormwater System Revenue Bonds of the City of Columbia, South Carolina; prescribing the form of bonds; limiting the payment of the bonds solely to the revenues derived from the operation of the system and pledging such revenues to such payment; creating certain funds and providing for payments into such funds; and making other covenants and agreements in connection with the foregoing.

47. Ordinance No.: 2018-014 - A First Supplemental Ordinance Providing for the issuance and sale of City of Columbia, South Carolina, Stormwater System Revenue Bonds, in one or more series in the aggregate principal amount of not exceeding \$50,000,000, in order to finance various capital projects and improvements to the system, any necessary debt service reserves and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager or any two of them acting together to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters related thereto – *Approved on first reading.*

Mayor Benjamin said the top twenty flooding challenges in the City are being addressed by our first storm water bond.



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Mr. Clint Shealy, Assistant City Manager for Columbia Water said this is a monumental moment for us. We already have three projects underway at MLK Park, Wallace Street, and Harlem Heights. This will allow us to design and construct improvements in the Shandon area, Randall Avenue, Penn Branch, Whaley and Main, Five Points, and Gills Creek. We are looking at conveyance and green infrastructure.

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2018-014 - A First Supplemental Ordinance Providing for the issuance and sale of City of Columbia, South Carolina, Stormwater System Revenue Bonds, in one or more series in the aggregate principal amount of not exceeding \$50,000,000, in order to finance various capital projects and improvements to the system, any necessary debt service reserves and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager or any two of them acting together to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters related thereto.

OTHER MATTERS

48. Council is asked to approve the installation of one (1) additional street light on Florence Street and two (2) additional street lights on Preston Street, as requested by the Traffic Engineering Division. - *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Ms. Devine, Council voted unanimously to approve the installation of one additional street light on Florence Street and two additional street lights on Preston Street, as requested by the Traffic Engineering Division.

49. Council is asked to approve the Installation of three (3) Speed Humps in the Oakwood Court Neighborhood, as requested by the Public Works Department. - *The Columbia Fire Department and Police Department have reviewed and approved the proposed location. – No action was taken.*

Mayor Benjamin recognized University of South Carolina School of Journalism students who were in attendance.

Councilor Rickenmann asked how we handle requests for speed humps.

Mr. Robert Anderson, Public Works Director said DOT is reviewing their policy. We will never get speed humps on highly traveled roads.



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Councilor McDowell inquired about the City's process after receiving a written request from a community for speed humps.

Mr. Robert Anderson, Public Works Director said we conduct a speed study on the street then we identify where the speed humps will go with the understanding that signs will be put in yards before and after the installation of speed humps. We take that back to the neighborhood for approval. Once Council approves it, we then seek DOT approval if it is their road.

Councilor Davis said it is a safety issue and we have to do what it takes to make the neighborhoods safe.

Mr. Robert Anderson, Public Works Director said we will add this to the agenda for our collaboration meeting with SCDOT.

Councilor Devine asked if there have been discussions about recycling every week instead of every two weeks.

Mr. Robert Anderson, Public Works Director said there have been requests and if it is Council's desire we can determine the additional personnel and maintenance costs for putting the trucks on the road. We should also have a conversation about the recycling markets.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No items were considered at this time.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

Upon a motion made by Ms. Devine and seconded by Mayor Benjamin, Council voted unanimously to refer a review of the propriety and efficiency of changing to weekly recycling to the Environment and Infrastructure Committee.

APPEARANCE OF THE PUBLIC

Ms. Malaysia Halley, Creator of Heal With Me invited the members of Council to the Healing and Empowerment Day in Columbia at the State House on Saturday, April 21, 2018. This rally is for survivors of child abuse and will include yoga and meditation sessions. She announced that April is Child Abuse Prevention Month.



We Are Columbia

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Upon a motion made by Mr. McDowell and seconded by M r. Davis, Council voted unanimously to adjourn the meeting at 7:40 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

DRAFT



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Sidewalk Construction Services along Sulton and Maxcy Roads, as requested by Columbia Water. Award to AOS Specialty Contractors, Inc., a certified Minority Business Enterprise and Local Business Enterprise in an amount not to exceed \$175,849.30. This firm is located in Lexington, SC.

PURPOSE: The City will be reimbursed for this project by SCDOT and SCDOT guidelines were used for this procurement. Therefore, no preference programs are applicable to this solicitation. AOS Specialty Contractors, Inc. will self-perform all items in the contract.

REQUISITION NO.: R187301

FINANCIAL IMPACT: Funding Source: 4079999-658650-SR102602-658650. The original budget amount is \$175,849.30.

ORIGINAL BUDGET: \$175,849.30

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Three (3) bids were received for Bid#023-17-18-BF Sidewalk Construction along Sulton and Maxcy Roads (SR8052) as requested by Columbia Water.

Project scope consists of constructing a 5' wide concrete sidewalk as itemized in the Bid Form and shown on the plans. These specifications consist of furnishing all labor, equipment, materials and appurtenances required to perform all operations in connection with construction of said sidewalk. The total construction time allocated for this project is one hundred twenty (120) consecutive calendar days after the Notice to Proceed is issued.

Base Bid	\$ 159,863.00
Contingency	\$ 15,986.30
Total (Not to Exceed)	\$ 175,849.30

This will be charged as follows:

4079999-658650-SR102602-658650	\$175,849.30
Sidewalk Construction along Sulton and Maxcy Roads	SR8052

ATTACHMENTS:

- **#a:** Signed Contract 023-17-18-BF (PDF)
- **#b:** Bid Analysis (SR8052) Sidewalk Construction along Sulton and Maxcy Roads (PDF)
- **#c:** Engineer Recommendation BID023-17-18-BF Sidewalk Construction along Sulton and Maxcy Roads (PDF)
- **#d:** Drawings SR8052-Complete-Rev2 (PDF)

CONTRACT

City of Columbia, South Carolina

SR8052

Sidewalk Construction along Sulton and Maxcy Roads

Bid #023-17-18-BF

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **AOS Specialty Contractors, Inc.** with legal address and principal place of business at **1224 Two Notch Road, Lexington, SC 29073**, 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 City of Columbia.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred twenty (120)** consecutive calendar days commencing on the date stated 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 **One Hundred Fifty-Nine Thousand, Eight Hundred Sixty-Three Dollars and Zero Cents (\$159,863.00)**.

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.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15, General Specifications of the City of Columbia's Engineering Regulations, Part 20, Specifications for Sodding, Fertilizing, and Seeding, and Local Public Agency (LPA) Required Provisions.

9.2.7 Special Provisions.

9.2.8 Specifications (as listed in the Table of Contents).

9.2.9 Drawings, numbered 01 through 10, inclusive and dated 2/15/2016.

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

ARTICLE 10. MISCELLANEOUS

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

10.2 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.

10.3 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.

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

This Contract shall become effective on _____, 20__.

Contractor
AOS Specialty Contractors, Inc. _____

BY _____

(CORPORATE SEAL)

Attest _____

Address for giving notices:

AOS Specialty Contractors, Inc. _____

1224 Two Notch Road _____

Columbia, SC 29290 _____

Date: _____

Owner
City of Columbia, SC _____

BY _____

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest _____

Address for giving notices:

Department of Procurements and Contracts _____

1800 Main Street, 2nd Floor _____

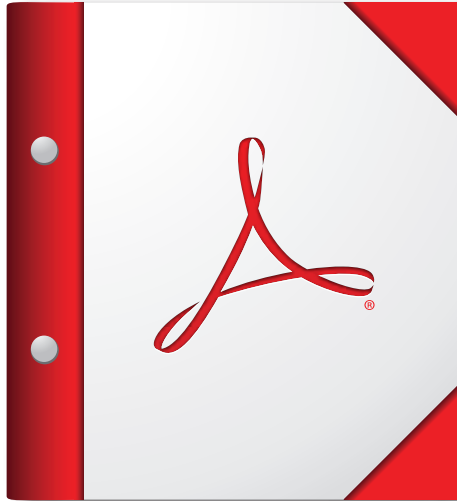
Columbia, SC 29201 _____

Date: _____

APPROVED AS TO FORM
Legal Department City of Columbia, SC

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

				Engineering Estimate		AOS Specialty Cont.		IPW Construction Group	
Item	Item Description	Unit	Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	\$10,000.00	\$10,000.00	\$13,495.00	\$13,495.00	\$32,500.00	\$32,500.00
2	New 5" Wide x 4" Thick Concrete Sidewalk	LF	1,065	\$50.00	\$53,250.00	\$41.00	\$43,665.00	\$78.00	\$83,070.00
3	New Asphalt Pavement	CY	340	\$50.00	\$17,000.00	\$40.00	\$13,600.00	\$350.00	\$119,000.00
4	New Retaining Wall w/Steps	LF	59	\$100.00	\$5,900.00	\$75.00	\$4,425.00	\$1,000.00	\$59,000.00
5	New Wood Timbers	LF	30	\$50.00	\$1,500.00	\$12.00	\$360.00	\$380.00	\$11,400.00
6	Saw Cut and Remove Asphalt, Concrete	CY	285	\$50.00	\$14,250.00	\$20.00	\$5,700.00	\$65.30	\$18,610.50
7	Remove 18" RCP	LF	18	\$50.00	\$900.00	\$55.00	\$990.00	\$115.00	\$2,070.00
8	Remove Gravel Drive	CY	125	\$75.00	\$9,375.00	\$5.00	\$625.00	\$83.00	\$10,375.00
9	Remove Retaining Wall	LF	85	\$100.00	\$8,500.00	\$64.00	\$5,440.00	\$165.00	\$14,025.00
10	Remove Bush/Bushline	EA	5	\$100.00	\$500.00	\$640.00	\$3,200.00	\$2,100.00	\$10,500.00
11	Remove Trees	EA	1	\$150.00	\$150.00	\$6,400.00	\$6,400.00	\$4,300.00	\$4,300.00
12	Relocate Signs	EA	1	\$100.00	\$100.00	\$192.00	\$192.00	\$3,860.00	\$3,860.00
13	Relocate Wood Timbers	LS	1	\$1,000.00	\$1,000.00	\$256.00	\$256.00	\$43,750.00	\$43,750.00
14	Remove Wooden Steps	EA	1	\$30.00	\$30.00	\$320.00	\$320.00	\$2,300.00	\$2,300.00
15	Saw Cut and Remove Existing Sidewalk and Install Handicapped Ramps	EA	9	\$500.00	\$4,500.00	\$3,035.00	\$27,315.00	\$3,200.00	\$28,800.00
16	Relocate Chain Link Fence	LF	115	\$200.00	\$23,000.00	\$32.00	\$3,680.00	\$70.00	\$8,050.00
17	Relocate Wood Fence	LF	76	\$300.00	\$22,800.00	\$57.50	\$4,370.00	\$78.00	\$5,928.00
18	Silt Fence	LF	45	\$10.00	\$450.00	\$4.00	\$180.00	\$22.00	\$990.00
19	Sediment Tubing	LF	50	\$25.00	\$1,250.00	\$7.00	\$350.00	\$80.00	\$4,000.00
20	Traffic Control	LS	1	\$10,000.00	\$10,000.00	\$17,620.00	\$17,620.00	\$43,000.00	\$43,000.00
21	Restoration	AC	0	\$25,000.00	\$3,750.00	\$51,200.00	\$7,680.00	\$25,300.00	\$3,795.00
Subtotal (Items 1 - 38)									
Contingency 10%				\$18,821.00		\$15,986.30		\$50,932.35	
TOTAL BID AMOUNT				\$207,026.00		\$175,849.30		\$560,255.85	



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DEPARTMENT OF UTILITIES AND ENGINEERING ENGINEERING DIVISION

5' SIDEWALK CONSTRUCTION ALONG SULTON AND MAXCY ROADS

CIP PROJECT:

SR8052



We Are Columbia

DRAWING INDEX

COVER

VICINITY MAP, LEGEND & NOTES
DEMO PLAN SULTON AND MAXCY
DESIGN PLAN SULTON
DESIGN PLAN MAXCY
CROSS SECTIONS SULTON
CROSS SECTIONS MAXCY
EROSION & SEDIMENT CONTROL
& CONSTRUCTION DETAILS
SCDOT DETAILS

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CITY MANAGER
TERESA B. WILSON

DIRECTOR OF ENGINEERING
JOSEPH D. JACO, P.E.
CITY ENGINEER
DANA R. HIGGINS, P.E.

CITY COUNCIL
SAM DAVIS
TAMEKA I. DEVINE
MOE BADDOURAH
HOWARD DUVAL, JR.
EDWARD MCDOWELL, JR.
DANIEL J. RICKENMANN

MAYOR
STEPHEN K. BENJAMIN

DRAWING INFORMATION	
DESIGNED BY:	BLG
DRAWN BY:	BLG
BOOK NO:	
DATE:	2/15/16
SHEET NO:	1 OF 9

CITY OF COLUMBIA

REVISION		DESCRIPTION	
NO.	DATE	INITIALS	
2	2/21/17	BLG	REMOVED MILDRED AVENUE PER CONVERSATION WITH SCOOT ON 2/17/2017
1	2/10/17	BLG	CORRECTIONS PER SCOOT LETTER DATED 2/9/2017

PROJECT TITLE:

5' SIDEWALK CONSTRUCTION
ALONG SULTON AND
MAXCY ROADS

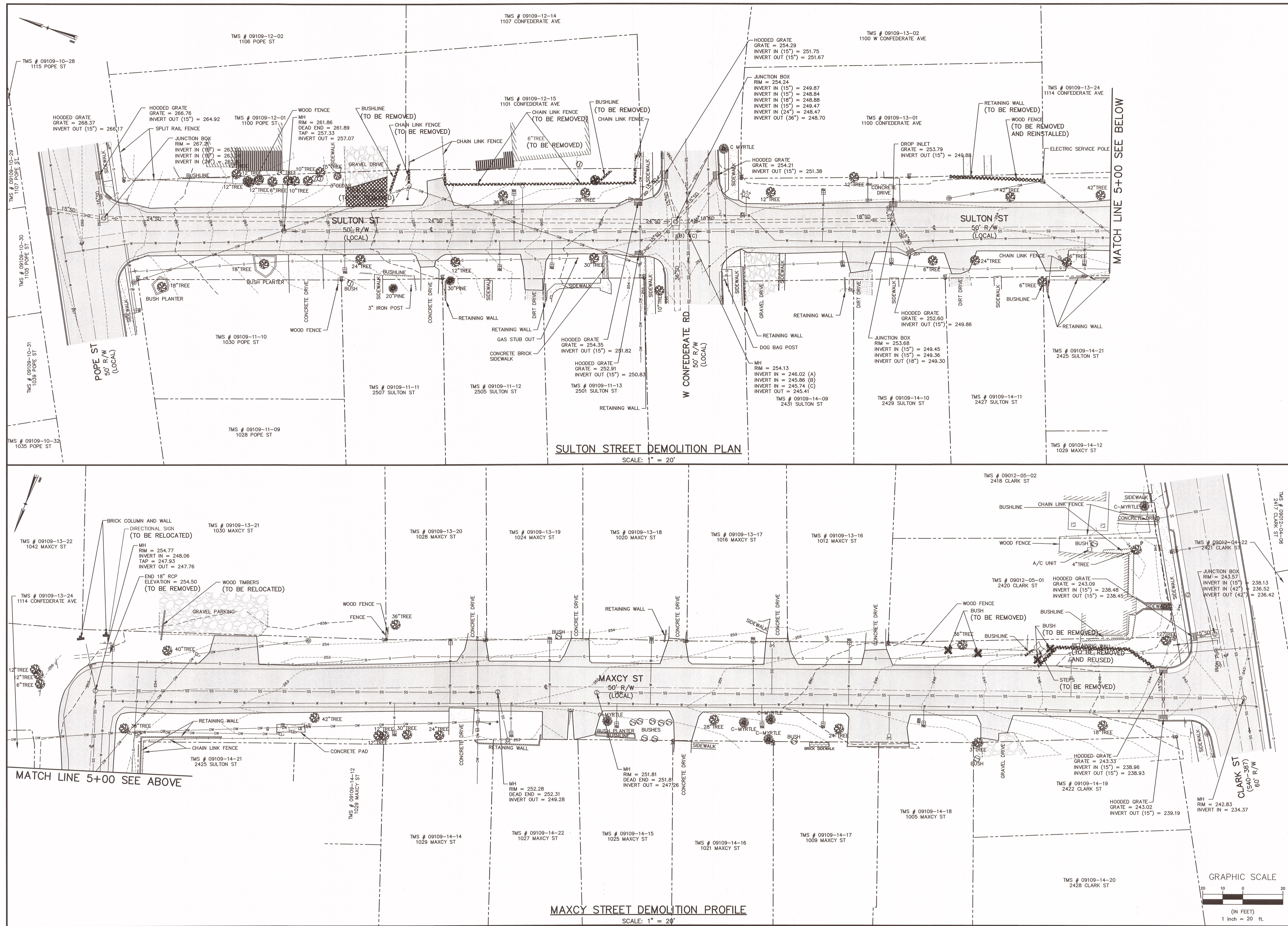
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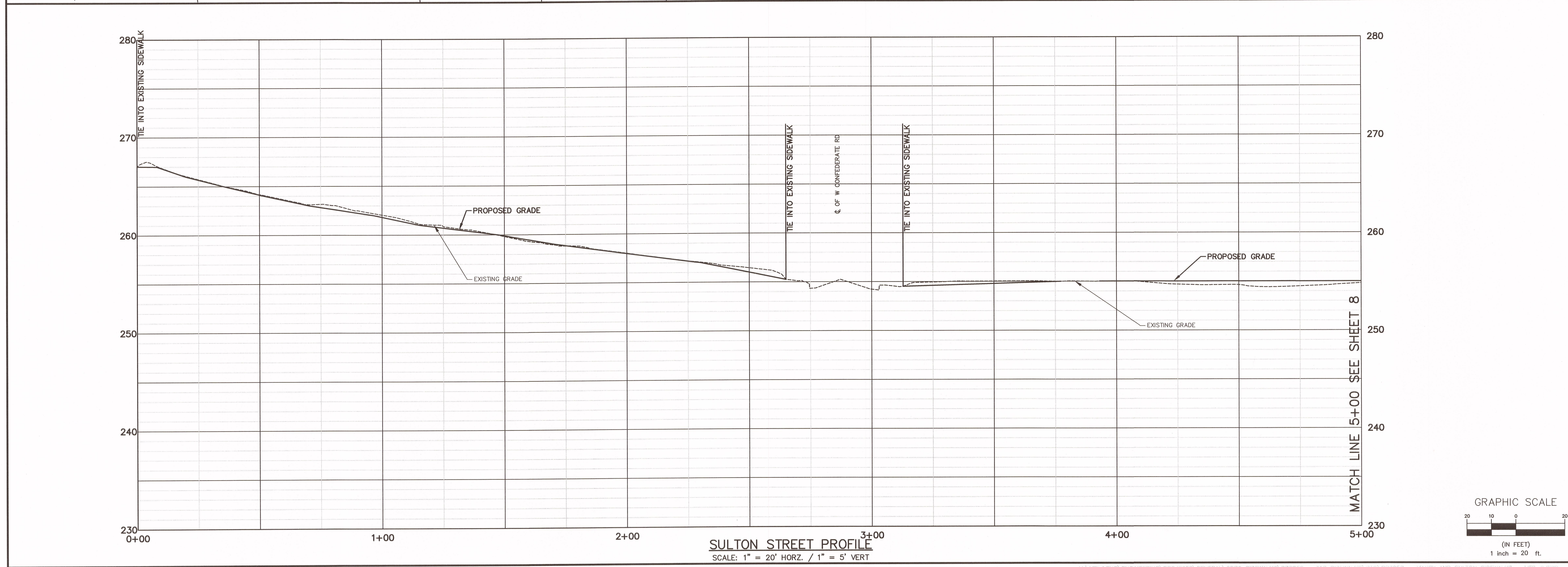
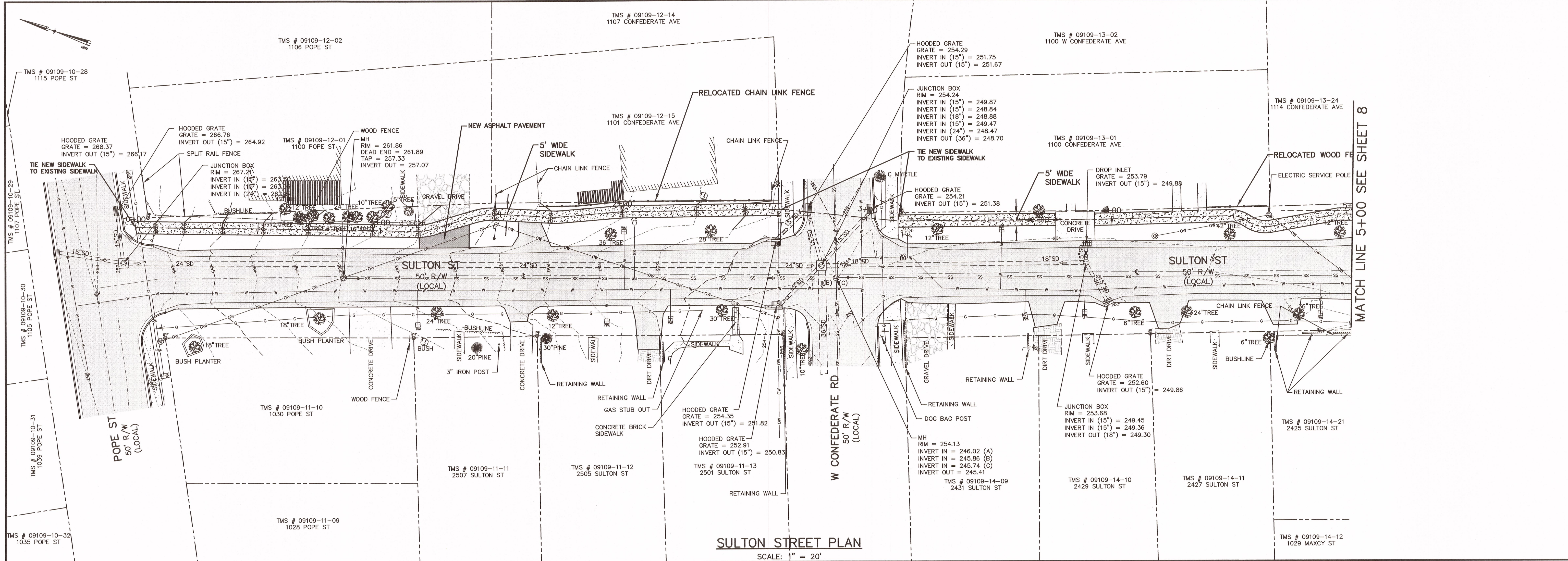
EXISTING CONDITIONS
AND DEMOLITION PLAN
SULTON AND MAXCY STREET

DRAWING INFORMATION	
DESIGNED BY:	BLG
DRAWN BY:	BLG
BOOK NO:	
DATE:	2/15/16
PROJECT NO:	SR8052

SHEET NO:
3 OF 9

Packet Pg. 119





CITY OF COLUMBIA

DEPARTMENT OF ENGINEERING
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217

APPROVED BY:

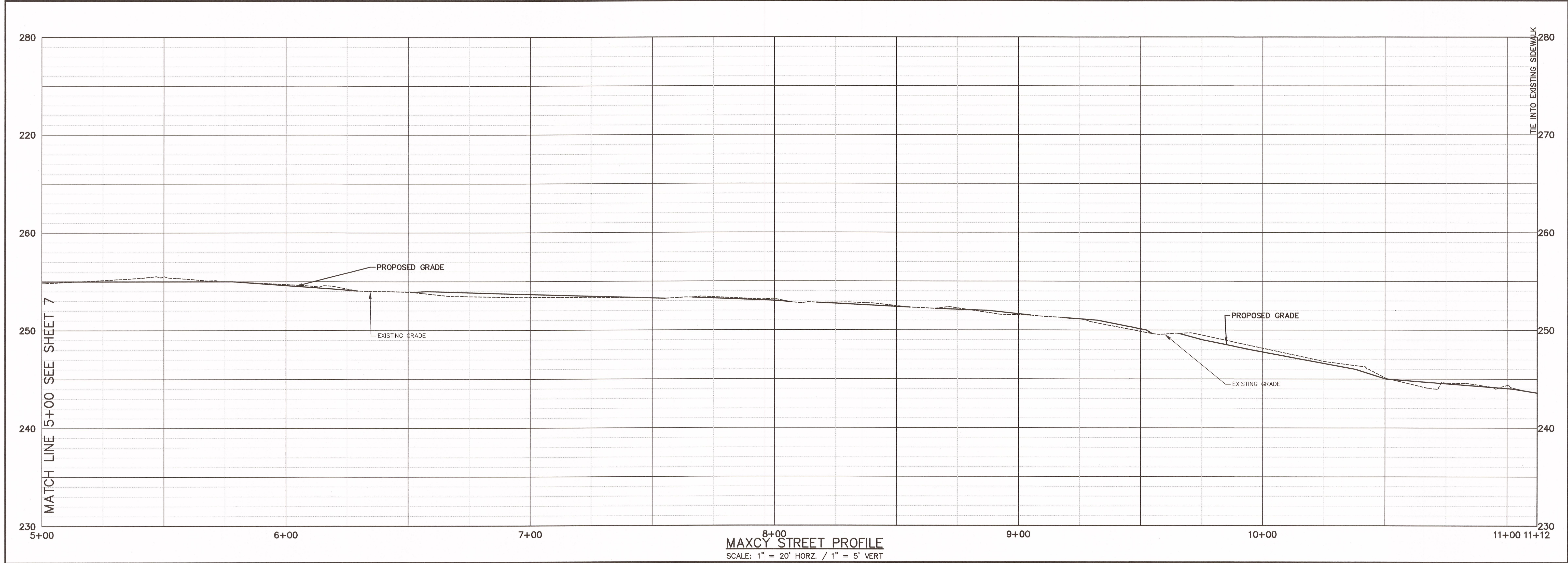
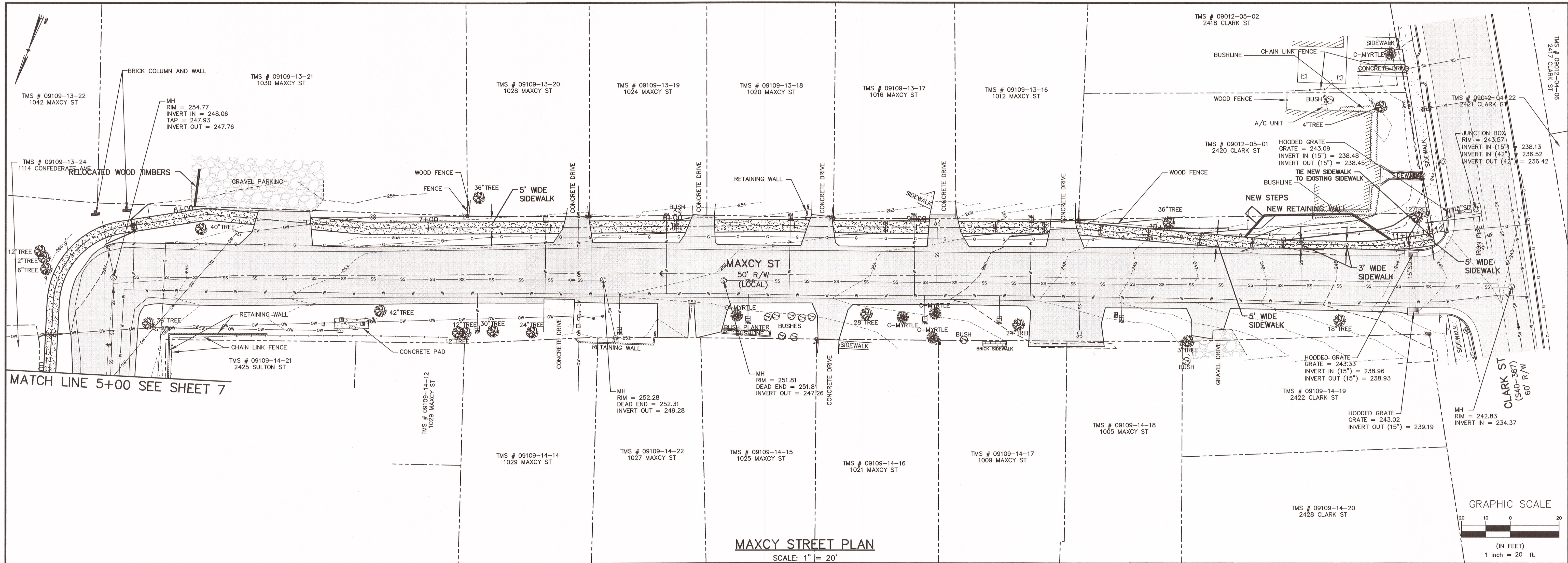
CITY ENGINEER

NO.	DATE	INITIALS	REVISION	DESCRIPTION
2	2/21/17	BLG	REMOVED MILDRED AVENUE PER CONVERSATION WITH SCOOT ON 2/17/2017	
1	2/10/17	BLG	CORRECTIONS PER SCOOT LETTER DATED 2/9/2017	

PROJECT TITLE:
5' SIDEWALK CONSTRUCTION
ALONG SULTON AND
MAXCY ROADS

SHEET TITLE:
DESIGN PLAN
SULTON STREET

DRAWING INFORMATION
DESIGNED BY: BLG
DRAWN BY: BLG
BOOK NO:
DATE: 2/15/16
PROJECT NO: SR8052
SHEET NO: 4 OF 9



CITY OF COLUMBIA

DEPARTMENT OF ENGINEERING
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217

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CITY ENGINEER

REVISION	
NO.	DESCRIPTION
1	REMOVED MILDRED AVENUE PER CONVERSATION WITH SCOOT ON 2/17/2017
2	REMOVED MILDRED AVENUE PER CONVERSATION WITH SCOOT ON 2/17/2017
3	CORRECTIONS PER SCOOT LETTER DATED 2/9/2017

PROJECT TITLE:

5' SIDEWALK CONSTRUCTION
ALONG SULTON AND
MAXCY ROADS

SHEET TITLE:

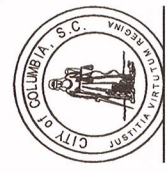
DESIGN PLAN
MAXCY STREET

DRAWING INFORMATION	
DESIGNED BY:	BLG
DRAWN BY:	BLG
BOOK NO:	
DATE:	2/15/16
PROJECT NO:	SR8052
SHEET NO:	5 OF 9

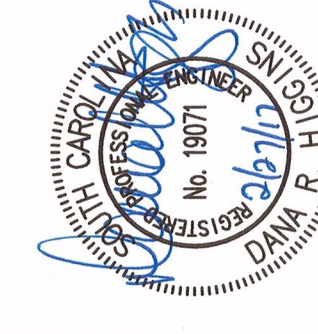
Packet Pg. 121

CITY OF COLUMBIA

DEPARTMENT OF ENGINEERING
COLUMBIA SOUTH CAROLINA 29217



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CITY ENGINEER

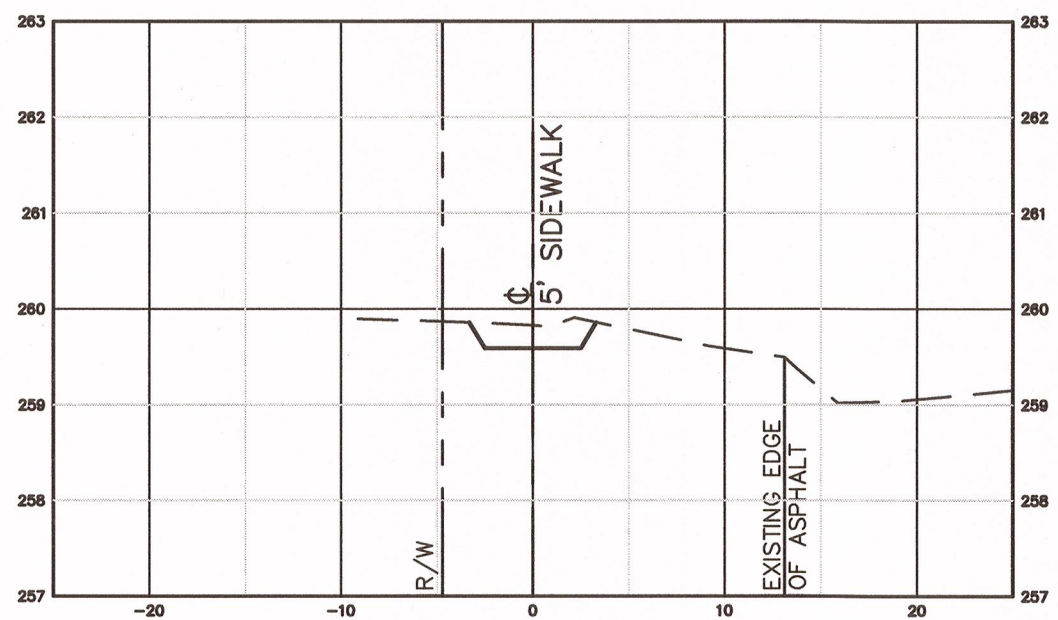
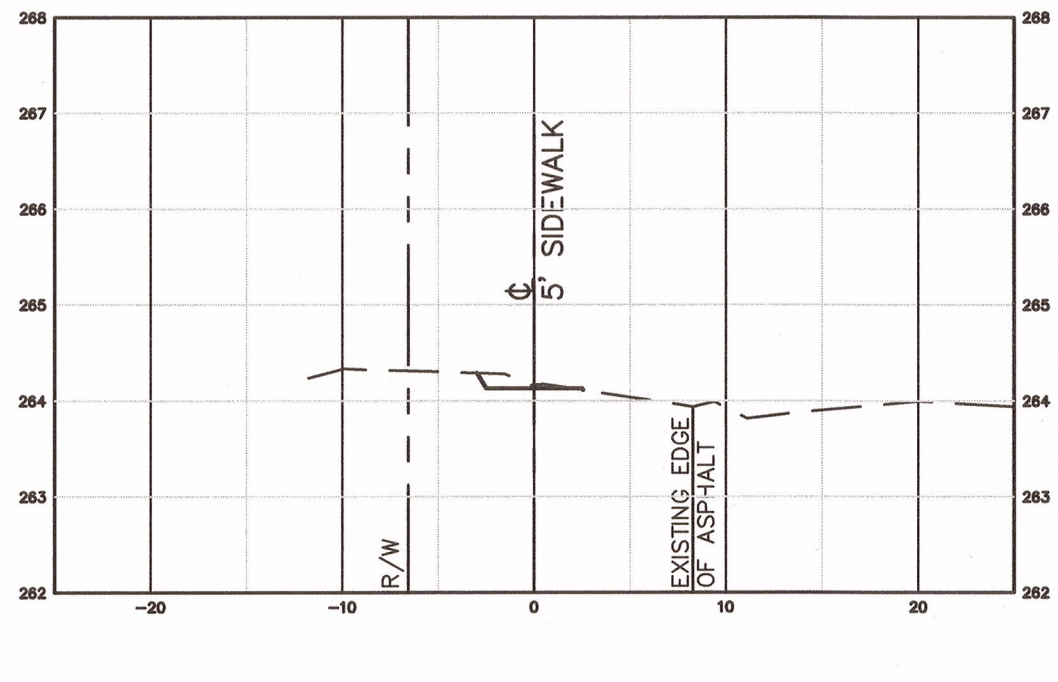
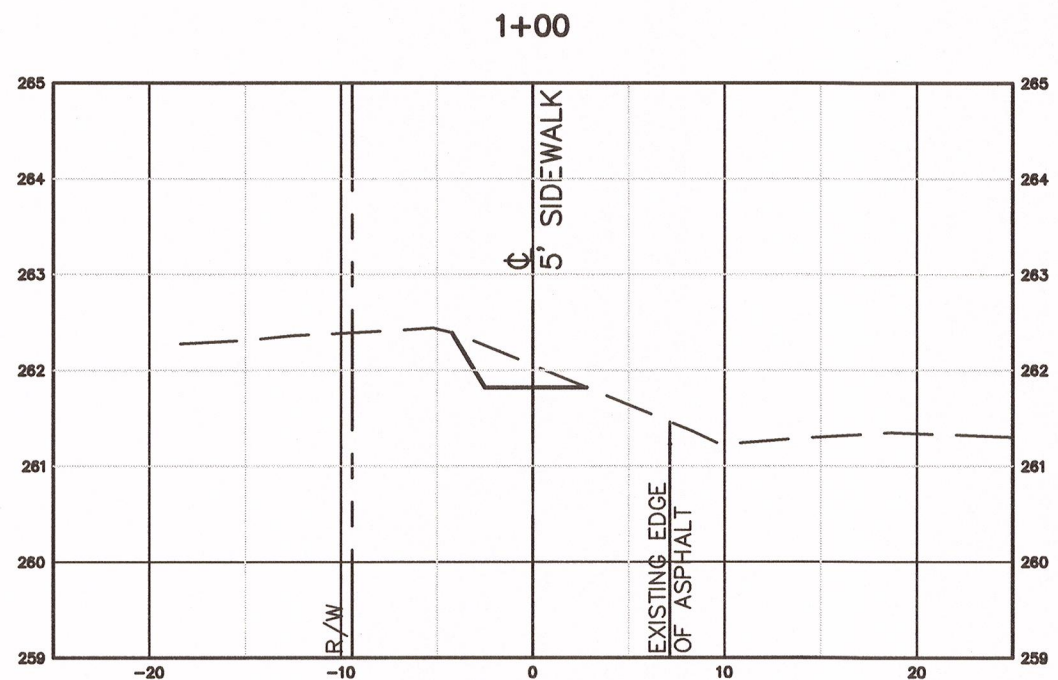
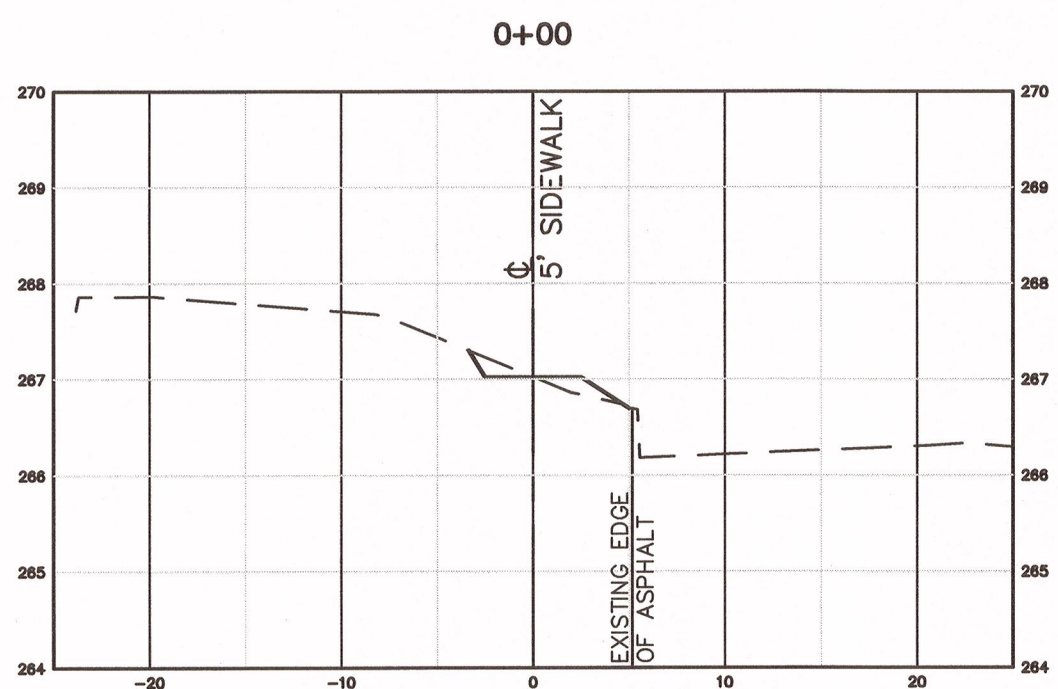
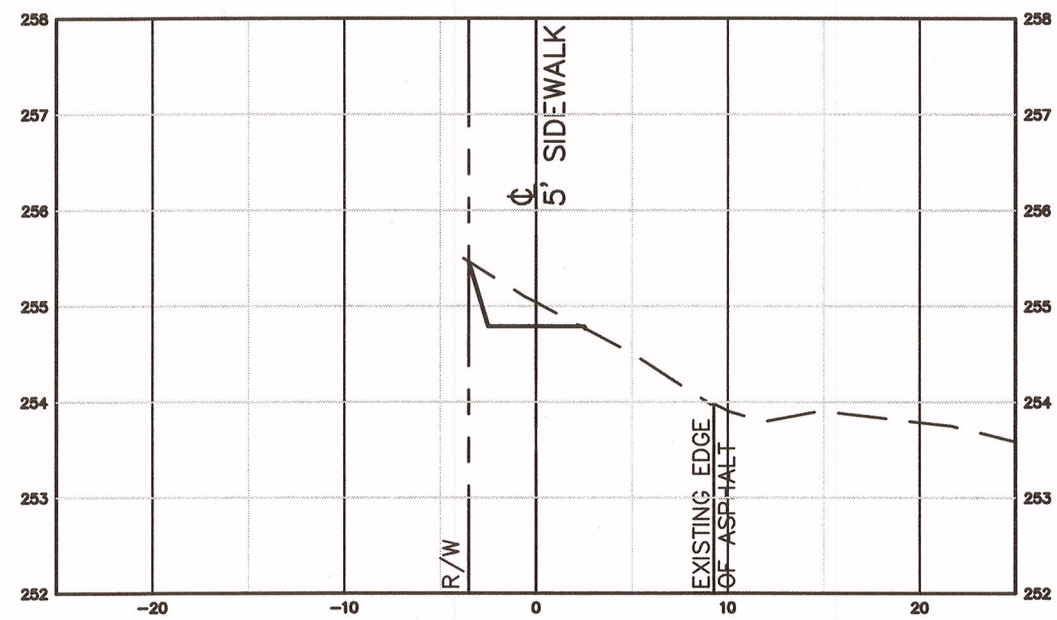
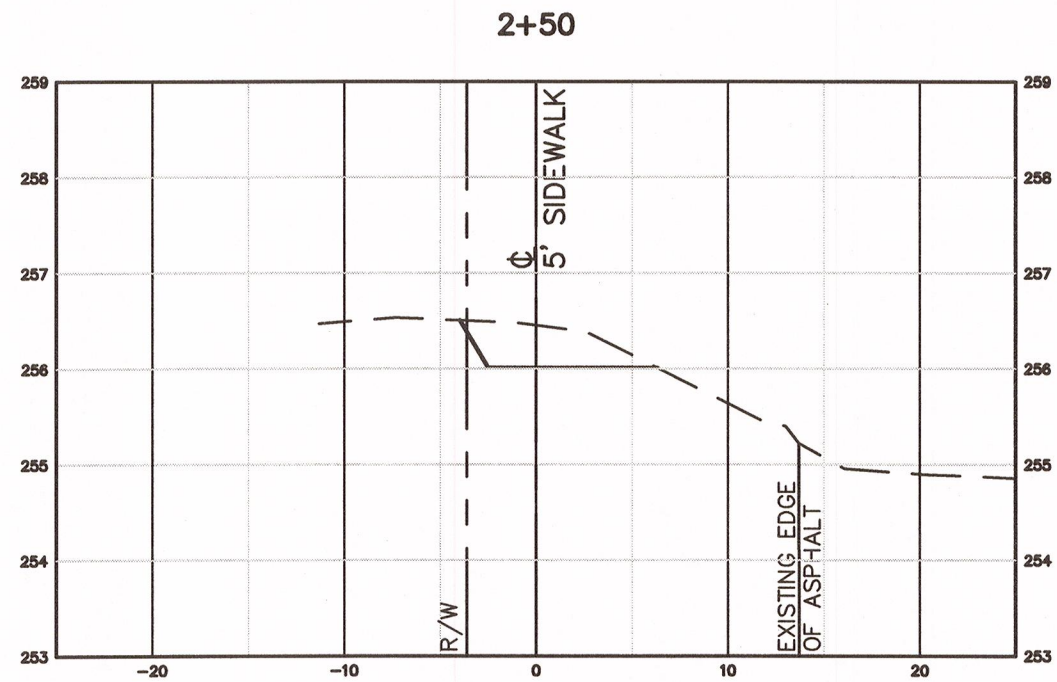
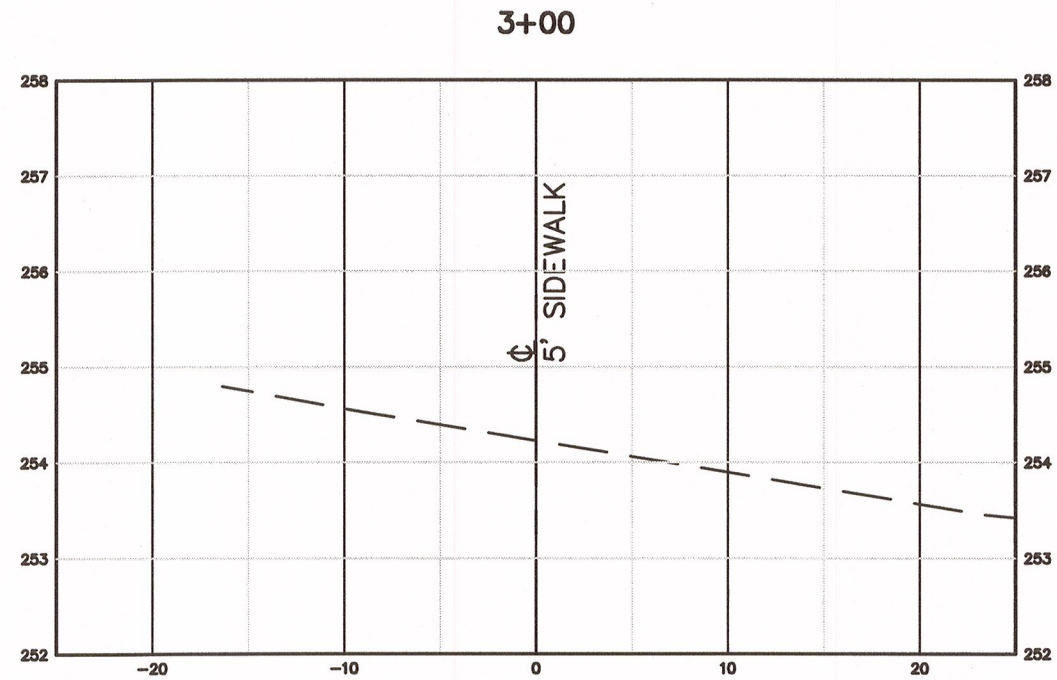
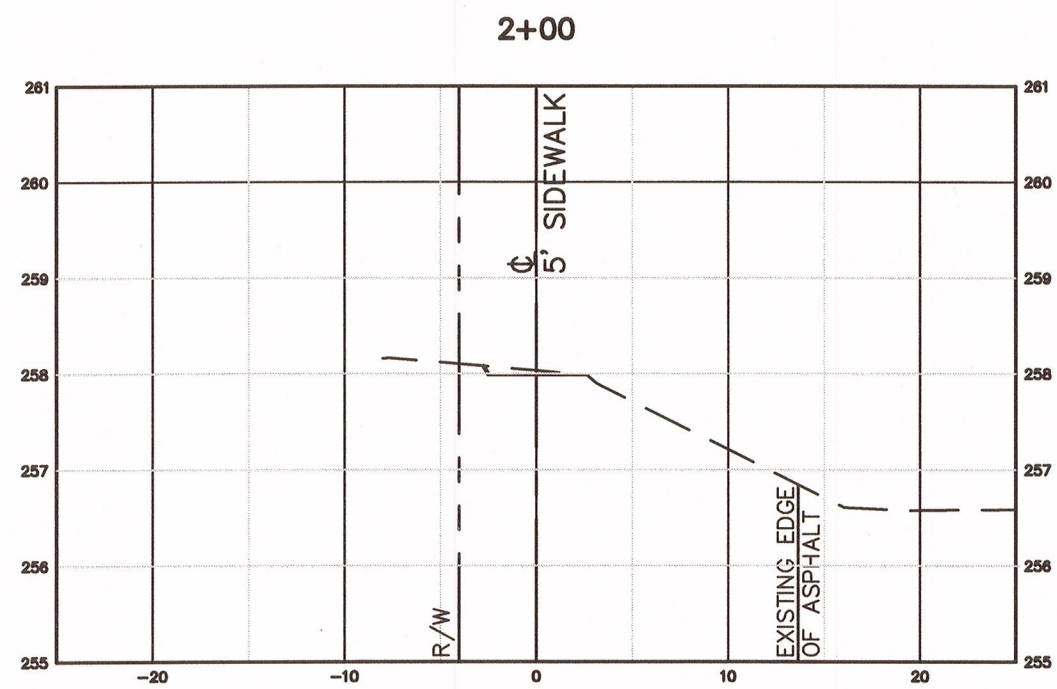
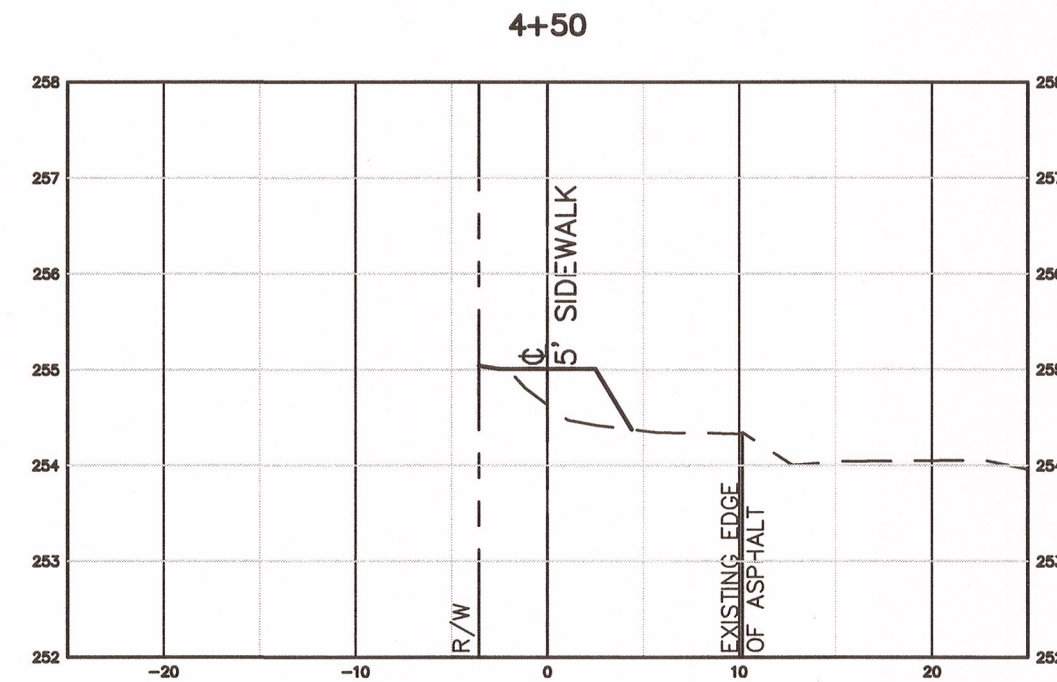
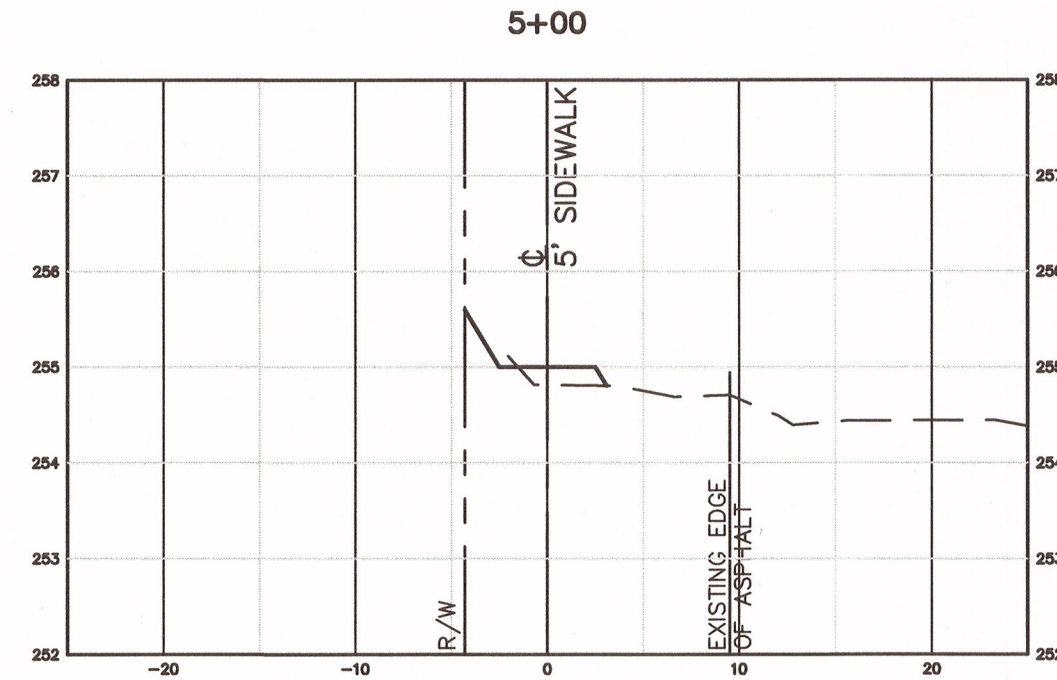
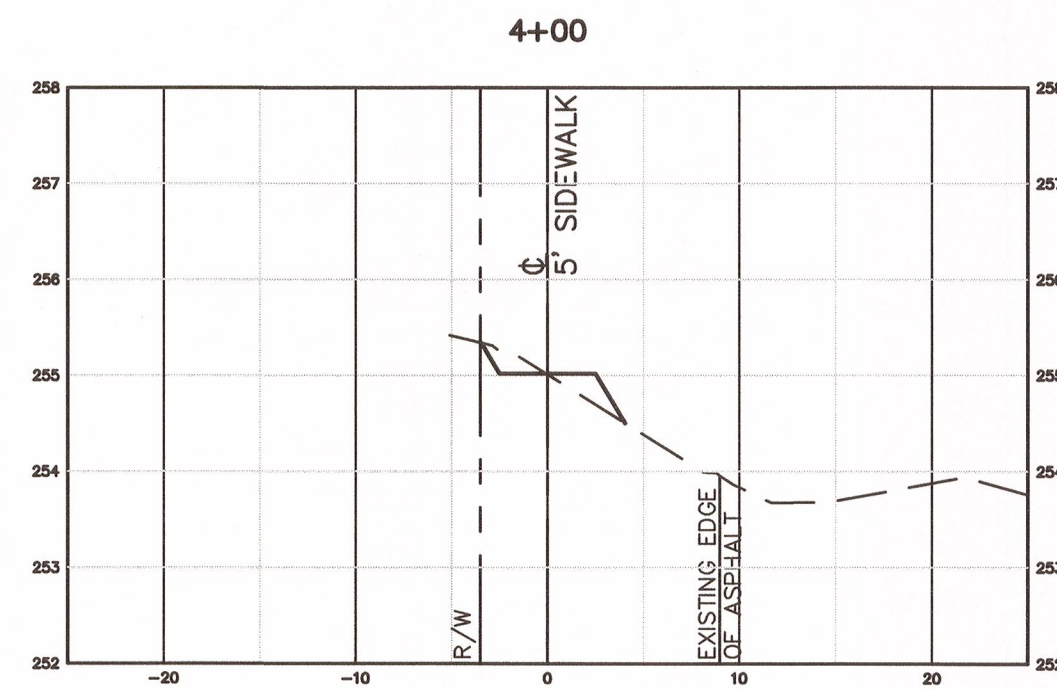
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NO.	DATE	INITIALS	
2	2/21/17	BLG	REMOVED MILDRED AVENUE PER CONVERSATION WITH SCDOT ON 2/17/2017
1	2/10/17	BLG	CORRECTIONS PER SCDOT LETTER DATED 2/9/2017

PROJECT TITLE:
5' SIDEWALK CONSTRUCTION
ALONG SULTON AND
MAXCY ROADS

SHEET TITLE:
SULTON STREET
AND MAXCY STREET
CROSS SECTIONS
STA. 0+00 TO STA. 11+12

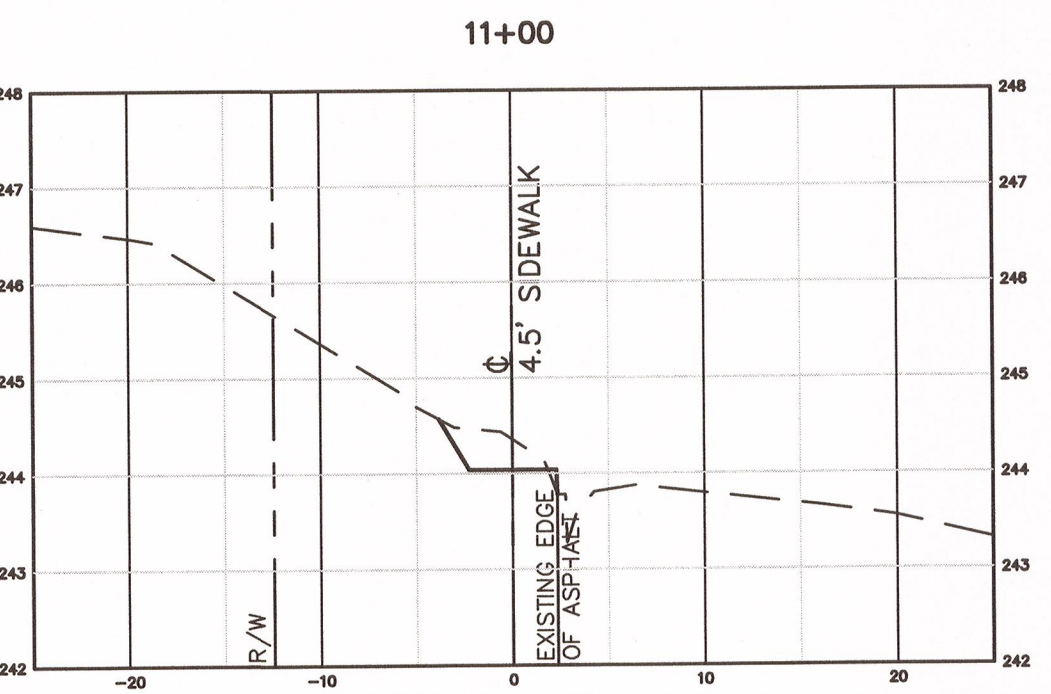
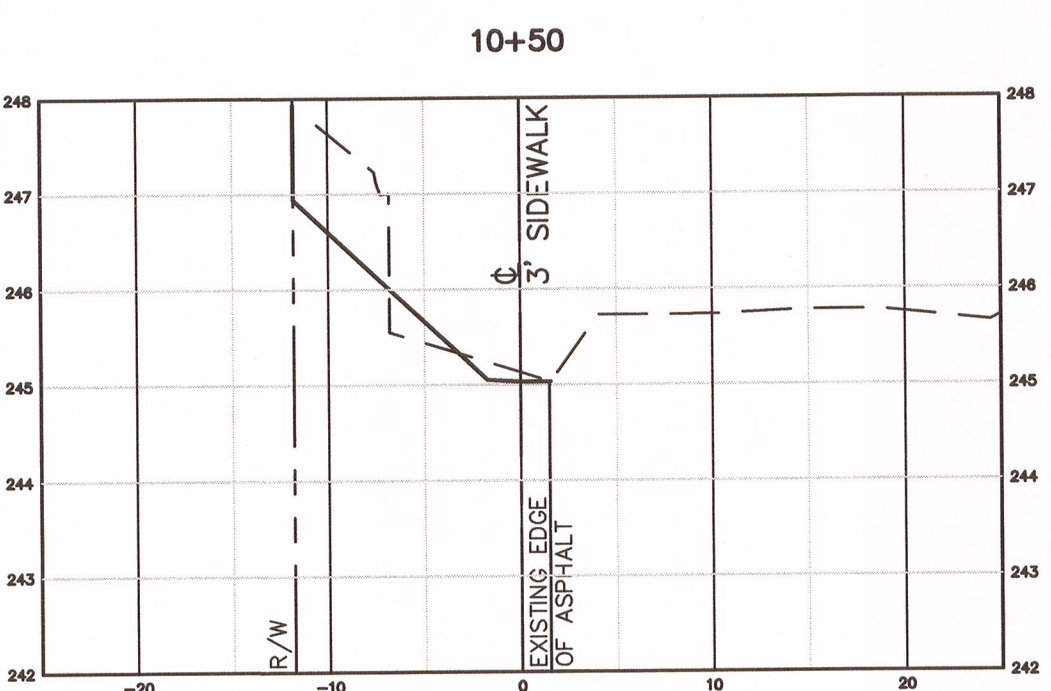
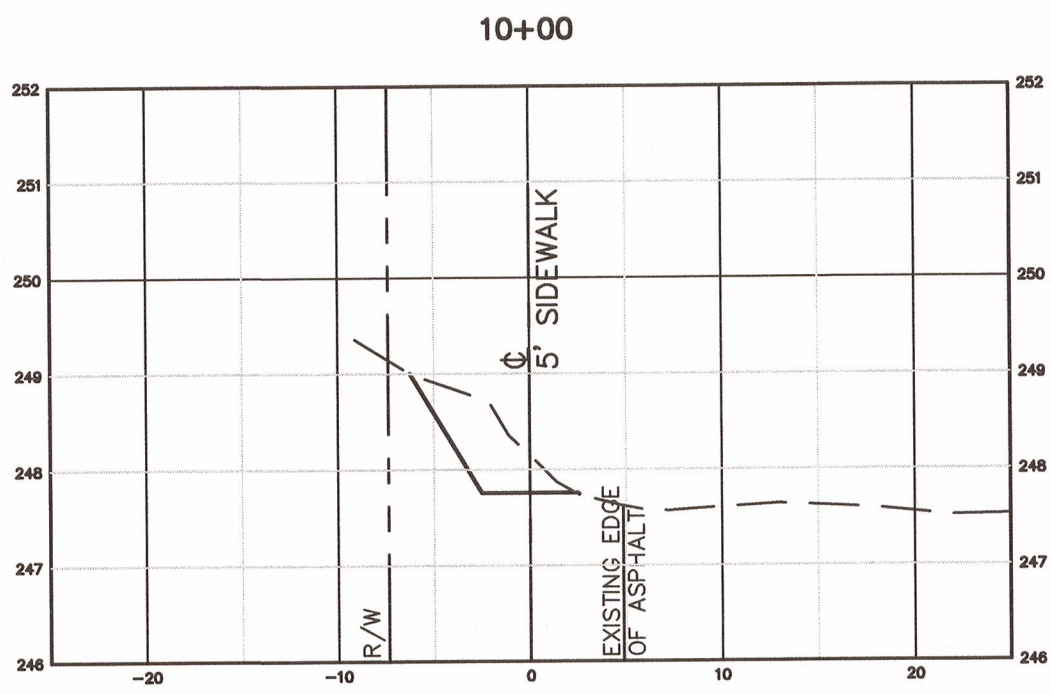
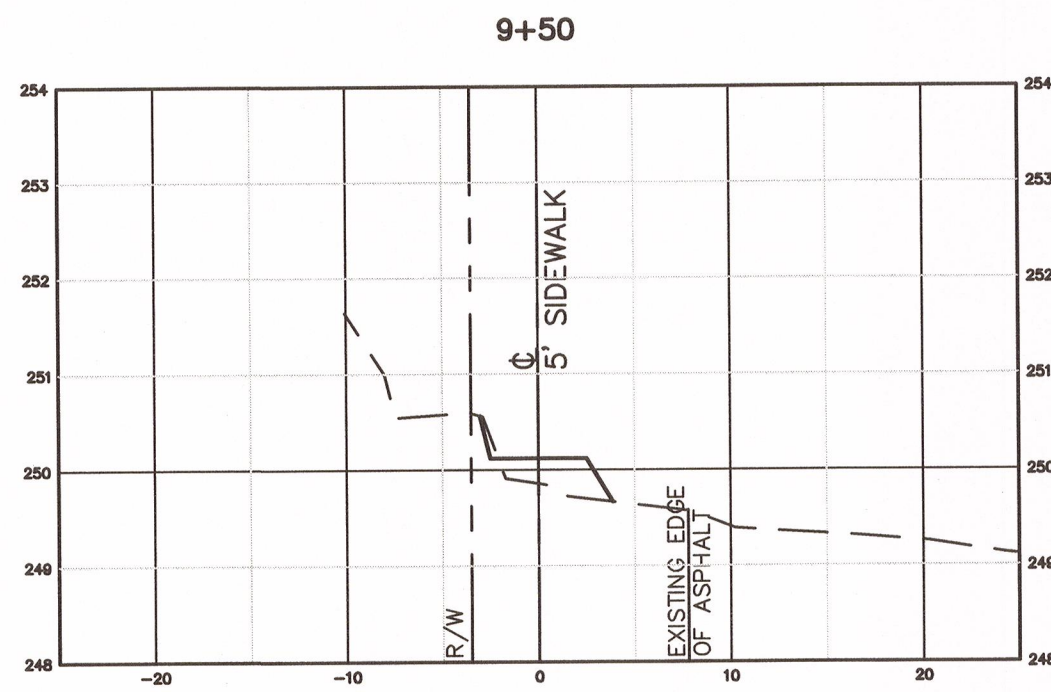
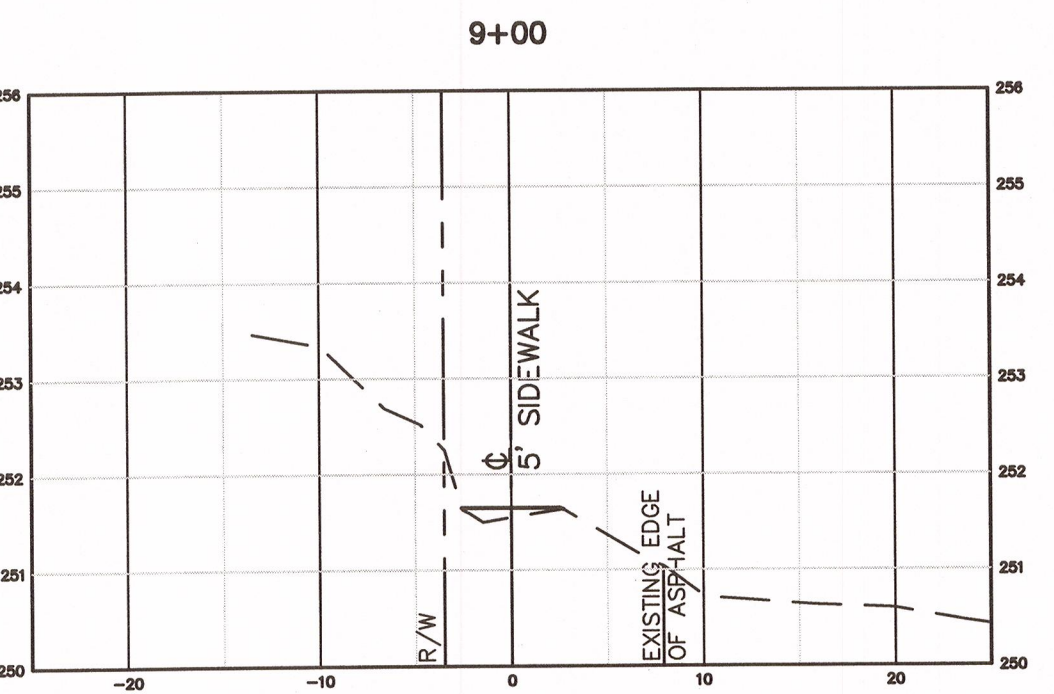
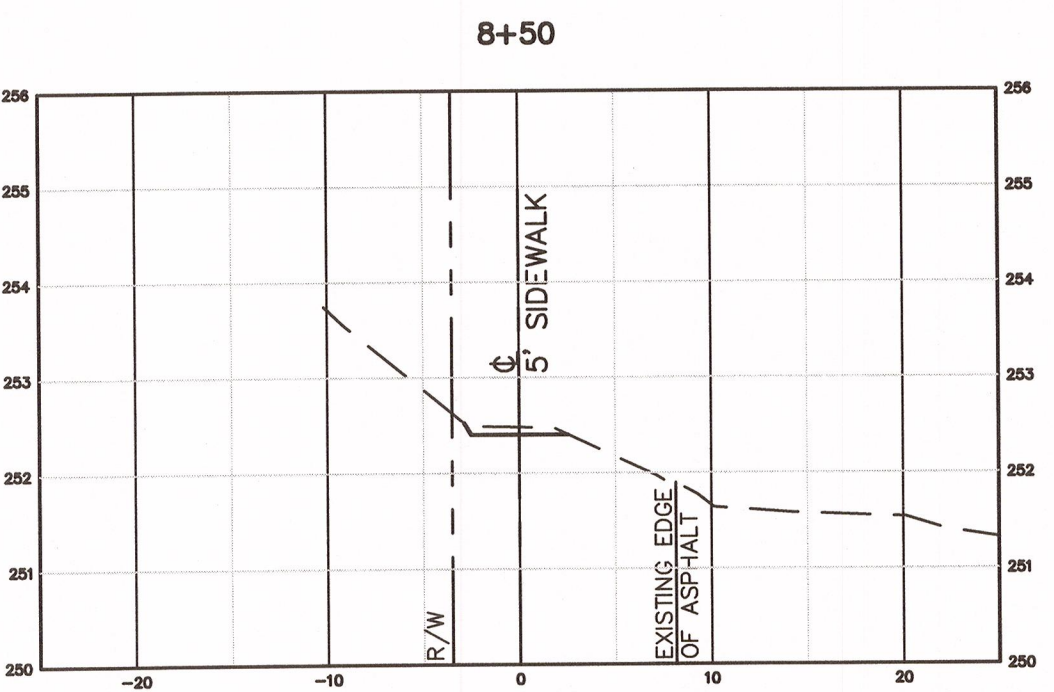
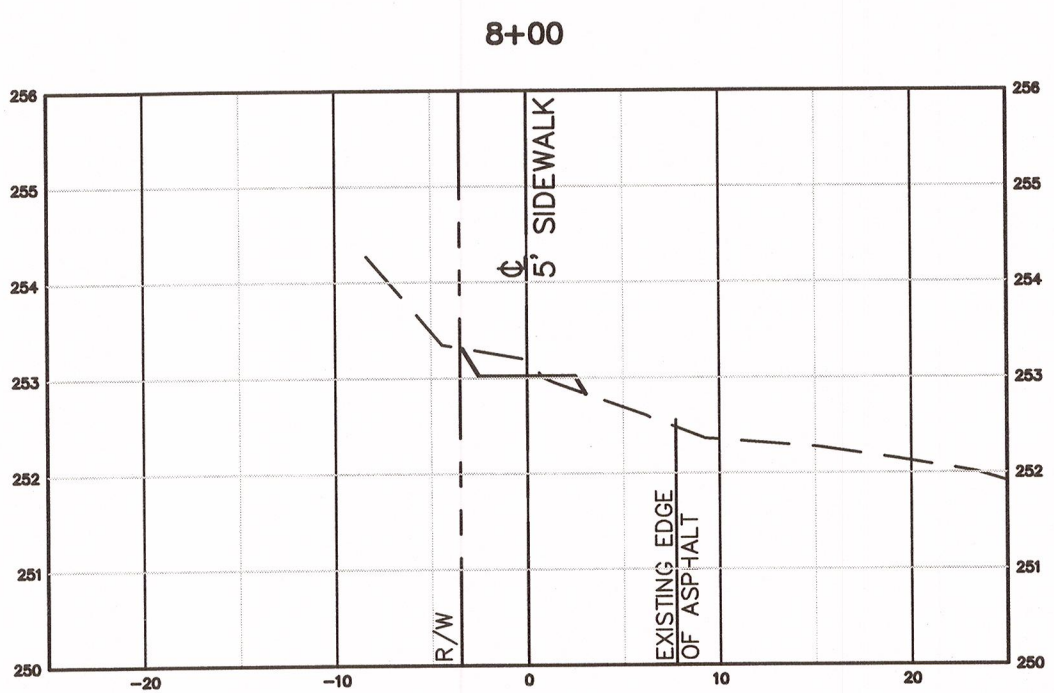
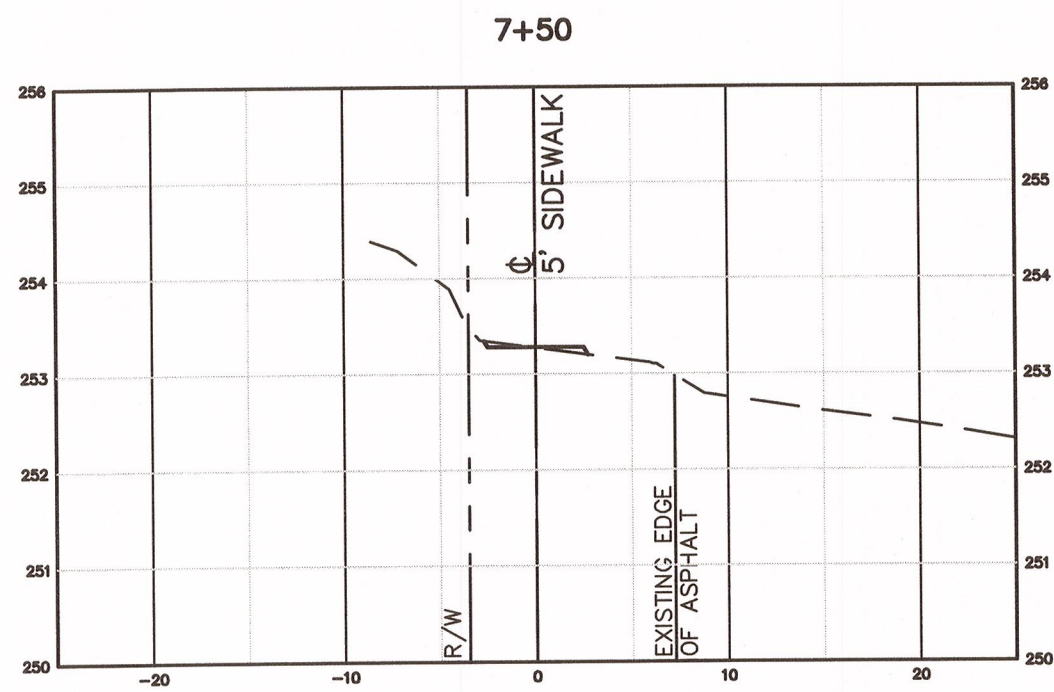
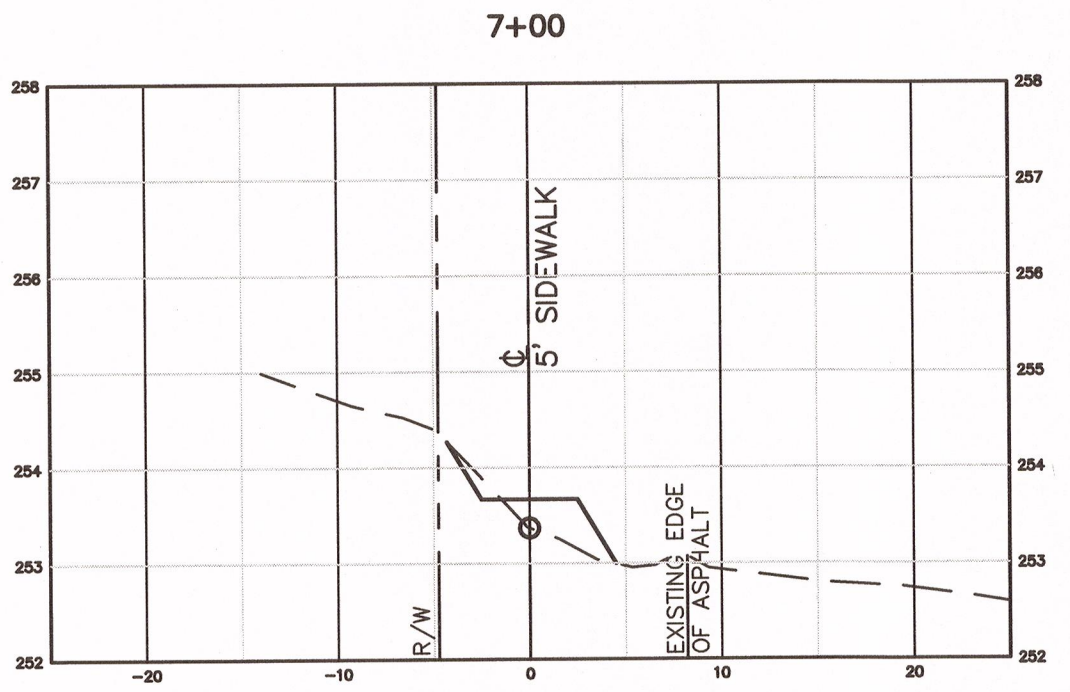
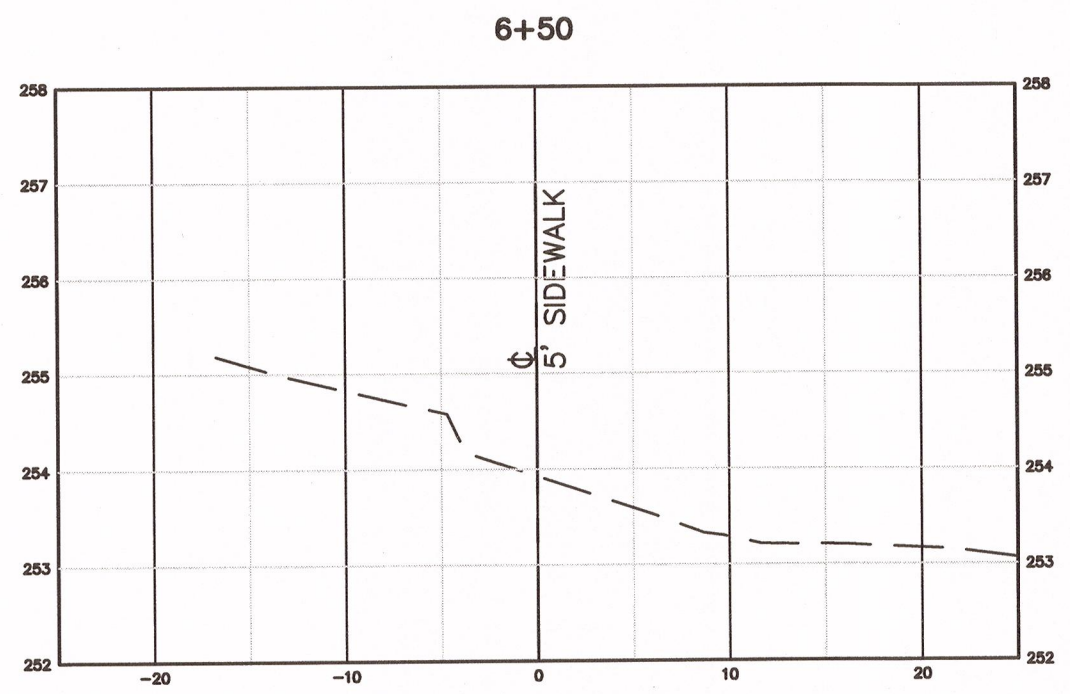
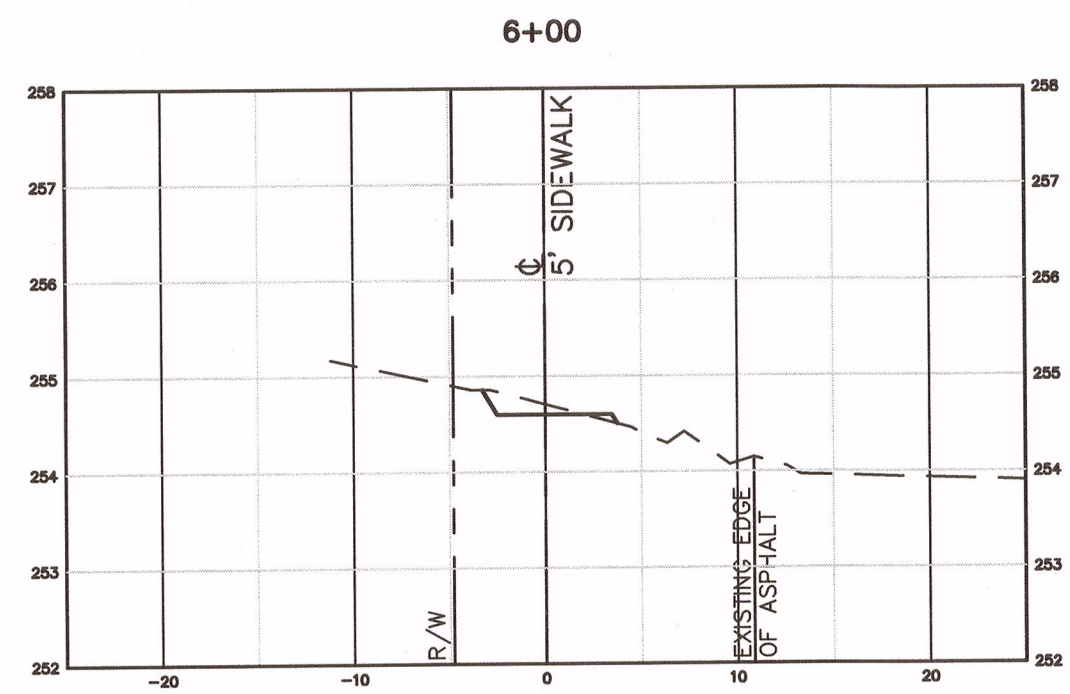
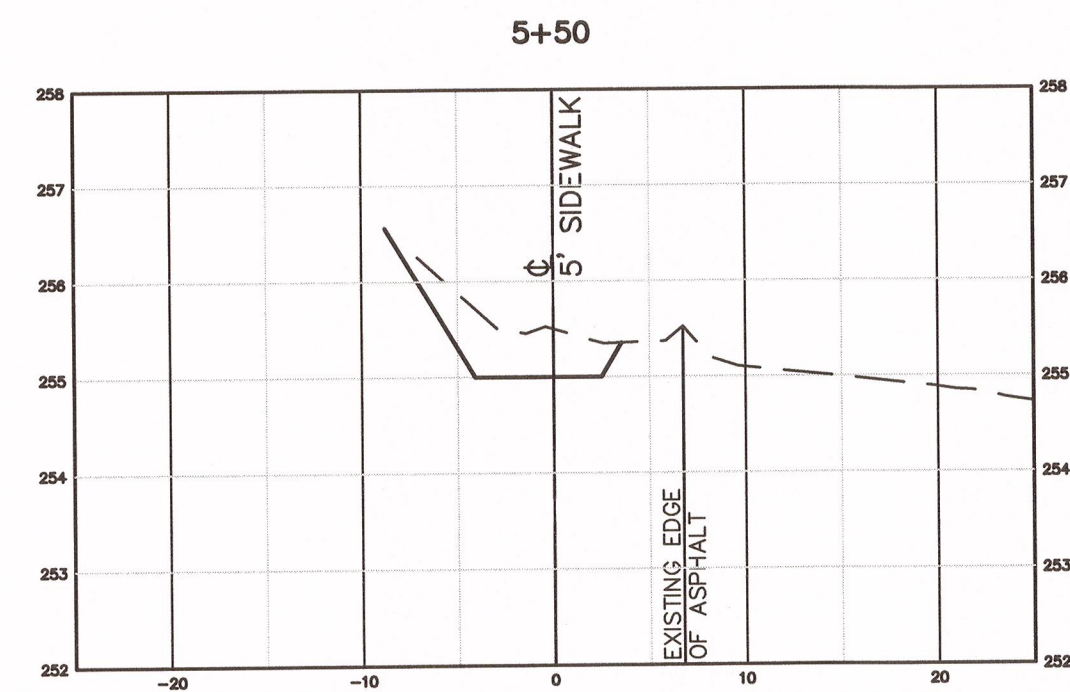
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DESIGNED BY:	BLG
DRAWN BY:	BLG
BOOK NO:	N/A
DATE:	5/4/2015
PROJECT NO:	SR8052
SHEET NO:	6 OF 9

6 OF 9



SULTON STREET CROSS SECTIONS
SCALE: 1" = 10' HORIZ. / 1" = 2' VERT

R/W



MAXCY STREET CROSS SECTIONS
SCALE: 1" = 10' HORZ. / 1" = 2' VERT

DRAWING INFORMATION	
DESIGNED BY:	BLG
DRAWN BY:	BLG
BOOK NO:	N/A
DATE:	5/4/2015
PROJECT NO:	SR8052
SHEET NO:	7 OF 9

SHEET TITLE:
SULTON STREET
AND MAXCY STREET
CROSS SECTIONS
STA. 0+00 TO STA. 11+12

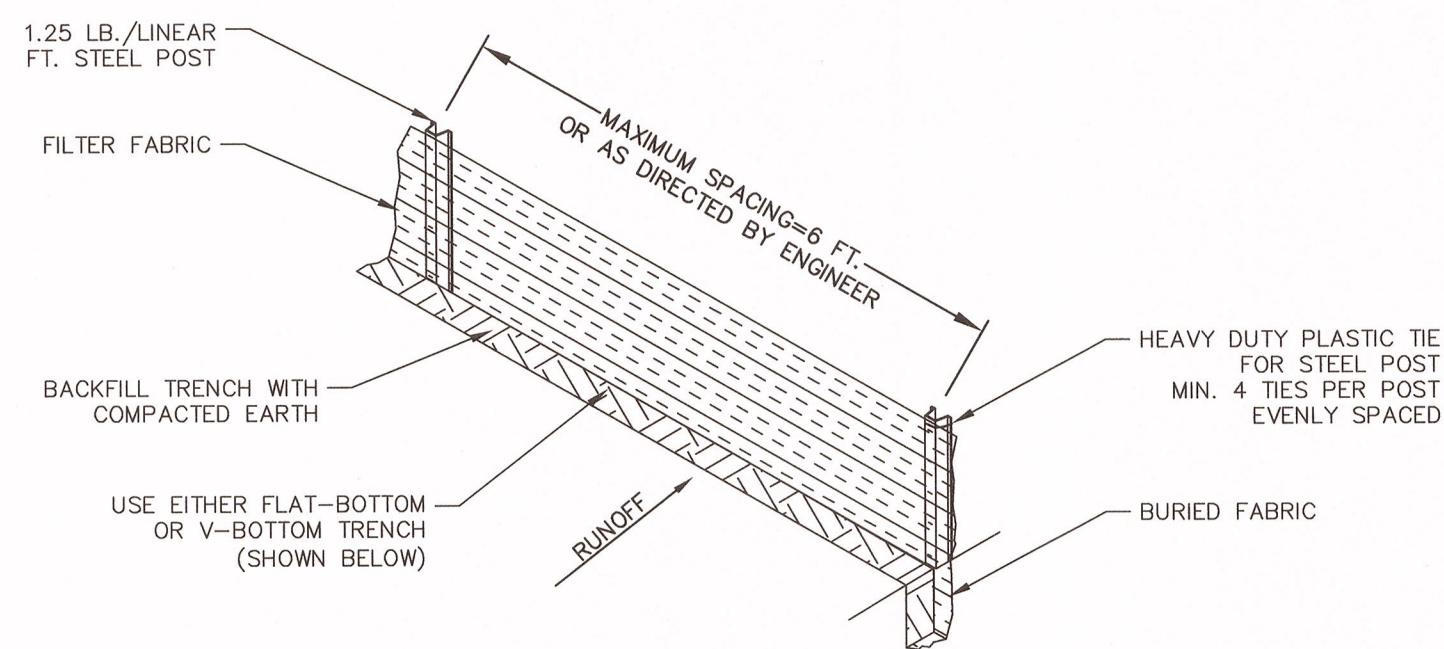
PROJECT TITLE:
5' SIDEWALK CONSTRUCTION
ALONG SULTON AND
MAXCY ROADS

REVISION		DESCRIPTION
NO.	DATE	INITIALS
1	2/10/17	BLG
2	2/21/17	BLG
		REMOVED MILDRED AVENUE PER CONVERSATION WITH
		SCDOT ON 2/17/2017
		CORRECTIONS PER SCDOT LETTER DATED 2/9/2017

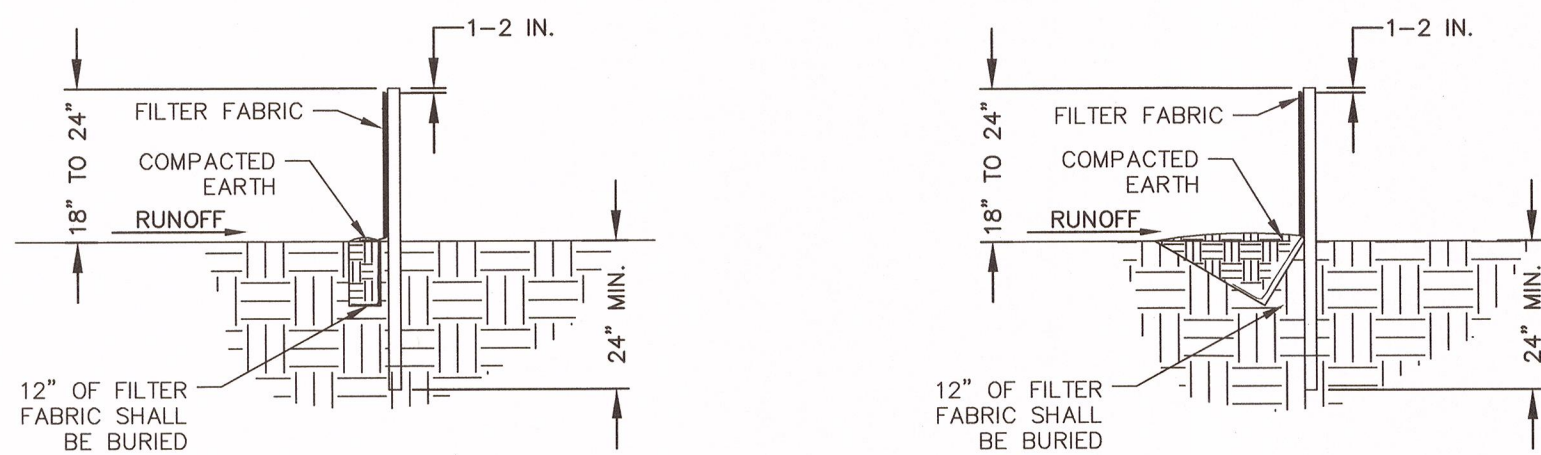
APPROVED BY:

CITY ENGINEER

CITY OF COLUMBIA
DEPARTMENT OF ENGINEERING
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217



SILT FENCE INSTALLATION DETAIL



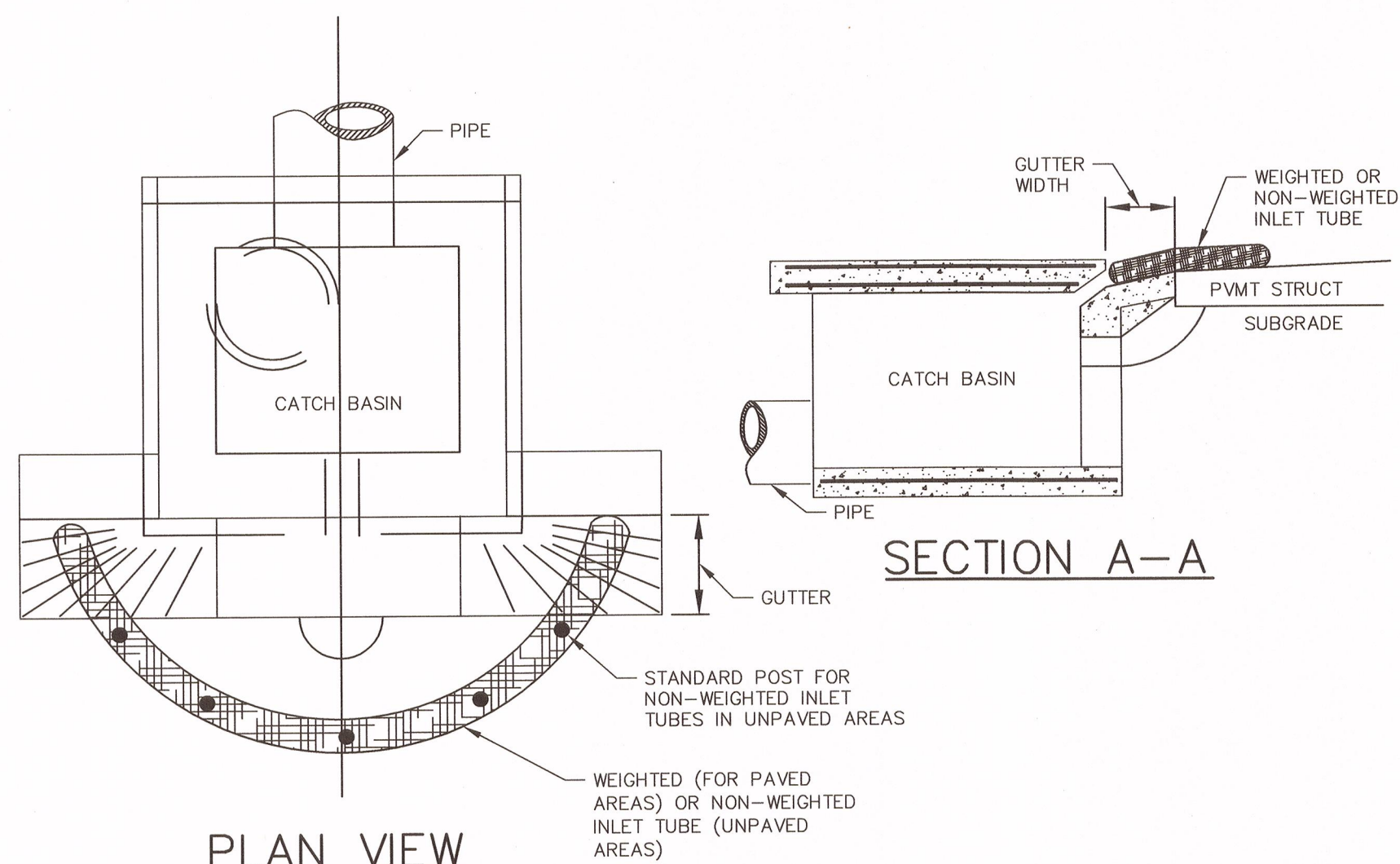
FLAT-BOTTOM TRENCH DETAIL V-SHAPED TRENCH DETAIL

STANDARD SILT FENCE DETAIL

NOT TO SCALE

NOTES:

- SILT FENCE CHECKS MUST BE LOCATED EVERY 100 FEET MAXIMUM AND AT LOW POINTS ALONG THE FENCE LINE.
- ONLY STEEL POSTS MAY BE USED. POSTS SHALL BE A MINIMUM OF 5 FEET LONG AND INSTALLED TO A MINIMUM DEPTH OF 24 INCHES WITH NO MORE THAN 3 FEET OF THE POST ABOVE GROUND. STEEL POSTS SHALL WEIGH A MINIMUM OF 1.25 POUNDS PER FOOT AND HAVE PROJECTIONS FOR FASTENING THE FABRIC TO THE POST. AT LEAST 1 TO 2 INCHES OF THE POSTS SHALL EXTEND ABOVE THE TOP OF THE FABRIC. POST SPACING WILL BE A MAXIMUM OF 6 FEET ON CENTER.
- ATTACHED FABRIC TO STEEL POSTS USING HEAVY DUTY PLASTIC TIES THAT ARE EVENLY SPACED AND PLACED IN A MANNER TO PREVENT SAGGING OR TEARING OF THE FABRIC. IN ALL CASES, TIES SHOULD BE AFFIXED IN NO LESS THAN 4 PLACES



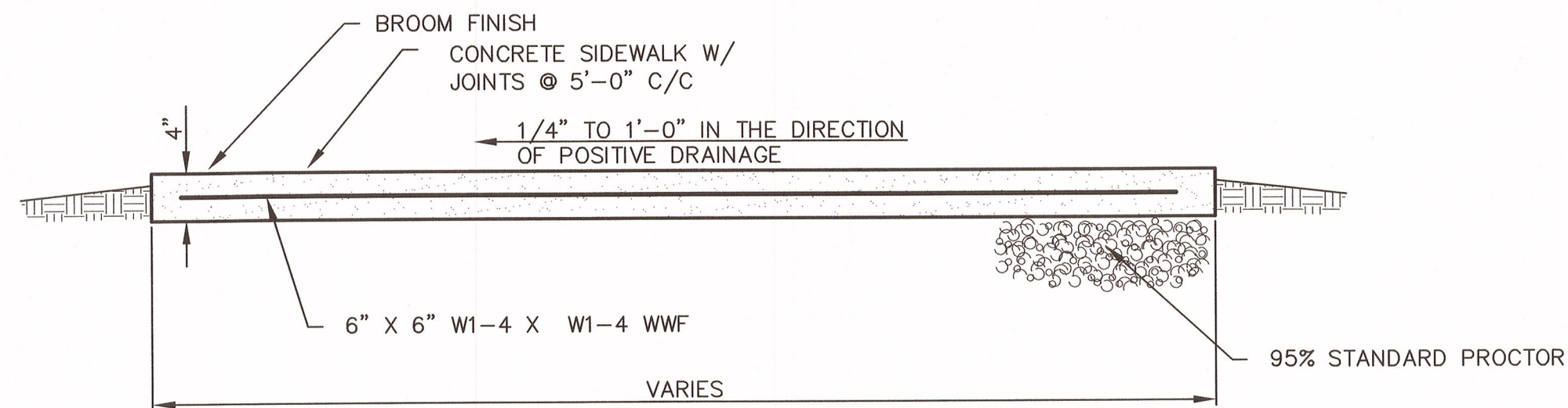
PLAN VIEW

INLET TUBE DETAIL

NOT TO SCALE

NOTES:

- DO NOT COMPLETELY BLOCK INLETS WITH WEIGHTED INLET TUBES.
- INSTALL WEIGHTED INLET TUBES LYING FLAT ON THE GROUND, WITH NO GAPS BETWEEN THE UNDER LAYING SURFACE AND THE INLET TUBE. DO NOT STACK INLET TUBES ON TOP OF ONE ANOTHER.
- INSTALL WEIGHTED INLET TUBES IN SUCH A MANNER THAT ALL OVERFLOW OR OVERTOPPING WATER HAS THE ABILITY TO ENTER THE INLET UNOBSTRUCTED.
- REPLACE INLET TUBES DAMAGED DURING INSTALLATION AS DIRECTED BY THE INSPECTOR OR MANUFACTURER'S REPRESENTATIVE AT THE CONTRACTOR'S EXPENSE.
- INLET TUBES MAY BE TEMPORARILY REMOVED DURING CONSTRUCTION AS NEEDED.



CONCRETE SIDEWALK SECTION

NOT TO SCALE

EROSION & SEDIMENT CONTROL STANDARD NOTES

- IF NECESSARY, SLOPES, WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDROSEEDING. IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.
- STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATE BELOW.
 - WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
 - WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED AND EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
- ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS. IF SITE INSPECTIONS IDENTIFY BMPs THAT ARE DAMAGED OR ARE NOT OPERATING EFFECTIVELY, MAINTENANCE MUST BE PERFORMED AS SOON AS PRACTICABLE OR AS REASONABLY POSSIBLE AND BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE.
- PROVIDE AND INSTALL SILT FENCE AND/OR OTHER SEDIMENT AND EROSION CONTROL DEVICES, AS REQUIRED, TO CONTROL SOIL EROSION AND SEDIMENTATION DURING CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED IMMEDIATELY AFTER THE UTILITY INSTALLATION.
- IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE. ONGOING INSPECTIONS SHALL BE CONDUCTED IN ORDER TO IDENTIFY ANY MALFUNCTIONS OR OPERATION OF THE EQUIPMENT. COLLECTED MATERIALS MUST BE DISPOSED OF PROPERLY.
- ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED AND PROPERLY DISPOSED OF ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
- THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO THE PAVED ROADWAY CONSTRUCTION AREAS. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS REQUIRED.
- TEMPORARY DIVERSION BERMS AND/OR DITCHES SHALL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM SLOPE RUNOFF AND/OR TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
- ALL DISTURBED AREAS NOT PAVED SHALL BE GRASSED. USE TEMPORARY PLANT COVER, MULCHING, AND/OR STRUCTURES TO CONTROL RUNOFF AND PROTECT AREAS SUBJECT TO EROSION DURING CONSTRUCTION.
- THE CONTRACTOR SHALL PROVIDE RIP-RAP OR STONE STABILIZATION AT POINTS OF DISCHARGE DURING FIRE HYDRANT TESTING.
- ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE SHALL BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CAN'T BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS.
- LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.

INSPECTION & MAINTENANCE

- INSPECT SILT FENCE AND INLET FILTERS TO ENSURE PROPER INSTALLATION ONCE EVERY SEVEN (7) CALENDAR DAYS. CHECK INTEGRITY OF FENCE FOR EROSION BENEATH THE SEDIMENT AND EROSION CONTROL DEVICES, SAGGING OR COLLAPSED DEVICES. MAKE NEEDED REPAIRS IMMEDIATELY.
- SHOULD THE FABRIC ON A SILT FENCE DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO STABILIZATION OF THE CONSTRUCTION SITE, THE FABRIC SHALL BE REPLACED PROMPTLY. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN THEY REACH APPROXIMATELY ONE-THIRD THE HEIGHT OF THE SILT FENCE OR FILTER FABRIC.

CONSTRUCTION SEQUENCE

ITEMS MUST OCCUR IN THE ORDER LISTED;
ITEMS CANNOT OCCUR CONCURRENTLY UNLESS SPECIFICALLY NOTED.

- RECEIVE PERMIT COVERAGE FROM CITY OF COLUMBIA AND NPDES COVERAGE FROM SCDHEC.
- PRE-CONSTRUCTION MEETING (ON-SITE IF MORE THAN 5,000 SQ. FT. ARE DISTURBED AND THE PROJECT IS NON-LINEAR).
- NOTIFY CITY OF COLUMBIA STORM WATER MANAGEMENT (803) 545-3186 AT LEAST 2 DAYS PRIOR TO BEGINNING LAND DISTURBANCE.
- INSTALLATION OF CONSTRUCTION ENTRANCE(S) AS APPLICABLE.
- CLEARING AND GRUBBING ONLY AS NECESSARY FOR INSTALLATION OF PERIMETER CONTROLS.
- INSTALLATION OF PERIMETER CONTROLS (E.G. SILT FENCE) AS APPLICABLE.
- CLEARING AND GRUBBING OF SITE OR DEMOLITION (SEDIMENT AND EROSION CONTROL MEASURES FOR THESE AREAS MUST ALREADY BE INSTALLED).
- FINE GRADING, PAVING, ETC.
- PERMANENT/FINAL STABILIZATION.
- REMOVAL OF TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES AFTER ENTIRE AREA DRAINING TO THE STRUCTURE IS FINALLY STABILIZED (IT IS RECOMMENDED THAT THE PROJECT OWNER/OPERATOR HAVE THE SWPPP PREPARER OR REGISTRATION EQUIVALENT APPROVE THE REMOVAL OF TEMPORARY STRUCTURES).
- SUBMIT NOTICE OF TERMINATION (NOT) TO CITY OF COLUMBIA STORM WATER MANAGEMENT AS APPROPRIATE.

- NOTE: IF NPDES COVERAGE IS BEING ISSUED AFTER LAND-DISTURBING ACTIVITIES HAVE ALREADY STARTED (E.G. IN RESPONSE TO A NOTICE TO COMPLY, NOTICE OF VIOLATION, OR ENFORCEMENT ACTION), THEN THE CONSTRUCTION SEQUENCE MUST SPECIFICALLY INDICATE THE ITEMS THAT HAVE ALREADY OCCURRED AND THE ITEMS THAT WILL BE OCCURRING AFTER NPDES COVERAGE IS ISSUED.
- NOTE: INSTALLATION OF SOME PERMANENT WATER QUALITY DEVICES SHOULD OCCUR AFTER THE SITE IS STABILIZED; INCLUDE THIS IN THE SEQUENCE. CLEANOUT OF OTHER WATER QUALITY DEVICES THAT WERE USED DURING CONSTRUCTION SHOULD OCCUR AFTER SITE STABILIZATION.
- NOTE: MAINTENANCE OF SEDIMENT AND EROSION CONTROL MEASURES MUST CONTINUE UNTIL THE SITE IS PERMANENTLY STABILIZED AND/OR UNTIL THE CONTROLS ARE REMOVED.

DESIGNER'S CERTIFICATION

"I HEREBY CERTIFY THAT THIS PLAN IS DESIGNED TO CONTAIN SOIL ON THE PROPERTY CONCERNED TO THE MAXIMUM EXTENT, TO PROVIDE FOR THE PROTECTION OF THE PROPERTY AND THE PROPOSED IMPROVEMENTS THEREON FROM THE EFFECTS OF FLOODING, TO PROVIDE FOR THE CONTROL OF THE RUNOFF FROM THE PROPERTY, AND THAT ALL THE PROVISIONS FOR SEDIMENT CONTROL AND STORM DRAINAGE ARE IN ACCORDANCE WITH THE STORMWATER MANAGEMENT AND SEDIMENT CONTROL ORDINANCE FOR CITY OF COLUMBIA, SOUTH CAROLINA."

DATE 2/27/17 Donald H. Hagan REGISTERED ENGINEER NAME

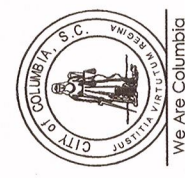
APPLICANT'S CERTIFICATION

"I (WE) HEREBY CERTIFY THAT ALL CLEARING, GRADING, CONSTRUCTION, AND/OR DEVELOPMENT WILL BE DONE PURSUANT TO THIS PLAN, AND I (WE) ARE RESPONSIBLE FOR THE LAND DISTURBANCE AND RELATED MAINTENANCE THEREOF. CITY OF COLUMBIA AND SCDHEC AUTHORITIES WILL BE ALLOWED TO ENTER THE PROJECT SITE FOR THE PURPOSE OF ON-SITE INSPECTIONS."

DATE 2/27/17 Donald H. Hagan OWNER/PERMIT APPLICANT

CITY OF COLUMBIA

DEPARTMENT OF ENGINEERING
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217



APPROVED BY:



CITY ENGINEER

NO.	DATE	INITIALS	REVISION	DESCRIPTION
3	2/21/17	BLG	REMOVED MILDRED AVENUE PER CONVERSATION WITH SCDOT ON 2/17/2017	
2	2/14/17	BLG	CHANGED SIDEWALK FINISH	
1	2/10/17	BLG	CORRECTIONS PER SCDOT LETTER DATED 2/9/2017	

PROJECT TITLE:

5' SIDEWALK CONSTRUCTION
ALONG SULTON AND
MAXCY ROADS

SHEET TITLE:

EROSION &
SEDIMENT CONTROL &
CONSTRUCTION DETAILS

DRAWING INFORMATION	
DESIGNED BY:	BLG
DRAWN BY:	BLG
BOOK NO:	
DATE:	2/15/16
PROJECT NO:	SR8052
SHEET NO:	8 OF 9



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of a Sharples DS706 Rotating Assembly for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Sully Enterprises, as a Sole Source in the amount of \$201,477.00. This firm is located in South Jordan, UT.

REQUISITION NO.: R189644

FINANCIAL IMPACT: Funding Source: Utilities Metro Wastewater Plt-Machinery and Equipment Capital: 5516208-658300. The original budgeted amount is \$201,477.00.

ORIGINAL BUDGET: \$201,477.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Sec 2-204. (5) of the City Ordinance.. - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article:
(5) Sole source procurements.

ATTACHMENTS:

- **#a:** Sully sole source and quote (PDF)

Requisition # R189644JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Metro WWTP Division,
(1)
Sharples DS706 Rotating Assembly
(2)

as a sole source procurement from Sully Enterprises
(3)

based upon the following justifications: Currently Metro WWTP does not have a back up
(4)

centrifuge or centrifuge parts. Sully Enterprises is a provider of new and used centrifuges and
centrifuge parts. They have located this custom unit that fits our application, and they
have the exclusive right to sell to Columbia Water. This is the best option because the new custom unit would cost over
\$1 million, and if we lose our current centrifuges, it would cost over \$250,000 per month to get the solids out of the plant.

This sole source is valid through June 30, 2018Amount \$ 201,477.00

Utility Operations
Department

[Signature]
Signature of Department Head

Date

4.26.2018

[Signature]
Signature of Purchasing Agent

Date

4/26/18

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

Signature of Finance Director

Date

Signature of Asst. City Manager

Date

Signature of City Manager

Date

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

Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file. (Rev. 06/2016)

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



Sully Enterprises Inc
1222 W 10610 S
South Jordan, UT 84095
801-244-6898

April 25, 2018

Columbia Water
Metro WWTP
1200 Simon Tree Lane
Columbia, SC 29201
Ashley Dove
Maintenance Manager

Ashley,

Sully Enterprises Inc is in the business of selling new and used surplus centrifuges and centrifuge parts. As such we pride ourselves in our ability to locate and provide equipment specific to our customers needs and specific to their processes that no-one else has access to.

Currently the Sharples DS706 Rotating Assembly that we are in discussions with Ashley Dove about is a unit that we have exclusive right to sell to Columbia Water. It is a unit that rarely comes available in this condition and availability and that actually matches the specs of a customers existing machines.

We look forward to hearing back from you at your earliest convenience should you desire to purchase this unit.

Sincerely

A handwritten signature in black ink, appearing to read "G. Sullivan", with a stylized flourish at the end.

Gavin Sullivan
President
Sully Enterprises Inc
1222 W 10610 S
South Jordan, UT 84095
Cell 801-244-6898

Dove, Ashley

From: Dave Johnson <djohnson@heyward.net>
Sent: Wednesday, April 19, 2017 12:31 PM
To: Dove, Ashley
Cc: Wiman, David R; Riggs, John T; Tommy Lawson; Cathy O'Dell; Doug Wilson
Subject: Columbia, SC ~ Metro WWTP ~ Alfa Laval ~ Order No. 487031 & 487032 ~ Third Centrifuge Quote
Attachments: G3 125.pdf; G3 115.pdf; Columbia-SC-BP-LG-04142017 DS 706-ALDEC G3-T&C.pdf

Ashley,

Please find attached the proposal which includes three options for a new centrifuge that would match or exceed capacity of the existing centrifuges and that will sit within the same footprints.

Option 1 – This is the same model, DS-706, of you existing machines and this model has been replaced by the G3 models (see option 2 and 3). Alfa-Laval will still manufacturer these units but is more expensive than the newer models. Cost - \$1,500,000

Option 2 – Model G3 115 which would match the capacity of the existing centrifuges, which are rated for 220 gpm and 2,200 lbs/h of anaerobically digested sludge. This model will fit into the same footprint but the connections inlet and discharge do not match existing. Cost - \$580,000

Option 3 – Model G3 125 which would exceed the capacities of the existing centrifuges and still sit within the same general foot print but the connections inlet and discharge do not match existing. The G3 125 has a capacity of 400 gpm and 4,000 lbs/dT. Cost - \$625,000.

Please review and let us know if there are any questions.

We are also getting a revised Rehabilitation quote together for you based off our discussion yesterday. Will hopefully follow up with that soon.

Thanks.

-Dave

David P. Johnson, PE

Heyward Incorporated | 2101-A Cambridge Beltway Dr. · Charlotte, NC 28273 | Phone: 704/583-2305 | Mobile: 803/920-6209 | Web: www.heyward.net

Dove, Ashley

From: Cathy O'Dell <codell@heyward.net> on behalf of Doug Wilson
<DWilson@heyward.net>
Sent: Tuesday, August 23, 2016 12:20 PM
To: Dove, Ashley
Cc: Cathy O'Dell; Tommy Lawson; Dave Johnson
Subject: Columbia - Belt Press

Ashley:

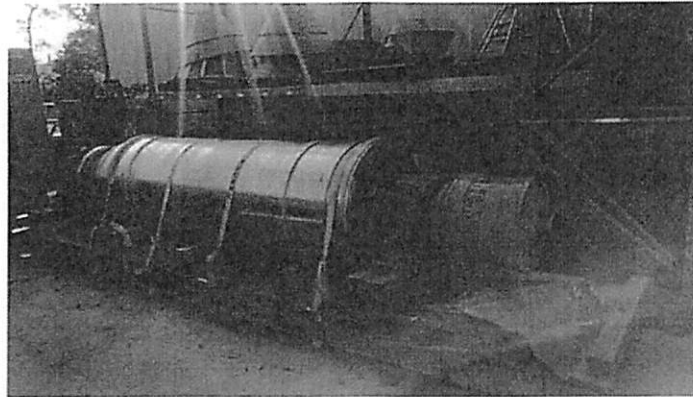
Following up on our conversation from last week, I wanted to send you something so you have it in your file.

Bio-Nomics estimated a price for (2) Belt Presses operating 24/7 at your site of \$145.00 per hour – per man and \$60.00 per diem – per man. This works out to be \$108,000.00 per belt press – per month.

If you have any questions, please let me know,.

Thanks,
Doug Wilson
Heyward Incorporated

* Note: in 2002 it took 2 belt presses & a small centrifuge. *DW*



Sharples DS706 Rotating Assembly Quote

SELLER,
Sully Enterprises Inc
1222 W 10610 S
South Jordan, UT 84095

Gavin Sullivan
President
Cell: 801-244-6898
Email: gavin@sullyent.com

BUYER,
Columbia Water, Metro WWTP
PO Box 147
Columbia, SC 29217

Ashley Dove
Maintenance Manger
Cell 803-730-8543
Email: acdove@columbiasc.net

Date: 4/24/18
Ref: Sharples DS706 Rotating Assembly
Quotation # 28668

Sully Enterprises, Inc. is pleased to offer the following proposal for your review

Quantity: 1

Manufacturer	Model	Serial Number	Year of Manufacture
Sharples	DS706	93-DS706AD-065	1993

Scope of Supply

1 Complete Rotating Assembly with Bowl, Scroll, Pillow Blocks, & P180/95 Gearbox

Pricing:

Centrifuge	\$183,000
Inspection	Not Included
Packaging	Included
Loading	Included
Freight	\$3,837
Customs, Duties, warehousing, etc	N/A
Off Loading	Not Included
Assembly	Not Included
Sales Tax	Buyer Responsible for any Taxes
Total	\$186,837

Notes:

- SELLER to remove centrifuge from skid in the pictures, and fully re-skidded and crate prior to shipping.
- Machine is being sold as-is without warranties expressed or implied
- Offloading & assembly to be paid for and done by BUYER
- Price does not include sales tax. If applicable in your state BUYER is responsible to pay sales tax on their end.

TERMS & CONDITIONS

Warranty:

This centrifuge does not include a warranty. Centrifuge is being sold “as is” without warranty expressed or implied.

Equipment Condition:

There are no known catastrophic problems with the rotating assembly. Exterior may have some minor cosmetic problems (paint chipping, light rust, etc.) Current owner claims it was rebuilt in 2015, but we have no paper work to verify this.

Freight:

Shipment terms are FOB Alfa Laval, 3394 Holland Blvd., Chesapeake, VA 23323

Delivery:

1-2 weeks from time of payment in full.

Payment:

100% prior to shipment

Terms & Conditions:

All equipment quoted subject to availability.

SELLER is not responsible for consequential, special, incidental, or indirect damages of any nature or kind, including but not limited to delays in delivery, loss of production, loss of profit, whether those damages are claimed in contract, negligence, strict or products liability, or otherwise. Any resulting litigation associated with these terms & conditions shall be conducted in the State of Utah.

Prices are subject to change without notice. Unless otherwise specified, prices will be the prices in effect at the time of written order acknowledgement by SELLER subject to adjustment for subsequent changes directed by BUYER and/or mutually agreed upon escalation formula.

All orders are non-cancellable and non-returnable unless an agreement is worked out by BUYER and SELLER. Conditions of any returns will be specified by SELLER.

BUYER may delay or reschedule shipment without penalty if the delay is within 30 days of the original scheduled delivery date. Delays beyond 30 days may require invoicing, payment and storage charges.

SELLER will make a good faith effort to complete delivery of the products and services on the scheduled date, but SELLER assumes no responsibility or liability for inability to deliver for reasons beyond the control of the SELLER, unless otherwise agreed in writing. The SELLER is not liable for any incidental, consequential or liquidated damages arising from delays or failure to give notice of delay.

Pricing is good for items specifically listed in the above/attached bills of material only

Discrepancies between the drawings/specifications provided by the BUYER, and this scope of supply, are the responsibility of the BUYER.

This sale is expressly conditioned upon BUYER's acceptance of the terms and conditions stated above. If not previously given, BUYER's payment or acceptance of Product, whichever occurs first, is conclusive to this acceptance.

Thank you,

Gavin Sullivan
President
Sully Enterprises, Inc.

If this quote and terms & conditions are to your satisfaction and you would like to order this centrifuge, please sign and date below and attach a separate PO.

SELLER
Print Name Company
Gavin Sullivan Sully Enterprises, Inc.

BUYER
Print Name Company

Signature Date

Signature Date

Sully Enterprises Inc | 1222 W 10610 S, South Jordan, UT 84095 | 801-850-1876



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Geotechnical Engineering Services for Rock Coring Testing for Clearwells I and II at the Canal Water Treatment Plant, as requested by Columbia Water. Award to URS Corporation, as a Sole Source in the amount of \$302,114.00. This firm is located in Columbia, SC.

REQUISITION NO.: R189748

FINANCIAL IMPACT: Funding Source: Water & Sewer Capital Projects Capital Project Costs: 5529999-658650. Engineering Services-Canal Water Treatment Plant Improvements. WM423101-658650. The original budgeted amount is \$302,114.00.

ORIGINAL BUDGET: \$302,114.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Sec 2-204. (5) of the City Ordinance.. - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article:

(5) Sole source procurements.

ATTACHMENTS:

- **#a:** Sole source and backup documentation (PDF)

Requisition #R189748

JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Utilities Division,
(1)
Professional Engineering Services (Geotechnical Engineering Rock Coring Testing)
(2)

as a sole source procurement from URS Corporation
(3)

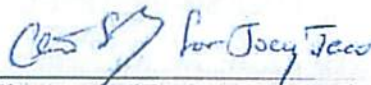
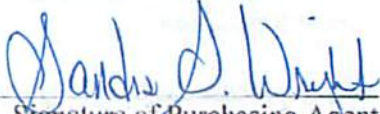
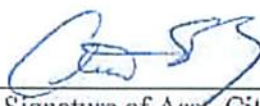
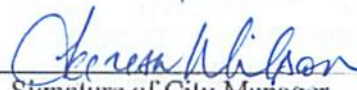
based upon the following justifications:

URS Corporation was awarded the design services contract for WM4231 Canal Water Treatment Plant Clearwell and High Service Rooms 2 & 3 Improvements in January of 2012. Terracon Consultants, Inc. was utilized during the project design phase to provide the preliminary geotechnical engineering services utilized by the design team for the overall design of the water treatment plant improvements project. Subsequent to the completion of the design phase of the project, the City bid the referenced project in May of 2017 and ultimately awarded a contract to Adams Robinson Enterprises. URS Corporation was then awarded the construction administrative services contract for the work in January of 2018. Because of Terracon's history with the design phase of the project, they were also selected by URS Corporation to provide the quality assurance and testing services for the construction phase of the project which is currently underway.

During exploratory services (conducted during the construction phase of the project) to determine the underlying and overall quality of rock, areas of fractured rock around the clearwells were discovered. The attached proposal from URS Corporation and Terracon Consultants, Inc. outlines the rock coring efforts required to verify subsurface rock conditions at each of the proposed clearwell foundation support locations (total of 207). The quality of the subsurface rock condition at each drilled shaft is critical to ensuring that the proposed drilled shaft pile construction will provide the necessary lateral and uplift loads required per the structural design documents for the clearwells.

It is imperative that this contract is awarded quickly so construction work can continue on the Clearwells at Canal Water Treatment Plant (WTP). Construction of this infrastructure is critically important to the overall successful operation of the Canal WTP.

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.

This sole source is valid through June 30, 2018Amount \$ 302,114.00Utility Operations
Department
Signature of Department Head5/2/18
Date
Signature of Purchasing Agent5/1/18
Date*Form must be routed in
the order of the signatures*
Signature of Finance Director5/8/2018
Date
Signature of Asst. City Manager5/2/18
Date
Signature of City Manager5/8/18
Date

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

Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file. (Rev. 06/2016)

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



April 30, 2018

Mr. Jason Shaw
City of Columbia, Water Engineer
PO Box 147
Columbia, SC 29217

RE: City of Columbia Canal Water Treatment Plant
Clearwell and High Service Pump Station
Rooms 2 & 3 Improvements
CIP # WM4231
Site Characterization Services Proposal
URS Project No. 60552263

Dear Jason:

Please accept the following proposal for engineering and geotechnical exploration services for site characterization efforts at the Canal Water Treatment Plant. This proposal is for the purpose of providing geotechnical services for construction of the drilled shaft piles for Clearwells No. 1 and 2. URS was awarded the design services contract for the referenced project in January of 2012. Terracon was utilized during the project design phase to provide the preliminary geotechnical engineering services utilized by the team for the overall design of the water treatment plant improvements project. Subsequent to the design phase of the project, the City bid the referenced project in May of 2017 and ultimately awarded a contract to Adams Robinson Enterprises. URS was then awarded the construction administrative services contract for the work in January of 2018. Because of Terracon's history with the design phase of the project, they were also to provide the quality assurance and testing services for the construction phase of the project which is currently underway.

During exploratory services (conducted during the construction phase of the project) to determine the underlying and overall quality of rock, areas of fractured rock were discovered. The attached proposal from Terracon Consultants, Inc. (Attachment A) outlines rock coring efforts required to verify subsurface rock conditions at each of the proposed clearwell foundation support locations (total of 207). The quality of the subsurface rock condition at each drilled shaft is critical to ensuring that the proposed drilled shaft pile construction will provide the necessary lateral and uplift loads required per the structural design documents for the clearwells.

The total anticipated fee for this work is \$302,114. The fee breaks down as follows:

- Terracon - \$275,204 (outlined in attached proposal)
- URS - \$26,910 (Department Head 4 hours, Senior Project Manager 70 hours, Senior Design Associate 80 hours, Engineering Associate 24 hours, Project Administration 10 hours)

Terracon's Scope of Services for the work are outlined in the attached proposal. URS's Scope of Services includes the following:

- Coordination and administration of the proposed work.
- Meetings and coordination for the duration of the work with all project stakeholders, including the City of Columbia, Terracon and Adams Robinson.
- Onsite construction observation and administration services for the additional work.
- Review of submitted data including final reports and documentation of work.
- Assisting with developing a coordinated plan for rock coring of approximately 207 drilled shaft locations.

Also included with this Proposal are the following items:

- Attachment B – URS Hourly Rate Schedule: The proposed scope of services is based upon entering into a Time and Materials agreement with the City for these services. Work will be billed to the City based on the rates provided in the Hourly Rate Schedule. Expenses are proposed to be billed with no mark up.
- Attachment C – Subconsultant Firm Information Records form: As noted on the form, the anticipated dollar value of services listed may change based upon actual services rendered. As reflected in this

URS Corporation
101 Research Drive
Columbia, SC 29203
Tel: 803.254.4400
Fax: 803.771.6676



Mr. Jason Shaw
April 30, 2018
Page 2 of 2

proposal, the total percentage of fee to be allocated to the subconsultant is 91%.

- Attachment D – Project Location Map
- Attachment E – Project Schedule: The schedule for this work is anticipated to begin on May 7, 2018 and conclude by April 12, 2020.

Please review the proposal and let me know if you have any questions or if you would like to meet and discuss further. Please advise should you require any additional information in order to process this proposal.

Very truly yours,

URS Corporation

A handwritten signature in blue ink, appearing to read "V. Craig Metts", is written over the printed name.

V. Craig Metts, P.E.
Senior Project Manager

A handwritten signature in blue ink, appearing to read "R. Thomas Haselden, Jr.", is written over the printed name.

R. Thomas Haselden, Jr., P.E., BCEE
Vice President, SC Water Leader

April 30, 2018



AECOM
101 Research Drive
Columbia, SC 29203-9389

Attn: Mr. Craig Metts, PE

Re: Proposal for Site Characterization Services
COC Canal Water Treatment Plant - Clear Wells
Columbia, South Carolina
Terracon Proposal No. P73185051.R1

Dear Mr. Metts:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide geotechnical services for the above referenced project. This proposal outlines our understanding of the project and scope of services and provides an estimated fee for our services.

A. PROJECT INFORMATION

The foundation design for Clear Wells #1 and #2 includes the installation of 36-inch drilled shafts socketed 3 feet into the rock underlying the site. The design includes the installation of 89 drilled shafts for Clear Well #1 (the east clear well) and 118 drilled shafts for Clear Well #2 (the west clear well), each carrying a compressive load of 1,500 kips (roughly a bearing pressure of 200 ksf) and resisting a lateral load of 36 kips.

As requested by the designers, Terracon prepared a Geotechnical Engineering Report (dated February 12, 2018) to verify the foundation design for the clear wells associated with the referenced project. As part of the verification, Terracon recommended that the bearing conditions of each of the drilled shafts be evaluated during construction.

B. SCOPE OF SERVICES

Field Program: As requested, Terracon will extract cores of the rock below the bearing level of each of the drilled shafts associated with Clear Well #1 and Clear Well #2, totaling 207 individual shafts. To that end, Terracon will perform the following:

- Drill a boring to power auger refusal at each drilled shaft location.
- Setup and core from the auger refusal level a minimum of 10 feet using NQ sized coring equipment. Poor rock conditions or excessive fissures may require the coring to be advanced to a greater depth.
- Prepare a log of the conditions found by the exploration. The log will include the depth and condition of the rock as well as the recommended bearing depth for each caisson.



Terracon Consultants, Inc. 521 Clemson Road Columbia, South Carolina 29229
P [803] 741 9000 F [803] 741 9900 terracon.com

Geotechnical



Environmental



Construction Materials



Facilities

Proposal for Geotechnical Exploration Services
 COC Canal Water Treatment Plant - Clear Wells ■ Columbia, SC
 March 22, 2018 ■ Terracon Proposal No. P73185051



The following is assumed for the purposes of planning this work. If the assumptions are in error, Terracon should be made aware as it may require a modification in the scope and associated fee. These assumptions include the following:

- A plan uniquely identifying each drilled shaft will be provided to us.
- Each shaft location should be staked by others, identifying each with the unique number indicated on the plan.
- The concrete floor of the existing clear well will be removed by others. The resulting hole should be filled with soil or otherwise covered with a steel plate with a 6-inch min. diameter hole to drill/core through to protect the drillers from performing the work adjacent to an open hole.
- A source of water will be made available to the drill crew to rapidly access. A fire hydrant or similar source would be sufficient.
- Access coordination of the clear well areas will be performed by others in a manner that provides steady access to drill shaft locations.
- No backfilling of the boreholes resulting from our work will be necessary as the drilled shaft will be installed in the same location.

Conditions/Items to be provided by Client: Items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area. Location of private lines on the property is not part of Terracon's scope. All private lines should be marked by others prior to commencement of drilling. This is especially critical in the area of the existing tunnel below Clear Well #2.

Terracon will take reasonable efforts to reduce damage to the property, such as rutting of the ground surface. However, it should also be understood that in the normal course of our work some such disturbance could occur. We have not budgeted to restore the site beyond backfilling our boreholes. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

Our fee is based on the site being accessible to our ATV-mounted drilling equipment. Our fee is further based on the understanding that all field exploration activities can be performed during regular business hours and there are no access limitations at the site that would preclude a constant work schedule. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and fee, if necessary.

Deliverables: Terracon's field engineer will prepare field logs of each boring (drilled shaft location). These will be reviewed by our senior engineer and made available to those directed by our client within 2 days of completion. At the completion of each clear well, a report summarizing our findings and recommendations will be prepared and submitted to our client.

Proposal for Geotechnical Exploration Services
COC Canal Water Treatment Plant - Clear Wells ■ Columbia, SC
March 22, 2018 ■ Terracon Proposal No. P73185051



Schedule: We anticipate being on the site within 2 weeks after receipt of our signed agreement, presuming that site and weather conditions allow. We anticipate completing 2 boring locations per day, though the actual production rate will vary based on the depth and quality of the rock. At the anticipated work rate, Clear Well #2 will require about 12 weeks to complete. Clear Well #1 will require 9 weeks. It is understood that Clear Well #2 is currently available. It is further understood that Clear Well #1 will be available in 2019. We recommend a lag time of about one week between start of shaft installation and drilling/coring to accommodate fluctuations in drilling production.

C. COMPENSATION

Below we have estimated the fee for the scope of work indicated in Section B. The actual fee will be based on the attached Schedule of Fees.

Description	Quantity	UOM	Unit Rate	Total
Drill Rig Mobilization/Demobilization (ATV)	2	LS	\$500.00	\$1,000.00
Drilling (no sampling)	2,925	feet	\$11.00	\$32,175.00
Casing (NX)	2,925	feet	\$4.00	\$11,700.00
Coring Set up	207	each	\$125.00	\$25,875.00
Coring (NQ)	2070	feet	\$65.00	\$134,550.00
Drill Crew Standby	TBD	hr.	\$200.00	TBD
Field Observation/Drilling Oversight (Staff Engineer)	400	hr.	\$85.00	\$34,000.00
Mileage	4000	mi.	\$0.65	\$2,600.00
Data Review/Project Management (Senior Engineer)	90	hr.	\$170.00	\$18,004.00
Subtotal				\$257,200.00
Contingency (7%)				\$18,004.00
Total				\$275,204.00

The quantities are based on an average overburden depth of 18 feet for Clear Well #2 and 9 feet for Clear Well #1. These were developed from the surface elevations of the clear well bottoms indicated on the provided drawings and the approximate rock elevations from the borings performed around the perimeter of each clear well.

Terracon's invoice will be submitted monthly to the address appearing above upon completion of the proposed services. The fees for field and laboratory services will be invoiced based on actual quantities of work in accordance with attached unit rate fee schedule. Our fee does not include any additional services beyond those specifically discussed in Section B.

Proposal for Geotechnical Exploration Services
COC Canal Water Treatment Plant - Clear Wells ■ Columbia, SC
March 22, 2018 ■ Terracon Proposal No. P73185051



D. AUTHORIZATION

This proposal may be accepted by executing the attached Task Order, and returning an executed copy along with this proposal to Terracon. The terms, conditions and limitations stated on our Master Services Agreement with AECOM (dated January 31, 2010), shall constitute the exclusive terms and conditions and services to be performed for this project. To expedite our commencement of this project, you may fax the signed Task Order to us at (803) 741-9900 or email it to pamorrison@terracon.com, with the original to follow by regular mail.

Terracon appreciates the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please contact our office at (803) 741-9000.

Sincerely,

Terracon Consultants, Inc.

Phillip A. Morrison, P.E.
Geotechnical Department Manager

Kevin Sohrabnia, P.E.
Senior Principal

Attachments: Task Order
Schedule of Fees



Reference Number: P73185051.R1

MASTER SERVICES AGREEMENT**TASK ORDER**

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** (dated 01/31/2010, agreement reference number) between AECOM ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the COC Canal WTP Clear Well (Rock Coring) project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 4/30/2018 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

1. Project Information

See attached Proposal No. P73185051.R1, dated 4/30/2018

2. Scope of Services The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

See attached Proposal No. P73185051.R1, dated 4/30/2018

3. Compensation Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

See attached Proposal No. P73185051.R1, dated 4/30/2018

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
 By: _____ Date: **4/30/2018**
 Name/Title: **Phillip A Morrison / Senior Associate**
 Address: **521 Clemson Rd**
Columbia, SC 29229-4307
 Phone: **(803) 741-9000** Fax: **(803) 741-9900**
 Email: **Phillip.Morrison@terracon.com**

Client: **AECOM**
 By: _____ Date: _____
 Name/Title: _____
 Address: _____
 Phone: _____ Fax: _____
 Email: _____



Geotechnical Schedule of Services and Fees

PERSONNEL

Senior Engineer	\$170.00/hour
Project Manager	\$125.00/hour
Staff/Field Engineer	\$85.00/hour
Draftsperson/CADD Operator	\$60.00/hour
Clerical/Administrative Staff	\$50.00/hour
<i>NOTE: Deposition or court testimony at a minimum of 1.5 times regular rate - minimum of \$150.00/hour</i>	

EXPENSES AND SUPPLIES

Mileage	\$0.65/mile
Permits and fees (exclusive of labor)	actual cost plus 15%

DRILLING

Drill Rig Mobilization, ATV rig	\$500.00/each rig
Soil sampling (4 samples in the upper 10 feet and 5' centers thereafter)	
<u>Depth-Feet</u>	
0 – 50'	\$14.00/foot
50-100'	\$17.00/foot
Rock coring (NQ size)	
<u>Depth-Feet</u>	
0 – 50'	\$65.00/foot
50-100'	\$75.00/foot
Coring set up	\$125.00/each
Shelby tube sampling	\$100.00/attempt
Additional split spoon sample	\$25.00/each
Auger drilling without sampling	\$11.00/foot
Casing installation (3-inch)	\$4.00/foot
Bulk sample collection	\$50.00/each
Borehole Grouting (up to 6-inch dia. hole)	\$6.00/foot
Asphalt patching	\$40.00/boring
Standby/Difficult Moving/Hand Clearing	\$200.00/hour
Mechanized Clearing (portal to portal)	\$200.00/hour
Per diem (2-day crew)	\$280.00/day
MASW/ReMi Testing	\$1,500.00/each

SOIL LABORATORY TESTING

Identification

Atterberg Limits Determination (LL, PL)	\$65.00/test
Combined Analysis (Hydrometer and Sieve)	\$120.00/test
Density Determination (Shelby tube sample)	\$20.00/test
Organic Content (by heating)	\$65.00/test
Shrinkage Limit Determination	\$65.00/test
Sieve Analysis (Washed over #200 sieve)	\$65.00/test
Fines content	\$45.00/test
Specific Gravity Determination	\$65.00/test
Visual Engineering Classification	\$6.50/each
Moisture Content Determination	\$10.00/test



Geotechnical Schedule of Services and Fees

Compaction and Density

Laboratory CBR (1-point).....	\$350.00/test
Laboratory CBR (2-point).....	\$500.00/test
Modified Proctor (ASTM D 1557)	\$160.00/test*
Standard Proctor (ASTM D 698)	\$135.00/test*
Field CBR	On Request
* Additional charge for Coarse Aggregate Correction	\$20.00/each

Consolidation

Consolidation Test on 2-1/2 inch diameter Specimen	
Regular increasing Load Increment to 8 tsf.....	\$650.00/test
Plotted Time Curves	\$70.00/each
Each additional Unloaded-Reload Cycle.....	\$110.00/cycle

Shear Strength

Unconfined Compression - Soil		
Undisturbed Soil Sample.....		\$50.00/each
With Stress-Strain Curve.....		\$75.00/each
Unconfined Compression - Rock Core.....		
With Modulus		\$175.00/each
With Modulus		\$330.00/each
Calibrated Hand Penetrometer or Torvane		\$4.50/each
Direct Shear FAST (cohesionless)		\$160.00/point
Direct Shear SLOW (cohesive)		\$250.00/point
Standard Sample Preparation		\$65.00/sample
Preparation on remolding for difficult samples		\$70.00/hour
Unconfined Compression on Cured Proctor Sample with Fly Ash		\$60.00/test
Triaxial Compression, per circle		
Unconsolidated	Consolidated	Consolidated
<u>Undrained Triaxial</u>	<u>Undrained Triaxial</u>	<u>Drained Triaxial</u>
\$150	\$375	quote on request

Note: Test rates for 1.4 inch, 1.8 inch and 2.8 inch diameter samples. Rates for other diameter samples are available upon request
Consolidated Undrained Test includes pore pressure measurements.

Permeability

Constant Head Permeability Test (ASTM D2434)	\$325.00/test
Falling Head Permeability Test (ASTM D5084)	\$275.00/test
Preparation of Remolded Samples	\$70.00/each

Chemical Tests

pH (by meter).....	\$40.00/each
Chloride Content.....	\$65.00/each
Sulfate Content.....	\$65.00/each
Electrical Resistivity by Miller box	\$125.00/each

Attachment B
URS
HOURLY RATE SCHEDULE

Schedule 2017

Hourly Rate Schedule and Chargeable Expenses for Engineering Services Provided

Labor

	Rate per Hour
Department Head/Vice President	\$225.00
Senior Project Manager (M3)	\$185.00
Senior Environmental Scientist	\$165.00
Project Manager (M2)	\$150.00
Senior Project Engineer	\$155.00
Senior Environmental Health & Safety Manager	\$140.00
Project Manager (M1)	\$130.00
Project Engineer 2	\$125.00
Senior Design Associate	\$125.00
Senior Hydro Geologist	\$120.00
Environmental Scientist 2	\$120.00
Project Engineer 1	\$110.00
Senior Design Technician	\$100.00
Environmental Scientist 1	\$90.00
Engineering Associate	\$90.00
Project Administration	\$90.00
Project Representative	\$90.00
Design Technician	\$80.00
CADD	\$75.00
Administrative Services	\$60.00
Traffic Systems Technician/Operator	\$50.00
Co-op Student	\$65.00

Survey & GIS Services

Surveying Department Head	\$160.00
Surveying Manager	\$105.00
Surveying Associate	\$80.00
Survey Crew Chief	\$80.00
Instrument Operator	\$55.00

Senior GIS Project Manager	\$145.00
Senior GIS Analyst	\$122.00
GIS Project Manager	\$130.00
GIS System Designer	\$120.00
GIS Analyst/Programmer	\$105.00
GIS Specialist	\$80.00
GIS Technician	\$70.00

Other

Chargeable expenses	Actual Cost
Overtime	Hourly rate plus fifty percent
Courtroom and deposition appearances (to include preparation)	Hourly rate plus fifty percent

Effective Dates

January 1, 2017 to December 31, 2017

Note: Any revision or update in this hourly rate schedule shall be included in Agreements of which this page is part.

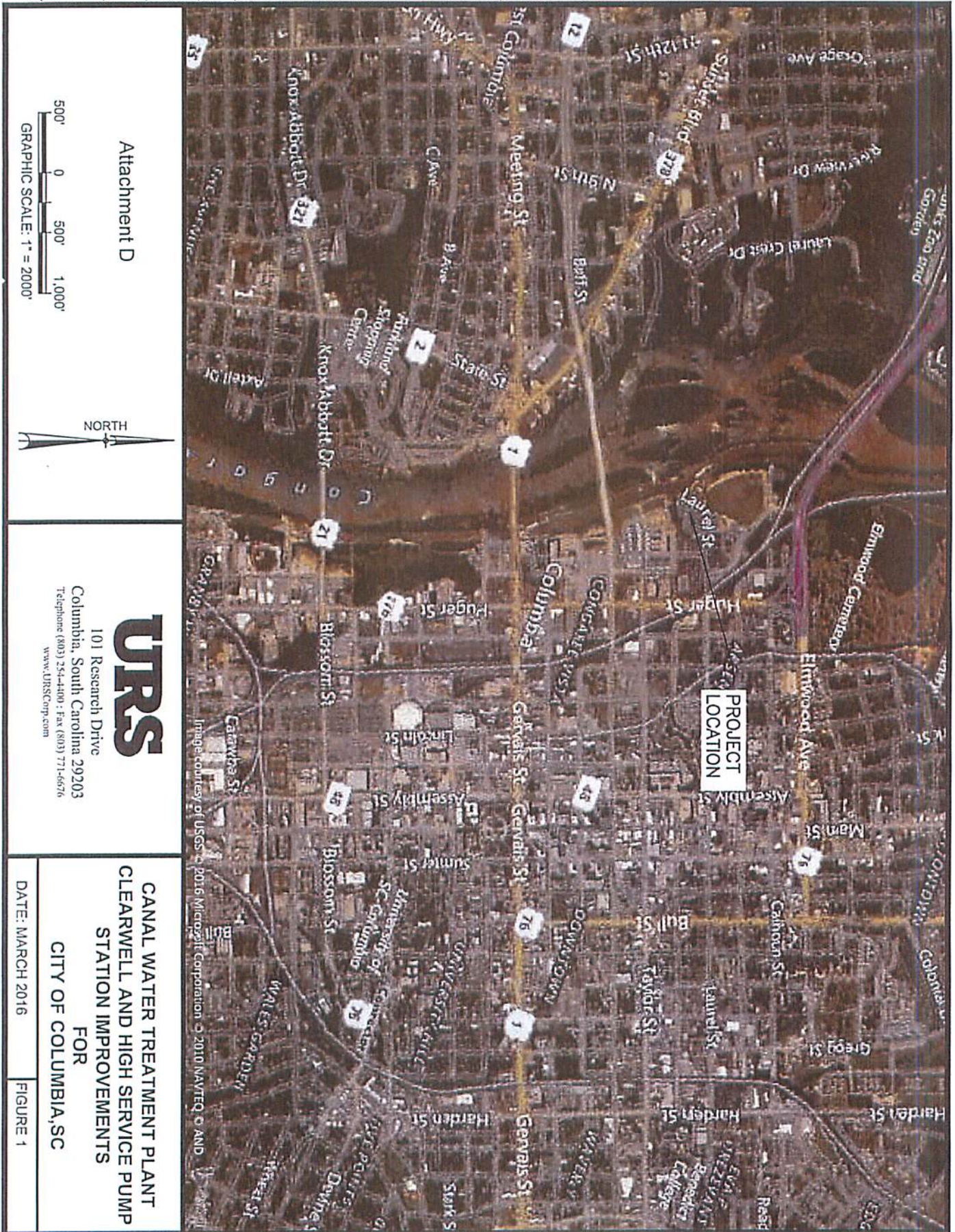
Attachment C
City of Columbia
Canal Water Treatment Plant
Clearwell and High Service Pump Station
Rooms 2 & 3 Improvements
CIP # WM4231
Site Characterization Services Proposal

SUBCONSULTANT FIRM INFORMATION RECORDS

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

Firm Name and Address	Contact Name and Telephone Number	Group (MBE, FBE, SBE, Non M/F/SBE)	Services to be Provided	Dollar Value of Services**
Terracon 521 Clemson Road Columbia, SC 29229	Phillip Morrison, P.E. (803) 741-9000	Non M/F/SBE	Geotechnical, Site Characterization, Rock Coring	\$275,204

**Values of services are estimated and will change based upon actual services rendered and based upon project specific needs. Final invoiced and paid values will vary due to this being a Time and Materials contract with the City of Columbia.



Attachment E
City of Columbia
Canal Water Treatment Plant
Clearwell and High Service Pump Station
Rooms 2 & 3 Improvements - Site Characterization Services
CIP# WM4231
Estimated Schedule of Services





We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Change Order for Waterline Repairs throughout the City during inclement weather conditions. Columbia Water requested this as an amendment to the original Emergency Procurement authorized by the City Manager and approved by City Council on February 20, 2018. The revised award will be issued to North American Pipeline of Marietta, GA in the amount of \$400,000.00.

REQUISITION NO.: P169782

FINANCIAL IMPACT: Funding Source: Engineering – Paving and Asphalt Supplies; 5511706—623500. The original budgeted amount is \$400,000.00.

ORIGINAL BUDGET: \$400,000.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Columbia Water experienced over 300 water line Columbia breaks during the freezing temperatures in January 2018. From issuing the notice to proceed to North American Pipeline, they have completed repairs at over 120 sites that City forces did not have the capability to repair.

This \$400,000.00 increase to the purchase order P169782 is expected to be the last increase for this emergency procurement that was initially approved by City Council 2/20/18, Action Item #4101. Please see the attached documents for further information.

Sec 2-204. (6) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when it is an emergency procurement.

ATTACHMENTS:

- **#a:** Emergency change order and backup information (PDF)

- #b: Fully signed Emergency justification (PDF)
- #c: Justification for Emergency Procurement Jan 18 (PDF)

JUSTIFICATION FOR
EMERGENCY PROCUREMENT

Purchase Order (PO) #P169782

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure contractual services for the repair of waterlines throughout the city that are needed after an unprecedented cycle of freezing temperatures throughout the Midlands for this fiscal year, through June 30th 2018. Proposed repairs include replacement of the existing waterlines and associated fittings in addition to restoration of the roadways to include flowable fill, asphalt replacement, curb and gutter and sidewalk repair, traffic control, mobilization, striping and sediment and erosion control.

The breaks have created unsafe conditions for drivers. Due to the volume of vehicles that use the routes affected by the waterline breaks, SCDOT has requested we immediately repair the routes and restore traffic. Additional information can be found on the attached memo.

(1)

as an emergency procurement from ___ contractors on the City's approved contractor list funded from 5511706-623500. (2)

(2)

The basis for this emergency determination and the reason no other vendor is suitable is:

Failure to move quickly with required repairs will further jeopardize public safety. The contractors on the approved contractor list will be invited to submit bids for the locations throughout the City that must be addressed. These contractors are approved by the City because they are very familiar with working with city specification and standards for waterline repair.

(3)

April 27, 2018

Date

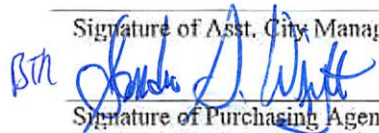

Signature of Department Head

Amount: \$400,000.00

4/27/18
Date

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

Signature of Asst. City Manager


Signature of Purchasing Agent

Date

4/30/18
Date

Signature of Finance Director

Date

- Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

REV. 06/24/16

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

 CITY OF COLUMBIA Department of Procurement & Contracts ***For Internal Use Only*** We Are Columbia	Contract Number:	
	Procurement Officer:	
	Phone:	803.545.3470
	E-Mail Address:	
	Address:	1800 Main Street 2 nd Floor Columbia, SC 29201
PO Change/Modification Order Form		

Routing Date: 04/10/2018

**Form must be completed for all requested
changes/modifications greater than
\$100.00.**

DESCRIPTION: Emergency Repair – at Colonial & Harden St.DEPARTMENT NAME AND REQUESTOR: Engineering Department / Andrea BollingCONTRACTOR'S NAME AND ADDRESS: North American Pipeline management, LLC P.O Box 68638 Marietta, GA 30068PURCHASE ORDER NUMBER (if applicable): P169782 P169384 CHANGE ORDER # 2

TYPE OF CHANGE (check all applicable boxes):

- ☐ Purchase Order Increase
- ☐ Purchase Order Decrease
- ☐ Change to Contract Scope of Work
- ☐ Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)
- ☐ Other Change

Brief Explanation/Justification: Emergency Repairs performed at Colonial Dr. & Harden St. and additional locations after the unprecedented winter freeze cycle. This is the second PO increase due to the freeze affecting more of the City's pipelines than initially anticipated. Throughout the 2018 freeze these emergency cases began to increase and prompt attention was needed.

Requested Amount of Increase/Decrease: \$ 400,000.00 Current PO amount/total: \$ 480,000.00 + 520,000 =
P169782 P169384

Accounting Information on Original PO: ORG 551706 OBJ 623500 (Required) \$1,000,000 TOTAL

Funding/Account Info for Change Order: ORG 551706 OBJ 623500 (Required)

List any special instructions if transfers are needed from another account for this Change Order (Include ORG/OBJ codes):

Note: The appropriate Account Verifiers for each Department must review all change orders prior to routing for approvals.

Division/Department (\$100.01 - \$5,000):

Recommended for Approval:

(Signature)

(Title)

Assistant City Manager Approval (\$5,000.01-25,000):

Recommended for Approval:

(Signature)

(Date)

**Route this form to the Procurement & Contracts Department

Director of Procurement & Contracts Approval:

City Manager Approval Needed: Yes or No

Recommended for Approval:

(Signature)

(Date)

City Manager Approval:

Recommended for Approval:

(Signature)

(Date)

All change orders over \$50,000.01 must be approved by City Council Date approved City Council _____

A copy of the final City Council minutes must be maintained with the purchasing file.

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 shall be considered originals.

**CITY OF COLUMBIA
PURCHASE ORDER STATUS INQUIRY**

Report Date: 04/10/2018

PURCHASE ORDER INFORMATION

PO Number: P169782 Vendor: V014991 NORTH AMERICAN PIPELINE MANAGEMENT INC
PR Number: R188293 Addr Cd: P1
Sec Code: ENGN

Partially Paid

Confirm: Requested by: Elizabeth C. Marsh Req. Dt: 02/19/2018 Blanket Number:
Account: Approved by: BSI Apr Dt: 02/27/2018 Blanket Amount: 0.00
Bid: Priced by: BSI Print Dt: 02/28/2018 Blanket Remaining: 0.00
Contract: Sec Code: ENGN PO Type: P Buyer: B004
Ship To: L0045 End Use: Emergency Req. Codes: AT EC
Bill To: L0051

ITEMS

Item	Qty Ordered	Product Code	Unit	Unit Price	Key	Object	Tax1 Tax2	Discount Charges	Extended	Catalog Ship To	F/A Whse	Print Chg
0001	480,000.00	96258	EA	1.00	GL 5511706	623500	0.00	0.00	480,000.00		N	
							0.00	0.00				0

Emergency repair of waterlines throughout the City
that are needed after an unprecedented cycle
of freezing temperatures throughout the
Midlands. Proposed repairs include
replacement of existing waterlines and
associated fittings in addition to
restoration of the roadways to include
flowable fill, asphalt replacement, curb and
gutter sidewalk repair, traffic control,
mobilization, striping and sediment and
erosion control.

	Amt Received	Qty Received	Receipt Date	Packing Slip	Receiver's ID	Carrier	Freight
	0.00	395,845.10	03/07/2018	3	ECMARSH		
Total Received:	0.00	395,845.10					

REQUISITION - PO NOTES

PR Notes: 2/19/18 Emergency already routed. Blanket justification
PR Notes: attached. This is the second of the \$1 million open PO BTR
PR Notes:
PR Notes: Emergency- 2nd PO request for the blanket emergency request.
PR Notes: 1st PO P169384, ecm

Print Before: Emergency PO

Print After: Primary contact: Elizabeth Marsh 803-545-3244

ENCUMBRANCES

Item #	Key	Object	Reference #	Post Date	EN Amount	PD Amount	Balance	To	Pay
0001	5511706	623500	P169782	02/28/2018	480,000.00		480,000.00	EN	
0001	5511706	623500	P169782	03/09/2018		395,845.10	84,154.90	PP	
Balance:					480,000.00	395,845.10	84,154.90		

OPEN HOLD ACTIVITY

Item	Key	Object	Check #	Check Date	Qty	Unit Price	Tax Amt	PD Amount	Invoice #	Invoice Date
Paid 0001	5511706	623500	00317123	03/12/2018	395,845.10	1.00	0.00	395,845.10	022618 DRAW3	02/26/2018
								395,845.10	TOTAL CHECK AP 00317123	
								395,845.10	TOTALS FOR P169782	

WORK FLOW HISTORY

WF Role	Approver	Approved?	Assigned	Responded	Delegated
WAV1706	DRHIGGIN	Accepted	02/19/2018 11:19:12	02/20/2018 13:26:49	
WBU3000 1706	JDJACO	Accepted	02/20/2018 13:30:40	02/20/2018 14:15:13	
WACMI	TBWILSON	Accepted	02/20/2018 14:20:39	02/22/2018 13:38:42	
WCMONEY	TBWILSON	Accepted	02/23/2018 7:40:15	02/23/2018 7:40:15	
Notes: ID TBWILSON already approved transaction in activity A14_0036					
WPURCHAS	SAWRIGHT	Accepted	02/23/2018 7:40:17	02/23/2018 15:36:08	
WCTYCNC	SAWRIGHT	Accepted	02/23/2018 15:46:18	02/23/2018 15:46:18	
Notes: ID SAWRIGHT already approved transaction in activity A42					
WBUEYER4	BTRADIN	Accepted	02/23/2018 15:46:23	02/27/2018 15:48:36	

User: RECARTER - Robin E. Carter
Report: PO_STATUS_COLA_JAL - PO: Purchase Order Status (Long)

Page: 1

Current Date: 04/10/2018
Current Time: 13:38:03

DEPARTMENT OF CONSTRUCTION MANAGEMENT

Page #7

APPLICATION FOR PAYMENT

TO: City of Columbia Accounting Division P.O. Box 147 Columbia, SC 29217	PROJECT: Colonial Dr and Harden St Asphalt Repair + Additional Locations	APPLICATION NO. 4
FROM: North American Pipeline Management, Inc. PO Box 683638 Marietta, GA 30068	PROJECT #: WJ4435	APPLICATION Date: 3/22/2018
	PO #: P169384 & P169782	CONTRACT DATE: 1/12/2018

Application is made for payment as shown below in connection with the contract.
Continuation sheet attached.

