COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MAY 1, 2018

The Columbia City Council will conduct an Executive Session at 5 p.m. and Meeting at 6 p.m. on Tuesday, May 1, 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.

CALL TO ORDER

EXECUTIVE SESSION AT 5:00 P.M.

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 MEETING AT 6:00 P.M.

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

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

CONSENT AGENDA ITEMS 3 THROUGH 13

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.

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.

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.

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.

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.

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 are no sub-consultants participation on this amendment.

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.

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. 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.

    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:

    InsituformTechnologies 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.

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.

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

PRESENTATIONS

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

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

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

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

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

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)

ORDINANCES - FIRST READING

19. 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.

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

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

APPEARANCE OF THE PUBLIC

We Are Columbia

MEETING DATE: **May 1, 2018**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

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

PURPOSE: **Frank J. Cumberland, Jr., Individually and as Class Representatives v. City of Columbia**
Amanda Creel Godfrey v. City of Columbia, et al.

FINANCIAL IMPACT:

We Are Columbia

MEETING DATE: **May 1, 2018**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

SUBJECT: **Council is asked to approve the March 20, 2018 City Council Meeting Minutes.**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MN_03_20_2018_D (PDF)

We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 20, 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 2:12 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 January 2018 Financial Report.

Mr. Jeff Palen, Acting City Manager/Chief Financial Officer reported that we are back on track with the reporting of financials. All of the funds look strong and show surplus balances except for the general fund, because a large chunk of revenues come in May and June.

Councilor Devine asked about healthcare claims.

Mr. Jeff Palen, Acting City Manager/Chief Financial Officer said we increased the current year's budget and we are within budget on healthcare costs.

CITY COUNCIL DISCUSSION

2. COMET Service Proposal - Mrs. Ann August, Interim Executive Director / The COMET

Mrs. Ann August, Interim Executive Director of The COMET explained that in November of last year, the board's finance committee charged staff with looking at all routes that had zero or few riders at certain hours during the day and night. The Service Standards Committee tasked the Finance Committee and staff with looking at how much money is coming in and how much

could be put aside. They voted to reduce the hours of service from 192,000 to 187,650, which is a 2% decrease. We are looking at the routes, the number of hours we are operating, and the number of people riding per hour during the morning, midday, and evening. In response to Ms. Devine, she acknowledged that public hearings have been conducted and the changes have not been approved by the board.

Councilor Davis expressed concerns about how these changes might affect riders working second shift.

Mrs. Ann August, Interim Executive Director of The COMET said the routes that are being decreased did not have ridership or the routes had less than seven riders per hour. The board looked at the amount of monies that we are receiving, the need for a reserve, the amount of hours we are operating, and where we do not have service. We are trying to expand services to the northeast and Harbison areas while cutting back on the routes without ridership.

Councilor Rickenmann asked what affect the Supreme Court and the Penny Sales Tax might have on the system.

Mrs. Ann August, Interim Executive Director of The COMET said the attorneys and the County are taking care of that. As far as I know, it will not affect the public transit system; it only affects the County.

Councilor McDowell asked if the Soda Cap is included in the reduction of hours.

Mrs. Ann August, Interim Executive Director of The COMET said the Soda Cap is included in the total hours of the whole system.

Mr. Samuel L. Scheib, Director of Planning and Development for The COMET explained that shifts are moving to twelve hours and we've been asked to provide earlier service. We are providing an earlier trip towards the Blythewood Industrial Park. It is called a reverse commute and we hope to bring people from Blythewood to Columbia. We are starting many routes earlier. All mainline routes with 30-minute service will go to hourly service in the evenings. We have a workforce ridership that peaks in the morning and afternoon and drops off after 7:00 p.m. People vote for when they need service by riding the bus. We don't have a lot of joy riders. He explained the methodology of the changes.

Councilor Devine inquired about the proposed changes for routes to and from the hospital.

Mr. Samuel L. Scheib, Director of Planning and Development for The COMET said we have added service to the Parkridge Hospital starting on May 7, 2018 as an express route. Palmetto Health Richland pays a substantial amount for the pass program, but they didn't ask for this. The Harbison area has the densest retail employment in the Midlands. This trip will take 25 minutes one-way and it is a tremendous benefit to our passengers and the hospital as well. We are going to serve every hospital. We had great hopes for Route 22 on Harden Street that has been running for three years. It crosses eleven other routes. Route 22 is being eliminated because the service is redundant, it has low ridership, and it costs $275,000 a year to operate. The Soda Cap is still in the pilot period.

Councilor Davis asked if they determined why the ridership isn't where we thought it might be.

Mrs. Ann August, Interim Executive Director of The COMET reiterated that Route 22 has been operating for three years and the ridership should have been up. No system would have kept this route for three years. If we don't put routes in other areas, we will not be able to initiate the penny [sales tax] again. We cannot hold on to routes that aren't being productive.

Councilor Devine said although there are proposed eliminations, people will be serviced in those areas by different routes. She asked how the Transit Authority is communicating with the communities and riders about this. You are going to hear concerns once this goes into effect.

Mrs. Ann August, Interim Executive Director of The COMET said we vet these ideas with the Midlands Transit Ridership Association before taking the ideas to the board. We've already made changes based on information received from the ridership association. Then the board votes for us to have public hearings and public meetings. We are in that phase now.

Ms. Tiffany James, Community Outreach Coordinator for The COMET said meetings are being held at the public libraries on North Main, in Eastover, at Sandhills, and on Assembly Street. One meeting is being held during the weekend. We report our modifications online and post them on Facebook and Twitter.

Mrs. Ann August, Interim Executive Director of The COMET said we distribute information on the buses and the MTRA is doing the same thing.

Councilor Devine asked if riders have expressed concerns about the changes impacting how they get to work or to doctor's appointments.

Mrs. Ann August, Interim Executive Director of the COMET said the biggest concern we heard is people having to change to different buses and familiarizing themselves with the bus number. A lot of people are pleased with it and a few are concerned about having to catch two buses instead of one. We've been meeting with South Carolina Works and they brought in the companies from Blythewood who are concerned about their employees getting to work.

Councilor McDowell asked about the Soda Cap's ridership.

Mrs. Ann August, Interim Executive Director of the COMET said the Soda Cap is free and people may have shifted from the bus on Harden Street to the Soda Cap.

Ms. Tiffany James, Community Outreach Coordinator for The COMET said a survey on the Soda Cap connector found that people want it to run later. We are changing the hours.

Mr. Samuel L. Scheib, Director of Planning and Development for the COMET added that the Soda Cap connector will run from 11:00 a.m. to 3:00 p.m. and 5:00 p.m. to 9:00 p.m.

Mrs. Ann August, Interim Executive Director of The COMET said this was a result of our meetings with the districts (Five Points, Vista, and North Main) it serves.

Councilor Devine asked Mrs. August to reach out to the school district to make sure they understand the changes. This Council was the biggest advocate for passing the penny [sales tax] and we did the franchise fee to keep the buses going. We need to be aware of changes before they get into the public domain. You always have an open invitation to come and talk with us. That will help us share the right message.

Councilor Davis said we are steadily approaching the goals for getting people to work, but it looks like joy riders aren't there yet.

Mrs. Ann August, Interim Executive Director of the COMET said we are working on that along with getting people to the games. Bull Street wants to be included in the Soda Cap and we are looking at everything we can to bring more people into the fold. We have to get past our mainstay, which is expanding our general ridership into other areas. We have to build confidence in the transit system.

Mr. Samuel L. Scheib, Director of Planning and Development for The COMET noted that the COMET had 1.3 million boardings in 2013 and we are on track to hit 2.6 million boardings in another month. The ridership has doubled in a few short years.

Mrs. Ann August, Interim Executive Director of The COMET said we were approved for a grant from the Federal Transit Administration and we are in the process of issuing a Request for Proposals for automatic passenger counters. We will be able to report the number of passengers that board at each stop every month.

Councilor Davis asked about the proposed locations for shelters. I have a proposed location where the City has an easement.

Mr. Samuel L. Scheib, Director of Planning and Development for The COMET said we have a goal of 165 shelters. We've installed 13 over four years, because it's hard to get a place to put them. SCDOT supports a location if there is enough right-of-way and if there isn't a sight distance problem. There aren't many locations that exist.

Councilor Duvall asked if SCDOT still insists on one shelter per location.

Mr. Samuel L. Scheib, Director of Planning and Development for The COMET said they waived that. We are installing a 30' shelter at the Walmart on Forest Drive.

Mayor Benjamin said you all are doing a fantastic job in helping to bring some order, communication, and transparency. Thank you for your leadership.

3. Meal Share Program Update - Mr. Randy Davis, Director of Parks and Recreation and Ms. Jennifer Moore, Senior Director, Financial Stability Council for the United Way of the Midlands

Mr. Randy Davis, Director of Parks and Recreation provided an update on the coordination of food and the distribution of supplies with the United Way in collaboration with the Midlands Meal Share Collaborative.

Ms. Jennifer Moore, Senior Director/Financial Stability Council for the United Way of the Midlands recalled that the United Way partnered with the City in 2015 to provide regional coordination of homeless services. The Midlands Meal Share Collaborative has 51 partners including neighborhood leaders, meal share providers, the Columbia Parks and Recreation Department, and the Columbia Police Department. We have a diverse steering committee that serves as the leadership group. The collaborative meets quarterly and we visit the meal share providers. She presented an outline of indoor and outdoor meal share events each day. The meal share covenant includes voluntary standards for meal share providers and it has been signed by 19 partners. We provide orientation for providers seeking a permit and they are required to sign

the meal share covenant. We have combined meals and synchronized the times. At the end of April, we will designate specific blocks of times for breakfast, lunch, and dinner. One provider will have the lead permit for each meal block and up to three organizations can partner with them. We've been successful in linking the distribution of supplies with meal share providers. We conduct a pop-up report to track and engage non-permitted meal providers. We identified eleven non-permitted meal providers: three joined with other organizations; one applied for a permit; and the others were not responsive. This could lead to an enforcement issue. The next meeting will be held in April. We will implement the revised Meal Share permit process and spread the word about the meals that are out there. We must determine if there is a need to diversify the geographic locations, identify additional private locations for meals with restroom access, and determine if there are needs outside the core of the City. The Parks and Recreation staff has been wonderful and Karina Henry, Homeless Services Coordinator for United Way does an amazing job. The meal share providers are an amazing group of people who want to share meals with people and it has been an honor to work with them.

4. Fiscal Year 2018 /2019 Revenue Projections - Ms. Melisa Caughman, Budget and Program Management Director

Ms. Melisa Caughman, Budget and Program Management Director said we are focusing on the general fund, hospitality tax, and accommodations tax revenues. Our budget consists of Envision Columbia, City Council priorities, Priority Based Budgeting, department and capital requests, and our required costs. Today we will discuss the available resources. The general fund revenues and transfers-in are forecasted at $144 million. This is a net increase of $1.4 million. These are preliminary numbers. We are reflecting $8 million in use of proceeds from the capital lease. In the current year's budget we only used $4 million. We are not reflecting the use of fund balance at this point. She reported that business license fees are due on April 17, 2018 and we will continue to evaluate our property tax collections. The State has decreased the local government fund by $1.4 million. They are proposing to make the credit on the retirement side, but it doesn't cover the increase in retirement system rates. If there is available fund balance we will need to determine how much to use. We will continue to discuss the possibility of new revenue streams at future meetings. In fiscal year 2016 there was an increase in accessed values, but not in the next year. The hospitality tax revenues are projected at $12 million for 2017/2018, which is a $677,000 increase over the current year's budget and 5% over prior year actuals. We've seen a 20% increase in restaurants obtaining business licenses over this past year. Staff hasn't made any recommendations in regards to allocations. The budget assumes that everyone will stay flat, but that can change based on Council's input on the committee's allocation, line item agencies, and Council's allocations.

Councilor Duvall asked to discuss the hospitality tax procedures on April 24, 2017.

Ms. Melisa Caughman, Budget and Program Management Director said we are projecting accommodations tax revenues at $2.6 million, which is an increase of $459,000 or 17% over the current year's budget and 4% over prior year actuals. The first $25,000 comes to the general fund; 95% goes towards tourism promotions and marketing; and 5% is used for general purposes. We historically use the 5% for half of One Columbia's funding and Together We Can Read.

Councilor Devine suggested that Council consider what our participation will be in the expansion of the Convention Center before we start siphoning money.

Mr. Jeff Palen, Acting City Manager/Chief Financial Officer said this is the State accommodations tax; however, we send the local accommodations tax to the Convention Center each month. That would help us obtain that goal.

Councilor Duvall said the local accommodations tax is going to increase by 17% also.

Mr. Jeff Palen, Acting City Manager/Chief Financial Officer explained that even though that grows within the IGA, the Convention Center has certain pots of money that are filled in addition to debt service. Those posts of money have certain growth factors. They need that growth to meet their budget. That doesn't mean that we can't talk with them to determine what can fit in the budget and look at the growth to issue bonds for expansion.

Mayor Benjamin said they are meeting with various government bodies to explain what the goal of expansion is. The overall financials are healthy. Jeff and the public financing team are going to meet to look at all of the financing options for the expansion. We need a report from you all as to what the landscape looks like.

Ms. Melisa Caughman, Budget and Program Management Director added that the local options sales tax is a higher collection than this source and the majority of the $2.6 million already goes to Experience Columbia.

Councilor Devine said I don't want to take what they are getting to grow. If there is a projected growth that isn't already designated to them we should start thinking about setting that aside.

Ms. Melisa Caughman, Budget and Program Management Director explained that the local accommodations tax has the Tourism-Expenditure Review Committee (TERC) requirements. This does not accumulate a fund balance; the fund balance goes back to the two agencies that receive these funds already. She reviewed the upcoming budget schedule. The budget public hearing, first reading, and the budget open house will be held on Tuesday, June 5, 2018.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to enter into Executive Session at 3:42 p.m. for the discussion of **Items 5** through **7**, as amended to add the discussion of Dreher High School and City policies to Item 7. Ms. Devine abstained from the discussion of Dreher due to a potential conflict of interest.

5. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)
   - *Lower Richland Sewer Agreement*
   - *Carolina Water Service - Friarsgate*
   - *Office Lease - Main Street*
   - *Flood Recovery Property Acquisition*

6. Receipt of legal advice relating to a pending, threatened or potential claim – S.C. Code §30-4-70(a)(2)
   - *Frank J. Cumberland, Jr., Individually and as Class Representatives v. City of Columbia*
   - *Ownership and Maintenance of Stormwater Infrastructure*
   - *Abdinasir Yahye v. City of Columbia, et al.*

7. Receipt of legal advice which relates to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
   - *Freedom of Information Act Request*
   - *Potential Declaratory Judgment Action*

Council adjourned the Executive Session at 5:35 p.m.

We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 20, 2018

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council met for a Work Session on Tuesday, March 20, 2018 at City Hal, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:09 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.

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Davis and seconded by Mr. Rickenmann Council voted unanimously to adopt the agenda as presented.

Mayor Benjamin said this is a week in which a number of students across the country are coming together to talk about youth violence and gun violence. He presented a video of the Student Pledge Against Gun Violence featuring Eau Claire High School students. We will be encouraging a number of students to sign this pledge on Saturday when a number of them will be on Main Street. We are encouraging every school in the City to do the same. I wanted to highlight the good work being done at Eau Claire High School.

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 20, 2018

APPROVAL OF MINUTES

8. Council is asked to approve the January 16, 2018 Meeting Minutes. - *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Mr. McDowell, Council voted unanimously to approve the January 16, 2018 Meeting Minutes.

CONSENT AGENDA ITEMS

Mr. Clint Shealy, Assistant City Manager for Columbia Water said on the heels of the storm water fee increase, we are excited to be hiring a program manager to help us implement the capital improvements. Item 16 is the award of the first year of that contract. They will be providing a lot of services that our citizens will recognize.

Upon a single motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve the **Consent Agenda Items 9** through **23**.

9. Council is asked to approve the Purchase of Exterior Video Surveillance Services for City Hall, as requested by the Support Services Division. Award to Schneider Electric, using the National Intergovernmental Purchasing Alliance Contract in the amount of $64,349.64. This vendor is located in Carrollton, TX. *Funding Source: General Capital Projects-City Facility Security Systems- Capital Project Costs; 4039999- CP106502-658650. The original budgeted amount is $64,349.64. - Approved*

10. Council is asked to approve the Purchase of Gas Masks and Accessories, as requested by the Police Department. Award to All Safe Industries, using the General Services Administration Contract in the amount of $80,326.82. This firm is located in Louisville, KY. *Funding Source: Police Administrative Services-Special Departmental Supplies; 1012402-627100. The original budgeted amount is $80,326.82. - Approved*

11. Council is asked to approve the Purchase of Lighting and Fencing for three (3) fields at Earlewood Park, as requested by the Parks and Recreation Department. Award to MUSCO Sports Lighting, using the National Joint Powers Alliance Contract in the amount of $319,387.00. This vendor is located in Oskaloosa, IA. *Funding Source: Parks Buildings & Grounds- Capital Project Costs; 1015104-658650. The original budgeted amount is $319,387.00. - Approved*

We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 20, 2018

12. Council is asked to rescind the Purchase of two (2) Side Loader Refuse Trucks from Carolina Environmental Systems, Inc. using the National Joint Powers Alliance Contract in the amount of $528,800.00, as approved on March 6, 2018. *Funding Source: Capital Replacement-Auto, Trucks, Heavy-Equipment Capital; 6308972-658500. The original budgeted amount is $537,743.00. - Approved*

13. Council is asked to approve the Purchase of two (2) Side Loader Refuse Trucks, as requested by the Fleet Services Division. Award to Peterbilt of Charlotte using the National Joint Powers Alliance Contract in the amount of $500,032.00. This vendor is located in Charlotte, NC. *Funding Source: Capital Replacement-Auto, Trucks, Heavy-Equipment Capital; 6308972-658500*. The original budgeted amount is $537,743.00. - *This is a replacement for Item 13(Action Item #4129). This purchase was approved on March 6, 2018 and a purchase order was issued on March 9, 2018. It was determined that the incorrect vendor was awarded. The vendor was informed of the error and the attached cancellation notice was sent. We are asking Council to approve the same trucks as specified in Item 13. The vendor has changed and the requested amount has decreased. - Approved*

14. Council is asked to approve Change Order #2 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 $151,002.50. 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 $151,002.50. - Approved*

15. Council is asked to approve a Contract for Environmental Services for the Community Development Block Grant - Disaster Recovery Housing Rehabilitation and Infrastructure Programs, as requested by the Community Development Department. Award to ESP Associates, P.A. of Columbia, SC in an amount not to exceed $668,776.00. *Funding Source: Community Development Block Grant – Disaster Recovery - Approved*

16. Council is asked to approve a Program Management Services Agreement for the Stormwater Improvement Program, as requested by Columbia Water. Award to Woolpert, Inc., in an amount not to exceed $1,015,115.00 for year one. This firm is located in Columbia, SC. *Funding Source: 5549999-SD845001-658650. The original budgeted amount is a total of $3,000,000.00 for the three-year agreement. - Approved*

The following sub-consultants will provide additional services:

Chao & Associates, a Minority Business Enterprise (M) of Columbia, SC will provide engineering, inventory and mapping, easement, construction management services at $166,242.00 (16%) of the contract value.

PJ Noble & Associates, a Minority Business Enterprise (W) of Columbia, SC will provide public meetings and outreach services at $76,406.00 (8%) of the contract value.

4D Engineering, a Minority Business Enterprise (W) of Lexington, SC will provide site design and construction management services at $182,085.00 (18%) of the contract value.

HDR, Incorporated of Columbia, SC will provide public outreach, easement, LID/GIS design and evaluation, public-private partnerships services at $93,660.00 (9%) of the contract value.

WE3 Consultants, LLC, a Small Business Enterprise of Saluda, SC will provide public-private partnership public meetings and outreach services at $3,900.00 (1%) of the contract value.

17. Ordinance No.: 2017-086 - A Third Supplemental Ordinance Providing for the Issuance and Sale of City of Columbia, South Carolina Parking Facilities Refunding Revenue Bonds, in one or more series, in the Principal Amount of not Exceeding $45,000,000; Delegating the Authority to the Mayor, City Manager and 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 October 17, 2017. - Approved on second reading.*

18. Ordinance No.: 2018-004 - Authorizing the City Manager to execute an Eleventh Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/-acres (Capital City Stadium), Richland County TMS #11204-02-02 - *First reading approval was given on March 6, 2018. - Approved on second reading.*

19. Resolution No.: R-2018-005 - Authorizing consumption of beer and wine only at the Jam Room Music Festival in the 1400 block of Main Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza and Boyd Plaza on September 29, 2018 - *Approved*

We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 20, 2018

20. Resolution No.: R-2018-010 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for a Gala Fundraiser on Saturday, April 21, 2018 - *Approved*

21. Resolution No.: R-2018-013 - Authorizing consumption of beer and wine only at the Hopkins Breast Cancer Survivor Block Party in the 1900 block of McAlister Street on Saturday, June 16, 2018 with a rain contingency date of Saturday, June 23, 2018 - *Approved*

22. Resolution No.: R-2018-020 - Authorizing consumption of beer and wine only at the Rocky Shoals Spider Lily Happy Hours in the Amphitheater Area of the Riverfront Park on Tuesdays May 1, 8, 15, 22 and 29, 2018 - *Approved*

23. Resolution No.: R-2018-021 - Authorizing consumption of beer and wine only at Soda City Yard Sale Market on Saturday, April 28, 2018 with a rain contingency of May 5, 2018 - *Approved*

PRESENTATIONS

24. February 2018 Employee of the Month - Mr. Robert Anderson, Director of Public Works

Mr. Dave Brewer, Traffic Engineer introduced Mr. Byron Jasper, Senior Electrician for the Traffic Engineering Division as the February 2018 Employee of the Month. Mr. Jasper has been employed with the City since November 2000. He always arrives at work early. He pursues excellence in his job duties and he has earned a master electrician license. He is also a veteran of the South Carolina National Guard and he served in Afghanistan where he earned a Commendation Medal. He can always be depended on.

Mayor Benjamin presented Mr. Byron Jasper with a plaque and Mr. Jeff Palen, Acting City Manager/Chief Financial Officer presented him with a token of appreciation for being selected as the February 2018 City of Columbia Employee of the Month.

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 20, 2018

25. Columbia Firefighter Appreciation Month Proclamation - The Honorable Mayor Stephen K. Benjamin

The Columbia City Council proclaimed March 2018 as Firefighter Appreciation Month in the City of Columbia.

Mr. Aubrey Jenkins, Columbia Fire Chief announced that the Columbia Fire Department is on the cusp of collecting $3 million. We collected $130,000 last year. It is a good cause and the firefighters look forward to it each year.

Mr. Robert Watts, Executive Director of the Muscular Dystrophy Association of the Midlands said we are very fortunate to live in a community where we are kept safe by such fine firefighters who go above and beyond to make the community a better place to live. Over one million people live with Muscular Dystrophy in the United States and 40% of them are under age 18. He introduced Stacey, Brad, and Gresham Beverly. The Columbia Fill the Boot Drive is in the top 15 in America and fourth in the Southeast.

Mrs. Stacey Beverly said their 7-year old son Gresham was diagnosed with a rare form of Muscular Dystrophy at 20-months old. Gresham attends public school and he participates in karate, piano, and activities at church. He is a cub scout and he played T-ball in the Miracle League. He even attended camp last year.

Master Gresham Beverly said we all have something different inside us and we all have a talent. Camp was like a whole world of our own kind getting to do fun things that other kids get to do like archery, canoeing, sleeping in cabins, and rock climbing. Thank you for my support.

The members of City Council and the audience filled the boot in support of Muscular Dystrophy.

26. Earth Hour Proclamation - The Honorable Mayor Stephen K. Benjamin

The Columbia City Council proclaimed Saturday, March 24, 2018 from 8:30 p.m. until 9:30 p.m. as Earth Hour in the City of Columbia.

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 20, 2018

27. Age-Friendly City Designation - Ms. Liz Norris, AARP South Carolina Past President and Ms. Lisa Marie Field, Chair of the AARP Age Friendly City Advisory Council

Ms. Liz Norris, AARP South Carolina Past President appeared with Ms. Lisa Marie Field, Chair of the AARP Age Friendly City Advisory Council and Ms. Ann August, Interim Executive Director of The COMET / Age Friendly City and Livable Community Advisory Council. She announced that we are the first city in South Carolina to seek the Age-Friendly Community designation. She presented the Mayor and members of City Council with a proclamation certifying that the City of Columbia, South Carolina is committed to becoming more age-friendly under the criteria established by AARP and the World Health Organization. We have been accepted as a member of this network and we will spend the next two years working to be seen as a City that is age-friendly.

28. Birthright Update - Mr. Hank Chardos, Executive Director and Co-Founder of Birthright

Mr. Hank Chardos, Executive Director and Co-Founder of Birthright Columbia said he and his wife formed the Columbia chapter of Birthright 38-years ago. He announced that Birthright will have a baby shower hosted by USC's nursing students on April 15, 2018. He read a 2017 letter from the Mayor's Office into the record. He noted that the Square Roots BIRTH 40™ program never came to Columbia. He sought Council's support in implementing programs that will improve maternal and infant health in our city.

RESOLUTIONS

29. Resolution No.: R-2018-022 - Supporting the Elimination of all forms of Discrimination and Violence Against Women and Girls, Prompting the Health and Safety of Women and Girls, and supporting their Being Afforded Equal Academic, Economic, Social, Cultural and Business Opportunities in the City of Columbia; Expressing Support for Individual Cities Passing Resolutions and Ordinances to Implement the Principles of the Elimination of all Forms of Discrimination against Women at the Local Level - *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2018-022 - Supporting the Elimination of all forms of Discrimination and Violence Against Women and Girls, Prompting the Health and Safety of Women and Girls, and supporting their Being Afforded Equal Academic, Economic, Social, Cultural and Business Opportunities in the City of Columbia; Expressing Support for Individual Cities Passing Resolutions and Ordinances to Implement the Principles of the Elimination of all Forms of Discrimination against Women at the Local Level.

We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 20, 2018

30. Resolution No.: R-2018-026 - Approving the honorary naming of the 600, 700, 800, 900, and 1000 blocks of King Street between Millwood Avenue and Blossom Street "Judge Mildred McDuffie Way" – *Approved as amended.*

Upon a motion made by Ms. Devine and seconded by Mr. Rickenmann, Council voted unanimously to approve Resolution No.: R-2018-026 - Approving the honorary naming of the 600, 700, 800, 900, and 1000 blocks of King Street between Millwood Avenue and Blossom Street "Judge Mildred McDuffie Way", as amended to rename the 900, 1000, and 1100 blocks of King Street between Millwood Avenue and Preston Street "Judge Mildred W. McDuffie Way".

Councilor Devine said Judge McDuffie is a staunch supporter of the City of Columbia and the State of South Carolina. She has served as a magistrate and chair of CEZ, Inc. She has fought for equity throughout our City and she is an amazing woman.

31. Resolution No.: R-2018-024 A Resolution Authorizing the issuance and sale of a not exceeding $3,125,000 General Obligation Bond Anticipation Note, Series 2018A, or such other appropriate series designation, of City of Columbia, South Carolina; fixing the form and details of the 2018A Note; Authorizing the Mayor, the City Manager, and the Assistant City Manager for Finance and Economic Development Services, or any two of them acting together to prescribe certain matters relating to the 2018A Note; providing for the payment of the 2018A Note and Disposition of the Proceeds thereof; and other matters relating thereto - *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2018-024 A Resolution Authorizing the issuance and sale of a not exceeding $3,125,000 General Obligation Bond Anticipation Note, Series 2018A, or such other appropriate series designation, of City of Columbia, South Carolina; fixing the form and details of the 2018A Note; Authorizing the Mayor, the City Manager, and the Assistant City Manager for Finance and Economic Development Services, or any two of them acting together to prescribe certain matters relating to the 2018A Note; providing for the payment of the 2018A Note and Disposition of the Proceeds thereof; and other matters relating thereto.

We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 20, 2018

ORDINANCES - FIRST READING

32. 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 – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to 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.

33. 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 – *Approved on first reading.*

Upon a motion made by Mr. Rickenmann and seconded by Ms. Devine, Council voted unanimously to give first reading approval to 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.

34. 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 – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to 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.

We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 20, 2018

OTHER MATTERS

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

Ms. Sarah Greytak appeared with Ms. Breanne Grace and Rachel Edwards who are residents of Waccamaw Avenue to request the installation of speed bumps. A study showed cars were going as fast as 60 mph down our street and 30 to 40 mph while kids were walking to and from school. The speed limit is 25. The majority of the residents on Waccamaw Avenue signed a petition in support of this. The neighborhood wants to keep discussing this at meetings, but we'd like it to be considered. We didn't have this problem until speed bumps were placed on the street behind us.

Mr. David Brewer, Traffic Engineer said we conducted a study and it showed speeding on the road. We thought the neighborhood supported it. This is a City-owned road.

Councilor Duvall said he would like to defer this until next month.

Councilor Devine said she has heard from the residents of Waccamaw Avenue and the association doesn't meet on a regular basis.

Ms. Sarah Greytak said the neighborhood association meets once a year.

Upon a motion made by Ms. Devine and seconded by Mr. Rickenmann, Council voted five (5) to one (1) to approve the installation of four (4) Speed Humps on Waccamaw Avenue, as requested by the Public Works Department. Voting aye were Mr. Rickenmann, Mr. McDowell, Ms. Devine, Mr. Davis, and Mayor Benjamin. Mr. Duvall voted nay.

Council recessed at 6:56 p.m.

Council reconvened at 7:03 p.m.

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

Council opened the Zoning Public Hearing at 7:04 p.m.

We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 20, 2018

36. ZONING MAP AMENDMENT - 1908 Blossom Street, TMS# 11308-11-07 and 11308-11-03 – *Consideration of this item was deferred.*

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, and 1 abstention)

37. ZONING MAP AMENDMENT - 3319 Millwood Avenue, TMS# 13804-03-09 – *Approved on first reading.*

Council District: 3 & 4

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

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

Staff Recommendation: Approval

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

Ms. Krista Hampton, Planning and Development Services Director explained that this is a request to rezone the Dreher High School parcel from PUD-C to RS-2.

Mayor Benjamin said we have six pages of people who want to speak on this. Everyone will be afforded the opportunity to speak at this public hearing. It was the consensus of this Council that we would urge all interested parties to come to a resolution, but it has been very difficult. We will act today and then we will have an opportunity to act on April 17, 2018. We've been witness to a number of discussions. There are significant and competing interests. We want our children to have the opportunity to have a full and rewarding education, while recognizing that education

isn't just academic, but it is also extracurricular in a number of different ways, but also recognizing that the opportunity to participate in extracurricular athletics plays a role in helping build the full student and the full student experience. The majority of this Council is not convinced that we've done everything that we can to resolve this issue. Mr. Rickenmann and I are willing to provide our time and the resources for a mediator to help work through these issues. There couldn't be a starker difference between what I expect we will do here tonight and what could potentially happen on April 17, 2018. We need to be convinced that there has truly been good-faith effort by all interested parties to bring this community together. It is City Council's goal to facilitate the construction of practice fields that will allow Dreher students to thrive athletically and academically, while protecting the quality of life of the adjacent neighborhoods. There appears to be general agreement between the School District and neighborhood association leaders on the plan to help achieve this. The only thing lacking is a tool to ensure the neighborhoods that the plan will be followed as the project proceeds. As a matter of law, City Council cannot make a rezoning conditional upon actions by either party. We are going to invite the leadership of the School District, the leadership of Dreher, the leadership of the Melrose, Heathwood, and Shandon neighborhood associations, the boosters to represent the parents to the table to develop a plan to memorialize exactly what this will look like and a way to deal with the evolving discussions that may happen over the next several years. We believe that it is in the interest of the neighborhoods aforementioned, Dreher, and our students that Dreher remain strong and thriving and continue to do the great things it has done for this city, state, nation, and the world. This is the first reading. We have serious ground to cover between now and April 17, 2018. There is still opportunity for anyone to be heard.

No one appeared in support of or in opposition to this matter.

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted four (4) to one (1) to give first reading approval to the *Zoning Map Amendment* for 3319 Millwood Avenue, TMS# 13804-03-09, subject to the leadership of the School District, Dreher, Melrose, Heathwood, and Shandon neighborhood associations, and the boosters working together between now and April 17, 2018 to develop a solution to memorialize the agreement between the parties in a binding form that's acceptable to all parties. As has been the case in the past, such a document can be submitted as evidence to the Board of Zoning Appeals in their deliberation for the required special exception. Voting aye were Mr. McDowell, Mr. Duvall, Mr. Davis, and Mayor Benjamin. Mr. Rickenmann voted nay. Ms. Devine abstained from voting due to a potential conflict of interest.

Councilor Duvall clarified that the matter requires approval of an ordinance on two readings. This is not a delaying tactic.

Councilor McDowell said this is a time for us to gather around the table with an air of sensitivity. It is clear that some of us want to talk and some of us want to listen. The acceptance of this motion gives us an opportunity to gather around the table with the same common menu. Let's make this real for communities and our students. It is about making sure the vision for our City holds up and stands clear as a beacon on top of a hill.

Councilor Rickenmann said I hope we can learn from this. I voted tonight, because I've been asking for an agreement to bring harmony to this. We need a clearly designed path moving forward so that nobody is in this situation in the future. We have a great opportunity to resolve this.

38. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 2050 Woodcreek Farms Road; TMS# 25716-03-04 – *Approved on first 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 – *Approved on first 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)

No one appeared in support of or in opposition to this matter.

We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 20, 2018

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to give first 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.

Council closed the Zoning Public Hearing at 7:23 p.m.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were considered at this time.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

Councilor Rickenmann reported that the Public Safety Committee met today and Council members were given a draft ordinance today. I would like for Council to move forward with advertising a public hearing and holding workshops to bring the stakeholders in. You will find that this ordinance is a real change from what we had before. It will help us move forward. There are other pieces that we need to address. We need to use all of our powers to influence the State House and the judicial system about releasing repeat offenders and giving teeth to [laws dealing with] people carrying unlawful weapons. This is a part of violence that we can't tolerate. As we move forward with comprehensive zoning we need to look at different ways to address this so that we don't end up with a concentrated area like we are seeing now. There are pieces we have to take in succession to this. This gives the Police Department the ability to do what they need to do. It gives deserving business owners the opportunity to stay in business.

There was a consensus of Council to conduct two public hearings on Tuesday, April 17, 2018 at 2:00 p.m. and 7:00 p.m.

APPEARANCE OF THE PUBLIC

Ms. Juliet Greelee, Vice President of the Stark Terrace Community appeared before Council to receive clarification on the Mason Road annexation.

Ms. Krista Hampton, Planning and Development Services Director said we send notices to the adjacent property owners to make them aware of the rezoning requests.

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 20, 2018

Ms. Alexena Furgess, Jones McDonald Neighborhood Association appeared before the Council to express concerns about her neighbors who need public transportation. When the City and County needed the penny tax they sought support from poor neighborhoods. These people supported it and now some of the buses are being eliminated. They are being discriminated against.

Mayor Benjamin explained that City Council received a comprehensive report from The COMET earlier today. He asked if Mrs. Furgess had seen the full presentation.

Councilor Devine added that the proposed changes aren't set yet. The COMET is working to get the word out and we will push it out. The Rider's Association has provided their input also. She asked Mrs. Furgess to encourage people to attend the public hearings.

Mr. Walter Durst, Vice President of the Midlands Transit Riders Association said he worked with The COMET to develop routes and to get the penny tax passed. It is inaccurate and offensive to suggest that The COMET is working to eliminate routes within a certain segment of the population.

Councilor McDowell reiterated that there are going to be public hearings and no decisions have been made.

Dr. D. A. Dennis, Sr., Mastery Beyond Boundaries, LLC / President of the Local Organizing Committee recognized Councilman Davis for resolving an issue with the utilities at their headquarters. The organizing committee deals with youth through education, treatment, and behavior modification and redirection. We teach individuals to mirror their souls. It is important for us to partner with the City of Columbia to serve our African American community and those who are less fortunate.

Councilor Devine announced that the Together We Can Read initiative is celebrating ten years. On tomorrow at 9:00 a.m., *The Freedom Ship of Robert Smalls* by Louise Meriwether will be read to third graders in Richland School District One. She also announced that the Midlands Heart Walk will be held at 9:00 a.m. on Saturday, March 24, 2018 at the Colonial Life Arena. She encouraged individuals to join the City of Columbia team.

Councilor McDowell announced that the Jones McDonald Neighborhood Association is hosting its annual Easter Brunch on Saturday, March 31, 2018 at 11:00 a.m. at the Charles R. Drew Wellness Center.

COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 20, 2018

ADJOURNMENT

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to adjourn the meeting at 7:49 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

We Are Columbia

MEETING DATE: **May 1, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **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.**

REQUISITION NO.: **R188035**

FINANCIAL IMPACT: **Funding Source: Police Special Operations-Machinery & Equipment Capital: 1012411-658300. The original budgeted amount is $80,150.00.**

ORIGINAL BUDGET: **$78,842.64**

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:** Northrup Grumman sole source and quote (PDF)
- #b: Fully signed sole source (PDF)

Requisition #R188035

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 Police/Administrative Services Division,
(1)

(2)

as a sole source procurement from Northrup Grumman
(3)

based upon the following justifications: This is a sole source since they are the only company who can retrofit and upgrade the bomb robot. REMOTEC, A Subsidiary of Northrop Grumman, is the sole manufacturer and distributor for the ANDROS family of Hazardous Duty Robots including the following models/series: FX, Wolverine, Mk V-A1, F6A, F6B, Mini II, HD, and Titus. Included in that are also all related upgrades, accessories, parts, training, refurbishments and service.
(4)

This sole source is valid through June 30, 2018 **Amount $** 78,842.64

Police		4/12/18
Department	Signature of Department Head	Date
BTR		4/16/18
	Signature of Purchasing Agent	Date
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

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.

NORTHROP GRUMMAN

Remotec

REMOTEC, INC. SERVICE DEPARTMENT QUOTE

353 J.D. Yarnell Pkwy
Clinton, TN 37716
Phone: (865) 483-1492
Fax: (865) 483-1436
E-mail: RemotecService@NGC.com

Attn: Jones, Eric

CMPNY: Columbia PD
ATTN: Baire, Timothy
ADDR: 715 Bluff Rd

Columbia, SC 29201

PHONE: 803-509-0454
FAX:
Email: trbaire@columbiafc.net

PAGE 1 OF 1

Date: 1/24/2018

Terms: Net 30 Days

Prices are F.O.B. Clinton, TN

Delivery: 160 Days After Receipt of Order Or Sooner

This pricing is valid for 90 days.

ROBOT MODEL: F6A
ROBOT S/N: F8666-01N020906

QUOTE #: **Q-13933A**

RMA# N/A

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
	Upgrade 2455 F6A SN:	**E2461-0100**	**1**		
	Upgrade To F6+ Style Including:				
A	**Chassis Upgrade only**				
1	Vehicle Electronics Assy. (Includes Drive Camera Assy.	E2461-4000	1	$ 30,000.00	$ 30,000.00
2	Drive Motor Conector Connector	CON-HDP26-18-6SN	2	$ 19.00	$ 38.00
3	Lift Bearing Plate	C2457-1037	2	$ 145.00	$ 290.00
4	Membrane Pot	B2461-1020	2	$ 275.00	$ 550.00
5	Wiper Plunger	B2461-1006	2	$ 28.00	$ 56.00
6	Wiper Mount Block	B2461-1007	2	$ 22.00	$ 44.00
7	Labor to Assemble Chassis	LABOR2	40	$ 88.00	$ 3,520.00
B	**Optional Chassis Repair Parts**				
1	New Tracks (6 tracks = one full set)	B2400-1013-FT	0		$ -
2	F6A Wheel Assy. (Tire,Tube and Rim)	B2450-0113	0		$ -
C	**Arm Upgrade ONLY Including:**				
1	Arm Joint Pot Assy (Shoulder, Elbow, Pitch)	B2461-2278	3	$ 647.00	$ 1,941.00
2	Grip cords (Pitch)	GRIPCORD-056	2	$ 28.00	$ 56.00
3	New Shoulder Lift Plate (Shoulder, Elbow, Pitch)	B2461-2026	3	$ 256.00	$ 768.00
4	Labor to Re-Wire wrist pitch Assy.	LABOR2	5	$ 88.00	$ 440.00
5	Labor to Re-Wire Elbow Assy.	LABOR2	5	$ 88.00	$ 440.00
6	Torso Sensor Gear Shaft	B2461-2267	1	$ 35.00	$ 35.00
7	Torso Pot Mount	C2461-2265	1	$ 230.00	$ 230.00
8	Torso Sensor Gear	B2461-2261	1	$ 92.00	$ 92.00
9	Sensor	SENSOR-005	1	$ 135.00	$ 135.00
10	Cord Grip	GRIPCORD-055	1	$ 81.00	$ 81.00
11	Gear	GEAR-002	1	$ 71.00	$ 71.00
12	Worm gear shaft	D2400-2030	1	$ 1,333.00	$ 1,333.00
13	Shoulder Side Plate	C2461-2025	1	$ 452.00	$ 452.00
14	Labor to Re-wire Shoulder Assy.	LABOR2	7	$ 88.00	$ 616.00
15	Labor to Further Modify Arm Parts to F6+	LABOR2	20	$ 88.00	$ 1,760.00
16	Firing circuit assy	D2460-3950	1	$ 646.00	$ 646.00

D	**Camera Upgrades**				
1	Small Pan/Tilt Arm Mount Kit w/LED light	C3865-5030	1	$ 3,786.44	$ 3,786.44
2	Color Arm Camera Assy. w/ LED light	C2461-3650	0		$ -
3	LED Light Mounting Bracket for P&T Camera	B3865-0183	1	$ 40.00	$ 40.00
4	LED Light Mounting Bracket for Arm Camera	B3865-3616	1	$ 202.00	$ 202.00
5	LED Light for P&T and Arm Camera	C3865-3620	2	$ 1,800.00	$ 3,600.00
6	Rear Drive Camera Kit	B2460-5140	1	$ 1,155.00	$ 1,155.00
7	Camera Sighting Kit Assy.	C7055-5140	0		$ -
E	**Battery Replacement Options**				
1	Battery Assembly (Plug n' Play)	D2450-1600	0		$ -
2	F6 Battery (AGM, 12V, 32AH) (Requires 2)	BATTERY-010	4	$ 128.00	$ 512.00
3	Console Battery (GEL, 50AH, Round Terminal)	BATTERY-009	0		$ -
F	**Controller Upgrade**				
1	Tac-1 Controller	D2461-8125	1	$ 15,500.00	$ 15,500.00
2	Truck Mount Kit AC/DC (Power Supply and Cord)	D2461-8150-2	1	$ 3,975.00	$ 3,975.00
3	Switchbox Modification				
A	Labor To Modify	LABOR2	2	$ 88.00	$ 176.00
B	Switchbox Software Chip PSD311	ICPSD311-15L	1	$ 22.00	$ 22.00
G	**Optional Gripper Rebuild**				
4	Optional Gripper Rebuild (3 hours)	LABOR2	0		$ -
5	Replace Worm Gear Shaft (Optional Requires 2)	B7045-2333	0		$ -
6	Replace Worm Gear (Optional Requires 2)	B7045-2332	0		$ -
H	**Accessories**				
1	Power Hawk Assembly	E2455-7500-1	0		$ -
2	Rear Receiver Hitch (Required with Powerhawk)	B2455-7580	0		$ -
3	Hybrid Radio Control Assy (With Case)	C2456-8440-xxxxxx	0		$ -
4	Dual Pan Disrupter Mount Assembly	D2450-5350	0		$ -
**	Other Accesories Prices Available On Request			$ -	$ -
I	**Final Acceptance Test**				
1	Labor	**LABOR2**	5	$ 88.00	$ 440.00
J	**Warranty**				
1	**Year 2 Extended Warranty**	MAINTENANCE-001	0	$ -	$ -
A	Third Year Extended Warranty Contract	MAINTENANCE-001	0	$ -	$ -
B	Fourth Year Extended Warranty Contract	MAINTENANCE-002	0	$ -	$ -
C	Fifth Year Extended Warranty Contract	MAINTENANCE-003	0	$ -	$ -
D	Sixth Year Extended Warranty Contract	MAINTENANCE-004	0	$ -	$ -
E	5 Years of Extended Warranty (Year 2 Through 6)	MAINTENANCE-005	0	$ -	$ -
K	**Shipping**				
1	Customer Pickup/Dropoff **NO FEE INCURED**	N/A	1	$ -	
				TOTAL COST	$ 73,002.44

(1) Prices listed are for sales in U.S.A. only. Export prices are available upon request.
(2) Add travel, labor and subsistence costs if training is located at customer's facility.
(3) All products have a one-year warranty. Extended Maintenance Contracts are available.
(4) Prices are based upon acceptance of REMOTEC's Terms and Conditions (attached). Any deviation from these conditions may result in a price increase.
(5) The prices contained herein are budgetary, are submitted for planning purposes only and are not to be construed as a firm quotation. Any resultant contract shall be contingent upon negotiation of mutually acceptable terms and conditions.

Until approval from Business Management

C. Williams - Contracts

NORTHROP GRUMMAN

Northrop Grumman Corporation Mission Systems

Remotec
353 JD Yarnell Parkway
Clinton, TN 37716
(865) 483-0228
(865) 483-1426 Fax

April 13, 2018

City of Columbia
Benjamin Radin
Buyer

Benjamin,

REMOTEC, A Subsidiary of Northrop Grumman, is the sole manufacturer and distributor for the ANDROS family of Hazardous Duty Robots including the following models/series: FX, Wolverine, Mk V-A1, F6A, F6B, Mini II, HD, and Titus. Included in that are also all related upgrades, accessories, parts, training, refurbishments and service. This applies to you in relation to Quote: Q-13933 dated January 24, 2018 for an upgrade to your Andros F6a serial # F8666-01N020906

Our ANDROS Robots are in use by police departments in all 50 states and many different organizations in 52 countries around the world. Some of these organizations include all branches of the U.S. Military, the Federal Bureau of Investigation and the U.S. Secret Service.

REMOTEC's ANDROS systems have a unique articulated track design, which is patented under U.S. Patent No. 4,746,9n, Patent No. 4,923,831 and Patent No. 5,022,812. REMOTEC is the only manufacturer that offers the articulated track design.

REMOTEC does not have any product dealers or resellers within the United States. All parts are sold and all service is performed directly from REMOTEC's facility located In Clinton, Tennessee. If you have any questions, please feel free to contact me at (865) 483-1492.

The use of any non-approved "After Market" accessories or communication links may limit the warranty or the ability to obtain an extended warranty on your ANDROS system. This may also limit customer support capabilities and can also result in additional cost for repairs.

Sincerely,

Royce Hollman
Customer Support and Training Manager Remotec
353 JD Yarnell Pkwy
Clinton, TN 37716
865-483-1492 Office
865-548-6130 Cell
865-483-1436 Fax
Royce.Hollman@ngc.com
Remotec, Inc.
a subsidiary of
NORTHROP GRUMMAN

B

Requisition #R188035

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 Police/Administrative Services Division,
(1)

(2)

as a sole source procurement from Northrup Grumman
(3)

based upon the following justifications: This is a sole source since they are the only company who can retrofit and upgrade the bomb robot. REMOTEC, A Subsidiary of Northrop Grumman, is the sole manufacturer and distributor for the ANDROS family of Hazardous Duty Robots including the following models/series: FX, Wolverine, Mk V-A1, F6A, F6B, Mini II, HD, and Titus. Included in that are also all related upgrades, accessories, parts, training, refurbishments and service.
(4)

This sole source is valid through June 30, 2018 Amount $ 78,842.64

Police Department	Signature of Department Head	4/12/18 Date
BTR	Signature of Purchasing Agent	4/16/18 Date
Form must be routed in the order of the signatures	Signature of Finance Director	4/18/18 Date
	Signature of Asst. City Manager	Date
	T. Wilson for Signature of City Manager	4/20/2018 Date

Notes: (1) Enter Division Name

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 1, 2018**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**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.**
REQUISITION NO.:	**R166301**
FINANCIAL IMPACT:	**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.**
ORIGINAL BUDGET:	**$62,484.80**
BUSINESS PROGRAM:	**Subcontracting Outreach Program**
CLEAN WATER 2020?:	**Yes**
STRATEGIC GOALS:	**Provide high quality municipal services**

This change order is a request to add sanitary sewer piping modifications, coatings for Digester Nos. 3 and 4, concrete repairs inside Digester Nos. 3, 4, and 5, and remote mounting gas detectors as requested by Columbia Water. Please see the attached change order for a more detailed description of the additional work.

The original budgeted amount for this project is $23,799,115.00 and the original contract amount is $20,922,400.00 with a project contingency of $1,000,000.00 for a total amount of $21,922,400.00.

The previous five change orders were funded from the original contingency. With approval of this Change Order (CO #6) for $62,484.80, the revised contract amount will be $21,984,884.80.

The original contract has sub-contractor services provided at $5,860,677.00 (32%) of the contract value.

ATTACHMENTS:

- **#a:** SS7253 Metro WWTP Anaerobic Digester Rehab - CO#6 approved by legal (PDF)
- #b: SS7253 Metro WWTP Anaerobic Digester Rehab - CO#6 Location Map (PDF)

We Are Columbia	CITY OF COLUMBIA PURCHASING DIVISION ***For Internal Use Only **PO Change/Modification Order Form**	Contract Number: Procurement Officer: Phone: E-Mail Address: Address:	 803.545.3470 1136 Washington St., 4th Floor Columbia, SC 29201

Routing Date: 3 / 1 6/ 1 8

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

DESCRIPTION: SS7253 MWWTP Digester Rehab

DEPARTMENT NAME AND REQUESTOR: Engineering/Construction Management

CONTRACTOR'S NAME AND ADDRESS: M B Kahn Construction

PURCHASE ORDER NUMBER (if applicable): P154423 CHANGE ORDER # 6

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: Design/construction modifications due to unforeseen field conditions.
Funding a combination of contingency funds and fund transfer.

Requested Amount of (Increase)/Decrease: $ 62,484.80 Current PO amount/total: $ 21,922,400.00
Contingency Amount $222,972.56

Accounting Information on Original PO: ORG 5529999 OBJ 0581050 SS 725302 (Required)

Funding/Account Info for Change Order: ORG SAME OBJ SAME SAME (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] (Signature) Dir. Engineering (Title)

Assistant City Manager Approval ($5,000.01-25,000):
Recommended for Approval: [signature] (Signature) 3/19/18 (Date)

**Route this form to the Procurements & Contracts Department

Director of Procurement & Contracts Approval: City Manager Approval Needed: Yes or No
Recommended for Approval: [signature] (Signature) 3/20/18 (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 in this manner shall be considered originals.

APPROVED AS TO FORM
[signature] 4/11/18
Legal Department

INTERNAL PO Modification /CHANGE ORDER (COC 10/27/16Revised)

KAHN

M. B. Kahn Construction Co., Inc.

P.O. BOX 1179 | COLUMBIA, SC 29202 | 803.736.2950

March 15, 2018

Mr. Lawrence Westbury
Construction Administrator, City of Columbia
1136 Washington Street
Columbia, SC 29217

Reference: SS7253 Metro WWTP Digester Rehab, Columbia, SC; MBK Job 1608
Change Order No.6 / MBK Cost Proposal COP-047

Mr. Westbury,

We have reviewed and signed Change Order No.6 with the understanding that M. B. Kahn Construction's change order request COP-047 dated January 25, 2018, which covers additional costs associated with several of the cost proposals that were included in Change Order No.6, is still open and under review by the City of Columbia and Hazen and Sawyer.

Please contact me with any questions, or to discuss COP-047 in detail.

Sincerely,

M.B. Kahn Construction Co., Inc.
Water Works Division

Michael A. Joseph
Project Director

We Are Columbia

CIP #SS7253

Metro WWTP Improvements
Anaerobic Digester
Rehabilitation

Change Order #6

February 12, 2018

Description of Change: A modification of the Contract Agreement between the City of Columbia (City) and MB Kahn Construction Co., Inc. (Contractor) is requested in order to correct the contract.