1	ORIGINAL CONTRACT AMOUNT	\$520,000.00
2	Net Change By Change Orders	\$480,000.00
3	Contract Sum To Date (Line 1+2)	\$1,000,000.00
4	Total Completed & Stored To Date	\$1,163,796.61
5	Retainage:	
a.	0 % of Completed Work	\$0.00
b.	% of Stored Material	\$0.00
	Total Retainage	\$0.00
6	Total Earned Less Retainage (Line 4 less Line 5 Total)	\$1,163,796.61
7	Less Previous Payments (Line 6 from prior Pay Application)	\$928,707.85
8	Current Payment Due	\$235,088.77
9	Balance To Finish (Line 8 Less Line 4)	\$163,796.61
10	Total To Close Project (Line 9 plus Line 5)	\$163,796.61

CHANGE ORDER SUMMARY	Additions	Deductions
Total Prior Change Orders Approved	\$480,000.00	\$0.00
Total Change Orders Approved This Month	\$0.00	\$0.00
TOTALS	\$480,000.00	\$0.00
Net Changes by Change Order	\$480,000.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certifications for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: North American Pipeline Management, Inc.	
By: <i>Jonny Atwood</i>	Date: 5-22-2018
State of: Georgia	County of: Cobb
Notary Public: <i>B. Leppard</i>	
My Commission expires: FEB. 26, 2020	

City of Columbia	
The Construction Administration Inspector:	<i>Ann Pickrell</i>
on Date: 4/5/18	agrees that the stated quantities and amount
is recommended for payment.	
Assistant City Engineer for Construction: _____	
Date: _____	

Application #: 4

Project: Colonial Dr and Harden St Asphalt Repair - Additional Locations

Application Date: 3/22/2018

Project #: W204439
PO #:

Item #	Item Description	Contract Quantity	Unit	Unit Price	Quantity Deposited			Schedule Amount	Compensated Work			Sheet Measure (Sq Yd)	Total Compensated and Stored (Sq Yd)	Pavement Correction (Sq Yd)	Balance To Compensate (Sq Yd)	Receipts This Period (SQYD)	Receipts Total (SQYD)
					Quantity Reconc. Points	Quantity This Period	Total Quantity		Amount Previous Period	Amount This Period	Total (Amount)						
1	Mobilization	0	LS	\$5,000.00	88	27.00	115.00	\$0.00	\$450,000.00	\$135,000.00	\$135,000.00		\$585,000.00		-\$585,000.00	\$0.00	\$0.00
2	Traffic Control (Contractor to be paid by tickets provided to City's Inspector)	0	LS	\$5,000.00	84	22.00	106.00	\$0.00	\$420,000.00	\$110,000.00	\$110,000.00		\$530,000.00		-\$530,000.00	\$0.00	\$0.00
3		0	CY	\$100.00	36	5.19753	41.69	\$0.00	\$3,579.57	\$519.75	\$3,579.75		\$4,099.22		-\$4,099.22	\$0.00	\$0.00
4	Remove Asphalt (1" Binder Type B; 2" Surface Type B) or patch existing	0	CY	\$100.00	143	20.78012	163.97	\$0.00	\$14,318.20	\$2,078.01	\$2,078.01		\$16,397.29		-\$16,397.29	\$0.00	\$0.00
5	Remove and Replace subgrade as needed (Quantity estimated on 4" thick. Contractor to remove subgrade from 100' x 500' area. Contractor to provide subgrade. Contractor to be paid by tickets provided to City's Inspector)	0	CY	\$100.00	293	65.50	458.50	\$0.00	\$30,250.00	\$4,585.00	\$4,585.00		\$44,835.00		-\$44,835.00	\$0.00	\$0.00
6	Reinforce storm drain structure	0	LS	\$2,500.00	0		-	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
7	Remove and replace curb and gutter per SCDOT specs	0	LF	\$40.00	0		-	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
8	Remove and Replace Sidewalk per SCDOT specs	0	LF	\$40.00	33	21.00	54.00	\$0.00	\$1,560.00	\$840.00	\$840.00		\$2,400.00		-\$2,400.00	\$0.00	\$0.00
9	Permanent striping including, but not limited to lane striping and median striping, to return to existing condition per SCDOT specs	0	LF	\$30.00	0		-	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
10	Reconstruct and Resurface Curb	0	LS	\$150.00	0		-	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
							-	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Original Sub Total								\$1,500,000.00	\$503,707.55	\$255,038.77	\$255,038.77		\$1,153,796.01	115.38%	-\$163,796.01	\$0.00	\$0.00
Change Order					0	-	-	-\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
					0	-	-	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
					0	-	-	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
					0	-	-	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
					0	-	-	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
					0	-	-	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
					0	-	-	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
					0	-	-	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
					0	-	-	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
					0	-	-	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Change Order Sub Total								\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Project Total								\$1,500,000.00	\$503,707.55	\$255,038.77	\$255,038.77		\$1,153,796.01	115.38%	-\$163,796.01	\$0.00	\$0.00

WM Asphalt Repair Tracking

										PAY ITEM ESTIMATED QUANTITIES													
LINE NO	W	NO	LT	WT	DT	TY	STREET V	STREET I	STREET E	Size	Mark/Mark	Traffic Control	Exc. and Remove Asphalt (Contractor to be paid by tickets provided to City's Department)	Replace Asphalt (9" Binder Type B; 3" Surface Type B) or which existing	Remove and Replace subgrade as needed (Quantity estimated on 4" thick Concrete to known subgrade cross ref. SCOOT Specs. Contractor to provide subgrade. Estimate to be paid by tickets provided to City's Department)	Repair down damage showers	Remove and replace curb and gutter per SCOOT Specs	Remove and Replace Shoulder per SCOOT Specs	Permanent striping including, but not limited to, lane striping and median striping, to return to existing condition per SCOOT Specs.	Permanent striping including, but not limited to, lane striping and median striping, to return to existing condition per SCOOT Specs.	City	Note	
32a	PHILP	21	3	5	1.96		B. Deane Dr		A65-304				0.34	0.57	0							3/14/2018	Additional asphalt work per Drive
32b	PHILP	10	23	6	7.437	4037	Marquette Rd		Orange				0.59	1.29	0							3/13/2018	Found eddy patch
32c	PHILP				0	2109	Blind River Dr											21				3/13/2018	Additional asphalt work per Drive
32d	PHILP				0		Decker Street Rd		Yellow				0.09	0.09	0							3/13/2018	Found eddy patch
32e	PHILP	0	0	0	0		Deer Creek Trail		Yellow				0.09									3/13/2018	Found eddy patch
32f	PHILP	0	0	0	0	618	Edmond Ave		Blue				0.59	0.59	20							3/13/2018	Additional concrete drive at Union Station
32g	PHILP	0	0	0	0		Franklin Rd		Blue				0.59	0.59	0							3/13/2018	Found eddy patch
32h	PHILP	10	0	0	0	207	Chapman Rd		Blue				0.59	0.59	0							3/13/2018	Found eddy patch
32i	PHILP	7	17	4	2.981		Conrad Ct		Blue				0.57	1.47	0.5							3/13/2018	Found eddy patch
32j	PHILP	15	11	4	1.107	15	N. Oak Dr		Blue				0.57	2.54	0							3/13/2018	Found eddy patch
32k	PHILP	0	0	0	0		Shoreline Dr		Blue				0.59	0.59	0							3/13/2018	Found eddy patch
32l	PHILP	0	0	0	0	1573	Franklin Dr		Blue				0.59	0.59	0							3/13/2018	Found eddy patch
32m	PHILP	11	7	3	1.437	104	Deer Ct		Blue				0.11	0.57	0							3/13/2018	Found eddy patch
32n	PHILP	3	11	4	1.567	237	Edmond Ave		Blue				0.17	0.59	0							3/13/2018	Found eddy patch
32o	PHILP	5	13	4	1.491	248	Edmond Ave		Blue				0.19	0.59	0							3/13/2018	Found eddy patch
32p	PHILP	6	14	4	1.691	258	Edmond Ave		Blue				0.25	1.04	0							3/13/2018	Found eddy patch
32q	PHILP	7	15	4	1.931	263	Edmond Ave		Blue				0.37	1.47	0							3/13/2018	Found eddy patch
32r	PHILP	8	16	4	1.23	301	Edmond Ave		Blue				0.19	0.59	0							3/13/2018	Found eddy patch
32s	PHILP	9	17	4	1.732		Edmond Ave		Blue				0.22	0.59	0							3/13/2018	Found eddy patch
32t	PHILP	12	17	3	1.833		Edmond Ave		Blue				0.47	1.47	0							3/13/2018	Found eddy patch
32u	PHILP	5	9	2	1.944	7539	Edmond Ave		Blue				0.17	0.59	0							3/13/2018	Found eddy patch
32v	PHILP	11	10	3	1.432	723	Edmond Ave		Blue				0.45	1.47	0							3/13/2018	Found eddy patch
32w	PHILP	0	0	0	0		Edmond Ave		Blue				0.59	0.59	0							3/13/2018	Found eddy patch
32x	PHILP	3	6	4	0.847		Edmond Ave		Blue				0.59	0.59	0							3/13/2018	Found eddy patch
32y	PHILP	7	12	4	1.072	4000	Edmond Ave		Blue				0.59	0.59	0							3/13/2018	Found eddy patch
32z	PHILP	10	14	4	2.221	4389	Edmond Ave		Blue				0.45	1.47	0							3/13/2018	Found eddy patch
Sub Total										27	12	1.9153	14.5012	45.2153	0	0	21	0	0				



CITY OF COLUMBIA

Department of Engineering

P.O. Box 147 | Columbia, South Carolina 29217

Phone: 803-545-3400 Fax: 803-988-8199

MEMORANDUM

April 20, 2018

TO: Procurement Department

FROM: Andrea Bolling, PE
Deputy Director of Engineering

RE: Increase in funding by \$400,000 for NAPM to cover emergency repairs due to freezing temperatures in January 2018.

Columbia Water experienced over 300 water line breaks during the freezing temperatures in January 2018. The Engineering Department sent a request for bids to all the contractors on our approved contractor list on January 10, 2018 for three lots of leaks that had been identified at that time. It was expected to issue the work to multiple contractors in order to complete the work in a timely fashion.

Columbia Water received bids from 4 contractors, two of which were approximately ¼ the price of the other two. It was decided to move forward with these two contractors. Upon further review of the requirements, one of these two low bid contractors withdrew their bid, leaving only North American Pipe Management, Inc. (NAPM).

From issuing the NTP to NAPM, they have completed repairs at over 120 sites that City forces did not have the capability to repair. For these repairs, the total approximate total is \$1.4M. If one of the other 2 contractors who submitted a bid for the work had been selected, the total for all of this work is estimated to be on the order of \$5M. The initial intent was to award the jobs in lots to different contractors, but the projected savings of \$3.6M was the determining factor in having NAPM complete all of the repair work.

This \$400,000 increase to the PO for this work is expected to be the last increase for this emergency procurement.

Please feel free to contact me with any questions or if you need additional information.

Lizewski, Shannon

From: Wright, Sandra A
Sent: Wednesday, April 25, 2018 10:21 AM
To: Morgan III, Leon (Max) M; Lizewski, Shannon; Scott, Naila J
Subject: RE: NAPM - Additional funding for Emergency Procurement

Max, thanks for sending this detailed information. We should add this to the file to further support this significant Emergency Procurement. It was only supposed to last for 30 days so we are significantly over that time period which was one of my two concerns.

An emergency should only last as long as it takes to handle the emergency condition. The other work is supposed to be bid out in accordance with our code. The route we took for this work was unconventional and should be discouraged in the future. It's not just my internal concern but an auditing one since a \$1.4 emergency Procurement lasting this long and for this type can draw attention to our procurement process.

However, I appreciate and understand your position so my recommendation would be to allow the \$400k but to immediately start on a formal procurement to be awarded by 07/01.

Our workload has been an issue lately too but there is no excuse in not getting started on the solicitation. I think it was going to be handled as an IDC which can still be the contract type but let's put it out through the Construction Procurement team. Thanks and I will see you all tomorrow. SAW

Sent from my Verizon 4G LTE smartphone

----- Original message -----

From: "Morgan III, Leon (Max) M" <lmorgan@columbiasc.net>
 Date: 4/25/18 7:46 AM (GMT-05:00)
 To: "Wright, Sandra A" <sawright@columbiasc.net>, "Lizewski, Shannon" <sslizewski@columbiasc.net>
 Subject: RE: NAPM - Additional funding for Emergency Procurement

Good morning. Please note my opinion below:

1. We are aware that many water line breaks occurred. Sometimes you don't know they are broken unless you see signs above the ground or see signs once work begins in the area. I only write this because 20 breaks could easily turn into 25, 30, or 40, etc. once work starts in the area. Especially, if all lines are old and in the same poor condition. Also, sometimes you may believe a break is limited to only one small area but the water can continue to erode further out than originally assumed.
2. Based on Item #1 above, I have no issues with the quantity of work. As we all know, if the quantity increases the amount of construction will likely increase too.
3. If the one million dollars already approved has not been sent forward to be ratified, since it is an emergency, does it being \$1.0 MM or \$1.4 MM make a difference? The \$1 MM was approved and it was understood it was for many

emergency breaks. As a side note, Clint did sign the PO Mod form for the additional \$400K. As the ACM of Columbia Water, his agreement is a positive.

4. With the large number of breaks, I do not foresee council having any concerns with the \$1.4 MM being spent.
5. Shannon and I both spoke to Andrea and it was stated that:
 - a. NAPM's price was lower than all the other contractors. They were a good bit lower in some instances.
 - b. NAPM had multiple crews available to start work immediately so our customers are minimally impacted
 - c. These comments provide relief to me and I know first-hand that NAPM has been more cost effective on emergencies recently. I have three quotes obtained in March 2018 that hold true to this on sewer work.
6. A pay app was included from engineering that shows that almost \$1.2 MM worth of work has been put in place. The contractor needs to be paid. I am not condoning spending more than the original amount.
7. I believe the \$400k increase should be allowed

I wanted to provide my perspective ahead of time. If you would like to speak before 10 am this morning, I am available. Please let me know what time works best.

Thanks,

Max

From: Wright, Sandra A
Sent: Tuesday, April 24, 2018 11:45 PM
To: Lizewski, Shannon
Cc: Morgan III, Leon (Max) M
Subject: RE: NAPM - Additional funding for Emergency Procurement

Let's have a brief conference call with Max before 10 am tomorrow or please hold this until I return on Thursday. Thanks. SAW

----- Original message -----

From: "Lizewski, Shannon" <sslizewski@columbiasc.net>
 Date: 4/24/18 5:08 PM (GMT-05:00)
 To: "Wright, Sandra A" <sawright@columbiasc.net>
 Cc: "Morgan III, Leon (Max) M" <lmorgan@columbiasc.net>
 Subject: FW: NAPM - Additional funding for Emergency Procurement

Andrea called this afternoon asking about this item. I inquired further on the background of this and she explained that bundles of work were sent to the entire contractor list requesting line item pricing. Four contractors responded: LAD, Armstrong, Carolina Tap & Bore and North American Pipeline. See the Bid sheet in Andrea's attached email. It shows LAD and Carolina Tap & Bore were significantly higher than Armstrong and North American Pipeline. Upon proceeding to award work to Armstrong, Armstrong said they misunderstood the need and could not do some of the work. (Armstrong is a paving company.) They withdrew their bid.

Andrea has also forwarded the attached information that I think will be helpful. This appears to outline all of the emergency procurement work from the Freeze. "Water line repairs" and "Other Repairs" are also listed here and that work was completed by other contractors.

Hope this is helpful.

Shannon

From: Morgan III, Leon (Max) M
Sent: Friday, April 20, 2018 4:07 PM
To: Wright, Sandra A
Cc: Lizewski, Shannon
Subject: FW: NAPM - Additional funding for Emergency Procurement

Good afternoon Sandra:

The attached PDF is engineering's response based on the attached email sent Tuesday based on our discussion about increasing the \$1MM emergency blanket PO by another \$400K.

May we please discuss the acceptability of this upon your return?

Thank you,

Max

From: Bolling, Andrea R
Sent: Friday, April 20, 2018 3:54 PM
To: Morgan III, Leon (Max) M
Cc: Lizewski, Shannon; Higgins, Dana R; Carter, Robin E
Subject: NAPM - Additional funding for Emergency Procurement

Please see the attached memo. Let me know if you have any questions or need additional information. If possible, can you please let me know when the paperwork moves forward. Thanks!

-Andrea



We Are Columbia

Andrea Bolling, PE CFM
Deputy Director of Engineering

Columbia Water

Department of Engineering

PO Box 147 | Columbia, SC 29217

ARBolling@ColumbiaSC.Net

Phone: (803) 545-3379

Cell: (803) 413-7981

ColumbiaSCWater.Net

ColumbiaSC.Net

JUSTIFICATION FOR
EMERGENCY PROCUREMENT

Purchase Order (PO) #P169782

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws

This governmental body proposes to procure contractual services for the repair of waterlines throughout the city that are needed after an unprecedented cycle of freezing temperatures throughout the Midlands for this fiscal year, through June 30th 2018. Proposed repairs include replacement of the existing waterlines and associated fittings in addition to restoration of the roadways to include flowable fill, asphalt replacement, curb and gutter and sidewalk repair, traffic control, mobilization, striping and sediment and erosion control.

The breaks have created unsafe conditions for drivers. Due to the volume of vehicles that use the routes affected by the waterline breaks, SCDOT has requested we immediately repair the routes and restore traffic. Additional information can be found on the attached memo.

(1)

as an emergency procurement from contractors on the City's approved contractor list funded from 5511706-623500. (2)

(3)

The basis for this emergency determination and the reason no other vendor is suitable is:

Failure to move quickly with required repairs will further jeopardize public safety. The contractors on the approved contractor list will be invited to submit bids for the locations throughout the City that must be addressed. These contractors are approved by the City because they are very familiar with working with city specification and standards for waterline repair.

(3)

April 27, 2018
Date

Amount: \$100,000.00


Signature of Department Head

4/27/18
Date


Signature of Asst. City Manager

5/7/18
Date

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


Signature of Purchasing Agent

4/30/18
Date


Signature of Finance Director

5/3/18
Date

- Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

ISS-V, 01/24/16

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

Blanket / Open
Emergency
Approval

JUSTIFICATION FOR EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure _

Contractual services for the repair of waterlines throughout the city that are needed after an unprecedented cycle of freezing temperatures throughout the Midlands. Proposed repairs include replacement of the existing waterlines and associated fittings in addition to restoration of the roadways to include flowable fill, asphalt replacement, curb and gutter and sidewalk repair, traffic control, mobilization, striping and sediment and erosion control.

The breaks have created unsafe conditions for drivers. Due to the volume of vehicles that use the routes affected by the waterline breaks, SCDOT has requested we immediately repair the routes and restore traffic. (1)

as an emergency procurement from _contractors on the City's approved contractor list funded from 5511706-623500. (2)

The basis for this emergency determination and the reason no other vendor is suitable is:

Failure to move quickly with required repairs will further jeopardize public safety. The contractors on the approved contractor list will be invited to submit bids for the locations throughout the City that must be addressed. These contractors are approved by the City because they are very familiar with working with city specification and standards for waterline repair. (3)

1/16/18
Date

David Hargis
Department Head
1/16/18
Date

Chris E. P.
Assistant City Manager
1/16/18
Date

James D. Wright
Purchasing Agent
1/16/18
Date

[Signature]
CFO or Authorized Designee
1/23/2018
Date

Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

REV. 4/1/2015

Initial Amount
Approved
\$ 1,000,000.00

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



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Installation of Backup Power Generators at Various Pump Station Sites, as requested by Columbia Water. Award to Stutts & Williams, LLC, a certified Local Business Enterprise in an amount not to exceed \$478,743.28. This firm is located in Lexington, SC.

PURPOSE: This is a Mentor Protégé Program project. Hammerhead Utilities, LLC of Chapin, SC is the Protégé and will provide services at 43% (\$186,000.00) of the contract value.

The following subcontractors will provide additional services:

Blanchard CAT of West Columbia, SC will provide generators at 30% (\$130,566.00) of the contract value.

Utility Electric, LLC, a Minority Business Enterprise (Woman) of Anderson, SC will provide electrical work at 14% (\$60,500.00) of the contract value.

REQUISITION NO.: R182683

FINANCIAL IMPACT: Funding Source: 5529999-SS741601-658650. The original budgeted amount is \$480,000.00.

ORIGINAL BUDGET: \$480,000

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Two (2) bids were received for the Installation of Backup Power Generators at Various Pump Station Sites (BID#040-17-18-CCP) as requested by Columbia Water.

Project scope consists of installation of new power generators and automatic transfer switches at four remote pump stations. The total construction time allocated for this project is one hundred

eighty (180) consecutive calendar days after the notice to proceed is issued. I respectfully request City Council's approval of these services from Stutts & Williams, LLC of Lexington, SC at an amount not to exceed \$478,743.28, which includes a 10% contingency.

Stutts & Williams, LLC is the Mentor for this project and Hammerhead Utilities, LLC of Chapin, SC is the Protégé. The Protégé will be performing 43% of the work in this contract.

BASE BID	\$435,221.16
CONTINGENCY (10%)	\$ 43,522.12
TOTAL	\$478,743.28

ATTACHMENTS:

- **#a:** Contract - Legal Approval (PDF)
- **#b:** Engineer Recommendation (PDF)
- **#c:** Bid Tabulation (PDF)
- **#d:** Compliance Review (PDF)
- **#e:** Updated MPP Implementation plan (PDF)
- **#f:** Business Info Record_ Backup Generators_V3 (PDF)
- **#g:** Site Map (PDF)

CONTRACT

City of Columbia, South Carolina

SS7416

Installation of Backup Power Generators at Various Pump Station Sites

Bid #040-17-18-CCP

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Stutts & Williams LLC**, with legal address and principal place of business at **P.O. Box 2046, Lexington, SC 29071**, 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 **Howard Engineering, Inc.**

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred fifty (150)** 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 **one hundred eighty (180)** consecutive calendar days from the said date of commencement 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 **Four Hundred Thirty-Five Thousand, Two Hundred Twenty-One Dollars and Sixteen Cents (\$435,221.16)**.

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 1

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Five Hundred Dollars and Zero Cents (\$500.00)** per day for each calendar day of delay until 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 To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15, General Specifications of the City of Columbia's Engineering Regulations and Part 20, Specifications for Sodding, Fertilizing, and Seeding.

9.2.7 Special Provisions.

9.2.8 Specifications (as listed in the Table of Contents).

9.2.9 Drawings, numbered C1 through C4, inclusive and dated 5/9/2017; and drawings numbered E1 through E5, inclusive and dated 7/5/2017.

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

ARTICLE 10. MISCELLANEOUS

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

10.2 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

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 3

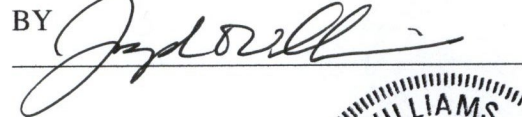
of Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be 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.

10.3 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.

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

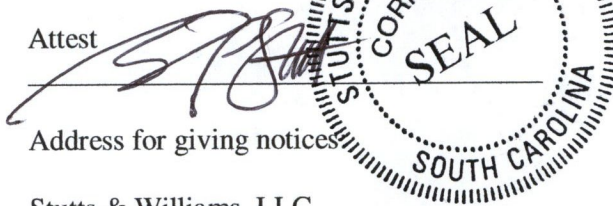
This Contract shall become effective on _____, 20____.

Contractor
Stutts & Williams, LLC

BY 

(CORPORATE SEAL)

Attest



Address for giving notices:

Stutts & Williams, LLC

P.O. Box 2046

Columbia, SC 29071

Date: _____

Owner
City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

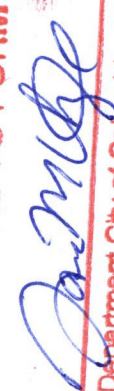
Address for giving notices:

Department of Procurements and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

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

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 4



Department/Division Name
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

Memorandum

To: Gary Porth
Construction Procurement Manager

From: John Riggs, P.E.
Wastewater Project Manager

Date: April 4, 2018

Subject: SS7416 – Installation of Backup Power Generators at Various PS Sites
Recommendation of Award

As you are aware, the City of Columbia received competitive bids for SS7416 – Installation of Backup Power Generators at various Pump Station Sites on March 21, 2018. The bid tabulations have been reviewed and we find no issues with the prices provided. The two responsive bids were as follows:

Stutts & Williams LLC	\$435,221.16
M.B. Kahn Construction	\$529,925.00

We have reviewed the bids and find everything in order. We recommend awarding the contract to Stutts & Williams, LLC at their bid of \$435,221.16. The total project budget is \$478,743.28 which includes the contractors bid price as listed above plus an owner's contingency of \$43,522.12.

Sincerely,

John Riggs, P.E.
Wastewater Project Manager

ColumbiaSCWater.Net



Event Number	BID040-17-18-CCP Addendum 2	Organization	City of Columbia, SC
Event Title	Installation of Backup Power Generators at	Workgroup	Purchasing
Event Description	Pre-bid meeting is Wednesday, 3/7/18 at 11	Event Owner	Carla Clark-Pitchford
Event Type	IFBs	Email	cmclarkpitchford@columbiasc.net
Issue Date	3/1/2018 04:29:25 PM (ET)	Phone	803 (545) 4641
Close Date	3/21/2018 10:30:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Shady Grove Construction, LLC	Irmo	SC	3/20/2018 09:05:22 AM (ET)	0	\$0.00
URSource Contracting, LLC	West Columbia	SC	3/2/2018 12:16:45 AM (ET)	0	\$0.00
Stutts & Williams, LLC	Lexington	SC	3/21/2018 10:16:24 AM (ET)	1	\$435,221.16
M. B. Kahn Construction Co., Inc	Columbia	SC	3/21/2018 10:06:19 AM (ET)	1	\$529,925.00

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



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Ayesha Driggers, Compliance Administrator
FROM: Gary Porth, Procurement Manager
Department of Procurement and Contracts
DATE: March 23, 2018

PROJECT: BID #040-17-18-CCP Installation of Backup Power Generators at Various Pump Station Sites SS7416

Bids for this project were opened publicly at 10:30 a.m., March 21, 2018 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were in participation with the Mentor Protégé Program. The apparent *responsive* low bidder is Stutts & Williams at \$435,221.16.

Please review for MPP 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

DATE: 3/26/18



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 3/21/2017 Project Number: SS7416
Mentor: Stutts & Williams, LLC Project Name: Backup Power Generators
Protégé: Hammerhead Utilities, LLC Duration of the Project: 150 days
Project Contract Amount: \$435,221.16 Protégé Amount: \$186,000.00

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

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

Mentor intends to perform the first two generator installations with the protege observing and then the protege will perform the final two generator installations with the Mentor's guidance.

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

The mentor and protege will work together on procuring the generators and scheduling the delivery accordingly. We also ensure our electrical subcontractor is scheduled and on time to ensure the project is completed within the allotted duration.

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

We will ensure the protege has all of the materials scheduled for delivery and an installation plan is in place.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division

P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

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

Mentor:

Brad Stutts or Joey Williams will manage the project. S&W will use one 4 man crew to perform the work. S&W will provide the P&P bonds. S&W will pay for SCE&G gas service installations.

Protégé:

Bill Head will supervise site work with a 3 man crew. Lee Hammersla or Jason Prouse will manage the project

Subcontractors:

Utility Electric will perform electrical scope and control connections

Special Arrangements:

none

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

a. Description of Mentor's responsibilities:

The mentor will complete two generator installations.

b. Description of Protégé's responsibilities on project:

The protege will complete two generator installations.

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

The mentor and protege will work together on scheduling to ensure enough manpower is available for each installation, materials are delivered at the appropriate time, and subcontractors' scopes of work are sequenced correctly.

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

Protégé will be performing 50% of the total scope of work. Of the 4 pump stations identified, 2 will be completed by HammerHead Utilities. Thus all phases of installation at 2 stations will be completed by Protégé. Each phase or location will take approximately one month.



CITY OF COLUMBIA

Department of Utilities and Engineering
 Compliance Division
 P.O. Box 147 | Columbia, South Carolina 29217
 Phone: 803-545-3049 Fax: 803-545-4130

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

For this project, the scopes for mentor and protégé are clearly defined, and we will adhere to those scopes. By doing so, compliance with the Mentor-Protégé program is assured

8. What are the team's specific, quantitative goals and milestones for the current project?

Specific measurable goals are to finish project completely within contractual time. Project milestones are to complete each location in a methodical manner.

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

Mentor and protege will have weekly progress meetings to document scopes of work completed, any anticipated issues, scheduling, etc.

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

Mentor will pay protege based on monthly pay applications.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division

P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Utility Electric	864-964-1600	PO Box 787 Anderson, SC 29622	S&W & HHU	\$60,500.00	WBE	14%
Blanchard CAT	8034126894	PO Box 7517 Columbia, SC 29202	S&W & HHU	\$130,356		30%

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: \$186,000.00
Percentage of Contract: 43% (Minimum of 20% of total contract amount is required)



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Stutts & Williams (Mentor Firm) this 22nd day of March, 2018.
Corporate SEAL

By: [Signature]
Title: OWNER

ATTEST:
By: [Signature]
Title: OWNER

EXECUTED by HammerHead Utilities (Protégé Firm) this 22nd day of March, 2018.
Corporate SEAL

By: [Signature]
Title: CFO

ATTEST:
By: [Signature]
Title: UR

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 10th day of May, 2018.

By: Ayesha Driggers
Title: Compliance Administrator

Bid No.: 040-17-18-CCP Installation of Backup Power Generators at Various Pump Station Sites - MPP

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Business Information Record

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

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved ? Yes or No
Blaschard CAT PO Box 7517 Columbia, SC 29202	SARA Cox 803-412-6824	Generators	\$130,356.00	30 %		No
Utility Electric PO Box 787 Anderson, SC 29622	Rick Brooks 864-964-1600	Electrical Work	\$60,500.00	14 %	WBE	No
				%		
				%		
				%		

TOTAL: \$ \$190,856.00

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

Business Name:

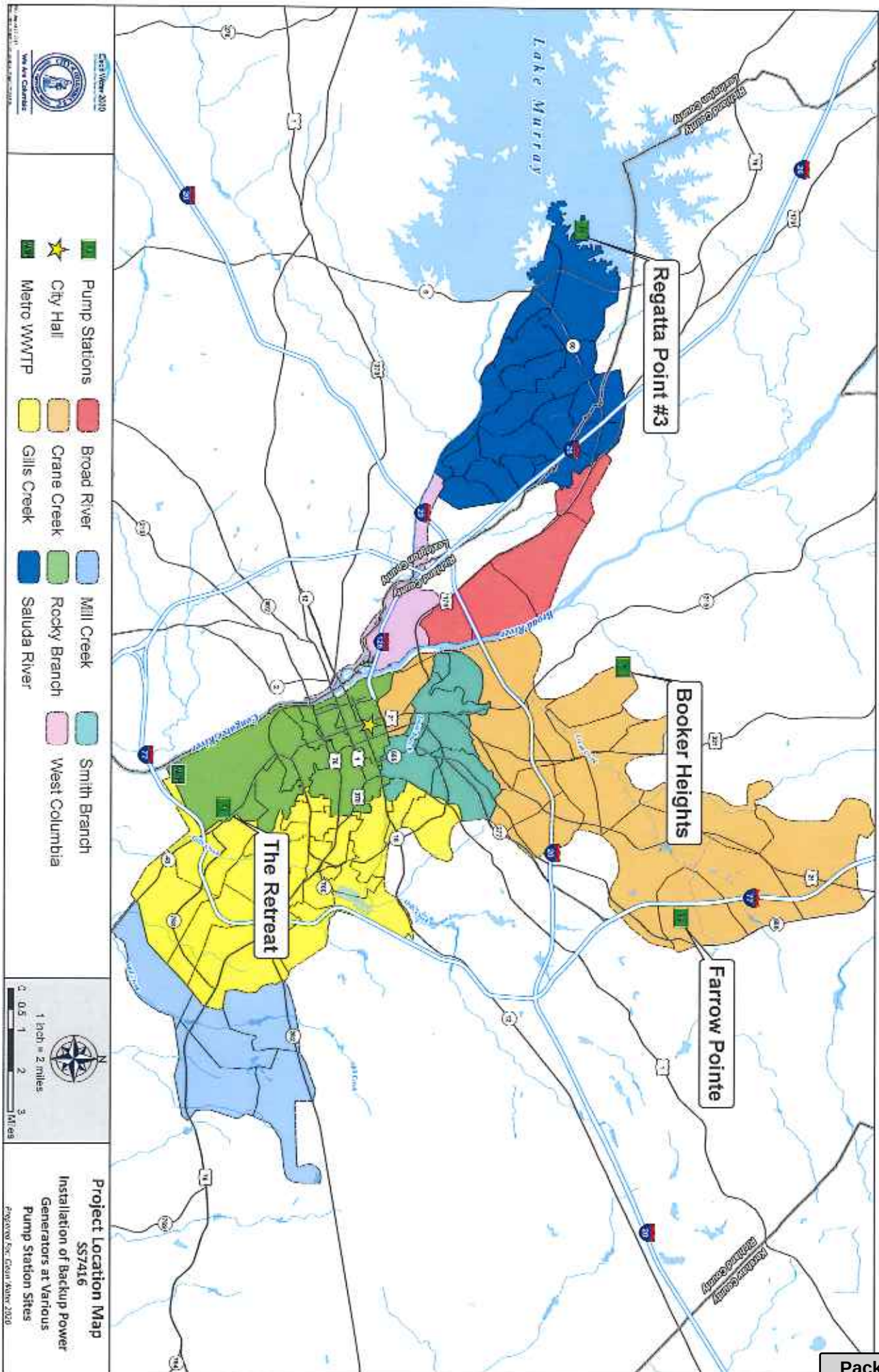
Stutts & Williams, LLC

Representative Name / Title:

Brad Stutts / Owner

Date:

3/21/18





We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve an Agreement for Project SS7428; Lower Saluda Relief and Major Pipe Rehabilitation Services, as requested by Columbia Water. Award to Brown and Caldwell in the amount of \$1,185,000.00. This firm is located in Columbia, SC.

PURPOSE: This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. 4D Engineering, a Minority Business Enterprise (Woman) of Columbia, SC is the Protégé and will provide analysis, design, permitting, geotechnical investigation, and public relations services at 21.6% (\$255,550.00) of the contract value.

The following sub-consultants will provide additional services:

Chao and Associates, a Minority Business Enterprise of Columbia, SC will provide surveying services and easement exhibits at 19.2% (\$228,060.00) of the contract value.

Environmental Permitting Consultants, Inc., a Small Business Enterprise of Lexington, SC will provide wetlands delineation and permitting services at 1.84% (\$21,800.00) of the contract value.

REQUISITION NO.: R185657

FINANCIAL IMPACT: Funding Source: Water and Sewer Capital Projects - Lower Saluda River Relief Sewer - Capital Projects Cost - 5529999-SS742801-658650. The original budgeted amount is \$1,300,000.00.

ORIGINAL BUDGET: \$1,300,000

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

The above referenced Agreement is to compensate the Engineer for providing technical consulting support for as sewer line pipe rehabilitation and capacity enhancement project. 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 Investigations

Task 500 Final Design

Task 600 Permits and Property

Task 650 Permit Application Fees

Task 700 Bidding and Award

Task 1100 Project Management

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

ATTACHMENTS:

- **#a:** Brown and Caldwell.2018.Lower Saluda ReliefSewerandMajorPipeRehabilitation.SS7428.agr.nj (PDF)
- **#b:** SS7428 Lower Saluda Relief Location Map - Figure 1 (PDF)

AGREEMENT FOR ENGINEERING SERVICES

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 Brown and Caldwell, (hereinafter referred to as the "Engineer"), for Engineer to provide technical consulting support for a sewer line pipe rehabilitation and capacity enhancement project for the City of Columbia, SC.

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

I. Scope of Services

Upon written notification by the City to proceed, the Engineer shall complete the scope of services more fully described in Exhibit A, attached hereto. The Engineer shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

II. Supplemental or Additional Services

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

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

III. Term of Agreement

This Agreement shall expire, unless terminated earlier as provided for herein, on March 31, 2020, or at such time the total compensation provided for herein is reached, whichever is later.

The term of the Agreement will be for an initial term of three (3) years from award and contract execution, with the option to renew or continue with work for two (2) additional one-year periods at the mutual pleasure of both parties.

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

IV. Schedule for Completion of Services

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

V. Compensation

A. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit B attached hereto, for Task 100 Evaluation and Design Phase Administration, shall be a lump sum fee of One Hundred Forty Thousand, Four Hundred Dollars and No/100 (\$140,400.00).

B. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit B attached hereto, for Task 200 Preliminary Planning, Investigation, Engineering and Alternative Analysis, shall be a lump sum fee of One Hundred Seventy-Six Thousand, Seven Hundred Dollars and No/100 (\$176,700.00).

C. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit B attached hereto, for Task 300 Survey and Utility Mapping, shall be a lump sum fee of Two Hundred Thirty-Nine Thousand, Three Hundred Dollars and No/100 (\$239,300.00).

D. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit B attached hereto, for Task 400 Geotechnical Investigations, shall be a lump sum fee of Forty-Seven Thousand, Six Hundred Dollars and No/100 (\$47,600.00).

E. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit B attached hereto, for Task 500 Final Design shall be a lump sum fee of Four Hundred Thirty Thousand, Five Hundred Dollars and No/100 (\$430,500.00).

F. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit B attached hereto, for Task 600 Permits and Property, shall be a lump sum fee of Thirty-Nine Thousand, Nine Hundred Dollars and No/100 (\$39,900.00).

G. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit B attached hereto, for Task 650 Permit Application Fees, shall be a lump sum fee of Four Thousand, Dollars and No/100 (\$4,000.00).

H. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit B attached hereto, for Task 700 Bidding and Award, shall be a lump sum fee of Thirty-One Thousand, Six Hundred Dollars and No/100 (\$31,600.00).

I. The compensation to be paid by the City to the Engineer under this Agreement shown on Exhibit B attached hereto, for Task 1100 Project Management, shall be on an hourly rate basis with a not to exceed fee of Seventy-Five Thousand Dollars and No/100 (\$75,000.00).

K. The total compensation to be paid by the City to the Engineer under this Agreement shall not exceed One Million, One Hundred Eighty-Five Thousand, Dollars and No/100 (\$1,185,000.00).

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

M. Invoicing Procedure:

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

8. The Engineer shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have concerning this project.
9. The Engineer shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement but only pertains to travel to and from Columbia if necessary to fulfill the terms of the Agreement.).
11. Lodging shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov, based on the date of travel.
12. Field documents and other equipment/supplies shall be invoiced at cost only; no markup allowed and with approved documentation, and
13. Other required non-labor expenses as may be applicable to the project and pre-approved by the City shall be invoiced at cost only; no markup allowed and with approved documentation.
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the subcontractor and/or vendor for work performed and materials/products furnished. If required, the Engineer shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
15. The Engineer shall provide the names of the subcontractors and/or vendors and a description of the work performed in the invoice/request for payment. The Engineer shall also provide a breakdown of the supplies and materials being billed by each subcontractor and/or vendor and the dollar amount to be reimbursed by the City.

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

N. Prompt Payment to Subcontractors and Material Suppliers – Exhibit F

1. The Engineer is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the Engineer has received payment from the City.
2. In addition, all Retainage amounts received from the City by the Engineer must be paid by the Engineer to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor 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 Subcontractor or material supplier requires good cause and prior written approval of the Assistant City Engineer for Construction or his/her designee.
 4. The Engineer 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 Engineer for work performed unless and until the Engineer ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the City lien waivers, canceled checks (if requested), and the Engineer's sworn statement that it has complied with the prompt payment requirements. The Engineer must submit a Prompt Payment Affidavit, Subcontractor list which identifies each Subcontractor (both DBE and non-DBE) with their contract values and the date and amount of the last payment to such Subcontractor(s), with every payment request filed with the City, except for the first payment request, on every Agreement with the City.
 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, Engineer debarment.
- O. Affirmative Action Procurement and Contracting Goals

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

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

The Engineer must comply with the affirmative action terms and conditions as outlined herein. The Engineer, 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.

P. SUBCONTRACTING GOALS

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

SB Goals	<u>1.8</u>	%
MBE	<u>19.2</u>	%
WBE	<u>21.6</u>	%
LSA	<u>0</u>	%

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

VI. Mentor-Protégé Program (<http://www.columbiasc.net/business-outreach/>)

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The Engineer must comply with Mentor-Protégé Program Guidelines. The Engineer agrees that the Mentor Protégé Program does not create any contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Engineer agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit E.

VII. Indemnification, Hold Harmless And Insurance

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

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

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

such employees are covered by the protection afforded by the Engineer's Worker Compensation Insurance. The Engineer shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

Liability: The Engineer shall provide to the City evidence of General Liability Insurance in an amount not less than one million and no/100 (\$1,000,000) per occurrence and two million and no/100 (\$2,000,000) dollars aggregate in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net.

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

Automobile Liability Insurance: \$500,000.00 combined single limit per accident for bodily injury and property damage.

B. The Engineer shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer and any subcontractor of the Engineer commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement and any renewals. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an Additional Insured.

C. The Engineer shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Engineer, its subcontractors, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Engineer will also agree to promptly notify the City of any civil or criminal actions filed against the Engineer or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided 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.

VIII. Permits and Licenses

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

B. The Engineer shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for

the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/SCDOT Encroachment Permits, Encroachment Permits for other utility rights-of-way and Railroad Right-of-Way Encroachment Permits/Agreements. The City shall obtain the approvals and/or permits identified by the Engineer and pay any costs relating to same.

C. The Engineer shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

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

IX. Duties Upon Termination

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

X. Termination of Agreement

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

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

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

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

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

F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Engineer shall only be entitled to the actual direct costs of all labor and material expended

on the services required under this Agreement prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Engineer. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

XI. Ownership of Project Documents

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

XII. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia, 1800 Main Street, 2nd Floor, Columbia, South Carolina 29201.

B. Written notice to the Engineer shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Brown and Caldwell, 250 Berryhill Rd., Suite 104, Columbia, SC 29210.

XIII. Consent Decree

A. The services performed by the Engineer pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Engineer by the City and is incorporated by reference herein. The Engineer 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 Engineer 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 Engineer's possession or control that relate in any manner to the Engineer's performance under this Agreement ("Preserved Documents"). Upon the Engineer's performance of all services required under this Agreement, the Engineer shall provide the City with all Preserved Documents. In addition to the requirements above, the Engineer 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 Engineer 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 Engineer first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Engineer 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 Engineer's rationale for attributing such delay to a force majeure event. The Engineer shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

D. The Engineer shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Engineer neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Engineer 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 Engineer 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 Engineer's failure to perform pursuant to the Agreement.

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

XIV. Miscellaneous

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

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

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

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

E. This Agreement shall be construed in accordance with the laws of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the courts of Richland 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 Engineer agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Engineer.

F. This Agreement represents the entire agreement between the City and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral.

Only written Change Order signed by both the City and the Engineer may amend this Agreement.

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

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

I. This Agreement is subject to City Council approval.

J. The Engineer acknowledges, for itself and its subcontractors, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

(1) influence the discharge of a public official's, public member's, or public employee's official responsibilities;

(2) influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or

(3) induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

K. In carrying out services under this Agreement, the Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Engineer shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, 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 Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Engineer will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

By: _____ Date: _____
Teresa Wilson, City Manager

BROWN AND CALDWELL

[Signature]
Witness

By: *Teresa Wilson* Date: 4/17/2018
Title: Vice President

BY: *[Signature]* Date: 4.18.2018
Joseph D. Jaco, P.E., Director of Utility Operations

BY: *[Signature]* Date: 4/18/18
Clint Shealy, P.E., Assistant City Manager for Columbia Water

BY: *Shannon Lizencki for* Date: 4/19/2018
Sandra A. Wright, CPPB, Purchasing Agent/
Director of Procurement and Contracts

APPROVED AS TO FORM
[Signature] 4/12/18
Legal Department City of Columbia, SC

EXHIBIT A

SCOPE OF SERVICES

City of Columbia

CIP # SS7428

Lower Saluda Relief Sewer and Major Pipe Rehabilitation

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for the Lower Saluda River Relief Sewer and Major Pipe Rehabilitation project. The general location of the project is shown on Figure 1 attached.

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

- Review of all Available Data
- Preparation and Evaluation of Alignment Alternatives
- Development of a Recommended Rehabilitation Plan
- Public Relations
- Engineering Design and Permitting
- Bidding Phase Support

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing 4D Engineering, LLC as the Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

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

- Participate in design review and progress meetings with the City as outlined.
- Provide monthly invoicing and schedule updates pertaining to Consultant's portion of the work to the City. Provide a detailed project schedule within one week of execution of the Contract.

- Plan and perform project quality control and quality assurance.
- Project Administration will terminate at the completion of Task 700.
- Provide monthly progress reports.
- Consultant will invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.

120 Coordination Meetings

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

- Kickoff meeting
- Monthly Progress meetings with CITY's Project Manager for duration of project.
- One (1) public meeting in Task item 140.
- Draft and Final Alternatives Analysis/Rehabilitation Plan Preliminary Engineering Report (PER) review meetings – two (2) meetings total.
- 60% and 90% design review meetings in Task item 560 – two (2) meetings total.
- One (1) pre-bid meeting in Task item 710.

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will utilize SharePoint provided by the CITY to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
- Consultant will adhere to and update schedule as shown in Attachment C.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

Consultant will provide public relations for this project to include:

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

150 Mentor-Protégé Program

Consultant and 4D Engineering, LLC will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- Consultant will continue the existing Mentor-Protégé Agreement with 4D Engineering, LLC.
- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines".
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- Schedule and attend all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

160 Task 100 Deliverables

- Monthly Progress Reports, Invoices, and Schedule updates

- Agenda and Minutes for the pre-construction meeting
- Agenda and Minutes for (18) meetings
- Notification, displays, and handouts for (1) Public Meeting
- Minutes, with City review comments, from the two milestone review meetings
- (6) Quarterly Mentor-Protégé Program Reports

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

210 General Data Collection, Field Recon and Coordination

- Consultant will coordinate with the CITY to obtain existing utility mapping in the project area.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- Consultant will obtain SCDOT and CITY maps for road and street right-of-way information.
- Consultant will contact other utilities in the area that can be determined from field observation for mapping and location information that may impact alignment of the proposed sewer.
- Consultant will utilize existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible sewer line routing alternatives in a table top type route analysis.
- Field Reconnaissance:
 - Based upon the table top analysis, field reconnaissance will be conducted on the identified routing alternatives. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the routing alternatives.
 - Consultant will meet with the CITY to discuss results of the data gathering and field reconnaissance. Upon agreement of the resulting possible alternatives more detailed evaluation of alternatives will be conducted.

220 Alternative Analysis/Rehabilitation Plan and Route Selection

- Upon completion of Task 210, Consultant will proceed with alternative analysis including the following alternatives:

- Locating the new relief gravity line within or adjacent to the existing sewer line easement (same general alignment as the existing line). The existing sewer will have select rehabilitation based on the condition assessment.
- Locating the new relief gravity line along a different alignment. The existing sewer will have select rehabilitation based on the condition assessment.
- Replacing the existing gravity line with a new larger sewer located within or adjacent to the existing sewer line easement except in selected areas where it may be advantageous to vary the alignment outside the existing easement for constructability, maintenance, and community/environmental impacts.

230 Preliminary Agency Coordination and Meetings

- Upon selection of final route selection, Consultant will contact all known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required. These agencies include:
 - U.S. Army Corps of Engineers
 - Lexington County
 - South Carolina Department of Health & Environmental Control (SCHDEC)
 - South Carolina Department of Transportation (SCDOT)
 - Irmo Chapin Recreation Commission (Saluda Shoals Park)

240 Preliminary Utility Coordination and Meetings

- Upon selection of final route selection, Consultant will contact all known utilities located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.
- Consultant will provide utility coordination for the project and provide utility mapping for the selected route.

250 Design Criteria

- CITY will provide the hydraulic report by Hazen & Sawyer to support the sizing of the proposed gravity line design and the adequate capacity of the downstream system components.
- Decision factors for the alternative analysis will be developed by the Consultant and reviewed by the CITY. Possible evaluation factors include; cost, constructability, access for maintenance, public impact, property and easement

requirements, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution.

- Consultant will design the new gravity line in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

260 Opinion of Probable Construction Cost and Schedule

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

270 Preliminary Design Reviews

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

280 Preliminary Alternative Analysis and Engineering Report

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

290 Task 200 Deliverables

- Agenda and Minutes from the 2 progress review meetings
- Draft and Final Preliminary Engineering Report
- Meeting materials and notes for utility and regulatory agency meetings

TASK 300 – Survey and Utility Mapping

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

310 Wetlands Survey

- "Waters of the United States", including streams, wetlands, and most ponds and lakes, are subject to Section 404 of the Clean Water Act, administered by the United States Army Corps of Engineers (USACE), and Section 401 of the Clean Water Act. Consultant will delineate wetlands along the pipeline route using the USACE Wetlands Delineation Manual (Environmental Laboratory, 1987), and the most recent supplementary technical literature for hydric soil, hydrology, and hydrophytic vegetation indicators. Jurisdictional waters other than wetlands (i.e., stream channels and impoundments) will be defined using USACE field indicators. Consultant will mark the jurisdictional boundaries of waters of the U.S. within 50 feet of the proposed alignment of the sewer lines in the field with sequentially numbered survey ribbons. Wetland flags, non-wetland waters, and selected reference landmark locations will be recorded using GPS units with sub-meter accuracy.
- The consultant will record the necessary data and complete wetland delineation data sheets (a summary of findings and characteristics of the site, a map depicting the jurisdictional boundaries of waters of the U.S., and data point locations), which are required by USACE for confirmation, and develop the site map based on GPS survey of the limits of wetlands and waters. One wetland, and one corresponding upland data point will be recorded for each wetland feature delineated. The results of the wetlands delineation, summary of findings and characteristics of the project site, collected wetlands data points, and mapping will be summarized in a Wetlands Delineation Report. The consultant shall submit the Wetland Delineation Report and an official Jurisdictional Determination Request form to the USACE for official determination of the jurisdictional waters of the U.S. Only the USACE can officially determine if a wetland or water is jurisdictional. If needed, the consultant will schedule an on-site meeting with the USACE to verify the delineation and obtain written jurisdictional determination of the delineation.

320 Field Survey

- Consultant shall coordinate with CITY to send survey notification letters. Consultant to provide addresses and property owners.
- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83 (2007)
- Vertical datum shall be: NAVD 88
- The Consultant's surveyor will complete field surveying along a 100-foot wide corridor of the proposed pipeline alignment. All relevant visual or physical features along the route will be surveyed including significant or "specimen" trees 12 inches and larger, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Detailed

surveying associated with mapping delineated wetland boundaries is not included in this scope of services. Consultant's surveyor shall recover existing horizontal control monuments and establish GPS control points along the pipeline alignments. Consultant's surveyor shall traverse along the proposed pipeline route to locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. Consultant's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals. Consultant's surveyor will also provide top of bank, bottom of bank, and water surface elevations at all water crossings along the proposed pipeline alignments. Significant rock outcroppings shall be identified.

- Locate both horizontally and vertically (where appropriate) along the route of the existing sewer and proposed alignment, all exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; all trees of sufficient size that require protection according to applicable sections of Lexington County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.
- All underground utilities as identified and marked in the field by the local utility locating service or the Consultant's Subsurface Utility Engineering sub-consultant shall be located by the survey. This shall include, but not be limited to, all electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the ENGINEER's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that all service lines as identified can be properly located. The ENGINEER's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating all underground utilities.
- All State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.
- Cross Sections along the center of the pipe route shall be taken every 100 feet at a minimum and at locations in between as required to define changes in slope, ditch

crossings, etc., as necessary to develop an accurate topography of the survey extents.

- The Consultant shall determine the necessary corridor to be surveyed for this project. At a minimum topographic survey and cross sections will include up to a 100-foot corridor and cover the area from the edge of pavement to the limits of a temporary construction easement. Where the gravity sewer is located adjacent to an existing roadway, the opposite side of pavement and driveways will be horizontally located to facilitate developing traffic control plans for the construction phase. Where the gravity sewer is within the road right of way, the adjacent property owners and their parcel sidelines will not be mapped.
- From the survey data, the survey subcontractor shall prepare final AutoCAD 2010, or newer, electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation.

330 Property Research and Easement Exhibits

- In consultation with CITY, the Consultant shall assist the City with easement acquisition through the research and preparation of easement exhibits for each property on which a temporary and/or permanent easement will be required. This Scope of Services is based on preparing 12 easement exhibits. Two rounds of edits are included for each exhibit; an amendment may be issued if additional edits or easement exhibits are required.

340 Utility Mapping

- The Consultant's surveyor shall provide existing utility information along the route of the survey. This information will be obtained with assistance of PUPS. No Sub Surface Utility Engineering (SUE) is proposed for this project. If deemed appropriate during detailed design, SUE can be added via Task 1100 Additional Services.

350 Task 300 Deliverables

- Copy of the Wetland Delineation Report and Jurisdictional Determination Request
- List of property owners along the survey route for notification
- Easement Exhibits

TASK 400 – Geotechnical Investigation

410 Field Investigation

- Consultant will utilize Terracon for geotechnical services to provide subsurface soil conditions along the proposed project routing. Up to 30 borings will be performed along the preferred routing to determine general soil conditions. This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project. It is assumed that 20 borings will be to a depth of 20 feet, and 10 borings will be to a depth of 30 feet below grade. A minimum of two borings per each “bore & jack” location will be performed.
- Split-barrel samples will be taken at each boring. Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling. Borings within the SCDOT right-of-way will be backfilled with grout. No restoration beyond backfilling bore holes has been anticipated in this scope of work.
- Where auger refusal occurs above the anticipated sewer depth, periodic rock core samples will be obtained to determine the Rock Quality Designation (RQD) and define the integrity and density of the rock. Up to 5 rock core samples are included in the scope.
- The samples will be tested in a laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, Atterberg limit, and strength tests (unconfined compression/calibrated penetrometer), as appropriate. The results of field and laboratory testing will be evaluated by a professional geotechnical engineer licensed in the State of South Carolina.
- This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project. A Geotechnical Engineering Report will be prepared based on the results of the evaluation that details the results of the testing performed. The report will include the following:
 - Computer generated boring logs with soil stratification based on visual soil classification
 - Summarized laboratory data
 - Groundwater levels observed during and after completion drilling
 - Boring location plan
 - Subsurface exploration procedures
 - Encountered soils conditions
 - Subgrade preparation/earthwork recommendations including minimum relative density requirements
 - Anticipated excavation conditions, including difficult excavation and groundwater conditions

- Sub-consultant will obtain all SCDOT and City permits required to conduct investigation on public right-of-way. CITY will obtain right of entry and investigation as required on private property.

420 Task 400 Deliverables

- Geotechnical Engineering Report

TASK 500 – Final Design

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

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

520 Utility Coordination

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

530 Project Plans and Specifications

- Consultant will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contact Documents shall consist of and include the following:
 - Detailed plan and profile drawings on 24" x 36" plan sheets, 1:40 (horizontal) and 1:4 (vertical) scale.
 - Relevant features impacting construction as located by the survey.
 - Design and construction details.
 - Sediment and erosion control details.
 - Relevant environmental features.
 - Traffic control plans.

- Pipe rehabilitation plan sheets, 1:100 scale.
 - Existing pipe demolition/abandonment as needed.
 - By-pass pumping plan as needed.
 - Specifications coordinated with the CITY'S standard contract documents.
 - Special conditions related to permit requirements and easement requirements.
 - Material specifications including minimum installation requirements.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. Consultant will provide the technical specifications, bid quantities, measurement and payment items and special provisions.
- Upon approval of the 100% submittal, Consultant will provide one set of final bid plans, a CD containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

540 Regulatory Agency Coordination

- Consultant will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction of the new transmission line in accordance with regulatory requirements.
- Consultant will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - South Carolina Department of Health and Environmental Control
 - US Corps of Engineers - Wetlands
 - Lexington County – Storm Water
 - South Carolina Department of Transportation
 - Irmo Chapin Recreation Commission (Saluda Shoals Park)
- In addition to regulatory agencies, the Consultant will coordinate with the Irmo-Chapin Recreation Commission and South Carolina Electric & Gas to identify and address issues impacting design and construction scheduling.

550 Opinion of Probable Construction Cost and Schedule

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

560 Design Reviews

- Consultant will develop and implement a Quality Assurance / Quality Control plan. A copy of this plan will be submitted to the CITY at the beginning of the project.
- After each internal technical review, Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) completion milestones. Consultant will meet with the CITY during these milestones to discuss the project and obtain input from the Client. Following the review, Consultant will make revisions as requested by the City. Documentation of the completed reviews will be provided to the CITY by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.
- Upon approval by the City, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

570 Task 500 Deliverables

- Copy of the Consultant's QA/QC Plan
- The 60% Completion Milestone Design Submittal
- The 90% Completion Milestone Design Submittal
- Opinions of Probable Construction Cost
- The 90% Design (Permit Submittal Set)
- The 100% Design Bid Documents

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to task 330 above.
- The Consultant will rely on Lexington County Tax Map information in identifying property owners and will research Lexington County records for property plats that have been recorded and filed with the County. The Consultant cannot guarantee the accuracy of the County records, but will revise the plats as necessary if during the legal research and easement acquisition process corrections are required to the plats.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the Consultant.

- Upon CITY approval of the 60% design plans, Consultant shall prepare and submit easement exhibits. Refer to task 330 above.

620 Permits

- **Construction Permit:** Upon CITY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval.
- **Stormwater Permit:** The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by Lexington County. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant's subcontractor, 4D Engineering, will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the City of Columbia. Consultant will provide all required submittal copies and respond to all inquiries by the CITY.
- **Wetlands Permit:** The consultant will prepare a Pre-Construction Notification for a NW12 Permit for proposed impacts to waters of the U.S. Included in this application will be 2 typical stream crossing details, one for temporary impacts, and one for a permanent impact. These details may be incorporated into the design. The consultant will coordinate with the regulatory agency to respond to questions and comments. The scope of work task assumes the following:
 - The proposed impacts will meet the conditions for a NW12 Permit and an Individual Permit will not be required.
 - If the NW12 Permit conditions cannot be met, additional permitting (e.g. Individual Permit) will be conducted under additional services (Task 1100).
 - Compensatory mitigation will not be required. If impacts cannot be avoided or minimized and compensatory mitigation is required, preparation of a Mitigation Plan will be conducted under additional services (Task 1100).
 - This project will have no impacts to threatened or endangered species, or historical/cultural resources.

- The fee for the permit application will be paid through Task 650, Permit Fee Allowance.
- Roadway Encroachment Permits: This scope assumes a Lexington County and /or a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will submit for review and approval for an Encroachment Permit by Lexington County and/or the SCDOT; work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish the City of Columbia with the required number of copies of plans and specifications needed for review and final approval.
- Railroad Permits: This scope does not include railroad encroachment permits or permits/reporting required for SRF funding. If they are required, they can be added by amendment.

650 Permit Application Fees:

The Consultant will utilize this Not-to-Exceed task for direct costs associated with permit fees. No labor is included in this Task. A total of \$4,000 of permit fees are anticipated. The estimated fees for permits are as follows:

- SCDHEC Construction Permit - \$350
- Stormwater Permit and Inspection Fees - \$3,000
- SCDOT Encroachment Permit - \$150
- Other - \$150

This cost will cover all permit fees apart from any wetland mitigation fees. The limit as identified in the proposal is a 'not-to-exceed' value without written consent of the CITY

TASK 700 – Bidding and Award

710 Bidding Assistance

- Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFI's), and attending the bid opening.
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.

- While a formal prequalification process is not anticipated, Consultant will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

720 Award Recommendation

- Consultant will review bids received and assist City in evaluating the bids and recommending award of the contract. This shall include reviewing bid forms for mathematical accuracy, and conducting phone interviews with the low bidder's references. The Consultant will provide the City a letter of recommendation to award.

730 Conformed Documents

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

740 Task 700 Deliverables

- Pre-bid Conference Agenda
- Addenda
- Award Recommendation Letter
- Conformed Documents

TASK 800 – Engineering Services During Construction

- This service is not provided under this agreement at this time. Construction administration and observation services may be authorized by Contract Amendment at a later date.

TASK 900 – Full Time Construction Inspection

- This service is not provided under this agreement.

TASK 1000 – Project Closeout

- This service is not provided under this agreement at this time. Project Closeout and Record Drawing services may be authorized by Contract Amendment at a later date.

TASK 1100 – Additional Services

1110 General Task

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

- Additional gravity sewer replacement above the approximately 17,700 linear feet identified in the project description.
- Additional Surveying outside original scope or for Record Drawings.
- Flood Study or Flood Impact Analysis.
- Changes to the alignment corridor after the final Preliminary Engineering Report has been submitted.
- Tunnel design.
- Pier support design for aerial stream crossings.
- Professional engineering services related to additional or extended design and bidding services. Bidding services are based on a forty-five (45) day advertisement period.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement.
- Additional property research and easement exhibits, other than outlined herein
- Construction phase services.
- Environmental assessments to include surveys/studies for threatened or endangered species, or historical/cultural resources.
- Additional permitting (e.g. Individual Permits, State Navigable Waters, FEMA Floodplain, Riparian Buffers) or permit fees beyond the amount listed in Task 650.
- Compensatory mitigation for wetlands impacts.
- Condition assessment of existing lines and manholes.
- Modifications to the design after 90% design review comments have been received
- Multiple bid packages. It is assumed a single bid package/construction contract for this project, and the project will not be broken into phases of construction .
- Changes to the design during construction that are related to unknown site conditions or other onsite projects.

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

ATTACHMENT A TO EXHIBIT A
RESPONSIBILITIES OF THE OWNER

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

The CITY agrees to perform the following:

- Provide assistance in gaining access to all sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the Engineer with gaining safe access.
- For manholes and sewer line that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay all permitting and other local fees that may arise from the work completed as part of this Agreement, beyond what is assumed in Task 650.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.
- Review and agree to proposed alignments at 60% design review meeting prior to finalization of easements.

EXHIBIT B
COMPENSATION

City of Columbia
CIP # SS7428
Lower Saluda River Relief Sewer and Major Pipe Rehabilitation

Compensation for services provided under Tasks 100 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$1,185,000.00. This includes \$1,106,000.00 of lump sum tasks, \$4,000.00 as needed for permit application fees, and \$75,000.00 of contingency according to the attached schedule of hourly billing rates. Lump Sum and Hourly tasks are clearly labeled in the chart below.

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

Task	Description	Hours/ LS	Subconsultants	Total
100	Evaluation and Design Phase Administration	LS	\$ 58,445.00	\$ 140,400.00
200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	LS	\$ 25,860.00	\$ 176,700.00
300	Survey and Utility Mapping	LS	\$ 226,350.00	\$ 239,300.00
400	Geotechnical Investigations	LS	\$ 43,510.00	\$ 47,600.00
500	Final Design	LS	\$ 104,875.00	\$ 430,500.00
600	Permits and Property	LS	\$ 21,370.00	\$ 39,900.00
650	Permit Application Fees			\$ 4,000.00
700	Bidding and Award	LS	-	\$ 31,600.00
800	Eng. Services during Construction		-	-
900	Full Time Construction Inspection		-	-
1000	Project Closeout		-	-
1100	Additional Services	Hourly	\$ 25,000.00	\$ 75,000.00
	Total of Contract		\$ 505,410.00	\$ 1,185,000.00
	% of Contract to Subconsultants		42.6%	
	% of Contract to Protégé		21.6%	

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

SCHEDULE OF HOURLY BILLING RATES

January 1, 2018

City of Columbia

Level	Engineering	Technical/Scientific	Administrative	Hourly Rate
A	Drafter Engineering Aide Inspection Aide	Field Service Technician III	Accountant I Word Processor III Office/Support Services IV	\$75
B	Engineer I Senior Drafter Senior Illustrator Inspector I	Geologist/Hydrogeologist I Scientist I Senior Field Service Technician	Accountant II Word Processor IV	\$95
C	Engineer II Inspector II Lead Drafter Lead Illustrator	Geologist/Hydrogeologist II Scientist II	Accountant III Area Business Operations Mgr Technical Writer Word Processing Supervisor	\$105
D	Engineer III Inspector III Senior Designer Supervising Drafter Supervising Illustrator	Geologist/Hydrogeologist III Scientist III	Accountant IV Administrative Manager	\$120
E	Senior Engineer Principal Designer Senior Construction Engineer Senior Engineer	Senior Geologist/Hydrogeologist Senior Scientist	Senior Technical Writer	\$140
F	Principal Engineer Principal Construction Engineer Supervising Designer	Principal Geologist/Hydrogeologist Principal Scientist	Corporate Contract Administrator	\$170
G	Supervising Engineer Supervising Constr. Engineer Supervising Engineer	Supervising Scientist Supervising Geologist/ Hydrogeologist	Assistant Controller	\$185
H	Managing Engineer	Managing Geologist/Hydrogeologist Managing Scientist	Area Bus Ops Mgr IV	\$200
I	Chief Engineer Executive Engineer	Chief Scientist Chief Geologist/Hydrogeologist	Corp Marketing Comm. Mgr.	\$225
J	Vice President Senior Vice President Chief Executive Officer			\$240

Unit Price Items:

Easements: \$850/Exhibit

Surveying: \$1,400/Day

Sub Consultants, Outside Services and Other Direct Costs: 10% markup

EXHIBIT C**City of Columbia****CIP # SS7428****Lower Saluda River Relief Sewer and Major Pipe Rehabilitation
Schedule – Gantt Chart**



EXHIBIT D**SUBCONSULTANT FORM****City of Columbia****CIP # SS7428****Lower Saluda River Relief Sewer and Major Pipe Rehabilitation****SUBCONSULTANT FIRM INFORMATION RECORDS**

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

Firm Name and Address	Contact Name and Telephone #	Group/Classification (MBE, WBE, SBE, Non MBE/WBE/SBE) Select ONE	Services to be Provided	Dollar Value of Services*
4D Engineering 603 South Lake Drive Lexington, SC 29072	Charlie Deep 803-356-0909	WBE (Protégé)	Analysis, Design, Permitting, Geotechnical Investigation, Public Relations	\$255,550.00
Chao & Associates 7 Clusters Ct. Columbia, SC 29210	Gerald Lee 803-772-8420	MBE	Surveying and Easement Exhibits	\$228,060.00
Environmental Permitting Consultants, Inc. P.O. Box 1207 Lexington, SC 29071	Richard Bates 864-271-3040	SBE	Wetlands Delineation and Permitting	\$21,800.00

*Estimated fee; fee may vary based on actual services provided.
Please clearly note the Protégé Firm in the "Group" Column.
Add additional rows as needed.

EXHIBIT E



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division

P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 2/28/2018 Project Number: SS7428
Mentor: Brown and Caldwell Project Name: Lower Saluda River Relief
Protégé: 4D Engineering Duration of the Project: 20 months
Project Contract Amount: \$1,185,000 Protégé Amount: \$255,550

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

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

BC has executed a Master Services Agreement with 4D Engineering. This project will be contracted via a task order to that MSA. 4D Engineering will generally be responsible for alternatives analysis, geotechnical investigation, public outreach, permitting and agency coordination. 4D Engineering will focus design efforts on erosion and sedimentation control and sewer bypass planning.

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

4D Engineering will gain experience by participating working closely with BC's infrastructure design group that has vast experience in similar projects. 4D will contribute to the project by coordinating with key stakeholders, developing plans to enable wastewater flow continuity and overall constructibility, and preparing plans to mitigate impact to the environment, Saluda River and contributing tributaries.

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

4D Engineering will participate in progress meetings, public outreach, agency meetings, and submittal review meetings. Prior to submittals being delivered to the City, BC and 4D will review their products together.



CITY OF COLUMBIA

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

Mentor:

Jay Mazzei - Project Manager; Wayne Iseman - Client Service Manager; John Epting - Design

Protégé:

Charlie Deep - Project Manager; Janet Deep - Client Service; Justin Waring - Project Engineer

Subcontractors:

Protege will subcontract geotechnical investigations.

Special Arrangements:

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

a. Description of Mentor's responsibilities:

Overall project delivery (see Exhibit A of agreement). Includes quality and completeness of planning, analysis, design, and development of construction contract documents. Mentor will be responsible for subcontracting surveying and wetlands delineation/permitting.

b. Description of Protégé's responsibilities on project:

Assist in project delivery (see Exhibit A of agreement). Includes analysis, design, and development of construction contract documents. Protege will be responsible for conducting public outreach, lead permitting efforts, and subcontracting geotechnical investigations.

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

Plans and details will be developed as a cohesive set.

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

Phase 100 - 7 months; Phase 200 - 4 months; Phase 300 - 4 months; Phase 400 - 4 months; Phase 500 - 9 months; Phase 600 - 7 months; Phase 700 - 6 months; Phase 1100 - Project Duration. 4D will be heavily utilized in Phase 100,200,500 and have lead in Phase 400 and 600.



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

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

8. What are the team's specific, quantitative goals and milestones for the current project?

Meet the project schedule - design ready for construction in FY 19-20
Meet the project budget
Gain buy-in from key stakeholders as the project progresses, starting with early engagement
Coordinate with regulatory agencies to identify and address concerns prior to permit submittal

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

Internal meetings will be scheduled monthly prior to Clean Water 2020 meetings.
Meetings will also be held to conduct QA/QC reviews prior to deliverable submission.

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

4D Engineering will submit invoices monthly to BC, by the 15th of each month, in order to be included in BC's monthly invoicing to the City. Invoices will be by Percent Complete for specific phases/tasks. 4D Engineering will be paid within 10 days of BC receiving payment from the City. Additional services will be negotiated with BC, for inclusion in BC's negotiations with the City.



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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Chao & Associates	803.772.8420	7 Clusters Court Columbia, SC 29210	Brown and Caldwell	\$228,060	MBE	19.2%
Environmental Permitting Consultant	864.271.3040	P.O. Box 1207 Lexington, SC 29071	Brown and Caldwell	\$21,800	SBE	1.8%

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: \$255,550.00
Percentage of Contract: 21.6% (Minimum of 20% of total contract amount is required)



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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Brown and Caldwell (Mentor Firm) this 28 day of February, 2018.
Corporate SEAL

By: James F Mazzei
Title: Project Manager/Senior Associate

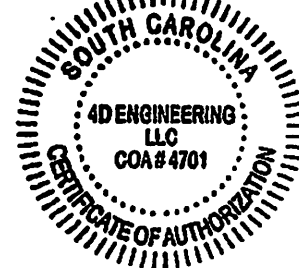
ATTEST:
By: Joshua L Standridge
Title: Assistant Project Manager



EXECUTED by 4D Engineering (Protégé Firm) this 2 day of March, 2018.
Corporate SEAL

By: Janet L Deep
Title: Chief Executive Officer

ATTEST:
By: Charles W Deep
Title: President



RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 5th day of March, 2018.

By: Ayesha Triggers
Title: Compliance Administrator

EXHIBIT F - PROMPT PAYMENT AFFIDAVIT

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

Re: Payment Request No. _____

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

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

Attach a copy of the written approval from the Department of _____.

Company Name

Signature

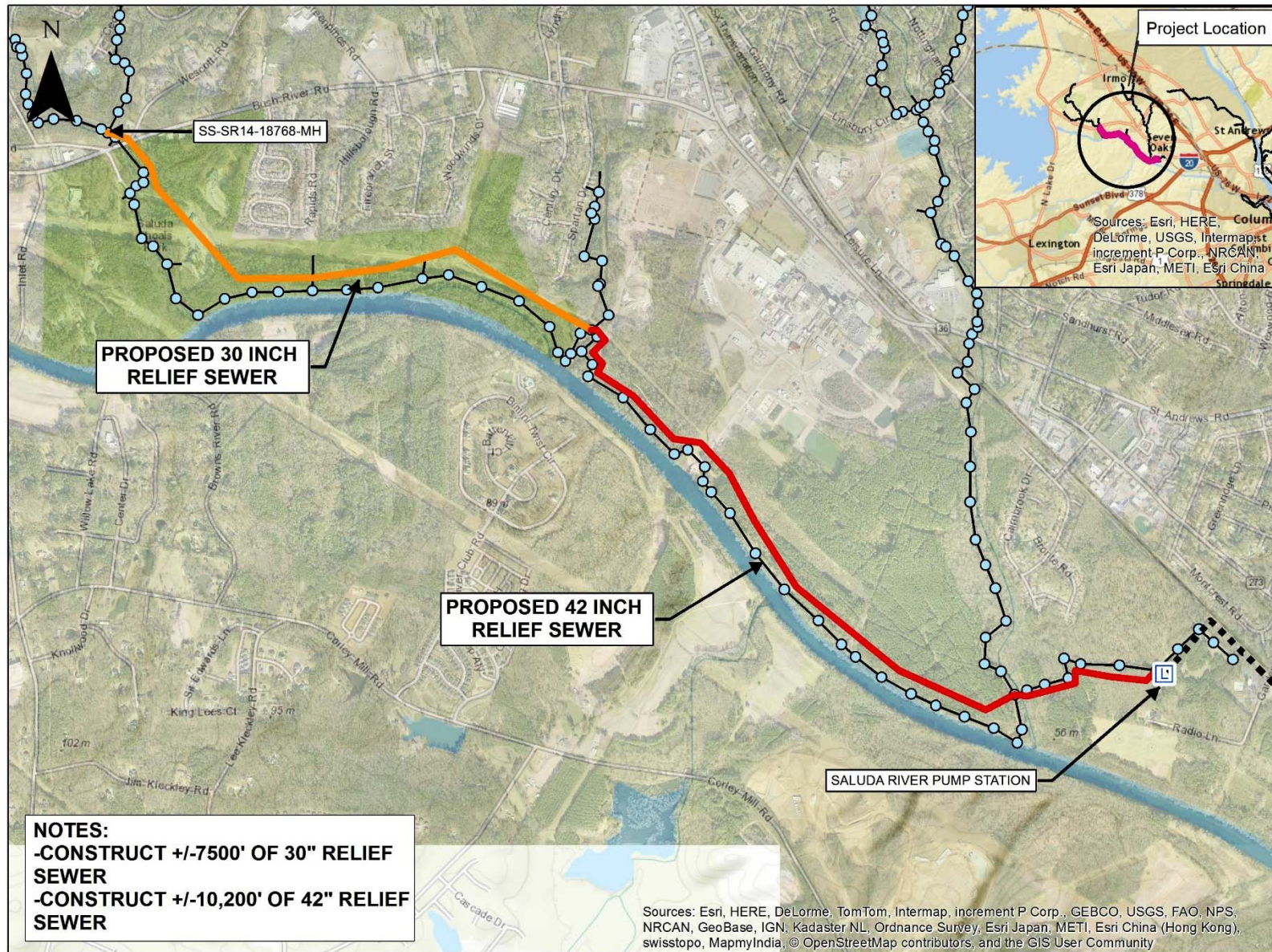
Print Name

Date: _____

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

Notary Public

LOWER SALUDA RELIEF SEWER





We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Agreement for Project SS7424; Broad River 02 Sewer System Evaluation Study and Sewer Rehabilitation Services, as requested by Columbia Water. Award to AECOM Technical Services, Incorporated in the amount of \$1,522,423.00. This firm is located in Columbia, SC.

PURPOSE: This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. DESA, Inc., a Minority Business Enterprise (Woman) of Columbia, SC is the Protégé and will provide Manhole Inspections, Zoom Camera Inspections, Smoke Testing, Public Relations, and Construction Administration services at 20% (\$303,752.00) of the contract value.

Sub-consultant Hydrostructures, P.A., of Cayce, SC will provide CCTV and Dye Water Testing services at 18.6% (\$303,752.00) of the contract value.

REQUISITION NO.: R182684

FINANCIAL IMPACT: Funding Source: Water & Sewer Capital Projects – Broad River 02 Sub-Basin SSES- Capital Project Cost-5529999-SS742401-658650. The original budgeted amount is \$1,522,423.00.

ORIGINAL BUDGET: 1,522,423.00

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

The above referenced Agreement is to compensate the Engineer for providing assessment, design, and construction services for the investigation and rehabilitation of the Broad River 02-Sub0Basin. The services being provided will encompass the following:

Task 1.0 Project Management and Administration

Task 2.0 Data Management

Task 3.0 Sewer Assessment

Task 4.0 Sewer Results and Preliminary Design Report

Task 5.0 Rehabilitation Implementation

Task 6.1 General Services During Construction

Task 6.2 Full Time Construction Inspections

Task 7.0 Client Controlled Contingency

Services to be performed will impact City Council Districts 1 and 2. The Office of the City Attorney has approved the Agreement. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** AECOM.2018.Broad River 02 Sewer System Evaluation. Agr.SS7424.nj (PDF)
- **#b:** SS7424 BR02_SSES_council_map (PDF)

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and AECOM Technical Services Inc., (hereinafter referred to as the "Consultant"), for Consultant to render assessment, design, and construction services for the investigation and rehabilitation of the Broad River 02-Sub-Basin.

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

I. Scope of Services

Upon written notification by the City to proceed, the Consultant shall complete 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.

II. Supplemental or Additional Services

The City may require Supplemental or Additional Services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

III. Term of Agreement

This Agreement shall expire, unless terminated earlier as provided for herein, June 30, 2020, or at such time the total compensation provided for herein is reached.

IV. Schedule for Completion of Services

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

V. Compensation

A. The compensation to be paid by the City to the Consultant under this Agreement shown on Exhibit B attached hereto, for Task 1.0 – Project Management and Administration shall be a lump sum fee of Ninety-Nine Thousand, Thirty-One Dollars and No/100 (\$99,031.00).

B. The compensation to be paid by the City to the Consultant under this Agreement shown on Exhibit B attached hereto, for Task 2.0 – Data Management shall be a lump sum fee of One Hundred Fifty-Nine Thousand Dollars and No/100 (\$159,000.00).

C. The compensation to be paid by the City to the Consultant under this Agreement shown on Exhibit B attached hereto, for Task 3.0 – Sewer Assessment shall be a lump sum fee of Six Hundred Five Thousand, Four Hundred Eighty-Four Dollars and No/100 (\$605,484.00).

D. The compensation to be paid by the City to the Consultant under this Agreement shown on Exhibit B attached hereto, for Task 4.0 – Sewer Assessment Results and Preliminary Design Report shall be a lump sum fee of One Hundred Five Thousand, Three Hundred Seventy-Five Dollars and No/100 (\$105,375.00).

E. The compensation to be paid by the City to the Consultant under this Agreement shown on Exhibit B attached hereto, for Task 5.0 – Rehabilitation Implementation shall be a lump sum fee of Fifty-Eight Thousand, Seventy-Five Dollars and No/100 (\$58,075.00).

F. The compensation to be paid by the City to the Consultant under this Agreement shown on Exhibit B attached hereto, for Task 6.1 – General Services during Construction shall be a lump sum fee of One Hundred Thirty-Eight Thousand, Two Hundred Thirty-Three Dollars and No/100 (\$138,233.00).

G. The compensation to be paid by the City to the Consultant under this Agreement shown on Exhibit B attached hereto, for Task 6.2 – Full Time Construction Inspections shall be on an hourly rate, not to exceed basis of Two Hundred Eighteen Thousand, Eight Hundred Twenty-Three Dollars and No/100 (\$218,823.00).

H. The compensation to be paid by the City to the Consultant under this Agreement shown on Exhibit B attached hereto, for Task 7.0 – Client Controlled Contingency for Additional Services shall be a lump sum fee of One Hundred Thirty-Eight Thousand, Four Hundred Two Dollars and No/100 (\$138,402.00).

I. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed One Million Five Hundred Twenty-Two Thousand, Four Hundred Twenty-Three Dollars and No/100 (\$1,522,423.00).

J. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Sub-consultants shown on Exhibit D hereto. Each invoice shall bear the signature of the Consultant, which

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

K. Invoicing Procedure:

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

invoicing concerns that the City may have concerning this project.

9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement but only pertains to travel to and from Columbia if necessary to fulfill the terms of the Agreement.).
11. Lodging shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov, based on the date of travel.
12. Field documents and other equipment/supplies shall be invoiced at cost only; no markup allowed and with approved documentation, and
13. Other required non-labor expenses as may be applicable to the project and pre-approved by the City shall be invoiced at cost only; no markup allowed and with approved documentation.
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the subcontractor and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
15. The Consultant shall provide the names of the subcontractors and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each subcontractor and/or vendor and the dollar amount to be reimbursed by the City.

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

L. Prompt Payment to Subcontractors and Material Suppliers – Exhibit F

1. The Consultant is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the 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 Subcontractor no later than fourteen (14) calendar days after the Subcontractor has, in the opinion of the Assistant City Consultant for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subcontractor or material supplier requires good cause and prior written approval of the 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 work performed unless and until the Consultant ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subcontractor list which identifies each Subcontractor (both DBE and non-DBE) with their contract values and the date and amount of the last payment to such Subcontractor(s), with every payment request filed with the City, except for the first payment request, on every Agreement with the City.
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.

M. Affirmative Action Procurement and Contracting Goals

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

This goal extends to bidders, contractors, subcontractors and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

N. SUBCONTRACTING GOALS

As a result of this Agreement, the subcontracting goals are as follows as stated in Exhibit C:

SB Goals	<u>0</u>	%
MBE	<u>20</u>	%
WBE	<u>0</u>	%
LSA	<u>0</u>	%

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

VI. Mentor-Protégé Program (<http://www.columbiasc.net/business-outreach/>)

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The 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 Implementation Plan is attached hereto as Exhibit F.

VII. Indemnification, Hold Harmless And Insurance

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

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

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

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

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

Automobile Liability Insurance: \$500,000.00 combined single limit per accident for bodily injury and property damage.

B. The 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 subcontractor of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement and any renewals. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an Additional Insured.

C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its subcontractors, officers, agents and employees of any of the obligations under this Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The 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

VIII. Permits and 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, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/SCDOT Encroachment Permits, Encroachment Permits for other utility rights-of-way and Railroad Right-of-Way Encroachment Permits/Agreements. The City shall obtain the approvals and/or permits identified by the 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.

IX. 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.

X. Termination of Agreement

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

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

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

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

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

F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the 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 stated herein.

XI. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Consultant or any subcontractor 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.

XII. Notice

A. Written notice to the City shall be made by placing such notice in the United States

Mail, postage prepaid and addressed to: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia, 1800 Main Street 2nd Floor, Columbia, South Carolina 29201.

B. Written notice to the Consultant shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: AECOM Technical Services Inc., 101 Research Drive, Columbia, SC 29209.

XIII. 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.

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 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. Only written Change Order signed by both the City and the Consultant may amend this Agreement.

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

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

I. This Agreement is subject to City Council approval.

J. The Consultant acknowledges, for itself and its subcontractors, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

(1) influence the discharge of a public official's, public member's, or public employee's official responsibilities;

(2) influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or

(3) induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

K. In carrying out the 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 to be provided by the government 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.

Intentionally Left Blank

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness By: _____ Date: _____
Teresa Wilson, City Manager

AECOM TECHNICAL SERVICES INC,

Witness By: *[Signature]* Date: 4/12/18
Title: Vice President

BY: *[Signature]* Date: 4.16.18
Joseph D. Jaco, P.E., Director of Utility Operations

BY: *[Signature]* Date: 4/16/18
Clint Shealy, P.E., Assistant City Manager for Columbia Water

BY: *[Signature]* Date: 4/19/2018
Sandra A. Wright, CPPB, Purchasing Agent/
Director of Procurement and Contracts

APPROVED AS TO FORM
[Signature] 4/10/18
Legal Department City of Columbia, SC

EXHIBIT A SCOPE OF SERVICES

City of Columbia
CIP # SS7424
Broad River 02

Sewer System Evaluation Study and Sewer Rehabilitation Implementation

The services performed by AECOM (CONSULTANT) as a part of this project include providing technical engineering support to the City of Columbia (CITY) for a Sewer System Evaluation Study (SSES) of a portion of the CITY's sanitary sewer system to identify problems that may lead to sanitary sewer overflows (SSOs). The investigations are intended to identify structural, operations and maintenance, and infiltration and inflow (I/I) related problems. The intent of this project is to meet the requirements of the Continuing Sewer Assessment Program (CSAP) and the Infrastructure Rehabilitation Program (IRP) which are components of the Consent Decree under which the CITY is performing this work.

In this scope and all associated attachments, the CITY and OWNER are synonymous. The term CONSULTANT refers to the firm performing the field services (ENGINEER OR SUBCONSULTANT) during the study and design phase. Contractor refers to the construction contractor during the construction phase in this scope.

The project area is identified in **Figure 1**. Pipes 15-inches in diameter and greater, and manholes connected to these pipes, will be assessed under a separate contract and are excluded from this Scope of Services. Consultant to confirm with the City all manholes identified in the field where pipes transition to 15-inches or larger (boundary of this scope).

The project includes the collection of data for a portion of the CITY's collection system infrastructure for use in determining rehabilitation and replacement needs. This Scope of Services specifically includes all the work outlined in the following specification sections (also attached as Exhibit E):

- Section 00313 GIS Database Update for SSES Projects
- Section 00314 Database Template Description PACP for SSES Projects
- Section 00315 Database Template Description Dye Testing for SSES Projects
- Section 00316 Database Template Description Smoke Testing for SSES Projects
- Section 00317 Database Template Description MACP for SSES Projects
- Section 02650 Sewer Line Cleaning Prior to CCTV and Rehabilitation Work
- Section 02731 Sanitary Sewer Television Inspection for SSES Projects
- Section 02760 Dye Testing for SSES Projects
- Section 02764 Gravity Sewer System Smoke Testing for SSES Projects
- Section 02767 Sanitary Sewer Flow Control
- Section 02770 Manhole Inspections for SSES Projects

This project includes implementation of subsequent sewer system rehabilitation to address high priority problems that may lead to SSOs. This includes correcting structural and maintenance related defects and correcting sources of I/I. The rehabilitation implementation tasks include design of the high priority rehabilitation, bidding services, construction inspection, and general services support during construction of the sewer rehabilitation.

The specifications and all associated requirements in Exhibit E shall apply throughout this Scope of Services, even if not specifically referenced. CONSULTANT to determine with OWNER where specific tasks within the specifications fall into the overall Scope of Service if not clearly defined.

The asset naming conventions are defined in the specifications. Please coordinate with the CITY before beginning work to verify naming conventions to be used throughout the project.

Task 1.0 – Project Management and Administration during Assessment, Design and Construction Administration

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

- Communicate with the CITY through a single point of contact, the CONSULTANT's Project Manager.
- Throughout the project, the CONSULTANT will maintain regular contact through the CITY's staff. This scope includes a kickoff meeting at the beginning of the project and 17 monthly progress meetings during the execution of Tasks 1 through 5, and will include a 30 Percent Design Review Meeting. The CONSULTANT will issue meeting minutes for each meeting during Tasks 1 through 5. During Task 5, the CONSULTANT will hold a progress meeting at the 90 percent design completion milestone. At the project milestones (30 percent and 90 percent), the CONSULTANT will compile all comments received during the meetings and respond to one consolidated set of comments from the CITY utilizing the CITY's Standard Comment Form. Responses to the comments will be checked for acceptance by individual commenters before being accepted and closing out the individual comment. At the conclusion of final design, drawings and specifications will be submitted to the CITY for final review and approval. Revisions to the drawings will subsequently be made to incorporate the CITY's comments. This scope assumes four sets of design and construction documents will be delivered for each submittal (30 percent, 90 percent, draft final and final bid set). Electronic copies of the contract documents will also be delivered in PDF format and loaded to SharePoint unless specified otherwise. Milestone checklists will be utilized by the CITY's review team during the 30 and 90 percent design review meetings. A copy of these checklists will be provided by the CITY.
- For Tasks 1 through 6, provide monthly schedule updates pertaining to CONSULTANT's portion of the work to the CITY. The schedule shall be included with an updated Monthly Progress Report to be submitted with a draft invoice to the CITY for review. A project schedule shall be created and updated not less than monthly in MS Project or Primavera P6. The initial detailed project schedule shall be reviewed by the CITY before proceeding with the Scope of Service. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days as outlined in Exhibit C. All documents provided to the CITY

for review and approval shall be provided in hardcopy and electronically in PDF format and loaded to SharePoint at a minimum.

- For tasks 1 through 5, CONSULTANT shall submit and load to SharePoint a Work Summary spreadsheet that the CITY will utilize to report to Cityworks® on areas that have been inspected or rehabilitated along with each monthly invoice. A comprehensive list is to be provided with each invoice identifying each pipe and/or manhole or other asset, and what was done (cleaning, CCTV, inspection, dye testing, smoke testing, etc.). A sample Work Summary template will be provided by the CITY for this spreadsheet.
- For tasks 1 through 6, CONSULTANT will utilize SharePoint, a web based document storage, sharing, and controls website currently in use by the CITY, to share and file documentation of project progress, data, invoices, monthly progress reports, monthly schedule updates, monthly work summary spreadsheets, permits, emails, decisions, deliverables, design and management of the project. All documents should be loaded within seven (7) days to SharePoint. CONSULTANT is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.
- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.
- The CONSULTANT shall be responsible for the implementation of the CITY's Public Relations Plan and public notification as required in the specifications during the system evaluation and design phase of the project. CONSULTANT shall attend one public meeting that will occur at approximately the 90 percent design milestone. CONSULTANT shall prepare design technical documents and materials for the meeting, including draft design plans. CONSULTANT shall also have a computer with data accessible to show project area mapping, CCTV videos, zoom camera videos, photos, etc. of the project area and will show the information upon request at the meeting.
- Invoicing for this Task will be finalized with the completion of Task 6.
- This scope assumes permissions to enter property are not required.

Task 2.0 - Data Management

Data management is an imperative aspect to any successful SSES. A centralized project database will be created to organize and manage the collected information, and will be imported into the CITY's GIS system. The data management task will include the following activities:

1. **Review and Update Existing Asset Information (GIS Mapping and System Connectivity)** – CONSULTANT to review and update existing GIS and provide updated information per specifications.
2. **Review of System Condition Information** – CONSULTANT will collect and review historical SSO information for the project area and will interview CITY operations staff for

help in identifying problem areas. The CONSULTANT will conduct a field visit (windshield survey) of the project area to become more knowledgeable about the existing site conditions. Priority for the initial field visit shall be given to system components that include, at a minimum, pipes within close proximity to potentially inundated water bodies, pipes within the floodplain, and critical areas such as major road crossings, aerial crossings, and railroad crossings.

3. **Data Quality Control Review** – CONSULTANT will utilize the CITY approved database software and management tools to perform quality control and review of all data collected during the project. CONSULTANT to follow quality control and continuity check requirements as specified in the specifications, in particular Section 00313 GIS Database Update for SSES Projects. Documentation of compliance with this plan is to be submitted with each milestone submittal (30 percent, 90 percent, Final).

CONSULTANT shall submit Smoke Testing, Dye Testing, CCTV, Manhole Inspection databases, GIS updates and associated data (including digital photographs, videos, and any other associated records) monthly or agreed upon schedule by the CONSULTANT and OWNER to the OWNER after a full Quality Control review. See specifications for additional information on these submittals. If the CITY determines through the Quality Control review that minor changes need to be made to the submittal, the City will only compensate the CONSULTANT for up to 75 percent of the value of the work invoiced with the remaining 25 percent paid upon the CITY's final acceptance of the submittal. The City will not pay for any rework.

OWNER to be provided with a final external hard drive by the CONSULTANT with the first monthly submittal to allow for subsequent monthly data submittals to be loaded throughout the project. Final external hard drive refers to the master hard drive that will be large enough to store all of the data collected for the duration of the project, and will become property of the OWNER upon completion of the project.

The CONSULTANT shall compile and submit to OWNER a sample complete database submittal and all associated data for detailed review before the first monthly data submittal. See specifications for additional information on the sample submittal and other submittal requirements.

CONSULTANT shall keep a digital log in either Excel or database format on SharePoint tracking all submittals received by CONTRACTOR, and all submittals made to OWNER. This shall include at a minimum:

Date received from CONTRACTOR, date of submittal to OWNER, what is included in submittal (this must be clear so that at the end of the project when all of the submittal data is loaded onto one drive each submittal can be clearly identified based on this information- this should include the type of information (i.e. videos, photos, etc.), and the associated areas and assets being included as defined in each database).

Upon conclusion of each type of testing/inspection the CONSULTANT shall submit a full final database and all associated data and files to the CITY to ensure completeness and allow

for review before deeming them FINAL. Final database shall be submitted no later than the date of submittal of the 30 percent Preliminary Design Report.

Task 3.0 - Sewer Assessment

The sewer assessment to be conducted as a part of this project shall include manhole survey, manhole inspection, zoom camera inspection, smoke testing, CCTV, and dye testing of pipes within the project area less than 15-inches in diameter and all manholes associated with these pipes. The intent of this project is to perform survey and manhole inspections of all manholes in the project area. CCTV inspection will be conducted on all CITY-owned pipes connecting to these manholes. Zoom camera inspections will be conducted with CITY approval when pipes cannot be CCTV inspected. Smoke testing will be conducted for all pipes within the project area less than 15-inches in diameter, and the manholes connected to those pipes. It is estimated that the project area contains approximately 492 manholes associated with pipes less than 15-inches in diameter, and 94,000 linear feet of sewer main less than 15-inches in diameter. The consultant and all associated contractors are responsible for any damages resulting from his/her operations relating to the work performed as a part of this scope.

Information from all field inspections will ultimately be stored in the CITY's existing data management system. To facilitate this, during the course of the project, the CONSULTANT shall store and manage the data in accordance with the specifications. At the conclusion of the project, all data shall be submitted in a digital format following the requirements of the specifications and utilizing the electronic database formats given in the template files provided as part of various data collection specifications.

A brief summary of the technical requirements for the listed field inspection and testing work is provided below. Further information on each evaluation method is provided in the specifications. It should be noted that sewer flow control and sewer cleaning are also required, as defined by the specifications.

1. **Gravity Sewer System Manhole Inspections** – Manhole inspections will be performed to verify the accuracy of the available mapping and to provide an opportunity for the mapping to be updated to reflect actual field conditions. This allows for field crews performing rehabilitation and/or replacement work to begin working more quickly and eliminate confusion regarding system connectivity, identification numbers, etc. Manhole inspections also evaluate the general condition of the system, identify specific defects or problems, and determine manhole rehabilitation recommendations.

Under this Scope of Services inspection crews will locate, open, and visually inspect approximately 492 manholes in the project area. The condition of the manholes will be assessed and an inspection report will be completed in accordance with the requirements set forth in the specifications.

Every reasonable effort shall be made to locate and inspect all manholes. Individual manholes that cannot be found within 15 minutes should be sent to the CITY through the City Project Manager for assistance in locating these manholes. A GIS map with an aerial of the manholes that could not be found should be provided to the CITY. Additional manholes

found during inspections over the amount estimated in the scope will be paid for out of client controlled contingencies.

If manholes in the area of the scope of work are found to be owned by an entity other than the City, field work should stop in this area and the Engineer should coordinate with the City on how to proceed. At a minimum the GIS shall be updated to designate a different owner other than the City, as defined in the specifications.

Inspection crews will be expected to follow all reporting requirements and fill out all reporting forms listed in the NASSCO MACP handbook for Level 2 inspections.

All pipes in this project shall be CCTV inspected as discussed below in Task 3.0, Part 3. For pipes that cannot be CCTV inspected, preliminary inspections of the pipelines connected to the manholes may be performed using zoom camera technology. This scope assumes 10 zoom camera inspections will be required. City shall approve the proposed list of pipes to be zoom camera inspected before the field work occurs. Field crews will conduct an initial screening of all adjacent pipes using a pole-mounted, stabilized zoom camera system. This will allow a quick inspection of the pipes to reveal defects, blockages, infiltration sources, etc. The inspector will "assess" each pipe utilizing the zoom feature to inspect the pipe interior. The digital imaging and storage unit included with the camera will be used to record the results of each pipe survey.

Using this preliminary pipe survey information, pipes will be prioritized using the NASSCO Pipeline Assessment and Certification Program (PACP) system in a separate PACP database for zoom inspections. Any PACP codes assigned using zoom camera results will be noted as such as detailed in the specifications as the NASSCO standards were developed for CCTV inspection work. Pipes will also be identified as either

- a. satisfactory
- b. needs cleaning/root treatment
- c. needs further inspection, or needs repair/rehabilitation

Detailed technical requirements for the zoom camera inspections are included the specification.

A manhole survey will be performed on each manhole to obtain several pieces of information including, but not limited to, x,y coordinates, rim elevation, manhole invert elevation, ground elevation, and the invert elevation and size verification of all pipes entering and leaving the manhole. Requirements for manhole survey are provided in the specifications.

Upon the completion of manhole inspections and manhole surveys, a complete list of all manholes that were not found should be provided to the CITY in excel format, along with the reasoning, and loaded into SharePoint. This list will support the removal of manholes in the GIS that were found to not exist, or to help direct the CCTV either during design or construction (depending on the criticality and other factors) in order to find manholes that could not be found for other reasons (such as deep burial) to make the mapping as complete and accurate as possible.

CITY Project Manager and maintenance personnel will be notified of any defects needing immediate attention.

2. **Gravity Sewer System Smoke Testing** - Smoke testing enables field inspection staff to quickly identify and quantify sources of inflow and rain-induced infiltration entering the sewer collection system. This Scope of Service includes smoke testing of all sewers (94,000 linear feet) within the project area less than 15-inches in diameter. See specifications for additional information, including testing procedures, data collection requirements, and database requirements for smoke testing.

All applicable information regarding the test will be collected and entered into a digital database format (see specifications). All fields in the database shall be completed.

3. **Sanitary Sewer Television Inspection**- The CONSULTANT shall submit the CCTV plan for the entire basin to the CITY for review and approval prior to proceeding with the CCTV. CCTV inspection shall consist of digital video recordings, digital photos and a NASSCO PACP database. Inspection logs shall also be provided. This scope assumes that all of the sewer lines (94,000 linear feet) will be CCTV inspected. All sewers shall be cleaned before performing CCTV. This scope assumes that 10 percent of the sewer lines (9,400 linear feet) will require heavy cleaning (as defined in the specifications) before performing CCTV.

Manholes that could not be located, lines that seem to dead end, or other miscellaneous issues will be field investigated further during the construction phase of the project in order to provide the CITY with mapping as accurate as possible of the existing system.

4. **Dye Water Testing** -Dye water testing can be used to assist in locating cross connections between storm water and sanitary sewer systems or to confirm connections from an identified smoke lead to the sanitary sewer where the connection is not known from the smoke test alone. Non-toxic dye will be used to investigate specific potential interconnections. Storm sewer cross-connections and area drains that are suspected of being connected to the sanitary sewer will be positively identified using the dye tracer procedure. Field documentation will be used to record findings. Internal pipeline inspection will determine the exact source of the suspected interconnection and establish the best abatement option. The findings and conclusions will be documented in a digital database of the inspection and will be delivered along with the digital photographs, and other associated data as further defined in the specifications. All fields in the database shall be completed. This scope assumes 5 dye tests will be required and the cost of which is identified separately herein. See the specifications for additional information, including testing procedures, data collection requirements, and database requirements for dye testing.

Task 4.0 - Sewer Assessment Results and Preliminary Design Report

Task 4.1 - Sewer Assessment Results

This task includes review and analysis of the field data collected in previous tasks. As part of this task, defect tabulations will be performed on the manhole inspections, zoom camera, CCTV inspections, smoke testing, and dye testing data. Defect tabulations shall include a quantification of structural defects and maintenance defects for manholes and pipes as well as classification of smoke testing and dye testing points. This task shall include preparation of a summary of identified

sources of I/I to the sewer system organized by sub basins, or portions of sub basins, that indicates the specific types of defects found and the estimated quantity of I/I. This information shall be provided electronically to the CITY in a format that the CITY requires. Criteria for point repairs shall be developed jointly with the CITY and defects requiring point repairs shall be identified.

Each pipe shall be assigned an overall rating using the PACP quick score method and modified as directed by the CITY. Each manhole will be assigned an overall rating using a similar approach, as described in the scoring system to be provided by the CITY. The CONSULTANT will prioritize assets for rehabilitation based on criteria developed jointly with the CITY. Criteria will include the structural and maintenance levels and other criteria that may increase priority including but not limited to: input from operations and maintenance staff, proximity to creeks, 100-year floodplain, historical SSOs, critical crossings such as major roadway, aerial and above ground crossings, railroad crossings, high profile areas, areas where force mains enter the system, and lines under or near buildings. The rating results shall be included in the 30 percent PDR and also submitted separately as an Excel table.

Other criteria should also be evaluated and discussed with the City during this process such as the CITY's desire to rehabilitate all manholes where lines are being rehabilitated, the desire to have aerial/above ground crossings be encased and replaced with restrained joints, placing manholes on the end of lines where there are lampholes, cleanouts, or dead ends on lines that are not dedicated service lines or are lines owned by the CITY, as well as connecting gaps in areas where pipes are being rehabilitated to minimize breaks between longer runs or rehabilitation in an area.

The CONSULTANT shall make recommendations based on CCTV assessment for rehabilitating or replacing service laterals. This includes the service up to the property line to the existing cleanout, or the placement of a new cleanout if one does not exist at that location. For areas where sewer lines are not in public right-of-way, the cleanouts and services shall be replaced up to the edge of the prescriptive easement of 7.5 feet from the center of the sewer line (unless a different easement is known to exist).

The CONSULTANT shall identify utility conflicts that are found based on the inspection of sewer pipes and manholes; and shall submit a list of these conflicts to the OWNER indicating the following with recommendation on how to proceed:

Manhole	Asset Number	Location	Photo	Name of Utility Owner Conflict	Active/Non-Active/Unknown
Pipe	Asset Number	Distance from the Downstream MH	Photo	Name of Utility Owner Conflict	Active/Non-Active/Unknown

Marking of utilities is not included in the scope.

A meeting will be held with the CONSULTANT and CITY to discuss the results of the structural and maintenance condition ranking and prioritization. The CONSULTANT will finalize the ranking and prioritization based on comments received during the meeting and will also submit the information in excel format.

Task 4.2 - Develop Recommendations

The recommended rehabilitation approach will be determined based on the SSES information. The CONSULTANT is to evaluate multiple rehabilitation methods and make recommendations based on

cost and other factors such as O&M, community impacts, CITY standards, etc. Information required for rehabilitation design will include pipes to be lined, pipes to be relocated, pipes to be burst, a list of sags observed, required point repairs, service lateral repairs, manholes requiring lining, and other manhole and pipeline rehabilitation work as required.

Conceptual design level cost estimates for rehabilitation of the sewer and manholes will be prepared as well as a recommended rehabilitation implementation schedule. This task includes a meeting to review the recommended rehabilitation approach.

A schedule of quantities will be developed, which will include, but not be limited to the following types of sewer construction work as applicable:

- Cured-in-place structural pipe lining
- Pipe-bursting replacement
- Pipe relocation
- Rehabilitation of manholes using liner types as allowed by the City specifications
- Replacement of manhole covers and/or frames
- Point repairs to replace sections of damaged or collapsed sewers
- Tree root removal and treatment
- Service lateral and clean-out replacement, addition, and repair (up to the property line)

This Scope of Services assumes open-cut replacement will be evaluated as an alternative for cost-comparison purposes when applicable. The CONSULTANT will work closely with the CITY to determine the available budget for sewer system rehabilitation.

A capacity analysis of the trunk sewer, evaluation of re-routing the sewer, evaluation of structural integrity of aerial crossings, and geotechnical services are not included in this Scope of Services, but may be added by amendment. However, the CONSULTANT shall notify the OWNER immediately of any findings in the field as described in the specifications. These notifications will help the CITY identify any areas that may have potential capacity related issues for further evaluation. Capacity analysis results performed by others, when available, will be incorporated into the rehabilitation decisions and/or priorities for rehabilitation under this Scope.

The CONSULTANT shall also be responsible for preparing and updating in SharePoint on a monthly basis an easement/property issue tracking spreadsheet defining those areas found with permanent easement encroachments and areas of concern for access, repair, and tree/fence/shed/other structure removal using a spreadsheet template provided by the CITY. This should be submitted to the City on a monthly basis.

Task 4.3 - Preliminary Design Report

The CONSULTANT will be responsible for developing a Preliminary Design Report (PDR) summarizing the SSES investigation, the prioritization of sewers for rehabilitation, and the preferred rehabilitation method(s). The PDR should also include a conceptual level cost estimate of the rehabilitation based on historical unit prices in the area. At a minimum, the PDR should consist of the following sections:

Section 1 -Background and Purpose

- Describes the study area, background, and project objectives
- Describes results of the windshield survey, historic SSOs, and interview with CITY staff

Section 2 -SSES Inspections

- Describes the SSES investigations
- Summarizes the changes made to the GIS based on the survey and SSES investigations
- Summarizes the defect tabulations for the manhole inspections, zoom camera investigation, smoke testing, CCTV, and dye testing
- Summarizes the asset rating results
- Describes the methodology for assigning a structural and maintenance rating to each manhole and pipe
- Summarizes and maps the defect and structural rating for each pipe and manhole

Section 3 – Rehabilitation Recommendations

- Describes the rehabilitation recommendations and methodology used to determine the proposed rehabilitation method.
- Describes criteria for prioritization of the sewer pipe and manholes for rehabilitation.

Section 4 – Costs

- Contains the schedule of quantities and conceptual level cost estimates using CITY's bid tab items
- Describes assumptions used to develop the costs

Section 5 – Recommendations and Next Steps

- Summarizes the rehabilitation recommendations and provide a discussion of the next steps

Examples of the level of detail expected in submitted tables, figures, and PDR will be provided by the CITY.

The CONSULTANT will submit a draft PDR to the CITY and attend a meeting to discuss the CITY's comments. Following the meeting, the CONSULTANT shall incorporate the CITY's comments and finalize the report. This submittal is considered the 30 percent design review and this meeting is considered the 30 Percent Design Review Meeting.

CONSULTANT shall present the initial easement/property issue tracking spreadsheet in Excel to the CITY during this meeting, and provide updates monthly after this meeting, as well as load them into SharePoint.

Task 5.0 - Rehabilitation Implementation

Upon completion of the inventory and condition assessment and the CITY's approval of the PDR, the CONSULTANT will prepare the repair and rehabilitation contract Documents.

CONSULTANT will prepare contract documents for the CITY in order to invite bids for the construction of the sewer repairs and rehabilitation. This Scope of Services assumes that design drawings and specifications will be developed for 50 percent of the sewer in the project area (or approximately 47,000 feet). The design drawings will be submitted as GIS based drawings. CONSULTANT will provide design, permitting, bidding, and general construction services. It is assumed that work will be implemented under a single construction contract; if multiple construction contracts are required this agreement will be amended to authorize additional engineering services and fees.

Task 5.1 – Design Documents

CONSULTANT will be responsible for the submittal of 90 percent, draft Final (100%) and Final Bid Set documents and meet the following requirements:

Design Drawings

1. Cover Sheet
2. General Notes and Legend
3. Sheet Index
4. Sewer Rehabilitation Sheets- The plan sheets (24-inch by 36-inch) will contain a plan view for sewer rehabilitation at a horizontal scale of one-inch equals 100 feet with an aerial background and be detailed enough to be able to determine approximate field conditions for each repair. Houses and streets shall be labeled for better field identification. The sheets shall also contain tables of applicable information such as pipeline rehabilitation method, diameter, material, stationing of point repairs, stationing of lateral rehabilitation, and manhole rehabilitation method. This Scope of Service assumes that profile sheets will not be required. If profile sheets are determined to be required for a given location, the scope and budget will be amended to provide for these services. Sample Drawings will be provided by the City. The drawings shall be reproducible in black and white without the need for color to distinguish information shown on the drawings.
5. Sewer Installation Details

Specifications

Standard rehabilitation specifications will be provided by the CITY. The CONSULTANT will be expected to:

1. Modify the CITY standard Bid Form and Measurement & Payment sections as needed to suit the work.
2. Modify the CITY standard Division 2 rehabilitation sections for pipe and manholes as necessary to accommodate the work and take full responsibility for all content of each section.
3. Provide all required Division 1 specifications, additional Division 2 specifications, and Special Provisions Section as needed for proper completion of the work.

Technical Review

Ensuring a quality deliverable is the responsibility of the CONSULTANT. CONSULTANT shall have all progress drawings and specifications submitted to an internal technical review committee prior to the 90 percent completion milestone. The CONSULTANT's review committee shall consist of

technical staff knowledgeable on the type of work designed and independent from the specific project. Following the technical reviews, design modifications shall be made by the CONSULTANT to finalize the construction documents.

Completion of Construction Documents

Presentation of the construction documents at the 90 percent completion will be made to the CITY following the CONSULTANT's internal technical review. Progress specifications shall be submitted to the CITY along with the drawings. Following the CITY's review, design modifications shall be made by the CONSULTANT and submitted to the CITY as Draft Final Documents (Draft 100 percent). Upon approval, these documents shall be finalized and will be considered Final Documents (Final 100 percent).

Prepare Final Cost Estimates

The CONSULTANT will prepare detailed cost estimates based on the construction documents and submit the cost estimates to the CITY at the 90 percent and final design milestones.

Task 5.2 – Permitting

This scope assumes that a South Carolina Department of Transportation (SCDOT) Encroachment Permit, the City of Columbia Encroachment Permit, and any required County encroachment permits are included. It is assumed that standard traffic control details will be included in the design documents and that the Contractor will be developing detailed traffic control plans.

The CONSULTANT shall estimate the area of disturbance and must notify the CITY immediately if the area of disturbance is found to be over 1 acre. It is assumed that a storm water NPDES permit is required and included. Wetland delineation, wetland or stream mitigation work is also not included. This Scope of Services does not include railroad encroachment permits, but these can be added by amendment if required.

Task 5.3 – Project Bidding

The CONSULTANT shall provide services during the bidding phase to include leading a pre-bid conference, providing technical interpretation of the bid documents, preparing addenda, attending the bid opening, evaluating the bids and recommending award, and preparing Contract Documents for signature. Conformed documents incorporating all addenda items issued will also be the responsibility of the CONSULTANT.

It is assumed that the duration of the Bid Period will be six weeks and that the CITY will be distributing the bid packages. An additional two months is assumed from selection of the Contractor to the issuance of the Notice to Proceed. While a formal prequalification process is not anticipated, the CONSULTANT will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

Task 6.1 – General Services During Construction

This scope assumes that 50 percent of the sewer length within Basin BR02 will be rehabilitated during construction (or approximately 47,000 feet). After award of the contract, CONSULTANT will assist the CITY with contract administration and provide full-time observation of the construction work, taking into account initial construction ramp-up time and concluding construction ramp-

down time. It is anticipated that the construction period for the sewer rehabilitation project will be 12 months (365 days) for substantial completion and 30 days for final completion for a total construction duration of 395 days. An increase in the construction schedule may require an amendment to authorize additional construction services.

The CONSULTANT shall be responsible for enforcing the City's Public Relations Plan and public notification as required in the CITY's rehabilitation specifications.

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

Administration of Construction Contract

As part of general administration of the construction contract, the CONSULTANT will consult with and advise the CITY and act as its representative during the construction period. The CONSULTANT will provide contract administration and general services required for the Project, including:

- As CITY's representative for the duration of the construction contract, all communications to and from the contractor shall go through the CONSULTANT. On behalf of the CITY, the CONSULTANT shall administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
- Maintain a complete document file for the project and load all documents to SharePoint. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, change orders, scheduling, project meetings, cost and disbursement data, progress reports and all other documents pertaining to the construction contract;
- Prior to pre-construction meeting, prepare a list in spreadsheet format of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties. These lists shall be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals;
- Hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. One pre-construction meeting and 12 monthly progress meetings are budgeted.
- Document and store all project related files in SharePoint. This includes but is not limited to, logs, submittals, important emails, record drawings, meeting minutes, all quality testing results, change orders, potential change orders, requests for information, monthly schedule updates, monthly progress meeting minutes, other meeting minutes, monthly work summary spreadsheets, pay applications, permits, decisions, deliverables, emails, etc. The

CONSULTANT may place a portion of the burden on the CONTRACTOR through the construction documents, but the CONSULTANT is ultimately responsible in ensuring that all documents are loaded. CONSULTANT is responsible for ensuring that all documents loaded are in final approved format (example-pay applications, etc.). All documents should be loaded within seven (7) days to SharePoint. CONSULTANT is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.

- CONSULTANT shall submit a Work Summary spreadsheet that the CITY will utilize to report to Cityworks® on areas that have been inspected or rehabilitated along with each monthly pay application by the CONTRACTOR. A comprehensive list is to be provided with each pay application identifying each pipe and/or manhole or other asset, and what was done (cleaning, lining, etc.). A sample Work Summary template will be provided by the CITY for this spreadsheet. The CONSULTANT may place a portion of the burden on the CONTRACTOR through the construction documents, but the CONSULTANT is ultimately responsible for submittal and accuracy of this monthly Work Summary spreadsheet. CONSULTANT shall check the Work Summary monthly against the pay items for that month for accuracy.

Site Visits and Observations by Engineer

The CONSULTANT shall provide site visits by the Engineer (taking into account initial construction ramp-up time and concluding construction ramp-down time) of the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During the CONSULTANT's visits, and on the basis of on-site observations, the CONSULTANT shall keep the CITY informed of the progress of the work, shall endeavor to guard the CITY against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents.

Shop Drawing Review

The CONSULTANT will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, post rehabilitation data and media, bypass plans, dewatering plans, site management plans and all other data that the Contractor is required to submit for conformance with the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments. This task includes review of the pre-construction video performed by the Contractor and advice to the CITY regarding Contractor's suggestions for additions or deletions of required work and confirmation of the selected rehabilitation method throughout the life of the project. The CONSULTANT will review cured-in-place liner design calculations provided by the Contractor.

Preparation of Design Clarifications

The CONSULTANT will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the

acceptability of the work thereunder, and make decisions on all claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

Work Change Directives will be issued to document required work not contained in the contract documents. A log of changes shall be kept on SharePoint. This scope does not include reissuing the drawings.

Quality Assurance Testing

The CONSULTANT will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs and as defined in the City specifications. CONSULTANT is responsible for ensuring that all tests required during the construction project are enforced, documented, logged, and all logs and documents are loaded into SharePoint.

Review of Applications for Payment

Based on on-site observations and review of the applications for payment with the accompanying data and schedules, the CONSULTANT will determine the amounts payable to Contractor on a monthly basis. The CONSULTANT will then recommend by email to the CITY, payments reasonably due to Contractor.

Change Orders and Time Extensions

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

Final Inspections

The CONSULTANT will conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion and prepare a punch list of work items remaining. The CONSULTANT will conduct one final inspection to determine if the work is acceptable, so that the CONSULTANT may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable. The CONSULTANT will observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by the CONSULTANT. It is assumed that the CONSULTANT will review 100 percent of the post rehabilitation inspection videos provided by the Contractor. Comments from review of post-rehabilitation inspection tapes and the final inspection visit will be incorporated into the final punch list and forwarded to the Contractor.

Final Completion

At the conclusion of the project, the CONSULTANT will receive, review and transmit to the CITY with written comments guarantees, bonds, and certificates that are required by the Contract Documents and provided by the Contractor. Record drawings are the responsibility of the CONSULTANT and must be submitted in PDF format and with all finalized data entered into the GIS database and submitted to the CITY for review and approval. ALL database submittals shall meet the CITY's formatting and naming requirements and include all fields defined by the CITY. Any tables created as a part of the record drawings shall also be submitted in Excel format and loaded to SharePoint.

Task 6.2 – Full Time Construction Inspection

General

The Consultant shall furnish a Project Representative who shall on a full-time basis observe performance of the work of the Contractor. The Project Representative is the Consultant's employee or agent at the construction site, will act as directed by and under the supervision of the Consultant, and will confer with the Consultant regarding the Project Representative's actions. The Project Representative's dealings in matters pertaining to the on-site work shall in general be with the Consultant and the contractor keeping the CITY advised as necessary. The Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of the contractor. The Project Representative shall generally communicate with the CITY with the knowledge of and under the direction of the Consultant.

Construction work will take time to ramp up at the beginning and slowly taper off at the end with the majority of the work occurring during the middle of the construction period. The following is a breakdown on the proposed inspection hours during the 56 week contract duration:

- Weeks 1 to 4: 16 hours per week
- Weeks 5 to 8: 40 hours per week
- Weeks 9 to 43: 48 hours per week
- Weeks 44 to 50: 40 hours per week
- Weeks 51 to 56: 16 hours per week

The total number of inspection hours for the construction duration is 2,280 hours. If additional hours are needed they can be added with addendum.

Duties and Responsibilities of the Consultant /Project Representative

Conferences and Meetings

- Attend meetings with the contractor, such as preconstruction conferences, progress meetings, job conferences and other Project related meetings.

Liaison

- Serve as the liaison with the contractor, working principally through the contractor's superintendent and assist in understanding the intent of the Contract Documents, and serve

as the CITY's liaison with the contractor when the contractor's operations affect the CITY's on-site operations.

- Assist in obtaining from the CITY additional details or information, when required for proper execution of the work.

Review of Work, Rejection of Defective Work, Inspections and Tests

- Conduct on-site observations of the work in progress to determine if the work is, in general, proceeding in accordance with the Contract Documents.
- The Project Representative shall report to the Consultant whenever the Project Representative believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, has been damaged or does not meet the requirements of any inspection, test or approval required to be made, and advise the Consultant of work that the Project Representative believes should be corrected or rejected or should be uncovered for observation or requiring special testing, inspection or approval.
- Verify that tests are conducted in the presence of appropriate personnel, and that the contractor maintains adequate records thereof, and observe and record appropriate details relative to the test procedures.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project and record the results of these inspections.

Interpretation of Contract Documents

- The Project Representative shall report to the Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to the contractor clarifications and interpretations as issued by the Consultant.

Modifications

- Consider and evaluate the contractor's suggestions for modifications in drawings and specifications. Transmit to the contractor decisions as issued by the Consultant.

Records

- Maintain at the job site and/or at the Consultant's office, orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all work directives, changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

Reports

- Furnish periodic reports as required of progress of the work and of the contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.
- Consult with the CITY in advance of scheduled major tests, inspections or start-up of important phases of the work.
- Report immediately to the CITY upon the occurrence of any accident.

Completion

- Before the Consultant issues a certificate of substantial completion, submit to the contractor a list of observed items requiring completion or correction.
- Conduct final review of the work in the company of the CITY and the contractor and prepare a final list of items to be completed or corrected.
- Observe that all items on final list have been completed or corrected and make recommendations to the CITY concerning acceptance.

Limitations of Authority - Consultant /Project Representative

- Shall not exceed limitations of the Consultant's authority as set forth in the contract documents.
- Shall not undertake any of the responsibilities of the contractor, subcontractors or the contractor's superintendent.
- Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Shall not accept shop drawings or sample submittals from anyone other than the contractor.

Task 7.0 – Client Controlled Contingency for Additional Services

This task is reserved for additional services that may be determined by the CITY to be needed during the project related to this work. The use of this task is not authorized without direct written authorization by the CITY including a description of the additional work, price, and schedule as proposed by the CONSULTANT and agreed upon by the CITY. This task includes a total budget amount of \$138,402. The following table provides a unit price for field services in the event new manholes and/or sewer lines are identified during field investigation. Unit prices assumes manholes and sewer lines are easily accessible and include project management, data review, recommendations, incorporation into plans, traffic control, heavy cleaning, and by-pass pumping. Manhole Inspections, Manhole Survey, and Zoom Camera Inspections have 2 different rates. Manholes found without the use of CCTV will use the Unit Price Pre CCTV. Manholes found with the use of CCTV will use the Unit Price Post CCTV. Manholes found by CCTV will require remobilization of the Manhole Inspection Crew and Survey Crew to individual locations of found manholes.

Service	Unit	Unit Price Pre CCTV	Unit Price Post CCTV
Manhole Inspection	EA	\$300	\$500
Manhole Survey	EA	\$150	\$250
Zoom Camera Inspection	EA	\$250	\$500

Service	Unit	Unit Price
Smoke Testing	LF	\$2
CCTV	LF	\$5
Dye Testing	EA	\$1,000

EXHIBIT B
COMPENSATION

City of Columbia
CIP # SS7424
Broad River 02
Sewer System Evaluation Study and Sewer Rehabilitation Implementation

Compensation for services provided under Tasks 1 through 7 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$1,522,423.00. This includes \$1,303,600.00 of lump sum tasks, as well as \$218,823.00 of hourly tasks. Lump Sum and Hourly tasks are clearly labeled in the chart below.

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

Task	Description	Hours	Subconsultants	Total
1.0	Project Management and Administration during Assessment, Design and Construction Administration	543 (LS)	\$18,156	\$99,031
2.0	Data Management	1600 (LS)	\$0	\$159,000
3.0	Sewer Assessment	1155(LS)	\$450,234	\$605,484
4.0	Sewer Assessment Results and Preliminary Design Report	1065 (LS)	\$0	\$105,375
5.0	Rehabilitation Implementation	635 (LS)	\$0	\$58,075
6.1	General Services During Construction	632 (LS)	\$60,923	\$138,233
6.2	Full Time Construction Inspection	1780 (HR)	\$57,523	\$218,823
7.0	Client Controlled Contingency for Additional Services	TBD (LS)	\$0	\$138,402
	Total of Contract		\$586,836	\$1,522,423
	% of Contract to Subconsultants		38.5%	
	% of Contract to Protégé		20.0%	

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

Exhibit C

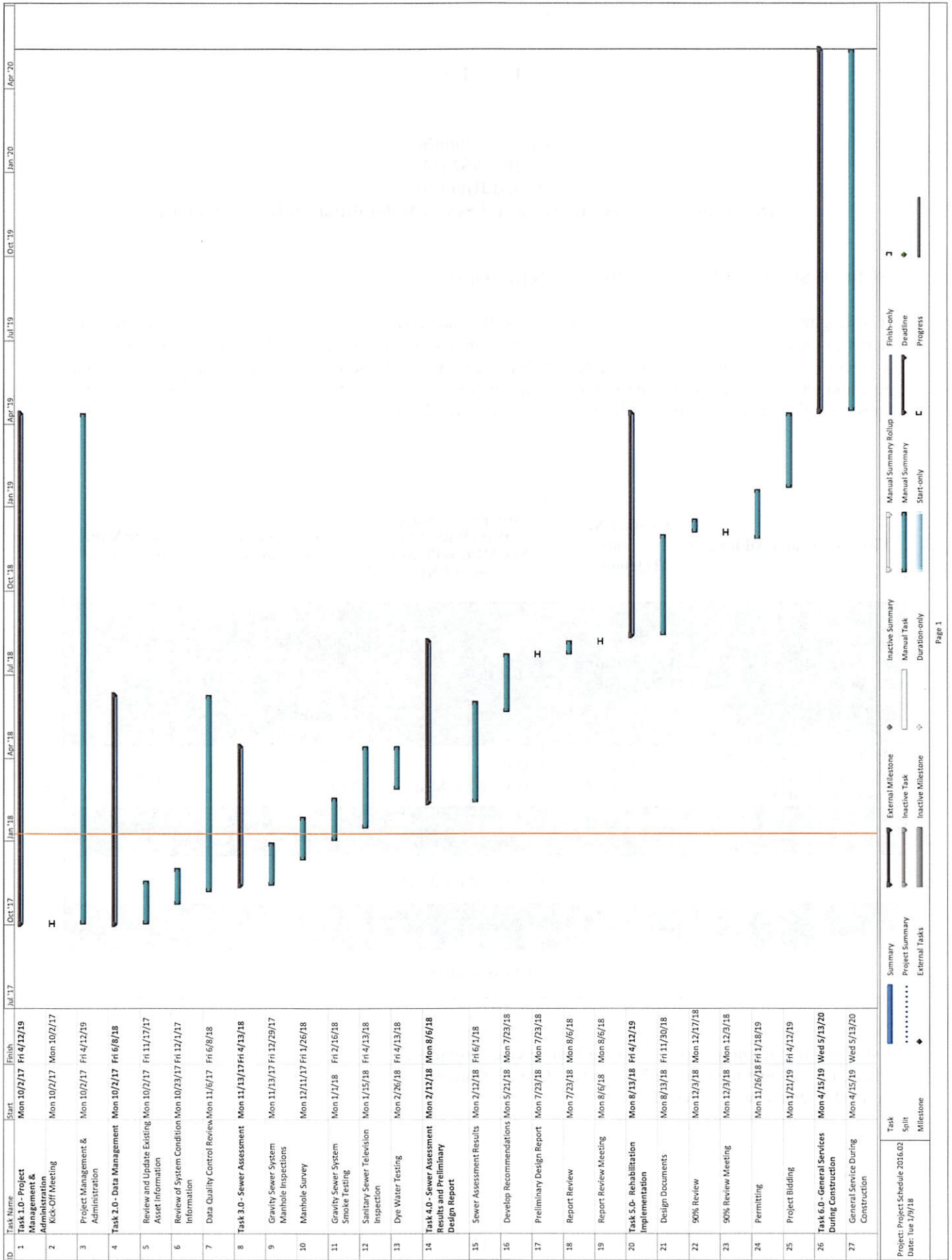


Exhibit D

**City of Columbia
CIP # SS7424
Broad River 02
Sewer System Evaluation Study and Sewer Rehabilitation Implementation**

SUBCONSULTANT FIRM INFORMATION RECORDS

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

Firm Name and Address	Contact Name and Telephone #	Group/Classification (MBE, WBE, SBE, Non MBE/WBE/SBE) Select ONE	Services to be Provided	Dollar Value of Services*
DESA, Inc. 400 Percival Road PO Box 6805 Columbia, SC 29260	Diane Sumpter 803.730.6466	MBE	Protégé – Manhole Inspections, Zoom Camera Inspections, Smoke Testing, Public Relations, Construction Administration	\$303,752
Hydrostructures, P.A. 1725 12th Street Cayce, SC 29033	Jeff Westbrook 803.563.5237	NON- MBE/WBE/SBE	CCTV and Dye Water Testing	\$283,084
		Choose an item.		
		Choose an item.		
		Choose an item.		
		Choose an item.		

*Estimated fee; fee may vary based on actual services provided.
Please clearly note the Protégé Firm in the "Group" Column.
Add additional rows as needed.

EXHIBIT E**SSES SPECIFICATION SECTIONS (latest version at execution of agreement included by Reference)**

- Section 00313 GIS Database Update for SSES Projects
- Section 00314 Database Template Description PACP for SSES Projects
- Section 00315 Database Template Description Dye Testing for SSES Projects
- Section 00316 Database Template Description Smoke Testing for SSES Projects
- Section 00317 Database Template Description MACP for SSES Projects
- Section 02650 Sewer Line Cleaning Prior to CCTV and Rehabilitation Work
- Section 02731 Sanitary Sewer Television Inspection for SSES Projects
- Section 02760 Dye Testing for SSES Projects
- Section 02764 Gravity Sewer System Smoke Testing for SSES Projects
- Section 02767 Sanitary Sewer Flow Control
- Section 02770 Manhole Inspections for SSES Projects

Exhibit F



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 1/29/18Project Number: SS7424Mentor: AECOM Technical Services, Inc.Project Name: Broad River 02 - SSRSProtégé: DESA, Inc.Duration of the Project: 32 MonthsProject Contract Amount: \$1,522,423.00Protégé Amount: \$303,752.00

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

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

DESA serves as a subcontractor on the above referenced 32-month project, providing Project Management Assistance, Field Inspections (including manhole inspections, preliminary zoom camera inspections, and smoke testing), and Contract Administration Services (i.e. – scheduling and conducting pre-bid meeting, attending monthly construction progress meetings, scheduling and conducting pre-construction meeting, assisting with preparation and processing change orders, and witnessing critical construction steps, testing as required by contract documents).

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

DESA intends to continue growing and improving their skillset by increasing their plan reviews and progress updates with AECOM (URS) throughout the project to ensure adequate knowledge of the plans, specifications, and schedule.

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

Continued work with the City will improve the protégé's business by helping them maintain qualified staff members; Be an active observer in areas outside of the current skillset in an effort to gain experience necessary to strengthen current staff and gain additional staff members.



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

Mentor: Phillip Dieckmann, PE
Ed Hart, PE
Tom Haselden, PE
Additional URS staff as required
Insurance provided as required by the City of Columbia

Protégé: DESA, Inc.
Dan Lavender, PE
Diann Baldwin, Project Manager
Marx Washington, Project Inspector

PPE will be the only equipment/material needed for this project by the Protégé.

DESA provides insurance certificate naming mentor as insured to include: (1) \$1,000,000 General Liability – Single Occurrence and \$2,000,000 Aggregate, (2) \$1,000,000 Auto Liability, (3) \$1,000,000 Umbrella Liability, (4) \$1,000,000 Worker's Compensation, and (5) \$1,000,000 Professional Liability.

Subcontractors:
Hydrostructures, Michael Koonce, P.E.
Total Amount to Contract: \$55,114.79

Special Arrangements:
N/A

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

a. Description of Mentor's responsibilities: Responsible for overall coordination and allocation of construction observation and administration resources and activities.

b. Description of Protégé's responsibilities on project: DESA will support public relations during the project; Provide reports and photographs of activities performed during construction observation; Witness critical construction activities and testing Conduct preliminary using zoom camera and smoke test manhole inspections; Schedule and conduct pre-bid and pre-construction meetings.



CITY OF COLUMBIA

**Department of Utilities and Engineering
Compliance Division**
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c. Description of responsibilities that will be completed as a team:

The team will conduct monthly progress meetings, prepare and process change orders and MPP reports.

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

The project is estimated at 32 months. The Protégé will be utilized in four (4) areas:

- 1) Public Relations
- 2) Field Inspections – manhole, preliminary zoom camera inspections, and smoke testing
- 3) Construction Administration
- 4) Construction Observation

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

Mentor and Protégé will continue to collaborate, discuss, and review ways to amicably increase Protégé capacity using the tools outlined under the MPP Program.

8. What are the team's specific, quantitative goals and milestones for the current project?

The team's goals for the current project are to: Provide superior service to the City of Columbia; Continuously communicate with all parties to ensure a mutually beneficial working relationship is fostered; Increase exposure and capacity building opportunities in additional skillset areas; Conduct Mentor/Protégé plan review meetings to discuss specifics about upcoming construction activities a week in advance.

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

During projects, we have monthly scheduled meetings and usually speak on a daily basis. A meeting is held one week prior to each MPP Quarterly Reporting deadline.

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

DESA completes timesheets documenting labor hours, expenses, and sub-consultant invoices based on actual work performed during the month.



CITY OF COLUMBIA

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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP MBE, WBE, SBE
Hydrostructures	803-663-6237	1725 12 th Street Cayce, SC 29033	AECOM (URS)	\$283,084.00	NA

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: \$303,752.00

Percentage of Contract: 20.0%

(Minimum of 20% of total contract amount is required)



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by AECOM Technical Services, Inc. (Mentor Firm) this 29th day of January, 2018.
Corporate SEAL _____

By: [Signature]
Title: Vice President

ATTEST:

By: [Signature]
Title: Secretary



EXECUTED by DESA, Inc. (Protégé Firm) this 29th day of January, 2018.
Corporate SEAL _____

By: [Signature]
Title: President & CEO

ATTEST:

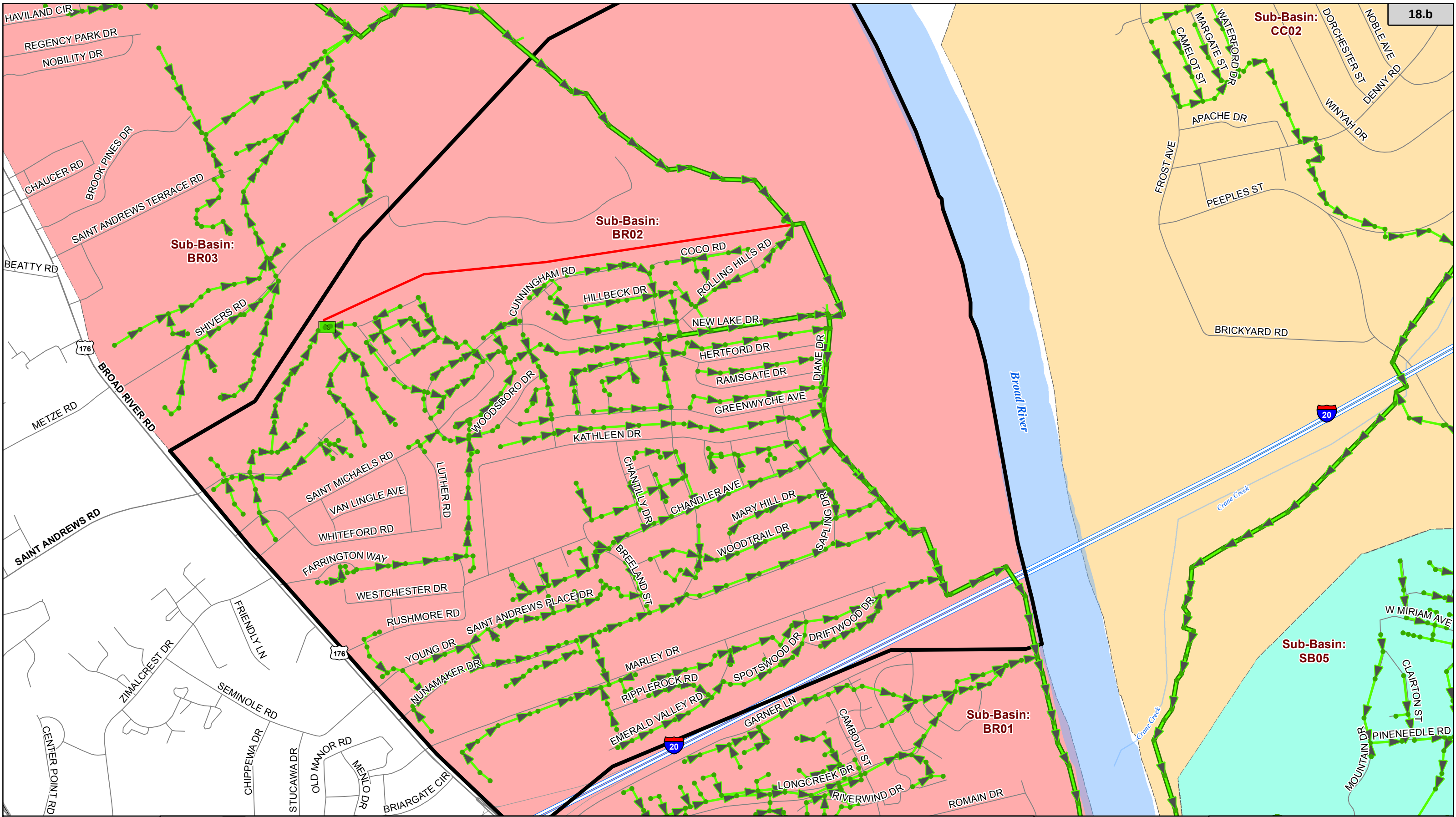
By: [Signature]
Title: Construction Manager



RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities, Compliance Division on this 2nd day of February, 2018.

By: [Signature]
Title: Compliance Administrator






PIA: Jan 5, 2018
Project Location: Maps/CIP/SS7424 BR02 SSES

 BR02	 Sewer Force Main	 Broad River	 Rocky Branch
 Sewer Manhole	 Sewer Gravity Main	 Crane Creek	 Saluda River
 Sewer Pump Station	 Sewer Gravity Main >= 15"	 Gills Creek	 Smith Branch
		 Mill Creek	 West Columbia



1 inch = 1,000 feet

0 250 500 1,000 1,500 Feet

SS7424
Broad River 02 SSES
Area Map

Prepared For: Cle

Packet Pg. 270



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project SS7333; Transmission System Operation, Maintenance and Supervisory Control, and Data Acquisition Improvements, as requested by Columbia Water. Award to AAA Utility and Construction, LLC, in an amount not to exceed \$1,785,705.24. This firm is located in Columbia, SC.

PURPOSE: This is a Clean Water 2020 Program Project.

The following sub-consultants will provide additional services:

CITI, LLC of Charlotte, NC will provide instrumentation and control systems at 48% (\$780,781.00) of the contract value.

Gregory Electric of Columbia, SC will provide electrical installation of SCADA improvements at 11% (\$182,718.60) of the contract value.

REQUISITION NO.: R182675

FINANCIAL IMPACT: Funding Source: 5529999-SS733301-658650. The original budgeted amount is \$1,019,660.00. Funds have been transferred to Account 5529999-SS733301-658650 from SS728801-Unforeseen and Miscellaneous in order to increase the Requisition to \$1,785,705.24.

ORIGINAL BUDGET: \$1,019,660.00

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

Two (2) bids were received for Bid#041-17-18-BF TSOMP (Transmission System Operation and Maintenance) SCADA (Supervisory Control and Data Acquisition) Improvements (SS7333) as requested by Columbia Water.

The total construction time allocated for this project is three hundred sixty-five (365) days after the Notice to Proceed is issued. This project includes improvements to the City's SCADA (Supervisory Control and Data Acquisition) system at select pump stations in compliance with the TSOMP (Transmission System Operation and Maintenance) program and other improvements as specified in the IFB.

Base Bid	\$ 1,623,368.40
Contingency	\$ 162,336.84
Total (Not to Exceed)	\$ 1,785,705.24

ATTACHMENTS:

- **#a:** Signed Contract 041-17-18-BF (PDF)
- **#b:** SS7333 - Columbia Water Award Recommendation Memo (3) (PDF)
- **#c:** Bid Tabulation 041-17-18-BF(PDF)
- **#d:** SS7333 Project Map (PDF)

CONTRACT

City of Columbia, South Carolina

SS7333

TSOMP (Transmission System Operation and Maintenance Program) SCADA Improvements

Bid #041-17-18-BF

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **AAA Utility and Construction, LLC** with legal address and principal place of business at **P.O. Box 9404, 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 **Brown and Caldwell**.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **three hundred thirty-five (335)** 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 **three hundred sixty-five (365)** consecutive calendar days from the said date of commencement 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 **One Million Six Hundred Twenty-Three Thousand, Three Hundred Sixty-Eight Dollars and Forty Cents (\$1,623,368.40)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

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

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

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

9.2.7 Special Provisions.

9.2.8 Specifications (as listed in the Table of Contents).

9.2.9 Drawings, numbered E-1 through E-5, inclusive and dated 6/14/2017.

9.2.10 Addenda numbers 1 to 3, inclusive.

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

ARTICLE 10. MISCELLANEOUS

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

10.2 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.

10.3 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.

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

This Contract shall become effective on _____, 20__.

Contractor
AAA Utility and Construction, LLC

BY



(CORPORATE SEAL)

Attest



Address for giving notices:

AAA Utility Construction, LLC

P.O. Box 9404

Columbia, SC 29290

Date: _____

Owner
City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

Department of Procurements and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

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



Department/Division Name
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

Memorandum

To: Gary Porth
Construction Procurement Manager

From: John Riggs, P.E.
Wastewater Project Manager

Date: March 21, 2018

Subject: SS7333 – TSOMP SCADA Improvements
Recommendation of Award

As you are aware, the City of Columbia received competitive bids for SS7333 – TSOMP SCADA Improvements on March 15, 2018. The bid tabulations have been reviewed and we find no issues with the prices provided. The two bids were as follows:

AAA Utilities	\$1,623,368.00
Shady Grove Construction, LLC	\$2,088,999.00

We have reviewed the bids and find everything in order. We recommend awarding the contract to AAA Utilities at their bid of \$1,623,368.00.

Sincerely,

John Riggs, P.E.
Wastewater Project Manager

ColumbiaSCWater.Net



Event Numl BID 041-17-18-BF Addendum 3
Event Title TSOMP SCADA Improvements
Event Description Pre-Construction Meeting is March 1, 2018
Event Type IFBs
Issue Date 2/16/2018 04:03:07 PM (ET)
Close Date 3/15/2018 01:00:00 PM (ET)

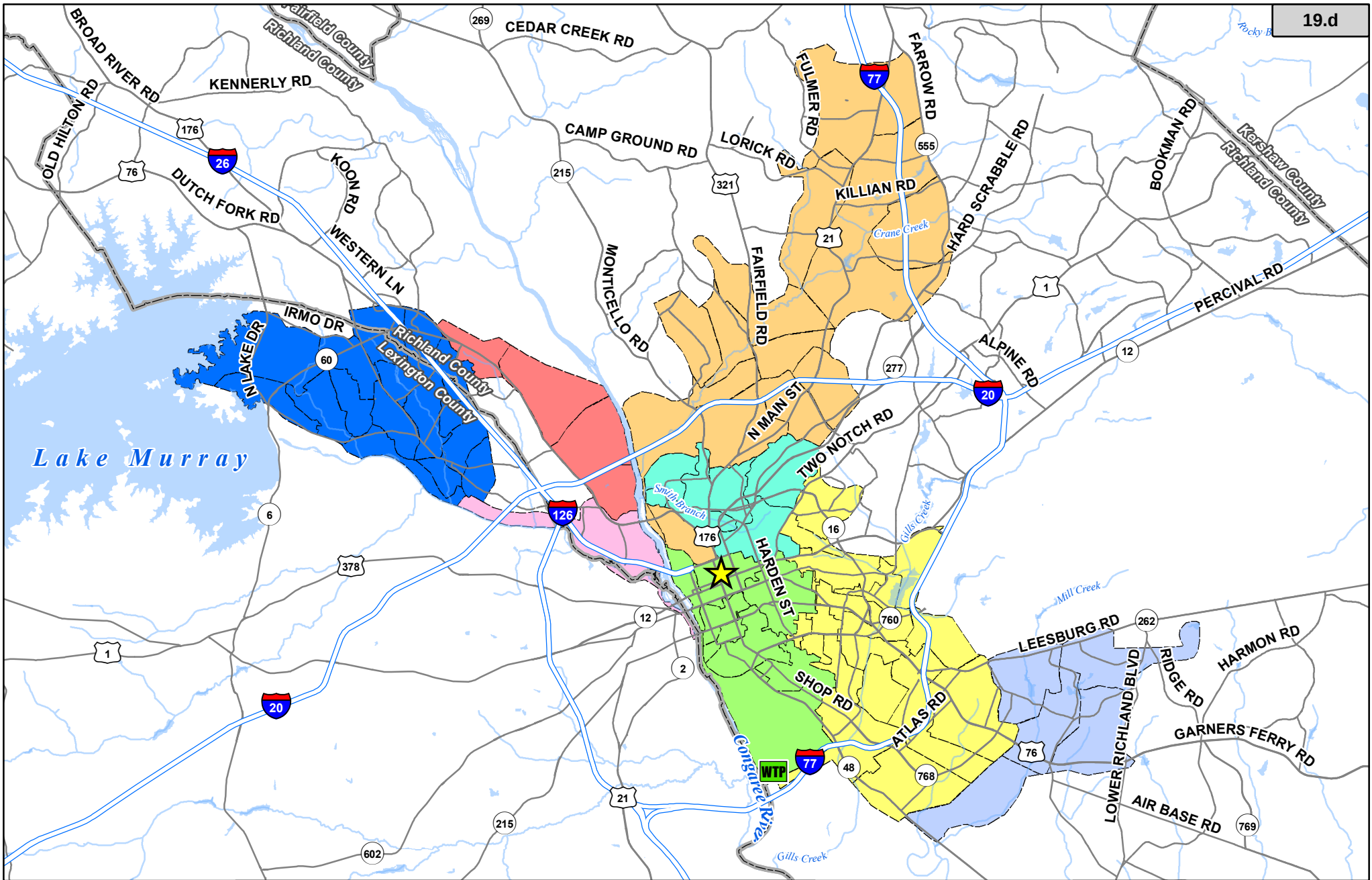
Org: ation City of Columbia, SC
Workgroup Purchasing
Event Owner Brenda Faison
Email blfaison@columbiasc.net
Phone
Fax

19.c

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Shady Grove Construction, LLC	Irmo	SC	3/15/2018 12:58:47 PM (ET)	0	\$0.00
AAA Utility and Construction LLC	Columbia	SC	3/15/2018 12:06:47 PM (ET)	1	\$1,623,368.40

2,880,99.00

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



Clean Water 2020
Columbia's Clear Vision for Clean Water



We Are Columbia



City Hall



Metro WWTWP



Broad River



Crane Creek



Gills Creek



Mill Creek



Rocky Branch



Saluda River



Smith Branch



West Columbia



1 inch = 3 miles

0 1 2 4
Miles

SS7333

TSOMP SCADA Improvements
(Project Design Completed Under SS7257)

Prepared For:

Packet Pg. 279



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, and INTERIM ZONING MAP AMENDMENT - 2716 Shop Road; TMS #16200-04-31

PURPOSE: Ordinance No.: 2018-017 - Annexing 2716 Shop Road, Richland County TMS# 16200-04-31

Council District: 3

Proposal: Request to annex, assign interim land use classification of Industrial and assign interim zoning of Light Industrial District (M-1). The property is currently classified as Economic Development Center and zoned M-1 by Richland County.

Applicant: Annette Holdings, Inc.

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

PC Recommendation: 04/09/18: Annex, Assign Interim Land Use & Interim Zoning; Approve (6-0)

First reading approval was given on May 1, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX_Shop2716 (PDF)
- **#b:** 2018-017 annex 2716 Shop Road (PDF)

HISTORY:

05/01/18

Columbia City Council

APPROVED ON FIRST READING

No one appeared at this time.



CITY COUNCIL

May 1, 2018 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 2716 Shop Road; TMS# 16200-04-31

Council District:	3	
Proposal:	Request to annex, assign interim land use classification of Industrial (IND) and assign interim zoning of Light Industrial District (M-1). The property is currently classified as Economic Development Center and zoned M-1 by Richland County.	
Applicant:	Annette Holdings, Inc.	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	APPROVE
PC Recommendation:	04/09/18: Annex, Assign Interim Land Use & Interim Zoning	APPROVE (6-0)
Annexation, 1 st Reading:	05/01/18: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Annexation, 2 nd Reading:	05/15/18: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Comp Plan Amendment: 1 st Reading:	07/17/18: Confirmation of Land Use Classification	PENDING
Comp Plan Amendment: 2 nd Reading:	08/07/18: Confirmation of Land Use Classification	PENDING
Map Amendment: 1 st Reading:	07/17/18: Zoning Confirmation	PENDING
Map Amendment: 2 nd Reading:	08/07/18: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 7.61 acres

Current Use: Vacant Industrial

Proposed Use: Industrial/Trucking

Reason for Annexation: Municipal Services

Urban Service Area: Secondary Area

SC Aeronautics Overlay: The subject property is located within the SC Aeronautics Airport Vicinity Zone as it is in proximity to the Jim Hamilton-LB Owens Airport.

Current Richland County Land Use Classification: Economic Development Center

Proposed Interim Land Use Classification: Industrial (IND)

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

Proposed Interim Zoning: Light Industrial (M-1)

Census Tract: 117.02

DETERMINATION FOR CITY SERVICES

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

Police

We find that the proposed annexation will result in an increased number of calls for services and will cost the CPD approximately **\$800** annually to provide service for this trucking facility based on calls for service to similar nearby properties.

Fire

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

Solid Waste

The property is currently a vacant industrial building. Solid Waste services cost would be \$0.00 since this service is not generally provided to this type of development.

Engineering

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

Water Customer Care

Annexation will result in an approximately **40% reduction** in water and sewer service rates for the property.

Planning & Development Services

We recommend annexation of this property. The annual City property tax revenue generated for this parcel will be approximately **\$2,450**. The petitioner also owns the adjacent and currently undeveloped ±34 acre parcel, which is already within the City limits.

* Estimated City Tax Revenue is based on 2017 millage and calculated as: (Tax Value*Tax Rate)*City Millage Rate (.0981)) - (Tax Value*Local Option Sales Tax Credit (.002209)).

PLANS, POLICIES, AND LAND USE

Urban Service Area

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

Principles and Goals of the Urban Service Area

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

Secondary areas are those areas where the City determines it logical or advantageous to provide services, but where all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. Annexation in these areas may occur, but a more detailed analysis will be needed to determine the possible impact on revenue. As is stated in the policy, these areas may include “higher value” properties that would prove beneficial to revenues.

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 Economic Development Center by Richland County.

The City's 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 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 M-1 by Richland County. Surrounding parcels within the City of Columbia are currently zoned Light Industrial District (M-1) to the South and East. Surrounding parcels within unincorporated Richland County are currently zoned M-1 to the North and West.

The proposed City of Columbia interim zoning district is Light Industrial District (M-1).

Light Industrial District (M-1)

The M-1 district is intended to accommodate wholesaling, distribution, storage, processing, light manufacturing and general commercial uses. Certain related structures and uses required to serve the needs of such uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

STAFF RECOMMENDATION

Staff recommends that Planning Commission approve a resolution recommending to City Council the assignment of an interim future land use classification of Industrial (IND) at the time of annexation.

Staff recommends the Planning Commission recommend to City Council the assignment of interim zoning of Light Industrial District (M-1) at the time of annexation.



Future Land Use Map

2716 Shop Road, TMS# 16200-04-31;
Existing Richland Co. FLU: Economic Development Center, Proposed FLU: IND

20.a

Department of Planning &
Development Services

Legend

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



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Feet

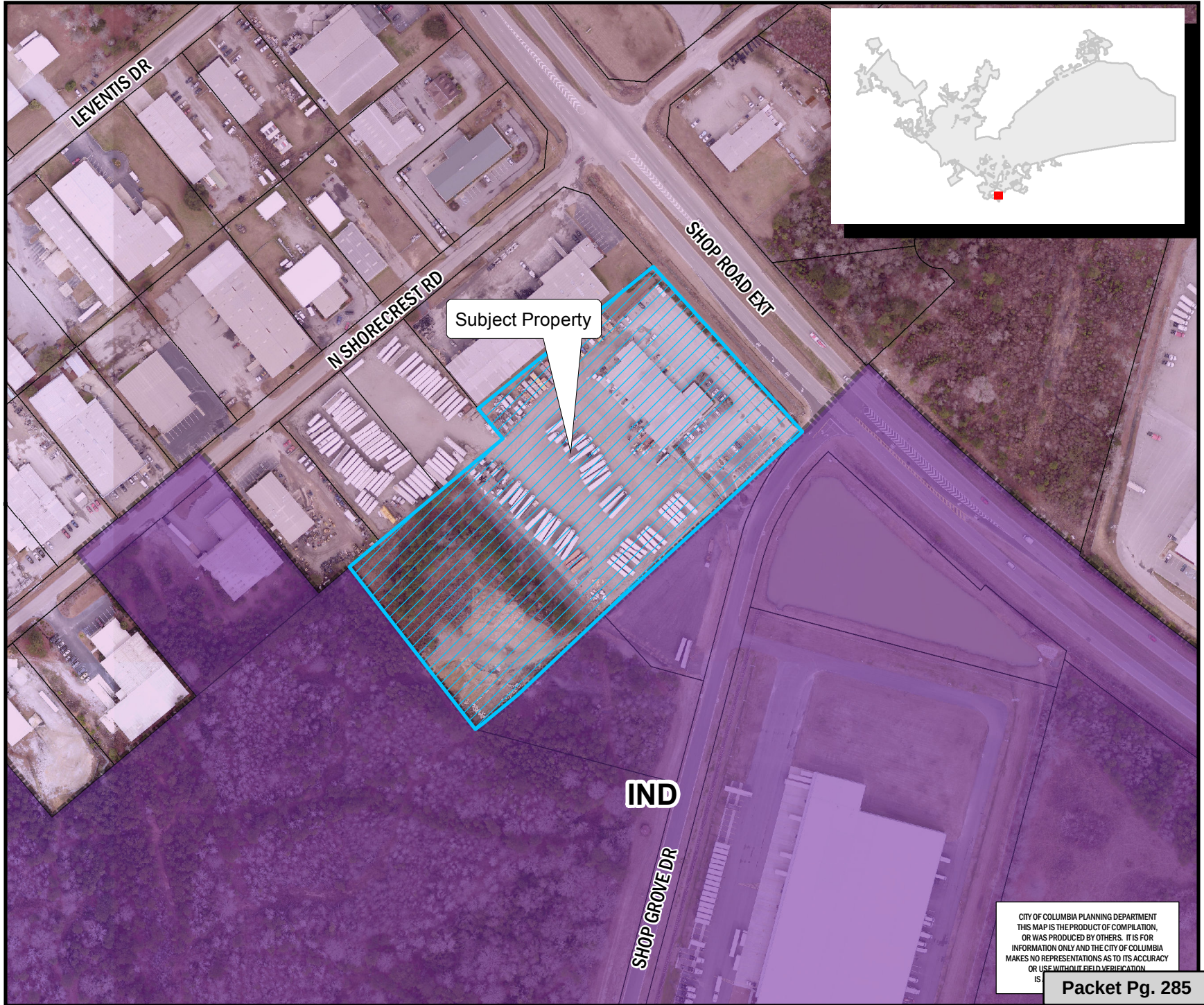
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
February 12, 2018



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.

Packet Pg. 285

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

2716 Shop Road, TMS# 16200-04-31;
Existing Richland Co. Zoning: M-1, Proposed Zoning: M-1

20.a

Legend

 CITY LIMITS
 PARCELS

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

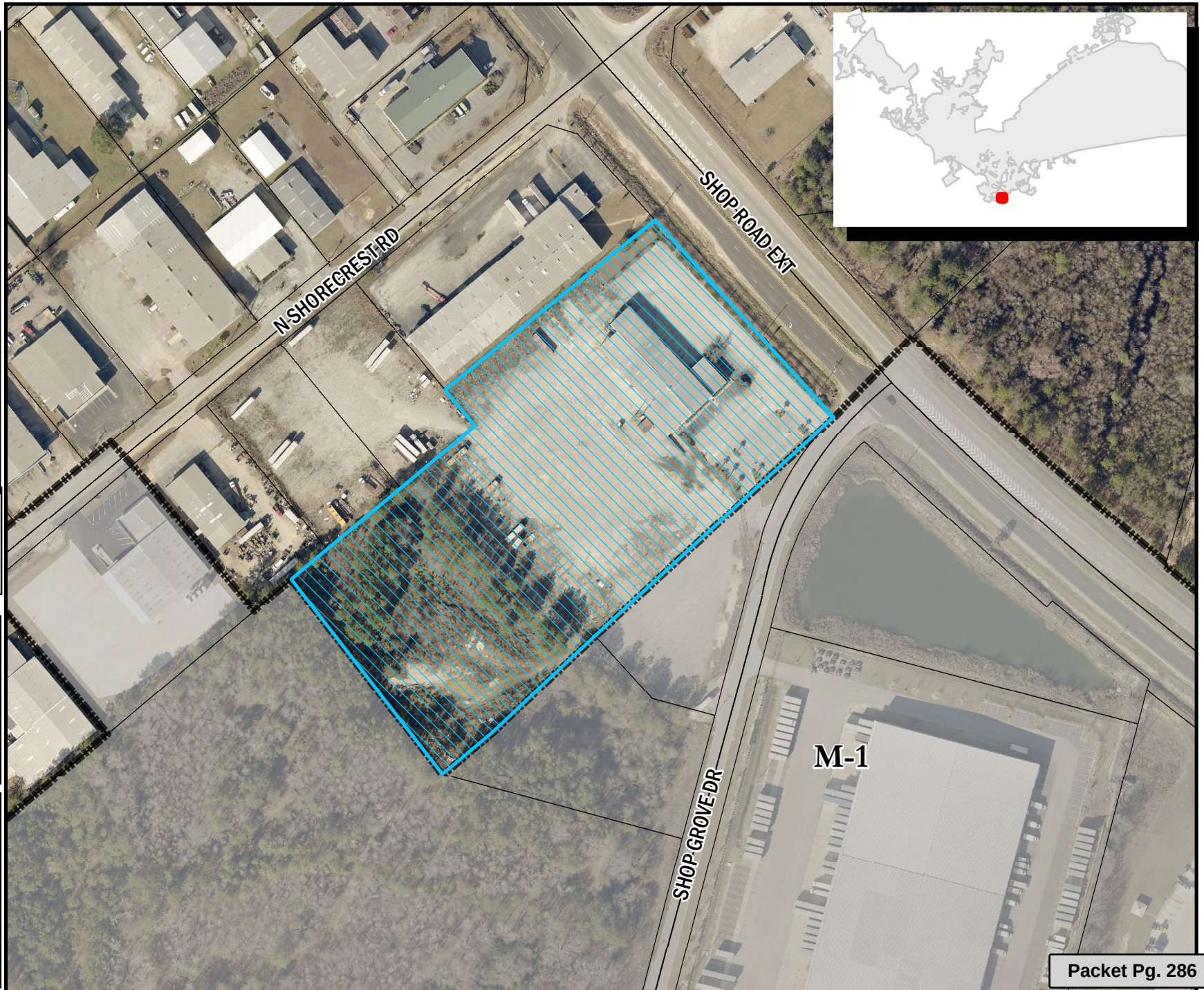


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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
February 27, 2018

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ORDINANCE NO.: 2018-017*Annexing 2716 Shop Road, Richland County TMS# 16200-04-31*

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 _____, 2018, 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 Light Industrial District (M-1), apportioned to City Council District 3, Census Tract 117.02, contains 7.61 acres, and shall be assigned an interim land use classification of Industrial (IND).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 16200-04-31

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

Requested by:

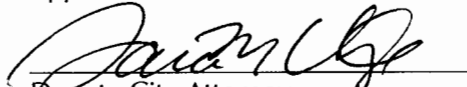
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2018-017

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, a 7.61 acre portion of the 10.32 acre tract shown and delineated on that certain "Closing Survey" prepared for Annett Holdings, Inc. d/b/a TMC Transportation by Lindler Surveying, Inc. dated June 23, 2017 and recorded in the Office of the Register of Deeds for Richland County in Book 2228 at Page 2426 (the "Property"); said Property having the courses, metes, measurements and boundaries as shown on the aforesaid Closing Survey, which is specifically incorporated herein by reference, be all measurements a little more or less.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: February 28, 2018

RE: **Property Address:** 2716 Shop Road
Richland County TMS#: 16200-04-31
Owner(s): Annette Holdings, Inc.
Current Use: Vacant Industrial
Proposed Use: Industrial/Trucking
Current County Land Use: Economic Development Center/Corridor
Proposed City Land Use: Industrial (IND)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial (M-1)
Reason for Annexation: Municipal Services/Secondary Area
City Council District: 3
Census Tract: 117.02

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

Planning & Development Services staff will see to it that this matter is placed on the **April 9, 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 Aubrey Jenkins, Fire Chief Joseph Jaco, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Gloria Saaed, Community Development Director Gloria Saaed, Community Development Director Greg Williams, Deputy Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Carolyn Wilson, Police Planning & Research Alfreda Tindall, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager William Holbrook, Police Chief Teresa Knox, City Attorney Dana Higgins, Director, Engineering Jan Alonso, Finance Director Jeff Palen, Assistant City Manager/CFO George Adams, Fire Marshal Rachel Bailey, Deputy Zoning Administrator Kimberly Gathers, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Zach Kay, Dev. Center Administrator
---	--

Planning Commission Land Use Recommendation: IND (Land Use classification) by 6-0 on 4/9/18 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: M-1 (Zoning classification) by 6-0 on 4/9/18 (mm/dd/yyyy).