- RFP No. 001 – Pumped Mixing System – Horsepower Change (Credit) - $100,000.00
- COP No. 021 – Concrete Demolition/Patching at Pump Mix Pit No. 2 - $15,627.47
- RFP No. 009 – Concrete Repairs Inside Digester Nos. 3, 4 and 5 (RFP 9) - $66,345.29
- COP No. 028 – Remote-Mounting Gas Detector Sensors (RFI 30) - $37,473.40
- RFP No. 012 – Hoist Systems for Maintenance Operations - $99,515.82
- COP No. 035 – Replacement of Interm. Handrail on Digester No. 4 (RFI 38) - $5,987.60
- COP No. 036 – Modifications to the Condensate Vault (RFI 41) - $7,551.66
- COP No. 041 – Existing Underground TS Piping in Conflict with New HWS&R Piping at Headhouse No. 3 (RFI 48) - $14,308.50
- COP No. 042 – Interior Coating on Digester Nos. 3, 4 and 5 (RFP 14) – 126 Days
- COP No. 044 – Sanitary Sewer Piping Modifications at SSMH-03 (RFI 51) - $98,356.55
- COP No. 045 – Relocation of E-Stop Push Buttons at Boiler Building (RFI 53) - $2,202.92
- COP No. 046 – Gas Detector Control Wiring (RFI 55) - $6,329.61
- COP No. 049 – Additional Coating in Digester Nos. 3 and 4 (RFI 59) - $31,755.48

Reason for Change:

Pumped Mixing System – Horsepower Change (Credit)
During the bid period, Vaughn provided pricing for the horizontal centrifugal chopper pumps based on 100 hp motors. These motors were reduced to 75 hp during construction, therefore, a credit was issued for the reduction in motor size. Reference Attachment No. 1 for a financial breakdown and supporting documentation.

Additional Concrete Demolition/Patching at Pump Mix Pit No.2
During construction, additional concrete demolition was required between Digester Nos. 3 and 4 to remove elevated concrete walkways and stub-walls on both sides of the pit. After demolition, these areas were patched and grouted which required additional labor and materials. Reference Attachment No. 2 for a financial breakdown and supporting documentation.

Concrete Repairs Inside Digester No's 3, 4 and 5 (RFP 9)
During interior work on Digester Nos. 3, 4 and 5 areas of degraded concrete were identified that required removal, patching and resurfacing. Reference Attachment No. 3 for a financial breakdown and supporting documentation.

Remote-Mounting Gas Detector Sensors (RFI 30)
After extensive discussions, it was decided that the Hydrogen Sulfide and Methane gas detection sensors should be remote located instead of being directly mounted to the transmitters. This resulted in the need for additional labor and materials. Reference Attachment No. 4 for a financial breakdown and supporting documentation.

Hoist Systems for Maintenance Operations (RFP 12)
Plant maintenance personnel requested hoist systems to serve the sludge transfer pumps, sludge recirculation pumps and Digester manway covers during future maintenance activities. Hazen developed an RFP consisting of hoist beams in Headhouse Nos. 2 and 3 for the sludge transfer pumps, eye hooks for the transfer pumps in Headhouse Nos. 2 and 3, a removable handrail for Headhouse Nos. 2 and 3, and five (5) manway hoist frames to serve each Digester manway cover. Reference Attachment No. 5 for a financial breakdown and supporting documentation.

Replacement of Intermediate Handrail on Digester 4 (RFI 39)
During construction it was discovered on the roof of Digester No. 4 that supports for the existing 6" DG were welded to a portion of the intermediate handrail. A portion of the intermediate handrail, where these supports were welded, were demolished and replaced. Reference Attachment No. 6 for a financial breakdown and supporting documentation.

Modifications to the Condensate Vault (RFI 41)
During construction it was determined that a drip trap inside the Condensate Vault would not be located at the low point of the Digester Gas line. To ensure proper operation of the Digester Gas line and Condensate Vault, the vault was reworked to maintain a proper slope to the drip trap. Reference Attachment No. 7 for a financial breakdown and supporting documentation.

Existing TS Piping Conflict with HWS&R Piping at Headhouse No. 3 (RFI 48)
During construction, a conflict with the existing 8" TS line leaving Valve Vault No.1 and the proposed HWS&R piping entering Heahouse No. 3 was encountered. Additional labor and materials were required to rotate the HWS&R lines underneath the TS line. Reference Attachment No. 8 for a financial breakdown and supporting documentation.

Interior Coating on Digester Nos. 3, 4 and 5 – Additional Days Only (RFI 49)
During leak testing of Digester Nos. 3 and 4, significant leakage was discovered around the circumference of the tanks. Brick was strategically removed to investigate the origin of the leaks. It was discovered that the construction joint was poorly installed and was the likely cause of these leaks. To correct this pre-existing condition, a Polyurethane MIC Coating was installed around the internal circumference of each Digester two feet below and four feet above the construction joint exhibiting leakage. Pricing was agreed upon and captured in Change Order

No. 5. This change captures the additional days required to complete the coating installation and re-test the tanks. Reference Attachment No. 9 for supporting documentation.

Sanitary Sewer Piping Modifications at SSMH-03 (RFI 51)

While excavating in preparation for the tie-in of the 18" sanitary sewer to existing SS MH-03, it was discovered that the invert elevation of the MH was 126.63' rather than 114.45' as shown on drawing M15. Due to the proposed depth of the gravity sewer, a connection was not achievable at SS MH-03. Instead, an additional 4' diameter MH and 18" piping was installed to re-route the sanitary sewer around SS MH-03 and tie-in to SS MH-04. Reference Attachment No. 10 for a financial breakdown and supporting documentation.

Relocation of E-Stop Push Buttons at Boiler Building (RFI 53)

After discussions with the contractor, it was decided that the boiler E-Stop Push Buttons should be relocated from outside each of the boiler room doors to just inside of the doors to align with ASME C5D-1-2015. Reference Attachment No. 11 for a financial breakdown and supporting documentation.

Gas Detector Control Wiring (RFI 55)

While wiring the Gas Detection Sensors to the Gas Monitoring System Control Panel in Headhouse Nos. 2 and 3 it was discovered that an additional discrete signal was required for each gas sensor. In order to accommodate the additional discrete signal from each gas sensor, the conductor count was changed from "1-(4/C#16 TSH), 2#14, #14GND" shown on Dwgs. E114, E144 and E173 to "1-(4/C#16 TSH, 4#14, #14GND". This change resulted in additional wiring and labor for the electrical subcontractor. Reference Attachment No. 12 for a financial breakdown and supporting documentation.

Additional Coating in Digester No's 3 and 4 (RFI 59)

After observing leakage inside Headhouse No. 3 in the vicinity of existing pipe penetrations, it was decided to coat around all existing pipe penetrations inside Digesters 3 and 4 with a Polyurethane MIC Coating to reduce leakage inside Headhouse No. 2. To further prevent leakage inside of Headhouse No. 2 it was decided to coat the entire area common to both the digester interior and the digester Headhouse basement for Digester No's 3 and 4. Reference Attachment No. 13 for a financial breakdown and supporting documentation.

Total Cost for these changes = $285,457.30

Owner's Contingency Allowance

Original Allowance Total:	$ 1,000,000.00
Previous change orders:	$777,027.50
This change (reduction):	$222,972.50
Revised Owner's Contingency Allowance:	$ 0.00

Proposed Change and Basis for Payment

Original contract price:	$ 21,922,400.00
Previous change orders:	$0.00
This change:	$62,484.80
Revised contract price:	$21,984,884.80

Contractual Completion Dates:

Contract Start Date: 8/31/2015
Interim Completion Date: 7/29/2017
Substantial Completion Date: 4/6/2018
Final Completion Date: 6/6/2018

Calendar Days added this Change: 277 days

Revised Interim Completion Date: 5/2/2018
Revised Substantial Completion Date: 3/18/2019
Revised Final Completion Date: 4/8/2019

This Change is Acceptable:

Michael Joseph — By: _____

MB Kahn Construction Co., Inc. — Title: PROJECT DIRECTOR

City of Columbia

Recommended for Approval: _____ Construction Administrator
Lawrence Westbury

Recommended for Approval: _____ Senior Construction Administrator
Sam Catoe

Recommended for Approval: _____ Assistant City Engineer/ Construction Management
Michael F. Sheu, P.E.

Approved: _____ City Manager
Teresa Wilson

Attachments

APPROVED AS TO FORM
4/11/18
Legal Department City of Columbia

CIP # SS7253
Change Order #6

Hazen
Hazen and Sawyer
498 Seventh Avenue, 11th Floor
New York, NY 10018 • 212.539.7000

February 12, 2018

Mr. Lawrence Westbury
Construction Administrator, City of Columbia
1136 Washington Street
5th Floor Constr. Management Office
Columbia, SC 29217

Re: Cost Proposal Package No. 6
SS7253 - Metro WWTP Improvements Anaerobic Digester Rehabilitation
H&S # 31059-016

Dear Mr. Westbury:

Changes have been proposed to the Anaerobic Digester Rehabilitation Contract. Hazen has reviewed the backup submitted by MB Kahn Construction and finds them acceptable.

The changes include:

- RFP No. 01 – Pumped Mixing System – HP Change (CREDIT)
- COP No. 21 – Concrete Demolition/Patching Pump Mix Pit No. 2
- RFP No. 09 – Concrete Repairs Inside Digester Nos. 3, 4, and 5
- COP No. 28 – Remote-Mounting Gas Detector Sensors
- RFP No. 12 – Hoist Systems for Maintenance Operations
- COP No. 35 – Replacement of Intermediate Handrail on Digester No. 4
- COP No. 36 – Modifications to Condensate Vault
- COP No. 41 – TS-HWS & HWR Piping at HH3
- COP No. 42 - Interior Coatings on Digester Nos. 3, 4, and 5 (Days Only)
- COP No. 44 – Sanitary Sewer Piping Modifications at SSMH-03
- COP No. 45 – Relocation of E-Stop Push Buttons at Boiler Building
- COP No. 46 – Gas Detection Control Wiring
- COP No. 49 – Additional Coatings in Digesters Nos. 3 and 4

Total days added are 277.

Please note that these changes result in exhausting the original contingency budget. For this reason the contract value will require to be increased by $62,481.80.

If you have any questions, please contact me at (704) 357-3150.

Very truly yours,

Tony Greiner, PE, CCM
Senior Associate

Hazen

Enclosure

cc: M. Bridwell – Hazen
D. Wagoner – CW 2020
File

Clean Water 2020
Columbia's Clear Vision For Clean Water

CITY of COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA

We Are Columbia

Sewer Manholes
Sewer Pressurized Mains
Sewer Gravity Mains

N

1 inch = 350 feet

0 175 350 525 Feet

Waste Water Treatment Plant

Prepared For:

PIA: April 12, 2018
CW2020_Master\Production_Maps\ProjectLocation_Maps\Metro WWTP

We Are Columbia

MEETING DATE: **May 1, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **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.**

REQUISITION NO.: **R189011**

FINANCIAL IMPACT: **Funding Source: Utilities Metro Wastewater Plant-Machinery & Equipment Capital: 5516208-658300. The original budgeted amount is $120,000.00.**

ORIGINAL BUDGET: **$112,571.64**

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:** Fully signed sole source (PDF)
- #b: JWC quote (PDF)
- #c: R189011 Abstract (PDF)

NOV27 11:49AM UB

Requisition # R186534

JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Metro WWTP (1) Division, Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, (2) Honey Monster, and Monster Separation System Parts and Service

as a sole source procurement from JWC Environmental (3)

based upon the following justifications: JWC is the sole manufacturer and the exclusive (4) source for service parts for this equipment.

This sole source is valid through June 30, 2018 **Amount $** 20,000.00

Utility Operations Department

Signature of Department Head	Date 11-9-17
Signature of Purchasing Agent	Date 11/15/17
Signature of Finance Director	Date 11/22/17
Signature of Asst. City Manager	Date 11/14/17
Signature of City Manager	Date 11/30/17

Form must be routed in the order of the signatures

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

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

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

Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Customer: 5006365
Michael Zeise
Columbia, City of
PO Box 147
Columbia, SC 29217
US

(803)545-0196

mpzeise@ColumbiaSC.net

Quote Number: 42520
Quote Date: 01/25/2018
Terms: NET 30 DAYS
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 6-8 Weeks ARO / Shipping & Handling Included
Grinder Serial #: 103190-1-1

Project: Mill Creek Pump Station

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price
EVAL_CA	CDD6020-XDM2.5 Repair Evaluation Grinder SN: 103190-1-1-04	1	$0.00	$0.00
CDD6020-XDM2.5	CDD6020-XDM2.5 Repair 7T Cam Cutters 1:1 Stack Hardened Alloy STL Severe Duty Seals Cork & Rubber Gaskets Drum Side Rails Vertical Shaft Support without Grease Lines New 10HP/460V TENV XP Motor, 10AWG 75' Cable New 43:1 Reducer New (2) 1HP TENV XP Motors, 12AWG 75' Cable New (2) 377:1 Reducers 12mm (1/2") Perforated Drums with Drum Brushes Grinder SN: 103190-1-1-05 ********** Paint Epoxy Green ********** ***WITH CUSTOMER SUPPLIED LIFTING BAIL***	1	$104,233.00	$104,233.00
Shipping	Shipping & Handling	1	$0.00	$0.00

Please verify serial number is correct.

Sub Total	**$104,233.00**
Tax	
Total	**$104,233.00**

Notes:
1. Please fax or mail a purchase order for the total amount and we can process your order.
   Please include the following:
   Billing Address, Ship to Address, and sales tax exemption certificate.

Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

2. Reference our quote number on your purchase order.
3. Availability of parts are subject to change at any time.
4. 20% restocking fee on all returns.
5. Sales tax is not included in price.
6. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
7. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.

Thank-You for your Business!

JWC Environmental LLC
Yesenia Esquivel
Customer Service

JWC Environmental®

Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Please provide the following information. Failure to do so may delay processing of order.

Quote #: 42520

Bill To Name & Address:

_____
_____
_____
_____

Ship To Name & Address:

_____
_____
_____
_____

Email Address: _____

PO# _____

Payment terms: Net 30 FOB: Origin

Please select a shipping method:

__ Prepay & Add to Invoice

__ Collect Account #: _____ Carrier: _____

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Please fax or email your PO and most recent tax certificate to:
Fax (714) 549-4007
Email servicesales@jwce.com

Credit cards:
__ I authorize JWCE to process this order on my credit card and add shipping and handling charges.
Call Customer Service at (800) 331-2277 for credit card processing.

Signature: _____ Date: _____

Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

JWC ENVIRONMENTAL
TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTAIL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products und

Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HEREWITH CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107

ABSTRACT OF QUOTATIONS / PROPOSALS / BIDS
Continuation Sheet

We Are Columbia
Together we will build a world-class city

PURCHASE REQUEST (PR) NO.	Type of Procurement (Bid, Sole Source, Emergency, etc.)	Project Name and Number
R189011	Sole Source	Repair Channel Monster Grinder

OFFEROR / PROPOSER NAME & ADDRESS	JWC Environmental 2850 Red Hill Ave Santa Ana CA 92705
POINT OF CONTACT	Customer Service
PHONE	800-331-2277
TYPE BUSINESS	N/A
TYPE PROPOSAL - WRITTEN/FAX/ORAL	Written
QUOTATION / PROPOSAL / BID NO.	N/A
QUOTATION / PROPOSAL / BID DATE	25-Jan-18
GSA /SC STATE / NJPA / OTHER CONTRACT NO.	N/A
PROPOSED DISCOUNT TERMS	N/A
PROPOSED DELIVERY	6-8 Weeks ARO

ITEM NO.	QUANTITY	UNIT OF ISSUE	UNIT PRICE	EXT AMT w/Tax	ITEM DESCRIPTION
0001	1	EA	$ 104,233.00	$ 112,571.64	Channel Monster Parts/Labor for Repairs
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
TOTAL PRICE				$ 112,571.64	

PREPARED BY:	PROCUREMENT DIRECTOR:	DATE: 4/17/18
Richard J. Buelow II	Sandra Wright	

We Are Columbia

MEETING DATE: **May 1, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **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.**

REQUISITION NO.: **P151277**

FINANCIAL IMPACT: **Funding Source: 5529999-WM375202-658650 CWTP Basin Improvements Capital Projects. The original budgeted amount for this change order is $192,478.51.**

ORIGINAL BUDGET: **$192,478.51**

BUSINESS PROGRAM: **Subcontracting Outreach Program**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

This change order is requested in order to compensate the contractor for the unforeseen dredging work within the Raw Water Reservoir necessary to complete the project as requested by Columbia Water. Please see the attached change order for a more detailed description of the additional work.

The original budgeted amount for this project is $6,534,174.00 and the original contract amount is $6,665,500.00. The preceding three change orders were all funded from the original approved contingency. With approval of this Change Order (CO #4) for $192,478.51, the revised contract amount will be $6,857,978.51.

ATTACHMENTS:

- **#a:** WM37502 Canal WTP Raw Water Reservoir - CO#4 approved by legal (PDF)
- #b: WM37502 Canal WTP Raw Water Reservoir CO#4 - Location Map (PDF)

We Are Columbia	CITY OF COLUMBIA PURCHASING DIVISION ***For Internal Use Only **PO Change/Modification Order Form**	Contract Number: Procurement Officer: Phone: 803.545.3470 E-Mail Address: Address: 1136 Washington St., 4th Floor Columbia, SC 29201

Routing Date: 3 / 2 7/ 1 8

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

DESCRIPTION: WM3752 Canal Water Plant Reservoir/Sed. Basin Improvements

DEPARTMENT NAME AND REQUESTOR: Engineering/Construction Management

CONTRACTOR'S NAME AND ADDRESS: M.B.Kahn

PURCHASE ORDER NUMBER (if applicable): P15077 CHANGE ORDER # 4

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: Change Order #4 - Final Payment

Requested Amount of Increase/Decrease: $ ~~192,478.51~~ 192,478.51 Current PO amount/total: $ ~~6,857,078.51~~ $6,665,499.28

Accounting Information on Original PO: ORG 552999 OBJ 658650 WM395202 (Required)

Funding/Account Info for Change Order: ORG Same OBJ Same (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: Andrea Bollins for Dana Higgins Deputy Director of Engineering 4/6/18
(Signature) (Title)

Assistant City Manager Approval ($5,000.01-25,000):
Recommended for Approval: 4/6/18
(Signature) (Date)

**Route this form to the Procurements & Contracts Department

Director of Procurement & Contracts Approval : City Manager Approval Needed: Yes or No
Recommended for Approval: 4/6/18
(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.

APPROVED AS TO FORM
4/12/18
Legal Department City of Columbia, SC

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.

INTERNAL PO Modification /CHANGE ORDER (COC 10/27/16Revised)

We Are Columbia

CIP# WM 3752
Canal WTP Reservoir and Sedimentation Basin Improvements

Change Order #4 - Final Payment
November 20, 2017

Description of Change: A modification of the Contract Agreement between the City of Columbia (City) and M.B. Kahn Construction Company Inc. (Contractor) is requested in order to compensate the contractor for the unforeseen work necessary to complete the project. All other provisions of the agreement, except as herein modified or changed, remain in full force and effect.

Reason for Change: Change Order Proposal #29. This change was for additional sediment removal/dredging from the raw water storage reservoir. $200,000.00.

Funding Source:		
	Budget Transfer	**$192,478.51**
	Owner's Contingency Allowance	**$5,867.75**
	Owner's Drainage Structure Allowance	**$1,653.74**
		$200,000.00

Proposed Change and Basis for Payment:

Owner's Contingency Allowance

Original Allowance Total:	$300,000.00
Previous change orders:	$294, 132.25
This change:	$5,867.75
Revised Owner's Contingency Allowance:	$0.00

Owner's Drainage Structure Allowance

Original Allowance Total:	$200,000.00
Previous change orders:	$198,346.26
This change:	$1,653.74
Revised Owner's Contingency Allowance:	$0.00

Proposed Change and Basis for Payment

Original contract price:	$6,665,500.00
Previous change orders:	00.00
This change:	$192,478.51
Revised contract price:	$6,857,978.51

Contractual Completion Date:
Completion Date: November 5, 2016
Revised Completion Date: April 30, 2018

CIP# WM3752
Change Order #4 - Final

This Change is Acceptable:

MB Kahn Construction Company, Inc. By: D. Fairweather

Title: Project Manager

City of Columbia

Recommended for Approval: _____ Construction Coordinator
Chad Baltzegar

Recommended for Approval: _____ Sr. Construction Administrator
Sam Catoe

Recommended for Approval: _____ Asst. City Eng. for Const.
Michael F. Sheu P E

Approval of Change: _____ City Manager
Teresa Wilson

Attachments: MB Kahn Change Order Proposal # 29

APPROVED AS TO FORM
4/12/18
Legal Department City of Columbia, SC

KAHN
Since 1927

M. B. Kahn Construction Co., Inc.
P.O. Box 1179 | Columbia, SC 29202 | 803.736.2950

October 13, 2017 (via email to craig.metts@aecom.com)

AECOM
101 Research Drive
Columbia, SC 29203

Attn: V. Craig Metts, PE

RE: CHANGE ORDER PROPOSAL #29 - WM3752 RAW WATER RESERVOIR DREDGING AND SEDIMENTATION BASIN IMPROVEMENTS AT CANAL WATER TREATMENT PLANT

Mr. Metts,

Please find the enclosed breakdown of the costs associated with the additional work performed in the Raw Water Reservoir at Canal WTP. In lieu of the per cubic yard unit price for the dredging included in the Contract, M. B. Kahn Construction Co., Inc. has agreed to settle this work with the City of Columbia for the firm lump sum addition of $200,000.00.

Feel free to contact us with any questions or concerns at your convenience. Thank you.

Respectfully,

M. B. KAHN CONSTRUCTION CO., INC.

Dean Fairweather
Project Manager
Water Works Division

Enclosures

Copy: C. Shealy, PE; J. Shaw, PE; W. Edmonds; File

KAHN

M.B. KAHN CONSTRUCTION CO., INC.

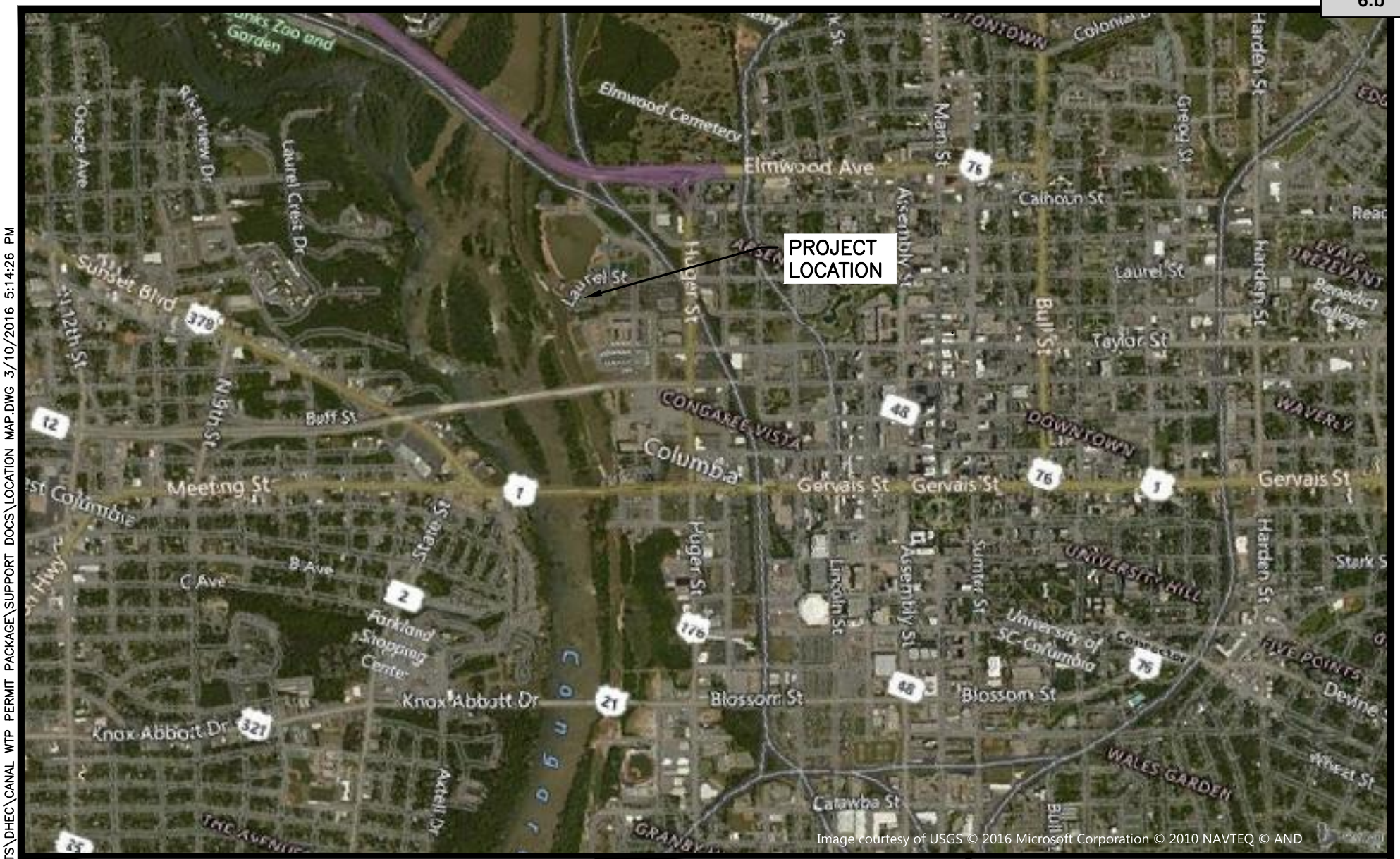
P.O. BOX 1179 / COLUMBIA, S.C. 29202 / (803) 736-2950 / FAX (803) 736-3924

WM3752 Raw Water Reservoir Dredging and Sedimentation Basin Improvements at Canal WTP

REVISED 10/13/2017

COP #29 - Additional Material Removed from Raw Water Reservoir

No.	Item Description	Qty	Unit	Rate	Total
	MATERIAL				
					$0.00
					$0.00
					$0.00
					$0.00
	MATERIAL :				$0.00
	TAX (8.0%) :				$0.00
	MATERIAL SUB-TOTAL :				$0.00
	LABOR				
					$0.00
					$0.00
					$0.00
					$0.00
	LABOR :				$0.00
	LABOR TAX & INSURANCE (43%) :				$0.00
	LABOR SUB-TOTAL :				$0.00
	EQUIPMENT				
					$0.00
					$0.00
	EQUIPMENT SUB-TOTAL :				$0.00
	OTHER				
					$0.00
					$0.00
	OTHERS SUB-TOTAL :				$0.00
	SUBCONTRACT WORK				
1	Raw Water Reservoir Dredging (Corley Construction)	1	LS	$200,000.00	$200,000.00
					$0.00
					$0.00
					$0.00
	SUBCONTRACT TOTAL:				$200,000.00
	TOTALS				
	CHANGE ORDER PROPOSAL SUBTOTAL :				$200,000.00
	OVERHEAD & PROFIT (15%) :				$0.00
	BONDS AND INSURANCE 2% :				$0.00
	LICENSES AND PERMITS 1% :				$0.00
	CHANGE ORDER PROPOSAL TOTAL :				$200,000.00



500' 0 500' 1,000'

GRAPHIC SCALE: 1" = 2000'

NORTH

URS

101 Research Drive
Columbia, South Carolina 29203
Telephone (803) 254-4400 : Fax (803) 771-6676
www.URSCorp.com

CANAL WATER TREATMENT PLANT CLEARWELL AND HIGH SERVICE PUMP STATION IMPROVEMENTS FOR CITY OF COLUMBIA,SC

DATE: MARCH 2016

FIGURE 1

N:\PROJECTS\11221\PERMITS\DHEC\CANAL WTP PERMIT PACKAGE\SUPPORT DOCS\LOCATION MAP.DWG 3/10/2016 5:14:26 PM

We Are Columbia

MEETING DATE: **May 1, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **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.**

REQUISITION NO.: **R188778**

FINANCIAL IMPACT: **Funding Source: Police Special Operations-Machinery & Equipment Capital: 1012411-658300. The original budgeted amount is $210,000.00.**

ORIGINAL BUDGET: **$203,365.59**

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 quote (PDF)

Requisition # R188778

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 Streets (1) Division.

NEW IBAK Storm Drain Video Inspection Units (2)

as a sole source procurement from Jet-Vac Equipment Company LLC (3)

based upon the following justifications: Jet-Vac is the sole source provider of IBAK inspection equipment and parts for the State of South Carolina per the item manufacturer (RapidView LLC).

This sole source is valid through June 30, 2018 **Amount $ 406,731.18**

Streets
Department

Signature of Department Head — Date 4/2/18

RB Signature of Purchasing Agent — Date 4/5/18

Form must be routed in the order of the signatures

Signature of Finance Director — Date 4/5/18

Signature of Asst. City Manager — Date

for T. Wilson Signature of City Manager — Date 4/11/2018

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.

March 20, 2018

Re: Sole Source

To whom it may concern:

RapidView LLC and its dealer, Jet-Vac Equipment Company, are the NJPA (Contract #122017-RVL) sole source for RapidView IBAK pipeline inspection and rehabilitation equipment and parts in the state of North Carolina, South Carolina and Tennessee.

Sincerely,

Matthew W. Sutton
Vice President of Sales and Marketing
RapidView LLC
574-224-5427 | 800-656-4225 | matt@rapidview.com

Date	9-Mar-18
Customer Name	City of Columbia - Street Department
Main Contact	Robert Sweatt
Phone	803-545-3790
Email	rasweatt@columbiasc.net

JET-VAC Equipment Company, LLC

RapidView IBAK

NJPA National Joint Powers Alliance®

Per NJPA Contract **Utilized by Jet-Vac Equipment Company LLC Authorized Rapidview Dealer**

RapidView NJPA Worksheet - 2016

			Quantity	Retail	NJPA Discount	NJPA Contract Price
Cameras						
	901601040	Pressure Test Set	1			$471.74
Tractors - T76						
	V9044001	T76 Camera Tractor	1			$21,249.22
	V9040012	CB 3.2S - T76/86 Camera Base Module (Required for Mainline Operation)	1			$4,743.36
	904116031	T76/86 Camera Elevator	1			$6,967.30
	900406690	Small Pneumatic Tires for T76/86/PANORAMO/LISY (Grey)	1			$1,283.56
	904110390	Large Pneumatic Tires for T76/86/PANORAMO/LISY (Black)	1			$1,316.74
	904100890	X-Large Pneumatic Tires for T76/86/PANORAMO/LISY (Black)	1			$1,892.16
	V0000228	Inclinometer Unit for T66/76/86/PANO 150/LISY (requires software)	1			$3,079.30
	900600130	Inclinometer Adjustment tool	1			$933.12
Controllers						
	V1974002	BS 3.5 - Vehicle Mounted Control Panel	1			$16,111.87
	V8026001	KW305 Synchronized Power Cable Reel	1			$29,476.22
	80017040	Camera Cable Type 524/11 - 1000 feet	1			$5,227.55
	904350020	KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with holder and rope	1			$673.92
	802617031	KW305/505 Upper deflection pulley (attaches to boom)	1			$1,026.43
Conversions						
	VZ000756	Gas Cargo Euro-style Van Conversion	1			$32,607.36
Conversion Extras						
	VZ000306	KW Reel Cabinet with 2 sliding aluminum drawers	1			$1,944.00
Additional Items						
	V4004012	Orpheus 2.0 Pan & Tilt with Zoom	1			$27,915.84
		Ford Transit Van, High Top, dual Axle (price does not include any municipal discounts)	1			$44,195.90
		2 Days Training at customer locations	1			$1,750.00
		Total for each unit		$ 211,193.31	$ 8,327.72	$ 202,865.59

Total Budget price for two complete units $405,731.18

ABSTRACT OF QUOTATIONS / PROPOSALS / BIDS

We Are Columbia

Together we will build a world-class city

PURCHASE REQUEST (PR) NO.	Type of Procurement (Bid, Sole Source, Emergency, etc.)	Project Name and Number
R188778	Co-Op / Sole Source	IBAK Storm Drain Video Inspection Unit

OFFEROR / PROPOSER NAME & ADDRESS	Jet Vac Equipment Company LLC 5746 Broad Street Sumter, SC 29154
POINT OF CONTACT	John Sutton
PHONE	800-527-4469
TYPE PROPOSAL - WRITTEN/FAX/ORAL	Written
QUOTATION / PROPOSAL / BID NO.	N/A
QUOTATION / PROPOSAL / BID DATE	9-Mar-18
GSA /SC STATE / NJPA / OTHER CONTRACT NO.	NJPA # 122017-RVL
PROPOSED DISCOUNT TERMS	N/A
PROPOSED DELIVERY	Est. 6-8 Weeks

ITEM NO.	QUANTITY	UNIT OF ISSUE	UNIT PRICE	EXT AMT	ITEM DESCRIPTION
0001	2	EA	$ 202,865.59	$ 405,731.18	IBAK Storm Drain Video Inspection Unit
0002	2	EA	$ 500.00	$ 1,000.00	Tax
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	Pricing has been confirmed IAW NJPA price list
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
TOTAL PRICE				$ 406,731.18	

PREPARED BY:	SIGNATURE	PROCUREMENT DIRECTOR:	SIGNATURE	DATE:
Richard J. Buelow II	Richard J. Buelow II	Sandra Wright	Sandra D. Wright	4/5/18

We Are Columbia

MEETING DATE: **May 1, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **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.**

PURPOSE: **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 are no sub-consultants participation on this amendment.**

REQUISITION NO.: **R175621**

FINANCIAL IMPACT: **Funding Source: 5529999-SS7362-658650. The original budgeted amount is $258,740.00.**

ORIGINAL BUDGET: **$258,740.00**

BUSINESS PROGRAM: **Mentor Protege Program**

CLEAN WATER 2020?: **Yes**

STRATEGIC GOALS: **Provide high quality municipal services**

The above referenced Contract Amendment #1 is to compensate the Engineer for providing full time construction inspection services for a Sewer System Evaluation Study for Smith Branch 01.

Agreement	Amount	Sub-consulting participation	Sub-consulting participation percentage (with contingency)	Sub-consulting participation percentage (without contingency)	DBE participation	DBE participation percentage (with contingency)	DBE participation percentage (without contingency)
Original Agreement	$1,289,365.00	$493,500.00	38.3%	42.1%	$235,000.00	18.2%	20%
Contract	$258,740.00	$0.00	0%	0%	$0.00	0%	0%

Amendment #1							
Revised Total Amount	$1,548,105.00	$493,500.00	38.3%	42.1%	$235,000.00	15.2%	16.4%

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

ATTACHMENTS:

- **#a:** Weston&Sampson.2018.SSESSmithBranch01.SS7362.CA1.nj (PDF)
- #b: Sewer Basin and Sub Basin Map (PDF)

Agreement for Engineering Services
Sewer System Evaluation Study for Smith Branch 01
Project Number: SS736201

Weston & Sampson Engineers, Incorporated and City of Columbia, SC

Contract Amendment # 1

February 28, 2018

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Weston & Sampson Engineers Incorporated (Engineer) dated May 17, 2016 (Agreement) to compensate Engineer for providing full time construction inspection services for a Sewer System Evaluation Study of Smith Branch 01 as more fully defined in Exhibit A, herein.

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

Proposed Change and Basis for Payment:

Original Contract Price:	$ 1,289,365.00
Previous Change Orders:	$ 0.00
This Change (addition):	$ 258,740.00
Revised Contract Price:	$ 1,548,105.00

Additional funds are to be provided in the following manner: 5529999-SS736201-658650

This Change is Acceptable:

Weston & Sampson Engineers, Incorporated:

Signature ROBERT L. HORNER (Please Print Name) Date: 3-27-18

Title: SC PROGRAM MGR.

City of Columbia:

By: _____
Joseph D. Jaco, P.E., Director of Utility Operations

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

By: Shannon Shizewski for
Sandra A. Wright, CPPB, Director of Procurement and Contracts/Purchasing Agent

Approval of Change: _____
Teresa Wilson, City Manager

WestonandSampson.2018.SSESSmithBranch01.SS7362.CA1.nj.doc

APPROVED AS TO FORM
3/21/18
Legal Department City of Columbia, SC

Weston & Sampson

1201 Main Street, Suite 1850, Columbia, SC 29201
Tel: 803.667.9904

September 25, 2017

Mr. John T. Riggs, PE
Wastewater Engineer
City of Columbia – Utilities and Engineering
1136 Washington Street
Columbia, South Carolina 29201

Re: Smith Branch 01 SSES
CIP: SS7362
Funding: 5529999-SS736201-658650
Amendment 1 Request for Task 8.0 Full Time Construction Inspection & Task 9.0 Sanitary Sewer Lateral Field Review

Dear Mr. Riggs:

The rehabilitation of the sanitary sewer system in the Smith Branch 01 (SB01) sub basin is scheduled to begin during the summer of 2018. At the request of the City of Columbia, Weston & Sampson will assist with full time construction inspection services.

Under Weston & Sampson's original agreement, the assumed construction duration is 13 months (56 weeks). As a part of Task 6.0 General Services During Construction, Weston & Sampson is to provide eight (8) hours per week of Engineer site visits over the course of the 56 week construction period (448 total hours). These site visits are to be performed by Weston & Sampson staff.

The inspection requirements will vary over the duration of construction. At the beginning of the project, there will be less need for inspections. As construction progress, we anticipate that the contractor will utilize multiple crews throughout the large project area and we recommend a total of 48 hours of construction inspection per week during this period. As the project nears completion, the work will slow down and inspection hours can decrease accordingly. Below is a breakdown of the proposed construction inspection hours for the full 56 week construction duration:

- Weeks 1-5: 24 hours per week
- Weeks 6-47: 48 hours per week
- Weeks 48-52: 24 hours per week
- Weeks 53-56: 16 hours per week

Based on the proposed breakdown above, the total number of inspection hours for the construction duration is 2,320. Deducting the 448 inspection hours that are included in the original agreement, the number of inspection hours included in the amendment request is 1,872. The construction inspections will be performed by Weston & Sampson staff. Weston & Sampson's protégé and subconsultants are not qualified to assist with these inspections.

Furthermore, due to the increased requirements of the construction inspections, some additional project management and oversight will be required. This additional services will be added to Task 6.0 General Services During Construction.

I. Scope Addition/Deletion

Task 6.0 – Engineering Services During Construction

After award of the contract, Engineer will assist the City with contract administration and provide periodic observation of the field services. The original contract anticipates that the field services period would be 13

months. While this duration remains the same, the requirements of the construction inspection and the increased construction inspection hours will require additional project management and oversight. The additional project management and oversight is $14,300.00.

Task 8.0 – Full Time Construction Inspection

General

The Engineer shall furnish a Project Representative who shall on full-time basis observe performance of the work of the Contractor. The Project Representative is the Engineer's employee or agent at the construction site, who will act as directed by and under the supervision of the Engineer, and will confer with the Engineer 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 Engineer and the contractor keeping the CITY advised as necessary. The Project Representative's dealings with subcontractors shall only be through or with full knowledge and approval with the contractor. The Project Representative shall generally communicate with the CITY with the knowledge of and under the direction of the Engineer.

The hourly rate provided is inclusive of all direct expenses related to the execution of Task 8.0 Services.

Duties and Responsibilities of the Engineer/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 Engineer 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 Engineer of the work the Project Representative believes should be correct 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 the Contract Documents
  - The Project Representative shall report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to the contractor clarifications and interpretations as issued by the Engineer.
- Modifications
  - Consider and evaluate the contractor's suggestions for modifications in drawings and specifications. Transmit to the contractor decisions as issued by the Engineer.
- Records
  - Maintain at the job site and/or at the Engineer's office, orderly files for correspondence, reports for 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 Engineer'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 the contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.
  - Consult with 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 Engineer 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 the final list have been completed or corrected and make recommendations to the CITY concerning acceptance.

Limitations of Authority – Engineer/Project Representative

- Shall not exceed limitations of the Engineer'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.

Hours and Rates

The hourly rate, which includes mileage and expenses, for the Weston & Sampson inspector is $120 per hour.

Total inspection hours and compensation required for Task 8.0 are:

Construction Inspector: 2320 hours = $278,400.00
Construction Inspector: 448 hours = $53,760.00 (Original Agreement Task 6.0)
Requested Contract Amendment (Task 8.0) = $278,400 - $53,760 = $224,640.00 (1,872 hours)

Task 9.0 – Sanitary Sewer Lateral Field Review

The original agreement states that the consultant should anticipate rehabbing or replacing all service laterals on each mainline that is being rehabilitated. Preliminary investigations have revealed that the cost for this work would increase the cost of the entire project by more than 40%. Because of this, Weston & Sampson recommends that the City require the contractor to further investigate service laterals to determine if replacement or rehabilitation is required on a case by case basis. For bidding purposes, the contractor should assume that 60% of all service laterals on each mainline being rehabilitated will need to be rehabbed or replaced, however only defective service laterals will be replaced or rehabilitated.

For Weston & Sampson to provide the services outlined in Task 9.0, an additional full time construction inspector will be required for a total of four (4) weeks. This inspector would accompany the contractor during all service lateral investigations. This would allow the inspector to review service lateral CCTV inspections or visually inspect excavated service laterals, and then make a determination, in the field, as to the extent of the rehab or replacement required.

Hours and Rates

The hourly rate, which includes mileage and expenses, for the Weston & Sampson inspector is $120 per hour.

Total inspection hours and compensation required for Task 9.0 are:
Construction Inspector: 160 hours = $19,800.00
Requested Contract Amendment (Task 9.0) = $19,800.00 (160 hours)

II. Compensation

Task	Description	Unit	Original Contract	Previous Amendments	Current Amendments	New Contract Value
1.0	Project Management & Administration during Assessment & Design	LS	$ 156,060.00	$ -	$ -	$ 156,060.00
2.0	Data Management	LS	$ 215,730.00	$ -	$ -	$ 215,730.00
3.0	Sewer Assessment	LS	$ 552,500.00	$ -	$ -	$ 552,500.00
4.0	Sewer Assessment Results & Preliminary Design Report	LS	$ 75,735.00	$ -	$ -	$ 75,735.00
5.0	Rehabilitation Implementation	LS	$ 82,046.00	$ -	$ -	$ 82,046.00
6.0	General Services During Construction	LS	$ 90,079.00	$ -	**$ 14,300.00**	**$ 104,379.00**
7.0	Client Control Contingency	LS	$ 117,215.00	$ -	$ -	$ 117,215.00
8.0	Full Time Construction Inspection	Hour	$ -	$ -	**$ 224,640.00**	**$ 224,640.00**
9.0	Sanitary Sewer Lateral Field Review	Hour	$ -	$ -	**$ 19,800.00**	**$ 19,800.00**
	Total Contract with Contingency		$1,289,365.00			**$ 1,548,105.00**

**Tasks 8.0 and 9.0 shall be compensated on an hourly basis with a total not to exceed the proposed amendment without City approval.*

III. Schedule

There are no revisions required to the project schedule.

Weston & Sampson appreciates the opportunity to provide construction inspection services to the City of Columbia for the SSES for the Smith Branch 01 project. Please contact us directly with any questions or should you require any additional information. Thank you.

Sincerely,

WESTON & SAMPSON ENGINEERS, INC.

William H. Davis, PE
Sr. Project Manager

Gene E. Pierce, PE
Project Engineer

CITY OF COLUMBIA

We Are 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: ~~1/26/16~~ 10/18/2017

Project Number: CIP # SS7362

Mentor: **Weston & Sampson**

Project Name: **Smith Branch Basin – SB-01**

Protégé: **HPG and Company**

Duration of the Project: thru March 2019

Project Contract Amount: ~~$ 1,172,150~~ $1,450,810.00
Client Control Contingency 117,215
Total including Contingency ~~$ 1,289,365~~ $1,548,105.00

Protégé Amount: **$ 235,000**

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

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

The Protégé will work under a standard Weston & Sampson Sub-Contractor Agreement. The contract has a clearly defined scope of work for Weston & Sampson and the Protégé Sub-Contractor. Project Management and Communication will follow standard protocols including a kick-off meeting, weekly coordination and monthly progress meetings as needed.
W&S will provide support services in the form of project management, scheduling and technical training in order to aid in the development of HPG's business. HPG will provide support services in the areas of surveying, smoke testing, and inspections in order to meet the goals of the City and this project.

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.*

Project Tasks have been allocated to support participation to meet utilization goals. Weston & Sampson will utilize the Protégé as an extension of our staff and will provide the same daily support, communication, training, work planning and weekly safety training in order to ensure successful completion. The mentor & protégé will work together closely on all aspects where service is provided through a sub-contractor arrangement. W&S will also work with HPG to implement a QA/QC Program to ensure that all work is accurate and verified. This will continue to build confidence with the City of Columbia and lead to additional opportunities. Both confidence building and additional opportunities are goals specified in the MPP Agreement

CITY OF COLUMBIA

We Are Columbia

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

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.*

Weston & Sampson will provide assistance to share best practices in engineering, surveying and inspection services along with the availability to use and be trained on new equipment and technology. W&S will provide assistance with project management, scheduling, technical training and safety training in order to continue to aid in the development of HPG's business. Opportunities for growth will be explored through assisting with business development practices.

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: Weston & Sampson will provide personnel: Project Manager, Project Engineer, Technical Project Coordinator. Weston & Sampson will also provide equipment/materials: SSES Equipment, Smoke Blowers, Cues Pole-Cam, Flow Monitors, Safety Equipment, Trimble GPS Rover, Total Station
W&S will commit their time and talents as wells as administrative staff time to coordinate with HPG. W&S will lead the project management and HPG will have the opportunity to provide active subcontracting services for the project. W&S has properly trained personnel and equipment to assist the protégé when needed. W&S is available to immediately respond to HPG. W&S will continue to build staff in the Columbia area.

Protégé: HPG will commit their time and talents to work with W&S. HPG is available to respond immediately to W&S. HPG has properly trained field personnel and survey equipment to perform the required services.
Surveyor, GPS Rover, Total Station, Communication & Safety Equipment
AT THIS TIME, HPG DOES NOT HAVE THE CAPACITY TO ASSIST WITH CONSTRUCTION INSPECTIONS.

Subcontractors: Hydrostructures will have 2 agreements under this project. They will work directly under the prime, W&S as a subcontractors for a portion of the project. And they will have a sub-agreement with HPG to work specific tasks under HPG. W&S will mentor HPG on the best practices for working with subcontractors.

Special Arrangements:
Sub-contractor Agreement addresses tasks and special provisions including anticipated production schedule, data delivery format, progress reporting and safety requirements.

CITY OF COLUMBIA

We Are Columbia

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

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

a. Description of Mentor's responsibilities:
Project Management, Field Data Collection, Smoke Testing, Flow Monitoring, Flow Data Formatting, Surveying, GIS System Data Formatting, Communication

b. Description of Protégé's responsibilities on project:
Data Collection, Data Formatting, Surveying

c. Description of responsibilities that will be completed as a team:
Data Collection, Formatting, Surveying, Safety Training

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

Field Data Collection, approximately 5 months. Additional work will likely be assigned when contingency tasks are identified.

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

Weekly Project meetings and Monthly Progress meetings and reporting

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

To meet or exceed the project tasks, schedules with no cost overruns or accidents.

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

Kickoff meeting, Weekly project management meetings, Monthly Progress Meetings, Reports from all.

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

Monthly as invoices are paid by the City. Billing based on progress.

CITY OF COLUMBIA

We Are Columbia

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

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

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP MBE, WBE, SBE
Hydrostructures	803-563-5237	1725 12th Street Cayce, SC 29033	Weston & Sampson	$ 258,500	N/A
Hydrostructures	803-563-5237	1725 12th Street Cayce, SC 29033	HPG	$ 110,000	N/A

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

Protégé Contract Value:
$ 235,000 (includes $ 125,000 direct to HPG + $110,000 to HPG's sub, Hydrostructures

Percentage of Contract: ~~20%~~ (Minimum of 20% of total contract amount is required)
16.4 %

CITY OF COLUMBIA

We Are 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 Weston & Sampson (Mentor Firm) this 3rd day of February 2016.
Corporate SEAL

By:
Robert L. Horner, PE
Title: Vice President, Program Manager

ATTEST:
By:
Title: Corp Leader

Revised by Weston & Sampson on October 19, 2017:
By:
Title: SC PROGRAM MGR

Attest:
By:
Title: Corp Leader

EXECUTED by HPG and Company (Protégé Firm) this 12th day of February, 2016.
Corporate SEAL

By: Charles F. Sorrell
Title: President

ATTEST:
By: Virginia G. Grace
Title: Vice President

Revised by HPG and Company on _____:
By: Charles F. Sorrell
Title: 10/23/17

Attest: Virginia G. Grace 10/23/17
By:
Title:

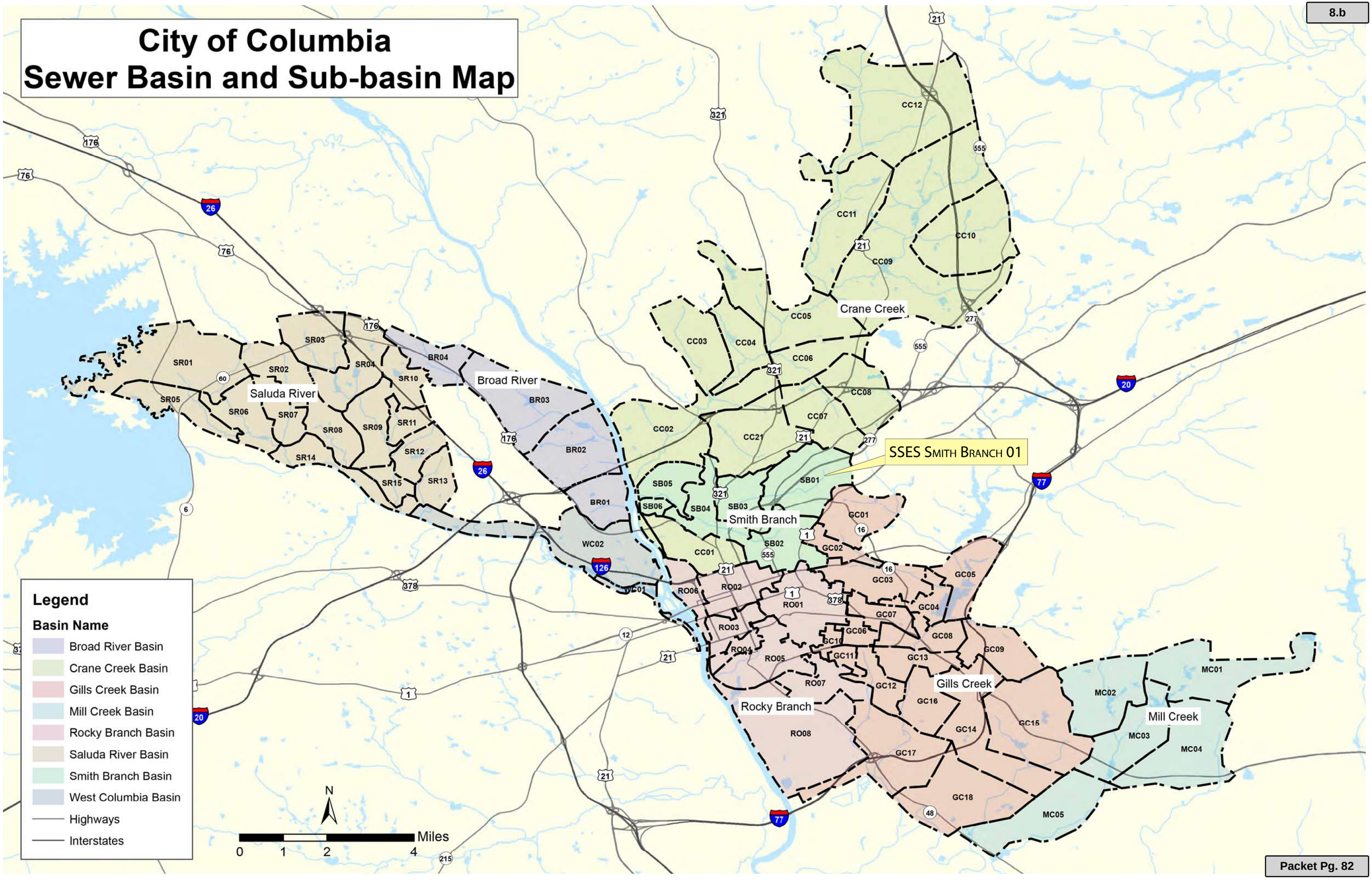
RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 11th day of March, 2016

By: Ayesha Driggers
Title: Compliance Administrator

Revised on 2/28/18:
By: Ayesha Driggers
Title: Compliance Administrator

City of Columbia
Sewer Basin and Sub-basin Map



We Are Columbia

MEETING DATE: **May 1, 2018**

DEPARTMENT: **Procurement and Contracts**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **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.**

REQUISITION NO.: **P167318**

FINANCIAL IMPACT: **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.**

ORIGINAL BUDGET: **$437,686.78**

CLEAN WATER 2020?: **Yes**

STRATEGIC GOALS: **Provide high quality municipal services**

This change order is a request to compensate the contractor for the NASSCO Level II inspection of 1,000 manholes and to rehabilitate 250 manholes primarily with Cementitious liner within the contract area as requested by the City of Columbia. Please see the attached change order for a more detailed description of the additional work.

City Council approved a Contract Renewal in the amount of $1,310,885.00 for this project for FY17-18. The original budgeted amount for this project was $1,500,000. The previous four change orders have resulted in a revised contract amount of $1,378,636.64.

With approval of this Change Order (CO #5) for $437,686.78, the revised purchase order amount will be $1,816,323.42.

ATTACHMENTS:

- **#a:** SS6786(17-18) Annual Sewer Manhole Rehab - CO No 5 approved by legal (PDF)
- #b: SS6786 (17-18) Annual Sewer Manhole Rehab - CO No 5 - Location Map (PDF)

We Are Columbia	CITY OF COLUMBIA PROCUREMENT & CONTRACTS ***For Internal Use Only **PO Change/Modification Order Form**	Contract Number: Procurement Officer: Phone: E-Mail Address: Address:	SS6786(17-18) Sandra Wright (803) 545-3470 sawright@columbiasc.net 1800 Main St., 2nd Floor Columbia, SC 29201

Routing Date: 3 / 20 / 2018

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

DESCRIPTION: SS6786 FY 2017-2018 Contract Change Order #5

DEPARTMENT NAME AND REQUESTOR: Wastewater Management – Matthew Ramsey

CONTRACTOR'S NAME AND ADDRESS: Prism Contractors and Engineers, Inc., 1568 Manufacture Dr., Williamsburg, VA 23185

PURCHASE ORDER NUMBER (if applicable): P167318 CHANGE ORDER # 5

TYPE OF CHANGE (check all applicable boxes):

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

Brief Explanation/Justification: Change requested to add additional manhole inspections and add additional manholes to the rehabilitation scope in order to continue successful project implementation. Funds remain available from the current FY funding code ($38,112.50) and the previous FY funding code ($399,574.28).

Requested Amount of Increase/Decrease: $ *437,686.78 ~~$437,676.78~~ Current PO amount/total: $ *1,378,636.64 ~~1,378,363.64~~

Accounting Information on Original PO: ORG 5529999 OBJ SS678617 658650 (Required)
5529999 SS678616 658650

Funding/Account Info for Change Order: ORG 5529999 OBJ SS678617 658650 (Required)

*TYPOS CORRECTED PER DISCUSSION WITH PROCUREMENT Matt Ramsey 3/27/2018

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

The net funding transaction described by this Change Order is to transfer $399,574.28 from funding source 5529999-SS678616-658650 to funding destination 5529999-SS678617-658650. This transfer will deplete the source fund to $0.00. The net PO modification transaction described by this Change Order is to encumber (increase) PO P167318 by ~~$437,676.78~~ *437,686.78 (encumber $38,112.50 + transfer/encumber $399,574.28.)

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) Superintendent (Title)

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

Recommended for Approval: _____ (Signature) 3/22/18 (Date)

Route this form to the Procurements & Contracts Department

Director of Procurement & Contracts Approval: City Manager Approval Needed: Yes or No

Recommended for Approval: _____ (Signature) 3/28/18 (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 in this manner shall be considered originals.

APPROVED AS TO FORM
4/11/18
Legal Department City of Columbia, SC

INTERNAL PO Modification /CHANGE ORDER (COC 7/21/17Revised)

Columbia Water

Drinking Water • Wastewater • Stormwater

Wastewater Management
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

SS6786(17-18)
ANNUAL CONTRACT FOR REHABILITATION OF SANITARY SEWER MANHOLES
CHANGE ORDER #5
March 20, 2018

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

DESCRIPTION OF CHANGE:
A modification of the Contract Agreement between the City of Columbia (City) and Prism Contractors & Engineers, Inc. (Contractor) is requested in order to allocate remaining funds from the current fiscal year (FY 2017-2018) and funds left over from the previous fiscal year (FY 2016-2017) to work on additional manhole assets. Due to the project award date and notice to proceed issuance mid-fiscal year (December 27, 2016), budgeted FY 2016-2017 funds could not be fully utilized during the timeframe associated with that funding code. The SS6786 contract was extended to FY 2017-2018 with new funding allocated to a new funding code. The SS6786 contract extension amount approved by City Council for FY 2017-2018 was $1,310,885.00.

The Contractor shall provide additional NASSCO Manhole Assessment Certification Program (MACP) Level II inspections of 1000 manholes in the contract area (in addition to 1000 manhole inspections added per P167318 Change Order #2). The Contractor shall report inspection results and recommend rehabilitation needs and methods to the City in accordance with contract documents. These additional inspections will aid in selection of contract renewal work scope during FY 2018-2019.

The Contractor shall also provide rehabilitation of 250 manholes (primarily Cementitious liner installation) in accordance with contract documents and approved rehabilitation recommendations resulting from manhole inspection or City direction. Additional manhole repairs shall also be in accordance with contract documents and approved rehabilitation recommendations resulting from manhole inspection or City direction.

All work associated with this Change Order shall be in accordance the unit prices identified in the SS6786 original contract bid pricing and enhanced by P167318 SS6786(17-18) Change Order #2.

CONTRACT NO.	PROJECT TITLE	CHANGE ORDER NO.
SS6786(17-18)	ANNUAL CONTRACT FOR REHABILITATION OF SANITARY SEWER MANHOLES	5

REASON FOR CHANGE:

The requested change is necessary to add manholes to the work scope to ensure that funds budgeted for the current fiscal year and funds left over from the previous fiscal year due to project scheduling are properly allocated to continue toward the project goal of manhole rehabilitation.

TOTAL COST FOR WORK:

This Change Order will result in:

- Encumbrance of remaining $38,112.50 budgeted to 5529999-SS678617-658650 for SS6786 FY 17-18.
- Funding transfer (and subsequent encumbrance) of $399,574.28 budgeted to 5529999-SS678616-658650 for SS6786 FY 16-17.

This Change Order will add MACP Level II Inspections of 1000 manholes (in addition to 1000 manhole inspections added per P167318 Change Order #2) at a cost of $110.00/manhole for a total cost of $110,000.00.

This Change Order will also add rehabilitation of 250 manholes (primarily Cementitious liner installation) at an average cost of $1,240.00/manhole for a total cost of $310,000.00.

Note: This average cost assumes a standard 4 FT dia. manhole at an average 8 VF manhole depth with Cementitious liner installed at a $155.00/manhole rate for 4 FT dia. manholes.

The remaining $17,686.78 of transferred funds will be encumbered to account for any additional work per the unit prices identified in the SS6786 bid pricing and enhanced by P167318 SS6786(17-18) Change Order #2. Minimal enhancements to the average manhole rehabilitation price may include larger dia. manholes (5 FT or 6 FT are unusual but exist in the project area), repair of bench/invert, resetting of manhole frame/cover, or other unusual but possible repairs identified in the bid list.

FUNDING SOURCE:

Purchase Order Affected By Change: P167318 for SS6786 FY 17-18

Funding Affected By Change: 5529999-SS678616-658650 for SS6786 FY 16-17
5529999-SS678617-658650 for SS6786 FY 17-18

The net PO modification transaction described by this Change Order is to encumber (increase) PO P167318 by $437,686.78 (encumber $38,112.50 + transfer/encumber $399,574.28.)

The net funding transaction described by this Change Order is to transfer $399,574.28 from funding source 5529999-SS678616-658650 to funding destination 5529999-SS678617-658650. This transfer will deplete the source fund to $0.00.

CONTRACT NO.	PROJECT TITLE	CHANGE ORDER NO.
SS6786(17-18)	ANNUAL CONTRACT FOR REHABILITATION OF SANITARY SEWER MANHOLES	5

PREVIOUS CHANGE ORDER SUMMARY:

P167318 SS6786(17-18) Change Order #1

- **Summary:** Correct accounting discrepancy due to SS6787(17-18) Pay App #1 payment from previous FY purchase order
- **PO modification:** Decrease by $83,250.85 to $1,235,634.15

P167318 SS6786(17-18) Change Order #2

- **Summary:** Add new manhole inspections to work scope and clarify pricing for manhole lining
- **PO modification:** Increase by $151,002.50 to $1,386,636.65

P167318 SS6786(17-18) Change Order #3

- **Summary:** Correct discrepancies in PO amount due to administrative error.
- **PO modification:** Decrease by $8,000.01 to $1,378,636.64

P167318 SS6786(17-18) Change Order #4

- **Summary:** Reallocate cost savings from overestimated bid items to add new manholes to rehabilitation scope.
- **PO modification:** No net PO change.

CONTRACTUAL COMPLETION DATE:

Start Date: August 1, 2017 (1st Renewal)
Completion Date: June 30, 2018

CONTRACT NO.	PROJECT TITLE	CHANGE ORDER NO.
SS6786(17-18)	ANNUAL CONTRACT FOR REHABILITATION OF SANITARY SEWER MANHOLES	5

PROPOSED CHANGE AND BASIS FOR PAYMENT:

PO Modifications	
Original PO Amount (P167318):	$1,318,885.00
Previous Change Orders (FY17-18):	
Change Order #1	(-)$83,250.85
Change Order #2	$151,002.50
Change Order #3	(-) $8,000.01
Change Order #4	$0.00
This Change:	* 437,686.78
Change Order #5	~~$437,676.78~~
Revised PO Amount (P167318):	~~$1,816,313.42~~
	* 1,816,323.42

Contract Modifications	
Original Contract Price (FY17-18):	$1,310,885.00
Previous Change Orders (FY17-18):	
Change Order #1	(PO Adjustment Only) $0.00
Change Order #2	$151,002.50
Change Order #3	(PO Adjustment Only) $0.00
Change Order #4	(Redistribution of estimated costs only) $0.00
This Change:	* 437,686.78
Change Order #5	~~$437,676.78~~
Revised Contract Price (FY17-18):	* ~~$1,899,564.28~~ 1,899,574.28

*TYPOS CORRECTED PER DISCUSSION WITH PROCUREMENT. Matt Ramsey 3/27/2018

CONTRACTOR ACCEPTANCE:

This change is acceptable.

Prism Contractors & Engineers, Inc.:

Signature: _____ Name (Printed): David Reaves Date: 3/22/2018

Title: President

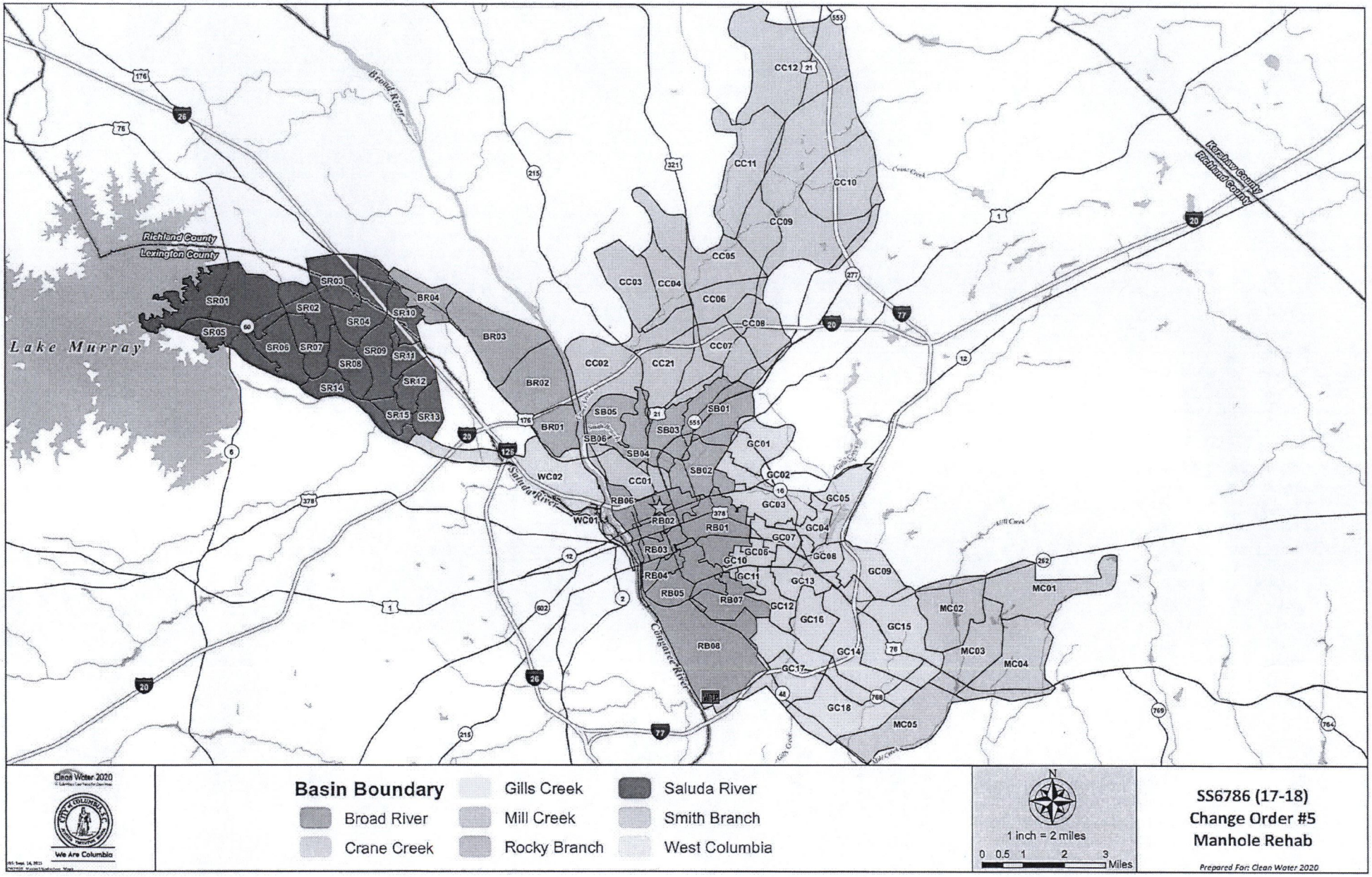
CITY OF COLUMBIA APPROVAL:

Signature: _____ Name (Printed): Matthew Ramsey Date: 3/22/2018

Title: Wastewater Project Manager

Signature: _____ Name (Printed): Robert Judy Date: 3-22-18

Title: Wastewater Superintendent


Lake Murray
Richland County
Lexington County
Kershaw County
Richland County
Broad River
Saluda River
Congaree River
Gills Creek
Mill Creek
Crane Creek
SR01
SR02
SR03
SR04
SR05
SR06
SR07
SR08
SR09
SR10
SR11
SR12
SR13
SR14
SR15
BR01
BR02
BR03
BR04
WC01
WC02
CC01
CC02
CC03
CC04
CC05
CC06
CC07
CC08
CC09
CC10
CC11
CC12
CC21
SB01
SB02
SB03
SB04
SB05
SB06
RB01
RB02
RB03
RB04
RB05
RB06
RB07
RB08
GC01
GC02
GC03
GC04
GC05
GC06
GC07
GC08
GC09
GC10
GC11
GC12
GC13
GC14
GC15
GC16
GC17
GC18
MC01
MC02
MC03
MC04
MC05
Clean Water 2020
We Are Columbia
Basin Boundary
Broad River
Crane Creek
Gills Creek
Mill Creek
Rocky Branch
Saluda River
Smith Branch
West Columbia
N
1 inch = 2 miles
0 0.5 1 2 3 Miles
SS6786 (17-18)
Change Order #5
Manhole Rehab
Prepared For: Clean Water 2020

The City of Columbia, SC
Annual Contract for Rehabilitation of Sanitary Sewer Manholes
Contract Number: SS-8788(18)
Schedule of Prices

BIDDER MUST FILL IN THE UNIT PRICES AND COMPUTE THE TOTALS

ITEM NO	DESCRIPTION OF SCHEDULED ITEM	UNIT PRICES Dollars/Cents	ESTIMATED QTY/UNIT OF MEASURE		TOTAL PRICE Dollars/Cents
	PART C - REHABILITATION				
C - 124	Remove and Replace Standard Sewer Manhole Frame and Cover for 24-inch Diameter Riser (Section 02763)	$750.00	126	EA	$94,500.00
C - 126	Remove and Replace Manhole Frame and Cover with Standard Watertight Manhole Frame and Cover (Section 02763)	$950.00	8	EA	$7,600.00
C - 127	Remove and Reset Existing Manhole Frame and Cover	$500.00	16	EA	$8,000.00
C - 128	Furnish and Install Flexible Entrance Seal, 24-inch (Section 02763)	$400.00	480	EA	$192,000.00
C - 130	Install or Remove and Replace Internal Manhole Drop Connections, All Sizes (Section 02622)	$220.00	23	EA	$5,060.00
C - 131	Repairing and Rebuilding Inverts, Benches, Walls, and Chimneys in Manholes (Section 02763)	$350.00	105	EA	$36,750.00
C - 132	Patching, Filling, and Repairing Cracks and Spalls in Manholes (Section 02763)	$100.00	132	EA	$13,200.00
C - 134	Sewer Manhole Connections Lining, 4-ft Dia. Manhole (Section 02763)	$155.00	5,495	VF	$851,725.00
C - 135	Sewer Manhole Drop Connection Lining, 4-ft Dia. Manhole (Section 02763)	$175.00	471	VF	$82,425.00
C - 148	Gathering Manhole GIS Data in the Field (Section 00312)	$25.00	785	EA	$19,625.00
	PART C - REHABILITATION (Items C-1 through C-148) =		$1,310,885.00		

Ramsey, Matthew M

From: Judy, Robert L
Sent: Wednesday, November 15, 2017 3:06 PM
To: Ramsey, Matthew M
Subject: Fwd: [EXTERNAL] Pricing for Manhole Inspections

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: David Reaves <dreaves@prismce.com>
Date: 11/15/17 11:46 AM (GMT-05:00)
To: "Judy, Robert L" <rljudy@columbiasc.net>
Subject: [EXTERNAL] Pricing for Manhole Inspections

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Mr. Judy,

Prism Contractors & Engineers, Inc. can provide manhole inspections for the City of Columbia for **$110/manhole**. This work will conform to all requirements as outlined by your engineer CDM Smith. Therefore, inspection of 500 manholes would cost $55,000. Please let me know if you have any questions.

Thanks!

Dave

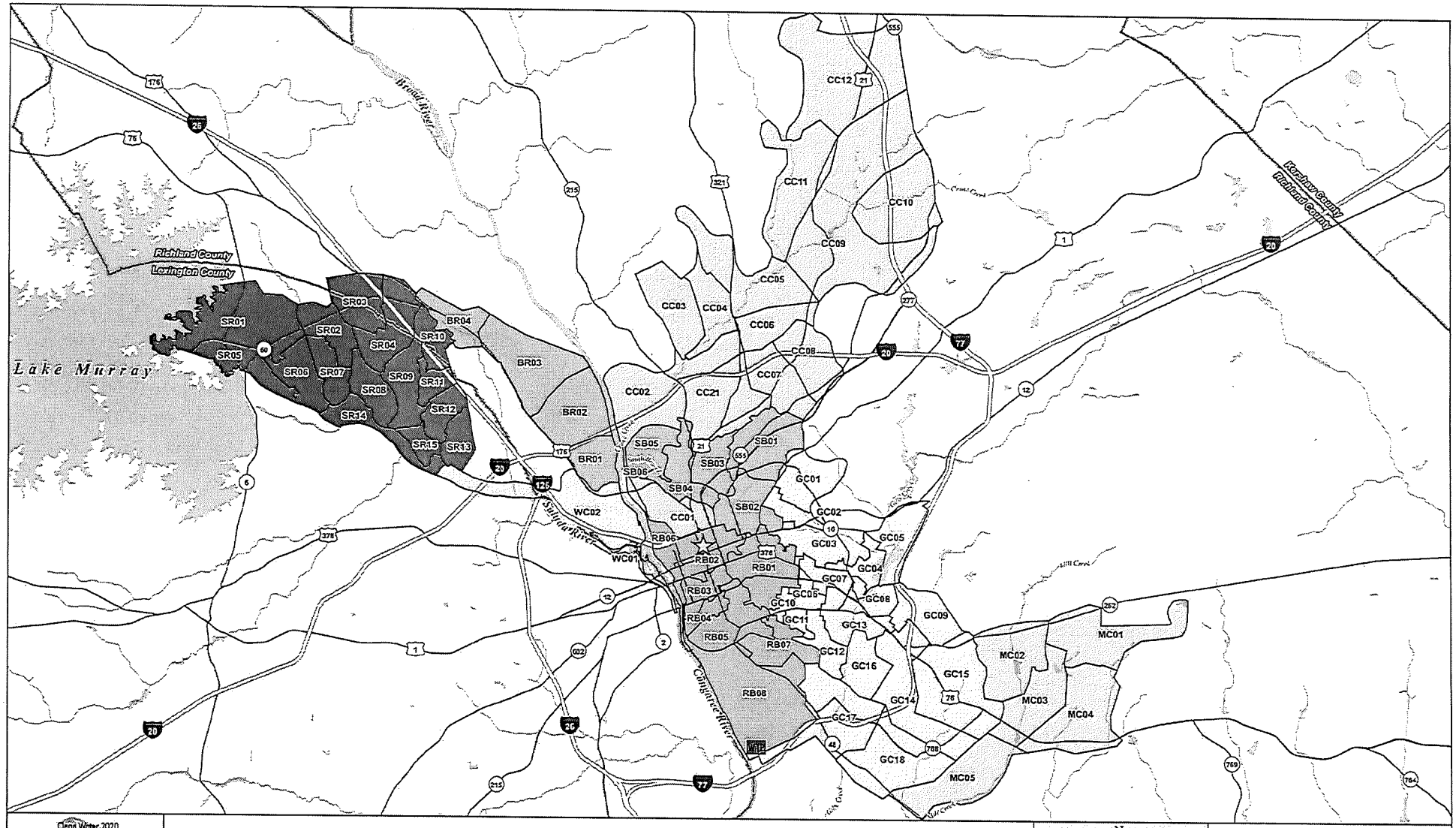
I have the strength for everything through him who empowers me. Philippians 4:13

CELEBRATING 20 YEARS 1997-2017

David A. Reaves, P.E., L.S.
Founder & President
Prism Contractors & Engineers, Inc.

Corporate Headquarters
1568 Manufacture Drive
Williamsburg, Virginia 23185

Office (757) 874-5670
Fax (757) 874-5671
Cell (757) 876-1021
www.prismce.com



Clean Water 2020

We Are Columbia

Basin Boundary

- Broad River
- Crane Creek
- Gills Creek
- Mill Creek
- Rocky Branch
- Saluda River
- Smith Branch
- West Columbia

N

1 inch = 2 miles

0 0.5 1 2 3 Miles

SS6786 (17-18)
Change Order #5
Manhole Rehab

Prepared For: Clean Water 2020

We Are Columbia

MEETING DATE:	**May 1, 2018**
DEPARTMENT:	**Procurement and Contracts**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**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. This firm is located in Little Mountain, SC.**
PURPOSE:	**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:** **InsituformTechnologies 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.**
REQUISITION NO.:	**R187300**
FINANCIAL IMPACT:	**Funding Source: 5529999-658650; Water & Sewer Capital Improvement Project. The original budgeted amount is $8,499,344.00.**
ORIGINAL BUDGET:	**$8,499,344.00**

BUSINESS PROGRAM: **Mentor Protege Program**

CLEAN WATER 2020?: **Yes**

STRATEGIC GOALS: **Provide high quality municipal services**

There were a total of 4 bids received for this project. The low bid, $5,990,377.10, was submitted by IPR Southeast of Stone Mountain, GA, who was not an LBE. The second lowest bid, $6,265,775.05, was submitted by McClam & Associates, Inc. of Little Mountain,SC, who is a certified LBE. The attached Compliance Review indicates the bid of McClam & Associates was within 5% of the lowest bidder who was not a LBE and therefore McClam has the option to accept the project as a certified LBE at the lowest bidder's price. McClam & Associates invoked their privilege under the LBE policy and accepted the project at the lowest bidder's price of $5,990,377,10.

The total construction time allocated for this project is three hundred ninety-five (395) consecutive calendar days after the commencement date specified in the Notice to Proceed. The total construction time includes the following milestones: Substantial completion shall be three hundred sixty-five (365) consecutive calendar days from the date of commencement as described above. Final completion shall be three hundred ninety-five (395) consecutive calendar days from the date of commencement as described above.

ATTACHMENTS:

- **#a:** 4 Bid037 Legal Approved Contract (PDF)
- #b: 1 Bid037 Bid Tabulation (PDF)
- #c: 3 Bid037 Compliance Review & Approval and Business Information Record (PDF)
- #d: 2 Bid037 Engineer Recommendation and Site Map (PDF)

CONTRACT

City of Columbia, South Carolina

CIP #SS7362

Project: Smith Branch Basin Phase 1 Sewer Rehabilitation

Bid #037-17-18-DS

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **McClam & Associates, Inc.** with legal address and principal place of business at **1642 Holy Trinity Church Road, Little Mountain, SC 29075**, 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 Weston and Sampson.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **three hundred sixty-five (365)** 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 ninety-five (395)** 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 **Five Million, Nine Hundred Ninety Thousand, Three Hundred Seventy-Seven Dollars and Ten Cents ($5,990,377.10)**.

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 beyond the date set for substantial completion and **One Thousand Dollars and Zero Cents ($1,000.00)** 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, Part 17 "Specifications for Sanitary Sewer", Part 20 "Sodding, Fertilizing and Seeding", the Mentor Protégé Program (MPP).

9.2.7 Special Provisions.

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

9.2.9 Drawings, numbered C-100, C-200, Manhole Rehabilitation Maps Pages 1 through 16, inclusive, Main Line Rehabilitation Maps Pages 1 through 16, inclusive, Service Line Rehabilitation Maps Pages 1 through 16, inclusive, C-500 Construction Details; and C-501 Erosion and Sediment Control, Manhole Rehabilitation Table Pages 1 through 4, Main Line Rehabilitation Table Pages 1 through 7, Service Line Rehabilitation Table Pages 1 through 12, inclusive. All drawings dated January 2018.

9.2.10 Addenda number 1 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	Owner
McClam & Associates, Inc.	City of Columbia, SC
BY J. R. McC	BY
	Teresa Wilson, City Manager
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest Z McC	Attest
Address for giving notices:	Address for giving notices:
McClam & Associates, Inc.	Department of Procurements and Contracts
1642 Holy Trinity Church Road	1800 Main Street, 2nd Floor
Little Mountain, SC 29075	Columbia, SC 29201
Date: 4-4-2018	Date:

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

APPROVED AS TO FORM
4/9/18
Legal Department City of Columbia, SC

Event Number	BID037-17-18-DS Addendum 1	**Organization**	City of Columbia, SC
Event Title	Smith Branch Basin Phase I Sewer Rehabilit	**Workgroup**	Purchasing
Event Description	Pre Bid Conference will be held on February	**Event Owner**	Debbie Scott
Event Type	IFBs	**Email**	dlscott@columbiasc.net
Issue Date	2/7/2018 08:00:00 AM (ET)	**Phone**	
Close Date	2/28/2018 10:00:00 AM (ET)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
URSource Contracting, LLC	West Columbia	SC	2/14/2018 02:20:09 AM (ET)	0	$0.00
IPR Southeast LLC (Allyson Jone	Stone Mountain	GA	2/28/2018 08:42:38 AM (ET)	1	$5,990,377.10
Vacvision Environmental, LLC	Greenville	SC	2/28/2018 09:48:32 AM (ET)	1	$6,116,319.60
mcclam & associates inc	little mountain	SC	2/28/2018 09:20:22 AM (ET)	1	$6,265,775.05
Layne Inliner, LLC	Tucker	GA	2/28/2018 09:58:32 AM (ET)	1	$7,271,420.90

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

The low bidder made an error in the extension of price for Line Item C-117b. It is noted in the solicitation that the unit price prevails, so the extension price for Line Item C-117b has been adjusted to reflect the correct extension price. This resulted in the Response Total for the low bidder, IPR Southeast being changed from $5,987,377.10 to $5,990,377.10.

Submit Responses Online using the City of Columbia's online bidding system, eBidcolumbiasc Phone Number: (803)545-3470	CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT

Date: February 7, 2018	Bids will be opened at 10:00 A.M. on 2 / 28 / 18 and may not be withdrawn within 60 days after such date and time.	Bid No: 037-17-18-DS

Bid Title: Smith Branch Basin Phae I Sewer Rehabilitation (SS7362)

Vendor: McClam & Associates Inc.

Vendor Mailing Address: 1642 Holy Trinity Church Rd

City-State-Zip: Little Mountain SC 29075

Telephone No: 803-345-9194

Fax No: 803-345-5362

General Contractor License Number: 610203

Reason For No Bid:

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

J McClam
AUTHORIZED SIGNATURE (MANUAL)

Jesse McClam / Project Mgr
AUTHORIZED SIGNATURE/TITLE (TYPED)

jmcclam@mcclam.net
E-MAIL ADDRESS

General Conditions

Electronic Bids: All bids must be submitted online at eBidcolumbiasc. Bids not submitted on the eBidcolumbiasc system may be rejected. All bids are subject to the conditions specified herein. Those bids that do not comply with these conditions may be rejected.

1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.

2. NO BID: If not submitting a bid, respond by indicating no-bid using eBidcolumbiasc and explain the reason in the space provided for comments.

3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not submitted timely may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of eBidcolumbiasc. Bid tabulations will not be provided by telephone.

4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.

A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate.

E. Invoicing & Payment: The successful bidder shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement and Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order issued and signed by the City Purchasing Agent.

CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Ayesha Driggers, Compliance Administrator

FROM: Debbie L. Scott, Construction Procurement Specialist
Department of Procurement and Contracts

DATE: February 28, 2018

SUBJECT: PROJECT: BID#037-17-18-DS SMITH BRANCH BASIN PHASE I SEWER REHABILITATION (SS7362)

Bids for this project were opened publicly at 10:00 a.m., February 28, 2018 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were in participation with the Mentor Protege Program and the Local Business Enterprise Policy. The apparent *responsive* low bidder is IPR Southeast, LLC, however McClam and Associates, Inc. could be considered under the LBE provisions. I have attached the Bid Analysis for the project, bid responses from IPR Southeast and McClam & Associates

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

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

Thank You.

Review Approved: Juliet Kelly **DATE:** 3/1/18
Ayesha Driggers Compliance Administrator

*Approved with noted changes.

Local Business Enterprise Policy Project Calculation

If a Non-LBE is the Apparent Low Bidder:

(A) $ 5,987,377.10	Bid Amt. Apparent Non-LBE Lowest Bidder
Firms Name: IPR Southeast LLC	
	/ Divided by
B) $ 6,265,775.05	Bid Amt. Next Lowest LBE Certified Bidder
Firms Name: McClam & Associates	

= (C) : 95.55 %

If % (C) is within 95% - 99.99% then the next Lowest LBE Certified Bidder (B) is given the option to match the Apparent Non-LBE Lowest Bidder's (A) offer and be awarded the project.

LBE can only lower their bid offer by a maximum of $500,000.
Difference is between the 2 bids is $278,397.95.
The LBE Bid is within the 500,000 maximum.

IPR Southeast LLC is the apparent Non LBE Lowest Bidder. The next lowest LBE certified bidder is McClam & Associates. The LBE Preference Policy does apply as the two bids are within the 5 % and it is within the 500,000.00 maximum amounts.
Please contact McClam & Associates to see if they agree to match the apparent Lowest Bidders Price at $5,987,377.10. If they agree to lower their Bid, then they will be the apparent lowest LBE bidder. If they do not then IPR Southeast LLC is the apparent lowest Bidder.

M:\Util&Eng\Compliance\CP_Staff\LBE\LBE_2011Active\LBE 2011\LBE Procedures

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
Insituform Technologies 1819 John Moore Rd Monroe, NC	Sam Trawick 704-296-5110	CIPP	$1,578,641.60	26 % 25%	n/a	n/a
Intech Coating Consultants 1-51509 Range Rd 224 Sherwood Park, Alberta, Canada	Tim Davis 770-722-6463	Manhole Rehabilitation	$126,800.00	2 %	n/a	n/a
Compliance Envirosystems 1401 Seabord Dr Baton Rouge, LA	Bill Parrott 225-769-2933	CCTV	$236,289.20	4 %	n/a	n/a
BLD Services 2424 Tyler St Kenner, LA	Nick Hollabough 504-466-1344	Lateral CIPP	$1,688,000.00	28 % 27%	n/a	n/a
				%		

TOTAL: $ 3,629,730.80

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

Business Name: McClam & Associates Inc.

Representative Name / Title: Jesse McClam / Project Mgr

Date: 2/28/2018

CITY OF COLUMBIA

We Are 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
Insituform Technologies	704-296-5110	1819 John Moore Rd Monroe, NC	McClam & Associates	$1,578,641.60	n/a	26% -25%
Intech Coating Consultants	770-722-6463	1-51509 Range Rd 224 Sherwood Park, Alberta Canada	McClam & Associates	$126,800.00	n/a	2%
Compliance Envirosystems	225-769-2933	1401 Seabord Dr Baton Rouge, LA	McClam & Associates	$236,289.20	n/a	4%
BLD Services	504-466-1344	2424 Tylor St Kenner, LA	Patriot Construction Company	$1,688,000.00	n/a	28% -27%

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: $1,262,500.00

Percentage of Contract: 20% (Minimum of 20% of total contract amount is required)

City of Columbia
Qualification Statement
Local Business Enterprise (LBE)
(DEPARTMENT OF UTILITIES & ENGINEERING)

Revised 10.15.14

By checking all boxes below, I certify that **My Company** meets all of the following qualifications to be eligible for the local vendor preference. I understand qualifications ***will*** be researched and verified by the Compliance Team. The City reserves the right to audit the company's qualifications for the local vendor preference as the City deems necessary and re-certify the company at least once every four years. A company must be certified PRIOR to bid openings. Yes, my company:

☑ Is independently owned and operated (Ownership of a local business must be direct, independent, and by individuals and/or other businesses within the Columbia-Newberry CSA. Company owner **must** provide document verification of local residency. (Copy of driver's License, utility bill, most current individual or corporate state and/or federal tax return).

☑ Is in good standing with State of South Carolina (LBE firm must be in good standing with the State of South Carolina regarding its payments of taxes and required business licenses).

☑ Has a business license in one of the 7 counties making up the CSA jurisdiction.

☑ Has at least one year of presence within the CSA Jurisdiction (LBE must have presence within any of the 7 CSA jurisdictions for at least one year prior to applying for LBE Certification issued by the City of Columbia).

7 CSA Jurisdictions include: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Richland and Saluda.

☑ Has at least 50% of employees residing within any of the 7 CSA jurisdictions. Applicant must attach a list of all owner/employee addresses and submit with this Qualification Statement - - *Names are optional, give street address, city, state & zip. (This rule applies to full-time, part-time and contract employees.)*

Note: Term of certification: Certification is valid for a period of 4 years from issue date. 30 days prior to expiration the LBE firm may submit documentation to re-certify.

Company Name: McClam & Associates, Inc.

Address: 1642 Holy Trinity Church Rd. Little Mountain SC 29075 **Type of Products or Services:** Construction.

Please self-identify ownership as one: Minority___ **Women-owned**___ **Other** X **(tracking purposes only)**

Current Business License Number: G10203 **County?** Newberry

Phone Number: 803 345-9194 **Email:** Cwbye@mcclam.net **COC Vendor #** V004745

I certify with my signature below that all of the information given above is true and accurate to the best of my knowledge. I also recognize that by signing that any false information indicated above may lead to penalties or sanctions.

Owner's Name: JR McClam (Print) J.R. McC (Signature)

NOTARY - Sworn to before me this 15th **day of** July **20** 15

Notary Public for the State of South Carolina **My Commission Expires:** Sep 17 2020

Notary Name: C. Wayne Bye (Print) C. Wayne Bye (Signature)

Please submit this **ORIGINAL** document to:
Department of Utilities and Engineering
Attn: LBE Administrator / Team
PO Box 147 / 1136 Washington Street, 5th Floor
Columbia, SC 29217

Tel: (803) 545-3049
Fax: (803) 545-4130
Email: agdriggers@columbiasc.net

☑ Qualified / ☐ Not Qualified: Ayesha Driggers (Compliance Authorized Signature) Date: 7-17-15

Columbia Water

Drinking Water • Wastewater • Stormwater

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 22, 2018

Subject: SS7362 – Smith Branch Phase 1 Sewer Rehabilitation
Recommendation of Award

As you are aware, the City of Columbia received competitive bids for SS7362 – Smith Branch Basin Phase I Sewer Rehabilitation on February 28, 2018. The four received bids are listed below:

Responsive Bidders	
IPR Southeast, LLC	$5,990,377.10 (Non-LBE Bidder)
McClam & Associates, Inc	$6,265,775.05 (LBE Certified Bidder)
Layne Inliner, LLC	$7,271,420.90
Unresponsive Bidder	
Vacvision Environmental, LLC	$6,116,319.60 (Not Listed as MPP Contractor)

The responsive bid tabulations have been reviewed and we find no issues with the three responsive bids provided. The responsive low bidder is IPR Southeast, LLC, however, McClam & Associates was within 5% of the low bidder and is a LBE Certified Bidder. Based on the LBE Preference Policy, McClam & Associates was contacted and agreed to match the lowest bidder price at $5,990,377.10. We

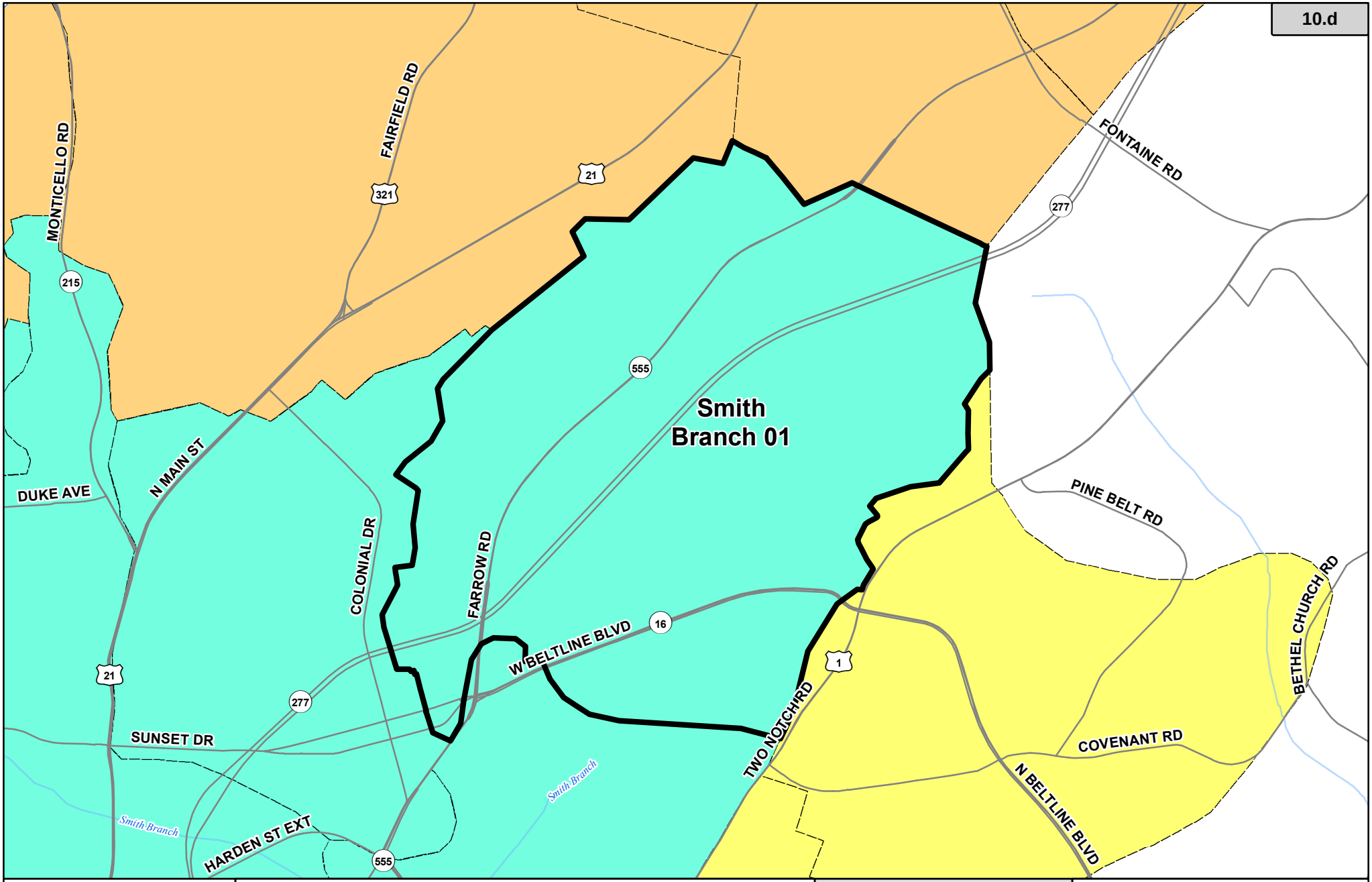
recommend awarding this contract to McClam & Associates, Inc. in the amount of $5,990,377.10.

Sincerely,

John Riggs, P.E.
Wastewater Project Manager

Attachments:

- SS7362 Compliance Review Memo
- Email Correspondence with McClam and Associates



Clean Water 2020
Columbia's Clear Vision For Clean Water

We Are Columbia

Crane Creek

Gills Creek

Smith Branch

N

1 inch = 2,000 feet

0 1,000 2,000 3,000 Feet

SS7362
Smith Branch
Basin SB01
Sewer Rehabilitation
Pr

Prepared For:

PJA: November 29, 2017
Production_Maps\ProjectLocation_Maps\CIP\SS7362

We Are Columbia

MEETING DATE: **May 1, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

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

PURPOSE: **First reading was given on April 17, 2018.**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2018-003 Encroach Park 7 - 1015 Assembly (PDF)

HISTORY:

04/17/18	**Columbia City Council**	**APPROVED ON FIRST READING**

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2018-003

Granting and encroachment to CD/Park7 Columbia SC High Rise Owner, LLC for the use of the right of way areas of the 1000 block of Assembly Street, 1000 block of Pendleton Street and 1000 block of Park Street for the installation and maintenance of sidewalks, driveways, retaining walls, landscaping and irrigation adjacent to its building at 1015 Assembly Street, Richland County TMS#08916-09-08

WHEREAS, CD/Park7 Columbia SC High Rise Owner, LLC (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1000 block of Assembly Street, 1000 block of Pendleton Street and 1000 block of Park Street adjacent to its building at 1015 Assembly Street for the installation and maintenance of concrete sidewalks approximately (875') eight hundred seventy-five feet in length varying in width between (7') seven feet and (8') eight feet, a driveway approximately (25') twenty-five feet in length (24') twenty-four feet in width, a driveway approximately (20') twenty feet in length (21') twenty-one feet in width driveway, driveway approximately (21') twenty-one feet in length (16') sixteen feet in width, brick retaining wall approximately (35') thirty-five feet in length (2') two feet in width (3) three feet in height, concrete steps (5') five feet in length (10') ten feet in width, landscaping and irrigation, as shown on the attached drawing; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2018, that the grantee is hereby granted the right to use the right of way area of the 1000 block of Assembly Street, 1000 block of Pendleton Street and 1000 block of Park Street adjacent to its building at 1015 Assembly Street for the installation and maintenance of concrete sidewalks approximately (875') eight hundred seventy-five feet in length varying in width between (7') seven feet and (8') eight feet, a driveway approximately (25') twenty-five feet in length (24') twenty-four feet in width, a driveway approximately (20') twenty feet in length (21') twenty-one feet in width driveway, driveway approximately (21') twenty-one feet in length (16') sixteen feet in width, brick retaining wall approximately (35') thirty-five feet in length (2') two feet in width (3) three feet in height, concrete steps (5') five feet in length (10') ten feet in width, landscaping and irrigation, as shown on the attached drawing; and,

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Landscaping to be maintained by property owner.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

8. Lighting standards to be reviewed and approved by Traffic Engineering and Planning.

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, his successors and assigns.

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of $600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

CITY COUNCIL
ENCROACHMENT SUMMARY
2018-0003

1015 ASSEMBLY STREET
1000 BLOCK OF ASSEMBLY STREET, 1000 BLOCK OF PENDLETON STREET AND 1000 BLOCK OF PARK STREET
CD/PARK7 COLUMBIA SC HIGH RISE OWNER, LLC

STREETSCAPE IMPROVEMENTS

Subject Property:	1015 Assembly Street, TMS#08916-09-08
Council District:	2
Proposal:	Request approval for the installation and maintenance of sidewalks, driveways, retaining walls, landscaping and irrigation, as shown on the attached drawing.
Applicant:	CD/Park7 Columbia SC High Rise Owner, LLC
Staff Recommendation:	Approval.
Conditions:	1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Landscaping to be maintained by property owner. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Lighting standards to be reviewed and approved by Traffic Engineering and Planning.

Detail:	The applicant is requesting an encroachment ordinance to installation and maintenance of concrete sidewalks approximately eight hundred seventy-five (875’) in length varying in width between seven (7’) feet and eight (8’) feet, a driveway approximately twenty-five (25’) feet in length twenty-four (24’) feet in width, a driveway approximately twenty (20’) feet in length twenty-one (21’) feet in width driveway, driveway approximately twenty-one (21’) feet in length sixteen (16’) feet in width, brick retaining wall approximately thirty-five (35’) feet in length (2’) two feet in width three (3’) feet in height, concrete steps five (5’) feet in length ten (10’) feet in width, landscaping and irrigation, all as shown on the attached drawings.

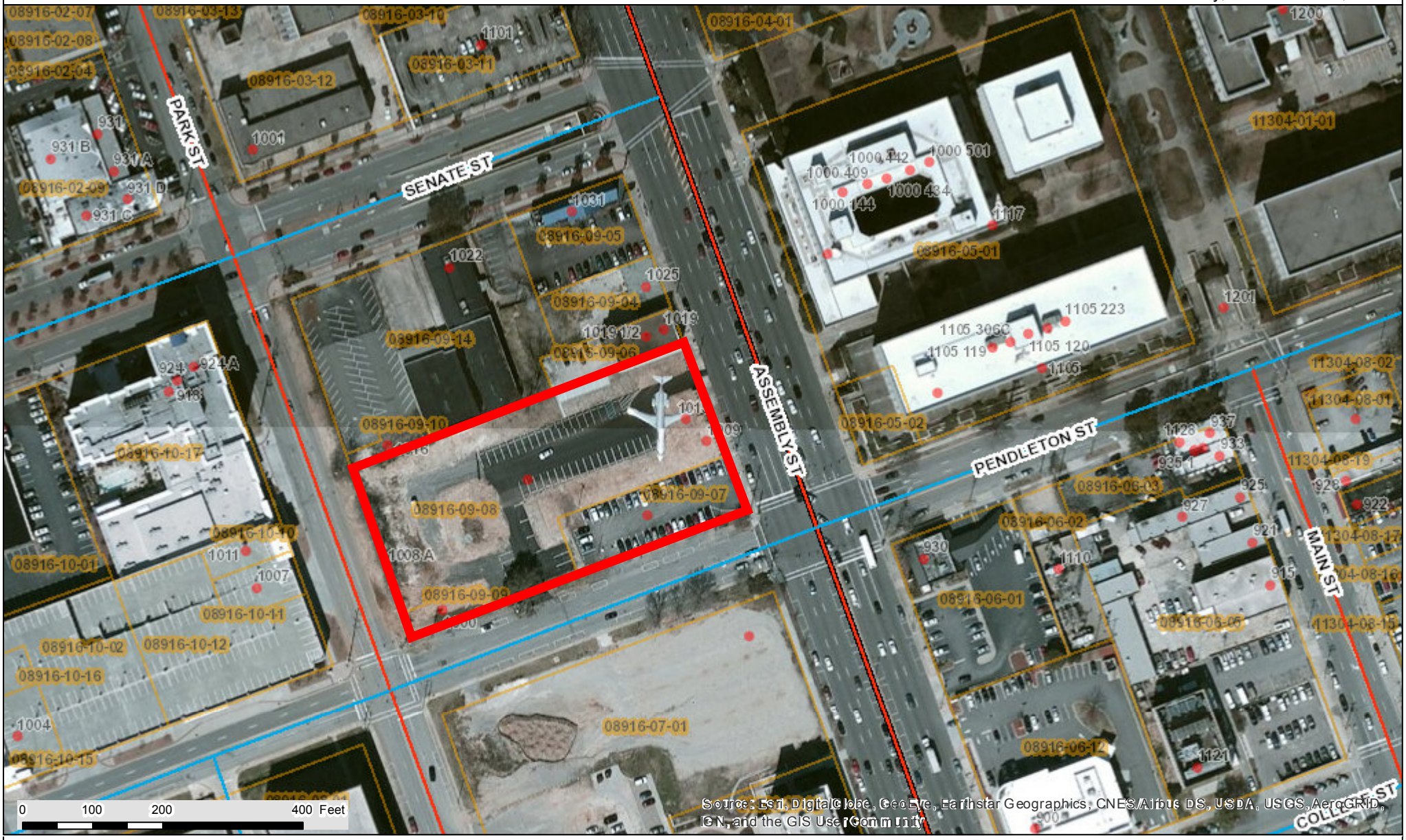
CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development	Recommend approval.

Streets	Recommend approval.
Utilities & Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Fire Department	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.

City of Columbia

1015 Assembly Street - Park7 Encroachment

Tuesday, November 01, 2016



CITY OF COLUMBIA GIS DATA DISCLAIMER

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

We Are Columbia

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

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to $600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-343-8779; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: 10/31/2016 Property Owner: CD/Park7 Columbia SC High Rise Owner, LLC

Applicant's Name if different from Property Owner: _____

Contact Information: Telephone Number: 203-246-7474 Fax Number: _____

Mailing address: 461 Park Avenue S., Floor 4, New York, NY 10016 E-mail address: jgreenhaw@park7group.com

Business Name/Development Name for Encroachment:

Encroachment type: X Wall ___ Fence ___ Columns X Steps X Irrigation System X Landscaping X Driveway X Pavers X Sidewalk/Walkway Planters ✗ Awning ✗ Underground Utilities Other:

Dimensions (height/width/length): (i.e. 6'x42' wooden privacy fence; two 12'x4'x3' concrete steps) Bldg canopies, doors, steps & retaining wall encroach into Park St ROW near Pendleton St. Sidewalk, driveways, landscaping, irrigation, & underground utilities encroach into Assembly, Pendleton, and Park St ROWs. See Plans.