(Signature of Annexation Coordinator)



Future Land Use Map

2716 Shop Road, TMS# 16200-04-31;
Existing Richland Co. FLU: Economic Development Center, Proposed FLU: IND

20.b

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
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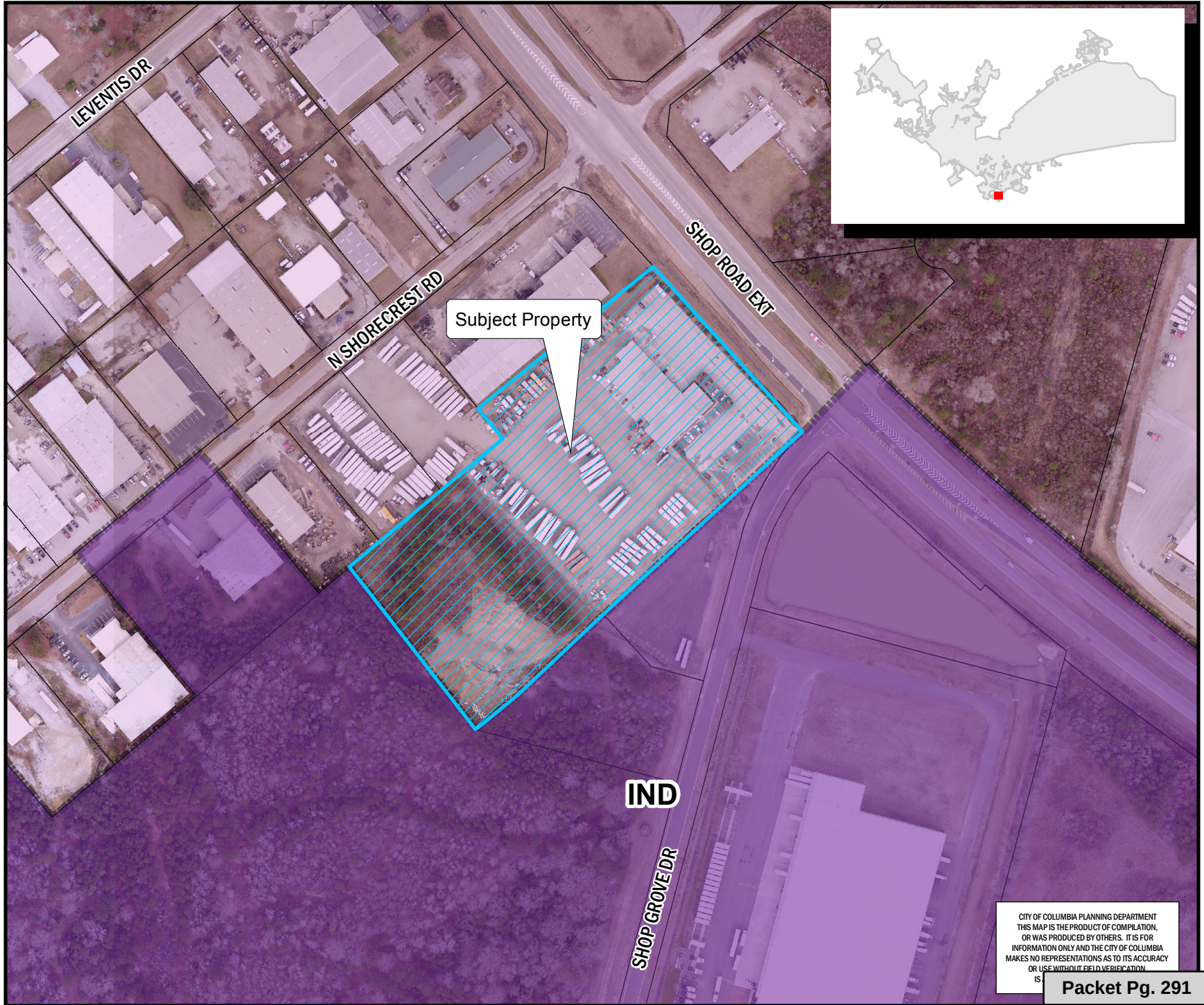
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This map was prepared by:

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February 12, 2018



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Packet Pg. 291

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

2716 Shop Road, TMS# 16200-04-31;
Existing Richland Co. Zoning: M-1, Proposed Zoning: M-1

20.b

Legend

 CITY LIMITS
 PARCELS

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

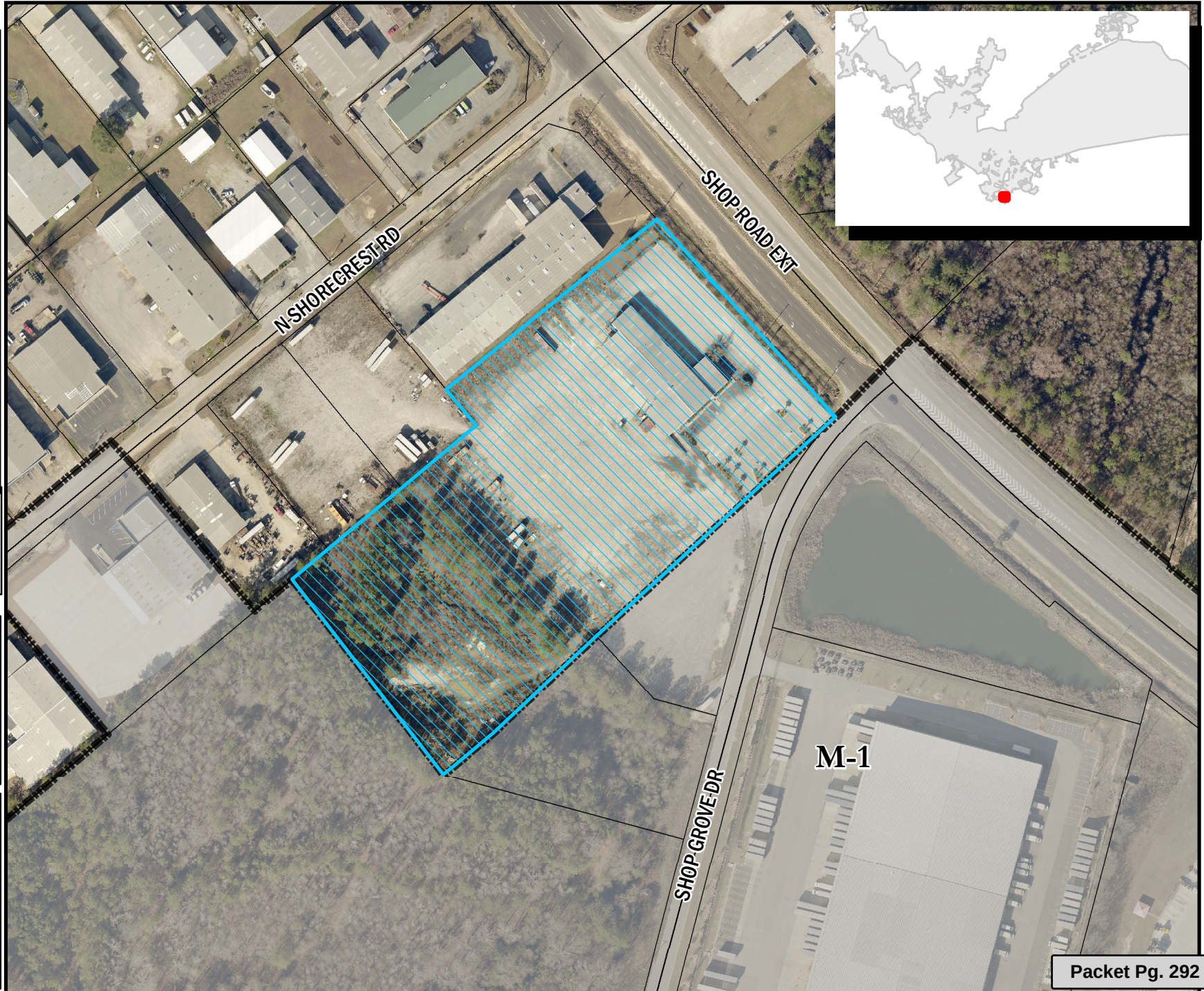


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February 27, 2018

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

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or tract of land, together with the improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, a 7.61 acre portion of the 10.32 acre tract shown and delineated on that certain "Closing Survey" prepared for Annett Holdings, Inc. d/b/a TMC Transportation by Lindler Surveying, Inc. dated June 23, 2017 and recorded in the Office of the Register of Deeds for Richland County in Book 2228 at Page 2426 (the "Property"); said Property having the courses, metes, measurements and boundaries as shown on the aforesaid Closing Survey, which is specifically incorporated herein by reference, be all measurement a little more or less.

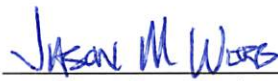
Richland County TMS: 16200-04-31

Property Address: 2716 Shop Road

Annette Holdings, Inc.

BY: 

Date: 2-23-2018


 (Print or Type Name)

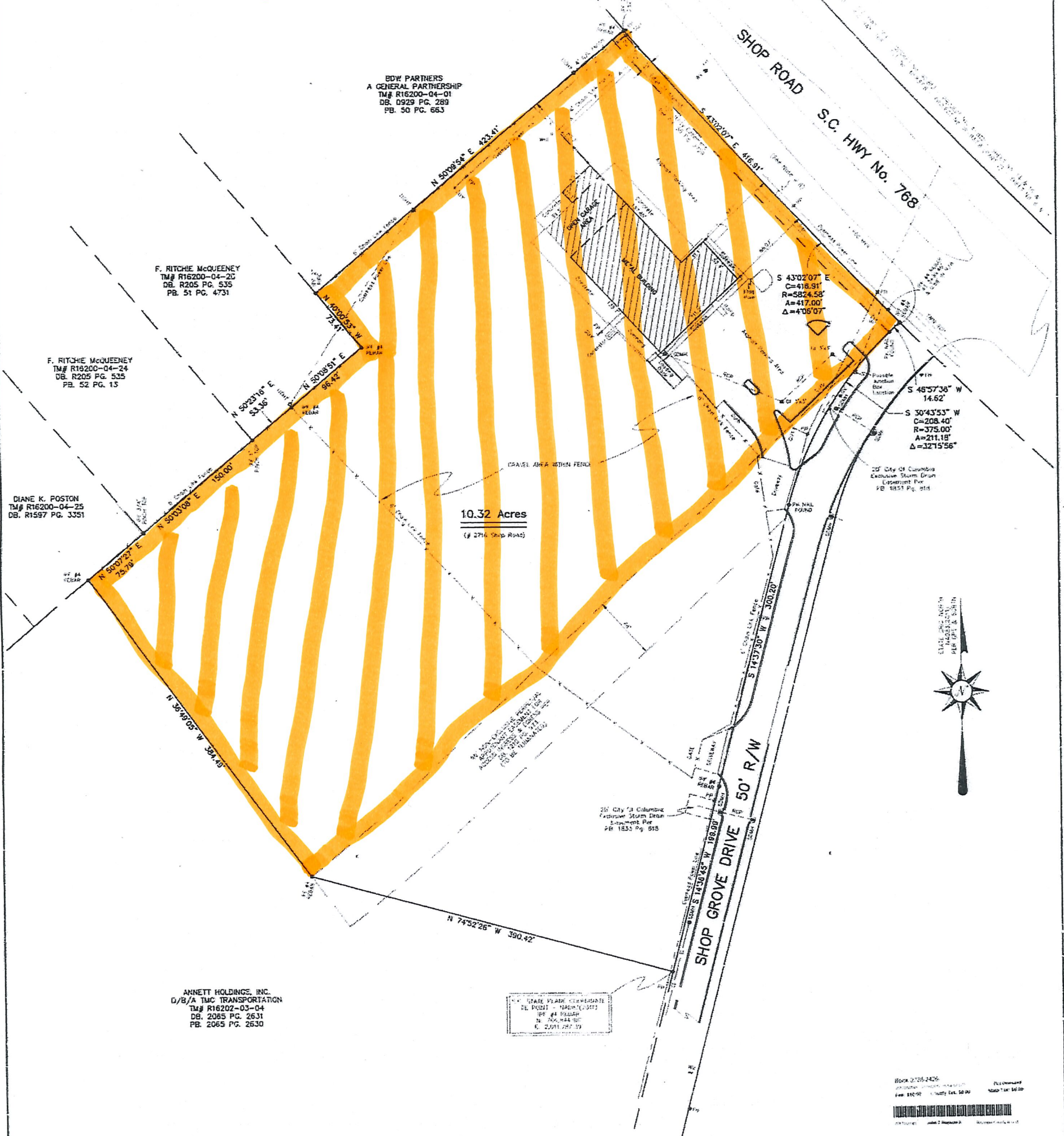
Its: EVP ASSET MANAGEMENT
 (Print or Type Title)




 2/23/2018

[illegible]

 = Area of proposed Annexation



'Closing Survey'

SOUTH CAROLINA : RICHLAND COUNTY : CITY OF COLUMBIA

PLAN OF THE COMBINATION OF A 4.99 ACRES TRACT SHOWN ON PLAT BY L.W. SMITH DATED (1/19/1994) RECORDED IN PB. 55 PG. 3733; A 2.62 ACRES TRACT SHOWN ON PLAT BY L.W. SMITH DATED (8/23/2008) RECORDED IN PB. 1477 PG. 3533 & PARCELS 'A' & 'B' SHOWN ON PLAT BY L.W. SMITH DATED (10/22/2012) RECORDED IN PB. 1833 PG. 818.

SURVEYED FOR

ANNETT HOLDINGS, INC. D/B/A TMC TRANSPORTATION

JUNE 23, 2017

0° 50° 100°



SCALE: 1 IN. = 50 FEET

1. MONITOR STATE THAT TO THE BEST OF MY KNOWLEDGE INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATION'S CHAINING MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OF THIS PROPERTY ON OTHER THAN OWNED.

IS THIS PROPERTY IN AIR F. 1. A. DESIGNATED FLOOD HAZARD ALONG NCDOT HIGHWAY NUMBER 1: 400700E179C DATED JANUARY 15, 1984.



LINDER
SURVEYING, INC.
No. 002334

LINDER SURVEYING, INC.

1280 DODSON ROAD 29128
HEMBERT, SOUTH CAROLINA
(803) 492-7711
(803) 425-0703
LINDER SURVEYING, INC. IS AN EQUAL OPPORTUNITY FIRM



PD 19451

TM# R16200-04-S1, R16202-03-01 & R16202-03-02

132/77 & DC BY JS NOT A VALID DOCUMENT WITHOUT AN ORIGINAL SIGNATURE & AFFIDAVIT SEAL FILE: 150789

132/7 & PC by JS NOT A VALID DOCUMENT WITHOUT AN ORIGINAL SIGNATURE & IMPRESSION SEAL FILE: 15078B



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-013 - Authorizing and providing for the issuance of Stormwater System Revenue Bonds of the City of Columbia, South Carolina; prescribing the form of bonds; limiting the payment of the bonds solely to the revenues derived from the operation of the system and pledging such revenues to such payment; creating certain funds and providing for payments into such funds; and making other covenants and agreements in connection with the foregoing

PURPOSE: First reading approval was given on April 17, 2018.

FINANCIAL IMPACT:

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

ATTACHMENTS:

- **#a:** 2018-013 Stormwater System Revenue Bond 2018 (PDF)
- **#b:** 2018-013 Stormwater System Revenue Bond 2018 rev 5112018 (PDF)

HISTORY:

04/17/18

Columbia City Council

APPROVED ON FIRST READING

CITY OF COLUMBIA, SOUTH CAROLINA

GENERAL BOND ORDINANCE NO.: 2018-013

AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF STORMWATER SYSTEM REVENUE BONDS OF THE CITY OF COLUMBIA, SOUTH CAROLINA; PRESCRIBING THE FORM OF BONDS; LIMITING THE PAYMENT OF THE BONDS SOLELY TO THE NET REVENUES DERIVED FROM THE OPERATION OF THE SYSTEM AND PLEDGING SUCH NET REVENUES TO SUCH PAYMENT; CREATING CERTAIN FUNDS AND PROVIDING FOR PAYMENTS INTO SUCH FUNDS; AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING.

Enacted: _____, 2018

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ARTICLE II	8
<u>SECTION 2.1. FINDINGS AND DETERMINATIONS</u>	<u>8</u>
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<u>SECTION 3.1. AUTHORIZATION OF BONDS.....</u>	<u>9</u>
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<u>SECTION 3.3. CONDITIONS FOR THE ISSUANCE OF BONDS UNDER THIS ORDINANCE OTHER THAN</u> <u>REFUNDING BONDS</u>	<u>10</u>
<u>SECTION 3.4. REFUNDING BONDS.....</u>	<u>12</u>
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<u>SECTION 4.2. AUTHENTICATION</u>	<u>14</u>
<u>SECTION 4.3. REGISTRATION AND TRANSFER OF BONDS</u>	<u>14</u>
<u>SECTION 4.4. FORM OF BONDS; DENOMINATIONS; MEDIUM OF PAYMENT</u>	<u>15</u>
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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall, for all purposes of this Ordinance and of any ordinance, resolution, certificate, opinion, instrument or other document herein or therein mentioned, have the meanings herein specified. Definitions shall be equally applicable to both the singular and plural forms of any of the terms herein defined and vice versa. The term:

“2018 Bonds” means the not exceeding \$50,000,000 Stormwater System Revenue Bonds, in one or more series, authorized by this Ordinance and the First Supplemental Ordinance.

“Accountant” shall mean an independent certified public accountant or a firm of independent certified public accountants selected by the City.

“Annual Budget” shall mean the annual budget required by Section 7.9 hereof.

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

“Bond” or “Bonds” shall mean any Bond (including the 2018 Bonds), some of the Bonds or all of the Bonds issued under and pursuant to Article III hereof, excluding bonds or other indebtedness issued under Section 3.5 or Section 3.6 hereof.

“Bond Act” shall mean Title 6, Chapter 21, Code of Laws of South Carolina 1976, as amended (being the Revenue Bond Act for Utilities), and all other statutory authorizations, now or hereinafter enacted, authorizing and enabling the City to provide for the issuance of the Bonds, including, if applicable, with respect to any Series of refunding Bonds, Title 11, Chapters 15 and 21, Code of Laws of South Carolina 1976, as amended.

“Bond and Interest Redemption Fund” shall mean the respective funds of that name established pursuant to Section 6.7 of this Ordinance and so designated pursuant to a Supplemental Ordinance to provide for the payment of the principal of and interest on the respective Series of Bonds issued pursuant to this Ordinance as the same respectively become due and payable.

“Bond Counsel” shall mean any attorney or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States.

"Bond Redemption Account" shall mean the account by that name created within each respective Bond and Interest Redemption Fund.

"Bondholders" or the term "Holders" or any similar term shall mean the registered owner or owners of any Outstanding Bond or Bonds.

"Books of Registry" shall mean the registration books maintained by the Registrar in accordance with Section 4.3 hereof.

"Business Day" shall mean, except as otherwise provided with respect to a Series of Bonds in a Supplemental Ordinance, any day other than a Saturday, a Sunday or a day which shall be in the State or the state in which the principal office of the Custodian is located a legal holiday or a day on which banking institutions are authorized by law or executive order to close.

"Capital Lease" shall mean any lease of property with respect to the System which, in accordance with generally accepted accounting principles, has been or should be capitalized on the City's balance sheet or for which the amount of the asset and liability thereunder as if so capitalized should be disclosed in a note to the balance sheet.

"City" shall mean the City of Columbia, South Carolina.

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

"Construction Fund" shall mean any fund established with and maintained by the Bank selected by the City, and derived from certain of the proceeds of the sale of the Bonds and intended to defray the costs of all or a portion of any Project and to pay Costs of Acquisition and Construction (exclusive of any capitalized interest on Bonds which may be deposited in a Bond and Interest Redemption Fund) in connection therewith, as established in a Supplemental Ordinance authorizing the issuance of any Series of Bonds.

"Consulting Engineer" shall mean the engineer or engineering firm or corporation registered and qualified to practice the profession of engineering under the laws of the State and having a favorable reputation for skill and experience in the construction and operation of stormwater and drainage systems, employed by the City to perform and carry out the duties imposed by this Ordinance, and who or which is not a full-time employee of the City.

"Contingent Fund" shall mean the fund of that name established pursuant to Section 6.10 of this Ordinance.

"Costs of Acquisition and Construction" shall mean, to the extent permitted by the Bond

Act, all costs of acquiring, reconstructing, replacing, extending, repairing, bettering, improving, equipping, developing, embellishing or otherwise improving the System, including the Costs of Issuance and capitalized interest on Bonds. Costs of Acquisition and Construction shall include the payment of amounts due on bond anticipation notes, the proceeds of which were used for Costs of Acquisition and Construction.

"Costs of Issuance" shall mean all items of expense, directly or indirectly payable or reimbursable by or to the City and related to the authorization, sale and issuance of Bonds including, but not limited to, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any Bank, Custodian, Registrar or Paying Agent, legal fees and charges, auditing and accounting fees and charges, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of Bonds, costs and expenses of any refunding, premiums for insurance relating to the issuance of Bonds, financing charges, and any other costs, charges or fees in connection with the original issuance of Bonds.

"Council" shall mean the City Council of the City of Columbia, South Carolina.

"Custodian" shall mean Regions Bank appointed pursuant to Section 8.1 hereof to hold the Bond and Interest Redemption Funds and the Debt Service Reserve Funds, and any successor Custodian appointed in accordance with Section 8.2 hereof.

"Debt Service" shall mean, with respect to each Series of Bonds and with respect to any particular Fiscal Year, the aggregate of the amounts to be paid or set aside (or estimated to be required to be paid or set aside) in the applicable Bond and Interest Redemption Fund in such Fiscal Year for the payment of the principal of, redemption premium, if any, and interest (to the extent not payable from the proceeds of Bonds or investment earnings thereon) on such Series of Bonds; provided that the interest on Variable Rate Indebtedness then Outstanding shall be calculated at the actual average rate of interest on the Variable Rate Indebtedness during the twelve (12) months immediately preceding the date of calculation (or such lesser period during which the Variable Rate Indebtedness has been Outstanding); provided further, that for purposes of Section 3.3 hereof, (1) interest on Variable Rate Indebtedness then proposed to be issued shall be calculated at the initial interest rate on such Variable Rate Indebtedness and (2) interest on Variable Rate Indebtedness then Outstanding shall be calculated at the current interest rate on such Variable Rate Indebtedness, in each case of which such interest rate may be based on an index rate determined no more than two weeks prior to such calculation.

"Debt Service Reserve Fund" shall mean the respective funds, if any, of that name established pursuant to Section 6.8 of this Ordinance, and so designated pursuant to a Supplemental Ordinance to provide for the payment of the principal of and interest on the respective Series of Bonds issued pursuant to this Ordinance and such Supplemental Ordinance as the same respectively come due and payable.

"Default" or "Event of Default" shall mean any of those defaults specified in and defined by

Article X hereof.

“Depreciation Fund” shall mean the fund of that name established pursuant to Section 6.9 of this Ordinance.

“Expenses of Operating and Maintaining the System” shall mean the current expenses, paid or accrued, of operation, administration, maintenance and current repair of the System, as calculated in accordance with generally accepted accounting practices, and shall include, without limiting the generality of the foregoing, administrative charges, salaries, wages, employee benefits, costs of materials and supplies, costs of routine repairs, renewals, replacements and alterations occurring in the usual course of business, properly allocable share of City administrative and overhead expenses, costs of billings and collections, costs of any audit of the System, the premiums for all insurance required with respect to the System, taxes, if any, and amounts payable by way of arbitrage rebate. Expenses of Operating and Maintaining the System shall not include (i) the payment of interest on Bonds or other System-related indebtedness, (ii) capital outlay or any renewals or replacements of capital assets of the System, (iii) any allowance for depreciation, (iv) any amounts deemed to be payments in lieu of taxes or other equity transfers, (v) any pension-related and other post-employment benefit-related expenses (other than such amounts actually paid) of the System, (vi) any payment or amortization of financing expenses, underwriting discounts, call premiums, losses on the extinguishment of debt due to refinancing of the same, and other related and non-recurring expenses resulting from the issuance or refinancing of long term indebtedness, or (vii) any losses on the sale or other disposition of investments or fixed or capital assets.

“First Supplemental Ordinance” shall mean the First Supplemental Ordinance No. 2018-014 enacted by the Council contemporaneous with this Ordinance, authorizing the 2018 Bonds.

“Fiscal Year” shall mean the fiscal year for the System as determined by the Council, initially being the period from July 1 in any year to and including June 30 in the following year.

“Government Obligations” shall mean, except as limited with respect to the funds and accounts relating to a Series of Bonds by a Supplemental Ordinance, any of the following to the extent now or hereafter permitted by the laws of the State:

- (a) cash;
- (b) non-callable bonds, notes or direct obligations and general obligations of the United States;
- (c) non-callable, U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series - "SLGS");
- (d) non-callable, direct obligations of the U.S. Treasury which have been stripped by the U.S. Treasury;

(e) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board;

(f) non-callable, obligations issued by any agency or instrumentality of the United States of America which are backed by the full faith and credit of the United States;

(g) prerefunded municipal bonds which are rated "Aaa" by Moody's Investors Services, Inc. or "AAA" by Standard & Poor's Credit Markets Service, a Division of The McGraw-Hill Companies, Inc.; and

(h) any legally permissible combination of any of the foregoing.

"Interest Account" shall mean the account by that name created within each respective Bond and Interest Redemption Fund.

"Interest Payment Date" shall mean the respective interest payment dates for a Series of Bonds as determined by a Supplemental Ordinance.

"Junior Bonds" shall mean either: (a) bonds or bond anticipation notes secured by a pledge of Net Revenues junior and subordinate in all respects to the pledge securing the Bonds; or (b) any other form of indebtedness, including a Capital Lease secured by Net Revenues after provision has been made for all payments required to be made with respect to the Bonds, which bonds, notes, or other indebtedness may be authorized by an ordinance of Council which is not supplemental to this Ordinance.

"Maximum Debt Service" shall mean the highest aggregate principal and interest requirements (to the extent not paid from the proceeds of Bonds or investment earnings thereon) on the Bonds then Outstanding during any then current or future Fiscal Year; provided that for purposes of Section 3.3 hereof, (1) interest on Variable Rate Indebtedness then proposed to be issued shall be calculated at the initial interest rate on such Variable Rate Indebtedness and (2) interest on Variable Rate Indebtedness then Outstanding shall be calculated at the current interest rate on such Variable Rate Indebtedness, in each case of which such interest rate may be based on an index rate determined no more than two weeks prior to such calculation.

"Net Revenues" shall mean the Revenues of the System after deducting the Expenses of Operating and Maintaining the System.

"Operation and Maintenance Fund" shall mean the fund of that name established pursuant to Section 6.10 of this Ordinance.

"Ordinance" shall mean this ordinance as from time to time amended or supplemented by one or more Supplemental Ordinances.

"Outstanding" when used with respect to any Bond shall have the construction given to such

word in Article XII hereof; i.e., a Bond shall not be Outstanding if such Bond is not, or would not be, at the time, deemed to be Outstanding by reason of the operation and effect of said Article XII.

"Paying Agent" shall mean for each Series of Bonds the respective paying agent or paying agents appointed pursuant to the proceedings authorizing such Bonds.

"Permitted Investments" shall mean, except as limited with respect to the funds and accounts relating to a Series of Bonds by a Supplemental Ordinance, (a) any one or more of the investments now or hereafter permitted by Section 6-5-10 the South Carolina Code, and in effect from time to time, or any authorization relating to the investment of funds hereunder; and (b) the South Carolina Pooled Investment Fund or similar State administered pool investment fund.

"Principal Account" shall mean the account by that name created within each respective Bond and Interest Redemption Fund.

"Principal Payment Date" shall mean the respective principal payment dates for a Series of Bonds as determined by a Supplemental Ordinance, including any mandatory sinking fund redemption dates.

"Project" shall mean any work, undertaking or project which the City is or may hereafter be authorized to construct or acquire with the proceeds of any Bonds and which will become a part of the System including the acquisition of any system which shall be combined with or consolidated into the System pursuant to law.

"Rate Covenant" shall mean the covenant as to fees, rates and other charges described in Section 7.1 hereof.

"Record Date" shall mean with respect to any Series of Bonds the fifteenth (15th) day (whether or not a Business Day) of the calendar month immediately preceding an Interest Payment Date or such other day as may be provided in the Supplemental Ordinance authorizing the issuance of such Series of Bonds.

"Registrar" shall mean for each Series of Bonds the registrar appointed pursuant to the proceedings authorizing such Bonds.

"Reserve Fund Requirement" shall mean, as of the date of calculation, the debt service reserve fund requirement, if any, established pursuant to a Supplemental Ordinance authorizing the issuance of a Series of Bonds.

"Revenue Fund" shall mean the fund of that name established pursuant to Section 6.5 of this Ordinance.

"Revenues" shall mean all receipts, income, revenues, fees and other charges to be imposed and collected in connection with, and all other income and receipts of whatever kind or character

derived by the City from the establishment and operation of the System, including, but not limited to, stormwater utility fees and charges, interest earnings and other earnings or investments, as such earnings or investments are computed in accordance with generally accepted accounting practices, but excluding the proceeds of any grants or debt, contributions in aid of construction, gains or losses on extinguishment of debt, and the receipts, income, revenues, fees and other charges derived from the operation of Special Facilities.

"Series" or "Series of Bonds" or "Bonds of Series" shall mean all Bonds designated as being of the same series issued and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter delivered in lieu thereof or in substitution therefor pursuant to this Ordinance.

"South Carolina Code" shall mean South Carolina Code of Laws 1976, as amended.

"Special Facilities" shall mean any project or undertaking, the revenues and expenses resulting from the operation of which can be segregated from the revenues and expenses of the System and which the City shall designate as such by ordinance of Council.

"Special Facilities Bonds" shall mean any bonds issued to defray the costs of Special Facilities pursuant to Section 3.6 hereof.

"State" shall mean the State of South Carolina.

"Supplemental Ordinance" shall mean any ordinance enacted by the Council providing for the issuance of Bonds and any ordinance enacted by the Council pursuant to and in compliance with the provisions of Article IX hereof amending or supplementing the provisions of this Ordinance or any Supplemental Ordinance.

"System" shall mean the stormwater and drainage system of the City, as the same is now constituted, all properties, real and personal, and matters and things used or useful in the maintenance, operation or functioning thereof, all apparatus and equipment used in connection therewith, and all replacements, enlargements, improvements, extensions, additions and betterments that may be made thereto, including any Project, and any other utility system with which the System may hereafter be combined pursuant to ordinance of Council.

"Term Bond" shall mean any Bond designated by the Supplemental Ordinance providing for its issuance as being subject to retirement or redemption from moneys credited to the applicable Bond Redemption Account as sinking fund installments.

"Variable Rate Indebtedness" shall mean indebtedness in the form of Bonds the interest rate on which is not established at a fixed or constant rate at the time such indebtedness is incurred.

ARTICLE II

FINDINGS AND DETERMINATIONS

Section 2.1. Findings and Determinations. The Council hereby finds and determines:

A. The City is an incorporated municipality located in Richland and Lexington Counties, State of South Carolina, and as such possesses all powers and duties granted to municipalities by the Constitution and laws of this State.

B. The Stormwater Management and Sediment Reduction Act (Section 48-14-10 et seq., Code of Laws of South Carolina, 1976, as amended) authorizes the establishment by a municipality of a Stormwater Management Utility which the City established by Ordinance No. 2002-029 enacted on June 19, 2002, as amended from time to time. Previously, the City had maintained a system of stormwater management facilities, including but not limited to, inlets, conduits, manholes, channels, ditches, drainage facilities, easements, retention and detention basins, infiltration facilities, and other components as well as natural waterways. Such facilities constitute a drainage system for which revenue bonds may be issued under the Bond Act.

C. Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, provides that a municipality may incur indebtedness payable solely from a revenue-producing project which source does not involve revenues from any tax or license.

D. The City is authorized by the provisions of the Bond Act to issue revenue bonds to defray the costs of improvements, enlargements and extensions to the System.

E. As of the date hereof, the City has no outstanding bonds or other obligations payable from the Net Revenues of the System.

F. The System is operated on a fiscal year basis, which presently commences on July 1 of each year and ends on June 30 of the following year.

G. By the enactment of this Ordinance, the City intends to provide for the issuance of the revenue bonds at the time and on the terms and conditions set forth in this Ordinance and Supplemental Ordinances hereto.

[End of Article II]

ARTICLE III

AUTHORIZATION AND ISSUANCE OF BONDS

Section 3.1. Authorization of Bonds. There is hereby authorized to be issued Bonds of the City to be designated "City of Columbia, South Carolina, Stormwater System Revenue Bonds," or such other designations as may be provided in the Supplemental Ordinance authorizing such Bonds, which Bonds may be issued pursuant to this Ordinance and in accordance with the terms, conditions and limitations set forth herein; in Series; and in such amounts and from time to time as the City may deem to be necessary or advisable for any corporate purpose of the City for which Bonds may be issued under this Ordinance and the Bond Act.

Section 3.2. General Provisions For Issuance of Bonds.

(a) The Bonds shall be issued in Series by means of Supplemental Ordinances enacted by the Council in accordance with the provisions of this Article and Article IX hereof. Each Supplemental Ordinance shall designate the Bonds provided thereby with an appropriate Series designation and with such further particular designations, if any, as the City deems appropriate. Each Supplemental Ordinance shall, unless or except as is otherwise set forth herein, also specify: (i) the authorized principal amount and designation of such Series of Bonds; (ii) the purpose or purposes for which the Bonds of such Series are being issued, which shall be one or more of the purposes set forth in Sections 3.3 or 3.4 hereof; (iii) if the Bonds of the Series are being issued for a purpose specified in Section 3.3 hereof, the Project for which such Bonds are being issued; (iv) an estimate of the Costs of Acquisition and Construction for any Project, if any, to be financed by such Series of Bonds, and, in the event of the acquisition by purchase or condemnation of any facilities already constructed, a determination of what repairs, replacements, additions and betterments will be necessary in order that such facilities may be effective for their purpose and an estimate of the costs required therefor; (v) the date or dates of the Bonds of the Series; (vi) the maturity date or dates of the Bonds of the Series and the sinking fund installment amounts and due dates for the Term Bonds of the Series, if any; (vii) the interest rate or rates of the Bonds of such Series, or the manner determining such rate or rates, the initial Interest Payment Date therefor, and the subsequent Interest Payment Dates; (viii) the denominations of (if other than as provided in this Ordinance), and manner of numbering and lettering, the Bonds of such Series; (ix) the redemption premium or premiums, if any, or the redemption price or prices to be paid upon the redemption of the Bonds of such Series, the period or periods, if any, during which such premiums or prices shall be payable, and the terms and conditions, if any, of such redemption; (x) the place or places of payment of the Bonds of the Series and interest thereon, and the Paying Agent and Registrar therefor and any Bank and/or Custodian of the funds and accounts created with respect thereto; (xi) the provisions for the sale or other disposition of the Bonds of the Series and the use, application and investment, if any, of the proceeds of such sale or other disposition, which use, application and investment shall not be inconsistent or in conflict with the provisions hereof; (xii) whether such Series of Bonds will be subject to a Reserve Fund Requirement and the manner of satisfaction of such Reserve Fund Requirement; (xiii) any other provisions which may be required to be inserted therein by other provisions of this Ordinance; and (xiv) any other necessary or desirable provisions not inconsistent

or in conflict with the provisions of this Ordinance.

(b) Bonds of a Series may be executed and delivered to the Registrar by the City and authenticated and delivered by the Registrar to the City or, upon its order, upon compliance with Section 3.3 or Section 3.4 hereof.

Bonds issued upon compliance with this Section 3.2 and Section 3.3 or Section 3.4 hereof shall be issued on a parity with the pledge and lien of the Net Revenues of the System inter sese, but not with respect to the particular Bond and Interest Redemption Fund or Debt Service Reserve Fund created for the benefit of the Holders of the Bonds of a Series, notwithstanding, that they may be in different form, and bear different dates, interest rates, number, date of issuance or date of execution or are payable at different times. In all such instances, the pledge of the Net Revenues made hereunder, and the covenants and remedies hereby granted, shall be applicable and available to the Holders of such Bonds.

Section 3.3. Conditions for the Issuance of Bonds Under this Ordinance Other than Refunding Bonds. Any time and from time to time, one or more Series of Bonds (exclusive of refunding Bonds) may be issued for such purposes as may be permitted by the Bond Act upon compliance with the provisions of Section 3.2 hereof and this Section 3.3 in such principal amounts as may be determined by the Council for the purpose of paying all or part of the Costs of Acquisition and Construction of one or more Projects upon compliance with the following conditions:

A. There shall be executed a certificate of the City Manager or chief administrative official or any Assistant City Manager of the City stating (i) either (a) that no Default exists in the payment of the principal of, premium, if any, or interest on any Bonds or Junior Bonds and all mandatory sinking fund redemptions, if any, required to have been made shall have been made, or (b) that the application of the proceeds of sale of the Series of Bonds to be issued as required by the Supplemental Ordinance authorizing their issuance will cure any such Default or permit such redemptions; and (ii) either (a) that to the best of his or her knowledge, the City is not in Default in the performance of any other of its covenants and agreements contained in this Ordinance, or (b) setting forth the circumstances of each such Default known to him or her.

B. If a certificate executed pursuant to part (A) of this Section 3.3 should disclose a Default or Defaults hereunder, there shall be filed with the City an opinion of Bond Counsel that, in the case of any Default disclosed in a certificate filed pursuant to part (A) of this Section 3.3, each such Default does not deprive the Bondholders of the security afforded by this Ordinance in any material aspect.

C. For the issuance of Bonds (other than the 2018 Bonds) to finance the Costs of Acquisition and Construction, or a portion thereof, of any Project, there shall be delivered either (i) a certificate or report, which need not be based upon the audited financial statements of the City, from the City Manager, any Assistant City Manager serving as the chief financial officer of the City, an Accountant or a Consulting Engineer stating that the amount of the Net Revenues of the System for a consecutive 12-month period ending during the last 18 months is not less than 120% of the Maximum Debt Service on Bonds then Outstanding and the Bonds then proposed to be issued, or (ii) a certificate or report from an Accountant or Consulting Engineer, or a certificate or report from the City Manager or any Assistant City Manager serving as the chief financial officer of the City which is based upon a certificate or report from an Accountant or Consulting Engineer, stating that the amount of the Net Revenues of the System, as shall have been forecasted, is not less than 120% of the actual Debt Service on all Bonds then Outstanding and the Bonds then proposed to be issued for each of the three (3) Fiscal Years following the later of the date of the delivery of the Bonds of such Series, or the period (if any) for which interest is funded from the proceeds of such Bonds; provided the amount of Net Revenues for the periods referred to above may be adjusted by adding the following:

- (1) in case the rates and charges for the services furnished by the System shall have been revised and such revised rates and charges shall have gone into effect or will be effective on a future date or dates prior to the delivery of the Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the periods referred to above if such rates and charges had been in effect during the periods referred to above; and
- (2) in case an existing stormwater and drainage system or any other public utility system is to be acquired and combined or made a part of the System from the proceeds of the Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the periods referred to above if such existing system or systems to be acquired had been a part of the System during the periods referred to above (which computation of the additional amount of Net Revenues shall be based upon the method of computing Net Revenues under this Ordinance).

D. Such Bonds shall be issued to secure funds to defray the Costs of Acquisition and Construction of a Project, including any acquisition or construction of any existing or proposed system which shall be combined with or consolidated into the System pursuant to law; or to refund Junior Bonds, or any notes, bonds, or other obligations issued to finance or to aid in financing the acquisition, construction, improvement, enlargement or repair of the System or another public utility system combined with the System.

E. The Supplemental Ordinance may provide for a deposit into the Debt Service Reserve Fund with respect to such Series of Bonds of cash or securities or an insurance policy, surety bond or letter of credit provided in Section 6.8 hereof (inclusive of any proceeds of such Series of Bonds to be deposited in the applicable Debt Service Reserve Fund) having an aggregate value not less than the Reserve Fund Requirement, if any, with respect to such Series of Bonds.

Section 3.4. Refunding Bonds. Without complying with the provisions of Section 3.3 hereof except as otherwise provided herein, the City by means of a Supplemental Ordinance enacted in compliance with the provisions of the Bond Act and any other statutory provisions authorizing the issuance of revenue refunding bonds, including advance refunding bonds, may issue hereunder refunding Bonds as follows:

A. Bonds may be issued for the purpose of refunding (including by purchase) at any time within one year prior to maturity or prior to any sinking fund installment due date, the Bonds maturing on such date (or an amount of such Bonds subject to redemption from such sinking fund installments not in excess of the amount of such Bonds required to be redeemed on such due date) for the payment of which sufficient Net Revenues are not available. Any Bonds issued for such purpose shall mature (or sinking fund installments therefor shall commence) not earlier than the latest stated maturity of the Bonds not then refunded to be Outstanding after such refunding; or

B. Bonds may be issued at any time for the purpose of refunding (including by purchase) other Bonds, including amounts to pay principal, redemption premium and interest to the date of redemption (or purchase) of the refunded Bonds and the Costs of Issuance and the funding of a Debt Service Reserve Fund thereunder; provided that (i) the aggregate Debt Service on all Bonds to be Outstanding after the issuance of the proposed Series of refunding Bonds shall not be greater than would have been the aggregate Debt Service of all Bonds not then refunded and the Bonds to be refunded; or (ii) the requirements of parts (A), (B), (C) and (E) of Section 3.3 hereof are met with respect to the refunding Bonds.

Section 3.5. Junior Bonds. The City may at any time issue Junior Bonds in such amount as it may from time to time determine, payable from Net Revenues, provided that such Junior Bonds are issued to secure funds to defray the costs of improving, extending, enlarging, or repairing the System, some part thereof, including the acquisition of any system which may be combined with or consolidated into the System pursuant to law, or to refund Bonds, Junior Bonds, or any notes, bonds, or other obligations issued to finance or to aid in financing the acquisition, construction, or improvement of the System, and provided further that the pledge of and lien on Net Revenues

securing Junior Bonds shall at all times be subordinate and inferior to the pledges of and lien on Net Revenues securing the Bonds.

Section 3.6. Special Facilities Bonds. The City shall also have the right to issue, from time to time, Special Facilities Bonds to defray the costs of acquiring or constructing Special Facilities subject to the following conditions:

A. The City shall determine that the receipts, income, revenues and other charges to be levied and collected in connection with the Special Facilities shall be at least equal to: (1) the estimated costs of operating and maintaining such Special Facilities; (2) the principal and interest requirements of the Special Facilities Bonds; (3) the amounts to be deposited in any reserve funds with respect thereto; and (4) any other costs and expenses relating to such Special Facilities.

B. The receipts, income, revenues, fees and other charges derived from the operation of the Special Facilities shall be segregated from the Net Revenues of the System.

C. The debt service payments and other costs, expenses and reserves related to such Special Facilities shall not be paid from Net Revenues of the System, except as may be available under Section 6.11 hereof.

[End of Article III]

ARTICLE IV

THE BONDS

Section 4.1. Execution. Unless or except as is otherwise set forth in the Supplemental Ordinance providing for the issuance of a Series of Bonds, the Bonds shall be executed on behalf of the City by the Mayor of the City by his or her manual or facsimile signature and the corporate seal of the City or a facsimile thereof shall be impressed or reproduced thereon and attested by the Municipal Clerk of the City by his or her manual or facsimile signature.

In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, as if he had remained in office until delivery.

Section 4.2. Authentication. Unless or except as is otherwise set forth in the Supplemental Ordinance providing for the issuance of a Series of Bonds, upon compliance with the provisions of Sections 3.2, 3.3, or 3.4 hereof, and upon the order of the City, the Registrar shall authenticate Bonds authorized to be issued hereunder. Only such Bonds as shall have endorsed thereon a certificate of authentication duly executed manually by the Registrar shall be entitled to any right or benefit under this Ordinance. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Registrar, and such executed certificate of the Registrar upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered. The Registrar's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Registrar, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder or on all of the Bonds of a particular Series. The Registrar's certificate of authentication shall be in substantially the following form:

FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance of the City of Columbia, South Carolina.

Dated: _____

Registrar

By: _____
Authorized Officer

Section 4.3. Registration and Transfer of Bonds; Persons Treated as Holders. Unless and except as is otherwise set forth in the Supplemental Ordinance providing for the issuance of a Series of Bonds, each Bond shall be fully registered and transferable only upon the registration books (the "Books of Registry") of the City, which shall be kept for that purpose at the office of the Registrar, by the Holder thereof or by his or her attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder or his or her duly authorized attorney with such signature guaranteed by a participant in the

Securities Transfer Agents in Medallion Program (“STAMP”) or similar program. Upon the transfer of any Bond, the City shall issue, subject to the provisions of Section 4.6 hereof, in the name of the transferee, a new Bond or Bonds of the same series and of the same aggregate principal amount, interest rate and maturity as the unpaid principal amount of the surrendered Bond.

Any Bondholder requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal, redemption premium, if any, and interest on any Bond shall be made only to or upon the order of the Bondholder thereof, or his duly authorized attorney, and neither the City nor the Registrar, shall be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 4.4. Form of Bonds; Denominations; Medium of Payment. Unless or except as is otherwise provided in the Supplemental Ordinance authorizing their issuance, the Bonds of each Series: (a) shall be in fully registered form without coupons, provided, such Bonds may be issued in book-entry form; (b) shall be issued in denominations of \$5,000, or any integral multiple thereof, provided that, upon partial redemption of a Bond requiring surrender thereof and the issuance of a new Bond, such new Bond may be in the denomination of the unredeemed balance; and (c) shall be payable with respect to principal, interest, and premium, if any, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 4.5. Numbers, Date, and Payment Provisions. The Bonds shall be numbered and designated in such manner as the City, with the concurrence of the Registrar, shall determine. Each Bond of a Series shall bear interest from the Interest Payment Date immediately preceding the date of its authentication, unless authentication shall be upon an Interest Payment Date, in which case it shall bear interest from its authentication, or unless authentication shall precede the first Interest Payment Date for such Bond, in which case it shall bear interest as otherwise provided in the Supplemental Ordinance authorizing its issuance, provided, however, that if the date of authentication of any Bond of any Series is after a Record Date and before the corresponding Interest Payment Date therefor, such Bond shall bear interest from such succeeding Interest Payment Date; notwithstanding the foregoing, if at the time of authentication of any Bond any interest on such Bond is in default, such Bond shall bear interest from the date to which interest on such Bond has been paid or if no interest has been paid, such Bond shall bear interest from the date of delivery thereof or from its dated date, or as otherwise provided in the Supplemental Ordinance authorizing the issuance of such Bonds.

Section 4.6. Exchange of Bonds. Unless or except as is otherwise provided in the Supplemental Ordinance authorizing their issuance, Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Bondholder or his duly authorized attorney with such signature guaranteed by a participant in STAMP or similar program, may, at the option of the Bondholder thereof, and upon payment by such Bondholder of any charges which the Registrar may make as provided in Section 4.7, be exchanged for a principal amount of Bonds of the same Series and maturity of any other authorized denomination equal to the unpaid principal amount of surrendered Bonds.

Section 4.7. Regulations with Respect to Exchanges and Transfer. In all cases in which the privilege of exchanging or transferring Bonds is exercised, the City shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance or such Supplemental Ordinance authorizing the issuance thereof. All Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Registrar. There shall be no charge to the Bondholder for such exchange or transfer of Bonds except that the Registrar may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer. Neither the City nor the Registrar shall be required (a) to exchange or transfer Bonds (i) from the Record Date to the succeeding Interest Payment Date or (ii) for a period of fifteen (15) days following any selection of Bonds to be redeemed or thereafter until after the first publication or mailing of any notice of redemption, or (b) to transfer any Bonds called for redemption.

Section 4.8 Temporary Bonds. Any Series of Bonds may be initially issued in temporary form, exchangeable for definitive Bonds to be delivered as soon as practicable and subject to the agreement of the City and the purchaser thereof. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, shall be without coupons, and may contain such reference to any of the provisions of this Ordinance as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues a temporary Bonds, it will execute and furnish definitive Bonds without delay; and thereupon the temporary Bonds shall be surrendered for cancellation at the principal office of the Registrar, and the Registrar shall deliver and exchange for such temporary Bonds an equal, aggregate principal amount of definitive Bonds of like aggregate principal amount and in authorized denominations of the same Series, maturity or maturities and interest rate or rates. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Ordinance as definitive Bonds under this Ordinance.

Section 4.9. Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the Holder, the City shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the Holder thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the City

and the Registrar (a) evidence or proof satisfactory to the City and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and (b) such security and indemnity as may be required by the laws of the State or such greater amount as may be required by the City. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance or any Supplemental Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder. Neither the City nor any Registrar or Paying Agent shall be required to treat both the original Bond and any duplicate Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be issued hereunder or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and duplicate Bond shall be treated as one and the same. The City and any Registrar may charge the Holder of such Bond with their reasonable fees and expenses in this connection. In the event any such mutilated, lost, stolen or destroyed Bond shall have matured, instead of issuing a duplicate Bond the City may pay the same. All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

[End of Article IV]

ARTICLE V

REDEMPTION OF BONDS

Section 5.1. Redemption of Bonds. The Bonds of a Series may be subject to redemption prior to their stated maturities upon such terms and conditions and at such dates and redemption price or prices or premium or premiums as shall be set forth in the Supplemental Ordinance providing for the issuance of such Bonds, and upon the further terms and conditions as are hereinafter set forth.

Section 5.2. Selection of Bonds for Redemption. In the event of the redemption at any time of only part of the Bonds of a Series, the Bonds to be redeemed shall be redeemed in such order as is set forth in the Supplemental Ordinance providing for the issuance of such Bonds. Unless otherwise provided by Supplemental Ordinance, if less than all of the Bonds of like maturity of any Series shall be called for prior redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected at random by the Registrar in such manner as the Registrar in its discretion may deem fair and appropriate; provided, however, that the portion of any Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof, and that, in selecting portions of such Bonds for redemption, the Registrar shall treat each such Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000.

Section 5.3. Notice of Redemption. Unless or except as otherwise provided in the Supplemental Ordinance authorizing their issuance, the provisions of this Section 5.3 apply to each Series of Bonds.

In the event any of the Bonds or portions thereof are called for redemption, the Registrar shall give notice, in the name of the City, of redemption of Bonds by first-class mail, postage prepaid, to the Holder thereof as shown on the Books of Registry of the City not less than 30 days and not more than 60 days prior to the date fixed for the redemption thereof. Such notice of redemption shall state: (a) the title of such Bonds to be redeemed, CUSIP numbers, date of issue, the Series designation (if any) thereof, the redemption date, the place or places of redemption and the redemption price or redemption premium, if any, payable upon such redemption; (b) if less than all such Bonds of a particular Series are to be redeemed, the distinctive number of such Bonds to be redeemed; (c) that the interest on such Bonds designated for redemption in such notice shall cease to accrue from and after such redemption date; and (d) that on such date there will become due and payable on each such Bond the principal amount thereof to be redeemed at the then applicable redemption price or redemption premium, if any, and the interest accrued on such principal amount to the redemption date.

Any notice mailed as provided in this Section 5.3 shall be conclusively presumed to have been duly given, when mailed, whether or not the Holder thereof receives the notice. The notice shall further state that if money for the redemption of all the Bonds being redeemed at that time is held by the City of a trustee on its behalf on the redemption date, interest shall cease to accrue on

such Certificates on and after the redemption date. The notice may further state that the redemption of the Bonds being called for redemption is conditioned upon the Custodian receiving on or before the redemption date of sufficient money for the redemption thereof.

Section 5.4. Partial Redemption of Bond. In the event that only part of a Bond shall be called for redemption or prepaid, payment of the amount to be redeemed or prepaid shall be made only upon surrender of such Bond to the Registrar. Upon surrender of such Bond, the City shall execute and the Registrar shall authenticate and deliver to the Holder thereof, at the principal office of the Registrar, or send to such Holder by registered mail at his request, risk and expense, a new fully executed Bond or Bonds, of authorized principal sums equal in aggregate principal amount to, and of the same Series, maturity and interest rate as, the unredeemed portion of the Bond surrendered.

Section 5.5. Effect of Redemption. If a Bond is subject by its terms to redemption prior to its stated maturity and has been duly called for redemption and notice of the redemption thereof has been duly given as hereinbefore provided and if moneys for the payment of such Bond at the then applicable redemption price or together with the then applicable redemption premium, if any, and the interest to accrue to the redemption date on such Bond are held for the purpose of such payment by the Custodian for the Series of Bonds of which such Bond is one, then such Bond so called for redemption shall, on the redemption date designated in such notice, become due and payable. Interest on the Bond so called for redemption shall cease to accrue.

Section 5.6. Cancellation. All Bonds which have been redeemed shall be canceled and either maintained or destroyed by the Registrar and shall not be reissued. A counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Registrar to the City upon the request of the City.

[End of Article V]

ARTICLE VI
ESTABLISHMENT OF FUNDS;
SECURITY FOR AND PAYMENT OF THE BONDS;
INVESTMENT OF MONEYS

Section 6.1. Listing of Funds and Accounts. The following are the funds created and established by this Ordinance:

- (i) Revenue Fund to be held by the City in accordance with Section 6.4 hereof.
- (ii) Operation and Maintenance Fund to be held by the City in accordance with Section 6.4 hereof.
- (iii) Bond and Interest Redemption Fund for each Series of Bonds to be held by the Custodian, including, except as provided in a Supplemental Ordinance, an Interest Account, a Principal Account and a Bond Redemption Account.
- (iv) Debt Service Reserve Fund for each Series of Bonds, if any, to be held by the Custodian.
- (v) Depreciation Fund to be held by the City in accordance with Section 6.4 hereof.
- (vi) Contingent Fund to be held by the City in accordance with Section 6.4 hereof.
- (vii) Construction Fund, if applicable, for each Series of Bonds to be held by a Bank designated by the City.

One or more accounts may, by direction of the City or by the terms of a Supplemental Ordinance, be established within any of the above funds. It is intended by this Ordinance that the funds and accounts referred to in this Article (other than the Construction Fund) shall remain in existence for so long a time as any sum remains due and payable by way of principal of and interest on the Bonds, and that deposits and withdrawals therefrom be made in the manner herein prescribed and in the order of priority hereinafter set forth in Section 6.2 hereof.

Section 6.2. Disposition of Revenues. So long as any Bonds are Outstanding, the Revenues of the System shall be applied at the times, in the amounts and for the purposes as provided or permitted by this Ordinance, and in the following order of priority.

First, provision shall be made for the payment of Expenses of Operating and Maintaining the System;

Second, there shall be transferred into the respective Bond and Interest Redemption Funds, the amounts required by this Ordinance or any Supplemental Ordinance;

Third, there shall be transferred into the respective Debt Service Reserve Funds, if established, the amounts (including any payments required under the terms of any surety bond, insurance policy or letter of credit applicable thereto) required by this Ordinance or any Supplemental Ordinance for any Bond issued hereunder or thereunder;

Fourth, provisions shall be made for payment of interest on amounts advanced by the provider of any surety bond, line of credit, insurance policy or letter of credit as contemplated in Section 6.8 hereof;

Fifth, provision shall be made for the payment of any Junior Bonds;

Sixth, there shall be transferred into the Depreciation Fund the amounts required by this Ordinance; and

Seventh, there shall be transferred into the Contingent Fund the amounts required by this Ordinance.

Any surplus Revenues thereafter remaining after the foregoing deposits have been made shall be disposed of as the City shall determine from time to time to be for the best interest of the City; provided, a transfer of any surplus Revenues to the City's general fund or similar fund shall only be made at the end of each Fiscal Year and the amount of such transfer shall not cause the Revenues of the System to be less than the respective amounts required to comply with the Rate Covenant.

Section 6.3. Security for and Payment of the Bonds. The Bonds, together with the interest thereon, shall be payable solely from and secured equally and ratably by a pledge of the Net Revenues of the System; provided, however, that all funds held by the Custodian in the respective Bond and Interest Redemption Funds and Debt Service Reserve Funds, if any, established to secure a particular Series of Bonds are hereby pledged for the benefit of the respective Bondholders as security for the Bonds of the Series to which such funds relate. This provision of this Section 6.3 shall not preclude the issuance of Junior Bonds, if such Junior Bonds be issued in conformity with the provisions of Section 3.5 hereof, but the pledge herein made shall preclude the issuance of bonds payable from or secured by a pledge or lien on Net Revenues of the System superior to the

pledge herein made to secure Bonds.

The Bonds do not constitute an indebtedness of the City within any State constitutional provision (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power. The full faith, credit and taxing powers of the City are not pledged to the payment of the principal of and interest on the Bonds.

The covenants and agreements herein set forth to be performed by the City shall be for the equal and proportionate benefit, security and protection of all Holders of the Bonds without preference, priority or distinction as to payment or security or otherwise (except as to maturity) of any of the Bonds for any reason or cause whatsoever, except as expressly provided herein or in the Bonds. Except as aforesaid, all Bonds shall rank pari passu and shall be secured equally and ratably hereunder without discrimination or preference whatsoever.

Section 6.4. Accounting Methods. The designation of the Revenue Fund, the Operation and Maintenance Fund, the Depreciation Fund and the Contingent Fund in and by this Ordinance shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of the Revenues and assets of the System for certain purposes and to establish certain priorities for application of such Revenues and assets as herein provided.

The cash required to be accounted for in each of the foregoing funds established herein may be deposited in a single bank account, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash in and deposited therein for the various purposes of such funds as provided herein.

Section 6.5. Revenue Fund. There is hereby established a Revenue Fund to be maintained by the City in accordance with Section 6.4 hereof and into which shall be deposited all Revenues. Moneys in the Revenue Fund shall be used of only in the manner specified in this Article VI and in the order of priority set forth in Section 6.2 hereof.

Section 6.6. Operation and Maintenance Fund. There is hereby established an Operation and Maintenance Fund to be maintained by the City in accordance with Section 6.4 hereof in order to provide for the payment of all Expenses of Operating and Maintaining the System. So long as any of the Bonds remain Outstanding and unpaid, adequate provision shall be made by the City for the Expenses of Operating and Maintaining the System by depositing on or before the 15th day of the month following the month in which Bonds are delivered to the initial purchasers thereof, and not later than the 15th day of each month thereafter, in the Operation and Maintenance Fund from the Revenues of the System, an amount equal to the estimated Expenses of Operating and Maintaining the System for the next ensuing month in accordance with the Annual Budget.

Section 6.7. Bond and Interest Redemption Funds. There shall be established and maintained special funds of the City to be designated the Bond and Interest Redemption Fund for each Series of Bonds then Outstanding which shall be kept on deposit with the Custodian, and withdrawals therefrom shall be made for the purposes provided in this Ordinance. Each Bond and Interest Redemption Fund shall bear a separate series designation as may be necessary to distinguish such Bond and Interest Redemption Fund.

The respective Bond and Interest Redemption Funds are intended to provide for the payment of the principal of, redemption premium, if any, and interest on each Series of Bonds as the same respectively fall due. Payments into such funds shall be made in the manner prescribed by this Ordinance and all moneys in the respective Bond and Interest Redemption Funds shall be used solely to pay the principal of, redemption premium, if any, and interest on the respective Series of Bonds, and for no other purpose, and withdrawals therefrom shall be made only to effect payment of the principal of, redemption premium, if any, and interest on the respective Series of Bonds. Earnings on investments in the Bond and Interest Redemption Funds, including the accounts therein, shall be added to and become a part of such respective funds and the accounts therein.

There may be established in the respective Bond and Interest Redemption Funds from time to time a capitalized interest account to provide for the payment of interest on the Bonds of a particular Series as may be permitted hereunder. Any such account shall be created by a Supplemental Ordinance relating to the issuance of the Bonds of such Series. Any earnings from the investment of funds in the capitalized interest account not required to pay interest on the Bonds of any Series during the period for which interest on the Bonds of such Series is capitalized may be deposited in the Construction Fund created by the Supplemental Ordinance relating to such Bonds or, if such Construction Fund has been terminated or no such fund was created, such earnings shall be retained in the appropriate Bond and Interest Redemption Fund.

Unless and except as is otherwise set forth in the Supplemental Ordinance not later than the 15th day of the month following the month in which each Series of Bonds are delivered to the initial purchasers thereof, and not later than the 15th day of each month thereafter, the City shall transfer or cause to be transferred to the Custodian for deposit into the respective Bond and Interest Redemption Funds from the moneys in the Revenue Fund, the amounts hereinafter set forth.

(a) There shall be established and maintained, for the purpose of paying the interest on the respective Series of Bonds as the same becomes due and payable, an Interest Account in the respective Bond and Interest Redemption Funds. Unless and except as is otherwise set forth herein or in a Supplemental Ordinance, not later than the 15th day of the month following the month in which Bonds are delivered to the initial purchasers thereof, and not later than the 15th day of each month thereafter, the City shall transfer or cause to be transferred to the Custodian for deposit into the respective Bond and Interest Redemption Funds and ratably with respect to separate Series of Bonds to the credit of the Interest Account an amount (until the moneys on deposit therein shall equal the amount needed) such that, if the same amount is credited to the Interest Account not later than the 15th day of each calendar month preceding the next Interest Payment Date on the respective Series of Bonds, the aggregate of the amounts so paid and credited to the Interest

Account would on such Interest Payment Date be equal to the installment of interest then falling due on the respective Series of Bonds then Outstanding. In making any of the deposits to the Interest Account required by this paragraph (a), consideration shall be given to and allowance made for accrued interest received upon delivery of each Series of Bonds to the initial purchasers and for any other credits (including but not limited to capitalized interest with respect to each Series of Bonds) otherwise made to such Interest Account.

(b) There shall be established and maintained, for the purpose of paying the principal of the respective Series of Bonds as they mature, a Principal Account in the respective Bond and Interest Redemption Funds. Unless and except as is otherwise set forth in the Supplemental Ordinance, not later than the 15th day of the twelfth month prior to any Principal Payment Date on any Bonds, and on or before the 15th day of each calendar month thereafter, the City shall transfer or cause to be transferred to the Custodian for deposit into the respective Bond and Interest Redemption Funds to the credit of the Principal Account an amount (until the moneys on deposit therein shall equal the amount needed) such that, if the same amount were credited to the Principal Account on or before the 15th day of each succeeding month thereafter and prior to the next Principal Payment Date upon which an installment of principal falls due on the respective Series of Bonds, the aggregate of the amounts so paid and credited to the Principal Account would on such Principal Payment Date be equal to the installment of principal then falling due on the respective Series of Bonds then Outstanding. In making any of the deposits to the Principal Account required by this paragraph (b), consideration shall be given to and allowance made for any other credits (including any interest earnings therein) otherwise made to such Principal Account.

(c) There shall be established and maintained, in order to meet the specified sinking fund installment requirements of Term Bonds and to otherwise retire Term Bonds prior to maturity, a Bond Redemption Account in the respective Bond and Interest Redemption Fund. Unless and except as is otherwise set forth herein or in a Supplemental Ordinance, not later than the 15th day of the twelfth month prior to the date a sinking fund installment of Term Bonds of each Series falls due and on or before the 15th day of each calendar month thereafter, the City shall transfer or cause to be transferred to the Custodian for deposit into the respective Bond and Interest Redemption Fund and ratably with respect to separate Series of Bonds to the credit of the Bond Redemption Account an amount (until the moneys on deposit therein shall equal the amount needed) such that, if the same amount were credited to the Bond Redemption Account not later than the 15th day of each succeeding month thereafter preceding the next date upon which a sinking fund installment of principal falls due on the Term Bonds, the aggregate of the amounts so paid and credited to the Bond Redemption Account would on such date be equal to the sinking fund installment of principal then falling due on the respective Series of Term Bonds then Outstanding. The Custodian shall apply the moneys credited to the Bond Redemption Account as sinking fund installments to the retirement of the Term Bonds of each respective Series by redemption in accordance with the Supplemental Ordinance providing for the issuance of such Series of Bonds, without further authorization or direction, on each date upon which a sinking fund installment is due with respect to the Term Bonds of such Series. The Custodian shall keep and retain accurate records of application of each deposit of funds under this paragraph (c). The Custodian shall give notice of all such redemptions in the name and on the behalf of the City in accordance with the provisions of Article

V hereof. In making any of the deposits to the Bond Redemption Account required by this paragraph (c), consideration shall be given to and allowance made for any other credits otherwise made to such Bond Redemption Account.

(d) If, on the dates when the payments required by paragraphs (a), (b) and (c) of this Section are to be made, the aggregate of (i) the payments actually made pursuant to said paragraphs (a), (b) and (c); and (ii) the remaining payments to be made prior to the next succeeding Interest Payment Date and Principal Payment Date, or both, as the case may be, are less than the sum required to be transferred to a Bond and Interest Redemption Fund to effect the payment of the succeeding installment of principal or interest, or both, as the case may be, a sum equal to such deficiency shall be transferred from moneys in the applicable Debt Service Reserve Fund, if any, shall be added to the payment to be made pursuant to paragraphs (a), (b) and (c).

Moneys in the respective Bond and Interest Redemption Funds shall be used and applied solely to the payment of the interest on and the retirement of the principal of and redemption premium, if any, on the respective Series of Bonds and shall be used and applied in accordance with the provisions of this Section 6.7 and this Ordinance. The moneys paid into the respective Bond and Interest Redemption Fund shall be held by the Custodian in trust solely for the purpose of paying the interest on and the retirement of the principal of and redemption premium, if any, on the respective Series of Bonds. Withdrawals from such funds shall be made by the Custodian in order to transfer such moneys to the Paying Agent for the respective Series of Bonds. Such withdrawals shall be made so that the necessary moneys shall be available to the Paying Agent not later than one Business Day prior to the day on which principal or interest or both, and redemption premium, if any, as the case may be, are payable on the Bonds.

Section 6.8. Debt Service Reserve Funds. A Supplemental Ordinance may provide for the establishment of a Debt Service Reserve Fund for any Series of Bonds. Each Debt Service Reserve Fund shall bear a separate Series designation as may be necessary to distinguish such Debt Service Reserve Fund and shall, subject to certain provisions of this Ordinance, be maintained in an amount equal to the applicable Reserve Fund Requirement, as determined pursuant to a Supplemental Ordinance, and in the manner determined pursuant to such Supplemental Ordinance, so long as the applicable Series of Bonds shall be Outstanding. Each such fund is intended to insure the timely payment of the principal of and interest on the applicable Series of Bonds and to provide for the redemption of such Series of Bonds prior to their stated maturities. The respective Debt Service Reserve Funds shall be kept on deposit with the Custodian, and withdrawals therefrom shall be made for the purposes provided in this Ordinance.

Moneys in each Debt Service Reserve Fund shall be used for the following purposes, and for no other:

- (a) To prevent a Default in the payment of the principal of or interest on the applicable Series of Bonds, by reason of the fact that moneys in the applicable Bond and Interest Redemption Fund are insufficient for such purposes;
- (b) To pay the principal of, interest on, and redemption premium, if any, of the applicable Series of Bonds in the event that all Outstanding Bonds of such Series be redeemed as a whole;
- (c) To effect partial redemption of the applicable Series of Bonds, provided that such redemption be undertaken in accordance with the provisions of this Ordinance permitting a partial redemption of the applicable Series of Bonds and the balance remaining in the applicable Debt Service Reserve Fund following such partial redemption shall not be less than the Reserve Fund Requirement; and
- (d) To effect the retirement of a Series of Bonds through purchase under the conditions herein prescribed or upon maturity thereof.

Whenever the value (determined as of the valuation date specified in Section 6.13 hereof) of the cash and securities in the applicable Debt Service Reserve Fund shall exceed the Reserve Fund Requirement, such excess may at the written direction of the City (i) be used to repurchase and retire the applicable Series of Bonds at prices not exceeding the call price first to become available or then prevailing or; (ii) be deposited as the City deems advisable or; (iii) be transferred to the Construction Fund during the period of construction or acquisition of a Project. Purchases of Bonds shall be effected by the City through the Custodian, and whenever Bonds shall have been purchased pursuant to this authorization, it shall be the duty of the Custodian to cancel and destroy such Bonds and to deliver certificates evidencing such act to the City.

Whenever the value (determined as of the valuation dates and in accordance with the method specified in Section 6.13 hereof) of cash and securities in the respective Debt Service Reserve Fund shall be less than the applicable Reserve Fund Requirement there shall be deposited in the applicable Debt Service Reserve Fund over the next succeeding twelve (12) months, successive equal monthly installments of the amount necessary to reestablish in the applicable Debt Service Reserve Fund its respective Reserve Fund Requirement.

In lieu of the deposit of moneys into the Debt Service Reserve Fund established with respect to any Series of Bonds to meet the Reserve Fund Requirement with respect to that Series, the City may cause to be credited a surety bond or an insurance policy payable to, or a letter of credit in favor of, the Custodian for the benefit of the Holders of the Bonds meeting the standard set forth in the Supplemental Ordinance authorizing that Series of Bonds, as the case may be. The amount of moneys required to be deposited to the Debt Service Reserve Fund shall be reduced by the amount of the surety bond, insurance policy, or letter of credit. The surety bond, insurance policy, or letter

of credit shall be payable (upon the giving of notice as required thereunder) on any Interest Payment Date on which moneys will be required to be withdrawn from the Debt Service Reserve Fund and applied to the payment of the principal of or interest on any Bonds of that Series but only to the extent that withdrawals cannot be made by amounts then credited to the Debt Service Reserve Fund.

If the City obtains a surety bond, insurance policy or letter of credit in substitution for moneys deposited to the applicable Debt Service Reserve Fund as may be permitted under the applicable Supplemental Ordinance, excess moneys in the respective Debt Service Reserve Funds shall be transferred to the applicable Construction Fund, or if one does not exist, be deposited as the City deems advisable.

Section 6.9. Depreciation Fund. There is hereby established a Depreciation Fund. On or before the 15th day of the month following the month in which Bonds are delivered to the initial purchasers thereof, and on or before the 15th day of each and every month thereafter, the City shall deposit into the Depreciation Fund 1/12th of the amount determined in the Annual Budget prepared for the System. Moneys in the Depreciation Fund shall be used to build up a reserve for the depreciation of the System and used for the purpose of restoring depreciated or obsolete items of the System. Moneys in these funds shall be used solely for such purposes, but shall be transferred to the applicable Bond and Interest Redemption Fund whenever necessary in order to prevent a default in the payment of principal or interest when due on any Bonds.

Moneys in the Depreciation Fund shall be held by the City in accordance with Section 6.4 hereof, and withdrawals from the Depreciation Fund shall be made by a City Representative.

Section 6.10. Contingent Fund. There is hereby established a Contingent Fund. On or before the 15th day of the month following the month in which Bonds are delivered to the initial purchasers thereof, and on or before the 15th day of each and every month thereafter, the City shall deposit into the Contingent Fund 1/12th of the amount determined in the Annual Budget prepared for the System. Moneys in the Contingent Fund shall be used to build up a reasonable reserve for improvements, betterments, and extensions to the System, other than those necessary to maintain the System in good repair and working order. Moneys in this fund shall be used solely for such purposes, but shall be transferred to the applicable Bond and Interest Redemption Fund whenever necessary in order to prevent a Default in the payment of principal or interest when due on any Bonds.

Moneys in the Contingent Fund shall be held by the City in accordance with Section 6.4 hereof, and withdrawals from the Contingent Fund shall be made by a City Representative.

Section 6.11. Application of Remaining Revenues. After making payment for the Expenses of Operating and Maintaining the System; after making payments on the Bonds; and after making the required deposits and payments, if any, to the applicable Debt Service Reserve Fund, the Revenues of the System shall then be used, first, for payment of interest on amounts advanced by the provider of any surety bond, line of credit, insurance policy or letter of credit as contemplated in Section 6.8 hereof; second, to provide for the payment of Junior Bonds; third, to make deposits to the Depreciation Fund and the Contingent Fund; and fourth, to be disposed of by the City as it may determine from time to time to be for the best interest of the City subject to the limitation set forth in Section 6.2 hereof.

Section 6.12. Establishment of Construction Fund. There shall be established with the Bank a Construction Fund with respect to each Series of Bonds (other than for Bonds issued pursuant to Section 3.4 hereof) in the Supplemental Ordinance providing for their issuance, the moneys in which shall be used to defray the costs of any Project and to pay any Costs of Acquisition and Construction with respect to the facilities so financed. On the occasion of the delivery of any Series of Bonds (other than Bonds issued pursuant to Section 3.4 hereof), the proceeds therefrom shall be paid into the Construction Fund established for such Series as set forth in a Supplemental Ordinance authorizing their issue. Withdrawals from the Construction Fund shall not be made except as provided in the Supplemental Ordinance establishing such Construction Fund.

Section 6.13. Investment of Funds. Moneys held for the credit of the respective Bond and Interest Redemption Funds shall be invested, to the fullest extent practicable and reasonable, in Permitted Investments which shall mature prior to the respective dates when the moneys held for the credit of such fund will be required for the purpose intended. Moneys in the respective Debt Service Reserve Funds established by this Ordinance or a Supplemental Ordinance shall be invested, to the fullest extent practicable, in Permitted Investments. Moneys in any other funds established by this Ordinance shall be invested, to the fullest extent practicable, in Permitted Investments, maturing at such times and in such amounts as shall be required to provide moneys to make the payments required to be made from such funds. Investment instructions shall be given to the Bank or Custodian, as applicable, by a City Representative provided such instructions which are

given orally must be subsequently confirmed in writing.

The Bank, Custodian or other depository shall, not later than June 15 of each year, value as of the preceding June 1 or the succeeding Business Day thereafter, Permitted Investments in the various funds established by this Ordinance and held by the Bank, Custodian or other depository and shall forward such valuation to the City. The value of Permitted Investments (except investment agreements) shall be determined by the Bank, Custodian or other depository at the market value thereof, exclusive of accrued interest, provided, however, Permitted Investments in any Debt Service Reserve Fund shall be valued at cost or original value thereof. The Bank or Custodian shall not be accountable or liable for any depreciation in the value of any investments in any funds or for any losses incurred upon the disposition thereof.

All interest earnings on amounts in the Debt Service Reserve Funds or the Operation and Maintenance Fund when realized shall be considered Revenues. Expenses of purchase, safekeeping, sale and redemption and all other expenses attributable to such investments shall be operating expenses of the System.

[End of Article VI]

ARTICLE VII

COVENANTS

Section 7.1. Rates and Charges. The City covenants and agrees to operate the System in an efficient and economical manner and establish, levy, maintain, revise and collect such fees, rates and other charges for the use of the services and facilities furnished by the System as may be necessary or proper, which fees, rates, and other charges, together with other available moneys, shall at all times be at least sufficient after making due and reasonable allowances for contingencies and for a margin of error in estimates to provide an amount equal to (a) one hundred percent (100%) of the amounts required to be deposited into the Operation and Maintenance Fund for the then current Fiscal Year; (b) one hundred twenty percent (120%) of the amounts required to be deposited into each Bond and Interest Redemption Fund for the then current Fiscal Year; (c) one hundred percent (100%) of the amounts required to be deposited into each Debt Service Reserve Fund for the then current Fiscal Year; (d) one hundred percent (100%) of the amounts required to be deposited into the Depreciation Fund for the then current Fiscal Year; (e) one hundred percent (100%) of the amounts required to be deposited into the Contingent Fund for the then current Fiscal Year; (f) one hundred percent (100%) of the amounts required to provide for payment of any Junior Bonds for the then current Fiscal Year; and (g) the amounts necessary to comply in all respects with the terms of this Ordinance or any other contract or agreement with the Holder of a Bond (such obligation hereafter referred to as the "Rate Covenant").

Section 7.2. Statutory Lien. For the equal and ratable protection of the Holders of the Bonds, a statutory lien upon the System is hereby created and granted as provided in the Bond Act, which statutory lien is hereby recognized as valid and binding upon the City and the System, which shall take effect immediately upon delivery of any Bonds, and any Holder of any Bond may, subject to Section 11.1 hereof, either in law or in equity, by suit, action, mandamus, or other proceedings, protect the statutory lien hereby conferred, and may by suit, action, mandamus, or other proceedings enforce and compel the performance of all duties required by the Ordinance and the Bond Act, including the making and collection of sufficient rates and charges for the services and facilities of the System from all users, segregating of the income and Revenues and the proper application thereof, but such statutory lien shall not give any such Holder authority to compel the sale of the System or any part thereof.

Section 7.3. To Pay Principal, Premium, and Interest on the Bonds. The City covenants and agrees to punctually pay, or cause to be paid, out of the Revenues pledged to such payment in Article VI hereof, the principal of, redemption premium, if any, and the interest on each and every Bond issued under the provisions of this Ordinance, at the place, on the dates and in the manner provided herein.

Section 7.4. Operation of System. The City covenants and agrees it shall at all times operate the System properly and in an efficient and economical manner and will maintain, preserve and keep the same with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make all necessary and proper repairs and replacements so that at all times the operation of the System may be properly and advantageously conducted.

Section 7.5. Records, Accounts and Audits. The City covenants and agrees to keep proper books of records and accounts (separate from all other records and accounts), in which complete and correct entries shall be made of all transactions relating to the System. The City further covenants and agrees to make available to the Custodian, if any, or any Bondholder upon request, but not sooner than February 1 after the close of each Fiscal Year, audited financial statements of the City, made in accordance with recognized accounting practices, which shall include information pertaining to the System; provided, however, that the City shall be deemed to be in compliance with the requirements hereof to the extent that its audited financial statements are available on the Municipal Securities Rulemaking Board's EMMA system or similar publically available information repository. Such records shall be kept in accordance with the standards from time to time prescribed by the Governmental Accounting Standards Board or its successor.

Section 7.6. Sale, Lease or Other Encumbrances. Except as otherwise provided in this Ordinance, the City covenants and agrees not to issue any bonds, notes, certificates or other obligations or evidences of indebtedness other than the Bonds, Junior Bonds, or obligations authorized or permitted hereby secured by a pledge of the Net Revenues. The City further covenants and agrees that it will not create or cause to be created any lien or charge on the Net Revenues other than the liens and charges created or permitted to be created hereby, and no part of the System will be sold, mortgaged, leased or otherwise disposed of or encumbered, except as permitted hereby. The City may from time to time permanently abandon the use of, sell, trade or lease any property forming a part of the System which the City determines is no longer necessary or useful or profitable in the operation of the System, or necessary to produce or maintain the Net Revenues thereof, or which is to be or has been replaced by other property so as not to impair the operation of the System. Any moneys received upon a sale hereunder shall be considered Revenues.

Section 7.7. Insurance. The City covenants and agrees to make provision to maintain adequate insurance on the works, plants, facilities and properties comprising the System against the risks, accidents or casualties, of the kinds and in at least the amounts which are usually and customarily carried on similar plants, properties and systems which are owned and operated by a public or municipal corporation, including without limiting the generality of the foregoing, fire, extended coverage, general liability and workmen's compensation, and also all additional insurance covering such risks as may be deemed necessary or desirable by the City or recommended by a competent independent engineer or other advisor employed for the purpose of making such recommendations. The Custodian shall not be responsible for maintaining such insurance policies or copies thereof.

Section 7.8. No Free Service. The City covenants and agrees that no free service will be furnished by the System to the City or to any agency, instrumentality or person. The reasonable costs and value of any services of the System rendered to the City through the operation of the System shall be charged against the City and shall be paid as the service accrues from the current funds and such funds, when so paid, shall be accounted for in the same manner as other Revenues of the System.

Section 7.9. Annual Budget. Prior to the beginning of each Fiscal Year, the City covenants and agrees to prepare an Annual Budget for the System for the ensuing Fiscal Year which shall set forth in reasonable detail the estimated Revenues, Expenses of Operating and Maintaining the System, Debt Service on Bonds, any required debt service payments on Junior Bonds and Special Facilities Bonds, deposits to the Depreciation Fund and Contingent Fund (if any) and other expenditures of the System for such Fiscal Year.

[End of Article VII]

ARTICLE VIII

CUSTODIAN

Section 8.1. Custodian. The Council hereby designates Regions Bank, as Custodian under this Ordinance.

On or prior to the delivery of the initial Series of Bonds, the Custodian shall signify its acceptance of the powers, duties and obligations conferred and imposed upon it by this Ordinance by executing and delivering to the City a written instrument of acceptance.

The Custodian shall (a) prior to the occurrence of an Event of Default as set forth in Article X hereof which the Custodian has or is deemed to have notice hereunder and after the curing of all Events of Default which may have occurred, perform such duties and obligations, and only such duties and obligations, as are specifically set forth in this Ordinance, and no implied covenants or obligations shall be read into this Ordinance against the Custodian, and (b) during the existence of any Event of Default which the Custodian has or is deemed to have actual notice (which has not been cured or waived) exercise the rights and powers vested in it by this Ordinance and use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

No provisions of this Ordinance shall be construed to relieve the Custodian from liability for its own negligence or intentionally wrongful action or failure to act.

At all times, (1) the Custodian shall not be liable for any error of judgment made in good faith by an officer or employee of the Custodian unless it shall be proved that the Custodian was negligent in ascertaining the pertinent facts; (2) the Custodian shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority (or such lesser percentage as is specifically required or permitted by this Ordinance) in the aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting a proceeding for any remedy available to the Custodian, or exercising any trust or power conferred upon the Custodian under this Ordinance; (3) in the administration of the trusts of this Ordinance, the Custodian may execute any of the trusts or powers hereof directly or through its agents or attorneys. The Custodian may consult with counsel and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

The Custodian may conclusively rely upon the authenticity of, and the truth of the statements and the correctness of the opinions expressed in, and shall be protected in acting upon any note, resolution, request, consent order, certificate, report, opinion, direction, notice, or other paper or document furnished to it pursuant to any provision of this Ordinance, believed by it to be genuine and to have been signed and presented by the proper party. The Custodian is not required to make any inquiry or investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, approval, bond, debenture or other paper or document but the Custodian, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit and, if the Custodian determines to make such further inquiry or investigation, it is entitled to examine the books, records and premises of the City, in person or by agent or attorney.

The Custodian shall not be required to take notice or be deemed to have notice or actual knowledge of any event of default specified in Article X hereof other than a payment default described in subparagraphs A or B of Section 10.1 unless the Custodian shall receive from the City or the Holder of any Bond written notice stating that an Event of Default hereunder has occurred and specifying the same, and, in the absence of such direction, notice, the Custodian may conclusively assume that there is no such Event of Default.

The Custodian shall be entitled to payment of and reimbursement by the City for reasonable fees for its services rendered hereunder and all advances, and counsel fees reasonably and necessarily made or incurred by the Custodian in connection with such services.

The Custodian shall not, in any event, be required to take, defend, or appear in any legal action or proceeding hereunder or to exercise any of the trusts or powers hereof unless it shall first be adequately indemnified to its satisfaction as to terms, coverage, duration, amount and otherwise against the costs, expenses, and liabilities which may be incurred thereby. Every provision of this Ordinance relating to the conduct or affecting the liability of or affording protection to the Custodian shall be subject to the provisions hereof.

The Custodian may execute any of its trusts or powers or perform any duties under this Ordinance either directly or by or through agents or attorneys, and may in all cases pay, subject to reimbursement from the City, such reasonable compensation as it deems proper to all such agents and attorneys reasonably employed or retained by it, and the Custodian shall not be responsible for any misconduct or negligence of any agent or attorney appointed with due care by it.

No provision of this Ordinance shall require the Custodian to expend or risk its own funds or otherwise incur any liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Custodian is not required to give any bond or surety with respect to the performance of its duties or the exercise of its powers under this Ordinance.

The Custodian's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Ordinance shall extend to the Custodian's officers, directors, agents, attorneys, and employees. Such immunities and protections and right to indemnification, together with the Custodian's right to compensation, shall survive the Custodian's resignation or removal, the discharge of this Ordinance, and the final payment of all Bonds issued hereunder.

The permissive right of the Custodian to take the actions permitted by this Ordinance shall not be construed as an obligation or duty to do so.

Whether or not expressly so provided, every provision of this Ordinance relating to the conduct or affecting the liability of or affording protection to the Custodian is subject to the provisions of this Section.

Section 8.2. Resignation of Custodian . The Custodian may resign at any time and be discharged of its duties and obligations hereunder by giving 30 days' written notice to the City and by giving notice to the Holders of the Bonds. No resignation will become effective until a successor Custodian has been appointed and accepts such appointment as provided below. Upon receiving notice of resignation, the City shall promptly appoint such successor Custodian by an instrument in writing executed by order of its Council. In the event a successor Custodian has not been appointed within 60 days of the date notice of resignation is given, the Custodian at the City's expense, may apply to any court of competent jurisdiction for the appointment of a successor Custodian to act until such time as a successor is appointed as provided in this Section.

Unless otherwise ordered by a court or regulatory body having competent jurisdiction, or unless required by law, any successor Custodian shall, if there is such an institution willing, qualified and able to accept the trust upon reasonable or customary terms, be a bank, bank holding company or trust company or wholly-owned subsidiary of a bank holding company or trust company in good standing, qualified to act hereunder, and having a capital and earned surplus of not less than \$25,000,000.

Any successor Custodian appointed as provided in this section, shall execute, acknowledge and deliver to the City and its predecessor Custodian an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor Custodian shall become effective the predecessor Custodian shall immediately be discharged and released from all duties and obligations hereunder and such successor Custodian, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor of the trust hereunder. Upon the request of any such successor Custodian, the City shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Custodian all such rights, powers and duties. Upon acceptance of appointment by a successor Custodian, the City shall notify the registered owner of each Bond then Outstanding by

first-class mail, postage prepaid.

The predecessor Custodian shall execute any and all documents necessary or appropriate to convey all interest it may have to the successor Custodian. The predecessor Custodian shall promptly transfer all funds to the successor Custodian and deliver all records relating to the trust or copies thereof and communicate all material information it may have obtained concerning the trust to the successor Custodian.

Any corporation or association into which the Custodian may be merged or with which it may be consolidated, or any corporation or association resulting from any merger, or any corporation or association succeeding to the business of the Custodian, shall be the successor of the Custodian hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto.

Each, every and all funds and accounts held by the Custodian shall be impressed with a trust for the benefit of the Holders of the Bonds, under the provisions of this Ordinance and of the Bond Act.

Section 8.3. Removal of Custodian. Upon 30 days' written notice, the City may remove the Custodian, provided that an Event of Default shall not have occurred and be continuing. The removal of the Custodian under this Section 8.3 shall not be effective until a successor Custodian has been appointed and has accepted the duties of Custodian.

The Holders of a majority in aggregate principal amount of the Bonds at the time outstanding may, upon 30 days' written notice to the Custodian and the City, remove the Custodian and appoint a successor Custodian by instrument or instruments in writing signed by such Holders of the Bonds.

Section 8.4. Custodian. The Construction Funds shall each be held by the Bank, which shall be a bank, a trust company, a national banking association or a national association as custodian under this Ordinance or a Supplemental Ordinance.

Section 8.5. Duties and Obligations of Bank and Custodian. The recitals of fact made in this Ordinance and in the Bonds shall be taken as statements of the City, and the Custodian shall not be deemed to have made any representations whatsoever as to the correctness of the same or as to the validity or sufficiency of this Ordinance or of the Bonds issued hereunder. Nor shall the Bank or any Custodian be under any responsibility or duty with respect to the issuance of the Bonds or the application of the proceeds thereof, except to the extent provided for herein, or in a Supplemental Ordinance. The Custodian shall not be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in response to this Ordinance, or to the Bonds issued hereunder, or to advance any of its own moneys, unless properly indemnified to its satisfaction. Nor shall the Bank or any Custodian be liable in connection with the performance of its duties hereunder, except for its own negligence or default.

Section 8.6. Custodian Protected in Relying upon Resolutions. The Bank and Custodian shall at all times be protected in acting upon any notice, resolution, request, consent, order, certificate, statement, opinion, bond, or other paper or document believed to be genuine and to have been signed by the proper party or parties.

Section 8.7. Custodian Not Responsible for Recitals. The recitals contained in this Ordinance and in the Bonds (other than the certificate of authentication on the Bonds) are statements of the City, and the Custodian assumes no responsibility for their correctness. The Custodian makes no representations as to the value, condition or sufficiency of any assets pledged or assigned as security for the Bonds, the right, title or interest of the City therein, the security provided thereby or by this Ordinance, the technical or financial feasibility of any Project, the compliance of the Project with the Bond Act, or the tax-exempt status of the Bonds. The Custodian is not accountable for the use or application by the City of any of the Bonds or the proceeds of the Bonds, or for the use or application of any moneys paid over by the Custodian in accordance with any provision of this Ordinance.

Section 8.8. Custodian May Own Bonds. The Custodian, in its commercial banking or in any other capacity, may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Bondholder may be entitled to take with like effect as if it were not Custodian. The Custodian, in its commercial banking or in any other capacity, may also engage in or be interested in any financial or other transaction with the City and may act as depository, trustee or agent for any committee of Bondholders secured hereby or other obligations of the City as freely as if it were not Custodian. The provisions of this Section 8.8 shall extend to affiliates of the Custodian.

[End of Article VIII]

ARTICLE IX

AMENDMENTS OR SUPPLEMENTS TO ORDINANCE

Section 9.1. Amendments or Supplements to Ordinance. The City shall not amend this Ordinance except in accordance with the provisions of this Article.

A. The City may, from time to time and without the consent of any Holder of the Bonds enact an ordinance amendatory hereof or supplemental thereto (a) for the purpose of providing for the issuance of Bonds pursuant to the provisions of Article III hereof, or (b)(i) making any amendments or modifications hereto which may be required to permit this Ordinance to be qualified under the Trust Indenture Act of 1939, as amended; (ii) making any modification or amendment to this Ordinance not inconsistent herewith required for the correction of language or to cure any ambiguity or defective provisions, omission, mistake or manifest error herein contained; (iii) making any amendments or supplements hereto to grant to or confer upon the Holders additional rights, remedies, power and authority, or to grant to or confer upon any Holders, committee or trustee for the Holders any additional rights, power or authority; or (iv) adding to the security of the Holders of the Bonds.

B. From time to time the Holders of 66-2/3% in principal amount of the Bonds then Outstanding, by an instrument or instruments in writing signed by such Holders and filed with the City and the Custodian, shall have power to assent to and authorize any modification or amendment to the provisions of this Ordinance that may be proposed by the City or of the rights and obligations of the City and of the Holders of Bonds issued hereunder. Any action herein authorized to be taken with the assent and authority given as aforesaid of the Holders of 66-2/3% in principal amount of the Bonds at the time Outstanding shall be effective and binding upon all of the Holders of Bonds issued hereunder; and any action herein authorized to be taken with the assent and authority given as aforesaid of the Holders of 66-2/3% in principal amount of the Bonds at the time Outstanding shall be effective and binding upon all of the Holders of Bonds Outstanding and upon the City as fully as though such action were specifically and expressly authorized by the terms of this Ordinance; provided always, that without the consent of the Holder of each Bond affected thereby, no such modification shall be made which will (a) extend the time of payment of principal of or the interest on any Bond, or reduce the principal amount thereof or the rate of interest thereon or the premium payable upon the redemption thereof, or (b) give to any Bond or Bonds any preference over any other Bond or Bonds, or (c) authorize the creation of any pledge prior to or, except as provided herein for the issuance of Series of Bonds, on a parity with the pledge afforded by this Ordinance, or (d) reduce the percentage in principal amount of the Bonds required to assent to or authorize any such modification to this Ordinance. For the purpose of computations required by this paragraph, Bonds directly or indirectly owned or controlled by the City shall be disregarded.

Any modification or amendment or supplement to the provisions of this Ordinance or of any Supplemental Ordinance supplemental hereto shall be set forth in an ordinance to be enacted by the City.

The City expressly authorizes the underwriter or purchaser of any Series of Bonds, or provider of bond insurance for any Series of Bonds, to assent to and consent to such amendments to this Ordinance as contemplated by this Article in the same manner as the Holders of the Bonds.

No modification of rights and obligations of the Custodian under this Ordinance shall be made without prior written consent of the Custodian.

[End of Article IX]

ARTICLE X

EVENTS OF DEFAULT

Section 10.1. Events of Default. With respect to the Bonds, the following shall constitute "Events of Default":

A. If payment of the principal of any Bond, whether at maturity or by proceedings for redemption, or upon mandatory sinking fund redemption, or by declaration as provided in Section 11.1 hereof, or otherwise, is not made by the City after the same becomes due and payable; or

B. If payment of any installment of interest on any Bond is not made by the City as the same becomes due and payable; or

C. If the City shall fail or refuse to comply with the essential provisions of the Bond Act, or shall fail in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in the Bonds or in this Ordinance or in any Supplemental Ordinance on the part of the City to be performed, and such failure continues for 60 days after written notice specifying such failure and requiring the same to be remedied has been given to the City by the Custodian or the Holders of not less than 20% in principal amount of the Bonds then Outstanding or any trustee or committee therefor; provided, however, that if the City fails to maintain sufficient fees, rates and other charges to satisfy the Rate Covenant, such failure shall not constitute an Event of Default provided that within 30 days from the City's receipt of such written notice the City has taken active steps to remedy the failure and thereafter diligently pursues such remedy; or

D. If any proceedings are instituted, with the consent or acquiescence of the City, for the purpose of effecting a composition between the City and its creditors and if the claim of such creditors is in any circumstance payable from any of the Net Revenues or any other moneys pledged and charged in this Ordinance or any Supplemental Ordinance for the payment of the Bonds, or any such proceedings are instituted for the purpose of adjusting the claims of such creditors, pursuant to any federal or State statute now or hereafter enacted; or

E. If an order or decree is entered (a) with the consent or acquiescence of the City, appointing a receiver or receivers of the System or any of the facilities thereof; or (b) without the consent or acquiescence of the City, appointing a receiver or receivers of the System or any of the facilities thereof and if, in either case, such order or decree having been entered is not vacated or discharged or stayed on appeal within 60 days after the entry thereof; or

F. If, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the System or any of the facilities thereof, and such custody or control is not terminated within 90 days from the date of assumption of such custody or control; or

G. If the City is for any reason rendered incapable of fulfilling its obligations hereunder in any material respect.

Subject to the provisions, limitations and conditions of Sections 11.1 and 11.2 hereof, insofar as the remedies provided in said provisions are concerned, nothing in Section 11.3 hereof or in this Article, and particularly nothing in subparagraph C of this Section 10.1, shall prohibit or limit, or be construed as prohibiting or limiting any Holder of a Bond from enforcing the duties of the City, or any of the officers thereof, under any provisions of this Ordinance (including, without limiting the generality of the foregoing, the duties imposed by or referred to in Section 11.3 hereof) by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction, even though the failure of the City or any of the officers thereof to perform any such duty may not then constitute an "Event of Default" as defined in this Article X.

[End of Article X]

ARTICLE XI

REMEDIES UPON EVENT OF DEFAULT

Section 11.1. Declaration of Principal and Interest as Due. Upon the occurrence of an Event of Default, and at any time thereafter while such Event of Default continues, then and in each and every case the Custodian in its own name and as trustee of an express trust, on behalf and for the benefit and protection of the Holders of all Outstanding Bonds, may proceed, and upon the written request of the Holders of not less than 25% in principal amount of the Bonds then Outstanding, shall proceed to declare the principal of all Bonds then Outstanding, together with all accrued and unpaid interest thereon, if not already due, to be due and payable immediately, and upon any such declaration the same shall become and be due and payable immediately. This provision is also subject, however, to the condition that, if at any time after the principal of the Bonds, together with the accrued and unpaid interest thereon and other moneys secured hereby, have been so declared due and payable and before any further action has been taken (other than the making of the above declaration), the principal amount of all Bonds which have matured either according to the maturity date or dates otherwise specified therein (except as a result of such declaration) and all arrears of interest upon all Bonds, except interest accrued but not yet due on said Bonds, have been paid or caused to be paid, and all other Events of Default, if any, which have occurred have been remedied, cured or secured, then and in each and every such case the Holders of 25% in principal amount of the Bonds then Outstanding, by notice in writing delivered to the Custodian and the City, may waive such Default and its consequences and rescind and annul such declaration. No such waiver or rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power related to such subsequent Default.

Section 11.2. Appointment of a Receiver. Upon the occurrence of an Event of Default described in subparagraphs A and B of Section 10.1 hereof, and at any time thereafter while such default continues, any court of competent jurisdiction may appoint a receiver; provided, however, if application is made by the Custodian or the Holders of not less than 25% in principal amount of the Bonds then Outstanding or any trustee therefor, such court may appoint a receiver. Any receiver so appointed shall (a) enter into and upon and take possession of the System, to the exclusion of the City if such court so directs; (b) have, hold, use, operate, manage and control the System as such receiver may deem best; and (c) exercise all rights and powers of the City with respect to the System as the City itself may do. In addition, the receiver shall (a) maintain, restore and insure the System and from time to time make all necessary and proper repairs to the System as such receiver may deem expedient; (b) establish, levy, maintain and collect such fees, rentals and other charges in connection with the System as such receiver may deem necessary or proper and reasonable; and (c) collect and receive all revenues, deposit such revenues in a separate account and apply such revenues so collected and received in such manner as the court shall direct.

Notwithstanding anything contained in this Ordinance or the Bond Act, such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of whatever kind or character of the City and useful to the System.

Section 11.3. Suits at Law or in Equity and Mandamus. In case any one or more of the Events of Default shall happen and be continuing, then and in every such case, but subject to the provisions, limitations and conditions of Sections 11.1 and 11.2 of this Article so far as the remedies provided in said provisions are concerned, the Holder of any Bond at the time Outstanding, or Custodian therefor, may, for the equal benefit and protection of all Holders of the Bonds similarly situated,

- (a) by mandamus or other suit, action or proceedings at law or in the equity, enforce such Bondholder's right against the City and require and compel the City to perform and carry out its duties and obligations under the Bond Act and this Ordinance, and to perform and carry out its covenants and agreements with the Bondholders;
- (b) by action or suit in equity require the City to account as if such City were the trustee of an express trust;
- (c) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders; or
- (d) bring suit upon the Bonds.

Section 11.4. Remedies Not Exclusive; Effect of Waiver of Default; Effect of Abandonment of Proceedings or Adverse Determination. The Holders from time to time of the Bonds shall be entitled to all the remedies and benefits of this Ordinance as are and as shall be provided by law, and, subject to the provisions of Sections 11.1 and 11.2 hereof, nothing herein shall be construed to limit the rights or remedies of any such Holders under any applicable statute that may now exist or be enacted thereafter. No remedy conferred by the Bond Act and this Article upon any Holder of any Bond is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred by the Bond Act and this Article or by any other law now or hereafter existing. Every substantive right and remedy conferred upon the Holders of the Bonds may be enforced and exercised from time to time and as often as may be deemed expedient.

No waiver of any default or breach of duty or contract by any Holder of any Bond shall extend to or affect any subsequent default or breach of duty or contract, or shall impair any rights or remedies thereon. No delay or omission of any Holder of a Bond to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein.

In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and then discontinued or abandoned, or shall be determined adversely to Holders of the Bonds then and in every such case, the City and such Holders shall be restored to their former positions and rights and remedies as if no suit, action or proceeding had been brought or taken.

Section 11.5. Restrictions on Bondholder's Action.

A. No Holder of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of this Ordinance or the execution of any trust under this Ordinance or for any remedy under this Ordinance unless such Holder shall have previously given to the Custodian written notice of the happening of an Event of Default and the Holders of at least twenty-five percent (25%) in principal amount of the Bonds then Outstanding shall have filed a written request with the Custodian and shall have offered the Custodian reasonable opportunity, either to exercise the powers granted in this Ordinance or by the laws of the State or to institute such action, suit or proceeding in its own name, and unless such Holders shall have offered to the Custodian adequate security and indemnity against the costs, fees (including reasonable attorneys' fees), expenses and liabilities to be incurred therein or thereby, and the Custodian shall have refused to comply with such request for a period of 60 days after receipt by it of such notice, request an offer of indemnity. No one or more Holders of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the pledge created by this Ordinance, or to enforce any right under this Ordinance, except in the manner therein provided. All proceedings at law or in equity to enforce any provision of this Ordinance shall be instituted, had and maintained in the manner provided in this Ordinance and for the equal benefit of all Holders of the Outstanding Bonds.

B. Nothing in this Ordinance or in the Bonds contained shall affect or impair the obligation of the City, which is absolute and unconditional, to pay at the respective dates of maturity and places therein expressed the principal of (and redemption premium, if any) and interest on the Bonds to the respective Holders thereof, or affect or impair the right of action, which is also absolute and unconditional, of any Holder to enforce such payment of his Bond.

Section 11.6. Application of Net Revenues and Other Moneys After Default. During the continuance of an Event of Default, all moneys received by the Custodian pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses and advances incurred or made by the Custodian with respect thereto, including reasonable attorneys' fees, be deposited in the respective Bond and Interest Redemption Funds, and all amounts held by the Custodian hereunder shall be applied as follows (provided if more than one Bond and Interest Redemption Fund has been established, such amounts shall be paid ratably):

A. Unless the principal of all Outstanding Bonds shall have become or have been declared due and payable:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds in the order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the person entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal amounts or redemption premium, if any, of any Bonds which shall have become due (other than Bonds previously called for redemption in accordance with the provisions hereof), whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the principal amounts or redemption premium, if any, due on such date, to the persons entitled thereto, without any discrimination or preference.

B. If the principal amounts of all Outstanding Bonds shall have become or have been declared due and payable, to the payment of the principal amounts and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal amounts and interest, to the persons entitled thereto without any discrimination or preference.

C. If the principal amounts of all Outstanding Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article XI, then, subject to the provisions of this Section 11.6 in the event that the principal amounts of all Outstanding Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (A) of this Section 11.6.

Whenever moneys are to be applied by the Custodian pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Custodian shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Custodian shall apply such moneys, it shall fix the date (which shall be a Bond payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the principal amounts to be paid on such dates shall cease to accrue. The Custodian shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Holder of any Bond until such Bond shall be presented to the Custodian for appropriate endorsement of any partial payment or for cancellation if fully paid.

Whenever all Bonds and interest thereon have been paid under the provisions of this Section and all expenses and charges of the Custodian have been paid, any balance remaining shall be paid to the person entitled to receive the same; if no other person shall be entitled thereto, then the balance shall be paid to the City or as a court of competent jurisdiction may direct.

[End of Article XI]

ARTICLE XII

DEFEASANCE

Section 12.1. Defeasance. The obligations of the City under this Ordinance and the liens, pledges, charges, trusts and the covenants and agreements of the City herein made or provided for, shall be fully discharged and satisfied as to any Bond; and, unless or except as otherwise provided in the Supplemental Ordinance providing for the issuance of any Series of Bonds, such Bond or Series of Bonds shall no longer be deemed to be Outstanding hereunder when:

(a) Such Bond or Series of Bonds shall have been purchased by the City and surrendered to the City for cancellation or otherwise surrendered to the City or the Registrar, and is canceled or subject to cancellation by the City or Registrar, or

(b) Payment of the principal of, redemption premium, if any, and interest on such Bond or Series of Bonds, either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent or such other depository as the City may designate in trust and irrevocably setting aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Custodian, Paying Agent and the Registrar, or a combination thereof. At such time as a Bond or Series of Bonds shall no longer be deemed to be Outstanding hereunder, as aforesaid, such Bond or Series of Bonds shall cease to draw interest from the maturity date or redemption date thereof, and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

If moneys or Government Obligations have been deposited with the Custodian pursuant to this Section 12.1 for payment of less than all Bonds of a Series and maturity, the Bonds of such Series and maturity to be so paid from such deposit shall be selected by the Custodian by lot by such method as shall provide for the selection of portions (in authorized denominations) of the principal of Bonds of such Series and maturity of a denomination larger than the smallest authorized denomination. Such selection shall be made within seven days after the moneys or Government Obligations have been deposited with the Custodian. This selection process shall be in lieu of the selection process otherwise provided with respect to redemption of Bonds in Article V. After such selection is made, Bonds that are to be paid from such deposit (including Bonds issued in exchange for such Bonds pursuant to the transfer or exchange provisions of this Ordinance) shall be identified by a separate CUSIP number or other designation satisfactory to the Custodian. The Custodian shall notify Bondholders whose Bonds (or portions thereof) have been selected for payment from the moneys or Government Obligations on deposit and shall direct such Bondholders to surrender their Bonds to the Custodian in exchange for Bonds with the appropriate designation. The selection of Bonds for payment from such deposit pursuant to this paragraph shall be conclusive and binding on the City and the Bondholder.

The City shall give to the Custodian in form satisfactory to it irrevocable instructions to give notice of the deposit of moneys or Government Obligations, the selection of Bonds to be redeemed including CUSIP numbers and the anticipated date of redemption. The Custodian shall promptly give such notice to the Bondholders including the information required under Section 5.3 hereof.

Any moneys so deposited with the Paying Agent or such other depository as the City may designate as provided in this Article XII may at the direction of the City also be invested and reinvested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Government Obligations in the hands of such Paying Agent which is not required for the payment of the Bonds or Series of Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be treated as Revenues of the System.

Notwithstanding any provision hereof which may be contrary to the provisions of this Article XII, all moneys or Government Obligations set aside and held in trust pursuant to the provisions of this Article XII for the payment of Bonds or Series of Bonds shall be applied to and used solely for the payment of the particular Bonds or Series of Bonds with respect to which such moneys and Government Obligations have been so set aside in trust.

Any provision hereof to the contrary notwithstanding, if moneys or Government Obligations have been deposited or set aside with the Paying Agent pursuant to this Article XII for the payment of the Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article XII shall be made without the consent of the Bondholder of each Bond or Series of Bonds affected thereby.

[End of Article XII]

ARTICLE XIII

MISCELLANEOUS

Section 13.1. Benefits of Ordinance Limited to the City, the Custodian and the Holders of the Bonds. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Bonds is intended or should be construed to confer upon or give to any person other than the City, the Custodian and the Holders of the Bonds, any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City, the Custodian and the Holders from time to time of the Bonds as herein and therein provided.

Section 13.2. Ordinance Binding Upon Successors or Assigns of the City. All the terms, provisions, conditions, covenants, warranties and agreements contained in this Ordinance shall be binding upon the successors and assigns of the City and shall inure to the benefit of the Custodian, its successors or substitutes in trust and assigns, and the Holders of the Bonds.

Section 13.3. No Personal Liability. No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the City contained in this Ordinance or the Bonds, against any member of the City, any officer or employee, as such, in his or her individual capacity, past, present or future, of the City, either directly or through the City, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise. It is expressly agreed and understood that this Ordinance and the Bonds are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer or employee as such past, present or future, of the City, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the City and the Custodian or the Bondholder or to be implied therefrom as being supplemental hereto or thereto. All personal liability of that character against every such member, officer and employee is, by the adoption of this Ordinance and the execution of the Bonds, and as a condition of, and as a part of the consideration for, the adoption of this Ordinance and the execution of the Bonds, expressly waived and released. The immunity of members, officers and employees of the City under the provisions contained in this Section 13.3 shall survive the termination of this Ordinance.

Section 13.4. Effect of Saturdays, Sundays and Legal Holidays. Whenever this Ordinance requires any action to be taken on a Saturday, Sunday, legal holiday or bank holiday in the State, such action shall be taken on the first Business Day occurring thereafter. Whenever in this Ordinance the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, legal holiday or bank holiday, in the State, such time shall continue to run until midnight on the succeeding Business Day.

Section 13.5. Partial Invalidity. If any one or more of the covenants or agreements or portions thereof provided in this Ordinance on the part of the City or the Custodian or any Paying Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements and portions thereof provided in this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds, but the Holders of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because of conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 13.6. Law and Place of Enforcement of Ordinance. This Ordinance shall be construed and interpreted in accordance with the laws of the State and all suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in the State.

Section 13.7. Headings. The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Ordinance.

Section 13.8. Notices. All notices, certificates or other communications hereunder or under this Ordinance shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, or given when dispatched by telegram addressed as follows:

If to the City:

City of Columbia
1737 Main Street
Columbia, South Carolina 29217-0147
Attention: City Manager

The City may, by notice given to the other parties, designate any further or different

addresses to which subsequent notices, certificates or other communications shall be sent.

Section 13.9. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 13.10. Effective Date. This Ordinance shall become effective upon its enactment; provided, however, that it shall not be necessary for the City to establish the funds and accounts created in Article VI hereof prior to the issuance of any Bonds.

Section 13.11. Codification. This Ordinance shall be forthwith codified in the Code of City Ordinances in the manner required by law.

[End of Article XIII]

Enacted by the City Council of the City of Columbia, South Carolina, this ____ day
of _____, 2018.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading: _____, 2018

Date of Second Reading: _____, 2018

CITY OF COLUMBIA, SOUTH CAROLINA

GENERAL BOND ORDINANCE NO.: 2018-013

AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF STORMWATER SYSTEM REVENUE BONDS OF THE CITY OF COLUMBIA, SOUTH CAROLINA; PRESCRIBING THE FORM OF BONDS; LIMITING THE PAYMENT OF THE BONDS SOLELY TO THE [NET](#) REVENUES DERIVED FROM THE OPERATION OF THE SYSTEM AND PLEDGING SUCH [NET](#) REVENUES TO SUCH PAYMENT; CREATING CERTAIN FUNDS AND PROVIDING FOR PAYMENTS INTO SUCH FUNDS; AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING.

Enacted: _____, 2018

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

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall, for all purposes of this Ordinance and of any ordinance, resolution, certificate, opinion, instrument or other document herein or therein mentioned, have the meanings herein specified. Definitions shall be equally applicable to both the singular and plural forms of any of the terms herein defined and vice versa. The term:

“2018 Bonds” means the not exceeding \$50,000,000 Stormwater System Revenue Bonds, in one or more series, authorized by this Ordinance and the First Supplemental Ordinance.

“Accountant” shall mean an independent certified public accountant or a firm of independent certified public accountants selected by the City.

“Annual Budget” shall mean the annual budget required by Section 7.9 hereof.

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

“Bond” or “Bonds” shall mean any Bond (including the 2018 Bonds), some of the Bonds or all of the Bonds issued under and pursuant to Article III hereof, excluding bonds or other indebtedness issued under Section 3.5 or Section 3.6 hereof.

“Bond Act” shall mean Title 6, Chapter 21, Code of Laws of South Carolina 1976, as amended, ~~7~~ (being the Revenue Bond Act for Utilities), and all other statutory authorizations, now or hereinafter enacted, authorizing and enabling the City to provide for the issuance of the Bonds, including, if applicable, with respect to any Series of refunding Bonds, Title 11, Chapters 15 and 21, Code of Laws of South Carolina 1976, as amended.

“Bond and Interest Redemption Fund” shall mean the respective funds of that name established pursuant to Section ~~6.6~~ 6.7 of this Ordinance and so designated pursuant to a Supplemental Ordinance to provide for the payment of the principal of and interest on the respective Series of Bonds issued pursuant to this Ordinance as the same respectively become due and payable.

“Bond Counsel” shall mean any attorney or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States.

"Bond Redemption Account" shall mean the account by that name created within each respective Bond and Interest Redemption Fund.

"Bondholders" or the term "Holders" or any similar term shall mean the registered owner or owners of any Outstanding Bond or Bonds.

"Books of Registry" shall mean the registration books maintained by the Registrar in accordance with Section 4.3 hereof.

"Business Day" shall mean, except as otherwise provided with respect to a Series of Bonds in a Supplemental Ordinance, any day other than a Saturday, a Sunday or a day which shall be in the State or the state in which the principal office of the Custodian is located a legal holiday or a day on which banking institutions are authorized by law or executive order to close.

"Capital Lease" shall mean any lease of property with respect to the System which, in accordance with generally accepted accounting principles, has been or should be capitalized on the City's balance sheet or for which the amount of the asset and liability thereunder as if so capitalized should be disclosed in a note to the balance sheet.

"City" shall mean the City of Columbia, South Carolina.

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

"Construction Fund" shall mean any fund established with and maintained by the Bank selected by the City, and derived from certain of the proceeds of the sale of the Bonds and intended to defray the costs of all or a portion of any Project and to pay Costs of Acquisition and Construction (exclusive of any capitalized interest on Bonds which may be deposited in a Bond and Interest Redemption Fund) in connection therewith, as established in a Supplemental Ordinance authorizing the issuance of any Series of Bonds.

"Consulting Engineer" shall mean the engineer or engineering firm or corporation registered and qualified to practice the profession of engineering under the laws of the State and having a favorable reputation for skill and experience in the construction and operation of stormwater and drainage systems, employed by the City to perform and carry out the duties imposed by this Ordinance, and who or which is not a full-time employee of the City.

"Contingent Fund" shall mean the fund of that name established pursuant to Section 6.10 of this Ordinance.

"Costs of Acquisition and Construction" shall mean, to the extent permitted by the Bond

Act, all costs of acquiring, reconstructing, replacing, extending, repairing, bettering, improving, equipping, developing, embellishing or otherwise improving the System, including the Costs of Issuance and capitalized interest on Bonds. Costs of Acquisition and Construction shall include the payment of amounts due on bond anticipation notes, the proceeds of which were used for Costs of Acquisition and Construction.

"Costs of Issuance" shall mean all items of expense, directly or indirectly payable or reimbursable by or to the City and related to the authorization, sale and issuance of Bonds including, but not limited to, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any Bank, Custodian, Registrar or Paying Agent, legal fees and charges, auditing and accounting fees and charges, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of Bonds, costs and expenses of any refunding, premiums for insurance relating to the issuance of Bonds, financing charges, and any other costs, charges or fees in connection with the original issuance of Bonds.

"Council" shall mean the City Council of the City of Columbia, South Carolina.

"Custodian" shall mean Regions Bank appointed pursuant to Section 8.1 hereof to hold the Bond and Interest Redemption Funds and the Debt Service Reserve Funds, and any successor Custodian appointed in accordance with Section 8.2 hereof.

"Debt Service" shall mean, with respect to each Series of Bonds and with respect to any particular Fiscal Year, the aggregate of the amounts to be paid or set aside (or estimated to be required to be paid or set aside) in the applicable Bond and Interest Redemption Fund in such Fiscal Year for the payment of the principal of, redemption premium, if any, and interest (to the extent not payable from the proceeds of Bonds or investment earnings thereon) on such Series of Bonds; provided that (a) the interest on Variable Rate Indebtedness then Outstanding shall be calculated at the actual average rate of interest on the Variable Rate Indebtedness during the twelve (12) months immediately preceding the date of calculation (or such lesser period during which the Variable Rate Indebtedness has been Outstanding); ~~provided further, that (b)~~ for purposes of Section 3.3 hereof, (1) interest on Variable Rate Indebtedness then proposed to be issued shall be calculated at the initial interest rate on such Variable Rate Indebtedness and (2) interest on Variable Rate Indebtedness then Outstanding shall be calculated at the current interest rate on such Variable Rate Indebtedness, in each case of which such interest rate may be based on an index rate determined no more than two weeks prior to such calculation; and (c) 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 or subsidy that effectively reduces the City's debt service payment obligation therefor (including but not limited to Build America Bonds ("BABs")), the amount to be paid or set aside in the applicable Bond and Interest Redemption 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 Reserve Fund" shall mean the respective funds, if any, of that name established pursuant to Section ~~6.7~~ 6.8 of this Ordinance, and so designated pursuant to a

Supplemental Ordinance to provide for the payment of the principal of and interest on the respective Series of Bonds issued pursuant to this Ordinance and such Supplemental Ordinance as the same respectively come due and payable.

"Default" or "Event of Default" shall mean any of those defaults specified in and defined by Article X hereof.

"Depreciation Fund" shall mean the fund of that name established pursuant to Section 6.9 of this Ordinance.

"Expenses of Operating and Maintaining the System" shall mean the current expenses, paid or accrued, of operation, administration, maintenance and current repair of the System, as calculated in accordance with generally accepted accounting practices, and shall include, without limiting the generality of the foregoing, administrative charges, salaries, wages, employee benefits, costs of materials and supplies, costs of routine repairs, renewals, replacements and alterations occurring in the usual course of business, properly allocable share of City administrative and overhead expenses, costs of billings and collections, costs of any audit of the System, the premiums for all insurance required with respect to the System, taxes, if any, and amounts payable by way of arbitrage rebate. Expenses of Operating and Maintaining the System shall not include (i) the payment of interest on Bonds or other System-related indebtedness, (ii) capital outlay or any renewals or replacements of capital assets of the System, (iii) any allowance for depreciation, (iv) any amounts deemed to be payments in lieu of taxes or other equity transfers, (v) any pension-related and other post-employment benefit-related expenses (other than such amounts actually paid) of the System, (vi) any payment or amortization of financing expenses, underwriting discounts, call premiums, losses on the extinguishment of debt due to refinancing of the same, and other related and non-recurring expenses resulting from the issuance or refinancing of long term indebtedness, or (vii) any losses on the sale or other disposition of investments or fixed or capital assets.

"First Supplemental Ordinance" shall mean the First Supplemental Ordinance No. 2018-014 enacted by the Council contemporaneous with this Ordinance, authorizing the 2018 Bonds.

"Fiscal Year" shall mean the fiscal year for the System as determined by the Council, initially being the period from July 1 in any year to and including June 30 in the following year.

"Government Obligations" shall mean, except as limited with respect to the funds and accounts relating to a Series of Bonds by a Supplemental Ordinance, any of the following to the extent now or hereafter permitted by the laws of the State:

- (a) cash;
- (b) non-callable bonds, notes or direct obligations and general obligations of the United States;
- (c) non-callable, U.S. Treasury Certificates, Notes and Bonds (including State and Local

Government Series - "SLGS");

(d) non-callable, direct obligations of the U.S. Treasury which have been stripped by the U.S. Treasury;

(e) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; ~~or~~

(f) non-callable, obligations issued by any agency or instrumentality of the United States of America which are backed by the full faith and credit of the United States;

(g) prerefunded municipal bonds which are rated ~~"Aaa" by Moody's Investors Services, Inc. or "AAA" by Standard & Poor's Credit Markets Service, a Division of The McGraw-Hill Companies, Inc.~~ in the highest rating categories by a Rating Agency; and

(h) any legally permissible combination of any of the foregoing.

"Interest Account" shall mean the account by that name created within each respective Bond and Interest Redemption Fund.

"Interest Payment Date" shall mean the respective interest payment dates for a Series of Bonds as determined by a Supplemental Ordinance.

"Junior Bonds" shall mean either: (a) bonds or bond anticipation notes secured by a pledge of Net Revenues junior and subordinate in all respects to the pledge securing the Bonds; or (b) any other form of indebtedness, including a Capital Lease secured by Net Revenues after provision has been made for all payments required to be made with respect to the Bonds, which ~~obligation or bonds, notes, or other~~ indebtedness may be authorized by an ordinance of Council which is not supplemental to this Ordinance.

"Maximum Debt Service" shall mean the highest aggregate principal and interest requirements (to the extent not paid from the proceeds of Bonds or investment earnings thereon) on the Bonds then Outstanding during any then current or future Fiscal Year; provided that for purposes of Section 3.3 hereof, (1) interest on Variable Rate Indebtedness then proposed to be issued shall be calculated at the initial interest rate on such Variable Rate Indebtedness and (2) interest on Variable Rate Indebtedness then Outstanding shall be calculated at the current interest rate on such Variable Rate Indebtedness, in each case of which such interest rate may be based on an index rate determined no more than two weeks prior to such calculation; and 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 or subsidy that effectively reduces the City's debt service payment obligation therefor (including but not limited to BABs), 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.

"Net Revenues" shall mean the Revenues of the System after deducting the Expenses of Operating and Maintaining the System.

"Operation and Maintenance Fund" shall mean the fund of that name established pursuant to Section 6.10 of this Ordinance.

"Ordinance" shall mean this ordinance as from time to time amended or supplemented by one or more Supplemental Ordinances.

"Outstanding" when used with respect to any Bond shall have the construction given to such word in Article XII hereof; i.e., a Bond shall not be Outstanding if such Bond is not, or would not be, at the time, deemed to be Outstanding by reason of the operation and effect of said Article XII.

"Paying Agent" shall mean for each Series of Bonds the respective paying agent or paying agents appointed pursuant to the proceedings authorizing such Bonds.

"Permitted Investments" shall mean, except as limited with respect to the funds and accounts relating to a Series of Bonds by a Supplemental Ordinance, (a) any one or more of the investments now or hereafter permitted by Section 6-5-10 the South Carolina Code, and in effect from time to time, or any authorization relating to the investment of funds hereunder; and (b) the South Carolina Pooled Investment Fund or similar State administered pool investment fund.

"Principal Account" shall mean the account by that name created within each respective Bond and Interest Redemption Fund.

"Principal Payment Date" shall mean the respective principal payment dates for a Series of Bonds as determined by a Supplemental Ordinance, including any mandatory sinking fund redemption dates.

"Project" shall mean any work, undertaking or project which the City is or may hereafter be authorized to construct or acquire with the proceeds of any Bonds and which will become a part of the System including the acquisition of any system which shall be combined with or consolidated into the System pursuant to law.

"Rate Covenant" shall mean the covenant as to fees, rates and other charges described in Section 7.1 hereof.

"Rating Agency" means any rating service that has issued a credit rating on any Series of Bonds which is in effect at the time in question or, upon discontinuance of any of such rating services, such other nationally recognized rating service or services if any such rating service has issued a credit rating on such Series of Bonds at the request of the City and such credit rating is in effect at the time in question.

"Record Date" shall mean with respect to any Series of Bonds the fifteenth (15th) day (whether or not a Business Day) of the calendar month immediately preceding an Interest Payment Date or such other day as may be provided in the Supplemental Ordinance authorizing the issuance of such Series of Bonds.

"Registrar" shall mean for each Series of Bonds the registrar appointed pursuant to the proceedings authorizing such Bonds.

"Reserve Fund Requirement" shall mean, as of the date of calculation, the debt service reserve fund requirement, if any, established pursuant to a Supplemental Ordinance authorizing the issuance of a Series of Bonds.

"Revenue Fund" shall mean the fund of that name established pursuant to Section ~~6.7~~ 6.5 of this Ordinance.

"Revenues" shall mean all receipts, income, revenues, fees and other charges to be ~~levied~~ imposed and collected in connection with, and all other income and receipts of whatever kind or character derived by the City from the establishment and operation of the System, including, but not limited to, stormwater utility fees and charges, interest earnings and other earnings or investments, as such earnings or investments are computed in accordance with generally accepted accounting practices, but excluding the proceeds of any grants or debt, contributions in aid of construction, gains or losses on extinguishment of debt, and the receipts, income, revenues, fees and other charges derived from the operation of Special Facilities.

"Series" or "Series of Bonds" or "Bonds of Series" shall mean all Bonds designated as being of the same series issued and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter delivered in lieu thereof or in substitution therefor pursuant to this Ordinance.

"South Carolina Code" shall mean South Carolina Code of Laws 1976, as amended.

"Special Facilities" shall mean any project or undertaking, the revenues and expenses resulting from the operation of which can be segregated from the revenues and expenses of the System and which the City shall designate as such by ordinance of Council.

"Special Facilities Bonds" shall mean any bonds issued to defray the costs of Special Facilities pursuant to Section 3.6 hereof.

"State" shall mean the State of South Carolina.

"Supplemental Ordinance" shall mean any ordinance enacted by the Council providing for the issuance of Bonds and any ordinance enacted by the Council pursuant to and in compliance with the provisions of Article IX hereof amending or supplementing the provisions of this Ordinance or any Supplemental Ordinance.

"System" shall mean the stormwater and drainage system of the City, as the same is now constituted, all properties, real and personal, and matters and things used or useful in the maintenance, operation or functioning thereof, all apparatus and equipment used in connection therewith, and all replacements, enlargements, improvements, extensions, additions and betterments that may be made thereto, including any Project, and any other utility system with which the System may hereafter be combined pursuant to ordinance of Council.

"Term Bond" shall mean any Bond designated by the Supplemental Ordinance providing for its issuance as being subject to retirement or redemption from moneys credited to the applicable Bond Redemption Account as sinking fund installments.

"Variable Rate Indebtedness" shall mean indebtedness in the form of Bonds the interest rate on which is not established at a fixed or constant rate at the time such indebtedness is incurred.

ARTICLE II

FINDINGS AND DETERMINATIONS

Section 2.1. Findings and Determinations. The Council hereby finds and determines:

A. The City is an incorporated municipality located in ~~Anderson County~~ Richland and Lexington Counties, State of South Carolina, and as such possesses all powers and duties granted to municipalities by the Constitution and laws of this State.

B. The Stormwater Management and Sediment Reduction Act (Section 48-14-10 et seq., Code of Laws of South Carolina, 1976, as amended) authorizes the establishment by a municipality of a Stormwater Management Utility which the City established by Ordinance No. ~~19442-2002-029~~ enacted on ~~March 5 June 19, 2007~~ 2002, as amended from time to time. Previously, the City had maintained a system of stormwater management facilities, including but not limited to, inlets, conduits, manholes, channels, ditches, drainage facilities, easements, retention and detention basins, infiltration facilities, and other components as well as natural waterways. Such facilities constitute a drainage system for which revenue bonds may be issued under the Bond Act.

C. Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, provides that a municipality may incur indebtedness payable solely from a revenue-producing project which source does not involve revenues from any tax or license.

D. The City is authorized by the provisions of the Bond Act to issue revenue bonds to defray the costs of improvements, enlargements and extensions to the System.

E. As of the date hereof, the City has no outstanding bonds or other obligations payable from the Net Revenues of the System.

F. The System is operated on a fiscal year basis, which presently commences on July 1 of each year and ends on June 30 of the following year.

G. By the enactment of this Ordinance, the City intends to provide for the issuance of the revenue bonds at the time and on the terms and conditions set forth in this Ordinance and Supplemental Ordinances hereto.

[End of Article II]

ARTICLE III

AUTHORIZATION AND ISSUANCE OF BONDS

Section 3.1. Authorization of Bonds. There is hereby authorized to be issued Bonds of the City to be designated "City of Columbia, South Carolina, Stormwater System Revenue Bonds," or such other designations as may be provided in the Supplemental Ordinance authorizing such Bonds, which Bonds may be issued pursuant to this Ordinance and in accordance with the terms, conditions and limitations set forth herein; in Series; and in such amounts and from time to time as the City may deem to be necessary or advisable for any corporate purpose of the City for which Bonds may be issued under this Ordinance and the Bond Act.

Section 3.2. General Provisions For Issuance of Bonds.

(a) The Bonds shall be issued in Series by means of Supplemental Ordinances enacted by the Council in accordance with the provisions of this Article and Article IX hereof. Each Supplemental Ordinance shall designate the Bonds provided thereby with an appropriate Series designation and with such further particular designations, if any, as the City deems appropriate. Each Supplemental Ordinance shall, unless or except as is otherwise set forth herein, also specify: (i) the authorized principal amount and designation of such Series of Bonds; (ii) the purpose or purposes for which the Bonds of such Series are being issued, which shall be one or more of the purposes set forth in Sections 3.3 or 3.4 hereof; (iii) if the Bonds of the Series are being issued for a purpose specified in Section 3.3 hereof, the Project for which such Bonds are being issued; (iv) an estimate of the Costs of Acquisition and Construction for any Project, if any, to be financed by such Series of Bonds, and, in the event of the acquisition by purchase or condemnation of any facilities already constructed, a determination of what repairs, replacements, additions and betterments will be necessary in order that such facilities may be effective for their purpose and an estimate of the costs required therefor; (v) the date or dates of the Bonds of the Series; (vi) the maturity date or dates of the Bonds of the Series and the sinking fund installment amounts and due dates for the Term Bonds of the Series, if any; (vii) the interest rate or rates of the Bonds of such Series, or the manner determining such rate or rates, the initial Interest Payment Date therefor, and the subsequent Interest Payment Dates; (viii) the denominations of (if other than as provided in this Ordinance), and manner of numbering and lettering, the Bonds of such Series; (ix) the redemption premium or premiums, if any, or the redemption price or prices to be paid upon the redemption of the Bonds of such Series, the period or periods, if any, during which such premiums or prices shall be payable, and the terms and conditions, if any, of such redemption; (x) the place or places of payment of the Bonds of the Series and interest thereon, and the Paying Agent and Registrar therefor and any Bank and/or Custodian of the funds and accounts created with respect thereto; (xi) the provisions for the sale or other disposition of the Bonds of the Series and the use, application and investment, if any, of the proceeds of such sale or other disposition, which use, application and investment shall not be inconsistent or in conflict with the provisions hereof; (xii) whether such Series of Bonds will be subject to a Reserve Fund Requirement and the manner of satisfaction of such Reserve Fund Requirement; (xiii) any other provisions which may be required to be inserted therein by other provisions of this Ordinance; and (xiv) any other necessary or desirable provisions not inconsistent

or in conflict with the provisions of this Ordinance.

(b) Bonds of a Series may be executed and delivered to the Registrar by the City and authenticated and delivered by the Registrar to the City or, upon its order, upon compliance with Section 3.3 or Section 3.4 hereof.

Bonds issued upon compliance with this Section 3.2 and Section 3.3 or Section 3.4 hereof shall be issued on a parity with the pledge and lien of the Net Revenues of the System inter sese, but not with respect to the particular Bond and Interest Redemption Fund or Debt Service Reserve Fund created for the benefit of the Holders of the Bonds of a Series, notwithstanding, that they may be in different form, and bear different dates, interest rates, number, date of issuance or date of execution or are payable at different times. In all such instances, the pledge of the Net Revenues made hereunder, and the covenants and remedies hereby granted, shall be applicable and available to the Holders of such Bonds.

Section 3.3. Conditions for the Issuance of Bonds Under this Ordinance Other than Refunding Bonds. Any time and from time to time, one or more Series of Bonds (exclusive of refunding Bonds) may be issued for such purposes as may be permitted by the Bond Act upon compliance with the provisions of Section 3.2 hereof and this Section 3.3 in such principal amounts as may be determined by the Council for the purpose of paying all or part of the Costs of Acquisition and Construction of one or more Projects upon compliance with the following conditions:

A. There shall be executed a certificate of the City Manager or chief administrative official or any Assistant City Manager of the City stating (i) either (a) that no Default exists in the payment of the principal of, premium, if any, or interest on any Bonds or Junior Bonds and all mandatory sinking fund redemptions, if any, required to have been made shall have been made, or (b) that the application of the proceeds of sale of the Series of Bonds to be issued as required by the Supplemental Ordinance authorizing their issuance will cure any such Default or permit such redemptions; and (ii) either (a) that to the best of his or her knowledge, the City is not in Default in the performance of any other of its covenants and agreements contained in this Ordinance, or (b) setting forth the circumstances of each such Default known to him or her.

B. If a certificate ~~filed~~executed pursuant to part (A) of this Section 3.3 should disclose a Default or Defaults hereunder, there shall be filed with the City an opinion of Bond Counsel that, in the case of any Default disclosed in a certificate filed pursuant to part (A) of this Section 3.3, each such Default does not deprive the Bondholders of the security afforded by this Ordinance in any material aspect.

C. For the issuance of Bonds (other than the 2018 Bonds) to finance the Costs of Acquisition and Construction, or a portion thereof, of any Project, there shall be delivered either (i) a certificate or report, which need not be based upon the audited financial statements of the City, from the City Manager, any Assistant City Manager serving as the chief financial officer of the City, an Accountant or a Consulting Engineer stating that the amount of the Net Revenues of the System for a consecutive 12-month period ending during the last 18 months is not less than 120% of the Maximum Debt Service on Bonds then Outstanding and the Bonds then proposed to be issued, or (ii) a certificate or report from an Accountant or Consulting Engineer, or a certificate or report from the City Manager or any Assistant City Manager serving as the chief financial officer of the City which is based upon a certificate or report from an Accountant or Consulting Engineer, stating that the amount of the Net Revenues of the System, as shall have been forecasted, is not less than 120% of the actual Debt Service on all Bonds then Outstanding and the Bonds then proposed to be issued for each of the three (3) Fiscal Years following the later of the date of the delivery of the Bonds of such Series, or the period (if any) for which interest is funded from the proceeds of such Bonds; provided the amount of Net Revenues for the periods referred to above may be adjusted by adding the following:

- (1) in case the rates and charges for the services furnished by the System shall have been revised and such revised rates and charges shall have gone into effect or will be effective on a future date or dates ~~as evidenced by an ordinance enacted by the Council~~ prior to the delivery of the Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the periods referred to above if such rates and charges had been in effect during the periods referred to above; and
- (2) in case an existing stormwater and drainage system or any other public utility system is to be acquired and combined or made a part of the System from the proceeds of the Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the periods referred to above if such existing system or systems to be acquired had been a part of the System during the periods referred to above (which computation of the additional amount of Net Revenues shall be based upon the method of computing Net Revenues under this Ordinance).

D. Such Bonds shall be issued to secure funds to defray the Costs of Acquisition and Construction of a Project, including any acquisition or construction of any existing or proposed system which shall be combined with or consolidated into the System pursuant to law; or to refund Junior Bonds, or any notes, bonds, or other obligations issued to finance or to aid in financing the acquisition, construction, improvement, enlargement or repair of the System or another public utility system combined with the System.

E. The Supplemental Ordinance may provide for a deposit into the Debt Service Reserve Fund with respect to such Series of Bonds of cash or securities or an insurance policy, surety bond or letter of credit provided in Section ~~6.9~~ 6.8 hereof (inclusive of any proceeds of such Series of Bonds to be deposited in the applicable Debt Service Reserve Fund) having an aggregate value not less than the Reserve Fund Requirement, if any, with respect to such Series of Bonds.

Section 3.4. Refunding Bonds. Without complying with the provisions of Section 3.3 hereof except as otherwise provided herein, the City by means of a Supplemental Ordinance enacted in compliance with the provisions of the Bond Act and any other statutory provisions authorizing the issuance of revenue refunding bonds, including advance refunding bonds, may issue hereunder refunding Bonds as follows:

A. Bonds may be issued for the purpose of refunding (including by purchase) at any time within one year prior to maturity or prior to any sinking fund installment due date, the Bonds maturing on such date (or an amount of such Bonds subject to redemption from such sinking fund installments not in excess of the amount of such Bonds required to be redeemed on such due date) for the payment of which sufficient Net Revenues are not available. Any Bonds issued for such purpose shall mature (or sinking fund installments therefor shall commence) not earlier than the latest stated maturity of the Bonds not then refunded to be Outstanding after such refunding; or

B. Bonds may be issued at any time for the purpose of refunding (including by purchase) other Bonds, including amounts to pay principal, redemption premium and interest to the date of redemption (or purchase) of the refunded Bonds and the Costs of Issuance and the funding of a Debt Service Reserve Fund thereunder; provided that (i) the aggregate Debt Service on all Bonds to be Outstanding after the issuance of the proposed Series of refunding Bonds shall not be greater than would have been the aggregate Debt Service of all Bonds not then refunded and the Bonds to be refunded; or (ii) the requirements of parts (A), (B), (C) and (E) of Section 3.3 hereof are met with respect to the refunding Bonds.

Section 3.5. Junior Bonds. The City may at any time issue Junior Bonds in such amount as it may from time to time determine, payable from Net Revenues, provided that such Junior Bonds are issued to secure funds to defray the costs of improving, extending, enlarging, or repairing the System, some part thereof, including the acquisition of any system which may be combined with or consolidated into the System pursuant to law, or to refund Bonds, Junior Bonds, or any notes, bonds, or other obligations issued to finance or to aid in financing the acquisition, construction, or improvement of the System, and provided further that the pledge of and lien on Net Revenues

securing Junior Bonds shall at all times be subordinate and inferior to the pledges of and lien on Net Revenues securing the Bonds.

Section 3.6. Special Facilities Bonds. The City shall also have the right to issue, from time to time, Special Facilities Bonds to defray the costs of acquiring or constructing Special Facilities subject to the following conditions:

A. The City shall determine that the receipts, income, revenues and other charges to be levied and collected in connection with the Special Facilities shall be at least equal to: (1) the estimated costs of operating and maintaining such Special Facilities; (2) the principal and interest requirements of the Special Facilities Bonds; (3) the amounts to be deposited in any reserve funds with respect thereto; and (4) any other costs and expenses relating to such Special Facilities.

B. The receipts, income, revenues, fees and other charges derived from the operation of the Special Facilities shall be segregated from the Net Revenues of the System.

C. The debt service payments and other costs, expenses and reserves related to such Special Facilities shall not be paid from Net Revenues of the System, except as may be available under Section 6.11 hereof.

[End of Article III]

ARTICLE IV

THE BONDS

Section 4.1. Execution. Unless or except as is otherwise set forth in the Supplemental Ordinance providing for the issuance of a Series of Bonds, the Bonds shall be executed on behalf of the City by the Mayor of the City by his or her manual or facsimile signature and the corporate seal of the City or a facsimile thereof shall be impressed or reproduced thereon and attested by the Municipal Clerk of the City by his or her manual or facsimile signature.

In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, as if he had remained in office until delivery.

Section 4.2. Authentication. Unless or except as is otherwise set forth in the Supplemental Ordinance providing for the issuance of a Series of Bonds, upon compliance with the provisions of Sections 3.2, 3.3, or 3.4 hereof, and upon the order of the City, the Registrar shall authenticate Bonds authorized to be issued hereunder. Only such Bonds as shall have endorsed thereon a certificate of authentication duly executed manually by the Registrar shall be entitled to any right or benefit under this Ordinance. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Registrar, and such executed certificate of the Registrar upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered. The Registrar's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Registrar, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder or on all of the Bonds of a particular Series. The Registrar's certificate of authentication shall be in substantially the following form:

FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance of the City of Columbia, South Carolina.

Dated: _____

Registrar

By: _____
Authorized Officer

Section 4.3. Registration and Transfer of Bonds; Persons Treated as Holders. Unless and except as is otherwise set forth in the Supplemental Ordinance providing for the issuance of a Series of Bonds, each Bond shall be fully registered and transferable only upon the registration books (the "Books of Registry") of the City, which shall be kept for that purpose at the office of the Registrar, by the Holder thereof or by his or her attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder or his or her duly authorized attorney with such signature guaranteed by a participant in the

Securities Transfer Agents in Medallion Program (“STAMP”) or similar program. Upon the transfer of any Bond, the City shall issue, subject to the provisions of Section 4.6 hereof, in the name of the transferee, a new Bond or Bonds of the same series and of the same aggregate principal amount, interest rate and maturity as the unpaid principal amount of the surrendered Bond.

Any Bondholder requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal, redemption premium, if any, and interest on any Bond shall be made only to or upon the order of the Bondholder thereof, or his duly authorized attorney, and neither the City nor the Registrar, shall be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 4.4. Form of Bonds; Denominations; Medium of Payment. Unless or except as is otherwise provided in the Supplemental Ordinance authorizing their issuance, the Bonds of each Series: (a) shall be in fully registered form without coupons, provided, such Bonds may be issued in book-entry form; (b) shall be issued in denominations of \$5,000, or any integral multiple thereof, provided that, upon partial redemption of a Bond requiring surrender thereof and the issuance of a new Bond, such new Bond may be in the denomination of the unredeemed balance; and (c) shall be payable with respect to principal, interest, and premium, if any, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 4.5. Numbers, Date, and Payment Provisions. The Bonds shall be numbered and designated in such manner as the City, with the concurrence of the Registrar, shall determine. Each Bond of a Series shall bear interest from the Interest Payment Date immediately preceding the date of its authentication, unless authentication shall be upon an Interest Payment Date, in which case it shall bear interest from its authentication, or unless authentication shall precede the first Interest Payment Date for such Bond, in which case it shall bear interest as otherwise provided in the Supplemental Ordinance authorizing its issuance, provided, however, that if the date of authentication of any Bond of any Series is after a Record Date and before the corresponding Interest Payment Date therefor, such Bond shall bear interest from such succeeding Interest Payment Date; notwithstanding the foregoing, if at the time of authentication of any Bond any interest on such Bond is in default, such Bond shall bear interest from the date to which interest on such Bond has been paid or if no interest has been paid, such Bond shall bear interest from the date of delivery thereof or from its dated date, or as otherwise provided in the Supplemental Ordinance authorizing the issuance of such Bonds.

Section 4.6. Exchange of Bonds. Unless or except as is otherwise provided in the Supplemental Ordinance authorizing their issuance, Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Bondholder or his duly authorized attorney with such signature guaranteed by a participant in STAMP or similar program, may, at the option of the Bondholder thereof, and upon payment by such Bondholder of any charges which the Registrar may make as provided in Section 4.7, be exchanged for a principal amount of Bonds of the same Series and maturity of any other authorized denomination equal to the unpaid principal amount of surrendered Bonds.

Section 4.7. Regulations with Respect to Exchanges and Transfer. In all cases in which the privilege of exchanging or transferring Bonds is exercised, the City shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance or such Supplemental Ordinance authorizing the issuance thereof. All Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Registrar. There shall be no charge to the Bondholder for such exchange or transfer of Bonds except that the Registrar may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer. Neither the City nor the Registrar shall be required (a) to exchange or transfer Bonds (i) from the Record Date to the succeeding Interest Payment Date or (ii) for a period of fifteen (15) days following any selection of Bonds to be redeemed or thereafter until after the first publication or mailing of any notice of redemption, or (b) to transfer any Bonds called for redemption.

Section 4.8 Temporary Bonds. Any Series of Bonds may be initially issued in temporary form, exchangeable for definitive Bonds to be delivered as soon as practicable and subject to the agreement of the City and the purchaser thereof. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, shall be without coupons, and may contain such reference to any of the provisions of this Ordinance as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues a temporary Bonds, it will execute and furnish definitive Bonds without delay; and thereupon the temporary Bonds shall be surrendered for cancellation at the principal office of the Registrar, and the Registrar shall deliver and exchange for such temporary Bonds an equal, aggregate principal amount of definitive Bonds of like aggregate principal amount and in authorized denominations of the same Series, maturity or maturities and interest rate or rates. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Ordinance as definitive Bonds under this Ordinance.

Section 4.9. Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the Holder, the City shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the Holder thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the City

and the Registrar (a) evidence or proof satisfactory to the City and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and (b) such security and indemnity as may be required by the laws of the State or such greater amount as may be required by the City. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance or any Supplemental Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder. Neither the City nor any Registrar or Paying Agent shall be required to treat both the original Bond and any duplicate Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be issued hereunder or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and duplicate Bond shall be treated as one and the same. The City and any Registrar may charge the Holder of such Bond with their reasonable fees and expenses in this connection. In the event any such mutilated, lost, stolen or destroyed Bond shall have matured, instead of issuing a duplicate Bond the City may pay the same. All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

[End of Article IV]

ARTICLE V

REDEMPTION OF BONDS

Section 5.1. Redemption of Bonds. The Bonds of a Series may be subject to redemption prior to their stated maturities upon such terms and conditions and at such dates and redemption price or prices or premium or premiums as shall be set forth in the Supplemental Ordinance providing for the issuance of such Bonds, and upon the further terms and conditions as are hereinafter set forth.

Section 5.2. Selection of Bonds for Redemption. In the event of the redemption at any time of only part of the Bonds of a Series, the Bonds to be redeemed shall be redeemed in such order as is set forth in the Supplemental Ordinance providing for the issuance of such Bonds. Unless otherwise provided by Supplemental Ordinance, if less than all of the Bonds of like maturity of any Series shall be called for prior redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected at random by the Registrar in such manner as the Registrar in its discretion may deem fair and appropriate; provided, however, that the portion of any Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof, and that, in selecting portions of such Bonds for redemption, the Registrar shall treat each such Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000.

Section 5.3. Notice of Redemption. Unless or except as otherwise provided in the Supplemental Ordinance authorizing their issuance, the provisions of this Section 5.3 apply to each Series of Bonds.

In the event any of the Bonds or portions thereof are called for redemption, the Registrar shall give notice, in the name of the City, of redemption of Bonds by first-class mail, postage prepaid, to the Holder thereof as shown on the Books of Registry of the City not less than 30 days and not more than 60 days prior to the date fixed for the redemption thereof. Such notice of redemption shall state: (a) the title of such Bonds to be redeemed, CUSIP numbers, date of issue, the Series designation (if any) thereof, the redemption date, the place or places of redemption and the redemption price or redemption premium, if any, payable upon such redemption; (b) if less than all such Bonds of a particular Series are to be redeemed, the distinctive number of such Bonds to be redeemed; (c) that the interest on such Bonds designated for redemption in such notice shall cease to accrue from and after such redemption date; and (d) that on such date there will become due and payable on each such Bond the principal amount thereof to be redeemed at the then applicable redemption price or redemption premium, if any, and the interest accrued on such principal amount to the redemption date.

Any notice mailed as provided in this Section 5.3 shall be conclusively presumed to have been duly given, when mailed, whether or not the Holder thereof receives the notice. The notice shall further state that if money for the redemption of all the Bonds being redeemed at that time is held by the City of a trustee on its behalf on the redemption date, interest shall cease to accrue on

such Certificates on and after the redemption date. The notice may further state that the redemption of the Bonds being called for redemption is conditioned upon the Custodian receiving on or before the redemption date of sufficient money for the redemption thereof.

Section 5.4. Partial Redemption of Bond. In the event that only part of a Bond shall be called for redemption or prepaid, payment of the amount to be redeemed or prepaid shall be made only upon surrender of such Bond to the Registrar. Upon surrender of such Bond, the City shall execute and the Registrar shall authenticate and deliver to the Holder thereof, at the principal office of the Registrar, or send to such Holder by registered mail at his request, risk and expense, a new fully executed Bond or Bonds, of authorized principal sums equal in aggregate principal amount to, and of the same Series, maturity and interest rate as, the unredeemed portion of the Bond surrendered.

Section 5.5. Effect of Redemption. If a Bond is subject by its terms to redemption prior to its stated maturity and has been duly called for redemption and notice of the redemption thereof has been duly given as hereinbefore provided and if moneys for the payment of such Bond at the then applicable redemption price or together with the then applicable redemption premium, if any, and the interest to accrue to the redemption date on such Bond are held for the purpose of such payment by the Custodian for the Series of Bonds of which such Bond is one, then such Bond so called for redemption shall, on the redemption date designated in such notice, become due and payable. Interest on the Bond so called for redemption shall cease to accrue.

Section 5.6. Cancellation. All Bonds which have been redeemed shall be canceled and either maintained or destroyed by the Registrar and shall not be reissued. A counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Registrar to the City upon the request of the City.

[End of Article V]

ARTICLE VI

ESTABLISHMENT OF FUNDS; SECURITY FOR AND PAYMENT OF THE BONDS; INVESTMENT OF MONEYS

Section 6.1. Listing of Funds and Accounts. The following are the funds created and established by this Ordinance:

- (i) Revenue Fund to be held by the City in accordance with Section 6.4 hereof.
- (ii) Operation and Maintenance Fund to be held by the City in accordance with Section 6.4 hereof.
- (iii) ~~(ii)~~ Bond and Interest Redemption Fund for each Series of Bonds to be held by the Custodian, including, except as provided in a Supplemental Ordinance, an Interest Account, a Principal Account and a Bond Redemption Account.
- (iv) ~~(iii)~~ Debt Service Reserve Fund for each Series of Bonds, if any, to be held by the Custodian.
- ~~(iv) — Operation and Maintenance Fund to be held by the City in accordance with Section 6.4 hereof.~~
- (v) Depreciation Fund to be held by the City in accordance with Section 6.4 hereof.
- (vi) Contingent Fund to be held by the City in accordance with Section 6.4 hereof.
- (vii) Construction Fund, if applicable, for each Series of Bonds to be held by a Bank designated by the City.

One or more accounts may, by direction of the City or by the terms of a Supplemental Ordinance, be established within any of the above funds. It is intended by this Ordinance that the funds and accounts referred to in this Article (other than the Construction Fund) shall remain in existence for so long a time as any sum remains due and payable by way of principal of and interest on the Bonds, and that deposits and withdrawals therefrom be made in the manner herein prescribed and in the order of priority hereinafter set forth in Section 6.2 hereof.

Section 6.2. Disposition of Revenues. So long as any Bonds are Outstanding, the Revenues of the System shall be applied at the times, in the amounts and for the purposes as provided or permitted by this Ordinance, and in the following order of priority.

~~First~~ First, provision shall be made for the payment of Expenses of Operating and Maintaining the System;

Second, there shall be transferred into the respective Bond and Interest Redemption Funds, the amounts required by this Ordinance or any Supplemental Ordinance;

~~Second~~ Third, there shall be transferred into the respective Debt Service Reserve Funds, if established, the amounts (including any payments required under the terms of any surety bond, insurance policy or letter of credit applicable thereto) required by this Ordinance or any Supplemental Ordinance for any Bond issued hereunder or thereunder;

~~Third~~, provision shall be made for the payment of Expenses of Operating and Maintaining the System;

Fourth, provisions shall be made for payment of interest on amounts advanced by the provider of any surety bond, line of credit, insurance policy or letter of credit as contemplated in Section ~~6.9~~ 6.8 hereof;

Fifth, provision shall be made for the payment of any Junior Bonds;

Sixth, there shall be transferred into the Depreciation Fund the amounts required by this Ordinance; and

Seventh, there shall be transferred into the Contingent Fund the amounts required by this Ordinance.

Any surplus Revenues thereafter remaining after the foregoing deposits have been made shall be disposed of as the City shall determine from time to time to be for the best interest of the City; provided, a transfer of any surplus Revenues to the City's general fund or similar fund shall only be made at the end of each Fiscal Year and the amount of such transfer shall not cause the Revenues of the System to be less than the respective amounts required to comply with the Rate Covenant.

Section 6.3. Security for and Payment of the Bonds. The Bonds, together with the interest thereon, shall be payable solely from and secured equally and ratably by a pledge of the Net Revenues of the System; provided, however, that all funds held by the Custodian in the respective Bond and Interest Redemption Funds and Debt Service Reserve Funds, if any, established to secure a particular Series of Bonds are hereby pledged for the benefit of the respective Bondholders as security for the Bonds of the Series to which such funds relate. This provision of this Section 6.3

shall not preclude the issuance of Junior Bonds, if such Junior Bonds be issued in conformity with the provisions of Section 3.5 hereof, but the pledge herein made shall preclude the issuance of bonds payable from or secured by a pledge or lien on Net Revenues of the System superior to the pledge herein made to secure Bonds.

The Bonds do not constitute an indebtedness of the City within any State constitutional provision (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power. The full faith, credit and taxing powers of the City are not pledged to the payment of the principal of and interest on the Bonds.

The covenants and agreements herein set forth to be performed by the City shall be for the equal and proportionate benefit, security and protection of all Holders of the Bonds without preference, priority or distinction as to payment or security or otherwise (except as to maturity) of any of the Bonds for any reason or cause whatsoever, except as expressly provided herein or in the Bonds. Except as aforesaid, all Bonds shall rank pari passu and shall be secured equally and ratably hereunder without discrimination or preference whatsoever.

Section 6.4. Accounting Methods. The designation of the Revenue Fund, the Operation and Maintenance Fund, the Depreciation Fund and the Contingent Fund in and by this Ordinance shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of the Revenues and assets of the System for certain purposes and to establish certain priorities for application of such Revenues and assets as herein provided.

The cash required to be accounted for in each of the foregoing funds established herein may be deposited in a single bank account, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash in and deposited therein for the various purposes of such funds as provided herein.

Section 6.5. Revenue Fund. There is hereby established a Revenue Fund to be maintained by the City in accordance with Section 6.4 hereof and into which shall be deposited all Revenues. Moneys in the Revenue Fund shall be used of only in the manner specified in this Article VI and in the order of priority set forth in Section 6.2 hereof.

Section 6.6. Operation and Maintenance Fund. There is hereby established an Operation and Maintenance Fund to be maintained by the City in accordance with Section 6.4 hereof in order to provide for the payment of all Expenses of Operating and Maintaining the System. So long as any of the Bonds remain Outstanding and unpaid, adequate provision shall be made by the City for the Expenses of Operating and Maintaining the System by depositing on or before the 15th day of the month following the month in which Bonds are delivered to the initial purchasers thereof, and not later than the 15th day of each month thereafter, in the Operation and Maintenance Fund from the

Revenues of the System, an amount equal to the estimated Expenses of Operating and Maintaining the System for the next ensuing month in accordance with the Annual Budget.

~~Section 6.6~~Section 6.7. Bond and Interest Redemption Funds. There shall be established and maintained special funds of the City to be designated the Bond and Interest Redemption Fund for each Series of Bonds then Outstanding which shall be kept on deposit with the Custodian, and withdrawals therefrom shall be made for the purposes provided in this Ordinance. Each Bond and Interest Redemption Fund shall bear a separate series designation as may be necessary to distinguish such Bond and Interest Redemption Fund.

The respective Bond and Interest Redemption Funds are intended to provide for the payment of the principal of, redemption premium, if any, and interest on each Series of Bonds as the same respectively fall due. Payments into such funds shall be made in the manner prescribed by this Ordinance and all moneys in the respective Bond and Interest Redemption Funds shall be used solely to pay the principal of, redemption premium, if any, and interest on the respective Series of Bonds, and for no other purpose, and withdrawals therefrom shall be made only to effect payment of the principal of, redemption premium, if any, and interest on the respective Series of Bonds. Earnings on investments in the Bond and Interest Redemption Funds, including the accounts therein, shall be added to and become a part of such respective funds and the accounts therein.

There may be established in the respective Bond and Interest Redemption Funds from time to time a capitalized interest account to provide for the payment of interest on the Bonds of a particular Series as may be permitted hereunder. Any such account shall be created by a Supplemental Ordinance relating to the issuance of the Bonds of such Series. Any earnings from the investment of funds in the capitalized interest account not required to pay interest on the Bonds of any Series during the period for which interest on the Bonds of such Series is capitalized may be deposited in the Construction Fund created by the Supplemental Ordinance relating to such Bonds or, if such Construction Fund has been terminated or no such fund was created, such earnings shall be retained in the appropriate Bond and Interest Redemption Fund.

Unless and except as is otherwise set forth in the Supplemental Ordinance not later than the 15th day of the month following the month in which each Series of Bonds are delivered to the initial purchasers thereof, and not later than the 15th day of each month thereafter, the City shall transfer or cause to be transferred to the Custodian for deposit into the respective Bond and Interest Redemption Funds from the moneys in the Revenue Fund, the amounts hereinafter set forth.

(a) There shall be established and maintained, for the purpose of paying the interest on the respective Series of Bonds as the same becomes due and payable, an Interest Account in the respective Bond and Interest Redemption Funds. Unless and except as is otherwise set forth herein or in a Supplemental Ordinance, not later than the 15th day of the month following the month in which Bonds are delivered to the initial purchasers thereof, and not later than the 15th day of each month thereafter, the City shall transfer or cause to be transferred to the Custodian for deposit into the respective Bond and Interest Redemption Funds and ratably with respect to separate Series of Bonds to the credit of the Interest Account an amount (until the moneys on deposit therein shall

equal the amount needed) such that, if the same amount is credited to the Interest Account not later than the 15th day of each calendar month preceding the next Interest Payment Date on the respective Series of Bonds, the aggregate of the amounts so paid and credited to the Interest Account would on such Interest Payment Date be equal to the installment of interest then falling due on the respective Series of Bonds then Outstanding. In making any of the deposits to the Interest Account required by this paragraph (a), consideration shall be given to and allowance made for accrued interest received upon delivery of each Series of Bonds to the initial purchasers and for any other credits (including but not limited to capitalized interest with respect to each Series of Bonds) otherwise made to such Interest Account.

(b) There shall be established and maintained, for the purpose of paying the principal of the respective Series of Bonds as they mature, a Principal Account in the respective Bond and Interest Redemption Funds. Unless and except as is otherwise set forth in the Supplemental Ordinance, not later than the 15th day of the twelfth month prior to any Principal Payment Date on any Bonds, and on or before the 15th day of each calendar month thereafter, the City shall transfer or cause to be transferred to the Custodian for deposit into the respective Bond and Interest Redemption Funds to the credit of the Principal Account an amount (until the moneys on deposit therein shall equal the amount needed) such that, if the same amount were credited to the Principal Account on or before the 15th day of each succeeding month thereafter and prior to the next Principal Payment Date upon which an installment of principal falls due on the respective Series of Bonds, the aggregate of the amounts so paid and credited to the Principal Account would on such Principal Payment Date be equal to the installment of principal then falling due on the respective Series of Bonds then Outstanding. In making any of the deposits to the Principal Account required by this paragraph (b), consideration shall be given to and allowance made for any other credits (including any interest earnings therein) otherwise made to such Principal Account.

(c) There shall be established and maintained, in order to meet the specified sinking fund installment requirements of Term Bonds and to otherwise retire Term Bonds prior to maturity, a Bond Redemption Account in the respective Bond and Interest Redemption Fund. Unless and except as is otherwise set forth herein or in a Supplemental Ordinance, not later than the 15th day of the twelfth month prior to the date a sinking fund installment of Term Bonds of each Series falls due and on or before the 15th day of each calendar month thereafter, the City shall transfer or cause to be transferred to the Custodian for deposit into the respective Bond and Interest Redemption Fund and ratably with respect to separate Series of Bonds to the credit of the Bond Redemption Account an amount (until the moneys on deposit therein shall equal the amount needed) such that, if the same amount were credited to the Bond Redemption Account not later than the 15th day of each succeeding month thereafter preceding the next date upon which a sinking fund installment of principal falls due on the Term Bonds, the aggregate of the amounts so paid and credited to the Bond Redemption Account would on such date be equal to the sinking fund installment of principal then falling due on the respective Series of Term Bonds then Outstanding. The Custodian shall apply the moneys credited to the Bond Redemption Account as sinking fund installments to the retirement of the Term Bonds of each respective Series by redemption in accordance with the Supplemental Ordinance providing for the issuance of such Series of Bonds, without further authorization or direction, on each date upon which a sinking fund installment is due with respect to

the Term Bonds of such Series. The Custodian shall keep and retain accurate records of application of each deposit of funds under this paragraph (c). The Custodian shall give notice of all such redemptions in the name and on the behalf of the City in accordance with the provisions of Article V hereof. In making any of the deposits to the Bond Redemption Account required by this paragraph (c), consideration shall be given to and allowance made for any other credits otherwise made to such Bond Redemption Account.

(d) If, on the dates when the payments required by paragraphs (a), (b) and (c) of this Section are to be made, the aggregate of (i) the payments actually made pursuant to said paragraphs (a), (b) and (c); and (ii) the remaining payments to be made prior to the next succeeding Interest Payment Date and Principal Payment Date, or both, as the case may be, are less than the sum required to be transferred to a Bond and Interest Redemption Fund to effect the payment of the succeeding installment of principal or interest, or both, as the case may be, a sum equal to such deficiency shall be transferred from moneys in the applicable Debt Service Reserve Fund, if any, shall be added to the payment to be made pursuant to paragraphs (a), (b) and (c).

Moneys in the respective Bond and Interest Redemption Funds shall be used and applied solely to the payment of the interest on and the retirement of the principal of and redemption premium, if any, on the respective Series of Bonds and shall be used and applied in accordance with the provisions of this Section ~~6.8-6.7~~ and this Ordinance. The moneys paid into the respective Bond and Interest Redemption Fund shall be held by the Custodian in trust solely for the purpose of paying the interest on and the retirement of the principal of and redemption premium, if any, on the respective Series of Bonds. Withdrawals from such funds shall be made by the Custodian in order to transfer such moneys to the Paying Agent for the respective Series of Bonds. Such withdrawals shall be made so that the necessary moneys shall be available to the Paying Agent not later than one Business Day prior to the day on which principal or interest or both, and redemption premium, if any, as the case may be, are payable on the Bonds.

Section ~~6.76.8~~. Debt Service Reserve Funds. A Supplemental Ordinance may provide for the establishment of a Debt Service Reserve Fund for any Series of Bonds. Each Debt Service Reserve Fund shall bear a separate Series designation as may be necessary to distinguish such Debt Service Reserve Fund and shall, subject to certain provisions of this Ordinance, be maintained in an amount equal to the applicable Reserve Fund Requirement, as determined pursuant to a Supplemental Ordinance, and in the manner determined pursuant to such Supplemental Ordinance, so long as the applicable Series of Bonds shall be Outstanding. Each such fund is intended to insure the timely payment of the principal of and interest on the applicable Series of Bonds and to provide for the redemption of such Series of Bonds prior to their stated maturities. The respective Debt Service Reserve Funds shall be kept on deposit with the Custodian, and withdrawals therefrom shall be made for the purposes provided in this Ordinance.

Moneys in each Debt Service Reserve Fund shall be used for the following purposes, and for no other:

- (a) To prevent a Default in the payment of the principal of or interest on the applicable Series of Bonds, by reason of the fact that moneys in the applicable Bond and Interest Redemption Fund are insufficient for such purposes;
- (b) To pay the principal of, interest on, and redemption premium, if any, of the applicable Series of Bonds in the event that all Outstanding Bonds of such Series be redeemed as a whole;
- (c) To effect partial redemption of the applicable Series of Bonds, provided that such redemption be undertaken in accordance with the provisions of this Ordinance permitting a partial redemption of the applicable Series of Bonds and the balance remaining in the applicable Debt Service Reserve Fund following such partial redemption shall not be less than the Reserve Fund Requirement; and
- (d) To effect the retirement of a Series of Bonds through purchase under the conditions herein prescribed or upon maturity thereof.