Construction material: Varies. See Landscape Plans & Architectural Plans.

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

Hours/days of operation for outdoor dining: No outdoor dining proposed for this project.

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

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

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

Name/Title:
Date:

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

Name/Title:
Date: SPM 10-31-16

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

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-343-8779	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jlthompson@columbiasc.net
Fanessa Pinckney	Development Services (Permits)	803-545-3420	803-733-8699	fcpinckney@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Robert Harkins	Development Services (Plans Review)	803-545-3420	803-733-8647	rlharkins@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweat	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddbrewer@columbiasc.net
Sara Hollar	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	sehollar@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
David Koon	Fire Department	803-545-3701	803-401-8839	cfdgkoon@columbiasc.net
John David Spade	Parking Services	803-545-3070	803-733-8523	spade@columbiasc.net

LR: 7/2014

GENERAL NOTES

1. EXISTING ECOLOGY AND AESTHETICS WILL OFTEN CAUSE ADJUSTMENT OF THESE PLANS TO FIT THE SITE. STAKE-OUT BY THE CONTRACTOR AND ADJUSTMENT BY THE LANDSCAPE ARCHITECT IS ABSOLUTELY NECESSARY.

2. LOCATIONS OF THOSE UTILITIES SHOWN ARE APPROXIMATE AND FOR INFORMATION PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXACT LOCATION OF ALL UTILITIES WHETHER SHOWN OR NOT SHOWN ON THESE PLANS, AND SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE RESULTING FROM THE FAILURE TO DO SO. CONTACT PALMETTO UTILITY PROTECTION SERVICE AT 1-888-721-7877 AT LEAST 72 HOURS PRIOR TO COMMENCING CONSTRUCTION.

3. CONTRACTOR SHALL INFORM LANDSCAPE ARCHITECT IF PROPOSED DESIGN IS IN CONFLICT WITH EXISTING OR PROPOSED UTILITIES. CONTRACTOR SHALL COORDINATE WITH LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION TO ADJUST PROPOSED DESIGN OR UTILITIES AS NECESSARY TO RESOLVE CONFLICTS.

4. BASE PLAN DATA DERIVED FROM SITE SURVEY, PROVIDED BY COX AND DINKINS DATED 3/25/15

5. ALL PLANTINGS TO BE MECHANICALLY IRRIGATED.

LANDSCAPE PLAN NOTES 7.28.2016

PROJECT AREA
2.06 ACRE @ 30 UNITS/ACRE — **REQUIRED DENSITY FACTOR: 61.8**

PROTECTED TREES REMOVED (UNITS) — **43.2**

TREE #	DBH	SPECIES	CONDITION	UNITS
1	36"	OAK	POOR (50%)	42.6
2	28"	PECAN	AVERAGE (85%)	25.8

NOTE: OAK TREE HAS BEEN CUT FOR OVERHEAD LINES AND PECAN FOR OVERALL HEALTH . OVERALL TREE VALUE HAS BEEN REDUCED ACCORDINGLY.

EXISTING TREES TO REMAIN (UNITS) — **0.0**

NONE

TOTAL REQUIRED TREE (UNITS) — **105.0**

PROPOSED TREES (UNITS) — **70.0**

QUANTITY	DBH	SPECIES	DFU	UNITS
22	2"	CHINESE PISTACHE	1.0	22.0
6	2"	RIVERBRICH	1.0	6.0
4	2"	EASTERN REDBUD	1.0	4.0
9	2"	JAPANESE MAPLE	1.0	9.0
8	3"	EUROPEAN HORNBEAM	1.5	12.0
17		SABAL PALMETTO	1.0	17.0

SUMMARY

TOTAL REQUIRED TREE (UNITS) — **105.0**
TOTAL TREES PROVIDED (UNITS) — **70.0**
SITE DEFICIT(UNITS) — **35.0**

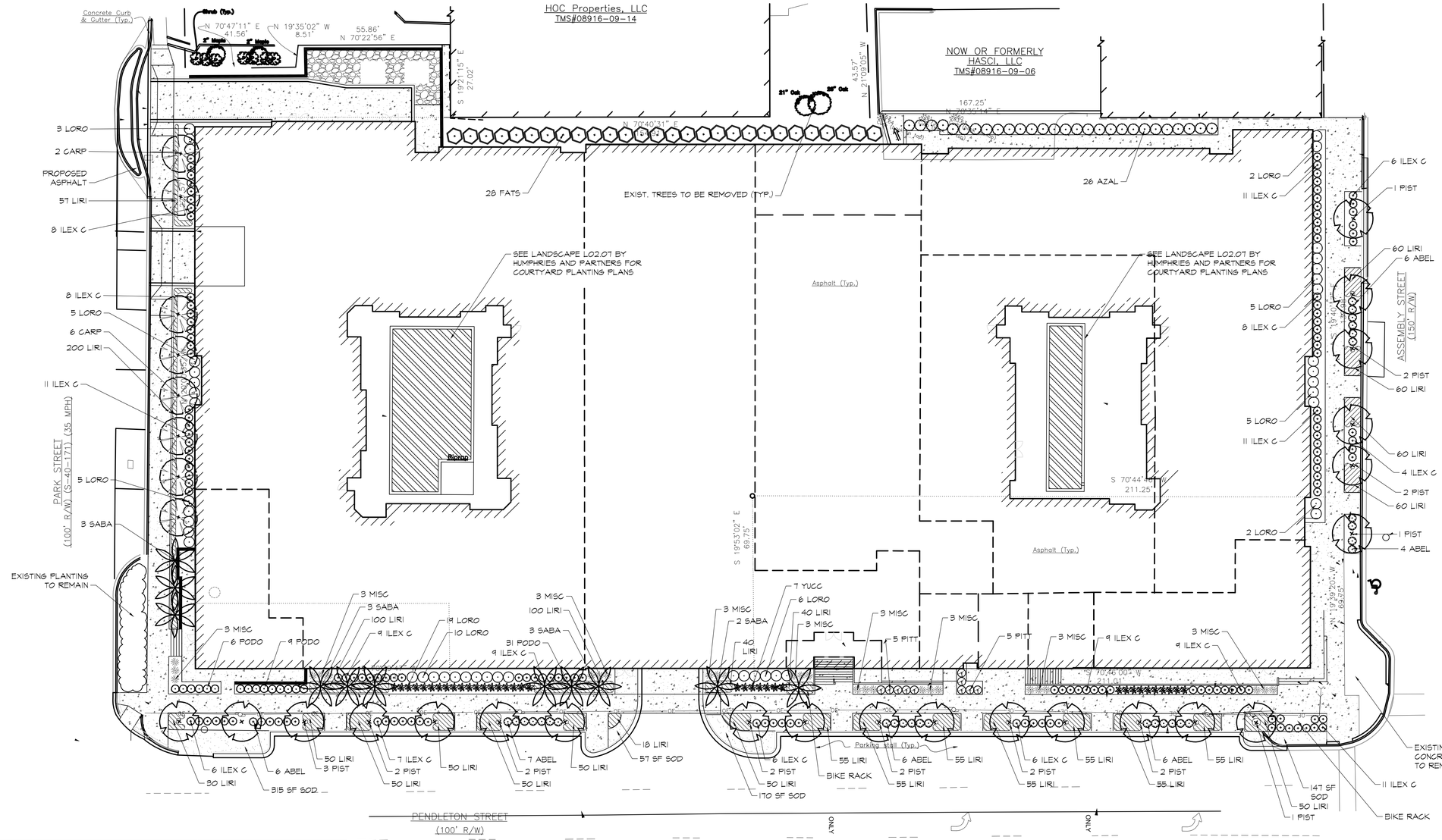
TOTAL REQUIRED TREE (UNITS) — **35**
TOTAL REQUIRED TREES — **18**

QUANTITY	DBH	SPECIES	DFU	UNITS
18	4"	N/A	2.0	**36.0**

18 TREES AT $548.33 EA. x 125% — ± **$12,337.43**

NOTE: 3 LANDSCAPE CONTRACTORS WERE CONTACTED FOR PRICE OF 4" CALIPER TREE: PONYHILL LANDSCAPING ($600), APPLETREE LANDSCAPING ($495) AND GREENVIEW LANDSCAPING ($550.00). AN AVERAGE PRICE IS $548.33 AND IS USED FOR THE ABOVE PRICING. THE AVERAGE ($548.33) IS THEN TAKEN AND MULTIPLIED BY 125% IN ACCORDINANCE WITH THE CITY ORDINANCE FOR THE FINAL PRICE

NOTE: THESE CALCULATIONS INCLUDE THE COURTYARD PLANTINGS THAT ARE PROVIDED BY THE ARCHITECT.



PLANT LIST

ABBR.	BOTANICAL NAME	COMMON NAME	MINIMUM CALIPER	MINIMUM SPREAD	MINIMUM HEIGHT	MINIMUM BALL DIA.	MINIMUM NO. CANES	COMMENTS	QTY.
CARP	CARPINUS BETULUS 'FASTIGIATA'	UPRIGHT EUROPEAN HORNBEAM	3"		12'-14'	36"	1	SPECIMEN	8
PIST	PISTACIA CHINENSIS	CHINESE PISTACHE	2"	6'	10'-12'	18"	1	MATCHING, SPECIMEN	22
SABA	SABAL PALMETTO	PALMETTO			10'-12'		1	SPECIMEN	11
ABEL	ABELIA X 'ROSE CREEK'	'ROSE CREEK' ABELIA		15"	12"	3 GAL.	3-5	PLANT 3' O.C.	29
AZAL	AZALEA INDICA 'FORMOSA'	'FORMOSA' AZALEA		24"	24"	3 GAL.		PLANT 4' O.C.	28
FATS	FATSIA JAPONICA	FATSIA		24"	24"	3 GAL.		PLANT 6' O.C.	28
ILEX C	ILEX CORNUTA 'CARISSA'	CARISSA HOLLY		15"-18"	12"	3 GAL.	3-5	PLANT 3' O.C.	143
LORO	LOROPETALUM CHINENSE 'RUBY'	'RUBY' LOROPETALUM		24"	24"	3 GAL.	3-5	PLANT 5' O.C.	43
MISC	MISCANTHUS SINENSIS	MAIDEN GRASS		18"	18"	3 GAL.		PLANT 3' O.C.	27
PITT	PITTOSPORUM TOBIRA 'WHEELER'S DWARF'	DWARF PITTOSPORUM		15"	12"	3 GAL.	3-5	PLANT 3' O.C.	10
PODO	PODOCARPUS MACROPHYLLUS MAKI	PODOCARPUS		15"	12"	3 GAL.	5-9	PLANT 3' O.C.	15
YUCC	YUCCA FILAMENTOSA 'COLORGUARD'	'COLORGUARD' YUCCA		18"	24"	3 GAL.	3-5	PLANT AS SHOWN	36
LIRI	LIRIOPE MUSCARII 'BIG BLUE'	'BIG BLUE' LIRIOPE				PINT		PLANT 12" O.C.	1,560
SOD	EREMOCHLOA OPHIUROIDES	CENTIPEDE GRASS						WELL ROOTED	689 SF

PLANTING NOTES:

ALL PLANTING TO BE MECHANICALLY IRRIGATIED

SEE LANDSCAPE L02.07 BY HUMPHRIES AND PARTNERS FOR COURTYARD PLANTING PLANS

GRIMBALL COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION — GRIMBALL COTTERILL & ASSOCIATES No.049

STATE OF SOUTH CAROLINA — REGISTERED LANDSCAPE ARCHITECT No. 1215 — MARK COTTERILL

GRAPHIC SCALE 1" = 20'-0"
0' 10' 20' 40' 60'

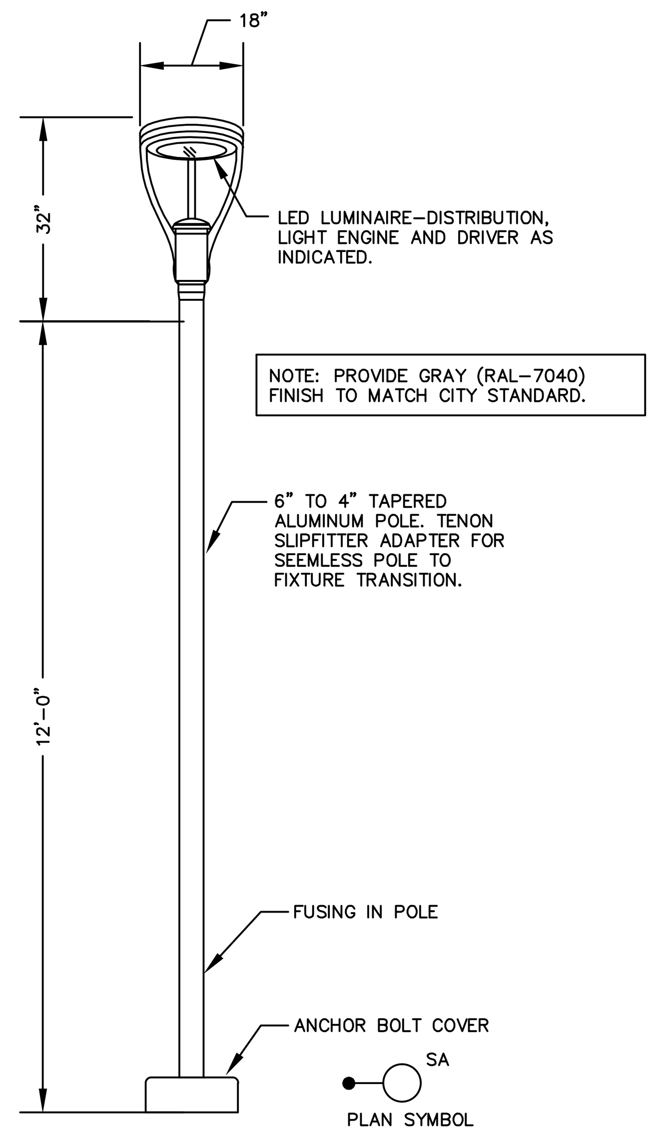
07.06.2015

1015 ASSEMBLY STREET COLUMBIA, SC
PARK 7
HPA #15371

PLANTING PLAN

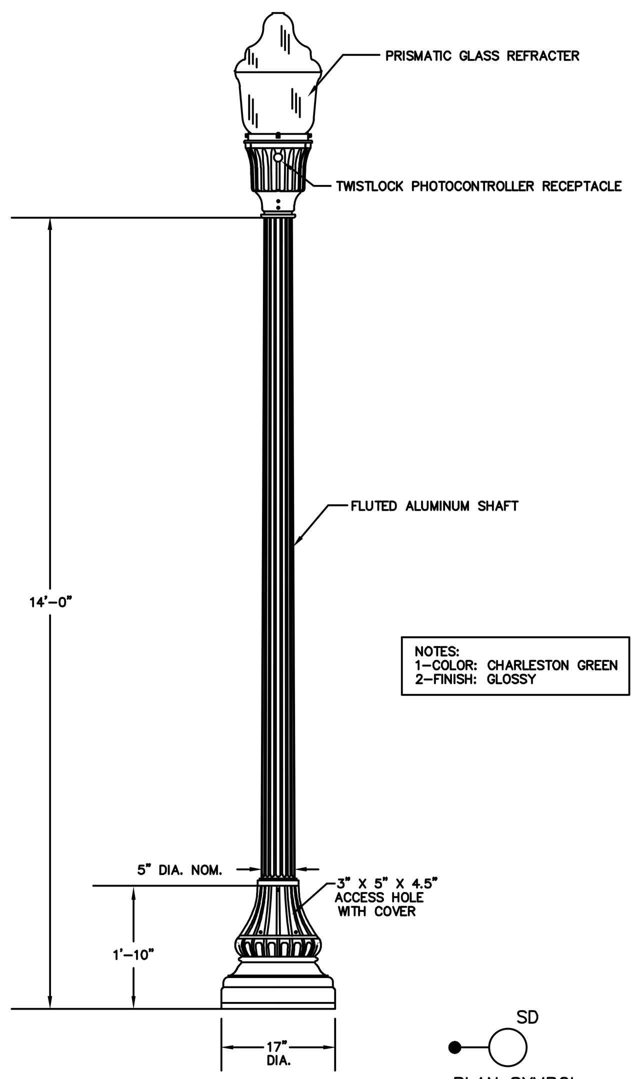
HUMPHREYS & PARTNERS URBAN ARCHITECTURE, L.P
DALLAS•NEW YORK•CHICAGO•NEW ORLEANS•ORLANDO•EDMONTON•SAN RAMON
NEWPORT BEACH•SCOTTSDALE•TORONTO•CHENNAI•DUBAI•HANOI•MONTEVIDEO

© 2014 by **HUMPHREYS & PARTNERS** URBAN ARCHITECTURE, LP • 5339 Alpha Road, Suite 300 Dallas, TX 75240 •
The arrangements depicted herein are the sole property of Humphreys & Partners Urban Architecture, LP and may not be reproduced in any form without its written permission. • www.humphreys.com



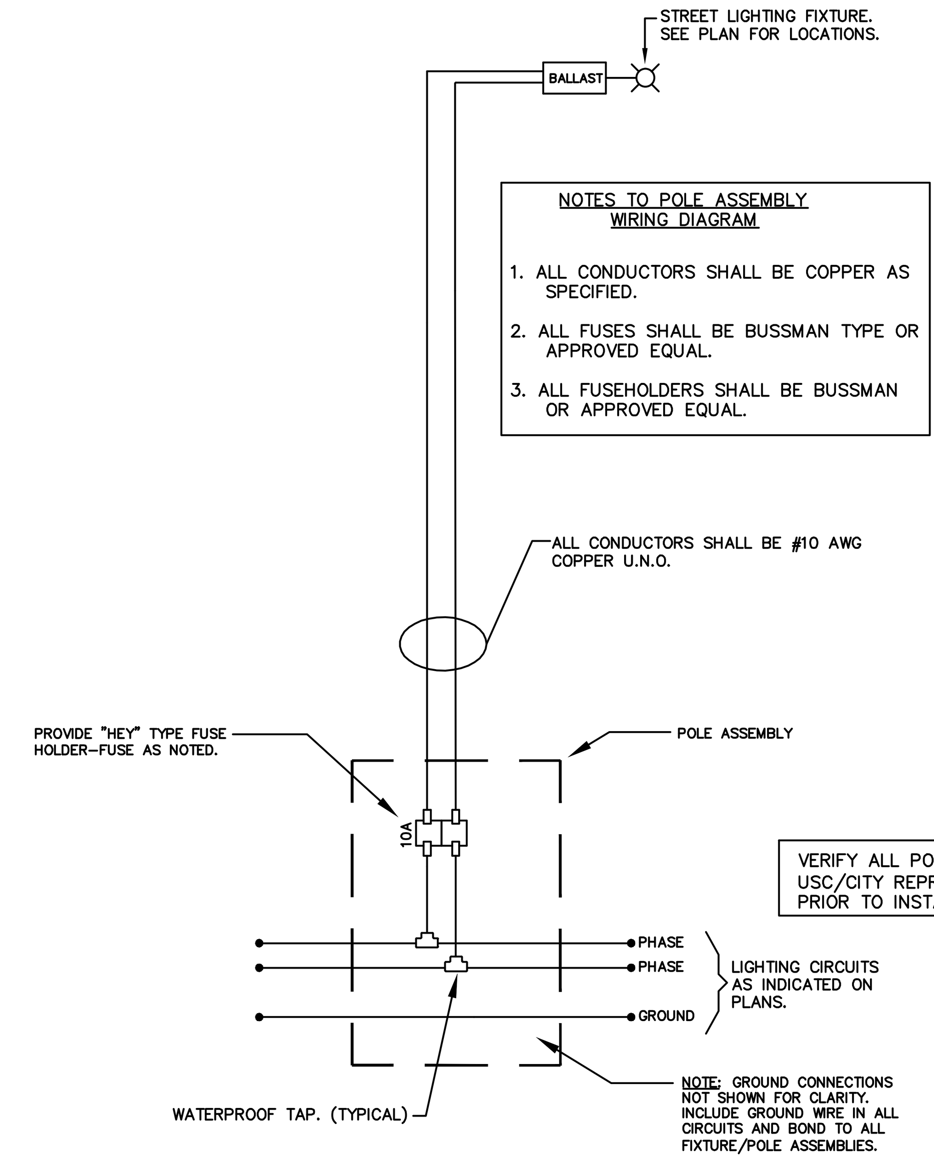
POLE ASSEMBLY SA

NO SCALE



POLE ASSEMBLY SD

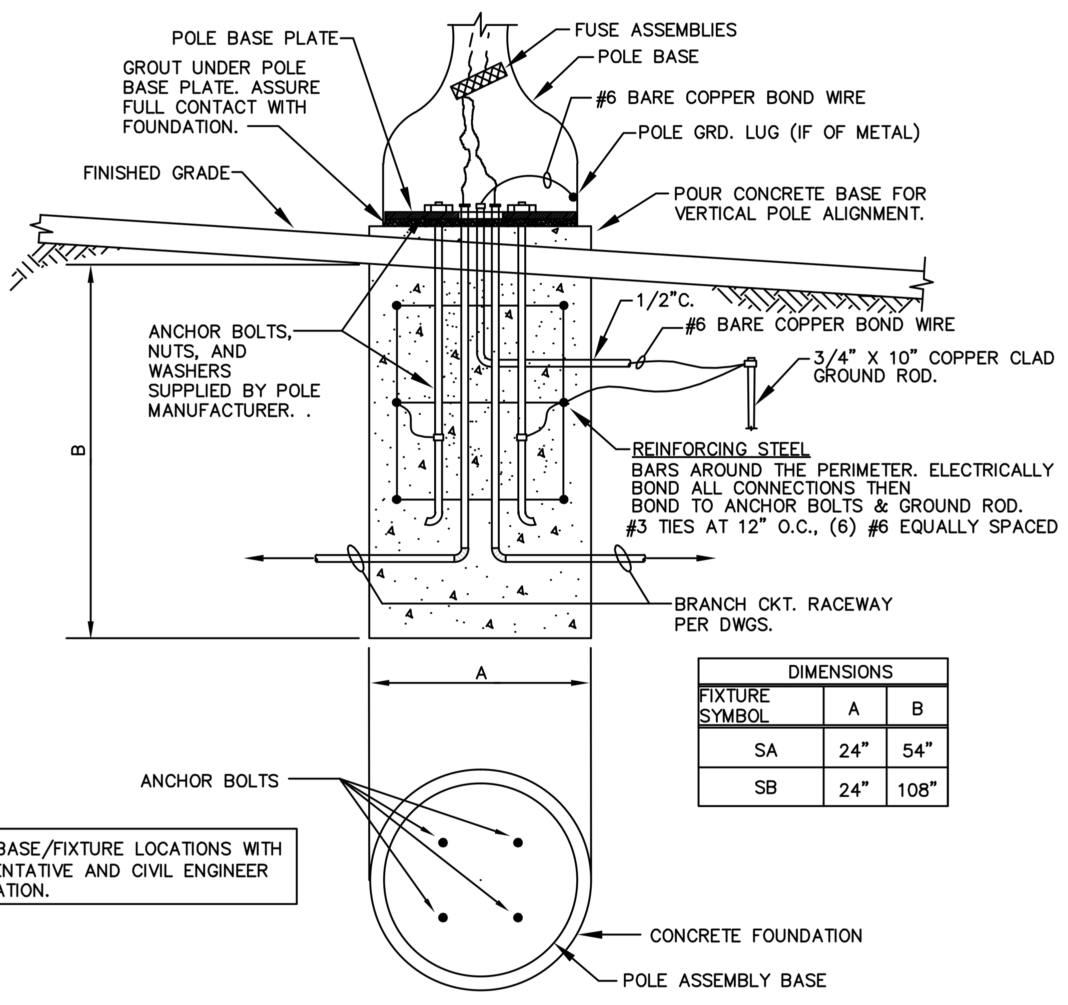
NO SCALE



TYPICAL POLE ASSEMBLY WIRING DIAGRAM - SA & SD

NO SCALE

Copyright 2000 Guy White & Associates, Inc.



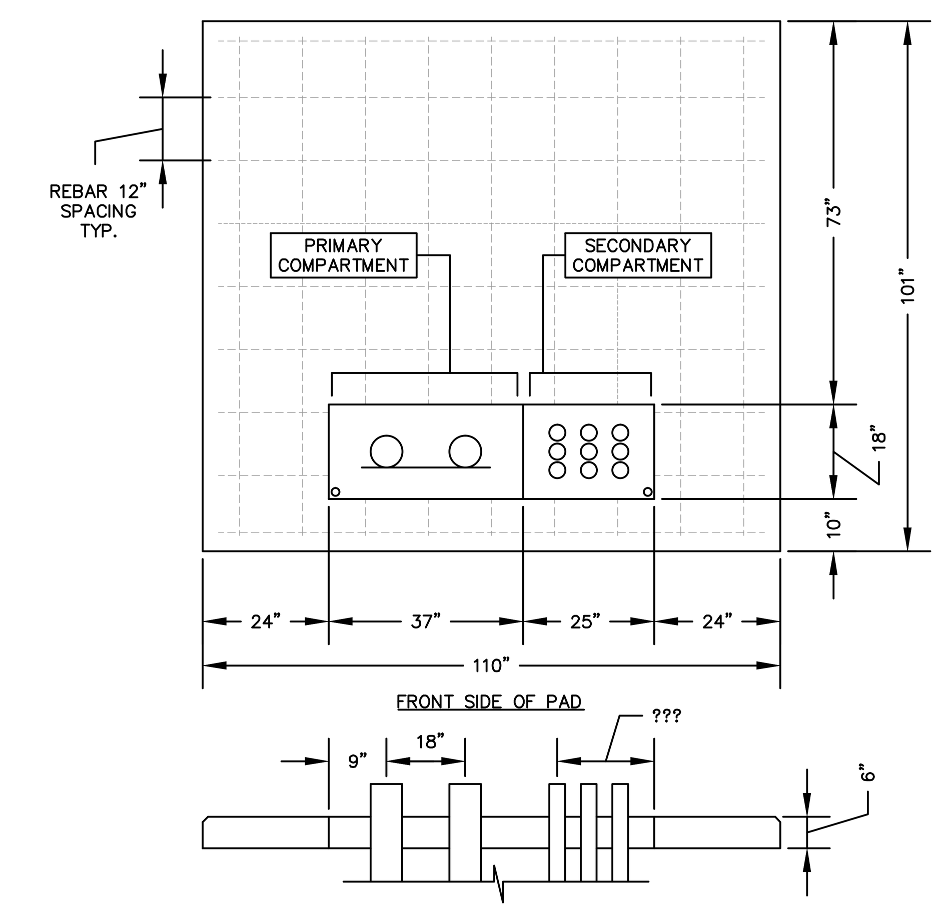
DIMENSIONS		
FIXTURE SYMBOL	A	B
SA	24"	54"
SB	24"	108"

VERIFY ALL POLE BASE/FIXTURE LOCATIONS WITH USC/CITY REPRESENTATIVE AND CIVIL ENGINEER PRIOR TO INSTALLATION.

BASE: CONCRETE, 28–DAY COMPRESSIVE STRENGTH OF 3000 PSI.

TYPICAL POLE ASSEMBLY CONCRETE FOUNDATION DETAIL

NO SCALE



LOOP FEED 3ϕ TRANSFORMER CONCRETE PAD DETAIL

Copyright © 1999 Guy White & Associates, Inc.

NO SCALE

NOTE TO TRANSFORMER PAD DETAIL

A. PAD CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL UTILITY REQUIREMENTS AND STANDARDS. COORDINATE WITH UTILITY PRIOR TO INSTALLATION.

B. PAD DETAIL SHOW IS BASED ON SCE&G STANDARD DRAWING TUG–1 FOR A LOOP FED TRANSFORMER. VERIFY THE DETAIL IS MOST CURRENT WITH UTILITY AND PROVIDE ALL CHANGES AS REQUIRED TO MEET CURRENT DESIGN STANDARD.

C. PAD SHALL BE SPOTTED BY UTILITY REPRESENTATIVE PRIOR TO FORMING OR POURING CONCRETE. LOCATION SHALL BE IN ACCORDANCE WITH SCEG CLEARANCE AND ACCESS REQUIREMENTS (SEE TUG–1, SHEET 4 OF SCE&G CONSTRUCTION STADARDS).

D. PAD FOUNDATION SHALL SUPPORT THE WEIGHT OF THE TRANSFORMER FURNISHED. COORDINATE WITH UTLITY FOR WEIGHTS AND PROVIDE ADDITIONAL STRUCTURAL SUPPORT AS REQUIRED DUE TO WEIGHT AND SOIL CONDITIONS.

E. STEEL REINFORCINIG BAR SHALL BE INTERMEDIATE GRADE BILLET STEEL WITH 40,000 PSI MINIMUM YIELD STRENGTH IN CONFORMANCE WITH ASTM A615 GRADE 40.

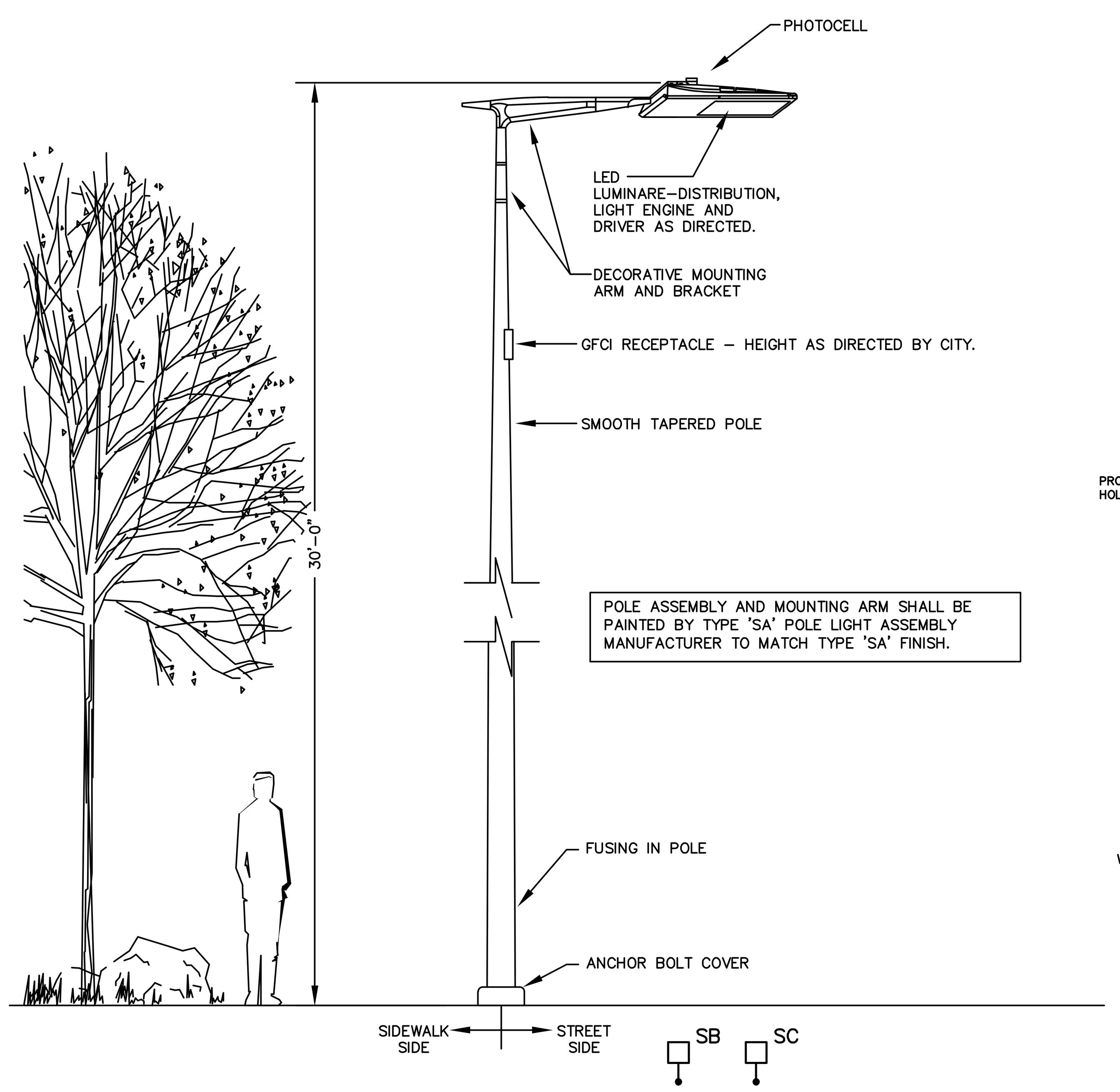
F. CONCRETE SHALL CONFORM WITH CLASS A STRUCTURAL CONCRETE REQUIREMENTS, 28 DAY STRENGTH OF 4000 PSI WITH NO MORE THAN 6% ENTRAINED AIR AND NO LARGER THAN 1" AGGREGATE MIX. NO LIMESTONE AGGREGRATE IS PERMITTED. CONCRETE MATERIALS SHALL BE IN ACCORDANCE WITH PORTLAND CEMENT STANDARD ASTM C150.

G. IN FLOOD PRONE AREAS, PAD MUST BE ELEVATED SO THAT 2' ABOVE FLOOD LEVEL UNLESS PERMITTED OTHERWISE BY UTILITY.

H. SECONDARY CONDUITS SHALL NO BE INSTALLED MORE THAN 20" FROM RIGHT EDGE OF WINDOW. CONDUIT EDGE SHALL BE MINIMUM OF 2" FROM EDGE OF WINDOW OPENING.

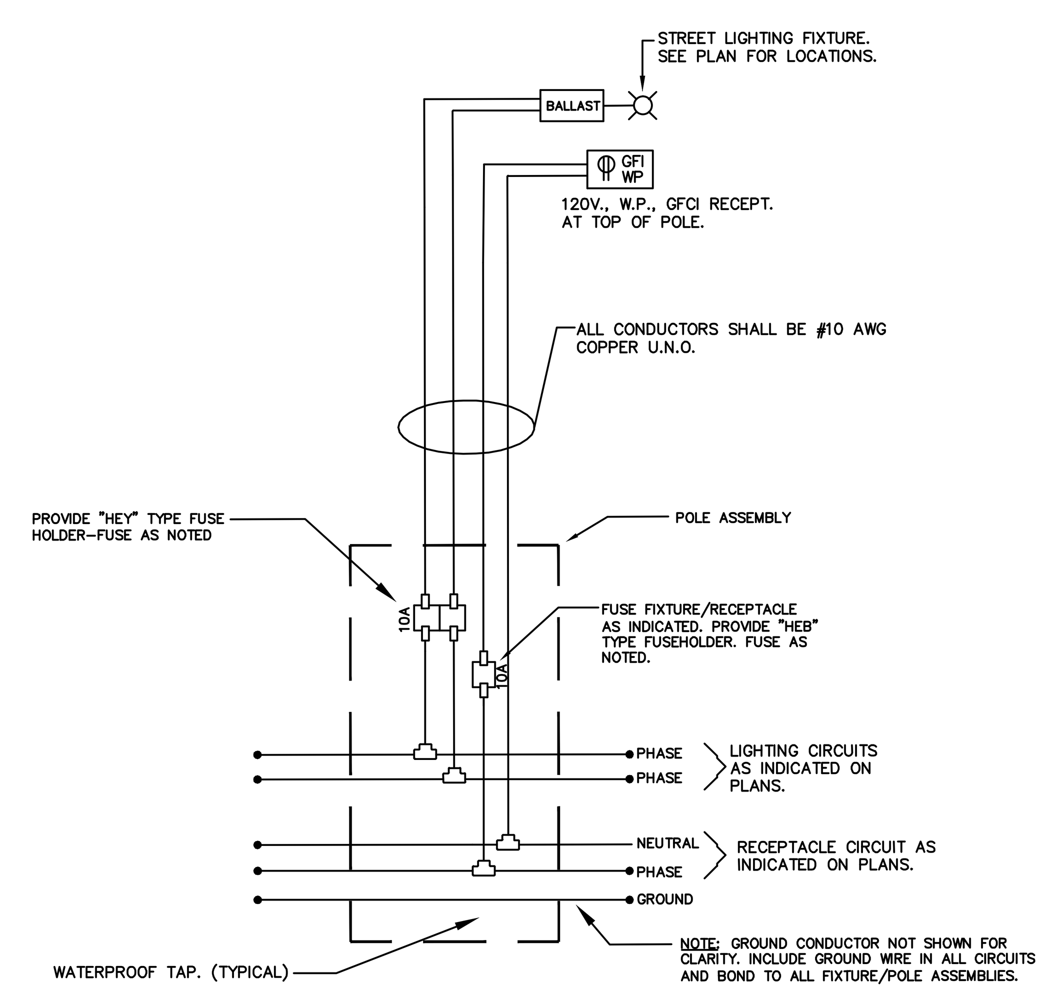
I. PROVIDE TWO 10' X 3/4" STEEL, COPPERCLAD GROUND RODS, ONE EACH IN PRIMARY AND SECONDARY WINDOWS. VERIFY LOCATION WITH UTILITY PRIOR TO DRIVING.

J. CONDUIT WINDOWS SHALL BE OPEN AND CLEAN. NO REBAR, CONCRETE, FORMS OR DEBRIS ALLOWED.



POLE ASSEMBLY SB & SC

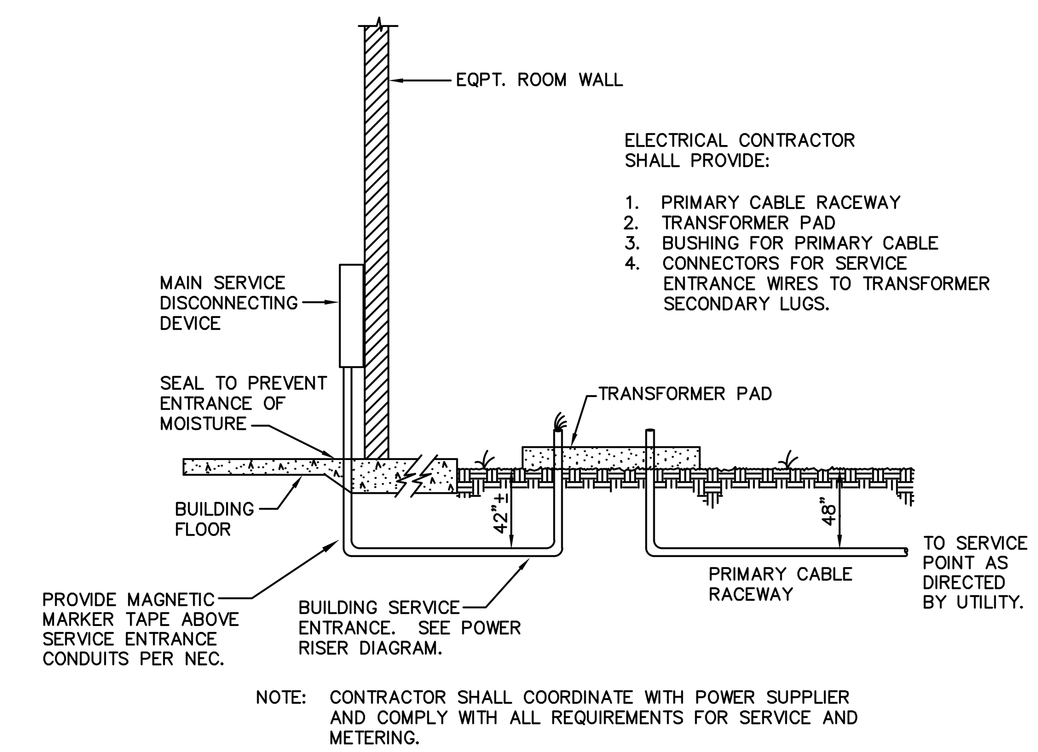
NO SCALE



TYPICAL POLE ASSEMBLY WIRING DIAGRAM - SB & SC

NO SCALE

Copyright 2000 Guy White & Associates, Inc.



ELECTRICAL CONTRACTOR SHALL PROVIDE:

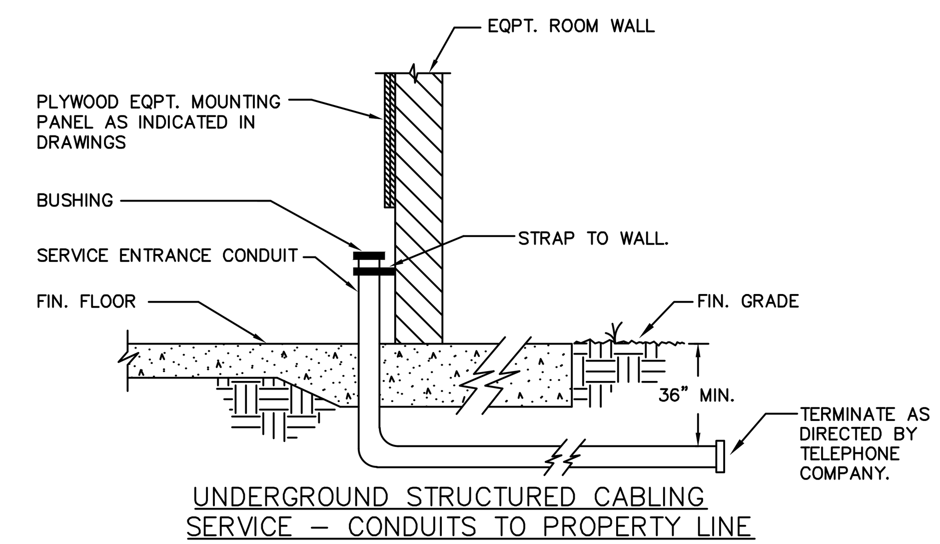
1. PRIMARY CABLE RACEWAY
2. TRANSFORMER PAD
3. BUSHING FOR PRIMARY CABLE
4. CONNECTORS FOR SERVICE ENTRANCE WIRES TO TRANSFORMER SECONDARY LUGS.

NOTE: CONTRACTOR SHALL COORDINATE WITH POWER SUPPLIER AND COMPLY WITH ALL REQUIREMENTS FOR SERVICE AND METERING.

UNDERGROUND SERVICE ENTRANCE TO PAD-MOUNTED TRANSFORMER

Copyright © 1999 Guy White & Associates, Inc.

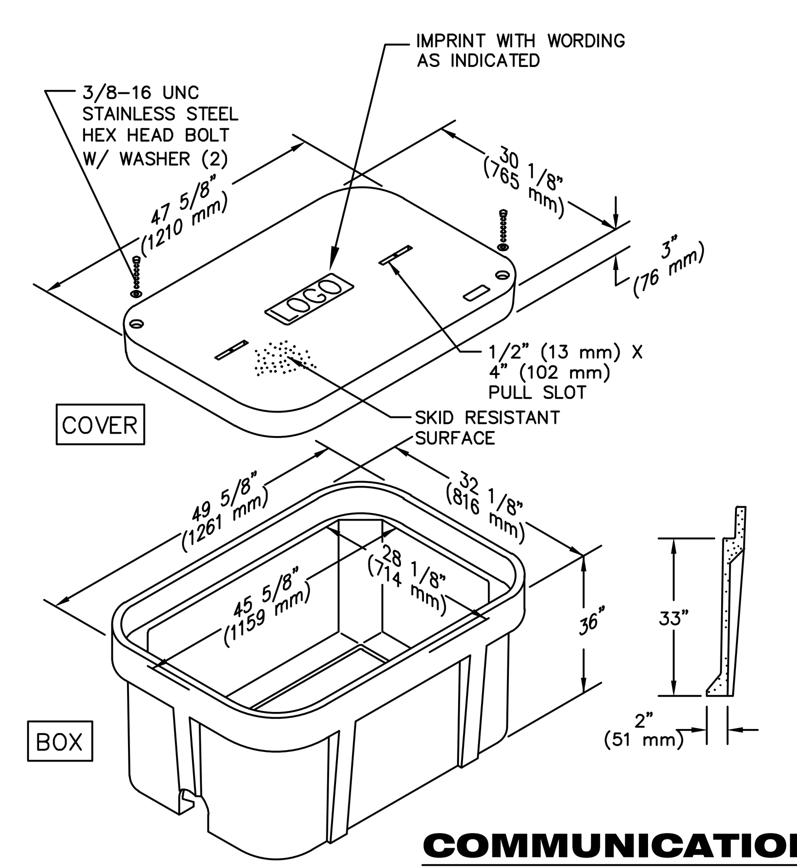
NOT TO SCALE



UNDERGROUND STRUCTURED CABLING SERVICE – CONDUITS TO PROPERTY LINE

NOT TO SCALE

Copyright © 1999 Guy White & Associates, Inc.

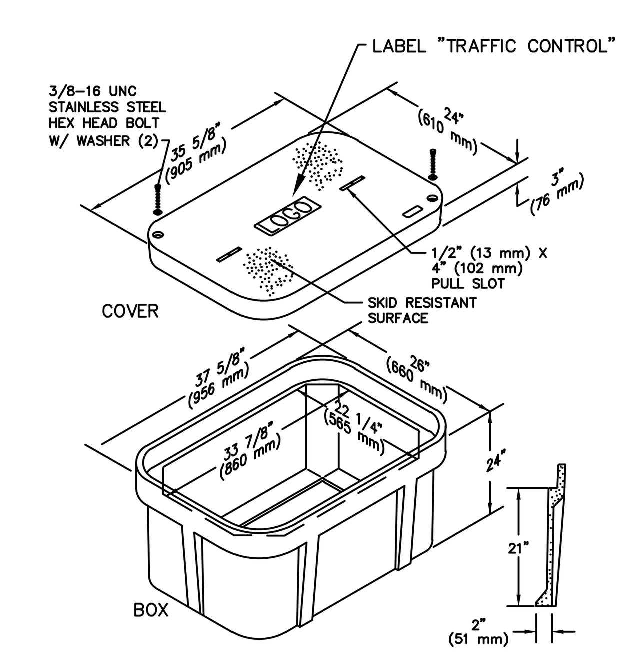


NOTES TO COMMUNICATION HANDHOLE

1. PROVIDE 30" X 48" OPEN BOTTOM COMMUNICATION HANDHOLE.
2. HANDHOLE CONSTRUCTION SHALL BE FIBERGLASS REINFORCED POLYMER CONCRETE AND FIBERGLASS REINFORCED POLYMER. COLOR SHALL BE CONCRETE GRAY. MINIMUM 22,500 LB TEST LOAD RATING FOR COVER AND BOX.
3. HANDHOLE SHALL BE QUAZITE #PG3048BA36 WITH PG3048HA00 HEAVY DUTY COVER OR EQUAL BY CDR.
4. LOCATE HANDHOLES AS GENERALLY INDICATED ON SITE PLAN. HANDHOLES SHALL BE INSTALLED SO SQUARE AND FLUSH WITH SURROUNDING GRADE AND/OR SITE FEATURES.
5. SET ON GRAVEL BASE IN ACCORDANCE WITH MANUFACTURER GUIDELINES. BASE SHALL BE MINIMUM 6" THICK.
6. PROVIDE IMPRINTED LABEL IN COVER. LABEL SHALL BE AS DIRECTED BY RESPECTIVE COMMUNICATION UTILITY. FOR SPARE HANDHOLES, LABEL COMMUNICATIONS

COMMUNICATION HANDHOLE

NO SCALE



PLAN SYMBOL TC

TRAFFIC CONTROL HANDHOLE

NO SCALE

90% DESIGN DOCUMENTS - FOR PERMIT ONLY - 7/29/2016

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 19845 S. DICKSON O'BRIEN 7·29·16

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION GWA, INC. ELECTRICAL ENGINEERS No. C00825

11.a

DESIGNED BY:
DRAWN BY:
ARCHITECT OF RECORD:
DATE PLOTTED:

ISSUE FOR PRICING / BIDDING:		
ISSUE FOR PERMIT APPLICATION: --		
ISSUE FOR CONSTRUCTION --		
REVISIONS:		
#	DATE	COMMENTS

PARK PLACE

1015 ASSEMBLY STREET
PARK 7 GROUP

GWA: 15-2993
GWA inc. Electrical Engineers
Midlands Office - Main
168 Laurelhurst Avenue
Columbia, SC 29210
(803)252-6919
Fax (803)799-5494
gwa@gwainc.net
http://www.gwainc.net

ALL RIGHTS RESERVED. THIS DRAWING AND THE DESIGN THEREON IS COPYRIGHTED AS PRESCRIBED BY THE LAWS OF THE UNITED STATES AND IS THE PROPERTY OF GWA, INC. ANY DUPLICATION, REPRODUCTION OR CAUSING TO BE REPRODUCED IN WHOLE OR IN PART OF THIS OR THE DESIGN THEREON WITHOUT THE EXPRESSED WRITTEN PERMISSION OF GWA, INC. WILL BE SUBJECT TO LEGAL ACTION.

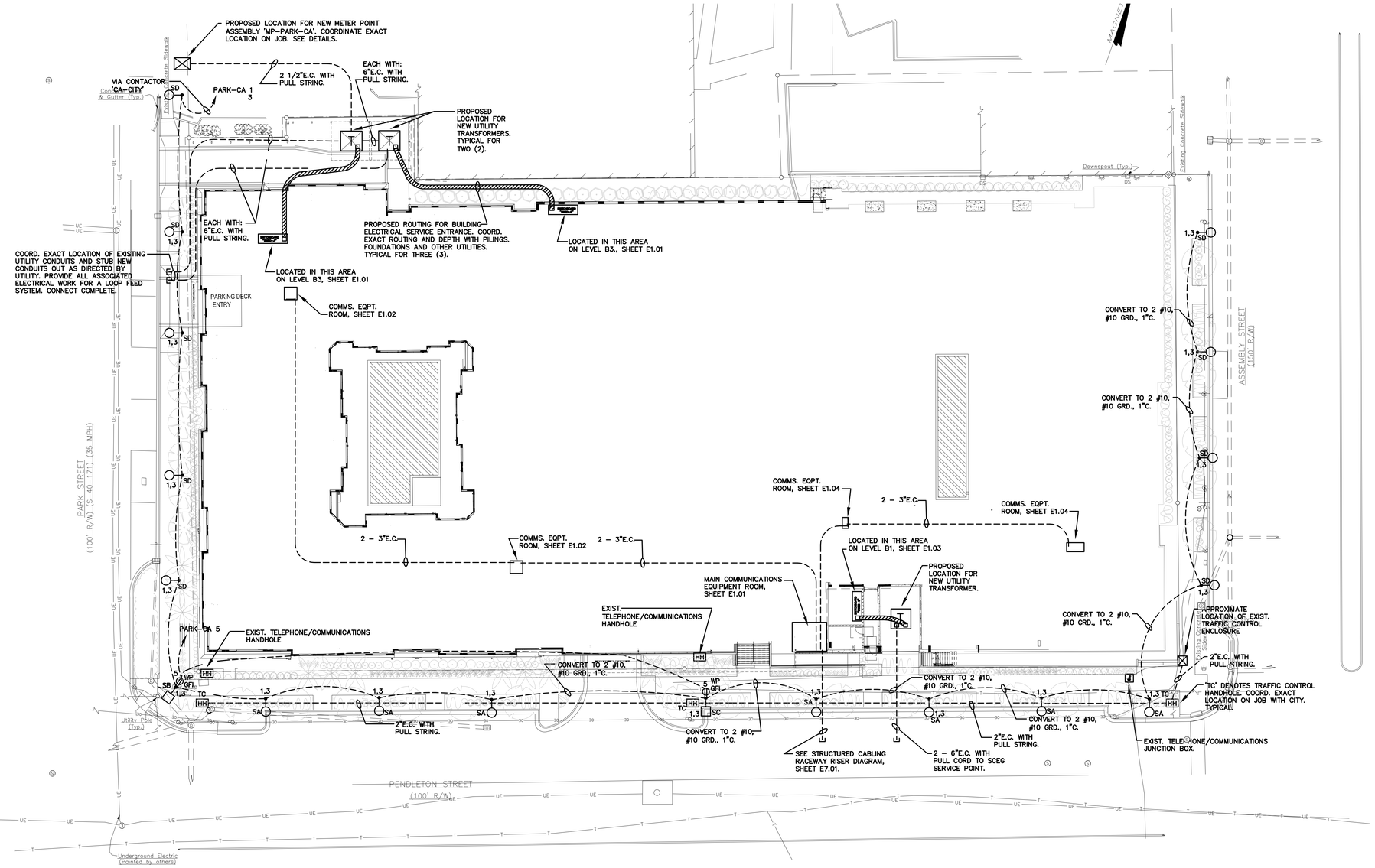
SHEET CONTENTS:

ELECTRICAL SITE DETAILS

SHEET NO.