Whenever the value (determined as of the valuation date specified in Section 6.13 hereof) of the cash and securities in the applicable Debt Service Reserve Fund shall exceed the Reserve Fund Requirement, such excess may at the written direction of the City (i) be used to repurchase and retire the applicable Series of Bonds at prices not exceeding the call price first to become available or then prevailing or; (ii) be deposited as the City deems advisable or; (iii) be transferred to the Construction Fund during the period of construction or acquisition of a Project. Purchases of Bonds shall be effected by the City through the Custodian, and whenever Bonds shall have been purchased pursuant to this authorization, it shall be the duty of the Custodian to cancel and destroy such Bonds and to deliver certificates evidencing such act to the City.

Whenever the value (determined as of the valuation dates and in accordance with the method specified in Section 6.13 hereof) of cash and securities in the respective Debt Service Reserve Fund shall be less than the applicable Reserve Fund Requirement there shall be deposited in the applicable Debt Service Reserve Fund over the next succeeding twelve (12) months, successive equal monthly installments of the amount necessary to reestablish in the applicable Debt Service Reserve Fund its respective Reserve Fund Requirement.

In lieu of the deposit of moneys into the Debt Service Reserve Fund established with respect to any Series of Bonds to meet the Reserve Fund Requirement with respect to that Series, the City may cause to be credited a surety bond or an insurance policy payable to, or a letter of credit in favor of, the Custodian for the benefit of the Holders of the Bonds meeting the standard set forth in the Supplemental Ordinance authorizing that Series of Bonds, as the case may be. The amount of moneys required to be deposited to the Debt Service Reserve Fund shall be reduced by the amount of the surety bond, insurance policy, or letter of credit. The surety bond, insurance policy, or letter

of credit shall be payable (upon the giving of notice as required thereunder) on any Interest Payment Date on which moneys will be required to be withdrawn from the Debt Service Reserve Fund and applied to the payment of the principal of or interest on any Bonds of that Series but only to the extent that withdrawals cannot be made by amounts then credited to the Debt Service Reserve Fund.

If the City obtains a surety bond, insurance policy or letter of credit in substitution for moneys deposited to the applicable Debt Service Reserve Fund as may be permitted under the applicable Supplemental Ordinance, excess moneys in the respective Debt Service Reserve Funds shall be transferred to the applicable Construction Fund, or if one does not exist, be deposited as the City deems advisable.

~~Section 6.8. Operation and Maintenance Fund. There is hereby established an Operation and Maintenance Fund to be maintained by the City in accordance with Section 6.4 hereof in order to provide for the payment of all Expenses of Operating and Maintaining the System. So long as any of the Bonds remain Outstanding and unpaid, adequate provision shall be made by the City for the Expenses of Operating and Maintaining the System by depositing on or before the 15th day of the month following the month in which Bonds are delivered to the initial purchasers thereof, and not later than the 15th day of each month thereafter, in the Operation and Maintenance Fund from the Revenues of the System, an amount equal to the estimated Expenses of Operating and Maintaining the System for the next ensuing month in accordance with the Annual Budget.~~

Section 6.9. Depreciation Fund. There is hereby established a Depreciation Fund. On or before the 15th day of the month following the month in which Bonds are delivered to the initial purchasers thereof, and on or before the 15th day of each and every month thereafter, the City shall deposit into the Depreciation Fund 1/12th of the amount determined in the Annual Budget prepared for the System. Moneys in the Depreciation Fund shall be used to build up a reserve for the depreciation of the System and used for the purpose of restoring depreciated or obsolete items of the System. Moneys in these funds shall be used solely for such purposes, but shall be transferred to the applicable Bond and Interest Redemption Fund whenever necessary in order to prevent a default in the payment of principal or interest when due on any Bonds.

Moneys in the Depreciation Fund shall be held by the City in accordance with Section 6.4 hereof, and withdrawals from the Depreciation Fund shall be made by a City Representative.

Section 6.10. Contingent Fund. There is hereby established a Contingent Fund. On or before the 15th day of the month following the month in which Bonds are delivered to the initial purchasers thereof, and on or before the 15th day of each and every month thereafter, the City shall deposit into the Contingent Fund 1/12th of the amount determined in the Annual Budget prepared for the System. Moneys in the Contingent Fund shall be used to build up a reasonable reserve for improvements, betterments, and extensions to the System, other than those necessary to maintain the System in good repair and working order. Moneys in this fund shall be used solely for such purposes, but shall be transferred to the applicable Bond and Interest Redemption Fund whenever necessary in order to prevent a Default in the payment of principal or interest when due on any Bonds.

Moneys in the Contingent Fund shall be held by the City in accordance with Section 6.4 hereof, and withdrawals from the Contingent Fund shall be made by a City Representative.

Section 6.11. Application of Remaining Revenues. After making payment for the Expenses of Operating and Maintaining the System; after making payments on the Bonds; and after making the required deposits and payments, if any, to the applicable Debt Service Reserve Fund; ~~and after making payment for the Expenses of Operating and Maintaining the System,~~ the Revenues of the System shall then be used, first, for payment of interest on amounts advanced by the provider of any surety bond, line of credit, insurance policy or letter of credit as contemplated in Section ~~6.9~~ 6.8 hereof; second, to provide for the payment of Junior Bonds; third, to make deposits to the Depreciation Fund and the Contingent Fund; and fourth, to be disposed of by the City as it may determine from time to time to be for the best interest of the City subject to the limitation set forth in Section 6.2 hereof.

Section 6.12. Establishment of Construction Fund. There shall be established with the Bank a Construction Fund with respect to each Series of Bonds (other than for Bonds issued pursuant to Section 3.4 hereof) in the Supplemental Ordinance providing for their issuance, the moneys in which shall be used to defray the costs of any Project and to pay any Costs of Acquisition and Construction with respect to the facilities so financed. On the occasion of the delivery of any Series of Bonds (other than Bonds issued pursuant to Section 3.4 hereof), the proceeds therefrom shall be paid into the Construction Fund established for such Series as set forth in a Supplemental Ordinance authorizing their issue. Withdrawals from the Construction Fund shall not be made except as provided in the Supplemental Ordinance establishing such Construction Fund.

Section 6.13. Investment of Funds. Moneys held for the credit of the respective Bond and Interest Redemption Funds shall be invested, to the fullest extent practicable and reasonable, in Permitted Investments which shall mature prior to the respective dates when the moneys held for the credit of such fund will be required for the purpose intended. Moneys in the respective Debt Service Reserve Funds established by this Ordinance or a Supplemental Ordinance shall be invested, to the fullest extent practicable, in Permitted Investments. Moneys in any other funds established by this Ordinance shall be invested, to the fullest extent practicable, in Permitted Investments, maturing at such times and in such amounts as shall be required to provide moneys to make the payments required to be made from such funds. Investment instructions shall be given to

the Bank or Custodian, as applicable, by a City Representative provided such instructions which are given orally must be subsequently confirmed in writing.

The Bank, Custodian or other depository shall, not later than June 15 of each year, value as of the preceding June 1 or the succeeding Business Day thereafter, Permitted Investments in the various funds established by this Ordinance and held by the Bank, Custodian or other depository and shall forward such valuation to the City. The value of Permitted Investments (except investment agreements) shall be determined by the Bank, Custodian or other depository at the market value thereof, exclusive of accrued interest, provided, however, Permitted Investments in any Debt Service Reserve Fund shall be valued at cost or original value thereof. The Bank or Custodian shall not be accountable or liable for any depreciation in the value of any investments in any funds or for any losses incurred upon the disposition thereof.

All interest earnings on amounts in the Debt Service Reserve Funds or the Operation and Maintenance Fund when realized shall be considered Revenues. Expenses of purchase, safekeeping, sale and redemption and all other expenses attributable to such investments shall be operating expenses of the System.

[End of Article VI]

ARTICLE VII

COVENANTS

Section 7.1. Rates and Charges. The City covenants and agrees to operate the System in an efficient and economical manner and establish, levy, maintain, revise and collect such fees, rates and other charges for the use of the services and facilities furnished by the System as may be necessary or proper, which fees, rates, and other charges, together with other available moneys, shall at all times be at least sufficient after making due and reasonable allowances for contingencies and for a margin of error in estimates to provide an amount equal to (a) one hundred percent (100%) of the amounts required to be deposited into the Operation and Maintenance Fund for the then current Fiscal Year; (b) one hundred twenty percent (120%) of the amounts required to be deposited into each Bond and Interest Redemption Fund for the then current Fiscal Year; (~~b~~c) one hundred percent (100%) of the amounts required to be deposited into each Debt Service Reserve Fund for the then current Fiscal Year; (~~c~~) ~~one hundred percent (100%) of the amounts required to be deposited into the Operation and Maintenance Fund for the then current Fiscal Year;~~ (d) one hundred percent (100%) of the amounts required to be deposited into the Depreciation Fund for the then current Fiscal Year; (e) one hundred percent (100%) of the amounts required to be deposited into the Contingent Fund for the then current Fiscal Year; (f) one hundred percent (100%) of the amounts required to provide for payment of any Junior Bonds for the then current Fiscal Year; and (g) the amounts necessary to comply in all respects with the terms of this Ordinance or any other contract or agreement with the Holder of a Bond-; provided, further, that for purposes of determining the amounts required to be deposited into a Bond and Interest Redemption Fund pursuant to clause (b), to provide for payment of Junior Bonds pursuant to clause (f) or otherwise as provided in clause (g) 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), 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 (such obligation hereafter referred to as the "Rate Covenant").

Section 7.2. Statutory Lien. For the equal and ratable protection of the Holders of the Bonds, a statutory lien upon the System is hereby created and granted as provided in the Bond Act, which statutory lien is hereby recognized as valid and binding upon the City and the System, which shall take effect immediately upon delivery of any Bonds, and any Holder of any Bond may, subject to Section 11.1 hereof, either in law or in equity, by suit, action, mandamus, or other proceedings, protect the statutory lien hereby conferred, and may by suit, action, mandamus, or other proceedings enforce and compel the performance of all duties required by the Ordinance and the Bond Act, including the making and collection of sufficient rates and charges for the services and facilities of the System from all users, segregating of the income and Revenues and the proper application thereof, but such statutory lien shall not give any such Holder authority to compel the sale of the System or any part thereof.

Section 7.3. To Pay Principal, Premium, and Interest on the Bonds. The City covenants and agrees to punctually pay, or cause to be paid, out of the Revenues pledged to such payment in Article VI hereof, the principal of, redemption premium, if any, and the interest on each and every Bond issued under the provisions of this Ordinance, at the place, on the dates and in the manner provided herein.

Section 7.4. Operation of System. The City covenants and agrees it shall at all times operate the System properly and in an efficient and economical manner and will maintain, preserve and keep the same with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make all necessary and proper repairs and replacements so that at all times the operation of the System may be properly and advantageously conducted.

Section 7.5. Records, Accounts and Audits. The City covenants and agrees to keep proper books of records and accounts (separate from all other records and accounts), in which complete and correct entries shall be made of all transactions relating to the System. The City further covenants and agrees to make available to the ~~Trustee~~Custodian, if any, or any Bondholder upon request, but not sooner than February 1 after the close of each Fiscal Year, audited financial statements of the City, made in accordance with recognized accounting practices, which shall include information pertaining to the System; provided, however, that the ~~Town~~-City shall be deemed to be in compliance with the requirements hereof to the extent that its audited financial statements are available on the Municipal Securities Rulemaking Board's EMMA system or similar publically available information repository. Such records shall be kept in accordance with the standards from time to time prescribed by the Governmental Accounting Standards Board or its successor.

Section 7.6. Sale, Lease or Other Encumbrances. Except as otherwise provided in this Ordinance, the City covenants and agrees not to issue any bonds, notes, certificates or other obligations or evidences of indebtedness other than the Bonds, Junior Bonds, or obligations authorized or permitted hereby secured by a pledge of the Net Revenues. The City further covenants and agrees that it will not create or cause to be created any lien or charge on the Net Revenues other than the liens and charges created or permitted to be created hereby, and no part of the System will be sold, mortgaged, leased or otherwise disposed of or encumbered, except as permitted hereby. The City may from time to time permanently abandon the use of, sell, trade or lease any property forming a part of the System which the City determines is no longer necessary or useful or profitable in the operation of the System, or necessary to produce or maintain the Net Revenues thereof, or which is to be or has been replaced by other property so as not to impair the operation of the System. Any moneys received upon a sale hereunder shall be considered Revenues.

Section 7.7. Insurance. The City covenants and agrees to make provision to maintain adequate insurance on the works, plants, facilities and properties comprising the System against the risks, accidents or casualties, of the kinds and in at least the amounts which are usually and customarily carried on similar plants, properties and systems which are owned and operated by a public or municipal corporation, including without limiting the generality of the foregoing, fire, extended coverage, general liability and workmen's compensation, and also all additional insurance covering such risks as may be deemed necessary or desirable by the City or recommended by a competent independent engineer or other advisor employed for the purpose of making such recommendations. The Custodian shall not be responsible for maintaining such insurance policies or copies thereof.

Section 7.8. No Free Service. The City covenants and agrees that no free service will be furnished by the System to the City or to any agency, instrumentality or person. The reasonable costs and value of any services of the System rendered to the City through the operation of the System shall be charged against the City and shall be paid as the service accrues from the current funds and such funds, when so paid, shall be accounted for in the same manner as other Revenues of the System.

Section 7.9. Annual Budget. Prior to the beginning of each Fiscal Year, the City covenants and agrees to prepare an Annual Budget for the System for the ensuing Fiscal Year which shall set forth in reasonable detail the estimated Revenues, Expenses of Operating and Maintaining the System, Debt Service on Bonds, any required debt service payments on Junior Bonds and Special Facilities Bonds, deposits to the Depreciation Fund and Contingent Fund (if any) and other expenditures of the System for such Fiscal Year.

[End of Article VII]

ARTICLE VIII

CUSTODIAN

Section 8.1. Custodian. The Council hereby designates Regions Bank, as Custodian under this Ordinance.

On or prior to the delivery of the initial Series of Bonds, the Custodian shall signify its acceptance of the powers, duties and obligations conferred and imposed upon it by this Ordinance by executing and delivering to the City a written instrument of acceptance.

The Custodian shall (a) prior to the occurrence of an Event of Default as set forth in Article X hereof which the Custodian has or is deemed to have notice hereunder and after the curing of all Events of Default which may have occurred, perform such duties and obligations, and only such duties and obligations, as are specifically set forth in this Ordinance, and no implied covenants or obligations shall be read into this Ordinance against the Custodian, and (b) during the existence of any Event of Default which the Custodian has or is deemed to have actual notice (which has not been cured or waived) exercise the rights and powers vested in it by this Ordinance and use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

No provisions of this Ordinance shall be construed to relieve the Custodian from liability for its own negligence or intentionally wrongful action or failure to act.

At all times, (1) the Custodian shall not be liable for any error of judgment made in good faith by an officer or employee of the Custodian unless it shall be proved that the Custodian was negligent in ascertaining the pertinent facts; (2) the Custodian shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority (or such lesser percentage as is specifically required or permitted by this Ordinance) in the aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting a proceeding for any remedy available to the Custodian, or exercising any trust or power conferred upon the Custodian under this Ordinance; (3) in the administration of the trusts of this Ordinance, the Custodian may execute any of the trusts or powers hereof directly or through its agents or attorneys. The Custodian may consult with counsel and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

The Custodian may conclusively rely upon the authenticity of, and the truth of the statements and the correctness of the opinions expressed in, and shall be protected in acting upon any note, resolution, request, consent order, certificate, report, opinion, direction, notice, or other paper or document furnished to it pursuant to any provision of this Ordinance, believed by it to be genuine and to have been signed and presented by the proper party. The Custodian is not required to make any inquiry or investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, approval, bond, debenture or other paper or document but the Custodian, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit and, if the Custodian determines to make such further inquiry or investigation, it is entitled to examine the books, records and premises of the City, in person or by agent or attorney.

The Custodian shall not be required to take notice or be deemed to have notice or actual knowledge of any event of default specified in Article X hereof other than a payment default described in subparagraphs A or B of Section 10.1 unless the Custodian shall receive from the City or the Holder of any Bond written notice stating that an Event of Default hereunder has occurred and specifying the same, and, in the absence of such direction, notice, the Custodian may conclusively assume that there is no such Event of Default.

The Custodian shall be entitled to payment of and reimbursement by the City for reasonable fees for its services rendered hereunder and all advances, and counsel fees reasonably and necessarily made or incurred by the Custodian in connection with such services.

The Custodian shall not, in any event, be required to take, defend, or appear in any legal action or proceeding hereunder or to exercise any of the trusts or powers hereof unless it shall first be adequately indemnified to its satisfaction as to terms, coverage, duration, amount and otherwise against the costs, expenses, and liabilities which may be incurred thereby. Every provision of this Ordinance relating to the conduct or affecting the liability of or affording protection to the Custodian shall be subject to the provisions hereof.

The Custodian may execute any of its trusts or powers or perform any duties under this Ordinance either directly or by or through agents or attorneys, and may in all cases pay, subject to reimbursement from the City, such reasonable compensation as it deems proper to all such agents and attorneys reasonably employed or retained by it, and the Custodian shall not be responsible for any misconduct or negligence of any agent or attorney appointed with due care by it.

No provision of this Ordinance shall require the Custodian to expend or risk its own funds or otherwise incur any liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Custodian is not required to give any bond or surety with respect to the performance of its duties or the exercise of its powers under this Ordinance.

The Custodian's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Ordinance shall extend to the Custodian's officers, directors, agents, attorneys, and employees. Such immunities and protections and right to indemnification, together with the Custodian's right to compensation, shall survive the Custodian's resignation or removal, the discharge of this Ordinance, and the final payment of all Bonds issued hereunder.

The permissive right of the Custodian to take the actions permitted by this Ordinance shall not be construed as an obligation or duty to do so.

Whether or not expressly so provided, every provision of this Ordinance relating to the conduct or affecting the liability of or affording protection to the Custodian is subject to the provisions of this Section.

Section 8.2. Resignation of Custodian . The Custodian may resign at any time and be discharged of its duties and obligations hereunder by giving 30 days' written notice to the City and by giving notice to the Holders of the Bonds. No resignation will become effective until a successor Custodian has been appointed and accepts such appointment as provided below. Upon receiving notice of resignation, the City shall promptly appoint such successor Custodian by an instrument in writing executed by order of its Council. In the event a successor Custodian has not been appointed within 60 days of the date notice of resignation is given, the Custodian at the City's expense, may apply to any court of competent jurisdiction for the appointment of a successor Custodian to act until such time as a successor is appointed as provided in this Section.

Unless otherwise ordered by a court or regulatory body having competent jurisdiction, or unless required by law, any successor Custodian shall, if there is such an institution willing, qualified and able to accept the trust upon reasonable or customary terms, be a bank, bank holding company or trust company or wholly-owned subsidiary of a bank holding company or trust company in good standing, qualified to act hereunder, and having a capital and earned surplus of not less than \$25,000,000.

Any successor Custodian appointed as provided in this section, shall execute, acknowledge and deliver to the City and its predecessor Custodian an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor Custodian shall become effective the predecessor Custodian shall immediately be discharged and released from all duties and obligations hereunder and such successor Custodian, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor of the trust hereunder. Upon the request of any such successor Custodian, the City shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Custodian all such rights, powers and duties. Upon acceptance of appointment by a successor Custodian, the City shall notify the registered owner of each Bond then Outstanding by

first-class mail, postage prepaid.

The predecessor Custodian shall execute any and all documents necessary or appropriate to convey all interest it may have to the successor Custodian. The predecessor Custodian shall promptly transfer all funds to the successor Custodian and deliver all records relating to the trust or copies thereof and communicate all material information it may have obtained concerning the trust to the successor Custodian.

Any corporation or association into which the Custodian may be merged or with which it may be consolidated, or any corporation or association resulting from any merger, or any corporation or association succeeding to the business of the Custodian, shall be the successor of the Custodian hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto.

Each, every and all funds and accounts held by the Custodian shall be impressed with a trust for the benefit of the Holders of the Bonds, under the provisions of this Ordinance and of the Bond Act.

Section 8.3. Removal of Custodian. Upon 30 days' written notice, the City may remove the Custodian, provided that an Event of Default shall not have occurred and be continuing. The removal of the Custodian under this Section 8.3 shall not be effective until a successor Custodian has been appointed and has accepted the duties of Custodian.

The Holders of a majority in aggregate principal amount of the Bonds at the time outstanding may, upon 30 days' written notice to the Custodian and the City, remove the Custodian and appoint a successor Custodian by instrument or instruments in writing signed by such Holders of the Bonds.

Section 8.4. Custodian. The Construction Funds shall each be held by the Bank, which shall be a bank, a trust company, a national banking association or a national association as custodian under this Ordinance or a Supplemental Ordinance.

Section 8.5. Duties and Obligations of Bank and Custodian. The recitals of fact made in this Ordinance and in the Bonds shall be taken as statements of the City, and the Custodian shall not be deemed to have made any representations whatsoever as to the correctness of the same or as to the validity or sufficiency of this Ordinance or of the Bonds issued hereunder. Nor shall the Bank or any Custodian be under any responsibility or duty with respect to the issuance of the Bonds or the application of the proceeds thereof, except to the extent provided for herein, or in a Supplemental Ordinance. The Custodian shall not be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in response to this Ordinance, or to the Bonds issued hereunder, or to advance any of its own moneys, unless properly indemnified to its satisfaction. Nor shall the Bank or any Custodian be liable in connection with the performance of its duties hereunder, except for its own negligence or default.

Section 8.6. Custodian Protected in Relying upon Resolutions. The Bank and Custodian shall at all times be protected in acting upon any notice, resolution, request, consent, order, certificate, statement, opinion, bond, or other paper or document believed to be genuine and to have been signed by the proper party or parties.

Section 8.7. Custodian Not Responsible for Recitals. The recitals contained in this Ordinance and in the Bonds (other than the certificate of authentication on the Bonds) are statements of the City, and the Custodian assumes no responsibility for their correctness. The Custodian makes no representations as to the value, condition or sufficiency of any assets pledged or assigned as security for the Bonds, the right, title or interest of the City therein, the security provided thereby or by this Ordinance, the technical or financial feasibility of any Project, the compliance of the Project with the Bond Act, or the tax-exempt status of the Bonds. The Custodian is not accountable for the use or application by the City of any of the Bonds or the proceeds of the Bonds, or for the use or application of any moneys paid over by the Custodian in accordance with any provision of this Ordinance.

Section 8.8. Custodian May Own Bonds. The Custodian, in its commercial banking or in any other capacity, may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Bondholder may be entitled to take with like effect as if it were not Custodian. The Custodian, in its commercial banking or in any other capacity, may also engage in or be interested in any financial or other transaction with the City and may act as depository, trustee or agent for any committee of Bondholders secured hereby or other obligations of the City as freely as if it were not Custodian. The provisions of this Section 8.8 shall extend to affiliates of the Custodian.

[End of Article VIII]

ARTICLE IX

AMENDMENTS OR SUPPLEMENTS TO ORDINANCE

Section 9.1. Amendments or Supplements to Ordinance. The City shall not amend this Ordinance except in accordance with the provisions of this Article.

A. The City may, from time to time and without the consent of any Holder of the Bonds enact an ordinance amendatory hereof or supplemental thereto (a) for the purpose of providing for the issuance of Bonds pursuant to the provisions of Article III hereof, or (b)(i) making any amendments or modifications hereto which may be required to permit this Ordinance to be qualified under the Trust Indenture Act of 1939, as amended; (ii) making any modification or amendment to this Ordinance not inconsistent herewith required for the correction of language or to cure any ambiguity or defective provisions, omission, mistake or manifest error herein contained; (iii) making any amendments or supplements hereto to grant to or confer upon the Holders additional rights, remedies, power and authority, or to grant to or confer upon any Holders, committee or trustee for the Holders any additional rights, power or authority; or (iv) adding to the security of the Holders of the Bonds.

B. From time to time the Holders of 66-2/3% in principal amount of the Bonds then Outstanding, by an instrument or instruments in writing signed by such Holders and filed with the City and the Custodian, shall have power to assent to and authorize any modification or amendment to the provisions of this Ordinance that may be proposed by the City or of the rights and obligations of the City and of the Holders of Bonds issued hereunder. Any action herein authorized to be taken with the assent and authority given as aforesaid of the Holders of 66-2/3% in principal amount of the Bonds at the time Outstanding shall be effective and binding upon all of the Holders of Bonds issued hereunder; and any action herein authorized to be taken with the assent and authority given as aforesaid of the Holders of 66-2/3% in principal amount of the Bonds at the time Outstanding shall be effective and binding upon all of the Holders of Bonds Outstanding and upon the City as fully as though such action were specifically and expressly authorized by the terms of this Ordinance; provided always, that without the consent of the Holder of each Bond affected thereby, no such modification shall be made which will (a) extend the time of payment of principal of or the interest on any Bond, or reduce the principal amount thereof or the rate of interest thereon or the premium payable upon the redemption thereof, or (b) give to any Bond or Bonds any preference over any other Bond or Bonds, or (c) authorize the creation of any pledge prior to or, except as provided herein for the issuance of Series of Bonds, on a parity with the pledge afforded by this Ordinance, or (d) reduce the percentage in principal amount of the Bonds required to assent to or authorize any such modification to this Ordinance. For the purpose of computations required by this paragraph, Bonds directly or indirectly owned or controlled by the City shall be disregarded.

Any modification or amendment or supplement to the provisions of this Ordinance or of any Supplemental Ordinance supplemental hereto shall be set forth in an ordinance to be enacted by the City.

The City expressly authorizes the underwriter or purchaser of any Series of Bonds, or provider of bond insurance for any Series of Bonds, to assent to and consent to such amendments to this Ordinance as contemplated by this Article in the same manner as the Holders of the Bonds.

No modification of rights and obligations of [the](#) Custodian under this Ordinance shall be made without prior written consent of [the](#) Custodian.

[End of Article IX]

ARTICLE X

EVENTS OF DEFAULT

Section 10.1. Events of Default. With respect to the Bonds, the following shall constitute "Events of Default":

A. If payment of the principal of any Bond, whether at maturity or by proceedings for redemption, or upon mandatory sinking fund redemption, or by declaration as provided in Section 11.1 hereof, or otherwise, is not made by the City after the same becomes due and payable; or

B. If payment of any installment of interest on any Bond is not made by the City as the same becomes due and payable; or

C. If the City shall fail or refuse to comply with the essential provisions of the Bond Act, or shall fail in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in the Bonds or in this Ordinance or in any Supplemental Ordinance on the part of the City to be performed, and such failure continues for 60 days after written notice specifying such failure and requiring the same to be remedied has been given to the City by the Custodian or the Holders of not less than 20% in principal amount of the Bonds then Outstanding or any trustee or committee therefor; provided, however, that if the City fails to maintain sufficient fees, rates and other charges to satisfy the Rate Covenant, such failure shall not constitute an Event of Default provided that within 30 days from the City's receipt of such written notice the City has taken active steps to remedy the failure and thereafter diligently pursues such remedy; or

D. If any proceedings are instituted, with the consent or acquiescence of the City, for the purpose of effecting a composition between the City and its creditors and if the claim of such creditors is in any circumstance payable from any of the [Net](#) Revenues or any other moneys pledged and charged in this Ordinance or any Supplemental Ordinance for the payment of the Bonds, or any such proceedings are instituted for the purpose of adjusting the claims of such creditors, pursuant to any federal or State statute now or hereafter enacted; or

E. If an order or decree is entered (a) with the consent or acquiescence of the City, appointing a receiver or receivers of the System or any of the facilities thereof; or (b) without the consent or acquiescence of the City, appointing a receiver or receivers of the System or any of the facilities thereof and if, in either case, such order or decree having been entered is not vacated or discharged or stayed on appeal within 60 days after the entry thereof; or

F. If, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the System or any of the facilities thereof, and such custody or control is not terminated within 90 days from the date of assumption of such custody or control; or

G. If the City is for any reason rendered incapable of fulfilling its obligations hereunder in any material respect.

Subject to the provisions, limitations and conditions of Sections 11.1 and 11.2 hereof, insofar as the remedies provided in said provisions are concerned, nothing in Section 11.3 hereof or in this Article, and particularly nothing in subparagraph C of this Section 10.1, shall prohibit or limit, or be construed as prohibiting or limiting any Holder of a Bond from enforcing the duties of the City, or any of the officers thereof, under any provisions of this Ordinance (including, without limiting the generality of the foregoing, the duties imposed by or referred to in Section 11.3 hereof) by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction, even though the failure of the City or any of the officers thereof to perform any such duty may not then constitute an "Event of Default" as defined in this Article X.

[End of Article X]

ARTICLE XI

REMEDIES UPON EVENT OF DEFAULT

Section 11.1. Declaration of Principal and Interest as Due. Upon the occurrence of an Event of Default, and at any time thereafter while such Event of Default continues, then and in each and every case the Custodian in its own name and as trustee of an express trust, on behalf and for the benefit and protection of the Holders of all Outstanding Bonds, may proceed, and upon the written request of the Holders of not less than 25% in principal amount of the Bonds then Outstanding, shall proceed to declare the principal of all Bonds then Outstanding, together with all accrued and unpaid interest thereon, if not already due, to be due and payable immediately, and upon any such declaration the same shall become and be due and payable immediately. This provision is also subject, however, to the condition that, if at any time after the principal of the Bonds, together with the accrued and unpaid interest thereon and other moneys secured hereby, have been so declared due and payable and before any further action has been taken (other than the making of the above declaration), the principal amount of all Bonds which have matured either according to the maturity date or dates otherwise specified therein (except as a result of such declaration) and all arrears of interest upon all Bonds, except interest accrued but not yet due on said Bonds, have been paid or caused to be paid, and all other Events of Default, if any, which have occurred have been remedied, cured or secured, then and in each and every such case the Holders of 25% in principal amount of the Bonds then Outstanding, by notice in writing delivered to the Custodian and the City, may waive such Default and its consequences and rescind and annul such declaration. No such waiver or rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power related to such subsequent Default.

Section 11.2. Appointment of a Receiver. Upon the occurrence of an Event of Default described in subparagraphs A and B of Section 10.1 hereof, and at any time thereafter while such default continues, any court of competent jurisdiction may appoint a receiver; provided, however, if application is made by the Custodian or the Holders of not less than 25% in principal amount of the Bonds then Outstanding or any trustee therefor, such court may appoint a receiver. Any receiver so appointed shall (a) enter into and upon and take possession of the System, to the exclusion of the City if such court so directs; (b) have, hold, use, operate, manage and control the System as such receiver may deem best; and (c) exercise all rights and powers of the City with respect to the System as the City itself may do. In addition, the receiver shall (a) maintain, restore and insure the System and from time to time make all necessary and proper repairs to the System as such receiver may deem expedient; (b) establish, levy, maintain and collect such fees, rentals and other charges in connection with the System as such receiver may deem necessary or proper and reasonable; and (c) collect and receive all revenues, deposit such revenues in a separate account and apply such revenues so collected and received in such manner as the court shall direct.

Notwithstanding anything contained in this Ordinance or the Bond Act, such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of whatever kind or character of the City and useful to the System.

Section 11.3. Suits at Law or in Equity and Mandamus. In case any one or more of the Events of Default shall happen and be continuing, then and in every such case, but subject to the provisions, limitations and conditions of Sections 11.1 and 11.2 of this Article so far as the remedies provided in said provisions are concerned, the Holder of any Bond at the time Outstanding, or Custodian therefor, may, for the equal benefit and protection of all Holders of the Bonds similarly situated,

- (a) by mandamus or other suit, action or proceedings at law or in the equity, enforce such Bondholder's right against the City and require and compel the City to perform and carry out its duties and obligations under the Bond Act and this Ordinance, and to perform and carry out its covenants and agreements with the Bondholders;
- (b) by action or suit in equity require the City to account as if such City were the trustee of an express trust;
- (c) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders; or
- (d) bring suit upon the Bonds.

Section 11.4. Remedies Not Exclusive; Effect of Waiver of Default; Effect of Abandonment of Proceedings or Adverse Determination. The Holders from time to time of the Bonds shall be entitled to all the remedies and benefits of this Ordinance as are and as shall be provided by law, and, subject to the provisions of Sections 11.1 and 11.2 hereof, nothing herein shall be construed to limit the rights or remedies of any such Holders under any applicable statute that may now exist or be enacted thereafter. No remedy conferred by the Bond Act and this Article upon any Holder of any Bond is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred by the Bond Act and this Article or by any other law now or hereafter existing. Every substantive right and remedy conferred upon the Holders of the Bonds may be enforced and exercised from time to time and as often as may be deemed expedient.

No waiver of any default or breach of duty or contract by any Holder of any Bond shall extend to or affect any subsequent default or breach of duty or contract, or shall impair any rights or remedies thereon. No delay or omission of any Holder of a Bond to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein.

In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and then discontinued or abandoned, or shall be determined adversely to Holders of the Bonds then and in every such case, the City and such Holders shall be restored to their former positions and rights and remedies as if no suit, action or proceeding had been brought or taken.

Section 11.5. Restrictions on Bondholder's Action.

A. No Holder of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of this Ordinance or the execution of any trust under this Ordinance or for any remedy under this Ordinance unless such Holder shall have previously given to the Custodian written notice of the happening of an Event of Default and the Holders of at least twenty-five percent (25%) in principal amount of the Bonds then Outstanding shall have filed a written request with the Custodian and shall have offered the Custodian reasonable opportunity, either to exercise the powers granted in this Ordinance or by the laws of the State or to institute such action, suit or proceeding in its own name, and unless such Holders shall have offered to the Custodian adequate security and indemnity against the costs, fees (including reasonable attorneys' fees), expenses and liabilities to be incurred therein or thereby, and the Custodian shall have refused to comply with such request for a period of 60 days after receipt by it of such notice, request an offer of indemnity. No one or more Holders of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the pledge created by this Ordinance, or to enforce any right under this Ordinance, except in the manner therein provided. All proceedings at law or in equity to enforce any provision of this Ordinance shall be instituted, had and maintained in the manner provided in this Ordinance and for the equal benefit of all Holders of the Outstanding Bonds.

B. Nothing in this Ordinance or in the Bonds contained shall affect or impair the obligation of the City, which is absolute and unconditional, to pay at the respective dates of maturity and places therein expressed the principal of (and redemption premium, if any) and interest on the Bonds to the respective Holders thereof, or affect or impair the right of action, which is also absolute and unconditional, of any Holder to enforce such payment of his Bond.

Section 11.6. Application of [Net](#) Revenues and Other Moneys After Default. During the continuance of an Event of Default, all moneys received by the Custodian pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses and advances incurred or made by the Custodian with respect thereto, including reasonable attorneys' fees, be deposited in the respective Bond and Interest Redemption Funds, and all amounts held by the Custodian hereunder shall be applied as follows (provided if more than one Bond and Interest Redemption Fund has been established, such amounts shall be paid ratably):

A. Unless the principal of all Outstanding Bonds shall have become or have been declared due and payable:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds in the order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the person entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal amounts or redemption premium, if any, of any Bonds which shall have become due (other than Bonds previously called for redemption in accordance with the provisions hereof), whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the principal amounts or redemption premium, if any, due on such date, to the persons entitled thereto, without any discrimination or preference.

B. If the principal amounts of all Outstanding Bonds shall have become or have been declared due and payable, to the payment of the principal amounts and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal amounts and interest, to the persons entitled thereto without any discrimination or preference.

C. If the principal amounts of all Outstanding Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article XI, then, subject to the provisions of this Section 11.6 in the event that the principal amounts of all Outstanding Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (A) of this Section 11.6.

Whenever moneys are to be applied by the Custodian pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Custodian shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Custodian shall apply such moneys, it shall fix the date (which shall be a Bond payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the principal amounts to be paid on such dates shall cease to accrue. The Custodian shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Holder of any Bond until such Bond shall be presented to the Custodian for appropriate endorsement of any partial payment or for cancellation if fully paid.

Whenever all Bonds and interest thereon have been paid under the provisions of this Section and all expenses and charges of the Custodian have been paid, any balance remaining shall be paid to the person entitled to receive the same; if no other person shall be entitled thereto, then the balance shall be paid to the City or as a court of competent jurisdiction may direct.

[End of Article XI]

ARTICLE XII

DEFEASANCE

Section 12.1. Defeasance. The obligations of the City under this Ordinance and the liens, pledges, charges, trusts and the covenants and agreements of the City herein made or provided for, shall be fully discharged and satisfied as to any Bond; and, unless or except as otherwise provided in the Supplemental Ordinance providing for the issuance of any Series of Bonds, such Bond or Series of Bonds shall no longer be deemed to be Outstanding hereunder when:

(a) Such Bond or Series of Bonds shall have been purchased by the City and surrendered to the City for cancellation or otherwise surrendered to the City or the Registrar, and is canceled or subject to cancellation by the City or Registrar, or

(b) Payment of the principal of, redemption premium, if any, and interest on such Bond or Series of Bonds, either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent or such other depository as the City may designate in trust and irrevocably setting aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Custodian, Paying Agent and the Registrar, or a combination thereof. At such time as a Bond or Series of Bonds shall no longer be deemed to be Outstanding hereunder, as aforesaid, such Bond or Series of Bonds shall cease to draw interest from the maturity date or redemption date thereof, and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

~~(c)~~ If moneys or Government Obligations have been deposited with the Custodian pursuant to this Section 12.1 for payment of less than all Bonds of a Series and maturity, the Bonds of such Series and maturity to be so paid from such deposit shall be selected by the Custodian by lot by such method as shall provide for the selection of portions (in authorized denominations) of the principal of Bonds of such Series and maturity of a denomination larger than the smallest authorized denomination. Such selection shall be made within seven days after the moneys or Government Obligations have been deposited with the Custodian. This selection process shall be in lieu of the selection process otherwise provided with respect to redemption of Bonds in Article V. After such selection is made, Bonds that are to be paid from such deposit (including Bonds issued in exchange for such Bonds pursuant to the transfer or exchange provisions of this Ordinance) shall be identified by a separate CUSIP number or other designation satisfactory to the Custodian. The Custodian shall notify Bondholders whose Bonds (or portions thereof) have been selected for payment from the moneys or Government Obligations on deposit and shall direct such Bondholders to surrender their Bonds to the Custodian in exchange for Bonds with the appropriate designation. The selection of Bonds for payment from such deposit pursuant to this ~~subparagraph (c)~~ paragraph shall be conclusive and binding on the City and the Bondholder.

The City shall give to the Custodian in form satisfactory to it irrevocable instructions to give notice of the deposit of moneys or Government Obligations, the selection of Bonds to be redeemed including CUSIP numbers and the anticipated date of redemption. The Custodian shall promptly give such notice to the Bondholders including the information required under Section 5.3 hereof.

Any moneys so deposited with the Paying Agent or such other depository as the City may designate as provided in this Article XII may at the direction of the City also be invested and reinvested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Government Obligations in the hands of such Paying Agent which is not required for the payment of the Bonds or Series of Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be treated as Revenues of the System.

Notwithstanding any provision hereof which may be contrary to the provisions of this Article XII, all moneys or Government Obligations set aside and held in trust pursuant to the provisions of this Article XII for the payment of Bonds or Series of Bonds shall be applied to and used solely for the payment of the particular Bonds or Series of Bonds with respect to which such moneys and Government Obligations have been so set aside in trust.

Any provision hereof to the contrary notwithstanding, if moneys or Government Obligations have been deposited or set aside with the Paying Agent pursuant to this Article XII for the payment of the Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article XII shall be made without the consent of the Bondholder of each Bond or Series of Bonds affected thereby.

[End of Article XII]

ARTICLE XIII

MISCELLANEOUS

Section 13.1. Benefits of Ordinance Limited to the City, the Custodian and the Holders of the Bonds. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Bonds is intended or should be construed to confer upon or give to any person other than the City, the Custodian and the Holders of the Bonds, any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City, the Custodian and the Holders from time to time of the Bonds as herein and therein provided.

Section 13.2. Ordinance Binding Upon Successors or Assigns of the City. All the terms, provisions, conditions, covenants, warranties and agreements contained in this Ordinance shall be binding upon the successors and assigns of the City and shall inure to the benefit of the Custodian, its successors or substitutes in trust and assigns, and the Holders of the Bonds.

Section 13.3. No Personal Liability. No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the City contained in this Ordinance or the Bonds, against any member of the City, any officer or employee, as such, in his or her individual capacity, past, present or future, of the City, either directly or through the City, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise. It is expressly agreed and understood that this Ordinance and the Bonds are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer or employee as such past, present or future, of the City, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the City and the Custodian or the Bondholder or to be implied therefrom as being supplemental hereto or thereto. All personal liability of that character against every such member, officer and employee is, by the adoption of this Ordinance and the execution of the Bonds, and as a condition of, and as a part of the consideration for, the adoption of this Ordinance and the execution of the Bonds, expressly waived and released. The immunity of members, officers and employees of the City under the provisions contained in this Section 13.3 shall survive the termination of this Ordinance.

Section 13.4. Effect of Saturdays, Sundays and Legal Holidays. Whenever this Ordinance requires any action to be taken on a Saturday, Sunday, legal holiday or bank holiday in the State, such action shall be taken on the first Business Day occurring thereafter. Whenever in this Ordinance the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, legal holiday or bank holiday, in the State, such time shall continue to run until midnight on the succeeding Business Day.

Section 13.5. Partial Invalidity. If any one or more of the covenants or agreements or portions thereof provided in this Ordinance on the part of the City or the Custodian or any Paying Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements and portions thereof provided in this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds, but the Holders of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because of conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 13.6. Law and Place of Enforcement of Ordinance. This Ordinance shall be construed and interpreted in accordance with the laws of the State and all suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in the State.

Section 13.7. Headings. The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Ordinance.

Section 13.8. Notices. All notices, certificates or other communications hereunder or under this Ordinance shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, or given when dispatched by telegram addressed as follows:

If to the City:

City of Columbia
1737 Main Street
Columbia, South Carolina 29217-0147
Attention: City Manager

The City may, by notice given to the other parties, designate any further or different

addresses to which subsequent notices, certificates or other communications shall be sent.

Section 13.9. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 13.10. Effective Date. This Ordinance shall become effective upon its enactment; provided, however, that it shall not be necessary for the City to establish the funds and accounts created in Article VI hereof prior to the issuance of any Bonds.

Section 13.11. Codification. This Ordinance shall be forthwith codified in the Code of City Ordinances in the manner required by law.

[End of Article XIII]

Enacted by the City Council of the City of Columbia, South Carolina, this ____ day
of _____, 2018.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading: _____, 2018

Date of Second Reading: _____, 2018



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Legal Department

FROM: Shari Ardis, Legal Office Manager

SUBJECT: Ordinance No.: 2018-014 - A First Supplemental Ordinance Providing for the issuance and sale of City of Columbia, South Carolina, Stormwater System Revenue Bonds, in one or more series in the aggregate principal amount of not exceeding \$50,000,000, in order to finance various capital projects and improvements to the system, any necessary debt service reserves and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager or any two of them acting together to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters related thereto

PURPOSE: First reading approval was given on April 17, 2018.

FINANCIAL IMPACT:

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

ATTACHMENTS:

- **#a:** 2018-014 1st Supplemental Stormwater Revenue Bond 2018 (PDF)
- **#b:** 2018-014 1st Supplemental Stormwater Revenue Bond 2018 rev 5112018 (PDF)

HISTORY:

04/17/18

Columbia City Council

APPROVED ON FIRST READING

CITY OF COLUMBIA, SOUTH CAROLINA

ORDINANCE NO.: 2018-014

A FIRST SUPPLEMENTAL ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF CITY OF COLUMBIA, SOUTH CAROLINA, STORMWATER SYSTEM REVENUE BONDS, IN ONE OR MORE SERIES, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$50,000,000, IN ORDER TO FINANCE VARIOUS CAPITAL PROJECTS AND IMPROVEMENTS TO THE SYSTEM, ANY NECESSARY DEBT SERVICE RESERVES AND ISSUANCE COSTS; AUTHORIZING THE MAYOR, THE CITY MANAGER AND THE ASSISTANT CITY MANAGER FOR FINANCE AND ECONOMIC SERVICES, OR ANY TWO OF THEM ACTING TOGETHER, TO DETERMINE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2018

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

Section 1. Definitions.

The terms in this Section 1 and all words and terms defined in the General Bond Ordinance No. 2018-013 (the “General Bond Ordinance”) enacted by the City Council (the “Council”) of the City of Columbia, South Carolina (the “City”), contemporaneous with this First Supplemental Ordinance (such General Bond Ordinance as from time to time amended or supplemented by Supplemental Ordinances being defined in the Ordinance as the “Ordinance”) (except as herein otherwise expressly provided or unless the context otherwise requires) shall for all purposes of this First Supplemental Ordinance have the respective meanings given to them in the Ordinance and in Section 1 hereof.

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

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

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

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

“Business Day” shall mean, with respect to the New Bonds issued pursuant to this First Supplemental Ordinance, any day other than a Saturday, a Sunday or a day which shall be a legal holiday or a day on which banking institutions are authorized by law or executive order to close in the State or the state in which the respective offices of the Paying Agent and the Registrar are located.

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

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

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

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

“Depository” shall mean any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 15A of the Securities Exchange Act of 1934, as amended, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the New Bonds, and to effect transfers of the New Bonds, in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited-purpose trust company), New York, New York.

“General Bond Ordinance” shall mean Ordinance No. 2018-013 of the Council of the City enacted contemporaneous with this First Supplemental Ordinance.

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

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

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

“Interest Payment Date” shall mean February 1 and August 1 of each year commencing August 1, 2018, or as otherwise determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof.

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

“New Bonds” shall mean the City of Columbia, South Carolina, Stormwater System Revenue Bonds, in one or more series pursuant to Section 3 hereof, in the aggregate principal amount of not exceeding \$50,000,000, in order to finance the Costs of Acquisition and Construction of the New Projects, to fund deposits to the Series Debt Service Reserve Funds, if any, or otherwise satisfy the Series Reserve Fund Requirements, if any, applicable thereto as provided herein and to finance Costs of Issuance, authorized to be issued hereunder.

“New Projects” shall mean certain improvements to the System, including but not limited to any the following: replacements and improvements necessary to maintain current service levels and address prioritized flooding and water quality issues; retention and impervious surface projects, collection and conveyance improvements, stream restoration, and watershed planning; and such other improvements as the City may deem necessary or incidental to the System.

“Paying Agent” shall mean the bank, trust company or other financial institution selected by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to act as Paying Agent for the New Bonds.

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

“Registrar” shall mean the bank, trust company or other financial institution selected by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to act as Registrar for the New Bonds.

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

“Series Bond and Interest Redemption Fund” shall mean one or more Funds established pursuant to Section 7 hereof to provide for the payment of the principal of and interest on the Series of the New Bonds related thereto. Pursuant to Section 7, each Series Bond and Interest Redemption Fund shall be further identified or designated to relate to the specific Series of the New Bonds issued hereunder.

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

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

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

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

“Underwriter” shall mean Siebert Cisneros Shank & Co LLC, on behalf of itself and as representative of Loop Capital Markets LLC, as Underwriter.

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

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

Section 2. Certain Findings and Determinations.

The City hereby finds and determines:

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

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

(c) Subject to the following sentence, the Net Revenues pledged under the Ordinance are not encumbered by any lien and charge thereon or pledge thereof, other than the lien and charge thereon and pledge thereof created by the General Bond Ordinance and this First Supplemental Ordinance for the payment and security of the New Bonds.

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

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

(f) The estimated Costs of Acquisition and Construction of the New Projects (excluding Costs of Issuance) are approximately \$42,000,000 to be financed in part with the proceeds of the New Bonds.

(g) Article III of the General Bond Ordinance provides that one or more Series of Bonds may be issued for such purposes as may be permitted by the Act upon compliance with certain provisions of the General Bond Ordinance for the purposes of paying the Costs of Acquisition and Construction of one or more Projects authorized to be financed under the Act.

Bonds issued upon compliance with Section 3.2 and Section 3.3 of the General Bond Ordinance shall be issued on a parity as to the Net Revenues of the System in all respects *inter sese*.

(h) Subject to Section 8 hereof, if a Series Debt Service Reserve Fund is established hereunder with respect to a Series of the New Bonds, it shall secure only such Series of New Bonds, and the Series Reserve Fund Requirement (if any) will be satisfied through the deposit of cash (at such time as may be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 8 hereof), the purchase of a Surety Bond, the provision of a Letter of Credit or any combination of the foregoing, for the benefit of the Holders of the New Bonds.

(i) The New Bonds are being issued hereunder in an aggregate principal amount of not exceeding \$50,000,000, for one or more of the following purposes: (1) to improve and enlarge the System (i.e., the New Projects); (2) to fund the Series Debt Service Reserve Fund (if any) in an amount equal to the Series Reserve Fund Requirement (if funded upon the initial delivery of the Bonds) through the deposit of cash, the purchase of a Surety Bond, the provision of a Letter of Credit or any combination thereof, and (3) to pay the Cost of Issuance of the New Bonds.

(j) It is necessary and in the best interest of the City to undertake the New Projects and to issue the New Bonds in the aggregate principal amount of not exceeding \$50,000,000 in accordance with the Ordinance, the Act, and this First Supplemental Ordinance for the purposes and subject to the limitations set forth above, which New Bonds shall be issued on a parity with the Outstanding Parity Bonds.

Section 3. Authorization of New Bonds.

(a) There is hereby authorized to be issued one or more Series of Bonds designated “City of Columbia, South Carolina, Stormwater System Revenue Bonds, Series (year) [including such further words, numbers or letters as may be necessary or desirable to identify individual series thereof and the purpose for issuance]” (collectively, the “New Bonds”), in the aggregate principal amount of not exceeding \$50,000,000. The proceeds of the New Bonds shall be used for one or more of the purposes set forth in Section 2(i) hereof.

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

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

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

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

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

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

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

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

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Clerk

Section 4. Book-Entry System; Recording and Transfer of Ownership of the New Bonds.

The Initial Bonds will be eligible securities for the purposes of the Book-Entry System of transfer maintained by the Depository, and transfers of beneficial ownership of the Initial Bonds shall be made only through the Depository and its participants in accordance with rules specified by the Depository. Such beneficial ownership must be of \$5,000 principal amount of Initial Bonds of the same Series and maturity or any integral multiple of \$5,000.

The Initial Bonds will be issued in fully-registered form, as a single Bond representing the entire principal amount of each Series of the New Bonds or one New Bond for each of the maturities of each Series of the New Bonds, in the name of Cede & Co., as the nominee of the Depository. When any principal of, premium, if any, or interest on the Initial Bonds becomes due, the City shall transmit or cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of the Depository as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of the Depository shall be considered to be the owner of the Initial Bonds so registered for all purposes of this First Supplemental Ordinance, including, without limitation, payments as aforesaid and receipt of notices. The Depository shall remit such payments to the Beneficial Owners of the New Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to the Depository in accordance with the provisions of the General Bond Ordinance.

The Depository is expected to maintain records of the positions of Participants in the Initial Bonds, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners in the Initial Bonds. The City, the Registrar and the Paying Agent make no assurances that the Depository and its Participants will act in accordance with such rules or

expectations on a timely basis, and the City, the Registrar and the Paying Agent shall have no responsibility for any such maintenance of records or transfer of payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

The City, the Paying Agent and the Registrar may treat the Depository (or its nominee) as the sole and exclusive owner of the New Bonds registered in its name for the purpose of payment of the principal of, interest or premium, if any, on the New Bonds, giving any notice permitted or required to be given to Bondholders under the General Bond Ordinance or this First Supplemental Ordinance, registering the transfer of the New Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The City, the Paying Agent and the Registrar shall not have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the New Bonds under or through the Depository or any Participant, or any other person which is not shown on the Books of Registry of the City maintained by the Registrar as being a Bondholder, with respect to: the accuracy of any records maintained by the Depository or any Participant or the maintenance of any records; the payment by the Depository or any Participant of any amount in respect of the principal of, interest or premium, if any, on the New Bonds; the sending of any transaction statements; the delivery or timeliness of delivery by the Depository or any Participant of any notice which is permitted or required to be given to Bondholders thereunder; the selection of Bondholders to receive payments upon any partial redemption of the New Bonds; or any consent given or other actions taken by the Depository as a Bondholder.

If (a) the Depository determines not to continue to act as securities depository for the New Bonds, and gives reasonable notice to the Registrar or the City, or (b) the City has advised the Depository of the City's determination that the Depository is incapable of discharging its duties, then the City shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the City or the Registrar of the Initial Bonds together with an assignment duly executed by the Depository, the City shall execute and deliver to the successor depository, the New Bonds of the same principal amount, interest rate and maturity. If the City is unable to retain a qualified successor to the Depository, or the City has determined that it is in its best interest not to continue the Book-Entry System of transfer or that interests of the Beneficial Owners of the New Bonds might be adversely affected if the Book-Entry System of transfer is continued (the City undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the New Bonds by mailing an appropriate notice to the Depository, upon receipt by the City of the Initial Bonds together with an assignment duly executed by the Depository, the City shall execute, authenticate and deliver to the Depository Participants the New Bonds in fully-registered form, in authorized denomination; provided, however, that the discontinuation of the Book-Entry System of registration and transfer with respect to the New Bonds or the replacement of the Depository or any successor depository shall be subject to the applicable rules and procedures of the Depository or such successor depository on file or otherwise approved by the Securities and Exchange Commission.

Section 5. Optional Redemption of New Bonds.

Such of the New Bonds as may be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof shall be subject to redemption prior to maturity, at the option of the City upon the written direction of the City, in whole or in part at any time in such order of their maturities as the City shall determine and by lot within a maturity, at the respective redemption prices with respect to each New Bond, expressed as a percentage of principal amount of the New Bonds to be redeemed, as shall be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption.

Section 6. Payment of the New Bonds.

The New Bonds, together with the interest thereon, shall be payable, in such coin or currency of the United States of America which at the time of such payment is legal tender for public and private debts, solely from the Net Revenues of the System in accordance with the provisions of the Ordinance including this First Supplemental Ordinance. The New Bonds shall be issued on a parity with the pledge of Net Revenues securing the remaining Outstanding Parity Bonds, and shall be senior to the pledge thereof securing any Junior Bonds or any other charges, liens or encumbrances on the Net Revenues of the System, as contemplated by Section 6.11 of the General Bond Ordinance.

The New Bonds, and the interest thereon, shall not be a debt of the City, nor a charge, lien or encumbrance, legal or equitable, upon any property of the City or upon any income, receipts or revenues of the City other than such of the Net Revenues of the System as are hereby pledged to the payment thereof. No recourse shall be had for the payment of the New Bonds, or the interest thereon, or any part thereof, against the general fund of the City, nor shall the credit or taxing powers of the City be deemed to be pledged to the payment of the principal of and interest on the New Bonds. The full faith, credit and taxing powers of the State of South Carolina or of the City are not pledged to the payment of the principal of or the interest on the New Bonds, and the New Bonds shall never constitute an indebtedness of the City within the meaning of any State constitution provision (other than Article X, Section 14, Paragraph 10, of the South Carolina constitutional provision authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation.

Section 7. Establishment of Series Bond and Interest Redemption Fund.

In accordance with Section 6.7 of the General Bond Ordinance, the Series Bond and Interest Redemption Fund is hereby established on the date of the original delivery of the New Bonds and held by the City for the benefit of the Holders of the New Bonds; provided, however, that upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established for the payment of debt service on such Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the "Series Bond and Interest Redemption Fund" with respect to the related Series of New Bonds.

Section 8. Establishment of the Series Reserve Fund Requirement and Series Debt Service Reserve Fund.

In accordance with Section 6.8 of the Ordinance, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, may determine whether it is necessary or desirable to establish a Series Debt Service Reserve Fund for the benefit of the Holders of one or more Series of New Bonds (if any) and the amount and timing of funding of the Series Reserve Fund Requirement, and, if so, such Series Debt Service Reserve Fund shall be established on the date of the original delivery of such Series of New Bonds or funded from System Revenues over a period of time thereafter and held by the City, all as provided in the Ordinance; provided, however, that (1) upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established (if at all) for each Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the "Series Debt Service Reserve Fund" with respect to the related Series of New Bonds; and (2) in the event of any full or partial defeasance of a Series of New Bonds under Article X of the Ordinance, then the Series Reserve Fund Requirement established for such Series of New Bonds shall be recalculated based on the then Outstanding principal amount of such Series. If the Series Debt Service Reserve Fund is established, the Series Reserve Fund Requirement initially will be satisfied by the City by the deposit of cash into the Series Debt Service Reserve Fund (which may, as designated by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof, be funded from the proceeds of the New Bonds on the date of delivery thereof or from System Revenues thereafter), with the purchase of a Surety Bond, the provision of a Letter of Credit or any combination of the foregoing, in each case for the benefit of the Holders of the New Bonds.

Section 9. [Reserved]

Section 10. Designation of Bank, Custodian, Registrar and Paying Agent.

The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and empowered to select the Bank and Custodian under the General Bond Ordinance, and the Registrar and the Paying Agent, respectively, for the New Bonds, pursuant to Section 11 hereof. The Bank and Custodian, and the Registrar and the Paying Agent shall each signify its acceptance of its respective duties upon delivery of the New Bonds.

Section 11. Sale and Issuance of New Bonds; Official Statement; Collateral Agreements.

(a) The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and empowered to determine the original issue dates and initial Interest Payment Dates of each Series of the New Bonds; the aggregate principal amounts of the New Bonds, if less than authorized by this Ordinance, and each Series thereof (including the portions thereof to be issued on a taxable or tax-exempt basis and to be issued as “green bonds”, if any), authorized denominations thereof and the purposes of each Series thereof; the interest rates for each Series of the New Bonds; the New Bonds to be subject to mandatory and optional redemption; whether the Series Debt Service Reserve Fund will be established and funded with respect to each Series of the New Bonds and, if so, the manner and timing in which the Series Reserve Fund Requirement will be satisfied; the redemption prices of the New Bonds subject to optional redemption; the Bank and Custodian under the General Bond Ordinance; the Registrar and Paying Agent for each Series of the New Bonds; and any Underwriter’s or original issue discount or original issue premium at which each Series of the New Bonds will be sold.

(b) The Mayor and the City Manager, or either of them acting alone, are hereby authorized and empowered to enter into, on behalf of the City, one or more Bond Purchase Agreements to be dated the date of their respective execution. Upon the submission of such Bond Purchase Agreement by the Underwriter, the Mayor and the City Manager, or either of them acting alone, shall further determine that the respective Purchase Contract is fair and reasonable and in the best interest of the City; that the related Series of New Bonds shall be sold to the Underwriter upon the terms and conditions set forth in such Bond Purchase Agreements and upon the basis of the representations therein set forth, and that all conditions precedent to or concurrent with the acceptance of the Bond Purchase Agreements by the City have been met. The Council hereby approves the form of Bond Purchase Agreement attached hereto as Exhibit B, together with such amendments and modifications to the form thereof as the Mayor and the City Manager, or either of them acting alone, shall negotiate and approve, and authorizes and directs the Mayor and the City Manager, or either of them acting alone, to execute the Bond Purchase Agreements, as so modified and amended, and deliver such executed Bond Purchase Agreements to the Underwriter, such person’s execution and delivery of the Bond Purchase Agreements constituting conclusive evidence of his approval of the matters therein contained.

(c) The Council hereby ratifies and approves the form of Preliminary Official Statement relating to the New Bonds, in substantially the form attached hereto as Exhibit C, together with such amendments and modifications to the form thereof (the “Preliminary Official Statement”) as the Mayor and the City Manager, or either of them acting alone, shall negotiate and approve. The Mayor and the City Manager, or either of them acting alone, is hereby authorized to “deem final” one or more Preliminary Official Statements related to the New Bonds for purposes of complying with the requirements set forth in Rule 15c2-12 of the Securities and Exchange Commission, promulgated under the Securities Exchange Act of 1934, as amended.

(d) The Council hereby authorizes one or more Final Official Statements of the City to be dated of even date with the execution and delivery of the Bond Purchase Agreement

relating to the New Bonds, substantially in the form of the Preliminary Official Statement presented at this meeting, with such modifications as the Mayor and the City Manager, or either of them acting alone, approve, as well as any amendments or supplements thereto dated the date thereof (as so amended and supplemented, the “Final Official Statement”); the Mayor and the City Manager, or either of them acting alone, is hereby authorized and directed to execute copies of the Final Official Statement and deliver the same to the Underwriter, which execution and delivery shall be conclusive evidence of the approval of any such modifications; and the City hereby authorizes the use of the Preliminary Official Statement, the Final Official Statement, the Ordinance (including this First Supplemental Ordinance) and the information contained herein and therein in the connection with the public offering and sale of the New Bonds by the Underwriter.

(e) A copy of this First Supplemental Ordinance shall be filed with the minutes of the meeting at which this First Supplemental Ordinance was enacted.

(f) The Council hereby authorizes the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to negotiate the terms of and prepare investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the New Bonds, to prepare and solicit bids for providers of such agreements, and the Mayor and the City Manager, or either of them acting alone, are authorized to execute, in the name and on behalf of the City, all such agreements or written confirmations of any such investment arrangements and other documents as may be necessary in connection therewith.

(g) Notwithstanding the foregoing resolutions, the Mayor and the City Manager, or either of them acting alone, are hereby authorized and empowered to take such actions as may be necessary or desirable to sell the New Bonds (or any Series thereof) to one or more purchasers in a private offering or private placement transaction, and may prepare, negotiate, execute and deliver a purchase agreement (which may be, but is not required to be, in the form of the Bond Purchase Agreement, together with such amendments and modifications to the form thereof as the Mayor or City Manager shall negotiate and approve, such person’s execution and delivery thereof constituting conclusive evidence of his approval of the matters therein contained, or in another form satisfactory to the Mayor and City Manager, or either of them acting alone) with such purchasers and prepare, disseminate, execute and deliver requests for proposals, offering documents or private placement memoranda (which may be in the form of the Preliminary Official Statement, together with such amendments and modifications to the form thereof as the Mayor or City Manager shall negotiate and approve, such person’s execution thereof constituting conclusive evidence of his approval of the matters therein contained, or otherwise) and solicit interest and receive offers from purchasers to purchase one or more Series of New Bonds in a private offering or private placement transaction as may be required in connection therewith.

(h) The Council hereby authorizes and directs all of the officers and employees of the City to carry out or cause to be carried out all obligations of the City under the aforesaid Bond Purchase Agreement or purchase agreement and to perform such other actions as they shall consider necessary or advisable in connection with the issuance, sale and delivery of the New Bonds.

(i) The Council hereby ratifies, confirms and approves the actions of the City Manager and the Assistant City Manager for Finance and Economic Services heretofore undertaken, if any, with regard to applications for Surety Bonds, Letters of Credit, other credit enhancements, and liquidity arrangements relating to the New Bonds from municipal bond insurance companies or other financial institutions or in connection with the certification, verification or monitoring of the New Bonds or any portion thereof (or the New Projects) which are issued as “green bonds,” if any, and to enter into, execute and deliver on behalf of the City, such loan, insurance, reimbursement or guaranty or other agreements as shall be necessary and advisable, with advice of counsel, in connection with the transactions and other matters referred to herein; provided, however, that the representations and covenants contained in such agreements may be incorporated in this First Supplemental Ordinance as if fully set forth herein.

Section 12. Disposition of Proceeds of New Bonds and Certain Other Moneys.

The proceeds derived from the sale of any Series of the New Bonds, net of the original issue discount or original discount premium or both, and any Underwriter’s discount or fees payable to the purchasers thereof and the premium, if any, on the Surety Bonds, shall be deposited with the City and used for one or more of the following purposes:

(a) If the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, determine that a Series Debt Service Reserve Fund shall be established for a Series of New Bonds and the Series Reserve Fund Requirement shall be funded with a portion of the proceeds of a Series of the New Bonds, there shall be deposited with the City for deposit into such Series Debt Service Reserve Fund an amount equal to the Series Reserve Fund Requirement.

(b) The remainder of the proceeds of any Series of the New Bonds shall be deposited into the Series Construction Fund established in Section 13 hereof to pay Costs of Acquisition and Construction for the New Projects and Costs of Issuance for such Series of New Bonds.

The respective amounts specified in this Section 12 shall be determined by the City upon delivery of any Series of the New Bonds.

Section 13. Series Construction Fund.

There is hereby created and established the Series Construction Fund, which fund shall be held by a Bank; provided, however, that upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established for such Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the “Series Construction Fund” with respect to the related Series of New Bonds. The Series Construction Fund established for a particular Series of New Bonds shall be accounted for as a single fund, however the moneys on deposit therein may be held by one or more banks or other financial institutions designated by the City. The moneys on deposit in the Series Construction Fund shall be used and applied to pay the Cost of the Acquisition and Construction of the New Projects and all Costs of Issuance incidental to the issuance and sale of the New Bonds.

Moneys held for the credit of the Series Construction Fund shall be invested to the fullest extent practicable and reasonable, in Permitted Investments, maturing at such times and in such amounts as shall be required to provide moneys to make the payments required to be made from such Fund.

Withdrawals from the Series Construction Fund shall be made in the manner withdrawals from other funds of the City are made.

If after the payment in full of all costs of the New Projects and Costs of Issuance or after adequate provision has been made for such payment any moneys remain in the Series Construction Fund, such excess shall be paid into the related Series Bond and Interest Redemption Fund and shall be used only for the payment of the principal of and interest on the related Series of New Bonds or, in the alternative, to acquire Outstanding New Bonds at a price (exclusive of accrued interest) not exceeding the face amount thereof.

Section 14. Federal Tax Covenant.

The City hereby covenants and agrees with the Holders of the New Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the New Bonds to become includable in the gross income of the Holders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the New Bonds. The City further covenants and agrees with the Holders of the New Bonds that no use of the proceeds of the New Bonds shall be made which, if such use had been reasonably expected on the date of issue of the New Bonds would have caused the New Bonds to be “arbitrage bonds,” as defined in the Code; and to that end the City hereby shall:

- (a) comply with the applicable provisions of Sections 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as any of the New Bonds are Outstanding;
- (b) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

Section 15. Continuing Disclosure.

(a) The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement in the form attached hereto as Exhibit D (the “Continuing Disclosure Agreement”) with such changes as may be approved by the Mayor and the City Manager, or either of them acting alone, upon advice of counsel. Notwithstanding any other provision of the Ordinance or this First Supplemental Ordinance, failure of the City to comply with the provisions of the Continuing Disclosure Agreement shall not be considered an Event of Default under the Ordinance or this First Supplemental Ordinance. The Continuing Disclosure Agreement shall be executed by the Mayor and the City Manager, or either of them acting alone, prior to the delivery of the New Bonds.

(b) The City covenants, so long as and to the extent required pursuant to Section 11-1-85, Code of Laws of South Carolina 1976, as amended, to file with a central repository for availability in the secondary bond market when requested:

(i) an annual independent audit, within thirty (30) days of the City’s receipt of the audit; and

(ii) event specific information within thirty (30) days of an event adversely affecting more than five percent (5%) of the Revenues or the City’s tax base.

(c) The only remedy for failure by the City to comply with the Continuing Disclosure Agreement or the covenants included in paragraph (b) of this Section 15 shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an “Event of Default” under the Ordinance or this First Supplemental Ordinance. The Registrar and the Paying Agent shall have no responsibility to monitor the City’s compliance with the Continuing Disclosure Agreement or the covenants included in paragraph (b) of this Section 15, and the City specifically reserves the right to amend or delete its covenants in the Continuing Disclosure Agreement or in paragraph (b) of this Section 15 to reflect any change in Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, or federal law, as applicable, without the consent of the Registrar and the Paying Agent or the Registered Holders of any New Bond.

Section 16. Further Actions.

The Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services, the City Clerk and the City Attorney are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate issuance and sale of the New Bonds pursuant to the Bond Purchase Agreement, to elect to purchase the Surety Bonds and to carry out the intentions of this First Supplemental Ordinance.

Section 17. Headings.

The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this First Supplemental Ordinance.

Section 18. Notices.

All notices, certificates or other communications hereunder or under the Ordinance shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, or given when dispatched by telegram addressed as follows:

If to the City:

City of Columbia
1737 Main Street
Columbia, South Carolina 29217-0147
Attention: City Manager

The City may, by notice given to the other parties, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 19. Repeal of Inconsistent Ordinances and Resolutions.

All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this First Supplemental Ordinance are hereby repealed to the extent of such inconsistency.

Section 20. Effective Date.

This First Supplemental Ordinance shall become effective upon its enactment.

[Signature page follows]

Enacted by the City Council of the City of Columbia, South Carolina, this ____ day
of _____, 2018.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading: _____, 2018
Date of Second Reading: _____, 2018

EXHIBIT A

FORM OF NEW BOND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, New York, New York ("DTC") to the City of Columbia, South Carolina or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CITY OF COLUMBIA
STORMWATER SYSTEM REVENUE BOND
SERIES (YEAR)

REGISTERED

No. R-_____

Original
Issue Date

Maturity
Date

Interest
Rate

CUSIP

_____ 1, 2018

(As set forth in Schedule A)

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: \$_____

The City of Columbia, South Carolina (the "City"), is justly indebted and, for value received, hereby promises to pay to the Registered Holder (named above), or registered assigns, but solely from the Net Revenues hereinafter mentioned and not otherwise, the Principal Amount shown above on the Maturity Date shown above (unless the within Bond shall be subject to prior redemption and shall have been duly called for previous redemption and payment of redemption price made or provided for), upon presentation and surrender of this Bond at the principal office of _____, as paying agent (the "Paying Agent") in _____, and to pay interest, but solely from the Net Revenues hereinafter mentioned and not otherwise, on such principal amount from the date hereof at the Interest Rate per annum shown above until this Bond matures. Interest on this Bond is payable (calculated on the basis of a 360-day year comprised of twelve 30-day months) on _____, and semiannually thereafter on February 1 and August 1 of each year, until this Bond matures, and shall be payable by wire transfer to the registered holder owning at least \$1,000,000 aggregate principal amount of the Bonds to an account within the continental United States or by check or draft mailed to the person in whose name this Bond is registered on the registration books of the City maintained by

_____ (the "Registrar"), in _____, at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by wire transfer, check or draft as set forth above.

THIS BOND HAS BEEN ISSUED UNDER THE PROVISIONS OF TITLE 6, CHAPTER 21, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION. THIS BOND AND THE BONDS OF THE SERIES OF WHICH IT IS ONE SHALL NOT CONSTITUTE A DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE AFORESAID NET REVENUES OF THE SYSTEM (AS DEFINED HEREIN) PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THIS BOND OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

This Bond shall not be entitled to any benefit under the Bond Ordinance (hereinafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

This Bond is one of an authorized series of Bonds (as defined in the Bond Ordinance) of the aggregate principal amount of _____ (\$_____) of like date of original issue, tenor and effect, except as to number, date of maturity, principal amount, date of authentication, registered holder, redemption provisions and rate of interest, issued by the City for the purpose of making certain improvements, enlargements and extensions to the City's Water and Sewer System (the "System"). This Bond and the series of Bonds of which it is one are authorized to be issued and are issued under, pursuant to and in full compliance with the Constitution and statutes of the State of South Carolina, including particularly Article X, Section 14(10) of the South Carolina Constitution and Title 6, Chapter 21 of the Code of Laws of South Carolina, 1976, as amended (collectively the "Act"). This Bond and the series of Bonds of which it is one are also authorized to be issued and are issued under and pursuant to General Bond Ordinance No. 2018-013 of the City Council of the City (the "Council") enacted on _____, 2018, as amended (as so amended, the "General Bond Ordinance"), and as supplemented by the First Supplemental Ordinance No. 2018-014 of the Council enacted on _____, 2018 (the "First Supplemental Ordinance," and together with the General Bond Ordinance, the "Bond Ordinance"), under the Act which Bond Ordinance has been duly codified and indexed as prescribed by law.

The Bond Ordinance contains provisions defining terms, including the properties comprising the System; sets forth the revenues pledged for the payment of the principal of and interest on this Bond and the Bonds of other series which may hereafter be issued on a parity herewith under the Bond Ordinance; sets forth the nature, extent and manner of enforcement of the security of this Bond and of such pledge, and the rights and remedies of the holder hereof with respect thereto; sets forth the terms and conditions upon which and the extent to which the Bond Ordinance may be altered, modified and amended; sets forth the terms and conditions upon which this Bond is issued upon which other bonds may be hereinafter issued payable as to principal, premium, if any, and interest on a parity with this Bond and equally and ratably secured herewith; sets forth the rights, duties and obligations of the City thereunder; and sets forth the terms and conditions upon which the pledge made in the Bond Ordinance for the security of this Bond and upon which the covenants, agreements and other obligations of the City made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth in the Bond Ordinance. Reference is hereby made to the Bond Ordinance to all of the provisions of which any holder of this Bond by the acceptance hereof thereby assents. The provisions of the Act and the Bond Ordinance shall be a contract with the holder of this Bond.

This Bond and the series of Bonds of which it is one and the interest thereon are special obligations of the City and are secured by and payable solely from, and secured equally and ratably by a pledge of and lien upon, the Net Revenues (as defined in the General Bond Ordinance) derived by the City from the System; and on a parity with any Series of Bonds (as defined in the General Bond Ordinance) which may be hereafter issued under the General Bond Ordinance payable from such Net Revenues on a parity and equally and ratably secured therewith.

This Bond and the series of Bonds of which it is one maturing on or prior to February 1, ____, shall not be subject to redemption prior to their stated maturities. This Bond and the series of Bonds of which it is one maturing on or after February 1, ____, shall be subject to redemption prior to maturity, at the option of the City, on and after February 1, ____, in whole or in part at any time in such order of their maturities as the City shall determine and by lot within a maturity, at the redemption prices with respect to each Bond, expressed as a percentage of the principal amount to be redeemed, as set forth below, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption:

<u>Period During Which Redeemed (both dates inclusive)</u>	<u>Redemption Prices</u>
--	------------------------------

If less than all the Bonds of the series of which this Bond is one of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event this Bond is redeemable, as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this Bond and specifying the redemption date and the premium payable upon such redemption, shall be given by the Registrar by first class mail, postage prepaid, to the registered owner thereof not less than thirty (30) days and not more than sixty (60) days prior to the redemption date at the last address appearing upon the registration books of the City. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.

The Bonds of the series of which this Bond is one maturing in the year ____ shall be retired by sinking fund installments which shall be accumulated in the Series Bond and Interest Redemption Fund (as defined in the First Supplemental Ordinance) in amounts sufficient to redeem on February 1 of each year, at a redemption price equal to the principal amount of the Bond or Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, the principal amount of such Bonds specified for each of the years shown below:

<u>Year</u>	<u>Principal Amount</u>
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The Bonds of the series of which this Bond is one maturing in the year ____ shall be retired by sinking fund installments which shall be accumulated in the Series Bond and Interest

Redemption Fund in amounts sufficient to redeem on February 1 of each year, at a redemption price equal to the principal amount of the Bond or Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, the principal amount of such Bonds specified for each of the years shown below:

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

This Bond is transferable, as provided in the Bond Ordinance, only upon the books of the City kept for that purpose at the principal office of the Registrar by the registered owner in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, rate of interest and maturity shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance. The City, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption premium, if any, hereof and interest due hereon and for all other purposes.

To the extent and in the manner permitted by the terms of the Bond Ordinance, the provisions of this Bond or of the Bond Ordinance, or any ordinance amendatory thereof or supplemental thereto, may be amended or modified by the City with the written consent of the holders of at least sixty-six and two-thirds percent (66-2/3%) in principal amount of the Bonds of the series of which this Bond is one then outstanding under the Bond Ordinance (including the Bonds of the series of which this Bond is one); provided, that no such amendment or modification shall permit a change in the date of maturity of any installment of principal hereof or date of optional or mandatory redemption of any Bond or the date of payment of interest thereon or a reduction in the principal amount or redemption price thereof or rate of interest thereon without the

consent of the holder of each such Bond affected thereby, or shall reduce the percentage of the principal amount of Bonds, the consent of the holders of which is required by the Bond Ordinance to effect such an amendment or modification.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and statutes of the State of South Carolina to exist, to happen and to be performed precedent to and in the issuance of this Bond, do exist, have happened and have been performed in due time, form and manner as required by law; that the series of which this Bond is a part does not exceed any constitutional or statutory limitation of indebtedness; and that provision has been made for the payment of the principal of and interest on this Bond and the series of which it is a part, as provided in the Bond Ordinance.

IN WITNESS WHEREOF, the City of Columbia, South Carolina, has caused this Bond to be executed in its name by the manual/facsimile signature of the Mayor of the City and attested by the manual/facsimile signature of the Clerk of the City under the seal of the City impressed, imprinted or reproduced hereon.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

(FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION)

This Bond is one of the Bonds described in the within-mentioned Bond Ordinance of City of Columbia, South Carolina.

_____,
Registrar

Dated: _____

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

(Authorized Officer)

Notice: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

Notice: The signature to the assignment must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the
entireties

_____ Bank _____
(Cust) (Minor)
under Uniform Gifts to
Minors Act _____
(State)

JT TEN - as joint tenants with
right of survivorship
and not as tenants in common

Additional abbreviations may also be used though not in above list.

CERTIFICATE

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

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Clerk

SCHEDULE A

\$ _____

City of Columbia, South Carolina
 Stormwater System Revenue Bonds,
 Series (year)

Maturity
(February 1)

Principal
Amount

Interest
Rate

CUSIP
Number

EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

PURCHASE CONTRACT
RELATED TO:\$[]
CITY OF COLUMBIA, SOUTH CAROLINA
STORMWATER SYSTEM REVENUE BONDS
SERIES 2018

May [], 2018

The Honorable Mayor and Members of City Council
City of Columbia
1737 Main Street
Columbia, South Carolina 29201

The undersigned, Siebert Cisneros Shank & Co., L.L.C., on behalf of itself and as representatives of Loop Capital Markets, as Underwriters (collectively, “Underwriter”), offers to enter into this Purchase Contract with the City of Columbia, South Carolina (“City”), which, upon the acceptance of this offer and the execution of this Purchase Contract by the City, shall be in full force and effect in accordance with its terms and shall be binding upon the City and the Underwriter. This offer is made subject to your acceptance of this Purchase Contract on or before 11:59 p.m. local (City of Columbia) time, on [], 2018, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to your office at any time prior to the acceptance hereof by you. All terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Preliminary Official Statement (defined below) or the Ordinance (defined below).

1. ***Offer and Sale of Bonds.*** Upon the terms and conditions and upon the basis of the representations and warranties hereinafter set forth, the Underwriter hereby agrees to purchase from the City aggregate principal amount \$[] City’s Stormwater System Revenue Bonds, Series 2018 (“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 aggregate original issue premium 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. 2018-13 enacted by the City Council of the City (“City Council”) on May 1, 2018 (“Bond Ordinance”), as amended and supplemented, including as amended and supplemented by the First Supplemental Ordinance No. 2018-14, enacted by the City Council on May 1, 2018 (together with “Bond Ordinance,” as so amended and supplemented, “Ordinance”).

Proceeds of the Bonds will be used to (i) fund certain improvements, extensions and enlargements to the Stormwater 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 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 [], 2018 (“Preliminary Official Statement”). As of its date, the Preliminary Official Statement has been “deemed final” by the City for purposes of Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934 except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds and delivery dates of the Bonds. Within seven business days of the date hereof and, in any event, in sufficient time to accompany confirmations requesting payment from customers, the City agrees to supply to the Underwriter a final Official Statement executed by the City (“Official Statement”) and in a sufficient quantity to comply with Rule 15c2-12(b)(1) and the rules of the Municipal Securities Rulemaking Board (“MSRB”) and to ensure a copy of the Official Statement is placed on <http://emma.msrb.org/> in such a way as to assist the Underwriter in complying with MSRB Rule G-32. The City hereby consents to and ratifies the use by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the public offering of the Bonds.

4. **Offering.** The Underwriter intends to make an initial bona fide public offering of all the Bonds at not in excess of the public offering price or prices (nor lower than the yield or yields) set forth in Exhibit A hereto and may subsequently change such offering price or prices (or yield or yields) without any requirement of prior notice to the City. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others, as stated in Paragraph 1 above, at prices lower than the public offering price or prices stated.

5. **Representations and Warranties of the City.** The City hereby represents and warrants to the Underwriter that:

- (a) The City is a municipal corporation existing under the laws of the State of South Carolina.
- (b) The City is authorized by the laws of the State of South Carolina, including particularly the Enabling Act, to enact the Ordinance, to issue the Bonds, to enter into this Purchase Contract and to secure the Bonds in the manner contemplated by the Ordinance.
- (c) The City has full power and authority to consummate the transactions contemplated by this Purchase Contract, the Bonds, the Ordinance, the Official Statement and as otherwise set forth herein.
- (d) The Official Statement, as of its date, will be a final official statement as such term is defined in Rule 15c2-12(b)(1).
- (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 SEC Rule 15c2-12(b)(1) except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and

mandatory redemption provisions, sources and uses of funds and delivery dates of the Bonds; the City has reviewed the Preliminary Office 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 “INTRODUCTION—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 the “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 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 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 Rule 15c2-12) will not occur on the Closing Date and (2) the date on which notice is given to the City by the Underwriter in accordance with the following sentence. In the event that the Underwriter has given notice to the City pursuant to clause (1) that the "End of the Underwriting Period" (for purposes of Rule 15c2-12) will not occur on the Closing Date, the Underwriter agrees to notify the City in writing as soon as practicable of the "End of the Underwriting Period" (for purposes of Rule 15c2-12).

(m) Between the time of the City's acceptance hereof and the Closing, except with respect to the Bonds, the City will not have executed or issued any bonds or notes or incurred any other obligations for borrowed money, in each case, which are payable from, or secured by a pledge of, the Net Revenues of the System on a parity with the pledge thereof securing the Bonds, and there will not have been any adverse change of a material nature in the financial position, method of operation, or personnel of the System.

(n) Except as otherwise disclosed in the Preliminary Official Statement, the City is in material compliance with the City's undertakings, as provided under Rule 15c2-12 and 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 [], 2018, or at such other time or such other date as shall have been agreed upon by the City and Underwriter, the City will deliver, or cause to be delivered, to the Underwriter the Bonds, in fully registered form, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds to the City in Federal or other immediately available funds. Time shall be of the essence, and delivery at the time and place specified pursuant to this Purchase Contract is a further condition to the obligations of the Underwriter hereunder.

Payment and delivery of the Bonds as aforesaid shall be made at the offices of the City, or at such other place as the City and the Underwriter agree upon, provided, however, that the Bonds will be physically delivered to DTC in New York, New York, or pursuant to arrangements with DTC, to [], as 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 [], 2018, or on such other date agreed upon by the City and the Underwriter.

7. **Closing Conditions.** The Underwriter's obligation to purchase the Bonds at the Closing is subject to the following conditions which must be performed in a timely fashion as set forth herein: (i) the performance by the City of its obligations to be performed hereunder and (ii) the following conditions, including the delivery by the City of such documents as are enumerated herein in form and substance reasonably satisfactory to the Underwriter:

(a) At the time of Closing, (i) the Official Statement shall not have been amended, modified or supplemented except as may be agreed to by the Underwriter, and the Ordinance shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, (ii) the proceeds of the sale of the Bonds shall be applied as described in the Official Statement, (iii) all official action of the City related to the Bonds shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, and (iv) the City shall have duly enacted and there shall be in full force and effect such proceedings as, in the opinion of McNair Law Firm, P.A. and Johnson, Toal & Battiste, P.A., 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 Rule 15c2-12 under the 1934 Act.

(e) At or prior to the Closing, the Underwriter shall receive one executed original of the following documents, unless otherwise indicated:

(i)(A) the unqualified approving opinions of 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, Counsel to the City, addressed to the City and the Underwriter, dated the date of Closing in substantially the form attached hereto as Exhibit D;

(v) evidence satisfactory to the Underwriter that the Bonds have been rated “[]” by Moody’s Investors Service, Inc. (“Moody’s”) and “[]” by Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business (“Standard & Poor’s”);

(vi) a certified copy of the Ordinance;

(vii) a copy of the Official Statement executed on behalf of the City by a duly authorized official of the City;

(viii) an executed copy of the Disclosure Dissemination Agent Agreement dated the date of Closing, between the City and Digital Assurance Certification, L.L.C.;

(ix) the opinions of Parker Poe Adams & Bernstein LLP, and the Starkes Law Firm, LLC, Co-Counsel to the Underwriter, addressed to the Underwriter and dated the date of Closing in substantially the forms attached hereto as Exhibit E;

(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 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 [], 2018, or such alternative date as the parties may mutually establish, this Purchase Contract shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations to pay expenses to the extent applicable, as provided in Paragraph 13 hereof, shall continue in full force and effect.

The delivery of any certificate that is required to be delivered in accordance with this Purchase Contract shall be deemed to have been made if the terms of that certificate are included to the satisfaction of the Underwriter within any one certificate or any number of other certificates delivered or caused to be

delivered by the party responsible for delivery.

8. **Issue Price Certificate.** At the Closing, contemporaneously with the receipt of the Bonds, the Underwriter will deliver to the City a receipt therefor and a certificate as to issue price of the Bonds confirming their reasonable expectations regarding the representations set forth in Paragraph number 4 hereof and as to such other matters reasonable required in order to enable 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 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 Underwriters and any other experts or consultants retained by the City, including the City's Counsel, financial advisor, independent engineers, accountants, consultants and the charges of Moody's and Standard & Poor's; and (d) fees and costs of the Registrar/Paying Agent.

The Underwriter shall pay (a) all advertising expenses in connection with the public offering of the Bonds; (b) all expenses incurred by it in connection with its public offering and distribution of the Bonds, including, but not limited to, the fees and disbursements of any counsel retained by them (other than fees and disbursements of Co-Counsel to the Underwriters described in paragraph 13); and (c) the cost of preparing and printing the blue sky and legal investment memoranda and the disbursements for filing fees in connection with the aforesaid blue sky and legal investment memoranda.

14. **Covenants of the City.** The City agrees:

(a) To deliver promptly to the Underwriter such number of conformed copies of the Official Statement (and any amended or supplemented Official Statement) and the Ordinance as the Underwriter may reasonably request;

(b) Not to supplement or amend, or cause to be supplemented or amended, the Official Statement or the Ordinance from the date of this Purchase Contract through the 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 effect the exemption from federal income taxation of interest on the Bonds under the Internal Revenue Code of 1986, as amended; and

(g) Not to take or omit to take any action which action or omission will in any way cause the proceeds of the Bonds to be applied in a manner contrary to that described in the Ordinance or the Official Statement.

15. **Notices.** Any notice or other communication to be given to the City under this Purchase Contract may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to Siebert Cisneros Shank & Co., L.L.C, 535 Griswold Street, Suite 2250, Detroit, MI 48226, Attention: Suzanne Shank.

16. ***Establishment of Issue Price.***

(a) The Underwriters 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 Special Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

[Except as otherwise set forth in the Schedule attached to Exhibit G, t]The City will treat the first price at which 10% of each maturity of the Bonds (“10% test”) is sold 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 Agreement, the Underwriter shall report to the City the price or prices at which the Underwriter has sold 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.

[Schedule attached to Exhibit G and subsection (c), below, apply only if the Underwriter agrees to apply the hold-the-offering-price rule, as described below.]

The Underwriter confirms is has offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (“initial offering price”), or at the corresponding yield or yields, set forth in Schedule attached to Exhibit G, except as otherwise set forth therein. The Schedule attached to Exhibit G also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter, agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (“hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

the close of the fifth business day after the sale date; or

the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth business day after the sale date.

The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

The Underwriter confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Underwriter is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the related pricing wires, and

(ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the related pricing wires.

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 Agreement 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: SIEBERT CISNEROS SHANK & CO., L.L.C., on
behalf of itself and as representative of Loop Capital
Markets

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 2018]

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

MATURITY		INTEREST				
<u>(FEB. 1)</u>	<u>AMOUNT(\$)</u>	<u>RATE(%)</u>	<u>YIELD(%)</u>	<u>PRICE(%)</u>	<u>CUSIP</u>	

Redemption

[Optional Redemption]

[Mandatory Redemption]

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 each Term Bond which is 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 Bond which, prior to such date, has 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 Bond to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT B

Form of Supplemental Bond Counsel Opinion

[], 2018

EXHIBIT C**GENERAL CERTIFICATE OF THE CITY OF COLUMBIA
REQUIRED BY SECTION 7(e)(ii) OF THE PURCHASE CONTRACT**

Pursuant to Section 7(e)(ii) of the Purchase Contract dated [], 2018 (“Purchase Contract”), between the City of Columbia, South Carolina (“City”) and Siebert Cisneros Shank & Co., L.L.C., on behalf of itself and as representative of Loop Capital Markets, 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 [], 2018 (“Official Statement”), relating to the aggregate principal amount \$[] City of Columbia, South Carolina Stormwater System Revenue Bonds, Series 2018 (“Bonds”), or the validity, due authorization and execution of the Purchase Contract, the Disclosure Dissemination Agent Agreement dated [], 2018, between the City and Digital Assurance Certification, L.L.C., or any agreement or instrument to which the City is a party or which is used or contemplated for use in the consummation of the transactions contemplated by the Purchase Contract or by the Official Statement, (B) the federal tax-exempt status of the interest component on the Bonds, (C) the exemption of the interest component on the Bonds from taxation as described in Paragraph 5(j) of the Purchase Contract, (D) the organization, existence or powers of the City or the title of the Mayor or any of the members of the City Council or any officers of the City except as set forth in the Official Statement, or (E) the business, properties or assets or the condition, financial or otherwise, of the City.
3. The information with respect to the City contained in the Official Statement, relating to the Bonds, is, as of its date, true and correct in all material respects. The information with respect to the City contained in the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, and there has not been any material adverse change in the financial condition or operations of the City since the date of the Official Statement which has not been brought to the attention of the Underwriter in writing prior to the date hereof.
4. To the best of the knowledge and belief of the City, the City reasonably expects as of the date hereof that the proceeds of the Bonds will be used as provided in the Official Statement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate in the name and on behalf of the City as of [], 2018.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Manager

EXHIBIT D

[Form of Opinion of the City Attorney]

[], 2018

EXHIBIT E**Form of Underwriter's Counsel Opinion**

[], 2018

Siebert Cisneros Shank & Co., L.L.C.
New York, NY

Loop Capital Markets
Atlanta, GA

\$[]
City of Columbia, South Carolina
Stormwater System Revenue Bonds
Series 2018

Ladies and Gentlemen:

We have acted as counsel to Siebert Cisneros Shank & Co., L.L.C., on behalf of itself and as representatives of Loop Capital Markets, as underwriters (collectively "Underwriter") in connection with the purchase of the referenced bonds ("Bonds") pursuant to a Purchase Contract, dated [], 2018 ("Purchase Contract"), between the Underwriter and the City of Columbia, South Carolina ("City"). This opinion is delivered to you pursuant to Section 7(e)(ix) of the Purchase Contract. Each capitalized term not otherwise defined in this letter has the meaning assigned to that term in the Purchase Contract.

We have, as your counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such other documents, legal opinions, instruments or records, and have made such investigation of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed for the purpose of this opinion.

In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement, dated [], 2018 ("Official Statement"), and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as your counsel, we met in conferences with your representatives and representatives of the City, counsel to the City, McNair Law Firm, P.A. as bond counsel, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in these conferences, and in reliance on these conferences and on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of you as the Underwriter on this matter, no information came to the attention of the attorneys in our firm rendering legal services in connection with your representation that caused us to believe that the Official Statement as of its date and as of the date of this letter (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning The Depository Trust Company and the book-entry system for the Bonds contained or incorporated by reference in the Official Statement and its Appendices, which we expressly

exclude from the scope of this sentence) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Furthermore, we are of the opinion that in connection with the offering and sale of the Bonds, the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and no indenture with respect to the Bonds is required to be qualified pursuant to the Trust Indenture Act of 1939, as amended.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinions expressed above are rendered solely for your benefit in connection with the issuance of the Bonds. These opinions may neither be relied on by you for any other purpose nor be furnished to, used, circulated, quoted or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinions expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

PARKER POE ADAMS & BERNSTEIN LLP

[], 2018

Siebert Cisneros Shank & Co., L.L.C.
New York, NY

Loop Capital Markets
Atlanta, GA

\$[]
City of Columbia, South Carolina
Stormwater System Revenue Bonds
Series 2018

Ladies and Gentlemen:

We have acted as co-counsel, with Parker Poe Adams & Bernstein LLP, to Siebert Cisneros Shank & Co., L.L.C., on behalf of itself and as representative of Loop Capital Markets, as underwriters (collectively “Underwriter”) in connection with the purchase of the above referenced bonds (“Bonds”) pursuant to a Purchase Contract, dated [], 2018 (“Purchase Contract”), between the Underwriter and the City of Columbia, South Carolina (“City”). This opinion is delivered to you pursuant to Section 7(e)(ix) of the Purchase Contract. Each capitalized term not otherwise defined in this Letter has the meaning assigned to that term in the Purchase Contract.

We have, as your counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such other documents, legal opinions, instruments or records, and have made such investigation of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed for the purpose of this opinion.

In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement, dated [], 2018 (“Official Statement”), and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as your counsel, we met in conferences with your representatives and representatives of the City, counsel to the City, McNair Law Firm, P.A. and Johnson, Toal & Battiste, P.A., as co-bond counsel, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in these conferences, and in reliance on these conferences and on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of you as the Underwriter on this matter, no information came to the attention of the attorneys in our firm rendering legal services in connection with your representation that caused us to believe that the Official Statement as of its date and as of the date of this letter (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning The Depository Trust Company and the book-entry

system for the Bonds contained or incorporated by reference in the Official Statement and its Appendices, which we expressly exclude from the scope of this sentence) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Furthermore, we are of the opinion that in connection with the offering and sale of the Bonds, the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and no indenture with respect to the Bonds is required to be qualified pursuant to the Trust Indenture Act of 1939, as amended.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinions expressed above are rendered solely for your benefit in connection with the issuance of the Bonds. These opinions may neither be relied on by you for any other purpose nor be furnished to, used, circulated, quoted or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinions expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

STARKES LAW FIRM

EXHIBIT F

Form of Special Environmental Counsel Opinion

[], 2018

EXHIBIT G
FORM OF UNDERWRITER'S CERTIFICATE

[Per Bond Counsel: If Siebert does not meet the 10% test, then Seibert would need to hold the price and that would be the issue price certificate used. For purposes of the draft BPA, we have included alternative certificates. The ultimate certificate used will be based on Bond Counsel's determination at the conclusion of pricing based on actual selling conditions.]

UNDERWRITER'S CERTIFICATE
\$[]
CITY OF COLUMBIA, SOUTH CAROLINA
STORMWATER SYSTEM REVENUE BONDS
SERIES 2018

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Siebert Cisneros Shank & Co., L.L.C., on behalf of itself and as representatives of Loop Capital Markets, 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 General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A ("Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, the Underwriter has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement and based on representations by the members of the Underwriter, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on

the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which the Underwriting Group has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *City* means City of Columbia, South Carolina.

(e) *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.

(f) *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.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [], 2018.

(h) *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 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 [Tax Certificate] 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.

SIEBERT CISNEROS SHANK & CO., L.L.C.,

By: _____

Name: Suzanne Shank, Chairwoman & CEO

Dated: [] 2018

SCHEDULE A**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES***(Attached)*

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Siebert Cisneros Shank & Co., L.L.C., on behalf of itself and as representatives of Loop Capital Markets, 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 Series 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.

SIEBERT CISNEROS SHANK & CO., L.L.C.,

By: _____
Name: Suzanne Shank, Chairwoman & CEO

Dated: [], 2018

SCHEDULE A
SALE PRICES
(Attached)

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT



PRELIMINARY OFFICIAL STATEMENT DATED MAY [], 2018

NEW ISSUE

BOOK-ENTRY-ONLY

RATINGS:

Moody's: []

Standard & Poor's: []
(see "RATINGS")

In the opinion of McNair Law Firm, P.A., Co-Bond Counsel, assuming continued compliance by the City with the provisions of the Internal Revenue Code of 1986, as amended, as described herein, interest on the 2018 Bonds is excludable from gross income for federal income tax purposes under existing laws, regulations, rulings and judicial decisions. Interest on the 2018 Bonds is not an item of tax preference in computing the alternative minimum tax. The 2018 Bonds and the interest thereon will also be exempt from all State, county, municipal, school district and other taxes or assessments imposed within the State of South Carolina, except estate, transfer and certain franchise taxes.



\$50,000,000* CITY OF COLUMBIA, SOUTH CAROLINA STORMWATER SYSTEM REVENUE BONDS SERIES 2018

Dated: Delivery Date

Due: February 1, as shown on inside cover

The City of Columbia, South Carolina ("City"), Stormwater System Revenue Bonds, Series 2018 ("2018 Bonds"), are issuable in fully-registered form and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), to which payments of principal, redemption premium, if any, and interest on the 2018 Bonds will be made. Individual purchases will be made in book-entry-only form, in denominations of \$5,000 or any integral multiple thereof. So long as Cede & Co., as partnership nominee of DTC, is the registered owner of the 2018 Bonds, references herein to holders or registered owners of the 2018 Bonds means Cede & Co., and shall not mean the beneficial owners of the 2018 Bonds. Interest on the 2018 Bonds shall be payable on each February 1 and August 1 commencing August 1, 2018, until maturity or prior redemption. Principal on the 2018 Bonds will be payable in the years and amounts shown on the inside cover hereof. All capitalized terms used on this cover, and not otherwise defined, are defined herein.

The 2018 Bonds are being issued under the authority of the Constitution and laws of the State, including Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended, and the General Bond Ordinance No. 2018-13, enacted by the City Council, the governing body of the City ("City Council"), on May 1, 2018, as supplemented by the First Supplemental Ordinance No. 2018-14, enacted by the City Council on May 1, 2018 (as so supplemented, collectively, "Ordinance").

The 2018 Bonds are being issued for the purposes of (i) funding certain improvements, extensions and enlargements to the stormwater system of the City ("System"); and (ii) paying the costs incurred in connection with the issuance of the 2018 Bonds.

The 2018 Bonds, including the interest thereon, are payable solely from the Net Revenues of the System and are secured by a pledge of and lien on the Net Revenues thereof. **[THERE WILL BE NO DEBT SERVICE RESERVE FUND ESTABLISHED FOR OR FUNDED WITH THE PROCEEDS OF THE 2018 BONDS.]**

[THE 2018 BONDS WILL BE SUBJECT TO OPTIONAL AND MANDATORY REDEMPTION PRIOR TO MATURITY AS DESCRIBED HEREIN.]

THE 2018 BONDS DO NOT CONSTITUTE INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION. THE 2018 BONDS SHALL NOT CONSTITUTE DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, ON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE NET REVENUES OF THE SYSTEM PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE 2018 BONDS OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE 2018 BONDS.

SIEBERT CISNEROS SHANK & CO., L.L.C.

LOOP CAPITAL MARKETS

The 2018 Bonds are offered when, as and if issued and delivered by the City, subject to the final approving opinions of McNair Law Firm, P.A., Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, Co-Bond Counsel. Certain legal matters will be passed on for the City by the City Attorney, Teresa A. Knox, Esquire, and for the Underwriters by their co-counsel, Parker Poe Adams & Bernstein LLP, Columbia, South Carolina, and The 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 2018 Bonds. It is expected that the 2018 Bonds will be available for delivery through the facilities of DTC, on or about June [], 2018.

This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors should read the entire Official

Statement to obtain information essential to the making of an informed investment decision. The City deems the Preliminary Official Statement to be final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12 ("Rule"), except for information which may be omitted pursuant to the Rule.

This Official Statement is dated June [], 2018.

2018 BONDS MATURITY SCHEDULE

\$[] Serial Bonds

MATURITY (FEB. 1)	AMOUNT(\$)	INTEREST RATE(%)	YIELD(%)	PRICE(%)	CUSIP ¹
----------------------	------------	---------------------	----------	----------	--------------------

\$[] []% Term Bond, due February 1, 20[]; Yield: []%; Price []%^c; CUSIP: []

^cPriced to the call date of February 1, 202[]

¹Copyright 2018, American Bankers Association. CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services (CGS), which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. This information is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP numbers have been assigned by an independent company not affiliated with the Corporation or the Underwriter and are included solely for the convenience of the registered owners of the applicable 2018 Bonds. Neither the City nor the Underwriters are responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the applicable 2018 Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the execution and delivery of the 2018 Bonds as a result of various subsequent actions including, but not limited to, a prepayment in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the 2018 Bonds. It is anticipated that a CUSIP identification number ("CUSIP") will be printed on each 2018 Bond, but neither the failure to print this number on any 2018 Bond nor any error with respect to that CUSIP constitutes cause for failure or refusal by the purchaser of that 2018 Bond to accept delivery of and pay for that 2018 Bond according to the terms of the purchaser's proposal. All expenses regarding printing CUSIPs on the 2018 Bonds shall be paid for by the 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 2018 Bonds identified on the cover. No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representations must not be relied on as having been authorized by the City. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall not be any sale of the 2018 Bonds by any person in any jurisdiction in which it is unlawful to make such offer, solicitation or sale. THE INFORMATION AND EXPRESSIONS OF OPINION IN THIS OFFICIAL STATEMENT ARE SUBJECT TO CHANGE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE UNDER SUCH DOCUMENT SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE SYSTEM.

Information in this Official Statement has been obtained by Siebert Cisneros Shank & Co., L.L.C. ("Siebert"), on behalf of themselves and as representative of Loop Capital Markets ("Loop"), 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.

[], as Registrar and Paying Agent, has not provided, or undertaken to determine the accuracy of, any of the information contained in this Official Statement and makes no representation or warranty, express or implied, as to (i) the accuracy or completeness of such information, (ii) the validity of the 2018 Bonds, or (iii) the tax exempt status of the interest on the 2018 Bonds.

Reference herein to laws, rules, regulations, agreements, reports and other documents, do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made therein. Where full texts have not been included as appendices to the Official Statement, they will be furnished on request.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements," within the meaning of the 1933 Act or the Securities Exchange Act of 1934, as amended. Such statements are generally identifiable by the terminology used such as "may," "will," "could," "should," "expect," "forecast," "plan," "project," "expect," "anticipate," "intend," "believe," "estimate," "budget," "potential," "continue," or the negative of these terms or other similar words. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES, AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE, OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE, OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY THE FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THESE FORWARD-LOOKING STATEMENTS IF OR WHEN CHANGES TO EXPECTATIONS, OR EVENTS, CONDITIONS, OR CIRCUMSTANCES, ON WHICH THE FORWARD-LOOKING STATEMENTS ARE BASED, OCCUR OR FAIL TO OCCUR.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2018 BONDS AT OR ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, AND SUCH STABILIZING MAY BE DISCONTINUED AT ANY TIME.

THE 2018 BONDS WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("1933 ACT"), AND THE ORDINANCE HAS NOT BEEN REGISTERED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED. THE REGISTRATION OR QUALIFICATION OF THE 2018 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE 2018 BONDS HAVE BEEN REGISTERED OR

QUALIFIED, AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THE SECURITIES AND EXCHANGE COMMISSION ("SEC") NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY WILL HAVE PASSED ON THE ACCURACY OR ADEQUACY OF THE OFFICIAL STATEMENT OR APPROVED THE 2018 BONDS FOR SALE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

CITY OF COLUMBIA, SOUTH CAROLINA

1737 Main Street
Columbia, South Carolina 29201
803-545-3050

**CITY COUNCIL**

Stephen K. Benjamin, Mayor

COUNCIL MEMBERS

Tameika Isaac Devine, Mayor Pro Tem
Moe Baddourah[†]
Sam Davis
Howard E. Duvall, Jr.
Edward H. McDowell, Jr.
Daniel J. Rickemann

CITY MANAGER

Teresa B. Wilson

**ASSISTANT CITY MANAGER
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[†]Suspended from service on City Council by executive order of Governor Henry McMaster

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[TO BE UPDATED]

OFFICIAL STATEMENT

\$50,000,000*

CITY OF COLUMBIA, SOUTH CAROLINA STORMWATER SYSTEM REVENUE BONDS SERIES 2018

INTRODUCTION

This Official Statement of the City of Columbia, South Carolina (“City”), which includes the cover page hereof and the appendices hereto, provides information relating to the City, its Stormwater System Revenue Bonds, Series 2018 (“2018 Bonds”). The information furnished herein includes a brief description of the 2018 Bonds, and the security therefor, the City, and its indebtedness, tax information, economic data, financial information and other matters. Also included are certain information and data pertaining to Richland County, South Carolina (“County”), Lexington County, South Carolina (“Lexington County”), and the State of South Carolina (“State”).

The 2018 Bonds and any Additional Bonds (as such terms are hereinafter defined) are referred to herein as the “Bonds.” Included in this Official Statement is a brief description of the Stormwater System of the City (“System”) and the ordinances pursuant to which the 2018 Bonds are authorized and issued by the City. The summaries and references to all documents, statutes, reports and other instruments referred to herein do not purport to be complete, comprehensive or definitive, and each such reference or summary is qualified in its entirety by reference to each such document, statute, report or other instrument. Capitalized terms used herein without specific definition are used as defined in “APPENDIX C – Summary of Certain Provisions of the Ordinance.”

Authorization

The 2018 Bonds are being issued under the Constitution and laws of the State of South Carolina (“State”), including Title 6, Chapter 21, Code of Laws of South Carolina 1976, as amended, and the General Bond Ordinance No. 2018-45, enacted by the City Council, the governing body of the City (“City Council”), on May 1, 2018 (“General Ordinance”), as so amended and supplemented, including as amended and supplemented particularly by the First Supplemental Ordinance No. 2018-46, enacted by the City Council on May 1, 2018 (“Supplemental Ordinance,” and together with the General Ordinance, as so amended and supplemented, collectively, “Ordinance”).

Purpose

The 2018 Bonds are being issued for the purposes of (i) funding certain improvements, extensions and enlargements to the System; and (ii) paying the costs incurred in connection with the issuance of the 2018 Bonds. See “SOURCES AND USES OF FUNDS” and “PLAN OF FINANCE.”

THE 2018 BONDS

General

The 2018 Bonds will be dated their date of delivery, will mature on February 1 in the years and in the principal amounts set forth on the inside cover page hereto, and will bear interest at the rates per annum (calculated on the basis of a 360-day year comprised of twelve 30-day months) set forth on the inside cover page hereto, payable on [] 1, 201[], and semiannually thereafter on August 1 and February 1 of each year. The 2018 Bonds are issuable initially in book-entry-only form, in denominations of \$5,000 or any integral multiple thereof. So long as the 2018 Bonds are in book-entry-only form and are registered in the name of Cede & Co., as the nominee of The Depository Trust Company, New York, New York (“DTC”), payments on the 2018 Bonds will be made as set forth under “Book-Entry-Only System” below. Should the 2018 Bonds no longer be held in book-entry-only form, principal of the 2018 Bonds, whether due on maturity or redemption, will be payable on the respective maturity dates or redemption dates on presentation and surrender thereof at the corporate trust office of [], as registrar and paying agent (“Registrar/Paying Agent”), and interest on the 2018 Bonds will be payable by check or draft of the Registrar/Paying Agent mailed to the person in whose name each 2018 Bond is registered as of the close of business on the fifteenth day of each month immediately preceding such payment. Interest payments to a person who is a holder of \$1,000,000 or more in aggregate principal amount of the 2018 Bonds not held in book-entry-only form

may be made by wire transfer to an account within the continental United States on timely receipt of a written request of such holder.

[The 2018 Bonds are subject to optional and mandatory redemption prior to their maturity.]

Optional Redemption

The 2018 Bonds maturing on or after February 1, 20[], are subject to redemption prior to maturity on or after February 1, 20[], at the option of the City, as a whole or in part at any time in such order of their maturities as the City shall determine at the redemption price equal to 100% of the principal amount of the 2018 Bonds being redeemed together with accrued interest to the date fixed for redemption.

Mandatory Redemption

The 2018 Bonds maturing on February 1, 20[], and 20[] ("2018 Term Bonds"), shall be subject to mandatory sinking fund redemption commencing February 1, 20[], and 20[], respectively, and will be redeemed (to the extent not previously redeemed) at 100% of the principal amount of the principal amount thereof to be redeemed, plus interest accrued to the redemption date, on February 1 of each of the following years in the respective principal amounts for each year specified below:

[To Be Updated]

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Registrar for cancellation 2018 Term Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such 2018 Term Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each 2018 Term Bond so delivered or previously purchased or redeemed shall be credited by the Registrar, at one hundred percent (100%) of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in such order as the City may direct the Registrar in writing, and the principal amount of the 2018 Term Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

General Redemption Provisions; Notice

In the event the 2018 Bonds or any portion thereof shall be called for redemption, notice of the redemption, describing (among other things) the 2018 Bonds to be redeemed, specifying the redemption date and the redemption price payable on such redemption, shall be mailed by first-class mail, postage prepaid, to the registered owner thereof as shown on the Books of Registry not less than 30 days and not more than 60 days prior to the redemption date. So long as the 2018 Bonds are in book-entry-only form and are registered in the name of Cede & Co., as the nominee of DTC, notices of redemption with respect to the 2018 Bonds will be given to Cede & Co., and will be distributed by Cede & Co. as set forth under "Book-Entry-Only System" below.

If less than all of the 2018 Bonds of any series and maturity are called for redemption, the 2018 Bonds of such series and maturity to be redeemed shall be selected by lot within such maturity, subject to the rules of procedure of DTC while the 2018 Bonds are held in book-entry-only form.

If a 2018 Bond is subject by its terms to redemption prior to its stated maturity and has been duly called for redemption and notice of the redemption thereof has been duly given as in the Ordinance provided and if moneys for the payment of such 2018 Bond at the then applicable redemption price and the interest to accrue to the redemption date on such 2018 Bond are held for the purpose of such payment by the Registrar/Paying Agent, then such 2018 Bond so called for redemption shall, on the redemption date designated in such notice, become due and payable, and interest on the 2018 Bond, as appropriate, so called for redemption shall cease to accrue. The City is entitled to provide for, and give notice of, the redemption of a 2018 Bond based on certain conditions being met at or prior to redemption, including, but not limited to, the availability of amounts for such purposes.

Book-Entry System

THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORDKEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE 2018 BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE 2018 BONDS TO DIRECT AND INDIRECT PARTICIPANTS (AS DEFINED BELOW) OR BENEFICIAL OWNERS (AS DEFINED BELOW) OF THE 2018 BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE 2018 BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT AND INDIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE 2018 BONDS IS BASED SOLELY ON INFORMATION FURNISHED BY DTC TO THE CITY FOR INCLUSION IN THIS OFFICIAL STATEMENT. ACCORDINGLY, THE CITY NEITHER MAKES NOR CAN MAKE ANY REPRESENTATIONS CONCERNING THESE MATTERS.

Beneficial ownership interests in the 2018 Bonds will be available only in book-entry form. Each beneficial owner of the 2018 Bonds (“Beneficial Owner”) will not receive a physical bond certificate representing their interests in the 2018 Bonds purchased. So long as Cede & Co. (“Nominee”), as nominee for The Depository Trust Company, New York, New York (“DTC”) or its nominee is the registered owner of the 2018 Bonds, references in this Official Statement to the owners of the 2018 Bonds shall mean DTC or its nominee and shall not mean the Beneficial Owners. Unless and until the book-entry-only system has been discontinued, the 2018 Bonds will be available only in book-entry-only form in principal amounts of \$5,000 or any integral multiple thereof.

DTC will initially act as securities depository for the 2018 Bonds. The 2018 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond will be issued for each maturity of the 2018 Bonds, as set forth on the front cover page hereof, and will be deposited with DTC. So long as Cede & Co. is the registered owner of the 2018 Bonds, as nominee for DTC, references herein to the Bondholders or registered owners of the 2018 Bonds, as applicable (other than under the caption “TAX EXEMPTION AND OTHER TAX MATTERS” herein), means Cede & Co., as aforesaid, and does not mean the Beneficial Owners of such 2018 Bonds.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of the 2018 Bonds. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the 2018 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2018 Bonds on DTC’s records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests with respect to the 2018 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive bonds representing their

ownership interests in the 2018 Bonds, except in the event that use of the book-entry system for the 2018 Bonds is discontinued.

To facilitate subsequent transfers, the 2018 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the 2018 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2018 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts the 2018 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the 2018 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2018 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Ordinance. For example, Beneficial Owners of the 2018 Bonds may wish to ascertain that the nominee holding the 2018 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar/Paying Agent and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2018 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2018 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2018 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Because DTC is treated as the Owner of the 2018 Bonds for substantially all purposes, Beneficial Owners may have a restricted ability to influence in a timely fashion remedial action or the giving or withholding of requested consents or other directions. In addition, because the identity of the Beneficial Owners is unknown to the Issuer, to DTC or to the Registrar/Paying Agent, it may be difficult to transmit information of potential interest to Beneficial Owners in an effective and timely manner. Beneficial Owners should make appropriate arrangements with their broker or dealer regarding distribution of information regarding the 2018 Bonds that may be transmitted by or through DTC.

Principal, redemption premium, if any, and interest payments on the 2018 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts on DTC's receipt of funds and corresponding detail information from the City or the Registrar/Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Registrar/Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Registrar/Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2018 Bonds at any time by giving reasonable notice to the City or Registrar/Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, 2018 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, 2018 Bond certificates will be printed and delivered to DTC.

THE INFORMATION HEREIN CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE CITY AND THE UNDERWRITERS BELIEVE TO BE RELIABLE, BUT NEITHER THE CITY NOR THE UNDERWRITERS TAKE RESPONSIBILITY FOR THE ACCURACY THEREOF. THE BENEFICIAL OWNERS SHOULD CONFIRM THE FOREGOING INFORMATION WITH DTC OR THE DIRECT OR INDIRECT PARTICIPANTS.

Each person for whom a Participant acquires an interest in the 2018 Bonds, as nominee, may desire to make arrangements with such Participant to receive a credit balance in the records of such Participant, and may desire to make arrangements with such Participant to have all notices of redemption or other communications to DTC, which may affect such persons, to be forwarded in writing by such Participant and to have notification made of all interest payments.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the Registrar/Paying Agent to DTC only.

For every transfer and exchange of 2018 Bonds, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

NONE OF THE CITY, THE UNDERWRITERS OR THE REGISTRAR/PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, TO INDIRECT PARTICIPANTS, OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (I) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT, OR ANY INDIRECT PARTICIPANT; (II) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE 2018 BONDS UNDER THE ORDINANCE; (III) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE 2018 BONDS; (IV) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR REDEMPTION PREMIUM, IF ANY, OR INTEREST DUE WITH RESPECT TO THE 2018 BONDS; (V) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF THE 2018 BONDS; OR (VI) ANY OTHER MATTER.

The Supplemental Ordinance provides that if (a) DTC determines not to continue to act as securities depository for the 2018 Bonds and gives reasonable notice to the Registrar/Paying Agent or the City or (b) the City has advised DTC of the City's determination that DTC is incapable of discharging its duties, then the City will attempt to retain another qualified securities depository to replace DTC. On receipt by the City or the Registrar/Paying Agent of the 2018 Bonds, together with an assignment duly executed by DTC, the City will execute and deliver to the successor depository, the 2018 Bonds of the same principal amount, interest rate, and maturity. If the City is unable to retain a qualified successor to DTC, or the City has determined that it is in its best interest not to continue the book-entry-only system of transfer or that interests of the Beneficial Owners of the 2018 Bonds might be adversely affected if the book-entry-only system of transfer is continued (the City has undertaken no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the 2018 Bonds by mailing an appropriate notice to DTC, on receipt by the City of the 2018 Bonds together with an assignment duly executed by DTC, the City will execute, authenticate and deliver to the Direct Participants the 2018 Bonds in fully-registered form, in authorized denominations; provided, however, that the discontinuation of the book-entry-only system of registration

and transfer or the replacement of DTC or any successor depository is subject to the applicable rules of DTC or such successor depository on file or otherwise approved by the SEC.

Registration, Transfers and Exchanges

2018 Bonds Held in Book-Entry-Only Form

So long as the 2018 Bonds are in book-entry-only form and are registered in the name of Cede & Co., as the nominee of DTC, the 2018 Bonds may be registered, transferred and exchanged as set forth under “Book-Entry-Only System” herein.

2018 Bonds Not Held in Book-Entry-Only Form

Each 2018 Bond not held in book-entry-only form shall be transferable only on the books of registry (“Books of Registry”) of the City, which shall be kept for such purpose at the corporate trust office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney on surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. On the transfer of any such 2018 Bond, the Registrar/Paying Agent shall cause to be issued in the name of the transferee a new fully-registered 2018 Bond, of the same aggregate principal amount, interest rate, series and maturity as the surrendered 2018 Bond. Any registered owner requesting a transfer shall pay any tax or other governmental charge required to be paid with respect thereto. Any 2018 Bond surrendered in exchange for a new registered 2018 Bond, respectively, shall be cancelled by the Registrar/Paying Agent.

The City and the Registrar/Paying Agent may deem and treat the person in whose name any 2018 Bond not held in book-entry-only form shall be registered as the absolute owner of such 2018 Bond for all purposes including the payment of or on account of the principal, premium, if any, or interest thereon and any such payment made to a registered owner shall be effectual to satisfy and discharge the liability on such 2018 Bond with respect thereto.

In the event any 2018 Bond not held in book-entry-only form becomes mutilated in whole or in part, or is lost, stolen or destroyed, or becomes so defaced as to impair the value thereof to the holder thereof, the City shall execute and the Registrar/Paying Agent shall authenticate and deliver a new 2018 Bond, respectively, of the same interest rate and denomination and like tenor and effect in exchange or in substitution for such mutilated, lost, stolen or destroyed 2018 Bond; provided that, in the case of any mutilated 2018 Bond, such 2018 Bond shall be surrendered to the Registrar/Paying Agent, and in the case of any lost, stolen or destroyed 2018 Bond there shall be furnished to the City and the Registrar/Paying Agent evidence of such loss, theft or destruction satisfactory to the City and the Registrar/Paying Agent together with such indemnity as they shall require. In the event any such mutilated, lost, stolen or destroyed 2018 Bond shall have matured, instead of issuing a duplicate 2018 Bond, the City may pay the same. The City and the Registrar/Paying Agent may charge the holder or owner of such mutilated, lost, stolen or destroyed 2018 Bond with their reasonable fees and expenses in connection therewith.

SECURITY FOR THE 2018 BONDS

Pledged Revenues

The 2018 Bonds are payable solely from and are secured equally and ratably with 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 receipts, income, revenues, fees and other charges to be levied and collected in connection with, and all other income and receipts of whatever kind or character derived by the City from the establishment and operation of the System, including, but not limited to, stormwater utility fees and charges, interest earnings and other earnings or investments, as such earnings or investments are computed in accordance with generally accepted accounting practices, but excluding the proceeds of any grants or debt, contributions in aid of construction, gains or losses on extinguishment of debt, and the receipts, income, revenues, fees and other charges derived from the operation of Special Facilities (as defined in Appendix C).

The term “Expenses of Operating and Maintaining the System” means the current expenses, paid or accrued, of operation, administration, maintenance and current repair of the System, as calculated in accordance with generally accepted accounting practices, and shall include, without limiting the generality of the foregoing, administrative charges, salaries, wages, employee benefits, costs of materials and supplies, costs of routine repairs, renewals, replacements and alterations occurring in the usual course of business, properly allocable share of City administrative and overhead expenses, costs of billings and collections, costs of any audit of the System, the premiums for all insurance required with respect to the System, taxes, if any, and amounts payable by way of arbitrage rebate, but does not include (i) the payment of interest on Bonds or other System-related indebtedness, (ii) capital outlay or any renewals or replacements of capital assets of the System, (iii) any allowance for depreciation, (iv) any amounts deemed to be payments in lieu of taxes or other equity transfers, (v) any pension-related and other post-employment benefit-related expenses (other than such amounts actually paid) of the System, (vi) any payment or amortization of financing expenses, underwriting discounts, call premiums, losses on the extinguishment of debt due to refinancing of the same, and other related and non-recurring expenses resulting from the issuance or refinancing of long term indebtedness, or (vii) any losses on the sale or other disposition of investments or fixed or capital assets. For more information, see “APPENDIX C - SUMMARY OF ORDINANCE,” herein.

Limited Obligations

THE 2018 BONDS DO NOT CONSTITUTE INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION. THE 2018 BONDS SHALL NOT CONSTITUTE DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, ON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE NET REVENUES OF THE SYSTEM PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE 2018 BONDS OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE 2018 BONDS.

Rate Covenant

The City has covenanted in the Ordinance to operate the System in an efficient and economical manner and establish, levy, maintain, revise and collect such fees, rates and other charges for the use of the services and facilities furnished by the System as may be necessary or proper, which fees, rates and other charges, together with other Revenues and other available moneys, will at all times be sufficient after making due and reasonable allowance for contingencies and for a margin of error in estimates, to provide in each July 1 through June 30 fiscal year of the City, an amount equal to:

- (a) 120 percent of the amounts required to be deposited into each Bond and Interest Redemption Fund for the then current fiscal year;
- (b) 100 percent of the amounts required to be deposited into each Debt Service Reserve Fund for the then current fiscal year;
- (c) 100 percent of the amounts required to be deposited into the Operation and Maintenance Fund for the then current fiscal year;
- (d) 100 percent of the amounts required to be deposited into the Depreciation Fund for the then current fiscal year;
- (e) 100 percent of the amounts required to be deposited into the Contingent Fund for the then current fiscal year;
- (f) 100 percent of the amounts required to provide for payment of any Junior Bonds for the then current fiscal year; and
- (g) the amounts necessary to comply in all respects with the terms of the Ordinance or any other contract or

agreement with the Holder of a Bond.

Disposition of Revenues and Funds Established by the Ordinance

The following are the funds and accounts created and established by the Ordinance:

- (a) Revenue Fund to be held by the City;
- (b) Bond and Interest Redemption Fund for each Series of Bonds to be held by the Custodian, except as provided in any supplemental ordinance;
- (c) an Interest Account, a Principal Account and a Bond Redemption Account;
- (d) Debt Service Reserve Fund for each Series of Bonds, if any, to be held by the Custodian;
- (e) Operation and Maintenance Fund to be held by the City;
- (f) Depreciation Fund to be held by the City;
- (g) Contingent Fund to be held by the City; and
- (h) Construction Fund, if applicable, for each Series of Bonds to be held by a Bank designated by the City.

So long as any Bonds are Outstanding, the Revenues of the System shall be applied at the times, in the amounts and for the purposes as provided or permitted by the Ordinance, and in the following order of priority:

First, there shall be transferred into the respective Bond and Interest Redemption Funds, the amounts required by the Ordinance;

Second, there shall be transferred into the respective Debt Service Reserve Funds, if established, the amounts (including any payments required under the terms of any surety bond, insurance policy or letter of credit applicable thereto) required by the Ordinance or any supplemental ordinance for any Bond issued thereunder;

Third, provision shall be made for the payment of Expenses of Operating and Maintaining the System;

Fourth, provisions shall be made for payment of interest on amounts advanced by the provider of any surety bond, line of credit, insurance policy or letter of credit as contemplated in the Ordinance;

Fifth, provision shall be made for the payment of any Junior Bonds;

Sixth, there shall be transferred into the Depreciation Fund the amounts required by the Ordinance; and

Seventh, there shall be transferred into the Contingent Fund the amounts required by the Ordinance.

If, after applying Revenues of the System as set forth above, there are Revenues remaining, such Revenues shall be disposed of as the City shall determine from time to time to be for the best interest of the City; provided, a transfer of any surplus Revenues to the City's general fund or similar fund shall only be made at the end of each Fiscal Year and the amount of such transfer shall not cause the Revenues of the System to be less than the respective amounts required to comply with the Rate Covenant.

Debt Service Reserve Funds

The Ordinance provides that the City, pursuant to an ordinance authorizing the issuance of a series of Bonds, may provide for the establishment of a debt service reserve fund (each, a "Debt Service Reserve Fund") to be used solely for the purpose of preventing a default in the payment of principal of or interest or premium, if any, on the Bonds of such series.

Whenever the aggregate value of cash and securities in a Debt Service Reserve Fund shall be less than the reserve fund requirement, if any, established with respect to such fund pursuant to a supplemental ordinance authorizing a series of Bonds (“Reserve Fund Requirement”), there shall be deposited in such Debt Service Reserve Fund that amount which, together with equal, successive, monthly deposits in the same amount, will restore the value of the cash and securities in such Debt Service Reserve Fund to the applicable Reserve Fund Requirement during the succeeding 12 months. See “APPENDIX C – Summary of Certain Provisions of the Ordinance” under the heading “SUMMARY OF ORDINANCE – Funds Created Under General Bond Ordinance – *Debt Service Reserve Funds*.”

[THERE WILL BE NO DEBT SERVICE RESERVE FUND ESTABLISHED FOR OR FUNDED WITH THE PROCEEDS OF THE 2018 BONDS.]

Additional and Refunding Bonds

The City may issue Additional Bonds on a parity (with respect to the pledge of and lien on Net Revenues) with the 2018 Bonds subject to certain conditions set forth in the Ordinance, including, in the case of Additional Bonds issued other than for the purpose of refunding outstanding Bonds, the requirement that there shall be delivered (i) a certificate or a report, which is not required to be based on the audited financial statements of the City, from the City Manager, any Assistant City Manager serving as the chief financial officer of the City, an Accountant or a Consulting Engineer stating that the amount of the Net Revenues of the System for a consecutive 12-month period ending during the last 18 months is not less than 120% of the Maximum Debt Service on Bonds then Outstanding and the Bonds then proposed to be issued, or (ii) a certificate or report from an Accountant or Consulting Engineer, or a certificate or report from the City Manager or any Assistant City Manager serving as the chief financial officer of the City which is based upon a certificate or report from an Accountant or Consulting Engineer, stating that the amount of the Net Revenues of the System, as shall have been forecasted, is not less than 120% of the actual Debt Service on all Bonds then Outstanding and the Bonds then proposed to be issued for each of the three fiscal years following the later of the date of the delivery of the Bonds of such Series, or the period (if any) for which interest is funded from the proceeds of such Bonds; provided the amount of Net Revenues for the periods referred to above may be adjusted by adding the following:

- (1) in case the rates and charges for the services furnished by the System shall have been revised and such revised rates and charges shall have gone into effect or will be effective on a future date or dates as evidenced by an ordinance enacted by the Council prior to the delivery of the Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the periods referred to above if such rates and charges had been in effect during the periods referred to above; and
- (2) in case an existing stormwater and drainage system or any other public utility system is to be acquired and combined or made a part of the System from the proceeds of the Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the periods referred to above if such existing system or systems to be acquired had been a part of the System during the periods referred to above (which computation of the additional amount of Net Revenues shall be based upon the method of computing Net Revenues under the 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 Bond and Interest Redemption Fund in such fiscal year for the payment of the principal of, redemption premium, if any, and interest (to the extent not payable from the proceeds of Bonds or investment earnings thereon) on such Series of Bonds; provided that the interest on Variable Rate Indebtedness then Outstanding shall be calculated at the actual average rate of interest on the Variable Rate Indebtedness during the 12 months immediately preceding the date of calculation (or such lesser period during which the Variable Rate Indebtedness has been Outstanding); provided further, that for purposes of satisfying the requirements, described above, of issuing

Additional Bonds, (1) interest on Variable Rate Indebtedness then proposed to be issued shall be calculated at the initial interest rate on such Variable Rate Indebtedness and (2) interest on Variable Rate Indebtedness then Outstanding shall be calculated at the current interest rate on such Variable Rate Indebtedness, in each case of which such interest rate may be based on an index rate determined no more than two weeks prior to such calculation.

Junior Bonds and Special Facilities Bonds

The City may issue bonds secured by a pledge of Net Revenues junior and subordinate in all respects to the pledge securing the 2018 Bonds or any other obligation or form of indebtedness, including lease purchase obligations secured by a pledge of Net Revenues, after provision has been made for all payments required to be made with respect to the 2018 Bonds (“Junior Bonds”), in such amount as it may from time to time determine. The pledge of Net Revenues shall at all times be and remain subordinate and inferior in all respects to the pledge of Net Revenues securing the 2018 Bonds. Junior Bonds may be issued to secure funds to defray the cost of improving, extending, enlarging or repairing the System, including the acquisition of a system to be combined with or consolidated into the System, or to refund the 2018 Bonds or any other Bonds, Junior Bonds, or any notes, bonds, or other obligations issued to finance or to aid in financing the acquisition, construction or improvement of the System. See “APPENDIX C – Summary of Certain Provisions of the Ordinance” under the heading “SUMMARY OF ORDINANCE – Additional Bonds – *Junior Bonds*.”

The City may also enter contracts, leases or other agreements pursuant to which it will agree to construct, operate and pay the costs of Special Facilities which may or may not be discrete and separate units of the System. These Special Facilities may be financed through the issuance of Special Facilities Bonds, subject to certain conditions with respect to the ability of the Special Facilities to generate sufficient revenues to pay for such Special Facilities Bonds. See “APPENDIX C – Summary of Certain Provisions of the Ordinance” under the heading “SUMMARY OF ORDINANCE – Additional Bonds – *Special Facilities Bonds*.”

SOURCES AND USES OF FUNDS

The proceeds of the sale of the 2018 Bonds are expected to be used substantially as follows:

Estimated Sources of Funds

Principal Amount of 2018 Bonds	\$
[Plus][Less] [Net] Aggregate Original Issue [Premium][Discount]	
TOTAL SOURCES OF FUNDS	\$

Estimated Uses of Funds

2018 Projects	\$
Cost of Issuance ⁽¹⁾	
TOTAL USES OF FUNDS	\$

⁽¹⁾Includes Underwriters’ Discount and certain legal, accounting and other financing expenses incurred by the City, and rounding amount of (\$[]).

PLAN OF FINANCE

The proceeds of the 2018 Bonds will be deposited into the Construction Fund of 2018 established pursuant to the Supplemental Ordinance. Moneys on deposit in the Construction Fund of 2018 will be used, as needed, to finance the costs of the 2018 Projects, including without limitation payment of engineering, legal and all other expenses incidental to the 2018 Projects and issuance costs of the 2018 Bonds.

The 2018 Projects involve ongoing capital improvements to the System. These capital improvements include improvements, extensions and enlargements to the System, including any of the following: (i) man-made channels, swales, ditches, swamps, rivers, streams, creeks, branches, reservoirs, ponds, drainage ways, inlets, catch basins, pipes, head walls, storm sewers, lakes, and other physical works, properties and improvements which transfer, control, convey, or otherwise influence the movement of stormwater runoff, and (ii) any other matters with respect to the above improvements and such other improvements as the City may deem necessary or incidental to the System. Construction is expected to begin in 2018, and scheduled to be substantially completed by or before 2020.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

FINANCIAL FACTORS

Five-Year Summary

The following table sets forth a summary of the operating revenues, operating expenses, non-operating revenues and non-operating expenses and changes in net position of the System for the fiscal years ended June 30, 2013, through June 30, 2017. This summary should be read in conjunction with (a) the audited financial statements of the City for the applicable fiscal years, and (b) the information set forth under “Management’s Discussion and Analysis” herein. Included as Appendix A to this Official Statement is a portion of the Comprehensive Annual Financial Report of the City for Fiscal Year ended June 30, 2017. 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.

[To Be Updated]

Source: The City of Columbia Finance Department

Note: Totals may not sum due to rounding.

Management’s Discussion and Analysis

[To Be Updated]

See “Historical Debt Service Coverage of the System” (footnote) for the impacts of the financial reclassification and the Rain Event on the calculation of the System’s debt service coverage.

Historical Debt Service Coverage of the System

Because the City has not previously issued debt reliant on the Revenues of the System, no historical information exists available regarding debt service requirements and debt service coverage of the System.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Projected Debt Service Requirements of the System

The following table sets forth the aggregate debt service requirements, beginning with the Fiscal Year ending June 30, 2018 ("Fiscal Year 2018"), for the 2018 Bonds.

Fiscal Year	2018 Bonds			Aggregate Debt Service
	Principal	Interest	Total	
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2044				
2045				
2046				
2047				

Note: Totals may not sum due to rounding.

Projected Debt Service Coverage of the System

Debt service coverage as projected and prepared by the City for the Fiscal Years ended June 30, 2018, through 2022, is as set forth below.

Fiscal Year	Net Revenues	2018 Bonds Debt Service	Total Debt Service Requirements	Coverage
2018	\$	\$	\$	☐ x
2019				☐ x
2020				☐ x
2021				☐ x
2022				☐ x

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

The City does not presently have any outstanding debt related to the System or Revenues of the System.

THE CITY AND THE SYSTEM

General Description *[to be updated]*

The City, located at the geographic center of the State, was formed in 1786. It is the county seat of the County and the capital of the State. In addition to being the governmental center of the State, the City is also the business, finance, education and transportation center of the State. The System provides stormwater collection and distribution services throughout the City and collects stormwater fees from approximately [41,741] billed water accounts in the City.

Administration of the City

The City is governed by a council-manager form of government. The Mayor and City Council, who are elected for four-year staggered terms, are vested with the legislative and policy-making powers of the City. Day-to-day activities are administered by a council-appointed City Manager who serves as the chief executive officer of the City and is responsible to the City Council for proper administration of all affairs of the City. The City Manager serves an indefinite term and is subject to removal by a majority vote of the City Council. Financial affairs are under the supervision of the Assistant City Manager for Finance and Economic Services who is appointed by the City Manager. The Finance Director reports to the Assistant City Manager for Finance and Economic Services and is responsible for debt administration, investments and appropriation expenditures and is custodian of all City funds. The General Services Director is responsible for the operation and maintenance of the Facilities.

The present members of the City Council, their occupations, and the dates which their current terms end are as follows:

<u>Name</u>	<u>Occupation</u>	<u>Term Ends</u>
Stephen K. Benjamin, Mayor	Attorney	December 31, 2021
Tameika Isaac Devine, Mayor Pro Tem	Attorney	December 31, 2021
Moe Baddourah ^{††}	Business Owner	December 31, 2019
Sam Davis	Chief Executive Officer [†]	December 31, 2021
Howard E. Duvall, Jr.	Retired	December 31, 2019
Edward H. McDowell, Jr.	Retired	December 31, 2019
Daniel J. Rickemann	Business Consultant	December 31, 2021

[†]City Councilman Sam Davis is the Chief Executive Officer of BEKOTU and Associates, Inc.

^{††} Suspended from service on City Council by executive order of Governor Henry McMaster.

Teresa B. Wilson has served as City Manager since January 2013. Ms. Wilson has served as the City's Director of Governmental Affairs and Assistant City Manager for Community Programs, Economic Development and Government Services. Ms. Wilson graduated from the University of South Carolina's Honors College and the University of South Carolina School of Law. Prior to joining the City, Ms. Wilson served as Government and Community Relations Coordinator for the University of South Carolina's Office of the President, and also served as a liaison for the University of South Carolina and the City of Columbia, as well as a number of community organizations.

Jeffery M. Palen has served as the Assistant City Manager for Finance and Economic Services and Chief Financial Officer since January 2013. Prior to his current position, Mr. Palen served as the City's Treasurer beginning in November 2008, and as hospital chief financial officer with Health Management Associates from 2005 to 2008. Mr. Palen graduated with a Bachelor of Science in Business and a Master's Degree in Business

Administration from the University of South Carolina. Mr. Palen has held various positions in both the private and public sectors, including serving as the Deputy Treasurer and the Deputy Auditor for Lexington County.

Janice L. Alonso has served as the Finance Director of the City since July 2013. She has been employed with the City since December 2008, first as the Accounting Manager and, in August 2010, as the Deputy Finance Director. Ms. Alonso has held various positions in both private and public sectors, including Deputy Treasurer for Lexington County and Assistant Controller for Thermo Scientific. Ms. Alonso graduated from the University of South Carolina with a Bachelor of Science in Business. Ms. Alonso is also a Certified Government Finance Officer in South Carolina.

For further information regarding the City and the Columbia MSA, see Appendix B attached hereto.

The System is administered by the City through the City Manager. Under the City Manager's direction, the financial operations of the System are administered by the Assistant City Manager for Finance and Economic Services. The Utilities Department operates the System's facilities []. A total of approximately [] 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. Mr. Shealy is a licensed Water Treatment Plant Operator and Professional Engineer. He has worked in the water and wastewater fields, in regulatory, consulting and municipal roles, for over 26 years. As the Assistant City Manager, Mr. Shealy is responsible for the daily operations of the drinking water and wastewater utilities, [including stormwater], as well as capital improvement program implementation, planning, and engineering functions of Columbia Water and its nearly 600 employees. Prior to being named Assistant City Manager, Mr. Shealy served as the City's Director of Utilities and Water Works Superintendent for two years. Prior to coming to Columbia Water, Mr. Shealy worked for the South Carolina Department of Health and Environmental Control for six years and engineering firms BP Barber & Associates, Inc. and Black and Veatch Corporation doing project design and management. Mr. Shealy is a registered Professional Engineer (P.E.) in the State of South Carolina. He earned his Bachelor of Science degree in Engineering from Clemson University. He is active in water and wastewater industry organizations, previously serving as Chair of the Capital District of the Water Environment Association and Chair of the South Carolina Section of the American Water Works Association. He is also a past recipient of the George Warren Fuller and Herman F. Wiedeman Awards from the American Water Works Association.

Initial recommendations for improvements of the System are made by the [Assistant City Manager of Columbia []]. 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 System extends to the City's corporate limits, including areas subsequently annexed by the City. The entire System covers approximately 134.9 square miles with a population, as of July 1, 2016, estimated to be 134,309 persons living within that area. The City's population has increased approximately 37% since the 1990.

Impact of Weather Event

Beginning Thursday, October 1, 2015, and continuing into Monday, October 5, 2015, the City experienced an unprecedented rain event involving 20-24 inches of rainfall ("Rain Event"). During the early morning hours of Sunday, October 4, significant flooding occurred throughout the City. Published reports indicate that approximately 400 homes and 60 businesses in the City were damaged and approximately 100 roads were closed, blocked, or impassable because of the flooding. Multiple sewer and water lines ruptured or broke. The City experienced a 60-foot wide breach in the Columbia Canal, which the City uses to provide water for one of the City's water treatment facilities. President Obama issued a disaster declaration for the State pursuant to which federal disaster aid has been made available to the State to supplement State, County, and local recovery efforts in the City and several other affected by the severe storms and flooding.

The City anticipates expenditures necessary for clean-up and repair to be approximately \$70,000,000. The City anticipates FEMA will reimburse the City for 75% of qualifying costs and State will reimburse the City for the remaining 25%. Without regard to potential long-term mitigation improvements, and assuming all relevant levels of reimbursement, the City estimates the general fund impact to be less than \$1,000,000 and does not anticipate any material impact to the operation and maintenance expenses of the System or to net capital expenditures related to the System. The City cannot guarantee whether all costs will qualify for FEMA reimbursement or whether the State will provide any reimbursement. [Any additional update with actual expenditures and reimbursements?]

System Rates

Information on rates and fees of the System is set forth in “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 stormwater collection and distribution system. The System currently meets all material federal and State requirements regarding a public water supply system. See “Environmental Matters – General.”

Rates and Fees

General

The rates charged by the City for stormwater are not subject to approval by any federal or State regulatory body. The City’s rates, as adopted effective [], are set forth below.

The City increases rates as necessary to provide sufficient revenues for payment of projected increased costs of operation, expansion of the System. See “FINANCIAL FACTORS--Historical Debt Service Coverage of the System” and “--Projected Debt Service Coverage of the System.”

[to be provided]

Billing and Collection Policies

Stormwater fees are collected on in-City water customers. Bills are mailed to water customers on a periodic basis throughout the month and are payable on receipt. Water 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 [TBU]

The City has expanded and improved the System with proceeds of revenue bonds and Revenues of the System. During Fiscal Years 2013 through 2017, the City expended approximately \$[] for System expansion and improvement, including approximately \$[] expended in Fiscal Year 2017. The following table shows the amounts expended from proceeds of revenue bonds and System Revenues for capital improvements to the System, including cash-funded projects that fall outside the City’s Capital Improvements Program, undertaken during Fiscal Years 2013 through 2017.

Capital Improvements Undertaken

<u>Fiscal Year</u>	<u>Capital Improvements</u>	<u>Total Capital</u>
<u>Ended June</u>	<u>Financed with System Revenues</u>	<u>Improvements</u>
<u>30</u>		
2013		
2014		
2015		
2016		
<u>2017</u>		
TOTAL		

City of Columbia Finance Department

Capital Improvements Program [To Be Updated]

Future capital expenditures to expand and improve the System are managed by the City through a rolling five-year Capital Improvements Program, which is approved annually by City Council as part of the adoption of the City's Budget Ordinance. The current Capital Improvements Program covers the Fiscal Years ending June 30, 2017, through June 30, 2021, and anticipates capital expenditures of approximately \$[] per year for each of the next five years for total expenditures of approximately \$[]. The expenditures are expected to include engineering, increased capacity, lines, easements and land.

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, while complying with the rate covenant set forth in the Ordinance.

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 [To Be Updated]

The System is in substantial compliance with current regulatory requirements of the United States Environmental Protection Agency ("EPA") and DHEC, and the requirements and conditions of all permits required to operate the System are in order. The City currently has the following permits in effect:

<u>Permit</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Description</u>
DHEC Wastewater NPDES Permit #SC0020940 ("NPDES Permit")	October 1, 2015	September 30, 2020	Authorization to discharge treated effluent in accordance with the National Pollutant Discharge Elimination System ("NPDES") into the Congaree River continues in effect until a renewal decision is made

The Stormwater Management and Sediment Reduction Act (Section 48-14-10 *et seq.*, Code of Laws of South Carolina, 1976, as amended) authorizes the establishment by a municipality of a Stormwater Management Utility. Ordinance No. 2002-029, enacted by City Council on 6-19-02, as may be amended from time to time, created the City's stormwater utility and authorized the collection of a stormwater service charge. Prior to the creation of a Stormwater Utility, the City maintained a system of stormwater management facilities, including but not limited to, inlets, conduits, manholes, channels, ditches, drainage facilities, easements, retention and detention basins, infiltration facilities, and other components as well as natural waterways.

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.

Fringe Benefits, Retirement and Health Insurance and Other Post-Employment Benefits

Retirement Plan

The South Carolina Retirement Systems (“Systems”), as administered by the South Carolina Public Employees Benefit Authority (“Authority”), maintains five independent cost sharing, multi-employer defined benefit plans. The City is a participating employer in the Systems and, generally, the City’s employees are covered by the Systems’ South Carolina Retirement System (“SCRS”) or the Police Officers Retirement System (“PORS”) plans, unless the employee has elected to participate in the Optional Retirement Program (“ORP”).

The SCRS plan offers retirement and other benefits, including disability, survivor and death benefits, to eligible state employees. Both employees and employers are required to contribute to the SCRS a percentage of the participating employee’s earnable compensation at a rate set by State law. The PORS plan offers retirement and other benefits for police officers employed by the City. Like the SCRS, both employees and employers are required to contribute to the PORS a percentage of the participating employee’s earnable compensation at a rate set by State law.

For fiscal year end June 30, 2017, the City made contributions to the SCRS of \$6,888,470 and to the PORS of \$5,784,601, which amounts equaled the statutorily required contributions to SCRS and PORS.

City employees eligible for participation in the SCRS may choose to participate in the ORP, which is a defined contribution plan in which participants direct the investments of their funds in a plan administered by one of four investment providers. The Systems assume no liability for the ORP benefits and for this reason the ORP is not considered part of the retirement systems for financial statement purposes. Contributions to the ORP are set at the same rates as the SCRS. To participate in the ORP, participants must irrevocably waive participation in the SCRS.

Additionally, the Authority issues its own Comprehensive Annual Financial Report for the Systems (“Report”). A copy of the Report for Fiscal Year ended June 30, 2017, may be found at <http://www.peba.sc.gov/assets/cafr.pdf> (which is not intended to be an active hyperlink and is not incorporated by reference herein). Information for the Systems is included in the Comprehensive Annual Financial Report for the State. A copy of the State’s Report may be found at <http://www.cg.sc.gov/publicationsandreports/Pages/CAFRFY20162017.aspx> (which is not intended to be an active hyperlink and is not incorporated by reference herein).

Plan Contributions

Contribution Rates to Plans Prior to July 1, 2017: For fiscal years prior to July 1, 2017, the Board of Directors of the Authority (“Authority Board”) set the rate of contribution required by participating employers and employees based on the actuarial valuation of the plans. For the prior fiscal year, the Authority Board set contribution rates for the SCRS and PORS plans at 8.16% and 8.74%, respectively, for employees and for employers set the contribution rates for the SCRS and PORS plans at 11.06% (which includes a contribution for group-life insurance benefits) and 13.74% (which includes a contribution of 0.20% for group life insurance benefits and 0.20% for accidental death program benefits), respectively.

Contribution Rates to Plans Beginning July 1, 2017: Act No. 13 of 2017 (“Plan Legislation”), was signed into law on April 25, 2017, and is effective commencing with the fiscal year beginning July 1, 2017. The Plan Legislation removes the power from the Authority Board to set the rate of contributions to the plans and instead statutorily sets the contribution rates to the SCRS and PORS for both employers and employees through the fiscal year ending June 30, 2027. Additionally, the Plan Legislation shortens the amortization schedule for the unfunded actuarial accrued liability of the SCRS and PORS. Additionally, the Plan Legislation shifts the burden of funding the unfunded actuarial accrued liability of the SCRS and PORS entirely to participating employers.

The Plan Legislation increases and sets the contribution rates through fiscal year ending June 30, 2027, as follows:

<u>Fiscal Year</u>	SCRS		PORS	
	<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>
2017-2018	13.56%	9.00%	16.24%	9.75%
2018-2019	14.56	9.00	17.24	9.75
2019-2020	15.56	9.00	18.24	9.75
2020-2021	16.56	9.00	19.24	9.75
2021-2022	17.56	9.00	20.24	9.75
2022-2027	18.56	9.00	21.24	9.75

Following fiscal year ending June 30, 2027, the Plan Legislation reverts the authority to set the contribution rates of participating employers back to the Authority Board; employee contributions are capped at 9.00% of earnable compensation for the SCRS and 9.75% of earnable compensation for the PORS. The Authority Board is authorized pursuant to the Plan Legislation to set employer contributions based on the actuarial value of the plans; however, the Plan Legislation prohibits the Authority Board from increasing a participating employer's rate of contribution by more than 0.5% in any fiscal year. The Authority Board may decrease contribution rates of both employers and employees under the Plan Legislation if an actuarial valuation of the SCRS and PORS shows a funded ratio of at least 85% and any decrease would not decrease the funded ratio below 85%. Any decrease by the Authority Board to employer and employee contributions must be made in equal amounts.

The Plan Legislation also shortens the amortization schedule for the unfunded actuarial accrued liabilities of the SCRS and PORS. The unfunded actuarial accrued liability of the SCRS and PORS, as determined by an annual actuarial valuation, must be amortized over a funding period that does not exceed the following schedule:

<u>Fiscal Year</u>	<u>Funding Period</u>
2017-2018	30 years
2018-2019	29 years
2019-2020	28 years
2020-2021	27 years
2021-2022	26 years
2022-2023	25 years
2023-2024	24 years
2024-2025	23 years
2025-2026	22 years
2026-2027	21 years
2027 and after	20 years

The Plan Legislation permits employer contribution rates to be increased above those as set forth in the table above or as set by the Authority Board after the fiscal year ending June 30, 2027, if the contribution rates are insufficient to meet the funding periods as set forth above. Increases to employer contribution rates to meet the funding period set forth above may be made without limitation.

The City expects the Plan Legislation to require a \$1,947,888 increase in its SCRS budget, and a \$509,341 increase in its PORS budget for Fiscal Year 2017-2018 to fund the increased employer contribution as set forth in the Plan Legislation.

Reporting Plan Liability

In accordance with the Governmental Accounting Standards Board's Statement ("GASB") No. 68, the City reported its proportionate share of the overall Net Pension Liability of the Systems – which represents the difference between the total cost of the Systems' expected future benefits to be paid and the value of assets on hand to cover the benefits – in the City's financial statements for fiscal year ending June 30, 2017. The City reported its proportionate

share of SCRS and PORS Net Pension Liability as \$122,912,706 and \$80,547,962, respectively or 0.575438% and 3.17559% of the total net pension liability.

Other Post-Employment Benefits

The City is a participant in the State Other Retirement Benefits Employer Trust for medical, dental, and vision coverage, and eligible retirees are allowed to continue coverage in accordance with the City Other Postemployment Benefits (“OPEB”) Substantive Plan, a single-employer defined benefit plan. It is the City’s policy to periodically review its medical and dental coverage to provide the most favorable benefits and premiums for the City employees and retirees.

In accordance with GASB Statement 45, the City’s annual other postemployment benefit cost is calculated based on the City’s annual required contribution (“ARC”). The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities or funding excess over a period not to exceed thirty years. As of July 1, 2017, the most recent actuarial valuation date, the estimated Actuarial Accrued Liability was \$152,279,888, with an estimated Annual Required Contribution for fiscal year end June 30, 2017, of \$9,795,669. The City anticipates the unfunded liability to increase, but is unable to provide an estimated increase.

Liability Insurance

Subject to specific immunity set forth in the South Carolina Tort Claims Act, the City, like other local governments, is liable for damages not to exceed \$300,000 per incident/person and \$600,000 per occurrence/aggregate for torts. There are no limits in actual damages for recoveries under 42 U.S.C. § 1983. No punitive or exemplary damages are permitted under the South Carolina Tort Claims Act or the Federal Civil Rights Act. The City currently self-insures against tort liability under the South Carolina Tort Claims Act.

INTEREST RATE SWAPS AND OTHER OBLIGATIONS

In September 2007, the City entered into an ISDA Master Agreement and an accompanying schedule (collectively, “Master Agreement”) with JPMorgan Chase Bank, N.A. (in such capacity, “Counterparty”), to establish the general terms under which various interest rate swap and other derivative transactions may be entered between such parties.

The Series 2009 Swap

On September 20, 2007, and pursuant to the written confirmation to the Master Agreement dated such date between the City and the Counterparty, the City entered into a “fixed payor” interest rate swap agreement with the Counterparty (“Series 2009 Swap”) to enable the City to synthetically hedge a portion of its variable rate interest exposure relative to the 2009 Bonds during the term of the Series 2009 Swap. The Series 2009 Swap obligates the City to pay the Counterparty a fixed rate, based on a notional amount equal to the initial par amount of the 2009 Bonds, as reduced based on mandatory sinking fund redemptions scheduled therefor. The goal of the Series 2009 Swap is to reduce the City’s variable rate exposure under the 2009 Bonds and convert much of its variable rate exposure during the term of the Series 2009 Swap to a hedged fixed rate (subject to applicable basis risks associated with the actual correlation of such variable rate index with the actual variable rate of such Bonds). The Series 2009 Swap will expire in accordance with its terms (unless earlier terminated) on February 1, 2038, which is a date coterminous with the final maturity date of the 2009 Bonds.

Under certain circumstances, some of which may be beyond the control of the City, the Series 2009 Swap is subject to termination prior to the scheduled termination date, including on the occurrence of certain events of default. Such events of default include without limitation (i) failure to pay or deliver any payment required to be made under the Master Agreement, (ii) breach of Master Agreement, (iii) credit support default, (iv) misrepresentation, (v) default under a specified derivative transaction, (vi) cross default, (vii) bankruptcy and (viii) merger of party or any guarantor of such party without assumption of such party’s obligations by the resulting entity.

In addition to the foregoing, the Counterparty has the right, but is not required, to terminate the Series 2009 Swap in the event that the rating of the long-term unsecured debt (without credit or structural enhancement) of the

City is withdrawn, suspended for more than 30 days or reduced below “BBB” by Standard & Poor’s or “Baa2” by Moody’s. Correspondingly, the City has the right, but is not required, to terminate the Series 2009 Swap in the event that the rating of the long-term unsecured debt (without credit or structural enhancement) of the Counterparty is withdrawn, suspended for more than 30 days or reduced below “BBB” by Standard & Poor’s or “Baa2” by Moody’s.

In the event of an early termination of the Series 2009 Swap, the City may owe a termination payment to the Counterparty or, conversely, the Counterparty may owe a termination payment to the City. Such a termination payment generally would be based on the market value of the Series 2009 Swap on the date of termination. For example, if the Series 2009 Swap was terminated, the City’s termination payment (including accrued interest) to the Counterparty, based on mid-market rates not derived from the solicitation of actionable bids from any broker-dealers, as of June [], 2018, would have been approximately \$[. Any such amount that may be owed in the future by the City with respect to the Series 2009 Swap may be substantial, and could adversely affect the City’s ability to pay debt service on the Bonds. Such termination payments are secured by a pledge of Net Revenues junior and subordinate to the pledge of Net Revenues securing the Bonds and all parity debt.

In addition, a partial termination of the Series 2009 Swap could occur to the extent that any Bonds are redeemed pursuant to an optional redemption. If such an optional redemption occurs, a termination payment related to the portion of the Series 2009 Swap terminated may be owed to either the City or the Counterparty, depending on market conditions at that time. Moreover, the Series 2009 Swap can be terminated on mutual agreement of the Counterparty and the City. There is no guarantee the Series 2009 Swap will be outstanding for its stated term.

The payment obligations of the City under the Series 2009 Swap will not alter or affect the obligation of the City to pay or make payments with respect to the principal of, redemption price of and interest on the 2009 Bonds. The Counterparty has no obligation to make payments directly to the holders of the 2009 Bonds. The holders of the 2009 Bonds have no contractual or other rights or claims against the Counterparty for payment of the 2009 Bonds. The Series 2009 Swap does not provide a source of security or other credit for the 2009 Bonds.

Additional Derivative Agreements

In addition to the Series 2009 Swap, the City may in the future enter into one or more additional interest rate swap or other derivative transactions, whether pursuant to the Master Agreement or otherwise and whether with the Counterparty or one or more other swap counterparties, to the extent not prohibited by the Ordinance. The extent or effect of any such additional transactions cannot be known as of the date of this Official Statement.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the 2018 Bonds on an event of default under the Ordinance are in many respects dependent on judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code, the remedies specified by the federal bankruptcy code and the Ordinance, the 2018 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2018 Bonds (including Co-Bond Counsel’s approving opinions) will be qualified, as to the enforceability of the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of credits enacted before or after such delivery.

LEGAL MATTERS

Litigation [TO BE UPDATED]

Except as set forth below, no litigation, to the knowledge of the City, is threatened in any court to restrain or enjoin the issuance or delivery of the 2018 Bonds or the collection, payment or receipt of the moneys pledged or to be pledged to pay the principal of, premium, if any, and interest on the 2018 Bonds or, in any way contesting or affecting the validity of the 2018 Bonds, the General Ordinance or the Supplemental Ordinance, the power to collect, pay or receive the moneys with which to pay the 2018 Bonds or the organization or the powers of the City, including the power to operate the System and to collect revenues therefrom.

United States Bankruptcy Code

The undertakings of the City should be considered with reference to Chapter 9 of the Bankruptcy Code, 11 U.S.C. § 901, et seq., as amended (“Bankruptcy Code”), and other laws affecting creditors’ rights and municipalities generally. Chapter 9 permits a municipality, political subdivision, public agency, or other instrumentality of a State that is insolvent or unable to meet its debts as such debts mature to file a petition in the United States Bankruptcy Court for the purpose of effecting a plan to adjust its debts; directs such a petitioner to file with the court a list of its creditors; provides that the filing of the petition under that Chapter operates as a stay of the commencement or continuation of any judicial or other proceeding against the petitioner; directs a petitioner to file a plan for the adjustment of its debts; permits the petitioner in its plan to modify the rights to payment of its creditors; provides that the plan must be accepted in writing by or on behalf of creditors; and provides that the plan must be accepted in writing by or on behalf of creditors of each impaired class of claims holding at least two-thirds in amount and more than one-half in number of the creditors which have accepted or rejected the plan. The plan may be confirmed notwithstanding the negative vote of one or more classes of claims if the court finds that the plan is in the best interest of creditors, is feasible, and is fair and equitable with respect to the dissenting classes of creditors. A petitioner has the right to reinstate indebtedness under its plan according to the original maturity schedule of such indebtedness notwithstanding any provision in the documents under which the indebtedness arose relating to the insolvency or financial condition of the debtor before the confirmation of the plan, the commencement of a case under the Bankruptcy Code, or the appointment of or taking possession by a trustee in a case under the Bankruptcy Code or by a receiver or other custodian prior to the commencement of a case under the Bankruptcy Code.

Other Legal Matters

Certain legal matters incident to the authorization, issuance and sale of the 2018 Bonds are subject to the approval of the legality of issuance thereof by McNair Law Firm, P.A., Columbia, South Carolina (“McNair”), and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, as Co-Bond Counsel. The proposed forms of the opinions of Co-Bond Counsel to be delivered when the 2018 Bonds are issued are set forth in Appendix D hereto. Certain matters will be passed on for the Underwriters by Parker Poe Adams & Bernstein LLP, Columbia, South Carolina, and The 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 McNair Law Firm, P.A. have represented one or both of the Underwriters as counsel in financing transactions unrelated to the sale of the 2018 Bonds. Neither the City nor either Underwriter has conditioned the future employment of any of these firms in connection with any proposed financing issues for the City or either Underwriter on the successful execution and delivery of the 2018 Bonds.