E0.04

15371



ELECTRICAL SITE PLAN

SCALE: 1" = 20'-0"

LIGHTING FIXTURE SCHEDULE - SITE WORK

SYMBOL	DESCRIPTION	MANUFACTURER	CATALOG NUMBER	VOLTAGE	LAMPS*	BALLASTS/DRIVER*	FIXTURE WATTAGE	NOTES
SA	POST-TOP LIGHTING FIXTURE (INDIRECT, LED-4000'K)	ACUITY	MRP LED-49B350/40K-SR5-MVOLT-*-RAL7040 + (HAP)RTA-12-C-6-*(4")-4-0-RAL7040-ROUNDCOVER	208V.	49 LED ENGINE (4000'K)	350mA DRIVER	110W	PROVIDE WITH 12' SMOOTH, ROUND, TAPERED ALUMINUM POLE. POLE SHALL HAVE BASE DIAMETER OF 6" AND SHALL TAPER TO A TOP DIAMETER OF APPROXIMATELY 4" TO ALLOW FOR SEAMLESS TRANSITION TO LUMINAIRE VIA INTERNAL EXPANSION FITTER. INCLUDE HANDHOLE AND COVER AT BASE OF POLE FOR ACCESS TO FUSING. INCLUDE ROUND BASE COVER. POLE, BRACKET AND LUMINAIRE SHALL BE RAL-7040.
SB	ROADWAY FIXTURE (LED, TYPE 3 DISTRIBUTION, 4000'K)	ACUITY	ATB2-40BLEDE10-MVOLT-R3-RAL7040 + (VAL)RTS28-*-CL22AC + GFCI RECEPT	208V.	L40 ENGINE (4000'K)	1000mA DRIVER	143W	PROVIDE WITH 28' SMOOTH, ROUND, TAPERED STEEL POLE AND SINGLE ANNAPURNA DECORATIVE ARM FOR APPROXIMATELY 30' FIXTURE MOUNTING HEIGHT. POLE SHALL HAVE BASE DIAMETER OF 8" AND SHALL TAPER TO A TOP DIAMETER AS REQUIRED FOR DECORATIVE ARM MOUNTING AND INCLUDE 1 GFCI RECEPTACLE IN POLE. INCLUDE HANDHOLE AND COVER AT BASE OF POLE FOR ACCESS TO FUSING. INCLUDE DECORATIVE CLAMSHELL BASE COVER. POLE, BRACKET AND LUMINAIRE FINISH SHALL BE RAL-7040. PROVIDE WITH INTEGRAL PHOTOCELL.
SC	ROADWAY FIXTURE (LED, TYPE 5 DISTRIBUTION, 4000'K)	ACUITY	ATB2-40BLEDE10-MVOLT-R5-RAL7040 + (VAL)RTS28-*-CL22AC + GFCI RECEPT	208V.	L40 ENGINE (4000'K)	1000mA DRIVER	143W	PROVIDE WITH 28' SMOOTH, ROUND, TAPERED STEEL POLE AND SINGLE ANNAPURNA DECORATIVE ARM FOR APPROXIMATELY 30' FIXTURE MOUNTING HEIGHT. POLE SHALL HAVE BASE DIAMETER OF 8" AND SHALL TAPER TO A TOP DIAMETER AS REQUIRED FOR DECORATIVE ARM MOUNTING AND INCLUDE 1 GFCI RECEPTACLE IN POLE. INCLUDE HANDHOLE AND COVER AT BASE OF POLE FOR ACCESS TO FUSING. INCLUDE DECORATIVE CLAMSHELL BASE COVER. POLE, BRACKET AND LUMINAIRE FINISH SHALL BE RAL-7040.
SD	DECORATIVE POST FIXTURE	HOLOPHANE	GVU15AHPMARAL60123RSGH	208V	1-150W HPS	HPF	188W	DECORATIVE POST FIXTURE ON 14' TAPERED CAST ALUMINUM POLE. PROVIDE CONCRETE BASE AS INDICATED.

For SB and SC fixtures, see attached Innovista site furnishings schedule, Roadway fixture and Roadway pole/arm

NOTES TO SITE LIGHTING FIXTURE SCHEDULE

1. LOCATE ALL FIXTURES IN STRICT ACCORDANCE WITH CIVIL AND LANDSCAPE PLANS.
2. POLE EPA SHALL COMPLY WITH CITY/SCDOT STANDARDS. MINIMUM 90MPH (1.3 GUST FACTOR) RATING.
3. SA AND SB FIXTURES SHALL HAVE BREAK-AWAY MOUNTING HARDWARE WHERE INSTALLED ON STATE ROADS.
4. SEE DETAILS FOR FOUNDATIONS AND OTHER REQUIREMENTS.
5. ALL FIXTURES IN CITY RIGHT-OF-WAY OR ON CITY PROPERTY SHALL COMPLY WITH CITY STANDARDS.

THE FOLLOWING ELECTRIC/COMMUNICATION UTILITIES ARE EXPECTED TO SERVE THE PROJECT AREA:

ELECTRIC:

SCE&G
TOM COONEY
ENGINEER-METRO COLUMBIA CREW QUARTERS
190 OPERATIONS WAY
CAYCE, SC 29033-3701
TOM.COONEY@SCANA.COM
(803) 217-8443

LEVEL 3
RUSS WHEAT
OSP ENGINEERING
3770 LUCIOUS ROAD
COLUMBIA, SC 29201
RUSS.WHEAT@LEVEL3.COM
(803) 239-1116

COMMUNICATIONS:

AT&T SOUTHEAST
JEFF RICH
MGR OSP PLANNING AND ENGINEERING DESIGN
400 LAUREL STREET
ROOM 305
COLUMBIA, SC 29201
JR7442@ATT.COM
(803) 401-2544

TWC
STEVE JONES
CONSTRUCTION COORDINATOR
6539-B FROST AVE.
COLUMBIA, SC 29203
STEVE.JONES@TWCABLE.COM
(803) 518-1100

SPIRIT
JOEY ADAMS
OSP ENGINEERING, INSTALLATION AND INVENTORY MANAGER
491 LAKESHORE PARKWAY
ROCK HILL, SC 29730
JOEY.ADAMS@SPIRITCOM.COM
(803) 230-3490

11.a

DESIGNED BY:
DRAWN BY:
ARCHITECT OF RECORD:
DATE PLOTTED:

ISSUE FOR PRICING / BIDDING:
--
ISSUE FOR PERMIT APPLICATION:
--
ISSUE FOR CONSTRUCTION
--

REVISIONS:

#	DATE	COMMENTS

PARK PLACE

1015 ASSEMBLY STREET
PARK 7 GROUP

GWA: 15-2993

GWA INC. Electrical Engineers
Midlands Office - Main
168 Laurelhurst Avenue
Columbia, SC 29210
(803)252-6919
Fax (803)799-5494
gwa@gwainc.net
http://www.gwainc.net

ALL RIGHTS RESERVED. THIS DRAWING AND THE DESIGN THEREIN IS COPYRIGHTED AS PROPERTY BY THE LAWS OF THE UNITED STATES AND IS THE PROPERTY OF GWA, INC. ELECTRICAL ENGINEERS. THIS DRAWING MAY NOT BE REPRODUCED IN WHOLE OR IN PART OF THIS OR THE DESIGN THEREIN WITHOUT THE EXPRESSED WRITTEN PERMISSION OF GWA, INC. WILL BE SUBJECT TO LEGAL ACTION.

SHEET CONTENTS:
ELECTRICAL SITE PLAN

SHEET NO.
ES.01

No. 19845 7-29-16 ENGINEER S. DICKSON OBRIEN

SOUTH CAROLINA GWA, INC. ELECTRICAL ENGINEERS No. C00825 CERTIFICATE OF AUTHORIZATION

90% DESIGN DOCUMENTS - FOR PERMIT ONLY - 7/29/2016

15371

Innovista Site Furnishings Schedule

	Brand	Model	Color	Mounting	Options	Website/contact
Bench with back	Landscape Forms*	35 Collection "Stay"	Silver powder coat	Surface mount or embedded	1 divider, no arms	www.landscapeforms.com
Backless Bench	Landscape Forms*	35 Collection "Stay"	Silver powder coat	Surface mount or embedded	1 divider, no arms	
Trash	Landscape Forms*	Petoskey	Silver powder coat	Free-standing, surface mount, or embedded	Hinged lid	
Recycling	Landscape Forms*	Petoskey	Silver powder coat	Free-standing or surface mount	Option 10 "Recyclable "	
Ash	Landscape Forms*	Petoskey	Silver powder coat	Free standing, surface mount, or embedded		
Bike Rack	Landscape Forms*	Ring	#4 satin electropolish finish on stainless steel	embedded		
Post top Light fixture	Holophane* Acuity Brands Omero Luminaire.	100 watt equal: MRPLEDAML49B530/40KXXMVOLTXX 150 watt equal: MRPLEDAML63B530/40KXXMVOLTXX	RAL 7040			Please contact Mark Lybrand at 803-786-7867 for pricing.
Roadway Light fixture	Holophane* Acuity Brands	AutoBahn series ATB2 250 watt equal: ATB240BLEDE10AMLMVOLTXXXX 400 watt equal: ATB260BLEDE10AMLMVOLTXXXX	RAL7040			Please contact Mark Lybrand at 803-786-7867 for pricing.
Post top pole	Acuity Brands	12' round tapered aluminum pole, 6" diameter tapering up to 4", no tenon, square base with round cover. Breakaway couplings added if it is going on a SCDOT road. Note if breakaway couplings are needed please add (BREAKCOUPLINGS) to the end of the catalog number.	RAL7040			Please contact Mark Lybrand at 803-786-7867 for pricing.

Innovista Site Furnishings Schedule

Roadway pole/arm Non-breakaway	Acuity Brands	RTA275S4DAVITRAL7040(AB) RFD19097 27’ 5” mounting height round tapered aluminum pole with single 4’ long davit arm	RAL 7040			Please contact Mark Lybrand at 803-786-7867 for pricing.
Roadway pole/arm Breakaway (for DOT roads)	Acuity Brands	RTA27 5S4DAVITRAL7040-BWYCOUP(AB)RFD190973 27’ 5” mounting height round tapered aluminum pole with single 4’ long davit arm, with breakaway couplings and skirt.	RAL7040			Please contact Mark Lybrand at 803-786-7867 for pricing.
Pole for seasonal decorations Non-breakaway	Acuity Brands	RTA2880GPLNDRAL7040(AB) 28’ round tapered aluminum pole	RAL7040			Please contact Mark Lybrand at 803-786-7867 for pricing.
Pole for seasonal decorations Breakaway	Acuity brands	RTA2880GPLNDRAL7040-BWYCOUP(AB) 28’ round tapered aluminum pole with breakaway couplings and skirt.	RAL7040			Please contact Mark Lybrand at 803-786-7867 for pricing.
Bollards	Reliance Foundry*	R-8460 Stainless Steel Bollard R-8471 Stainless Steel Retractable Bollard 35 ½” ht. x 4 ½” dia.	#6 satin finish		Removable or fixed	Reliance-foundry.com

* or approved equal

We Are Columbia

MEETING DATE: **May 1, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **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**

PURPOSE: **First reading approval was given on April 17, 2018.**

FINANCIAL IMPACT:

STRATEGIC GOALS: **Provide high quality municipal services**

ATTACHMENTS:

- **#a:** 2018-012 12th Supplemental WW & Sewer Revenue Bond (PDF)

HISTORY:

04/17/18	**Columbia City Council**	**APPROVED ON FIRST READING**

CITY OF COLUMBIA, SOUTH CAROLINA

ORDINANCE NO.: 2018-012

A TWELFTH SUPPLEMENTAL ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF CITY OF COLUMBIA, SOUTH CAROLINA, WATERWORKS AND SEWER SYSTEM REVENUE BONDS, IN ONE OR MORE SERIES, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING $115,000,000, IN ORDER TO FINANCE VARIOUS CAPITAL PROJECTS AND IMPROVEMENTS TO THE SYSTEM, ANY NECESSARY DEBT SERVICE RESERVES AND ISSUANCE COSTS; AUTHORIZING THE MAYOR, THE CITY MANAGER AND THE ASSISTANT CITY MANAGER FOR FINANCE AND ECONOMIC SERVICES, OR ANY TWO OF THEM ACTING TOGETHER, TO DETERMINE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2018

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

Section 1. Definitions.

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

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

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

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

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

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

"Bonds of 2010" shall mean the original principal amount $105,000,000 City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2010, dated May 26, 2010, of which $10,130,000 is outstanding as of the date of this Twelfth Supplemental Ordinance.

"Bonds of 2011A" shall mean the original principal amount $100,000,000 Waterworks and Sewer System Revenue Bonds, Series 2011A, dated December 8, 2011, of which $32,135,000 is outstanding as of the date of this Twelfth Supplemental Ordinance.

"Bonds of 2011B" shall mean the original principal amount $27,265,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series

2011B, dated December 8, 2011, of which $4,455,000 is outstanding as of the date of this Twelfth Supplemental Ordinance.

"Bonds of 2012" shall mean the original principal amount $58,055,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series 2012, dated March 8, 2012, all of which is outstanding as of the date of this Twelfth Supplemental Ordinance.

"Bonds of 2013" shall mean the original principal amount $75,305,000 Waterworks and Sewer System Revenue Bonds, Series 2013, dated December 18, 2013, of which $68,040,000 is outstanding as of the date of this Twelfth Supplemental Ordinance.

"Bonds of 2016A" shall mean the original principal amount $63,325,000 Waterworks and Sewer System Revenue Bonds, Series 2016A, dated December 8, 2016, of which $61,060,000 is outstanding as of the date of this Twelfth Supplemental Ordinance.

"Bonds of 2016B" shall mean the original principal amount $146,710,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series 2016B, dated December 8, 2016, of which $144,815,000 is outstanding as of the date of this Twelfth Supplemental Ordinance.

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

"Business Day" shall mean, with respect to the New Bonds issued pursuant to this Twelfth Supplemental Ordinance, any day other than a Saturday, a Sunday or a day which shall be a legal holiday or a day on which banking institutions are authorized by law or executive order to close in the State or the state in which the respective offices of the Paying Agent and the Registrar are located.

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

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

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

"Council" shall mean the City Council of the City.

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

"Depository" shall mean any securities depository that is a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 15A of the Securities Exchange Act of 1934, as amended, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the New Bonds, and to effect transfers of the New Bonds, in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited-purpose trust company), New York, New York.

"Eighth Supplemental Ordinance" shall mean Eighth Supplemental Ordinance No. 2011-068 of the Council of the City enacted on September 20, 2011.

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

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

"Fourth Supplemental Ordinance" shall mean Fourth Supplemental Ordinance No. 2005-013 of the Council of the City enacted on May 18, 2005.

"General Bond Ordinance" shall mean Ordinance No. 93-43 of the Council of the City enacted on May 21, 1993.

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

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

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

"Interest Payment Date" shall mean February 1 and August 1 of each year commencing August 1, 2018, or as otherwise determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof.

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

"New Bonds" shall mean the City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, in one or more series pursuant to Section 3 hereof, in the aggregate principal amount of not exceeding $115,000,000, in order to finance the Costs of Acquisition and Construction of the New Projects, to fund deposits to the Series Debt Service Reserve Funds, if any, or otherwise satisfy the Series Reserve Fund Requirements, if any, applicable thereto as provided herein and to finance Costs of Issuance, authorized to be issued hereunder.

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

"Ninth Supplemental Ordinance" shall mean Ninth Supplemental Ordinance No. 2012-014 of the Council of the City enacted on February 21, 2012.

"Outstanding Parity Bonds" shall mean, as of the date of this Twelfth Supplemental Ordinance, the Bonds of 2009, the Bonds of 2010, the Bonds of 2011A, the Bonds of 2011B, the Bonds of 2012, the Bonds of 2013, the Bonds of 2016A and the Bonds of 2016B.

"Paying Agent" shall mean the bank, trust company or other financial institution selected by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to act as Paying Agent for the New Bonds.

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

"Registrar" shall mean the bank, trust company or other financial institution selected by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to act as Registrar for the New Bonds.

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

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

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

"Series Debt Service Fund" shall mean one or more Funds established pursuant to Section 7 hereof to provide for the payment of the principal of and interest on the Series of the New Bonds related thereto. Pursuant to Section 7, each Series Debt Service Fund shall be further identified or designated to relate to the specific Series of the New Bonds issued hereunder.

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

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

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

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

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

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

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

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

(a) the bid price published by a nationally recognized pricing service as selected by the City in its sole discretion;

(b) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; and

(c) as to any investment not specified above: the value thereof established by prior agreement between the City and the Insurer.

Section 2. Certain Findings and Determinations.

The City hereby finds and determines:

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

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

(c) Subject to the following sentence, the Net Revenues pledged under the Ordinance are not encumbered by any lien and charge thereon or pledge thereof, other than (i) the lien and charge thereon and pledge thereof created by the General Bond Ordinance, the Fifth Supplemental Ordinance and the Seventh Supplemental Ordinance for the payment and security of the Bonds of 2009; (ii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance, the Fifth Supplemental Ordinance and the Sixth Supplemental Ordinance for the payment and security of the Bonds of 2010; (iii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Eighth Supplemental Ordinance for the payment and security of the Bonds of 2011A and the Bonds of 2011B; (iv) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Ninth Supplemental Ordinance for the payment and security of the Bonds of 2012; (v) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Tenth Supplemental Ordinance for the payment and security of the Bonds of 2013; (v) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Eleventh Supplemental Ordinance for the payment and security of the Bonds of 2016A and the Bonds of 2016B; and (vi) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and this Twelfth Supplemental Ordinance for the payment and security of the New Bonds. The City has heretofore entered into (1) the Swap which is secured by a pledge of and lien and charge upon the Net Revenues of the System, which lien and charge is subordinate and inferior to the lien and charge thereof securing the Outstanding Parity Bonds and any other Bonds issued pursuant to the General Bond Ordinance on a parity with the Outstanding Parity Bonds and (2) the 2009 Letter of Credit, the City's payment obligations under each of which are limited to Net Revenues of the System available "to meet any obligations of the City which are or which shall become charges, liens or encumbrances upon the Revenues of the System" as provided in Section 6.7 of the General Bond Ordinance.

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

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

(f) The estimated Costs of Acquisition and Construction of the New Projects (excluding Costs of Issuance) is approximately $96,500,000 to be financed in part with the proceeds of the New Bonds.

(g) Article III of the General Bond Ordinance provides that one or more Series of Bonds may be issued for such purposes as may be permitted by the Act upon compliance with certain provisions of the General Bond Ordinance for the purposes of paying the Costs of Acquisition and Construction of one or more Projects authorized to be financed under the Act. Bonds issued upon compliance with Section 3.2 and Section 3.3 of the General Bond Ordinance shall be issued on a parity as to the Net Revenues of the System in all respects *inter sese*.

(h) Subject to Section 8 hereof, if a Series Debt Service Reserve Fund is established hereunder with respect to a Series of the New Bonds, it shall secure only such Series of New Bonds, and the Series Reserve Fund Requirement (if any) will be satisfied through the deposit of cash (at such time as may be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 8 hereof), the purchase of a Surety Bonds, the provision of a Letter of Credit or any combination of the foregoing, for the benefit of the Holders of the New Bonds.

(i) The New Bonds are being issued hereunder in an aggregate principal amount of not exceeding $115,000,000, for one or more of the following purposes: (1) to improve and enlarge the System (i.e., the New Projects); (2) to fund the Series Debt Service Reserve Fund (if any) in an amount equal to the Series Reserve Fund Requirement (if funded upon the initial delivery of the Bonds) through the deposit of cash, the purchase of a Surety Bonds, the provision of a Letter of Credit or any combination thereof, and (3) to pay the Cost of Issuance of the New Bonds.

(j) It is necessary and in the best interest of the City to undertake the New Projects and to issue the New Bonds in the aggregate principal amount of not exceeding $115,000,000 in accordance with the Ordinance, the Act, and this Twelfth Supplemental Ordinance for the purposes and subject to the limitations set forth above, which New Bonds shall be issued on a parity with the Outstanding Parity Bonds.

Section 3. Authorization of New Bonds.

(a) There is hereby authorized to be issued one or more Series of Bonds designated "City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series (year) [including such further words, numbers or letters as may be necessary or desirable to identify individual series thereof and the purpose for issuance]" (collectively, the "New Bonds"), in the aggregate principal amount of not exceeding $115,000,000. The proceeds of the New Bonds shall be used for one or more of the purposes set forth in Section 2(i) hereof.

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

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

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

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

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

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

(f) The New Bonds and the assignment provisions pertaining thereto shall be in substantially the form set forth in Exhibit A hereto, with such necessary or appropriate variations,

omissions and insertions as are incidental to the series, numbers, denominations, maturities, dates, interest rate or rates, redemption provisions, the purpose of issuance and other details thereof or as are otherwise permitted or required by law or by the Ordinance, including this Twelfth Supplemental Ordinance.

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

> IT IS HEREBY CERTIFIED that the following are true and correct copies of the respective approving opinions of McNair Law Firm, P.A., Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, the originals of which were manually executed, dated and issued as of the date of the delivery of and payment for the bonds, and copies of which are on file with the City of Columbia, South Carolina.
>
> CITY OF COLUMBIA, SOUTH CAROLINA
>
> By:_____
> Clerk

Section 4. Book-Entry System; Recording and Transfer of Ownership of the New Bonds.

The Initial Bonds will be eligible securities for the purposes of the Book-Entry System of transfer maintained by the Depository, and transfers of beneficial ownership of the Initial Bonds shall be made only through the Depository and its participants in accordance with rules specified by the Depository. Such beneficial ownership must be of $5,000 principal amount of Initial Bonds of the same Series and maturity or any integral multiple of $5,000.

The Initial Bonds will be issued in fully-registered form, as a single Bond representing the entire principal amount of each Series of the New Bonds or one New Bond for each of the maturities of each Series of the New Bonds, in the name of Cede & Co., as the nominee of the Depository. When any principal of, premium, if any, or interest on the Initial Bonds becomes due, the City shall transmit or cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of the Depository as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of the Depository shall be considered to be the owner of the Initial Bonds so registered for all purposes of this Twelfth Supplemental Ordinance, including, without limitation, payments as aforesaid and receipt of notices. The Depository shall remit such payments to the Beneficial Owners of the New Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to the Depository in accordance with the provisions of the General Bond Ordinance.

The Depository is expected to maintain records of the positions of Participants in the Initial Bonds, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners in the Initial Bonds. The City, the Registrar and the Paying Agent make no assurances that the Depository and its Participants will act in accordance with such rules or expectations on a timely basis, and the City, the Registrar and the Paying Agent shall have no responsibility for any such maintenance of records or transfer of payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

The City, the Paying Agent and the Registrar may treat the Depository (or its nominee) as the sole and exclusive owner of the New Bonds registered in its name for the purpose of payment of the principal of, interest or premium, if any, on the New Bonds, giving any notice permitted or required to be given to Bondholders under the General Bond Ordinance or this Twelfth Supplemental Ordinance, registering the transfer of the New Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The City, the Paying Agent and the Registrar shall not have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the New Bonds under or through the Depository or any Participant, or any other person which is not shown on the Books of Registry of the City maintained by the Registrar as being a Bondholder, with respect to: the accuracy of any records maintained by the Depository or any Participant or the maintenance of any records; the payment by the Depository or any Participant of any amount in respect of the principal of, interest or premium, if any, on the New Bonds; the sending of any transaction statements; the delivery or timeliness of delivery by the Depository or any Participant of any notice which is permitted or required to be given to Bondholders thereunder; the selection of Bondholders to receive payments upon any partial redemption of the New Bonds; or any consent given or other actions taken by the Depository as a Bondholder.

If (a) the Depository determines not to continue to act as securities depository for the New Bonds, and gives reasonable notice to the Registrar or the City, or (b) the City has advised the Depository of the City's determination that the Depository is incapable of discharging its duties, then the City shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the City or the Registrar of the Initial Bonds together with an assignment duly executed by the Depository, the City shall execute and deliver to the successor depository, the New Bonds of the same principal amount, interest rate and maturity. If the City is unable to retain a qualified successor to the Depository, or the City has determined that it is in its best interest not to continue the Book-Entry System of transfer or that interests of the Beneficial Owners of the New Bonds might be adversely affected if the Book-Entry System of transfer is continued (the City undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the New Bonds by mailing an appropriate notice to the Depository, upon receipt by the City of the Initial Bonds together with an assignment duly executed by the Depository, the City shall execute, authenticate and deliver to the Depository Participants the New Bonds in fully-registered form, in authorized denomination; provided, however, that the discontinuation of the Book-Entry System of registration and transfer with respect to the New Bonds or the replacement of the Depository or any successor depository shall be subject to the

applicable rules and procedures of the Depository or such successor depository on file or otherwise approved by the Securities and Exchange Commission.

Section 5. Optional Redemption of New Bonds.

Such of the New Bonds as may be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof shall be subject to redemption prior to maturity, at the option of the City upon the written direction of the City, in whole or in part at any time in such order of their maturities as the City shall determine and by lot within a maturity, at the respective redemption prices with respect to each New Bond, expressed as a percentage of principal amount of the New Bonds to be redeemed, as shall be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption.

Section 6. Payment of the New Bonds.

The New Bonds, together with the interest thereon, shall be payable, in such coin or currency of the United States of America which at the time of such payment is legal tender for public and private debts, solely from the Net Revenues of the System in accordance with the provisions of the Ordinance including this Twelfth Supplemental Ordinance. The New Bonds shall be issued on a parity with the pledge of Net Revenues securing the remaining Outstanding Parity Bonds, and shall be senior to the pledge thereof securing the City's obligations under the Swap, the 2009 Letter of Credit or any Junior Bonds or any other charges, liens or encumbrances on the Net Revenues of the System, as contemplated by Section 6.7 of the General Bond Ordinance.

The New Bonds, and the interest thereon, shall not be a debt of the City, nor a charge, lien or encumbrance, legal or equitable, upon any property of the City or upon any income, receipts or revenues of the City other than such of the Net Revenues of the System as are hereby pledged to the payment thereof. No recourse shall be had for the payment of the New Bonds, or the interest thereon, or any part thereof, against the general fund of the City, nor shall the credit or taxing powers of the City be deemed to be pledged to the payment of the principal of and interest on the New Bonds. The full faith, credit and taxing powers of the State of South Carolina or of the City are not pledged to the payment of the principal of or the interest on the New Bonds, and the New Bonds shall never constitute an indebtedness of the City within the meaning of any State constitution provision (other than Article X, Section 14, Paragraph 10, of the South Carolina constitutional provision authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation.

Section 7. Establishment of Series Debt Service Fund.

In accordance with Section 6.5 of the General Bond Ordinance, the Series Debt Service Fund is hereby established on the date of the original delivery of the New Bonds and held by the City for the benefit of the Holders of the New Bonds; provided, however, that upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established for the

payment of debt service on such Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the "Series Debt Service Fund" with respect to the related Series of New Bonds.

Section 8. Establishment of the Series Reserve Fund Requirement and Series Debt Service Reserve Fund.

In accordance with Section 6.6 of the Ordinance, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, may determine whether it is necessary or desirable to establish a Series Debt Service Reserve Fund for the benefit of the Holders of one or more Series of New Bonds (if any) and the amount and timing of funding of the Series Reserve Fund Requirement, and, if so, such Series Debt Service Reserve Fund shall be established on the date of the original delivery of such Series of New Bonds or funded from System Revenues over a period of time thereafter and held by the City, all as provided in the Ordinance; provided, however, that (1) upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established (if at all) for each Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the "Series Debt Service Reserve Fund" with respect to the related Series of New Bonds; and (2) in the event of any full or partial defeasance of a Series of New Bonds under Article X of the Ordinance, then the Series Reserve Fund Requirement established for such Series of New Bonds shall be recalculated based on the then Outstanding principal amount of such Series. If the Series Debt Service Reserve Fund is established, the Series Reserve Fund Requirement initially will be satisfied by the City by the deposit of cash into the Series Debt Service Reserve Fund (which may, as designated by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof, be funded from the proceeds of the New Bonds on the date of delivery thereof or from System Revenues thereafter), with the purchase of a Surety Bonds, the provision of a Letter of Credit or any combination of the foregoing, in each case for the benefit of the Holders of the New Bonds.

Section 9. [Reserved]

Section 10. Designation of Registrar and Paying Agent.

The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and empowered to select the Registrar and the Paying Agent, respectively, for the New Bonds, pursuant to Section 11 hereof. The Registrar and the Paying Agent shall signify its acceptance of its duties upon delivery of the New Bonds.

Section 11. Sale and Issuance of New Bonds; Official Statement; Collateral Agreements.

(a) The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and empowered to determine the original issue dates and initial Interest Payment Dates of each Series of the New Bonds; the aggregate principal amounts of the New Bonds, if less than authorized by this Ordinance, and each Series thereof (including the portions thereof to be issued on a taxable or tax-exempt basis), authorized denominations thereof and the purposes of each Series thereof; the interest rates for each Series of the New Bonds; the New Bonds to be subject to mandatory and optional redemption; whether the Series Debt Service Reserve Fund will be established and funded with respect to each Series of the New Bonds and, if so, the manner and timing in which the Series Reserve Fund Requirement will be satisfied; the redemption prices of the New Bonds subject to optional redemption; the Registrar and Paying Agent for each Series of the New Bonds; whether each Series of the New Bonds will be sold in a public or private offering or offered through a private placement transaction, and the firm or firms which will serve as the Underwriter(s) or purchaser(s), as the case may be, in connection therewith; and any original issue discount or original issue premium at which each Series of the New Bonds will be sold; any Underwriter's discount or other fee payable to the purchasers of each Series of the New Bonds; and any other terms, provisions and matters necessary or advisable to effect the issuance of each Series of the New Bonds.

(b) The Mayor and the City Manager, or either of them acting alone, are hereby authorized and empowered to enter into, on behalf of the City, one or more Bond Purchase Agreements to be dated the date of their respective execution. Upon the submission of such Bond Purchase Agreement by the Underwriters, the Mayor and the City Manager, or either of them acting alone, shall further determine that the respective Purchase Contract is fair and reasonable and in the best interest of the City; that the related Series of New Bonds shall be sold to the Underwriters upon the terms and conditions set forth in such Bond Purchase Agreements and upon the basis of the representations therein set forth, and that all conditions precedent to or concurrent with the acceptance of the Bond Purchase Agreements by the City have been met. The Council hereby approves the form of Bond Purchase Agreement attached hereto as Exhibit B, together with such amendments and modifications to the form thereof as the Mayor and the City Manager, or either of them acting alone, shall negotiate and approve, and authorizes and directs the Mayor and the City Manager, or either of them acting alone, to execute the Bond Purchase Agreements, as so modified and amended, and deliver such executed Bond Purchase Agreements to the Underwriters, such person's execution and delivery of the Bond Purchase Agreements constituting conclusive evidence of his approval of the matters therein contained.

(c) The Council hereby ratifies and approves the form of Preliminary Official Statement relating to the New Bonds, in substantially the form attached hereto as Exhibit C, together with such amendments and modifications to the form thereof (the "Preliminary Official Statement") as the Mayor and the City Manager, or either of them acting alone, shall negotiate and approve. The Mayor and the City Manager, or either of them acting alone, is hereby authorized to "deem final" one or more Preliminary Official Statements related to the New Bonds for purposes of

complying with the requirements set forth in Rule 15c2-12 of the Securities and Exchange Commission, promulgated under the Securities Exchange Act of 1934, as amended.

(d) The Council hereby authorizes one or more Final Official Statements of the City to be dated of even date with the execution and delivery of the Bond Purchase Agreement relating to the New Bonds, substantially in the form of the Preliminary Official Statement presented at this meeting, with such modifications as the Mayor and the City Manager, or either of them acting alone, approve, as well as any amendments or supplements thereto dated the date thereof (as so amended and supplemented, the "Final Official Statement"); the Mayor and the City Manager, or either of them acting alone, is hereby authorized and directed to execute copies of the Final Official Statement and deliver the same to the Underwriters, which execution and delivery shall be conclusive evidence of the approval of any such modifications; and the City hereby authorizes the use of the Preliminary Official Statement, the Final Official Statement, the Ordinance (including this Twelfth Supplemental Ordinance) and the information contained herein and therein in the connection with the public offering and sale of the New Bonds by the Underwriters.

(e) A copy of this Twelfth Supplemental Ordinance shall be filed with the minutes of the meeting at which this Twelfth Supplemental Ordinance was enacted.

(f) The Council hereby authorizes the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to negotiate the terms of and prepare investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the New Bonds, to prepare and solicit bids for providers of such agreements, and the Mayor and the City Manager, or either of them acting alone, are authorized to execute, in the name and on behalf of the City, all such agreements or written confirmations of any such investment arrangements and other documents as may be necessary in connection therewith.

(g) Notwithstanding the foregoing resolutions, the Mayor and the City Manager, or either of them acting alone, are hereby authorized and empowered to take such actions as may be necessary or desirable to sell the New Bonds (or any Series thereof) to one or more purchasers in a private offering or private placement transaction, and may prepare, negotiate, execute and deliver a purchase agreement (which may be, but is not required to be, in the form of the Bond Purchase Agreement, together with such amendments and modifications to the form thereof as the Mayor or City Manager shall negotiate and approve, such person's execution and delivery thereof constituting conclusive evidence of his approval of the matters therein contained, or in another form satisfactory to the Mayor and City Manager, or either of them acting alone) with such purchasers and prepare, disseminate, execute and deliver requests for proposals, offering documents or private placement memoranda (which may be in the form of the Preliminary Official Statement, together with such amendments and modifications to the form thereof as the Mayor or City Manager shall negotiate and approve, such person's execution thereof constituting conclusive evidence of his approval of the matters therein contained, or otherwise) and solicit interest and receive offers from purchasers to purchase one or more Series of New Bonds in a private offering or private placement transaction as may be required in connection therewith.

(h) The Council hereby authorizes and directs all of the officers and employees of the City to carry out or cause to be carried out all obligations of the City under the aforesaid Bond Purchase Agreement or purchase agreement and to perform such other actions as they shall consider necessary or advisable in connection with the issuance, sale and delivery of the New Bonds.

(i) The Council hereby ratifies, confirms and approves the actions of the City Manager and the Assistant City Manager for Finance and Economic Services heretofore undertaken with regard to applications for Surety Bonds, Letters of Credit, other credit enhancements, and liquidity arrangements relating to the New Bonds from municipal bond insurance companies or other financial institutions and to enter into, execute and deliver on behalf of the City, such loan, insurance, reimbursement or guaranty agreements as shall be necessary and advisable, with advice of counsel, in connection with the transactions and other matters referred to herein; provided, however, that the representations and covenants contained in such agreements may be incorporated in this Twelfth Supplemental Ordinance as if fully set forth herein.

(j) With respect to the Swap, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are authorized and empowered to take such actions and execute any agreements or other documents to terminate the Swap, if determined it to be in the City's best interest to do so, upon advice of counsel and the City's financial advisor.

Section 12. Disposition of Proceeds of New Bonds and Certain Other Moneys.

The proceeds derived from the sale of any Series of the New Bonds, net of the original issue discount or original discount premium or both, and any Underwriters' discount or fees payable to the purchasers thereof and the premium, if any, on the Surety Bonds, shall be deposited with the City and used for one or more of the following purposes:

(a) If the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, determine that a Series Debt Service Reserve Fund shall be established for a Series of New Bonds and the Series Reserve Fund Requirement shall be funded with a portion of the proceeds of a Series of the New Bonds, there shall be deposited with the City for deposit into such Series Debt Service Reserve Fund an amount equal to the Series Reserve Fund Requirement.

(b) The remainder of the proceeds of any Series of the New Bonds shall be deposited into the Series Construction Fund established in Section 13 hereof to pay Costs of Acquisition and Construction for the New Projects and Costs of Issuance for such Series of New Bonds.

The respective amounts specified in this Section 12 shall be determined by the City upon delivery of any Series of the New Bonds.

Section 13. Series Construction Fund.

There is hereby created and established the Series Construction Fund, which fund shall be held by the Custodian; provided, however, that upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established for such Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the "Series Construction Fund" with respect to the related Series of New Bonds. The Series Construction Fund established for a particular Series of New Bonds shall be accounted for as a single fund, however the moneys on deposit therein may be held by one or more banks or other financial institutions designated by the City. The moneys on deposit in the Series Construction Fund shall be used and applied to pay the Cost of the Acquisition and Construction of the New Projects and all Costs of Issuance incidental to the issuance and sale of the New Bonds.

Moneys held for the credit of the Series Construction Fund shall be invested to the fullest extent practicable and reasonable, in Permitted Investments, maturing at such times and in such amounts as shall be required to provide moneys to make the payments required to be made from such Fund.

Withdrawals from the Series Construction Fund shall be made in the manner withdrawals from other funds of the City are made.

If after the payment in full of all costs of the New Projects and Costs of Issuance or after adequate provision has been made for such payment any moneys remain in the Series Construction Fund, such excess shall be paid into the related Series Debt Service Fund and shall be used only for the payment of the principal of and interest on the related Series of New Bonds or, in the alternative, to acquire Outstanding New Bonds at a price (exclusive of accrued interest) not exceeding the face amount thereof.

Section 14. Federal Tax Covenant.

The City hereby covenants and agrees with the Holders of the New Bonds issued as tax-exempt obligations for income tax purposes (the "Tax Exempt Bonds") that it will not take any action which will, or fail to take any action which failure will, cause interest on the Tax Exempt Bonds to become includable in the gross income of the Holders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Tax Exempt Bonds. The City further covenants and agrees with the Holders of the Tax Exempt Bonds that no use of the proceeds of the Tax Exempt Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Tax Exempt Bonds would have caused the Tax Exempt Bonds to be "arbitrage bonds," as defined in the Code; and to that end the City hereby shall:

(a) comply with the applicable provisions of Sections 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as any of the Tax Exempt Bonds are Outstanding;

(b) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and

(c) make such reports of such information at the times and places required by the Code.

This Ordinance shall constitute the City's declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the City from a portion of the proceeds of the Tax Exempt Bonds or other tax-exempt bonds issued by the City for such purposes (the "Reimbursement Bonds") for expenditures it anticipates incurring (the "Expenditures") with respect to the New Projects prior to the issuance of the Reimbursement Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (a) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Code) under general federal income tax principles; or (2) certain *de minimis* or preliminary expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. The source of funds for the Expenditures with respect to the acquisition of the New Projects will be the City's water and sewer fund. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such project was placed in service, but in no event more than three (3) years after the original Expenditures.

Section 15. Continuing Disclosure.

(a) The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement in the form attached hereto as Exhibit D (the "Continuing Disclosure Agreement") with such changes as may be approved by the Mayor and the City Manager, or either of them acting alone, upon advice of counsel. Notwithstanding any other provision of the Ordinance or this Twelfth Supplemental Ordinance, failure of the City to comply with the provisions of the Continuing Disclosure Agreement shall not be considered an Event of Default under the Ordinance or this Twelfth Supplemental Ordinance. The Continuing Disclosure Agreement shall be executed by the Mayor and the City Manager, or either of them acting alone, prior to the delivery of the New Bonds.

(b) The City covenants, so long as and to the extent required pursuant to Section 11-1-85, Code of Laws of South Carolina 1976, as amended, to file with a central repository for availability in the secondary bond market when requested:

(i) an annual independent audit, within thirty (30) days of the City's receipt of the audit; and

(ii) event specific information within thirty (30) days of an event adversely affecting more than five percent (5%) of the Revenues or the City's tax base.

(c) The only remedy for failure by the City to comply with the Continuing Disclosure Agreement or the covenants included in paragraph (b) of this Section 15 shall be an

action for specific performance of this covenant; and failure to comply shall not constitute a default or an "Event of Default" under the Ordinance or this Twelfth Supplemental Ordinance. The Registrar and the Paying Agent shall have no responsibility to monitor the City's compliance with the Continuing Disclosure Agreement or the covenants included in paragraph (b) of this Section 15, and the City specifically reserves the right to amend or delete its covenants in the Continuing Disclosure Agreement or in paragraph (b) of this Section 15 to reflect any change in Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, or federal law, as applicable, without the consent of the Registrar and the Paying Agent or the Registered Holders of any New Bond.

Section 16. Modification of Ordinance.

The Holders of the Bonds of 2012, the Bonds of 2013, the Bonds of 2016A, the Bonds of 2016B and the New Bonds, by their acceptance thereof, have or are deemed to have consented to the amendments set forth in the Ninth Supplemental Ordinance. The Holders of the Bonds of 2016A, the Bonds of 2016B and the New Bonds, by their acceptance thereof, have or are deemed to have consented to the amendments set forth in the Eleventh Supplemental Ordinance.

The following provisions of the General Bond Ordinance are hereby amended pursuant to the authority of Article IX(A) of the General Bond Ordinance; provided, however, that the Holders of the New Bonds, by their acceptance thereof, are deemed to have consented to the following amendments. Any Bonds (as defined in the General Bond Ordinance), including the New Bonds, issued after the date of enactment of this Twelfth Supplemental Ordinance shall contain a reference to the amendments herein made:

(1) Article I of the General Bond Ordinance is hereby amended by adding the following definitions:

"Contingent Fund" shall mean the fund of that name established pursuant to Section 6.12 of the Ordinance.

"Depreciation Fund" shall mean the fund of that name established pursuant to Section 6.12 of the Ordinance.

(2) Section 6.1 of the General Bond Ordinance shall be amended by adding the following language after the first paragraph thereof:

Pursuant to Section 6.12 of the Ordinance, there are hereby established the Contingent Fund and the Depreciation Fund. For the avoidance of doubt, (a) the designation of the Contingent Fund and the Depreciation Fund in and by the Ordinance shall not be construed to require the establishment of any completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of the Revenues and assets of the System for certain purposes and to establish certain priorities for application of such Revenues and assets as herein provided, and (b) the cash required to be accounted for in each of the foregoing funds established

herein may be deposited in a single bank account, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash in and deposited therein for the various purposes of such funds as provided herein.

(3) Section 6.2 of the General Bond Ordinance is hereby amended by deleting the sub-paragraph "Fifth" following the second paragraph thereof in its entirety and replacing it with the following text:

Fifth, provision shall be made for the payment of any Junior Bonds or to meet any other obligations of the City which are charges, liens or encumbrances upon the Revenues of the System junior and subordinate to the lien on Net Revenues securing the Bonds (including but not limited to termination payments under the Swap and the payment of interest on amounts advanced by the provider of any surety bond, insurance policy or letter of credit as contemplated in Section 6.6 hereof), as described in Section 6.7 hereof;

Sixth, there shall be transferred into the Contingent Fund and the Depreciation Fund the amounts required by the Ordinance, as described in Sections 6.7 and 6.12 hereof; and

Seventh, the remaining Revenues shall be disposed of as provided in Section 6.7 hereof.

(4) Section 6.7 of the General Bond Ordinance is hereby amended by deleting the text "second to provide adequate funds for improvements to the System and to build up proper reserves for depreciation and against contingencies" in its entirety and replacing it with the following text: "second to make such deposits to the Contingent Fund as required by Section 6.12 hereof to provide for adequate funds for improvements to the System and build up a proper reserve against contingencies and to the Depreciation Fund as required by Section 6.12 hereof to build up a proper reserve for depreciation of the System"

(5) The following shall be added as a new section of the General Bond Ordinance:

Section 6.12. Contingent Fund and Depreciation Fund. There are hereby established a Contingent Fund and a Depreciation Fund.

The City shall deposit from time to time (at least on a monthly basis) into the Contingent Fund and the Depreciation Fund the amounts determined in the Annual Budget prepared for the System. Moneys in the Contingent Fund shall be used to build up a reasonable reserve for improvements, betterments, and extensions to the System, other than those necessary to maintain the System in good repair and working order, and moneys in the Depreciation Fund shall be used to build up a reserve for the depreciation of the System and used for the purpose of restoring or replacing depreciated or obsolete items of the System.

Moneys in the Contingent Fund and the Depreciation Fund shall be held by the City in accordance with Section 6.1 hereof, and may be invested in Permitted Investments pursuant to Section 6.11 hereof. Withdrawals from the Contingent Fund and the Depreciation Fund shall be made by an authorized representative of the City.

Section 17. Further Actions.

The Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services, the City Clerk and the City Attorney are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate issuance and sale of the New Bonds pursuant to the Bond Purchase Agreement, to elect to purchase the Surety Bonds and to carry out the intentions of this Twelfth Supplemental Ordinance.

Section 18. Headings.

The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Twelfth Supplemental Ordinance.

Section 19. Notices.

All notices, certificates or other communications hereunder or under the Ordinance shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, or given when dispatched by telegram addressed as follows:

If to the City:

City of Columbia
1737 Main Street
Columbia, South Carolina 29217-0147
Attention: City Manager

The City, the Registrar, the Paying Agent, the Escrow Agent and the Insurer (if any) may, by notice given to the other parties, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 20. Repeal of Inconsistent Ordinances and Resolutions.

All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Twelfth Supplemental Ordinance are hereby repealed to the extent of such inconsistency.

Section 21. Effective Date.

This Twelfth Supplemental Ordinance shall become effective upon its enactment.

[Signature page follows]

Enacted by the City Council of the City of Columbia, South Carolina, this ____ day of _____, 2018.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

By:_____
Mayor

(SEAL)

ATTEST:

_____
Clerk

Date of First Reading: _____, 2018
Date of Second Reading: _____, 2018

SCHEDULE I

List of New Projects

WATER CIP

Rehabilitation and Installation of Water Lines for Water Quality and Fire Protection Upgrades
System Wide Expansion
Columbia Canal Water Treatment Plant Upgrades
Lake Murray Water Treatment Plant Upgrades

SEWER CIP

Rehabilitation and Installation of Sewer Lines and Manholes
System Capacity Upgrades
System Wide Expansion
Metro Wastewater Treatment Plant Upgrades

EXHIBIT A

FORM OF NEW BOND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, New York, New York ("DTC") to the City of Columbia, South Carolina or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CITY OF COLUMBIA
WATERWORKS AND SEWER SYSTEM REVENUE BOND
SERIES (YEAR)

REGISTERED

No. R-_____

Original Issue Date	Maturity Date	Interest Rate	CUSIP
_____ 1, 2018	*(As set forth in Schedule A)*		

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: $_____

The City of Columbia, South Carolina (the "City"), is justly indebted and, for value received, hereby promises to pay to the Registered Holder (named above), or registered assigns, but solely from the Net Revenues hereinafter mentioned and not otherwise, the Principal Amount shown above on the Maturity Date shown above (unless the within Bond shall be subject to prior redemption and shall have been duly called for previous redemption and payment of redemption price made or provided for), upon presentation and surrender of this Bond at the principal office of _____, as paying agent (the "Paying Agent") in _____, and to pay interest, but solely from the Net Revenues hereinafter mentioned and not otherwise, on such principal amount from the date hereof at the Interest Rate per annum shown above until this Bond matures. Interest on this Bond is payable (calculated on the basis of a 360-day year comprised of twelve 30-day months) on _____, and semiannually thereafter on February 1 and August 1 of each year, until this Bond matures, and shall be payable by wire transfer to the registered holder owning at least $1,000,000 aggregate principal amount of the Bonds to an account within the continental United States or by check or draft mailed to the person in whose

name this Bond is registered on the registration books of the City maintained by _____ (the "Registrar"), in _____, at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by wire transfer, check or draft as set forth above.

THIS BOND HAS BEEN ISSUED UNDER THE PROVISIONS OF TITLE 6, CHAPTER 17, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION. THIS BOND AND THE BONDS OF THE SERIES OF WHICH IT IS ONE SHALL NOT CONSTITUTE A DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE AFORESAID NET REVENUES OF THE SYSTEM (AS DEFINED HEREIN) PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THIS BOND OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

This Bond shall not be entitled to any benefit under the Bond Ordinance (hereinafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

This Bond is one of an authorized series of Bonds (as defined in the Bond Ordinance) of the aggregate principal amount of _____ ($_____) of like date of original issue, tenor and effect, except as to number, date of maturity, principal amount, date of authentication, registered holder, redemption provisions and rate of interest, issued by the City for the purpose of making certain improvements, enlargements and extensions to the City's Water and Sewer System (the "System"). This Bond and the series of Bonds of which it is one are authorized to be issued and are issued under, pursuant to and in full compliance with the Constitution and statutes of the State of South Carolina, including particularly Article X, Section 14(10) of the South Carolina Constitution and Title 6, Chapter 17 of the Code of Laws of South Carolina, 1976, as amended (collectively the "Act"). This Bond and the series of Bonds of which it is one are also authorized to be issued and are issued under and pursuant to General Bond Ordinance No. 93-43 of the City Council of the City (the "Council") enacted on May 21, 1993, as amended (as so amended, the "General Bond Ordinance"), and as supplemented by the Twelfth Supplemental Ordinance No. 2018-012 of the Council enacted on _____, 2018 (the "Twelfth Supplemental Ordinance," and together with the General Bond Ordinance, the "Bond Ordinance"), under the Act which Bond Ordinance has been duly codified and indexed as prescribed by law.

The Bond Ordinance contains provisions defining terms, including the properties comprising the System; sets forth the revenues pledged for the payment of the principal of and interest on this Bond and the Bonds of other series which may hereafter be issued on a parity herewith under the Bond Ordinance; sets forth the nature, extent and manner of enforcement of the security of this Bond and of such pledge, and the rights and remedies of the holder hereof with respect thereto; sets forth the terms and conditions upon which and the extent to which the Bond Ordinance may be altered, modified and amended; sets forth the terms and conditions upon which this Bond is issued upon which other bonds may be hereinafter issued payable as to principal, premium, if any, and interest on a parity with this Bond and equally and ratably secured herewith; sets forth the rights, duties and obligations of the City thereunder; and sets forth the terms and conditions upon which the pledge made in the Bond Ordinance for the security of this Bond and upon which the covenants, agreements and other obligations of the City made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth in the Bond Ordinance. Reference is hereby made to the Bond Ordinance to all of the provisions of which any holder of this Bond by the acceptance hereof thereby assents. The provisions of the General Bond Ordinance pertaining to (1) the definitions of "Debt Service," "Expenses of Operating and Maintaining the System" and "Maximum Debt Service", (2) the additional bonds' test (including the calculation of interest on Variable Rate Bonds for purposes thereof), (3) the rate covenant, (4) the ability of underwriters, purchasers or bond insurers to assent to amendments to the General Bond Ordinance, and (5) the Contingent Fund and Depreciation Fund, have been amended by Supplemental Ordinances to the General Bond Ordinance. The provisions of the Act and the Bond Ordinance shall be a contract with the holder of this Bond.

This Bond and the series of Bonds of which it is one and the interest thereon are special obligations of the City and are secured by and payable solely from, and secured equally and ratably by a pledge of and lien upon, the Net Revenues (as defined in the General Bond Ordinance) derived by the City from the System; and on a parity with the Bonds of 2009, the Bonds of 2010, the Bonds of 2011A, the Bonds of 2011B, the Bonds of 2012, the Bonds of 2013, the Bonds of 2016A and the Bonds of 2016B (as such terms are defined in the Twelfth Supplemental Ordinance) and any Series of Bonds (as defined in the General Bond Ordinance) which are presently Outstanding (as defined in the General Bond Ordinance) or which may be hereafter issued under the General Bond Ordinance payable from such Net Revenues on a parity and equally and ratably secured therewith.