TAX EXEMPTION AND OTHER TAX MATTERS

Internal Revenue Code of 1986

In the opinion of McNair, to be delivered on the date of issuance of the 2018 Bonds, under existing laws, regulations, rulings and judicial decisions and assuming the City’s continued compliance with certain covenants described below, interest on the 2018 Bonds is excludable from gross income of the recipients thereof for federal income tax purposes.

The Internal Revenue Code of 1986, as amended (“Code”), including the Treasury Regulations promulgated thereunder, includes provisions that relate to tax-exempt obligations, such as the 2018 Bonds, including, among other things, permitted uses and investment of the proceeds of the 2018 Bonds and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest on the 2018 Bonds becoming subject to federal income taxation retroactive to the respective issuance dates thereof. The City has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the 2018 Bonds from gross income for federal tax purposes. Failure of the City to comply with the covenant could cause the interest on the 2018 Bonds to be taxable retroactively to the date of issuance.

The Code imposes an alternative minimum tax on a taxpayer’s alternative minimum taxable income. Interest on the 2018 Bonds is not an item of tax preference for purposes of the individual and corporate alternative minimum tax. Interest on the 2018 Bonds is not an item of tax preference for purposes of the alternative minimum tax.

Although McNair is of the opinion that interest on the 2018 Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the 2018 Bonds may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend on the recipient’s particular tax status or other items of income or deduction. Prospective purchasers of the 2018 Bonds should be aware that ownership of the 2018 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, banks, thrifts and other financial institutions, property and casualty insurance companies, certain recipients of Social Security or Railroad Retirement benefits, certain S corporations with “excess net passive income,” foreign corporations subject to the branch profits tax, life insurance companies and taxpayers otherwise entitled to claim the earned income credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the 2018 Bonds. McNair will not express any opinion as to such collateral tax consequences. Prospective purchasers of the 2018 Bonds should consult their tax advisors as to collateral federal income tax consequences.

McNair has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or event occurring (or not occurring) after the issuance date of the 2018 Bonds may affect the tax status of interest on the 2018 Bonds. In rendering its opinion, McNair will rely on certificates and representations of the City with respect to certain material facts solely within the City’s knowledge relating to the investment and use of the proceeds of the 2018 Bonds and compliance by the City with certain covenants.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the 2018 Bonds to be subject, directly or indirectly, to federal or State income taxation, or otherwise prevent the holders thereof from realizing the full current benefit of the tax-exempt status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Code or court decisions could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the 2018 Bonds and could also affect, perhaps significantly, the market price for, or marketability of, the 2018 Bonds. Prospective purchasers of the 2018 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, and regarding the impact of future legislation, regulations or litigation, as to which McNair expresses no opinion.

[Original Issue Discount]

Certain of the 2018 Bonds have been sold at initial public offering prices which are less than the amount payable at maturity (“Discount Bonds”). An amount not less than the difference between the initial public offering prices of the Discount Bonds and the amount payable at maturity constitutes original issue discount, which will be treated as interest on such Discount Bonds and, to the extent properly allocable to particular owners who acquire such Discount Bonds at the initial offering thereof, will be excludable from gross income for federal income tax purposes to the same extent as other interest on the 2018 Bonds.

A portion of the original issue discount that accrues in each year to an owner of a Discount Bond that is a corporation will be included in the calculation of adjusted current earnings in determining the alternative minimum tax liability of such corporation. Consequently, an owner of any Discount Bond that is a corporation should be aware

that the accrual of original issue discount in each year may result in an alternative minimum tax liability although the owner of such Discount Bond has not received cash attributable to such original issue discount in such year.

Owners who may acquire 2018 Bonds that are Discount Bonds should consult their tax advisors with respect to the determination for federal income tax purposes of the amount of original issue discount or interest properly accruable with respect to such 2018 Bonds, other tax consequences of owning Discount Bonds and the state and local tax consequences of owning Discount Bonds.]

[Original Issue Premium

Certain of the 2018 Bonds have been sold at initial public offering prices which are greater than the amount payable at maturity ("Premium Bonds"). An amount equal to the excess of the purchase price of the Premium Bonds over their stated redemption prices at maturity constitutes premium on such Premium Bonds. A purchaser of a Premium Bond must amortize any premium over such Premium Bond's term using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the purchaser's basis in such Premium Bond is reduced by a corresponding amount, resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser's basis is reduced, no federal income tax deduction is allowed. Purchasers of any 2018 Bonds at a premium, whether at the time of initial issuance or subsequent thereto, should consult with their own tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to state and local tax consequences of owning such 2018 Bonds.]

State Tax Law Matters

McNair is of the opinion that under present laws of the State, interest on the 2018 Bonds will be excluded from South Carolina taxation, except estate, transfer and certain franchise taxes. Section 12-11-20 of the Code of Laws of South Carolina 1976, as amended, imposes on every bank engaged in business in the State a fee or franchise tax computed at the rate of 4½% of the entire net income of such bank. Regulations of the South Carolina Department of Revenue require that the term "entire net income" include income derived from any source whatsoever, including interest on obligations of any state and any political subdivision thereof. Interest on the 2018 Bonds will be included in such computations.

FINANCIAL ADVISOR

Stifel, Nicolaus and Company, Incorporated, Columbia, South Carolina, has served as Financial Advisor to the City in connection with the offer and sale of the 2018 Bonds. As such, it has participated in the preparation of and review of the various financing documents related to the 2018 Bonds. The Financial Advisor will be paid from the proceeds of the 2018 Bonds.

EXPERTS AND CONSULTANTS

Any references herein to [], as Consulting Engineer and [], as Financial Feasibility Consultant, have been approved by those firms. The Report of the Consulting Engineer has been included as "APPENDIX F – Stormwater Engineering Report" and the Report of the Financial Feasibility Consultant has been included as "APPENDIX G – Financial Feasibility Report" attached to this Official Statement.

CONTINUING DISCLOSURE

To the extent required by the Rule, the City, through a written agreement or contract for the benefit of registered owners and the Beneficial Owners of the 2018 Bonds, will provide notice, in a format as required by the Rule, either directly or indirectly through a designated agent, in a timely manner not in excess of ten business days after its occurrence, of any of the events enumerated in section (b)(5)(i)(C) of the Rule and will provide certain financial information and operating data relating to the City by no later than February 1 after the end of each of the City's Fiscal Years, commencing with the report for the Fiscal Year ending June 30, 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 2018 Bonds (“DDAA”), is attached as Appendix E. The Annual Report will be filed on behalf of the City by DAC, as dissemination agent, with the Municipal Securities Rulemaking Board (“MSRB”). The notices of any events enumerated in section (b)(5)(i)(C) of the Rule will be filed on behalf of the City by DAC with the MSRB. The specific nature of the information to be contained in the Annual Report and the notices of enumerated events is set forth in the DDAA, the form of which is attached as Appendix E. These covenants have been made in order to assist the original purchasers of the 2018 Bonds in complying with the Rule.

As provided in the Continuing Disclosure Agreement, if the City fails to comply with any provision of the Continuing Disclosure Agreement, any registered owner or “Holder” of the Bonds may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the City to comply with its continuing disclosure obligations under the Continuing Disclosure Agreement. “Beneficial Owner” is defined in the Continuing Disclosure Agreement to mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any 2018 Bonds (including persons holding 2018 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any 2018 Bonds for federal income tax purposes. If any person seeks to cause the City to comply with its continuing disclosure obligations under the Continuing Disclosure Agreement, it is the responsibility of such person to demonstrate that it is a “Holder” within the meaning of the Continuing Disclosure Agreement.

For the fiscal year ended June 30, 2012, the City filed its annual report containing unaudited financial statements, due on or before January 26, 2013, on January 31, 2013, and filed its audited financial statements on April 25, 2013. The City’s annual reports for fiscal year ended June 30, 2012, did not include as a part of its financial information and operating data the “Comparison of Water Rates in the Columbia MSA” chart which compares the average monthly water bills for certain providers of water service within the Columbia Metropolitan Statistical Area. For further information regarding the City and the Columbia MSA, see Appendix B attached hereto. The City supplemented its annual reports and provided the necessary information through a corrective filing with the MSRB, made on November 12, 2013, which filing was linked to such of the City’s bonds (and individual CUSIPs thereof) as were outstanding and subject to continuing disclosure at the time of such filing.

For the fiscal year ended June 30, 2013, the City filed its annual report, due on or before January 26, 2014 (Sunday), on January 27, 2014. For the fiscal year ended June 30, 2014, the City timely filed its annual report on January 23, 2015. For the fiscal year ended June 30, 2015, the City timely filed its annual report on January 22, 2016. For each of the fiscal years ended June 30, 2012 and 2013, the City filed a Notice of Late Filing on June 24, 2016, which filing was linked to such of the City’s bonds (and individual CUSIPs) as were outstanding and subject to continuing disclosure at the time of such filing and for which an annual report is required to be filed with the MSRB no later than 210 days subsequent to the last day of the City’s fiscal year.

In recent years there have been numerous rating actions reported by Moody’s Investors Service (“Moody’s”) and S&P Global Ratings (“S&P”) affecting several municipal bond insurance companies, some of which had insured or insure certain of the City’s bonds. Due to widespread knowledge of these rating actions, material event notices have not previously been filed by the City in each instance. The City filed notice on October 28, 2016, with respect to Moody’s change of Assured Guaranty Corp’s rating from Aa3 to A3 in January 2013 and S&P’s change of Assured Guaranty Corp’s rating from AA+ to AA- in November 2011. The City filed notice on July 11, 2016, of S&P’s change of Assured Guaranty Corp’s rating from AA- to AA in March 2014.

The City’s policy when it learns of incomplete or late filings is to take remedial action and provide this information immediately. In addition, the City has taken and is continuing to take certain steps to help identify and report events which may trigger continuing disclosure obligations pursuant to the Rule, including but not limited to, (1) increased education (including periodic training) and awareness by the City’s finance staff of the importance of the Rule and continuing disclosure requirements provided thereby; (2) adoption of written policies and procedures related to continuing disclosure and the assignment by the City of its most senior finance staff member with responsibility for continuing disclosure; and (3) the City’s review of potential market changes that might relate to the City’s continuing disclosure requirements and engagement of advisors to help alert the City and its disclosure dissemination agent, DAC, to the same.

The City may modify from time to time, consistent with the Rule, the information provided to the extent

necessary or appropriate in the judgment of the City, but: (1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the City; (2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of this Official Statement, after taking into account any amendments or interpretations of the Rule, as well as any changes in circumstances; and (3) any such modification does not materially impair the interest of the Holders or the beneficial owners, as determined by the nationally recognized bond counsel or by the approving vote of the Holders of a majority in principal amount of the Bonds then Outstanding at the time of the amendment. Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided. The City's continuing disclosure undertakings under the Continuing Disclosure Agreement will terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal of and interest on the 2018 Bonds.

So long as required, pursuant to Section 11-1-85, Code of Laws of South Carolina 1976, as amended, the City shall file with a South Carolina-based, central repository, if any, for availability in the secondary bond market, an annual independent audit within 30 days of its receipt and event specific information within 30 days of an event adversely affecting more than 5% of revenues of the City or the City's tax base. At present, there is no South Carolina-based, central repository.

MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE

In March 2014, the Securities and Exchange Commission ("SEC") announced the Municipalities Continuing Disclosure Cooperation Initiative ("MCDC"), pursuant to which municipal bond underwriters, issuers, and obligated persons were permitted to self-report possible violations involving materially inaccurate statements or omissions relating to prior compliance with the continuing disclosure obligations specified in the Rule. The SEC further announced that, to the extent an issuer meets the requirements of MCDC and the enforcement division of the SEC (the "Division") decided to recommend enforcement action against the issuer, the Division would recommend that the SEC accept a settlement from the issuer on favorable settlement terms, including the issuer's undertakings to establish appropriate policies, procedures and training regarding continuing disclosure obligations, comply with existing continuing disclosure undertakings, including updating past delinquent filings, disclose the settlement in future offering documents and cooperate with any subsequent investigations by the Division.

In April 2016, the City executed and submitted to the SEC an Offer of Settlement under MCDC, in which the City neither admitted nor denied the findings but agreed to cease and desist from future violations and proposed settlement terms consistent with those originally announced by the SEC in March 2014. By order dated August 24, 2016 (SEC Release No. 33-10143) ("Order"), a copy of which may be obtained from the SEC's website, the SEC accepted the City's Offer of Settlement and ordered the City to cease and desist from committing or causing any future violations of Section 17(a)(2) of the 1933 Act and comply with the following undertakings, which undertakings are consistent with those originally announced by the SEC in March 2014:

(1) within 180 days of the date of the Order, the City will establish appropriate written policies and procedures and periodic training regarding continuing disclosure obligations to comply with the federal securities laws, including the designation of an individual or officer at the City responsible for ensuring the City's compliance with such policies and procedures and responsible for implementing and maintaining a record (including attendance) of such training;

(2) within 180 days of the date of the Order, the City will comply with existing continuing disclosure undertakings, including updating past delinquent filings;

(3) the City will disclose in a clear and conspicuous fashion the terms of the settlement described in the Order in any final official statement for an offering by the City within five years of the date of the Order;

(4) the City will certify, in writing, compliance with the undertakings set forth above, including certification no later than the one-year anniversary of the date of the Order and certifications made from time to time upon

reasonable requests by the SEC staff for further evidence of compliance; and

(5) the City will cooperate with any subsequent investigation by the Division regarding the false statements and/or material omissions that were the subject of the Order, including the roles of individuals and/or other parties involved.

Consistent with the original announcement of MCDC by the SEC, the City is not subject to any civil or criminal penalty or fine arising from MCDC or the violations that were the subject of the Order. The City has been and remains fully committed to cooperating with the SEC's efforts to ensure continuing disclosure in an appropriate and timely manner in connection with its publicly traded bond issues.

MISCELLANEOUS

Ratings

Moody's and S&P have assigned the 2018 Bonds their municipal bond ratings of "[]" and "[]," respectively. Such ratings reflect only the views of Moody's and S&P and an explanation of the significance of such ratings may be obtained from Moody's at the following address: Moody's Investors Service, Inc., 7 World Trade Center at 250 Greenwich Street, New York, New York 10007 and for S&P at: Standard & Poor's Corporation, 55 Water Street, 38th Floor, New York, New York 10041. The City has furnished to Moody's and S&P certain information and materials respecting the City and the 2018 Bonds. Generally, Moody's and S&P base their ratings on such information and materials and on investigations, studies and assumptions furnished to and obtained and made by them. There is no assurance that such ratings will remain unchanged for any period of time or that it may not be revised downward or withdrawn entirely by Moody's or S&P, if in their judgment circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the 2018 Bonds.

Underwriting

The City has engaged Seibert to act as senior managing underwriter for the 2018 Bonds. Loop serves as co-manager on the 2018 Bonds.

The 2018 Bonds are being purchased for reoffering by the Underwriters. The Underwriters have agreed, subject to certain conditions, to purchase the 2018 Bonds at a purchase price of \$[] (representing the par amount of the Bonds less an Underwriter's discount of \$[], [plus][less] [net] aggregate original issue [premium][discount] of \$[]).

The Underwriters may offer and sell the 2018 Bonds to certain dealers and others at a price lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed from time to time by the Underwriters.

Concluding Statement

All quotations from and summaries and explanations of provisions of laws of the State herein do not purport to be complete and are qualified in their entirety by reference to the official compilations thereof. All references to the 2018 Bonds and the determinations of the City Council relating thereto are qualified in their entirety by reference to the definitive forms of the 2018 Bonds and the Ordinance and to such determinations. All such summaries, explanations and references are further qualified in their entirety by reference to the exercise of sovereign police powers of the State and the constitutional powers of the United States of America, and to valid bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors.

Certain of the information set forth in the Official Statement and in the appendices hereto has been obtained from sources other than the City that are believed to be reliable but is not guaranteed as to accuracy or completeness.

The agreement between the City and the holders of the 2018 Bonds is fully set forth in the Ordinance and neither any advertisement for the 2018 Bonds nor this Official Statement is to be construed as constituting an

agreement with the holders of the 2018 Bonds.

Anyone having questions should direct them to Jeffery M. Palen, Assistant City Manager for Finance and Economic Services and Chief Financial Officer, City of Columbia, 1737 Main Street, Columbia, South Carolina 29201, and telephone 803.545.4308.

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The delivery of this Official Statement and its use in connection with the sale of the 2018 Bonds has been duly authorized by the City.

CITY OF COLUMBIA, SOUTH CAROLINA

Stephen K. Benjamin, Mayor

APPENDIX A**PORTION OF COMPREHENSIVE ANNUAL FINANCIAL REPORT
OF THE CITY FOR FISCAL YEAR ENDED JUNE 30, 2017**

APPENDIX B

GENERAL INFORMATION REGARDING THE CITY OF COLUMBIA

Population

The population of the City, Lexington County, Richland County and the Columbia Metropolitan Statistical Area (“Columbia MSA”) for the preceding five decades and estimates for calendar year 2017 are and is set forth in the following table:

<u>Year</u>	<u>City</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>Columbia MSA</u>
1970	113,542	89,012	233,868	322,880
1980	101,229	140,353	269,735	409,953
1990	103,477	167,611	285,720	453,932
2000	116,278	216,014	320,677	647,158
2010	129,272	262,391	384,504	767,598
2017 [†]	134,309 [†]	290,642 [†]	411,592 [†]	825,033 [†]

Source: U.S. Department of Commerce, Bureau of the Census.

[†]Estimated, subject to adjustment

Per Capita Income

The following table shows the per capita income in Lexington County, Richland County and the State for the past five calendar years, for which information is available:

<u>Year</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>State</u>
2012	\$37,363	\$37,811	\$35,244
2013	37,982	38,346	35,287
2014	39,771	38,811	36,860
2015	41,764	41,025	38,302
2016	42,843	42,245	39,517

Source: U.S. Bureau of Economic Analysis

Median Family Income

Median family income statistics are available only as combined figures for the Columbia MSA made up of Lexington, Richland, Calhoun, Fairfield, and Saluda counties. The median family income for the Columbia MSA for the last five fiscal years, for which information is available, is shown in the following table. Median family income figures for the State and United States are shown for comparison purposes.

<u>Year</u>	<u>Columbia MSA</u>	<u>State</u>	<u>United States</u>
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

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>
March 2017	4.4	3.4	3.9	4.0	4.6
April 2017	3.8	3.0	3.5	3.7	4.1
May 2017	4.0	3.1	3.6	3.8	4.1
June 2017	4.9	3.6	4.2	4.4	4.5
July 2017	4.9	3.6	4.2	4.5	4.6
August 2017	5.0	3.9	4.6	4.8	4.5
September 2017	4.1	3.4	3.9	4.2	4.1
October 2017	4.1	3.4	4.0	4.2	3.9
November 2017	4.4	3.5	4.1	4.0	3.9
December 2017	4.7	3.7	4.3	4.2	3.9
January 2018	5.4	4.2	5.0	5.0	4.5
February 2018	4.7 [†]	3.9 [†]	4.5 [†]	4.6 [†]	4.4

Source: U.S. Bureau of Labor Statistics

[†]Preliminary, subject to adjustment

Retail Sales

The following table shows retail sales of businesses located in Lexington County, Richland County and the City for the last fiscal calendar years, for which information is available:

<u>Fiscal Year</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>City</u>
2012	\$10,020,668,349	\$10,534,410,062	\$4,975,751,464
2013	10,653,377,005	10,796,020,131	5,238,086,906
2014	10,692,792,351	10,939,040,895	5,379,848,426
2015	12,277,626,168	10,616,492,430	4,781,690,279
2016	15,315,151,929	11,299,456,248	5,272,281,860

Source: South Carolina Department of Revenue

Construction Activity

The growth of the 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>
2013	33	\$29,167,670	226	\$33,847,371
2014	19	87,236,042	178	35,203,257
2015	32	96,485,135	629	118,450,921
2016	34	78,078,051	179	31,824,601
2017	31	107,273,675	316	67,337,325

Source: City of Columbia, Planning and Development Services, Permits

Commerce and Industry

State and federal payrolls are major sources of employment and income for residents of the 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.

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.

Downtown Columbia's 1600 block of Main Street continues its transformation. Anchored by early adopters Mast General and the Nick Theater, the block now contains a yoga studio, wine parlor, event venue, vegan restaurant, boutique cigar store, specialty ice cream shop, bowling alley, and a web development company. In addition to the numerous retail establishments, restaurants, and businesses, Main Street is also home to Soda City and Famously Hot New Year's celebration. Soda City is Columbia's Main Street Farmers Market open every Saturday from 9am – 1 pm, year round. Soda City offers visitors the opportunity to shop for gifts, fresh produce, locally-sourced fresh and prepared food, and craft items. Columbia's Famously Hot New Year's Celebration is South Carolina's largest New Year's Eve event, hosted on Main Street. Started in 2011, Famously Hot New Year is a free, outdoor celebration that draws a diverse, all-ages crowd of tens of thousands of guests—from 48 states and 11 countries—to downtown Columbia, S.C.

Spirit Communications Park ("Park") opened in April 2016. It is a state-of-the-art multi-use sports and entertainment venue situated in "The Commons at Bull Street" in Downtown Columbia. The Park, which hosted its first game in April 2016, is home to the Columbia Fireflies, an affiliated Minor League Baseball team. The Park was named the 2016 Ballpark of the Year by Ballpark Digest. The Park will anchor various projects at The Commons at Bull Street. The baseball team has approximately 550 part-time and 35 full-time employees. The Park seats approximately 8,000 fans for baseball games and 14,000 for concerts.

The Commons at Bull Street is a 181-acre, planned development intending to provide a live-work-play community in the City's downtown. The first phase of development includes The First Base (office) Building and the anticipated opening of Bone-In Barbeque in April 2018. The 196-unit Merrill Gardens, senior-living community and 28 residential townhomes are each under construction. The historic Bakery at Bull Street building is home to the

SOCO cowork and event space. The Central Energy Facility is the future home of Downtown Church and plans are being formulated to locate a new USC Health Sciences campus on the Commons.

Station at Five Points Apartments is a new student housing complex including one, two, three, and four bedroom apartments, with numerous amenities, including electronic building access, study rooms, a 24-hour business center, community-wide high-speed Wi-Fi, media center, fire pit and grilling area, fitness center, pool, gaming room and golf simulator.

A new student housing project is currently in the construction phase for Downtown Columbia. University SC Tower, a private student housing project located a few blocks from the USC Horseshoe will feature 848 beds, five-bedroom suites, private parking and street-level retail. The latest entry into downtown's upscale student housing market will be two glass-covered towers 12-stories high, with a theater, fitness center and rooftop pool. It will be situated along Assembly, Pendleton and Park streets, across Assembly from the State House, with suites ranging from one- to five-bedrooms. Construction of the \$60 million, 435,000-square-foot complex is expected to be completed in 2018.

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.

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.

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.

In and near the Vista are various museums and theatres, including the Columbia Museum of Art, the Historic Columbia Foundation, the South Carolina Confederate Relic Room and Military Museum, the South Carolina State Museum, the Koger for the Arts, EdVenture Children's Museum, and the Trustus Theatre.

In 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 addition to the above, many businesses, including restaurants, hotels, banks, retail stores, apartments and other office buildings, have been or are currently under development in the Vista area.

Fort Jackson. Fort Jackson (“Fort”) was established in 1917 and designated as a permanent post of the United States Army in 1940. The Fort is the largest and most active Initial Entry Training Center in the United States Army, providing training to 54% of the Army’s Basic Combat Training load and 61% of the women who enter the Army each year. While some installations have experienced downsizing and closure in past years, Fort Jackson has added several new schools and training institutions since 1995 including the Army’s Drill Sergeant; Master Fitness and Master Resiliency Schools; the Soldier Support Institute and their Adjutant General, Financial Management, Non-Commissioned Officers Academy, and Inter-Service Postal Training Activity; the National Center for Credibility Assessment; and the Armed Forces Chaplaincy Center and School training Army, Air Force, and Naval Chaplains. These schools and training institutions provide advance training to over 24,000 students.

More than 3,500 active duty soldiers and their 12,000 family members are assigned to the Fort. The Fort instructs more than 50,000 soldiers in basic training and advanced individual training each year. The Fort employs almost 3,500 civilians and provides services for more than 46,000 retirees and their family members. An additional 10,000 students attend courses at the Soldier Support Institute, Armed Forces Chaplaincy Center and School, National Center for Credibility Assessment and Drill Sergeant School am-malty.

Approximately 15,000 acres of the 52,000-acre base are licensed to the South Carolina Army National Guard, which operates the McGrady National Training Center. The McGrady National Training Center is responsible for training members of the SC Army National Guard and is the central training facility for Navy and Air Force Personnel assigned as Individual Augmentees.

The Fort also provides numerous support services for soldiers and their families, including the Moncreif Army Community Hospital (“Moncreif”), a 60-bed general medical and surgical hospital located on the base. Moncreif provides primary care, immunization services, lab services, radiology services, and behavioral health services to personnel and families assigned to Fort Jackson, the Shaw Air Force Base, along with thousands of military retirees living in the midlands area.

The Fort, annexed into the City in October 1968, has a significant economic impact on the midlands area, contributing approximately \$2.2 billion to the local economy. In addition, approximately 200,000 friends and family members visit the midlands area each year to attend basic training graduation activities, using local hotels, restaurants and shopping areas. The Fort encompasses more than 52,000 acres of land including over 100 ranges and field training sites and 1,160 buildings. Recent improvements include a Basic Combat Training star base, dual dining facility, Family Life and Resiliency Center, the 80 Regional Reserve Command and a Residential Communities Initiative which will result in the demolition and renovation of 640 new and 210 renovated homes for Army families.

Industries. In March 2018, Colite International, a world leader in full-service sign manufacturing, announced plans to invest \$2.5 million at its existing operations at 5 Technology Circle in Richland County. The investment will allow the purchase of state-of-the-art equipment to keep the company competitive in national and international markets.

In February 2018, Zeus Industrial Products, a leading polymer extrusion manufacturer and material science innovator, announced plans to expand its existing location in Calhoun County. The company’s \$76 million investment is expected to create an additional 350 new jobs over the next several years. When the expansion is complete, the new facility will include approximately 148,000 square feet of manufacturing space. The expansion is scheduled to be completed in 2019.

In January 2018, Tidewater Boats, a designer and manufacturer of premium saltwater boats, announced plans to grow its existing Lexington County operations. In order to accommodate the production of larger models, the company is investing \$8.3 million and creating 100 new jobs. The company will be constructing a new satellite facility at 1 Brickyard Road in Lexington, S.C. to produce its larger models. The site will allow for more modernized, streamlined production, while also freeing up space at Tidewater’s original facility to expand production.

In December 2017, Nephron Pharmaceuticals Corporation, a manufacturer of sterile inhalation and 503B outsourcing medications, announced a \$12.5 million expansion to add 36,000 square feet of manufacturing space to its existing 400,000+ square foot facility in Saxe Gotha Industrial Park. The new investment is expected to create 125 new jobs. In 2011, the company announced plans to relocate its headquarters from Florida to South Carolina. Since announcing plans to relocate their headquarters, the company has invested more than \$320 million and currently employs 640 workers.

In November 2017, The Ritedose Corporation, a pharmaceutical products manufacturer, announced plans to invest \$10 million constructing a new 140,000 square foot facility within the Enterprise Industrial Campus of Midlands Technical College. The latest expansion is in addition to plans announced in 2014 to add 80,000 square feet to their existing 120,000 square foot facility, investing \$110 million and creating 65 new jobs. The Ritedose Corporation specializes in the production of inhalation products, eye drops, ear drops and oral liquids.

In November 2017, Woodfield Systems USA, a designer and manufacturer of bulk liquid and gas handling equipment, announced plans to establish a new manufacturing center in Richland County. In connection with these plans, the company intends to invest \$1.5 million and create 50 new jobs. The company's Richland County operations will produce loading arms, metering and process skids to support the loading and unloading of bulk tanker trucks and rail cars in the refined fuel, industrial and chemical and industrial HVAC markets.

In October 2017, Prysmian Group, a world leader in the telecom cables and systems industry, announced plans to expand its Lexington County facility, investing \$15 million and creating 30 new jobs within the next five years. Once the expansion is completed, Prysmian's Lexington County facility will be the company's top producer of fiber cable in the world.

In September 2017, Charter Nex, one of North America's leading independent producers of high-performance specialty films used in flexible packaging and other critical performance applications, announced plans to invest \$85 million and create 110 new jobs in connection with its proposed 140,000-square-foot facility to be constructed in the Carolina Pines Industrial Park.

In August 2017, Trane, a leading global provider of indoor comfort systems and services, announced plans to expand its existing operations with a capital investment of \$96 million and the creation of 700 new jobs. Trane currently has approximately 600 employees in South Carolina. The company's existing facility will increase in size by 680,000 square feet once the expansion is completed.

In May 2017, China Hengshi Foundation Company, a fiberglass fabric provider, announced plans to occupy a 111,000-square-foot facility located in the City. The company's new operations are expected to bring \$11.1 million in capital investment and lead to the creation of 48 new jobs. Founded in 2000, China Hengshi specializes in the research, development, production and marketing of a variety of fiber-weaving products for export around the world. Primarily used in wind turbine blades, the company's products are also used, for example, in space flight, aviation, construction, transportation, and environmental protection.

In April 2017, LulaRoe, a national clothing provider, announced plans to locate a new distribution center in Richland County. The project is expected to bring approximately \$35 million of new capital investment and create at least 1,000 new jobs over the next few years.

In March, 2017, a major aluminum cast plate manufacturer known throughout the world as Alimex, announced plans to establish a new facility in the midlands by bringing \$2 million in new capital investment and creating 27 new jobs. Alimex will lease a new industrial building located in the City. Founded in Germany in 1970, Alimex supplies the worldwide metal distribution, machining and processing industry with high-precision aluminum cast plates.

In June 2016, China Jushi, a global manufacturer of fiberglass products, announced the location of their first U.S. manufacturing operation in the County, with an expectation to produce 80,000 tons of fiberglass annually. The first phase of the project is expected to bring \$300 million in capital investment and create 400 new jobs. Once completed, the project is expected to become the largest consumer of water and sewer service from the City.

In April 2016, IBM, USC and Flour Corporation held the ribbon cutting for the Center for Applied Innovation.

The Center will provide application services to both public and private sector organizations across North America with specialties in the areas of analytics and higher education industry solutions. As part of the initiative, the organizations will collaborate on tailored IT curriculums and advanced analytic techniques for personalized learning. The Center is expected to create 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. Dominion's new facility will incorporate 120,000 square feet of office space on a nine-acre campus. This move comes on the heels of their acquisition of Carolina Gas Transmission from SCANA Corporation. Dominion is expected to invest \$10 million in its new facility as well as bring around 100 high wage paying jobs to the City.

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 within the Columbia MSA:

<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 under the heading

“Columbia MSA Labor Force Estimate” 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.

Financial Institutions. The Columbia MSA serves as the chief financial center of the State. According to the Federal Deposit Insurance Corporation, as of June 30, 2017, there were 186 branches of commercial banks and savings institutions in the Columbia MSA, with deposits at all financial institutions totaling \$19,942,997,000.

Utilities. Electricity for industrial, residential and commercial consumption is provided by SCE&G, Tri-County Cooperative, Inc., Mid-Carolina Electric Cooperative, Inc. and Fairfield Electric Cooperative, Inc. Natural gas is provided by SCE&G. Water and sewer service is provided by the City inside the City limits, as well as to portions of Richland and Lexington Counties.

The Midlands region has attracted interest from multiple utility-scale solar farm developers. Since 2015, the development of more than 100 MW of utility-scale solar farms have been announced in Saluda, Calhoun and Lexington Counties. One megawatt of solar energy is enough to provide inexpensive, secure, clean energy to approximately 200 homes.

Recreation. The Columbia MSA offers many opportunities for recreation and leisure activities. The Columbia Museum of Art is South Carolina's premier international art museum with extraordinary collections of European and American fine and decorative art that span centuries. The South Carolina State Museum is the largest museum in South Carolina, located in America's first electric-powered textile mill with extensive exhibits in the disciplines of art, science and technology, cultural history and natural history. There are 12 art and historical museums in the area. The Town Theatre is the oldest, continuously operating community theatre in the U.S. and is listed on the National Register of Historical Places. The theatre provides live community theatre performances throughout the year with emphasis on musicals, comedies and youth productions. EdVenture Children's Museum, the South's largest children's museum at 67,000 square feet, is the home of Eddie, the world's largest child, along with hundreds of interactive exhibits to inspire children to experience the joy of learning. The Riverbanks Zoological Park, ranked among the top ten zoos in the nation, is home for more than 2,000 animals housed within naturalistic exhibits and a botanical garden. Riverbanks Zoo and Garden is committed to the conservation of wildlife, to the audience's

education of natural history, and to the enhancement of the quality of life in its community through the provision of high-quality recreational opportunities. The University of South Carolina and other area universities and colleges offer a wide range of sports activities for both spectators and participants. Lake Murray, a 50,000-acre man-made lake with more than 500 miles of shoreline, includes limitless opportunities for fishing, camping, boating, sailing and skiing, as well as residential sites for single-family and multi-family development. Congaree National Park, located in southeast Richland County, less than 30 minutes from downtown Columbia, offers more than 20,000 federally-designated wilderness acres that visitors can explore by foot, kayak, or canoe. The park preserves one of the largest tracts of old growth bottomland hardwood forest left in the United States. Moreover, the lush trees growing in its floodplain forest are some of the tallest in the Eastern United States, forming one of the highest temperate deciduous forest canopies remaining in the world.

Public Schools. There were approximately 52,210 pupils enrolled in public schools in Richland County and approximately 58,103 enrolled in the public school system in Lexington County for the 2017-2018 school year (as of October 2017). All public schools are fully accredited and all teachers fully certified by the South Carolina Department of Education.

Higher Education. There are eight main institutions of higher education in the Columbia MSA, the largest being the main campus of the University of South Carolina with a Fall 2017 enrollment of 34,731. The table below lists these institutions and their Fall 2017 enrollment:

<u>College/University</u>	<u>Enrollment</u>
University of South Carolina (Columbia Campus)	34,731
Midlands Technical College	10,625
Benedict College	2,090
Southern Wesleyan University	1,688
South University	1,134
Columbia College	1,513
Columbia International University	943
Allen University	590

Source: South Carolina Commission on Higher Education

Midlands Technical College (“MTC”) is a comprehensive, multi-campus, two-year college serving the primary region of Richland, Lexington and Fairfield counties. One of South Carolina’s largest two-year colleges, MTC enrolls students seeking to develop career skills or transfer to a four-year institution. MTC employs approximately 600 permanent faculty and staff and approximately 400 adjunct faculty. More than three-quarters of MTC’s faculty holds a master’s degree or doctorate degree in their teaching field. MTC offers approximately 100 associate degrees, diploma and certificate programs of study, and an estimated 70% of the courses are in the career program area. MTC is comprised of six campuses – Airport, Batesburg-Leesville, Beltline, Fairfield, Harbison, and the 100-acre Northeast Campus which contains MTC’s Enterprise Campus and Center of Excellence for Technology. MTC also has a teaching location at the Fort that serves enlisted personnel and civilians. MTC’s Continuing Education Division provides continuing education opportunities to more than 30,000 individuals annually and is one of the largest providers of noncredit professional upgrade training of any two-year college in the State. MTC is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools and is part of the South Carolina Technical College System.

APPENDIX C
SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE

SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE
[TO BE PROVIDED]

APPENDIX D
FORMS OF OPINIONS OF CO-BOND COUNSEL

[Letterhead of McNair Law Firm, P.A.]
June [], 2018

City Council of the
City of Columbia, South Carolina
Columbia, South Carolina

\$50,000,000*
CITY OF COLUMBIA, SOUTH CAROLINA
STORMWATER SYSTEM REVENUE BONDS
SERIES 2018

We have acted as bond counsel to the City of Columbia, South Carolina (the “City”), in connection with the issuance of the City’s \$50,000,000* Stormwater System Revenue Bonds, Series 2018 (“2018 Bonds”). In such capacity, we have examined such law and such certified proceedings, certifications and other documents as we have deemed necessary to render this opinion.

The 2018 Bonds are issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina (the “State”), including particularly Article X, Section 14(10) of the South Carolina Constitution; Title 6, Chapter 21, Code of Laws of South Carolina 1976, as amended (the “Act”); and General Bond Ordinance No. 2018-45 of the City Council of the City (the “Council”) enacted on May 1, 2018, as amended (as so amended, the “General Bond Ordinance”) and supplemented, including as amended and supplemented particularly by First Supplemental Ordinance No. 2018-46 of the Council enacted on May 1, 2018 (the “Supplemental Ordinance”). The General Bond Ordinance and the Supplemental Ordinance are sometimes collectively referred to as the “Bond Ordinances.”

The 2018 Bonds are being issued for the purposes of (i) improving and enlarging the Stormwater System of the City (as described in Schedule I of the Supplemental Ordinance); and (ii) paying the Cost of Issuance (as defined in the Bond Ordinances) of the 2018 Bonds.

The 2018 Bonds are subject to optional and mandatory redemption prior to maturity as contemplated by the Bond Ordinances.

The 2018 Bonds are immobilized in the custody of The Depository Trust Company, New York, New York (“DTC”), and a book entry system is being used to evidence ownership and transfer on the records of DTC and its participants.

Regarding questions of fact material to our opinion, we have relied on the representations of the City contained in the Bond Ordinances and the Federal Tax Certificate of the City dated the date hereof, and in the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation. We have assumed that all signatures on documents, certificates and instruments examined by us are genuine, all documents, certificates and instruments submitted to us as originals are authentic and all documents, certificates and instruments submitted to us as copies conform to the originals. In addition, we have assumed that all documents, certificates and instruments relating to the issuance of the 2018 Bonds have been duly authorized, executed and delivered by all parties thereto other than the City, and we have further assumed the due organization, existence and powers of such other parties other than the City.

As bond counsel, we have been retained solely for the purpose of examining the validity and legality of the 2018 Bonds and of rendering the specific opinion herein stated and for no other purpose. We have not acted as a municipal advisor (within the meaning of Section 15B of the Securities Exchange Act of 1934) to the City in connection with the execution and delivery of the Bonds. We have not verified the accuracy, completeness or fairness of any representation or information concerning the business or financial condition of the City in connection with the sale of the 2018 Bonds. Accordingly, we express no opinion on the completeness, fairness or adequacy of any such representation or information.

We refer you to the 2018 Bonds and the Bond Ordinances for a further description of the 2018 Bonds, the

purposes for which the 2018 Bonds are issued, the uses of the proceeds from the sale of the 2018 Bonds and the security therefor.

Based on the foregoing, we are of the opinion that, under existing law:

1. The City is validly existing as a body politic and corporate of the State with the power to enact the Bond Ordinances, perform the agreements on its part contained therein and issue the 2018 Bonds.

2. The Bond Ordinances have been duly enacted by the Council and constitute valid and binding obligations of the City enforceable against the City.

3. The 2018 Bonds have been duly authorized and executed by the City and are valid and binding limited obligations of the City payable solely from and secured equally and ratably by a pledge of and a lien on the Net Revenues (as defined in the General Bond Ordinance) derived by the City from the operation of its Stormwater System (the "System"), on a parity with the pledges of Net Revenues securing Additional Bonds. Under the General Bond Ordinance the City may, under certain terms and conditions, issue Bonds (as defined in the General Bond Ordinance) on a parity with the 2018 Bonds.

4. Interest on the 2018 Bonds is excludable from gross income for federal income tax purposes under existing statutes, regulations and court decisions, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. The opinion set forth in the preceding sentence is subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the 2018 Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The City has covenanted to comply with the requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the 2018 Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the 2018 Bonds.

5. Under the laws of the State, the 2018 Bonds and the interest thereon are presently exempt from all taxation in the State, except for estate or other transfer taxes. It should be noted, however, that Section 12-11-20, Code of Laws of South Carolina 1976, amended, imposes on every bank engaged in business in the State a fee or franchise tax computed on the entire net income of such bank which includes interest paid on the 2018 Bonds.

The rights of the owners of the 2018 Bonds and the enforceability of the 2018 Bonds and the Bond Ordinances are limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

We express no opinion herein regarding the accuracy, adequacy or completeness of the Official Statement relating to the 2018 Bonds. Further, we express no opinion regarding tax consequences arising with respect to the 2018 Bonds other than as expressly set forth herein.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

McNAIR LAW FIRM, P.A.

[Letterhead of Johnson, Toal & Battiste, P.A.]
June [], 2018

City Council of the
City of Columbia, South Carolina
Columbia, South Carolina

\$50,000,000*
CITY OF COLUMBIA, SOUTH CAROLINA
STORMWATER SYSTEM REVENUE BONDS
SERIES 2018

We have acted as bond counsel to the City of Columbia, South Carolina (the “City”), in connection with the issuance of the City’s \$50,000,000* Stormwater System Revenue Bonds, Series 2018 (“2018 Bonds”). In such capacity, we have examined such law and such certified proceedings, certifications and other documents as we have deemed necessary to render this opinion.

The 2018 Bonds are issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina (the “State”), including particularly Article X, Section 14(10) of the South Carolina Constitution; Title 6, Chapter 21, Code of Laws of South Carolina 1976, as amended (the “Act”); and General Bond Ordinance No. 2018-45 of the City Council of the City (the “Council”) enacted on May 1, 2018, as amended (as so amended, the “General Bond Ordinance”) and supplemented, including as amended and supplemented particularly by First Supplemental Ordinance No. 2018-46 of the Council enacted on May 1, 2018 (the “Supplemental Ordinance”). The General Bond Ordinance and the Supplemental Ordinance are sometimes collectively referred to as the “Bond Ordinances.”

The 2018 Bonds are being issued for the purposes of (i) improving and enlarging the Stormwater System of the City (as described in Schedule I of the Supplemental Ordinance); and (ii) paying the Cost of Issuance (as defined in the Bond Ordinances) of the 2018 Bonds.

The 2018 Bonds are subject to optional and mandatory redemption prior to maturity as contemplated by the Bond Ordinances.

The 2018 Bonds are immobilized in the custody of The Depository Trust Company, New York, New York (“DTC”), and a book entry system is being used to evidence ownership and transfer on the records of DTC and its participants.

Regarding questions of fact material to our opinion, we have relied on the representations of the City contained in the Bond Ordinances, and in the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation. We have assumed that all signatures on documents, certificates and instruments examined by us are genuine, all documents, certificates and instruments submitted to us as originals are authentic and all documents, certificates and instruments submitted to us as copies conform to the originals. In addition, we have assumed that all documents, certificates and instruments relating to the issuance of the 2018 Bonds have been duly authorized, executed and delivered by all parties thereto other than the City, and we have further assumed the due organization, existence and powers of such other parties other than the City.

As bond counsel, we have been retained solely for the purpose of examining the validity and legality of the 2018 Bonds and of rendering the specific opinion herein stated and for no other purpose. We have not acted as a municipal advisor (within the meaning of Section 15B of the Securities Exchange Act of 1934) to the City in connection with the execution and delivery of the Bonds. We have not verified the accuracy, completeness or fairness of any representation or information concerning the business or financial condition of the City in connection with the sale of the 2018 Bonds. Accordingly, we express no opinion on the completeness, fairness or adequacy of any such representation or information.

We refer you to the 2018 Bonds and the Bond Ordinances for a further description of the 2018 Bonds, the

purposes for which the 2018 Bonds are issued, the uses of the proceeds from the sale of the 2018 Bonds and the security therefor.

Based on the foregoing, we are of the opinion that, under existing law:

1. The City is validly existing as a body politic and corporate of the State with the power to enact the Bond Ordinances, perform the agreements on its part contained therein and issue the 2018 Bonds.
2. The Bond Ordinances have been duly enacted by the Council and constitute valid and binding obligations of the City enforceable against the City.
3. The 2018 Bonds have been duly authorized and executed by the City and are valid and binding limited obligations of the City payable solely from and secured equally and ratably by a pledge of and a lien on the Net Revenues (as defined in the General Bond Ordinance) derived by the City from the operation of its Stormwater System (the "System"), on a parity with the pledges of Net Revenues securing Additional Bonds. Under the General Bond Ordinance the City may, under certain terms and conditions, issue Bonds (as defined in the General Bond Ordinance) on a parity with the 2018 Bonds.

The rights of the owners of the 2018 Bonds and the enforceability of the 2018 Bonds and the Bond Ordinances are limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

We express no opinion herein regarding the accuracy, adequacy or completeness of the Official Statement relating to the 2018 Bonds. Further, we express no opinion regarding tax consequences arising with respect to the 2018 Bonds.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

JOHNSON, TOAL & BATTISTE, P.A.

APPENDIX E
FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (“Disclosure Agreement”), dated as of June [], 2018, is executed and delivered by the City of Columbia, South Carolina (“Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (“Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (defined below) of the Bonds (defined below) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (“Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (defined below). The capitalized terms shall have the following meanings:

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the Repositories.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Voluntary Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the Repositories under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure Representative” means the Assistant City Manager for Finance and Economic Services or designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic

Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means an event listed in Sections 4(a) of this Disclosure Agreement.

"Official Statement" means that Official Statement prepared by the Issuer in connection with its \$50,000,000* Stormwater System Revenue Bonds, Series 2018, as listed on Appendix A.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, not later than 30 days prior to the Annual Filing Date. Promptly on receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than February 1 following the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2018. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). On such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification) no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Notice Event as described in Section 4(a)(12) has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall provide in a timely manner an electronic copy of the Issuer's unaudited financial statements to the Disclosure Dissemination Agent and shall, within a reasonable time of when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
- (ii) on receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
- (iii) on receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
- (iv) on receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - 1. Principal and interest payment delinquencies;
 - 2. Non-Payment related defaults, if material;
 - 3. Unscheduled draws on debt service reserves reflecting financial difficulties;
 - 4. Unscheduled draws on credit enhancements reflecting financial difficulties;
 - 5. Substitution of credit or liquidity providers, or their failure to perform;
 - 6. Adverse tax opinions, IRS notices or events affecting the tax status of the security;
 - 7. Modifications to rights of securities holders, if material;
 - 8. Bond calls, if material, and tender offers;
 - 9. Defeasances;
 - 10. Release, substitution, or sale of property securing repayment of the securities, if material;
 - 11. Rating changes;
 - 12. Bankruptcy, insolvency, receivership or similar event of the obligated person;
 - 13. Merger, consolidation, or acquisition of the obligated person, if material; and
 - 14. Appointment of a successor or additional trustee, or the change of name of a trustee, if material;

- (v) on receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;
- (vi) on receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:
 - 1. amendment to continuing disclosure undertaking;
 - 2. change in obligated person;
 - 3. notice to investors pursuant to bond documents;
 - 4. certain communications from the Internal Revenue Service;
 - 5. secondary market purchases;
 - 6. bid for auction rate or other securities;
 - 7. capital or other financing plan;
 - 8. litigation/enforcement action;
 - 9. change of tender agent, remarketing agent, or other on-going party;
 - 10. derivative or other similar transaction; and
 - 11. other event-based disclosures;
- (vii) on receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:
 - 1. quarterly/monthly financial information;
 - 2. change in fiscal year/timing of annual disclosure;
 - 3. change in accounting standard;
 - 4. interim/additional financial information/operating data;
 - 5. budget;
 - 6. investment/debt/financial policy;
 - 7. information provided to rating agency, credit/liquidity provider or other third party;
 - 8. consultant reports; and
 - 9. other financial/operating data;
- (viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means

of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date on change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain 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 Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

- (2) 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 Stormwater System, (iii) Stormwater Rates (if modified during such fiscal year), (iv) Comparison of Stormwater Rates in the Columbia MSA, and (v) Capital Improvements Undertaken.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

SECTION 4. Reporting of Notice Events.

- (a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;
13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers

for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Dissemination Agent to so advise the Issuer shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Reports.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds on the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or on delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, on thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. On termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated in this Disclosure Agreement.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely on Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith on the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By: _____

Name: _____

Title: _____

CITY OF COLUMBIA, SOUTH CAROLINA, as Issuer

By: _____

Name: _____

Title: _____

EXHIBIT A
NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer	City of Columbia, South Carolina
Obligated Person(s)	City of Columbia, South Carolina
Name of Bond Issue:	\$50,000,000* Stormwater System Revenue Bonds Series 2018
Date of Issuance:	June [], 2018
Date of Official Statement:	May [], 2018
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: \$50,000,000* Stormwater System Revenue Bonds
 Series 2018

Date of Issuance: June [], 2018
 Date of Official Statement: May [], 2018

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement, dated as of June [], 2018, between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by:_____.

Dated: _____

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
 as Disclosure Dissemination Agent,
 on behalf of the Issuer

By:_____

 Name:_____

 Title:_____

cc: Issuer
 Obligated Person

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

_____ Description of Notice Events (Check One):

1. ☐ Principal and interest payment delinquencies;
2. ☐ Non-Payment related defaults, if material;
3. ☐ Unscheduled draws on debt service reserves reflecting financial difficulties;
4. ☐ Unscheduled draws on credit enhancements reflecting financial difficulties;
5. ☐ Substitution of credit or liquidity providers, or their failure to perform;
6. ☐ Adverse tax opinions, IRS notices or events affecting the tax status of the security;
7. ☐ Modifications to rights of securities holders, if material;
8. ☐ Bond calls, if material;
9. ☐ Defeasances;
10. ☐ Release, substitution, or sale of property securing repayment of the securities, if material;
11. ☐ Rating changes;
12. ☐ Tender offers;
13. ☐ Bankruptcy, insolvency, receivership or similar event of the obligated person;
14. ☐ Merger, consolidation, or acquisition of the obligated person, if material; and
15. ☐ Appointment of a successor or additional trustee, or the change of name of a trustee, if material.
16. ☐ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100

Date: _____

EXHIBIT C-2**VOLUNTARY EVENT DISCLOSURE COVER SHEET**

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. ☐ amendment to continuing disclosure undertaking;
2. ☐ change in obligated person;
3. ☐ notice to investors pursuant to bond documents;
4. ☐ certain communications from the Internal Revenue Service;
5. ☐ secondary market purchases;
6. ☐ bid for auction rate or other securities;
7. ☐ capital or other financing plan;
8. ☐ litigation/enforcement action;
9. ☐ change of tender agent, remarketing agent, or other on-going party;
10. ☐ derivative or other similar transaction; and
11. ☐ other event-based disclosures.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100

Date: _____

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

_____ Description of Voluntary Financial Disclosure (Check One):

1. ☐ quarterly/monthly financial information;
2. ☐ change in fiscal year/timing of annual disclosure;
3. ☐ change in accounting standard;
4. ☐ interim/additional financial information/operating data;
5. ☐ budget;
6. ☐ investment/debt/financial policy;
7. ☐ information provided to rating agency, credit/liquidity provider or other third party;
8. ☐ consultant reports; and
9. ☐ other financial/operating data.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100

Date: _____

APPENDIX F
STORMWATER ENGINEERING REPORT

APPENDIX G
FINANCIAL FEASIBILITY STUDY

EXHIBIT D

FORM OF CONTINUING DISCLOSURE AGREEMENT

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (“Disclosure Agreement”), dated as of June [], 2018, is executed and delivered by the City of Columbia, South Carolina (“Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (“Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (defined below) of the Bonds (defined below) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (“Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (defined below). The capitalized terms shall have the following meanings:

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the Repositories.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Voluntary Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the Repositories under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure Representative” means the Assistant City Manager for Finance and Economic Services or designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Notice Event” means an event listed in Sections 4(a) of this Disclosure Agreement.

“Official Statement” means that Official Statement prepared by the Issuer in connection with its \$50,000,000* Stormwater System Revenue Bonds, Series 2018, as listed on Appendix A.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, not later than 30 days prior to the Annual Filing Date. Promptly on receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than February 1 following the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2018. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). On such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification) no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Notice Event as described in Section 4(a)(12) has occurred and to

immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall provide in a timely manner an electronic copy of the Issuer's unaudited financial statements to the Disclosure Dissemination Agent and shall, within a reasonable time of when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
- (ii) on receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
- (iii) on receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
- (iv) on receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - 1. Principal and interest payment delinquencies;
 - 2. Non-Payment related defaults, if material;
 - 3. Unscheduled draws on debt service reserves reflecting financial difficulties;
 - 4. Unscheduled draws on credit enhancements reflecting financial difficulties;
 - 5. Substitution of credit or liquidity providers, or their failure to perform;
 - 6. Adverse tax opinions, IRS notices or events affecting the tax status of the security;
 - 7. Modifications to rights of securities holders, if material;
 - 8. Bond calls, if material, and tender offers;
 - 9. Defeasances;
 - 10. Release, substitution, or sale of property securing repayment of the securities, if material;
 - 11. Rating changes;
 - 12. Bankruptcy, insolvency, receivership or similar event of the obligated person;
 - 13. Merger, consolidation, or acquisition of the obligated person, if material; and

14. Appointment of a successor or additional trustee, or the change of name of a trustee, if material;
- (v) on receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;
 - (vi) on receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:
 1. amendment to continuing disclosure undertaking;
 2. change in obligated person;
 3. notice to investors pursuant to bond documents;
 4. certain communications from the Internal Revenue Service;
 5. secondary market purchases;
 6. bid for auction rate or other securities;
 7. capital or other financing plan;
 8. litigation/enforcement action;
 9. change of tender agent, remarketing agent, or other on-going party;
 10. derivative or other similar transaction; and
 11. other event-based disclosures;
 - (vii) on receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:
 1. quarterly/monthly financial information;
 2. change in fiscal year/timing of annual disclosure;
 3. change in accounting standard;
 4. interim/additional financial information/operating data;
 5. budget;
 6. investment/debt/financial policy;
 7. information provided to rating agency, credit/liquidity provider or other third party;
 8. consultant reports; and

9. other financial/operating data;

- (viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date on change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain 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 Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
- (2) 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 Stormwater System, (iii) Stormwater Rates (if modified during such fiscal year), (iv) Comparison of Stormwater Rates in the Columbia MSA, and (v) Capital Improvements Undertaken.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

- 1. Principal and interest payment delinquencies;
- 2. Non-payment related defaults, if material;
- 3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;
13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Dissemination Agent to so advise the Issuer shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Reports.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds on the legal defeasance, prior

redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or on delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, on thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. On termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated in this Disclosure Agreement.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely on Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith on the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself,

cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By: _____

Name: _____

Title: _____

CITY OF COLUMBIA, SOUTH CAROLINA, as Issuer

By: _____

Name: _____

Title: _____

EXHIBIT A
NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer	City of Columbia, South Carolina
Obligated Person(s)	City of Columbia, South Carolina
Name of Bond Issue:	\$50,000,000* Stormwater System Revenue Bonds Series 2018
Date of Issuance:	June [], 2018
Date of Official Statement:	May [], 2018
CUSIP Number:	198504

EXHIBIT B
NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer City of Columbia, South Carolina
 Obligated Person(s) City of Columbia, South Carolina
 Name of Bond Issue: \$50,000,000* Stormwater System Revenue Bonds
 Series 2018

Date of Issuance: June [], 2018
 Date of Official Statement: May [], 2018

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement, dated as of June [], 2018, between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by:_____.

Dated: _____

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
 as Disclosure Dissemination Agent,
 on behalf of the Issuer

By:_____

 Name:_____

 Title:_____

cc: Issuer
 Obligated Person

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

_____ Description of Notice Events (Check One):

1. ☐ Principal and interest payment delinquencies;
2. ☐ Non-Payment related defaults, if material;
3. ☐ Unscheduled draws on debt service reserves reflecting financial difficulties;
4. ☐ Unscheduled draws on credit enhancements reflecting financial difficulties;
5. ☐ Substitution of credit or liquidity providers, or their failure to perform;
6. ☐ Adverse tax opinions, IRS notices or events affecting the tax status of the security;
7. ☐ Modifications to rights of securities holders, if material;
8. ☐ Bond calls, if material;
9. ☐ Defeasances;
10. ☐ Release, substitution, or sale of property securing repayment of the securities, if material;
11. ☐ Rating changes;
12. ☐ Tender offers;
13. ☐ Bankruptcy, insolvency, receivership or similar event of the obligated person;
14. ☐ Merger, consolidation, or acquisition of the obligated person, if material; and
15. ☐ Appointment of a successor or additional trustee, or the change of name of a trustee, if material.
16. ☐ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100

Date: _____

EXHIBIT C-2**VOLUNTARY EVENT DISCLOSURE COVER SHEET**

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. _____ amendment to continuing disclosure undertaking;
2. _____ change in obligated person;
3. _____ notice to investors pursuant to bond documents;
4. _____ certain communications from the Internal Revenue Service;
5. _____ secondary market purchases;
6. _____ bid for auction rate or other securities;
7. _____ capital or other financing plan;
8. _____ litigation/enforcement action;
9. _____ change of tender agent, remarketing agent, or other on-going party;
10. _____ derivative or other similar transaction; and
11. _____ other event-based disclosures.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100

Date: _____

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

_____ Description of Voluntary Financial Disclosure (Check One):

1. ☐ quarterly/monthly financial information;
2. ☐ change in fiscal year/timing of annual disclosure;
3. ☐ change in accounting standard;
4. ☐ interim/additional financial information/operating data;
5. ☐ budget;
6. ☐ investment/debt/financial policy;
7. ☐ information provided to rating agency, credit/liquidity provider or other third party;
8. ☐ consultant reports; and
9. ☐ other financial/operating data.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100

Date: _____

CITY OF COLUMBIA, SOUTH CAROLINA

ORDINANCE NO.: 2018-014

A FIRST SUPPLEMENTAL ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF CITY OF COLUMBIA, SOUTH CAROLINA, STORMWATER SYSTEM REVENUE BONDS, IN ONE OR MORE SERIES, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$50,000,000, IN ORDER TO FINANCE VARIOUS CAPITAL PROJECTS AND IMPROVEMENTS TO THE SYSTEM, ANY NECESSARY DEBT SERVICE RESERVES AND ISSUANCE COSTS; AUTHORIZING THE MAYOR, THE CITY MANAGER AND THE ASSISTANT CITY MANAGER FOR FINANCE AND ECONOMIC SERVICES, OR ANY TWO OF THEM ACTING TOGETHER, TO DETERMINE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2018

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

Section 1. Definitions.

The terms in this Section 1 and all words and terms defined in the General Bond Ordinance No. 2018-013 (the “General Bond Ordinance”) enacted by the City Council (the “Council”) of the City of Columbia, South Carolina (the “City”), contemporaneous with this First Supplemental Ordinance (such General Bond Ordinance as from time to time amended or supplemented by Supplemental Ordinances being defined in the Ordinance as the “Ordinance”) (except as herein otherwise expressly provided or unless the context otherwise requires) shall for all purposes of this First Supplemental Ordinance have the respective meanings given to them in the Ordinance and in Section 1 hereof.

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

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

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

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

“Business Day” shall mean, with respect to the New Bonds issued pursuant to this First Supplemental Ordinance, any day other than a Saturday, a Sunday or a day which shall be a legal holiday or a day on which banking institutions are authorized by law or executive order to close in the State or the state in which the respective offices of the Paying Agent and the Registrar are located.

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

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

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

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

“Depository” shall mean any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 15A of the Securities Exchange Act of 1934, as amended, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the New Bonds, and to effect transfers of the New Bonds, in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited-purpose trust company), New York, New York.

“General Bond Ordinance” shall mean Ordinance No. 2018-013 of the Council of the City enacted contemporaneous with this First Supplemental Ordinance.

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

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

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

“Interest Payment Date” shall mean February 1 and August 1 of each year commencing August 1, 2018, or as otherwise determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof.

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

“New Bonds” shall mean the City of Columbia, South Carolina, Stormwater System Revenue Bonds, in one or more series pursuant to Section 3 hereof, in the aggregate principal amount of not exceeding \$50,000,000, in order to finance the Costs of Acquisition and Construction of the New Projects, to fund deposits to the Series Debt Service Reserve Funds, if any, or otherwise satisfy the Series Reserve Fund Requirements, if any, applicable thereto as provided herein and to finance Costs of Issuance, authorized to be issued hereunder.

“New Projects” shall mean certain improvements to the System, including ~~any~~ but not limited to any the following: replacements and improvements necessary to maintain current service levels ~~as well as and~~ address prioritized flooding and water quality issues; ~~specifically~~ retention and impervious surface projects, collection and conveyance improvements, stream restoration, and watershed planning; and such other improvements as the City may deem necessary or incidental to the System.

“Paying Agent” shall mean the bank, trust company or other financial institution selected by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to act as Paying Agent for the New Bonds.

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

“Registrar” shall mean the bank, trust company or other financial institution selected by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to act as Registrar for the New Bonds.

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

“Series Bond and Interest Redemption Fund” shall mean one or more Funds established pursuant to Section 7 hereof to provide for the payment of the principal of and interest on the Series of the New Bonds related thereto. Pursuant to Section 7, each Series Bond and Interest Redemption Fund shall be further identified or designated to relate to the specific Series of the New Bonds issued hereunder.

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

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

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

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

“Underwriter” shall mean Siebert Cisneros Shank & Co-LLC, L.L.C., on behalf of itself and as representative of Loop Capital Markets LLC, as Underwriter.

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

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

Section 2. Certain Findings and Determinations.

The City hereby finds and determines:

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

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

(c) Subject to the following sentence, the Net Revenues pledged under the Ordinance are not encumbered by any lien and charge thereon or pledge thereof, other than the lien and charge thereon and pledge thereof created by the General Bond Ordinance and this First Supplemental Ordinance for the payment and security of the New Bonds.

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

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

(f) The estimated Costs of Acquisition and Construction of the New Projects (excluding Costs of Issuance) are approximately \$42,000,000 to be financed in part with the proceeds of the New Bonds.

(g) Article III of the General Bond Ordinance provides that one or more Series of Bonds may be issued for such purposes as may be permitted by the Act upon compliance with certain provisions of the General Bond Ordinance for the purposes of paying the Costs of Acquisition and Construction of one or more Projects authorized to be financed under the Act. Bonds issued upon compliance with Section 3.2 and Section 3.3 of the General Bond Ordinance shall be issued on a parity as to the Net Revenues of the System in all respects *inter sese*.

(h) Subject to Section 8 hereof, if a Series Debt Service Reserve Fund is established hereunder with respect to a Series of the New Bonds, it shall secure only such Series of New Bonds, and the Series Reserve Fund Requirement (if any) will be satisfied through the deposit of cash (at such time as may be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 8 hereof), the purchase of a Surety Bond, the provision of a Letter of Credit or any combination of the foregoing, for the benefit of the Holders of the New Bonds.

(i) The New Bonds are being issued hereunder in an aggregate principal amount of not exceeding \$50,000,000, for one or more of the following purposes: (1) to improve and enlarge the System (i.e., the New Projects); (2) to fund the Series Debt Service Reserve Fund (if any) in an amount equal to the Series Reserve Fund Requirement (if funded upon the initial delivery of the Bonds) through the deposit of cash, the purchase of a Surety Bond, the provision of a Letter of Credit or any combination thereof, and (3) to pay the Cost of Issuance of the New Bonds.

(j) It is necessary and in the best interest of the City to undertake the New Projects and to issue the New Bonds in the aggregate principal amount of not exceeding \$50,000,000 in accordance with the Ordinance, the Act, and this First Supplemental Ordinance for the purposes and subject to the limitations set forth above, which New Bonds shall be issued on a parity with the Outstanding Parity Bonds.

Section 3. Authorization of New Bonds.

(a) There is hereby authorized to be issued one or more Series of Bonds designated “City of Columbia, South Carolina, Stormwater System Revenue Bonds, Series (year) [including such further words, numbers or letters as may be necessary or desirable to identify individual series thereof and the purpose for issuance]” (collectively, the “New Bonds”), in the aggregate principal amount of not exceeding \$50,000,000. The proceeds of the New Bonds shall be used for one or more of the purposes set forth in Section 2(i) hereof.

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

(b) Such of the New Bonds as the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, shall

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

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

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

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

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

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

are otherwise permitted or required by law or by the Ordinance, including this First Supplemental Ordinance.

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Clerk

Section 4. Book-Entry System; Recording and Transfer of Ownership of the New Bonds.

The Initial Bonds will be eligible securities for the purposes of the Book-Entry System of transfer maintained by the Depository, and transfers of beneficial ownership of the Initial Bonds shall be made only through the Depository and its participants in accordance with rules specified by the Depository. Such beneficial ownership must be of \$5,000 principal amount of Initial Bonds of the same Series and maturity or any integral multiple of \$5,000.

The Initial Bonds will be issued in fully-registered form, as a single Bond representing the entire principal amount of each Series of the New Bonds or one New Bond for each of the maturities of each Series of the New Bonds, in the name of Cede & Co., as the nominee of the Depository. When any principal of, premium, if any, or interest on the Initial Bonds becomes due, the City shall transmit or cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of the Depository as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of the Depository shall be considered to be the owner of the Initial Bonds so registered for all purposes of this First Supplemental Ordinance, including, without limitation, payments as aforesaid and receipt of notices. The Depository shall remit such payments to the Beneficial Owners of the New Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to the Depository in accordance with the provisions of the General Bond Ordinance.

The Depository is expected to maintain records of the positions of Participants in the Initial Bonds, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners in the Initial Bonds. The City, the Registrar and the Paying Agent make no assurances that the Depository and its Participants will act in accordance with such rules or expectations on a timely basis, and the City, the Registrar and the Paying Agent shall have no responsibility for any such maintenance of records or transfer of payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

The City, the Paying Agent and the Registrar may treat the Depository (or its nominee) as the sole and exclusive owner of the New Bonds registered in its name for the purpose of payment of the principal of, interest or premium, if any, on the New Bonds, giving any notice permitted or required to be given to Bondholders under the General Bond Ordinance or this First Supplemental Ordinance, registering the transfer of the New Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The City, the Paying Agent and the Registrar shall not have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the New Bonds under or through the Depository or any Participant, or any other person which is not shown on the Books of Registry of the City maintained by the Registrar as being a Bondholder, with respect to: the accuracy of any records maintained by the Depository or any Participant or the maintenance of any records; the payment by the Depository or any Participant of any amount in respect of the principal of, interest or premium, if any, on the New Bonds; the sending of any transaction statements; the delivery or timeliness of delivery by the Depository or any Participant of any notice which is permitted or required to be given to Bondholders thereunder; the selection of Bondholders to receive payments upon any partial redemption of the New Bonds; or any consent given or other actions taken by the Depository as a Bondholder.

If (a) the Depository determines not to continue to act as securities depository for the New Bonds, and gives reasonable notice to the Registrar or the City, or (b) the City has advised the Depository of the City's determination that the Depository is incapable of discharging its duties, then the City shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the City or the Registrar of the Initial Bonds together with an assignment duly executed by the Depository, the City shall execute and deliver to the successor depository, the New Bonds of the same principal amount, interest rate and maturity. If the City is unable to retain a qualified successor to the Depository, or the City has determined that it is in its best interest not to continue the Book-Entry System of transfer or that interests of the Beneficial Owners of the New Bonds might be adversely affected if the Book-Entry System of transfer is continued (the City undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the New Bonds by mailing an appropriate notice to the Depository, upon receipt by the City of the Initial Bonds together with an assignment duly executed by the Depository, the City shall execute, authenticate and deliver to the Depository Participants the New Bonds in fully-registered form, in authorized denomination; provided, however, that the discontinuation of the Book-Entry System of registration and transfer with respect to the New Bonds or the replacement of the Depository or any successor depository shall be subject to the applicable rules and procedures of the Depository or such successor depository on file or otherwise approved by the Securities and Exchange Commission.

Section 5. Optional Redemption of New Bonds.

Such of the New Bonds as may be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof shall be subject to redemption prior to maturity, at the option of the City upon the written direction of the City, in whole or in part at any time in such order of their maturities as the City shall determine and by lot within a maturity, at the respective redemption prices with respect to each New Bond, expressed as a percentage of principal amount of the New Bonds to be redeemed, as shall be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption.

Section 6. Payment of the New Bonds.

The New Bonds, together with the interest thereon, shall be payable, in such coin or currency of the United States of America which at the time of such payment is legal tender for public and private debts, solely from the Net Revenues of the System in accordance with the provisions of the Ordinance including this First Supplemental Ordinance. The New Bonds shall be issued on a parity with the pledge of Net Revenues securing the remaining Outstanding Parity Bonds, and shall be senior to the pledge thereof securing ~~the City's obligations under the Swap, the 2009 Letter of Credit or~~ any Junior Bonds or any other charges, liens or encumbrances on the Net Revenues of the System, as contemplated by Section ~~6.7~~ 6.11 of the General Bond Ordinance.

The New Bonds, and the interest thereon, shall not be a debt of the City, nor a charge, lien or encumbrance, legal or equitable, upon any property of the City or upon any income, receipts or revenues of the City other than such of the Net Revenues of the System as are hereby pledged to the payment thereof. No recourse shall be had for the payment of the New Bonds, or the interest thereon, or any part thereof, against the general fund of the City, nor shall the credit or taxing powers of the City be deemed to be pledged to the payment of the principal of and interest on the New Bonds. The full faith, credit and taxing powers of the State of South Carolina or of the City are not pledged to the payment of the principal of or the interest on the New Bonds, and the New Bonds shall never constitute an indebtedness of the City within the meaning of any State constitution provision (other than Article X, Section 14, Paragraph 10, of the South Carolina constitutional provision authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation.

Section 7. Establishment of Series Bond and Interest Redemption Fund.

In accordance with Section ~~6.5~~ 6.7 of the General Bond Ordinance, the Series Bond and Interest Redemption Fund is hereby established on the date of the original delivery of the New Bonds and held by the City for the benefit of the Holders of the New Bonds; provided, however, that upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established for the payment of debt service on such Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be

considered the “Series Bond and Interest Redemption Fund” with respect to the related Series of New Bonds.

Section 8. Establishment of the Series Reserve Fund Requirement and Series Debt Service Reserve Fund.

In accordance with Section ~~6.6~~ 6.8 of the Ordinance, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, may determine whether it is necessary or desirable to establish a Series Debt Service Reserve Fund for the benefit of the Holders of one or more Series of New Bonds (if any) and the amount and timing of funding of the Series Reserve Fund Requirement, and, if so, such Series Debt Service Reserve Fund shall be established on the date of the original delivery of such Series of New Bonds or funded from System Revenues over a period of time thereafter and held by the City, all as provided in the Ordinance; provided, however, that (1) upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established (if at all) for each Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the “Series Debt Service Reserve Fund” with respect to the related Series of New Bonds; and (2) in the event of any full or partial defeasance of a Series of New Bonds under Article X of the Ordinance, then the Series Reserve Fund Requirement established for such Series of New Bonds shall be recalculated based on the then Outstanding principal amount of such Series. If the Series Debt Service Reserve Fund is established, the Series Reserve Fund Requirement initially will be satisfied by the City by the deposit of cash into the Series Debt Service Reserve Fund (which may, as designated by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof, be funded from the proceeds of the New Bonds on the date of delivery thereof or from System Revenues thereafter), with the purchase of a Surety Bond, the provision of a Letter of Credit or any combination of the foregoing, in each case for the benefit of the Holders of the New Bonds.

Section 9. [Reserved]

Section 10. Designation of Bank, ~~Custodians~~ Custodian, Registrar and Paying Agent.

The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and empowered to select the Bank and ~~Custodians~~ Custodian under the General Bond Ordinance, and the Registrar and the Paying Agent, respectively, for the New Bonds, pursuant to Section 11 hereof. The Bank and ~~Custodians~~ Custodian, and the Registrar and the Paying Agent shall each signify its acceptance of its respective duties upon delivery of the New Bonds.

Section 11. Sale and Issuance of New Bonds; Official Statement; Collateral Agreements.

(a) The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and empowered to determine the original issue dates and initial Interest Payment Dates of each Series of the New Bonds; the aggregate principal amounts of the New Bonds, if less than authorized by this Ordinance, and each Series thereof (including the portions thereof to be issued on a taxable or tax-exempt basis and to be issued as “green bonds”, if any), authorized denominations thereof and the purposes of each Series thereof; the interest rates for each Series of the New Bonds; the New Bonds to be subject to mandatory and optional redemption; whether the Series Debt Service Reserve Fund will be established and funded with respect to each Series of the New Bonds and, if so, the manner and timing in which the Series Reserve Fund Requirement will be satisfied; the redemption prices of the New Bonds subject to optional redemption; the Bank and ~~Custodians~~-Custodian under the General Bond Ordinance; the Registrar and Paying Agent for each Series of the New Bonds; and any Underwriter’s or original issue discount or original issue premium at which each Series of the New Bonds will be sold.

(b) The Mayor and the City Manager, or either of them acting alone, are hereby authorized and empowered to enter into, on behalf of the City, one or more Bond Purchase Agreements to be dated the date of their respective execution. Upon the submission of such Bond Purchase Agreement by the Underwriter, the Mayor and the City Manager, or either of them acting alone, shall further determine that the respective Purchase Contract is fair and reasonable and in the best interest of the City; that the related Series of New Bonds shall be sold to the Underwriter upon the terms and conditions set forth in such Bond Purchase Agreements and upon the basis of the representations therein set forth, and that all conditions precedent to or concurrent with the acceptance of the Bond Purchase Agreements by the City have been met. The Council hereby approves the form of Bond Purchase Agreement attached hereto as Exhibit B, together with such amendments and modifications to the form thereof as the Mayor and the City Manager, or either of them acting alone, shall negotiate and approve, and authorizes and directs the Mayor and the City Manager, or either of them acting alone, to execute the Bond Purchase Agreements, as so modified and amended, and deliver such executed Bond Purchase Agreements to the Underwriter, such person’s execution and delivery of the Bond Purchase Agreements constituting conclusive evidence of his approval of the matters therein contained.

(c) The Council hereby ratifies and approves the form of Preliminary Official Statement relating to the New Bonds, in substantially the form attached hereto as Exhibit C, together with such amendments and modifications to the form thereof (the “Preliminary Official Statement”) as the Mayor and the City Manager, or either of them acting alone, shall negotiate and approve. The Mayor and the City Manager, or either of them acting alone, is hereby authorized to “deem final” one or more Preliminary Official Statements related to the New Bonds for purposes of complying with the requirements set forth in Rule 15c2-12 of the Securities and Exchange Commission, promulgated under the Securities Exchange Act of 1934, as amended.

(d) The Council hereby authorizes one or more Final Official Statements of the City to be dated of even date with the execution and delivery of the Bond Purchase Agreement

relating to the New Bonds, substantially in the form of the Preliminary Official Statement presented at this meeting, with such modifications as the Mayor and the City Manager, or either of them acting alone, approve, as well as any amendments or supplements thereto dated the date thereof (as so amended and supplemented, the “Final Official Statement”); the Mayor and the City Manager, or either of them acting alone, is hereby authorized and directed to execute copies of the Final Official Statement and deliver the same to the Underwriter, which execution and delivery shall be conclusive evidence of the approval of any such modifications; and the City hereby authorizes the use of the Preliminary Official Statement, the Final Official Statement, the Ordinance (including this First Supplemental Ordinance) and the information contained herein and therein in the connection with the public offering and sale of the New Bonds by the Underwriter.

(e) A copy of this First Supplemental Ordinance shall be filed with the minutes of the meeting at which this First Supplemental Ordinance was enacted.

(f) The Council hereby authorizes the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to negotiate the terms of and prepare investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the New Bonds, to prepare and solicit bids for providers of such agreements, and the Mayor and the City Manager, or either of them acting alone, are authorized to execute, in the name and on behalf of the City, all such agreements or written confirmations of any such investment arrangements and other documents as may be necessary in connection therewith.

(g) Notwithstanding the foregoing resolutions, the Mayor and the City Manager, or either of them acting alone, are hereby authorized and empowered to take such actions as may be necessary or desirable to sell the New Bonds (or any Series thereof) to one or more purchasers in a private offering or private placement transaction, and may prepare, negotiate, execute and deliver a purchase agreement (which may be, but is not required to be, in the form of the Bond Purchase Agreement, together with such amendments and modifications to the form thereof as the Mayor or City Manager shall negotiate and approve, such person’s execution and delivery thereof constituting conclusive evidence of his approval of the matters therein contained, or in another form satisfactory to the Mayor and City Manager, or either of them acting alone) with such purchasers and prepare, disseminate, execute and deliver requests for proposals, offering documents or private placement memoranda (which may be in the form of the Preliminary Official Statement, together with such amendments and modifications to the form thereof as the Mayor or City Manager shall negotiate and approve, such person’s execution thereof constituting conclusive evidence of his approval of the matters therein contained, or otherwise) and solicit interest and receive offers from purchasers to purchase one or more Series of New Bonds in a private offering or private placement transaction as may be required in connection therewith.

(h) The Council hereby authorizes and directs all of the officers and employees of the City to carry out or cause to be carried out all obligations of the City under the aforesaid Bond Purchase Agreement or purchase agreement and to perform such other actions as they shall consider necessary or advisable in connection with the issuance, sale and delivery of the New Bonds.

(i) The Council hereby ratifies, confirms and approves the actions of the City Manager and the Assistant City Manager for Finance and Economic Services heretofore undertaken, if any, with regard to applications for Surety Bonds, Letters of Credit, other credit enhancements, and liquidity arrangements relating to the New Bonds from municipal bond insurance companies or other financial institutions or in connection with the certification, verification or monitoring of the New Bonds or any portion thereof (or the New Projects) which are issued as “green bonds,” if any, and to enter into, execute and deliver on behalf of the City, such loan, insurance, reimbursement or guaranty or other agreements as shall be necessary and advisable, with advice of counsel, in connection with the transactions and other matters referred to herein; provided, however, that the representations and covenants contained in such agreements may be incorporated in this First Supplemental Ordinance as if fully set forth herein.

Section 12. Disposition of Proceeds of New Bonds and Certain Other Moneys.

The proceeds derived from the sale of any Series of the New Bonds, net of the original issue discount or original discount premium or both, and any Underwriter’s discount or fees payable to the purchasers thereof and the premium, if any, on the Surety Bonds, shall be deposited with the City and used for one or more of the following purposes:

(a) If the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, determine that a Series Debt Service Reserve Fund shall be established for a Series of New Bonds and the Series Reserve Fund Requirement shall be funded with a portion of the proceeds of a Series of the New Bonds, there shall be deposited with the City for deposit into such Series Debt Service Reserve Fund an amount equal to the Series Reserve Fund Requirement.

(b) The remainder of the proceeds of any Series of the New Bonds shall be deposited into the Series Construction Fund established in Section 13 hereof to pay Costs of Acquisition and Construction for the New Projects and Costs of Issuance for such Series of New Bonds.

The respective amounts specified in this Section 12 shall be determined by the City upon delivery of any Series of the New Bonds.

Section 13. Series Construction Fund.

There is hereby created and established the Series Construction Fund, which fund shall be held by a ~~Custodian~~[Bank](#); provided, however, that upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established for such Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the “Series Construction Fund” with respect to the related Series of New Bonds. The Series Construction Fund established for a particular Series of New Bonds shall be accounted for as a single fund, however the moneys on deposit therein may be held by one or more banks or other financial institutions designated by the City. The moneys on deposit in the Series Construction Fund shall be used and applied to pay the Cost of the Acquisition and Construction of the New Projects and all Costs of Issuance incidental to the issuance and sale of the New Bonds.

Moneys held for the credit of the Series Construction Fund shall be invested to the fullest extent practicable and reasonable, in Permitted Investments, maturing at such times and in such amounts as shall be required to provide moneys to make the payments required to be made from such Fund.

Withdrawals from the Series Construction Fund shall be made in the manner withdrawals from other funds of the City are made.

If after the payment in full of all costs of the New Projects and Costs of Issuance or after adequate provision has been made for such payment any moneys remain in the Series Construction Fund, such excess shall be paid into the related Series Bond and Interest Redemption Fund and shall be used only for the payment of the principal of and interest on the related Series of New Bonds or, in the alternative, to acquire Outstanding New Bonds at a price (exclusive of accrued interest) not exceeding the face amount thereof.

Section 14. Federal Tax Covenant.

The City hereby covenants and agrees with the Holders of the New Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the New Bonds to become includable in the gross income of the Holders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the New Bonds. The City further covenants and agrees with the Holders of the New Bonds that no use of the proceeds of the New Bonds shall be made which, if such use had been reasonably expected on the date of issue of the New Bonds would have caused the New Bonds to be “arbitrage bonds,” as defined in the Code; and to that end the City hereby shall:

(a) comply with the applicable provisions of Sections 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as any of the New Bonds are Outstanding;

(b) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and

(c) make such reports of such information at the times and places required by the Code.

Section 15. Continuing Disclosure.

(a) The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement in the form attached hereto as Exhibit D (the “Continuing Disclosure Agreement”) with such changes as may be approved by the Mayor and the City Manager, or either of them acting alone, upon advice of counsel. Notwithstanding any other provision of the Ordinance or this First Supplemental Ordinance, failure of the City to comply with the provisions of the Continuing Disclosure Agreement shall not be considered an Event of Default under the Ordinance or this First Supplemental Ordinance. The Continuing Disclosure Agreement shall be executed by the Mayor and the City Manager, or either of them acting alone, prior to the delivery of the New Bonds.

(b) The City covenants, so long as and to the extent required pursuant to Section 11-1-85, Code of Laws of South Carolina 1976, as amended, to file with a central repository for availability in the secondary bond market when requested:

(i) an annual independent audit, within thirty (30) days of the City’s receipt of the audit; and

(ii) event specific information within thirty (30) days of an event adversely affecting more than five percent (5%) of the Revenues or the City’s tax base.

(c) The only remedy for failure by the City to comply with the Continuing Disclosure Agreement or the covenants included in paragraph (b) of this Section 15 shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an “Event of Default” under the Ordinance or this First Supplemental Ordinance. The Registrar and the Paying Agent shall have no responsibility to monitor the City’s compliance with the Continuing Disclosure Agreement or the covenants included in paragraph (b) of this Section 15, and the City specifically reserves the right to amend or delete its covenants in the Continuing Disclosure Agreement or in paragraph (b) of this Section 15 to reflect any change in Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, or federal law, as applicable, without the consent of the Registrar and the Paying Agent or the Registered Holders of any New Bond.

Section 16. Further Actions.

The Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services, the City Clerk and the City Attorney are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate issuance and sale of the New Bonds pursuant to the Bond Purchase Agreement, to elect to purchase the Surety Bonds and to carry out the intentions of this First Supplemental Ordinance.

Section 17. Headings.

The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this First Supplemental Ordinance.

Section 18. Notices.

All notices, certificates or other communications hereunder or under the Ordinance shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, or given when dispatched by telegram addressed as follows:

If to the City:

City of Columbia
1737 Main Street
Columbia, South Carolina 29217-0147
Attention: City Manager

The City may, by notice given to the other parties, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 19. Repeal of Inconsistent Ordinances and Resolutions.

All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this First Supplemental Ordinance are hereby repealed to the extent of such inconsistency.

Section 20. Effective Date.

This First Supplemental Ordinance shall become effective upon its enactment.

[Signature page follows]

Enacted by the City Council of the City of Columbia, South Carolina, this ____ day
of _____, 2018.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading: _____, 2018
Date of Second Reading: _____, 2018

EXHIBIT A

FORM OF NEW BOND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, New York, New York ("DTC") to the City of Columbia, South Carolina or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CITY OF COLUMBIA
STORMWATER SYSTEM REVENUE BOND
SERIES (YEAR)

REGISTERED

No. R-_____

Original
Issue Date

Maturity
Date

Interest
Rate

CUSIP

_____ 1, 2018

(As set forth in Schedule A)

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: \$_____

The City of Columbia, South Carolina (the "City"), is justly indebted and, for value received, hereby promises to pay to the Registered Holder (named above), or registered assigns, but solely from the Net Revenues hereinafter mentioned and not otherwise, the Principal Amount shown above on the Maturity Date shown above (unless the within Bond shall be subject to prior redemption and shall have been duly called for previous redemption and payment of redemption price made or provided for), upon presentation and surrender of this Bond at the principal office of _____, as paying agent (the "Paying Agent") in _____, and to pay interest, but solely from the Net Revenues hereinafter mentioned and not otherwise, on such principal amount from the date hereof at the Interest Rate per annum shown above until this Bond matures. Interest on this Bond is payable (calculated on the basis of a 360-day year comprised of twelve 30-day months) on _____, and semiannually thereafter on February 1 and August 1 of each year, until this Bond matures, and shall be payable by wire transfer to the registered holder owning at least \$1,000,000 aggregate principal amount of the Bonds to an

account within the continental United States or by check or draft mailed to the person in whose name this Bond is registered on the registration books of the City maintained by _____ (the "Registrar"), in _____, at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by wire transfer, check or draft as set forth above.

THIS BOND HAS BEEN ISSUED UNDER THE PROVISIONS OF TITLE 6, CHAPTER 21, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION. THIS BOND AND THE BONDS OF THE SERIES OF WHICH IT IS ONE SHALL NOT CONSTITUTE A DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE AFORESAID NET REVENUES OF THE SYSTEM (AS DEFINED HEREIN) PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THIS BOND OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

This Bond shall not be entitled to any benefit under the Bond Ordinance (hereinafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

This Bond is one of an authorized series of Bonds (as defined in the Bond Ordinance) of the aggregate principal amount of _____ (\$_____) of like date of original issue, tenor and effect, except as to number, date of maturity, principal amount, date of authentication, registered holder, redemption provisions and rate of interest, issued by the City for the purpose of making certain improvements, enlargements and extensions to the City's Water and Sewer System (the "System"). This Bond and the series of Bonds of which it is one are authorized to be issued and are issued under, pursuant to and in full compliance with the Constitution and statutes of the State of South Carolina, including particularly Article X, Section 14(10) of the South Carolina Constitution and Title 6, Chapter 21 of the Code of Laws of South Carolina, 1976, as amended (collectively the "Act"). This Bond and the series of Bonds of which it is one are also authorized to be issued and are issued under and pursuant to General Bond Ordinance No. 2018-013 of the City Council of the City (the "Council") enacted on _____, 2018, as amended (as so amended, the "General Bond Ordinance"), and as supplemented by the First Supplemental Ordinance No. 2018-014 of the Council enacted on _____, 2018 (the "First Supplemental Ordinance," and

together with the General Bond Ordinance, the “Bond Ordinance”), under the Act which Bond Ordinance has been duly codified and indexed as prescribed by law.

The Bond Ordinance contains provisions defining terms, including the properties comprising the System; sets forth the revenues pledged for the payment of the principal of and interest on this Bond and the Bonds of other series which may hereafter be issued on a parity herewith under the Bond Ordinance; sets forth the nature, extent and manner of enforcement of the security of this Bond and of such pledge, and the rights and remedies of the holder hereof with respect thereto; sets forth the terms and conditions upon which and the extent to which the Bond Ordinance may be altered, modified and amended; sets forth the terms and conditions upon which this Bond is issued upon which other bonds may be hereinafter issued payable as to principal, premium, if any, and interest on a parity with this Bond and equally and ratably secured herewith; sets forth the rights, duties and obligations of the City thereunder; and sets forth the terms and conditions upon which the pledge made in the Bond Ordinance for the security of this Bond and upon which the covenants, agreements and other obligations of the City made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth in the Bond Ordinance. Reference is hereby made to the Bond Ordinance to all of the provisions of which any holder of this Bond by the acceptance hereof thereby assents. The provisions of the Act and the Bond Ordinance shall be a contract with the holder of this Bond.

This Bond and the series of Bonds of which it is one and the interest thereon are special obligations of the City and are secured by and payable solely from, and secured equally and ratably by a pledge of and lien upon, the Net Revenues (as defined in the General Bond Ordinance) derived by the City from the System; and on a parity with any Series of Bonds (as defined in the General Bond Ordinance) which may be hereafter issued under the General Bond Ordinance payable from such Net Revenues on a parity and equally and ratably secured therewith.

This Bond and the series of Bonds of which it is one maturing on or prior to February 1, ____, shall not be subject to redemption prior to their stated maturities. This Bond and the series of Bonds of which it is one maturing on or after February 1, ____, shall be subject to redemption prior to maturity, at the option of the City, on and after February 1, ____, in whole or in part at any time in such order of their maturities as the City shall determine and by lot within a maturity, at the redemption prices with respect to each Bond, expressed as a percentage of the principal amount to be redeemed, as set forth below, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption:

<u>Period During Which</u> <u>Redeemed (both dates inclusive)</u>	<u>Redemption</u> <u>Prices</u>
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If less than all the Bonds of the series of which this Bond is one of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event this Bond is redeemable, as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this Bond and specifying the redemption date and the premium payable upon such redemption, shall be given by the Registrar by first class mail, postage prepaid, to the registered owner thereof not less than thirty (30) days and not more than sixty (60) days prior to the redemption date at the last address appearing upon the registration books of the City. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.

The Bonds of the series of which this Bond is one maturing in the year ____ shall be retired by sinking fund installments which shall be accumulated in the Series Bond and Interest Redemption Fund (as defined in the First Supplemental Ordinance) in amounts sufficient to redeem on February 1 of each year, at a redemption price equal to the principal amount of the Bond or Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, the principal amount of such Bonds specified for each of the years shown below:

<u>Year</u>	<u>Principal Amount</u>
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The Bonds of the series of which this Bond is one maturing in the year ____ shall be retired by sinking fund installments which shall be accumulated in the Series Bond and Interest

Redemption Fund in amounts sufficient to redeem on February 1 of each year, at a redemption price equal to the principal amount of the Bond or Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, the principal amount of such Bonds specified for each of the years shown below:

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

This Bond is transferable, as provided in the Bond Ordinance, only upon the books of the City kept for that purpose at the principal office of the Registrar by the registered owner in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, rate of interest and maturity shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance. The City, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption premium, if any, hereof and interest due hereon and for all other purposes.

To the extent and in the manner permitted by the terms of the Bond Ordinance, the provisions of this Bond or of the Bond Ordinance, or any ordinance amendatory thereof or supplemental thereto, may be amended or modified by the City with the written consent of the holders of at least sixty-six and two-thirds percent (66-2/3%) in principal amount of the Bonds of the series of which this Bond is one then outstanding under the Bond Ordinance (including the Bonds of the series of which this Bond is one); provided, that no such amendment or modification shall permit a change in the date of maturity of any installment of principal hereof or date of optional or mandatory redemption of any Bond or the date of payment of interest thereon or a reduction in the principal amount or redemption price thereof or rate of interest thereon without the

consent of the holder of each such Bond affected thereby, or shall reduce the percentage of the principal amount of Bonds, the consent of the holders of which is required by the Bond Ordinance to effect such an amendment or modification.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and statutes of the State of South Carolina to exist, to happen and to be performed precedent to and in the issuance of this Bond, do exist, have happened and have been performed in due time, form and manner as required by law; that the series of which this Bond is a part does not exceed any constitutional or statutory limitation of indebtedness; and that provision has been made for the payment of the principal of and interest on this Bond and the series of which it is a part, as provided in the Bond Ordinance.

IN WITNESS WHEREOF, the City of Columbia, South Carolina, has caused this Bond to be executed in its name by the manual/facsimile signature of the Mayor of the City and attested by the manual/facsimile signature of the Clerk of the City under the seal of the City impressed, imprinted or reproduced hereon.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

(FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION)

This Bond is one of the Bonds described in the within-mentioned Bond Ordinance of City of Columbia, South Carolina.

_____,
Registrar

Dated: _____

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

(Authorized Officer)

Notice: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

Notice: The signature to the assignment must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the
entireties

_____ Bank _____
(Cust) (Minor)
under Uniform Gifts to
Minors Act _____
(State)

JT TEN - as joint tenants with
right of survivorship
and not as tenants in common

Additional abbreviations may also be used though not in above list.

CERTIFICATE

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

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Clerk

SCHEDULE A

\$ _____

City of Columbia, South Carolina
Stormwater System Revenue Bonds,
Series (year)

Maturity
(February 1)

Principal
Amount

Interest
Rate

CUSIP
Number

EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

PURCHASE CONTRACT**RELATED TO:****\$[]****CITY OF COLUMBIA, SOUTH CAROLINA
STORMWATER SYSTEM REVENUE BONDS
SERIES 2018**May [], 2018

The Honorable Mayor and Members of City Council
City of Columbia
1737 Main Street
Columbia, South Carolina 29201

The undersigned, Siebert Cisneros Shank & Co., L.L.C., on behalf of itself and as representatives of Loop Capital Markets, as Underwriters (collectively, “Underwriter”), offers to enter into this Purchase Contract with the City of Columbia, South Carolina (“City”), which, upon the acceptance of this offer and the execution of this Purchase Contract by the City, shall be in full force and effect in accordance with its terms and shall be binding upon the City and the Underwriter. This offer is made subject to your acceptance of this Purchase Contract on or before 11:59 p.m. local (City of Columbia) time, on [], 2018, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to your office at any time prior to the acceptance hereof by you. All terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Preliminary Official Statement (defined below) or the Ordinance (defined below).

1. **Offer and Sale of Bonds.** Upon the terms and conditions and upon the basis of the representations and warranties hereinafter set forth, the Underwriter hereby agrees to purchase from the City aggregate principal amount \$[] City’s Stormwater System Revenue Bonds, Series 2018 (“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 aggregate original issue premium 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. 2018-13 enacted by the City Council of the City (“City Council”) on May 15, 2018 (“Bond Ordinance”), as amended and supplemented, including as amended and supplemented by the First Supplemental Ordinance No. 2018-14, enacted by the City Council on May 15, 2018 (together with “Bond Ordinance,” as so amended and supplemented, “Ordinance”).

Proceeds of the Bonds will be used to (i) fund certain improvements, extensions and enlargements to the Stormwater 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 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 [], 2018 ("Preliminary Official Statement"). As of its date, the Preliminary Official Statement has been "deemed final" by the City for purposes of Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934 except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds and delivery dates of the Bonds. Within seven business days of the date hereof and, in any event, in sufficient time to accompany confirmations requesting payment from customers, the City agrees to supply to the Underwriter a final Official Statement executed by the City ("Official Statement") and in a sufficient quantity to comply with Rule 15c2-12(b)(1) and the rules of the Municipal Securities Rulemaking Board ("MSRB") and to ensure a copy of the Official Statement is placed on <http://emma.msrb.org/> in such a way as to assist the Underwriter in complying with MSRB Rule G-32. The City hereby consents to and ratifies the use by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the public offering of the Bonds.

4. **Offering.** The Underwriter intends to make an initial bona fide public offering of all the Bonds at not in excess of the public offering price or prices (nor lower than the yield or yields) set forth in Exhibit A hereto and may subsequently change such offering price or prices (or yield or yields) without any requirement of prior notice to the City. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others, as stated in Paragraph 1 above, at prices lower than the public offering price or prices stated.

5. **Representations and Warranties of the City.** The City hereby represents and warrants to the Underwriter that:

(a) The City is a municipal corporation existing under the laws of the State of South Carolina.

(b) The City is authorized by the laws of the State of South Carolina, including particularly the Enabling Act, to enact the Ordinance, to issue the Bonds, to enter into this Purchase Contract and to secure the Bonds in the manner contemplated by the Ordinance.

(c) The City has full power and authority to consummate the transactions contemplated by this Purchase Contract, the Bonds, the Ordinance, the Official Statement and as otherwise set forth herein.

(d) The Official Statement, as of its date, will be a final official statement as such term is defined in Rule 15c2-12(b)(1).

(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 SEC Rule 15c2-12(b)(1) except for the

offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds and delivery dates of the Bonds; the City has reviewed the Preliminary Office 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 “INTRODUCTION—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 the “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 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 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 Rule 15c2-12) will not occur on the Closing Date and (2) the date on which notice is given to the City by the Underwriter in accordance with the following sentence. In the event that the Underwriter has given notice to the City pursuant to clause (1) that the "End of the Underwriting Period" (for purposes of Rule 15c2-12) will not occur on the Closing Date, the Underwriter agrees to notify the City in writing as soon as practicable of the "End of the Underwriting

Period” (for purposes of Rule 15c2-12).

(m) Between the time of the City’s acceptance hereof and the Closing, except with respect to the Bonds, the City will not have executed or issued any bonds or notes or incurred any other obligations for borrowed money, in each case, which are payable from, or secured by a pledge of, the Net Revenues of the System on a parity with the pledge thereof securing the Bonds, and there will not have been any adverse change of a material nature in the financial position, method of operation, or personnel of the System.

(n) Except as otherwise disclosed in the Preliminary Official Statement, the City is in material compliance with the City’s undertakings, as provided under Rule 15c2-12 and 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 [], 2018, or at such other time or such other date as shall have been agreed upon by the City and Underwriter, the City will deliver, or cause to be delivered, to the Underwriter the Bonds, in fully registered form, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds to the City in Federal or other immediately available funds. Time shall be of the essence, and delivery at the time and place specified pursuant to this Purchase Contract is a further condition to the obligations of the Underwriter hereunder.

Payment and delivery of the Bonds as aforesaid shall be made at the offices of the City, or at such other place as the City and the Underwriter agree upon, provided, however, that the Bonds will be physically delivered to DTC in New York, New York, or pursuant to arrangements with DTC, to [], as 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 [], 2018, or on such other date agreed upon by the City and the Underwriter.

7. **Closing Conditions.** The Underwriter’s obligation to purchase the Bonds at the Closing is subject to the following conditions which must be performed in a timely fashion as set forth herein: (i) the performance by the City of its obligations to be performed hereunder and (ii) the following conditions, including the delivery by the City of such documents as are enumerated herein in form and substance reasonably satisfactory to the Underwriter:

(a) At the time of Closing, (i) the Official Statement shall not have been amended, modified or supplemented except as may be agreed to by the Underwriter, and the Ordinance shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, (ii) the proceeds of the sale of the Bonds shall be applied as described in the Official Statement, (iii) all official action of the City related to the Bonds shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, and (iv) the City shall have duly enacted and there shall be in full force and effect such proceedings as, in the opinion of McNair Law Firm, P.A. and Johnson, Toal & Battiste, P.A., 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 Rule 15c2-12 under the 1934 Act.

(e) At or prior to the Closing, the Underwriter shall receive one executed original of the following documents, unless otherwise indicated:

(i)(A) the unqualified approving opinions of 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, Counsel to the City, addressed to the City and the Underwriter, dated the date of Closing in substantially the form attached hereto as Exhibit D;

(v) evidence satisfactory to the Underwriter that the Bonds have been rated “[+]” by Moody’s Investors Service, Inc. (“Moody’s”) and “[+]” by Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business (“Standard & Poor’s”);

(vi) a certified copy of the Ordinance;

(vii) a copy of the Official Statement executed on behalf of the City by a duly authorized official of the City;

(viii) an executed copy of the Disclosure Dissemination Agent Agreement dated the date of Closing, between the City and Digital Assurance Certification, L.L.C.;

(ix) the opinions of Parker Poe Adams & Bernstein LLP, and the Starkes Law Firm, LLC, Co-Counsel to the Underwriter, addressed to the Underwriter and dated the date of Closing in substantially the forms attached hereto as Exhibit E;

(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 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 [], 2018, or such alternative date as the parties may mutually establish, this Purchase Contract shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations to pay expenses to the extent applicable, as provided in Paragraph 13 hereof, shall continue in full force and effect.

The delivery of any certificate that is required to be delivered in accordance with this Purchase Contract shall be deemed to have been made if the terms of that certificate are included to the satisfaction of the Underwriter within any one certificate or any number of other certificates delivered or caused to be delivered by the party responsible for delivery.

8. **Issue Price Certificate.** At the Closing, contemporaneously with the receipt of the Bonds, the Underwriter will deliver to the City a receipt therefor and a certificate as to issue price of the Bonds confirming their reasonable expectations regarding the representations set forth in Paragraph number 4 hereof and as to such other matters reasonable required in order to enable 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 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 Underwriters and any other experts or consultants retained by the City, including the City's Counsel, financial advisor, independent engineers, accountants, consultants and the charges of Moody's and Standard & Poor's; and (d) fees and costs of the Registrar/Paying Agent.

The Underwriter shall pay (a) all advertising expenses in connection with the public offering of the Bonds; (b) all expenses incurred by it in connection with its public offering and distribution of the Bonds, including, but not limited to, the fees and disbursements of any counsel retained by them (other than fees and disbursements of Co-Counsel to the Underwriters described in paragraph 13); and (c) the cost of preparing and printing the blue sky and legal investment memoranda and the disbursements for filing fees in connection with the aforesaid blue sky and legal investment memoranda.

14. **Covenants of the City.** The City agrees:

(a) To deliver promptly to the Underwriter such number of conformed copies of the Official Statement (and any amended or supplemented Official Statement) and the Ordinance as the Underwriter may reasonably request;

(b) Not to supplement or amend, or cause to be supplemented or amended, the Official Statement or the Ordinance from the date of this Purchase Contract through the 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 effect the exemption from federal income taxation of interest on the Bonds under the Internal Revenue Code of 1986, as amended; and

(g) Not to take or omit to take any action which action or omission will in any way cause the proceeds of the Bonds to be applied in a manner contrary to that described in the Ordinance or the Official Statement.

15. **Notices.** Any notice or other communication to be given to the City under this Purchase Contract may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to Siebert Cisneros Shank & Co., L.L.C, 535 Griswold Street, Suite 2250, Detroit, MI 48226, Attention: Suzanne Shank.

16. **Establishment of Issue Price.**

(a) The Underwriters 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 Special Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

[Except as otherwise set forth in the Schedule attached to Exhibit G, t]The City will treat the first price at which 10% of each maturity of the Bonds (“10% test”) is sold 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 Agreement, the Underwriter shall report to the City the price or prices at which the Underwriter has sold 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.

[Schedule attached to Exhibit G and subsection (c), below, apply only if the Underwriter agrees to apply the hold-the-offering-price rule, as described below.]

The Underwriter confirms is has offered the Bonds to the public on or before the date of this Agreement at the offering price or prices ("initial offering price"), or at the corresponding yield or yields, set forth in Schedule attached to Exhibit G, except as otherwise set forth therein. The Schedule attached to Exhibit G also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter, agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity ("hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

the close of the fifth business day after the sale date; or

the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth business day after the sale date.

The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

The Underwriter confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Underwriter is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail

distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the related pricing wires, and

(ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the related pricing wires.

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 Agreement 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: SIEBERT CISNEROS SHANK & CO., L.L.C., on
behalf of itself and as representative of Loop Capital
Markets

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 2018]

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>INTEREST</u>			
<u>(FEB. 1)</u>	<u>AMOUNT(\$)</u>	<u>RATE(%)</u>	<u>YIELD(%)</u>	<u>PRICE(%)</u>	<u>CUSIP</u>

Redemption

[Optional Redemption]

[Mandatory Redemption]

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 each Term Bond which is 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 Bond which, prior to such date, has 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 Bond to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

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EXHIBIT B

Form of Supplemental Bond Counsel Opinion

[], 2018

=====

EXHIBIT C

GENERAL CERTIFICATE OF THE CITY OF COLUMBIA REQUIRED BY SECTION 7(e)(ii) OF THE PURCHASE CONTRACT

Pursuant to Section 7(e)(ii) of the Purchase Contract dated [], 2018 ("Purchase Contract"), between the City of Columbia, South Carolina ("City") and Siebert Cisneros Shank & Co., L.L.C., on behalf of itself and as representative of Loop Capital Markets, 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 [], 2018 ("Official Statement"), relating to the aggregate principal amount \$[] City of Columbia, South Carolina Stormwater System Revenue Bonds, Series 2018 ("Bonds"), or the validity, due authorization and execution of the Purchase Contract, the Disclosure Dissemination Agent Agreement dated [], 2018, between the City and Digital Assurance Certification, L.L.C., or any agreement or instrument to which the City is a party or which is used or contemplated for use in the consummation of the transactions contemplated by the Purchase Contract or by the Official Statement, (B) the federal tax-exempt status of the interest component on the Bonds, (C) the exemption of the interest component on the Bonds from taxation as described in Paragraph 5(j) of the Purchase Contract, (D) the organization, existence or powers of the City or the title of the Mayor or any of the members of the City Council or any officers of the City except as set forth in the Official Statement, or (E) the business, properties or assets or the condition, financial or otherwise, of the City.

3. The information with respect to the City contained in the Official Statement, relating to the Bonds, is, as of its date, true and correct in all material respects. The information with respect to the City contained in the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, and there has not been any material adverse change in the financial condition or operations of the City since the date of the Official Statement which has not been brought to the attention of the Underwriter in writing prior to the date hereof.

4. To the best of the knowledge and belief of the City, the City reasonably expects as of the date hereof that the proceeds of the Bonds will be used as provided in the Official Statement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate in the name and on behalf of the City as of [], 2018.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Manager

EXHIBIT D

[Form of Opinion of the City Attorney]

[], 2018

EXHIBIT E**Form of Underwriter's Counsel Opinion**[], 2018Siebert Cisneros Shank & Co., L.L.C.
New York, NYLoop Capital Markets
Atlanta, GA***\$/***
City of Columbia, South Carolina
Stormwater System Revenue Bonds
Series 2018Ladies and Gentlemen:

We have acted as counsel to Siebert Cisneros Shank & Co., L.L.C., on behalf of itself and as representatives of Loop Capital Markets, as underwriters (collectively "Underwriter") in connection with the purchase of the referenced bonds ("Bonds") pursuant to a Purchase Contract, dated [], 2018 ("Purchase Contract"), between the Underwriter and the City of Columbia, South Carolina ("City"). This opinion is delivered to you pursuant to Section 7(e)(ix) of the Purchase Contract. Each capitalized term not otherwise defined in this letter has the meaning assigned to that term in the Purchase Contract.

We have, as your counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such other documents, legal opinions, instruments or records, and have made such investigation of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed for the purpose of this opinion.

In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement, dated [], 2018 ("Official Statement"), and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as your counsel, we met in conferences with your representatives and representatives of the City, counsel to the City, McNair Law Firm, P.A. as bond counsel, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in these conferences, and in reliance on these conferences and on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of you as the Underwriter on this matter, no information came to the attention of the attorneys in our firm rendering legal services in connection with your representation that caused us to believe that the Official Statement as of its date and as of the date of this letter (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning The Depository Trust Company and the book-entry system for the Bonds contained or incorporated by reference in the Official Statement and its Appendices, which we expressly

exclude from the scope of this sentence) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Furthermore, we are of the opinion that in connection with the offering and sale of the Bonds, the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and no indenture with respect to the Bonds is required to be qualified pursuant to the Trust Indenture Act of 1939, as amended.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinions expressed above are rendered solely for your benefit in connection with the issuance of the Bonds. These opinions may neither be relied on by you for any other purpose nor be furnished to, used, circulated, quoted or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinions expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

PARKER POE ADAMS & BERNSTEIN LLP

[], 2018

Siebert Cisneros Shank & Co., L.L.C.
New York, NY

Loop Capital Markets
Atlanta, GA

\$//
City of Columbia, South Carolina
Stormwater System Revenue Bonds
Series 2018

Ladies and Gentlemen:

We have acted as co-counsel, with Parker Poe Adams & Bernstein LLP, to Siebert Cisneros Shank & Co., L.L.C., on behalf of itself and as representative of Loop Capital Markets, as underwriters (collectively “Underwriter”) in connection with the purchase of the above referenced bonds (“Bonds”) pursuant to a Purchase Contract, dated [], 2018 (“Purchase Contract”), between the Underwriter and the City of Columbia, South Carolina (“City”). This opinion is delivered to you pursuant to Section 7(e)(ix) of the Purchase Contract. Each capitalized term not otherwise defined in this Letter has the meaning assigned to that term in the Purchase Contract.

We have, as your counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such other documents, legal opinions, instruments or records, and have made such investigation of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed for the purpose of this opinion.

In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement, dated [], 2018 (“Official Statement”), and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as your counsel, we met in conferences with your representatives and representatives of the City, counsel to the City, McNair Law Firm, P.A. and Johnson, Toal & Battiste, P.A., as co-bond counsel, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in these conferences, and in reliance on these conferences and on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of you as the Underwriter on this matter, no information came to the attention of the attorneys in our firm rendering legal services in connection with your representation that caused us to believe that the Official Statement as of its date and as of the date of this letter (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning The Depository Trust Company and the book-entry

system for the Bonds contained or incorporated by reference in the Official Statement and its Appendices, which we expressly exclude from the scope of this sentence) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Furthermore, we are of the opinion that in connection with the offering and sale of the Bonds, the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and no indenture with respect to the Bonds is required to be qualified pursuant to the Trust Indenture Act of 1939, as amended.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinions expressed above are rendered solely for your benefit in connection with the issuance of the Bonds. These opinions may neither be relied on by you for any other purpose nor be furnished to, used, circulated, quoted or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinions expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

STARKES LAW FIRM

EXHIBIT F

Form of Special Environmental Counsel Opinion

[], 2018

EXHIBIT G
FORM OF UNDERWRITER'S CERTIFICATE

[Per Bond Counsel: If Siebert does not meet the 10% test, then Siebert would need to hold the price and that would be the issue price certificate used. For purposes of the draft BPA, we have included alternative certificates. The ultimate certificate used will be based on Bond Counsel's determination at the conclusion of pricing based on actual selling conditions.]

UNDERWRITER'S CERTIFICATE

§II

CITY OF COLUMBIA, SOUTH CAROLINA
STORMWATER SYSTEM REVENUE BONDS
SERIES 2018

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Siebert Cisneros Shank & Co., L.L.C., on behalf of itself and as representatives of Loop Capital Markets, 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 General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. Initial Offering Price of the Hold-the-Offering-Price Maturities.

(a) Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A ("Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, the Underwriter has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement and based on representations by the members of the Underwriter, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. Defined Terms.

(a) General Rule Maturities means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) Hold-the-Offering-Price Maturities means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on

the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which the Underwriting Group has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) City means City of Columbia, South Carolina.

(e) 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.

(f) 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.

(g) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [], 2018.

(h) 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 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 [Tax Certificate] 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.

SIEBERT CISNEROS SHANK & CO., L.L.C.,

By:

Name: Suzanne Shank, Chairwoman & CEO

Dated: [] 2018

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Siebert Cisneros Shank & Co., L.L.C., on behalf of itself and as representatives of Loop Capital Markets, 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 Series 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.

SIEBERT CISNEROS SHANK & CO., L.L.C.,

By:

Name: Suzanne Shank, Chairwoman & CEO

Dated: [], 2018

SCHEDULE A

SALE PRICES

(Attached)

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT



PRELIMINARY OFFICIAL STATEMENT DATED MAY [], 2018

NEW ISSUE

RATINGS:

BOOK-ENTRY-ONLY

Moody's: []

Standard & Poor's: []

(see "RATINGS")

In the opinion of McNair Law Firm, P.A., Co-Bond Counsel, assuming continued compliance by the City with the provisions of the Internal Revenue Code of 1986, as amended, as described herein, interest on the 2018 Bonds is excludable from gross income for federal income tax purposes under existing laws, regulations, rulings and judicial decisions. Interest on the 2018 Bonds is not an item of tax preference in computing the alternative minimum tax. The 2018 Bonds and the interest thereon will also be exempt from all State, county, municipal, school district and other taxes or assessments imposed within the State of South Carolina, except estate, transfer and certain franchise taxes.



\$50,000,000*

CITY OF COLUMBIA, SOUTH CAROLINA **STORMWATER SYSTEM REVENUE BONDS** **SERIES 2018**

Dated: Delivery Date

Due: February 1, as shown on inside cover

The City of Columbia, South Carolina ("City"), Stormwater System Revenue Bonds, Series 2018 ("2018 Bonds"), are issuable in fully-registered form and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), to which payments of principal, redemption premium, if any, and interest on the 2018 Bonds will be made. Individual purchases will be made in book-entry-only form, in denominations of \$5,000 or any integral multiple thereof. So long as Cede & Co., as partnership nominee of DTC, is the registered owner of the 2018 Bonds, references herein to holders or registered owners of the 2018 Bonds means Cede & Co., and shall not mean the beneficial owners of the 2018 Bonds. Interest on the 2018 Bonds shall be payable on each February 1 and August 1 commencing August 1, 2018, until maturity or prior redemption. Principal on the 2018 Bonds will be payable in the years and amounts shown on the inside cover hereof. All capitalized terms used on this cover, and not otherwise defined, are defined herein.

The 2018 Bonds are being issued under the authority of the Constitution and laws of the State, including Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended, and the General Bond Ordinance No. 2018-13, enacted by the City Council, the governing body of the City ("City Council"), on May 15, 2018, as supplemented by the First Supplemental Ordinance No. 2018-14, enacted by the City Council on May 15, 2018 (as so supplemented, collectively, "Ordinance").

The 2018 Bonds are being issued for the purposes of (i) funding certain improvements, extensions and enlargements to the stormwater system of the City ("System"); and (ii) paying the costs incurred in connection with the issuance of the 2018 Bonds.

The 2018 Bonds, including the interest thereon, are payable solely from the Net Revenues of the System and are secured by a pledge of and lien on the Net Revenues thereof. [THERE WILL BE NO DEBT SERVICE RESERVE FUND ESTABLISHED FOR OR FUNDED WITH THE PROCEEDS OF THE 2018 BONDS.]

[THE 2018 BONDS WILL BE SUBJECT TO OPTIONAL AND MANDATORY REDEMPTION PRIOR TO MATURITY AS DESCRIBED HEREIN.]

THE 2018 BONDS DO NOT CONSTITUTE INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION. THE 2018 BONDS SHALL NOT CONSTITUTE DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, ON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE NET REVENUES OF THE SYSTEM PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE 2018 BONDS OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE 2018 BONDS.

SIEBERT CISNEROS SHANK & CO., L.L.C.

LOOP CAPITAL MARKETS

The 2018 Bonds are offered when, as and if issued and delivered by the City, subject to the final approving opinions of McNair Law Firm, P.A., Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, Co-Bond Counsel. Certain legal matters will be passed on for the City by the City Attorney, Teresa A. Knox, Esquire, and for the Underwriters by their co-counsel, Parker Poe Adams & Bernstein LLP, Columbia, South Carolina, and The 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 2018 Bonds. It is expected that the 2018 Bonds will be available for

delivery through the facilities of DTC, on or about June [], 2018.

This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors should read the entire Official Statement to obtain information essential to the making of an informed investment decision. The City deems the Preliminary Official Statement to be final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12 ("Rule"), except for information which may be omitted pursuant to the Rule.

This Official Statement is dated June [], 2018.

2018 BONDS MATURITY SCHEDULE

\$[] Serial Bonds

<u>MATURITY</u> <u>(FEB. 1)</u>	<u>AMOUNT(\$)</u>	<u>INTEREST</u> <u>RATE(%)</u>	<u>YIELD(%)</u>	<u>PRICE(%)</u>	<u>CUSIP¹</u>

\$[] []% Term Bond, due February 1, 20[]; Yield: []%; Price []%^c; CUSIP: []

^cPriced to the call date of February 1, 202[]

¹Copyright 2018, American Bankers Association. CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services (CGS), which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. This information is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP numbers have been assigned by an independent company not affiliated with the Corporation or the Underwriter and are included solely for the convenience of the registered owners of the applicable 2018 Bonds. Neither the City nor the Underwriters are responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the applicable 2018 Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the execution and delivery of the 2018 Bonds as a result of various subsequent actions including, but not limited to, a prepayment in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the 2018 Bonds. It is anticipated that a CUSIP identification number ("CUSIP") will be printed on each 2018 Bond, but neither the failure to print this number on any 2018 Bond nor any error with respect to that CUSIP constitutes cause for failure or refusal by the purchaser of that 2018 Bond to accept delivery of and pay for that 2018 Bond according to the terms of the purchaser's proposal. All expenses regarding printing CUSIPs on the 2018 Bonds shall be paid for by the 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 2018 Bonds identified on the cover. No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representations must not be relied on as having been authorized by the City. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall not be any sale of the 2018 Bonds by any person in any jurisdiction in which it is unlawful to make such offer, solicitation or sale. THE INFORMATION AND EXPRESSIONS OF OPINION IN THIS OFFICIAL STATEMENT ARE SUBJECT TO CHANGE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE UNDER SUCH DOCUMENT SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE SYSTEM.

Information in this Official Statement has been obtained by Siebert Cisneros Shank & Co., L.L.C. ("Siebert"), on behalf of themselves and as representative of Loop Capital Markets ("Loop"), 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.

[], as Registrar and Paying Agent, has not provided, or undertaken to determine the accuracy of, any of the information contained in this Official Statement and makes no representation or warranty, express or implied, as to (i) the accuracy or completeness of such information, (ii) the validity of the 2018 Bonds, or (iii) the tax exempt status of the interest on the 2018 Bonds.

Reference herein to laws, rules, regulations, agreements, reports and other documents, do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made therein. Where full texts have not been included as appendices to the Official Statement, they will be furnished on request.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements," within the meaning of the 1933 Act or the Securities Exchange Act of 1934, as amended. Such statements are generally identifiable by the terminology used such as "may," "will," "could," "should," "expect," "forecast," "plan," "project," "expect," "anticipate," "intend," "believe," "estimate," "budget," "potential," "continue," or the negative of these terms or other similar words. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES, AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE, OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE, OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY THE FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THESE FORWARD-LOOKING STATEMENTS IF OR WHEN CHANGES TO EXPECTATIONS, OR EVENTS, CONDITIONS, OR CIRCUMSTANCES, ON WHICH THE FORWARD-LOOKING STATEMENTS ARE BASED, OCCUR OR FAIL TO OCCUR.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET

PRICE OF THE 2018 BONDS AT OR ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, AND SUCH STABILIZING MAY BE DISCONTINUED AT ANY TIME.

THE 2018 BONDS WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("1933 ACT"), AND THE ORDINANCE HAS NOT BEEN REGISTERED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED. THE REGISTRATION OR QUALIFICATION OF THE 2018 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE 2018 BONDS HAVE BEEN REGISTERED OR QUALIFIED, AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THE SECURITIES AND EXCHANGE COMMISSION ("SEC") NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY WILL HAVE PASSED ON THE ACCURACY OR ADEQUACY OF THE OFFICIAL STATEMENT OR APPROVED THE 2018 BONDS FOR SALE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

CITY OF COLUMBIA, SOUTH CAROLINA

1737 Main Street
Columbia, South Carolina 29201
803-545-3050

**CITY COUNCIL**

Stephen K. Benjamin, Mayor

COUNCIL MEMBERS

Tameika Isaac Devine, Mayor Pro Tem

Moe Baddourah[†]

Sam Davis

Howard E. Duvall, Jr.

Edward H. McDowell, Jr.

Daniel J. Rickemann

CITY MANAGER

Teresa B. Wilson

**ASSISTANT CITY MANAGER
FOR FINANCE AND ECONOMIC SERVICES**

Jeffery M. Palen

CITY ATTORNEY

Teresa A. Knox, Esquire

FINANCIAL ADVISOR

Stifel, Nicloaus and Company, Incorporated
Columbia, South Carolina

⁸Suspended from service on City Council by executive order of Governor Henry McMaster

TABLE OF CONTENTS
[TO BE UPDATED]

OFFICIAL STATEMENT

\$50,000,000*

CITY OF COLUMBIA, SOUTH CAROLINA

STORMWATER SYSTEM REVENUE BONDS

SERIES 2018

INTRODUCTION

This Official Statement of the City of Columbia, South Carolina ("City"), which includes the cover page hereof and the appendices hereto, provides information relating to the City, its Stormwater System Revenue Bonds, Series 2018 ("2018 Bonds"). The information furnished herein includes a brief description of the 2018 Bonds, and the security therefor, the City, and its indebtedness, tax information, economic data, financial information and other matters. Also included are certain information and data pertaining to Richland County, South Carolina ("County"), Lexington County, South Carolina ("Lexington County"), and the State of South Carolina ("State").

The 2018 Bonds and any Additional Bonds (as such terms are hereinafter defined) are referred to herein as the "Bonds." Included in this Official Statement is a brief description of the Stormwater System of the City ("System") and the ordinances pursuant to which the 2018 Bonds are authorized and issued by the City. The summaries and references to all documents, statutes, reports and other instruments referred to herein do not purport to be complete, comprehensive or definitive, and each such reference or summary is qualified in its entirety by reference to each such document, statute, report or other instrument. Capitalized terms used herein without specific definition are used as defined in "APPENDIX C – Summary of Certain Provisions of the Ordinance."

Authorization

The 2018 Bonds are being issued under the Constitution and laws of the State of South Carolina ("State"), including Title 6, Chapter 21, Code of Laws of South Carolina 1976, as amended, and the General Bond Ordinance No. 2018-45, enacted by the City Council, the governing body of the City ("City Council"), on May 15, 2018 ("General Ordinance"), as so amended and supplemented, including as amended and supplemented particularly by the First Supplemental Ordinance No. 2018-46, enacted by the City Council on May 15, 2018 ("Supplemental Ordinance," and together with the General Ordinance, as so amended and supplemented, collectively, "Ordinance").

Purpose

The 2018 Bonds are being issued for the purposes of (i) funding certain improvements, extensions and enlargements to the System; and (ii) paying the costs incurred in connection with the issuance of the 2018 Bonds. See "SOURCES AND USES OF FUNDS" and "PLAN OF FINANCE."

THE 2018 BONDS

General

The 2018 Bonds will be dated their date of delivery, will mature on February 1 in the years and in the principal amounts set forth on the inside cover page hereto, and will bear interest at the rates per annum (calculated on the basis of a 360-day year comprised of twelve 30-day months) set forth on the inside cover page hereto, payable on [] 1, 201[], and semiannually thereafter on August 1 and February 1 of each year. The 2018 Bonds are issuable initially in book-entry-only form, in denominations of \$5,000 or any integral multiple thereof. So long as the 2018 Bonds are in book-entry-only form and are registered in the name of Cede & Co., as the nominee of The Depository Trust Company, New York, New York ("DTC"), payments on the 2018 Bonds will be made as set forth under "Book-Entry-Only System" below. Should the 2018 Bonds no longer be held in book-entry-only form, principal of the 2018 Bonds, whether due on maturity or redemption, will be payable on the respective maturity dates or redemption dates on presentation and surrender thereof at the corporate trust office of [], as registrar and paying agent ("Registrar/Paying Agent"), and interest on the 2018 Bonds will be payable by check or draft of the

Registrar/Paying Agent mailed to the person in whose name each 2018 Bond is registered as of the close of business on the fifteenth day of each month immediately preceding such payment. Interest payments to a person who is a holder of \$1,000,000 or more in aggregate principal amount of the 2018 Bonds not held in book-entry-only form may be made by wire transfer to an account within the continental United States on timely receipt of a written request of such holder.

[The 2018 Bonds are subject to optional and mandatory redemption prior to their maturity.]

Optional Redemption

The 2018 Bonds maturing on or after February 1, 20[], are subject to redemption prior to maturity on or after February 1, 20[], at the option of the City, as a whole or in part at any time in such order of their maturities as the City shall determine at the redemption price equal to 100% of the principal amount of the 2018 Bonds being redeemed together with accrued interest to the date fixed for redemption.

Mandatory Redemption

The 2018 Bonds maturing on February 1, 20[], and 20[] ("2018 Term Bonds"), shall be subject to mandatory sinking fund redemption commencing February 1, 20[], and 20[], respectively, and will be redeemed (to the extent not previously redeemed) at 100% of the principal amount of the principal amount thereof to be redeemed, plus interest accrued to the redemption date, on February 1 of each of the following years in the respective principal amounts for each year specified below:

[To Be Updated]

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Registrar for cancellation 2018 Term Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such 2018 Term Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each 2018 Term Bond so delivered or previously purchased or redeemed shall be credited by the Registrar, at one hundred percent (100%) of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in such order as the City may direct the Registrar in writing, and the principal amount of the 2018 Term Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

General Redemption Provisions; Notice

In the event the 2018 Bonds or any portion thereof shall be called for redemption, notice of the redemption, describing (among other things) the 2018 Bonds to be redeemed, specifying the redemption date and the redemption price payable on such redemption, shall be mailed by first-class mail, postage prepaid, to the registered owner thereof as shown on the Books of Registry not less than 30 days and not more than 60 days prior to the redemption date. So long as the 2018 Bonds are in book-entry-only form and are registered in the name of Cede & Co., as the nominee of DTC, notices of redemption with respect to the 2018 Bonds will be given to Cede & Co., and will be distributed by Cede & Co. as set forth under "Book-Entry-Only System" below.

If less than all of the 2018 Bonds of any series and maturity are called for redemption, the 2018 Bonds of such series and maturity to be redeemed shall be selected by lot within such maturity, subject to the rules of procedure of DTC while the 2018 Bonds are held in book-entry-only form.

If a 2018 Bond is subject by its terms to redemption prior to its stated maturity and has been duly called for redemption and notice of the redemption thereof has been duly given as in the Ordinance provided and if moneys for the payment of such 2018 Bond at the then applicable redemption price and the interest to accrue to the redemption date on such 2018 Bond are held for the purpose of such payment by the Registrar/Paying Agent, then such 2018 Bond so called for redemption shall, on the redemption date designated in such notice, become due and payable, and interest on the 2018 Bond, as appropriate, so called for redemption shall cease to accrue. The City is entitled to

provide for, and give notice of, the redemption of a 2018 Bond based on certain conditions being met at or prior to redemption, including, but not limited to, the availability of amounts for such purposes.

Book-Entry System

THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORDKEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE 2018 BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE 2018 BONDS TO DIRECT AND INDIRECT PARTICIPANTS (AS DEFINED BELOW) OR BENEFICIAL OWNERS (AS DEFINED BELOW) OF THE 2018 BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE 2018 BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT AND INDIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE 2018 BONDS IS BASED SOLELY ON INFORMATION FURNISHED BY DTC TO THE CITY FOR INCLUSION IN THIS OFFICIAL STATEMENT. ACCORDINGLY, THE CITY NEITHER MAKES NOR CAN MAKE ANY REPRESENTATIONS CONCERNING THESE MATTERS.

Beneficial ownership interests in the 2018 Bonds will be available only in book-entry form. Each beneficial owner of the 2018 Bonds (“Beneficial Owner”) will not receive a physical bond certificate representing their interests in the 2018 Bonds purchased. So long as Cede & Co. (“Nominee”), as nominee for The Depository Trust Company, New York, New York (“DTC”) or its nominee is the registered owner of the 2018 Bonds, references in this Official Statement to the owners of the 2018 Bonds shall mean DTC or its nominee and shall not mean the Beneficial Owners. Unless and until the book-entry-only system has been discontinued, the 2018 Bonds will be available only in book-entry-only form in principal amounts of \$5,000 or any integral multiple thereof.

DTC will initially act as securities depository for the 2018 Bonds. The 2018 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond will be issued for each maturity of the 2018 Bonds, as set forth on the front cover page hereof, and will be deposited with DTC. So long as Cede & Co. is the registered owner of the 2018 Bonds, as nominee for DTC, references herein to the Bondholders or registered owners of the 2018 Bonds, as applicable (other than under the caption “TAX EXEMPTION AND OTHER TAX MATTERS” herein), means Cede & Co., as aforesaid, and does not mean the Beneficial Owners of such 2018 Bonds.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of the 2018 Bonds. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect

Participants”). The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the 2018 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2018 Bonds on DTC’s records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests with respect to the 2018 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive bonds representing their ownership interests in the 2018 Bonds, except in the event that use of the book-entry system for the 2018 Bonds is discontinued.

To facilitate subsequent transfers, the 2018 Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the 2018 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2018 Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts the 2018 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the 2018 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2018 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Ordinance. For example, Beneficial Owners of the 2018 Bonds may wish to ascertain that the nominee holding the 2018 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar/Paying Agent and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2018 Bonds within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2018 Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the 2018 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Because DTC is treated as the Owner of the 2018 Bonds for substantially all purposes, Beneficial Owners may have a restricted ability to influence in a timely fashion remedial action or the giving or withholding of requested consents or other directions. In addition, because the identity of the Beneficial Owners is unknown to the Issuer, to DTC or to the Registrar/Paying Agent, it may be difficult to transmit information of potential interest to Beneficial Owners in an effective and timely manner. Beneficial Owners should make appropriate arrangements with their broker or dealer regarding distribution of information regarding the 2018 Bonds that may be transmitted by or through DTC.

Principal, redemption premium, if any, and interest payments on the 2018 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit

Direct Participants' accounts on DTC's receipt of funds and corresponding detail information from the City or the Registrar/Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Registrar/Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Registrar/Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2018 Bonds at any time by giving reasonable notice to the City or Registrar/Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, 2018 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, 2018 Bond certificates will be printed and delivered to DTC.

THE INFORMATION HEREIN CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE CITY AND THE UNDERWRITERS BELIEVE TO BE RELIABLE, BUT NEITHER THE CITY NOR THE UNDERWRITERS TAKE RESPONSIBILITY FOR THE ACCURACY THEREOF. THE BENEFICIAL OWNERS SHOULD CONFIRM THE FOREGOING INFORMATION WITH DTC OR THE DIRECT OR INDIRECT PARTICIPANTS.

Each person for whom a Participant acquires an interest in the 2018 Bonds, as nominee, may desire to make arrangements with such Participant to receive a credit balance in the records of such Participant, and may desire to make arrangements with such Participant to have all notices of redemption or other communications to DTC, which may affect such persons, to be forwarded in writing by such Participant and to have notification made of all interest payments.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the Registrar/Paying Agent to DTC only.

For every transfer and exchange of 2018 Bonds, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

NONE OF THE CITY, THE UNDERWRITERS OR THE REGISTRAR/PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, TO INDIRECT PARTICIPANTS, OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (I) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT, OR ANY INDIRECT PARTICIPANT; (II) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE 2018 BONDS UNDER THE ORDINANCE; (III) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE 2018 BONDS; (IV) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR REDEMPTION PREMIUM, IF ANY, OR INTEREST DUE WITH RESPECT TO THE 2018 BONDS; (V) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF THE 2018 BONDS; OR (VI) ANY OTHER MATTER.

The Supplemental Ordinance provides that if (a) DTC determines not to continue to act as securities depository for the 2018 Bonds and gives reasonable notice to the Registrar/Paying Agent or the City or (b) the City has advised DTC of the City's determination that DTC is incapable of discharging its duties, then the City will attempt to retain another qualified securities depository to replace DTC. On receipt by the City or the

Registrar/Paying Agent of the 2018 Bonds, together with an assignment duly executed by DTC, the City will execute and deliver to the successor depository, the 2018 Bonds of the same principal amount, interest rate, and maturity. If the City is unable to retain a qualified successor to DTC, or the City has determined that it is in its best interest not to continue the book-entry-only system of transfer or that interests of the Beneficial Owners of the 2018 Bonds might be adversely affected if the book-entry-only system of transfer is continued (the City has undertaken no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the 2018 Bonds by mailing an appropriate notice to DTC, on receipt by the City of the 2018 Bonds together with an assignment duly executed by DTC, the City will execute, authenticate and deliver to the Direct Participants the 2018 Bonds in fully-registered form, in authorized denominations; provided, however, that the discontinuation of the book-entry-only system of registration and transfer or the replacement of DTC or any successor depository is subject to the applicable rules of DTC or such successor depository on file or otherwise approved by the SEC.

Registration, Transfers and Exchanges

2018 Bonds Held in Book-Entry-Only Form

So long as the 2018 Bonds are in book-entry-only form and are registered in the name of Cede & Co., as the nominee of DTC, the 2018 Bonds may be registered, transferred and exchanged as set forth under “Book-Entry-Only System” herein.

2018 Bonds Not Held in Book-Entry-Only Form

Each 2018 Bond not held in book-entry-only form shall be transferable only on the books of registry (“Books of Registry”) of the City, which shall be kept for such purpose at the corporate trust office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney on surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. On the transfer of any such 2018 Bond, the Registrar/Paying Agent shall cause to be issued in the name of the transferee a new fully-registered 2018 Bond, of the same aggregate principal amount, interest rate, series and maturity as the surrendered 2018 Bond. Any registered owner requesting a transfer shall pay any tax or other governmental charge required to be paid with respect thereto. Any 2018 Bond surrendered in exchange for a new registered 2018 Bond, respectively, shall be cancelled by the Registrar/Paying Agent.

The City and the Registrar/Paying Agent may deem and treat the person in whose name any 2018 Bond not held in book-entry-only form shall be registered as the absolute owner of such 2018 Bond for all purposes including the payment of or on account of the principal, premium, if any, or interest thereon and any such payment made to a registered owner shall be effectual to satisfy and discharge the liability on such 2018 Bond with respect thereto.

In the event any 2018 Bond not held in book-entry-only form becomes mutilated in whole or in part, or is lost, stolen or destroyed, or becomes so defaced as to impair the value thereof to the holder thereof, the City shall execute and the Registrar/Paying Agent shall authenticate and deliver a new 2018 Bond, respectively, of the same interest rate and denomination and like tenor and effect in exchange or in substitution for such mutilated, lost, stolen or destroyed 2018 Bond; provided that, in the case of any mutilated 2018 Bond, such 2018 Bond shall be surrendered to the Registrar/Paying Agent, and in the case of any lost, stolen or destroyed 2018 Bond there shall be furnished to the City and the Registrar/Paying Agent evidence of such loss, theft or destruction satisfactory to the City and the Registrar/Paying Agent together with such indemnity as they shall require. In the event any such mutilated, lost, stolen or destroyed 2018 Bond shall have matured, instead of issuing a duplicate 2018 Bond, the City may pay the same. The City and the Registrar/Paying Agent may charge the holder or owner of such mutilated, lost, stolen or destroyed 2018 Bond with their reasonable fees and expenses in connection therewith.

SECURITY FOR THE 2018 BONDS

Pledged Revenues

The 2018 Bonds are payable solely from and are secured equally and ratably with 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 receipts, income, revenues, fees and other charges to be levied and collected in connection with, and all other income and receipts of whatever kind or character derived by the City from the establishment and operation of the System, including, but not limited to, stormwater utility fees and charges, interest earnings and other earnings or investments, as such earnings or investments are computed in accordance with generally accepted accounting practices, but excluding the proceeds of any grants or debt, contributions in aid of construction, gains or losses on extinguishment of debt, and the receipts, income, revenues, fees and other charges derived from the operation of Special Facilities (as defined in Appendix C). The term “Expenses of Operating and Maintaining the System” means the current expenses, paid or accrued, of operation, administration, maintenance and current repair of the System, as calculated in accordance with generally accepted accounting practices, and shall include, without limiting the generality of the foregoing, administrative charges, salaries, wages, employee benefits, costs of materials and supplies, costs of routine repairs, renewals, replacements and alterations occurring in the usual course of business, properly allocable share of City administrative and overhead expenses, costs of billings and collections, costs of any audit of the System, the premiums for all insurance required with respect to the System, taxes, if any, and amounts payable by way of arbitrage rebate, but does not include (i) the payment of interest on Bonds or other System-related indebtedness, (ii) capital outlay or any renewals or replacements of capital assets of the System, (iii) any allowance for depreciation, (iv) any amounts deemed to be payments in lieu of taxes or other equity transfers, (v) any pension-related and other post-employment benefit-related expenses (other than such amounts actually paid) of the System, (vi) any payment or amortization of financing expenses, underwriting discounts, call premiums, losses on the extinguishment of debt due to refinancing of the same, and other related and non-recurring expenses resulting from the issuance or refinancing of long term indebtedness, or (vii) any losses on the sale or other disposition of investments or fixed or capital assets. For more information, see “APPENDIX C - SUMMARY OF ORDINANCE,” herein.

Limited Obligations

THE 2018 BONDS DO NOT CONSTITUTE INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION. THE 2018 BONDS SHALL NOT CONSTITUTE DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, ON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE NET REVENUES OF THE SYSTEM PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE 2018 BONDS OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE 2018 BONDS.

Rate Covenant

The City has covenanted in the Ordinance to operate the System in an efficient and economical manner and establish, levy, maintain, revise and collect such fees, rates and other charges for the use of the services and facilities furnished by the System as may be necessary or proper, which fees, rates and other charges, together with other Revenues and other available moneys, will at all times be sufficient after making due and reasonable allowance for contingencies and for a margin of error in estimates, to provide in each July 1 through June 30 fiscal year of the City, an amount equal to:

- (a) 120 percent of the amounts required to be deposited into each Bond and Interest Redemption Fund for the then current fiscal year;
- (b) 100 percent of the amounts required to be deposited into each Debt Service Reserve Fund for the then current fiscal year;
- (c) 100 percent of the amounts required to be deposited into the Operation and Maintenance Fund for the then current fiscal year;
- (d) 100 percent of the amounts required to be deposited into the Depreciation Fund for the then current fiscal year;
- (e) 100 percent of the amounts required to be deposited into the Contingent Fund for the then current fiscal year;
- (f) 100 percent of the amounts required to provide for payment of any Junior Bonds for the then current fiscal year; and
- (g) the amounts necessary to comply in all respects with the terms of the Ordinance or any other contract or agreement with the Holder of a Bond.

Disposition of Revenues and Funds Established by the Ordinance

The following are the funds and accounts created and established by the Ordinance:

- (a) Revenue Fund to be held by the City;
- (b) Bond and Interest Redemption Fund for each Series of Bonds to be held by the Custodian, except as provided in any supplemental ordinance;
- (c) an Interest Account, a Principal Account and a Bond Redemption Account;
- (d) Debt Service Reserve Fund for each Series of Bonds, if any, to be held by the Custodian;
- (e) Operation and Maintenance Fund to be held by the City;
- (f) Depreciation Fund to be held by the City;
- (g) Contingent Fund to be held by the City; and
- (h) Construction Fund, if applicable, for each Series of Bonds to be held by a Bank designated by the City.

So long as any Bonds are Outstanding, the Revenues of the System shall be applied at the times, in the amounts and for the purposes as provided or permitted by the Ordinance, and in the following order of priority:

First, there shall be transferred into the respective Bond and Interest Redemption Funds, the amounts required by the Ordinance;

Second, there shall be transferred into the respective Debt Service Reserve Funds, if established, the amounts (including any payments required under the terms of any surety bond, insurance policy or letter of credit applicable thereto) required by the Ordinance or any supplemental ordinance for any Bond issued thereunder;

Third, provision shall be made for the payment of Expenses of Operating and Maintaining the System;

Fourth, provisions shall be made for payment of interest on amounts advanced by the provider of any surety bond, line of credit, insurance policy or letter of credit as contemplated in the Ordinance;

Fifth, provision shall be made for the payment of any Junior Bonds;

Sixth, there shall be transferred into the Depreciation Fund the amounts required by the Ordinance; and

Seventh, there shall be transferred into the Contingent Fund the amounts required by the Ordinance.

If, after applying Revenues of the System as set forth above, there are Revenues remaining, such Revenues shall be disposed of as the City shall determine from time to time to be for the best interest of the City; provided, a transfer of any surplus Revenues to the City's general fund or similar fund shall only be made at the end of each Fiscal Year and the amount of such transfer shall not cause the Revenues of the System to be less than the respective amounts required to comply with the Rate Covenant.

Debt Service Reserve Funds

The Ordinance provides that the City, pursuant to an ordinance authorizing the issuance of a series of Bonds, may provide for the establishment of a debt service reserve fund (each, a "Debt Service Reserve Fund") to be used solely for the purpose of preventing a default in the payment of principal of or interest or premium, if any, on the Bonds of such series.

Whenever the aggregate value of cash and securities in a Debt Service Reserve Fund shall be less than the reserve fund requirement, if any, established with respect to such fund pursuant to a supplemental ordinance authorizing a series of Bonds ("Reserve Fund Requirement"), there shall be deposited in such Debt Service Reserve Fund that amount which, together with equal, successive, monthly deposits in the same amount, will restore the value of the cash and securities in such Debt Service Reserve Fund to the applicable Reserve Fund Requirement during the succeeding 12 months. See "APPENDIX C – Summary of Certain Provisions of the Ordinance" under the heading "SUMMARY OF ORDINANCE – Funds Created Under General Bond Ordinance – Debt Service Reserve Funds."

[THERE WILL BE NO DEBT SERVICE RESERVE FUND ESTABLISHED FOR OR FUNDED WITH THE PROCEEDS OF THE 2018 BONDS.]

Additional and Refunding Bonds

The City may issue Additional Bonds on a parity (with respect to the pledge of and lien on Net Revenues) with the 2018 Bonds subject to certain conditions set forth in the Ordinance, including, in the case of Additional Bonds issued other than for the purpose of refunding outstanding Bonds, the requirement that there shall be delivered (i) a certificate or a report, which is not required to be based on the audited financial statements of the City, from the City Manager, any Assistant City Manager serving as the chief financial officer of the City, an Accountant or a Consulting Engineer stating that the amount of the Net Revenues of the System for a consecutive 12-month period ending during the last 18 months is not less than 120% of the Maximum Debt Service on Bonds then Outstanding and the Bonds then proposed to be issued, or (ii) a certificate or report from an Accountant or Consulting Engineer, or a certificate or report from the City Manager or any Assistant City Manager serving as the chief financial officer of the City which is based upon a certificate or report from an Accountant or Consulting Engineer, stating that the amount of the Net Revenues of the System, as shall have been forecasted, is not less than 120% of the actual Debt Service on all Bonds then Outstanding and the Bonds then proposed to be issued for each of the three fiscal years following the later of the date of the delivery of the Bonds of such Series, or the period (if any) for which interest is funded from the proceeds of such Bonds; provided the amount of Net Revenues for the periods referred to above may be adjusted by adding the following:

(1) in case the rates and charges for the services furnished by the System shall have been

revised and such revised rates and charges shall have gone into effect or will be effective on a future date or dates as evidenced by an ordinance enacted by the Council prior to the delivery of the Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the periods referred to above if such rates and charges had been in effect during the periods referred to above; and

(2) in case an existing stormwater and drainage system or any other public utility system is to be acquired and combined or made a part of the System from the proceeds of the Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the periods referred to above if such existing system or systems to be acquired had been a part of the System during the periods referred to above (which computation of the additional amount of Net Revenues shall be based upon the method of computing Net Revenues under the 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 Bond and Interest Redemption Fund in such fiscal year for the payment of the principal of, redemption premium, if any, and interest (to the extent not payable from the proceeds of Bonds or investment earnings thereon) on such Series of Bonds; provided that the interest on Variable Rate Indebtedness then Outstanding shall be calculated at the actual average rate of interest on the Variable Rate Indebtedness during the 12 months immediately preceding the date of calculation (or such lesser period during which the Variable Rate Indebtedness has been Outstanding); provided further, that for purposes of satisfying the requirements, described above, of issuing Additional Bonds, (1) interest on Variable Rate Indebtedness then proposed to be issued shall be calculated at the initial interest rate on such Variable Rate Indebtedness and (2) interest on Variable Rate Indebtedness then Outstanding shall be calculated at the current interest rate on such Variable Rate Indebtedness, in each case of which such interest rate may be based on an index rate determined no more than two weeks prior to such calculation.

Junior Bonds and Special Facilities Bonds

The City may issue bonds secured by a pledge of Net Revenues junior and subordinate in all respects to the pledge securing the 2018 Bonds or any other obligation or form of indebtedness, including lease purchase obligations secured by a pledge of Net Revenues, after provision has been made for all payments required to be made with respect to the 2018 Bonds (“Junior Bonds”), in such amount as it may from time to time determine. The pledge of Net Revenues shall at all times be and remain subordinate and inferior in all respects to the pledge of Net Revenues securing the 2018 Bonds. Junior Bonds may be issued to secure funds to defray the cost of improving, extending, enlarging or repairing the System, including the acquisition of a system to be combined with or consolidated into the System, or to refund the 2018 Bonds or any other Bonds, Junior Bonds, or any notes, bonds, or other obligations issued to finance or to aid in financing the acquisition, construction or improvement of the System. See “APPENDIX C – Summary of Certain Provisions of the Ordinance” under the heading “SUMMARY OF ORDINANCE – Additional Bonds – Junior Bonds.”

The City may also enter contracts, leases or other agreements pursuant to which it will agree to construct, operate and pay the costs of Special Facilities which may or may not be discrete and separate units of the System. These Special Facilities may be financed through the issuance of Special Facilities Bonds, subject to certain conditions with respect to the ability of the Special Facilities to generate sufficient revenues to pay for such Special Facilities Bonds. See “APPENDIX C – Summary of Certain Provisions of the Ordinance” under the heading “SUMMARY OF ORDINANCE – Additional Bonds – Special Facilities Bonds.”

SOURCES AND USES OF FUNDS

The proceeds of the sale of the 2018 Bonds are expected to be used substantially as follows:

<u>Estimated Sources of Funds</u>	
<u>Principal Amount of 2018 Bonds</u>	<u>\$</u>
<u>[Plus][Less] [Net] Aggregate Original Issue [Premium][Discount]</u>	
<u>TOTAL SOURCES OF FUNDS</u>	<u>\$</u>
<u>Estimated Uses of Funds</u>	
<u>2018 Projects</u>	<u>\$</u>
<u>Cost of Issuance⁽¹⁾</u>	
<u>TOTAL USES OF FUNDS</u>	<u>\$</u>

⁽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 2018 Bonds will be deposited into the Construction Fund of 2018 established pursuant to the Supplemental Ordinance. Moneys on deposit in the Construction Fund of 2018 will be used, as needed, to finance the costs of the 2018 Projects, including without limitation payment of engineering, legal and all other expenses incidental to the 2018 Projects and issuance costs of the 2018 Bonds.

The 2018 Projects involve ongoing capital improvements to the System. These capital improvements include improvements, extensions and enlargements to the System, including any of the following: (i) man-made channels, swales, ditches, swamps, rivers, streams, creeks, branches, reservoirs, ponds, drainage ways, inlets, catch basins, pipes, head walls, storm sewers, lakes, and other physical works, properties and improvements which transfer, control, convey, or otherwise influence the movement of stormwater runoff, and (ii) any other matters with respect to the above improvements and such other improvements as the City may deem necessary or incidental to the System. Construction is expected to begin in 2018, and scheduled to be substantially completed by or before 2020.

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FINANCIAL FACTORS

Five-Year Summary

The following table sets forth a summary of the operating revenues, operating expenses, non-operating revenues and non-operating expenses and changes in net position of the System for the fiscal years ended June 30, 2013, through June 30, 2017. This summary should be read in conjunction with (a) the audited financial statements of the City for the applicable fiscal years, and (b) the information set forth under “Management’s Discussion and Analysis” herein. Included as Appendix A to this Official Statement is a portion of the Comprehensive Annual Financial Report of the City for Fiscal Year ended June 30, 2017. 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.

[To Be Updated]

Source: The City of Columbia Finance Department

Note: Totals may not sum due to rounding.

Management’s Discussion and Analysis

[To Be Updated]

See “Historical Debt Service Coverage of the System” (footnote) for the impacts of the financial reclassification and the Rain Event on the calculation of the System’s debt service coverage.

Historical Debt Service Coverage of the System

Because the City has not previously issued debt reliant on the Revenues of the System, no historical information exists available regarding debt service requirements and debt service coverage of the System.

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Projected Debt Service Requirements of the System

The following table sets forth the aggregate debt service requirements, beginning with the Fiscal Year ending June 30, 2018 ("Fiscal Year 2018"), for the 2018 Bonds.

<u>Fiscal</u>	<u>2018 Bonds</u>			<u>Aggregate</u>
<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>	<u>Debt Service</u>
<u>2018</u>				
<u>2019</u>				
<u>2020</u>				
<u>2021</u>				
<u>2022</u>				
<u>2023</u>				
<u>2024</u>				
<u>2025</u>				
<u>2026</u>				
<u>2027</u>				
<u>2028</u>				
<u>2029</u>				
<u>2030</u>				
<u>2031</u>				
<u>2032</u>				
<u>2033</u>				
<u>2034</u>				
<u>2035</u>				
<u>2036</u>				
<u>2037</u>				
<u>2038</u>				
<u>2039</u>				
<u>2040</u>				
<u>2041</u>				
<u>2042</u>				
<u>2043</u>				
<u>2044</u>				
<u>2045</u>				
<u>2046</u>				
<u>2047</u>				

Note: Totals may not sum due to rounding.

Projected Debt Service Coverage of the System

Debt service coverage as projected and prepared by the City for the Fiscal Years ended June 30, 2018, through 2022, is as set forth below.

<u>Fiscal</u>	<u>Net Revenues</u>	<u>2018 Bonds</u>	<u>Total</u>	<u>Coverage</u>
<u>Year</u>			<u>Debt Service</u>	
<u>2018</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>□x</u>
<u>2019</u>				<u>□x</u>
<u>2020</u>				<u>□x</u>
<u>2021</u>				<u>□x</u>
<u>2022</u>				<u>□x</u>

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

The City does not presently have any outstanding debt related to the System or Revenues of the System.

THE CITY AND THE SYSTEM

General Description [to be updated]

The City, located at the geographic center of the State, was formed in 1786. It is the county seat of the County and the capital of the State. In addition to being the governmental center of the State, the City is also the business, finance, education and transportation center of the State. The System provides stormwater collection and distribution services throughout the City and collects stormwater fees from approximately [41,741] billed water accounts in the City.

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>
<u>Stephen K. Benjamin, Mayor</u>	<u>Attorney</u>	<u>December 31, 2021</u>
<u>Tameika Isaac Devine, Mayor Pro Tem</u>	<u>Attorney</u>	<u>December 31, 2021</u>
<u>Moe Baddourah^{††}</u>	<u>Business Owner</u>	<u>December 31, 2019</u>
<u>Sam Davis</u>	<u>Chief Executive Officer[†]</u>	<u>December 31, 2021</u>
<u>Howard E. Duvall, Jr.</u>	<u>Retired</u>	<u>December 31, 2019</u>
<u>Edward H. McDowell, Jr.</u>	<u>Retired</u>	<u>December 31, 2019</u>
<u>Daniel J. Rickemann</u>	<u>Business Consultant</u>	<u>December 31, 2021</u>

[†]City Councilman Sam Davis is the Chief Executive Officer of BEKOTU and Associates, Inc.

†† Suspended from service on City Council by executive order of Governor Henry McMaster.

Teresa B. Wilson has served as City Manager since January 2013. Ms. Wilson has served as the City's Director of Governmental Affairs and Assistant City Manager for Community Programs, Economic Development and Government Services. Ms. Wilson graduated from the University of South Carolina's Honors College and the University of South Carolina School of Law. Prior to joining the City, Ms. Wilson served as Government and Community Relations Coordinator for the University of South Carolina's Office of the President, and also served as a liaison for the University of South Carolina and the City of Columbia, as well as a number of community organizations.

Jeffery M. Palen has served as the Assistant City Manager for Finance and Economic Services and Chief Financial Officer since January 2013. Prior to his current position, Mr. Palen served as the City's Treasurer beginning in November 2008, and as hospital chief financial officer with Health Management Associates from 2005 to 2008. Mr. Palen graduated with a Bachelor of Science in Business and a Master's Degree in Business Administration from the University of South Carolina. Mr. Palen has held various positions in both the private and public sectors, including serving as the Deputy Treasurer and the Deputy Auditor for Lexington County.

Janice L. Alonso has served as the Finance Director of the City since July 2013. She has been employed with the City since December 2008, first as the Accounting Manager and, in August 2010, as the Deputy Finance Director. Ms. Alonso has held various positions in both private and public sectors, including Deputy Treasurer for Lexington County and Assistant Controller for Thermo Scientific. Ms. Alonso graduated from the University of South Carolina with a Bachelor of Science in Business. Ms. Alonso is also a Certified Government Finance Officer in South Carolina.

For further information regarding the City and the Columbia MSA, see Appendix B attached hereto.

The System is administered by the City through the City Manager. Under the City Manager's direction, the financial operations of the System are administered by the Assistant City Manager for Finance and Economic Services. The Utilities Department operates the System's facilities []. A total of approximately [] 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. Mr. Shealy is a licensed Water Treatment Plant Operator and Professional Engineer. He has worked in the water and wastewater fields, in regulatory, consulting and municipal roles, for over 26 years. As the Assistant City Manager, Mr. Shealy is responsible for the daily operations of the drinking water and wastewater utilities, [including stormwater], as well as capital improvement program implementation, planning, and engineering functions of Columbia Water and its nearly 600 employees. Prior to being named Assistant City Manager, Mr. Shealy served as the City's Director of Utilities and Water Works Superintendent for two years. Prior to coming to Columbia Water, Mr. Shealy worked for the South Carolina Department of Health and Environmental Control for six years and engineering firms BP Barber & Associates, Inc. and Black and Veatch Corporation doing project design and management. Mr. Shealy is a registered Professional Engineer (P.E.) in the State of South Carolina. He earned his Bachelor of Science degree in Engineering from Clemson University. He is active in water and wastewater industry organizations, previously serving as Chair of the Capital District of the Water Environment Association and Chair of the South Carolina Section of the American Water Works Association. He is also a past recipient of the George Warren Fuller and Herman F. Wiedeman Awards from the American Water Works Association.

Initial recommendations for improvements of the System are made by the [Assistant City Manager of Columbia []]. 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 System extends to the City's corporate limits, including areas subsequently annexed by the City. The entire System covers approximately 134.9 square miles with a population, as of July 1, 2016,

estimated to be 134,309 persons living within that area. The City's population has increased approximately 37% since the 1990.

Impact of Weather Event

Beginning Thursday, October 1, 2015, and continuing into Monday, October 5, 2015, the City experienced an unprecedented rain event involving 20-24 inches of rainfall ("Rain Event"). During the early morning hours of Sunday, October 4, significant flooding occurred throughout the City. Published reports indicate that approximately 400 homes and 60 businesses in the City were damaged and approximately 100 roads were closed, blocked, or impassable because of the flooding. Multiple sewer and water lines ruptured or broke. The City experienced a 60-foot wide breach in the Columbia Canal, which the City uses to provide water for one of the City's water treatment facilities. President Obama issued a disaster declaration for the State pursuant to which federal disaster aid has been made available to the State to supplement State, County, and local recovery efforts in the City and several other affected by the severe storms and flooding.

The City anticipates expenditures necessary for clean-up and repair to be approximately \$70,000,000. The City anticipates FEMA will reimburse the City for 75% of qualifying costs and State will reimburse the City for the remaining 25%. Without regard to potential long-term mitigation improvements, and assuming all relevant levels of reimbursement, the City estimates the general fund impact to be less than \$1,000,000 and does not anticipate any material impact to the operation and maintenance expenses of the System or to net capital expenditures related to the System. The City cannot guarantee whether all costs will qualify for FEMA reimbursement or whether the State will provide any reimbursement. [Any additional update with actual expenditures and reimbursements?]

System Rates

Information on rates and fees of the System is set forth in "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 stormwater collection and distribution system. The System currently meets all material federal and State requirements regarding a public water supply system. See "Environmental Matters – General."

Rates and Fees

General

The rates charged by the City for stormwater are not subject to approval by any federal or State regulatory body. The City's rates, as adopted effective [], are set forth below.

The City increases rates as necessary to provide sufficient revenues for payment of projected increased costs of operation, expansion of the System. See "FINANCIAL FACTORS--Historical Debt Service Coverage of the System" and "--Projected Debt Service Coverage of the System."

[to be provided]

Billing and Collection Policies

Stormwater fees are collected on in-City water customers. Bills are mailed to water customers on a periodic basis throughout the month and are payable on receipt. Water 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 [TBU]

The City has expanded and improved the System with proceeds of revenue bonds and Revenues of the System. During Fiscal Years 2013 through 2017, the City expended approximately \$[] for System expansion and improvement, including approximately \$[] expended in Fiscal Year 2017. The following table shows the amounts expended from proceeds of revenue bonds and System Revenues for capital improvements to the System, including cash-funded projects that fall outside the City's Capital Improvements Program, undertaken during Fiscal Years 2013 through 2017.

Capital Improvements Undertaken

<u>Fiscal Year</u> <u>Ended June</u>	<u>Capital Improvements</u> <u>Financed with System</u>	<u>Total Capital</u>
<u>30</u>	<u>Revenues</u>	<u>Improvements</u>
<u>2013</u>		
<u>2014</u>		
<u>2015</u>		
<u>2016</u>		
<u>2017</u>		
<u>TOTAL</u>		

City of Columbia Finance Department

Capital Improvements Program [To Be Updated]

Future capital expenditures to expand and improve the System are managed by the City through a rolling five-year Capital Improvements Program, which is approved annually by City Council as part of the adoption of the City's Budget Ordinance. The current Capital Improvements Program covers the Fiscal Years ending June 30, 2017, through June 30, 2021, and anticipates capital expenditures of approximately \$[] per year for each of the next five years for total expenditures of approximately \$[]. The expenditures are expected to include engineering, increased capacity, lines, easements and land.

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, while complying with the rate covenant set forth in the Ordinance.

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 [To Be Updated]

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>
<u>DHEC Wastewater NPDES Permit #SC0020940 (“NPDES Permit”)</u>	<u>October 1, 2015</u>	<u>September 30, 2020</u>	<u>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</u>

The Stormwater Management and Sediment Reduction Act (Section 48-14-10 *et seq.*, Code of Laws of South Carolina, 1976, as amended) authorizes the establishment by a municipality of a Stormwater Management Utility. Ordinance No. 2002-029, enacted by City Council on 6-19-02, as may be amended from time to time, created the City’s stormwater utility and authorized the collection of a stormwater service charge. Prior to the creation of a Stormwater Utility, the City maintained a system of stormwater management facilities, including but not limited to, inlets, conduits, manholes, channels, ditches, drainage facilities, easements, retention and detention basins, infiltration facilities, and other components as well as natural waterways.

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.