This Bond and the series of Bonds of which it is one maturing on or prior to February 1, ____, shall not be subject to redemption prior to their stated maturities. This Bond and the series of Bonds of which it is one maturing on or after February 1, ____, shall be subject to redemption prior to maturity, at the option of the City, on and after February 1, ____, in whole or in part at any time in such order of their maturities as the City shall determine and by lot within a maturity, at the redemption prices with respect to each Bond, expressed as a percentage of the principal amount to be redeemed, as set forth below, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption:

Period During Which Redeemed (both dates inclusive)	Redemption Prices

If less than all the Bonds of the series of which this Bond is one of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event this Bond is redeemable, as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this Bond and specifying the redemption date and the premium payable upon such redemption, shall be given by the Registrar by first class mail, postage prepaid, to the registered owner thereof not less than thirty (30) days and not more than sixty (60) days prior to the redemption date at the last address appearing upon the registration books of the City. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.

The Bonds of the series of which this Bond is one maturing in the year ____ shall be retired by sinking fund installments which shall be accumulated in the Series Debt Service Fund (as defined in the Twelfth Supplemental Ordinance) in amounts sufficient to redeem on February 1 of each year, at a redemption price equal to the principal amount of the Bond or Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, the principal amount of such Bonds specified for each of the years shown below:

Year	Principal Amount

The Bonds of the series of which this Bond is one maturing in the year ____ shall be retired by sinking fund installments which shall be accumulated in the Series Debt Service Fund in amounts sufficient to redeem on February 1 of each year, at a redemption price equal to the

principal amount of the Bond or Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, the principal amount of such Bonds specified for each of the years shown below:

Year	Principal Amount

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

_____

Notice: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

(Authorized Officer)

_____

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

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT -

_____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to
Minors Act _____
(State)

Additional abbreviations may also be used though not in above list.

CERTIFICATE

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

CITY OF COLUMBIA, SOUTH CAROLINA

By:_____
Clerk

SCHEDULE A

$_____

City of Columbia, South Carolina
Waterworks and Sewer System Revenue Bonds,
Series (year)

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
WATERWORKS AND SEWER SYSTEM REVENUE BONDS
SERIES 2018

PURCHASE CONTRACT

[], 2018

The Honorable Mayor and Members of City Council
City of Columbia
1225 Laurel Street
Columbia, South Carolina 29201

The undersigned, [], on behalf of itself and as representative of [], as the Underwriter ("Underwriter"), offers to enter into this Purchase Contract with the City of Columbia, South Carolina ("City"), which, upon the acceptance of this offer and the execution of this Purchase Contract by the City, shall be in full force and effect in accordance with its terms and shall be binding upon the City and the Underwriter. This offer is made subject to your acceptance of this Purchase Contract on or before 4 p.m. local time, on [], 2018, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to your office at any time prior to the acceptance hereof by you. All terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Preliminary Official Statement (defined below) or the Ordinance (defined below).

1. ***Offer and Sale of Bonds***. Upon the terms and conditions and upon the basis of the representations and warranties hereinafter set forth, the Underwriter hereby agrees to purchase from the City $[] aggregate principal amount of the City's Waterworks and Sewer System Revenue Bonds, Series 2018 (the "Bonds"), and the City hereby agrees to sell to the Underwriter all (but not less than all) of the Bonds.

The purchase price for the Bonds shall be $[] (representing the par amount of the Bonds less an Underwriter's discount of $[], [plus][less] [aggregate] original issue [premium][discount] of $[]). The Underwriter may change the offering prices of the Bonds at any time and from time to time.

2. ***Authorization and Purpose***. The Bonds shall be authorized and issued pursuant to the following: (i) Title 6, Chapter 17, of the Code of Laws of South Carolina 1976, as amended ("Enabling Act"); (ii) the General Bond Ordinance No. 93-43 enacted by the City Council of the City ("City Council") on May 21, 1993 ("Bond Ordinance"), as amended and supplemented, including as amended and supplemented by the Twelfth Supplemental Ordinance No. 2018-012, enacted by the City Council on [], 2018 (together with "Bond Ordinance," as so amended and supplemented, "Ordinance").

Proceeds of the Bonds will be used, as applicable, to (i) fund the improvements, extensions and enlargements to the System, and (ii) pay the costs incurred in connection with the issuance of the Bonds. The Bonds shall mature on such dates and in such principal amounts, shall bear interest at such rates, shall be reoffered at the prices and yields and shall be subject to optional redemption, all as set forth in Exhibit A attached hereto and made a part hereof. The Depository Trust Company ("DTC") shall act as securities depository for the Bonds, which shall be issued in book-entry form.

Payment of the Bonds will be secured by a pledge of and lien on the Net Revenues derived by the City from the System on a parity with the pledges thereof securing the Bonds of 2009, the Bonds of 2010, the Bonds of 2011A, the Bonds of 2011B, the Bonds of 2012, the Bonds of 2013, the Bonds of 2016A and the Bonds of 2016B.

3. ***Official Statement***. The City has previously provided to the Underwriter copies of the Preliminary Official Statement with respect to the Bonds dated [], 2018 ("Preliminary Official Statement"). As of its date, the Preliminary Official Statement has been "deemed final" by the City for purposes of Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934 except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds and delivery dates of the Bonds. Within seven business days of the date hereof and, in any event, in sufficient time to accompany confirmations requesting payment from customers, the City agrees to supply to the Underwriter a final Official Statement executed by the City ("Official Statement") and in a sufficient quantity to comply with Rule 15c2-12(b)(1) and the rules of the Municipal Securities Rulemaking Board ("MSRB") and to ensure a copy of the Official Statement is placed on http://emma.msrb.org/ in such a way as to assist the Underwriter in complying with MSRB Rule G-32. The City hereby consents to and ratifies the use by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the public offering of the Bonds.

4. ***Offering.*** The Underwriter intends to make an initial bona fide public offering of all the Bonds at not in excess of the public offering price or prices (nor lower than the yield or yields) set forth in Exhibit A hereto and may subsequently change such offering price or prices (or yield or yields) without any requirement of prior notice to the City. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others, as stated in Paragraph 1 above, at prices lower than the public offering price or prices stated.

5. ***Representations and Warranties of the City.*** The City hereby represents and warrants to the Underwriter that:

(a) The City is a municipal corporation existing under the laws of the State of South Carolina.

(b) The City is authorized by the laws of the State of South Carolina, including particularly the Enabling Act, to enact the Ordinance, to issue the Bonds, to enter into this Purchase Contract and to secure the Bonds in the manner contemplated by the Ordinance.

(c) The City has full power and authority to consummate the transactions contemplated by this Purchase Contract, the Bonds, the Ordinance, the Official Statement and as otherwise set forth herein.

(d) The City has duly approved and authorized the distribution and use of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement; the City has delivered the Preliminary Official Statement to the Underwriter, and the City deems the Preliminary Official Statement to be final for the purpose of SEC Rule 15c2-12(b)(1) except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds and delivery dates of the Bonds; the Official Statement will be a final official statement as such term is defined in Rule 15c2-12(b)(1), as of its date; and nothing has come to the City's attention which would lead it to believe that (i) except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds and delivery date of the Bonds, the information contained in the Preliminary Official Statement is not true and correct in all material respects or contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made in the Preliminary Official Statement, in light of the circumstances under which they were made, misleading; and (ii) the information to be contained in the Official Statement will not be true and correct in all material respects or will contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Official Statement, in light of the circumstances under which they were made, misleading (excluding from (i) and (ii), above, the information relating to DTC and its affiliates and the book-entry only system of registration and transfer and related information under the caption "THE 2018 BONDS—Book-Entry Only System"; the information relating to the Underwriter under the caption "MISCELLANEOUS – Underwriting" and the stabilizing language on the inside front cover).

(e) The City has duly enacted the Ordinance and duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth herein, in the Ordinance and in the Official Statement; (ii) the approval of the Official Statement and the execution of the Official Statement by a duly authorized officer; (iii) the application of the proceeds of the Bonds for the purposes described in the Official Statement; and (iv) the execution, delivery and receipt of this Purchase Contract, the Bonds and any and all such other agreements and documents as may be required to be executed, delivered, and received by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement.

(f) The Bonds, when issued, delivered and paid for as herein and in the Ordinance provided, will have been duly authorized, executed, issued and delivered and will constitute special obligations of the City entitled to the benefits and security of the Ordinance. The Bonds and the interest thereon do not constitute an indebtedness of the City within the meaning of any provision, limitation or restriction of the South Carolina Constitution (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing indebtedness payable solely from a revenue-producing project not involving revenues from any tax or license) or the laws of the State of South Carolina and are payable by the City solely from the Net Revenues of the System.

(g) The City, immediately after the Closing, will apply the proceeds from the sale of the Bonds as described in the Ordinance and the Preliminary Official Statement and as more fully described in the certificates delivered at the Closing. The City will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Ordinance or would cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

(h) Except as stated in the Preliminary Official Statement, or as may be supplemented in the Official Statement, there is no action, suit, hearing, proceeding, inquiry or investigation at law or in equity or before or by any court, public board, agency or body pending or, to the best of the City's knowledge, threatened in writing against or directly affecting the City contesting the due organization and valid existence of the City or wherein an unfavorable decision, ruling or finding would, in any way, adversely affect (i) the transactions contemplated hereby or by the Official Statement or the validity or due enactment of the Ordinance or the validity, due authorization and execution of the Bonds, this Purchase Contract or any agreement or instrument to which the City is a party and which is used or contemplated hereby or by the Official Statement, (ii) the federal tax-exempt status of the interest on the Bonds, (iii) the exemption of interest on the Bonds from taxation in South Carolina as described in Paragraph 5(j) below, (iv) the organization, existence or powers of the City or the title of the Mayor or any of the members of the City Council or any officers of the City, or (v) the business, properties or assets or the condition, financial or otherwise, of the City.

(i) The execution and delivery by the City of the Official Statement, this Purchase Contract and the other documents contemplated hereby and by the Official Statement, and the enactment of the Ordinance and compliance with the provisions thereof do not and will not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree, order or any agreement, indenture, mortgage or lease by which it is or, on the date of Closing, will be bound, and this Purchase Contract constitutes a legally binding obligation of the City enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

(j) There is no legislation enacted or, to the best of the City's knowledge, pending, the effect of which would be to remove the exemption of the interest on the Bonds from any taxation under the laws of South Carolina, except inheritance or other transfer taxes and certain franchise taxes.

(k) The City has not been notified of any listing or proposed listing of disqualification by the Internal Revenue Service to the effect that the City is a bond issuer that may not certify its bonds.

(l) If, between the date of this Purchase Contract and the Termination of the Disclosure Period (hereinafter defined), any event shall occur to the knowledge of the undersigned which could reasonably cause or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (other than the information relating to DTC and its affiliates and the book-entry only

system of registration and transfer and related information under the caption "THE 2018 BONDS—Book-Entry Only System"; the information relating to the Underwriter under the caption "MISCELLANEOUS – Underwriting" and the stabilizing language on the inside front cover), the City shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will at its own expense forthwith prepare and furnish to the Underwriter (1) a sufficient number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will supplement or amend the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at such time, not misleading, and (2) if such notification shall be subsequent to the Closing, such legal opinion, certification, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

For purposes of this Purchase Contract:

(i) The "Termination of the Disclosure Period" shall mean the later of (1) the earlier of (x) the ninetieth day following the End of the Underwriting Period (as defined in subparagraph (ii) below) and (y) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, and (2) the twenty-fifth day following the End of the Underwriting Period; and

(ii) The "End of the Underwriting Period" shall mean the later of (1) the Closing Date that the "End of the Underwriting Period" for purposes of Rule 15c2-12 will not occur on the Closing Date and (2) the date on which notice is given to the City by the Underwriter in accordance with the following sentence. In the event that the Underwriter has given notice to the City pursuant to clause (1) that the "End of the Underwriting Period" will not occur on the Closing Date, the Underwriter agrees to notify the City in writing as soon as practicable of the "End of the Underwriting Period" for purposes of Rule 15c2-12.

(m) Between the time of the City's acceptance hereof and the Closing, the City will not have executed or issued any bonds or notes or incurred any other obligations for borrowed money, in each case, which are payable from, or secured by a pledge of, the Net Revenues of the System on a parity with the pledge thereof securing the Bonds, and there will not have been any adverse change of a material nature in the financial position, method of operation, or personnel of the System.

(n) Except as otherwise disclosed in the Preliminary Official Statement, the City is in material compliance with the City's undertakings, as provided under Rule 15c2-12.

6. ***Closing.*** At 10:00 a.m., local time, on [], 2018, or at such other time or such other date as shall have been agreed upon by the City and Underwriter, the City will deliver, or cause to be delivered, to the Underwriter the Bonds, in fully registered form, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds to the City in Federal or other immediately available funds. Time shall be of the essence, and delivery at the time and place specified pursuant to this Purchase Contract is a further condition to the obligations of the Underwriter hereunder.

Payment and delivery of the Bonds as aforesaid shall be made at the offices of the City, or at such other place as the City and the Underwriter agree upon, provided, however, that the Bonds will be physically delivered to DTC in New York, New York, or pursuant to arrangements with DTC, to [], as trustee ("Trustee") under the terms of a "FAST" closing. Such payment and delivery is herein called the "Closing." The Bonds will be delivered as fully registered Bonds in book-entry form, in the form of one certificate per maturity and registered in the name of "Cede & Co." At the direction of the City, the Trustee shall release or authorize the release of the Bonds at the Closing to the Underwriter upon receipt of payment for the Bonds as aforesaid. In addition, the City and the Underwriter agree that there shall be a preliminary closing on [], 2018, or on such other date agreed upon by the City and the Underwriter.

7. ***Closing Conditions.*** The Underwriter's obligation to purchase the Bonds at the Closing is subject to the following conditions which must be performed in a timely fashion as set forth herein: (i) the performance by the City

of its obligations to be performed hereunder and (ii) the following conditions, including the delivery by the City of such documents as are enumerated herein in form and substance reasonably satisfactory to the Underwriter:

(a) At the time of Closing, (i) the Official Statement shall not have been amended, modified or supplemented except as may be agreed to by the Underwriter, and the Ordinance shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, (ii) the proceeds of the sale of the Bonds shall be applied as described in the Official Statement, (iii) all official action of the City related to the Bonds shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, and (iv) the City shall have duly enacted and there shall be in full force and effect such proceedings as, in the opinion of McNair Law Firm, P.A. and Johnson, Toal & Battiste, P.A. ("Co-Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby.

(b) The Underwriter shall have the right to cancel its obligation to purchase the Bonds (and such cancellation shall not constitute a default hereunder by the Underwriter) if between the date hereof and the Closing:

(i) legislation shall be enacted or be actively considered for enactment by the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by a committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the IRS or other governmental agency shall be made or proposed to be made with respect to federal taxation upon revenues or other income of the general character to be derived by the City or by any similar body, or upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired that have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated in connection herewith, that, in the opinion of the Underwriter, materially and adversely affects the market price of the Bonds or the market price generally of obligations of the general character of the Bonds;

(ii) any legislation, ordinance or regulation shall be enacted or be actively considered for enactment by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered that, in the opinion of the Underwriter, materially and adversely affects the market price of the Bonds;

(iii) any action shall have been taken by the Securities and Exchange Commission that would require the registration of the Bonds under the Securities Act of 1933, as amended ("1933 Act"), or the qualification of the Ordinance under the Trust Indenture Act of 1939, as amended, or it appears that the Underwriter, by selling the Bonds, would subject itself to liability under the 1933 Act, the 1934 Act or any blue sky law;

(iv) any event shall have occurred or shall exist that, in the opinion of the Underwriter, either (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement, or (ii) is not reflected in the Official Statement and should be reflected therein in order to make the statements and information contained therein not misleading in any material respect;

(v) there shall have occurred any outbreak of, or escalation in, hostilities or other national or international calamity or crisis or a financial crisis, including, but not limited to, the United States engaging in hostilities, or a Declaration of War or a national emergency by the United States on or after the date hereof which, in the sole opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Bonds;

(vi) trading shall be suspended, or new or additional trading or loan restrictions shall be imposed, by the New York Stock Exchange or other national securities exchange or governmental authority with respect to obligations of the general character of the Bonds or a general banking moratorium shall be declared by federal, South Carolina or New York authorities;

(vi) there shall have occurred any change in the financial condition or affairs of the City or the System the effect of which is, in the sole judgment of the Underwriter, so material and adverse as to make it impracticable or inadvisable to proceed with the offering or delivery of the Bonds on the terms and in the manner contemplated by the Official Statement;

(vii) either of the ratings of the Bonds shall have been downgraded or withdrawn, or becomes the subject of a published negative credit watch, which in the Underwriter's sole opinion, materially adversely affects the market price of the Bonds;

(viii) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Bonds or in any way contesting or questioning any authority for or the validity of the Bonds or the money or revenues pledged to the payment thereof or any of the proceedings of the City taken with respect to the issuance and sale thereof;

(ix) the "blue sky" or securities commission of any state in the United States has withheld registration, exemption, or clearance of the offering of the Bonds, and, in the sole opinion of the Underwriter, the effect of the withholding will materially and adversely affect the market price or marketability of the Bonds;

(x) the purchase of and payment for the Bonds by the Underwriter, or their resale or reoffering by the Underwriter, on the terms and conditions contemplated by this Purchase Contract and the Official Statement, is prohibited by any applicable law or governmental regulation or by order of any court, government authority, board, agency, or commission or would subject the Underwriter to liability under the 1933 Act, the 1934 Act, common law or otherwise;

(xi) additional material restrictions not in force on the date of this Purchase Contract have been imposed on trading in securities generally or by a governmental authority or Financial Industry Regulatory Authority; or

(xii) there shall have occurred any event other than those listed above, the effect of which is, in the reasonable and exclusive judgment of the Underwriter, material and adverse to make it impractical or inadvisable to proceed with the offering of the Bonds on the terms and in the manner contemplated by the Official Statement.

(c) At the time of Closing, the City shall have duly adopted all proceedings required by the Enabling Act and all other applicable laws and regulations, State or federal, necessary to enable Co-Bond Counsel to deliver an unqualified opinion with respect to due authorization, execution and delivery of the Bonds.

(d) The Underwriter shall have received, within a sufficient time period for such Official Statements to accompany confirmations delivered by the Underwriter to potential investors in accordance with the Rules of the MSRB but in no event later than seven business days following the date hereof, a quantity of Official Statements adequate to enable the Underwriter to meet the continuing obligations imposed on it by Rule 15c2-12 under the 1934 Act.

(e) At or prior to the Closing, the Underwriter shall receive one executed original of the following documents, unless otherwise indicated:

(i)(A) the unqualified approving opinions of Co-Bond Counsel each dated the date of Closing, addressed to the City in substantially the forms of Appendix "D" of the Official Statement, and (B) supplemental opinions of Co-Bond Counsel, each dated the date of Closing and addressed to the Underwriter, in substantially the forms set forth in Exhibit B attached hereto;

(ii) a certificate of the City, dated the date of Closing signed by an official of the City, in substantially the form attached hereto as Exhibit C;

(iii) a specimen of the Bonds;

(iv) an opinion of Teresa A. Konx, Esquire, Counsel to the City, addressed to the City and the Underwriter, dated the date of Closing in substantially the form attached hereto as Exhibit D;

(v) evidence satisfactory to the Underwriter that the Bonds have been rated "[]" by Moody's Investors Service, Inc. ("Moody's") and "[]" by Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("Standard & Poor's");

(vi) a certified copy of the Ordinance;

(vii) a copy of the Official Statement executed on behalf of the City by a duly authorized official of the City;

(viii) an executed copy of the Disclosure Dissemination Agent Agreement dated the date of Closing, between the City and Digital Assurance Certification, L.L.C.;

(ix) the opinions of Parker Poe Adams & Bernstein LLP and the Starkes Law Firm, LLC, Co-Counsel to the Underwriter, addressed to the Underwriter and dated the date of Closing in substantially the forms attached hereto as Exhibit E; and

(x) other certificates of the City or information of the City contained in certificates listed in the Closing Memorandum to be approved by counsel to the City and Co-Bond Counsel, and such additional opinions, as Co-Bond Counsel may reasonably request to evidence (A) compliance by the City with legal requirements, (B) the truth and accuracy, as of the time of Closing, of the respective representations of the City contained herein and (C) the due performance or satisfaction by the City at or prior to such time, of all agreements then to be performed and of all conditions then to be satisfied by the City.

If the City shall be unable to satisfy the conditions or the obligations contained in this Purchase Contract, or if the obligation of the Underwriter to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Purchase Contract or, at the election of the City, if the Closing shall not occur by the end of business on [], 2018, or such alternative date as the parties may mutually establish, this Purchase Contract shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations to pay expenses to the extent applicable, as provided in Paragraph 13 hereof, shall continue in full force and effect.

The delivery of any certificate that is required to be delivered in accordance with this Purchase Contract shall be deemed to have been made if the terms of that certificate are included to the satisfaction of the Underwriter within any one certificate or any number of other certificates delivered or caused to be delivered by the party responsible for delivery.

8. ***Issue Price Certificate.*** At the Closing, contemporaneously with the receipt of the Bonds, the Underwriter will deliver to the City a receipt therefor and a certificate as to issue price of the Bonds confirming their reasonable expectations regarding the representations set forth in Paragraph number 4 hereof and as to such other matters reasonable required in order to enable Co-Bond Counsel to render an opinion as to the exclusion from gross income for federal income tax purposes of interest on the Bonds.

9. ***Opinions of Co-Bond Counsel.*** The City will furnish to the Underwriter a reasonable supply of copies of the opinions of Co-Bond Counsel to accompany delivery of the Bonds.

10. ***Annual Audits.*** The City agrees to furnish to the Underwriter, upon request during the life of the outstanding Bonds, a copy of each annual audit report for the System issued by the City from time to time.

11. ***Mutual Performance.*** The obligations of the City hereunder are subject to the performance by the Underwriter of its obligations hereunder.

12. ***Survival of City's Representations, Warranties and Agreements.*** All representations, warranties and agreements of the City hereunder shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter and shall survive delivery and payment of the Bonds.

13. ***Payment of Expenses.*** If the Bonds are sold to the Underwriter by the City, the City shall pay, out of the proceeds of the Bonds, any expenses incident to the performance of its obligations hereunder including but not limited to: (a) the costs of the preparation of the Preliminary Official Statement and Official Statement for the Bonds, including the costs of all proofs and production of final proof, together with the number of copies which the Underwriter deems reasonable and the costs of delivery of the Preliminary Official Statement and Official Statement; (b) the cost of the preparation, printing and delivery of the Bonds in fully-registered form; (c) the fees and disbursements of Co-Bond Counsel, Co-Counsel to the Underwriters and any other experts or consultants retained by the City, including the City's Counsel, financial advisor, independent engineers, accountants, consultants and the charges of Moody's and Standard & Poor's; and (d) fees and costs of the Trustee/Paying Agent and Escrow Agent.

The Underwriter shall pay (a) all advertising expenses in connection with the public offering of the Bonds; (b) all expenses incurred by it in connection with its public offering and distribution of the Bonds, including, but not limited to, the fees and disbursements of any counsel retained by them (other than fees and disbursements of Co-Counsel to the Underwriters described in paragraph 13); and (c) the cost of preparing and printing the blue sky and legal investment memoranda and the disbursements for filing fees in connection with the aforesaid blue sky and legal investment memoranda.

14. ***Covenants of the City.*** The City agrees:

(a) To deliver promptly to the Underwriter such number of conformed copies of the Official Statement (and any amended or supplemented Official Statement) and the Ordinance as the Underwriter may reasonably request;

(b) Not to supplement or amend, or cause to be supplemented or amended, the Official Statement or the Ordinance from the date of this Purchase Contract through the Termination of the Disclosure Period, without the prior written consent of the Underwriter;

(c) Through the End of Underwriting Period, to prepare any amendment or supplement to the Official Statement that may, in the judgment of the City or the Underwriter, be required so that the Official Statement as amended or supplemented will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(d) To advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(e) To cooperate with the Underwriter including furnishing such information, executing such instruments and taking such other action in cooperation with the Underwriter as may be required to qualify the Bonds for offering and sale under the "blue sky" or other laws of such jurisdictions as the Underwriter may designate; provided that in connection with such qualification the City shall not be obligated to take any action that would subject it to the general service of process in any state where it is not now subject;

(f) Not to take or omit to take any action which action or omission will adversely effect the exemption from federal income taxation of interest on the Bonds under the Internal Revenue Code of 1986, as amended; and

(g) Not to take or omit to take any action which action or omission will in any way cause the proceeds of the Bonds to be applied in a manner contrary to that described in the Ordinance or the Official Statement.

15. ***Notices.*** Any notice or other communication to be given to the City under this Purchase Contract may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to [],

Attention: [].

16. ***Arm's-Length Transaction.*** The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the City and the Underwriter, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the Underwriter has financial and other interests that differ from those of the City, and (v) the City has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

16. ***Parties in Interest.*** This Purchase Contract is made solely for the benefit of the City and the Underwriter (including any successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof, except that the representation, warranties, and agreements of the City contained in this Purchase Contract shall also be deemed to be for the benefit of the person or persons, if any, who control the Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act. Nothing in this Purchase Contract is intended or shall be construed to give any person, other than the persons referred to in this paragraph, any legal or equitable right, remedy or claim under or in respect of this Purchase Contract or any provision contained herein. All of the representations, warranties and agreements of the City contained herein shall remain in full force and effect, regardless of (a) any investigation made by or on behalf of any Underwriter, (b) delivery of the Bonds and payment of amounts required hereunder by or for the City or (c) any termination of this Purchase Contract.

17. ***Governing Law.*** This Purchase Contract shall be governed by and construed in accordance with the laws of the State of South Carolina.

18. ***Effectiveness; Counterpart Execution.*** This Purchase Contract shall become effective upon your acceptance and execution hereof and may be executed in counterparts and such counterparts shall constitute one and the same instrument.

19. ***No Liability.*** Neither the Mayor or members of the City Council, nor any officer, agent, attorney or employee as such, in his or her individual capacity, past, present or future of the City, either directly or through the City, shall be charged personally by the Underwriter with any liability, or held liable to such Underwriter under any term or provision of this Purchase Contract or because of its execution or contemplated execution, or because of any breach or attempted or alleged breach thereof. It is expressly agreed and understood that the obligations of the City under this Purchase Contract are solely corporate obligations and that no personal liability whatsoever shall attach to, or be incurred by, any past, present or future officer, agent, attorney or employee thereof. All personal liability of any character against every such past, present or future officer, agent, attorney and employee of the City is, by the execution of this Purchase Contract and as a condition of, and as part of the consideration for, the execution of this Purchase Contract, expressly waived and released. The immunity of the past, present or future officers, agents, attorneys and employees of the City under the provision contained in this Section shall survive the termination of this Purchase Contract.

[ONE SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

SIGNATURE PAGE TO PURCHASE CONTRACT]

Very truly yours,

By: [], on behalf of itself and as representative of []

By:_____
Its:_____

Accepted and Agreed to as
of the date first above written.

CITY OF COLUMBIA, SOUTH CAROLINA

By:_____
Its:_____

EXHIBIT A

The Bonds shall mature on the dates and bear interest at the rates and shall be reoffered at the prices as set forth below:

MATURITY SCHEDULE

$[] Serial Bonds

Redemption

Optional Redemption

The Bonds maturing on or after [] 1, 20[], are subject to redemption prior to maturity on or after [] 1, 20[], at the option of the City, as a whole or in part at any time in such order of their maturities as the City shall determine at the redemption price equal to 100% of the principal amount of the Bonds being redeemed together with accrued interest to the date fixed for redemption.

Mandatory Redemption

[to be updated]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT B

Forms of Supplemental Bond Counsel Opinions

[], 2018

[]
on behalf of itself and as representative of
[]
[CITY/STATE]

Re: $[] Waterworks and Sewer System Revenue Bonds, Series 2018, of the City of Columbia, South Carolina

We have acted as bond counsel in connection with the issuance by the City of Columbia, South Carolina ("City") of its $[] original principal amount Waterworks and Sewer System Revenue Bonds, Series 2018 ("Bonds"). This opinion is being delivered to you pursuant to paragraph 7(e)(i)(B) of the Purchase Contract dated [], 2018 ("Purchase Contract") between the City and you as the underwriter ("Underwriter"). Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Purchase Contract.

Reference is made to our approving opinion ("Opinion") of even date herewith as bond counsel addressed to the City delivered in connection with the issuance of the Bonds. You are hereby authorized to rely upon the Opinion to the same extent as if the Opinion were specifically addressed to you, subject to the qualifications and considerations set forth in the Opinion.

In connection therewith, we have examined:

1. Title 6, Chapter 17, of the Code of Laws of South Carolina, 1976, as amended.

2. The Purchase Contract.

3. The Official Statement dated [], 2018 ("Official Statement"), relating to the Bonds; provided, however, that we have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version.

4. The General Bond Ordinance No. 93-4 enacted by City Council ("City Council") of the City on May 21, 1993 ("General Ordinance"), as amended and supplemented, including as amended and supplemented particularly by the [] Supplemental Ordinance No. 2018-012, enacted by the City Council on [], 2018 (collectively, the "Ordinance").

5. The Disclosure Dissemination Agent Agreement dated the date hereof between the City and Digital Assurance Certification, L.L.C. ("Disclosure Agreement").

Based upon the foregoing and examinations of such other documents, and consideration of such matters of law as we have deemed appropriate to enable us to render this opinion, we are of the opinion that:

1. The Purchase Contract and the Disclosure Agreement, respectively, have been duly authorized, executed and delivered by the City.

2. The Official Statement has been duly authorized, approved and delivered by the City.

3. We have considered the information contained in the Official Statement under the headings

entitled: "THE 2018 BONDS" (other than the information under "Book-Entry-Only System"); "SECURITY FOR THE 2018 BONDS"; and in Appendix C of the Official Statement entitled "Summary of Certain Provisions of the Ordinance" and, based upon our review, we are of the opinion that the statements or summaries under such headings (except the information therein related to The Depository Trust Company and its affiliates and the book-entry only system of registration and transfer and related information under the caption "THE 2018 BONDS—Book-Entry Only System," as to which we express no opinion) are, to the extent indicated therein, accurate statements or summaries of the matters set forth or documents referred to therein, and fairly present the information purported to be shown, and the information under the heading "TAX EXEMPTION AND OTHER TAX MATTERS" is true and correct in all material respects.

4. The Ordinance and the Bonds conform as the form and tenor with the terms and provisions thereof as set out in the Official Statement.

5. All conditions precedent to the delivery of the Bonds contained in the Ordinance have been fulfilled.

6. The Bonds are presently exempt from registration under the Securities Act of 1933, as amended, and the Ordinance is presently exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

This opinion is rendered to and may be relied upon solely by the Underwriter and may not be relied upon by any other persons, firms or corporations.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Yours very truly,

McNAIR LAW FIRM, P.A.

[], 2018

[]
on behalf of itself and as representative of
[]
[CITY / STATE]

Re: $[] Waterworks and Sewer System Revenue Bonds, Series 2018, of the City of Columbia, South Carolina

We have acted as bond counsel in connection with the issuance by the City of Columbia, South Carolina ("City") of its $[] original principal amount Waterworks and Sewer System Revenue Bonds, Series 2018 ("Bonds"). This opinion is being delivered to you pursuant to paragraph 7(e)(i)(B) of the Purchase Contract dated [], 2018 ("Purchase Contract") between the City and you as the underwriter ("Underwriter"). Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Purchase Contract.

Reference is made to our approving opinion ("Opinion") of even date herewith as bond counsel addressed to the City delivered in connection with the issuance of the Bonds. You are hereby authorized to rely upon the Opinion to the same extent as if the Opinion were specifically addressed to you, subject to the qualifications and considerations set forth in the Opinion.

In connection therewith, we have examined:

1. Title 6, Chapter 17, of the Code of Laws of South Carolina, 1976, as amended.

2. The Purchase Contract.

3. The Official Statement dated [], 2018 ("Official Statement"), relating to the Bonds; provided, however, that we have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version.

4. The General Bond Ordinance No. 93-4 enacted by City Council ("City Council") of the City on May 21, 1993 ("General Ordinance"), as amended and supplemented, including as amended and supplemented particularly by the [] Supplemental Ordinance No. 2018-012, enacted by the City Council on [], 2018 (collectively, the "Ordinance").

5. The Disclosure Dissemination Agent Agreement dated the date hereof between the City and Digital Assurance Certification, L.L.C. ("Disclosure Agreement").

Based upon the foregoing and examinations of such other documents, and consideration of such matters of law as we have deemed appropriate to enable us to render this opinion, we are of the opinion that:

1. The Purchase Contract and the Disclosure Agreement, respectively, have been duly authorized, executed and delivered by the City.

2. The Official Statement has been duly authorized, approved and delivered by the City.

3. We have considered the information contained in the Official Statement under the headings entitled: "THE 2018 BONDS" (other than the information under "Book-Entry-Only System"); "SECURITY FOR THE 2018 BONDS"; and in Appendix C of the Official Statement entitled "Summary of Certain Provisions of the Ordinance" and, based upon our review, we are of the opinion that the statements or summaries under such headings (except the information therein related to The Depository Trust Company and its affiliates and the book-entry only system of registration and transfer and related information under the caption "THE 2018 BONDS—Book-Entry Only

System," as to which we express no opinion) are, to the extent indicated therein, accurate statements or summaries of the matters set forth or documents referred to therein, and fairly present the information purported to be shown.

4. The Ordinance and the Bonds conform as the form and tenor with the terms and provisions thereof as set out in the Official Statement.

5. All conditions precedent to the delivery of the Bonds contained in the Ordinance have been fulfilled.

6. The Bonds are presently exempt from registration under the Securities Act of 1933, as amended, and the Ordinance is presently exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

This opinion is rendered to and may be relied upon solely by the Underwriter and may not be relied upon by any other persons, firms or corporations.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Yours very truly,

Johnson, Toal & Battiste, P.A.

EXHIBIT C

GENERAL CERTIFICATE OF THE CITY OF COLUMBIA
REQUIRED BY SECTION 7(e)(ii) OF THE PURCHASE CONTRACT

Pursuant to Section 7(e)(ii) of the Purchase Contract dated [], 2018 ("Purchase Contract"), between the City of Columbia, South Carolina ("City") and [], on behalf of itself and as representative of [], as underwriter ("Underwriter"), the undersigned authorized representative of the City hereby certifies as follows:

1. The representations and warranties of the City in the Purchase Contract are true and correct in all material respects as of the date hereof.

2. There is no action, suit, hearing, proceeding, inquiry or investigation at law or in equity or before or by any court, public board, agency or body pending or, to the best of the City's knowledge, threatened in writing against or directly affecting the City contesting the due organization and valid existence of the City or wherein an unfavorable decision, ruling or finding would, in any way, materially adversely affect (A) the transactions contemplated by the Purchase Contract or the Official Statement dated [], 2018 ("Official Statement"), relating to the $[] City of Columbia, South Carolina Waterworks and Sewer System Revenue Bonds, Series 2018 (collectively, "Bonds"), or the validity, due authorization and execution of the Purchase Contract, the Disclosure Dissemination Agent Agreement dated [], 2018, between the City and Digital Assurance Certification, L.L.C., or any agreement or instrument to which the City is a party or which is used or contemplated for use in the consummation of the transactions contemplated by the Purchase Contract or by the Official Statement, (B) the federal tax-exempt status of the interest component on the Bonds, (C) the exemption of the interest component on the Bonds from taxation as described in Paragraph 5(j) of the Purchase Contract, (D) the organization, existence or powers of the City or the title of the Mayor or any of the members of the City Council or any officers of the City except as set forth in the Official Statement, or (E) the business, properties or assets or the condition, financial or otherwise, of the City.

3. The information with respect to the City contained in the Official Statement, relating to the Bonds, is, as of its date, true and correct in all material respects. The information with respect to the City contained in the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, and there has not been any material adverse change in the financial condition or operations of the City since the date of the Official Statement which has not been brought to the attention of the Underwriter in writing prior to the date hereof.

4. To the best of the knowledge and belief of the City, the City reasonably expects as of the date hereof that the proceeds of the Bonds will be used as provided in the Official Statement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate in the name and on behalf of the City as of [], 2018.

CITY OF COLUMBIA, SOUTH CAROLINA

By:_____
City Manager

EXHIBIT D

[Form of Opinion of the City Attorney]

[], 2018

[]
on behalf of itself and as representative of
[]
[CITY / STATE]

City of Columbia
Columbia, South Carolina

Re: $[] Waterworks and Sewer System Revenue Bonds, Series 2018, of the City of Columbia, South Carolina

As counsel to the City of Columbia, South Carolina, a municipal corporation and political subdivision created pursuant to the laws of the State of South Carolina ("City"), I have considered the validity of the City's $[] original principal amount Waterworks and Sewer System Revenue Bonds, Series 2018 ("Bonds"). This opinion is being delivered to you pursuant to paragraph 7(e)(iv) of the Purchase Contract dated [], 2018 ("Purchase Contract") between the City and you as the underwriter ("Underwriter"). Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Purchase Contract.

In connection therewith, I have examined:

1. Title 6, Chapter 17, of the Code of Laws of South Carolina, 1976, as amended;

2. The Purchase Contract;

3. The Official Statement dated [], 2018 ("Official Statement"), relating to the Bonds, provided, however, that I have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version;

4. The General Bond Ordinance No. 93-4 enacted by City Council ("City Council") of the City on May 21, 1993 ("General Ordinance"), as amended and supplemented, including as amended and supplemented particularly by the [] Supplemental Ordinance No. 2018-012, enacted by the City Council on [], 2018 (collectively, the "Ordinance");

5. The Disclosure Dissemination Agent Agreement dated the date hereof between the City and Digital Assurance Certification, L.L.C. ("Disclosure Agreement" and with the Purchase Contract, "City Agreements"); and

6. Such other documents and instruments and proceedings of the City as I have deemed relevant.

As to questions of fact material to my opinion, I have relied upon representations and other certifications of officials of the City without undertaking to verify the same by independent investigation.

Based on the foregoing, I am of the opinion that as of this date:

1. The City is a political subdivision validly existing under the Constitution and laws of the State of South Carolina, and has all requisite power and authority (i) to enact and implement the Ordinance and to issue, sell and deliver the Bonds and (ii) to conduct its business as currently being conducted and as proposed to be conducted and as described in the Official Statement and to carry out the transactions contemplated by the Purchase Contract and the Official Statement.

2. Each of the City Agreements has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the applicable parties thereto, constitutes a legal, valid and binding agreement enforceable against the City in accordance with its terms (except that the enforceability thereof may be subject to the exercise of judicial discretion in accordance with general principles of equity and to bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable); provided, however, that no opinion is expressed as to the enforceability of the indemnity or choice of law provisions thereof.

3. The City has taken all action legally required of it to enact and to implement the Ordinance and to authorize the issuance, sale and delivery of the Bonds. The Ordinance has been duly enacted by the City Council.

4. To the best of my knowledge and after due inquiry, the City is not in default in any material respect under any material agreement or other instrument to which it is a party or by which it may be bound.

5. There are no consents, approvals or authorizations of the State of South Carolina or any local governmental authority required on the part of the City in connection with the enactment and implementation of the Ordinance and the execution and delivery of the Purchase Contract, provided, however, that there is no opinion given with respect to compliance with any state securities laws or "blue sky" laws of any jurisdiction.

6. To the best of my knowledge and after due inquiry and except as disclosed in the Official Statement, there are no proceedings or investigations pending or threatened in writing against the City in any court or before any governmental authority or arbitration board or tribunal, wherein an unfavorable decision, ruling or finding would in any way materially and adversely affect the transactions contemplated by the Purchase Contract and the Official Statement or which, in any way, would adversely affect the validity and enforceability of the Bonds, or any agreement or instrument to which the City is a party and which is used or contemplated by the foregoing.

7. To the best of my knowledge and after due inquiry, the City in all material respects has good and proper title to the System as described in the Official Statement.

8. None of the proceedings held or actions taken by the City with respect to the Ordinance, the City Agreements or the Bonds have been repealed, rescinded or revoked.

Very truly yours,

Teresa A. Knox
City Attorney

EXHIBIT E

Form of Underwriter's Counsel Opinion

[], 2018

[]
on behalf of itself and as representative of
[]
[CITY / STATE]

$[]
City of Columbia, South Carolina
Waterworks and Sewer System Revenue Bonds
Series 2018

Ladies and Gentlemen:

We have acted as counsel to [] on behalf of itself and as representative of [], as the underwriter ("Underwriter") in connection with the purchase of the referenced bonds ("Bonds") pursuant to a Purchase Contract, dated [], 2018 ("Purchase Contract"), between the Underwriter and the City of Columbia, South Carolina ("City"). This opinion is delivered to you pursuant to Section 7(e)(ix) of the Purchase Contract. Each capitalized term not otherwise defined in this letter has the meaning assigned to that term in the Purchase Contract.

We have, as your counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such other documents, legal opinions, instruments or records, and have made such investigation of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed for the purpose of this opinion.

In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement, dated [], 2018 ("Official Statement"), and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as your counsel, we met in conferences with your representatives and representatives of the City, counsel to the City, McNair Law Firm, P.A. and Johnson, Toal & Battiste, P.A., as co-bond counsel, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in these conferences, and in reliance on these conferences and on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of you as the Underwriter on this matter, no information came to the attention of the attorneys in our firm rendering legal services in connection with your representation that caused us to believe that the Official Statement as of its date and as of the date of this letter (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning The Depository Trust Company and the book-entry system for the Bonds contained or incorporated by reference in the Official Statement and its Appendices, which we expressly exclude from the scope of this sentence) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Furthermore, we are of the opinion that in connection with the offering and sale of the Bonds, the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and no indenture with respect to the Bonds is required to be qualified pursuant to the Trust Indenture Act of 1939, as amended.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinions expressed above are rendered solely for your benefit in connection with the issuance of the Bonds. These opinions may neither be relied on by you for any other purpose nor be furnished to, used, circulated, quoted or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinions expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

PARKER POE ADAMS & BERNSTEIN LLP

[], 2018

[]
on behalf of itself and as representative of
[]
[CITY / STATE]

Re: $[] City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds Series 2018

Ladies and Gentlemen:

We have acted as counsel to [] on behalf of itself and as representative of [], as the underwriter ("Underwriter") in connection with the purchase of the above referenced bonds ("Bonds") pursuant to a Purchase Contract, dated [], 2018 ("Purchase Contract"), between the Underwriter and the City of Columbia, South Carolina ("City"). This opinion is delivered to you pursuant to Section 7(e)(ix) of the Purchase Contract. Each capitalized term not otherwise defined in this Letter has the meaning assigned to that term in the Purchase Contract.

We have, as your counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such other documents, legal opinions, instruments or records, and have made such investigation of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed for the purpose of this opinion.

In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement, dated [], 2018 ("Official Statement"), and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as your counsel, we met in conferences with your representatives and representatives of the City, counsel to the City, McNair Law Firm, P.A. and Johnson, Toal & Battiste, P.A., as co-bond counsel, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in these conferences, and in reliance on these conferences and on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of you as the Underwriter on this matter, no information came to the attention of the attorneys in our firm rendering legal services in connection with your representation that caused us to believe that the Official Statement as of its date and as of the date of this letter (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning The Depository Trust Company and the book-entry system for the Bonds contained or incorporated by reference in the Official Statement and its Appendices, which we expressly exclude from the scope of this sentence) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Furthermore, we are of the opinion that in connection with the offering and sale of the Bonds, the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and no indenture with respect to the Bonds is required to be qualified pursuant to the Trust Indenture Act of 1939, as amended.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinions expressed above are rendered solely for your benefit in connection with the issuance of the Bonds. These opinions may neither be relied on by you for any other purpose nor be furnished to, used, circulated, quoted or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinions expressed above for events occurring or coming to our attention after the date of

this letter.

Very truly yours,

STARKES LAW FIRM

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

This Preliminary Official Statement and the information contained in this Preliminary Official Statement are subject to completion or amendment. Under no circumstances is this Preliminary Official Statement an offer to sell or the solicitation of an offer to buy, nor shall there be any sales of the 2018 Bonds in any jurisdiction in which an offer, solicitation or sale would be unlawful prior to registration or qualification under the laws of that jurisdiction.

DAC Bond

PRELIMINARY OFFICIAL STATEMENT DATED MAY [], 2018

NEW ISSUE

BOOK-ENTRY-ONLY

RATINGS:
Moody's: Aa1
Standard & Poor's: AA+
(see "RATINGS")

In the opinion of McNair Law Firm, P.A., Co-Bond Counsel, assuming continued compliance by the City with the provisions of the Internal Revenue Code of 1986, as amended, as described herein, interest on the 2018 Bonds is excludable from gross income for federal income tax purposes under existing laws, regulations, rulings and judicial decisions. Interest on the 2018 Bonds is not an item of tax preference in computing the alternative minimum tax. The 2018 Bonds and the interest thereon will also be exempt from all State, county, municipal, school district and other taxes or assessments imposed within the State of South Carolina, except estate, transfer and certain franchise taxes.

We Are Columbia

$50,000,000*
CITY OF COLUMBIA, SOUTH CAROLINA
WATERWORKS AND SEWER SYSTEM REVENUE BONDS
SERIES 2018

Dated: Delivery Date

Due: February 1, as shown on inside cover

The City of Columbia, South Carolina ("City"), Waterworks and Sewer System Revenue Bonds, Series 2018 ("2018 Bonds"), are issuable in fully-registered form and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), to which payments of principal, redemption premium, if any, and interest on the 2018 Bonds will be made. Individual purchases will be made in book-entry-only form, in denominations of $5,000 or any integral multiple thereof. So long as Cede & Co., as partnership nominee of DTC, is the registered owner of the 2018 Bonds, references herein to holders or registered owners of the 2018 Bonds means Cede & Co., and shall not mean the beneficial owners of the 2018 Bonds. Interest on the 2018 Bonds shall be payable on each February 1 and August 1 commencing August 1, 2018, until maturity or prior redemption. Principal on the 2018 Bonds will be payable in the years and amounts shown on the inside cover hereof. All capitalized terms used on this cover, and not otherwise defined, are defined herein.

The 2018 Bonds are being issued under the authority of the Constitution and laws of the State, including Title 6, Chapter 17, and Title 11, Chapter 21 (as applicable), Code of Laws of South Carolina 1976, as amended, and the General Bond Ordinance No. 93-43, enacted by the City Council, the governing body of the City ("City Council"), on May 21, 1993, as amended and supplemented, including as amended and supplemented particularly by the Twelfth Supplemental Ordinance No. 2018-012, enacted by the City Council on May [], 2018.

The 2018 Bonds are being issued for the purposes of (i) funding certain improvements, extensions and enlargements to the Waterworks and Sewer System of the City ("System"); and (ii) paying the costs incurred in connection with the issuance of the 2018 Bonds.

The 2018 Bonds, including the interest thereon, are payable solely from the Net Revenues of the System and are secured by a pledge of and lien on the Net Revenues thereof. **THERE WILL BE NO DEBT SERVICE RESERVE FUND ESTABLISHED FOR OR FUNDED WITH THE PROCEEDS OF THE 2018 BONDS.**

THE 2018 BONDS WILL BE SUBJECT TO OPTIONAL AND MANDATORY REDEMPTION PRIOR TO MATURITY AS DESCRIBED HEREIN.

THE 2018 BONDS DO NOT CONSTITUTE INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION. THE 2018 BONDS SHALL NOT CONSTITUTE DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, ON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE NET REVENUES OF THE SYSTEM PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE 2018 BONDS OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE 2018 BONDS.

PNC CAPITAL MARKETS LLC **RAYMOND JAMES**

SIEBERT CISNEROS SHANK & CO., L.L.C.

The 2018 Bonds are offered when, as and if issued and delivered by the City, subject to the final approving opinions of McNair Law Firm,

P.A., Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, Co-Bond Counsel. Certain legal matters will be passed on for the City by the City Attorney, Teresa A. Knox, Esquire, and for the Underwriters by their co-counsel, Parker Poe Adams & Bernstein LLP, Columbia, South Carolina, and The Starkes Law Firm, P.A., Columbia, South Carolina. Stifel, Nicolaus & Company, Incorporated, Columbia, South Carolina, has served as Financial Advisor to the City in connection with the issuance of the 2018 Bonds. It is expected that the 2018 Bonds will be available for delivery through the facilities of DTC, on or about June [], 2018.

This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors should read the entire Official Statement to obtain information essential to the making of an informed investment decision. The City deems the Preliminary Official Statement to be final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12 ("Rule"), except for information which may be omitted pursuant to the Rule.

This Official Statement is dated June [], 2018.

2018 BONDS MATURITY SCHEDULE

$[] Serial Bonds

MATURITY (FEB. 1)	AMOUNT($)	INTEREST RATE(%)	YIELD (%)	PRICE(%)	CUSIP[1]

$[] []% Term Bond, due February 1, 20[]; Yield: []%; Price []%[c]; CUSIP: []

[c]Priced to the call date of February 1, 202[]

[1]Copyright 2017, American Bankers Association. CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services (CGS), which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. This information is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP numbers have been assigned by an independent company not affiliated with the Corporation or the Underwriter and are included solely for the convenience of the registered owners of the applicable 2018 Bonds. Neither the City nor the Underwriters are responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the applicable 2018 Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the execution and delivery of the 2018 Bonds as a result of various subsequent actions including, but not limited to, a prepayment in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the 2018 Bonds. It is anticipated that a CUSIP identification number ("CUSIP") will be printed on each 2018 Bond, but neither the failure to print this number on any 2018 Bond nor any error with respect to that CUSIP constitutes cause for failure or refusal by the purchaser of that 2018 Bond to accept delivery of and pay for that 2018 Bond according to the terms of the purchaser's proposal. All expenses regarding printing CUSIPs on the 2018 Bonds shall be paid for by the Issuer; provided, however, that the CUSIP Service Bureau charge for the assignment of CUSIPs shall be the responsibility of and shall be paid for by the Underwriters. Further, the Issuer is not responsible for obtaining the CUSIPs.

This Official Statement does not constitute an offering of any security other than the original offering of the 2018 Bonds identified on the cover. No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representations must not be relied on as having been authorized by the City. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall not be any sale of the 2018 Bonds by any person in any jurisdiction in which it is unlawful to make such offer, solicitation or sale. THE INFORMATION AND EXPRESSIONS OF OPINION IN THIS OFFICIAL STATEMENT ARE SUBJECT TO CHANGE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE UNDER SUCH DOCUMENT SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE SYSTEM.

Information in this Official Statement has been obtained by PNC Capital Markets LLC ("PNC") and Raymond James & Associates, Inc. ("Raymond James"), on behalf of themselves and as representatives of Siebert Cisneros Shank & Co., L.L.C. ("Siebert"), as underwriters ("Underwriters"), from the City and other sources believed to be reliable. The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of their responsibility to investors under the federal securities laws applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

On execution and delivery, the 2018 Bonds will not be registered under the Securities Act of 1933, as amended ("1933 Act"), or any state securities law, and will not be listed on any stock or securities exchange. Neither the Securities and Exchange Commission ("SEC") nor any other federal, state or governmental entity or agency will have passed on the accuracy or adequacy of this document or approved the 2018 Bonds for sale. Any representation to the contrary is a criminal offense.

Regions Bank, as Registrar and Paying Agent, has not provided, or undertaken to determine the accuracy of, any of the information contained in this Official Statement and makes no representation or warranty, express or implied, as to (i) the accuracy or completeness of such information, (ii) the validity of the 2018 Bonds, or (iii) the tax exempt status of the interest on the 2018 Bonds.