Fringe Benefits, Retirement and Health Insurance and Other Post-Employment Benefits

Retirement Plan

The South Carolina Retirement Systems (“Systems”), as administered by the South Carolina Public Employees Benefit Authority (“Authority”), maintains five independent cost sharing, multi-employer defined benefit plans. The City is a participating employer in the Systems and, generally, the City’s employees are covered by the Systems’ South Carolina Retirement System (“SCRS”) or the Police Officers Retirement System (“PORS”) plans, unless the employee has elected to participate in the Optional Retirement Program (“ORP”).

The SCRS plan offers retirement and other benefits, including disability, survivor and death benefits, to eligible state employees. Both employees and employers are required to contribute to the SCRS a percentage of the participating employee’s earnable compensation at a rate set by State law. The PORS plan offers retirement and other benefits for police officers employed by the City. Like the SCRS, both employees and employers are required to contribute to the PORS a percentage of the participating employee’s earnable compensation at a rate set by State law.

For fiscal year end June 30, 2017, the City made contributions to the SCRS of \$6,888,470 and to the PORS of \$5,784,601, which amounts equaled the statutorily required contributions to SCRS and PORS.

City employees eligible for participation in the SCRS may choose to participate in the ORP, which is a defined contribution plan in which participants direct the investments of their funds in a plan administered by one of four investment providers. The Systems assume no liability for the ORP benefits and for this reason the ORP is not considered part of the retirement systems for financial statement purposes. Contributions to the ORP are set at the same rates as the SCRS. To participate in the ORP, participants must irrevocably waive participation in the SCRS.

Additionally, the Authority issues its own Comprehensive Annual Financial Report for the Systems ("Report"). A copy of the Report for Fiscal Year ended June 30, 2017, may be found at <http://www.peba.sc.gov/assets/cafr.pdf> (which is not intended to be an active hyperlink and is not incorporated by reference herein). Information for the Systems is included in the Comprehensive Annual Financial Report for the State. A copy of the State's Report may be found at <http://www.cg.sc.gov/publicationsandreports/Pages/CAFRFY20162017.aspx> (which is not intended to be an active hyperlink and is not incorporated by reference herein).

Plan Contributions

Contribution Rates to Plans Prior to July 1, 2017: For fiscal years prior to July 1, 2017, the Board of Directors of the Authority ("Authority Board") set the rate of contribution required by participating employers and employees based on the actuarial valuation of the plans. For the prior fiscal year, the Authority Board set contribution rates for the SCRS and PORS plans at 8.16% and 8.74%, respectively, for employees and for employers set the contribution rates for the SCRS and PORS plans at 11.06% (which includes a contribution for group-life insurance benefits) and 13.74% (which includes a contribution of 0.20% for group life insurance benefits and 0.20% for accidental death program benefits), respectively.

Contribution Rates to Plans Beginning July 1, 2017: Act No. 13 of 2017 ("Plan Legislation"), was signed into law on April 25, 2017, and is effective commencing with the fiscal year beginning July 1, 2017. The Plan Legislation removes the power from the Authority Board to set the rate of contributions to the plans and instead statutorily sets the contribution rates to the SCRS and PORS for both employers and employees through the fiscal year ending June 30, 2027. Additionally, the Plan Legislation shortens the amortization schedule for the unfunded actuarial accrued liability of the SCRS and PORS. Additionally, the Plan Legislation shifts the burden of funding the unfunded actuarial accrued liability of the SCRS and PORS entirely to participating employers.

The Plan Legislation increases and sets the contribution rates through fiscal year ending June 30, 2027, as follows:

<u>Fiscal Year</u>	<u>SCRS</u>		<u>PORS</u>	
	<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>
<u>2017-2018</u>	<u>13.56%</u>	<u>9.00%</u>	<u>16.24%</u>	<u>9.75%</u>
<u>2018-2019</u>	<u>14.56</u>	<u>9.00</u>	<u>17.24</u>	<u>9.75</u>

<u>2019-2020</u>	<u>15.56</u>	<u>9.00</u>	<u>18.24</u>	<u>9.75</u>
<u>2020-2021</u>	<u>16.56</u>	<u>9.00</u>	<u>19.24</u>	<u>9.75</u>
<u>2021-2022</u>	<u>17.56</u>	<u>9.00</u>	<u>20.24</u>	<u>9.75</u>
<u>2022-2027</u>	<u>18.56</u>	<u>9.00</u>	<u>21.24</u>	<u>9.75</u>

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>
<u>2017-2018</u>	<u>30 years</u>
<u>2018-2019</u>	<u>29 years</u>
<u>2019-2020</u>	<u>28 years</u>
<u>2020-2021</u>	<u>27 years</u>
<u>2021-2022</u>	<u>26 years</u>
<u>2022-2023</u>	<u>25 years</u>
<u>2023-2024</u>	<u>24 years</u>
<u>2024-2025</u>	<u>23 years</u>
<u>2025-2026</u>	<u>22 years</u>
<u>2026-2027</u>	<u>21 years</u>
<u>2027 and after</u>	<u>20 years</u>

The Plan Legislation permits employer contribution rates to be increased above those as set forth in the table above or as set by the Authority Board after the fiscal year ending June 30, 2027, if the contribution rates are insufficient to meet the funding periods as set forth above. Increases to employer contribution rates to meet the funding period set forth above may be made without limitation.

The City expects the Plan Legislation to require a \$1,947,888 increase in its SCRS budget, and a \$509,341 increase in its PORS budget for Fiscal Year 2017-2018 to fund the increased employer contribution as set forth in the Plan Legislation.

Reporting Plan Liability

In accordance with the Governmental Accounting Standards Board's Statement ("GASB") No. 68, the City reported its proportionate share of the overall Net Pension Liability of the Systems – which represents the difference between the total cost of the Systems' expected future benefits to be paid and the value of assets on hand to cover the benefits – in the City's financial statements for fiscal year ending June 30, 2017. The City reported its proportionate share of SCRS and PORS Net Pension Liability as \$122,912,706 and \$80,547,962, respectively or 0.575438% and 3.17559% of the total net pension liability.

Other Post-Employment Benefits

The City is a participant in the State Other Retirement Benefits Employer Trust for medical, dental, and vision coverage, and eligible retirees are allowed to continue coverage in according with the City Other Postemployment Benefits ("OPEB") Substantive Plan, a single-employer defined benefit plan. It is the City's policy to periodically review its medical and dental coverage to provide the most favorable benefits and premiums for the City employees and retirees.

In accordance with GASB Statement 45, the City's annual other postemployment benefit cost is calculated based on the City's annual required contribution ("ARC"). The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities or funding excess over a period not to exceed thirty years. As of July 1, 2017, the most recent actuarial valuation date, the estimated Actuarial Accrued Liability was \$152,279,888, with an estimated Annual Required Contribution for fiscal year end June 30, 2017, of \$9,795,669. The City anticipates the unfunded liability to increase, but is unable to provide an estimated increase.

Liability Insurance

Subject to specific immunity set forth in the South Carolina Tort Claims Act, the City, like other local governments, is liable for damages not to exceed \$300,000 per incident/person and \$600,000 per occurrence/aggregate for torts. There are no limits in actual damages for recoveries under 42 U.S.C. § 1983. No punitive or exemplary damages are permitted under the South Carolina Tort Claims Act or the Federal Civil Rights Act. The City currently self-insures against tort liability under the South Carolina Tort Claims Act.

INTEREST RATE SWAPS AND OTHER OBLIGATIONS

In September 2007, the City entered into an ISDA Master Agreement and an accompanying schedule (collectively, "Master Agreement") with JPMorgan Chase Bank, N.A. (in such capacity, "Counterparty"), to establish the general terms under which various interest rate swap and other derivative transactions may be entered between such parties.

The Series 2009 Swap

On September 20, 2007, and pursuant to the written confirmation to the Master Agreement dated such date between the City and the Counterparty, the City entered into a "fixed payor" interest rate swap agreement with the Counterparty ("Series 2009 Swap") to enable the City to synthetically hedge a portion of its variable rate interest exposure relative to the 2009 Bonds during the term of the Series 2009 Swap. The Series 2009 Swap obligates the City to pay the Counterparty a fixed rate, based on a notional amount equal to the initial par amount of the 2009 Bonds, as reduced based on mandatory sinking fund redemptions scheduled therefor. The goal of the Series 2009 Swap is to reduce the City's variable rate exposure under the 2009 Bonds and convert much of its variable rate exposure during the term of the Series 2009 Swap to a hedged fixed rate (subject to applicable basis risks associated with the actual correlation of such variable rate index with the actual variable rate of such Bonds). The Series 2009 Swap will expire in accordance with its terms (unless earlier terminated) on February 1, 2038, which is a date coterminous with the final maturity date of the 2009 Bonds.

Under certain circumstances, some of which may be beyond the control of the City, the Series 2009 Swap is subject to termination prior to the scheduled termination date, including on the occurrence of certain events of default. Such events of default include without limitation (i) failure to pay or deliver any payment required to be

made under the Master Agreement, (ii) breach of Master Agreement, (iii) credit support default, (iv) misrepresentation, (v) default under a specified derivative transaction, (vi) cross default, (vii) bankruptcy and (viii) merger of party or any guarantor of such party without assumption of such party's obligations by the resulting entity.

In addition to the foregoing, the Counterparty has the right, but is not required, to terminate the Series 2009 Swap in the event that the rating of the long-term unsecured debt (without credit or structural enhancement) of the City is withdrawn, suspended for more than 30 days or reduced below "BBB" by Standard & Poor's or "Baa2" by Moody's. Correspondingly, the City has the right, but is not required, to terminate the Series 2009 Swap in the event that the rating of the long-term unsecured debt (without credit or structural enhancement) of the Counterparty is withdrawn, suspended for more than 30 days or reduced below "BBB" by Standard & Poor's or "Baa2" by Moody's.

In the event of an early termination of the Series 2009 Swap, the City may owe a termination payment to the Counterparty or, conversely, the Counterparty may owe a termination payment to the City. Such a termination payment generally would be based on the market value of the Series 2009 Swap on the date of termination. For example, if the Series 2009 Swap was terminated, the City's termination payment (including accrued interest) to the Counterparty, based on mid-market rates not derived from the solicitation of actionable bids from any broker-dealers, as of June [], 2018, would have been approximately \$[. Any such amount that may be owed in the future by the City with respect to the Series 2009 Swap may be substantial, and could adversely affect the City's ability to pay debt service on the Bonds. Such termination payments are secured by a pledge of Net Revenues junior and subordinate to the pledge of Net Revenues securing the Bonds and all parity debt.

In addition, a partial termination of the Series 2009 Swap could occur to the extent that any Bonds are redeemed pursuant to an optional redemption. If such an optional redemption occurs, a termination payment related to the portion of the Series 2009 Swap terminated may be owed to either the City or the Counterparty, depending on market conditions at that time. Moreover, the Series 2009 Swap can be terminated on mutual agreement of the Counterparty and the City. There is no guarantee the Series 2009 Swap will be outstanding for its stated term.

The payment obligations of the City under the Series 2009 Swap will not alter or affect the obligation of the City to pay or make payments with respect to the principal of, redemption price of and interest on the 2009 Bonds. The Counterparty has no obligation to make payments directly to the holders of the 2009 Bonds. The holders of the 2009 Bonds have no contractual or other rights or claims against the Counterparty for payment of the 2009 Bonds. The Series 2009 Swap does not provide a source of security or other credit for the 2009 Bonds.

Additional Derivative Agreements

In addition to the Series 2009 Swap, the City may in the future enter into one or more additional interest rate swap or other derivative transactions, whether pursuant to the Master Agreement or otherwise and whether with the Counterparty or one or more other swap counterparties, to the extent not prohibited by the Ordinance. The extent or effect of any such additional transactions cannot be known as of the date of this Official Statement.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the 2018 Bonds on an event of default under the Ordinance are in many respects dependent on judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code, the remedies specified by the federal bankruptcy code and the Ordinance, the 2018 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2018 Bonds (including Co-Bond Counsel's approving opinions) will be qualified, as to the enforceability of the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of credits enacted before or after such delivery.

LEGAL MATTERS

Litigation [TO BE UPDATED]

Except as set forth below, no litigation, to the knowledge of the City, is threatened in any court to restrain or enjoin the issuance or delivery of the 2018 Bonds or the collection, payment or receipt of the moneys pledged or to be pledged to pay the principal of, premium, if any, and interest on the 2018 Bonds or, in any way contesting or affecting the validity of the 2018 Bonds, the General Ordinance or the Supplemental Ordinance, the power to collect, pay or receive the moneys with which to pay the 2018 Bonds or the organization or the powers of the City, including the power to operate the System and to collect revenues therefrom.

United States Bankruptcy Code

The undertakings of the City should be considered with reference to Chapter 9 of the Bankruptcy Code, 11 U.S.C. § 901, et seq., as amended (“Bankruptcy Code”), and other laws affecting creditors’ rights and municipalities generally. Chapter 9 permits a municipality, political subdivision, public agency, or other instrumentality of a State that is insolvent or unable to meet its debts as such debts mature to file a petition in the United States Bankruptcy Court for the purpose of effecting a plan to adjust its debts; directs such a petitioner to file with the court a list of its creditors; provides that the filing of the petition under that Chapter operates as a stay of the commencement or continuation of any judicial or other proceeding against the petitioner; directs a petitioner to file a plan for the adjustment of its debts; permits the petitioner in its plan to modify the rights to payment of its creditors; provides that the plan must be accepted in writing by or on behalf of creditors; and provides that the plan must be accepted in writing by or on behalf of creditors of each impaired class of claims holding at least two-thirds in amount and more than one-half in number of the creditors which have accepted or rejected the plan. The plan may be confirmed notwithstanding the negative vote of one or more classes of claims if the court finds that the plan is in the best interest of creditors, is feasible, and is fair and equitable with respect to the dissenting classes of creditors. A petitioner has the right to reinstate indebtedness under its plan according to the original maturity schedule of such indebtedness notwithstanding any provision in the documents under which the indebtedness arose relating to the insolvency or financial condition of the debtor before the confirmation of the plan, the commencement of a case under the Bankruptcy Code, or the appointment of or taking possession by a trustee in a case under the Bankruptcy Code or by a receiver or other custodian prior to the commencement of a case under the Bankruptcy Code.

Other Legal Matters

Certain legal matters incident to the authorization, issuance and sale of the 2018 Bonds are subject to the approval of the legality of issuance thereof by McNair Law Firm, P.A., Columbia, South Carolina (“McNair”), and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, as Co-Bond Counsel. The proposed forms of the opinions of Co-Bond Counsel to be delivered when the 2018 Bonds are issued are set forth in Appendix D hereto. Certain matters will be passed on for the Underwriters by Parker Poe Adams & Bernstein LLP, Columbia, South Carolina, and The Starks Law Firm, P.A., Columbia, South Carolina, as Co-Underwriters’ Counsel. Certain legal matters will be passed on behalf of the City by the City Attorney, Teresa A. Knox, Esquire.

From time to time, Parker Poe Adams & Bernstein LLP serves as Bond Counsel to the City and, from time to time, one or both Parker Poe Adams & Bernstein LLP, The Starks Law Firm, P.A. and McNair Law Firm, P.A. have represented one or both of the Underwriters as counsel in

financing transactions unrelated to the sale of the 2018 Bonds. Neither the City nor either Underwriter has conditioned the future employment of any of these firms in connection with any proposed financing issues for the City or either Underwriter on the successful execution and delivery of the 2018 Bonds.

TAX EXEMPTION AND OTHER TAX MATTERS

Internal Revenue Code of 1986

In the opinion of McNair, to be delivered on the date of issuance of the 2018 Bonds, under existing laws, regulations, rulings and judicial decisions and assuming the City's continued compliance with certain covenants described below, interest on the 2018 Bonds is excludable from gross income of the recipients thereof for federal income tax purposes.

The Internal Revenue Code of 1986, as amended ("Code"), including the Treasury Regulations promulgated thereunder, includes provisions that relate to tax-exempt obligations, such as the 2018 Bonds, including, among other things, permitted uses and investment of the proceeds of the 2018 Bonds and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest on the 2018 Bonds becoming subject to federal income taxation retroactive to the respective issuance dates thereof. The City has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the 2018 Bonds from gross income for federal tax purposes. Failure of the City to comply with the covenant could cause the interest on the 2018 Bonds to be taxable retroactively to the date of issuance.

The Code imposes an alternative minimum tax on a taxpayer's alternative minimum taxable income. Interest on the 2018 Bonds is not an item of tax preference for purposes of the individual and corporate alternative minimum tax. Interest on the 2018 Bonds is not an item of tax preference for purposes of the alternative minimum tax.

Although McNair is of the opinion that interest on the 2018 Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the 2018 Bonds may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend on the recipient's particular tax status or other items of income or deduction. Prospective purchasers of the 2018 Bonds should be aware that ownership of the 2018 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, banks, thrifts and other financial institutions, property and casualty insurance companies, certain recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies and taxpayers otherwise entitled to claim the earned income credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the 2018 Bonds. McNair will not express any opinion as to such collateral tax consequences. Prospective purchasers of the 2018 Bonds should consult their tax advisors as to collateral federal income tax consequences.

McNair has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or event occurring (or not occurring) after the issuance date of the 2018 Bonds may affect the tax status of interest on the 2018 Bonds. In rendering its opinion, McNair will rely on

certificates and representations of the City with respect to certain material facts solely within the City's knowledge relating to the investment and use of the proceeds of the 2018 Bonds and compliance by the City with certain covenants.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the 2018 Bonds to be subject, directly or indirectly, to federal or State income taxation, or otherwise prevent the holders thereof from realizing the full current benefit of the tax-exempt status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Code or court decisions could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the 2018 Bonds and could also affect, perhaps significantly, the market price for, or marketability of, the 2018 Bonds. Prospective purchasers of the 2018 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, and regarding the impact of future legislation, regulations or litigation, as to which McNair expresses no opinion.

[Original Issue Discount

Certain of the 2018 Bonds have been sold at initial public offering prices which are less than the amount payable at maturity ("Discount Bonds"). An amount not less than the difference between the initial public offering prices of the Discount Bonds and the amount payable at maturity constitutes original issue discount, which will be treated as interest on such Discount Bonds and, to the extent properly allocable to particular owners who acquire such Discount Bonds at the initial offering thereof, will be excludable from gross income for federal income tax purposes to the same extent as other interest on the 2018 Bonds.

A portion of the original issue discount that accrues in each year to an owner of a Discount Bond that is a corporation will be included in the calculation of adjusted current earnings in determining the alternative minimum tax liability of such corporation. Consequently, an owner of any Discount Bond that is a corporation should be aware that the accrual of original issue discount in each year may result in an alternative minimum tax liability although the owner of such Discount Bond has not received cash attributable to such original issue discount in such year.

Owners who may acquire 2018 Bonds that are Discount Bonds should consult their tax advisors with respect to the determination for federal income tax purposes of the amount of original issue discount or interest properly accruable with respect to such 2018 Bonds, other tax consequences of owning Discount Bonds and the state and local tax consequences of owning Discount Bonds.]

[Original Issue Premium

Certain of the 2018 Bonds have been sold at initial public offering prices which are greater than the amount payable at maturity ("Premium Bonds"). An amount equal to the excess of the purchase price of the Premium Bonds over their stated redemption prices at maturity constitutes premium on such Premium Bonds. A purchaser of a Premium Bond must amortize any premium over such Premium Bond's term using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the purchaser's basis in such Premium Bond is reduced by a

corresponding amount, resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser's basis is reduced, no federal income tax deduction is allowed. Purchasers of any 2018 Bonds at a premium, whether at the time of initial issuance or subsequent thereto, should consult with their own tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to state and local tax consequences of owning such 2018 Bonds.]

State Tax Law Matters

McNair is of the opinion that under present laws of the State, interest on the 2018 Bonds will be excluded from South Carolina taxation, except estate, transfer and certain franchise taxes. Section 12-11-20 of the Code of Laws of South Carolina 1976, as amended, imposes on every bank engaged in business in the State a fee or franchise tax computed at the rate of 4½% of the entire net income of such bank. Regulations of the South Carolina Department of Revenue require that the term "entire net income" include income derived from any source whatsoever, including interest on obligations of any state and any political subdivision thereof. Interest on the 2018 Bonds will be included in such computations.

FINANCIAL ADVISOR

Stifel, Nicolaus and Company, Incorporated, Columbia, South Carolina, has served as Financial Advisor to the City in connection with the offer and sale of the 2018 Bonds. As such, it has participated in the preparation of and review of the various financing documents related to the 2018 Bonds. The Financial Advisor will be paid from the proceeds of the 2018 Bonds.

EXPERTS AND CONSULTANTS

Any references herein to [], as Consulting Engineer and [], as Financial Feasibility Consultant, have been approved by those firms. The Report of the Consulting Engineer has been included as "APPENDIX F – Stormwater Engineering Report" and the Report of the Financial Feasibility Consultant has been included as "APPENDIX G – Financial Feasibility Report" attached to this Official Statement.

CONTINUING DISCLOSURE

To the extent required by the Rule, the City, through a written agreement or contract for the benefit of registered owners and the Beneficial Owners of the 2018 Bonds, will provide notice, in a format as required by the Rule, either directly or indirectly through a designated agent, in a timely manner not in excess of ten business days after its occurrence, of any of the events enumerated in section (b)(5)(i)(C) of the Rule and will provide certain financial information and operating data relating to the City by no later than February 1 after the end of each of the City's Fiscal Years, commencing with the report for the Fiscal Year ending June 30, 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 2018 Bonds ("DDAA"), is attached as Appendix E. The Annual Report will be filed on behalf of the City by DAC, as dissemination agent, with the Municipal Securities Rulemaking Board ("MSRB"). The notices of any events enumerated in section (b)(5)(i)(C) of

the Rule will be filed on behalf of the City by DAC with the MSRB. The specific nature of the information to be contained in the Annual Report and the notices of enumerated events is set forth in the DDAA, the form of which is attached as Appendix E. These covenants have been made in order to assist the original purchasers of the 2018 Bonds in complying with the Rule.

As provided in the Continuing Disclosure Agreement, if the City fails to comply with any provision of the Continuing Disclosure Agreement, any registered owner or “Holder” of the Bonds may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the City to comply with its continuing disclosure obligations under the Continuing Disclosure Agreement. “Beneficial Owner” is defined in the Continuing Disclosure Agreement to mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any 2018 Bonds (including persons holding 2018 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any 2018 Bonds for federal income tax purposes. If any person seeks to cause the City to comply with its continuing disclosure obligations under the Continuing Disclosure Agreement, it is the responsibility of such person to demonstrate that it is a “Holder” within the meaning of the Continuing Disclosure Agreement.

For the fiscal year ended June 30, 2012, the City filed its annual report containing unaudited financial statements, due on or before January 26, 2013, on January 31, 2013, and filed its audited financial statements on April 25, 2013. The City’s annual reports for fiscal year ended June 30, 2012, did not include as a part of its financial information and operating data the “Comparison of Water Rates in the Columbia MSA” chart which compares the average monthly water bills for certain providers of water service within the Columbia Metropolitan Statistical Area. For further information regarding the City and the Columbia MSA, see Appendix B attached hereto. The City supplemented its annual reports and provided the necessary information through a corrective filing with the MSRB, made on November 12, 2013, which filing was linked to such of the City’s bonds (and individual CUSIPs thereof) as were outstanding and subject to continuing disclosure at the time of such filing.

For the fiscal year ended June 30, 2013, the City filed its annual report, due on or before January 26, 2014 (Sunday), on January 27, 2014. For the fiscal year ended June 30, 2014, the City timely filed its annual report on January 23, 2015. For the fiscal year ended June 30, 2015, the City timely filed its annual report on January 22, 2016. For each of the fiscal years ended June 30, 2012 and 2013, the City filed a Notice of Late Filing on June 24, 2016, which filing was linked to such of the City’s bonds (and individual CUSIPs) as were outstanding and subject to continuing disclosure at the time of such filing and for which an annual report is required to be filed with the MSRB no later than 210 days subsequent to the last day of the City’s fiscal year.

In recent years there have been numerous rating actions reported by Moody’s Investors Service (“Moody’s”) and S&P Global Ratings (“S&P”) affecting several municipal bond insurance companies, some of which had insured or insure certain of the City’s bonds. Due to widespread knowledge of these rating actions, material event notices have not previously been filed by the City in each instance. The City filed notice on October 28, 2016, with respect to Moody’s change of Assured Guaranty Corp’s rating from Aa3 to A3 in January 2013 and S&P’s change of Assured Guaranty Corp’s rating from AA+ to AA- in November 2011. The City filed notice on July 11, 2016, of S&P’s change of Assured Guaranty Corp’s rating from AA- to AA in March 2014.

The City's policy when it learns of incomplete or late filings is to take remedial action and provide this information immediately. In addition, the City has taken and is continuing to take certain steps to help identify and report events which may trigger continuing disclosure obligations pursuant to the Rule, including but not limited to, (1) increased education (including periodic training) and awareness by the City's finance staff of the importance of the Rule and continuing disclosure requirements provided thereby; (2) adoption of written policies and procedures related to continuing disclosure and the assignment by the City of its most senior finance staff member with responsibility for continuing disclosure; and (3) the City's review of potential market changes that might relate to the City's continuing disclosure requirements and engagement of advisors to help alert the City and its disclosure dissemination agent, DAC, to the same.

The City may modify from time to time, consistent with the Rule, the information provided to the extent necessary or appropriate in the judgment of the City, but: (1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the City; (2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of this Official Statement, after taking into account any amendments or interpretations of the Rule, as well as any changes in circumstances; and (3) any such modification does not materially impair the interest of the Holders or the beneficial owners, as determined by the nationally recognized bond counsel or by the approving vote of the Holders of a majority in principal amount of the Bonds then Outstanding at the time of the amendment. Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided. The City's continuing disclosure undertakings under the Continuing Disclosure Agreement will terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal of and interest on the 2018 Bonds.

So long as required, pursuant to Section 11-1-85, Code of Laws of South Carolina 1976, as amended, the City shall file with a South Carolina-based, central repository, if any, for availability in the secondary bond market, an annual independent audit within 30 days of its receipt and event specific information within 30 days of an event adversely affecting more than 5% of revenues of the City or the City's tax base. At present, there is no South Carolina-based, central repository.

MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE

In March 2014, the Securities and Exchange Commission ("SEC") announced the Municipalities Continuing Disclosure Cooperation Initiative ("MCDC"), pursuant to which municipal bond underwriters, issuers, and obligated persons were permitted to self-report possible violations involving materially inaccurate statements or omissions relating to prior compliance with the continuing disclosure obligations specified in the Rule. The SEC further announced that, to the extent an issuer meets the requirements of MCDC and the enforcement division of the SEC (the "Division") decided to recommend enforcement action against the issuer, the Division would recommend that the SEC accept a settlement from the issuer on favorable settlement terms, including the issuer's undertakings to establish appropriate policies,

procedures and training regarding continuing disclosure obligations, comply with existing continuing disclosure undertakings, including updating past delinquent filings, disclose the settlement in future offering documents and cooperate with any subsequent investigations by the Division.

In April 2016, the City executed and submitted to the SEC an Offer of Settlement under MCDC, in which the City neither admitted nor denied the findings but agreed to cease and desist from future violations and proposed settlement terms consistent with those originally announced by the SEC in March 2014. By order dated August 24, 2016 (SEC Release No. 33-10143) (“Order”), a copy of which may be obtained from the SEC’s website, the SEC accepted the City’s Offer of Settlement and ordered the City to cease and desist from committing or causing any future violations of Section 17(a)(2) of the 1933 Act and comply with the following undertakings, which undertakings are consistent with those originally announced by the SEC in March 2014:

(1) within 180 days of the date of the Order, the City will establish appropriate written policies and procedures and periodic training regarding continuing disclosure obligations to comply with the federal securities laws, including the designation of an individual or officer at the City responsible for ensuring the City’s compliance with such policies and procedures and responsible for implementing and maintaining a record (including attendance) of such training;

(2) within 180 days of the date of the Order, the City will comply with existing continuing disclosure undertakings, including updating past delinquent filings;

(3) the City will disclose in a clear and conspicuous fashion the terms of the settlement described in the Order in any final official statement for an offering by the City within five years of the date of the Order;

(4) the City will certify, in writing, compliance with the undertakings set forth above, including certification no later than the one-year anniversary of the date of the Order and certifications made from time to time upon reasonable requests by the SEC staff for further evidence of compliance; and

(5) the City will cooperate with any subsequent investigation by the Division regarding the false statements and/or material omissions that were the subject of the Order, including the roles of individuals and/or other parties involved.

Consistent with the original announcement of MCDC by the SEC, the City is not subject to any civil or criminal penalty or fine arising from MCDC or the violations that were the subject of the Order. The City has been and remains fully committed to cooperating with the SEC’s efforts to ensure continuing disclosure in an appropriate and timely manner in connection with its publicly traded bond issues.

MISCELLANEOUS

Ratings

Moody's and S&P have assigned the 2018 Bonds their municipal bond ratings of "[]" and "[]," respectively. Such ratings reflect only the views of Moody's and S&P and an explanation of the significance of such ratings may be obtained from Moody's at the following address: Moody's Investors Service, Inc., 7 World Trade Center at 250 Greenwich Street, New York, New York 10007 and for S&P at: Standard & Poor's Corporation, 55 Water Street, 38th Floor, New York, New York 10041. The City has furnished to Moody's and S&P certain information and materials respecting the City and the 2018 Bonds. Generally, Moody's and S&P base their ratings on such information and materials and on investigations, studies and assumptions furnished to and obtained and made by them. There is no assurance that such ratings will remain unchanged for any period of time or that it may not be revised downward or withdrawn entirely by Moody's or S&P, if in their judgment circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the 2018 Bonds.

Underwriting

The City has engaged Siebert to act as senior managing underwriter for the 2018 Bonds. Loop serves as co-manager on the 2018 Bonds.

The 2018 Bonds are being purchased for reoffering by the Underwriters. The Underwriters have agreed, subject to certain conditions, to purchase the 2018 Bonds at a purchase price of \$[] (representing the par amount of the Bonds less an Underwriter's discount of \$[], [plus][less] [net] aggregate original issue [premium][discount] of \$[]).

The Underwriters may offer and sell the 2018 Bonds to certain dealers and others at a price lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed from time to time by the Underwriters.

Concluding Statement

All quotations from and summaries and explanations of provisions of laws of the State herein do not purport to be complete and are qualified in their entirety by reference to the official compilations thereof. All references to the 2018 Bonds and the determinations of the City Council relating thereto are qualified in their entirety by reference to the definitive forms of the 2018 Bonds and the Ordinance and to such determinations. All such summaries, explanations and references are further qualified in their entirety by reference to the exercise of sovereign police powers of the State and the constitutional powers of the United States of America, and to valid bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors.

Certain of the information set forth in the Official Statement and in the appendices hereto has been obtained from sources other than the City that are believed to be reliable but is not guaranteed as to accuracy or completeness.

The agreement between the City and the holders of the 2018 Bonds is fully set forth in the Ordinance and neither any advertisement for the 2018 Bonds nor this Official Statement is to be construed as constituting an agreement with the holders of the 2018 Bonds.

Anyone having questions should direct them to Jeffery M. Palen, Assistant City Manager for Finance and Economic Services and Chief Financial Officer, City of Columbia, 1737 Main Street, Columbia, South Carolina 29201, and telephone 803.545.4308.

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The delivery of this Official Statement and its use in connection with the sale of the 2018 Bonds has been duly authorized by the City.

CITY OF COLUMBIA, SOUTH
CAROLINA

Stephen K. Benjamin, Mayor

APPENDIX A

PORTION OF COMPREHENSIVE ANNUAL FINANCIAL REPORT
OF THE CITY FOR FISCAL YEAR ENDED JUNE 30, 2017

APPENDIX B

GENERAL INFORMATION REGARDING THE CITY OF COLUMBIA

Population

The population of the City, Lexington County, Richland County and the Columbia Metropolitan Statistical Area (“Columbia MSA”) for the preceding five decades and estimates for calendar year 2017 are and is set forth in the following table:

<u>Year</u>	<u>City</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>Columbia MSA</u>
<u>1970</u>	<u>113,542</u>	<u>89,012</u>	<u>233,868</u>	<u>322,880</u>
<u>1980</u>	<u>101,229</u>	<u>140,353</u>	<u>269,735</u>	<u>409,953</u>
<u>1990</u>	<u>103,477</u>	<u>167,611</u>	<u>285,720</u>	<u>453,932</u>
<u>2000</u>	<u>116,278</u>	<u>216,014</u>	<u>320,677</u>	<u>647,158</u>
<u>2010</u>	<u>129,272</u>	<u>262,391</u>	<u>384,504</u>	<u>767,598</u>
<u>2017[†]</u>	<u>134,309[†]</u>	<u>290,642[†]</u>	<u>411,592[†]</u>	<u>825,033[†]</u>

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>
<u>2012</u>	<u>\$37,363</u>	<u>\$37,811</u>	<u>\$35,244</u>
<u>2013</u>	<u>37,982</u>	<u>38,346</u>	<u>35,287</u>
<u>2014</u>	<u>39,771</u>	<u>38,811</u>	<u>36,860</u>
<u>2015</u>	<u>41,764</u>	<u>41,025</u>	<u>38,302</u>
<u>2016</u>	<u>42,843</u>	<u>42,245</u>	<u>39,517</u>

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, for which information is available, is shown in the following table. Median family income figures for the State and United States are shown for comparison purposes.

<u>Year</u>	<u>Columbia MSA</u>	<u>State</u>	<u>United States</u>
<u>2014</u>	<u>\$58,000</u>	<u>\$54,300</u>	<u>\$63,900</u>
<u>2015</u>	<u>64,700</u>	<u>55,500</u>	<u>65,800</u>

<u>2016</u>	<u>64,100</u>	<u>56,100</u>	<u>65,700</u>
<u>2017</u>	<u>67,000</u>	<u>58,300</u>	<u>68,000</u>
<u>2018</u>	<u>69,900</u>	<u>62,500</u>	<u>71,900</u>

Source: U.S. Department of Housing and Urban Development, Office of Policy Development and Research

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>
<u>2013</u>	<u>7.4</u>	<u>5.8</u>	<u>6.9</u>	<u>7.6</u>	<u>7.4</u>
<u>2014</u>	<u>6.5</u>	<u>5.1</u>	<u>6.0</u>	<u>6.5</u>	<u>6.2</u>
<u>2015</u>	<u>6.5</u>	<u>4.9</u>	<u>5.7</u>	<u>6.0</u>	<u>5.3</u>
<u>2016</u>	<u>5.3</u>	<u>4.0</u>	<u>4.7</u>	<u>5.0</u>	<u>4.9</u>
<u>2017</u>	<u>4.5[†]</u>	<u>3.5[†]</u>	<u>4.1[†]</u>	<u>4.3</u>	<u>4.3</u>

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>
<u>March 2017</u>	<u>4.4</u>	<u>3.4</u>	<u>3.9</u>	<u>4.0</u>	<u>4.6</u>
<u>April 2017</u>	<u>3.8</u>	<u>3.0</u>	<u>3.5</u>	<u>3.7</u>	<u>4.1</u>
<u>May 2017</u>	<u>4.0</u>	<u>3.1</u>	<u>3.6</u>	<u>3.8</u>	<u>4.1</u>
<u>June 2017</u>	<u>4.9</u>	<u>3.6</u>	<u>4.2</u>	<u>4.4</u>	<u>4.5</u>
<u>July 2017</u>	<u>4.9</u>	<u>3.6</u>	<u>4.2</u>	<u>4.5</u>	<u>4.6</u>
<u>August 2017</u>	<u>5.0</u>	<u>3.9</u>	<u>4.6</u>	<u>4.8</u>	<u>4.5</u>
<u>September 2017</u>	<u>4.1</u>	<u>3.4</u>	<u>3.9</u>	<u>4.2</u>	<u>4.1</u>
<u>October 2017</u>	<u>4.1</u>	<u>3.4</u>	<u>4.0</u>	<u>4.2</u>	<u>3.9</u>
<u>November 2017</u>	<u>4.4</u>	<u>3.5</u>	<u>4.1</u>	<u>4.0</u>	<u>3.9</u>
<u>December 2017</u>	<u>4.7</u>	<u>3.7</u>	<u>4.3</u>	<u>4.2</u>	<u>3.9</u>
<u>January 2018</u>	<u>5.4</u>	<u>4.2</u>	<u>5.0</u>	<u>5.0</u>	<u>4.5</u>
<u>February 2018</u>	<u>4.7[†]</u>	<u>3.9[†]</u>	<u>4.5[†]</u>	<u>4.6[†]</u>	<u>4.4</u>

Source: U.S. Bureau of Labor Statistics

[†]Preliminary, subject to adjustment

Retail Sales

The following table shows retail sales of businesses located in Lexington County, Richland County and the City for the last fiscal calendar years, for which information is available:

<u>Fiscal</u> <u>Year</u>	<u>Lexington</u> <u>County</u>	<u>Richland</u> <u>County</u>	<u>City</u>
<u>2012</u>	<u>\$10,020,668,349</u>	<u>\$10,534,410,062</u>	<u>\$4,975,751,464</u>
<u>2013</u>	<u>10,653,377,005</u>	<u>10,796,020,131</u>	<u>5,238,086,906</u>
<u>2014</u>	<u>10,692,792,351</u>	<u>10,939,040,895</u>	<u>5,379,848,426</u>
<u>2015</u>	<u>12,277,626,168</u>	<u>10,616,492,430</u>	<u>4,781,690,279</u>
<u>2016</u>	<u>15,315,151,929</u>	<u>11,299,456,248</u>	<u>5,272,281,860</u>

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:

<u>Fiscal Year</u> <u>Ended</u> <u>June 30</u>	<u>Commercial</u>		<u>Residential</u>	
	<u>Number of</u> <u>Units</u>	<u>Estimated</u> <u>Commercial</u> <u>Costs</u>	<u>Number of</u> <u>Units</u>	<u>Estimated</u> <u>Residential Costs</u>
<u>2013</u>	<u>33</u>	<u>\$29,167,670</u>	<u>226</u>	<u>\$33,847,371</u>
<u>2014</u>	<u>19</u>	<u>87,236,042</u>	<u>178</u>	<u>35,203,257</u>
<u>2015</u>	<u>32</u>	<u>96,485,135</u>	<u>629</u>	<u>118,450,921</u>
<u>2016</u>	<u>34</u>	<u>78,078,051</u>	<u>179</u>	<u>31,824,601</u>
<u>2017</u>	<u>31</u>	<u>107,273,675</u>	<u>316</u>	<u>67,337,325</u>

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.

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.

Downtown Columbia’s 1600 block of Main Street continues its transformation. Anchored by early adopters Mast General and the Nick Theater, the block now contains a yoga studio, wine parlor, event venue, vegan restaurant, boutique cigar store, specialty ice cream shop, bowling alley, and a web development company. In addition to the numerous retail establishments, restaurants, and businesses, Main Street is also home to Soda City and Famously Hot New Year’s celebration. Soda City is Columbia’s Main Street Farmers Market open every Saturday from 9am – 1 pm, year round. Soda City offers visitors the opportunity to shop for gifts, fresh produce, locally-sourced fresh and prepared food, and craft items. Columbia’s Famously Hot New Year’s Celebration is South Carolina’s largest New Year’s Eve event, hosted on Main Street. Started in 2011, Famously Hot New Year is a free, outdoor celebration that draws a diverse, all-ages crowd of tens of thousands of guests—from 48 states and 11 countries—to downtown Columbia, S.C.

Spirit Communications Park (“Park”) opened in April 2016. It is a state-of-the-art multi-use sports and entertainment venue situated in “The Commons at Bull Street” in Downtown Columbia. The Park, which hosted its first game in April 2016, is home to the Columbia Fireflies, an affiliated Minor League Baseball team. The Park was named the 2016 Ballpark of the Year by Ballpark Digest. The Park will anchor various projects at The Commons at Bull Street. The baseball team has approximately 550 part-time and 35 full-time employees. The Park seats approximately 8,000 fans for baseball games and 14,000 for concerts.

The Commons at Bull Street is a 181-acre, planned development intending to provide a live-work-play community in the City’s downtown. The first phase of development includes The First Base (office) Building and the anticipated opening of Bone-In Barbeque in April 2018. The 196-unit Merrill Gardens, senior-living community and 28 residential townhomes are each under construction. The historic Bakery at Bull Street building is home to the SOCO cowork and event space. The Central Energy Facility is the future home of Downtown Church and plans are being formulated to locate a new USC Health Sciences campus on the Commons.

Station at Five Points Apartments is a new student housing complex including one, two, three, and four bedroom apartments, with numerous amenities, including electronic building access, study rooms, a 24-hour business center, community-wide high-speed Wi-Fi, media center, fire pit and grilling area, fitness center, pool, gaming room and golf simulator.

A new student housing project is currently in the construction phase for Downtown Columbia. University SC Tower, a private student housing project located a few blocks from the USC Horseshoe will feature 848 beds, five-bedroom suites, private parking and street-level retail. The latest entry into downtown’s upscale student housing market will be two glass-covered towers 12-stories high, with a theater, fitness center and rooftop pool. It will be situated along

Assembly, Pendleton and Park streets, across Assembly from the State House, with suites ranging from one- to five-bedrooms. Construction of the \$60 million, 435,000-square-foot complex is expected to be completed in 2018.

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.

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.

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.

In and near the Vista are various museums and theatres, including the Columbia Museum of Art, the Historic Columbia Foundation, the South Carolina Confederate Relic Room and Military Museum, the South Carolina State Museum, the Koger for the Arts, EdVenture Children’s Museum, and the Trustus Theatre.

In 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 addition to the above, many businesses, including restaurants, hotels, banks, retail stores, apartments and other office buildings, have been or are currently under development in the Vista area.

Fort Jackson. Fort Jackson ("Fort") was established in 1917 and designated as a permanent post of the United States Army in 1940. The Fort is the largest and most active Initial Entry Training Center in the United States Army, providing training to 54% of the Army's Basic Combat Training load and 61% of the women who enter the Army each year. While some installations have experienced downsizing and closure in past years, Fort Jackson has added several new schools and training institutions since 1995 including the Army's Drill Sergeant; Master Fitness and Master Resiliency Schools; the Soldier Support Institute and their Adjutant General, Financial Management, Non-Commissioned Officers Academy, and Inter-Service Postal Training Activity; the National Center for Credibility Assessment; and the Armed Forces Chaplaincy Center and School training Army, Air Force, and Naval Chaplains. These schools and training institutions provide advance training to over 24,000 students.

More than 3,500 active duty soldiers and their 12,000 family members are assigned to the Fort. The Fort instructs more than 50,000 soldiers in basic training and advanced individual training each year. The Fort employs almost 3,500 civilians and provides services for more than 46,000 retirees and their family members. An additional 10,000 students attend courses at the Soldier Support Institute, Armed Forces Chaplaincy Center and School, National Center for Credibility Assessment and Drill Sergeant School am-malty.

Approximately 15,000 acres of the 52,000-acre base are licensed to the South Carolina Army National Guard, which operates the McGrady National Training Center. The McGrady National Training Center is responsible for training members of the SC Army National Guard and is the central training facility for Navy and Air Force Personnel assigned as Individual Augmentees.

The Fort also provides numerous support services for soldiers and their families, including the Moncreif Army Community Hospital ("Moncreif"), a 60-bed general medical and surgical hospital located on the base. Moncreif provides primary care, immunization services, lab services, radiology services, and behavioral health services to personnel and families assigned to Fort Jackson, the Shaw Air Force Base, along with thousands of military retirees living in the midlands area.

The Fort, annexed into the City in October 1968, has a significant economic impact on the midlands area, contributing approximately \$2.2 billion to the local economy. In addition, approximately 200,000 friends and family members visit the midlands area each year to attend basic training graduation activities, using local hotels, restaurants and shopping areas. The Fort encompasses more than 52,000 acres of land including over 100 ranges and field training sites and 1,160 buildings. Recent improvements include a Basic Combat Training star base, dual dining facility, Family Life and Resiliency Center, the 80 Regional Reserve Command and a Residential Communities Initiative which will result in the demolition and renovation of 640 new and 210 renovated homes for Army families.

Industries. In March 2018, Colite International, a world leader in full-service sign manufacturing, announced plans to invest \$2.5 million at its existing operations at 5 Technology Circle in Richland County. The investment will allow the purchase of state-of-the-art equipment to keep the company competitive in national and international markets.

In February 2018, Zeus Industrial Products, a leading polymer extrusion manufacturer and material science innovator, announced plans to expand its existing location in Calhoun County. The company's \$76 million investment is expected to create an additional 350 new jobs over the next several years. When the expansion is complete, the new facility will include approximately 148,000 square feet of manufacturing space. The expansion is scheduled to be completed in 2019.

In January 2018, Tidewater Boats, a designer and manufacturer of premium saltwater boats, announced plans to grow its existing Lexington County operations. In order to accommodate the production of larger models, the company is investing \$8.3 million and creating 100 new jobs. The company will be constructing a new satellite facility at 1 Brickyard Road in Lexington, S.C. to produce its larger models. The site will allow for more modernized, streamlined production, while also freeing up space at Tidewater's original facility to expand production.

In December 2017, Nephron Pharmaceuticals Corporation, a manufacturer of sterile inhalation and 503B outsourcing medications, announced a \$12.5 million expansion to add 36,000 square feet of manufacturing space to its existing 400,000+ square foot facility in Saxe Gotha Industrial Park. The new investment is expected to create 125 new jobs. In 2011, the company announced plans to relocate its headquarters from Florida to South Carolina. Since announcing plans to relocate their headquarters, the company has invested more than \$320 million and currently employs 640 workers.

In November 2017, The Ritedose Corporation, a pharmaceutical products manufacturer, announced plans to invest \$10 million constructing a new 140,000 square foot facility within the Enterprise Industrial Campus of Midlands Technical College. The latest expansion is in addition to plans announced in 2014 to add 80,000 square feet to their existing 120,000 square foot facility, investing \$110 million and creating 65 new jobs. The Ritedose Corporation specializes in the production of inhalation products, eye drops, ear drops and oral liquids.

In November 2017, Woodfield Systems USA, a designer and manufacturer of bulk liquid and gas handling equipment, announced plans to establish a new manufacturing center in Richland County. In connection with these plans, the company intends to invest \$1.5 million and create 50 new jobs. The company's Richland County operations will produce loading arms, metering and process skids to support the loading and unloading of bulk tanker trucks and rail cars in the refined fuel, industrial and chemical and industrial HVAC markets.

In October 2017, Prysmian Group, a world leader in the telecom cables and systems industry, announced plans to expand its Lexington County facility, investing \$15 million and creating 30 new jobs within the next five years. Once the expansion is completed, Prysmian's Lexington County facility will be the company's top producer of fiber cable in the world.

In September 2017, Charter Nex, one of North America's leading independent producers of high-performance specialty films used in flexible packaging and other critical performance

applications, announced plans to invest \$85 million and create 110 new jobs in connection with its proposed 140,000-square-foot facility to be constructed in the Carolina Pines Industrial Park.

In August 2017, Trane, a leading global provider of indoor comfort systems and services, announced plans to expand its existing operations with a capital investment of \$96 million and the creation of 700 new jobs. Trane currently has approximately 600 employees in South Carolina. The company's existing facility will increase in size by 680,000 square feet once the expansion is completed.

In May 2017, China Hengshi Foundation Company, a fiberglass fabric provider, announced plans to occupy a 111,000-square-foot facility located in the City. The company's new operations are expected to bring \$11.1 million in capital investment and lead to the creation of 48 new jobs. Founded in 2000, China Hengshi specializes in the research, development, production and marketing of a variety of fiber-weaving products for export around the world. Primarily used in wind turbine blades, the company's products are also used, for example, in space flight, aviation, construction, transportation, and environmental protection.

In April 2017, LulaRoe, a national clothing provider, announced plans to locate a new distribution center in Richland County. The project is expected to bring approximately \$35 million of new capital investment and create at least 1,000 new jobs over the next few years.

In March, 2017, a major aluminum cast plate manufacturer known throughout the world as Alimex, announced plans to establish a new facility in the midlands by bringing \$2 million in new capital investment and creating 27 new jobs. Alimex will lease a new industrial building located in the City. Founded in Germany in 1970, Alimex supplies the worldwide metal distribution, machining and processing industry with high-precision aluminum cast plates.

In June 2016, China Jushi, a global manufacturer of fiberglass products, announced the location of their first U.S. manufacturing operation in the County, with an expectation to produce 80,000 tons of fiberglass annually. The first phase of the project is expected to bring \$300 million in capital investment and create 400 new jobs. Once completed, the project is expected to become the largest consumer of water and sewer service from the City.

In April 2016, IBM, USC and Flour Corporation held the ribbon cutting for the Center for Applied Innovation. The Center will provide application services to both public and private sector organizations across North America with specialties in the areas of analytics and higher education industry solutions. As part of the initiative, the organizations will collaborate on tailored IT curriculums and advanced analytic techniques for personalized learning. The Center is expected to create 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 within the Columbia MSA:

<u>Name</u>	<u>Type of Business</u>	<u>Number of Employees</u>
<u>SCANA Corporation</u>	<u>Utility</u>	<u>4,227</u>
<u>Michelin North America Inc.</u>	<u>Tire manufacturing</u>	<u>2,080</u>
<u>Westinghouse Electric Corp.</u>	<u>Nuclear fuel assemblies</u>	<u>1,200</u>
<u>Invista</u>	<u>Chemical products/preparation</u>	<u>1,100</u>
<u>House of Raeford</u>	<u>Poultry processing</u>	<u>857</u>
<u>International Paper Co.</u>	<u>Fine paper</u>	<u>675</u>
<u>Nephron Pharmaceuticals</u>	<u>Pharmaceuticals</u>	<u>640</u>
<u>McEntire Produce</u>	<u>Fresh Produce Processor</u>	<u>600</u>
<u>Square D/Schneider Electric</u>	<u>Industrial electrical controls</u>	<u>530</u>
<u>Sysco</u>	<u>Food processing</u>	<u>500</u>

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>
<u>Palmetto Health</u>	<u>Health Care</u>	<u>15,000</u>
<u>Blue Cross & Blue Shield of SC</u>	<u>Insurance</u>	<u>6,585</u>
<u>Lexington Medical Center</u>	<u>Healthcare</u>	<u>6,000</u>
<u>Amazon</u>	<u>Distribution Center</u>	<u>4,000</u>
<u>Allied Barton Security Services</u>	<u>Corporate Security</u>	<u>3,300</u>
<u>AT&T</u>	<u>Telecommunications</u>	<u>2,400</u>
<u>Providence Health</u>	<u>Healthcare</u>	<u>1,625</u>
<u>Dorn VA Medical Center</u>	<u>Healthcare</u>	<u>1,457</u>
<u>Wells Fargo</u>	<u>Banking</u>	<u>1,400</u>
<u>First Citizens Bank</u>	<u>Banking</u>	<u>1,313</u>
<u>Palmetto GBA</u>	<u>Finance & Insurance</u>	<u>1,300</u>
<u>Colonia Life</u>	<u>Finance & Insurance</u>	<u>1,140</u>

Source: Central SC Alliance & Columbia Regional Business Journal

Government Employers

Governmental entities are the largest employers in the Columbia MSA. As the table under the heading “Columbia MSA Labor Force Estimate” 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>
<u>State of South Carolina</u>	<u>25,246</u>
<u>University of South Carolina</u>	<u>8,500</u>
<u>Richland County School District 1</u>	<u>4,226</u>
<u>S.C. Department of Mental Health</u>	<u>3,798</u>
<u>Lexington County School District 1</u>	<u>3,550</u>
<u>Richland County School District 2</u>	<u>3,600</u>
<u>City of Columbia</u>	<u>2,523</u>
<u>Lexington County School District #5</u>	<u>2,354</u>
<u>Richland County Government</u>	<u>1,879</u>
<u>S.C. Department of Transportation</u>	<u>1,716</u>
<u>S.C. Department of Health and Environmental Control</u>	<u>1,623</u>

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.

Financial Institutions. The Columbia MSA serves as the chief financial center of the State. According to the Federal Deposit Insurance Corporation, as of June 30, 2017, there were 186 branches of commercial banks and savings institutions in the Columbia MSA, with deposits at all financial institutions totaling \$19,942,997,000.

Utilities. Electricity for industrial, residential and commercial consumption is provided by SCE&G, Tri-County Cooperative, Inc., Mid-Carolina Electric Cooperative, Inc. and Fairfield Electric Cooperative, Inc. Natural gas is provided by SCE&G. Water and sewer service is provided by the City inside the City limits, as well as to portions of Richland and Lexington Counties.

The Midlands region has attracted interest from multiple utility-scale solar farm developers. Since 2015, the development of more than 100 MW of utility-scale solar farms have been announced in Saluda, Calhoun and Lexington Counties. One megawatt of solar energy is enough to provide inexpensive, secure, clean energy to approximately 200 homes.

Recreation. The Columbia MSA offers many opportunities for recreation and leisure activities. The Columbia Museum of Art is South Carolina's premier international art museum with extraordinary collections of European and American fine and decorative art that span centuries. The South Carolina State Museum is the largest museum in South Carolina, located in America's first electric-powered textile mill with extensive exhibits in the disciplines of art, science and technology, cultural history and natural history. There are 12 art and historical museums in the area. The Town Theatre is the oldest, continuously operating community theatre in the U.S. and is listed on the National Register of Historical Places. The theatre provides live community theatre performances throughout the year with emphasis on musicals, comedies and youth productions. EdVenture Children's Museum, the South's largest children's museum at 67,000 square feet, is the home of Eddie, the world's largest child, along with hundreds of interactive exhibits to inspire children to experience the joy of learning. The Riverbanks Zoological Park, ranked among the top ten zoos in the nation, is home for more than 2,000 animals housed within naturalistic exhibits and a botanical garden. Riverbanks Zoo and Garden is committed to the conservation of wildlife, to the audience's education of natural history, and to the enhancement of the quality of life in its community through the provision of high-quality recreational opportunities. The University of South Carolina and other area universities and colleges offer a wide range of sports activities for both spectators and participants. Lake Murray, a 50,000-acre man-made lake with more than 500 miles of shoreline, includes limitless opportunities for fishing, camping, boating, sailing and skiing, as well as residential sites for single-family and multi-family development. Congaree National Park, located in southeast Richland County, less than 30 minutes from downtown Columbia, offers more than 20,000 federally-designated wilderness acres that visitors can explore by foot, kayak, or canoe. The park preserves one of the largest tracts of old growth bottomland hardwood forest left in the United States. Moreover, the lush trees growing in its floodplain forest are some of the tallest in the Eastern United States, forming one of the highest temperate deciduous forest canopies remaining in the world.

Public Schools. There were approximately 52,210 pupils enrolled in public schools in Richland County and approximately 58,103 enrolled in the public school system in Lexington County for the 2017-2018 school year (as of October 2017). All public schools are fully

accredited and all teachers fully certified by the South Carolina Department of Education.

Higher Education. There are eight main institutions of higher education in the Columbia MSA, the largest being the main campus of the University of South Carolina with a Fall 2017 enrollment of 34,731. The table below lists these institutions and their Fall 2017 enrollment:

<u>College/University</u>	<u>Enrollment</u>
<u>University of South Carolina (Columbia Campus)</u>	<u>34,731</u>
<u>Midlands Technical College</u>	<u>10,625</u>
<u>Benedict College</u>	<u>2,090</u>
<u>Southern Wesleyan University</u>	<u>1,688</u>
<u>South University</u>	<u>1,134</u>
<u>Columbia College</u>	<u>1,513</u>
<u>Columbia International University</u>	<u>943</u>
<u>Allen University</u>	<u>590</u>

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 CSUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE

SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE

[TO BE PROVIDED]

APPENDIX D
FORMS OF OPINIONS OF CO-BOND COUNSEL

[Letterhead of McNair Law Firm, P.A.]

June [], 2018

City Council of the
City of Columbia, South Carolina
Columbia, South Carolina

\$50,000,000*

CITY OF COLUMBIA, SOUTH CAROLINA
STORMWATER SYSTEM REVENUE BONDS
SERIES 2018

We have acted as bond counsel to the City of Columbia, South Carolina (the “City”), in connection with the issuance of the City’s \$50,000,000* Stormwater System Revenue Bonds, Series 2018 (“2018 Bonds”). In such capacity, we have examined such law and such certified proceedings, certifications and other documents as we have deemed necessary to render this opinion.

The 2018 Bonds are issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina (the “State”), including particularly Article X, Section 14(10) of the South Carolina Constitution; Title 6, Chapter 21, Code of Laws of South Carolina 1976, as amended (the “Act”); and General Bond Ordinance No. 2018-45 of the City Council of the City (the “Council”) enacted on May 15, 2018, as amended (as so amended, the “General Bond Ordinance”) and supplemented, including as amended and supplemented particularly by First Supplemental Ordinance No. 2018-46 of the Council enacted on May 15, 2018 (the “Supplemental Ordinance”). The General Bond Ordinance and the Supplemental Ordinance are sometimes collectively referred to as the “Bond Ordinances.”

The 2018 Bonds are being issued for the purposes of (i) improving and enlarging the Stormwater System of the City (as described in Schedule I of the Supplemental Ordinance); and (ii) paying the Cost of Issuance (as defined in the Bond Ordinances) of the 2018 Bonds.

The 2018 Bonds are subject to optional and mandatory redemption prior to maturity as contemplated by the Bond Ordinances.

The 2018 Bonds are immobilized in the custody of The Depository Trust Company, New York, New York (“DTC”), and a book entry system is being used to evidence ownership and transfer on the records of DTC and its participants.

Regarding questions of fact material to our opinion, we have relied on the representations of the City contained in the Bond Ordinances and the Federal Tax Certificate of the City dated the date hereof, and in the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation. We have assumed that all signatures on documents, certificates and instruments examined by us are genuine, all documents, certificates and instruments submitted to us as originals are authentic and all documents, certificates and instruments submitted to us as copies conform to the originals. In addition, we have assumed that all documents, certificates and instruments relating to the issuance of the 2018 Bonds have been duly authorized, executed and delivered by all parties

thereto other than the City, and we have further assumed the due organization, existence and powers of such other parties other than the City.

As bond counsel, we have been retained solely for the purpose of examining the validity and legality of the 2018 Bonds and of rendering the specific opinion herein stated and for no other purpose. We have not acted as a municipal advisor (within the meaning of Section 15B of the Securities Exchange Act of 1934) to the City in connection with the execution and delivery of the Bonds. We have not verified the accuracy, completeness or fairness of any representation or information concerning the business or financial condition of the City in connection with the sale of the 2018 Bonds. Accordingly, we express no opinion on the completeness, fairness or adequacy of any such representation or information.

We refer you to the 2018 Bonds and the Bond Ordinances for a further description of the 2018 Bonds, the purposes for which the 2018 Bonds are issued, the uses of the proceeds from the sale of the 2018 Bonds and the security therefor.

Based on the foregoing, we are of the opinion that, under existing law:

1. The City is validly existing as a body politic and corporate of the State with the power to enact the Bond Ordinances, perform the agreements on its part contained therein and issue the 2018 Bonds.

2. The Bond Ordinances have been duly enacted by the Council and constitute valid and binding obligations of the City enforceable against the City.

3. The 2018 Bonds have been duly authorized and executed by the City and are valid and binding limited obligations of the City payable solely from and secured equally and ratably by a pledge of and a lien on the Net Revenues (as defined in the General Bond Ordinance) derived by the City from the operation of its Stormwater System (the "System"), on a parity with the pledges of Net Revenues securing Additional Bonds. Under the General Bond Ordinance the City may, under certain terms and conditions, issue Bonds (as defined in the General Bond Ordinance) on a parity with the 2018 Bonds.

4. Interest on the 2018 Bonds is excludable from gross income for federal income tax purposes under existing statutes, regulations and court decisions, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. The opinion set forth in the preceding sentence is subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the 2018 Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The City has covenanted to comply with the requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the 2018 Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the 2018 Bonds.

5. Under the laws of the State, the 2018 Bonds and the interest thereon are presently exempt from all taxation in the State, except for estate or other transfer taxes. It should be noted, however, that Section 12-11-20, Code of Laws of South Carolina 1976, amended, imposes on every bank engaged in business in the State a fee or franchise tax computed on the entire net

income of such bank which includes interest paid on the 2018 Bonds.

The rights of the owners of the 2018 Bonds and the enforceability of the 2018 Bonds and the Bond Ordinances are limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

We express no opinion herein regarding the accuracy, adequacy or completeness of the Official Statement relating to the 2018 Bonds. Further, we express no opinion regarding tax consequences arising with respect to the 2018 Bonds other than as expressly set forth herein.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

McNAIR LAW FIRM, P.A.

[Letterhead of Johnson, Toal & Battiste, P.A.]

June [], 2018

City Council of the
City of Columbia, South Carolina
Columbia, South Carolina

\$50,000,000*

CITY OF COLUMBIA, SOUTH CAROLINA
STORMWATER SYSTEM REVENUE BONDS
SERIES 2018

We have acted as bond counsel to the City of Columbia, South Carolina (the “City”), in connection with the issuance of the City’s \$50,000,000* Stormwater System Revenue Bonds, Series 2018 (“2018 Bonds”). In such capacity, we have examined such law and such certified proceedings, certifications and other documents as we have deemed necessary to render this opinion.

The 2018 Bonds are issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina (the “State”), including particularly Article X, Section 14(10) of the South Carolina Constitution; Title 6, Chapter 21, Code of Laws of South Carolina 1976, as amended (the “Act”); and General Bond Ordinance No. 2018-45 of the City Council of the City (the “Council”) enacted on May 15, 2018, as amended (as so amended, the “General Bond Ordinance”) and supplemented, including as amended and supplemented particularly by First Supplemental Ordinance No. 2018-46 of the Council enacted on May 15, 2018 (the “Supplemental Ordinance”). The General Bond Ordinance and the Supplemental Ordinance are sometimes collectively referred to as the “Bond Ordinances.”

The 2018 Bonds are being issued for the purposes of (i) improving and enlarging the Stormwater System of the City (as described in Schedule I of the Supplemental Ordinance); and (ii) paying the Cost of Issuance (as defined in the Bond Ordinances) of the 2018 Bonds.

The 2018 Bonds are subject to optional and mandatory redemption prior to maturity as contemplated by the Bond Ordinances.

The 2018 Bonds are immobilized in the custody of The Depository Trust Company, New York, New York (“DTC”), and a book entry system is being used to evidence ownership and transfer on the records of DTC and its participants.

Regarding questions of fact material to our opinion, we have relied on the representations of the City contained in the Bond Ordinances, and in the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation. We have assumed that all signatures on documents, certificates and instruments examined by us are genuine, all documents, certificates and instruments submitted to us as originals are authentic and all documents, certificates and instruments submitted to us as copies conform to the originals. In addition, we have assumed that all documents, certificates and instruments relating to the issuance of the 2018 Bonds have been duly authorized, executed and delivered by all parties thereto other than the City, and we have further assumed the due

organization, existence and powers of such other parties other than the City.

As bond counsel, we have been retained solely for the purpose of examining the validity and legality of the 2018 Bonds and of rendering the specific opinion herein stated and for no other purpose. We have not acted as a municipal advisor (within the meaning of Section 15B of the Securities Exchange Act of 1934) to the City in connection with the execution and delivery of the Bonds. We have not verified the accuracy, completeness or fairness of any representation or information concerning the business or financial condition of the City in connection with the sale of the 2018 Bonds. Accordingly, we express no opinion on the completeness, fairness or adequacy of any such representation or information.

We refer you to the 2018 Bonds and the Bond Ordinances for a further description of the 2018 Bonds, the purposes for which the 2018 Bonds are issued, the uses of the proceeds from the sale of the 2018 Bonds and the security therefor.

Based on the foregoing, we are of the opinion that, under existing law:

1. The City is validly existing as a body politic and corporate of the State with the power to enact the Bond Ordinances, perform the agreements on its part contained therein and issue the 2018 Bonds.

2. The Bond Ordinances have been duly enacted by the Council and constitute valid and binding obligations of the City enforceable against the City.

3. The 2018 Bonds have been duly authorized and executed by the City and are valid and binding limited obligations of the City payable solely from and secured equally and ratably by a pledge of and a lien on the Net Revenues (as defined in the General Bond Ordinance) derived by the City from the operation of its Stormwater System (the "System"), on a parity with the pledges of Net Revenues securing Additional Bonds. Under the General Bond Ordinance the City may, under certain terms and conditions, issue Bonds (as defined in the General Bond Ordinance) on a parity with the 2018 Bonds.

The rights of the owners of the 2018 Bonds and the enforceability of the 2018 Bonds and the Bond Ordinances are limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

We express no opinion herein regarding the accuracy, adequacy or completeness of the Official Statement relating to the 2018 Bonds. Further, we express no opinion regarding tax consequences arising with respect to the 2018 Bonds.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

JOHNSON, TOAL & BATTISTE, P.A.

APPENDIX EFORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (“Disclosure Agreement”), dated as of June [], 2018, is executed and delivered by the City of Columbia, South Carolina (“Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (“Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (defined below) of the Bonds (defined below) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (“Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (defined below). The capitalized terms shall have the following meanings:

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the Repositories.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Voluntary Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the Repositories under this Disclosure Agreement. A Certification shall accompany each such

document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure Representative” means the Assistant City Manager for Finance and Economic Services or designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Notice Event” means an event listed in Sections 4(a) of this Disclosure Agreement.

“Official Statement” means that Official Statement prepared by the Issuer in connection with its \$50,000,000* Stormwater System Revenue Bonds, Series 2018, as listed on Appendix A.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, not later than 30 days prior to the Annual Filing Date. Promptly on receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than February 1 following the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2018. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). On such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification) no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Notice Event as described in Section 4(a)(12) has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall provide in a timely manner an electronic copy of the Issuer's unaudited financial statements to the Disclosure Dissemination Agent and shall, within a reasonable time of when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
- (ii) on receipt, promptly file each Annual Report received under Sections 2(a) and 2(b)

with the MSRB;

(iii) on receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;

(iv) on receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement;

1. Principal and interest payment delinquencies;

2. Non-Payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, IRS notices or events affecting the tax status of the security;

7. Modifications to rights of securities holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the securities, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the obligated person;

13. Merger, consolidation, or acquisition of the obligated person, if material; and

14. Appointment of a successor or additional trustee, or the change of name of a trustee, if material;

(v) on receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) on receipt, promptly file the text of each Voluntary Event Disclosure received under

Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. amendment to continuing disclosure undertaking;
2. change in obligated person;
3. notice to investors pursuant to bond documents;
4. certain communications from the Internal Revenue Service;
5. secondary market purchases;
6. bid for auction rate or other securities;
7. capital or other financing plan;
8. litigation/enforcement action;
9. change of tender agent, remarketing agent, or other on-going party;
10. derivative or other similar transaction; and
11. other event-based disclosures;

(vii) on receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. quarterly/monthly financial information;
2. change in fiscal year/timing of annual disclosure;
3. change in accounting standard;
4. interim/additional financial information/operating data;
5. budget;
6. investment/debt/financial policy;
7. information provided to rating agency, credit/liquidity provider or other third party;
8. consultant reports; and
9. other financial/operating data;

(viii) provide the Issuer evidence of the filings of each of the above when made, which

shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date on change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain 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 Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(2) 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 Stormwater System, (iii) Stormwater Rates (if modified during such fiscal year), (iv) Comparison of Stormwater Rates in the Columbia MSA, and (v) Capital Improvements Undertaken.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;
13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination

Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Dissemination Agent to so advise the Issuer shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Reports.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be

any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds on the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or on delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, on thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. On termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated in this Disclosure Agreement.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely on Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith on the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be

payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By: _____

Name: _____

Title: _____

CITY OF COLUMBIA, SOUTH CAROLINA, as Issuer

By: _____

Name: _____

Title: _____

EXHIBIT A
NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer City of Columbia, South Carolina
Obligated Person(s) City of Columbia, South Carolina
Name of Bond Issue: \$50,000,000* Stormwater System Revenue Bonds
 Series 2018

Date of Issuance: June [], 2018
Date of Official Statement: May [], 2018
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: \$50,000,000* Stormwater System Revenue Bonds
 Series 2018

Date of Issuance: June [], 2018

Date of Official Statement: May [], 2018

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement, dated as of June [], 2018, between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by: _____.

Dated: _____

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent,
on behalf of the Issuer

By: _____

Name: _____

Title: _____

cc: Issuer
 Obligated Person

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

Description of Notice Events (Check One):

1. _____ Principal and interest payment delinquencies;
2. _____ Non-Payment related defaults, if material;
3. _____ Unscheduled draws on debt service reserves reflecting financial difficulties;
4. _____ Unscheduled draws on credit enhancements reflecting financial difficulties;
5. _____ Substitution of credit or liquidity providers, or their failure to perform;
6. _____ Adverse tax opinions, IRS notices or events affecting the tax status of the security;
7. _____ Modifications to rights of securities holders, if material;
8. _____ Bond calls, if material;
9. _____ Defeasances;
10. _____ Release, substitution, or sale of property securing repayment of the securities, if material;
11. _____ Rating changes;
12. _____ Tender offers;
13. _____ Bankruptcy, insolvency, receivership or similar event of the obligated person;
14. _____ Merger, consolidation, or acquisition of the obligated person, if material; and
15. _____ Appointment of a successor or additional trustee, or the change of name of a trustee, if material.
16. _____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100

Date: _____

EXHIBIT C-2**VOLUNTARY EVENT DISCLOSURE COVER SHEET**

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice:

Description of Voluntary Event Disclosure (Check One):

1. amendment to continuing disclosure undertaking;
2. change in obligated person;
3. notice to investors pursuant to bond documents;
4. certain communications from the Internal Revenue Service;
5. secondary market purchases;
6. bid for auction rate or other securities;
7. capital or other financing plan;
8. litigation/enforcement action;
9. change of tender agent, remarketing agent, or other on-going party;
10. derivative or other similar transaction; and
11. other event-based disclosures.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100

Date: _____

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

Description of Voluntary Financial Disclosure (Check One):

1. _____ quarterly/monthly financial information;
2. _____ change in fiscal year/timing of annual disclosure;
3. _____ change in accounting standard;
4. _____ interim/additional financial information/operating data;
5. _____ budget;
6. _____ investment/debt/financial policy;
7. _____ information provided to rating agency, credit/liquidity provider or other third party;
8. _____ consultant reports; and
9. _____ other financial/operating data.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100

Date: _____

APPENDIX F
STORMWATER ENGINEERING REPORT

APPENDIX G
FINANCIAL FEASIBILITY STUDY

EXHIBIT D

FORM OF CONTINUING DISCLOSURE AGREEMENT

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (“Disclosure Agreement”), dated as of June [], 2018, is executed and delivered by the City of Columbia, South Carolina (“Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (“Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (defined below) of the Bonds (defined below) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (“Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (defined below). The capitalized terms shall have the following meanings:

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the Repositories.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary

Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Voluntary Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the Repositories under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure Representative” means the Assistant City Manager for Finance and Economic Services or designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Notice Event” means an event listed in Sections 4(a) of this Disclosure Agreement.

“Official Statement” means that Official Statement prepared by the Issuer in connection with its \$50,000,000* Stormwater System Revenue Bonds, Series 2018, as listed on Appendix A.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of

subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, not later than 30 days prior to the Annual Filing Date. Promptly on receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than February 1 following the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2018. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). On such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification) no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Notice Event as described in Section 4(a)(12) has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall provide in a timely manner an electronic copy of the Issuer's unaudited financial statements to the Disclosure Dissemination Agent and shall, within a reasonable time of when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
- (ii) on receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
- (iii) on receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
- (iv) on receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - 1. Principal and interest payment delinquencies;
 - 2. Non-Payment related defaults, if material;
 - 3. Unscheduled draws on debt service reserves reflecting financial difficulties;
 - 4. Unscheduled draws on credit enhancements reflecting financial difficulties;
 - 5. Substitution of credit or liquidity providers, or their failure to perform;
 - 6. Adverse tax opinions, IRS notices or events affecting the tax status of the security;
 - 7. Modifications to rights of securities holders, if material;
 - 8. Bond calls, if material, and tender offers;
 - 9. Defeasances;
 - 10. Release, substitution, or sale of property securing repayment of the securities, if material;
 - 11. Rating changes;
 - 12. Bankruptcy, insolvency, receivership or similar event of the obligated person;
 - 13. Merger, consolidation, or acquisition of the obligated person, if material; and
 - 14. Appointment of a successor or additional trustee, or the change of name of a trustee, if material;
- (v) on receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as "Failure to provide

annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) on receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. amendment to continuing disclosure undertaking;
2. change in obligated person;
3. notice to investors pursuant to bond documents;
4. certain communications from the Internal Revenue Service;
5. secondary market purchases;
6. bid for auction rate or other securities;
7. capital or other financing plan;
8. litigation/enforcement action;
9. change of tender agent, remarketing agent, or other on-going party;
10. derivative or other similar transaction; and
11. other event-based disclosures;

(vii) on receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. quarterly/monthly financial information;
2. change in fiscal year/timing of annual disclosure;
3. change in accounting standard;
4. interim/additional financial information/operating data;
5. budget;
6. investment/debt/financial policy;
7. information provided to rating agency, credit/liquidity provider or other third party;

8. consultant reports; and

9. other financial/operating data;

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date on change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain 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 Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(2) 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 Stormwater System, (iii) Stormwater Rates (if modified during such fiscal year), (iv) Comparison of Stormwater Rates in the Columbia MSA, and (v) Capital Improvements Undertaken.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each

such other document so included by reference.

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;
13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to

subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Dissemination Agent to so advise the Issuer shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Reports.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds on the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or on delivery by the

Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, on thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. On termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated in this Disclosure Agreement.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely on Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy.

or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith on the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By: _____

Name: _____

Title: _____

CITY OF COLUMBIA, SOUTH CAROLINA, as Issuer

By: _____

Name: _____

Title: _____

EXHIBIT A
NAME AND CUSIP NUMBERS OF BONDS

<u>Name of Issuer</u>	<u>City of Columbia, South Carolina</u>
<u>Obligated Person(s)</u>	<u>City of Columbia, South Carolina</u>
<u>Name of Bond Issue:</u>	<u>\$50,000,000* Stormwater System Revenue Bonds</u>
	<u>Series 2018</u>
<u>_____</u>	
<u>Date of Issuance:</u>	<u>June [], 2018</u>
<u>Date of Official Statement:</u>	<u>May [], 2018</u>
<u>CUSIP Number:</u>	<u>198504</u>

EXHIBIT B
NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer City of Columbia, South Carolina
Obligated Person(s) City of Columbia, South Carolina
Name of Bond Issue: \$50,000,000* Stormwater System Revenue Bonds
 Series 2018

Date of Issuance: June [], 2018
Date of Official Statement: May [], 2018

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement, dated as of June [], 2018, between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by: _____.

Dated: _____

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent,
on behalf of the Issuer

By: _____

Name: _____

Title: _____

cc: Issuer
 Obligated Person

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

Description of Notice Events (Check One):

1. _____ Principal and interest payment delinquencies;
2. _____ Non-Payment related defaults, if material;
3. _____ Unscheduled draws on debt service reserves reflecting financial difficulties;
4. _____ Unscheduled draws on credit enhancements reflecting financial difficulties;
5. _____ Substitution of credit or liquidity providers, or their failure to perform;
6. _____ Adverse tax opinions, IRS notices or events affecting the tax status of the security;
7. _____ Modifications to rights of securities holders, if material;
8. _____ Bond calls, if material;
9. _____ Defeasances;
10. _____ Release, substitution, or sale of property securing repayment of the securities, if material;
11. _____ Rating changes;
12. _____ Tender offers;
13. _____ Bankruptcy, insolvency, receivership or similar event of the obligated person;
14. _____ Merger, consolidation, or acquisition of the obligated person, if material; and
15. _____ Appointment of a successor or additional trustee, or the change of name of a trustee, if material.
16. _____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100

Date: _____

EXHIBIT C-2**VOLUNTARY EVENT DISCLOSURE COVER SHEET**

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

Description of Voluntary Event Disclosure (Check One):

1. _____ amendment to continuing disclosure undertaking;
2. _____ change in obligated person;
3. _____ notice to investors pursuant to bond documents;
4. _____ certain communications from the Internal Revenue Service;
5. _____ secondary market purchases;
6. _____ bid for auction rate or other securities;
7. _____ capital or other financing plan;
8. _____ litigation/enforcement action;
9. _____ change of tender agent, remarketing agent, or other on-going party;
10. _____ derivative or other similar transaction; and
11. _____ other event-based disclosures.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100

Date: _____

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

Description of Voluntary Financial Disclosure (Check One):

1. _____ quarterly/monthly financial information;
2. _____ change in fiscal year/timing of annual disclosure;
3. _____ change in accounting standard;
4. _____ interim/additional financial information/operating data;
5. _____ budget;
6. _____ investment/debt/financial policy;
7. _____ information provided to rating agency, credit/liquidity provider or other third party;
8. _____ consultant reports; and
9. _____ other financial/operating data.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

390 N. Orange Avenue

Suite 1750

Orlando, FL 32801

407-515-1100

Date: _____



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-016 - Amend Sec. 21-127 Basis for establishing areas of special flood hazard

PURPOSE: First reading approval was given on May 1, 2018.

FINANCIAL IMPACT:

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

ATTACHMENTS:

- **#a:** 2018-016 amend Sec. 21-127 Basis for establishing areas of special flood hazard (Lex maps) (PDF)

HISTORY:

05/01/18

Columbia City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2018-016

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article III, Flood Damage Prevention, Division 1, Generally, Sec. 21-127 Basis for establishing areas of special flood hazard

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2018, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article III, Flood Damage Prevention, Division 1, Generally, Sec. 21-127 Basis for establishing areas of special flood hazard, is amended to read as follows:

Sec. 21-127. Basis for establishing areas of special flood hazard.

Adoption of Letter of Map Revisions (LOMR) – All LOMRs that are issued in the areas identified in this ordinance are hereby adopted.

The areas of special flood hazard identified by the Federal Emergency Management Agency in its flood insurance study for the county at the following map numbers with effective dates are declared to be a part of this article:

Map Number	Effective Date
45079C00945L	December 21, 2017
45079C0165L	December 21, 2017
45079C0210L	December 21, 2017
45079C0230L	December 21, 2017
45079C0235L	December 21, 2017
45079C0236L	December 21, 2017
45079C0237L	December 21, 2017
45079C0255L	December 21, 2017
45079C0260L	December 21, 2017
45079C0261L	December 21, 2017
45079C0262L	December 21, 2017
45079C0263L	December 21, 2017
45079C0264L	December 21, 2017
45079C0270L	December 21, 2017
45079C0280L	December 21, 2017
45079C0285L	December 21, 2017
45079C0295L	December 21, 2017
45079C0325L	December 21, 2017
45079C0241L	December 21, 2017
45079C0242L	December 21, 2017
45079C0376L	December 21, 2017
45079C0377L	December 21, 2017
45079C0379L	December 21, 2017
45079C0138L	December 21, 2017
45079C0383L	December 21, 2017
45079C0405L	December 21, 2017

45079C0410L	December 21, 2017
45069C0133G-J	July 5, 2018
45069C0134G-J	July 5, 2018
45063C0163J	July 5, 2018
45079C0094L	December 21, 2017
45079C0164L	December 21, 2017
45079C0168L	December 21, 2017
45079C0208L	December 21, 2017
45079C0209L	December 21, 2017
45079C0207L	December 21, 2017
45079C0206L	December 21, 2017
45079C0226L	December 21, 2017
45079C0228L	December 21, 2017
45079C0229L	December 21, 2017
45079C0236L	December 21, 2017
45079C0237L	December 21, 2017
45079C0238L	December 21, 2017
45079C0239L	December 21, 2017
45079C0243L	December 21, 2017
45079C0244L	December 21, 2017
45079C0242L	December 21, 2017
45079C0241L	December 21, 2017
45079C0233L	December 21, 2017
45079C0234L	December 21, 2017
45079C0251L	December 21, 2017
45079C0252L	December 21, 2017
45079C0254L	December 21, 2017
45079C0253L	December 21, 2017
45079C0261L	December 21, 2017
45079C0262L	December 21, 2017
45079C0264L	December 21, 2017
45079C0263L	December 21, 2017
45079C0270L	December 21, 2017
45079C0266L	December 21, 2017
45079C0267L	December 21, 2017
45079C0259L	December 21, 2017
45079C0258L	December 21, 2017
45079C0257L	December 21, 2017
45079C0276L	December 21, 2017
45079C0277L	December 21, 2017
45079C0279L	December 21, 2017
45079C0278L	December 21, 2017
45079C0290L	December 21, 2017
45079C0295L	December 21, 2017
45079C0285L	December 21, 2017

45079C0281L	December 21, 2017
45079C0325L	December 21, 2017
45079C0315L	December 21, 2017
45079C0405L	December 21, 2017
45079C0410L	December 21, 2017
45079C0382L	December 21, 2017
45079C0381L	December 21, 2017
45079C0383L	December 21, 2017
45079C0387L	December 21, 2017
45079C0379L	December 21, 2017
45079C0378L	December 21, 2017
45079C0376L	December 21, 2017
45079C0377L	December 21, 2017
45079C0357L	December 21, 2017
45079C0356L	December 21, 2017
45079C0358L	December 21, 2017
45079C0359L	December 21, 2017

Requested by:

Assistant City Manager Shealy _____

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-041 Authorizing consumption of beer and wine only at the Fire-Rescue Street Party in the 900 block and 1000 block of Lincoln Street on Saturday, June 16, 2018

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2018-041 Fire-Rescue Street Party (PDF)

RESOLUTION NO.: R-2018-041

*Authorizing consumption of beer and wine only at the Fire-Rescue Street Party
in the 900 block and 1000 block of Lincoln Street on Saturday, June 16, 2018*

WHEREAS, the South Carolina State Fire Firefighters' Association ("Sponsor") is sponsoring the Fire-Rescue Street Party, on Saturday, June 16, 2018 from 7:00 p.m. until 10:00 p.m. in the 900 and 1000 blocks of Lincoln Street between College Street and Senate Street; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 900 and 1000 blocks of Lincoln Street between College Street and Senate Street on Friday, June 15, 2018 from 6:00 a.m. until 11:30 p.m. on Saturday, June 16, 2018 for preparation and staging of the area for an outdoor event to be held on Saturday, June 16, 2018 between 7:00 p.m. and 10:00 p.m., and for patrons to consume beer and wine beverages only at the event on Saturday, June 16, 2018 during the hours of 7:00 p.m. and 9:30 p.m.; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ___ day of _____, 2018, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 7:00 p.m. and 9:30 p.m. on Saturday, June 16, 2018; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Sponsor shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 900 and 1000 blocks of Lincoln Street between College Street and Senate Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation,

Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 900 and 1000 blocks of Lincoln Street between College Street and Senate Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, June 16, 2018, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Gentry _____

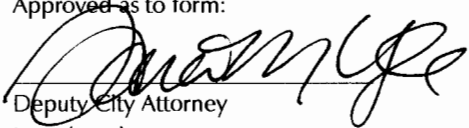
Mayor

Approved by:

City Manager

Approved as to form:

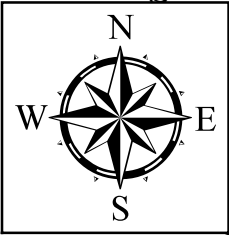
ATTEST:


Deputy City Attorney

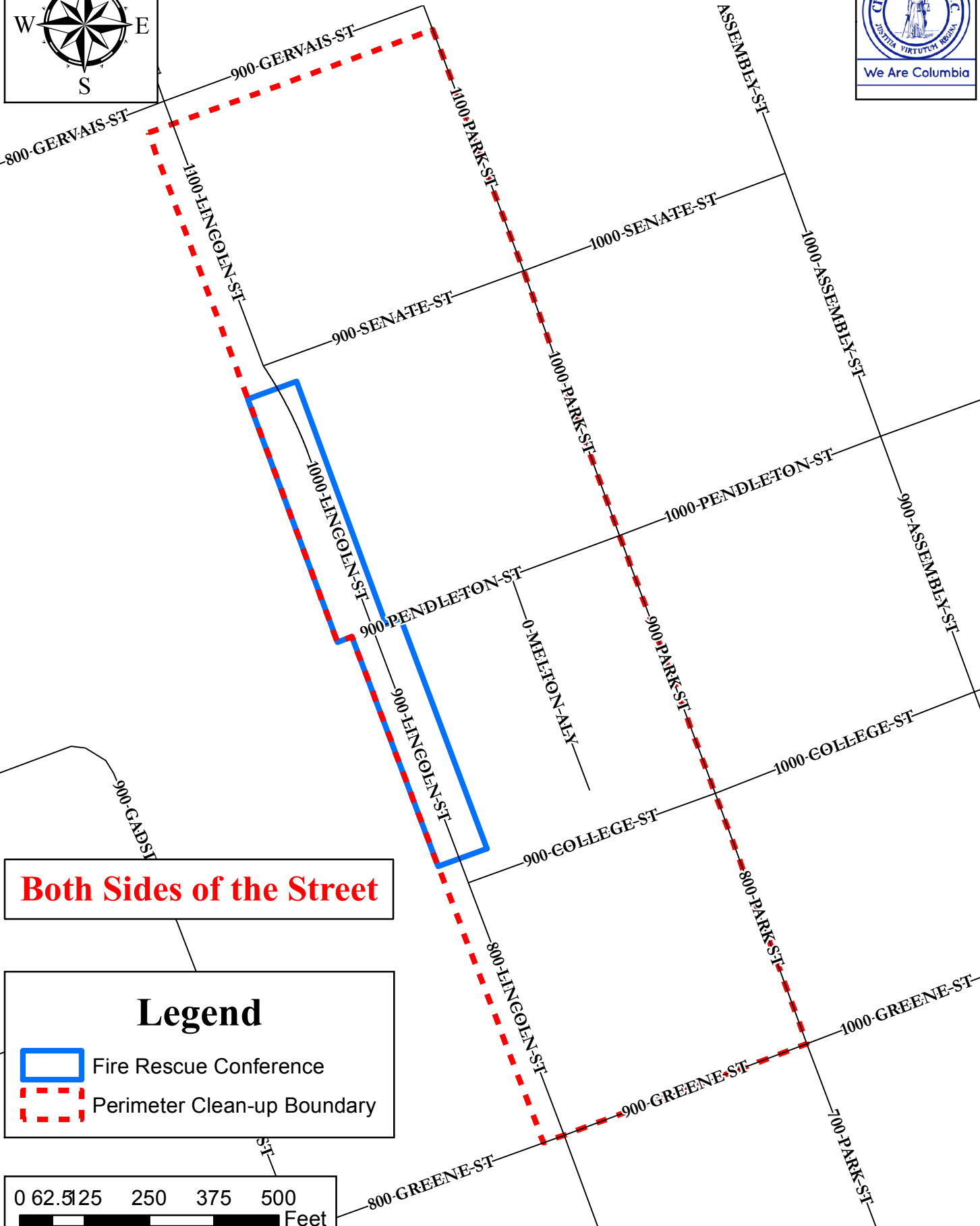
City Clerk

Introduced:

Final Reading:



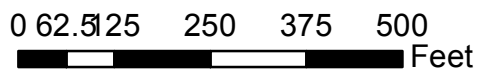
FIRE-RESCUE STREET PARTY



Both Sides of the Street

Legend

- Fire Rescue Conference
- Perimeter Clean-up Boundary



DATE OF REQUEST	4/30/2018	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Ashley Boltin / SC State Firefighters' Association ashley@scfirefighters.org 803-960-7935 Ph 803-454-1895 Fx
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	State Fire - Rescue Conference		
DATE(S) OF EVENTS:	June 16, 2018		
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)	N/A		
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Convention Center, Colonial Life Arena, Lincoln Street between Senate Street and College Street		
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	Lincoln Street between Senate Street and College Street		
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	Friday June 15, 2018 from 6:00 am to Saturday June 16, 2018 11:30 pm		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	Saturday June 16, 2018 7:00 pm - 10:00 pm		
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	Saturday, June 16, 2018 7:00 pm - 9:30 pm		

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net
Legal 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



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-043 - Authorizing consumption of beer and wine only at the South Carolina Carnival in the 1800 block of Main Street between Laurel Street and Richland Street on Saturday June 9, 2018

FINANCIAL IMPACT:

STRATEGIC GOALS: Foster a healthy quality of life, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2018-043 South Carolina Carnival (June 9) (PDF)

RESOLUTION NO.: R-2018-043

Authorizing consumption of beer and wine beverages only at the South Carolina Carnival in the 1800 block of Main Street between Laurel Street and Richland Street on Saturday, June 9, 2018

WHEREAS, South Carolina Carnival ("Sponsor") is sponsoring the South Carolina Carnival in the 1800 block of Main Street between Laurel Street and Richland Street from 12:00 p.m. until 8:00 p.m. on Saturday, June 9, 2018; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1800 block of Main Street between Laurel Street and Richland Street from 7:00 a.m. until 9:00 p.m. for set up, clean up, and staging of the event to be held from 12:00 p.m. until 8:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 12:00 p.m. until 7:30 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 12:00 p.m. and 7:30 p.m. on Saturday, June 9, 2018; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time that the closed portion of the 1800 block of Main Street between Laurel Street and Richland Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1800 block of Main Street between Laurel Street and Richland Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, June 9, 2018, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

City Manager

Mayor

Approved by:

City Manager

Approved as to form:

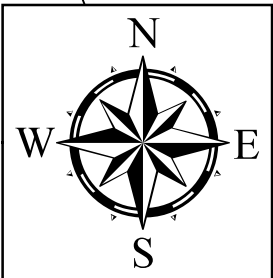
Deputy City Attorney

ATTEST:

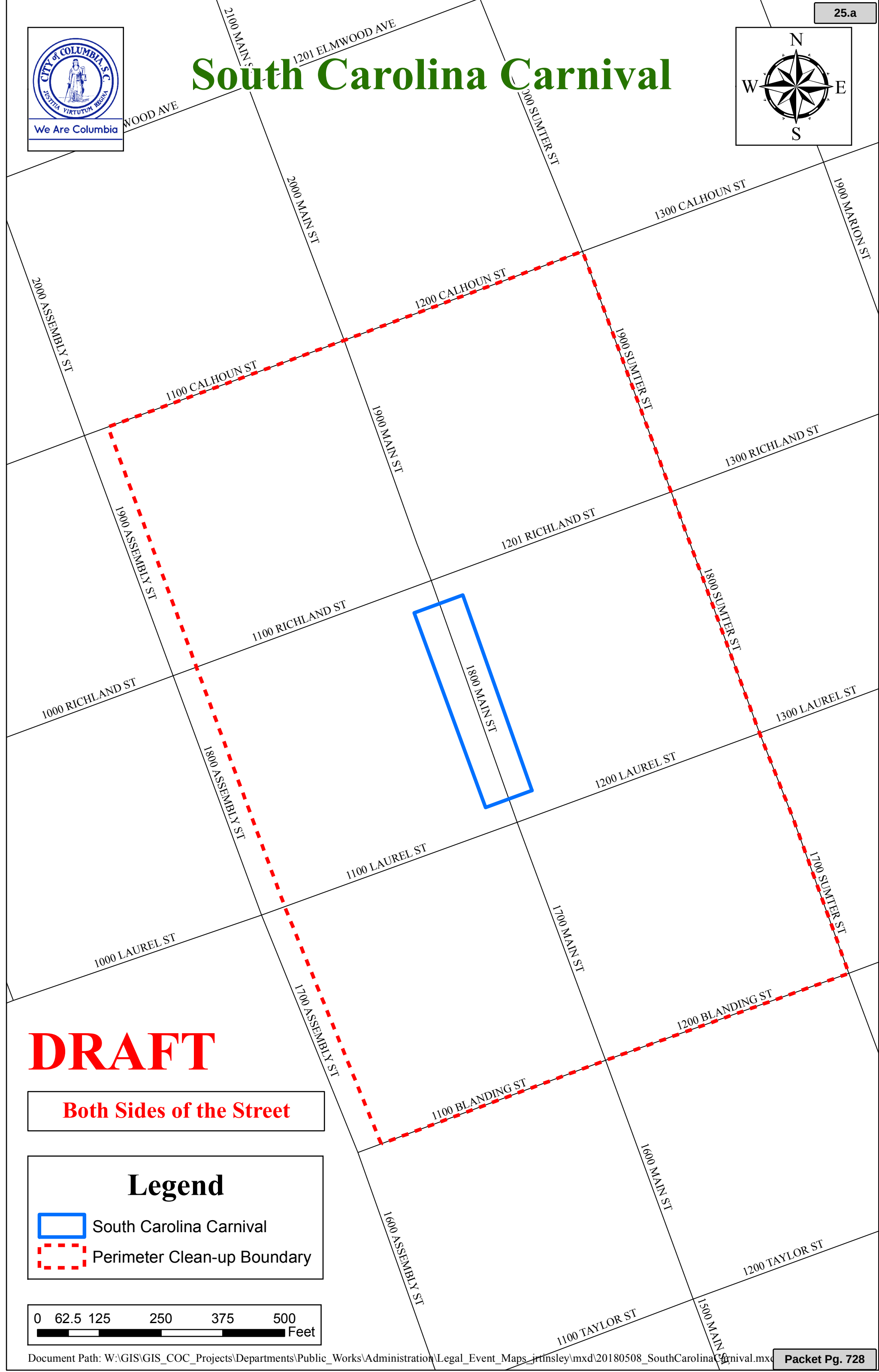
City Clerk

Introduced:

Final Reading:



South Carolina Carnival

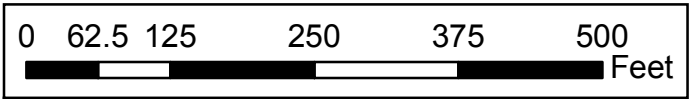


DRAFT

Both Sides of the Street

Legend

South Carolina Carnival

Perimeter Clean-up Boundary

DATE OF REQUEST 5/3/2018

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)LISA SMALL/803-7965470
info.sccarnival@gmail.com

25.a

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

SOUTH CAROLINA CARNIVAL

DATE(S) OF EVENTS:

SATURDAY JUNE 9TH

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

NONE

LOCATION OF EVENT

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

MAIN STREET BETWEEN LAUREL AND RICHLAND STREET

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

1800 BLOCK OF MAIN STREET

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

7AM - 9PM

HOURS OF EVENT

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

NOON TO 8PM

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event; i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

NOON TO 7:30PM

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfngadams@columbiasc.net

Legal 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; rhall@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



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Public & Media Relations

FROM: *Leshia Utsey, Director*

SUBJECT: Public Service Recognition - Ms. Teresa Wilson, City Manager

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Presenter City Manager Teresa Wilson will introduce the public service video "Why We Serve".



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Human Resources

FROM: Pam Benjamin,

SUBJECT: May 2018 Employee of the Month - Ms. Angela Adams,
Customer Care Administrator

PURPOSE: Ms. Heather Greer, Accounting Technician for the Customer
Care Division

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2018_05_01_16_51_13 (PDF)



EMPLOYEE OF THE MONTH NOMINATION FORM

NAME OF NOMINATED EMPLOYEE: Heather Greer

EMPLOYEE'S DEPARTMENT/DIVISION: Customer Care Center

Employee's Title: Accounting Technician Date of Hire: October 02, 2006

Name of Nominator: Angela Adams Date: April 13, 2018

Signatures of supervisor, division head, department head and if applicable, Assistant City Manager:

Name: Denita Rucker Title: Supervisor

Name: Angela Adams Title: Division Head

Name: _____ Title: Department Head

Name: _____ Title: City Manager

Nominator should provide three other employees' names who may be contacted concerning the work of the nominated employee.

Name: Denita Rucker Division: Customer Care Center

Name: Karrie Goodman Division: Customer Care Center

Name: Joey Jaco Division: Engineering

CRITERIA FOR BEING NOMINATED EMPLOYEE OF THE MONTH

- ❖ The nominated employee must have been employed by the City of Columbia for at least one (1) full year.
- ❖ The nominated employee must have low absenteeism and tardiness.
- ❖ The nominated employee must have maintained and projected a positive attitude and a willingness to get along well with co-workers and the public.
- ❖ The nominated employee must have shown a willingness to perform any assigned duties in the highest standards possible and enhanced the department's ability to better serve the citizens of the City of Columbia.
- ❖ The nominated employee must have maintained a professional appearance and manner.
- ❖ The nominated employee must have demonstrated an allegiance to the City and be a team player who supports others' efforts to achieve the goals of the City of Columbia.
- ❖ The nominated employee should have earned the respect of co-workers.
- ❖ Special considerations may be given to employees who participate in extracurricular activities that benefit the City of Columbia.

THE DETAILED NARRATIVE MUST CITE SPECIFIC EXAMPLES THAT DEMONSTRATE THE CRITERIA FOR NOMINATION OF THIS AWARD. NOMINATIONS RECEIVED THAT DO NOT MEET THE CRITERIA WILL NOT BE CONSIDERED.

** Rec'd 1/3/18*

4/13/2018

Dear Terri:

It is my pleasure to nominate Heather Greer for employee of the month. I have known and worked with Heather Greer for 10 years and found her to be dependable, efficient, and great communicator of information.

Heather's has a willingness to take on difficult tasks and situations with a mindset of seeking a positive resolution. She readily avails herself to customers and staff with a warm, cheerful and positive attitude. She is a positive representative of the City of Columbia.

Heather manages the adjustment process and willingly teaches others the methodology needed to properly calculate account reductions. She helped create an efficient adjustment filing system that is currently used in the customer care division.

Heather deals with countless difficult customer situations but handles each with enthusiasm and interest in providing great customer service.

Heather is expected to maintain the same work ethic as she grows with customer care and the city. The positive work ethic has not waived over the past 10 years.

Thank you,

Angela Adams



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Columbia Police Department

FROM: *William Holbrook, Police Chief*

SUBJECT: National Peace Officers Memorial Day & Police Week
Proclamation - The Honorable Mayor Stephen K. Benjamin

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

STRATEGIC GOALS: Collaborate and partner with entities

Pay tribute to officers who have died in the line of duty.

ATTACHMENTS:

- **#a:** Proclamation - Peace Officers Memorial Day (DOC)



*City of Columbia
A Proclamation*

WHEREAS, Peace Officers Memorial Day and Police Week is an observance in the United States that pays tribute to the local, state, and federal peace officers who have died in the line of duty; and

WHEREAS, tens of thousands of law enforcement officers from around the world come together in Washington, DC to participate in events which honor those that have paid the ultimate sacrifice; and

WHEREAS, during Peace Officers Memorial Day and Police Week, we celebrate those who protect and serve us every minute of every day, and we honor the courageous officers who devoted themselves so fully to others that in the process they laid down their lives; and

WHEREAS, thanks to law enforcement officers, we have safer streets, stronger communities and a more secure Nation; and

WHEREAS, the City of Columbia thanks all those who risk their lives every day to protect our world and make it a better place.

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 May 15, 2018 as

Peace Officers Memorial Day

in the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.

*Stephen K. Benjamin
Mayor*

*Sam Davis
District I, Council Member*

*Tameika Isaac Devine
At-Large, Council Member*

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

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

*Daniel Rickenmann
District IV, Council Member*



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Public Works

FROM: *Robert Anderson,*

SUBJECT: American Public Works Week Proclamation - The Honorable Stephen K. Benjamin

FINANCIAL IMPACT:

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** public works week proc 2018 (PDF)



City of Columbia
A Proclamation of Public Works Week

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as storm water management, sidewalks, streets, highways, solid waste collection, animal control, traffic engineering and operations, forestry and beautification, support services and fleet services;

WHEREAS, the health, safety and comfort of this community greatly depend on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, construction and implementation are vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated public works personnel is materially influenced by the people's attitude and understanding of the importance of the work they perform.

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 May 20 - 26, 2018 as

Public Works 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

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

Daniel Rickenmann
District IV, Council Member

Tameika Isaac Devine
At-Large, Council Member

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



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: Recognition of Dr. Bobby Donaldson as the Recipient of the
2017 Stephen G. Morrison Visionary Award - The Honorable
Mayor Stephen K. Benjamin

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** PressRelease_MorrisonAward_Donaldson_102417 (DOCX)



News Release

FOR IMMEDIATE RELEASE

October 21, 2017

Contact: Lee Snelgrove, One Columbia Arts and History, 803-254-5008

2017 Stephen G. Morrison Visionary Award

One Columbia for Arts and History Recognizes Dr. Bobby Donaldson with 2017 Award

COLUMBIA, SC. One Columbia for Arts and History is proud to announce Dr. Bobby Donaldson, a leader in the preservation of Columbia's civil rights history, as the recipient of the 2017 Stephen G. Morrison Visionary Award. The award will be presented Friday, November 17 at the Booker T. Washington Auditorium.

The Stephen G. Morrison Visionary Award is an annual recognition of a Columbian who reflects many of the values and qualities of those generously given by One Columbia's former leader in support of the growth and vitality of his City of Columbia. Morrison, who passed away in 2013, co-chaired the One Columbia Arts and History Board of Directors for three years.

Dr. Donaldson began his career at the University of South Carolina in 1999 and now leads the Center for Civil Rights History and Research, housed in the Hollings Special Collections Library. He also serves as the lead scholar for Columbia SC 63: Our Story Matters, a documentary history initiative that chronicles the struggle for civil rights and social justice in Columbia.

Additionally, he has served as a consultant for museum exhibitions, archival collections, oral history initiatives, documentary films, and historic preservation projects, including the renovation of the Booker T. Washington High School in downtown Columbia. In 2008, the Historic Columbia Foundation awarded Dr. Donaldson and his students the Helen Kohn Hennig Prize for their documentary project on the Ward One community in downtown Columbia.

Dr. Donaldson is a native of Augusta, GA, and received his undergraduate degree in History and African-American Studies from Wesleyan University and his Ph.D. in History from Emory University where he served on the staff of the Martin Luther King Jr. Papers Project. Previously, he held the Thurgood Marshall Fellowship at Dartmouth College and the Susan Biddle Ford Fellowship at the W. E. B. Du Bois Institute for African and African American Research at Harvard University.

1219 Taylor Street, Columbia, SC 29201 | 803.254.5008 | onecolumbiasc.com | [@OneColumbia](https://twitter.com/OneColumbia)

"I am extremely honored by this recognition," says Donaldson. "Steve Morrison was a phenomenal ambassador for our city--an extraordinary, brilliant, and energetic leader who exemplified the very best in civic engagement. I had the good fortune of serving with him on the founding One Columbia board."

He continues, "As a history professor at USC and as the lead scholar for Columbia SC 63, countless students, colleagues, and community members have joined me in uncovering, documenting, and promoting our city's rich and diverse histories. It is enormously gratifying and indeed inspiring to sit down, record, and listen to memories and enduring lessons of the past. I am proud of our efforts to bring greater voice and visibility to often overlooked and unrecognized chapters in our collective history. I am humbled by this award, and I am excited about the work and collaborations ahead that highlight why our stories matter."

"Professor Donaldson's efforts to document and tell the story of the civil rights struggle here in Columbia have made a tremendous impact on the cultural foundation and fabric of our city. His work has ensured that Columbia will not forget the role its citizens played in the struggle for civil rights and social justice so that current and future generations may appreciate and honor those contributions, but may also understand the work that remains to be done as we continue to march toward those honorable goals. We are extremely proud and humbled to honor Professor Donaldson by selecting him as this year's recipient," says Jeremy Hodges, President of the One Columbia for Arts and History Board of Directors.

The recipient of the Steve Morrison Visionary Award honors the best combination of vision and leadership, applied to arts and history and the entire cultural foundation of the City, and the value they bring to Columbia.

"One Columbia for Arts and History recognizes the cultural and community significance of Dr. Bobby Donaldson's influence in our community along with the substantial contribution he has made in recognizing the role of Columbia's citizens during the civil rights movement," said Columbia Mayor Steve Benjamin. "Dr. Donaldson has become the incredibly articulate and passionate voice of the rich, colorful and often painful story highlighting the contributions of the African seed in our Columbia sun. He has left an indelible mark on this amazing city that we call home."

The award will be formally presented Friday, November 17 at 6 p.m. at the Booker T. Washington Auditorium, 1400 Wheat Street, on the USC campus.

###

About One Columbia for Arts and History

One Columbia for Arts and History is a non-profit corporation that works to promote collaboration among citizens, the cultural community, and city government through celebrations of Columbia's arts and historic treasures. Its goal is to enhance the quality of life for our residents, attract tourist dollars to our city, and further build our vibrant community. In short, it serves as the promotional arm of the City for Columbia's cultural community. Visit the One Columbia website (<http://onecolumbiasc.com>) for a continuously updated master list of art and cultural activities occurring throughout the city.



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: Recognition of 2018 Miss Columbia - The Honorable Mayor Stephen K. Benjamin

PURPOSE: Miss Alexandra Badgett

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Miss Columbia Verification (PDF)

Miss Columbia & Miss Capital City

Scholarship Organization & Teen Pageants

April 14, 2018

To whom it may concern:

I can attest to each of the appearances listed for Alexandra Badgett, Miss Columbia 2018, as well as the television appearance and internet marketing.

If you have any further questions about any of the items listed for Miss Columbia, please feel free to contact me.

Sincerely,



C. Benson Odom, II
Executive Director
Miss Columbia and Miss Capital City Scholarship Organization
803-904-2416
yourcrowningmoment@gmail.com
www.crownmisscolumbia.com



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Public & Media Relations

FROM: *Leshia Utsey, Director*

SUBJECT: Black Expo Economic Empowerment Summit - Mr. Darrin Thomas, President of Thomas Media Group

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

STRATEGIC GOALS: Grow opportunities for entrepreneurship

Councilman McDowell has requested that Darrin Thomas be allowed to do a brief presentation to Council.



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT 2916
Colonial Drive; TMS# 11503-06-30

PURPOSE: Ordinance No.: 2018-020 - Annexing and Incorporating 2916
Colonial Drive, Richland County TMS# 11503-06-30 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 Community Activity Center (UCAC-2) and assign
zoning of General Commercial (C-3). The property is currently
classified as Mixed Residential-High Density and zoned GC by
Richland County.

Applicant: WAT Properties Inc. of Columbia

Staff Recommendation: Approval

PC Recommendation: 03/05/2018; Approval (5-0)

FINANCIAL IMPACT:

STRATEGIC GOALS: Connect the City's neighborhoods and business dist, Provide
high quality municipal services

ATTACHMENTS:

- **#a:** ANNEX_Colonial2916 (PDF)
- **#b:** 2018-020 annex-incorporate 2916 Colonial Drive (PDF)



CITY COUNCIL

May 15, 2018 at 6:00 pm

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

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 2916 Colonial Drive; TMS# 11503-06-30

Council District: 2

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

Applicant: WAT Properties Inc. of Columbia

Staff Recommendation: Approval

PC Recommendation: 03/05/2018; Approval (5-0)

ZPH, 1st Reading: 05/15/2018; Pending

2nd Reading: 06/05/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.43 acres
Current Use: Vacant
Proposed Use: Vacant
Reason for Annexation: Contiguous
Urban Service Area: Donut Hole
Current Richland County Land Use: Mixed Residential-High Density
Proposed Land Use Classifications: Urban Core Community Activity Center (UCAC-2)
Current Richland County Zoning: General Commercial (GC)
Proposed Zoning: General Commercial (C-3)
Census Tract: 9 and 10

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 would likely result in an increased number of calls for services. We estimate that it would cost the CPD approximately **\$3,000 annually to provide service if this property were developed**, based upon current calls for service at adjacent commercial properties within the City of Columbia. However, **in its current status as a vacant lot, it is anticipated that the annual cost would be negligible.**

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

This property is a vacant commercial property and thus there is no anticipated cost to Solid Waste associated with this annexation.

Engineering

Water service is available to this property, however it does not appear that sewer is currently available. This property is currently vacant, however if sewer would be extended to the property the Utilities and Engineering Division estimates the one-time cost would be approximately **\$83,000**.

Water Customer Care

This is a vacant property and thus there are no customer accounts at this location. Any accounts created at this property would be new revenue to the City.

Planning & Development Services

This property is a single-parcel “Donut Hole” surrounded entirely by the City of Columbia and adjacent to the City’s Public Works and Fleet Services complex. We recommend annexation of this property. The annual City property tax revenue generated for this vacant parcel will be approximately **\$440**.

* Estimated City Tax Revenue is based on 2017 millage for real property and calculated as: (((Tax Value*Tax Rate)*City Millage Rate (.0981))-(Tax Value*Local Option Sales Tax Rebate (.002209))).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “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 classification for the subject property is Urban Core Community Activity Center (UCAC-2); the property is currently classified as Mixed Residential-High Density by Richland County.

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia’s neighborhoods. They are destination locations that serve an area of about a 3-5 mile radius or drive distance. These centers often occupy several City blocks (within a neighborhood) and include several dozen businesses and multi-family or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of

the surrounding single-family homes. They may be found as nodes in Urban Core mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.

Primary Types:

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

Secondary Types:

- Multi-family Small or Medium

Tertiary Types

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

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

The subject property is within the study area of two plans: *A Plan for the Redevelopment of East Central City* (2004) and the *Walkable 29203 Pedestrian Master Plan* (2017).

The subject property falls within Cluster Three of *A Plan for the Redevelopment of East Central City*. The Plan notes that the corner intersection of Harden, Colonial, and Farrow is a significant intersection and potential gateway for the study area. The Plan identifies a land use of institutional for the site (Section 4C, Page 8), and proposes an Urban Boulevard for Colonial Drive along the frontage of the property (Section 4D, Page 1). A catalyst project is not identified for the subject property.

The *Walkable 29203 Pedestrian Master Plan* does not make any site specific recommendations for the subject property. More broadly, the Plan emphasizes improving the pedestrian environment and providing access to healthy foods throughout the 29203 zip code.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned General Commercial (GC) by Richland County. Surrounding parcels within the City of Columbia are currently zoned Office and Institutional District (C-1) to the West and North, General Commercial District (C-3) to the North and Heavy Industrial District (M-2) to the East and South.

The proposed City of Columbia zoning district is General Commercial (C-3).

General Commercial District (C-3)

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

STAFF RECOMMENDATION

Staff recommends that City Council annex the property and assign future land use classification of Urban Core Community Activity Center (UCAC-2) and zoning of General Commercial District (C-3) at the time of annexation.



Future Land Use Map

2916 Colonial Drive, TMS# 11503-06-30

33.a

Existing Richland County FLU: Mixed Residential (High Density); Proposed FLU: UCAC-2

Department of Planning & Development Services

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
- 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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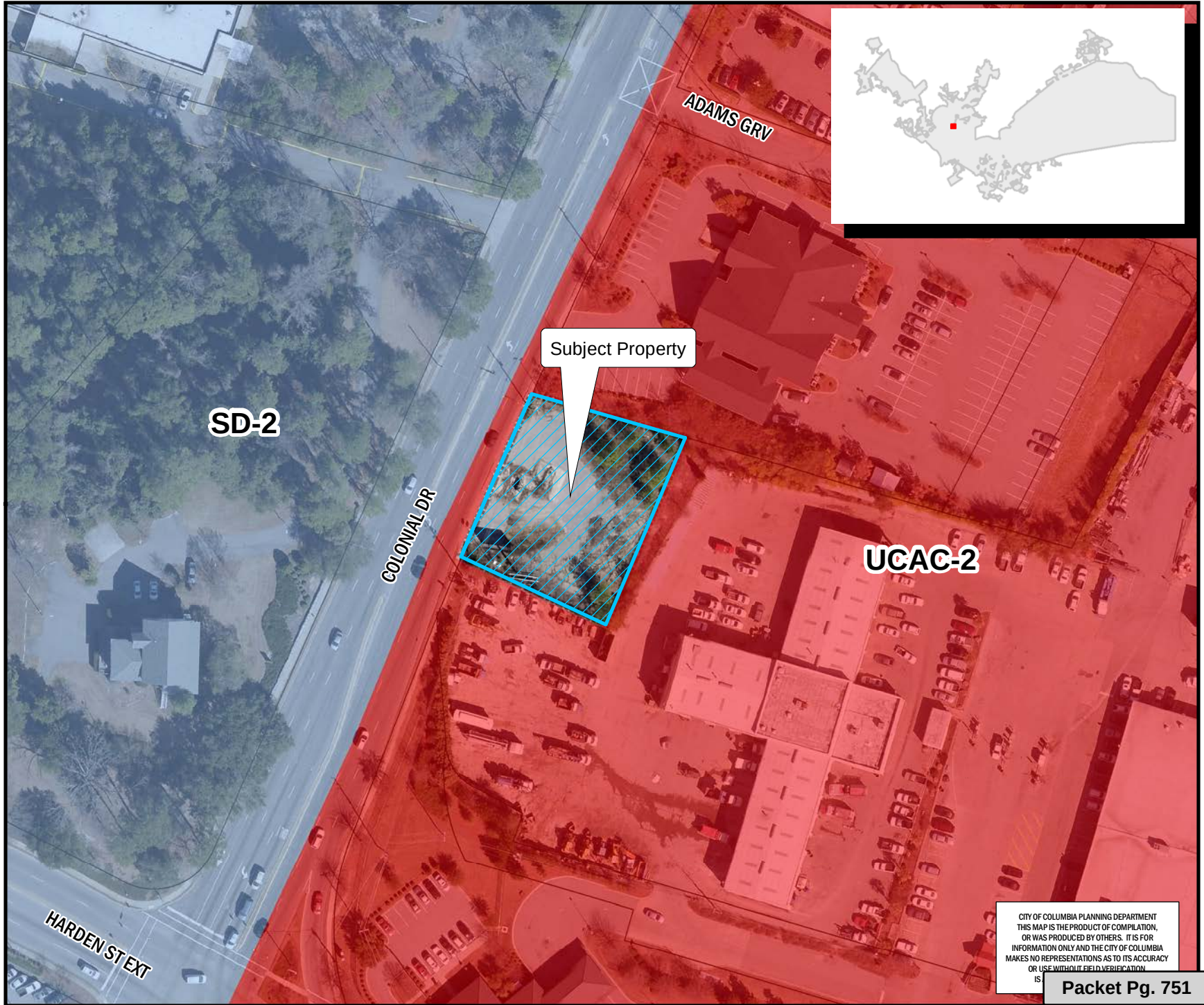
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
January 22, 2018



We Are Columbia



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Packet Pg. 751

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

2916 Colonial Drive, TMS# 11503-06-30;
Existing Richland County Zoning: GC, Proposed Zoning: C-3

33.a

Legend

CITY LIMITS
 PARCELS

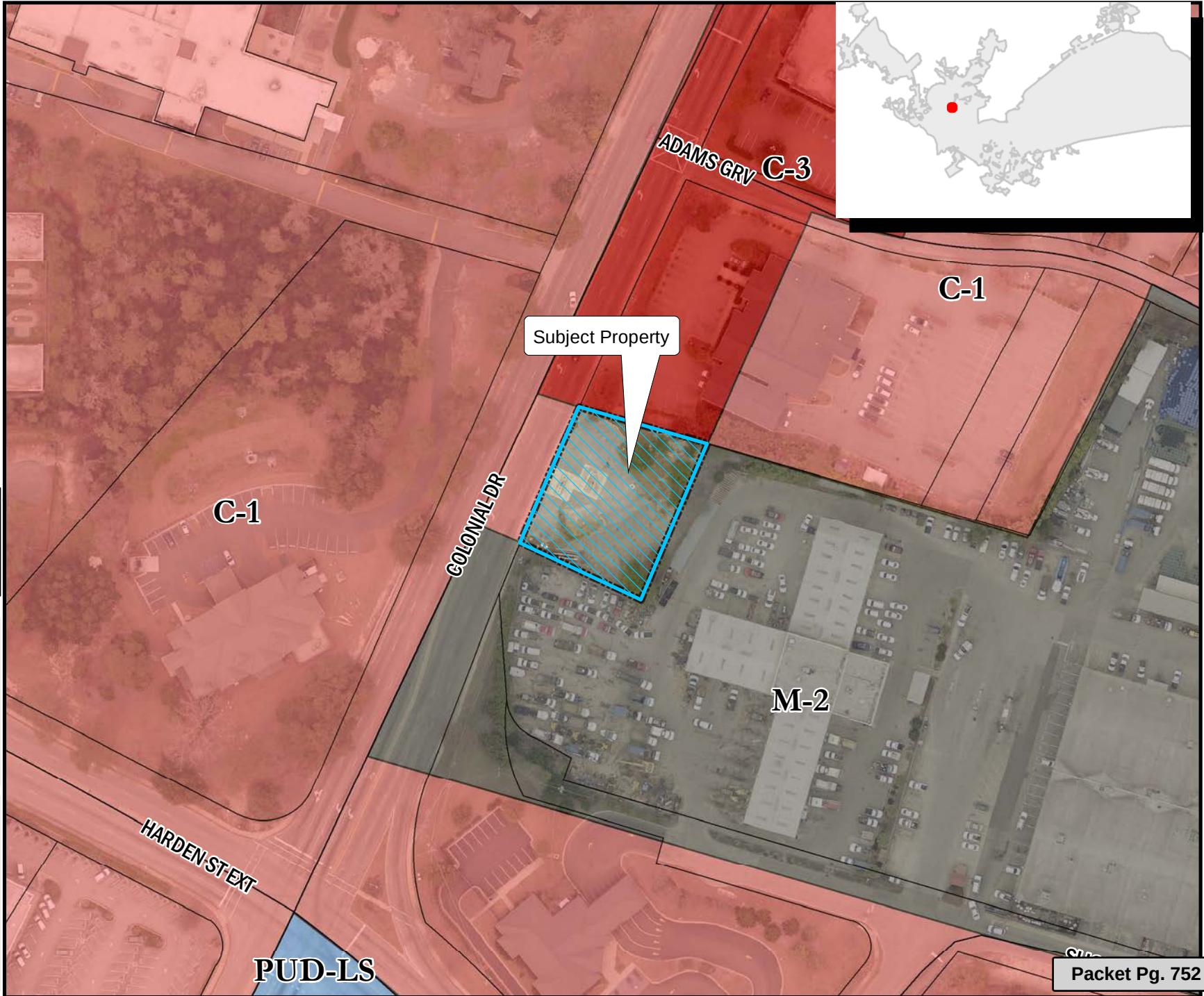
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
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ORDINANCE NO.: 2018-020

*Annexing and Incorporating 2916 Colonial Drive, Richland County TMS# 11503-06-30
into the Plan Columbia Land Use Plan Putting the
Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015*

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

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

WHEREAS, City Council adopted the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2018, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be zoned General Commercial District (C-3), apportioned to City Council District 2, Census Tract 9 and 10, contains 0.43 acres, and shall be assigned a land use classification of Urban Core Community Activity Center (UCAC-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11503-06-30

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

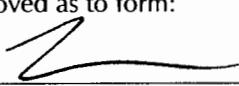
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2018-020

All that certain piece, parcel and tract of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and containing 0.43 acres, more or less, and being more fully shown and delineated on a plat of same surveyed for Donald Gary Jones and Barbara Lynn Jones by Lucius D. Cobb, Sr., R.L.S., dated October 4, 1995 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 280 at Page 2996; said property having the following course, metes, measurements, boundaries and distances as shown on the aforesaid plat, to wit:

Beginning at a point on the northwest boundary of said property, where said property adjoins the right-of-way on Colonial Drive and which is 233' +/- to Adams Grove and running S 71°53'00" E, for a distance of 124.97' along property now or formerly of James M. Wallace, Jr., to a point; thence turning and running S 25°25'04" W, for a distance of 158.60' along property now or formerly of the City of Columbia, to a point; thence turning and running N 63°25'25" W, for a distance of 125' along property now or formerly of the City of Columbia; thence turning and running N 23°32'03" E, for a distance of 39.89' along the right-of-way of Colonial Drive, to a point; thence turning and running N 26°44'52" E, for a distance of 100.36' to the point of beginning.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: January 26, 2018

RE: **Property Addresses:** 2916 Colonial Drive
Richland County TMS#: 11503-06-30
Owner(s): WAT Properties Inc. of Columbia
Current Use: Vacant
Proposed Use: Vacant
Current County Land Use: Mixed Residential – High Density
Proposed City Land Use: Urban Core Community Activity Center (UCAC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (C-3)
Reason for Annexation: Contiguous/Donut Hole
City Council District: 2
Census Tract: 9 and 10

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 5, 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.

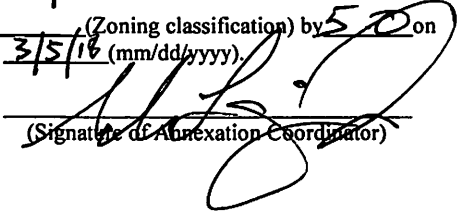
/atl

Attachments

cc:	S. Allison Baker, Sr. Assistant City Manager Clint Shealy, Assistant City Manager Aubrey Jenkins, Fire Chief Joseph Jaco, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Gloria Saaed, Community Development Director Greg Williams, Deputy Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Carolyn Wilson, Police Planning & Research Alfreda Tindall, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager William Holbrook, Police Chief Teresa Knox, City Attorney Dana Higgins, Director, Engineering Jan Alonso, Finance Director Jeff Palen, Assistant City Manager/CFO George Adams, Fire Marshal Brian Cook, Zoning Administrator Kimberly Gathers, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Zach Kay, Dev. Center Administrator
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Planning Commission Land Use Recommendation: UCAC-2 (Land Use classification) by SD on 3/5/18 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by SD on 3/5/18 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

2916 Colonial Drive, TMS# 11503-06-30

33.b

Existing Richland County FLU: Mixed Residential (High Density); Proposed FLU: UCAC-2

Department of Planning & Development Services

Legend

-  CITY LIMITS
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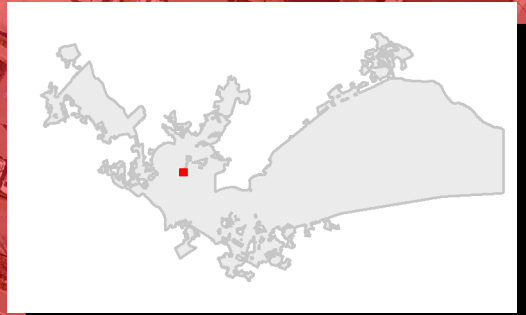
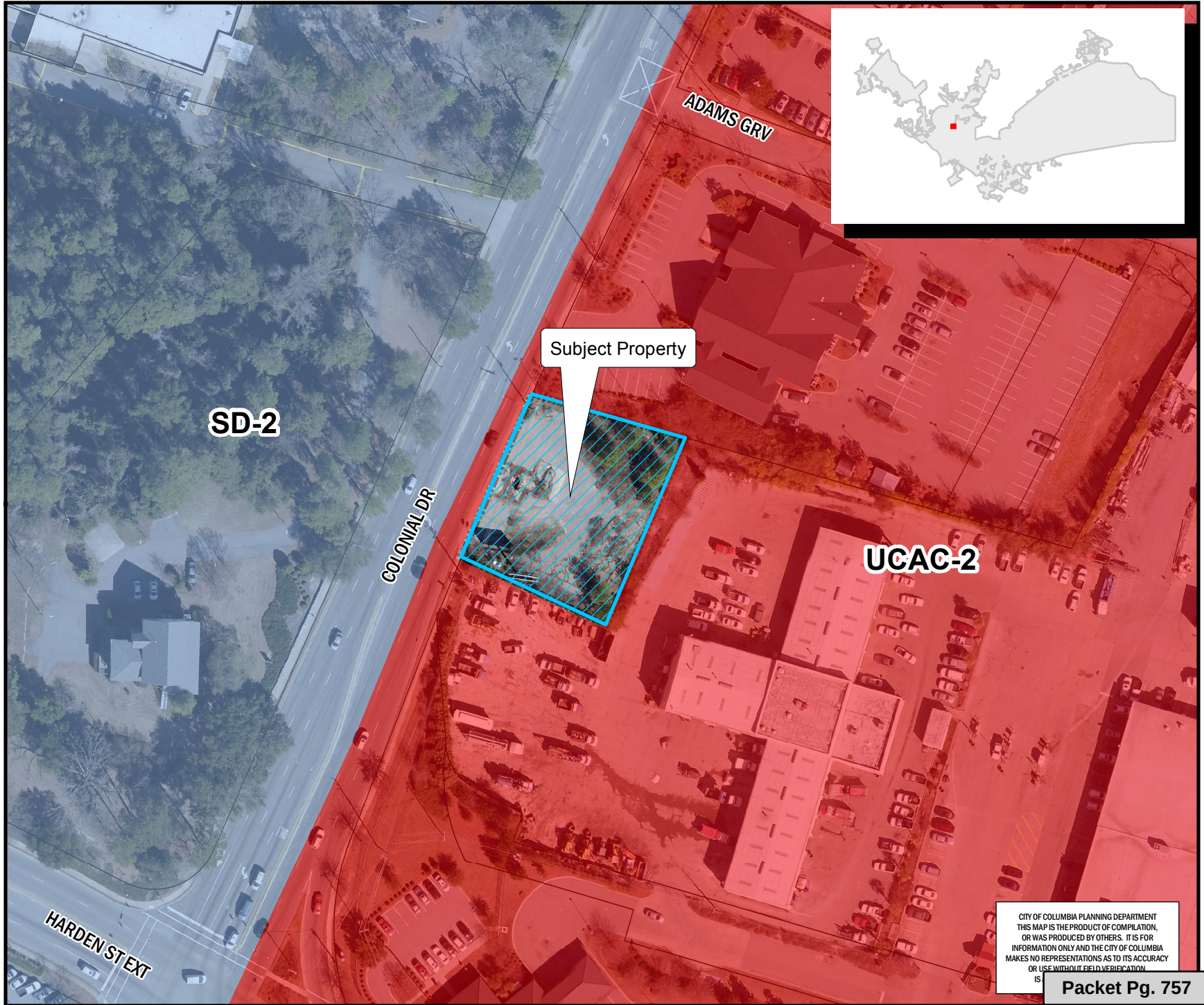
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Packet Pg. 757

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

2916 Colonial Drive, TMS# 11503-06-30;
Existing Richland County Zoning: GC, Proposed Zoning: C-3

33.b

Legend

 CITY LIMITS
 PARCELS

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



0 25 50 100
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

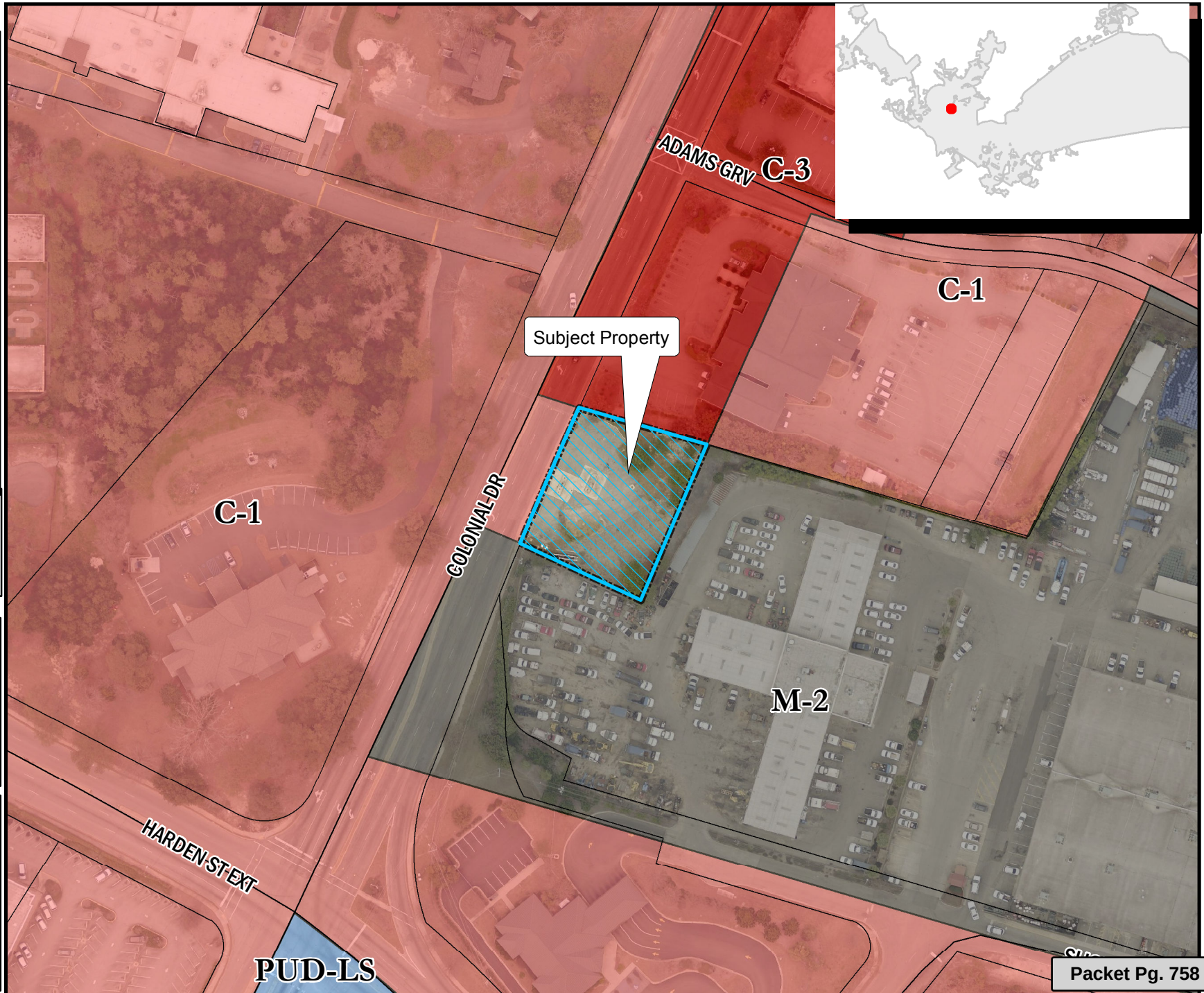
Shane Shaughnessy
January 22, 2018

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We Are Columbia



Packet Pg. 758

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

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

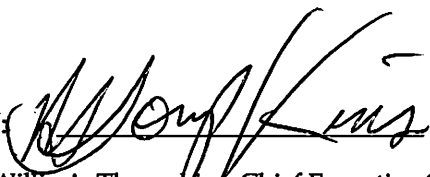
Property Description: ALL that certain piece, parcel or tract of land, situate, lying and being in Richland County, near the City of Columbia, South Carolina, located on Colonial Drive, and containing 0.43 acres, more or less, and being more fully shown and delineated on a plat of same surveyed for Donald Gary Jones and Barbara Lynn Jones, by Lucius D. Cobb, Sr., R.L.S., dated October 4, 1995 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 280 at Page 2996; said property having the following courses, metes, measurements, boundaries and distances as shown on the aforesaid, plat to wit:

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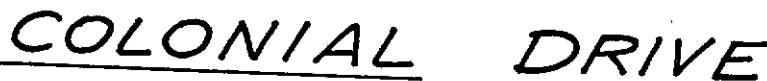
Richland County TMS: 11503-06-30

Property Address: 2916 Colonial Drive

WAT Properties Inc. of Columbia

BY: 
 Willie A. Thompson, Chief Executive Officer

Date: 1-20-18



DONALD GARY JONES
BARBARA LYNN JONES

7. I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN. THAT THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN HEREON. THAT THE AREA SHOWN HEREON () (IS NOT) LOCATED IN A FLOOD HAZARD AREA."

GRAPHIC SCALE

LUCAS D. COBB, SR.
LAND SURVEYOR, INC.
S.C. REG. LAND SURVEYOR NO. 6008
110 FIRETOWER ROAD
IRMO, S.C. 29062
(803) 781-8020



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT - 638
Bluff Road (p); TMS# 11203-05-04(p)

PURPOSE: Ordinance No.: 2018-019 - Annexing and Incorporating 638
Bluff Road (portion), Richland County TMS# 11203-05-04(p)
into the Plan Columbia Land Use Plan Putting the Pieces
Together adopted by Ordinance No.: 2015-014 on February 17,
2015

Council District: 3

Proposal: Request to annex, assign land use classification of
Urban Core Neighborhood Activity Center (UCAC-1) and
assign zoning of General Commercial District (C-3). The
property is currently classified as Mixed Residential-High
Density and zoned General Commercial (GC) by Richland
County.

Applicant: 638 Bluff Road, LLC

Staff Recommendation: Approval

PC Recommendation: 03/05/2018; Approval (5-0)

FINANCIAL IMPACT:

STRATEGIC GOALS: Connect the City's neighborhoods and business dist, Provide
high quality municipal services

ATTACHMENTS:

- **#a:** ANNEX_Bluff638 (PDF)
- **#b:** 2018-019 annex-incorporate 638 Bluff Road (PDF)



CITY COUNCIL

MAY 15, 2018 at 6:00 pm

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

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 638 Bluff Road (p); TMS# 11203-05-04(p)

Council District: 3

Proposal: Request to annex, assign land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and assign zoning of General Commercial District (C-3). The property is currently classified as Mixed Residential-High Density and zoned General Commercial (GC) by Richland County.

Applicant: 638 Bluff Road, LLC

Staff Recommendation: Approval

PC Recommendation: 03/05/2018; Approval (5-0)

ZPH, 1st Reading: 05/15/2018; Pending

2nd Reading: 06/05/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.05 acres
Current Use: Restaurant (parking)
Proposed Use: Restaurant (parking/landscaping)
Reason for Annexation: Redevelopment
Urban Service Area: Donut Hole
Current Richland County Land Use: Mixed Residential-High Density
Proposed Land Use Classifications: Urban Core Neighborhood Activity Center (UCAC-1)
Current Richland County Zoning: General Commercial (GC)
Proposed Zoning: General Commercial (C-3)
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 not result in an increased number of calls for services and the annual cost to the CPD will be negligible. This property is a small portion of a larger property that is already in the City of Columbia and most, if not all, of any anticipated calls for service would be associated with the portion of the property already within the City limits.

Fire

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

Solid Waste

The business is on a portion of this property that is already within the City limits. Furthermore, it is anticipated that the business will utilize a private dumpster service and thus there is no anticipated cost to Solid Waste associated with this annexation.

Engineering

Because the building associated with this property is already in the City of Columbia and water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

Annexation will not change the water or sewer rates for the customer, as the building is already within the City limits.

Planning & Development Services

This property is within a “Donut Hole” surrounded by the City of Columbia and we recommend annexation of this property.

This 2,203 sq. ft. sliver of property was recently subdivided off of an adjacent parcel and combined with the current parcel. It will consist mostly of landscaping and a fraction of several parking spaces for the redevelopment of the Jaco’s Corner property, which is already within the City limits. It is difficult to estimate what increase in value, if any, this sliver will bring to the remainder of the parcel, especially as the redevelopment of the combined parcel is already underway. For these reasons, staff believes that there will be neither additional revenue nor cost to the City as a result of this annexation.

* Estimated City Tax Revenue is based on 2017 millage for real property and calculated as: (((Tax Value*Tax Rate)*City Millage Rate (.0981))-(Tax Value*Local Option Sales Tax Rebate (.002209))).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “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 classification for the subject property is Urban Core Neighborhood Activity Center (UCAC-1); the property is currently classified as Mixed Residential-High Density by Richland County.

Urban Core Neighborhood Activity Centers are small collections of primarily business uses, developed within the urban grid of Columbia’s neighborhoods. These centers occur along major roadways through neighborhoods and

provide services and retail to a market within the immediate neighborhood, or within a ¼-mile to 1-mile radius, but may capture traffic moving through the neighborhood on the way to other destinations. These centers typically occupy only parts of a City block and consist of just a few storefronts, 2-3 story mixed-use buildings, and have limited on-site parking. Their scale and architecture are similar to the surrounding neighborhood. They may be found as nodes in Urban Core mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods. They do not display a significantly different subdivision pattern from the surrounding neighborhood.

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 and 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 and Corridor Plan* (2017). The Plan recommended the adoption of the UCAC-1 future land use classification, noting that development within the Mill District's UCAC-1 areas should reflect a mill district vernacular architecture, occur at a small to medium scale, and reflect the patterns of adjacent neighborhoods (Page 33). During public comment, Jaco's Corner (the subject property) was identified as an opportunity for a gateway to the Mill District (Page 7), and several participants identified the location as the heart of the Mill District (Pages 101 and 119). No implementation strategies were made which were specific to this property, which is a small sliver of the Jaco's Corner property.

PROPOSED ZONING DISTRICT SUMMARY

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

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 City Council annex the property, assign future land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and General Commercial District (C-3) at the time of annexation.



Future Land Use Map

638 Bluff Road(p), TMS# 11203-05-04(p);
Existing Richland County FLU: Mixed Residential-High Density; Proposed FLU: UCAC-1

34.a

Department of Planning &
Development Services

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



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Feet

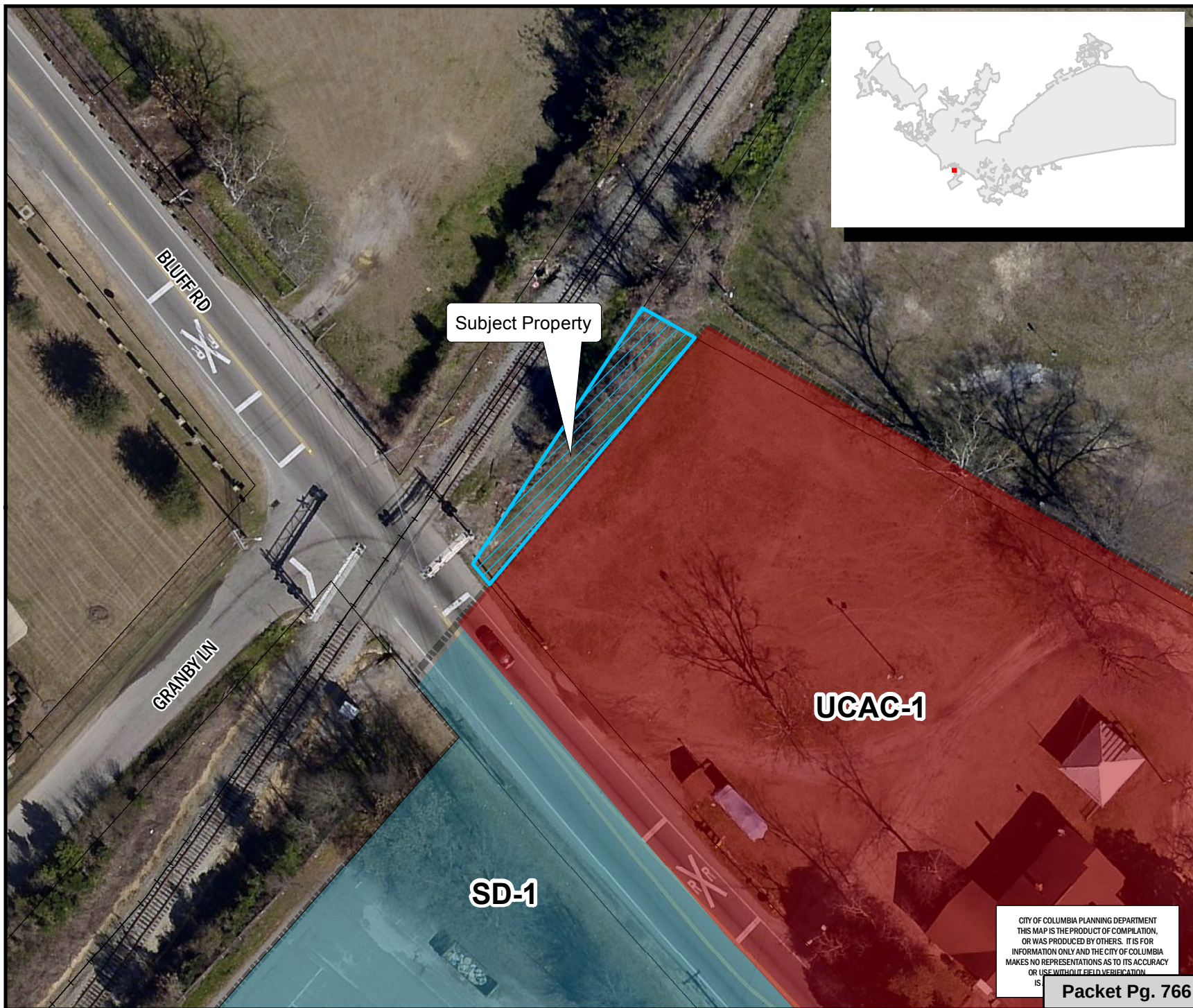
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
February 12, 2018



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IS

Packet Pg. 766

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

638 Bluff Road(p), TMS# 11203-05-04(p);
Existing Richland County Zoning: GC, Proposed Zoning: C-3

34.a

Legend

CITY LIMITS
 PARCELS

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

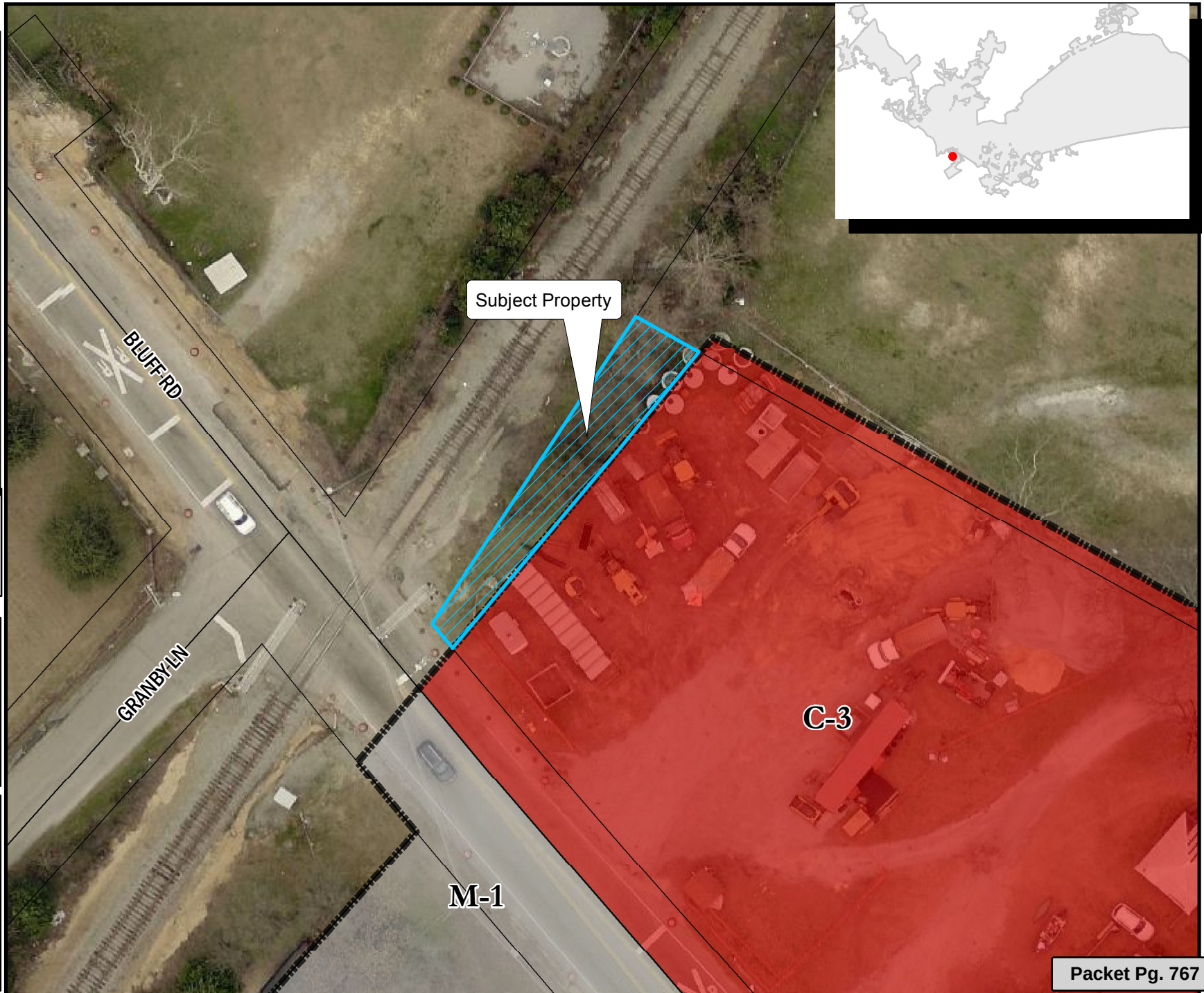
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
February 12, 2018

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We Are Columbia



ORDINANCE NO.: 2018-019

*Annexing and Incorporating 638 Bluff Road(portion), Richland County TMS# 11203-05-04(p)
into the Plan Columbia Land Use Plan Putting the
Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015*

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

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

WHEREAS, City Council adopted the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2018, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be zoned General Commercial District (C-3), apportioned to City Council District 3, Census Tract 28, contains 0.05 acres, and shall be assigned a land use classification of Urban Core Neighborhood Activity Center (UCAC-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11203-05-04(p)

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.: 2018-019

All that certain piece, parcel and tract of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and shown as 0.05 acre, 2,203 square feet on that certain plat prepared for 638 Bluff Road LLC, prepared by William M. Brasington, SCPLS#9312, Belter & Associates, Inc., dated March 28, 2017, revised August 30, 2017 and having the following metes and bound description:

BEGINNING at a mag nail located at Bluff Road and Rosewood Drive and running along Bluff Road in a northwesterly direction N43°57'50"W at a distance of 181.08 feet to a ½" rebar; thence N42°03'07"W a distance of 189.78 feet to a ½" rebar, said ½" rebar being the point and place of Beginning; thence continuing along the curve of Bluff Road N42°01'54"W a distance of 10.52 feet, an arc of 10.52 feet and radius of 2844.19 feet to a ½" rebar; thence turning and running in a northeasterly direction along Seaboard Coastline Railroad siding N32°15'27"E a distance of 115.33 feet to a ½" rebar, thence turning and running in a southeasterly direction along property now or formerly of Seawell & Sons LLC S61°43'15"E a distance of 27.31 feet to a ½" rebar; thence turning and running in a southwesterly direction S40°22'11"W a distance of 121.29 feet to a ½" rebar, said ½" rebar being the point and place of Beginning.

Said plat is recorded in the Office of the Register of Deeds for Richland County in Plat Book 2241 at page 2845 and is incorporated into this description by this reference.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: February 13, 2018
 RE: **Property Addresses:** 2,203 square foot portion of 638 Bluff Road
Richland County TMS#: 11203-05-04 (portion)
Owner(s): 638 Bluff Road, LLC
Current Use: Restaurant (parking)
Proposed Use: Restaurant (parking/landscaping)
Current County Land Use: Mixed Residential – High Density
Proposed City Land Use: Urban Core Neighborhood Activity Center (UCAC-1)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (C-3)
Reason for Annexation: Redevelopment/Donut Hole
City Council District: 3
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 **March 5, 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.

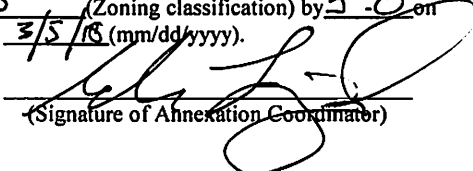
/atl

Attachments

cc:	Clint Shealy, Assistant City Manager Aubrey Jenkins, Fire Chief Joseph Jacob, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Gloria Saaed, Community Development Director Gloria Saaed, Community Development Director Greg Williams, Deputy Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Carolyn Wilson, Police Planning & Research Alfreda Tindall, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager William Holbrook, Police Chief Teresa Knox, City Attorney Dana Higgins, Director, Engineering Jan Alonso, Finance Director Jeff Palen, Assistant City Manager/CFO George Adams, Fire Marshal Rachel Bailey, Deputy Zoning Administrator Kimberly Gathers, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Zach Kay, Dev. Center Administrator
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Planning Commission Land Use Recommendation: UCAC-1 (Land Use classification) by 5-0 on 3/5/18 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 5-0 on 3/5/18 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

638 Bluff Road(p), TMS# 11203-05-04(p);
Existing Richland County FLU: Mixed Residential-High Density; Proposed FLU: UCAC-1

34.b

Department of Planning &
Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
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- UEMF - Urban Edge Multi-Family
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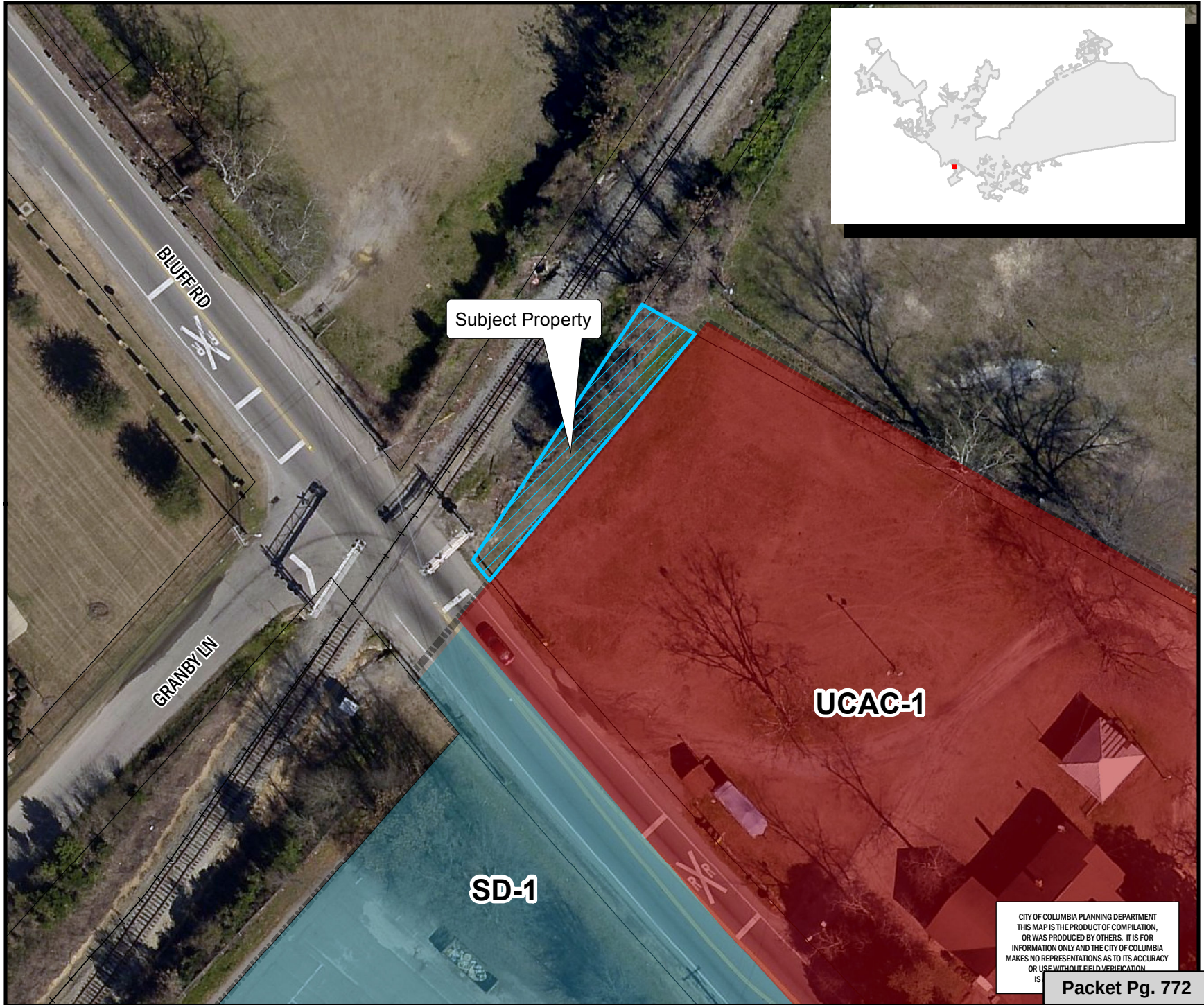
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This map was prepared by:

Shane Shaughnessy
February 12, 2018



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Packet Pg. 772

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

638 Bluff Road(p), TMS# 11203-05-04(p);
Existing Richland County Zoning: GC, Proposed Zoning: C-3

34.b

Legend



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:

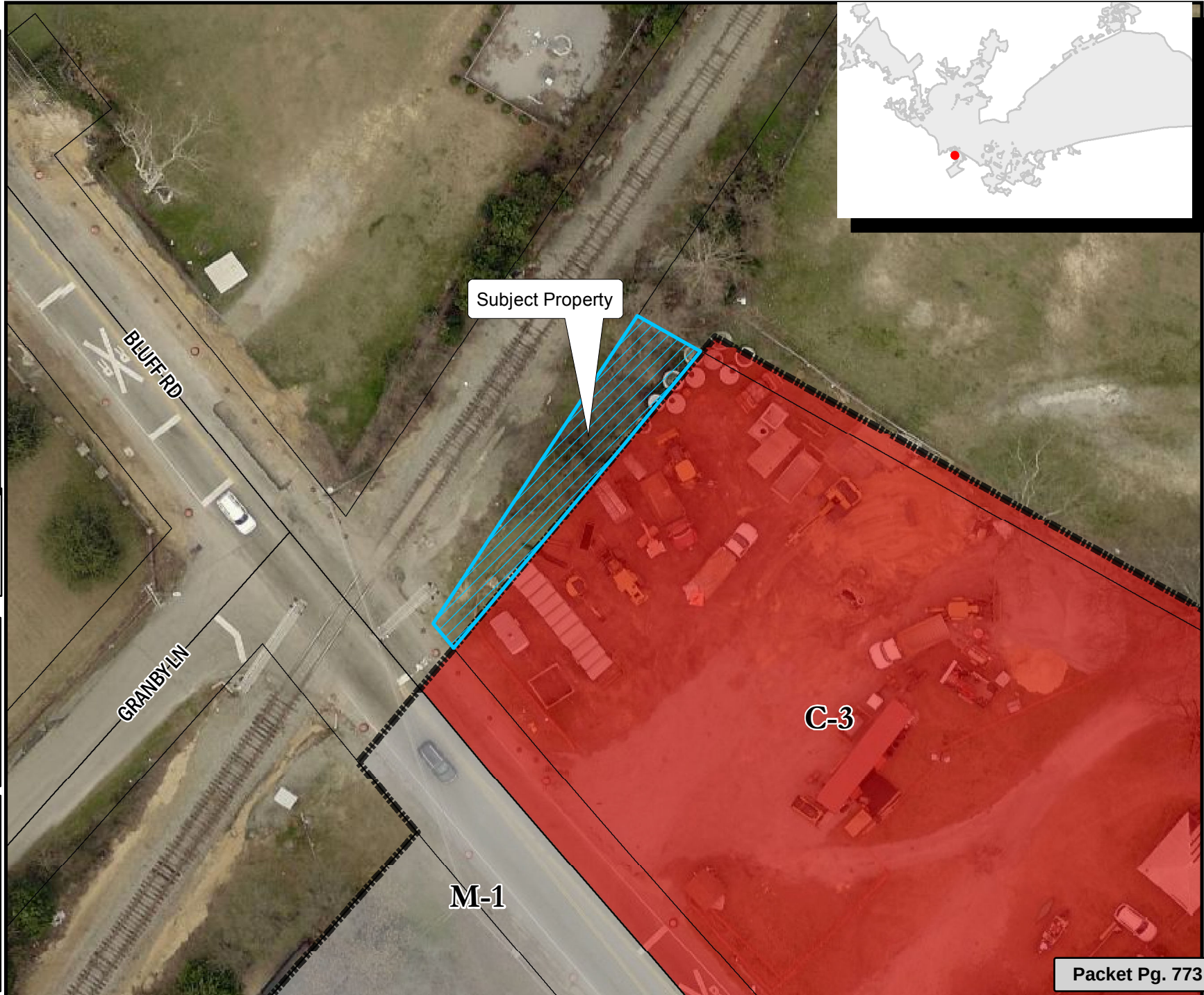
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February 12, 2018

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Subject Property

C-3

M-1

Packet Pg. 773

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

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or tract of land, situate, lying and being near the City of Columbia, County of Richland, State of South Carolina, and shown as 0.05 acre, 2,203 square feet on that certain plat prepared for 638 Bluff Road LLC, prepared by William M. Brasington, SCPLS#9312, Belter & Associates, Inc. dated March 28, 2017, revised August 30, 2017 and having the following metes and bound description:

BEGINNING at a mag nail located at Bluff Road and Rosewood Drive and running along Bluff Road in a northwesterly direction N43°57'50"W at a distance of 181.08 feet to a ½" rebar; thence N42°03'07"W a distance of 189.78 feet to a ½" rebar, said ½ " rebar being the point and place of Beginning; thence continuing along the curve of Bluff Road N42°01'54"W a distance of 10.52 feet, an arc of 10.52 feet and radius of 2844.19 feet to a ½" rebar; thence turning and running in a northeasterly direction along Seaboard Coastline Railroad siding N32°15'27"E a distance of 115.33 feet to a ½" rebar, thence turning and running in a southeasterly direction along property now or formerly of Seawell & Sons LLC S61°43'15"E a distance of 27.31 feet to a ½" rebar; thence turning and running in a southwesterly direction S40°22'11"W a distance of 121.29 feet to a ½" rebar, said ½" rebar being the point and place of Beginning.

Said plat is recorded in the Office of the Register of Deeds for Richland County in Plat Book 2241 at page 2845 and is incorporated into this description by this reference.

Richland County TMS: 11203-05-04 (portion)

Property Address: 2,203 square foot portion of 638 Bluff Road

638 Bluff Road, LLC

BY:



Date:

2/2/2018

JAMES F. KIRKHAM

(Print or Type Name)

Its:

OWNER

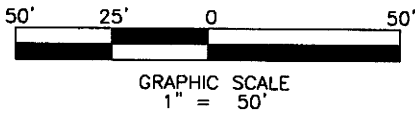
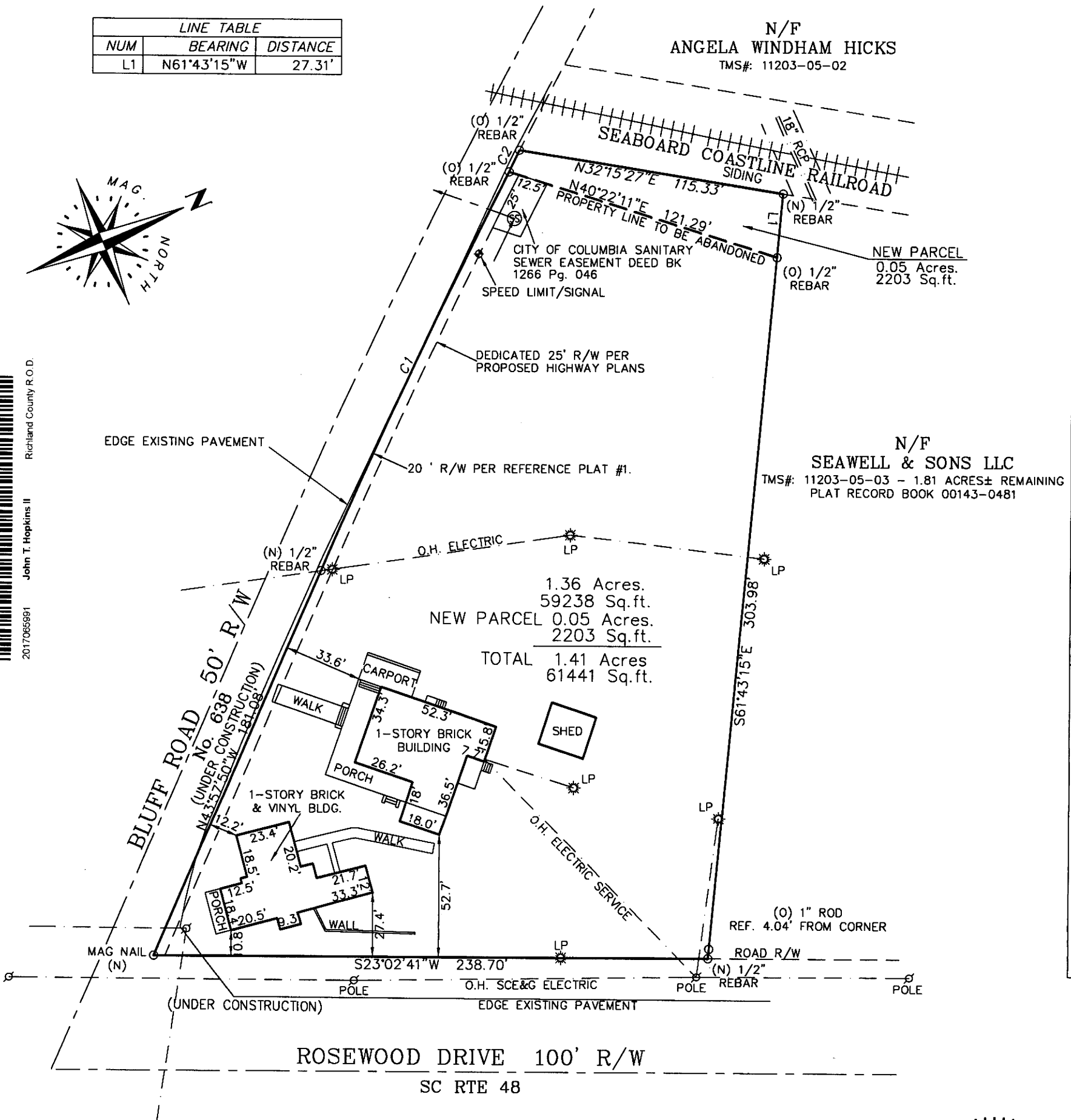
(Print or Type Title)

CURVE TABLE					
NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	3°49'26"	189.82'	2844.19'	S42°03'07"E	189.78'
C2	0°12'43"	10.52'	2844.19'	N42°01'54"W	10.52'

LINE TABLE		
NUM	BEARING	DISTANCE
L1	N61°43'15"W	27.31'



Book 2241-2845
2017065991 09/06/2017 09:59:01.710
Plat Oversized 11 x 17
State Tax: \$0.00
County Tax: \$0.00
Fee: \$10.00
Richland County R.O.D.
John T. Hopkins II
2017065991



REVISED 08-30-2017 TO ADD NEW PARCEL

SURVEY DATE: 03-28-2017	PLAT PREPARED FOR	CITY: NEAR COLUMBIA, SC
LOT AREA: SEE DRAWING		COUNTY: RICHLAND

638 BLUFF ROAD LLC

1. SHOWN AS A PORTION PROPERTY SURVEYED FOR THE T.H. JACO ESTATE BY B.P. BARBER & ASSOCIATES, ENGINEERS, DATED 01-05-1959 AND RECORDED IN THE R.O.D. FOR RICHLAND COUNTY IN PLAT BOOK X PAGE 878.
2. REFERENCE: PROPOSED PLANS FOR RICHLAND COUNTY TRANSPORTATION PENNY PROGRAM, RPP PROJECT No. 425, SCDOT PROJECT ID 0041846, S.C. ROUTE 48 (BLUFF RD.) WIDENING PHASE 1, BY PARRISH & PARTNERS.

RICHLAND COUNTY TMS# 11203-05-04

F.I.R.M. MAP # 45079C - 0135 K DATED: 09-29-10

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT. THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE; EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY. BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

ONLY THE LISTED DOCUMENTS SHOWN HEREON WERE CONSIDERED AS A PART OF THIS SURVEY.

THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE-GROUND VISIBLE STRUCTURES. LOCATIONS OF UNDERGROUND UTILITIES, STRUCTURES AND/OR EASEMENTS MAY VARY FROM LOCATIONS SHOWN HEREON UNLESS DESIGNATED WITH BEARINGS & DISTANCES. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS AND SETBACKS OF RECORD.

THE UNDERSIGNED STATES THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE LOCATION OF THE SUBJECT PROPERTY HAS BEEN CHECKED AGAINST FIRM / FEMA MAPS OR OTHER FLOOD DATA AND FINISHED FLOOR (IS NOT) OR PROPERTY (IS NOT) LOCATED IN A SPECIAL FLOOD HAZARD AREA.

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

William M. Brasington
WILLIAM M. BRASINGTON SCPLS # 9312



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT CASE
SUMMARY - 1321 Piney Grove Road; TMS# 06200-01-15

PURPOSE: Ordinance No.: 2018-018 - Annexing and Incorporating 1321
Piney Grove Road, Richland County TMS# 06200-01-15 into
the Plan Columbia Land Use Plan Putting the Pieces Together
adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 1

Proposal: Request to annex, assign land use classification of
Urban Edge Mixed Residential (UEMR) and assign zoning of
General Residential District (RG-2). The property is currently
classified as Mixed Residential-High Density/Mixed Use
Corridor and zoned GC by Richland County.

Applicant: Jimmy Love Land, LLC

Staff Recommendation: Approval

PC Recommendation: 04/09/2018; Approval (6-0)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX-2018-0005_1321PineyGrove (PDF)
- **#b:** 2018-018 annex-incorporate 1321 Piney Grove (PDF)



CITY COUNCIL

May 15, 2018 at 6:00 pm

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

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 1321 Piney Grove Road; TMS# 06200-01-15

Council District: 1

Proposal: Request to annex, assign land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of General Residential District (RG-2). The property is currently classified as Mixed Residential-High Density/Mixed Use Corridor and zoned GC by Richland County.

Applicant: Jimmy Love Land, LLC

Staff Recommendation: Approval

PC Recommendation: 04/09/2018; Approval (6-0)

ZPH, 1st Reading: 05/15/2018; Pending

2nd Reading: 06/05/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 8.61 acres
Current Use: Vacant
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Long Range Area
Current Richland County Land Use: Mixed Residential-High Density/Mixed Use Corridor
Proposed Land Use Classifications: Urban Edge Mixed Residential (UEMR)
Current Richland County Zoning: GC
Proposed Zoning: General Residential District (RG-2)
Census Tract: 103.04

DETERMINATION FOR CITY SERVICES

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

Police

We find that the proposed annexation will result in an increased number of calls for services and will cost the CPD approximately **\$21,700** annually to provide service for the proposed 92 single-family attached residences based upon current calls for service in nearby areas of the City of Columbia.

Fire

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

Solid Waste

The cost associated with solid waste service for this property is **\$187.00** annually per household.

Engineering

Because water lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. This property is serviced by another sewer provider as it is outside of the City of Columbia sewer service area.

Water Customer Care

As the property is currently vacant, annexation will result in an approximately 92 new residential City of Columbia Water Customers.

Planning & Development Services

As the City already provides services to a number of properties on this side of the intersection of Broad River and Piney Grove Roads, we recommend annexation of this property. The proposed development consists of approximately 92 single-family attached residences to be constructed in 5 phases. Assuming that the majority of the residences are owner-occupied, the estimated annual City property tax revenue generated for this development would be approximately **\$18,000**; if a substantial number of the residences are rented, the revenue would be higher.

* Estimated City Tax Revenue is based on 2017 millage for real property and calculated as: (((Tax Value*Tax Rate)*City Millage Rate (.0981))-(Tax Value*Local Option Sales Tax Rebate (.002209))).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Long Range 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.

Long Range areas include parcels that are anticipated for future growth and urban service expansion, but are currently lacking in basic service availability. The basis for this area is the Water Service Boundary established in the Comprehensive Plan which was then modified for the establishment of an Urban Service Area through a more detailed analysis of existing development and growth of adjacent municipalities. Long Range areas periodically will need to be reviewed to determine whether the status needs revision due to change in conditions.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Edge Mixed Residential (UEMR); the property is currently classified as Mixed Residential-High Density/Mixed Use Corridor by Richland County.

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with specific street and block patterns adjacent to other subdivisions or neighborhoods with a different subdivision street and block

pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.

Primary Types:

- Single-family Detached

Secondary Types:

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small and Medium

Tertiary Types

- Small Format Business/Employment
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

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

The subject property is within the study area of the *Broad River Road Corridor and Community Master Plan*, which was adopted by Richland County Council in December 2010. The subject property falls within the Piney Grove Neighborhood Sub-Area as delineated by the Plan. The Plan as a whole recommends a transit-oriented development approach for the study area, noting areas for potential redevelopment and catalyst projects. The property is located within the Piney Grove Village Center, which is identified as a Transition Mixed-Use District. The Plan indicates that the Transition Mixed-Use District is characterized by a “medium-density, neighborhood-scaled mix of uses” (pg. 34). The Plan envisions that the development of the Piney Grove Activity Center... [would] create an identity for the area by capitalizing on its proximity to the State Forest facility and proposed trail network” (pg. 44). The catalyst project recommended for the neighborhood was the development of a trailhead, community garden, and farmers’ market (pg. 45).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned Office and Institutional District (C-1) and Neighborhood Commercial District (C-2) to the East. Surrounding parcels within unincorporated Richland County are currently zoned RM-HD and GC to the South, OI and RM-HD to the West and OI to the North.

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

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.

STAFF RECOMMENDATION

Staff recommends City Council annex the property, assign future land use classification of Urban Edge Mixed Residential (UEMR) and General Residential District (RG-2) at the time of annexation.

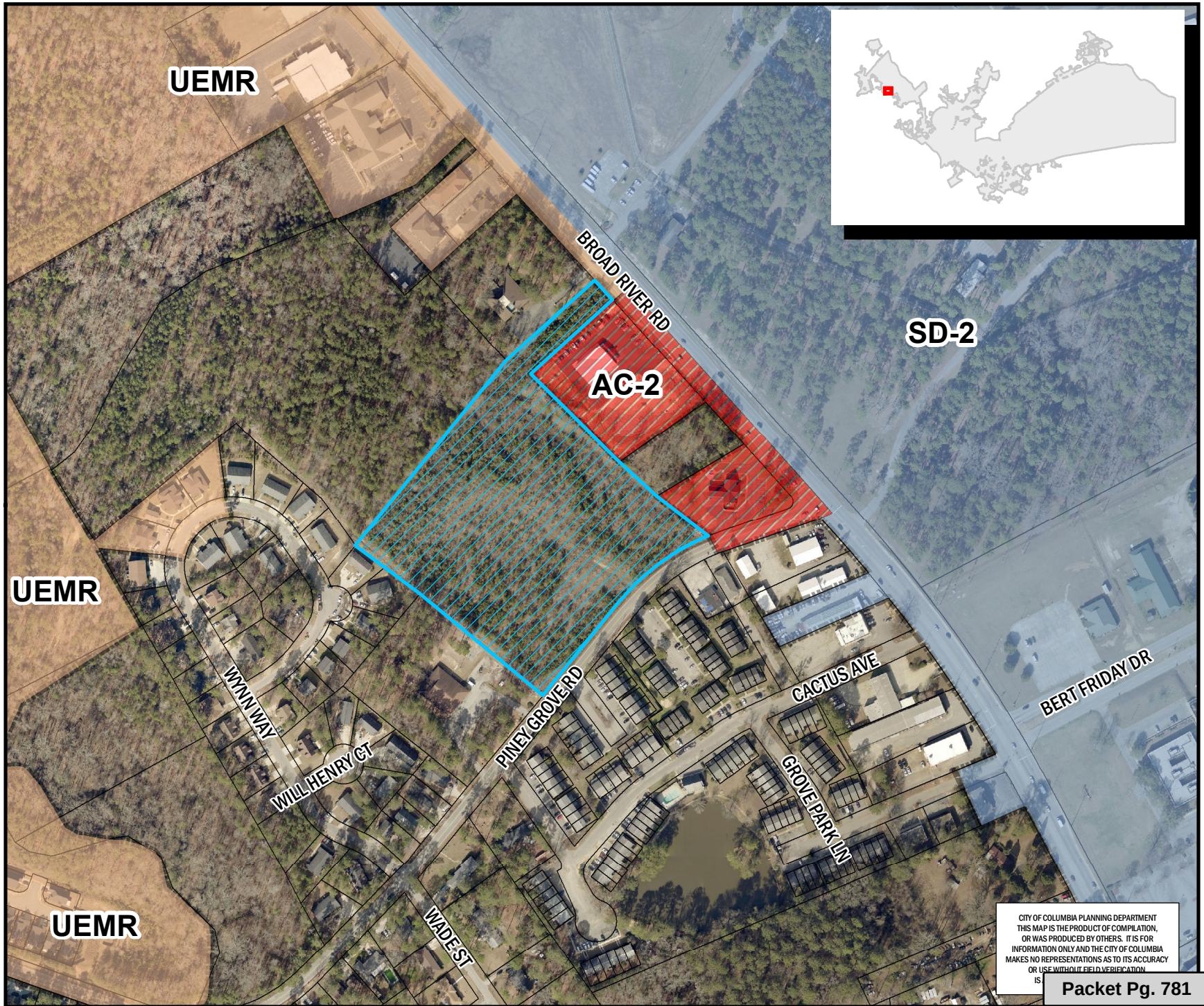


Future Land Use Map

Department of Planning & Development Services

1321 Piney Grove Road, TMS# 06200-01-15;
Existing Richland Co FLU: Mixed Residential-High Density/Mixed Use
Proposed FLU: Urban Edge Mixed Residential (UEMR)

35.a



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
March 14, 2018



We Are Columbia

CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
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Packet Pg. 781

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

1321 Piney Grove Road, TMS# 06200-01-15;
Existing Richland Co Zoning: GC; Proposed Zoning: RG-2

35.a

Legend

 CITY LIMITS
 PARCELS

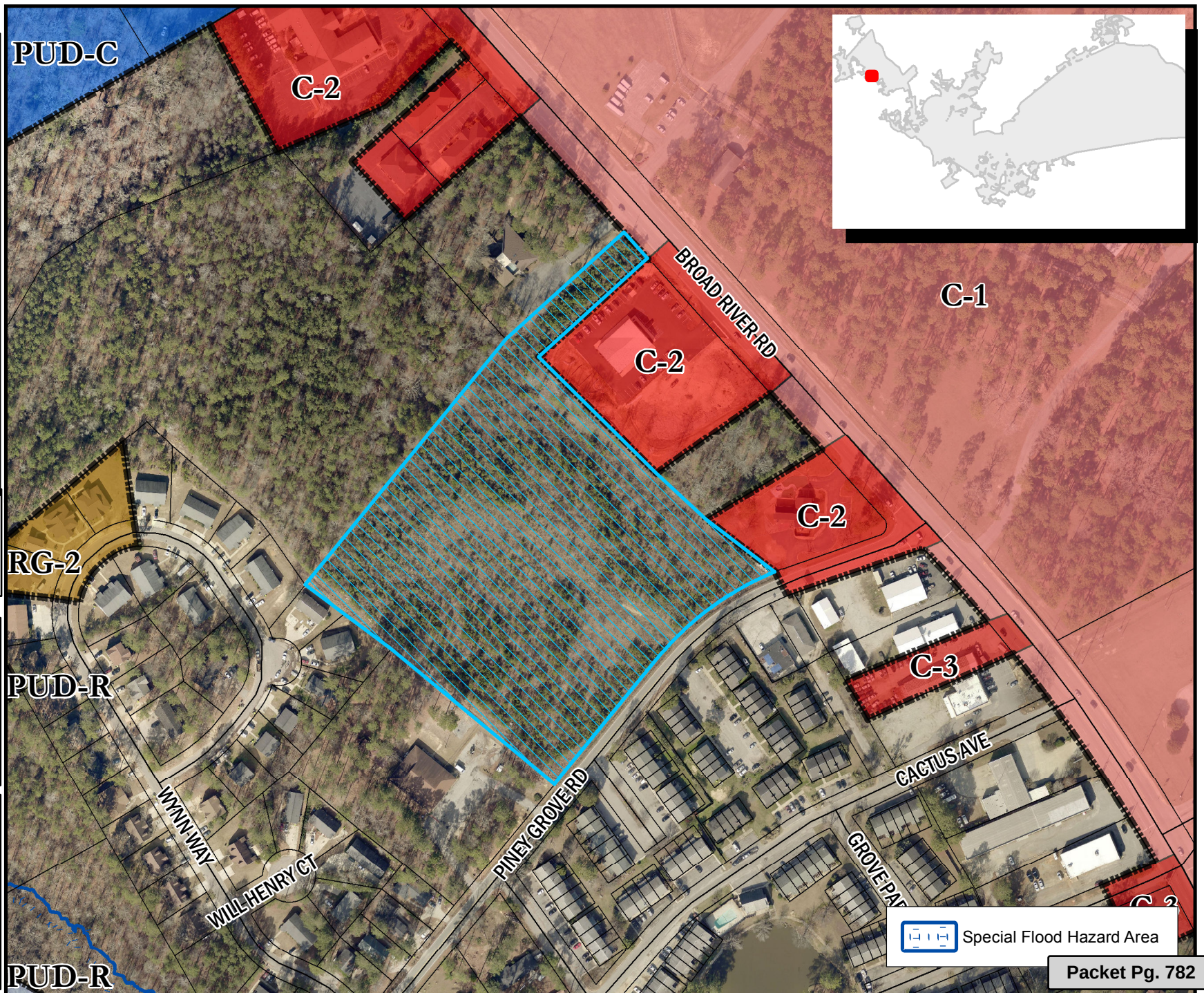
 D-1	 C-1
 RS-1	 C-2
 RS-1A	 C-3
 RS-1B	 C-3A
 RS-2	 C-4
 RS-3	 C-5
 RD	 M-1
 RD-2	 M-2
 RG-1	 PUD-C
 RG-1A	 PUD-LS
 RG-2	 PUD-LS-E
 RG-3	 PUD-LS-R
 UTD	 PUD-R
 MX-1	 OUT OF CITY
 MX-2	



0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
March 14, 2018

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 Special Flood Hazard Area

Packet Pg. 782

ORDINANCE NO.: 2018-018

*Annexing and Incorporating 1321 Piney Grove Road, Richland County TMS# 06200-01-15
into the Plan Columbia Land Use Plan Putting the
Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015*

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

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

WHEREAS, City Council adopted the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2018, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be zoned General Residential District (RG-2), apportioned to City Council District 1, Census Tract 103.04, contains 8.61 acres, and shall be assigned a land use classification of Urban Edge Mixed Residential (UEMR).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 06200-01-15

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.: 2018-018

All that certain piece, parcel and tract of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 8.61 acres, more or less, being shown and delineated as "Parcel A" on a Final Subdivision/Lot Split Plat prepared for Pine Hills Development Group, LLC by American Engineering Consultants, Inc., dated February 13, 2007 and recorded in the Office of the Register of Deeds for Richland County in Book 1301 at Page 1227. Reference is hereby craved to said plat for a more complete and accurate description of the metes and bounds of said property.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: March 14, 2018

RE: **Property Address:** 1321 Piney Grove Road
Richland County TMS#: 06200-01-15
Owner(s): Jimmy Love Land, LLC
Current Use: Vacant
Proposed Use: Residential
Current County Land Use: Mixed Residential – High Density / Mixed Use Corridor
Proposed City Land Use: Urban Edge Mixed Residential (UEMR)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Residential (RG-2)
Reason for Annexation: Municipal Services/Long Range Area
City Council District: 1
Census Tract: 103.04

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

Planning & Development Services staff will see to it that this matter is placed on the **April 9, 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.

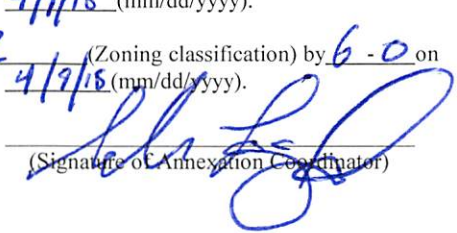
/atl

Attachments

cc: Clint Shealy, Assistant City Manager Aubrey Jenkins, Fire Chief Joseph Jaco, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Gloria Saaed, Community Development Director Gloria Saaed, Community Development Director Greg Williams, Deputy Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Carolyn Wilson, Police Planning & Research Alfreda Tindall, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager William Holbrook, Police Chief Teresa Knox, City Attorney Dana Higgins, Director, Engineering Jan Alonso, Finance Director Jeff Palen, Assistant City Manager/CFO George Adams, Fire Marshal Rachel Bailey, Deputy Zoning Administrator Kimberly Gathers, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Zach Kay, Dev. Center Administrator
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Planning Commission Land Use Recommendation: UEMR (Land Use classification) by 6-0 on 4/9/18 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RG-2 (Zoning classification) by 6-0 on 4/9/18 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

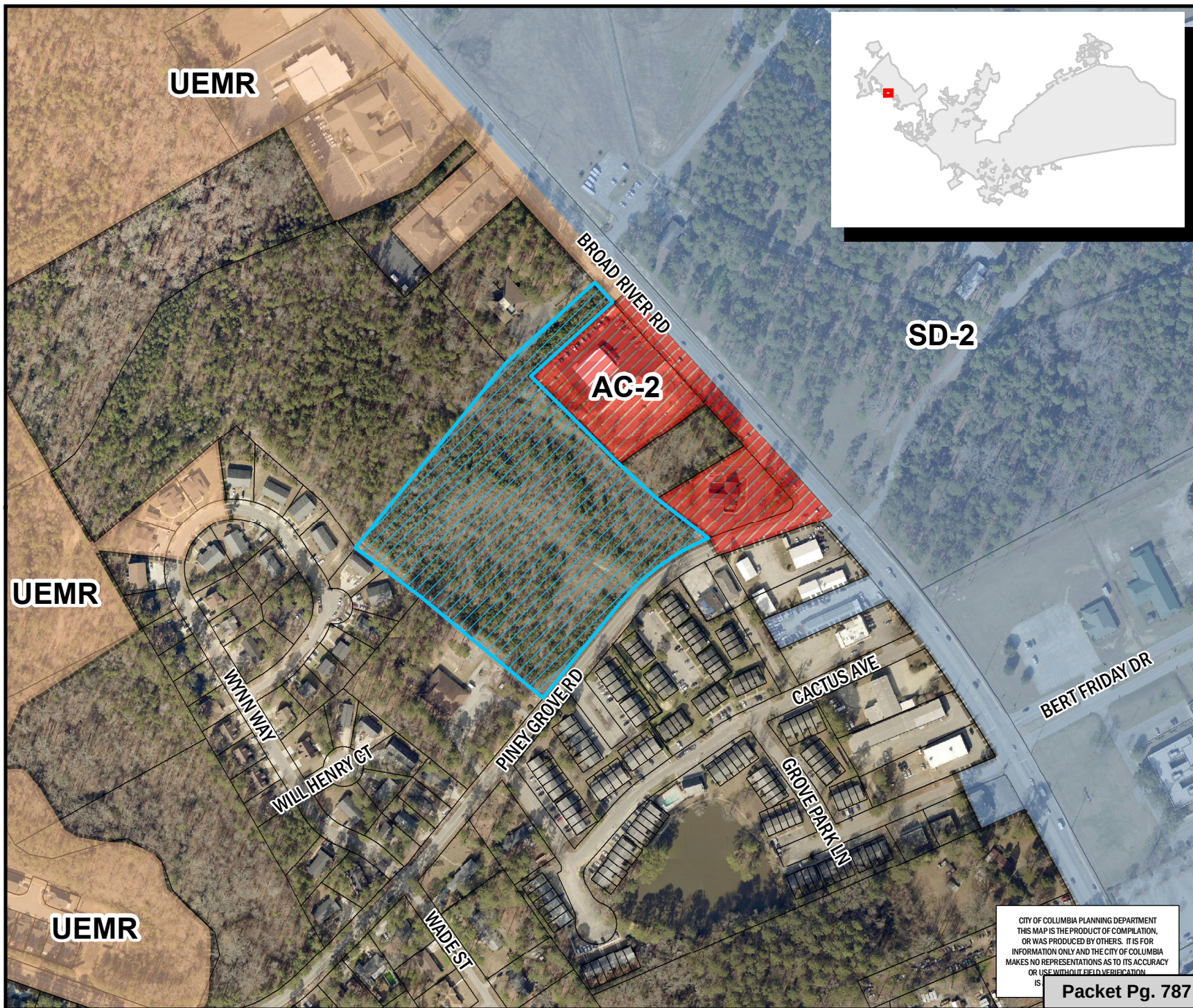


Future Land Use Map

Department of Planning & Development Services

1321 Piney Grove Road, TMS# 06200-01-15;
Existing Richland Co FLU: Mixed Residential-High Density/Mixed Use
Proposed FLU: Urban Edge Mixed Residential (UEMR)

35.b



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
March 14, 2018



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Packet Pg. 787

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

1321 Piney Grove Road, TMS# 06200-01-15;
Existing Richland Co Zoning: GC; Proposed Zoning: RG-2

35.b

Legend

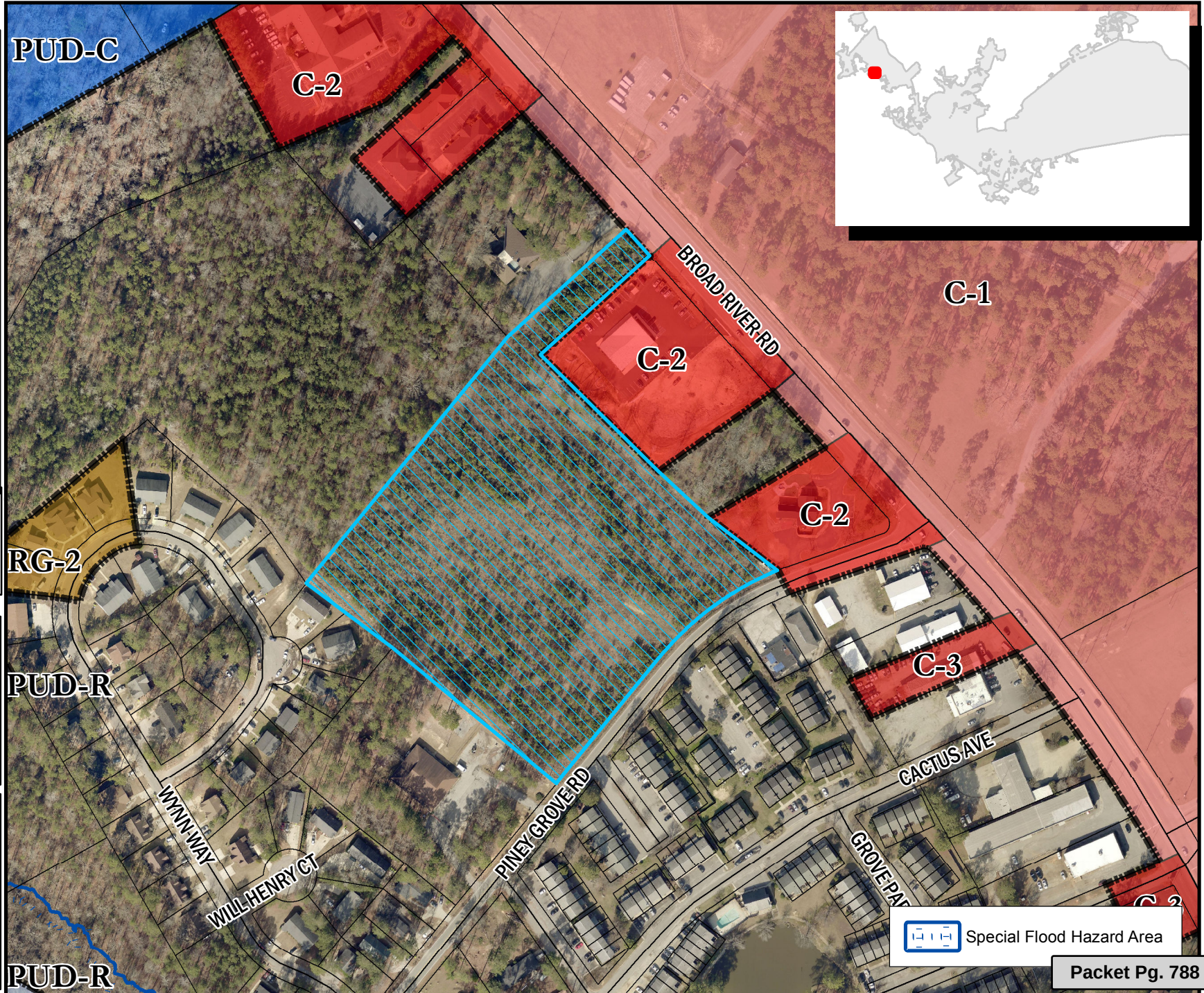
CITY LIMITS
 PARCELS

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
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March 14, 2018

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

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or tract of land, together with the improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 8.61 acres, more or less, being shown and delineated as "Parcel A" on a Final Subdivision/Lot Split Plat prepared for Pine Hills Development Group, LLC by American Engineering Consultants, Inc., dated February 13, 2007 and recorded in the Office of the Register of Deeds for Richland County in Book 1301 at Page 1227. Reference is hereby craved to said plat for a more complete and accurate description of the metes and bounds of said property.

Richland County TMS: 06200-01-15

Property Address: 1321 Piney Grove Road

Jimmy Love Land, LLC

BY: _____

Date: _____

SWAGE McGINN

(Print or Type Name)

Its: _____

CEO/Minister

(Print or Type Title)

Book 2288-2653

2018016921 03/21/2018 14:08:44.090

Notice

Fee: \$0.00

County Tax: \$0.00

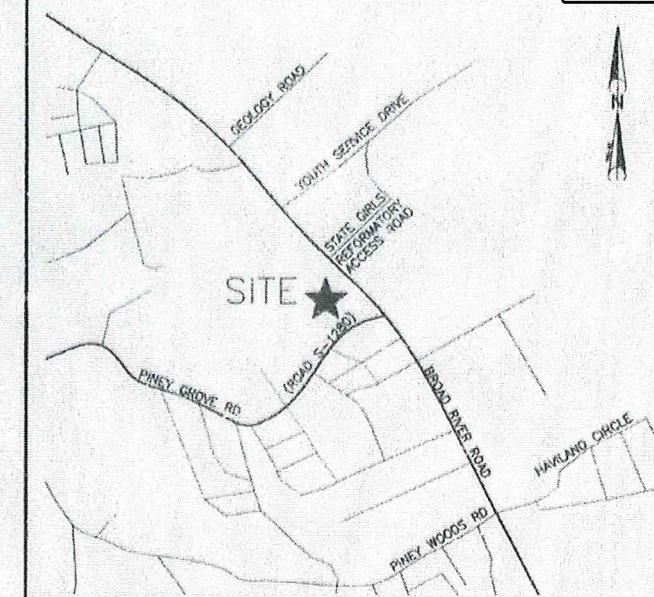
State Tax: \$0.00



2018016921

John T. Hopkins II

Richland County R.O.D.



VICINITY MAP
SCALE: 1" = 1000'

LEGEND	
○ IO	IRON OLD
● IN	IRON NEW (#5 REBAR)
POB	POINT OF BEGINNING
GV	GAS VALVE
FH	FIRE HYDRANT
FO	FIBER OPTIC MARKER
TP	TELEPHONE PEDESTAL
TMH	TELEPHONE MANHOLE
SMH	SANITARY SEWER MANHOLE
WV	WATER VALVE
PP	POWER POLE
SDMH	STORM DRAIN MANHOLE

REFERENCES:

1. PLAT BOOK Y, PAGE 8765.
2. PLAT BOOK Z, PAGE 7572.
3. PLAT BOOK Y, PAGE 6618.
4. PLAT BOOK Z, PAGE 3549.
5. PLAT BOOK P, PAGE 40.

THIS PROPERTY BEING SHOWN AS RICHLAND COUNTY TMS# R6200-01-15 AND BEING LOCATED APPROX. 6.8 MILES NORTH WEST OF COLUMBIA, SHOWN ON A BOUNDARY SURVEY FOR COMPANION HEALTHCARE CORPORATION BY CIVIL ENGINEERING OF COLUMBIA, DATED 04/18/84, RECORDED IN PLAT BOOK Z PAGE 8921.

Book 1351-1377
Richland County, South Carolina
Fees \$10.00 County Tax \$5.00 State Tax \$5.00



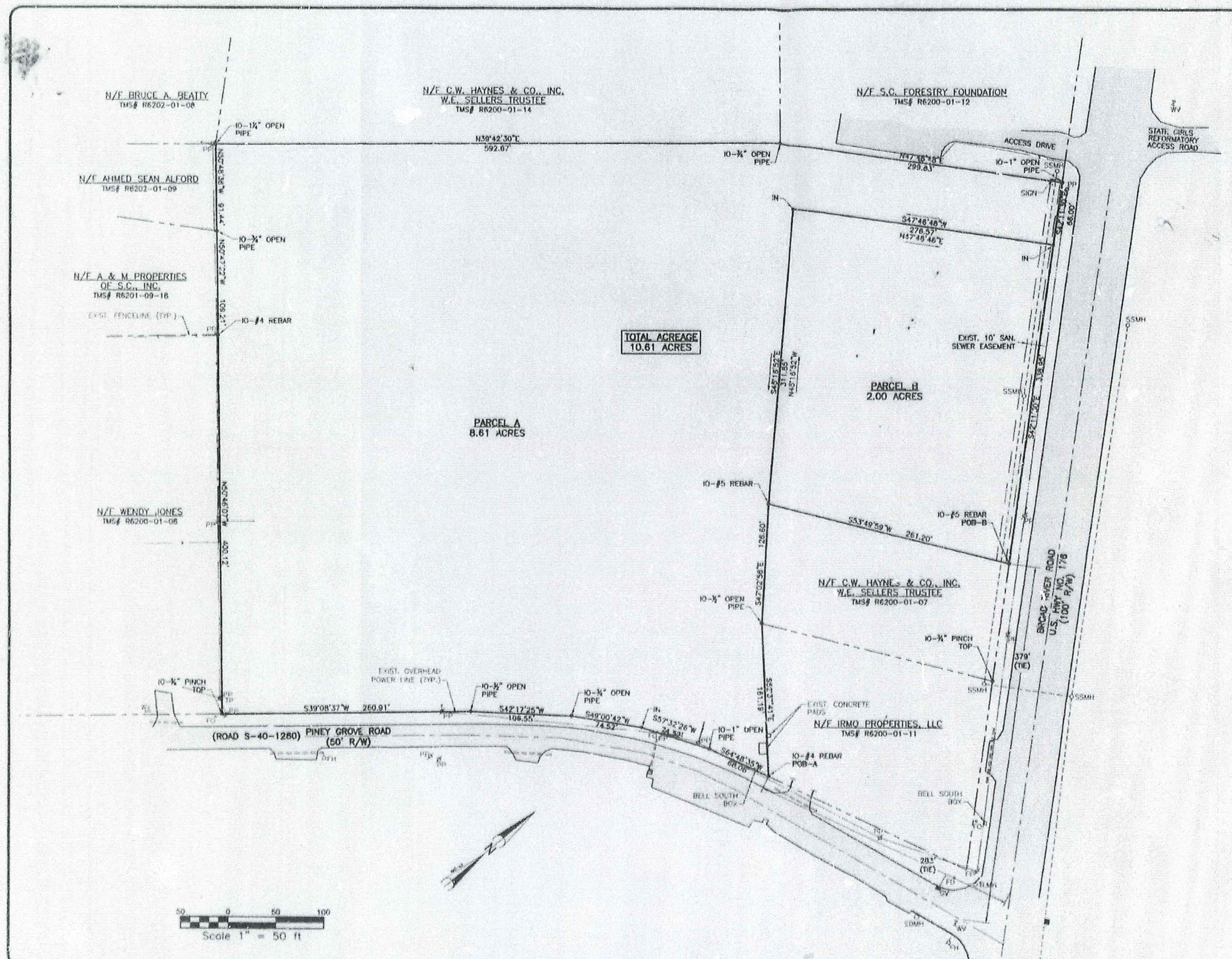
Richland County, South Carolina
Approved for Recording
Date 02/24/02
Seal of the Surveyor
Seal & Stamp, Land Development Plans Review

"I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; also there are no visible encroachments or projections other than shown."

HENRY A. SHAMPERT PLS # 13886

Final Subdivision Plat
PREPARED FOR
Pine Hills Development Group, LLC
Richland County, South Carolina
Lot Split

Packet Pg. 790



Scale 1" = 50 ft

NO.	DATE	REVISION	BY

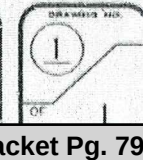


AMERICAN ENGINEERING CONSULTANTS, INC.
1300 12th Street • P.O. Box 2209 • Cayce, SC 29171
Phone: (803) 791-1400 • Fax: (803) 791-8110
Internet: www.aec-sc.com • Email: info@aec-sc.com

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DATE	02-12-02
SCALE	AS SHOWN
DRAWN	RMC
DESIGNED	HAS
CHECKED	HAS
JOB NO.	08-045
CAD FILE	PLAT-1





We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: MAJOR AMENDMENT TO A PUD-R - 2.16 acres S/S
Caughman Road; TMS# 19100-02-10

PURPOSE: Council District: 4

Proposal: Request to make a Major Amendment to a PUD-R

Applicant: Southeast Church of Christ

Staff Recommendation: Approval

PC Recommendation: 04/09/2018; Approval (6-0)

FINANCIAL IMPACT:

ATTACHMENTS:

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



CITY COUNCIL

May 15, 2018 at 6:00 pm

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

Major Amendment to a PUD-R Case Summary 2.16 acres S/S Caughman Road, TMS# 19100-02-10

Council District: 4

Proposal: Request to make a Major Amendment to a PUD-R

Applicant: Southeast Church of Christ

Staff Recommendation: Approval

PC Recommendation: 04/09/2018; Approval (6-0)

ZPH, 1st Reading: 05/15/2018; Pending

2nd Reading: 06/05/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 2.16 acres

Current Use: Vacant

Proposed Use: Religious Organization

Land Use Classification: Urban Edge Mixed Residential (UEMR)

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

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

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Edge Mixed Residential (UEMR) in The Columbia Plan 2018 Future Land Use Map.

Urban Edge Mixed Residential neighborhoods are appropriate near the perimeter of the City or in the outer ring of neighborhoods. This development type primarily represents existing post-1940s subdivisions and the auto-oriented corridors associated with them. The pattern is also suitable for small to medium infill development within these areas. It is primarily characterized by individual subdivisions or neighborhoods with specific street and block patterns adjacent to other subdivisions or neighborhoods with a different subdivision street and block pattern. Urban Edge Mixed Residential neighborhoods can accommodate a variety of housing types from detached single-family to multi-family complexes.

Primary Types:

- Single-family Detached

Secondary Types:

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small and Medium

Tertiary Types

- Small Format Business/Employment
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

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

The proposed zoning district is Planned Unit Development- Residential District (PUD-R).

Planned Unit Development Districts

(a) *Intent.* The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) *Types of districts.* Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) *PUD-R Planned Unit Development—Residential.* The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) *PUD-C Planned Unit Development—Commercial.* The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) *Design and planning features.* The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

STAFF RECOMMENDATION

Staff recommends City Council grant the Major Amendment to the PUD-R.



Future Land Use Map

2.16 acres S/S Caughman Road, TMS# 19
Existing FLU: UEMR

36.a

Department of Planning &
Development Services

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

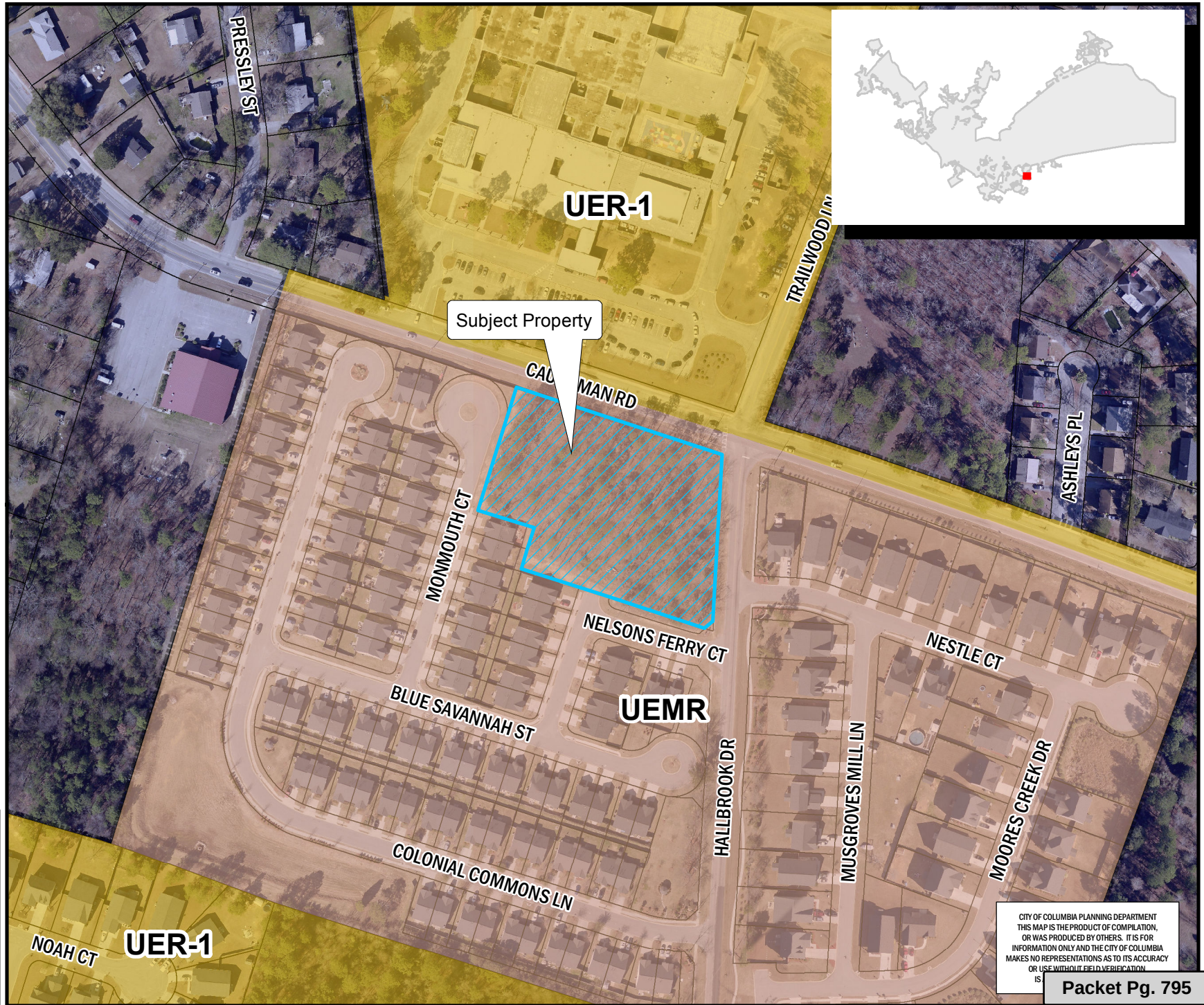


0 50 100 200
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
March 6, 2018



We Are Columbia



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OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 795

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

2.16 acres S/S Caughman Road, TMS# 191
Existing Zoning: PUD-R

36.a

Legend

 CITY LIMITS
 PARCELS

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

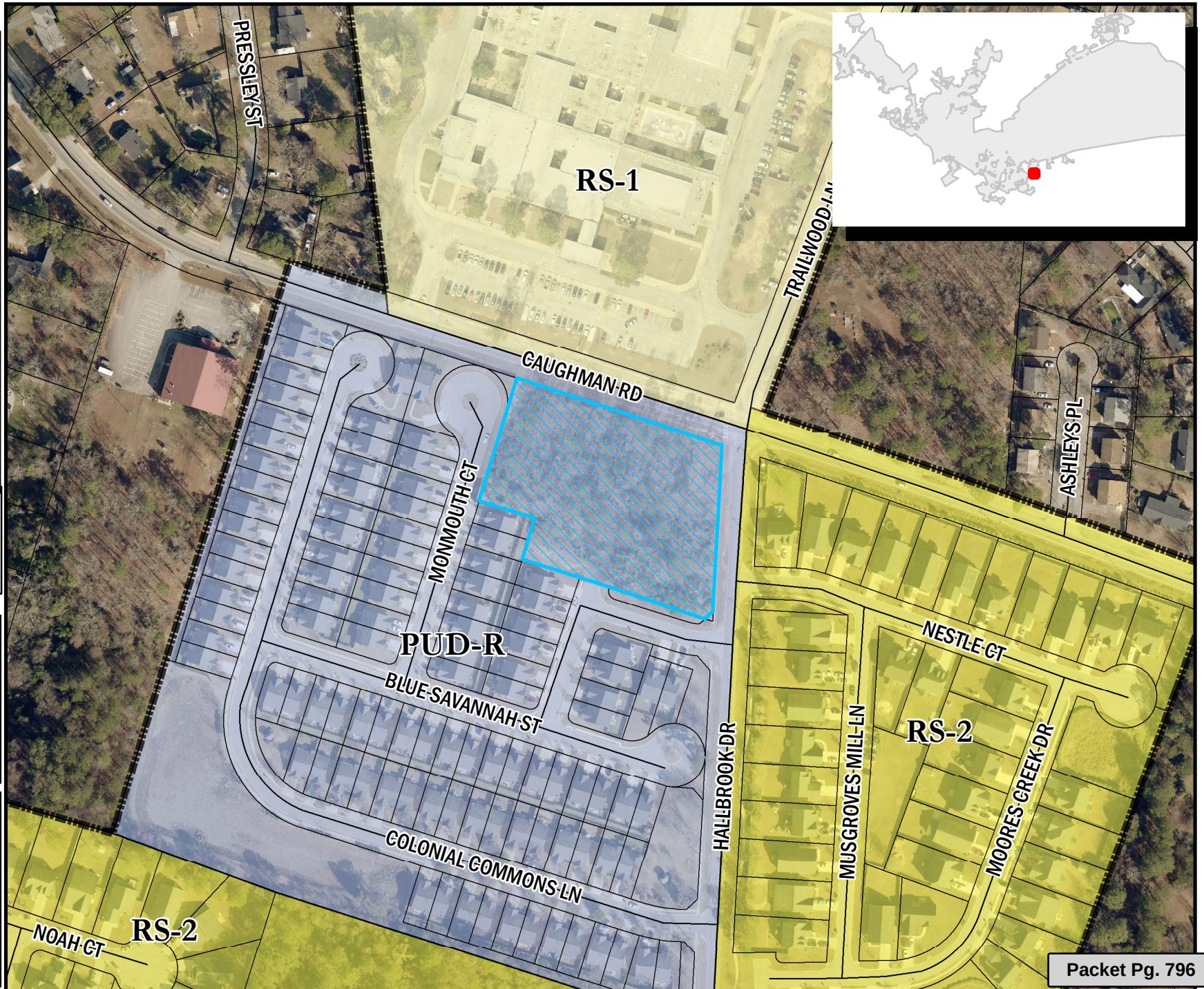


0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
March 6, 2018

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1121

Colonial Landings & Colonial Commons**RAISED 11.17.04**

Recent demographic studies of the South East Columbia area will show a steady, continuous growth in the region. As South East Columbia and surrounding regions continue to grow to meet the demands of the increasing and aging population, it is imperative for the regions, specifically South East Columbia, to maintain their tax base by attracting new community members while evolving to meet the needs of the current population. In order to achieve this, it is vital to promote smart growth in South East Columbia by allowing infill development under PUD guidelines. This will, in turn, satisfy the needs of current and future South East Columbia residents, while guaranteeing adjoining property owners that their community will be protected against uncontrolled growth.

After extensive research it appears the best use for this land, as well as the best impact this land can have for the surrounding community, is to not use the current RG2 zoning. The current zoning would allow a developer to mass grade this site and place multifamily housing, two story townhomes, and, worst of all, up to 16 units per acre. This would, in turn result in the loss of beautiful, mature trees, as well a significant traffic problem for the existing neighborhood and school. This type of RG2 zoning would attract a wide variety of people, and would likely be low cost housing which would create a burden on already over used services in this community like: schools, roads, police, and fire services.

We know from our research this property has been a target of commercial developers eager to put high impact C1 type commercial businesses here such as a Eckerd's or Walgreen's Pharmacies. This battle has already been fought by the neighborhood effectively; However the conflict will persist as long as the land is available.

We are proposing the annexation of a 17-acre parcel of land located on the corner of Caughman Road and Hallbrook drive. We hope to gain approval to develop this land as a PUD in order to meet two very specific needs of the region. We feel the PUD will allow the area to be developed with significantly more green space, and allow "true" neighborhood business unlike the current RG2 and attempted C1 and C2 zoning.

The primary element of the planned unit development will be a neighborhood consisting of estimated 114 patio homes designed specifically to meet the needs of the population in the area. Analysis will show that nearly 20% of South Columbia's population is near or already approached retirement age. At this time, retired consumers seek housing and communities that require low home maintenance while meeting their economic needs by providing housing in close proximity to conveniences such as restaurants, doctors, shopping and other services. Studies also reveal that around 12% of South Columbia's population fits into the first time home buyer profile. First time homebuyers are similar to retirees in that they are also seeking low maintenance, affordable housing while being able to enjoy nearby services. We have built many of these communities in other areas around Columbia, and have found that the combined potential base of clients, some 32%, make up over 75% of our sales. These buyers have a very positive impact on the tax base by negating the need for raising taxes. These buyers also do not bring with them the need to build or improve existing serves such as schools, police, EMS, roads, and utilities.

These homes will be two units attached, 1050 square feet each, and laid out so we only have eight homes to an acre, one half of the current zoning. As you can imagine, this will allow for a tremendous increase in green space for the residential area of the development. We have had a community meeting and decided to incorporate a brick front for a better blend with the surrounding community. From

neighborhood feedback, we have also included additional green space by eliminating four homes from the original plan, adding a neighborhood park, as well as connecting sidewalks.

TO BE REMOVED. SEE ATTACHED AMENDMENT

The second element of the development will include true neighborhood businesses. Buildings will not only serve the residents of this neighborhood, but also the residents surrounding neighborhoods. Current C2 zoning allows by its very definition, neighborhood business. However it would give no guarantee to the community who will occupy these buildings. Under our proposed PUD we would like to guarantee that the community will have no interest in any business owners wanting to have alcohol, guns, pornography, or ANY other business which would not fit with our neighbors, which include both residence, but more importantly churches and schools.

We feel "true" neighborhood business would architecturally fit into the existing community. In fact, at the neighbors request we did a tree survey and will maintain some 60% of all the existing mature trees in this part of the development. After having neighborhood meeting we decided to have the main entrance and signage for this part of the PUD on Hallbrook to assure we don't add unnecessary traffic on Caughman Road. There will be a monument tenant sign on Caughman Road, but there will not be another entrance.

The building will be one story and have brick fronts in order to blend better with the existing community. True neighborhood businesses are ones that serve the needs of its community members. They will not be businesses that attract persons off of Garners Ferry or Leesburg Roads. True neighborhood businesses protect our neighborhood kids and our elderly driving citizens from venturing into high traffic areas to get basic services like medical care or prescriptions.

The proposed commercial zone will consist of the following elements:

Building 1: 10,000 square feet. This would house a family practice, an ethical (local) pharmacy such as Long's Drugs or Hawthornes, and medical related offices.

Building 2: 5,000 square feet. This building would accommodate such business as a chiropractic clinic or dental office as well as other medical related offices.

In closing, I would like to state that our company is located right here in Lexington, South Carolina. We are local people that care about our community. The average customer for our communities already live in the area and want to continue to go to church, shop, and live in the area they are already familiar with.

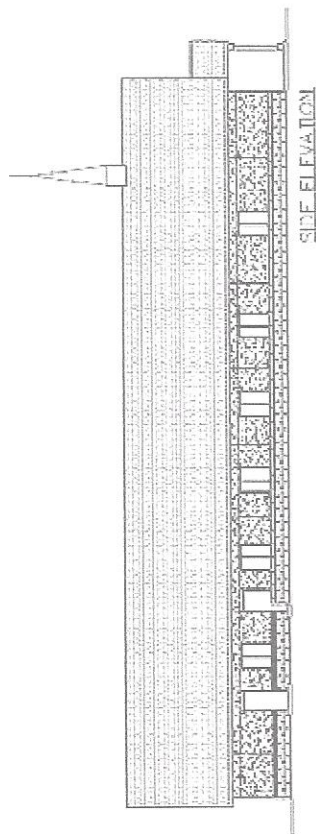
The corner of Hallbrook and Caughman Road will be developed; it is only a matter of when, and by who. As of present, there are three choices remaining: 1. Allow a developer take the land at it's current zoning and pack 16 units to an acre, crowding the neighborhood. 2. Continue to resist commercial development at the expense of the city and it's residents. Or 3. Promote smart growth and allow East Columbia to compete with other areas of town by attracting new businesses and residents. I do not believe you will find a more adequate compromise for this land than what we are proposing. This plan is balanced and smart. We hope you will! understand our plan and agree.

REVISED 11.17.09

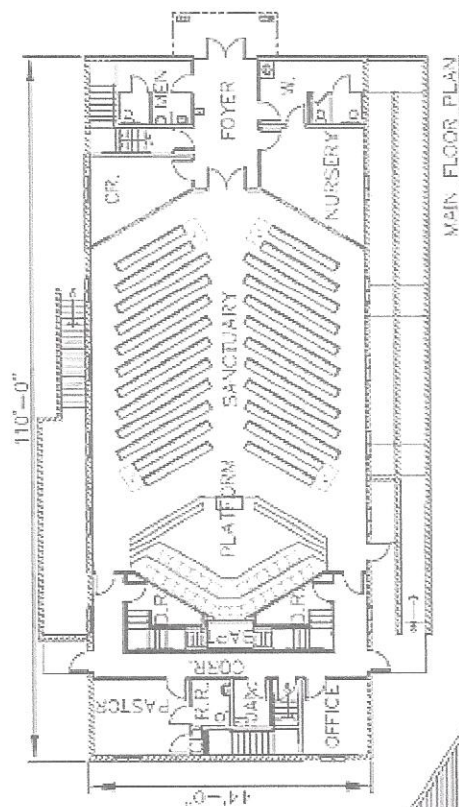
AMENDMENT DATED MARCH 28, 2018**Colonial Landings & Colonial Commons**

The second element of the development will include a +/- 9,600 square foot church. The building will contain classrooms, open space and a sanctuary that sits up to 372. The main entrance for this part of the PUD will be on Hallbrook to assure no unnecessary traffic is added on Caughman Road. Signage for the church will be on Caughman Road.

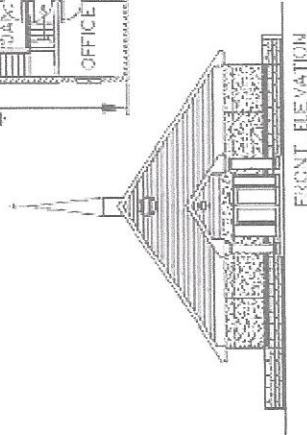
PLAN 10-276-SWP



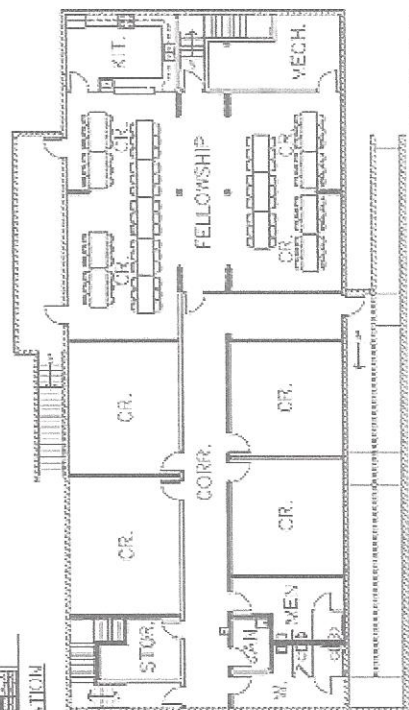
SIDE ELEVATION



MAIN FLOOR PLAN



FRONT ELEVATION



BASEMENT PLAN

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We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT - 1908 Blossom Street, TMS# 11308-11-07 and 11308-11-03

PURPOSE: Council District: 3

Proposal: Request to rezone the parcels from M-1, -5P to MX-1, -5P

Applicant: Josh Boltinhouse, Lambert Architecture & Construction Services

Staff Recommendation: Approval

PC Recommendation: 11/06/2017 deferred by applicant to 12/04/2017; 12/04/2017 deferred by applicant to 1/8/2018; 01/08/2018 deferred by applicant to 2/5/2018; 02/05/2018 Denial (5-3 vote and 1 recusal)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ZMA_Blossom1908 (PDF)



CITY COUNCIL

May 15, 2018 at 6:00 pm

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

Zoning Map Amendment Case Summary 1908 Blossom Street, TMS# 11308-11-07 and 11308-11-03

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02/05/2018; Denial (5-3 vote and 1 recusal)

ZPH, 1st Reading: 05/15/2018; Pending

2nd Reading: 06/05/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ~0.26 acres

Current Use: Vacant Land

Proposed Use: Restaurant

SC Aeronautics Overlay: The subject properties are located within in the SC Aeronautics Airport Vicinity Zone, as it is in proximity to the Jim Hamilton – LB Owens Airport.

Land Use Classification: Urban Core Regional Activity Center (UCAC-3)

Current Zoning: Light Industrial District, -Five Points Overlay District (Lower Five Points) (M-1, -5P)

Proposed Zoning: Mixed Use District, -Five Points Overlay District (Lower Five Points) (MX-1, -5P)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Regional Activity Center (UCAC-3) in The Columbia Plan 2018 Future Land Use Map.

These developments are intense mixed-use business districts within the urban context. They may be adjacent to the central business district or found in outer areas of the City. They are primary destinations for work and play which attract people from more than a 20-mile radius or drive distance. The uses are built within the urban blocks

and grid, and whole scale redevelopment of blocks or adaptive reuse of existing structures may occur in these areas. Their scale is large and may take up multiple city blocks. Their primary use is as a business district, but high-intensity residential in mixed-use buildings is also appropriate.

Primary Types:

- Small to Extra Large Business/Employment (incl. High-rise, excl. Flex)
- Multi-family Medium and High-rise Mixed-use

Secondary Types:

- Multi-family Medium to High-rise
- Small to Large Flex
- Civic/Institutional
- Parking Structures

Tertiary Types

- Single Family Attached
- Cemeteries & Mausoleums
- Parking Lots

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

The subject property is directly adjacent to the study area for the *Future Five: Five Points Master Plan* (2006).

The study area for the *Future Five: Five Points Master Plan* was drawn along street centerlines, however the property, located on the southern side of Blossom Street, is very much a part of the Five Points area, and was included within the -Five Points Overlay District with the adoption of design/development standards for the area. The Plan had five goals: to preserve the area's unique identity, enhance market vitality, promote mixed-use, elevate building character, increase density, and foster diversity. Specifically the Plan recommended "a change in the zoning requirements within Five Points to encourage mixed use developments that feature a combination of retail and residential where shared parking strategies are feasible" (page 51); these recommendations were incorporated into the -5P Overlay District.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Light Industrial District, -Five Points Overlay District (Lower Five Points) (M-1, -5P). The abutting properties in the City of Columbia are zoned General Residential District (RG-2) to the West and South and Mixed Use District, -Five Points Overlay District (Lower Five Points) (MX-1, -5P) to the North and East. The proposed zoning is Mixed Use District, -Five Points Overlay District (Lower Five Points) (MX-1, -5P).

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.

Five Points District (-5P)

(a) The 5P overlay district is intended to enhance the urban village character within the area known as Five Points. This character is defined by attributes such as mixed uses, pedestrian oriented buildings and signage, urban open spaces, and eclectic expressions of architecture and signage. Development within the 5P area must comply with design guidelines adopted by city council on June 18, 2008, entitled "Future Five, Design Development Guidelines, January, 2008."

(b) The 5P area consists of approximately 65 acres in the area generally bounded to the north by Gervais Street, to the west by the Southern RR, to the south by parcels fronting Blossom Street, to the east by Hilton Street and continuing in a straight line northerly to Lee Street, along Pavilion Street, continuing north mid block behind Pavilion Street to Stark Street, along Walnut Street to Senate Street and behind parcels fronting Harden Street to Gervais Street.

(c) The 5P area is further delineated as Upper Five Points and Lower Five Points. Upper Five Points is described as the area north of Greene Street, but not to include parcels or portions of parcels fronting Greene Street. Lower Five Points includes all parcels south of Greene Street, in addition to the parcels or portions of parcels north of Greene that abut the Greene Street right-of-way.

(d) These boundaries are outlined on the official City of Columbia zoning map.

Mixed Use District (MX-1)

The MX-1 district is intended to accommodate the development of a wide range of residential and compatible non-residential uses along corridors and in neighborhood commercial contexts. To promote development that exhibits the physical design characteristics of pedestrian-oriented streets, the district provides flexibility from conventional use and bulk requirements of other zoning districts.

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(d) These boundaries are outlined on the official City of Columbia zoning map.

STAFF RECOMMENDATION

Staff recommends City Council approve the rezoning of the parcel from M-1, -5P to MX-1, -5P as the uses permitted in the Mixed Use District (MX-1) align more closely with the City's Future Land Use Plan and the Five Points Master Plan than the existing Light Industrial District (M-1).



Future Land Use Map

1908 Blossom Street; TMS# 11308-11-07 and 11
Existing FLU: UCAC-3

37.a

Department of Planning &
Development Services

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



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Feet

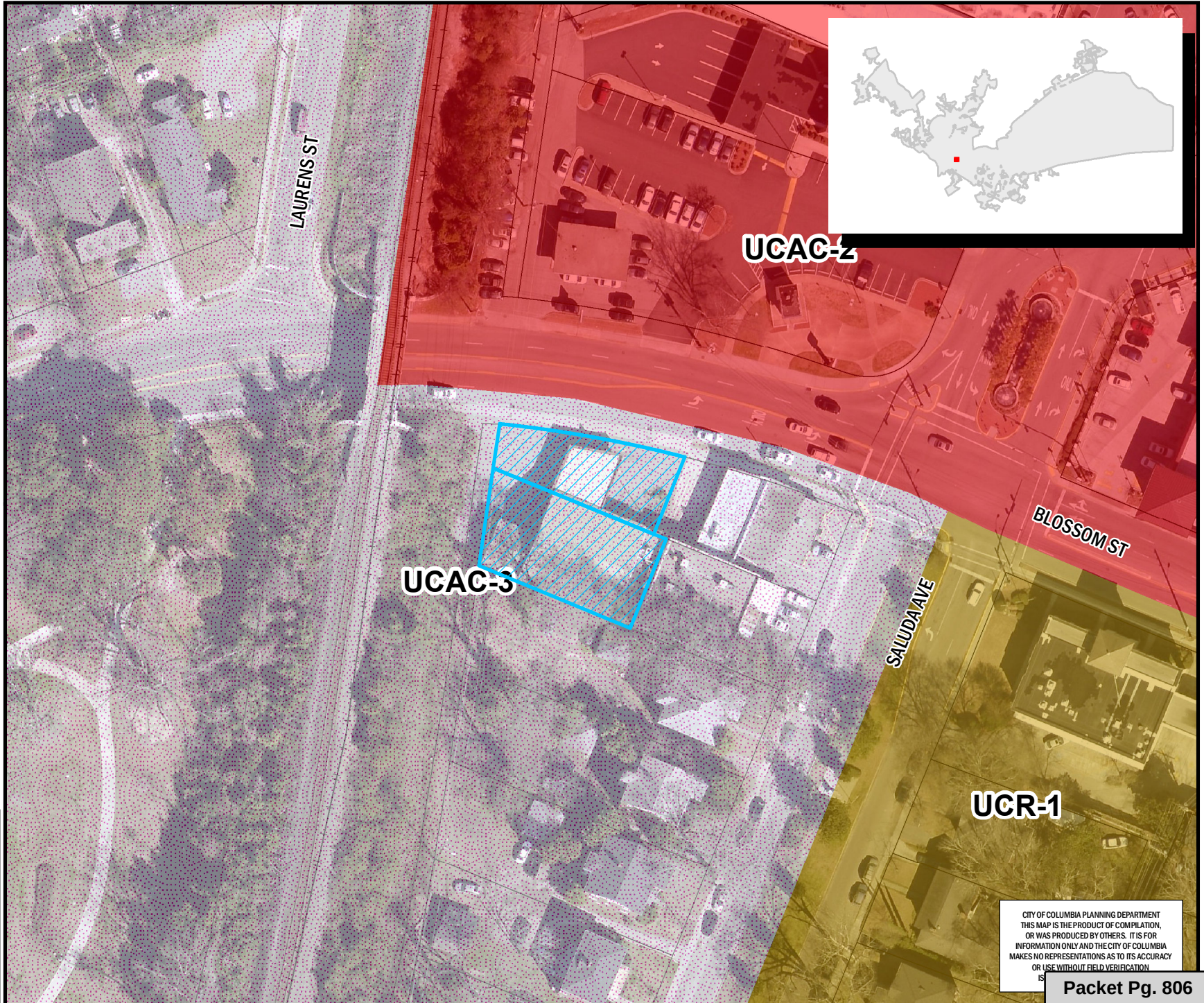
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
October 4, 2017



We Are Columbia



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Packet Pg. 806

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

1908 Blossom Street; TMS# 11308-11-07 and 11308-11-08
Existing Zoning: M-1, -5P, Proposed Zoning: MX-1, -5P

37.a

Legend

 CITY LIMITS
 PARCELS

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



0 15 30 60 Feet

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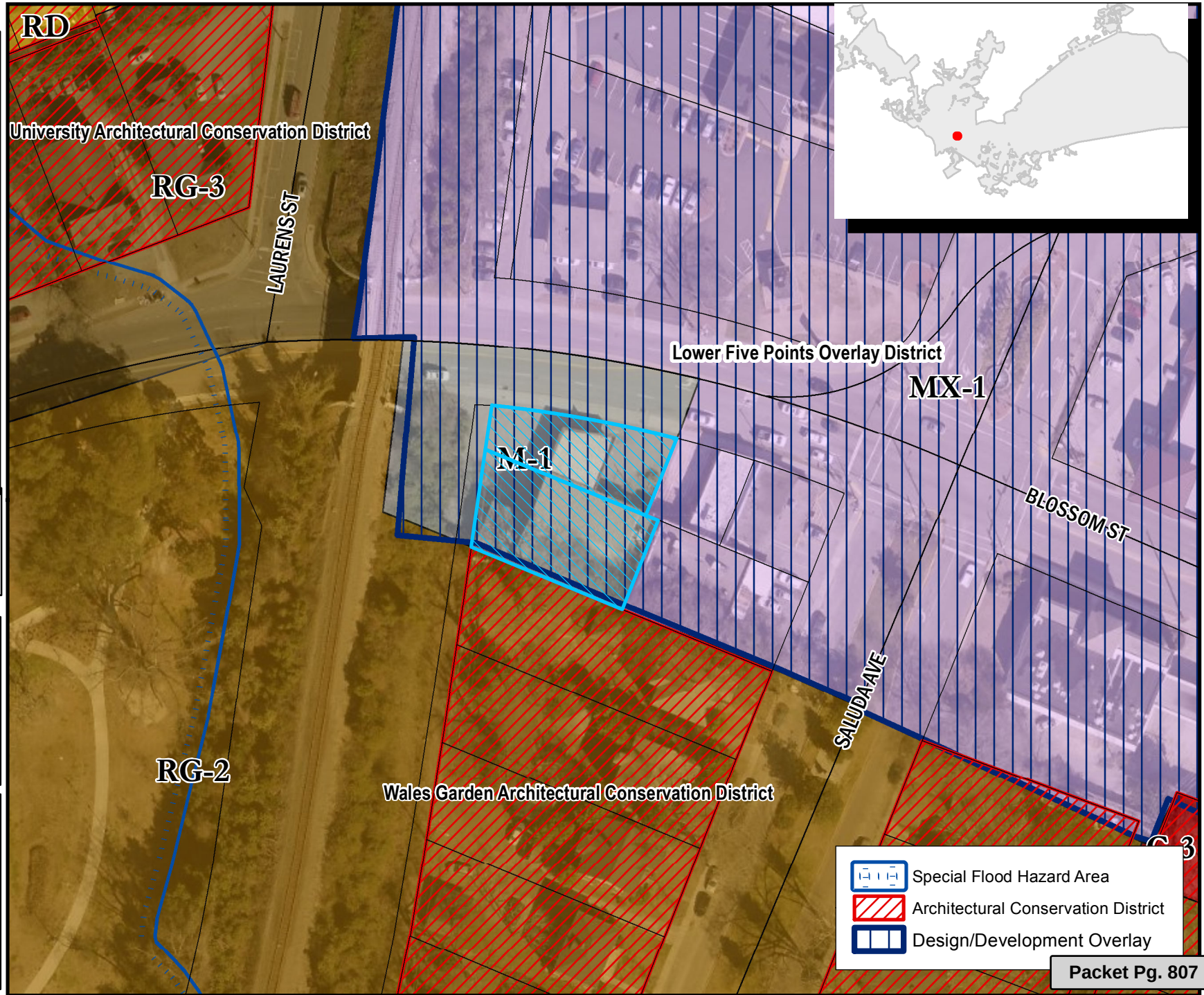


Table of Permitted Uses
M-1
Permitted Principal Uses
Food crops grown within a covered enclosure
General farms, primarily crop
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building construction-General contractors and operative builders
Building Construction - Office Only
Construction other than building construction-General contractors
Construction other than building construction - Office Only
Construction-Special trade contractors
Construction - Special trade contractors - Office Only
Food and kindred products
Bakery products
Microbrewery (Sec. 17-290) products
Apparel and other finished products made from fabrics and similar materials
Lumber and wood products, except furniture
Furnitures and fixtures
Printing, publishing and allied industries
Measuring, analyzing and controlling instruments; photographic, medical and optical goods; watches and clocks
Railway express service
Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing
Trucking, local and long distance
Motor freight transportation and warehousing: Local trucking without storage
Motor freight transportation and warehousing: Local trucking with storage
Public warehousing
Public warehousing: Miniwarehouse (Sec. 17-260)
Private Commercial Storage (Sec. 17-260)
U.S. Postal Service
Water transportation
Transportation by air

Table of Permitted Uses
MX-1
Permitted Principal Uses
Veterinary services with indoor kennels
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building Construction - Office Only
Construction other than building construction - Office Only
Construction - Special trade contractors - Office Only
Printing, publishing and allied industries
Arrangement of Transportation Services
Telephone communication (wire or radio)
Water supply services
Sewerage Systems (Sec. 17-262)
Paint, glass and wallpaper stores
Hardware stores
Retail nurseries, lawn and garden supply stores
Department stores
Variety stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Retail bakeries
Food stores: Miscellaneous
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Florist
Cigar store and stands
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Hotels, motels, and tourist courts
Suite Hotel (Sec. 17-271)

Pipelines
Transportation services
Arrangement of Transportation Services
Telephone communication (wire or radio)
Communication: Telegraph
Radio and television broadcasting
Communication: Cable
Electric substations
Water supply services
Sewerage Systems (Sec. 17-262)
Motor vehicles and automotive parts and supplies
Wholesale trade-Durable goods
Wholesale trade, Non durable goods: Paper and paper products
Wholesale trade, Non durable goods: Apparel - Goods and notions
Wholesale trade, Non durable goods: Groceries and related products
Wholesale trade, Non durable goods: Farm products-Raw materials
Wholesale trade, Non durable goods: Chemicals and allied products
Wholesale trade, Non durable goods: Beer, wine and distilled alcoholic beverages
Wholesale trade, not durable goods: Miscellaneous nondurable goods
Retail Trade: Lumber and other building materials dealers
Paint, glass and wallpaper stores
Hardware stores
Retail nurseries, lawn and garden supply stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Fruit stores and vegetable markets
Retail bakeries
Food stores: Miscellaneous
Motor vehicle dealers (new and used)(Sec. 17-286)
Motor vehicle dealers (used only)(Sec. 17-286)
Auto and home supply stores (Sec. 17-286)
Gasoline service stations (Sec. 17-286)
Boat dealers (Sec. 17-286)
Recreational and utility trailer dealers (Sec. 17-286)
Apparel and accessory stores

Bed and breakfast hotel (Sec. 17-271)
Organization hotels and lodgings on membership basis
Garment pressing and agents for laundries and dry cleaners
Taylor and alteration shops
Coin-operated laundries and dry cleaning
Photographic Studios, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Funeral service and crematories
Miscellaneous personal services, except massage parlors and spas
Body piercing facilities and tattoo establishments
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
Personal supply services
Miscellaneous business services: Miscellaneous
Business services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Photofinishing laboratories
Parking Lots
Radio and television repair shops
Watch and jewelry repair
Motion picture production
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Physical fitness facilities and yoga facilities
Dance studios
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Coin-operated amusement devices

Furniture, home furnishings and equipment stores
Eating Places
Drinking Places (alcoholic beverages)(Sec. 17-269)
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Non-store retailers: Automatic merchandising machine operators
Fuel and ice dealers, except oil fuel dealers and bottled gas dealers
Fuel oil dealers
Liquified petroleum gas (bottled gas) dealers
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Banquet Hall
Cemetery subdividers and developers
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)
Power laundries
Garment pressing and agents for laundries and dry cleaners
Linen supply
Diaper service
Coin-operated laundries and dry cleaning
Dry cleaning plants, except rug cleaning
Carpet and upholstery cleaning
Industrial launderers
Laundry and garment services not elsewhere classified
Photographic Studios, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Miscellaneous personal services, except massage parlors and spas
Advertising agencies
Outdoor 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

Membership Sports and Recreation Clubs
Offices of physicians
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
Arboreta, botanical and zoological gardens
Business associations
Professional membership
Labor Unions and similar labor 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
Attached One-Family Dwelling
Townhouses (Sec. 17-268)
Multi-Family Dwelling
Group Development
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

Disinfecting and extermination services
Cleaning and maintenance services to dwellings and other buildings not elsewhere classified
Equipment rental and leasing services
Personal supply services
Miscellaneous business services: Miscellaneous
Business services not elsewhere classified
Employment agencies
Computer and data processing services
Detective agencies and protective services
Photofinishing laboratories
Passenger car rental and leasing without driver
Truck rental and leasing without drivers
Utility trailer and recreational vehicle rental
Parking Lots
Automotive repair shops
Carwashes
Automotive services, except repair and carwashes
Radio and mobile telephone installation shops
Radio and television repair shops
Refrigeration and air conditioning service and repair shops
Reupholstery and furniture repair
Watch and jewelry repair
Welding repair
Repair shops, not otherwise classified
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Physical fitness facilities and yoga facilities
Dance studios
Professional sports clubs and promoters
Racing including track operations
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Public golf courses
Coin-operated amusement devices
Amusement parks

Administration of human resources programs
Administration of environmental quality and housing programs
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Microbrewery (Sec. 17-290) products
Motor vehicle dealers (new and used)(Sec. 17-286)
Motor vehicle dealers (used only)(Sec. 17-286)
Auto and home supply stores (Sec. 17-286)
Boat dealers (Sec. 17-286)
Recreational and utility trailer dealers (Sec. 17-286)
Used merchandise stores without weapons (Sec. 17-87)
Equipment rental and leasing services
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
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
Apparel and other finished products made from fabrics and similar materials
Furnitures and fixtures
Paper and allied products
Printing, publishing and allied industries
Stone, clay, glass and concrete products
Fabricated metal products, except machinery and transportation equipment
Manufacturing industries, not elsewhere classified
Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing: Local trucking without storage
Public warehousing: Miniwarehouse (Sec. 17-260)
U.S. Postal Service
Radio and television broadcasting
Electric substations
Retail Trade: Lumber and other building materials dealers
Gasoline service stations (Sec. 17-286)
Drinking Places (alcoholic beverages)(Sec. 17-269)

Membership Sports and Recreation Clubs
Amusement and recreation services not elsewhere classified
Offices of physicians
Medical and dental laboratories
Legal services
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Job training and vocational rehabilitation services
Museums and art galleries
Arboreta, botanical and zoological gardens
Business associations
Professional membership
Labor Unions and similar labor organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial, physical and biological research
Commercial economic, sociological, and educational research
Noncommercial research organization
Testing laboratories
Management and public relations services
Miscellaneous services
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Used merchandise stores without weapons (Sec. 17-87)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Dormitories , Private (Sec. 17-321)
Permitted Accessory Use
Aquaponics
Special Exception by Board of Zoning Appeals
Gas production and distribution
Wholesale trade-durable goods-Scrap

Liquor Stores
Used merchandise stores with weapons
Pawn shops
Banquet Hall
Laundry and garment services not elsewhere classified
Repair shops, not otherwise classified
Amusement and recreation services not elsewhere classified
Nursing and personal care facilities
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Commercial, physical and biological research
Testing laboratories
Dormitories, Public
Fraternity and sorority houses
Permitted in District as Office Only
Cemetery subdividers and developers
Linen supply
Diaper service
Carpet and upholstery cleaning
Outdoor advertising agencies
Disinfecting and extermination services
Cleaning and maintenance services to dwellings and other buildings not elsewhere classified
Truck rental and leasing without drivers
Passenger car rental and leasing without driver
Utility trailer and recreational vehicle rental
Parking structures

Liquor Stores
Used merchandise stores with weapons
Pawn shops
Body piercing facilities and tattoo establishments
Recycling centers (see Sec. 17-273)
Parking structures
Drive-in motion picture theaters
Bingo parlors
Libraries and information centers
Day Care Facilities (Sec. 17-265)
Dormitories, Public
Fraternity and sorority houses
Correctional insitutions



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP & TEXT AMENDMENT - Seminary Ridge Historic District

PURPOSE: Ordinance No.: 2018-021 - 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 to delete (8) and amend (c) Protection area district to add (7)

Council District: 1

Proposal: Amend the text of the City of Columbia's Code of Ordinances to delete §17-681(b)(8) (Districts Identified, Architectural Conservation District) and modify §17-681(c) (Districts identified, Protection Area District) to add §17-681(c)(7) and amend the City Of Columbia's Official Zoning Map to modify the map label from "Seminary Ridge Architectural Conservation District" to "Seminary Ridge Protection Area".

Applicant: Sam Davis, City of Columbia Council Member

Staff Recommendation: Approval

PC Recommendation: 04/09/2018; Approval (6-0)

D/DRC Recommendation: 04/12/2018; Approval (5-2)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MA-and-TA_SeminaryRidge_ProtectArea (PDF)
- **#b:** 2018-021 amend Sec. 17-681 Districts identified(b) and (c) (add Seminary Ridge) (PDF)



CITY COUNCIL

May 15, 2018 at 6:00 pm

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

Zoning Map and Text Amendment Case Summary Seminary Ridge Historic District

Council District:	1
Proposal:	Amend the text of the City of Columbia's Code of Ordinances to delete §17-681(b)(8) (Districts Identified, Architectural Conservation District) and modify §17-681(c) (Districts identified, Protection Area District) to add §17-681(c)(7) and amend the City Of Columbia's Official Zoning Map to modify the map label from "Seminary Ridge Architectural Conservation District" to "Seminary Ridge Protection Area".
Applicant:	Sam Davis, City of Columbia Council Member
Staff Recommendation:	Approval
PC Recommendation:	04/09/2018; Approval (6-0)
D/DRC Recommendation:	04/30/2018; Approval (5-2)
ZPH, 1st Reading:	05/15/2018; Pending
2nd Reading:	06/05/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: There are 169 parcels in the Seminary Ridge Historic District

Current Use: Primarily residential

Proposed Use: Primarily residential

Land Use Classification: Various

Current Zoning: Various, -DP (-Design and Preservation Area) (Architectural Conservation District)

Proposed Zoning: Various, -DP (-Design and Preservation Area) (Protection Area)

HISTORICAL SIGNIFICANCE

Seminary Ridge is a residential neighborhood surrounded by several major vehicular thoroughfares and historic landmarks, with a landmark building (Ensor-Keenan House) from the late 1800s, and other landmark buildings such as the old Eau Claire Town Hall and the Eau Claire Print building. Located just above the nucleus of the small town of Eau Claire, which developed in the early 1900s, this neighborhood has evidence of its early development as well as continued infill throughout the early and mid-twentieth century. The Lutheran Seminary along its east border has also heavily influenced the landscape and development of the neighborhood.

The capital city of Columbia was expanding rapidly in the early twentieth century. The vehicle age was dawning, and trolley cars were able to move large groups of people rapidly to the outlying suburbs located to the southeast and to the north of the city's historic borders. Land developers saw the trolley lines as paths to wealth, and soon began buying up large tracts of land to create new neighborhoods along the tracks. Frederick Hargrave Hyatt was one such developer. An agent and eventually area manager for the New York Life Insurance Company, as well as a dairy farmer, Hyatt purchased a home north of Columbia in the early 1890s. He began the development of Hyatt's Park and created several neighborhoods, selling off lots at auction and encouraging the growth of the area. He helped establish an electric railway line out to his developments in 1896. Hyatt donated land to Columbia College, and was a dynamic force for developing the small town of Eau Claire, which was incorporated in 1899 with over 200 residents. The town was in the shape of a circle, with its center at the intersection of North Main Street and Monticello Road.

The new town gained some significant buildings in the late 1890s and early 1900s. The Hyatt Park Pavilion, built in 1897, provided an entertainment center with a casino, vaudeville theater, and orchestra and even a zoo. The next year the Hyatt Park School was completed. The Columbia College moved up from their downtown location to their new property in Eau Claire, and broke ground in 1905. The Lutheran Seminary constructed its first large building in 1911, and in the midst of all the new activity, homes and churches were also being built throughout the area, including Eau Claire Presbyterian Church in 1912, St. Paul Baptist Church in 1911, The Lutheran Church of the Ascension, completed in 1913, and others. While the churches were wood framed, wood-sided buildings, the schools were generally masonry buildings with imposing facades, lending a sense of stability to the new town. Its independence was somewhat brief, however, as the City of Columbia incorporated a portion of Eau Claire in 1913, along with suburbs located east southeast of the city, including Shandon, Waverly and South Waverly.

The area that is now the neighborhood of Seminary Ridge is located in between the two major thoroughfares within Eau Claire, being the two roads whose intersection formed the center point of the town. Just north of the intersection, the ornately decorated brick American Lutheran Survey building, later the Eau Claire Town Hall, was completed in 1914, followed later by the Survey Publishing Building. North of these buildings the neighborhood of Seminary Ridge begins, and residences have remained along this southern border since around the 1920s.

Originally, the neighborhood's southern border created a narrow point at the town's center. A plat map from 1910 indicates that the Monticello Home Company owned the entire area forming a triangle between North Main Street, Ensor and Arlington (west boundary) and Calhoun Street (later Timrod Street), excluding the Lutheran Seminary campus. The Ensor-Keenan House, reportedly built in the late 1860s and rebuilt in 1891 after a fire, was on part of the west boundary of the neighborhood. The company hired an Ohio landscape engineer to draw up the plan, and his plat shows there were to be fairly regularly sized lots, with sidewalks and trees lining the streets. Monticello was the name of the new neighborhood, and playing on the presidential theme it evoked, original street names included Mt. Vernon and Jefferson (later changed to Calhoun, and changed again to Timrod).

The earliest homes in the area were built adjacent to each other on Muller Avenue, by the Cannon family, with another home built on Wildwood Avenue in 1913. Churches and the Lutheran Seminary also began building in the area during the early 1900s, with the addition of the Lutheran publishing building by the 1910s. Built of stone and brick, these substantial new buildings offered the town a sense of permanence and stability. The City of Columbia annexed part of Eau Claire in 1913, with the remainder annexed in 1955. Between those periods the neighborhood continued to gain new houses. Bungalows built during the 1920s appear concentrated in the southern part of the neighborhood, along Jackson, Duke and Hillcrest Avenues, as well as their western border, Ensor Avenue.

The Great Depression brought construction nearly to a halt, though a few buildings were added along Main Street, Arlington, Wildwood and Sycamore. Construction picked up during the 1940s and 1950s, with homes filling in along Sycamore, Wildwood, and Ensor Avenue. Timrod gained some homes during the 1950s and 1960s, though its hilly topography seemed to deter consistent development. Reportedly in 1961, President John F. Kennedy tried to boost the steel industry with the re-introduction of steel houses, with seven buildings being built across the nation. One of them is on Timrod Street, and it is strikingly similar to the all-metal Lustron homes created during the 1940s.

The Lutheran Seminary reportedly housed professors in homes in the neighborhood and has undoubtedly contributed to the neighborhood throughout the years. Its campus has created somewhat of a calming buffer between the neighborhood and busy North Main Street. The campus extended into the neighborhood in the late 1990s when it removed Hillcrest Avenue to build student housing. There are a few vacant lots in the neighborhood that have been filled in with new housing within the past decade or so, but generally the area retains much of its historic buildings and wide, peaceful streets.

PROPOSED ZONING DISTRICT SUMMARY

The parcels currently have various base zoning district as well as –DP (-Design and Preservation Area).

The proposed zoning modifies the –DP (Design and Preservation Area) from an Architectural Conservation District to a Protection Area.

Design and Preservation Area (-DP)

It is the intent of the -DP to protect and improve the quality of the environment of the city by the encouragement of identification, recognition, conservation, maintenance and enhancement of areas, sites, structures, fixtures and other features of the architectural, economic, social, cultural and political history of the city as well as its natural features; to encourage appropriate use of such features, areas, sites, structures and fixtures; and to restrain influences adverse to such purposes, and by so doing to promote the public welfare. To this end, the -DP designation, when appended to a basic district classification, is intended to coordinate the purposes and intent of this article with those regulations established by other provisions whose primary intent is to further the purposes set out in this section.

PROPOSED ZONING TEXT SUMMARY

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; 08816-11-01 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.

~~(8) 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, 09211-07-4, 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.~~

(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.

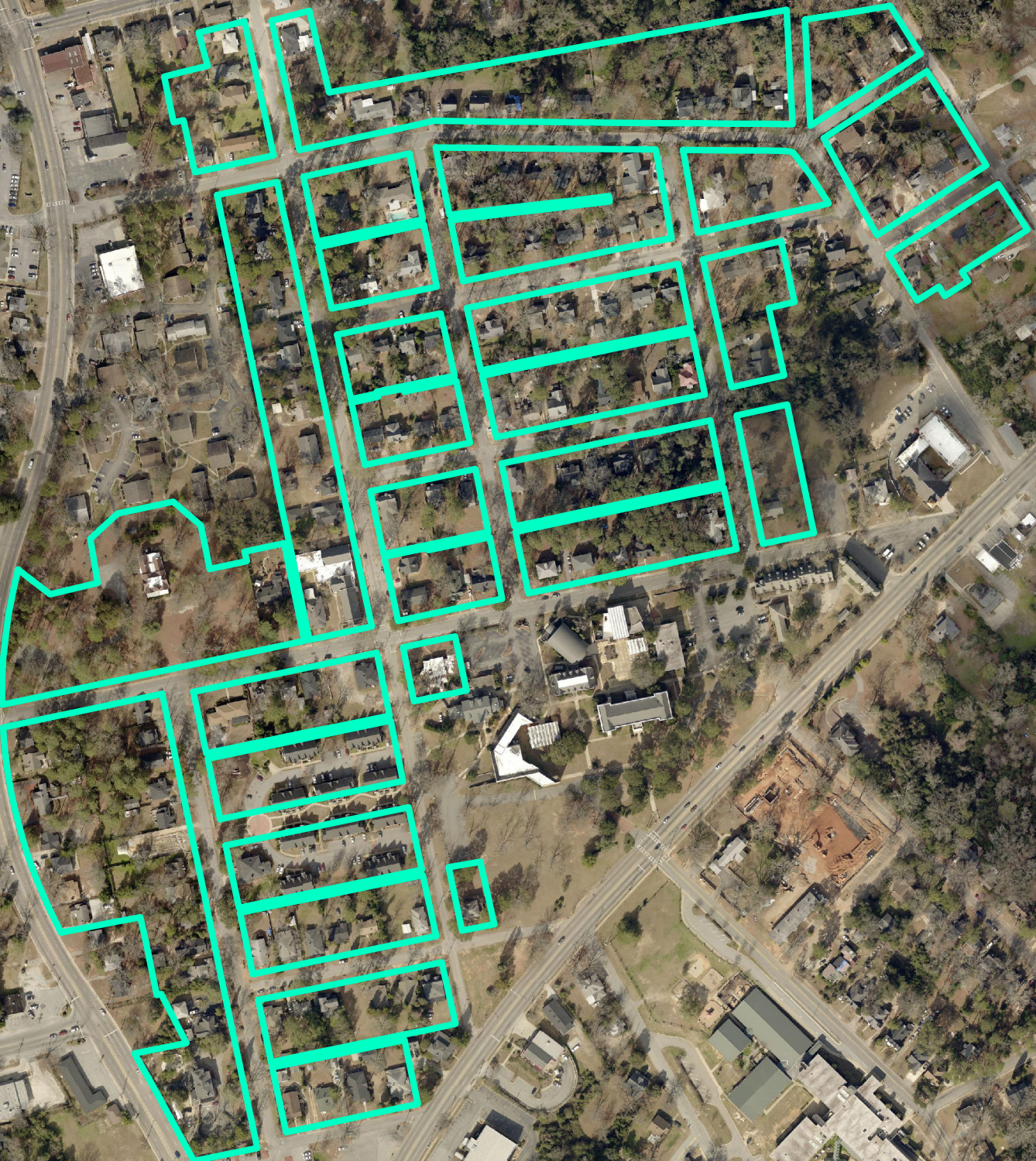
(d) Historic commercial district.

(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)

STAFF RECOMMENDATION

Staff recommends to City Council the movement of language regarding the Seminary Ridge Historic District from Section 17-681(b)(8) of the City of Columbia's Code of Ordinances to Section 17-681(c)(7) to change the Seminary Ridge Historic District from an Architectural Conservation District to a Protection Area and change the language on the Official Zoning Map from "Seminary Ridge Architectural Conservation District" to "Seminary Ridge Protection Area."



Future Land Use Map

Seminary Ridge Historic District

38.a

Department of Planning & Development Services

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
- 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

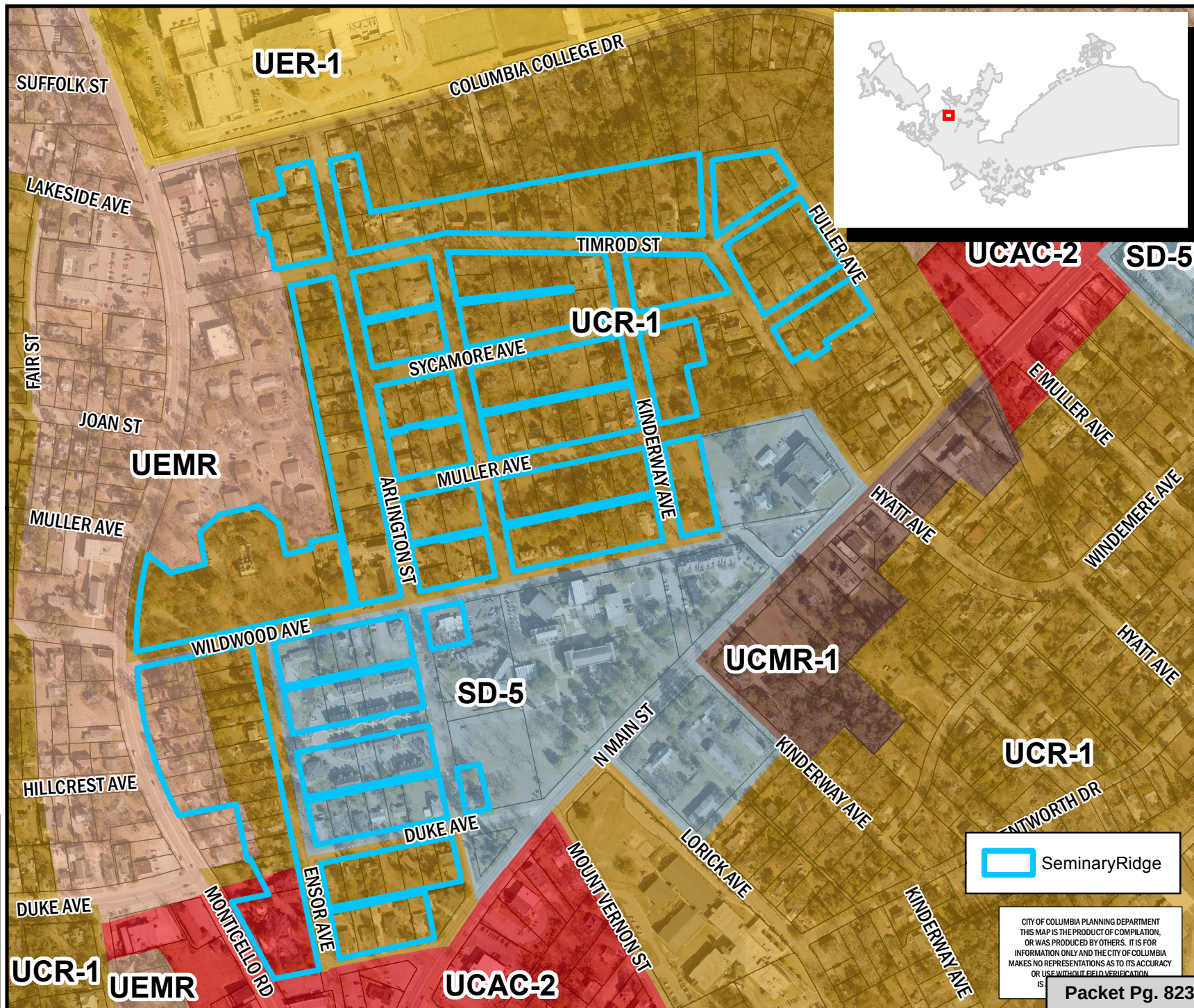


0 100 200 400 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
March 6, 2018



We Are Columbia



SeminaryRidge

CITY OF COLUMBIA PLANNING DEPARTMENT
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OR WAS PRODUCED BY OTHERS. IT IS FOR
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MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
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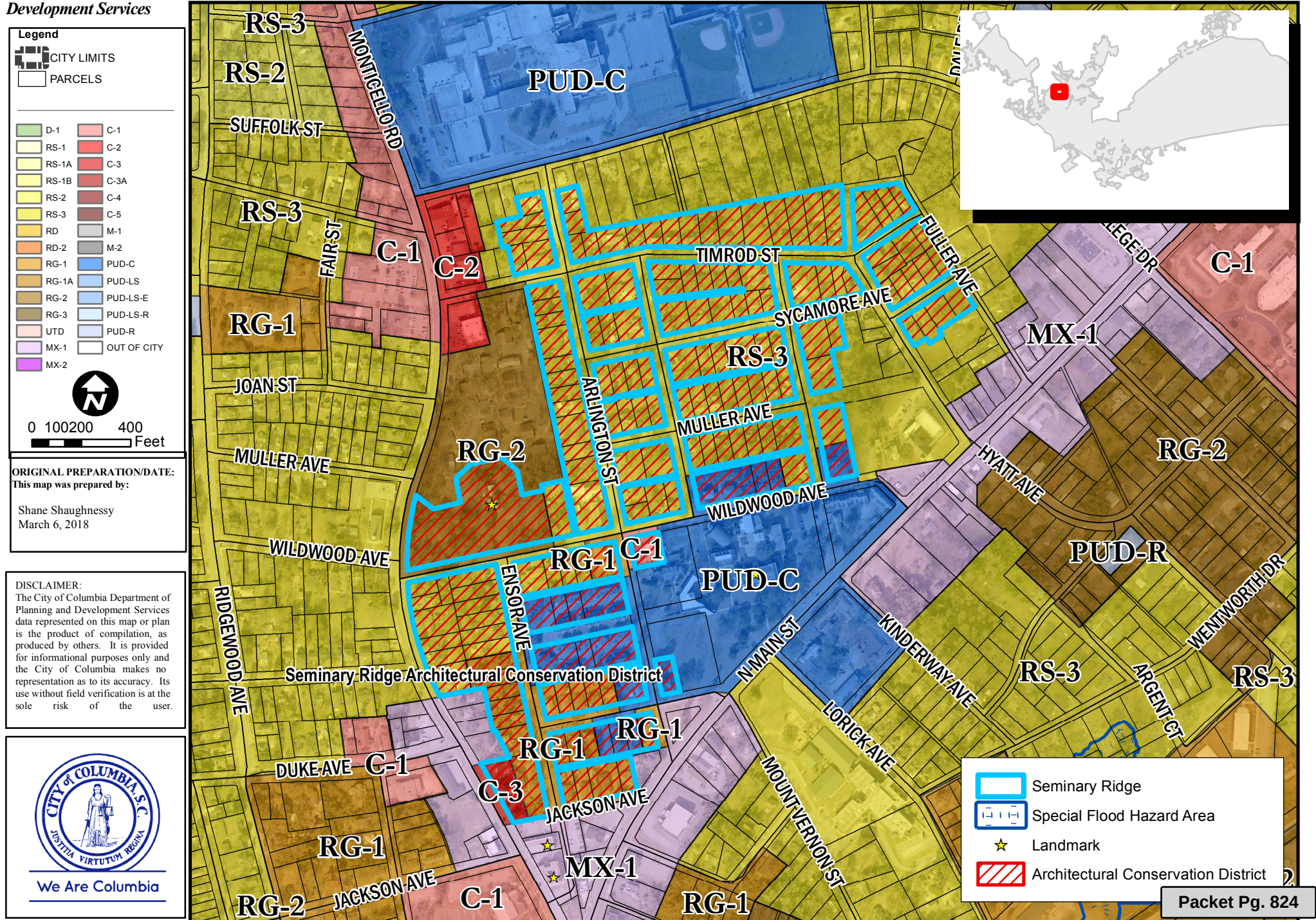
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

Seminary Ridge Historic District

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Seminary Ridge

Protection Area **GUIDELINES**

Adopted _____

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Seminary Ridge Protection Area Guidelines

SECTION I: PURPOSE

Design Guidelines are criteria and standards that the Design/Development Review Commission (D/DRC) must consider in determining the appropriateness of proposed work within a historic district. Appropriateness of work must be determined in order to accomplish the goals of historic zoning, which are:

- Protect the beauty of the City and improve the quality of its environment through identification, recognition, conservation, maintenance and enhancement of areas, sites and structures that constitute or reflect distinctive features of the economic, social, cultural or architectural history of the city and its distinctive physical features;
- Foster appropriate use and wider public knowledge and appreciation of such features, areas, sites, and structures;
- Resist and restrain environmental influences adverse to such purposes;
- Encourage private efforts in support of such purposes; and
- By furthering such purposes, promote the public welfare, strengthen the cultural and educational life of the city, and make the city a more attractive and desirable place to live and work.

SECTION II: DISTRICT PRINCIPLES AND GOALS

- Retain the visual character of the district, so that history and development is understood;
- Maintain residential patterns in the district;
- Encourage new residential development which enhances the existing neighborhood
- Guidelines are not intended to restrict creativity but to guide development in ways that maintain the character of the area and discourage those elements which may threaten it.

SECTION III: HISTORIC SIGNIFICANCE, BOUNDARY DESCRIPTION AND DESIGN CHARACTERISTICS

HISTORIC SIGNIFICANCE

Seminary Ridge is a residential neighborhood surrounded by several major vehicular thoroughfares and historic landmarks, with a landmark building (Ensor-Keenan House) from the late 1800s, and other landmark buildings such as the old Eau Claire Town Hall and the Eau Claire Print building. Located just above the nucleus of the small town of Eau Claire, which developed in the early 1900s, this neighborhood has evidence of its early development as well as continued infill throughout the early and mid-twentieth century. The Lutheran Seminary along its east border has also heavily influenced the landscape and development of the neighborhood.

The capital city of Columbia was expanding rapidly in the early twentieth century. The vehicle age was dawning, and trolley cars were able to move large groups of people rapidly

to the outlying suburbs located to the southeast and to the north of the city's historic borders. Land developers saw the trolley lines as paths to wealth, and soon began buying up large tracts of land to create new neighborhoods along the tracks. Frederick Hargrave Hyatt was one such developer. An agent and eventually area manager for the New York Life Insurance Company, as well as a dairy farmer, Hyatt purchased a home north of Columbia in the early 1890s. He began the development of Hyatt's Park and created several neighborhoods, selling off lots at auction and encouraging the growth of the area. He helped establish an electric railway line out to his developments in 1896. Hyatt donated land to Columbia College, and was a dynamic force for developing the small town of Eau Claire, which was incorporated in 1899 with over 200 residents. The town was in the shape of a circle, with its center at the intersection of North Main Street and Monticello Road.¹

The new town gained some significant buildings in the late 1890s and early 1900s. The Hyatt Park Pavilion, built in 1897, provided an entertainment center with a casino, vaudeville theater, and orchestra and even a zoo. The next year the Hyatt Park School was completed. The Columbia College moved up from their downtown location to their new property in Eau Claire, and broke ground in 1905. The Lutheran Seminary constructed its first large building in 1911, and in the midst of all the new activity, homes and churches were also being built throughout the area, including Eau Claire Presbyterian Church in 1912, St. Paul Baptist Church in 1911, The Lutheran Church of the Ascension, completed in 1913, and others.² While the churches were wood framed, wood-sided buildings, the schools were generally masonry buildings with imposing facades, lending a sense of stability to the new town. Its independence was somewhat brief, however, as the City of Columbia incorporated a portion of Eau Claire in 1913, along with suburbs located east southeast of the city, including Shandon, Waverly and South Waverly.³

The area that is now the neighborhood of Seminary Ridge is located in between the two major thoroughfares within Eau Claire, being the two roads whose intersection formed the center point of the town. Just north of the intersection, the ornately decorated brick American Lutheran Survey building, later the Eau Claire Town Hall was completed in 1914, followed later by the Survey Publishing Building. North of these buildings the neighborhood of Seminary Ridge begins, and residences have remained along this southern border since around the 1920s.

Originally, the neighborhood's southern border created a narrow point at the town's center. A plat map from 1910 indicates that the Monticello Home Company owned the entire area forming a triangle between North Main Street, Ensor and Arlington (west boundary) and Calhoun Street (later Timrod Street), excluding the Lutheran Seminary campus. The Ensor-Keenan House, reportedly built in the late 1860s and rebuilt in 1891 after a fire, was on part of the west boundary of the neighborhood. The company hired an Ohio landscape engineer to draw up the plan, and his plat shows there were to be fairly regularly sized lots, with sidewalks and trees lining the streets. Monticello was the name of the new neighborhood,

¹ Walter Montgomery, Eau Claire Memories: A Pictorial History of the Eau Claire Neighborhood in Columbia, South Carolina 1890-2000 (Columbia, S.C.: The Columbia Star & The New Survey, 2000), 3-4, 6-7.

² Montgomery, 5-6, 57-58

³ John M. Bryan & Associates, "City-Wide Architectural Survey & Historic Preservation Plan, Columbia, South Carolina," 1993, 56. Copy on file with the City of Columbia Planning Office.

and playing on the presidential theme it evoked, original street names included Mt. Vernon and Jefferson (later changed to Calhoun, and changed again to Timrod).

The earliest homes in the area were built adjacent to each other on Muller Avenue, by the Cannon family, with another home built on Wildwood Avenue in 1913. Churches and the Lutheran Seminary also began building in the area during the early 1900s, with the addition of the Lutheran publishing building by the 1910s. Built of stone and brick, these substantial new buildings offered the town a sense of permanence and stability. The City of Columbia annexed part of Eau Claire in 1913, with the remainder annexed in 1955.

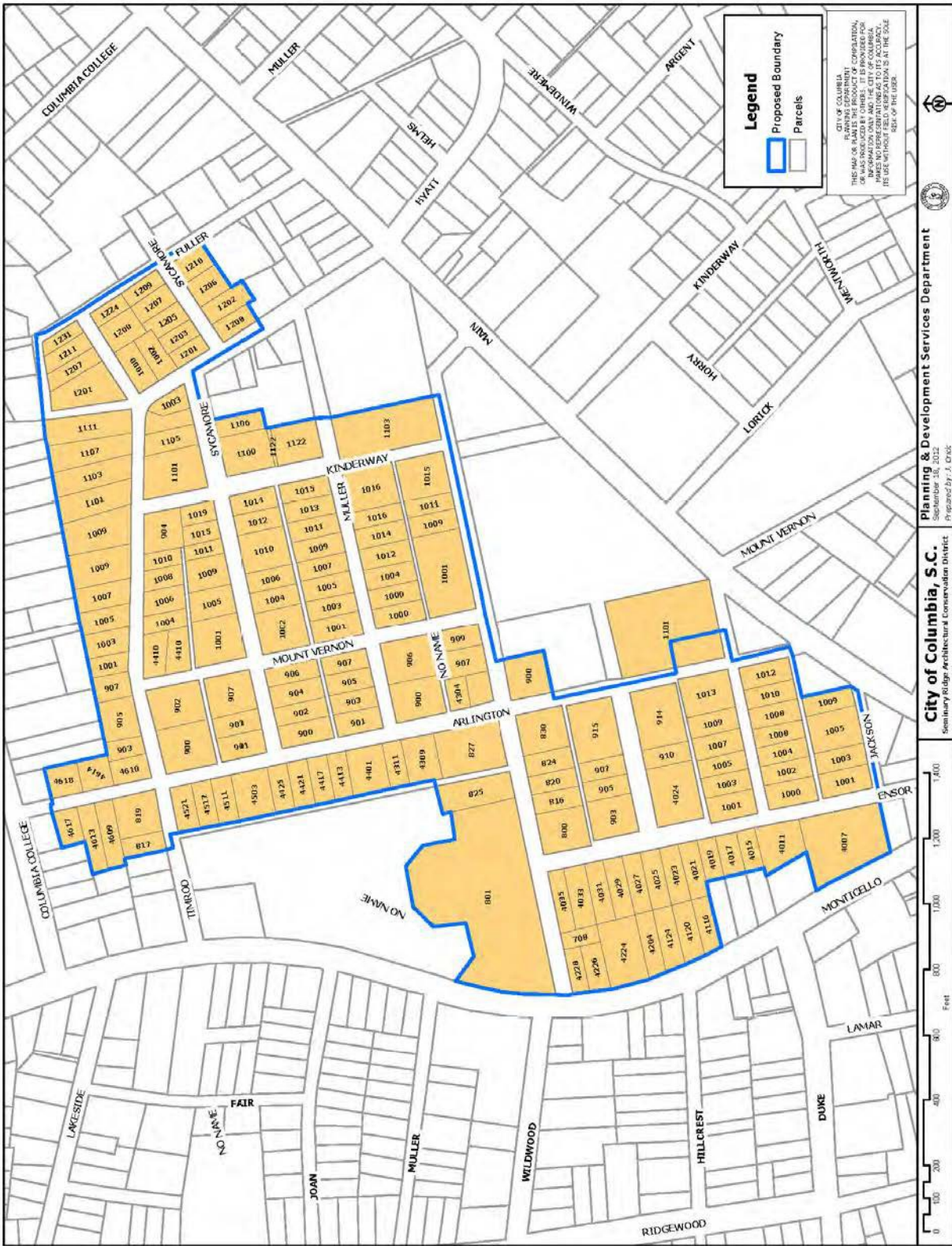
Between those periods the neighborhood continued to gain new houses. Bungalows built during the 1920s appear concentrated in the southern part of the neighborhood, along Jackson, Duke and Hillcrest Avenues, as well as their western border, Ensor Avenue.

The Great Depression brought construction nearly to a halt, though a few buildings were added along Main Street, Arlington, Wildwood and Sycamore. Construction picked up during the 1940s and 1950s, with homes filling in along Sycamore, Wildwood, and Ensor Avenue. Timrod gained some homes during the 1950s and 1960s, though its hilly topography seemed to deter consistent development. Reportedly in 1961, President John F. Kennedy tried to boost the steel industry with the re-introduction of steel houses, with seven buildings being built across the nation. One of them is on Timrod Street, and it is strikingly similar to the all-metal Lustron homes created during the 1940s.

The Lutheran Seminary reportedly housed professors in homes in the neighborhood and has undoubtedly contributed to the neighborhood throughout the years. Its campus has created somewhat of a calming buffer between the neighborhood and busy North Main Street. The campus extended into the neighborhood in the late 1990s when it removed Hillcrest Avenue to build student housing. There are a few vacant lots in the neighborhood that have been filled in with new housing within the past decade or so, but generally the area retains much of its historic buildings and wide, peaceful streets.

BOUNDARY DESCRIPTION

The west boundary generally follows the east side of Monticello Road up to the Ensor-Keenan House, and west sides of the lots along the west side of Arlington Street. The north boundary is generally along the north property lines of the lots on the north side of Timrod Street, then travels southeast along Fuller Avenue before cutting west along the south property lines of houses on the 1200 block of Sycamore Avenue. The boundary travels north along Hyatt and then west on the 1100 block of Sycamore before heading south behind lot lines along the east side of Kinderway Avenue. The boundary extends west from there along Wildwood Avenue before traveling south, where it undulates along the east side of Arlington Street, before heading west along Jackson Avenue, the southernmost border. This boundary generally follows the 1910 plat for the Monticello neighborhood and includes some development along Monticello Road that was simultaneous with the growth of the neighborhood.



PERIOD OF SIGNIFICANCE

The period of significance is from 1910 to 1965, which encompasses the many decades of development that occurred slowly in this neighborhood. This period covers the initial 1910 planned neighborhood from the Monticello Home Company, through the Bungalow and Minimal Traditional and Ranch style homes and is extended through the mid-1960s to include some exceptional examples of mid-century architecture, including an extremely rare all-steel house.

DESIGN CHARACTERISTICS

This is a somewhat eclectic neighborhood given its long period of significance. Early homes from the 1910s have wood clapboard siding and tall roofs, originally clad in standing seam metal. These vernacular homes are concentrated on Muller Avenue. Since development occurred very slowly in the neighborhood, there are only a few of these examples. By the 1920s, Bungalow styles with wood siding and low-slung, varied rooflines and exaggerated porch columns became the norm. Brick siding took over as the dominant exterior building material by the 1930s and 1940s with the influx of the Minimal Traditional styles houses, and continued into the 1950s through the 1960s with Ranch homes. An experimental all-steel house on Timrod is a unique feature of the neighborhood, and a stone-veneered modern house on Wildwood Avenue offers another unique example. Many brick homes feature stucco or other siding in gables, and cast stone or stone is used as a decorative feature around doors. While there are a number of porches, many of them on the sides of buildings, there are also a generous number of stoops in this neighborhood.

There is an unusually diverse and interesting collection of original front doors in this neighborhood, and many of the homes also retain original wood windows with varying designs, each of them complementary to the architecture of the building. Streets are generally wide and there are only a few sidewalks and no curbs. Driveways are concrete, though there are a few examples of gravel or other materials. Most front yards feature concrete sidewalks and the homes are all oriented parallel to the street. A number of old wire fences and some concrete block, piled stone, and other materials form a few low walls in the area.

SECTION IV: ADMINISTRATION

The City staff in the historic preservation office administers the projects within historic districts and Protection Areas, and directs those projects through the review process to the Design/Development Review Commission (D/DRC). When you are planning a project, it is helpful to go ahead and contact the City staff about the work before you make purchases or hire contractors, since the project may require review and/or alterations to help it meet these guidelines. Staff can speak with you, answer questions, visit the site of the project, and look at your plans with you to identify areas that appear to meet or not meet the guidelines.

If necessary, staff will provide you with an application to appear in front of the D/DRC, which is made up of a group of volunteers with professional backgrounds and interest in design and preservation issues, and which meets once a month to review projects. Once a signed application is returned, your project will be placed on the agenda for the next available meeting.

Applying for a building or zoning permit also triggers review by the historic preservation office, so speaking with staff before you make the trip to apply for a permit will help you save time, as we can explain the review process, write memorandums to the permit offices if your project does not require review, and stay in contact with other City staff to help make sure your wait time is minimal.

D/DRC MEETINGS

If your project does require review by the D/DRC, their meetings are held at 4:00 pm, typically on the second Thursday of the month. A blue sign will be placed in your yard 15 days prior to the meeting; it is a simple legal notification for the public hearing. Staff will remove the sign, often the day after the meeting.

At the D/DRC meeting, the staff will present the projects as they appear on the agenda and will usually have photos or plans for the project up on a screen. They will have already prepared an evaluation of your project the week before, showing how it does or does not meet the guidelines. You will be given an opportunity to speak to the D/DRC about your project and answer any questions they may have. Typically, the project is decided that same day, and as soon as possible within the next work day or two, the staff will prepare a Certificate of Design Approval if your project was approved. This will allow you to pull the proper permits. If your project was not approved, then you may revise the project and reapply, or you may appeal the decision to circuit court.

BAILEY BILL

City staff is aware that renovation work on historic houses can be costly, and for large-scale projects that are retaining original features and materials for the building, you may be interested in a tax program we offer called the “Bailey Bill.” This program requires that you meet certain parameters, but if you qualify, then the property’s tax value will remain at its pre-rehabilitation rate for 20 years, which can be a significant incentive.

A. ACTIONS THAT REQUIRE DESIGN REVIEW

1. Additions/Enclosures visible from the public right-of-way
2. New construction
3. Driveways and parking areas
4. Signage
5. Demolition and relocation
6. Changes to rooflines and roof forms

B. ACTIONS THAT DO NOT REQUIRE DESIGN REVIEW

1. Paint color and painting
2. Work not visible from the public right-of-way
3. Interior work
4. Fences and walls
5. Replacement of windows, siding, and doors
6. New construction of outbuildings and carports
7. Demolition of outbuildings and carports
8. Dormer additions, chimneys, and roof materials
9. Porch railings, shutters and columns
10. Sidewalks

- 11. Awnings and canopies
- 12. Screen doors/storm doors/security doors
- 13. Storm windows

C. GENERAL MAINTENANCE AND REPAIR

If you are repairing or replacing materials on the exterior of the building with the same materials (wood for wood, same size and details), you may be required to have a zoning permit. The Zoning Department handles simple permits, and you may call them at 545- 3333 to ask whether your project requires one.

D. REVIEW OF NON-CONTRIBUTING BUILDINGS

These are buildings that generally are outside of the period of significance for the neighborhood or have had significant alterations to the historic form or details, so that they no longer contribute to the character of the neighborhood. While these buildings are still reviewed under the guidelines, they are most often reviewed at staff level.

SECTION V: GUIDELINES FOR NEW CONSTRUCTION

Seminary Ridge has a few empty lots and has had some new construction in recent years that has generally blended with the overall sizes and shapes of buildings in the neighborhood. The guidelines for new construction are from the city ordinance and are the same for all historic districts. These are intended to help guide new development so that it complements surrounding historic buildings and streets rather than detracting from them. These will also help the neighborhood as it changes over time, so that new buildings maintain some of the essential characteristics of the area, such as the setback of buildings from the street, their general heights, forms and other details.

- (1) **Height:** Construct new buildings to a height that is compatible with the height of surrounding historic buildings.
- (2) **Size and scale:** The size and scale of a new building shall be visually compatible with surrounding buildings.
- (3) **Massing:** Arrange the mass of a new building (the relationship of solid components [ex. walls, columns, etc.] to open spaces [ex. windows, doors arches]) so that it is compatible with existing historic buildings on the block or street.
- (4) **Directional expression:** Site the entrance of the building so that it is compatible with surrounding buildings.
- (5) **Setback:** Locate the new building on the site so that the distance of the structure from the right-of-way is similar to adjacent structures.
- (6) **Sense of entry:** Place the main entrance and the associated architectural elements (porches, steps, etc.) so that they are compatible to surrounding structures. The main entrance shall be constructed with covered porches, porticos, or other architectural forms that are found on historic structures on the block or street.
- (7) **Rhythm of openings:** Construct new buildings so that the relationship of width to height of windows and doors, and the rhythm of solids to voids is visually compatible with historic buildings on the block or street. Maintain a similar ratio of height to width in the bays of the façade.
- (8) **Roof shape:** Use roof shapes, pitches, and materials that are visually compatible with those of surrounding buildings.

(9) **Materials, Texture, Details:** Materials, textures, and architectural features shall be visually compatible with the scale, placement, profile, and relief of details on surrounding structures on the block or street. The D/DRC may evaluate other materials based upon their compatibility within the district, the block on which the structure sits, and the materials found therein.



SECTION VI: ADDITIONS

A. PRINCIPLES

It is often necessary to increase the space of a building in order for it to continue to adapt to the owner's needs. Over time, a family's space needs change and, in order to accommodate these needs, a building may need to be enlarged. While these additions are permitted, they should serve to reinforce and not detract from the existing architectural form and design of the building.

Additions should not significantly alter the basic form of a building. Additions visible from the street should be constructed so that the essential form and integrity of the original building will be readily comprehended. Additions should be attached to the rear or least conspicuous side of the building. They should be compatible with yet distinct from the original portions of building and should result in minimal aesthetic damage to it.

B. GUIDELINES

1. The most appropriate location for an addition is the rear of the building.
2. Site additions so that they do not detract from or obstruct important architectural features of the existing building or others around it, especially the principal façade.
3. Additions should be compatible with the original structure in materials, style and detailing, but should be distinct from the original building.
4. The size and scale of the new addition should be in proportion to the existing building and clearly subordinate to it, so that the integrity of the original structure is not compromised.
5. Additions are also subject to the guidelines for new construction.

SECTION VII: REHABILITATION AND MAINTENANCE

1. ROOFS

A. PRINCIPLES

Roofs are highly visibly components of historic buildings. They are an integral part of a building's overall design and often help define its architectural style. The most common residential roof types are gable, hip, or a combination. The original shape and pitch of the roof should be retained.

B. GUIDELINES

1. The original roof form should be retained.
2. Existing ridgelines and pitch should be retained.



2. PORCHES

A. PRINCIPLES

Porches serve as a covered entrance to buildings and a transitional space between the interior and exterior and are an important design feature.

Owners are often tempted to enclose porches for additional year-round living space. Although porch enclosures are generally not recommended, they can be done in an appropriate manner. Transparent materials, such as clear glass enclosures or screens that are set behind balustrade and structural systems and maintain the visual openness of a porch are permitted.

Stoops are a common feature in Seminary Ridge, these are generally uncovered, raised platforms with concrete floors, sometimes with a railing or balustrade, and are often found on the front sides of the buildings. They are generally the same height as the threshold of the front door and have a set of brick or concrete steps down to the front yard.



B. GUIDELINES

1. If enclosures are undertaken, maintain the openness of porches through the use of transparent materials such as glass or screens. Place enclosures behind significant detailing, so that the detailing is not obscured. Designs for front porch enclosures which alter the visual massing and volume of the building are prohibited.
2. Stoops on facades shall not be enclosed.

SECTION VIII: DRIVEWAYS AND PARKING AREAS

When considering construction or replacement of a driveway or parking area, residents must contact City staff in the Development Center and Planning and Preservation offices to obtain the necessary permits. The City Ordinance, Section 17-674(f) provides language for driveways and parking areas in historic districts and is included here.

Criteria for review of driveways and vehicular parking areas. The DDRC, in their review of all construction or alteration of driveways or other vehicular parking areas in residentially zoned DP districts located in the front or secondary front yard, shall use criteria which includes, but is not limited to the following:

- (1) Unless a showing of extraordinary and exceptional conditions pertaining to the piece of property can be shown, the amount of allowable area paved for the use of a driveway or a vehicular parking area shall be limited to a width of (12) feet measured with a straight line that runs parallel to the front or secondary front lot line.



(2) The designated vehicular parking area or driveway shall be placed so as to minimize its visual impact on the primary structure.

(3) Driveways and vehicular parking areas shall be compatible with the existing building and the site and setting of the historic district, taking into account the level of designation.

Appropriate materials are:

- a. Protection area: Brick pavers, cobblestones, concrete pavers, granite, concrete, asphalt, sand, gravel, or crushed stone.
- b. Architectural conservation district: Brick pavers, cobblestones, granite and concrete.

Not in Ordinance:

(4) If a parcel is commercially zoned and a parking lot is desired, parking shall not occur in the front yard. Parking shall be placed to minimize its impact on the associated structure. Parking lots must be surfaced with acceptable materials for paving in the historic district and any buffer walls or site improvements are subject to review for design and materials. Surface parking must be placed at 15' or more from a street right-of-way. Screening shall be required between a parking lot edge and a street right-of-way. Lighting must be appropriate for the residential and historic district in which the parking lot is located.

SECTION IX: BUSINESS SIGNAGE DEFINITION

Sign, business means any sign which relates in its subject matter to the buildings, businesses, establishments, occupants, uses, functions, or premises on which it is located, or to products, accommodations, services or activities offered, sold or engaged in or on the premises on which it is located. Mobile signs and portable signs may be business signs, but billboards or advertising signs are not business signs.

A. PRINCIPLES

In a residential area with the possibility of once residential properties being converted into commercial businesses, signage can have a great impact on nearby residential properties. Proper sizing, style, materials, location, and illumination will influence not only how effective a sign is for its associated business, but also its impact on the greater community.

The following guidelines do not supersede the Columbia Sign Ordinance. All signs must comply with the regulations contained in the Code of Ordinances, Columbia, South Carolina; Chapter 17, Planning, Land Development and Zoning, Divisions 12, Signs.

B. GUIDELINES

(1) **Color:** Limit total number of colors to increase legibility. Sign colors should complement the colors used on the structures and the project as a whole. Advertising signs should not be painted directly over brick facades.

(2) **Materials:** The following materials are recommended for signage in the Seminary Ridge Neighborhood (change wording here as necessary for historic district):

--Wood (carved, sandblasted, etched, and properly sealed and painted, or stained)

--Metal (formed, etched, cast, engraved, and properly primed and painted or factory coated to prevent corrosion);

--High density pre-formed foam or similar material. New materials may be appropriate if properly designed in a manner consistent with these guidelines, and painted or otherwise finished to complement the associated architecture.

(3) Legibility:

Keep the message brief for greatest legibility and effectiveness. Evaluate each word and remove any words that do not contribute directly to the basic message of the sign.

Do not space words or letters too closely together; likewise, limit the number of lettering styles to increase legibility. Glossy finishes which could cause glare should be avoided.

(4) Location:

Wall signs: signs should be placed consistent with the building's proportions and scale of elements. They should be located where architectural features or details suggest a location, size or shape for the sign. Signs should not obscure or interrupt existing architectural elements.

Ground mounted signs should be low and should not impede any sight triangles. Monument signs as well as signs hanging from a wrought iron or wood post would be appropriate. These signs should be placed far enough back from the front property line to be properly associated with the structure in which the business resides.

Window signs (such as vinyl lettering on glass) are prohibited in a primarily residential historic district.

(5) Illumination: Consider first whether the sign needs to be lighted at all, particularly in a primarily residential neighborhood. Nearby street lights may provide ample illumination.

If the sign can be illuminated by an indirect source of light, this is usually the best arrangement because the sign will appear to be better integrated into the building's architecture. A light fixture mounted on the building may provide adequate lighting. A flood light installed at ground level and directed up is appropriate for a stand-alone sign.

SECTION X: RELOCATION

A. PRINCIPLES

1. Much of a building's value is in its context: the street on which it sits, the buildings that surround it, and the landscape. Therefore a building should remain in its context unless its existence is threatened by encroachment or it cannot be preserved in the original location.
2. Moving a historic building from its original site should not occur.
3. Moving a non-historic building, or a building, which has irretrievably lost its architectural and historical integrity, may be appropriate.
4. Moving a building into the district is permitted if it is compatible with the district.

B. GUIDELINES

1. Moving a building into the district is permitted if the building will be compatible with the historic buildings surrounding the new location in terms of height, scale, setback, and rhythm of spacing, materials, texture, details, roof shape, orientation, and proportion and rhythm of openings.
2. Moving a building out of a district is not permitted unless the building does not contribute to the district's historical or architectural significance, or has irretrievably lost its architectural and historical integrity.

SECTION XI: DEMOLITION

A. PRINCIPLES

The demolition of an historic building should be an action of last resort. When a structure is demolished, the community loses a part of its history, which cannot be replaced. When a house is removed and not replaced, the fabric of the neighborhood is undermined.

Accordingly, such requests are reviewed very deliberately and require detailed information. Additionally, the removal of a structure without a replacement should be permitted in only the most extreme of circumstances and when all other options have been exhausted.

B. Criteria for Review *Reprinted from Code of Ordinances for City of Columbia & Rules & Regulations of Design/Development Review Commission.*

1. The historic or architectural significance of a building, structure, or object;
2. A determination of whether the subject property is capable of earning a reasonable economic return on its value without the demolition, consideration being given to economic impact to property owner of subject property;
3. The importance of the building, structure, or object to the ambience of a district;
4. Whether the building, structure, or object is one of the last remaining examples of its kind in the neighborhood, city or region;
5. Whether there are definite plans for the reuse of the property if the proposed demolition is carried out, and what the effect of those plans on the character of the surrounding area would be;
6. The existing structural condition, history of maintenance and use of the property, whether it endangers public safety, and whether the city is requiring its demolition;
7. Whether the building or structure is able to be relocated, and if a site for relocation is available; and
8. Whether the building or structure is under orders from the city to be demolished, and this criteria shall be given more significance than the above- mentioned criteria.

C. Types of Information *In addressing each of the demolition criteria the D/DRC may require the following types of information:*

1. Estimate of the cost of demolition, and estimate of the cost of renovation;
2. Report from an engineer, architect, or contractor as to the structure(s) on the property and their suitability for rehabilitation;
3. Estimated market value of the property in its current condition; after demolition, after renovation of the existing property for continued use, with proposed redevelopment;
4. Estimate from an architect, developer, real estate consultant, appraiser, or other real estate professional experienced in rehabilitation or reuse of the existing structure(s) on the property;
5. Information on any current negotiations to buy, rent, or lease property;
6. All appraisals obtained within the previous two (2) years by the owner or applicant in connection with the purchase, financing or ownership of the property;
7. Except in the case where a structure poses an extreme life-safety hazard, the demolition of a structure shall not be approved until the plans for its replacement have been reviewed and approved by the Design/Development Review Commission.

SECTION XII: DEFINITIONS

Please also see the Land Development ordinance for additional definitions.

Addition: 1. Construction that increases the living or working space of an existing structure, and is capable of being mechanically heated or cooled. (*ex. porch enclosures, room additions, etc.*) 2. An alteration that changes the exterior height of any portion of an existing building. 3. Any extension of the footprint of the structure, including porches and decks.

Appropriate: Suitable for, or compatible with, a structure or district, based upon accepted standards and techniques for historic preservation and urban design as set forth in the Secretary of the Interior's Standards and these guidelines.

Architectural feature/element: Any of the component parts that comprise the exterior of a building, structure or object that convey the style of a building. (*ex. Victorian, Bungalow, etc...*)

Character-defining feature: a detail or part of a structure that imparts style or design and distinguishes it from other structures (*ex. porch railings, decorative windows*)

Compatible: to conform or be in harmony with the components of the style of a building or the character of a district.

Contributing (building/structure/site): A building, structure or site that reinforces the visual integrity or interpretability of a historic district. A contributing building is not necessarily "historic" (50 years old or older). A contributing building may lack individual distinction but add to the historic district's status as a significant and distinguishable entity.

Demolition: Active deconstruction in whole or in part of a building, object, or site.

Elevation: 1. Height in terms of distance from grade; 2. an exterior wall of a building, usually used in referring to portions other than the façade.

Enclosure: To close off a previously exterior open space, through the installation of walls or other devices.

Exterior Change: An action that would alter the appearance of a structure. Examples include: change in roof pitch or form, or replacing or covering exterior siding with substitute material, reducing, enlarging, closing or relocating window or door openings

Façade: An exterior side of a building; usually the front elevation of the building.

General maintenance and repair: Work meant to remedy damage due to deterioration of a structure or its appurtenances or general wear and tear, which will involve no change in materials, dimensions, design, configuration, color, texture or visual appearance.

Major: Substantive; substantial; as in considerable amount of.

Muntin/Mullion: The strips of the window that divides the glass into panes or lights.

Muntins are horizontal, mullions are vertical.

New Construction: The construction of any freestanding structure on a lot that ordinarily requires a permit. This may apply to a variety of activities such as storage buildings, carports & garages, secondary dwellings, etc.

Non-contributing (building/ structure/site) A building, structure or site which no longer reinforces the visual integrity of the district either because it is a vacant parcel, it is a structure that was built outside of the period of significance of the district (and does not appear similar to those within the period of significance) or it is an historic structure that has lost its architectural integrity.

Period of Significance: **a.** For an individual structure: the date of construction plus or minus ten years; **b** for a district, the span of time from the date of the oldest building within the boundaries to the date by which significant development ended.

Secondary Front Yard: The non-primary side of a building on a corner lot.

Shall: What must happen.

Should: What must happen unless evidence is presented to illustrate why an alternative is more suitable.

APPENDIX A: ENERGY EFFICIENCY AND HISTORIC BUILDINGS

Just because you live in a charming old house does not mean you have to suffer through high energy bills or uncomfortable rooms. Historic houses have a lot of great features that were designed to take advantage of passive energy measures, like operable windows that were aligned for cross-ventilation, porches, thick materials like plaster and brick which help retain the interior temperature, and they often have mature deciduous trees around that help block the summer sun but allow the warmth in during winter months.

A variety of published studies indicate that historic homes can be as efficient as newly constructed buildings. Did you know that weather stripping a well-maintained historic window and adding a storm window can cost less than half the price of a new window but match the energy savings? Insulating in your attic and under the first floor is one of the best ways to stop energy loss in the building, as well as simple tricks like caulking around windows, doors and plumbing holes, adding weather stripping to windows, doors and your attic hatch, which is a big energy loss for buildings.

In an effort to help you enjoy your old home, these guidelines do not review energy saving measures like shutters, storm windows, storm doors or any weather stripping. Any interior treatments such as cellular shades, reflective roll shades, thermal drapes, or interior shutters are also not reviewed.

APPENDIX B: WINDOW REPAIR

Wonderful avenues for glimpses of the outside, for natural ventilation and for natural light, windows offer a lot of advantages for our homes. Historic windows offer even more benefits, they were built to complement the architecture of the house, they used old, slow growing wood with natural density and disease and rot resistance, and they were created to be almost infinitely repairable. The windows in Seminary Ridge offer a lot of variety between houses, but for each home they were obviously carefully selected to match the architecture of the home. Created for just a few decades in the early 1900s, some of these styles have never been repeated. Modern materials attempt to replicate the details of these old windows, but they often fail to evoke the character and solidarity of the original windows.

Repair

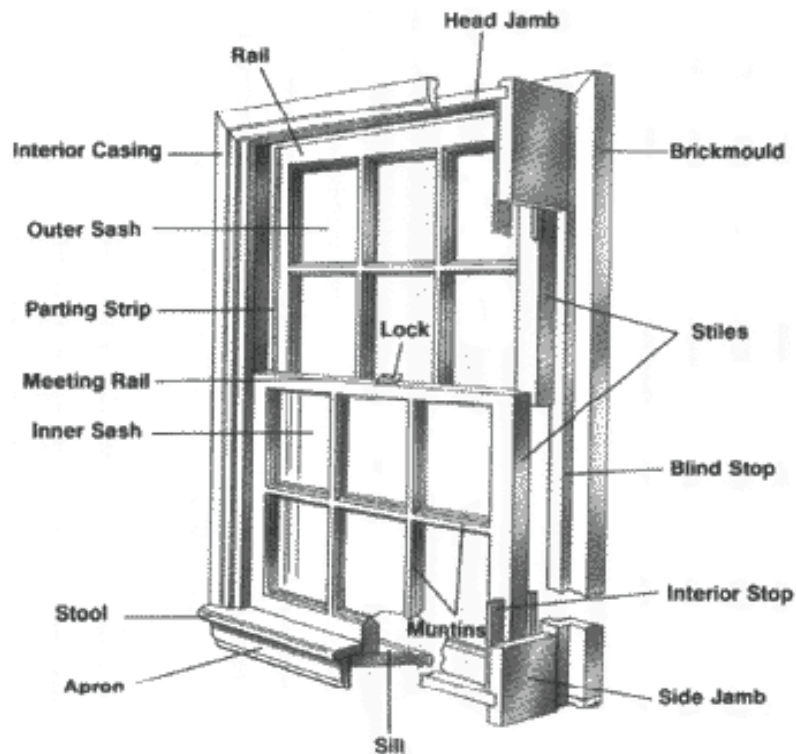
Windows are a significant character-defining feature of any structure. Original windows were constructed so that individual components could be repaired instead of requiring wholesale replacement if one piece breaks or rots. This often means that an existing historic window will be cheaper to repair than to replace. Additionally, materials in historic windows tend to be of better quality than anything available today. The following qualities of the original window must be carefully considered and rigorously applied when repairing windows in order to maintain visual consistency between new and existing window components:

- *trim detail;*
- *pane size, shape of frame, sash;*

- *location of meeting rail;*
- *reveal or set-back of window from wall plane;*
- *materials, reflective qualities of glass;*
- *glazing*
- *muntin, mullion profiles, configuration*

If sticking windows are a problem, or the windows simply won't open, the culprit is often the build-up of many layers of paint. A simple hand tool can easily remedy this situation in just a few minutes. Consider your City's historic preservation staff as a resource for assessment of your windows and free tips for repair.

Anatomy of a Window



ORDINANCE NO.: 2018-021

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 to delete (8) and amend (c) Protection area district to add (7)

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2018, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 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 to delete (8) and (c) Protection area district to add (7), is amended to read as follows:

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; 08816-11-01 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.

(8) 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, 09211-07-4, 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.~~

(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.

Requested by:

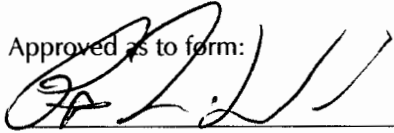
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENTS - 700 Gervais Street, TMS# 08916-11-02

PURPOSE: Council District: 2

Proposal: Request to rezone the parcel from M-1, M-2, -DD, -ID and -DP to MX-2, -ID and -DP

Applicant: Ben Arnold, Southern Realty Development Corp.

Staff Recommendation: Approval

PC Recommendation: 04/09/2018; Approval (6-0)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ZMA-2018-0003_Gervais700(PDF)



CITY COUNCIL

May 15, 2018 at 6:00 pm

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

Zoning Map Amendment Case Summary 700 Gervais Street, TMS# 08916-11-02

Council District:	2
Proposal:	Request to rezone the parcel from M-1, M-2, -DD, -ID and -DP to MX-2, -ID and -DP
Applicant:	Ben Arnold, Southern Realty Development Corp.
Staff Recommendation:	Approval
PC Recommendation:	04/09/2018; Approval (6-0)
ZPH, 1st Reading:	05/15/2018; Pending
2nd Reading:	06/05/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 8.72 acres

Current Use: Mixed use

Proposed Use: Mixed use development

SC Aeronautics Overlay: The subject property is located within the SC Aeronautics Airport Vicinity Zone as it is in proximity to the Jim Hamilton-LB Owens Airport.

Land Use Classification: Urban Core Regional Activity Center (UCAC-3)

Current Zoning: Light Industrial District (M-1), Heavy Industrial District (M-2), -Design/Development Area (-DD), -Innovista Design District (-ID) and -Design and Preservation Area (-DP)

Proposed Zoning: Mixed-Use Urban District (MX-2), -Innovista Design District (-ID) and -Design and Preservation Area (-DP)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Regional Activity Center (UCAC-3) in The Columbia Plan 2018 Future Land Use Map.

These developments are intense mixed-use business districts within the urban context. They may be adjacent to the central business district, or found in the outer areas of the City. They are primary destinations for work and play which attract people from more than a 20-mile radius or drive distance. The uses are built within the urban blocks and grid, and whole scale redevelopment of blocks or adaptive reuse of existing structures may occur in these areas. Their scale is large and may take up multiple City blocks. Their primary use is as a business district but high-intensity residential in mixed-use buildings is also appropriate.

Primary Types:

- Small to Extra Large Business/Employment (inc. High-rise, excl. Flex)
- Multi-family Medium and High-rise Mixed-use

Secondary Types:

- Multi-family Medium to High-rise
- Small to Large Flex
- Civic/Institutional
- Parking Structures

Tertiary Types

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

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

The subject parcel is within the study areas of three plans: the *City Center Master Plan* (1999), the *Innovista Master Plan* (2007) and the *West Gervais District Plan* (2017).

The property is located within the Vista District as delineated by the *City Center Master Plan*. The Plan does not make any recommendations specific to the property, but the general recommendations for urban design standards in the downtown core resulted in the adoption of the City Center Design/Development Zoning Overlay District and guidelines.

The *Innovista Master Plan* addressed the historic downtown grid between the Congaree River, Gervais, Assembly, and Catawba. The Plan classifies the subject property as falling within the Entertainment District (pgs. 24 & 25), and the adjacent streets were identified as follows for circulation purposes: Gervais Street - Boulevard II, Wayne Street - Street II (also as a service street) (pgs. 31-33). The Plan's emphasis on urban design was translated into the Innovista Design Zoning Overlay District and guidelines.

The *West Gervais District Plan* proposes a future land use of Mixed Use – Commercial for the subject property, with ground-floor activity zones along Gervais Street. The block between Gervais, Senate, Wayne, and Gadsden is proposed to be included within a Height Overlay area, with upper floor stepbacks of at least 25' along Gervais Street (pgs. 22 & 23). In order to maintain pedestrian connectivity and access, the Plan also proposes a pedestrian cut through between the structures that currently house Wet Willie's and Tin Lizzy's, and identifies an existing pedestrian cut, which is the parking lot to the East of Wet Willie's (this cut through allows for continuation along the alignment of Gadsden Street, which does not exist between Gervais and Pendleton) (pgs. 27 & 31). The proposed cut through is also identified as a location for proposed public art, and terminates along Gervais Street at a location which is recommended for a mid-block crossing (pg. 31). For the study area as a whole the Plan recommends improvement of the public realm, inclusion of bicyclist- and pedestrian-oriented infrastructure improvements, and greening of the area through the provision of green alleys, green roofs, and parklets.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Light Industrial District (M-1), Heavy Industrial District (M-2), - Design/Development Area (-DD), -Innovista Design District (-ID) and -Design and Preservation Area (-DP). The abutting properties in the City of Columbia are zoned Planned Unit Development- Residential District (PUD-R) to the West, Mixed-Use Urban District (MX-2) to the South, Heavy Industrial District (M-2) and Planned Unit Development- Commercial District (PUD-C) to the East and Light Industrial District (M-1) to the North.

The proposed zoning is Mixed-Use Urban District (MX-2), -Innovista Design District (-ID) and -Design and Preservation Area (-DP)

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.

Heavy Industrial District (M-2)

The M-2 district is intended to accommodate primarily those uses of a manufacturing and industrial nature, and secondarily those uses which are functionally related thereto such as distribution, storage and processing. General commercial uses are allowed but are considered incidental to the predominantly industrial nature of the district. Certain related structures and uses required to serve the needs of the primary uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. In addition, certain uses are permitted only as special exceptions or are prohibited in order to protect such uses from the potentially incompatible characteristics of industrial areas.

Mixed-Use Urban District (MX-2)

The MX-2 district is intended to accommodate the development of a wide range of commercial, research, residential, retail, and university uses in an urban mixed-use context. To promote development that exhibits the physical design characteristics of pedestrian-oriented streets, open space and parks, along with mixed uses and urban densities, the district provides flexibility from the conventional use and bulk requirements of other zoning districts. The intent of this article is that the MX-2 district classification be applied only within the urbanized region of the central business area.

-Design/Development Area (-DD)

The -DD area is intended to protect the area identified as "City Center" which is undergoing redevelopment and revitalization from incompatible land uses and influences which do not complement or promote the high-intensity mixed use character of the area. It is also the intent that new developments within the -DD area are coordinated to ensure that the land use, pedestrian environment, urban design, open space, signs, street scape and traffic circulation are sensitive to and implement the overall objectives and concept of the applicable redevelopment plan. Development within the -DD area must comply with design guidelines set forth in this Code and in the publication "City Center Design/Development Guidelines, Final Report, September 1, 1998," LDR International, Inc. Consultants.

The -DD area consists of approximately 1,400 acres in the area bounded as follows: on the North by Elmwood Avenue, east by Pickens Street, South by Blossom Street, and West by the Congaree River. Any lot of record which fronts or abuts Elmwood, Pickens or Blossom within the area described above shall be deemed to fall within the -DD area.

-Innovista Design District (-ID)

The ID overlay district is intended to implement the general principles found in the Innovista Master Plan by encouraging a vibrant, mixed-use, pedestrian-oriented urban fabric along with parks and open space that will interconnect to the City Center and adjacent neighborhoods. Development within the ID area must comply with design guidelines adopted by city council on June 3, 2009, entitled "Innovista, Design Development Guidelines, April 2009." The boundaries are outlined on the official City of Columbia zoning map.

-Design and Preservation Area (-DP) (West Gervais Historic Preservation Area District & West Gervais Historic Commercial District)

It is the intent of this article to protect and improve the quality of the environment of the city by the encouragement of identification, recognition, conservation, maintenance and enhancement of areas, sites, structures, fixtures and other features of the architectural, economic, social, cultural and political history of the city as well as its natural features; to encourage appropriate use of such features, areas, sites, structures and fixtures; and to restrain influences adverse to such purposes, and by so doing to promote the public welfare. To this end, the -DP designation, when appended to a basic district classification, is intended to coordinate the purposes and intent of this article with those regulations established by other provisions whose primary intent is to further the purposes set out in this section.

STAFF RECOMMENDATION

Staff recommends City Council approval of a rezoning of this property from M-1, M-2, -DD, -ID and -DP to MX-2, -ID and -DP.



Future Land Use Map

700 Gervais Street, TMS# 08
Existing FLU: UCAC-3

39.a

Department of Planning &
Development Services

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
- 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 60 120 240
Feet

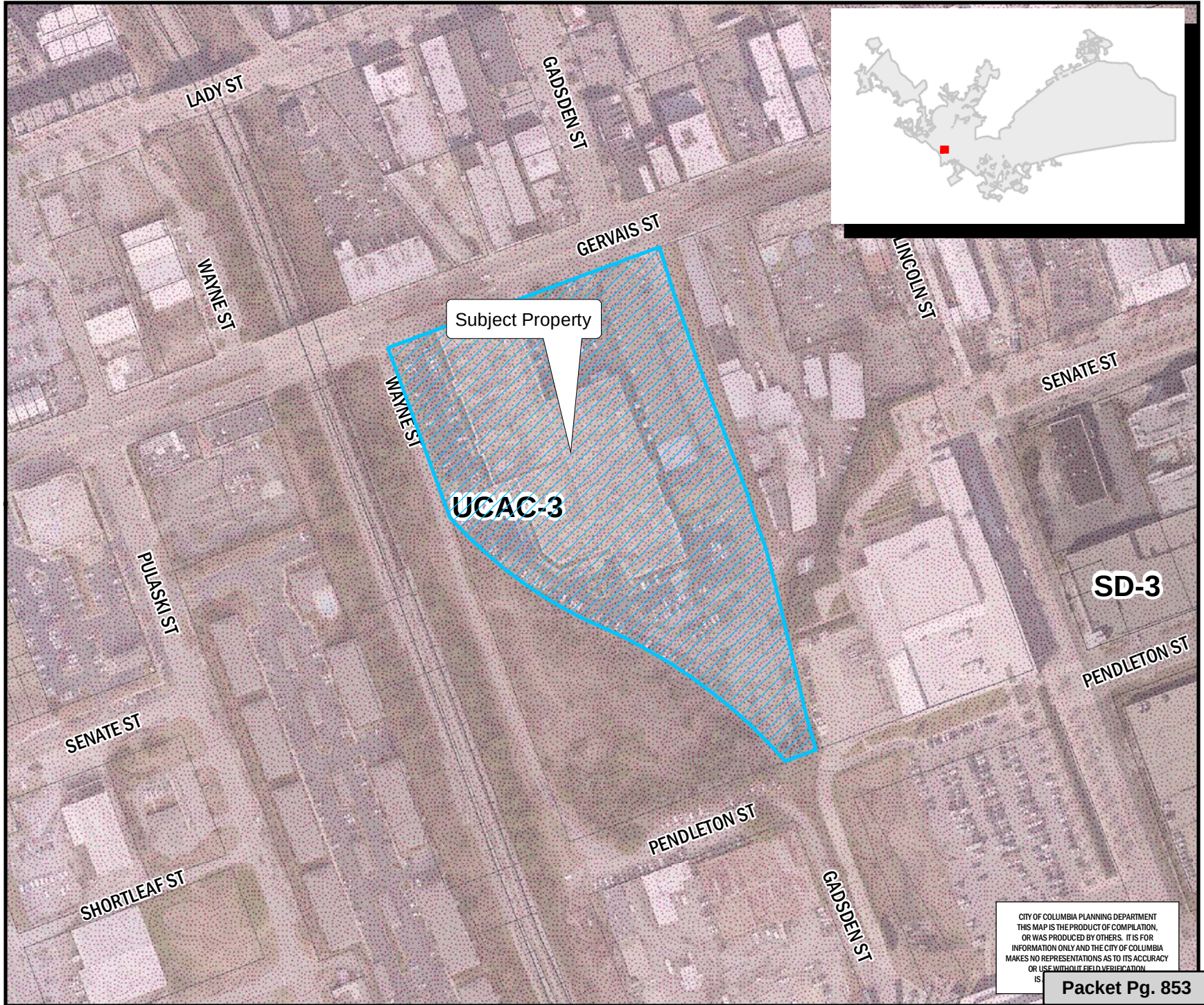
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
February 27, 2018



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 853

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

700 Gervais Street, TMS# 08916-11-02;

39.a

Existing Zoning: M-1, M-2, -DP, -DD, and -ID, Proposed Zoning: MX-2, -DP, and -ID

Department of Planning &
Development Services

Legend

 CITY LIMITS
 PARCELS

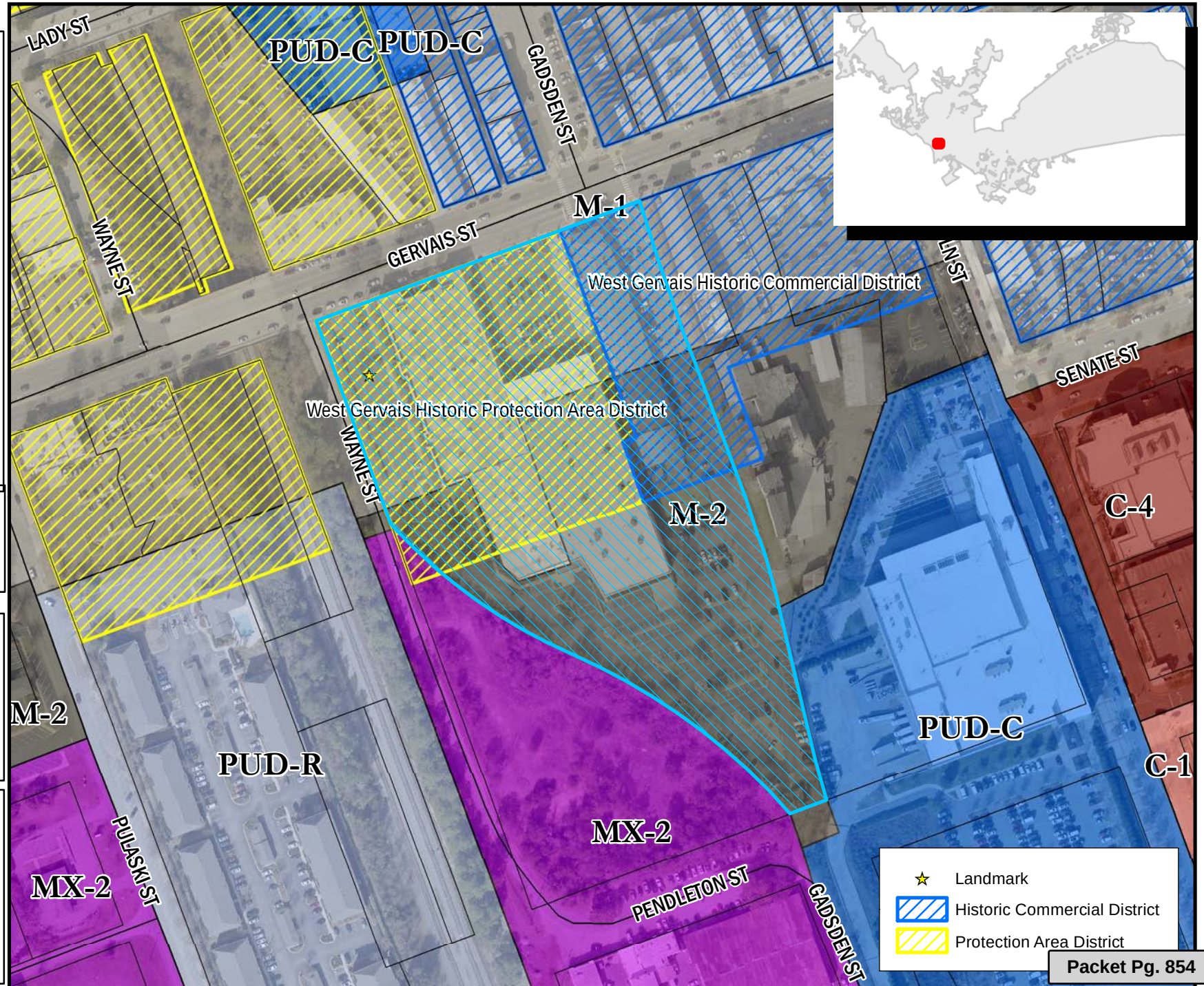
 D-1	 C-1
 RS-1	 C-2
 RS-1A	 C-3
 RS-1B	 C-3A
 RS-2	 C-4
 RS-3	 C-5
 RD	 M-1
 RD-2	 M-2
 RG-1	 PUD-C
 RG-1A	 PUD-LS
 RG-2	 PUD-LS-E
 RG-3	 PUD-LS-R
 UTD	 PUD-R
 MX-1	 OUT OF CITY
 MX-2	



0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
February 27, 2018

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Zoning Map

Department of Planning &
Development Services

700 Gervais Street, TMS# 08916-11-02;
Existing Zoning: M-1, M-2, -DP, -DD, and -ID, Proposed Zoning: MX-2, -DP, and -ID

Legend

 CITY LIMITS

 PARCELS

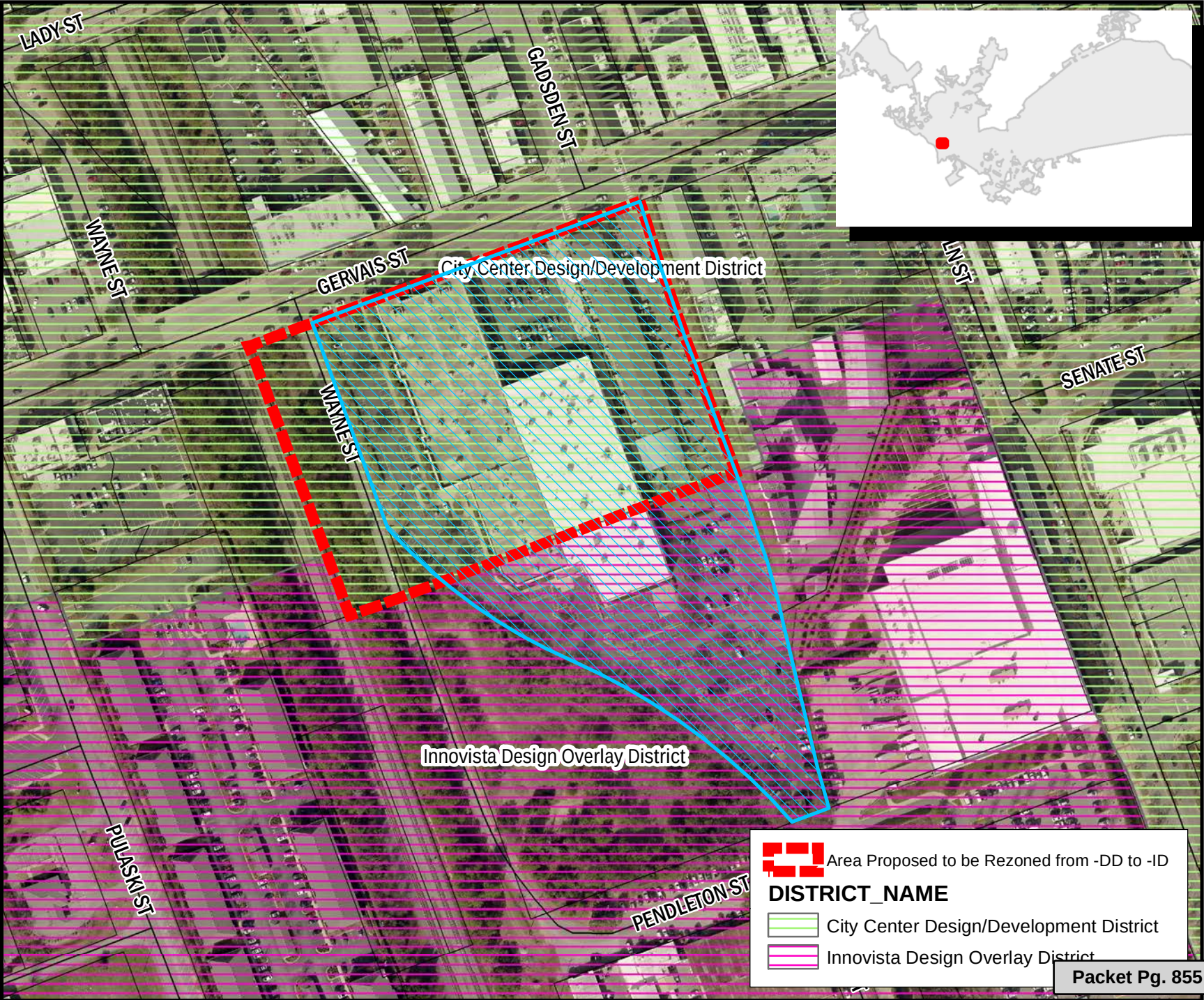


0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
February 27, 2018

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 Area Proposed to be Rezoned from -DD to -ID

DISTRICT_NAME

 City Center Design/Development District

 Innovista Design Overlay District

Zoning Map

Department of Planning &
Development Services

700 Gervais Street, TMS# 08916-11-02;
Existing Zoning: M-1, M-2, -DP, -DD and -ID, Proposed Zoning: MX-2, -DP and -ID

39.a

Legend

- CITY LIMITS
- PARCELS



0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
March 6, 2018

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We Are Columbia



Table of Permitted Uses
M-1
Permitted Principal Uses
Food crops grown within a covered enclosure
General farms, primarily crop
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building construction-General contractors and operative builders
Building Construction - Office Only
Construction other than building construction-General contractors
Construction other than building construction - Office Only
Construction-Special trade contractors
Construction - Special trade contractors - Office Only
Food and kindred products
Bakery products
Microbrewery (Sec. 17-290) products
Apparel and other finished products made from fabrics and similar materials
Lumber and wood products, except furniture
Furnitures and fixtures
Printing, publishing and allied industries
Measuring, analyzing and controlling instruments; photographic, medical and optical goods; watches and clocks
Railway express service

Table of Permitted Uses
M-2
Permitted Principal Uses
Food crops grown within a covered enclosure
General farms, primarily crop
Veterinary services with indoor kennels
Veterinary services with outdoor kennels
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building construction-General contractors and operative builders
Building Construction - Office Only
Construction other than building construction-General contractors
Construction other than building construction - Office Only
Construction-Special trade contractors
Construction - Special trade contractors - Office Only
Food and kindred products
Bakery products
Microbrewery (Sec. 17-290) products
Tobacco products
Textile mill products
Apparel and other finished products made from fabrics and similar materials
Lumber and wood products, except furniture
Furnitures and fixtures
Paper and allied products

Table of Permitted Uses
MX-2
Permitted Principal Uses
Veterinary services with indoor kennels
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building Construction - Office Only
Construction other than building construction - Office Only
Construction - Special trade contractors - Office Only
Printing, publishing and allied industries
Private Commercial Storage (Sec. 17-260)
Arrangement of Transportation Services
Telephone communication (wire or radio)
Communication: Telegraph
Water supply services
Sewerage Systems (Sec. 17-262)
Paint, glass and wallpaper stores
Hardware stores
Retail nurseries, lawn and garden supply stores
Department stores
Variety stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Retail bakeries

Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing
Trucking, local and long distance
Motor freight transportation and warehousing: Local trucking without storage
Motor freight transportation and warehousing: Local trucking with storage
Public warehousing
Public warehousing: Miniwarehouse (Sec. 17-260)
Private Commercial Storage (Sec. 17-260)
U.S. Postal Service
Water transportation
Transportation by air
Pipelines
Transportation services
Arrangement of Transportation Services
Telephone communication (wire or radio)
Communication: Telegraph
Radio and television broadcasting
Communication: Cable
Electric substations
Water supply services
Sewerage Systems (Sec. 17-262)

Printing, publishing and allied industries
Chemicals and allied products
Petroleum refining and related industries
Rubber and miscellaneous plastic products
Leather and leather products
Stone, clay, glass and concrete products
Primary metal industries
Fabricated metal products, except machinery and transportation equipment
Machinery, except electrical
Electrical and electronic machinery, equipment and supplies
Transportation and equipment
Measuring, analyzing and controlling instruments; photographic, medical and optical goods; watches and clocks
Manufacturing industries, not elsewhere classified
Railroad transportation
Railroads
Railway express service
Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing
Trucking, local and long distance
Motor freight transportation and warehousing: Local trucking without storage
Motor freight transportation and warehousing: Local trucking with storage

Food stores: Miscellaneous
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Banquet Hall
Hotels, motels, and tourist courts
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)
Organization hotels and lodginghouses on membership basis
Garment pressing and agents for laundries and dry cleaners
Laundry and garment services not elsewhere classified
Taylor and alteration shops
Coin-operated laundries and dry cleaning

Motor vehicles and automotive parts and supplies
Wholesale trade-Durable goods
Wholesale trade, Non durable goods: Paper and paper products
Wholesale trade, Non durable goods: Apparel - Goods and notions
Wholesale trade, Non durable goods: Groceries and related products
Wholesale trade, Non durable goods: Farm products-Raw materials
Wholesale trade, Non durable goods: Chemicals and allied products
Wholesale trade, Non durable goods: Beer, wine and distilled alcoholic beverages
Wholesale trade, not durable goods: Miscellaneous nondurable goods
Retail Trade: Lumber and other building materials dealers
Paint, glass and wallpaper stores
Hardware stores
Retail nurseries, lawn and garden supply stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Fruit stores and vegetable markets
Retail bakeries
Food stores: Miscellaneous
Motor vehicle dealers (new and used)(Sec. 17-286)
Motor vehicle dealers (used only)(Sec. 17-286)
Auto and home supply stores (Sec. 17-286)
Gasoline service stations (Sec. 17-286)
Boat dealers (Sec. 17-286)

Public warehousing
Private Commercial Storage (Sec. 17-260)
Water transportation
Transportation by air
Pipelines
Transportation services
Arrangement of Transportation Services
Radio and television broadcasting
Communication services, not elsewhere classified
Electric substations
Gas production and distribution
Combination electric and gas, and other utility services
Water supply services
Sewerage Systems (Sec. 17-262)
Refuse systems
Motor vehicles and automotive parts and supplies
Wholesale trade-Durable goods
Wholesale trade, Non durable goods: Paper and paper products
Wholesale trade, Non durable goods: Drugs, drug proprietaries, and drugist sundries
Wholesale trade, Non durable goods: Apparel - Goods and notions
Wholesale trade, Non durable goods: Groceries and related products
Wholesale trade, Non durable goods: Farm products-Raw materials
Wholesale trade, Non durable goods: Chemicals and allied products

Photographic Studies, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Funeral service and crematories
Miscellaneous personal services, except massage parlors and spas
Body piercing facilities and tattoo establishments
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
Personal supply services
Miscellaneous business services: Miscellaneous
Business services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Photofinishing laboratories
Parking Lots
Radio and television repair shops
Watch and jewelry repair

Recreational and utility trailer dealers (Sec. 17-286)
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drinking Places (alcoholic beverages)(Sec. 17-269)
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Non-store retailers: Automatic merchandising machine operators
Fuel and ice dealers, except oil fuel dealers and bottled gas dealers
Fuel oil dealers
Liquified petroleum gas (bottled gas) dealers
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Banquet Hall
Cemetery subdividers and developers
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)
Power laundries
Garment pressing and agents for laundries and dry cleaners

Wholesale trade, Non durable goods: Petroleum bulk stations and terminals
Wholesale trade, Non durable goods: Beer, wine and distilled alcoholic beverages
Wholesale trade, Non durable goods: Miscellaneous nondurable goods
Mobile home dealers
Gasoline service stations (Sec. 17-286)
Fuel oil dealers
Liquified petroleum gas (bottled gas) dealers
Finance, Insurance, and Real Estate
Cemetery subdividers and developers
Power laundries
Coin-operated laundries and dry cleaning
Equipment rental and leasing services
Miscellaneous business services: Miscellaneous
Employment agencies
Computer and data processing services
Photofinishing laboratories
Parking Lots
Parking structures
Automotive repair shops
Automotive services, except repair and carwashes
Welding repair
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Labor Unions and similar labor organizations

Reupholstery and furniture repair
Motion picture production
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Physical fitness facilities and yoga facilities
Dance studios
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Coin-operated amusement devices
Membership Sports and Recreation Clubs
Offices of physicians
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
Arboreta, botanical and zoological gardens
Business associations
Professional membership

Linen supply
Diaper service
Coin-operated laundries and dry cleaning
Dry cleaning plants, except rug cleaning
Carpet and upholstery cleaning
Industrial launderers
Laundry and garment services not elsewhere classified
Photographic Studies, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Miscellaneous personal services, except massage parlors and spas
Advertising agencies
Outdoor 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
Disinfecting and extermination services
Cleaning and maintenance services to dwellings and other buildings not elsewhere classified
Equipment rental and leasing services
Personal supply services
Miscellaneous business services: Miscellaneous
Business services not elsewhere classified
Employment agencies
Computer and data processing services

Commercial, physical and biological research
Testing laboratories
Miscellaneous services
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Used merchandise stores without weapons (Sec. 17-87)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Dormitories , Private (Sec. 17-321)
Permitted Accessory Use
Aquaponics
Special Exception by Board of Zoning Appeals
Wholesale trade-durable goods-Scrap
Used merchandise stores with weapons
Pawn shops
Recycling centers (see Sec. 17-273)
Dormitories, Public
Fraternity and sorority houses
Correctional insitutions

Labor Unions and similar labor organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial, physical and biological research
Commercial economic, sociological, and educational research
Noncommercial research organization
Testing laboratories
Management and public relations services
Attached Two-Family Dwelling
Townhouses (Sec. 17-268)
Multi-Family Dwelling
Group Development
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Dormitories, Public
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

Detective agencies and protective services
Photofinishing laboratories
Passenger car rental and leasing without driver
Truck rental and leasing without drivers
Utility trailer and recreational vehicle rental
Parking Lots
Automotive repair shops
Carwashes
Automotive services, except repair and carwashes
Radio and mobile telephone installation shops
Radio and television repair shops
Refrigeration and air conditioning service and repair shops
Reupholstery and furniture repair
Watch and jewelry repair
Welding repair
Repair shops, not otherwise classified
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Physical fitness facilities and yoga facilities
Dance studios
Professional sports clubs and promoters
Racing including track operations
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)

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
Microbrewery (Sec. 17-290) products
Motor vehicle dealers (new and used)(Sec. 17-286)
Motor vehicle dealers (used only)(Sec. 17-286)
Auto and home supply stores (Sec. 17-286)
Boat dealers (Sec. 17-286)
Recreational and utility trailer dealers (Sec. 17-286)
Used merchandise stores without weapons (Sec. 17-87)
Equipment rental and leasing services
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Day Care Facilities (Sec. 17-265)
Permitted in District as an Accessory Use but is also permitted as a Primary Use provided owner and/or tenant complies with the associated conditions set forth in this article
Food and kindred products
Bakery products
Textile mill products
Apparel and other finished products made from fabrics and similar materials
Lumber and wood products, except furniture

Public golf courses
Coin-operated amusement devices
Amusement parks
Membership Sports and Recreation Clubs
Amusement and recreation services not elsewhere classified
Offices of physicians
Medical and dental laboratories
Legal services
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Job training and vocational rehabilitation services
Museums and art galleries
Arboreta, botanical and zoological gardens
Business associations
Professional membership
Labor Unions and similar labor organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial, physical and biological research
Commercial economic, sociological, and educational research
Noncommercial research organization

Furnitures and fixtures
Paper and allied products
Printing, publishing and allied industries
Chemicals and allied products
Rubber and miscellaneous plastic products
Stone, clay, glass and concrete products
Primary metal industries
Fabricated metal products, except machinery and transportation equipment
Machinery, except electrical
Electrical and electronic machinery, equipment and supplies
Measuring, analyzing and controlling instruments; photographic, medical and optical goods; watches and clocks
Manufacturing industries, not elsewhere classified
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article or by Special Exception by Board of Zoning Appeals
Dormitories , Private (Sec. 17-321)
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
Railroad transportation
Railroads
Railway express service

Testing laboratories
Management and public relations services
Miscellaneous services
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Used merchandise stores without weapons (Sec. 17-87)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Dormitories , Private (Sec. 17-321)
Permitted Accessory Use
Aquaponics
Special Exception by Board of Zoning Appeals
Gas production and distribution
Wholesale trade-durable goods-Scrap
Liquor Stores
Used merchandise stores with weapons
Pawn shops
Body piercing facilities and tattoo establishments
Recycling centers (see Sec. 17-273)
Parking structures
Drive-in motion picture theaters
Bingo parlors

Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing: Local trucking without storage
Public warehousing: Miniwarehouse (Sec. 17-260)
U.S. Postal Service
Radio and television broadcasting
Electric substations
Gasoline service stations (Sec. 17-286)
Drinking Places (alcoholic beverages)(Sec. 17-269)
Liquor Stores
Used merchandise stores with weapons
Pawn shops
Linen supply
Laundry and garment services not elsewhere classified
Repair shops, not otherwise classified
Amusement and recreation services not elsewhere classified
Nursing and personal care facilities
Residential Care (Sec. 17-266)
Fraternity and sorority houses
Permitted in District as Office Only
Cemetery subdividers and developers
Diaper service
Carpet and upholstery cleaning

Libraries and information centers
Day Care Facilities (Sec. 17-265)
Dormitories, Public
Fraternity and sorority houses
Correctional insitutions

Outdoor advertising agencies
Disinfecting and extermination services
Cleaning and maintenance services to dwellings and other buildings not elsewhere classified
Truck rental and leasing without drivers
Passenger car rental and leasing without driver
Utility trailer and recreational vehicle rental
Parking structures



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT & TEXT AMENDMENT -
Modification of Innovista Design District & Guidelines, and
Rezoning of 1100 Wayne Street, TMS#08916-11-04A

PURPOSE: Ordinance No.: 2018-015 - Amending the 1998 Code of
Ordinances of the City of Columbia, South Carolina, Chapter
17, Planning, Land Development and Zoning, Article III,
Zoning, Division 8, District Descriptions; Use and Dimensional
Regulations, Sec. 17-291 --ID Innovista design; Division 9,
Supplementary District Regulations, Sec. 17-325 --ID Innovista
design district, (b) Supplemental district regulations

Council District: 2

Proposal: Rezone a portion of 1100 Wayne Street from Mixed-
Use Urban District (MX-2), -Design/Development Area (-DD), -
Innovista Design District (-ID) and -Design and Preservation
Area (-DP) to Mixed-Use Urban District (MX-2), -Innovista
Design District (-ID) and -Design and Preservation Area (-DP);
Amend Innovista Design District Guidelines to reflect
proposed changes to the boundaries and height requirements
in the buffer areas; Amend the City of Columbia's Official
Zoning Map to extend the boundaries of the -ID zoning district
and remove the -DD zoning district from the same area;
Amend City of Columbia's Code of Ordinances §17-291 (-ID
Innovista design) and §17-325 (-ID Innovista design district) to
reflect proposed changes to the Innovista Design District
Guidelines and the Official Zoning Map.