Reference herein to laws, rules, regulations, agreements, reports and other documents, do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made therein. Where full texts have not been included as appendices to the Official Statement, they will be furnished on request.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements," within the meaning of the 1933 Act or the Securities Exchange Act of 1934, as amended. Such statements are generally identifiable by the terminology used such as "may", "will," "could," "should," "expect," "forecast," "plan," "project," "expect," "anticipate," "intend," "believe," "estimate," "budget," "potential," "continue," or the negative of these terms or other similar words. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES, AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE, OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE, OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY THE FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THESE FORWARD-LOOKING STATEMENTS IF OR WHEN CHANGES TO EXPECTATIONS, OR EVENTS, CONDITIONS, OR CIRCUMSTANCES, ON WHICH THE FORWARD-LOOKING STATEMENTS ARE BASED, OCCUR OR FAIL TO OCCUR.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2018 BONDS AT OR ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, AND SUCH STABILIZING MAY BE DISCONTINUED AT ANY TIME.

THE 2018 BONDS WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("1933

ACT"), AND THE ORDINANCE HAS NOT BEEN REGISTERED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED. THE REGISTRATION OR QUALIFICATION OF THE 2018 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE 2018 BONDS HAVE BEEN REGISTERED OR QUALIFIED, AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THE SECURITIES AND EXCHANGE COMMISSION ("SEC") NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY WILL HAVE PASSED ON THE ACCURACY OR ADEQUACY OF THE OFFICIAL STATEMENT OR APPROVED THE 2018 BONDS FOR SALE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

CITY OF COLUMBIA, SOUTH CAROLINA
1737 Main Street
Columbia, South Carolina 29201
803-545-3050

CITY COUNCIL

Stephen K. Benjamin, Mayor

COUNCIL MEMBERS

Tameika Isaac Devine, Mayor Pro Tem
Moe Baddourah†
Sam Davis
Howard E. Duvall, Jr.
Edward H. McDowell, Jr.
Daniel J. Rickemann

CITY MANAGER

Teresa B. Wilson

ASSISTANT CITY MANAGER
FOR FINANCE AND ECONOMIC SERVICES

Jeffery M. Palen

CITY ATTORNEY

Teresa A. Knox, Esquire

FINANCIAL ADVISOR

Stifel, Nicloaus and Company, Incorporated
Columbia, South Carolina

†Suspended from service on City Council by executive order of Governor Henry McMaster

TABLE OF CONTENTS

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
APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE
APPENDIX D – FORMS OF OPINIONS OF CO-BOND COUNSEL
APPENDIX E – FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

OFFICIAL STATEMENT

$50,000,000*
CITY OF COLUMBIA, SOUTH CAROLINA
WATERWORKS AND SEWER SYSTEM REVENUE BONDS
SERIES 2018

INTRODUCTION

This Official Statement of the City of Columbia, South Carolina ("City"), which includes the cover page hereof and the appendices hereto, provides information relating to the City, its Waterworks and Sewer System Revenue Bonds, Series 2018 ("2018 Bonds"). The information furnished herein includes a brief description of the 2018 Bonds, and the security therefor, the City, and its indebtedness, tax information, economic data, financial information and other matters. Also included are certain information and data pertaining to Richland County, South Carolina ("County"), Lexington County, South Carolina ("Lexington County"), and the State of South Carolina ("State").

The 2018 Bonds, the 2016A Bonds, the 2016B Bonds, the 2013 Bonds, the 2012 Bonds, the 2011B Bonds, the 2011A Bonds, the 2010 Bonds, the 2009 Bonds and any Additional Bonds (as such terms are hereinafter defined) are referred to herein as the "Bonds." Included in this Official Statement is a brief description of the Waterworks and Sewer System of the City ("System") and the ordinances pursuant to which the 2018 Bonds are authorized and issued by the City. The summaries and references to all documents, statutes, reports and other instruments referred to herein do not purport to be complete, comprehensive or definitive, and each such reference or summary is qualified in its entirety by reference to each such document, statute, report or other instrument. Capitalized terms used herein without specific definition are used as defined in "APPENDIX C – Summary of Certain Provisions of the Ordinance."

Authorization

The 2018 Bonds are being issued under the Constitution and laws of the State of South Carolina ("State"), including Title 6, Chapter 17, and Title 11, Chapter 21 (as applicable), Code of Laws of South Carolina 1976, as amended, and the General Bond Ordinance No. 93-43, enacted by the City Council, the governing body of the City ("City Council"), on May 21, 1993 ("General Ordinance"), as so amended and supplemented, including as amended and supplemented particularly by the Twelfth Supplemental Ordinance No. 2018-012, enacted by the City Council on May [], 2018 ("Supplemental Ordinance," and together with the General Ordinance, as so amended and supplemented, "Ordinance").

Purpose

The 2018 Bonds are being issued for the purposes of (i) funding certain improvements, extensions and enlargements to the System; and (ii) paying the costs incurred in connection with the issuance of the 2018 Bonds. See "SOURCES AND USES OF FUNDS" and "PLAN OF FINANCE/REFUNDING: 2018 BONDS."

THE 2018 BONDS

General

The 2018 Bonds will be dated their date of delivery, will mature on February 1 in the years and in the principal amounts set forth on the inside cover page hereto, and will bear interest at the rates per annum (calculated on the basis of a 360-day year comprised of twelve 30-day months) set forth on the inside cover page hereto, payable on February 1, 2017, and semiannually thereafter on August 1 and February 1 of each year. The 2018 Bonds are

issuable initially in book-entry-only form, in denominations of $5,000 or any integral multiple thereof. So long as the 2018 Bonds are in book-entry-only form and are registered in the name of Cede & Co., as the nominee of The Depository Trust Company, New York, New York ("DTC"), payments on the 2018 Bonds will be made as set forth under "Book-Entry-Only System" below. Should the 2018 Bonds no longer be held in book-entry-only form, principal of the 2018 Bonds, whether due on maturity or redemption, will be payable on the respective maturity dates or redemption dates on presentation and surrender thereof at the corporate trust office of Regions Bank, as registrar and paying agent ("Registrar/Paying Agent"), and interest on the 2018 Bonds will be payable by check or draft of the Registrar/Paying Agent mailed to the person in whose name each 2018 Bond is registered as of the close of business on the fifteenth day of each month immediately preceding such payment. Interest payments to a person who is a holder of $1,000,000 or more in aggregate principal amount of the 2018 Bonds not held in book-entry-only form may be made by wire transfer to an account within the continental United States on timely receipt of a written request of such holder.

The 2018 Bonds are subject to optional and mandatory redemption prior to their maturity.

Optional Redemption

The 2018 Bonds maturing on or after February 1, 20[], are subject to redemption prior to maturity on or after February 1, 20[], at the option of the City, as a whole or in part at any time in such order of their maturities as the City shall determine at the redemption price equal to 100% of the principal amount of the 2018 Bonds being redeemed together with accrued interest to the date fixed for redemption.

Mandatory Redemption

The 2018 Bonds maturing on February 1, 20[], and 20[] ("2018 Term Bonds"), shall be subject to mandatory sinking fund redemption commencing February 1, 20[], and 20[], respectively, and will be redeemed (to the extent not previously redeemed) at 100% of the principal amount of the principal amount thereof to be redeemed, plus interest accrued to the redemption date, on February 1 of each of the following years in the respective principal amounts for each year specified below:

[TBU]

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Registrar for cancellation 2018 Term Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such 2018 Term Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each 2018 Term Bond so delivered or previously purchased or redeemed shall be credited by the Registrar, at one hundred percent (100%) of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in such order as the City may direct the Registrar in writing, and the principal amount of the 2018 Term Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

General Redemption Provisions; Notice

In the event the 2018 Bonds or any portion thereof shall be called for redemption, notice of the redemption, describing (among other things) the 2018 Bonds to be redeemed, specifying the redemption date and the redemption price payable on such redemption, shall be mailed by first-class mail, postage prepaid, to the registered owner thereof as shown on the Books of Registry not less than 30 days and not more than 60 days prior to the redemption date. So long as the 2018 Bonds are in book-entry-only form and are registered in the name of Cede & Co., as the nominee of DTC, notices of redemption with respect to the 2018 Bonds will be given to Cede & Co., and will be distributed by Cede & Co. as set forth under "Book-Entry-Only System" below.

If less than all of the 2018 Bonds of any series and maturity are called for redemption, the 2018 Bonds of such series and maturity to be redeemed shall be selected by lot within such maturity, subject to the rules of procedure of DTC while the 2018 Bonds are held in book-entry-only form.

If a 2018 Bond is subject by its terms to redemption prior to its stated maturity and has been duly called for redemption and notice of the redemption thereof has been duly given as in the Ordinance provided and if moneys for the payment of such 2018 Bond at the then applicable redemption price and the interest to accrue to the redemption date on such 2018 Bond are held for the purpose of such payment by the Registrar/Paying Agent, then such 2018 Bond so called for redemption shall, on the redemption date designated in such notice, become due and payable, and interest on the 2018 Bond, as appropriate, so called for redemption shall cease to accrue. The City is entitled to provide for, and give notice of, the redemption of a 2018 Bond based on certain conditions being met at or prior to redemption, including, but not limited to, the availability of amounts for such purposes.

Book-Entry System

THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORDKEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE 2018 BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE 2018 BONDS TO DIRECT AND INDIRECT PARTICIPANTS (AS DEFINED BELOW) OR BENEFICIAL OWNERS (AS DEFINED BELOW) OF THE 2018 BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE 2018 BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT AND INDIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE 2018 BONDS IS BASED SOLELY ON INFORMATION FURNISHED BY DTC TO THE CITY FOR INCLUSION IN THIS OFFICIAL STATEMENT. ACCORDINGLY, THE CITY NEITHER MAKES NOR CAN MAKE ANY REPRESENTATIONS CONCERNING THESE MATTERS.

Beneficial ownership interests in the 2018 Bonds will be available only in book-entry form. Each beneficial owner of the 2018 Bonds ("Beneficial Owner") will not receive a physical bond certificate representing their interests in the 2018 Bonds purchased. So long as Cede & Co. ("Nominee"), as nominee for The Depository Trust Company, New York, New York ("DTC") or its nominee is the registered owner of the 2018 Bonds, references in this Official Statement to the owners of the 2018 Bonds shall mean DTC or its nominee and shall not mean the Beneficial Owners. Unless and until the book-entry-only system has been discontinued, the 2018 Bonds will be available only in book-entry-only form in principal amounts of $5,000 or any integral multiple thereof.

DTC will initially act as securities depository for the 2018 Bonds. The 2018 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond will be issued for each maturity of the 2018 Bonds, as set forth on the front cover page hereof, and will be deposited with DTC. So long as Cede & Co. is the registered owner of the 2018 Bonds, as nominee for DTC, references herein to the Bondholders or registered owners of the 2018 Bonds, as applicable (other than under the caption "TAX EXEMPTION AND OTHER TAX MATTERS" herein), means Cede & Co., as aforesaid, and does not mean the Beneficial Owners of such 2018 Bonds.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of the 2018 Bonds. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the 2018 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2018 Bonds on DTC's records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests with respect to the 2018 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive bonds representing their ownership interests in the 2018 Bonds, except in the event that use of the book-entry system for the 2018 Bonds is discontinued.

To facilitate subsequent transfers, the 2018 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the 2018 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2018 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts the 2018 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the 2018 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2018 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Ordinance. For example, Beneficial Owners of the 2018 Bonds may wish to ascertain that the nominee holding the 2018 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar/Paying Agent and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2018 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2018 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2018 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Because DTC is treated as the Owner of the 2018 Bonds for substantially all purposes, Beneficial Owners may have a restricted ability to influence in a timely fashion remedial action or the giving or withholding of requested consents or other directions. In addition, because the identity of the Beneficial Owners is unknown to the Issuer, to DTC or to the Registrar/Paying Agent, it may be difficult to transmit information of potential interest to Beneficial Owners in an effective and timely manner. Beneficial Owners should make appropriate arrangements with their broker or dealer regarding distribution of information regarding the 2018 Bonds that may be transmitted by or through DTC.

Principal, redemption premium, if any, and interest payments on the 2018 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts on DTC's receipt of funds and corresponding detail information from the City or the Registrar/Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Registrar/Paying Agent, or the City, subject to any statutory

or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Registrar/Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2018 Bonds at any time by giving reasonable notice to the City or Registrar/Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, 2018 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, 2018 Bond certificates will be printed and delivered to DTC.

THE INFORMATION HEREIN CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE CITY AND THE UNDERWRITERS BELIEVE TO BE RELIABLE, BUT NEITHER THE CITY NOR THE UNDERWRITERS TAKE RESPONSIBILITY FOR THE ACCURACY THEREOF. THE BENEFICIAL OWNERS SHOULD CONFIRM THE FOREGOING INFORMATION WITH DTC OR THE DIRECT OR INDIRECT PARTICIPANTS.

Each person for whom a Participant acquires an interest in the 2018 Bonds, as nominee, may desire to make arrangements with such Participant to receive a credit balance in the records of such Participant, and may desire to make arrangements with such Participant to have all notices of redemption or other communications to DTC, which may affect such persons, to be forwarded in writing by such Participant and to have notification made of all interest payments.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the Registrar/Paying Agent to DTC only.

For every transfer and exchange of 2018 Bonds, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

NONE OF THE CITY, THE UNDERWRITERS OR THE REGISTRAR/PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, TO INDIRECT PARTICIPANTS, OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (I) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT, OR ANY INDIRECT PARTICIPANT; (II) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE 2018 BONDS UNDER THE ORDINANCE; (III) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE 2018 BONDS; (IV) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR REDEMPTION PREMIUM, IF ANY, OR INTEREST DUE WITH RESPECT TO THE 2018 BONDS; (V) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF THE 2018 BONDS; OR (VI) ANY OTHER MATTER.

The Supplemental Ordinance provides that if (a) DTC determines not to continue to act as securities depository for the 2018 Bonds and gives reasonable notice to the Registrar/Paying Agent or the City or (b) the City has advised DTC of the City's determination that DTC is incapable of discharging its duties, then the City will attempt to retain another qualified securities depository to replace DTC. On receipt by the City or the Registrar/Paying Agent of the 2018 Bonds, together with an assignment duly executed by DTC, the City will execute and deliver to the successor depository, the 2018 Bonds of the same principal amount, interest rate, and maturity. If the City is unable to retain a qualified successor to DTC, or the City has determined that it is in its best interest not to continue the book-entry-only system of transfer or that interests of the Beneficial Owners of the 2018 Bonds might be adversely affected if the book-entry-only system of transfer is continued (the City has undertaken no obligation to

make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the 2018 Bonds by mailing an appropriate notice to DTC, on receipt by the City of the 2018 Bonds together with an assignment duly executed by DTC, the City will execute, authenticate and deliver to the Direct Participants the 2018 Bonds in fully-registered form, in authorized denominations; provided, however, that the discontinuation of the book-entry-only system of registration and transfer or the replacement of DTC or any successor depository is subject to the applicable rules of DTC or such successor depository on file or otherwise approved by the SEC.

Registration, Transfers and Exchanges

2018 Bonds Held in Book-Entry-Only Form

So long as the 2018 Bonds are in book-entry-only form and are registered in the name of Cede & Co., as the nominee of DTC, the 2018 Bonds may be registered, transferred and exchanged as set forth under "Book-Entry-Only System" herein.

2018 Bonds Not Held in Book-Entry-Only Form

Each 2018 Bond not held in book-entry-only form shall be transferable only on the books of registry ("Books of Registry") of the City, which shall be kept for such purpose at the corporate trust office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney on surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. On the transfer of any such 2018 Bond, the Registrar/Paying Agent shall cause to be issued in the name of the transferee a new fully-registered 2018 Bond, of the same aggregate principal amount, interest rate, series and maturity as the surrendered 2018 Bond. Any registered owner requesting a transfer shall pay any tax or other governmental charge required to be paid with respect thereto. Any 2018 Bond surrendered in exchange for a new registered 2018 Bond, respectively, shall be cancelled by the Registrar/Paying Agent.

The City and the Registrar/Paying Agent may deem and treat the person in whose name any 2018 Bond not held in book-entry-only form shall be registered as the absolute owner of such 2018 Bond for all purposes including the payment of or on account of the principal, premium, if any, or interest thereon and any such payment made to a registered owner shall be effectual to satisfy and discharge the liability on such 2018 Bond with respect thereto.

In the event any 2018 Bond not held in book-entry-only form becomes mutilated in whole or in part, or is lost, stolen or destroyed, or becomes so defaced as to impair the value thereof to the holder thereof, the City shall execute and the Registrar/Paying Agent shall authenticate and deliver a new 2018 Bond, respectively, of the same interest rate and denomination and like tenor and effect in exchange or in substitution for such mutilated, lost, stolen or destroyed 2018 Bond; provided that, in the case of any mutilated 2018 Bond, such 2018 Bond shall be surrendered to the Registrar/Paying Agent, and in the case of any lost, stolen or destroyed 2018 Bond there shall be furnished to the City and the Registrar/Paying Agent evidence of such loss, theft or destruction satisfactory to the City and the Registrar/Paying Agent together with such indemnity as they shall require. In the event any such mutilated, lost, stolen or destroyed 2018 Bond shall have matured, instead of issuing a duplicate 2018 Bond, the City may pay the same. The City and the Registrar/Paying Agent may charge the holder or owner of such mutilated, lost, stolen or destroyed 2018 Bond with their reasonable fees and expenses in connection therewith.

SECURITY FOR THE 2018 BONDS

Pledged Revenues

The 2018 Bonds are payable solely from and are secured equally and ratably with the 2016 Bonds, the 2013 Bonds, the 2012 Bonds, the 2011B Bonds, the 2011A Bonds, the 2010 Bonds, the 2009 Bonds, and all bonds hereafter issued on a parity therewith (with respect to the pledge of and lien on the Net Revenues) under the Ordinance ("Additional Bonds") by a pledge of and lien on Net Revenues (defined herein) of the System.

The term "Net Revenues" means the Revenues of the System after deducting Expenses of Operating and Maintaining the System (defined herein). The term "Revenues" means all fees, tolls, rates, rentals and all other

charges to be levied and collected in connection with and all other income and receipts of whatever kind or character derived by the City from the operation of the System or arising from the System, excluding the receipts, income, revenues, fees and other charges derived from the operation of Special Facilities (as defined in Appendix C). The term "Expenses of Operating and Maintaining the System" means the costs and expenses of operating and maintaining the System in good repair and working order including wages, salaries, costs of materials and supplies, costs of routine repairs, renewals, replacements or alterations occurring in the normal course of business, the reasonable fees and charges of any paying agents and registrars of any Bonds issued pursuant to the Ordinance or any supplemental ordinance, the costs of any audit required by the Ordinance and the premium for all insurance required with respect to the System. Such term does not include any allowance for depreciation or renewals or replacements of capital assets of the System and amounts deemed to be payments in lieu of taxes or other equity transfers. Pursuant to the Supplemental Ordinance, the City has made certain amendments to the General Bond Ordinance, including modifications to exclude certain non-cash expenses as contemplated under GASB Statement No. 68 relating to Accounting and Financial Reporting for Pensions (An Amendment to GASB Statement No. 27) from the definition of "Expenses of Operating and Maintaining the System," which, along with the effective date of these amendments, are further described in Appendix C hereto, under the heading "SUMMARY OF ORDINANCE – Amendments to Ordinance Pursuant to Tenth Supplemental Ordinance and Eleventh Supplemental Ordinance." The effect of these modifications would be that the calculation of Net Revenues for purposes of the Bond Ordinance would be higher than is currently calculated.

The term "2009 Bonds" used herein means the outstanding principal amount of $81,860,000 of the City's $81,860,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2009. The term "2010 Bonds" used herein, after the refunding contemplated by the transactions described in this Official Statement, means the outstanding principal amount of $12,685,000 of the City's $105,000,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2010. The term "2011A Bonds" used herein, after the refunding contemplated by the transactions described in this Official Statement, means the outstanding principal amount of $36,525,000 of the City's $100,000,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2011A. The term "2011B Bonds" used herein means the outstanding principal amount of $12,740,000 of the City's $27,265,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2011B. The term "2012 Bonds" used herein means the outstanding principal amount of $58,055,000 of the City's $58,055,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2012. The term "2013 Bonds" used herein means the outstanding principal amount of $70,705,000 of the City's $73,305,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2013. The term "2016A Bonds" used herein means the outstanding principal amount of $61,060,000 of the City's $63,325,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2016A. The term "2016B Bonds" used herein means the outstanding principal amount of $144,815,000 of the City's $146,710,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2016B.

Limited Obligations

THE 2018 BONDS DO NOT CONSTITUTE INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION. THE 2018 BONDS SHALL NOT CONSTITUTE DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, ON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE NET REVENUES OF THE SYSTEM PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE 2018 BONDS OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE 2018 BONDS.

Rate Covenant

The City has covenanted in the Ordinance to operate the System in an efficient and economical manner and establish, levy, maintain, revise and collect such fees, rates and other charges for the use of the services and facilities

furnished by the System as may be necessary or proper, which fees, rates and other charges, together with other Revenues and other available moneys, will at all times be sufficient after making due and reasonable allowance for contingencies and for a margin of error in estimates, to provide in each July 1 through June 30 fiscal year of the City, an amount equal to:

(a) 100 percent of the amounts required to pay Expenses of Operating and Maintaining the System for the then current fiscal year;

(b) 110 percent of the amounts required to be deposited into each Debt Service Fund (as defined in Appendix C), for the Bonds for the then current fiscal year;

(c) 100 percent of the amounts required to be deposited to each Debt Service Reserve Fund (as herein defined), if any, for the Bonds for the then current fiscal year;

(d) 100 percent of the amounts required to provide for payment of any Junior Bonds (as herein defined) in the then current fiscal year; and

(e) any amounts necessary to comply in all respects with the terms of the Ordinance.

Disposition of Revenues and Funds Established by the Ordinance

The following are the additional funds and accounts created and established by the Ordinance:

(a) Debt Service Fund to be held by the City, including an Interest Account and Principal Account (as such terms are defined in Appendix C); and

(b) Debt Service Reserve Fund, if any, to be held by the City.

The Revenues of the System shall be applied at the times, in the amounts and for the purposes as provided or permitted by the Ordinance, and in the following order of priority:

First, for the payment of Expenses of Operating and Maintaining the System;

Second, into the respective Debt Service Funds, the amounts required by the Ordinance or any supplemental ordinance; and

Third, into the respective Debt Service Reserve Funds, if any, the amounts required by the Ordinance or any supplemental ordinance.

If, after applying Revenues of the System as set forth above, there are Revenues remaining, such Revenues shall then be used, first, for the payment of Junior Bonds or to meet any other obligations of the City which are or which shall become charges, liens or encumbrances on the Revenues of the System; second, to provide adequate funds for improvements to the System and to build up proper reserves for depreciation and against contingencies; and third, as the City Council shall from time to time determine to be in the best interest of the City.

Debt Service Reserve Funds

The Ordinance provides that the City, pursuant to an ordinance authorizing the issuance of a series of Bonds, may provide for the establishment of a debt service reserve fund (each, a "Debt Service Reserve Fund") to be used solely for the purpose of preventing a default in the payment of principal of or interest or premium, if any, on the Bonds of such series.

Whenever the aggregate value of cash and securities in a Debt Service Reserve Fund shall be less than the reserve fund requirement, if any, established with respect to such fund pursuant to a supplemental ordinance authorizing a series of Bonds ("Reserve Fund Requirement"), there shall be deposited in such Debt Service Reserve Fund that amount which, together with equal, successive, monthly deposits in the same amount, will restore the value of the cash and securities in such Debt Service Reserve Fund to the applicable Reserve Fund Requirement during the

succeeding 12 months. See "APPENDIX C – Summary of Certain Provisions of the Ordinance" under the heading "SUMMARY OF ORDINANCE – Funds Created Under General Bond Ordinance – *Debt Service Reserve Funds*."

THERE WILL BE NO DEBT SERVICE RESERVE FUND ESTABLISHED FOR OR FUNDED WITH THE PROCEEDS OF THE 2018 BONDS.

Additional and Refunding Bonds

The City may issue Additional Bonds on a parity (with respect to the pledge of and lien on Net Revenues) with the 2018 Bonds subject to certain conditions set forth in the Ordinance, including, in the case of Additional Bonds issued other than for the purpose of refunding outstanding Bonds, the requirement that there shall be delivered a report, which report is not required to be based on the latest audit of the City, from a firm of independent certified public accountants selected by the City ("Accountant"), stating that the amount of the Net Revenues of the System for any consecutive 12-month period out of the last 24-month period ("Test Period") is not less than 130 percent of the sum of the highest combined interest and principal requirements in any fiscal year ("Maximum Debt Service") on the Bonds to be outstanding after the issuance of such Additional Bonds for any succeeding fiscal year, provided the amount of Net Revenues for such 12-month period may be adjusted by adding the following:

(a) in case the rates and charges for the services furnished by the System shall have been revised and such revised rates and charges shall have gone into effect prior to the delivery of the Additional Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the Test Period if such rates and charges had been in effect during such Test Period as determined by a Consulting Engineer (as defined in Appendix C) or an Accountant; and

(b) in case an existing sewer system, existing water system or any other public utility system is to be acquired and combined or made a part of the System from the proceeds of the Additional Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the Test Period if such existing system or systems to be acquired had been a part of the System during such Test Period (which computation of the additional amount of Net Revenues shall be based on the method of computing Net Revenues under the Ordinance and approved by a Consulting Engineer or an Accountant).

The provisions of the General Bond Ordinance described above have been amended as described in Appendix C hereto under the heading "SUMMARY OF ORDINANCE - Amendments to Ordinance Pursuant to Tenth Supplemental Ordinance and Eleventh Supplemental Ordinance."

Without complying with the foregoing debt service coverage provisions, Additional Bonds may be issued for the purpose of refunding (including by purchase) bonds provided that the Debt Service on all Bonds to be outstanding after the issuance of the proposed series of refunding bonds shall not be greater than would have been the Debt Service on all Bonds not then refunded and the Bonds to be refunded. See "APPENDIX C – Summary of Certain Provisions of the Ordinance" under the heading "SUMMARY OF ORDINANCE – Additional Bonds – *Parity Obligations*." The term "Debt Service" means, with respect to each series of Bonds and any particular fiscal year, the aggregate of the amounts to be paid or set aside (or estimated to be required to be paid or set aside) in the applicable Debt Service Fund in such fiscal year for the payment of the principal of, redemption premium, if any, and interest (to the extent not capitalized) on such series of Bonds.

Junior Bonds and Special Facilities Bonds

The City may issue bonds secured by a pledge of Net Revenues junior and subordinate in all respects to the pledge securing the 2018 Bonds or any other obligation or form of indebtedness, including lease purchase obligations secured by a pledge of Net Revenues, after provision has been made for all payments required to be made with respect to the 2018 Bonds ("Junior Bonds"), in such amount as it may from time to time determine. The pledge of Net Revenues shall at all times be and remain subordinate and inferior in all respects to the pledge of Net Revenues securing the 2018 Bonds. Junior Bonds may be issued to secure funds to defray the cost of improving, extending, enlarging or repairing the System, including the acquisition of a system to be combined into the System, or to refund the 2018 Bonds or any other Bonds, Junior Bonds, or any notes, bonds, or other obligations issued to finance or to aid in financing the acquisition, construction or improvement of the System. See "APPENDIX C –

Summary of Certain Provisions of the Ordinance" under the heading "SUMMARY OF ORDINANCE – Additional Bonds – *Junior Bonds*."

The City may also enter contracts, leases or other agreements pursuant to which it will agree to construct, operate and pay the costs of Special Facilities which may or may not be discrete and separate units of the System. These Special Facilities may be financed through the issuance of Special Facilities Bonds, subject to certain conditions with respect to the ability of the Special Facilities to generate sufficient revenues to pay for such Special Facilities Bonds. See "APPENDIX C – Summary of Certain Provisions of the Ordinance" under the heading "SUMMARY OF ORDINANCE – Additional Bonds – *Special Facilities Bonds*."

SOURCES AND USES OF FUNDS

The proceeds of the sale of the 2018 Bonds are expected to be used substantially as follows:

Estimated Sources of Funds	
Principal Amount of 2018 Bonds	$
[Plus][Less] [Net] Aggregate Original Issue [Premium][Discount]	
TOTAL SOURCES OF FUNDS	$
Estimated Uses of Funds	
2018 Projects	$
Cost of Issuance[(1)]	
TOTAL USES OF FUNDS	$

[(1)]Includes Underwriters' Discount and certain legal, accounting and other financing expenses incurred by the City, and rounding amount of ($[]).

PLAN OF FINANCE: 2018 BONDS

The proceeds of the 2018 Bonds will be deposited into the Construction Fund of 2018 established pursuant to the Supplemental Ordinance. Moneys on deposit in the Construction Fund of 2018 will be used, as needed, to finance the costs of the 2018 Projects, including without limitation payment of engineering, legal and all other expenses incidental to the 2018 Projects and issuance costs of the 2018 Bonds.

The 2018 Projects involve ongoing capital improvements to the System. These capital improvements include improvements, extensions and enlargements to the System, including any one or more of the following: (a) Waterworks System (defined herein) rehabilitation and installation of water lines and fire protection upgrades, (b) Waterworks System-wide expansions, (c) water treatment plant upgrades, (d) Sanitary Sewer System (defined herein) rehabilitation and installation of sewer lines and manholes, (e) Sanitary Sewer System capacity upgrades, Sanitary Sewer System-Wide expansions, (f) upgrades to the Metropolitan Wastewater Treatment Plant ("Metro WWTP"), and (g) any other matters with respect to the above improvements and such other improvements as the City may deem necessary or incidental to the System. Construction is expected to begin in 2018, and scheduled to be substantially completed by or before [2020].

[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, 2015. Copies of the City's Comprehensive Annual Financial Reports for prior fiscal years are available on the City's website at http://www.columbiasc.net/financial-reporting/cafrs, which is not intended to be an active hyperlink and is not incorporated by reference herein. The City's independent public accountant did not review this Official Statement, nor did it perform any procedures related to any of the information contained in this Official Statement.

	2013	2014	2015	2016	2017
Operating Revenues					
Charge for Services	$121,055,839	$116,146,448	$117,776,372	$130,888,121	$136,932,319
Other Operating Revenue	529,736	352,272	402,151	844,119	13,961
Total Operating Revenues	$121,585,575	$116,498,720	$118,178,523	$131,732,240	$136,946,280
Operating Expenses					
Personnel Services	$30,529,411	$30,183,595	$31,562,122	$33,933,804	$35,687,995
Materials and Supplies	9,495,316	8,759,851	9,864,982	10,001,315	11,022,382
Other Services and Charges	26,031,570	19,739,467	18,761,782	29,411,132	29,614,236
Heat, Light and Power	6,497,033	7,127,184	6,916,836	7,096,222	7,082,144
Depreciation	22,438,145	23,665,647	30,928,260	35,411,576	37,303,595
Claims and Premiums	0	0	0	50,000	0
Bad Debt Expense[(a)]	1,847,105	379,600	0	0	0
Total Operating Expenses	$96,838,580	$89,855,344	$98,033,982	$115,904,049	$120,710,352
Operating Income	$24,746,995	$26,643,376	$20,144,541	$15,828,191	$16,235,928
Non-Operating Revenues/ (Expenses)					
Investment Income (Loss)	$149,875	$972,514	$1,059,323	$2,223,742	$1,054,117
Other Non-Operating Revenue	142,636	149,203	160,906	167,281	251,881
Federal Grant Revenue				6,227,736	5,880,676
Gain (Loss) from Sale of	10,975,883	303,828	(1,501,276)	376,629	8,165
Interest Expense[(b)]	(8,477,676)	(8,933,009)	(9,828,911)	(13,374,365)	(9,691,698)
Bond Related Costs	0	0	(22,175)	(251,224)	(2,280,758)
Amortization of Deferred Charges	(775,794)	(563,534)	(563,534)	(563,534)	(1,054,933)
Total Non-Operating Revenues/(Expenses)	2,014,924	(8,070,998)	(10,695,667)	(5,193,735)	(5,832,550)
Income (Loss) Before Contributions and Transfers	$26,761,919	$18,572,378	$9,448,874	$10,634,456	$10,403,378
Capital Contributions and Transfers					
Transfers In	$917,403	$1,550	$1,295	$1,450	-
Transfers Out	(8,568,355)	(8,059,797)	(8,831,372)	(8,668,163)	(6,069,520)
Capital Grants	-	-	-	-	250,000

Development Contributions	5,831,240	5,431,910	3,872,664	16,054,517	9,909,405
Total Capital Contributions and Transfers	(1,819,712)	(2,626,337)	(4,957,413)	7,387,804	4,089,885
Change in Net Position	$24,942,207	$15,946,041	$4,491,461	$18,022,260	$14,493,263

Source: The City of Columbia Finance Department
Note: Totals may not sum due to rounding.
[(a)]The Bad Debt Expense for the Fiscal Year ended June 30, 2015, reflects modified accounting procedures adopted by the City, in which the Bad Debt Expense is offset directly against Charge for Services.
[(b)]The Interest Expense for the Fiscal Years ended June 30, 2013, 2014, and 2015, reflect modified accounting procedures adopted by the City.

Management's Discussion and Analysis
[TBU]

See "Historical Debt Service Coverage of the System" (footnote) for the impacts of the financial reclassification and the Rain Event on the calculation of the System's debt service coverage.

Historical Debt Service Coverage of the System

The following table sets forth the Revenues, Expenses of Operating and Maintaining the System, Net Revenues (as these terms are defined in the Ordinance), debt service requirements and debt service coverage of the System for the Fiscal Years ended June 30, 2013, through 2017.

Fiscal Year	Revenues	Expenses of Operating and Maintaining the System[4]	Net Revenues[4]	Debt Service Requirements	Debt Service Coverage
2013[1]	121,878,086	61,933,361	59,944,725	23,952,915	2.50
2014	117,924,265	62,288,001	55,636,264	26,744,941	2.08
2015[2]	117,897,476	66,453,334	51,444,142	28,999,875	1.77
2016[2, 3]	141,951,020	80,492,468	61,458,552	28,883,461	2.13
2017	[]				

[1]Excludes $10,975,883 of Gain/(Loss) from Sale of Assets arising in part from the City's sale of a portion of its Sanitary Sewer System in March 2013.
[2]As described above under "SECURITY FOR THE 2018 BONDS-Pledged Revenues," the City has made certain amendments to the General Bond Ordinance, which are not yet effective. If such amendments were effective for Fiscal Year 2015, Fiscal Year 2016, and Fiscal year 2017, however, the amounts shown as Expenses of Operating and Maintaining the System (as defined in Appendix C) would be reduced by $296,327, $229,915, and $[], respectively.
[3]Excludes $8,773,862 of other Non-Operating Revenue arising in part from a one-time, non-recurring contribution from the City of West Columbia, South Carolina, for its portion of improvements to the Sanitary Sewer System. Includes $3,521,973 representing the balance of forthcoming, one-time FEMA reimbursement related to the Rain Event as discussed under "Management's Discussion and Analysis" above, as if such amount had been received during Fiscal Year 2016.
[4]As described above under "Management's Discussion and Analysis," the City began reclassifying certain amounts expended for deferred maintenance projects for financial reporting purposes starting in Fiscal Year 2010, which had the effect of increasing Total Operating Expenses. Consistent with the Ordinance, however, such expended amounts are treated as additions to capital assets for the System and are not considered to be Expenses of Operating and Maintaining the System when calculating Net Revenues (as defined in Appendix C) for purposes of the Ordinance. For Fiscal Years 2013, 2014, and 2015, 2016, and 2017, the following amounts have been excluded from Expenses

of Operating and Maintaining the System in the above table: $12,467,074, $3,901,696, and $652,388, respectively. Nothing was excluded from Expenses of Operating and Maintaining the System for Fiscal Year 2016 or Fiscal Year 2017.

[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 2009 Bonds, the 2010 Bonds, the 2011A Bonds, the 2011B Bonds, the 2012 Bonds, the 2013 Bonds, the 2016A Bonds, the 2016B Bonds, and the 2018 Bonds.

Fiscal Year	Existing Debt Service†	2018 Bonds			Aggregate Debt Service
		Principal	Interest	Total	
2018					
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					
2047					

Note: Totals may not sum due to rounding.

†Debt service for the 2009 Bonds has been calculated assuming a fixed interest rate of 4.354% per annum, which is the rate payable by the City under the Series 2009 Swap, plus all annual unaudited costs associated with the replacement credit facility scheduled to expire in September 2020.

Projected Debt Service Coverage of the System

Debt service coverage as projected and prepared by the City for the Fiscal Years ended June 30, 2017, through 2021, is as set forth below.

Fiscal Year	Net Revenues†	Existing Debt Service Requirements€	2018 Bonds' Debt Service	Total Debt Service Requirements	Coverage

2018	$63,998,022	$21,737,349	$10,348,750	$32,086,099	1.99x
2019	63,998,022	21,732,999	10,352,750	32,085,749	1.99x
2020	63,998,022	21,736,025	10,349,350	32,085,375	1.99x
2021	63,998,022	21,740,384	10,343,750	32,084,134	1.99x
2022					

† Net Revenues have been calculated utilizing unaudited financial information of the System for the Fiscal Year ended June 30, 2017 (excluding (a) $8,773,862 of Other Non-Operating Revenue arising in part from a one-time, non-recurring contribution from the City of West Columbia, South Carolina, for its portion of improvements to the Sanitary Sewer System and (b) the impact of the Rain Event on Other Operating Revenue and Other Services and Charges), with no additional change in revenues or expenses assumed going forward.

€ Includes debt service for the 2009 Bonds, the 2010 Bonds, the 2011A Bonds, the 2011B Bonds, the 2012 Bonds, the 2013 Bonds, and the 2016 Bonds.

The figures set forth in the table above are projections. The actual results of operations of the System will be dependent on the amounts by which revenues and expenses increase or decrease. Revenues will be dependent on the actual number of System customers, levels of customer usage, the rates charged by the City and other factors. Expenses will be dependent on the actual levels of customer usage, the number of customers, rates, the cost of treating water and wastewater, future maintenance requirements, financing needs, health care, retirement and post-employment requirements, and other factors. Further, debt service takes into account solely the bonds described above, and does not take into account future indebtedness or future water and sewer rate increases that may be approved by City Council. No assurance can be given that the projections set forth above will be realized.

Debt Structure

2009 Bonds

Pursuant to the General Ordinance, the Fifth Supplemental Ordinance enacted by the City Council on September 19, 2007 ("Fifth Supplemental Ordinance"), and the Seventh Supplemental Ordinance enacted by the City Council on August 19, 2009, the City issued the 2009 Bonds in the original principal amount of $81,860,000 to defray the costs of improvements to the System. The 2009 Bonds are presently outstanding in the principal amount of $81,860,000.

2010 Bonds

Pursuant to the General Ordinance, the Fifth Supplemental Ordinance, and the Sixth Supplemental Ordinance enacted by the City Council on August 19, 2009, the City issued the 2010 Bonds in the original principal amount of $105,000,000 to defray the costs of improvements to the System. The 2010 Bonds are presently outstanding in the principal amount of $12,685,000.

2011A Bonds

Pursuant to the General Ordinance and the Eighth Supplemental Ordinance enacted by the City Council on September 20, 2011 ("Eighth Supplemental Ordinance"), the City issued the 2011A Bonds in the original principal amount of $100,000,000 to defray the costs of improvements to the System. The 2011A Bonds are presently outstanding in the principal amount of $36,525,000.

2011B Bonds

Pursuant to the General Ordinance and the Eighth Supplemental Ordinance, the City issued the 2011B Bonds in the original principal amount of $27,265,000 to currently refund a prior bond issue. The 2011B Bonds are presently outstanding in the principal amount of $12,740,000.

2012 Bonds

Pursuant to the General Ordinance and the Ninth Supplemental Ordinance enacted by the City Council on February 21, 2012, the City issued the 2012 Bonds in the original principal amount of $58,055,000 to advance refund a prior bond issue. The 2012 Bonds are presently outstanding in the principal amount of $58,055,000.

2013 Bonds

Pursuant to the General Ordinance and the Tenth Supplemental Ordinance enacted by the City Council on September 13, 2013, the City issued the 2013 Bonds in the original principal amount $75,305,000 to defray the costs of improvements to the System. The 2013 Bonds are presently outstanding in the principal amount of $70,705,000.

2016A Bonds

Pursuant to the General Ordinance and the Eleventh Supplemental Ordinance enacted by the City Council on September 6, 2016, the City issued the 2016A Bonds in the original principal amount $61,060,000 to defray the costs of improvements to the System. The 2013 Bonds are presently outstanding in the principal amount of $63,325,000.

2016B Bonds

Pursuant to the General Ordinance and the Eleventh Supplemental Ordinance enacted by the City Council on September 6, 2016, the City issued the 2016A Bonds in the original principal amount $144,815,000 to defray the costs of improvements to the System. The 2013 Bonds are presently outstanding in the principal amount of $146,710,000.

Junior Lien Pledge

The City's payment obligations under the Series 2009 Swap (defined herein), including any termination payment, if any, are secured by a pledge of Net Revenues junior and subordinate in all respects to the pledge hereof securing the Bonds. The Series 2009 Swap is secured by a pledge of Net Revenues of the System junior and subordinate in all respects to the pledge thereof securing the Bonds.

THE CITY AND THE SYSTEM

General Description ***[to be updated]***

The City, located at the geographic center of the State, was formed in 1786. It is the county seat of the County and the capital of the State. In addition to being the governmental center of the State, the City is also the business, finance, education and transportation center of the State. The System provides water treatment and distribution services through its waterworks system ("Waterworks System") to approximately 140,036 billed water accounts in the Columbia Metropolitan Statistical Area ("Columbia MSA"), including approximately 40,530 In-City customers and 99,506 Out-of-City customers. The System provides sewer treatment and collection services through its Sanitary Sewer System to approximately 59,677 billed sewer customers in the Columbia MSA, including approximately 32,704 In-City customers and 26,972 Out-of-City customers.

Administration of the City

The City is governed by a council-manager form of government. The Mayor and City Council, who are elected for four-year staggered terms, are vested with the legislative and policy-making powers of the City. Day-to-day activities are administered by a council-appointed City Manager who serves as the chief executive officer of the City and is responsible to the City Council for proper administration of all affairs of the City. The City Manager serves an indefinite term and is subject to removal by a majority vote of the City Council. Financial affairs are under the supervision of the Assistant City Manager for Finance and Economic Services who is appointed by the City Manager. The Finance Director reports to the Assistant City Manager for Finance and Economic Services and is responsible for debt administration, investments and appropriation expenditures and is custodian of all City funds. The General Services Director is responsible for the operation and maintenance of the Facilities.

The present members of the City Council, their occupations, and the dates which their current terms end are as follows:

Name	Occupation	Term Ends
Stephen K. Benjamin, Mayor	Attorney	December 31, 2021
Tameika Isaac Devine, Mayor Pro Tem	Attorney	December 31, 2021
Moe Baddourah[††]	Business Owner	December 31, 2019
Sam Davis	Chief Executive Officer[†]	December 31, 2021
Howard E. Duvall, Jr.	Retired	December 31, 2019
Edward H. McDowell, Jr.	Retired	December 31, 2019
Daniel J. Rickemann	Business Consultant	December 31, 2021

[†]City Councilman Sam Davis is the Chief Executive Officer of BEKOTU and Associates, Inc.
[††] Suspended from service on City Council by executive order of Governor Henry McMaster.

Teresa B. Wilson has served as City Manager since January 2013. Ms. Wilson has served as the City's Director of Governmental Affairs and Assistant City Manager for Community Programs, Economic Development and Government Services. Ms. Wilson graduated from the University of South Carolina's Honors College and the University of South Carolina School of Law. Prior to joining the City, Ms. Wilson served as Government and Community Relations Coordinator for the University of South Carolina's Office of the President, and also served as a liaison for the University of South Carolina and the City of Columbia, as well as a number of community organizations.

Jeffery M. Palen has served as the Assistant City Manager for Finance and Economic Services and Chief Financial Officer since January 2013. Prior to his current position, Mr. Palen served as the City's Treasurer beginning in November 2008, and as hospital chief financial officer with Health Management Associates from 2005 to 2008. Mr. Palen graduated with a Bachelor of Science in Business and a Master's Degree in Business Administration from the University of South Carolina. Mr. Palen has held various positions in both the private and public sectors, including serving as the Deputy Treasurer and the Deputy Auditor for Lexington County.

Janice L. Alonso has served as the Finance Director of the City since July 2013. She has been employed with the City since December 2008, first as the Accounting Manager and, in August 2010, as the Deputy Finance Director. Ms. Alonso has held various positions in both private and public sectors, including Deputy Treasurer for Lexington County and Assistant Controller for Thermo Scientific. Ms. Alonso graduated from the University of South Carolina with a Bachelor of Science in Business. Ms. Alonso is also a Certified Government Finance Officer in South Carolina.

For further information regarding the City and the Columbia MSA, see Appendix B attached hereto.

The System is administered by the City through the City Manager. Under the City Manager's direction, the financial operations of the System are administered by the Assistant City Manager for Finance and Economic Services. The Utilities Department operates the System's two water treatment plants, water storage and pumping stations, and the wastewater plant and sewer lift stations, and maintains all water distribution and treatment sewer collection mains. A total of approximately 500 persons are employed in managerial, clerical, maintenance and other capacities relating to the System.

The Director of Utilities and Engineering is Joseph D. Jaco, a registered professional engineer with over 23 years of experience. He graduated with a Bachelor's Degree and a Master's Degree in Engineering from the University of South Carolina. Mr. Jaco was in private practice as an engineer prior to employment with the City in 2006. He first served as City Engineer from 2006 to 2010 and then as Director from 2010 to present.

Initial recommendations for expansion or renovation of the System are made by the Director of Utilities and Engineering. The recommendations are then reviewed by the City Manager and submitted to the City Council for

review and approval as part of the budget process. Increases in rates for the System must be reviewed and adopted by the City Council prior to going into effect.

Service Area ***[to be updated]***

The service area of the Waterworks System includes all of the City of Columbia and portions of the County and Lexington County, and also includes the Towns of Forest Acres, Arcadia Lakes, Irmo, and Chapin, and the Fort Jackson Military Reservation ("Fort Jackson"). The service area of the Sanitary Sewer System includes all of the City of Columbia and portions of the County, including Fort Jackson, and portions of Lexington County and the City of West Columbia. The entire System covers approximately 320 square miles with a population of approximately 410,000 persons living within that area. The population in the overall service area of the System has generally been increasing since the 1950s due in large measure to the growth of the service area of the System outside of the City.

The City has exclusive rights to provide water and sewer services within the City limits and non-exclusive rights outside of the City limits. Both the County and Lexington County have the legal authority to provide water and sewer service within the unincorporated areas of those counties not presently served by municipalities or special purpose districts, but each has only provided services on a limited basis. The County currently provides water or sewer services only in small, isolated areas. Lexington County and several municipalities in Lexington County formed a joint municipal water and sewer commission ("Commission") for the purpose of providing water and sewer services on an integrated, county-wide basis, but it is the City's understanding that neither the Commission nor Lexington County intends to provide water or sewer services in unincorporated areas of that county already being served by the City. Several municipalities in the County and Lexington Counties currently provide water or sewer services to residents within those municipalities. One large special purpose district, East Richland County Public Service District, provides sewer services to a portion of the County (including certain of the incorporated municipalities therein, e.g., Forest Acres and Arcadia Lakes).

Service to areas outside of the City limits currently accounts for approximately 72% of the revenues of the Waterworks System and 56% of the revenues of the Sanitary Sewer System of the City. The average water rates for customers outside the City are approximately 1.7 times higher than the average rates for customers inside the City and the average sewer rates for customers outside the City are approximately 1.7 times higher than the average rates for customers inside the City. Because the City already has an extensive water and sewer system in place in large areas of both Richland and Lexington Counties, and because it can offer services to prospective new customers at competitive rates, the City believes that it can continue enlarging the size of its service area in the unincorporated areas of Richland and Lexington Counties.

Ten Largest Customers[to be updated]

The following table sets forth the ten largest water and sewer customers, by total revenue, for the Fiscal Year ended June 30, 2017.

Customer	Meters	Consumption (ft^3)	Water	Sewer	Total Revenue
State of South Carolina (various)	530	914,036	$1,980,283	$2,692,521	$4,672,804
IBP Columbia Cooked Meats	3	170,407	538,515	905,968	1,444,484
Fort Jackson	9	909,957	995,003	418	995,421
Palmetto Health Richland	28	126,932	270,652	387,207	657,859
Town of Winnsboro	1	121,248	471,437	0	471,437
Palmetto Health Baptist	13	86,845	176,967	244,688	421,656
WJBD Veterans Hospital	3	71,312	141,242	222,212	363,454
Shaw Industries Group Inc.	2	109,905	339,246	9,164	348,410
Richland County	5	36,117	126,902	188,135	315,037
Town of Chapin Utilities Dept	20	81,229	305,411	0	305,411
TOTAL	614	2,627,988	$5,345,658	$4,650,313	$9,995,973

Source: City of Columbia

Impact of Weather Event

Beginning Thursday, October 1, 2015, and continuing into Monday, October 5, 2015, the City experienced an unprecedented rain event involving 20-24 inches of rainfall ("Rain Event"). During the early morning hours of Sunday, October 4, significant flooding occurred throughout the City. Published reports indicate that approximately 400 homes and 60 businesses in the City were damaged and approximately 100 roads were closed, blocked, or impassable because of the flooding. Multiple sewer and water lines ruptured or broke. The City experienced a 60-foot wide breach in the Columbia Canal, which the City uses to provide water for one of the City's water treatment facilities. President Obama issued a disaster declaration for the State pursuant to which federal disaster aid has been made available to the State to supplement State, County, and local recovery efforts in the City and several other affected by the severe storms and flooding.

The City anticipates expenditures necessary for clean-up and repair to be approximately $70,000,000. The City anticipates FEMA will reimburse the City for 75% of qualifying costs and State will reimburse the City for the remaining 25%. Without regard to potential long-term mitigation improvements, and assuming all relevant levels of reimbursement, the City estimates the general fund impact to be less than $1,000,000 and does not anticipate any material impact to the operation and maintenance expenses of the System or to net capital expenditures related to the System. The City cannot guarantee whether all costs will qualify for FEMA reimbursement or whether the State will provide any reimbursement. [Any additional update with actual expenditures and reimbursements?]

Waterworks System

General

The sources of raw water for the Waterworks System are the Broad River, via the Columbia Canal (which has an average flow of 3,000 cubic feet per second) and Lake Murray. The City has purchased rights to raw water under contracts with South Carolina Electric & Gas Company ("SCE&G"), which owns these water rights. The contract, with respect to water from Lake Murray, is for a term that is coterminous with SCE&G's license to operate its Saluda Hydro Station and provides for up to 100 million gallons per day ("MGD"). In 2002, the City acquired the Columbia Hydro Station and the Columbia Canal.

The water treatment plant located on the Columbia Canal ("Canal Plant") has a total raw water pumping capacity of 125 MGD with a sustained capacity of 85 MGD. The Canal Plant was originally constructed in 1906 and expanded in 1916, 1942, 1954, 1958, 1968 and 2006 [any additional expansions?]. The Canal Plant has a rated capacity for treatment of raw water of 84 MGD. The Canal Plant is currently producing an average flow of approximately 34 MGD with a maximum demand of 60 MGD. The total finished water pumping capacity was expanded to 84 MGD in 2013. The Canal Plant generally serves the area south of Interstate 20 and east of the Broad River. A major building renovation and filter upgrade was completed in 1998. Raw water and high service pumping improvements were completed in 2013. [Any material change since then?]

The water treatment plant on Lake Murray ("Lake Murray Plant") has a raw water pumping capacity of 105 MGD. The Lake Murray Plant, which was completed in 1983, has been expanded to increase high service (finished water) pumping capacity from 40 MGD to 105 MGD and water treatment capacity from 30 MGD to 75 MGD. The Lake Murray Plant generally serves the area north of Interstate 20. The average treatment and pumping rate at the Lake Murray Plant is 31 MGD. An expansion was completed in 2006 to increase its capacity to 75 MGD. [Any material change since then?]