Applicant: Krista Hampton, City of Columbia Planning and
Development

Staff Recommendation: Approval

PC Recommendation: 04/09/2018; Approval (5-1)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MA-and-TA_Wayne1100-and-InnovistaExpan (PDF)
- **#b:** 2018-015 amend Sec 17-291 & Sec 17-325 (Innovista) (PDF)



CITY COUNCIL

May 15, 2018 at 6:00 pm

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

Zoning Text and Map Amendment Case Summary **Modification of Innovista Design District and Guidelines, and Rezoning of 1100 Wayne Street, TMS# 08916-11-04A**

Council District:	2
Proposal:	1) Rezone a portion of 1100 Wayne Street from Mixed-Use Urban District (MX-2), -Design/Development Area (-DD), -Innovista Design District (-ID) and -Design and Preservation Area (-DP) to Mixed-Use Urban District (MX-2), -Innovista Design District (-ID) and -Design and Preservation Area (-DP); 2) Amend Innovista Design District Guidelines to reflect proposed changes to the boundaries and height requirements in the buffer areas; 3) Amend the City of Columbia's Official Zoning Map to extend the boundaries of the -ID zoning district and remove the -DD zoning district from the same area; 4) Amend City of Columbia's Code of Ordinances §17-291 (-ID Innovista design) and §17-325 (-ID Innovista design district) to reflect proposed changes to the Innovista Design District Guidelines and the Official Zoning Map.
Applicant:	Krista Hampton, City of Columbia Planning and Development
Staff Recommendation:	Approval
PC Recommendation:	04/09/2018; Approval (5-1)
ZPH, 1st Reading:	05/15/2018; Pending
2nd Reading:	06/05/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: TMS# 08916-11-04A is 2.83 acres.

Current Use: Mixed Use

Proposed Use: Mixed Use development

SC Aeronautics Overlay: The subject property is located within the SC Aeronautics Airport Vicinity Zone as it is in proximity to the Jim Hamilton-LB Owens Airport.

Land Use Classification: Urban Core Regional Activity Center (UCAC-3)

Current Zoning: Mixed Use Urban District (MX-2), -Design/Development Area (-DD), -Innovista Design District (-ID) and -Design and Preservation Area (-DP)

Proposed Zoning: Mixed-Use Urban District (MX-2), -Innovista Design District (-ID) and -Design and Preservation Area (-DP)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Regional Activity Center (UCAC-3) in The Columbia Plan 2018 Future Land Use Map.

These developments are intense mixed-use business districts within the urban context. They may be adjacent to the central business district, or found in the outer areas of the City. They are primary destinations for work and play which attract people from more than a 20-mile radius or drive distance. The uses are built within the urban blocks and grid, and whole scale redevelopment of blocks or adaptive reuse of existing structures may occur in these areas. Their scale is large and may take up multiple City blocks. Their primary use is as a business district but high-intensity residential in mixed-use buildings is also appropriate.

Primary Types:

- Small to Extra Large Business/Employment (inc. High-rise, excl. Flex)
- Multi-family Medium and High-rise Mixed-use

Secondary Types:

- Multi-family Medium to High-rise
- Small to Large Flex
- Civic/Institutional
- Parking Structures

Tertiary Types

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

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

The subject parcel is within the study areas of three plans: the *City Center Master Plan* (1999), the *Innovista Master Plan* (2007) and the *West Gervais District Plan* (2017).

The property is located within the Vista District as delineated by the *City Center Master Plan*. The Plan does not make any recommendations specific to the property, but the general recommendations for urban design standards in the downtown core resulted in the adoption of the City Center Design/Development Zoning Overlay District and Guidelines.

The *Innovista Master Plan* addressed the historic downtown grid between the Congaree River, Gervais, Assembly, and Catawba. The Plan classifies the subject property as falling within the Entertainment District (pgs. 24 & 25), and Wayne Street was identified as a Street II (and also as a service street) for purposes of circulation (pgs. 31-33). The Plan's emphasis on urban design was translated into the Innovista Design Zoning Overlay District and Guidelines.

The *West Gervais District Plan* proposes a future land use of Mixed Use – Commercial for the subject property, with ground-floor activity zones along Gervais Street. The block between Gervais, Senate, Wayne, and Gadsden is proposed to be included within a Height Overlay area (pgs. 22 & 23). In order to maintain pedestrian connectivity and access, the Plan also proposes a pedestrian cut through between the structures that currently house Wet Willie's and Tin Lizzy's, and identifies an existing pedestrian cut, which is the parking lot to the East of Wet Willie's (this cut through allows for continuation along the alignment of Gadsden Street, which does not exist between Gervais and Pendleton) (pgs. 27 & 31). The proposed cut through is also identified as a location for proposed public art, and terminates along Gervais Street at a location which is recommended for a mid-block crossing (pg. 31). For the study area as a whole, the Plan recommends improvement of the public realm,

inclusion of bicyclist- and pedestrian-oriented infrastructure improvements, and greening of the area through the provision of green alleys, green roofs, and parklets.

PROPOSED ZONING DISTRICT SUMMARY

The 1100 Wayne Street is currently zoned Mixed-Use Urban District (MX-2), -Design/Development Area (-DD), – Innovista Design District (-ID) and -Design and Preservation Area (-DP). The abutting properties in the City of Columbia are zoned Planned Unit Development- Residential District (PUD-R) to the West, Mixed-Use Urban District (MX-2) to the South, Heavy Industrial District (M-2) and Planned Unit Development- Commercial District (PUD-C) to the East and Light Industrial District (M-1) to the North.

The proposed zoning is Mixed-Use Urban District (MX-2), –Innovista Design District (-ID) -Design and Preservation Area (-DP).

Mixed-Use Urban District (MX-2)

The MX-2 district is intended to accommodate the development of a wide range of commercial, research, residential, retail, and university uses in an urban mixed-use context. To promote development that exhibits the physical design characteristics of pedestrian-oriented streets, open space and parks, along with mixed uses and urban densities, the district provides flexibility from the conventional use and bulk requirements of other zoning districts. The intent of this article is that the MX-2 district classification be applied only within the urbanized region of the central business area.

-Design/Development Area (-DD)

The -DD area is intended to protect the area identified as "City Center" which is undergoing redevelopment and revitalization from incompatible land uses and influences which do not complement or promote the high-intensity mixed use character of the area. It is also the intent that new developments within the -DD area are coordinated to ensure that the land use, pedestrian environment, urban design, open space, signs, street scape and traffic circulation are sensitive to and implement the overall objectives and concept of the applicable redevelopment plan. Development within the -DD area must comply with design guidelines set forth in this Code and in the publication "City Center Design/Development Guidelines, Final Report, September 1, 1998," LDR International, Inc. Consultants.

The -DD area consists of approximately 1,400 acres in the area bounded as follows: on the North by Elmwood Avenue, east by Pickens Street, South by Blossom Street, and West by the Congaree River. Any lot of record which fronts or abuts Elmwood, Pickens or Blossom within the area described above shall be deemed to fall within the -DD area.

-Innovista Design District (-ID)

The ID overlay district is intended to implement the general principles found in the Innovista Master Plan by encouraging a vibrant, mixed-use, pedestrian-oriented urban fabric along with parks and open space that will interconnect to the City Center and adjacent neighborhoods. Development within the ID area must comply with design guidelines adopted by city council on June 3, 2009, entitled "Innovista, Design Development Guidelines, April 2009." The boundaries are outlined on the official City of Columbia zoning map.

-Design and Preservation Area (-DP)

It is the intent of this article to protect and improve the quality of the environment of the city by the encouragement of identification, recognition, conservation, maintenance and enhancement of areas, sites, structures, fixtures and other features of the architectural, economic, social, cultural and political history of the city as well as its natural features; to encourage appropriate use of such features, areas, sites, structures and fixtures; and to restrain influences adverse to such purposes, and by so doing to promote the public welfare. To this end, the -DP designation, when appended to a basic district classification, is intended to coordinate the purposes and intent of this article with those regulations established by other provisions whose primary intent is to further the purposes set out in this section.

PROPOSED ZONING TEXT SUMMARY

The following are the proposed updates to the Official Zoning Code. Text that is red and struckthrough is the existing text in the Code that is proposed to be removed. Text that is blue and underlined is the proposed updated text.

Sec. 17-291. - ID Innovista design.

The ID overlay district is intended to implement the general principles found in the Innovista Master Plan by encouraging a vibrant, mixed-use, pedestrian-oriented urban fabric along with parks and open space that will interconnect to the City Center and adjacent neighborhoods. Development within the ID area must comply with [the most recent adopted/amended](#) design guidelines ~~adopted by city council on June 3, 2009~~, entitled "Innovista, Design Development Guidelines, ~~April 2009~~." The boundaries are outlined on the official City of Columbia zoning map.

(Ord. No. 2009-036, 6-3-09)

Sec. 17-325. - ID innovista design district.

(a) *Applicability/establishment.* The ID overlay district shall be established as a district which overlays the general use zoning districts. The extent and boundaries of the ID districts are indicated on the official zoning maps for the City of Columbia.

(b) *Supplemental district regulations.*

~~(1) *Building height:* To provide appropriate buffer to adjacent residential and historic districts, the height limit for structures located within buffer areas identified on the map titled "District Boundaries" in the "Innovista District Design Guidelines April 2009" shall be 75 feet.~~

(1) *Building Height:* To provide appropriate buffer to adjacent residential and adjacent or within historic districts, the height limit for structures located within the buffer areas identified on the Official Zoning Map shall be as follows:

a. In the area designated "-ID-55", the height limit shall be 55 feet.

b. In the area designated "-ID-75", the height limit shall be 75 feet.

c. In the area designated "-ID-80", the height limit shall be 80 feet.

d. In the area designated "-ID-150", the height limit shall be 150 feet.

e. In the area designated "-ID-U", the height limit shall be unlimited.

(2) *Signage size allowance:* Total allowable square footage of signage for a building may be increased by 25 percent if internally illuminated signage is not used for any business for any sign located on the parcel.

(3) *Ground floor activity zone:* Buildings with frontage on existing streets labeled as being a groundfloor activity zone as shown on the map labeled "Ground Floor Activity Zones" in the "Innovista Design District Guidelines, ~~April 2009~~" shall have a minimum of 60 percent of the façade, not counting ingress and egress, programmed with one or more of the following uses: retail trade, eating and drinking places, hotels and other lodging places, beauty and barber shops, dance studios, physical fitness and yoga studios, museums and art galleries, educational services, lobby or other active accessory space for residential uses, retail operations of finance institutions (banks).

(4) *Permitted uses:* Notwithstanding the provisions in this chapter concerning nonconforming uses (sections 17-201 through 17-205), the following existing uses or structures may be expanded up to 20 percent of the gross floor area on the same lot of record.

a. Manufacturing (SIC Division D).

b. Wholesale trade (SIC Division F).

(5) *Credit for on-street parking*: The amount of required off-street parking shall be reduced by one off-street parking space for every on-street parking space adjacent to the development.

(6) *Maximum parking ratio*: Surface parking shall not exceed 110 percent of the minimum parking requirement for the subject land use(s) as established in Table 1 of Section 17-258 prior to any reductions permitted.

(Ord. No. 2009-036, 6-3-09; Ord. No. 2010-060, 6-2-10)

Note— Formerly numbered as § 17-324.

PROPOSED INNOVISTA GUIDELINES SUMMARY

The proposed Innovista Design District Guidelines and their proposed changes are in the attached document titled “Innovista Design (-ID) District Guidelines for Development.

STAFF RECOMMENDATION

Staff recommends City Council approval of the rezoning of 1100 Wayne Street from MX-2, -DD, -ID and -DP to MX-2, -ID and -DP as well as the changes to the Official Zoning Code and Map and Innovista Design District Guidelines.



Future Land Use Map

1100 Wayne Street, TMS# 089
Existing FLU: UCAC-3

40.a

Department of Planning &
Development Services

Legend

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



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Feet

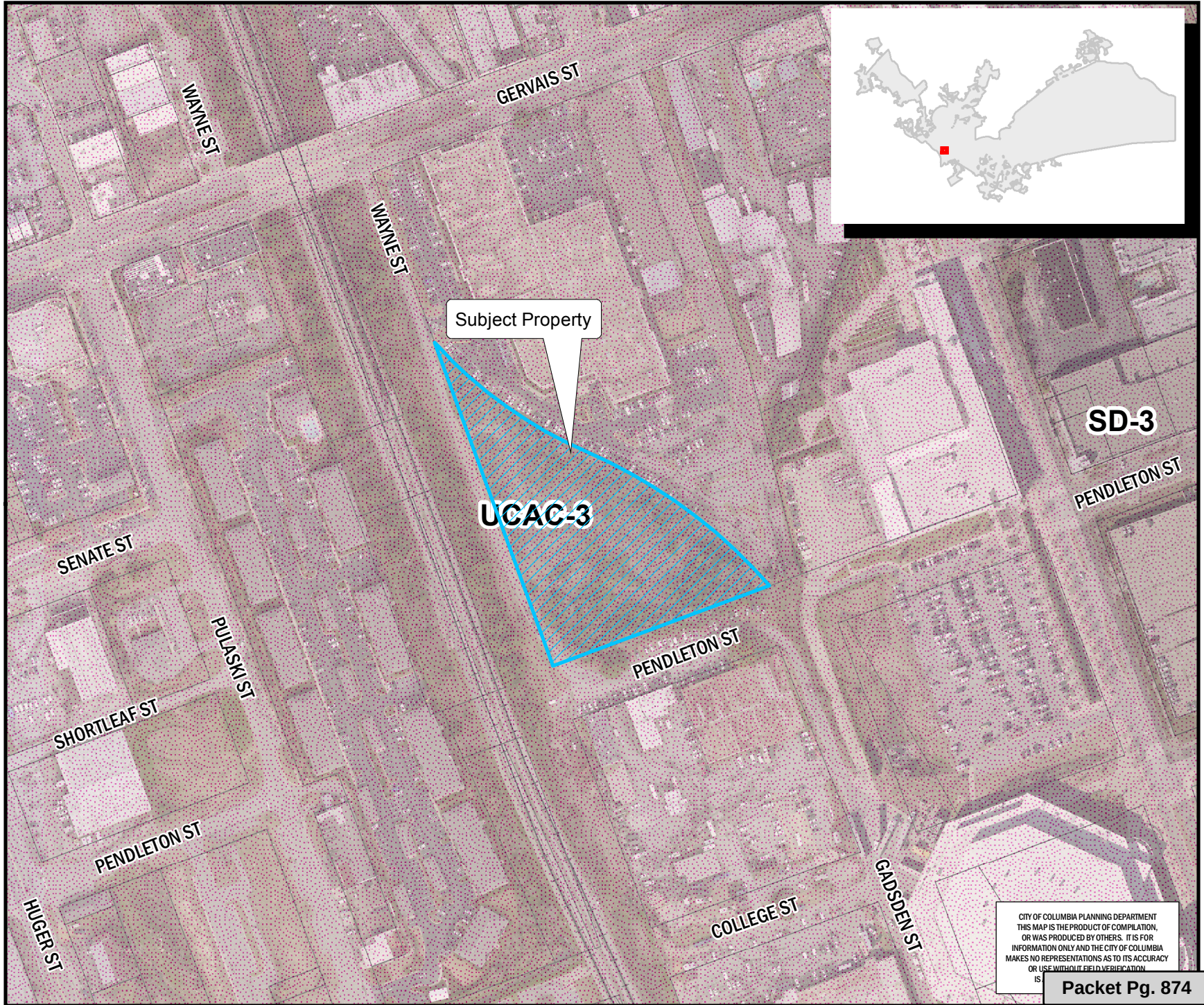
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
February 27, 2018



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Packet Pg. 874

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

1100 Wayne Street, TMS# 08916-11-04A;

Existing Zoning: MX-2, -DP, -DD, and -ID, Proposed Zoning: MX-2, -DP and -ID

40.a

Legend

CITY LIMITS
 PARCELS

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

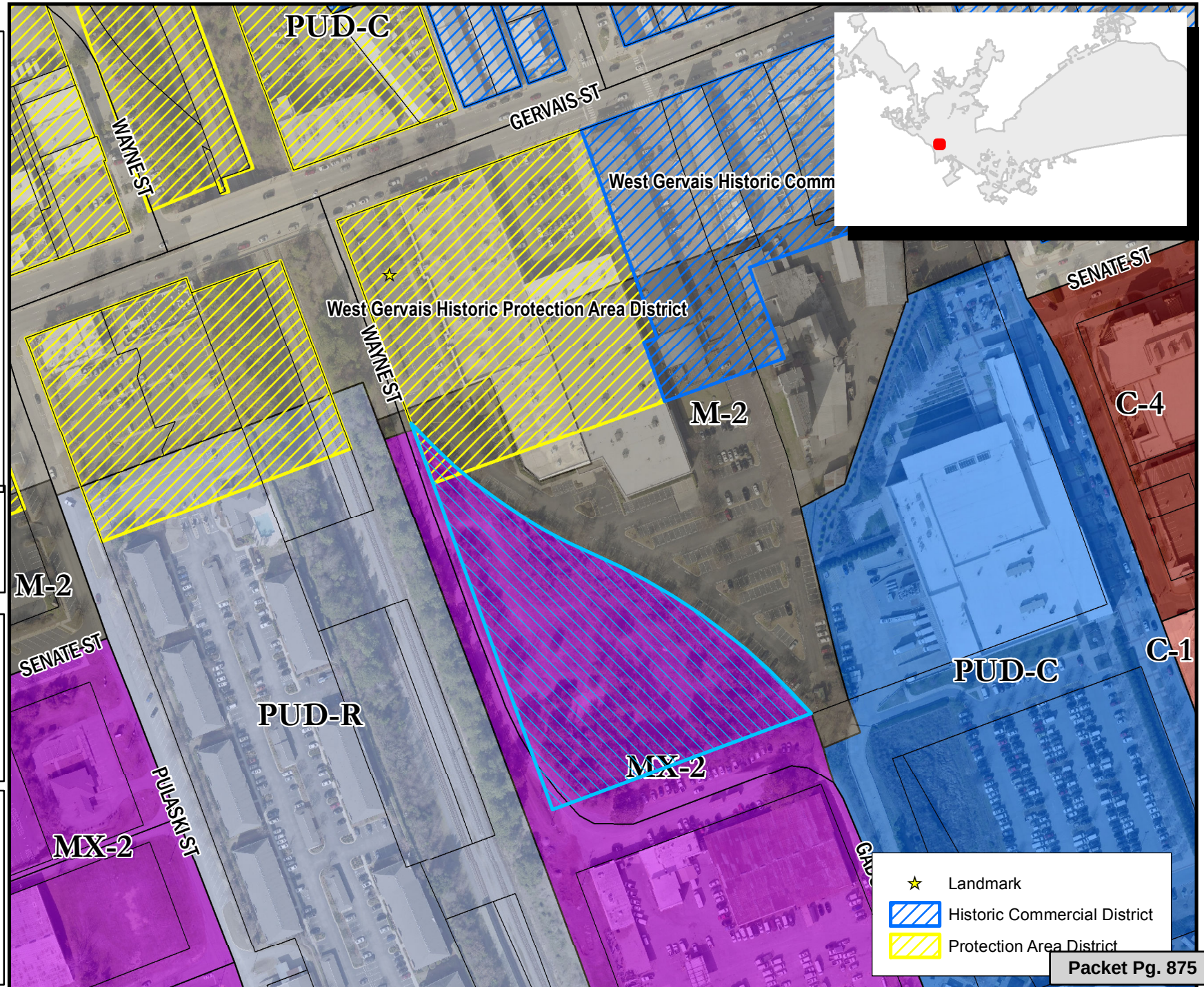
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
February 27, 2018

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CITY OF COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA
We Are Columbia



Landmark
 Historic Commercial District
 Protection Area District

Packet Pg. 875

Zoning Map

Department of Planning &
Development Services

1100 Wayne Street, TMS# 08916-11-04A;

Existing Zoning: MX-2, -DP, -DD, and -ID, Proposed Zoning: MX-2, -DP and -ID

40.a

Legend

-  CITY LIMITS
-  PARCELS



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ORIGINAL PREPARATION/DATE:
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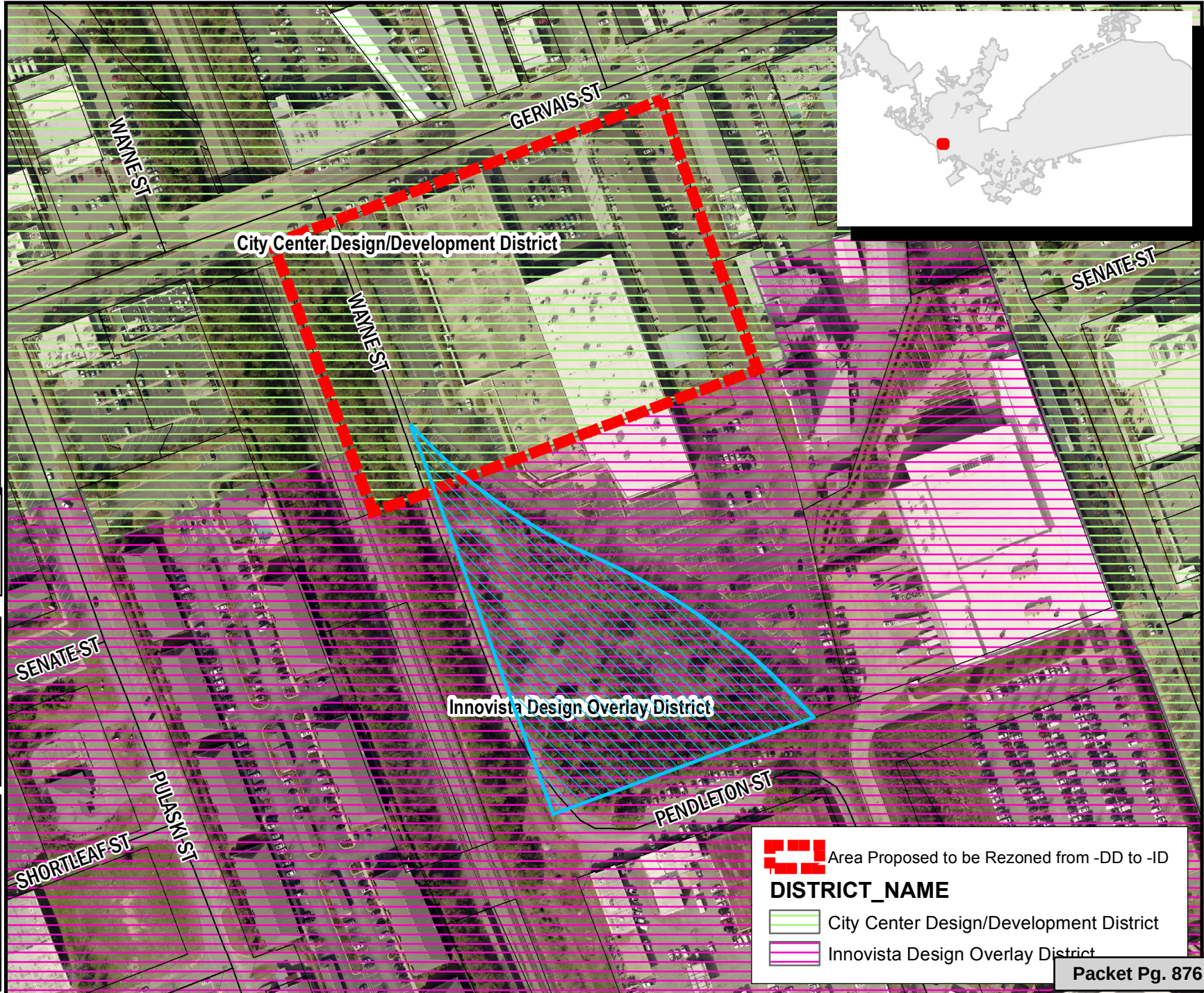
Shane Shaughnessy
February 27, 2018

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We Are Columbia



-  Area Proposed to be Rezoned from -DD to -ID
- DISTRICT_NAME**
-  City Center Design/Development District
-  Innovista Design Overlay District

Packet Pg. 876

Zoning Map

Department of Planning &
Development Services

1100 Wayne Street, TMS# 08916-11-04A;

Existing Zoning: MX-2, -DP, -DD and -ID, Proposed Zoning: MX-2, -DP and -ID

40.a

Legend

-  CITY LIMITS
-  PARCELS



0 40 80 160
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

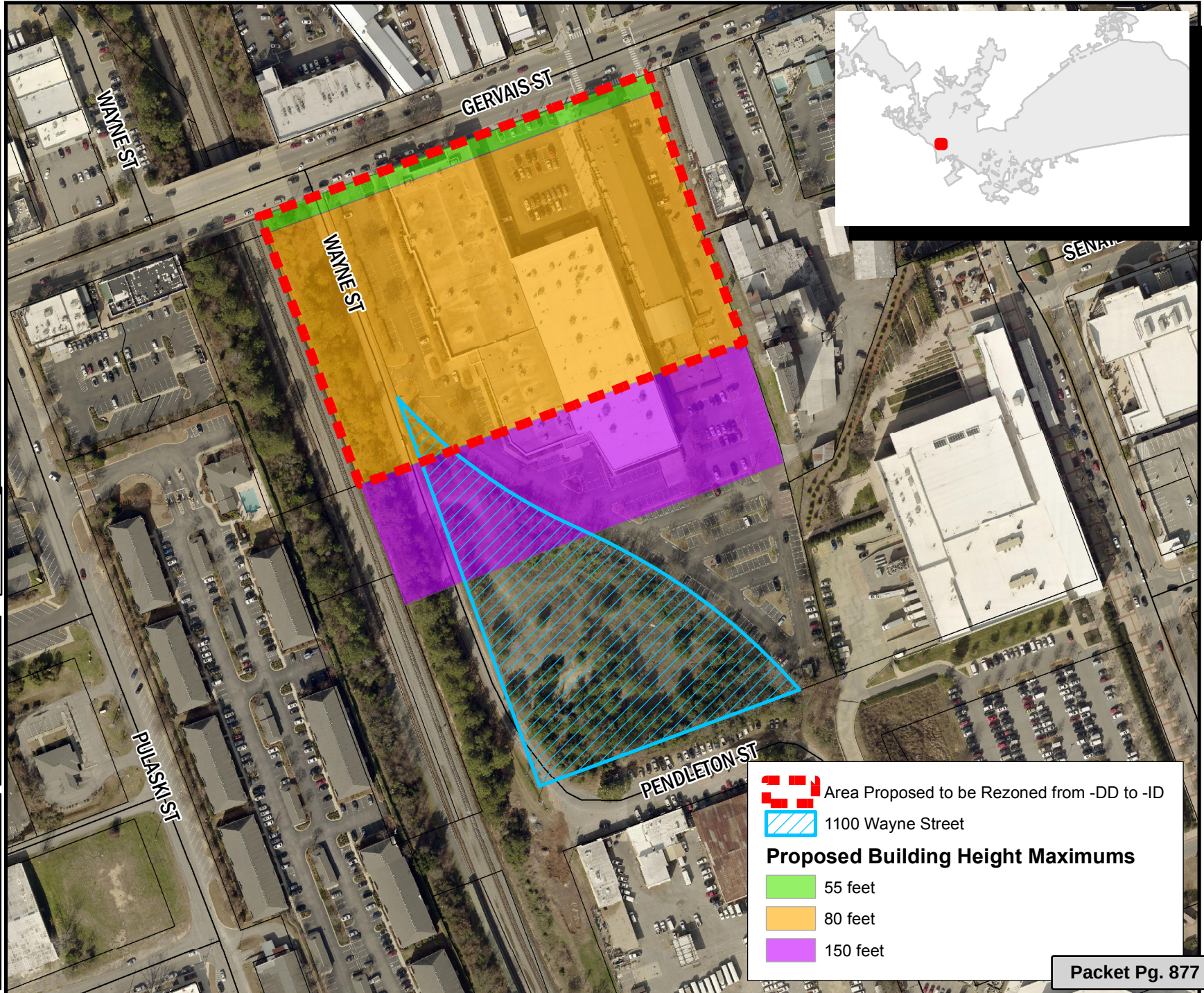
Shane Shaughnessy
March 6, 2018

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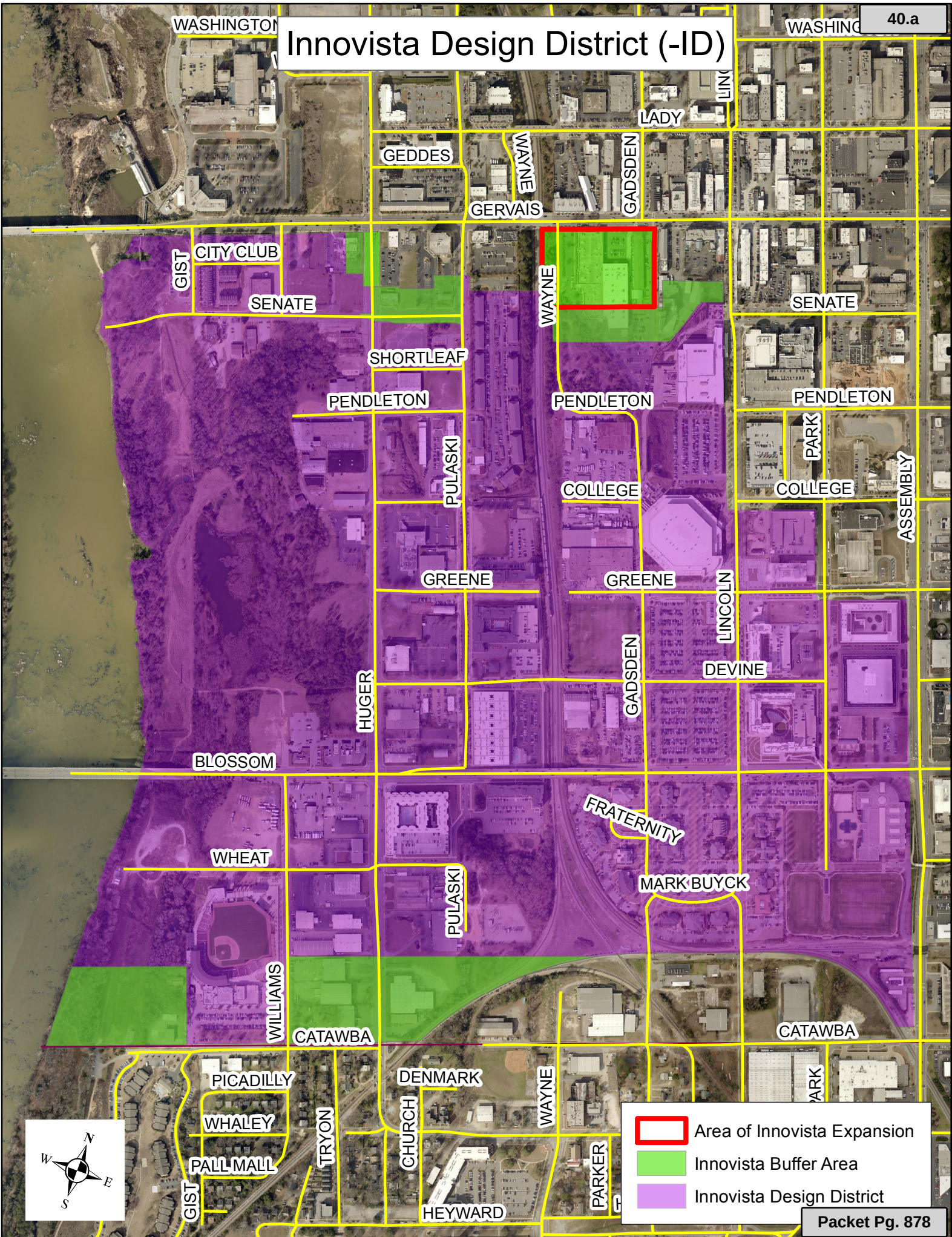


We Are Columbia

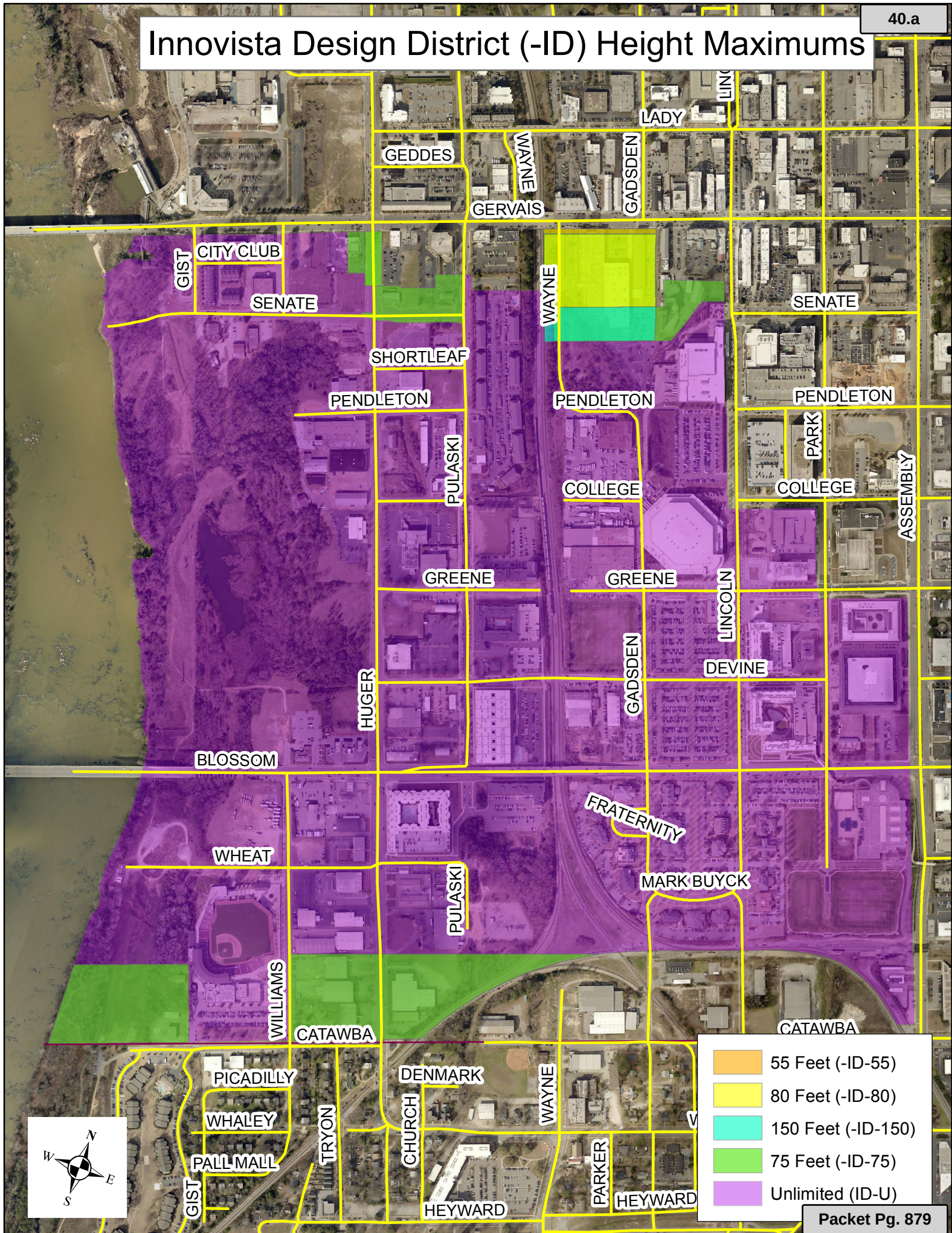


Packet Pg. 877

Innovista Design District (-ID)



Innovvista Design District (-ID) Height Maximums



55 Feet (-ID-55)

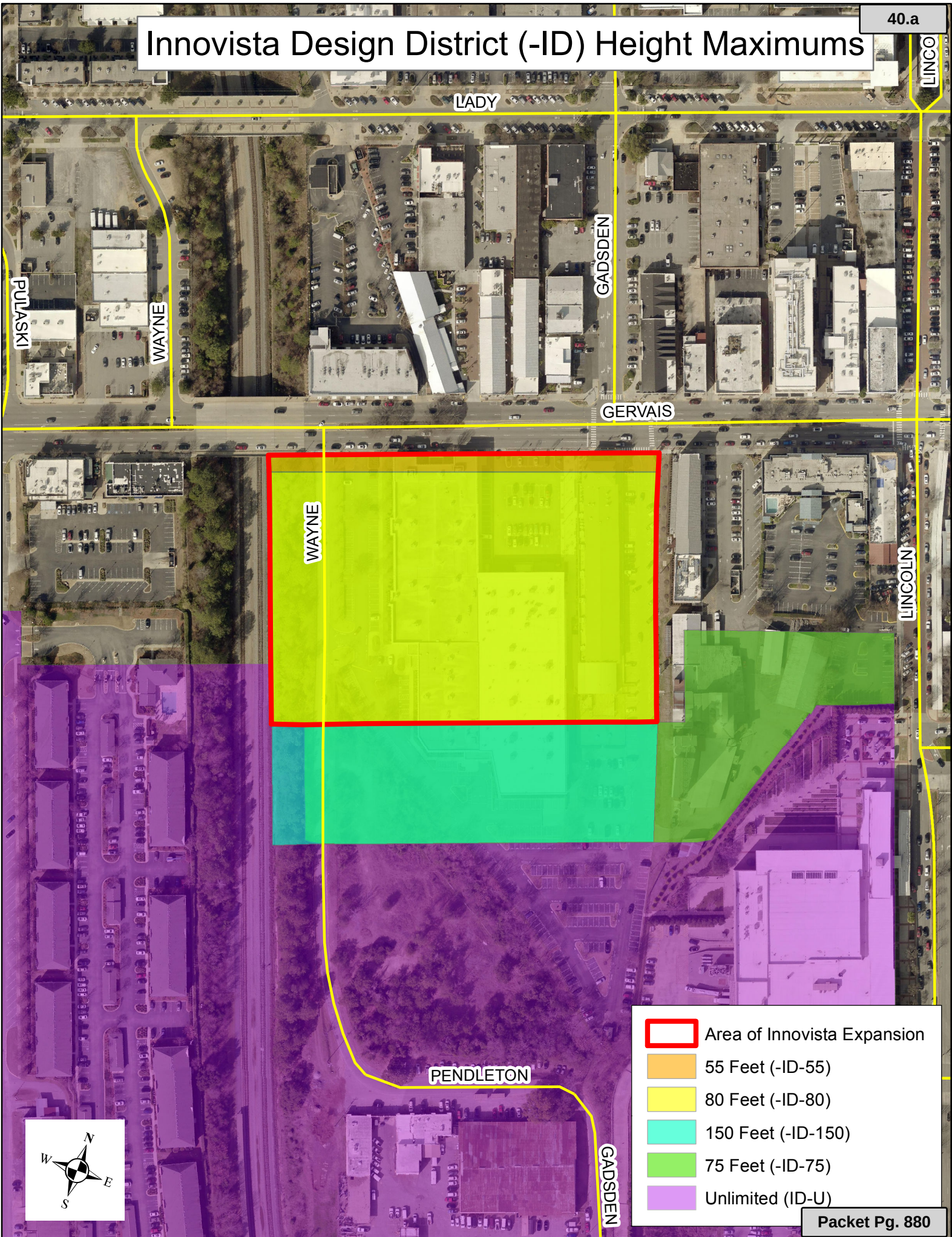
80 Feet (-ID-80)

150 Feet (-ID-150)

75 Feet (-ID-75)

Unlimited (ID-U)

Innovista Design District (-ID) Height Maximums



- Area of Innovista Expansion
- 55 Feet (-ID-55)
- 80 Feet (-ID-80)
- 150 Feet (-ID-150)
- 75 Feet (-ID-75)
- Unlimited (ID-U)

The following are the proposed updates to the Innovista Design District Guidelines. Text that is red and struckthrough is the existing text in the Guidelines that is proposed to be removed. Text that is blue and underlined is the proposed updated text. Proposed changes to existing maps have also been included.

Innovista Design (-ID) District Guidelines for Development

Introduction

The Innovista area, roughly bounded by Gervais to the north, Catawba to the south, Assembly to the east, and the Congaree River to the west, encompasses about a quarter of Columbia's City Center.

The existing context of the area is largely undeveloped land, parking lots, and low density industrial and commercial uses. These guidelines are based on and support the proposed uses, densities, building envelopes, and special districts outlined in the Innovista master plan.

Principles

The intent of the design guidelines is not to restrict creative architecture, but rather to guide development to ensure it contributes positively to the Innovista District and to Columbia's larger City Center. To this end, the guidelines are not exhaustive or formulaic, but are intended to help new developments meet the principals of pedestrian friendly, quality urban development. The Innovista District Design Guidelines are organized around the following principles:

- Promote pedestrian interaction
- Reinforce the positive urban form and architectural features of the District
- Provide a well proportioned and unified building
- Provide active street-facing facades
- Provide appropriate signage and lighting
- Minimize the visual impact of parking and service areas
- Use trees, landscaping, and other streetscape amenities for enhancement

District Boundaries- Innovista Design (-ID) District Map

~~The purple shaded area indicates the boundaries of the Innovista Design District Overlay. All parcels within this area are required to obtain a Certificate of Design Approval prior to receiving a zoning permit for exterior work. The green areas indicate parcels which fall within the buffer zone, which have a maximum height allowance. Applicants should check with the City of Columbia zoning office for specific zoning requirements.~~

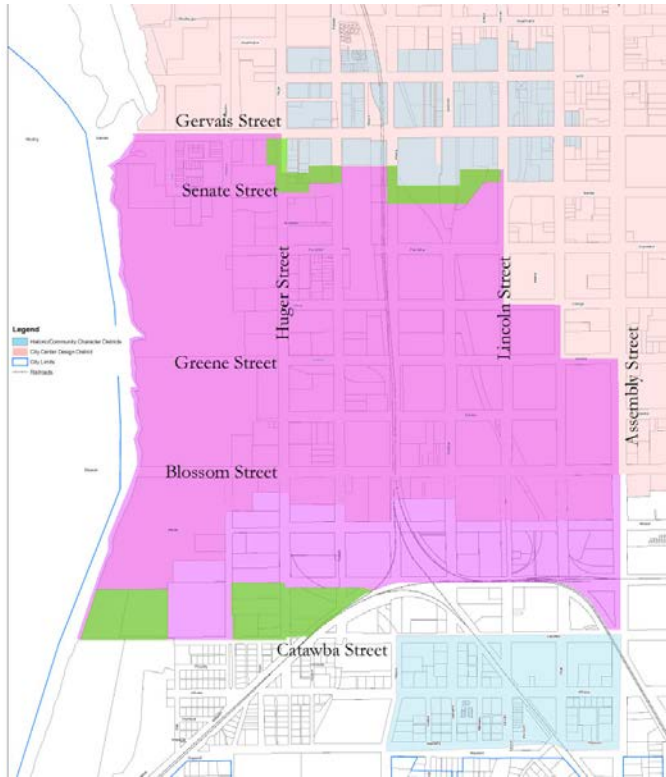
All parcels within this area are required to obtain a Certificate of Design Approval prior to receiving a zoning permit for exterior work.

The purple shaded area indicates the boundaries of the Innovista Design District Overlay.

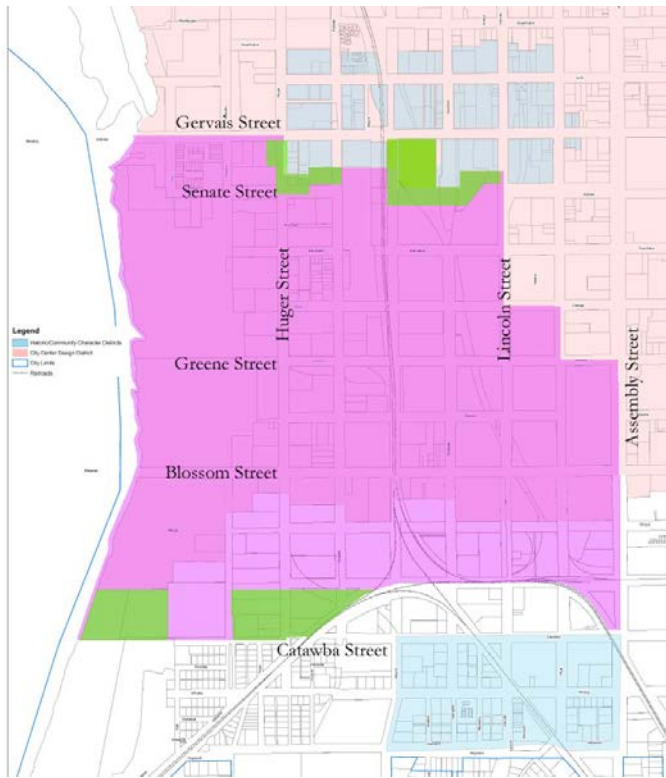
The green areas indicate parcels which fall within the buffer zone, which have a maximum height allowance.

Applicants should check with the City of Columbia zoning office for specific zoning requirements.

Existing Innovista Design District Map:

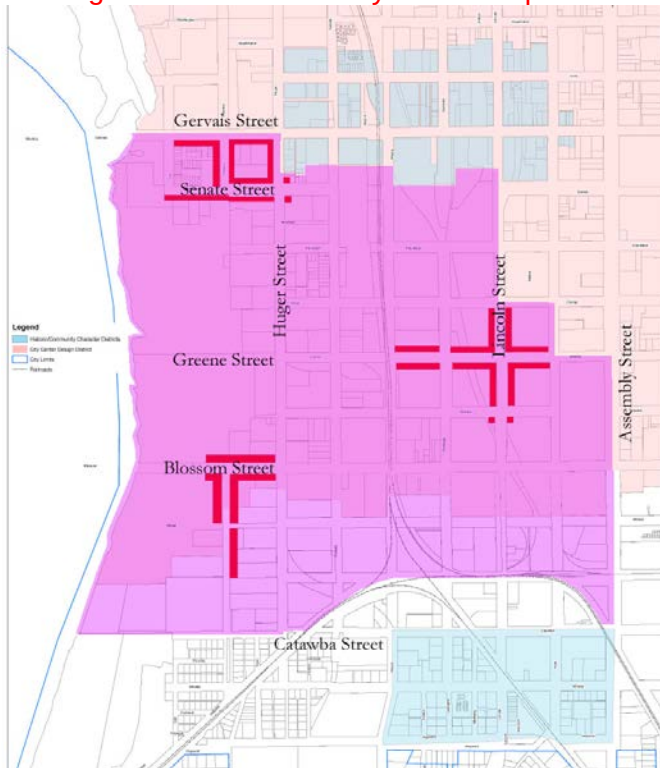


Proposed Innovista Design District Map:

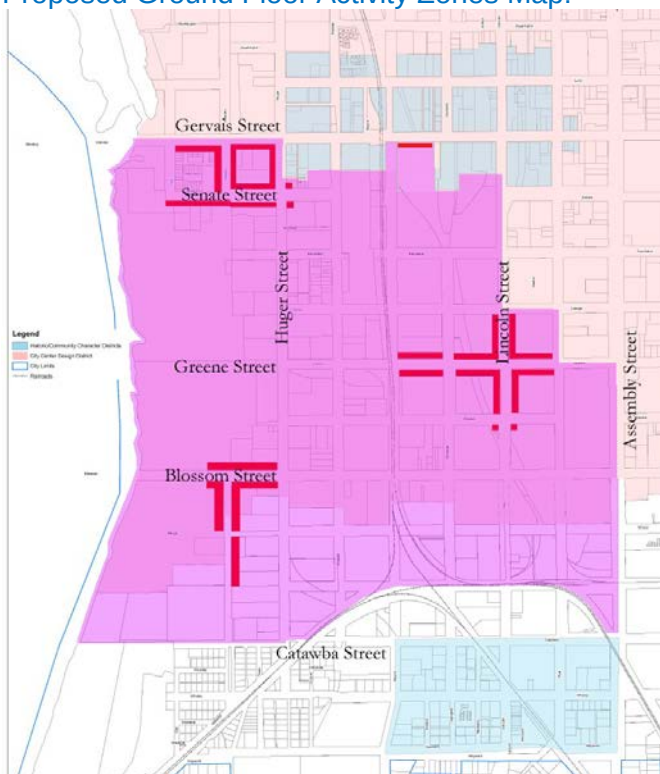


Ground Floor Activity Zones Map

Existing Ground Floor Activity Zones Map:



Proposed Ground Floor Activity Zones Map:



Innovista Design (-ID) District

Review Process

Any improvements to buildings or property that are visible from the public right-of-way and require a zoning permit must first obtain a Certificate of Design Approval. Visible from the public right of way means substantially visible by any person standing at street level in any right-of-way within or abutting the overlay district.

Small projects will be reviewed at the staff level. Larger projects will go before the Design/ Development Review Commission for review and approval. If an applicant is not satisfied with the staff decision, he or she may appeal to the Commission level within 30 days for a re-hearing.

To determine whether a project may be reviewed at the staff level (small projects) or if it must go to the Commission, use the following guide:

√ The building has a total square footage of greater than 50,000 sf

√ A project which exceeds the monetary threshold set forth for this district in the City of Columbia Zoning Ordinance.

Projects which meet or exceed either of the above thresholds automatically go to the Design Development Review Commission for review and approval. Projects which must go before the Commission for review and receive a Certificate of Design Approval will also receive a 50% discount on their building permit fees. This does not apply to projects appealed from the staff level.

1.0 Site Planning

The manner in which a building and its accessory uses are arranged on a site is critical to how the building contributes to the overall quality of the built environment. This section outlines a series of site planning guidelines that will help establish a human scale, pedestrian friendly quality in the Innovista district.

1.1 Parking Facility, Location, Landscaping and Screening

1.1.1 Location and design treatment of the parking needed to serve Innovista development will have significant influence on the area's physical structure and visual character. One of the most difficult issues in urban development is providing an adequate amount of convenient parking without allowing parking structures and surface lots to dominate the urban setting. The amount of off-street parking required for any new development is prescribed in the City's Zoning Ordinance; the guidance provided herein should ultimately be reflected in the parking provisions of that ordinance. Following are several principles that should apply to all parking facilities within the Innovista District, both structured and surface.

1.1.2 The use of an entire block for parking (either surface or structured) is discouraged.

1.1.3 Auto access to and from parking lots, structures, and service areas should be from "B" Streets only, [as follows:](#)

"A" Streets: Lincoln Street, Senate Street, Catawba Street, Greene Street, and Congaree River Parkway.

"B" Streets: Assembly Street, Gervais Street, Huger Street, Blossom Street, Pulaski Street, Gadsden Street, Park Street, Pendleton Street, College Street, Wayne Street, Devine Street and Wheat Street.

1.2 Structured Parking

1.2.1 The location and design of the parking structures both public and private should be governed by the following guidelines:

1.2.2 Where possible, parking structures should be located within the block core, with actively programmed building space fronting on all streets. [\(Refer to the text of the City of Columbia's Official Zoning Code for allowable uses in required Ground Floor Activity Zones.\)](#)

1.2.3 Where location of parking within the block core is not feasible, parking structures should be located to the rear of the principal-use building oriented to front on the address street. The ground floor of the parking structure should be actively programmed on streets with an active commercial frontage.

1.2.4 No parking structure frontage should be permitted on Innovista's "A" streets unless the structure's façade provides a compatible streetscape frontage and active programming on the ground floor. [\(See Section 1.1.3 on Page 7 of the Innovista Design District Guidelines for a list of streets.\)](#)

1.2.5 Any parking structure which is located adjacent to a street should be set back a minimum of 6 feet and a maximum of 10 feet from the sidewalk. This setback should be landscaped with trees, shrubs, and ground cover to soften views of the structure, provide visual interest, and establish a sense of human scale.

1.2.6 Structured parking configured as a base level podium supporting a high-rise tower should not be permitted.

1.2.7 The parking structure should be compatible in quality, form, materials, colors and textures with the structures being served.

1.2.8 Parking structure roof lines which are visible from the street should be level; ramping should occur within the structure or on the interior of the block where it is screened from the street.

1.2.9 Street trees should be provided along all street frontage and spaced at 35-40 ft. intervals.

1.3 Surface Parking

1.3.1 New surface parking lots should be designed to minimize the negative impact of large paved surfaces on the quality of the visual environment. They should be located behind the building(s) they serve.

1.3.2 New surface lots should meet the City's landscape ordinance; however, if a parking lot does not meet the threshold for which the Landscape Ordinance applies, screening and street trees shall be provided per the following:

1.3.3 Street trees should be provided along all street frontage and spaced at 35-40 ft. intervals.

1.3.4 Continuous landscape screening (along 100 percent of the street frontage except at entrances and exits) must be provided by a evergreen hedge.

1.3.5 Street trees should be installed at a minimum size of 2 ½ inch caliper and should be 14-16 ft high.

1.3.6 Hedges should be installed at a minimum height of 24 inches, with a maximum spacing of 30 inches; hedges should be maintained at a height of 36 to 42 inches. Hedges should be installed in a minimum 5 foot wide continuous landscape zone.

1.3.7 Irrigation is required in all landscaped areas.

1.3.8 Solid masonry walls 30 to 36 inches high, or a knee-wall 18 to 30 inches topped with decorative metal fencing can be substituted for hedges to screen parking areas; material should match the site's exterior building materials. Where such walls replace hedges, the 5 foot landscape zone may be reduced to the minimum width required for the wall plus a 12-inch planting zone for planting vines or other vegetation.

1.3.9 Where surface parking is not feasible to locate to the rear of the building, and is adjacent to the public sidewalk, specialty paving such as pavers, stamped concrete, or permeable paving should be used to minimize the visual impact on the pedestrian realm.

1.4 Setbacks

1.4.1 Setbacks shall be determined by the underlying zoning district. Further, detailed setback suggestions are provided in the Innovista Master Plan and should be considered where at all possible, on a site specific basis.

1.4.2 Main building façades should be aligned to define a continuous street edge. When residential buildings face the street on the majority of a block face, the main façade of the building should be recessed up to twelve feet from the edge of the right-of-way to provide privacy to the first floor of the building.

1.5 Street Orientation

1.5.1 The way in which a structure is oriented to the street plays a major role in establishing the overall feeling of the street. As a general rule, buildings should be oriented to engage the pedestrian, not only visually, but functionally. This section provides specific directions on how this can be accomplished.

1.5.2 Storefronts should be designed to orient to the major street frontage. While side or rear entries may be desirable, the predominant major building entry should be oriented toward the major street.

1.5.3 The front building façade should be oriented parallel to the street or toward a major plaza or park.

1.5.4 The ground floor of buildings should be located at the same level as the open space or sidewalk to emphasize the physical and visual connection with the street. If the primary use is residential, the ground floor may be raised up half a level to protect the privacy of occupants.

1.5.5 Residential buildings should include the following:

- Townhouses or other single-family attached: front door or stoop addressing the public sidewalk. Fences/walls should be transparent if they are higher than 24" above grade.
- Multi-family: An entrance to the lobby or common area addressing the public sidewalk.

1.5.6 At least 80% of the lot frontage should be covered by a building structure and the remaining land should be landscaped. Spacing between buildings should be minimal to none in order to maintain the continuity of the building edges. Spacing of up to 35 feet between buildings is permitted to provide pedestrian access to parking or courtyards located behind buildings.

1.5.7 Building architecture should address the corner to take advantage of the prominent location and having two street frontages. Buildings on corners should typically have corner entrances, and include storefront features for at least 50% of the wall area on the side street elevation.

1.6 Grade Change

1.6.1 Changes in grade on an urban site can vastly change the way a building relates to the pedestrian realm and to adjacent buildings. The following should be considered when dealing with grade changes on a site:

1.6.2 If a street and sidewalk are sloping, the building façade elements should step down along the façade to address the slope and continue storefront features along the street.

1.6.3 Minimize the use of retaining walls where they would limit access between spaces.

1.7 Open Spaces in Private Development

1.7.1 Innovista District's primary open spaces should be located and designed according to the Innovista master plan.

1.7.2 To invite public use and ensure user security, plazas or other public open spaces should be visible from streets and sidewalks, and should be surrounded by actively programmed building spaces such as shops, restaurants, and residential units or offices.

2.0 Architectural Style or Theme

2.0.1 No predetermined architectural style or theme is mandated in Innovista; however, the design of a building should be compatible with its function and with its surroundings

(context) provided those surroundings are urban, pedestrian-oriented developments. New buildings should be compatible with the existing more traditional buildings; their design, particularly front facades, should be influenced by the other facades on the street, but should not attempt to copy them.

2.0.2 New buildings should take care in material selections and architectural detailing so they do not look like cheap historic imitations. These projects should be sympathetic and compatible with urban pedestrian friendly buildings in terms of mass, scale, height, facade rhythm, placement of doors and windows, color, and use of materials without giving the feeling that new or renovated structures must duplicate an architectural style from the past to be successful. Most importantly, buildings should be true to whichever architectural style they are designed, for example, articulating a simple brick warehouse or office building with classical details would not be appropriate.

2.0.3 Modern and/or innovative architecture is strongly encouraged. To that end, consideration will be given to buildings that are determined to be strong examples of such, in that specific guidelines typically applied to traditional “main street” architecture may not be appropriate in some situations. Encouraging a mix of uses in an urban setting with buildings which contribute positively to the pedestrian environment is the primary goal of these guidelines.

2.0.4 Architecture should be urban and therefore flexible for various businesses over time. A building should not be so strongly identified with a single business that it cannot reasonably be adapted to another use in the future. Corporate identity should be contained in signage, storefront displays, and/or artwork.

3.0 Building mass and Organization

3.0.1 Much of the existing context in this underdeveloped area is comprised of wide, one-story buildings, such as many of the metal storage buildings and warehouse structures. While this building type was appropriate when the area was an underutilized, industrial district, it will not contribute to the density and urban character necessary to encourage pedestrian activity. On blocks where the context is such, or on largely undeveloped blocks where little or no context exists, buildings should begin a precedent for urban, pedestrian friendly development.

3.0.2 The height and scale of new buildings within Innovista should complement existing structures while providing a sense of human scale and proportion.

Building heights are determined by the [underlying base zoning district, overlay districts and the Official Zoning Map](#). Consideration should be given to upper floor step-backs and/or street façade articulation to mitigate dramatic height adjacencies. More specific guidance on building height and upper floor stepbacks should be gleaned from the Innovista Master Plan.

3.1 Building mass and Organization

3.1.1 The spatial definition of the streets within the Innovista area is characterized by the relationship between the height of buildings and the space they face. That ratio is ideally 1:1, the width being measured from façade alignment to façade alignment. Should the

façade of the building be higher than the 1:1 ratio, additional stories should be recessed at least eight feet from the main plane of the façade

3.2 Façade Proportion and Rhythm

3.2.1 The façade is literally the exterior of a building that “faces” the street. It is the architectural front of the building and is typically distinguished from other faces by elaboration of architectural or ornamental details. Building facades are critical to the pedestrian quality of the street. The width and pattern of façade elements can help a pedestrian negotiate a street by providing a standard measure of progress. This is true regardless of the overall width of the building; for example, a building can extend for the full length of a block and still have a façade design that divides the building into smaller, pedestrian-scaled elements. The following guidelines deal with establishing a pedestrian friendly rhythm in new buildings, while subsequent sections address façade detail.

3.2.2 Whenever an infill building is proposed that is much “wider” than the existing characteristic facades on the street, the infill facades should be broken down into a series of appropriately proportioned “structural bays” or components typically segmented by a series of columns or masonry piers that frame window, door, and bulkhead components.

3.3 Proportion of Openings

3.3.1 Maintain the predominant difference between upper story openings and street level storefront openings (windows and doors). Usually, there is a much greater window area (70 percent) at the storefront level *to engage the pedestrian*, as opposed to upper stories which have smaller window openings (40 percent).

3.3.2 Whenever an infill building is proposed between two adjacent commercial structures, the characteristic rhythm, proportion, and spacing of existing door and window openings should be maintained.

3.4 Wall Articulation

3.4.1 Whenever an infill building is proposed, the common horizontal elements (e.g., cornice line and window height, width, and spacing) established by neighboring structures should be identified and the infill design should complement and accentuate what is already in place.

3.4.2 Long, blank, unarticulated street wall facades should not be allowed. Facades should instead be divided into a series of structural bays (e.g. masonry piers which frame window and door elements).

3.4.3 Monolithic street wall facades should be “broken” by vertical and horizontal articulation (e.g., sculpted, carved, or penetrated wall surfaces defined by recesses and reveals). These features are characterized by breaks in the surface of the wall itself, placement of window and door openings, or the placement of balconies, awnings, and/or canopies.

3.4.4 Large, unbroken façade surfaces should be avoided, especially at the storefront level. This can be achieved in a number of ways, including:

- Dividing the façade into a series of display windows and smaller panes of glass,
- Constructing the façade with small human scale materials such as brick or decorative tile along the bulkhead,
- Providing traditional recessed entries,
- Careful sizing, placement and overall design of signage, and
- Providing consistent door and window reveals.

3.5 Roofs and Upper Story Details

3.5.1 Roofs may be flat or sloped provided that emphasis is placed on a horizontal eave line. The visible portion of sloped roofs should be sheathed with a roofing material complimentary to the architectural style of the building and other surrounding buildings.

3.5.2 Roof mounted mechanical or utility equipment should be screened. The method of screening should be architecturally integrated with the structure in terms of materials, color, shape, and size. Equipment should be screened by solid building elements (e.g. parapet wall) instead of after-the-fact add-on screening (e.g. wood or metal slats).

4.0 Exterior Walls/Materials

4.0.1 The design elements for exterior walls involves two aspects- color and texture. If the building's design is complicated with many design features, the wall texture should be simple and subdued. If the building design is simple (perhaps more monolithic) a finely textured material, such as a patterned masonry, can greatly enrich the building's overall character.

Recommended Materials

4.0.2 Building materials should be high-quality, commercial grade materials, to ensure long wear and minimal maintenance. Storefront materials should be consistent with the materials used on significant (historically correct) adjacent buildings. The following materials are considered appropriate for buildings within the Innovista District. The number of different wall materials used on any one building should, however, be kept to a minimum (ideally two or less). Most importantly, materials must be appropriate to the style and application in an urban setting.

Building Walls:

- Clear glass, glass block (storefront only)
- Glass block (Transom)
- Stucco/ exterior plaster (smooth trowled)
- New or used face brick
- Cut stone, rusticated block (cast stone)

Roofs (where visible)

- Standing seam metal roofs (avoid bright colors)
- Class A composition shingles (limited to refurbishment of residential structures)
- Tile of neutral color.

Discouraged Materials

4.0.3 The following building materials are considered inappropriate in Innovista and are discouraged.

Building walls:

- Imitation masonry (e.g. imitation, rusticated block) of any kind, especially at street-level
- Reflective or opaque glass (at the street level)
- Vinyl siding
- Metal siding, as in the case of pre-fabricated butler buildings
- Imitation stone or flagstone parquet
- Rough sawn or “natural” (unfinished) wood
- “Pecky” cedar
- Used brick with no fired face (salvaged from interior walls)
- Imitation wood siding
- Coarsely finished “rough sawn” or rustic materials (e.g. wood shakes, barnwood, board and batten or T-111 siding)
- Plastic panels
- Vertical siding
- EFIS or other synthetic/imitation stucco

Roofs:

- Crushed stone
- Shake
- Brightly colored tile (orange, blue, etc.)
- Corrugated fiberglass

5.0 Storefront Composition, Accessories, and Details

5.1 Entries/Doorways

5.1.1 The main entry to a building, leading to a lobby, stair or central corridor, should be visually emphasized, and articulated in a way that is compatible with the style and scale of the building.

5.1.2 Commercial storefront entries are typically recessed and/ or sheltered by a covered arcade structure, canopy or awning. This provides more area for display space, a sheltered transition area to the interior of the store and reinforces the entrance. Recessed entries should be retained and are strongly encouraged in a new storefront construction, although overly-deep entries (over 5 feet) should be avoided.

5.2 Door and Window Design

5.2.1 The intent of the guidelines for storefront glass is to maintain the transparency of urban buildings at street level. These guidelines take into account the need for energy efficiency and energy code requirements, which should be obtained through a combination of materials and methods of construction, not only through glass selection. Privacy concerns should be handled with interior blinds, shades, and other operable means.

For first floor glass in new construction,

- low-iron glass shall be used to maximize clarity

- any factory applied coatings shall be applied to the #2 surface
- overall VLT (visible light transmission) shall be at least 61%
- exterior reflectance shall not exceed 15%

For film applications to existing glass,

- Visible light transmission shall be at least 45%
- Exterior reflectance shall not exceed 15%

5.2.2~~1~~ Doors to retail shops should contain a high percentage of glass to view retail contents.

~~5.2.2 Use of clear glass (at least 88 percent light transmission) on the first floor is recommended.~~

5.2.3 Window openings and mullions should have a substantial enough profile to help articulate the building with recesses and shadow lines. Muntins without a profile on the exterior of the window are not allowed.

5.2.4 Exterior details will ideally be functional as well as decorative. If a detail is not functional, such as a window shutter, it shall be scaled properly so that it is proportionate to both the window and the building façade.

5.2.5 Permanent, fixed security grates or grills in front of windows are discouraged; as an alternative security glass is recommended. If security grilles are necessary, they should be placed inside the building behind the window display area. (Applicants should also review such features with the fire marshal).

5.3 Awnings and Canopies

5.3.1 Awnings and canopies provide the opportunity to add color and visual relief to buildings, as well as serving a functional purpose by protecting windows from intense direct sunlight. The following guidelines describe the qualities that will ensure that awnings and canopies if used to contribute positively to Innovista's overall design quality.

5.3.2 When several businesses occupy one building, awnings of a compatible color should be used with simple signs on the valance flap that may vary in type style and color to differentiate the individual businesses within the building. Bright and/or contrasting colors should be avoided.

5.3.3 Where the façade is divided into distinct structural bays (sections defined by vertical architectural elements, such as masonry piers) awnings should be placed within the vertical elements rather than overlapping them. The awning design should respond to the scale, proportion and rhythm created by the structural bay.

5.3.4 Fabric awnings, if used, should be of durable, commercial grade fabric, canvas or similar materials having a matte finish.

5.3.5 Permanent awnings of a material integral to the building architecture are strongly encouraged.

5.3.6 Awning frames and supports should be of painted or coated metal or other non-corroding material.

5.3.7 Glossy or shiny plastic or similar awning material is not recommended.

5.3.8 Awnings should be well-maintained, washed regularly, and replaced when faded or torn.

5.3.9 Awnings should have a single color or two-color stripes. Utilizing more colors or patterns is permitted but will be considered as a sign area..

6.0 The Upper Facade

6.0.1 The upper façade of a building is distinct from the street-level storefront, and the design qualities differ. The upper façade consists of the following components:

- The cornice and fascia that cap the building front;
- The building's upper stories;
- The windows, which provide articulation and interest to the upper architecture; and
- The piers, which extend to the ground level to visually support the façade and frame the storefront.

6.0.2 Typically, the more massive, solid architecture of the upper façade gives the buildings its feeling of substance and expresses its architectural quality and character. As a result, the design treatment, materials and conditions of the upper façade play an important role in defining the architectural style of the building and in relating it to the neighboring buildings in the block face.

6.0.3 The following paragraphs provide general guidance for the development and/ or renovation of the upper facades of buildings in Innovista.

6.1 Cornice and Fascia

6.1.1 A cornice or fascia creates a strong roof line and gives a finished appearance to the building façade. Where they have been removed, these elements should be restored to re-emphasize the original design intent of the structure. The new cornice or fascia should be designed in proportion with the overall mass of the building.

6.2 Wall Materials

6.2.1 Wall materials should be selected to coordinate with neighboring structures and complement the design of the storefront.

6.3 Windows

6.3.1 Upper story windows should create a sense of scale and to add articulation and visual interest to the upper facade.

6.4 Piers

6.4.1 The piers that frame the storefront and visually anchor the upper façade play an essential role in creating the unified architectural framework which organizes the street level's visual diversity. Where these piers have been eliminated or reduced in size, the architectural definition of the façade will be weak and the upper architecture inadequately balanced. The piers' width and spacing should give support to the façade. Piers which segment the storefront are recommended on wide buildings to improve proportional balance. To emphasize the pier's integral role in defining the architectural character of the upper façade they should be treated with the same surface material.

7.0 Building Additions, Renovations, and Demolitions

7.0.1 Renovation of structures of historic significance should follow applicable City-adopted guidelines for historic landmarks and districts and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, published by the U. S. Department of Interior, National Park Service(see Appendix A).

8.0 Demolitions

8.0.1 Demolition of existing buildings is strongly discouraged. However, in certain cases, buildings are not in character with their surroundings nor are they functionally necessary. In such situations, a building may be demolished if a replacement building is in character with the surrounding structures.

Sign Design Guidelines

Introduction

In Columbia, as in many American towns, the visual distinction between the traditional downtown business district and outlying general commercial strips has become blurred. Sign manufacturers and designers have encouraged businesses downtown to install the type of large-scale signs used along commercial highways, where signs need to be larger to attract the attention of motorists passing at high speeds. Pedestrian-oriented commercial areas, which describes much of Innovista, were designed to accommodate shoppers strolling along sidewalks and motorists driving at slower speeds. Signs to attract the attention of these passers-by should accordingly be encouraged; this chapter provides guidelines on how to evaluate the quality of signs to ensure this objective is met.

Ultimately, number and size of signs are regulated by the City of Columbia zoning code.

1.0 General Guidelines

1.0.1 The following general design guidelines are to be used by D/DRC staff and members in evaluating the appropriateness of sign proposals in The Innovista District. An important aspect of successfully designed signage is that its design should relate to its environment in mass, details, and scale.

2.0 Color

2.0.1 Limit the number of colors used in any one sign. Too many colors used simultaneously can confuse and negate the message of a sign.

2.0.2 Use sign colors that complement the colors used on the structures and the project as a whole. Bright day-glo (fluorescent) colors are discouraged.

3.0 Materials

3.0.1 The following materials are approved for use in Innovista District:

- Wood (carved, sandblasted, etched, and properly sealed, primed, and painted, or stained).
- Metal (formed, etched, cast, engraved, and properly primed and painted or factory coated to protect against corrosion).
- High-density pre-formed urethane or similar material.
- Custom neon tubing, in the form of graphics or lettering, may be incorporated into several of the above permitted sign types.
- Plastic facing when used in channel letters or dimensional signs.

3.0.2 The following materials are prohibited for use in Innovista:

- Plastic facing when used in flat panels in cabinet signs;

- Paper and cloth (except on awnings and banners);
- Balloons or inflatable material.

3.0.3 Cabinet (box construction) signs and monument signs should have opaque, non-internally illuminated face panels; only individual letters and/or logos should be back-lit, not the entire surface of the sign. Internally illuminated letters (routed/stenciled/embossed) may be plastic, but the face panels should not have glossy reflective surfaces.

3.0.4 Raceway cabinets, where used as an element of building mounted wall signs, should match the building color at the location of the building to where the sign is located.

4.0 Sign Legibility

4.0.1 An effective sign should do more than attract attention, it should communicate its message. Usually, this is a question of readability of words and phrases. The most significant influence on legibility is lettering.

4.0.2 Use a brief message whenever possible. The fewer the words, the more effective the sign. A sign with a brief, succinct message is easier to read and looks more attractive. Evaluate each word. If the word does not contribute directly to the basic message of the sign, it detracts from it and probably should be deleted.

4.0.3 Avoid spacing letters and words too close together. Crowding of letters, words or lines will make any sign more difficult to read. Conversely, over-spacing these elements causes the viewer to read each item individually, again obscuring the message. As a general rule, letters should not occupy more than 75% of sign panel area.

4.0.4 Limit the number of lettering styles in order to increase legibility. A general rule to follow is to limit the number of different letter types to no more than two for small signs and three for larger signs.

4.0.5 Avoid hard-to-read overly intricate typefaces and symbols. Typefaces and symbols that are difficult to read reduce the sign's ability to communicate.

4.0.6 Avoid faddish or bizarre typefaces if they are difficult to read. These typefaces may be in vogue and look good today, but soon may go out of style. The image conveyed by the sign may quickly become that of a dated and unfashionable business.

4.0.7 Use symbols and logos in the place of words whenever appropriate. Pictographic images will usually register more quickly in the viewer's mind than a written message.

5.0 Wall Signs

5.0.1 Signs should be placed consistent with the proportions and scale of the elements within the structure's façade. A particular sign may fit well on a plain wall area, but might overpower the finer scale and proportion of a lower storefront. A sign which is appropriate near an entry may look tiny and out of place above the ground level.

5.0.2 Signs should be located where architectural features or details suggest a location, size, or shape for the sign. The best location for a wall sign continues to be a band or blank area between the first and second floors of a building.

5.0.3 Permanent architectural features of the building should not be removed or altered to accommodate signage.

5.0.4 Signs should be placed on buildings consistent with sign locations on adjacent buildings. This approach can establish visual continuity among storefronts.

5.0.5 Signs should not break the roof or cornice line of a building or be roof-mounted.

5.0.6 In pedestrian-oriented areas, signs should relate to the sidewalk instead of motorists. In this case, small projecting signs under awnings are most appropriate. Place signs in close proximity to the store entrance.

5.0.7 The number of projecting signs per business should be limited to one. The distance between projecting signs shall be at least 50 feet for maximum visibility.

5.0.8 On a multi-storied building, the sign should be suspended between the bottom of the second story window sills and the top of the doors or windows of the first story. On a one-story building, the top of the sign should be suspended in line with the lowest point of the roof.

6.0 Projecting Signs

6.0.1 The sign should be hung at a 90° angle from the face of the building. It should be pinned at least six inches away from the wall for best visibility but should not project beyond a vertical plane set 2 feet inside the curb line.

6.0.2 The bottom of the sign should maintain at least a ten foot pedestrian clearance from the sidewalk level.

6.0.3 Decorative iron and wood brackets that support projecting signs are encouraged.

6.0.4 The lines of the brackets should harmonize with the shape of the sign. The most important feature of a bracket should be its ability to hold up the sign.

6.0.5 To avoid damaging brick and stonework, brackets should be designed so that they can be bolted into masonry joints when possible.

7.0 Window Signs

Note: Interior signs 12-inches or less from the window are considered as exterior advertising signs and as such are counted in the overall sign square footage limits of the City's zoning regulations.

7.0.1 Window signs (permanent or temporary) should not cover more than 50% of the area of each window.

7.0.2 Window signs should be limited to individual letters and logos placed on the interior surface of the window and intended to be viewed from the outside. Glass mounted graphic logos may be applied by silk screening or pre-placed vinyl die-cut forms.

8.0 Awning Signs

8.0.1 When initially installed, awnings should be provided with removable valances and end panels to accommodate future changes in sign copy. Painting cloth awnings in order to change sign copy is strongly discouraged, as this will decrease the fire resistant/retardant properties of the treated canvas.

8.0.2 The text copy is limited to the name of the business only.

8.0.3 Letter color should be compatible with the awning and the building color scheme.

9.0 Freestanding Signs

9.0.1 Pylon signs are not allowed

9.0.2 Freestanding signs shall be oriented and scaled to the pedestrian in the form of low, monument signs.

9.0.3 Freestanding signs should relate to the building in some way (i.e., brick base in front of a brick building).

10.0 Figurative Signs

10.0.1 Signs which advertise the occupant business through the use of graphic or crafted symbols, such as shoes, keys, glasses, books, etc. are encouraged. Figurative signs may be incorporated into any of the allowable sign types identified above.

12.0 Directional Signs

12.0.1 Any directional sign within ten feet of the right-of-way shall: Comply with Sign Design Guidelines in this document, and shall be limited to one directional per curb cut.

ORDINANCE NO.: 2018-015

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 8, District Descriptions; Use and Dimensional Regulations, Sec. 17-291 -ID Innovista design; Division 9, Supplementary District Regulations, Sec. 17-325 --ID innovista design district, (b) Supplemental district regulations

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2018, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 8, District Descriptions; Use and Dimensional Regulations, Sec. 17-291 -ID Innovista design; Division 9, Supplementary District Regulations, Sec. 17-325 --ID innovista design district, (b) Supplemental district regulations, are amended to read as follows:

Sec. 17-291. - ID Innovista design.

The ID overlay district is intended to implement the general principles found in the Innovista Master Plan by encouraging a vibrant, mixed-use, pedestrian-oriented urban fabric along with parks and open space that will interconnect to the City Center and adjacent neighborhoods. Development within the ID area must comply with the most recent adopted/amended design guidelines adopted by city council on June 3, 2009, entitled "Innovista, Design Development Guidelines, ~~April 2009~~." The boundaries are outlined on the official City of Columbia zoning map.

Sec. 17-325. - -ID innovista design district.

(a) *Applicability/establishment.* The ID overlay district shall be established as a district which overlays the general use zoning districts. The extent and boundaries of the ID districts are indicated on the official zoning maps for the City of Columbia.

(b) *Supplemental district regulations.*

~~(1) *Building height:* To provide appropriate buffer to adjacent residential and historic districts, the height limit for structures located within buffer areas identified on the map titled "District Boundaries" in the "Innovista District Design Guidelines April 2009" shall be 75 feet.~~

(1) *Building Height:* To provide appropriate buffer to adjacent residential and adjacent or within historic districts, the height limit for structures located within the buffer areas identified on the Official Zoning Map shall be as follows:

- a. In the area designated "-ID-55", the height limit shall be 55 feet.
- b. In the area designated "-ID-75", the height limit shall be 75 feet.
- c. In the area designated "-ID-80", the height limit shall be 80 feet.
- d. In the area designated "-ID-150", the height limit shall be 150 feet.
- e. In the area designated "-ID-U", the height limit shall be unlimited.

(2) *Signage size allowance:* Total allowable square footage of signage for a building may be increased by 25 percent if internally illuminated signage is not used for any business for any sign located on the parcel.

(3) *Ground floor activity zone:* Buildings with frontage on existing streets labeled as being a groundfloor activity zone as shown on the map labeled "Ground Floor Activity Zones" in the "Innovista Design District Guidelines, ~~April 2009~~" shall have a minimum of 60 percent of the façade, not counting ingress and egress, programmed with of one or more of the following uses: retail trade, eating and drinking places, hotels and other lodging places, beauty and barber shops, dance studios, physical fitness and yoga studios, museums and art galleries, educational services, lobby or other active accessory space for residential uses, retail operations of finance institutions (banks).

(4) *Permitted uses:* Notwithstanding the provisions in this chapter concerning nonconforming uses (sections 17-201 through 17-205), the following existing uses or structures may be expanded up to 20 percent of the gross floor area on the same lot of record.

- a. Manufacturing (SIC Division D).
- b. Wholesale trade (SIC Division F).

(5) *Credit for on-street parking:* The amount of required off-street parking shall be reduced by one off-street parking space for every on-street parking space adjacent to the development.

(6) *Maximum parking ratio:* Surface parking shall not exceed 110 percent of the minimum parking requirement for the subject land use(s) as established in Table 1 of Section 17-258 prior to any reductions permitted.

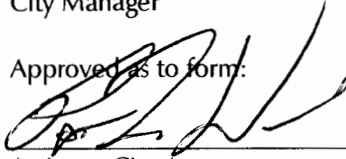
Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:



Assistant City Attorney

Mayor

ATTEST:

City Clerk

Introduced:

Final Reading:

FILED



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT - 42.31 acres N/S Padgett Road, TMS# 22012-01-01

PURPOSE: Council District: 4

Proposal: Request to rezone the parcel from PUD-R to RS-3

Applicant: John Stephenson, Manchester Investment Group, LLC

Staff Recommendation: Approval

PC Recommendation: 04/09/2018; Approval (6-0)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ZMA-42.31 acres NS Padgett Rd (PDF)



CITY COUNCIL

May 15, 2018 at 6:00 pm

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

Zoning Map Amendment Case Summary 42.31 acres N/S Padgett Road, TMS# 22012-01-01

Council District: 4

Proposal: Request to rezone the parcel from PUD-R to RS-3

Applicant: John Stephenson, Manchester Investment Group, LLC

Staff Recommendation: Approval

PC Recommendation: 04/09/2018; Approval (6-0)

ZPH, 1st Reading: 05/15/2018; Pending

2nd Reading: 06/05/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 42.31 acres

Current Use: Wooded

Proposed Use: Single Family Residential Housing

Land Use Classification: Urban Edge Residential Small Lot (UER-1)

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

Proposed Zoning: Single-Family Residential District (RS-3)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Edge Residential – Small Lot (UER-1) in The Columbia Plan 2018 Future Land Use Map.

Urban Edge Residential Small Lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Cul-de-sacs are most prominent in this development type.

Primary Types:

- Single-family Detached

Tertiary Types:

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Small Format Business/Employment (excl. Flex)
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

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

A portion of the subject parcel falls within the Lower Richland Neighborhood Improvement Area as defined by Richland County. The *Lower Richland County Plan* was adopted by County Council in March of 2014, and specific to the portion of the parcel included recommends future land use classifications of Suburban Transition Area and Military Compatibility Area. The Plan recommends that within the Suburban Transition Area sidewalk and greenway connections to existing community facilities should be identified and prioritized, and the development of a variety of housing types, including townhomes and apartments, developed in a manner that is respectful of existing neighborhoods and natural, agricultural, and historic resources, should be promoted.

Federal Defense Facilities Utilization Integrity Protection Act

A portion of the subject property is within 3000 feet of Fort Jackson. Pursuant to Section 6-29-1630 of the South Carolina Code of Laws, staff has requested comment from Fort Jackson. Michael Hipp, Chief, Master Planning Division, Fort Jackson, has indicated that the Fort has no concerns with this application.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Planned Unit Development – Residential District (PUD-R). The abutting properties in the City of Columbia are zoned Single-Family Residential District (RS-3) to the East. The abutting properties in unincorporated Richland County are zoned RS-HD to the North and West and RS-MD to the South.

The proposed zoning district is Single-Family Residential District (RS-3).

Planned Unit Development Districts

(a) *Intent.* The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) *Types of districts.* Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) *PUD-R Planned Unit Development—Residential.* The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) *PUD-C Planned Unit Development—Commercial.* The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) *Design and planning features.* The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall

consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

Single-Family Residential District (RS-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.

STAFF RECOMMENDATION

Staff recommends City Council approval of a rezoning of this property from PUD-R to RS-3.



Future Land Use Map

42.31 acres N/S Padgett Road, TMS# 22
Existing FLU: UER-1

41.a

Department of Planning &
Development Services

Legend

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

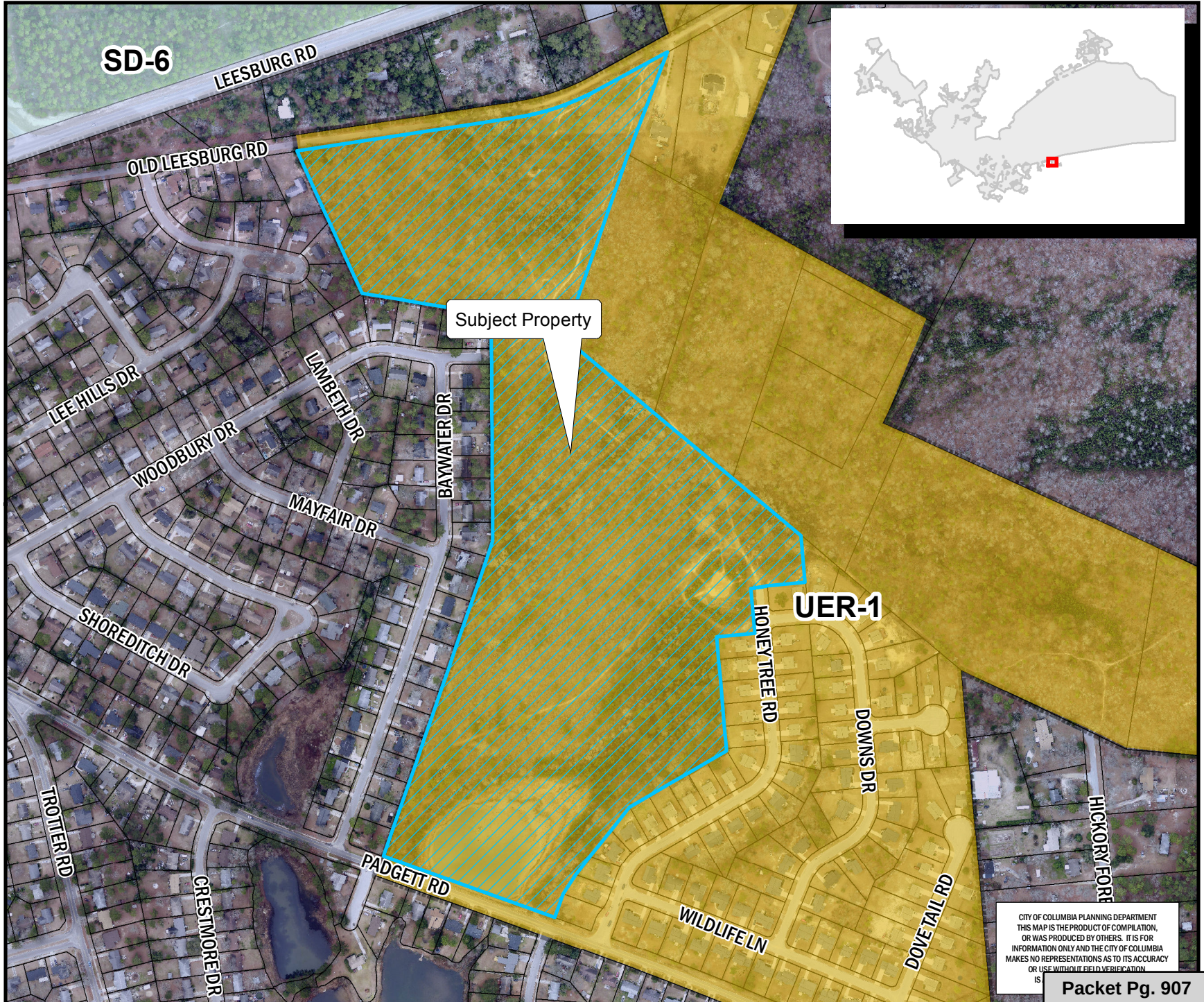


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ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
February 12, 2018



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED,
OR WAS PRODUCED BY OTHERS. IT IS FOR
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OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 907

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

42.31 acres N/S Padgett Road, TMS# 220 41.a
Existing Zoning: PUD-R; Proposed Zoning: RS-3

Legend

CITY LIMITS
 PARCELS

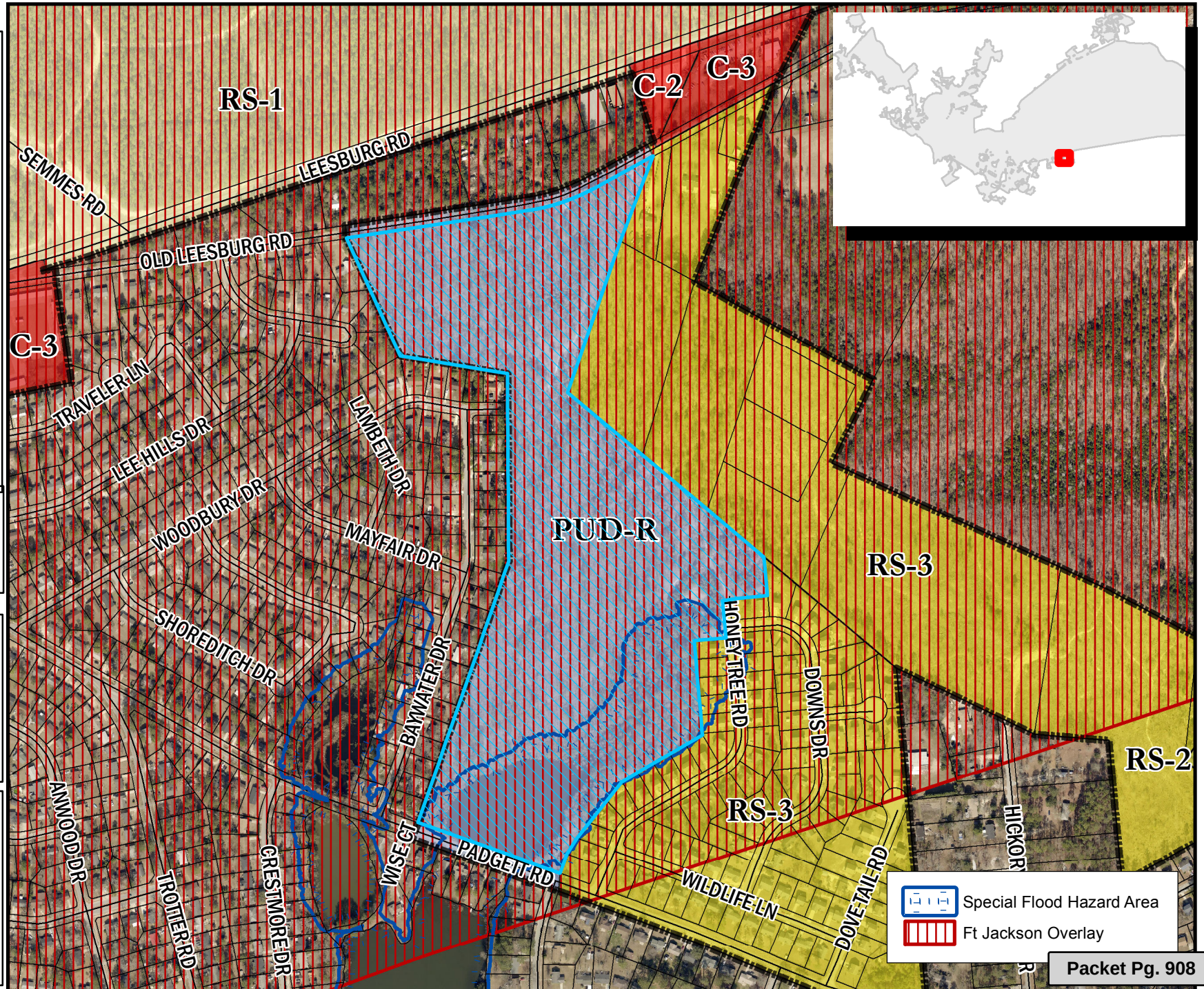
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
March 14, 2018

DISCLAIMER:
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Special Flood Hazard Area
 Ft Jackson 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)

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: May 15, 2018

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT - 1400 Huger Street, TMS# 09009-11-04

PURPOSE: Council District: 2

Proposal: Request to rezone the parcel from C-1, -DD to M-1, -DD

Applicant: Brad Wolfe, 908 Group Holdings, LLC

Staff Recommendation: Denial

PC Recommendation: 02/05/2018; Approval (7-2)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ZMA-Huger1400 (PDF)



CITY COUNCIL

March 20, 2018 at 7:00pm

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

Zoning Map Amendment Case Summary 1400 Huger Street, TMS# 09009-11-04

Council District: 2

Proposal: Request to rezone the parcel from C-1, -DD to M-1, -DD

Applicant: Brad Wolfe, 908 Group Holdings, LLC

Staff Recommendation: Denial

PC Recommendation: 02/05/2018; Approval (7-2)

ZPH, 1st Reading: 03/20/2018; Pending

2nd Reading: 04/03/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.65 acres

Current Use: Abandoned Richland County Traffic Court Building

Proposed Use: Private Dormitory

Land Use Classification: Urban Core Regional Activity Center (UCAC-3)

Current Zoning: Office and Institutional District (C-1), -Design/Development Area (-DD)

Proposed Zoning: Light Industrial District (M-1), -Design/Development Area (-DD)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Regional Activity Center (UCAC-3) in The Columbia Plan 2018 Future Land Use Map.

These developments are intense mixed-use districts within the urban context. They may be adjacent to the central business district or found in outer areas of the City. They are primary destinations for work and play which attract people from more than a 20-mile radius or drive distance. The uses are built within the urban blocks and grid, and whole scale redevelopment of blocks or adaptive reuse of existing structures may occur in these areas. Their scale is large and may take up multiple city blocks. Their primary use is as a business district, but high-intensity residential in mixed-use buildings is also appropriate.

Primary Types:

- Small to Extra Large Business/Employment (incl. High-rise, excl. Flex)

- Multi-family Medium and High-rise Mixed-use

Secondary Types:

- Multi-family Medium to High-rise
- Small to Large Flex
- Civic/Institutional
- Parking Structures

Tertiary Types

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

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

The subject property is covered by two area plans: the *City Center Master Plan* (1999) and the *West Gervais District Plan* (2017).

The subject property is located within the Vista District as identified by the *City Center Master Plan*. While this area “was traditionally a service commercial district with a mixture of industrial uses” (pg. 43), it is now a growing mixed-use district. The Plan noted that internalized parking for residential developments is desired, and that the area along Huger Street was anticipated to give way to higher uses along the corridor than those office uses that were in place at the time of the Plan’s adoption. Throughout the study area, the *City Center Master Plan* makes recommendations for economic development strategies, streetscaping improvements, and pedestrian connectivity. The planning process resulted in the adoption of the City Center Design/Development Guidelines, which help to guide form, scale, and massing in the study area.

The *West Gervais District Plan* generally focuses on the desire for a high quality public realm, multi-modal connectivity, and the appropriate scale and massing of development within the study area. Specific to the subject property, the Plan indicates that the anticipated future land use would be Mixed Use - Residential, which would primarily consist of “dense residential developments... while allowing for some supporting commercial uses to encourage street level activity” (pg. 21). In addition, the Plan proposes an additional eight foot setback area along Huger Street as a continuation of the design element found to the south in the Innovista. “The eight foot setback is designed to encourage a well-defined public realm and provide a buffer for pedestrians. This zone should be used for wider sidewalks, trees, and other amenities” (23). Proposed connectivity improvements include bike facilities along Hampton Street, as well as proposed sidewalk improvements along Pulaski.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Office and Institutional District (C-1), -Design/Development Area (-DD). The abutting properties are zoned Office and Institutional District (C-1) to the North, Light Industrial District (M-1) to the East and South and General Commercial District (C-3) to the West. All abutting properties are in the -Design/Development Area (-DD).

The proposed zoning is Light Industrial District (M-1), -Design/Development Area (-DD).

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.

-Design/Development Area (-DD)

The -DD area is intended to protect the area identified as "City Center" which is undergoing redevelopment and revitalization from incompatible land uses and influences which do not complement or promote the high-intensity mixed use character of the area. It is also the intent that new developments within the -DD area are coordinated to ensure that the land use, pedestrian environment, urban design, open space, signs, street scape and traffic circulation are sensitive to and implement the overall objectives and concept of the applicable redevelopment plan. Development within the -DD area must comply with design guidelines set forth in this Code and in the publication "City Center Design/Development Guidelines, Final Report, September 1, 1998," LDR International, Inc. Consultants.

The -DD area consists of approximately 1,400 acres in the area bounded as follows: on the North by Elmwood Avenue, east by Pickens Street, South by Blossom Street, and West by the Congaree River. Any lot of record which fronts or abuts Elmwood, Pickens or Blossom within the area described above shall be deemed to fall within the -DD area.

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.

-Design/Development Area (-DD)

The -DD area is intended to protect the area identified as "City Center" which is undergoing redevelopment and revitalization from incompatible land uses and influences which do not complement or promote the high-intensity mixed use character of the area. It is also the intent that new developments within the -DD area are coordinated to ensure that the land use, pedestrian environment, urban design, open space, signs, street scape and traffic circulation are sensitive to and implement the overall objectives and concept of the applicable redevelopment plan. Development within the -DD area must comply with design guidelines set forth in this Code and in the publication "City Center Design/Development Guidelines, Final Report, September 1, 1998," LDR International, Inc. Consultants.

The -DD area consists of approximately 1,400 acres in the area bounded as follows: on the North by Elmwood Avenue, east by Pickens Street, South by Blossom Street, and West by the Congaree River. Any lot of record which fronts or abuts Elmwood, Pickens or Blossom within the area described above shall be deemed to fall within the -DD area.

STAFF RECOMMENDATION

Staff recommends City Council deny the rezoning from C-1, -DD to M-1, -DD as the requested Light Industrial District (M-1) does not align with the parcel's Urban Core Regional Activity Center (UCAC-3) future land use designation.



Future Land Use Map

1400 Huger Street, TMS# 09009-11-04
Existing FLU: Urban Core Regional Activity Center (UCAC-3)

42.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
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-  UER-2 - Urban Edge Residential Large Lot
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-  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
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-  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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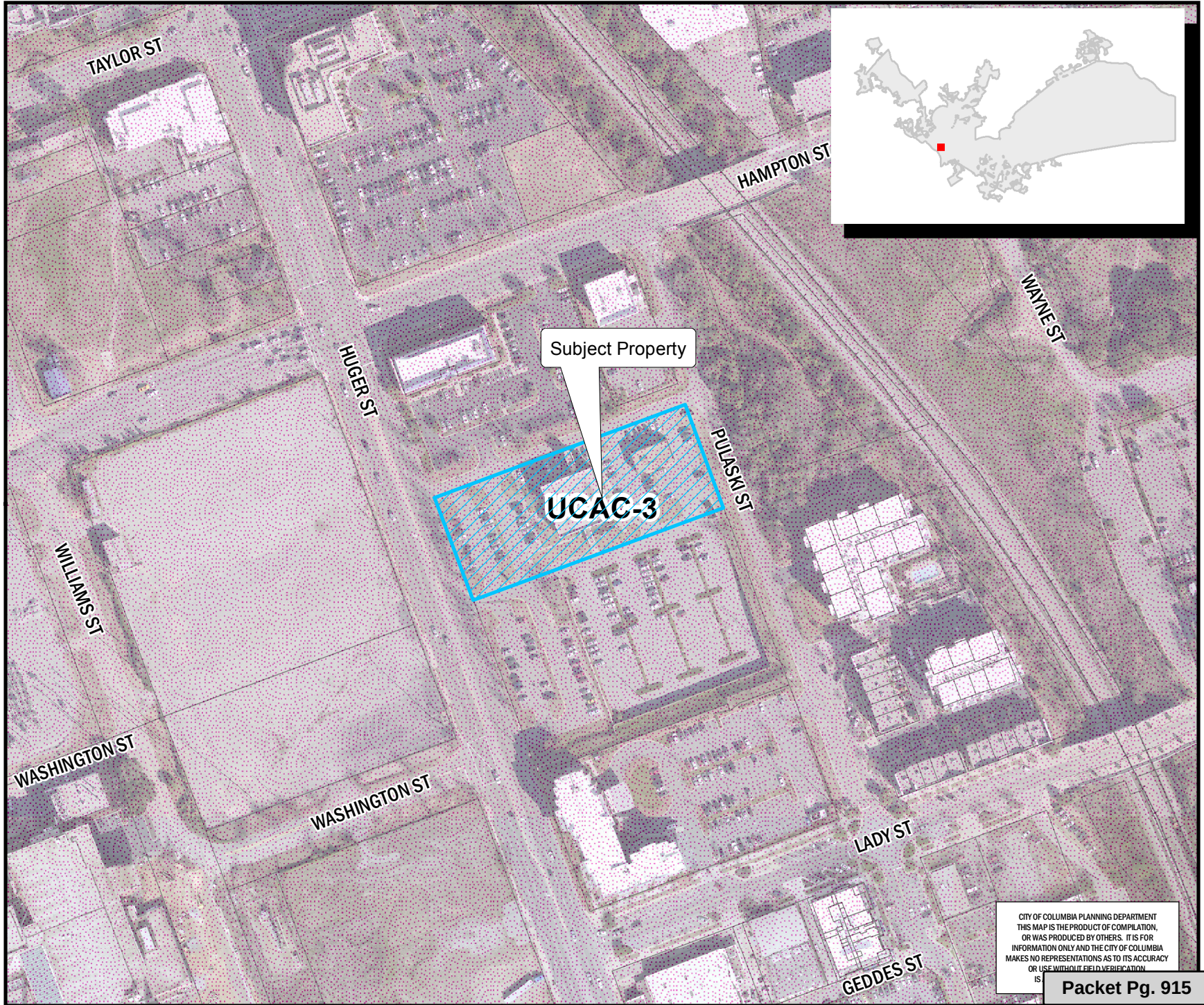
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
January 9, 2018



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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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. 915

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

1400 Huger Street, TMS# 09009-11-04;
Existing Richland County Zoning: C-1, -DD, Proposed Zoning: M-1, -DD

42.a

Legend

CITY LIMITS
 PARCELS

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

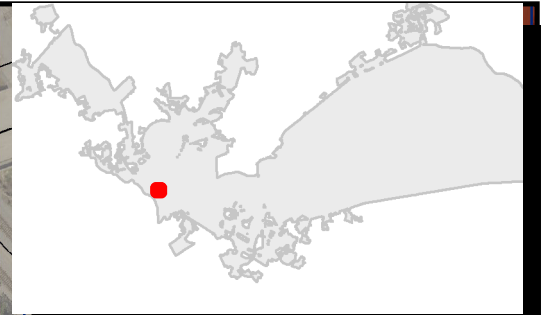
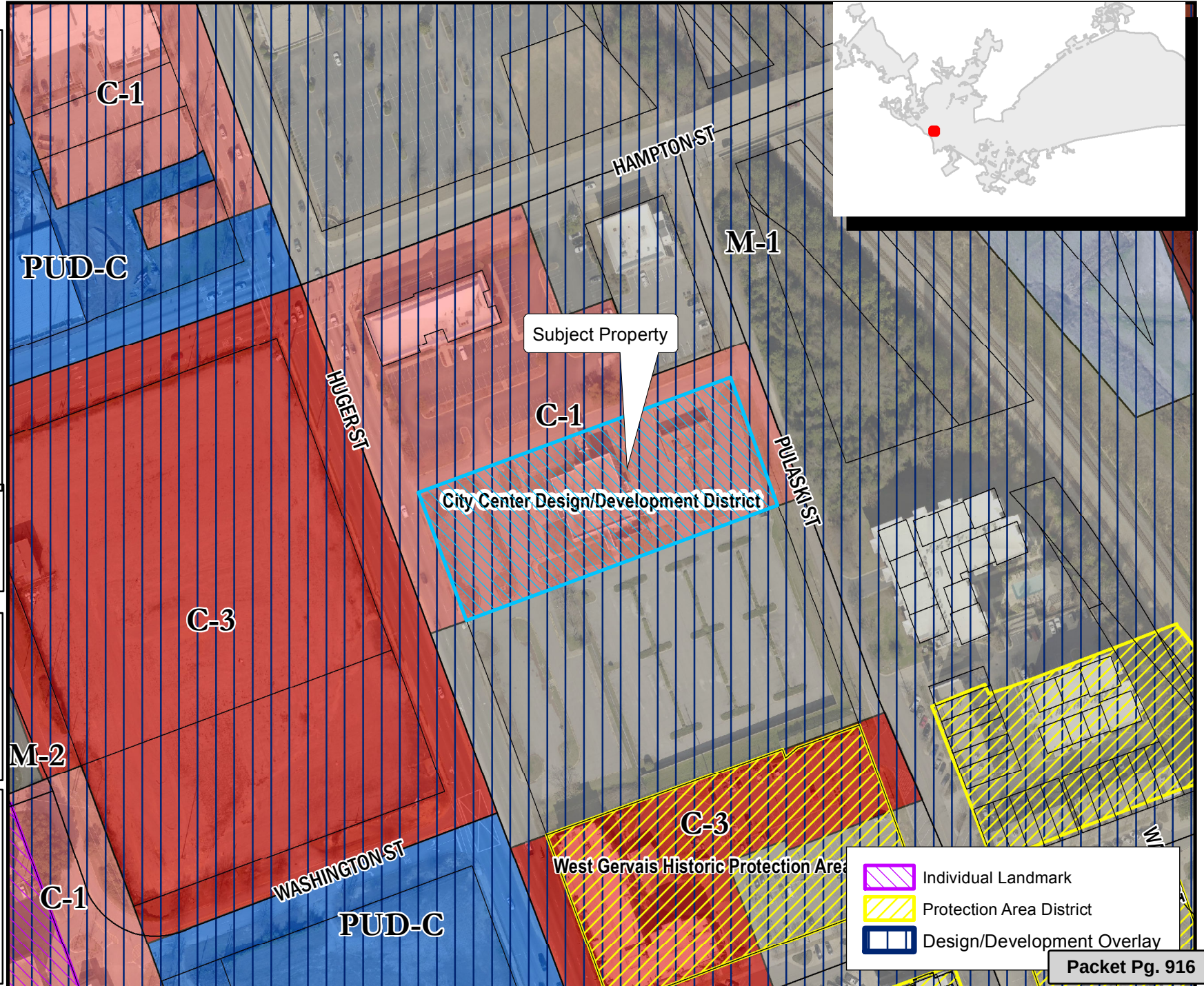
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0 25 50 100 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
January 9, 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.



Individual Landmark
 Protection Area District
 Design/Development Overlay

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 lodgings 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

Table of Permitted Uses
M-1
Permitted Principal Uses
Food crops grown within a covered enclosure
General farms, primarily crop
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building construction-General contractors and operative builders
Building Construction - Office Only
Construction other than building construction-General contractors
Construction other than building construction - Office Only
Construction-Special trade contractors
Construction - Special trade contractors - Office Only
Food and kindred products
Bakery products
Microbrewery (Sec. 17-290) products
Apparel and other finished products made from fabrics and similar materials
Lumber and wood products, except furniture
Furnitures and fixtures
Printing, publishing and allied industries
Measuring, analyzing and controlling instruments; photographic, medical and optical goods; watches and clocks
Railway express service
Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing
Trucking, local and long distance
Motor freight transportation and warehousing: Local trucking without storage
Motor freight transportation and warehousing: Local trucking with storage
Public warehousing
Public warehousing: Miniwarehouse (Sec. 17-260)
Private Commercial Storage (Sec. 17-260)
U.S. Postal Service
Water transportation

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

Transportation by air
Pipelines
Transportation services
Arrangement of Transportation Services
Telephone communication (wire or radio)
Communication: Telegraph
Radio and television broadcasting
Communication: Cable
Electric substations
Water supply services
Sewerage Systems (Sec. 17-262)
Motor vehicles and automotive parts and supplies
Wholesale trade-Durable goods
Wholesale trade, Non durable goods: Paper and paper products
Wholesale trade, Non durable goods: Apparel - Goods and notions
Wholesale trade, Non durable goods: Groceries and related products
Wholesale trade, Non durable goods: Farm products-Raw materials
Wholesale trade, Non durable goods: Chemicals and allied products
Wholesale trade, Non durable goods: Beer, wine and distilled alcoholic beverages
Wholesale trade, not durable goods: Miscellaneous nondurable goods
Retail Trade: Lumber and other building materials dealers
Paint, glass and wallpaper stores
Hardware stores
Retail nurseries, lawn and garden supply stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Fruit stores and vegetable markets
Retail bakeries
Food stores: Miscellaneous
Motor vehicle dealers (new and used)(Sec. 17-286)
Motor vehicle dealers (used only)(Sec. 17-286)

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

Auto and home supply stores (Sec. 17-286)
Gasoline service stations (Sec. 17-286)
Boat dealers (Sec. 17-286)
Recreational and utility trailer dealers (Sec. 17-286)
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drinking Places (alcoholic beverages)(Sec. 17-269)
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Non-store retailers: Automatic merchandising machine operators
Fuel and ice dealers, except oil fuel dealers and bottled gas dealers
Fuel oil dealers
Liquefied petroleum gas (bottled gas) dealers
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Banquet Hall
Cemetery subdividers and developers
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)
Power laundries
Garment pressing and agents for laundries and dry cleaners
Linen supply
Diaper service
Coin-operated laundries and dry cleaning
Dry cleaning plants, except rug cleaning
Carpet and upholstery cleaning
Industrial launderers
Laundry and garment services not elsewhere classified

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

Photographic Studies, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Miscellaneous personal services, except massage parlors and spas
Advertising agencies
Outdoor 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
Disinfecting and extermination services
Cleaning and maintenance services to dwellings and other buildings not elsewhere classified
Equipment rental and leasing services
Personal supply services
Miscellaneous business services: Miscellaneous
Business services not elsewhere classified
Employment agencies
Computer and data processing services
Detective agencies and protective services
Photofinishing laboratories
Passenger car rental and leasing without driver
Truck rental and leasing without drivers
Utility trailer and recreational vehicle rental
Parking Lots
Automotive repair shops
Carwashes
Automotive services, except repair and carwashes
Radio and mobile telephone installation shops
Radio and television repair shops
Refrigeration and air conditioning service and repair shops
Reupholstery and furniture repair
Watch and jewelry repair
Welding repair
Repair shops, not otherwise classified
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Physical fitness facilities and yoga facilities
Dance studios
Professional sports clubs and promoters
Racing including track operations

Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Public golf courses
Coin-operated amusement devices
Amusement parks
Membership Sports and Recreation Clubs
Amusement and recreation services not elsewhere classified
Offices of physicians
Medical and dental laboratories
Legal services
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Job training and vocational rehabilitation services
Museums and art galleries
Arboreta, botanical and zoological gardens
Business associations
Professional membership
Labor Unions and similar labor organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial, physical and biological research
Commercial economic, sociological, and educational research
Noncommercial research organization
Testing laboratories
Management and public relations services
Miscellaneous services
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Used merchandise stores without weapons (Sec. 17-87)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Dormitories , Private (Sec. 17-321)
Permitted Accessory Use

Aquaponics
Special Exception by Board of Zoning Appeals
Gas production and distribution
Wholesale trade-durable goods-Scrap
Liquor Stores
Used merchandise stores with weapons
Pawn shops
Body piercing facilities and tattoo establishments
Recycling centers (see Sec. 17-273)
Parking structures
Drive-in motion picture theaters
Bingo parlors
Libraries and information centers
Day Care Facilities (Sec. 17-265)
Dormitories, Public
Fraternity and sorority houses
Correctional insitutions



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-040 - Amending Resolution R-2015-049 Amending Resolution R-2014-045 Amending R-2014-024 Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit Incentive to Real Property within the Corporate Limits of the City of Columbia to remove the sunset of the tax credit and amend the criteria for consideration of inclusion in a Multi-County Industrial Park

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2018-040 reinstate tax credit for student housing (PDF)

RESOLUTION NO.: R-2018-040

Amending Resolution R-2015-049 Amending Resolution R-2014-045 Amending R-2014-024 Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit Incentive to Real Property within the Corporate Limits of the City of Columbia to remove the sunset of the tax credit and amend the criteria for consideration of inclusion in a Multi-County Industrial Park

WHEREAS, Resolution R-2014-024, enacted on March 4, 2014, adopted criteria for Columbia City Council to determine when it is appropriate to include a real property or real properties located within the corporate limits of the City in a Multi-County Industrial Park in order for the development to qualify for Richland County's Special Source Revenue Credit Incentive; and

WHEREAS Resolution R-2014-045, enacted on June 10, 2014, amended Resolution R-2014-024 to specify that the criteria approved in Resolution R-2014-024 could apply only to privately owned student housing projects; and,

WHEREAS, Resolution R-2015-049, enacted on June 16, 2015, amended the two prior resolutions to expand the tax credit to include comparable market rate rental housing projects and to sunset the tax credit on December 31, 2015 for previously approved projects or projects submitted, accepted and scheduled for site plan review approval by the applicable review body on or before December 31, 2015; and

WHEREAS, Columbia City Council now desires to repeal the sunset of the tax credit that was effective December 31, 2015, and to amend the criteria for inclusion of a real property or properties located within the corporate limits of the City of Columbia in a Multi-County Industrial Park in order for the development to qualify for Richland County's Special Source Revenue Credit Incentive; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2018, that the sunset of the tax credit on December 31, 2015, is hereby repealed as of the effective date of this Resolution, and real properties that meet the criteria adopted by Columbia City Council may again apply for inclusion in a Multi-County Industrial Park for the purpose of receiving Richland County's Special Source Revenue Credit Incentive..

BE IT FURTHER RESOLVED that the following criteria are hereby adopted in order for Columbia City Council to determine when it is appropriate to include a real property or real properties developed as ~~privately owned market rate rental and/or~~ student housing projects located within the corporate limits of the City of Columbia in a Multi-County Industrial Park in order for the development to qualify for Richland County's Special Source Revenue Credit Incentive:

1. A minimum private investment of ~~\$40,000,000~~ \$30,000,000 in total project costs as allowed by Richland County with no use of JEDA funds;
2. A minimum investment of ~~\$5,000,000~~ \$3,000,000 per useable acre;
3. Pay a minimum tax bill of \$750,000 per year in annual property taxes before all tax credits have been applied;
4. Use will pay more in taxes after all credits have been applied than any other likely use of the property;
5. ~~Structured parking and infrastructure with no use of public funds, other than bonds or obligations payable solely from taxpayer funds, used in construction cost.~~ Columbia City Council reserves the right to review (cost benefit analysis) and approve or deny any other assistance that may already be available to development project.
6. ~~Columbia City Council reserves the right to review (cost benefit analysis) and approve or deny any other assistance that may already be available to development project.~~

~~BE IT FURTHER RESOLVED that only those otherwise eligible housing projects that have been already been approved or projects submitted, accepted and scheduled for site plan review approval by the applicable review body on or before December 31, 2015 shall be eligible for this tax credit.~~

BE IT FURTHER RESOLVED, that inclusion of a real property or real properties developed as privately owned rental housing projects located within the corporate limits of the City of Columbia in a Multi-County Industrial Park shall be by ordinance and the enactment of such an ordinance is in the sole and exclusive legislative discretion of Columbia City Council.

Requested by:

Assistant City Manager Palen

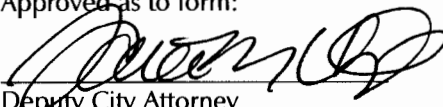
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-042 - Authorizing the City Manager to execute a Fourth Amendment to Lease Agreement between the City of Columbia and Hamilton Capitol Center, LLC for lease of approximately 2,524 square feet in the Capitol Center, known as Suite 250, 1201 Main Street

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2018-042 1201 Main 4th Amd Lease (PDF)

RESOLUTION NO.: R-2018-042

Authorizing the City Manager to execute a Fourth Amendment to Lease Agreement between the City of Columbia and Hamilton Capitol Center, LLC for lease of approximately 2,524 square feet in the Capitol Center, known as Suite 250, 1201 Main Street

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2018, that the City Manager is hereby authorized to execute the attached Fourth Amendment to Lease Agreement between the City of Columbia and MS Joint Venture, or on a form approved by the City Attorney, for the lease of approximately 2,524 square feet in the Capitol Center, known as Suite 250, 1201 Main Street.

(Funding Source: 5511301-636300).

Requested by:

Assistant City Manager Palen

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)

**FOURTH AMENDMENT TO
 LEASE AGREEMENT**

This Fourth Amendment to Lease Agreement (the "Fourth Amendment") is entered into between **HAMILTON CAPITOL CENTER LLC**, a Delaware limited liability company ("Landlord") and **the City of Columbia, South Carolina, a municipal corporation** ("Tenant").

WHEREAS, Parkway Capitol Center, LLC (predecessor in interest to Landlord) and Tenant entered into that certain Lease Agreement dated March 30, 2000 (the "Lease"), as amended by that certain letter agreement entitled, Lease Amendment, dated April 12, 2005 ("First Amendment");

WHEREAS, U.S. REIF/MJW Capitol Center Fee, LLC (predecessor in interest to Landlord) and Tenant entered into that certain Second Amendment to Lease dated October 26, 2010 ("Second Amendment") and a certain Third Amendment to lease dated May 27, 2015 ("Third Amendment"); (collectively, the "Lease") for the lease of approximately 2,524 square feet of rentable space in the Capitol Center, Suite 250, located at 1201 Main Street in the City of Columbia, Richland County, South Carolina (the "Premises"); and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to: (i) to modify the Term, (ii) to modify the Base Rent, and (iii) to provide for certain other matters more particularly set forth below.

NOW, THEREFORE, for and in consideration of the mutual promises and provisions contained in the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, agree as follows:

1. Lease Extension. The Term of the Lease is hereby extended for an additional three (3) years from June 1, 2018 to May 31, 2021 (the "Extension Period") and Subsection 4 of the Lease is amended to reflect such extension.

2. Base Rent. Subsection 5 (a) of the Lease is hereby supplemented with the following:

<u>Period</u>	<u>Rate Per Sq. Ft.</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
06/01/18-05/31/19	\$20.50	\$4,311.83	\$51,742.00
06/01/19-05/31/20	\$21.12	\$4,441.19	\$53,294.26
06/01/20-05/31/21	\$21.75	\$4,574.42	\$54,893.09

During the Fourth Extension Period, Tenant shall continue to pay Base Rent adjustments with respect to Operating Expenses and all other additional rent and other amounts payable under an in accordance with the Lease to Landlord.

3. Landlord Notice Address. Section 28 of the Lease is hereby amended to provide that all notices to Landlord shall be sent to Landlord at the following address:

c/o Capitol Center Management
 Attn: Property Manager, Capitol Center
 1201 Main Street, Suite 230
 Columbia, South Carolina 29201

4. Condition of Premises. During the Extension Period, Tenant shall continue to occupy the Premises in it "as is, where is, with all faults" condition, without any representation or agreement relating to the condition or improvement thereof having been made by Landlord.

5. Rules of Construction. No rules of construction against the drafter of this Fourth Amendment shall apply in any interpretation or enforcement of this Fourth Amendment. The parties hereto acknowledge and agree that they are sophisticated commercial entities and freely enter into this Fourth Amendment with the advice and consent of legal counsel of their choosing.

6. Tenant Representations. As of the date of this Fourth Amendment, Tenant represents and warrants to Landlord as follows: (i) all obligations of Landlord under the Lease have been performed, and no event has occurred and no condition exists that, with the giving of notice or lapse of time or both, would constitute a default by Landlord under the Lease, and (ii) Tenant has no existing defenses, offsets, counterclaims or deductions against Base Rent or any other amounts due from Tenant to Landlord pursuant to the Lease.

7. Brokers. Tenant warrants and represents that it has had no dealings with any broker in connection with the negotiation or execution of this Lease other than CBRE ("Landlord's Broker") represents Landlord's interests in connection with this transaction and shall be paid by Landlord for its services pursuant to a separate, written agreement fully executed by Landlord's Broker and Landlord prior to full execution of this Lease. Except as expressly provided above, Landlord will not be responsible for, and Tenant will indemnify, defend, and hold Landlord harmless from and against, any brokerage or leasing commission or finder's fee claimed by any party in connection with this Fourth Amendment.

8. Legal Effect. Except as specifically modified herein, all of the covenants, representations, terms, and conditions of the Lease remain in full force and effect and are hereby ratified by Landlord and Tenant.

9. Counterparts. This Fourth Amendment may be executed in two or more counterparts and shall be deemed to have become effective when and only when one or more of such counterparts shall have been signed by or on behalf of each of the parties hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument) and shall have been delivered by each of the parties to the other.

10. Defined Terms. All capitalized terms not otherwise specifically defined herein have the same meaning ascribed to them in the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed the foregoing Fourth Amendment effective as of the date of the last signature hereinbelow.

WITNESSES:

LANDLORD:

HAMILTON CAPITOL CENTER LLC, a Delaware limited liability company

By: _____

Name: Malkiel Svei

Its: Authorized Signatory

Date: _____

TENANT:

City of Columbia, a municipal corporation

By: _____

Name: Teresa B. Wilson

Its: City Manager

Date: _____

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Resolution No.: R-2018-046 - Authorizing the City Manager to execute a 911 Communications Center Consolidation Agreement Extension between the City of Columbia and Richland County

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Provide high quality municipal services

ATTACHMENTS:

- **#a:** R-2018-046 911 Communications Center Extension Agreement (PDF)

RESOLUTION NO.: R-2018-046

Authorizing the City Manager to execute a 911 Communications Center Consolidation Agreement Extension between the City of Columbia and Richland County

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2018, that the City Manager is hereby authorized to execute the attached 911 Communications Center Consolidation Agreement Extension, or on a form to be approved by the City Attorney, between the City of Columbia and Richland County for the continued operation of the 911 Communications Center through June 30, 2019.

Requested by:

City Manager _____

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

911 COMMUNICATIONS CENTER
 CONSOLIDATION AGREEMENT EXTENSION

WHEREAS, the City of Columbia ("City") and Richland County ("County") entered into the 911 Communications Center Consolidation Agreement ("911 Agreement"), dated July 1, 2010; and

WHEREAS, the City and the County extended the 911 Agreement by execution of 911 Communications Center Consolidation Agreement Extension, dated June 27, 2017, and which will expire on June 30, 2018; and

WHEREAS, the City and County desire to extend the 911 Agreement for an additional one (1) year term commencing July 1, 2018, and ending on June 30, 2019;

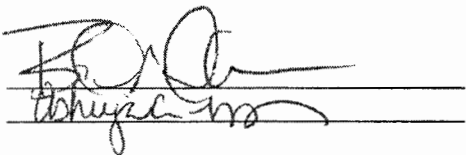
NOW, THEREFORE, in consideration of the mutual undertakings and terms contained herein, the City and County agree as follows:

1. Subject to and contingent upon approval and authorization by the parties' respective legislative bodies by legislative enactment, the term of the 911 Agreement, which is attached hereto and incorporated herein by reference thereto shall be extended for an additional one (1) year period from July 1, 2018, to June 30, 2019, during which time Richland County will use its best efforts to establish a County-operated 911 Communication Center, of which the City of Columbia may have an option to participate in the usage.
2. Richland County may terminate the contract with 120 days' notice to the City of Columbia.

Except as modified herein and extended hereby, the 911 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this 911 Communications Center Consolidation Agreement Extension this _____ day of _____, 2018.

WITNESS:



RICHLAND COUNTY, SOUTH CAROLINA

BY: 

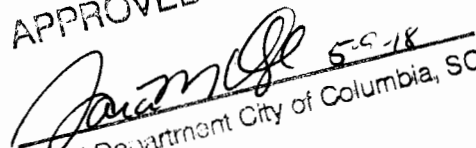
ITS: _____

Sandra Yudice, Ph.D
 Assistant County
 Administrator

CITY OF COLUMBIA, SOUTH CAROLINA

BY: _____

ITS: _____

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

Richland County Attorney's Office

Approved As To LEGAL Form Only.
 No Opinion Rendered As To Content.



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

July 28, 2017

Ms. Teresa Wilson, City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

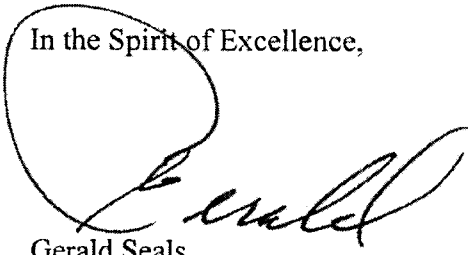
Dear Ms. Wilson,

As you may know, during its June 27, 2017 special called meeting, Richland County Council voted in favor of a one year extension of the 911 Service Agreement between the County and the City of Columbia.

The purpose of this correspondence is to facilitate the execution of the aforementioned agreement. The enclosed agreement has been approved to form by the County's Legal staff and has been signed by me. The agreement is being provided as a request for your signature and execution. I understand that this agreement may need to be approved by the City Council prior to being executed. Thus, the County will defer to the City's approval process for the execution of this agreement.

Please do not hesitate to contact me with any questions or concerns relative to this matter.

In the Spirit of Excellence,



Gerald Seals
Richland County Administrator

Enclosure: 911 Communications Center Consolidation Agreement Extension

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

911 COMMUNICATIONS CENTER
 CONSOLIDATION AGREEMENT EXTENSION

WHEREAS, the City of Columbia ("City") and Richland County ("County") entered into the 911 Communications Center Consolidation Agreement ("911 Agreement"), dated July 1, 2010; and

WHEREAS, the City and the County extended the 911 Agreement by execution of 911 Communications Center Consolidation Agreement Extension, dated March 1, 2016, and which will expire on June 30, 2017; and

WHEREAS, the City and County desire to extend the 911 Agreement for an additional one (1) year term commencing July 1, 2017, and ending on June 30, 2018;

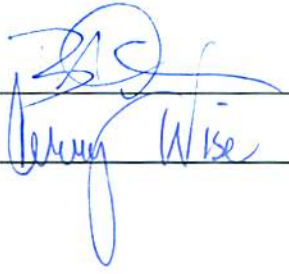
NOW, THEREFORE, in consideration of the mutual undertakings and terms contained herein, the City and County agree as follows:

1. Subject to and contingent upon approval and authorization by the parties' respective legislative bodies by legislative enactment, the term of the 911 Agreement, which is attached hereto and incorporated herein by reference thereto shall be extended for an additional one (1) year period from July 1, 2017, to June 30, 2018, during which time Richland County will use its best efforts to establish a County-operated 911 Communication Center, of which the City of Columbia may have an option to participate in the usage.
2. Richland County may terminate the contract with 120 days' notice to the City of Columbia.

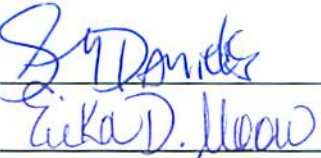
Except as modified herein and extended hereby, the 911 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this 911 Communications Center Consolidation Agreement Extension this 29 day of June, 2017.

WITNESS:



 Henry Wise



 Rick D. Heaw

RICHLAND COUNTY, SOUTH CAROLINA

BY:


 GERALD SEALS

ITS: COUNTY ADMINISTRATOR

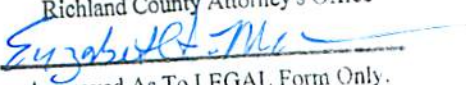
CITY OF COLUMBIA, SOUTH CAROLINA

BY:


 TERESA B. WILSON

ITS: CITY MANAGER

Richland County Attorney's Office


 Approved As To LEGAL Form Only.

No Opinion Rendered As To Content.

APPROVED AS TO FORM

 8/16/17
 Legal Department City



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-022 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Project Reign, 1087 and 1115 Shop Road – TMS # R11210-01-13 and R11210-01-01)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2018-022 Reign Living student housing project Shop Road (PDF)

ORDINANCE NO.: 2018-022

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(Project Reign, 1087 and 1115 Shop Road – TMS # R11210-01-13 and R11210-01-01)*

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, a student housing developer, Reign Living, LLC, and its affiliates (collectively, "Developer") are planning a privately-owned student housing development known as Project Reign ("Development") on property located in the City, as more particularly described on Exhibit A ("Property," together with the Development, "Project"); and,

WHEREAS, to make the Project competitive with the university-owned student housing developments in the County, representatives of the Developer and the City approached the County seeking certain property tax incentives for the Project; and,

WHEREAS, the County has agreed to offer an infrastructure credit to reduce the property taxes due on the Project ("Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act") and an infrastructure credit agreement between the County and the Developer ("Credit Agreement"); and,

WHEREAS, to grant the Developer the full value of the Credit, the County desires to locate the Project in the multi-county industrial park ("Park") the County has jointly developed with Fairfield County, South Carolina ("Fairfield"), pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("Park Act"); and,

WHEREAS, pursuant to the Park Act and the agreement between the County and Fairfield which governs the operation of the Park ("Park Agreement"), following application of the Credit and distribution of the net fees in lieu of taxes ("FILOT") generated from the Project to Fairfield, the FILOT payment will be distributed on a pro-rata basis to the taxing entities in the County that, at the time the Project is included in the Park, are eligible to levy tax millage on the Project; and,

WHEREAS, pursuant to the Park Act, because the Project is located within the City's geographical borders, the City must consent to the inclusion of the Project within the boundaries of the Park; and

WHEREAS, the Project is anticipated to meet the criteria set forth in Resolution No.: R-2014-024, as amended by Resolution No.: 2014-045, and it is appropriate to consent to including the Project in the Park; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2018, that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

1. The County's approval, execution and delivery of the Credit Agreement with the Developer related to the Project; and,

2. Collectively, the Park Agreement and Credit Agreement will provide that (a) the owner of the Property will pay a FILOT with respect to the Project during the term of the Credit Agreement; (b) the annual FILOT payment due with respect to the Project will be subject to reduction by the Credit, which is equal to a maximum of 33% of the FILOT due with respect to the Project, for a period of 10 consecutive years, beginning with the first full year for which the Developer owes a FILOT payment with respect to the Project; (c) the City will be entitled to receive the portion of the net FILOT payment; and (d) the Project will be deemed removed from the Park on the expiration or earlier termination of the Credit Agreement.

3. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

4. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**ORDINANCE NO.: 2018-022
EXHIBIT A
PROPERTY DESCRIPTION**

COLONIAL II, PARCEL A

ALL that certain piece, parcel or tract of land, with the improvements thereon, situate, lying and being on the southwest side of Shop Road near the southern limits of the City of Columbia, in the County of Richland, State of South Carolina, containing 7.31 acres, being designated as Parcel "A", as shown on a plat of Property Surveyed for William M. Gregg, II made by B.P. Barber & Associates, dated November 25, 1957, last revised November 23, 1988, and filed for record in the Office of the Register of Deeds for Richland County, South Carolina, in Plat Book 52 at Page 4211. Said tract of land containing the same buttings, boundings and dimensions as shown on said plat.

BEGINNING at a concrete monument on the southwest side of Shop Road, distant 570.4 feet in a southeast direction from the southeast corner of said Shop Road and Stadium Road; thence along said Shop Road S46°06'E for a distance of 711.97 feet to an iron, said iron being the Point of Beginning of this Parcel "A"; thence continuing along Shop Road S45°05'E for a distance of 708.03 feet to a concrete monument; thence turning and running S44°55'W for a distance of 450.0 feet along land now or formerly of Morris to a concrete monument; thence turning and running N45°05'W for a distance of 708.03 feet along land now or formerly of State Record and now or formerly of Kahn to a concrete monument; thence turning and running N44°55'E for a distance of 450.0 feet along the line dividing this parcel from parcel "B" on said plat to an iron, said iron being the Point of Beginning of Parcel "A".

TMS #: R11210-01-01

COLONIAL I, PARCEL B:

All that certain piece, parcel or tract of land, with the improvements thereon, situate, lying and being on the southwest side of Shop Road near the southern limits of the City of Columbia, in the County of Richland, State of South Carolina, containing 6.95 acres, being designated as Parcel "B", as shown on a plat of Property Surveyed for William M. Gregg, II made by B.P. Barber & Associates, dated November 25, 1957, last revised November 23, 1988, and filed of record in the Register of Deeds for Richland County, South Carolina, in Plat Book 52 at page 4211. Said tract of land containing the same buttings, boundings and dimensions as shown on said plat.

LESS, HOWEVER, all that certain piece, parcel or tract of land, lying, situate and being in the County of Richland, Near the City of Columbia, in the state of South Carolina, designated as a portion of Tax Parcel Number 11210-01-13, and shown on a plat prepared for DINVCAL, INC. by United Design Services, Inc. dated October 31, 2006, and being more fully described as follows:

COMMENCING from the intersection of George Rogers Boulevard and Shop Road, then running along the Southwestern Right-of-Way of Shop Road in a southeasterly direction for 530' +/- to a

concrete monument, which is the point of beginning, thence continuing along said right-of-way of Shop road S45°10'29" E for 421.55' to an iron pin, thence turning and running along the remaining portion of Tax Parcel Number 11210-01-13 (Parcel B-1) now or formerly of Colonial Warehouse, LLC S44°50'30" W for 450.45' to an iron pin, thence turning and running along lands now or formerly of Seaboard Coastline Railroad N45°08'34" W for 135.65' to a concrete monument, thence turning and continuing along lands of the same N44°41'27"E for 15.33' to a concrete monument, thence turning and continuing along lands of the same along a curve to the right being subtended by chord bearing of N16°44'59"W and a chord distance of 325.42' have a radius of 349.1' to a concrete monument; thence turning and running along lands of the same N44°55'00"E for 279.95' to a concrete monument, which is the point of beginning. Said parcel contains 3.95 acres, 172,196 sq.ft.

TMS #: R11210-01-13

Said property is subject to all applicable covenants, conditions, restrictions, limitations, obligations and easements of record.

DERIVATION: This being the same property conveyed from Joseph M. Strickland, Master-in-Equity for Richland County to Charles E. Truluck and Douglas H. Truluck, as Co-Trustees of the Milton F. Truluck Testamentary Trust dated February 21, 2014 and recorded on March 12, 2014 in Book 1931, Page 3606 in the ROD Office for Richland County.

It is the intent of Grantor to convey to Grantee any and all property currently owned by it and known under the above TMS Number(s).



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Sec. 17-269 Drinking establishments

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Sec. 17-269 Drinking establishments (PDF)

Current text

Sec. 17-269. - Drinking establishments.

Drinking places in conformity with state law shall be permitted, subject to the following provisions:

- (1) *Spacing requirements.* Lots used as drinking places shall not be located closer than 400 feet to any other lot used as a drinking place and shall not be closer than 600 feet to any lot which contains a school or place of worship.
- (2) *Hours of operation.* The hours of operation shall be subject to approval by the board of zoning appeals when such establishment is located adjacent to a residential zone.
- (3) *Parking requirements.* Off-street parking requirements shall be 12 per each 1,000 square feet of gross floor area.
- (4) *Ingress and egress.* Adequate ingress and egress shall be provided.

(Code 1979, § 6-3091.11; Ord. No. 99-011, § 2, 4-21-99; Ord. No. 2000-024, § 3, 3-29-00)

Note— Formerly numbered as 17-256.



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

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

PURPOSE: First reading approval was given on April 17, 2018.

FINANCIAL IMPACT:

STRATEGIC GOALS: Foster a healthy quality of life

ATTACHMENTS:

- **#a:** 2018-001 amend Sec. 14-106 Hours of sale restricted for commercial establishments (on premises consumption) lr 592018 (PDF)

HISTORY:

04/17/18

Columbia City Council

APPROVED ON FIRST READING

Approved on first reading with the understanding that Council will be working with folks, especially April Lucas, to see if there is some tweaking that can be done between now and second reading to give them more comfort.

ORDINANCE NO.: 2018-001

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

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

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

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

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

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

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

Family Member means spouse, sibling or parent, and spouses or domestic partners thereof; grandparents and grandchildren, and spouses thereof; domestic partner and parents thereof, and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

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

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

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

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

Related person means any person with a personal or business relationship, including: family member; mortgagor/mortgagee; leaseholder/lessee; creditor/debtor; employer/employee; co-owner of the business by more than 20% of equity; or a person with a guaranteed share of proceeds or profits in the business.

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

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

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

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

1. A drinking establishment may seek exemption to subsection (1) (b) to operate after 2:00 a.m. until sunrise or the time the commercial establishment is required by state law to close, whichever may be the latest time on Mondays through Saturdays, upon application and proof of business policies or practices that comply with the following: by obtaining an extended hours operating permit issued by the Columbia Police Department upon a form approved for such use by the Chief of Police, or his designee.

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

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

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

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

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

6. Applications shall include a security plan to be approved by the Columbia Police Department and a fire safety plan to be approved by the Columbia Fire Department as conditions of issuance of the permit.

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

8. Extended hours operating permits are not transferable.

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

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

11. Applications will be denied to any applicant who is a related person to a previous permit or license holder whose city issued permit or license was suspended or revoked in the previous 60 months.

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

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

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

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

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

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

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

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

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

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

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

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

to leave the roofed, decked, café-style areas of the commercial drinking establishment or encroachment areas authorized by Columbia City Council. The commercial drinking establishment will establish policies and security resources to assure compliance.

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

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

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

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

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

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

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

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

a. For a second incident of the first two incidents during the permit year the commercial establishment shall employ security agency personnel on a ratio of one to per 100 occupancy based on the permitted load occupancy rounded up to the next 100 within 30 days of notice. Failure to provide the required security within 30 days of notice shall result in the immediate revocation of the exemption and permit, and the commercial establishment shall comply with subsection (1) for a period of 12 months before applying for another exemption and must be incident free during the 12-month period in order to apply.

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

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

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

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

(e) *Penalties; suspension or revocation.*

1. In addition to any administrative remedy available under this section, or any other remedy available under law, any violation of any requirement of this section is criminally enforceable in the municipal court as provided in Section 1-5 of the Code of Ordinances of the City of Columbia.
2. Extended hours operating permits are the property of the City of Columbia and shall immediately be surrendered to the Columbia Police Department upon revocation, cancellation or suspension.
3. If any application submitted under this section is incomplete or does not contain the requirements outlined, the permit shall not be issued until the application is complete and all requirements are met. Failure by the applicant to submit the required information or to correct the deficiency in sixty (60) days will result in denial of the application.
4. If three (3) or more administrative, criminal, or fire citations, or a combination of same, are made against the permit holder or any of its employees in a 30-day period, the extended hours operating permit shall be immediately suspended for a period of ninety (90) days. Two such suspensions within a twenty-four (24) month period will result in revocation/denial of any renewal application for a period of two (2) complete permit years.
5. If any application submitted under this section contains a misrepresentation, or a false or misleading statement, as may be determined by the Chief of Police, his designee, the permit shall be immediately revoked.
6. Any permit issued by this section may be revoked under Article II of Chapter 8 of the Code of Ordinances of the City of Columbia. Once revoked, no permit application under this section will be considered for two (2) complete permit years.
7. The Chief of Police, in his discretion, may suspend any permit issued under this section for a reasonable period of time, not to exceed fourteen (14) days, to investigate the facts and circumstances of any condition which is an immediate threat to health or safety of the public, the business patrons or employees.

(f) *Fees.*

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

Permit Application Fee	\$100.00
Initial Permit	\$2,500.00
Renewal of Permit with no citations for the previous permit year	\$1000.00
Renewal of permit with two or more administrative citations of laws or regulations pertaining to intoxicating liquors, beer, wine, ale or porter, or the taxation of same during the previous permit year	\$3,000.00
Renewal of permit with two or more criminal citations of laws or regulations pertaining to intoxicating liquors, beer, wine, ale or porter during the previous permit year	\$5,000.00
Renewal of permit if two or more citations of laws, ordinances or regulations regarding fire safety, including occupancy limits during the previous permit year	\$5,000.00
Renewal after having a 90 day suspension as provided in Section 14-106(e)4 during the permit year	\$10,000.00

(g) *Appeals.*

1. The permit holder may make a written demand to the city manager for a *de novo* review of any action taken under this ordinance. This review does not stay the action against permit, but a hearing will be scheduled with the city manager as soon as possible. The review must be received by the city manager before the time specified in the notice. The review may be faxed or emailed to the city manager. The written demand shall include an address and a contact number, either phone or facsimile, in order for the person to be informed of the hearing location, date and time. The city manager may amend or modify the action, or when appropriate under the facts presented, extend the time for compliance by the owner to such date as the city manager may determine. The decisions of the city manager are final, and shall be delivered in written form within ten days and mailed to the address provided.
2. Any appeal of the city manager's administrative decision is final and reviewable by the circuit court in the same procedure and manner as state licensing appeals under Section 1-23-380, et. seq. of the Code of Laws of South Carolina, as amended from time to time, incorporated herein by express reference.

(h) *Severability.*

The provisions of this Ordinance are severable, and, if any provision hereof shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision hereof.

This ordinance is effective as of _____.

Requested by:

Public Safety Committee

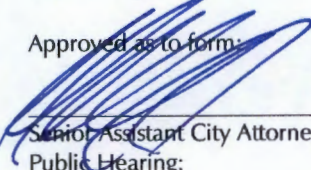
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Public Hearing:

Introduced:

Final Reading:

DRAFT



We Are Columbia

MEETING DATE: May 15, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Council is asked to refer the proposed Demolition Delay Ordinance to the Arts and Historic Preservation Committee for further review.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Demo Delay Report ED (PDF)



Demolition Delay Ordinance
ED Report, 04.26.17

Recent History

In December 2016 following the demolition of former Garriss Insurance Agency headquarters at 2300 Devine Street, Richard Burts called on City Council to take action on the long-discussed Demolition Delay Ordinance. Councilman Howard Duvall agreed to take this request to City Council for reference to the Arts & Historic Preservation subcommittee, which would work with staff to address the ordinance. City staff proposed amendments to City Code Article V. Historic Preservation and Architectural Review to address demolition delay.

Recommended Code Revision

Division 2, Preservation Standards for Landmarks and Design Protection Districts, Section 17-674, Review Process the addition of (f) *Delay of demolition* is as follows (note highlighted areas by RW):

(f) *Delay of demolition*. The delay of demolition is intended to limit or mitigate the detrimental effect on the city's existing character and heritage by postponing whole or partial demolition of architecturally or historically significant buildings, structures, objects or sites in the City Center that constitute or reflect the architectural, cultural, economic, political or social history of the city.

(1) An architecturally or historically significant building, structure, object, or site is defined as being fifty (50) years old or older and meeting at least one of the following criteria:

- a. Individually listed in or has been determined eligible for listing in the National Register of Historic Places.
- b. Contributes to a Historic District listed in the National Register of Historic Places.
- c. Importantly associated with one or more historic persons or events, or with the broad architectural, cultural, economic, or social history of the city.
- d. Architecturally or historically significant by itself or in the context of a group.

(2) The City shall not issue a permit for demolition, or any action considered demolition as defined below for any architecturally or historically significant building, structure, object, or site visible from the public right-of-way without prior review and approval by the design development review commission (DDRC) unless deemed "noncontributing" in accordance with subsection 17-655(a)(2) by City staff.

(3) In addition to complete demolition of a building, structure, object or site, the following actions are considered demolition for the purposes of this section and shall be subject to delay of demolition:

- a. Removal of a roof for the purpose of: raising the overall height of a roof; rebuilding the roof to a different shape or pitch; or adding another story to a building.
- b. Changing a building's interior or exterior to the point where exterior features (windows, doors, siding, etc.) will be altered or removed.
- c. The delay or withholding of maintenance on a building or structure in such a way as to cause or allow a significant loss of architectural integrity or structural stability.

(4) Age shall be established by the records maintained by the Richland County Assessor's Office or additional research. If age cannot be established by the records maintained by the Richland County Assessor's Office, the applicant for a demolition shall present other documentation to the city to establish date of construction. If the age is unknown, not indicated, or in dispute, it shall be assumed to be at least 50 years.

(5) Upon receipt of an application for a request for demolition or alteration that would result in partial demolition, the DDRC staff shall apply the criteria for review as set forth in subsection 17-674(e). If DDRC staff deems a property "noncontributing", a CDA for demolition may be written immediately.

(6) For applications requiring DDRC review, if the DDRC does not find the property architecturally or historically significant, a Certificate of Design Approval (CDA) shall be written to allow the demolition permit to be issued. Demolition may be conditional upon the detailed recordation of the subject property.

(7) Should the DDRC find the subject property to be potentially architecturally or historically significant, a delay of demolition of up to **one hundred eighty (180) days** may be imposed at their meeting to allow the applicant time to find viable alternatives to demolition.

(8) No permits for demolition, new construction or alterations shall be issued during the delay period. Permits for repairs may be issued including emergency stabilization repairs to a property whose structural integrity has been compromised. Approval for such repairs must be approved in writing by the DDRC or staff.

(9) In order to avoid or mitigate the anticipated effects of demolition, staff shall, in conjunction with the property owner, accommodate reasonable requests from any interested parties for information about or access to the building or structure for the purpose of evaluating alternatives to demolition. Due consideration shall be given to all possible alternatives to demolition, including but not limited to the preservation, restoration, rehabilitation, relocation or sale of the property.

(10) Failure to adequately maintain and protect the property during the application processing period and the delay of demolition period, if applicable, shall be considered demolition by neglect and shall not be considered a reason for granting demolition approval. No application for demolition shall be approved solely on the basis of a deteriorated condition.

(11) After the initial 180 day delay of demolition period has ended, the applicant must submit a report to the DDRC that details and verifies any efforts to secure viable alternatives to demolition including but not limited to the preservation, restoration, rehabilitation, relocation or sale of the property. If provided with insufficient or incomplete data, the DDRC may impose

up to an additional 180 day delay. Upon a complete submittal, the DDRC may either grant or deny the demolition request.

HC & Subcommittee Feedback

In February 2017, a group of staff and preservation committee members met to discuss staff recommendations and voiced the following concerns and observations:

- Geographic area covered by review (City Center) is too limited.
 - Could propose that review extends to major arteries into City Center (i.e. Millwood, Devine, Gervais, Two Notch, etc.)
- No indication of penalty for demolition without a permit.
- Should include notice posted of review at site as well as email communication with neighborhoods, community leaders.
- Should be criteria that indicates level of significance that aligns with number of delay days
- Should be leeway w/in guidelines to ok demolition of potentially historic/contributing buildings if opportunity to get a “good” project done.

City Staff Feedback

- **Re review area expansion:** We had 95 demolitions applied for over the last year, 85 of those were 50 years or older based on what the County has listed as the age (so would need to be checked/researched). It’s a huge number for current staff to handle on top of our other responsibilities.
- **Re fine for demo w/out permit:**
 - We are able to charge double permit fees as a penalty for those who don’t pull permits. We have one recent demolition that was started without a permit which is going to court but it will be up to the judge to issue a fine, if any (thus far, municipal judges have not been huge supporters of historic preservation although they’ve stuck with upholding DDRC decisions based upon correct motions, correct following of procedure, etc).
 - In some cities, unapproved demolition has been so rife that a ban on development for up to five years (? maybe more) has been instituted.

Potential HC Next Steps:

- Determine response to staff recommendations
- Develop presentation of demolished buildings to build case for council and public support
- Follow up with City Council to gage support
- Press for review by Arts & Historic Preservation Committee and full Council