The City believes that the water sources provided by the Broad River and Lake Murray are adequate to provide ample water to meet the current and foreseeable needs of the System, and that the Columbia Plant and the Lake Murray Plant, as expanded and upgraded, will be adequate to continue to meet water treatment needs of the System for at least the next 20 years.

Approximately 2,300 miles of predominantly ductile iron and PVC pipelines, ranging in size from 4-inch to 64[nothing larger?]-inch diameters, comprise the Waterworks System's distribution network. The City places considerable emphasis on replacing smaller and deteriorated water mains and installing additional fire hydrants for

optimal fire protection, the costs of which are paid from System Revenues and from the proceeds of revenue bonds of the System. The City maintains two 3-MG storage reservoirs for finished water at the Canal Plant, two 5-MG storage reservoirs at the Lake Murray Plant and 22 other storage tanks with an aggregate storage capacity of 44 MG.

The City owns all of the pipes, storage tanks, pumping stations and water treatment facilities that it uses to distribute water to customers. The pipes and all other parts of the water delivery system are expected to have at least a 75-year useful life. Existing pipes are typically installed in rights-of-way owned by the City, the County or Lexington County or the State, with new lines being placed in exclusive easements when possible. The City owns in fee simple the land on which the Columbia Plant and Lake Murray Plant are located and most of the land on which pump stations and storage tanks are located.

The City maintains an ongoing program of upgrading, modernizing and rehabilitating the Waterworks System, the costs of which are paid from System Revenues, proceeds of revenue bonds of the System and State and Federal grants. See "Capital Expenditures" herein.

Operations

The total number of customers of the Waterworks System has grown by more than 12.8% over the past ten fiscal years. The major part of the growth has occurred as a result of new Out-of-City customers being added. Information on Revenues is set forth for both the Waterworks System and Sanitary Sewer System on a combined basis in "FINANCIAL FACTORS." The table below shows the number of water customers during the past ten Fiscal Years:

Number of Billed Customers on Waterworks System

Fiscal Year	In-City	Out-of-City	Total
2008	39,332	92,897	132,229
2009	39,799	93,850	133,649
2010	39,671	94,803	134,474
2011	40,164	95,302	135,465
2012	40,549	96,517	137,066
2013	41,249	97,355	138,604
2014	40,896	99,113	140,009
2015	40,530	99,506	140,036
2016			
2017			

Source: City of Columbia

Special Contracts

The City has entered into contracts with Fort Jackson, the Town of Chapin ("Chapin"), and the Town of Winnsboro ("Winnsboro") to provide water service. The contract with Fort Jackson, which was entered into as of March 25, 1987, provides that the City will be paid at rates subject to renegotiation on the request of either party with reasonable cause. In February 2011, a 15% rate increase, which is effective through June 2020, went into effect for water service provided to Fort Jackson.

The City's contract with Chapin, which was entered into on June 29, 1988, provides for the acquisition of the entire water system of Chapin and provides for the City to enjoy the exclusive right to furnish water to Chapin for a period of 30 years. Under the 1988 agreement Chapin transferred title to a portion of its water system to the City. In 1996 the City and Chapin amended the 1988 agreement, whereby Chapin would retain the portion of its water system not yet transferred to the City under the 1988 agreement and the City would continue to provide bulk water to Chapin pursuant to bulk water supply agreements. Chapin customers are charged the standard Out-of-City rates.

The City's contract with Winnsboro is also a bulk water supply agreement, which was entered into May 1, 2013, pursuant to which Winnsboro customers pay the City's standard Out-of-City rate.

Waterworks System Rates

Information on rates and fees of the Waterworks System is set forth in "Water and Sewer Rates and Fees" herein.

Federal and State Requirements

The City currently holds the necessary permits and approvals from the South Carolina Department of Health and Environmental Control ("DHEC") to operate a water treatment and distribution system. The Waterworks System currently meets all material federal and State requirements regarding a public water supply system. See "Environmental Matters – *General*."

Sanitary Sewer System

The City's Sanitary Sewer System consists of over 1,000 miles of sewer lines ranging in diameter from 4 inches to 60 [nothing larger?] inches, 55 sewage lift stations and a central treatment facility known as the Metro WWTP. The Metro WWTP, a biological oxidation extended aeration treatment facility located on the Congaree River three miles south of the City, was originally constructed in 1970 and expanded in 1982 to 40 MGD and again in 1998 to 60 MGD. Currently the average daily flow to the Metro WWTP is about 34 MGD. Nearly five percent of the flow to the Metro WWTP is industrial. The City expects that the Metro WWTP, as expanded and upgraded, will be adequate to provide sewage treatment for the Sanitary Sewer System through the year 2060 [no material change since then?].

The City owns all of the sewer lines, lift stations and treatment facilities of the Sanitary Sewer System. The sewer lines are expected to have at least a 50-75 year useful life, with proper maintenance. The sewage lift stations are being rehabilitated as needed and are on a maintenance schedule, and most stations are expected to have a useful life of at least 15 years at construction or after rehabilitation is completed. Sewer lines are typically installed in easements or in rights-of-way owned by the City, Richland or Lexington County or the State, with new lines being placed in exclusive easements when possible. The City owns in fee simple the land on which the Metro WWTP and many of the sewage lift station sites.

The City maintains an ongoing program of upgrading, rehabilitating, and modernizing of the Sanitary Sewer System, the costs of which are paid from System Revenues and from the proceeds of revenue bonds of the System. See "Capital Expenditures" herein.

Operations

The number of In-City customers of the Sanitary Sewer System grew by approximately 5.1% between 2008 and 2017. The table below shows the number of customers of the Sanitary Sewer System over the past ten Fiscal Years.

Number of Billed Customers on Sanitary Sewer System

Fiscal Year	In-City	Out-of-City	Total
2008	32,280	35,506	67,786
2009	32,503	36,004	68,507
2010	32,500	36,722	69,222
2011	32,501	36,698	69,199
2012	33,136	37,182	70,318
2013†	33,185	26,515	59,700
2014	33,182	27,057	60,239
2015	32,704	26,972	59,677
2016			
2017			

†Reflects reduction of sewer customers arising from the City's sale of a portion of its Sanitary Sewer System (including approximately 13,000 or 16% of its then-existing sewer accounts) to a private utility ("Utility") in March 2013. It is intended that these customers will continue to be served by the City at predetermined rates until the Utility can construct necessary infrastructure allowing connections to its treatment plant. Effective October 2016, remaining customers will pay 70% of the out-of-City sewer rate, and effective August 2018, the remaining customers will pay 100% of the out-of-City sewer rate.

Special Contracts

The City entered into a contract with the City of West Columbia ("West Columbia") in 1975 and with Fort Jackson in 1967. The parties agreed to contribute financially to the construction, operation, maintenance, supervision and repair of certain components of the Sanitary Sewer System. The City assumed responsibility for the operation of these components, in return for which the City is paid a base monthly charge plus various other charges based on gallons of sewage discharged. The City and West Columbia entered into an Amended and Restated Agreement on July 7, 2015, which replaced the 1975 agreement.

Sanitary Sewer System Rates

Information on rates and fees of the Sanitary Sewer System is set forth in "Water and Sewer Rates and Fees" herein. The most recent rate increase became effective July 1, 2017.

Federal and State Requirements

The Sanitary Sewer System currently holds the necessary permits and approvals from DHEC to operate its sewage collection and treatment system. Except as described in the EPA and DHEC Actions section below, the Sanitary Sewer System currently meets all material federal and State requirements in regard to a sewage collection and treatment system. See "Environmental Matters – *General*."

Water and Sewer Rates and Fees

General

The rates charged by the City for water and sewer service are not subject to approval by any federal or State regulatory body. The City's rates, as adopted effective July 1, 2017, are set forth below. Based on these revised rates, the average monthly water and sewer bill for a residential In-City user, based on water usage of 800 cubic feet, is

$52.49 and for an Out-of-City user is $89.23. The City has regularly increased rates as necessary, and effected rate increases to provide sufficient revenues for payment of projected increased costs of operation, expansion of the System, increases in debt service and to maintain required debt service coverage ratios. See "FINANCIAL FACTORS--Historical Debt Service Coverage of the System" and "--Projected Debt Service Coverage of the System."

Water Rates

	Monthly Water Service Rates	
Meter Size	In-City	Out-of-City
5/8"	$6.91	$11.75
1"	11.54	19.62
1 ½"	17.28	29.38
2"	27.65	47.01
3"	55.31	94.02
4"	86.42	146.91
6"	173.05	294.18
8"	276.54	470.12
10"	549.07	933.42

Additional Rates
(per 100 cubic feet after first 300 cubic feet used)

	Residential		Commercial		Irrigation	
	In-City	Out-of-City	In-City	Out-of-City	In-City	Out-of-City
Next 9,700	$ 2.48	$ 4.22	$ 2.36	$ 4.01	$ 4.22	$ 7.17
Next 90,000	2.36	4.01	2.23	3.79	4.01	6.82
Over 100,000	2.23	3.79	2.09	3.55	3.79	6.45

Sewer Rates

	Monthly Sewer Service Rates	
Meter Size (inches)	Sewer Base In-City	Sewer Base Out-of-City
5/8"	$6.91	$11.75
1"	6.91	11.75
1 ½"	6.91	11.75
2"	11.06	18.80
3"	21.12	37.60
4"	34.57	58.76
6"	69.13	117.53
8"	110.62	188.05
10"	172.84	293.82
Additional Sewer Rates (per 100 cubic feet)	$3.59	$6.11

Maximum sewer service rates on single-family residences during the months of April through October are based on a use of 1,400 cubic feet of water and during the months of November through March are based on actual

usage. Sewer rates for apartment buildings and trailer parks are the base rate per dwelling unit plus the rate per 100 cubic feet reflected by water consumption. Sewer rates for hotels, motels, dormitories and rooming houses are one-half of the base rate of a single-family residence per room plus a base fee on meter connection size plus the rate per 100 cubic feet reflected by water consumption.

Comparison of Water Rates in the Columbia MSA

Currently, there are six providers of water in the Columbia area: Lexington Water System, Carolina Water Service, Midlands Utilities, the City of Columbia, the City of West Columbia and the City of Cayce. The chart below compares current average monthly water bills for each of the three largest providers of water service.

Municipality	Average Monthly Water Bill†	
	(In-City)	(Out-of-City)
City of Columbia	$18.45	$31.37
City of West Columbia	17.37	36.62
City of Cayce	23.73	47.45

†Based on 5,250 gallons of water.

Water and Sewer Tap Fees

The City charges new customers to the Waterworks System a tap fee that ranges from $2,512.00 for a ¾-inch meter to $8,490.00 for a 2-inch meter. The City charges new customers to the Sanitary Sewer System a tap fee of $3,940.00 for each tap. Water and sewer tap fees generated a total of $2,337,392 in revenues for the System in Fiscal Year 2017.

Sewer Plant Expansion Fees

The City began charging new customers of the Sanitary Sewer System a sewer plant expansion fee on October 1, 1987. The fee is intended to provide an additional source of moneys for upgrading and expansion of the Metro WWTP. Sanitary Sewer System plant expansion fees generated a total of $3,378,285 in revenues in Fiscal Year 2017.

Water and Sewer Billing and Collection Policies

New or transferring account fees are charged to customers (new and existing) who request service. Bills are mailed to customers on a periodic basis throughout the month and are payable on receipt. Customers receiving both water and sewer services receive combined bills for these services. Water or sewer service accounts that are two months or more in arrears are terminated for non-payment. Advance notice of 10 days is given prior to such termination action.

Capital Expenditures

The City has expanded and improved the System with proceeds of revenue bonds and Revenues of the System. During Fiscal Years 2013 through 2017, the City expended approximately $[] for System expansion and improvement, including approximately $[] expended in Fiscal Year 2017. The following table shows the amounts expended from proceeds of revenue bonds and System Revenues for capital improvements to the System, including cash-funded projects that fall outside the City's Capital Improvements Program, undertaken during Fiscal Years 2013 through 2017.

Capital Improvements Undertaken

Fiscal Year Ended June 30	Capital Improvements Financed with Bond Proceeds	Capital Improvements Financed with System Revenues	Total Capital Improvements
2013	$68,409,174	$ 0	$68,409,174
2014	44,305,275	3,901,696	48,206,971
2015	56,215,053	652,388	56,867,441
2016	24,869,006	53,959,345	78,828,351
2017			
TOTAL	$267,301,535	$58,513,429	$325,814,964

City of Columbia Finance Department

Capital Improvements Program

Future capital expenditures to expand and improve the System are managed by the City through a rolling five-year Capital Improvements Program, which is approved annually by City Council as part of the adoption of the City's Budget Ordinance. The current Capital Improvements Program covers the Fiscal Years ending June 30, 2017, through June 30, 2021, and anticipates capital expenditures of approximately $120,000,000 per year for each of the next five years for total expenditures of approximately $600,000,000. Sixty-seven percent of the anticipated capital expenditures will be devoted to the Sanitary Sewer System and the remaining 33% will be devoted to the Waterworks System. The expenditures are expected to include engineering, storage tanks, water plant additions, increased sewer capacity, lines, pump stations, easements and land. In addition, expenditures will be targeted to rectify issues identified in the Consent Decree (as defined below).

The City expects to fund the Capital Improvements Program with, among other sources, Revenues of the System (including capital payments from the City of West Columbia, South Carolina ("West Columbia")), proceeds of Bonds, and State and federal grants. Although the breakdown between debt and other sources used to fund the capital expenditures for the Capital Improvements Program varies, approximately 25% of the annual capital expenditures for the Capital Expenditures Program are anticipated to be funded from System Revenues (including capital payments from West Columbia) and State and Federal grants.

The five-year Capital Improvements Program is reviewed and updated annually to address the needs of the System. The City is in the process of revising the Capital Improvements Program, and will continue to evaluate and revise it if necessary, to ensure all requirements of the Consent Decree are met within the timeframes established thereby, while complying with the rate covenant set forth in the General Ordinance. The City believes a portion of the capital improvements that are or will be mandated by the Consent Decree are currently contemplated in the five-year Capital Improvements Program. See "Environmental Matters – *Conclusion*."

Environmental Matters

General

Operation of the System is subject to regulation by certain federal, State and local authorities. Federal and State standards and procedures that currently regulate and control operation of the System may change from time to time as a result of continuing legislative, regulatory and judicial action. Therefore, there is no assurance that the facilities comprising the System currently in operation, under construction or contemplated will always remain subject to the regulations currently in effect, or will always be in compliance with future regulations.

An inability to comply with various governmental regulations and standards could result in reduced operating levels or complete shutdown of such facilities not in compliance. Furthermore, compliance with such governmental regulations and standards may substantially increase capital and operating costs.

Permits and Ordinances

The System is in substantial compliance with current regulatory requirements of the United States Environmental Protection Agency ("EPA") and DHEC, and the requirements and conditions of all permits required to operate the System are in order. The City currently has the following permits in effect:

Permit	Effective Date	Expiration Date	Description
DHEC Wastewater NPDES Permit #SC0020940 ("NPDES Permit")	October 1, 2015	September 30, 2020	Authorization to discharge treated effluent in accordance with the National Pollutant Discharge Elimination System ("NPDES") into the Congaree River continues in effect until a renewal decision is made
Public Water System Operating Permit System #401001		No Expiration Date	Authorization to operate a water treatment plant
S.C. Water Resources Commission, Interbasin Transfer Permit 1013-IB	August 29, 2008	August 29, 2028	Authorization to transfer water between river basins in South Carolina for its potable water treatment plant(s)

The City has had a Wastewater Services Ordinance in place since March 19, 1974. Subsequent revisions to this ordinance have been made to reflect changes in federal, State and local standards. The City has operated an Industrial Pretreatment Program pursuant to the Federal General Pretreatment Regulations and approved by DHEC since October 1, 1984. The City includes the City of West Columbia under this program pursuant to an inter-jurisdictional agreement executed January 8, 1986. Seven categorical and 13 significant non-categorical industries are currently regulated under this program.

The City is also authorized to discharge stormwater from the Metro WWTP under NPDES General Permit for the Storm Water Discharges Associated with Industrial Activities (Except Construction) issued by DHEC on September 1, 2016.

EPA and DHEC Actions

In April 2009, the United States Environmental Protection Agency ("EPA") issued a Notice of Violation to the City for effluent limit violations of the City's Wastewater NPDES Permit #SC0020940 ("NPDES Permit"), which NPDES Permit was issued by EPA pursuant to the Clean Water Act ("CWA"). On September 14, 2010, DHEC re-issued the NPDES Permit with an expiration date of September 30, 2015. Pursuant to DHEC regulations, the NPDES Permit remains in effect until DHEC issues a new NPDES Permit based on the currently pending renewal application. In April 2009, the EPA also requested information from the City under the CWA relating to the compliance status of the Sanitary Sewer System.

On review of the City's responses to the EPA's information requests, the EPA identified numerous alleged violations by the City of the CWA, including the frequent occurrence of sanitary sewer overflows from the Sanitary Sewer System over a specified time period ("CWA Violations"). Additionally, the EPA identified alleged effluent limit violations of the NPDES Permit and violations of NPDES Permit requirements related to the City's implementation of the approved industrial pretreatment program ("NPDES Violations," and, together with the CWA Violations, "Violations"). By letter dated May 25, 2010, the EPA notified the City that it had referred this matter to

the Civil Enforcement Division of the U.S. Department of Justice ("DOJ"), but indicated its preference to negotiate a resolution of this matter.

On September 9, 2013, after a lengthy period of negotiations among the City, the EPA, the DOJ and DHEC, the EPA, the DOJ and DHEC lodged a Consent Decree ("Consent Decree") with the U.S. District Court for the District of South Carolina ("District Court"), in which the City agreed to settle allegations by the EPA, the DOJ and DHEC regarding the Violations. Based on comments received during the public comment period on the terms of the Consent Decree the parties agreed to certain revisions to the Supplemental Environmental Project ("SEP") required under the Consent Decree. On May 21, 2014, the District Court entered an order approving the Consent Decree.

The terms of the Consent Decree require the City to (i) evaluate the Sanitary Sewer System and, based on that evaluation, implement capital improvements to the Sanitary Sewer System's infrastructure, and (ii) implement a $1,000,000 SEP aimed at restoring and reducing flooding along segments of Rocky Branch and Gills Creek. The City anticipates total expenditures of approximately $[] will be required over a period of approximately 10 years in order to meet the requirements of the Consent Decree. The City's five-year Capital Improvements Program has been revised and will continue to be revised (if necessary) to enable the City to meet all of its obligations under the Consent Decree within the prescribed timeframes. In addition, the City was required to pay a civil penalty in the amount of $476,400 to resolve the alleged CWA Violations.

On October 6, 2015, the City notified the DOJ, the EPA and DHEC of a force majeure event, namely the Rain Event. On October 13, 2015, the City submitted a written report concerning such force majeure event and provided a supplemental report on March 24, 2016, with a request for additional time to meet certain deadlines in the Consent Decree and in implementation schedules of program documents submitted pursuant to the Consent Decree. The City also requested an extension for stipulated penalties for sanitary sewer overflows. By letter dated June 2, 2016, the EPA granted all of the extensions requested as a result of the Rain Event.

As a result of the final Consent Decree, the City may potentially be required to pay additional civil penalties should it not comply with the terms of the Consent Decree. The City intends to fully comply with the terms of the Consent Decree and undertake the capital improvements required by the Consent Decree. The City does not expect its compliance with the Consent Decree to have a materially adverse impact on the financial condition of the System or the City.

Fringe Benefits, Retirement and Health Insurance and Other Post-Employment Benefits

Retirement Plan

The South Carolina Retirement Systems ("Systems"), as administered by the South Carolina Public Employees Benefit Authority ("Authority"), maintains five independent cost sharing, multi-employer defined benefit plans. The City is a participating employer in the Systems and, generally, the City's employees are covered by the Systems' South Carolina Retirement System ("SCRS") or the Police Officers Retirement System ("PORS") plans, unless the employee has elected to participate in the Optional Retirement Program ("ORP").

The SCRS plan offers retirement and other benefits, including disability, survivor and death benefits, to eligible state employees. Both employees and employers are required to contribute to the SCRS a percentage of the participating employee's earnable compensation at a rate set by State law. The PORS plan offers retirement and other benefits for police officers employed by the City. Like the SCRS, both employees and employers are required to contribute to the PORS a percentage of the participating employee's earnable compensation at a rate set by State law.

For fiscal year end June 30, 2017, the City made contributions to the SCRS of $6,888,470 and to the PORS of $5,784,601, which amounts equaled the statutorily required contributions to SCRS and PORS.

City employees eligible for participation in the SCRS may choose to participate in the ORP, which is a defined contribution plan in which participants direct the investments of their funds in a plan administered by one of four investment providers. The Systems assume no liability for the ORP benefits and for this reason the ORP is not

considered part of the retirement systems for financial statement purposes. Contributions to the ORP are set at the same rates as the SCRS. To participate in the ORP, participants must irrevocably waive participation in the SCRS.

Additionally, the Authority issues its own Comprehensive Annual Financial Report for the Systems ("Report"). A copy of the Report for Fiscal Year ended June 30, 2017, may be found at http://www.peba.sc.gov/assets/cafr.pdf (which is not intended to be an active hyperlink and is not incorporated by reference herein). Information for the Systems is included in the Comprehensive Annual Financial Report for the State. A copy of the State's Report may be found at http://www.cg.sc.gov/publicationsandreports/Pages/CAFRFY20162017.aspx (which is not intended to be an active hyperlink and is not incorporated by reference herein).

Plan Contributions

Contribution Rates to Plans Prior to July 1, 2017: For fiscal years prior to July 1, 2017, the Board of Directors of the Authority ("Authority Board") set the rate of contribution required by participating employers and employees based on the actuarial valuation of the plans. For the prior fiscal year, the Authority Board set contribution rates for the SCRS and PORS plans at 8.16% and 8.74%, respectively, for employees and for employers set the contribution rates for the SCRS and PORS plans at 11.06% (which includes a contribution for group-life insurance benefits) and 13.74% (which includes a contribution of 0.20% for group life insurance benefits and 0.20% for accidental death program benefits), respectively.

Contribution Rates to Plans Beginning July 1, 2017: Act No. 13 of 2017 ("Plan Legislation"), was signed into law on April 25, 2017, and is effective commencing with the fiscal year beginning July 1, 2017. The Plan Legislation removes the power from the Authority Board to set the rate of contributions to the plans and instead statutorily sets the contribution rates to the SCRS and PORS for both employers and employees through the fiscal year ending June 30, 2027. Additionally, the Plan Legislation shortens the amortization schedule for the unfunded actuarial accrued liability of the SCRS and PORS. Additionally, the Plan Legislation shifts the burden of funding the unfunded actuarial accrued liability of the SCRS and PORS entirely to participating employers.

The Plan Legislation increases and sets the contribution rates through fiscal year ending June 30, 2027, as follows:

	SCRS		PORS	
Fiscal Year	Employer Contribution	Employee Contribution	Employer Contribution	Employee Contribution
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 ration 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:

Fiscal Year	Funding Period
2017-2018	30 years
2018-2019	29 years
2019-2020	28 years
2020-2021	27 years
2021-2022	26 years
2022-2023	25 years
2023-2024	24 years
2024-2025	23 years
2025-2026	22 years
2026-2027	21 years
2027 and after	20 years

The Plan Legislation permits employer contribution rates to be increased above those as set forth in the table above or as set by the Authority Board after the fiscal year ending June 30, 2027, if the contribution rates are insufficient to meet the funding periods as set forth above. Increases to employer contribution rates to meet the funding period set forth above may be made without limitation.

The City expects the Plan Legislation to require a $1,947,888 increase in its SCRS budget, and a $509,341 increase in its PORS budget for Fiscal Year 2017-2018 to fund the increased employer contribution as set forth in the Plan Legislation.

Reporting Plan Liability

In accordance with the Governmental Accounting Standards Board's Statement ("GASB") No. 68, the City reported its proportionate share of the overall Net Pension Liability of the Systems – which represents the difference between the total cost of the Systems' expected future benefits to be paid and the value of assets on hand to cover the benefits – in the City's financial statements for fiscal year ending June 30, 2017. The City reported its proportionate share of SCRS and PORS Net Pension Liability as $122,912,706 and $80,547,962, respectively or 0.575438% and 3.17559% of the total net pension liability.

Other Post-Employment Benefits

The City is a participant in the State Other Retirement Benefits Employer Trust for medical, dental, and vision coverage, and eligible retirees are allowed to continue coverage in according with the City Other Postemployment Benefits ("OPEB") Substantive Plan, a single-employer defined benefit plan. It is the City's policy to periodically review its medical and dental coverage to provide the most favorable benefits and premiums for the City employees and retirees.

In accordance with GASB Statement 45, the City's annual other postemployment benefit cost is calculated based on the City's annual required contribution ("ARC"). The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities or funding excess over a period not to exceed thirty years. As of July 1, 2017, the most recent actuarial valuation date, the estimated Actuarial Accrued Liability was $152,279,888, with an estimated Annual Required Contribution for fiscal year end June 30, 2017, of $9,795,669. The City anticipates the unfunded liability to increase, but is unable to provide an estimated increase.

Liability Insurance

Subject to specific immunity set forth in the South Carolina Tort Claims Act, the City, like other local governments, is liable for damages not to exceed $300,000 per incident/person and $600,000 per occurrence/aggregate for torts. There are no limits in actual damages for recoveries under 42 U.S.C. § 1983. No punitive or exemplary damages are permitted under the South Carolina Tort Claims Act or the Federal Civil Rights Act. The City currently self-insures against tort liability under the South Carolina Tort Claims Act.

INTEREST RATE SWAPS AND OTHER OBLIGATIONS

In September 2007, the City entered into an ISDA Master Agreement and an accompanying schedule (collectively, "Master Agreement") with JPMorgan Chase Bank, N.A. (in such capacity, "Counterparty"), to establish the general terms under which various interest rate swap and other derivative transactions may be entered between such parties.

The Series 2009 Swap

On September 20, 2007, and pursuant to the written confirmation to the Master Agreement dated such date between the City and the Counterparty, the City entered into a "fixed payor" interest rate swap agreement with the Counterparty ("Series 2009 Swap") to enable the City to synthetically hedge a portion of its variable rate interest exposure relative to the 2009 Bonds during the term of the Series 2009 Swap. The Series 2009 Swap obligates the City to pay the Counterparty a fixed rate, based on a notional amount equal to the initial par amount of the 2009 Bonds, as reduced based on mandatory sinking fund redemptions scheduled therefor. The goal of the Series 2009 Swap is to reduce the City's variable rate exposure under the 2009 Bonds and convert much of its variable rate exposure during the term of the Series 2009 Swap to a hedged fixed rate (subject to applicable basis risks associated with the actual correlation of such variable rate index with the actual variable rate of such Bonds). The Series 2009 Swap will expire in accordance with its terms (unless earlier terminated) on February 1, 2038, which is a date coterminous with the final maturity date of the 2009 Bonds.

Under certain circumstances, some of which may be beyond the control of the City, the Series 2009 Swap is subject to termination prior to the scheduled termination date, including on the occurrence of certain events of default. Such events of default include without limitation (i) failure to pay or deliver any payment required to be made under the Master Agreement, (ii) breach of Master Agreement, (iii) credit support default, (iv) misrepresentation, (v) default under a specified derivative transaction, (vi) cross default, (vii) bankruptcy and (viii) merger of party or any guarantor of such party without assumption of such party's obligations by the resulting entity.

In addition to the foregoing, the Counterparty has the right, but is not required, to terminate the Series 2009 Swap in the event that the rating of the long-term unsecured debt (without credit or structural enhancement) of the City is withdrawn, suspended for more than 30 days or reduced below "BBB" by Standard & Poor's or "Baa2" by Moody's. Correspondingly, the City has the right, but is not required, to terminate the Series 2009 Swap in the event that the rating of the long-term unsecured debt (without credit or structural enhancement) of the Counterparty is withdrawn, suspended for more than 30 days or reduced below "BBB" by Standard & Poor's or "Baa2" by Moody's.

In the event of an early termination of the Series 2009 Swap, the City may owe a termination payment to the Counterparty or, conversely, the Counterparty may owe a termination payment to the City. Such a termination payment generally would be based on the market value of the Series 2009 Swap on the date of termination. For example, if the Series 2009 Swap was terminated, the City's termination payment (including accrued interest) to the Counterparty, based on mid-market rates not derived from the solicitation of actionable bids from any broker-dealers, as of May [], 2018, would have been approximately $[]. Any such amount that may be owed in the future by the City with respect to the Series 2009 Swap may be substantial, and could adversely affect the City's ability to pay debt service on the Bonds. Such termination payments are secured by a pledge of Net Revenues junior and subordinate to the pledge of Net Revenues securing the Bonds and all parity debt.

In addition, a partial termination of the Series 2009 Swap could occur to the extent that any Bonds are redeemed pursuant to an optional redemption. If such an optional redemption occurs, a termination payment related to the portion of the Series 2009 Swap terminated may be owed to either the City or the Counterparty, depending on market conditions at that time. Moreover, the Series 2009 Swap can be terminated on mutual agreement of the Counterparty and the City. There is no guarantee the Series 2009 Swap will be outstanding for its stated term.

The payment obligations of the City under the Series 2009 Swap will not alter or affect the obligation of the City to pay or make payments with respect to the principal of, redemption price of and interest on the 2009 Bonds. The Counterparty has no obligation to make payments directly to the holders of the 2009 Bonds. The holders of the 2009 Bonds have no contractual or other rights or claims against the Counterparty for payment of the 2009 Bonds. The Series 2009 Swap does not provide a source of security or other credit for the 2009 Bonds.

Additional Derivative Agreements

In addition to the Series 2009 Swap, the City may in the future enter into one or more additional interest rate swap or other derivative transactions, whether pursuant to the Master Agreement or otherwise and whether with the Counterparty or one or more other swap counterparties, to the extent not prohibited by the Ordinance. The extent or effect of any such additional transactions cannot be known as of the date of this Official Statement.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the 2018 Bonds on an event of default under the Ordinance are in many respects dependent on judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code, the remedies specified by the federal bankruptcy code and the Ordinance, the 2018 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2018 Bonds (including Co-Bond Counsel's approving opinions) will be qualified, as to the enforceability of the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of credits enacted before or after such delivery.

LEGAL MATTERS

Litigation

Except as set forth below, no litigation, to the knowledge of the City, is threatened in any court to restrain or enjoin the issuance or delivery of the 2018 Bonds or the collection, payment or receipt of the moneys pledged or to be pledged to pay the principal of, premium, if any, and interest on the 2018 Bonds or, in any way contesting or affecting the validity of the 2018 Bonds, the General Ordinance or the Supplemental Ordinance, the power to collect, pay or receive the moneys with which to pay the 2018 Bonds or the organization or the powers of the City, including the power to operate the System and to collect revenues therefrom.

United States Bankruptcy Code

The undertakings of the City should be considered with reference to Chapter 9 of the Bankruptcy Code, 11 U.S.C. § 901, et seq., as amended ("Bankruptcy Code"), and other laws affecting creditors' rights and municipalities generally. Chapter 9 permits a municipality, political subdivision, public agency, or other instrumentality of a State that is insolvent or unable to meet its debts as such debts mature to file a petition in the United States Bankruptcy Court for the purpose of effecting a plan to adjust its debts; directs such a petitioner to file with the court a list of its creditors; provides that the filing of the petition under that Chapter operates as a stay of the commencement or continuation of any judicial or other proceeding against the petitioner; directs a petitioner to file a plan for the adjustment of its debts; permits the petitioner in its plan to modify the rights to payment of its creditors; provides that the plan must be accepted in writing by or on behalf of creditors; and provides that the plan must be accepted in writing by or on behalf of creditors of each impaired class of claims holding at least two-thirds in amount and more than one-half in number of the creditors which have accepted or rejected the plan. The plan may be confirmed notwithstanding the negative vote of one or more classes of claims if the court finds that the plan is in the best interest of creditors, is feasible, and is fair and equitable with respect to the dissenting classes of creditors. A petitioner has the right to reinstate indebtedness under its plan according to the original maturity schedule of such indebtedness notwithstanding any provision in the documents under which the indebtedness arose relating to the insolvency or financial condition of the debtor before the confirmation of the plan, the commencement of a case under the Bankruptcy Code, or the appointment of or taking possession by a trustee in a case under the Bankruptcy Code or by a receiver or other custodian prior to the commencement of a case under the Bankruptcy Code.

Other Legal Matters

Certain legal matters incident to the authorization, issuance and sale of the 2018 Bonds are subject to the approval of the legality of issuance thereof by McNair Law Firm, P.A., Columbia, South Carolina ("McNair"), and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, as Co-Bond Counsel. The proposed forms of the opinions of Co-Bond Counsel to be delivered when the 2018 Bonds are issued are set forth in Appendix D hereto. Certain matters will be passed on for the Underwriters by Parker Poe Adams & Bernstein LLP, Columbia, South Carolina, and The 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. However, interest on the 2018 Bonds will be includable in the adjusted current earnings of a corporation for purposes of computing the alternative minimum tax imposed on corporations.

Although McNair is of the opinion that interest on the 2018 Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the 2018 Bonds may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend on the recipient's particular tax status or other items of income or deduction. Prospective purchasers of the 2018 Bonds should be aware that ownership of the 2018 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, banks, thrifts and other financial institutions, property and casualty insurance companies, certain recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies and taxpayers otherwise entitled to claim the earned income credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the 2018 Bonds. McNair will not express any opinion as to such collateral tax consequences. Prospective purchasers of the 2018 Bonds should consult their tax advisors as to collateral federal income tax consequences.

McNair has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or event occurring (or not occurring) after the issuance date of the 2018 Bonds may affect the tax status of interest on the 2018 Bonds. In rendering its opinion, McNair will rely on certificates and representations of the City with respect to certain material facts solely within the City's knowledge relating to the investment and use of the proceeds of the 2018 Bonds and compliance by the City with certain covenants.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the 2018 Bonds to be subject, directly or indirectly, to federal or State income taxation, or otherwise prevent the holders thereof from realizing the full current benefit of the tax-exempt status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Code or court decisions could

significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the 2018 Bonds and could also affect, perhaps significantly, the market price for, or marketability of, the 2018 Bonds. Prospective purchasers of the 2018 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, and regarding the impact of future legislation, regulations or litigation, as to which McNair expresses no opinion.

[Original Issue Discount

Certain of the 2018 Bonds have been sold at initial public offering prices which are less than the amount payable at maturity ("Discount Bonds"). An amount not less than the difference between the initial public offering prices of the Discount Bonds and the amount payable at maturity constitutes original issue discount, which will be treated as interest on such Discount Bonds and, to the extent properly allocable to particular owners who acquire such Discount Bonds at the initial offering thereof, will be excludable from gross income for federal income tax purposes to the same extent as other interest on the 2018 Bonds.

A portion of the original issue discount that accrues in each year to an owner of a Discount Bond that is a corporation will be included in the calculation of adjusted current earnings in determining the alternative minimum tax liability of such corporation. Consequently, an owner of any Discount Bond that is a corporation should be aware that the accrual of original issue discount in each year may result in an alternative minimum tax liability although the owner of such Discount Bond has not received cash attributable to such original issue discount in such year.

Owners who may acquire 2018 Bonds that are Discount Bonds should consult their tax advisors with respect to the determination for federal income tax purposes of the amount of original issue discount or interest properly accruable with respect to such 2018 Bonds, other tax consequences of owning Discount Bonds and the state and local tax consequences of owning Discount Bonds.]

[Original Issue Premium

Certain of the 2018 Bonds have been sold at initial public offering prices which are greater than the amount payable at maturity ("Premium Bonds"). An amount equal to the excess of the purchase price of the Premium Bonds over their stated redemption prices at maturity constitutes premium on such Premium Bonds. A purchaser of a Premium Bond must amortize any premium over such Premium Bond's term using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the purchaser's basis in such Premium Bond is reduced by a corresponding amount, resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser's basis is reduced, no federal income tax deduction is allowed. Purchasers of any 2018 Bonds at a premium, whether at the time of initial issuance or subsequent thereto, should consult with their own tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to state and local tax consequences of owning such 2018 Bonds.]

State Tax Law Matters

McNair is of the opinion that under present laws of the State, interest on the 2018 Bonds will be excluded from South Carolina taxation, except estate, transfer and certain franchise taxes. Section 12-11-20 of the Code of Laws of South Carolina 1976, as amended, imposes on every bank engaged in business in the State a fee or franchise tax computed at the rate of 4½% of the entire net income of such bank. Regulations of the South Carolina Department of Revenue require that the term "entire net income" include income derived from any source whatsoever, including interest on obligations of any state and any political subdivision thereof. Interest on the 2018 Bonds will be included in such computations.

FINANCIAL ADVISOR

Stifel, Nicolaus and Company, Incorporated, Columbia, South Carolina, has served as Financial Advisor to the City in connection with the offer and sale of the 2018 Bonds. As such, it has participated in the preparation of and review of the various financing documents related to the 2018 Bonds. The Financial Advisor will be paid from the

proceeds of the 2018 Bonds.

CONTINUING DISCLOSURE

To the extent required by the Rule, the City, through a written agreement or contract for the benefit of registered owners and the Beneficial Owners of the 2018 Bonds, will provide notice, in a format as required by the Rule, either directly or indirectly through a designated agent, in a timely manner not in excess of ten business days after its occurrence, of any of the events enumerated in section (b)(5)(i)(C) of the Rule and will provide certain financial information and operating data relating to the City by no later than February 1 after the end of each of the City's Fiscal Years, commencing with the report for the Fiscal Year ending June 30, 2017 ("Annual Report"). The form of that written agreement, the Disclosure Dissemination Agent Agreement, entered into by the City with Digital Assurance Certification, L.L.C. ("DAC") in connection with the issuance of the 2018 Bonds ("DDAA"), is attached as Appendix E. The Annual Report will be filed on behalf of the City by DAC, as dissemination agent, with the Municipal Securities Rulemaking Board ("MSRB"). The notices of any events enumerated in section (b)(5)(i)(C) of the Rule will be filed on behalf of the City by DAC with the MSRB. The specific nature of the information to be contained in the Annual Report and the notices of enumerated events is set forth in the DDAA, the form of which is attached as Appendix E. These covenants have been made in order to assist the original purchasers of the 2018 Bonds in complying with the Rule.

As provided in the Continuing Disclosure Agreement, if the City fails to comply with any provision of the Continuing Disclosure Agreement, any registered owner or "Holder" of the Bonds may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the City to comply with its continuing disclosure obligations under the Continuing Disclosure Agreement. "Beneficial Owner" is defined in the Continuing Disclosure Agreement to mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any 2018 Bonds (including persons holding 2018 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any 2018 Bonds for federal income tax purposes. If any person seeks to cause the City to comply with its continuing disclosure obligations under the Continuing Disclosure Agreement, it is the responsibility of such person to demonstrate that it is a "Holder" within the meaning of the Continuing Disclosure Agreement.

For the fiscal year ended June 30, 2012, the City filed its annual report containing unaudited financial statements, due on or before January 26, 2013, on January 31, 2013, and filed its audited financial statements on April 25, 2013. The City's annual reports for fiscal year ended June 30, 2012, did not include as a part of its financial information and operating data the "Comparison of Water Rates in the Columbia MSA" chart which compares the average monthly water bills for certain providers of water service within the Columbia Metropolitan Statistical Area. For further information regarding the City and the Columbia MSA, see Appendix B attached hereto. The City supplemented its annual reports and provided the necessary information through a corrective filing with the MSRB, made on November 12, 2013, which filing was linked to such of the City's bonds (and individual CUSIPs thereof) as were outstanding and subject to continuing disclosure at the time of such filing.

For the fiscal year ended June 30, 2013, the City filed its annual report, due on or before January 26, 2014 (Sunday), on January 27, 2014. For the fiscal year ended June 30, 2014, the City timely filed its annual report on January 23, 2015. For the fiscal year ended June 30, 2015, the City timely filed its annual report on January 22, 2016. For each of the fiscal years ended June 30, 2012 and 2013, the City filed a Notice of Late Filing on June 24, 2016, which filing was linked to such of the City's bonds (and individual CUSIPs) as were outstanding and subject to continuing disclosure at the time of such filing and for which an annual report is required to be filed with the MSRB no later than 210 days subsequent to the last day of the City's fiscal year.

In recent years there have been numerous rating actions reported by Moody's Investors Service ("Moody's") and S&P Global Ratings ("S&P") affecting several municipal bond insurance companies, some of which had insured or insure certain of the City's bonds. Due to widespread knowledge of these rating actions, material event notices have not previously been filed by the City in each instance. The City filed notice on October 28, 2016, with respect to Moody's change of Assured Guaranty Corp's rating from Aa3 to A3 in January 2013 and S&P's change of Assured Guaranty Corp's rating from AA+ to AA- in November 2011. The City filed notice on July 11, 2016, of S&P's change of Assured Guaranty Corp's rating from AA- to AA in March 2014.

The City's policy when it learns of incomplete or late filings is to take remedial action and provide this information immediately. In addition, the City has taken and is continuing to take certain steps to help identify and report events which may trigger continuing disclosure obligations pursuant to the Rule, including but not limited to, (1) increased education (including periodic training) and awareness by the City's finance staff of the importance of the Rule and continuing disclosure requirements provided thereby; (2) adoption of written policies and procedures related to continuing disclosure and the assignment by the City of its most senior finance staff member with responsibility for continuing disclosure; and (3) the City's review of potential market changes that might relate to the City's continuing disclosure requirements and engagement of advisors to help alert the City and its disclosure dissemination agent, DAC, to the same.

The City may modify from time to time, consistent with the Rule, the information provided to the extent necessary or appropriate in the judgment of the City, but: (1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the City; (2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of this Official Statement, after taking into account any amendments or interpretations of the Rule, as well as any changes in circumstances; and (3) any such modification does not materially impair the interest of the Holders or the beneficial owners, as determined by the trustee or nationally recognized bond counsel or by the approving vote of the Holders of a majority in principal amount of the Bonds then Outstanding at the time of the amendment. Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided. The City's continuing disclosure undertakings under the Continuing Disclosure Agreement will terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal of and interest on the 2018 Bonds.

So long as required, pursuant to Section 11-1-85, Code of Laws of South Carolina 1976, as amended, the City shall file with a South Carolina-based, central repository, if any, for availability in the secondary bond market, an annual independent audit within 30 days of its receipt and event specific information within 30 days of an event adversely affecting more than 5% of revenues of the City or the City's tax base. At present, there is no South Carolina-based, central repository.

MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE

In March 2014, the Securities and Exchange Commission ("SEC") announced the Municipalities Continuing Disclosure Cooperation Initiative ("MCDC"), pursuant to which municipal bond underwriters, issuers, and obligated persons were permitted to self-report possible violations involving materially inaccurate statements or omissions relating to prior compliance with the continuing disclosure obligations specified in the Rule. The SEC further announced that, to the extent an issuer meets the requirements of MCDC and the enforcement division of the SEC (the "Division") decided to recommend enforcement action against the issuer, the Division would recommend that the SEC accept a settlement from the issuer on favorable settlement terms, including the issuer's undertakings to establish appropriate policies, procedures and training regarding continuing disclosure obligations, comply with existing continuing disclosure undertakings, including updating past delinquent filings, disclose the settlement in future offering documents and cooperate with any subsequent investigations by the Division.

In April 2016, the City executed and submitted to the SEC an Offer of Settlement under MCDC, in which the City neither admitted nor denied the findings but agreed to cease and desist from future violations and proposed settlement terms consistent with those originally announced by the SEC in March 2014. By order dated August 24, 2016 (SEC Release No. 33-10143) ("Order"), a copy of which may be obtained from the SEC's website, the SEC accepted the City's Offer of Settlement and ordered the City to cease and desist from committing or causing any future violations of Section 17(a)(2) of the 1933 Act and comply with the following undertakings, which undertakings are consistent with those originally announced by the SEC in March 2014:

(1) within 180 days of the date of the Order, the City will establish appropriate written policies and procedures and periodic training regarding continuing disclosure obligations to comply with the federal securities laws, including the designation of an individual or officer at the City responsible for ensuring the City's compliance with such policies and procedures and responsible for implementing and maintaining a record (including attendance)

of such training;

(2) within 180 days of the date of the Order, the City will comply with existing continuing disclosure undertakings, including updating past delinquent filings;

(3) the City will disclose in a clear and conspicuous fashion the terms of the settlement described in the Order in any final official statement for an offering by the City within five years of the date of the Order;

(4) the City will certify, in writing, compliance with the undertakings set forth above, including certification no later than the one-year anniversary of the date of the Order and certifications made from time to time upon reasonable requests by the SEC staff for further evidence of compliance; and

(5) the City will cooperate with any subsequent investigation by the Division regarding the false statements and/or material omissions that were the subject of the Order, including the roles of individuals and/or other parties involved.

Consistent with the original announcement of MCDC by the SEC, the City is not subject to any civil or criminal penalty or fine arising from MCDC or the violations that were the subject of the Order. The City has been and remains fully committed to cooperating with the SEC's efforts to ensure continuing disclosure in an appropriate and timely manner in connection with its publicly traded bond issues.

MISCELLANEOUS

Ratings

Moody's and S&P have assigned the 2018 Bonds their municipal bond ratings of "[]" and "[]," respectively. Such ratings reflect only the views of Moody's and S&P and an explanation of the significance of such ratings may be obtained from Moody's at the following address: Moody's Investors Service, Inc., 7 World Trade Center at 250 Greenwich Street, New York, New York 10007 and for S&P at: Standard & Poor's Corporation, 55 Water Street, 38th Floor, New York, New York 10041. The City has furnished to Moody's and S&P certain information and materials respecting the City and the 2018 Bonds. Generally, Moody's and S&P base their ratings on such information and materials and on investigations, studies and assumptions furnished to and obtained and made by them. There is no assurance that such ratings will remain unchanged for any period of time or that it may not be revised downward or withdrawn entirely by Moody's or S&P, if in their judgment circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the 2018 Bonds.

Underwriting

The City has engaged PNC and Raymond James to act as co-senior managing underwriters for the 2018 Bonds. The City selected [] as the book runner for the 2018 Bonds. Siebert serves as co-manager on the 2018 Bonds.

PNC and PNC Bank, National Association are both wholly-owned subsidiaries of PNC Financial Services Group, Inc. PNC is not a bank, and is a distinct legal entity from PNC Bank, National Association. PNC Bank, National Association has banking and financial relationships with the City.

The 2018 Bonds are being purchased for reoffering by the Underwriters. The Underwriters have agreed, subject to certain conditions, to purchase the 2018 Bonds at a purchase price of $[] (representing the par amount of the Bonds less an Underwriter's discount of $[], [plus][less] [net] aggregate original issue [premium][discount] of $[]).

The Underwriters may offer and sell the 2018 Bonds to certain dealers and others at a price lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed from time to time by the Underwriters.

Concluding Statement

All quotations from and summaries and explanations of provisions of laws of the State herein do not purport to be complete and are qualified in their entirety by reference to the official compilations thereof. All references to the 2018 Bonds and the determinations of the City Council relating thereto are qualified in their entirety by reference to the definitive forms of the 2018 Bonds and the Ordinance and to such determinations. All such summaries, explanations and references are further qualified in their entirety by reference to the exercise of sovereign police powers of the State and the constitutional powers of the United States of America, and to valid bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors.

Certain of the information set forth in the Official Statement and in the appendices hereto has been obtained from sources other than the City that are believed to be reliable but is not guaranteed as to accuracy or completeness.

The agreement between the City and the holders of the 2018 Bonds is fully set forth in the Ordinance and neither any advertisement for the 2018 Bonds nor this Official Statement is to be construed as constituting an agreement with the holders of the 2018 Bonds.

Anyone having questions should direct them to Jeffery M. Palen, Assistant City Manager for Finance and Economic Services and Chief Financial Officer, City of Columbia, 1737 Main Street, Columbia, South Carolina 29201, and telephone 803.545.4308.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

The delivery of this Official Statement and its use in connection with the sale of the 2018 Bonds has been duly authorized by the City.

CITY OF COLUMBIA, SOUTH CAROLINA

_____

Stephen K. Benjamin, Mayor

APPENDIX A

PORTION OF COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY FOR FISCAL YEAR ENDED JUNE 30, 2017

APPENDIX B

GENERAL INFORMATION REGARDING THE CITY OF COLUMBIA

Population

The population of the City, Lexington County, Richland County and the Columbia Metropolitan Statistical Area ("Columbia MSA") for the preceding five decades and estimates for calendar year 2017 are set forth in the following table:

Year	City	Lexington County	Richland County	Columbia MSA
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:

Year	Lexington County	Richland County	State
2012	$37,363	$37,811	$35,244
2013	37,982	38,346	35,287
2014	39,771	38,811	36,860
2015	41,764	41,025	38,302
2016	42,843	42,245	39,517

Source: U.S. Bureau of Economic Analysis

Median Family Income

Median family income statistics are available only as combined figures for the Columbia MSA made up of Lexington, Richland, Calhoun, Fairfield, and Saluda counties. The median family income for the Columbia MSA for the last five calendar years, for which information is available, is shown in the following table. Median family income figures for the State and United States are shown for comparison purposes.

Year	Columbia MSA	State	United States
2012	$64,500	$55,800	$65,000
2013	60,400	55,000	64,400
2014	58,000	54,300	63,900
2015	64,700	55,500	65,800
2016	64,100	56,100	65,700

Source: U.S. Department of Urban Development, Economic and Market Analysis Division.

Unemployment Rate

The average unemployment rates in the City, Lexington County, Richland County, the State and the United States for each of the last five calendar years, for which information is available, is set forth in the following table:

Year	City	Lexington County	Richland County	State	United States
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:

Month	City	Lexington County	Richland County	State	United States
February 2017	4.8%	3.8%	4.4%	4.6%	4.9%
March 2017	4.4	3.4	3.9	4.0	4.6
April 2017	3.8	3.0	3.5	3.7	4.1
May 2017	4.0	3.1	3.6	3.8	4.1
June 2017	4.9	3.6	4.2	4.4	4.5
July 2017	4.9	3.6	4.2	4.5	4.6
August 2017	5.0	3.9	4.6	4.8	4.5
September 2017	4.1	3.4	3.9	4.2	4.1
October 2017	4.1	3.4	4.0	4.2	3.9
November 2017	4.4	3.5	4.1	4.0	3.9
December 2017	4.7†	3.7†	4.3†	4.2	3.9
January 2018	5.4†	4.2†	5.0†	5.0	-

Source: U.S. Bureau of Labor Statistics
†Preliminary, subject to adjustment

Retail Sales

The following table shows retail sales of businesses located in Lexington County, Richland County and the City for the last fiscal calendar years, for which information is available:

Fiscal Year	Lexington County	Richland County	City
2012	$10,020,668,349	$10,534,410,062	$4,975,751,464
2013	10,653,377,005	10,796,020,131	5,238,086,906
2014	10,692,792,351	10,939,040,895	5,379,848,426
2015	12,277,626,168	10,616,492,430	4,781,690,279
2016	15,315,151,929	11,299,456,248	5,272,281,860

Source: South Carolina Department of Revenue

Construction Activity

The growth of the Columbia MSA is reflected in the following table showing the number of new commercial and residential units constructed in the City and the approximate cost of those units in the last five fiscal years for which information is available:

	Commercial		Residential	
Fiscal Year Ended June 30	Number of Units	Estimated Commercial Costs	Number of Units	Estimated Residential Costs

2013	33	$29,167,670	226	$33,847,371
2014	19	87,236,042	178	35,203,257
2015	32	96,485,135	629	118,450,921
2016	34	78,078,051	179	31,824,601
2017	31	107,273,675	316	67,337,325

Source: City of Columbia, Planning and Development Services, Permits

Commerce and Industry

State and federal payrolls are major sources of employment and income for residents of the County. The County has experienced considerable expansion of Federal, State, and the County facilities. A prior example of governmental investment in the County includes completion by the Federal government of a $32 million, 250,000 square foot National Advocacy Center located on the campus of the University of South Carolina in Columbia. Its primary mission is to train the nation's prosecutors and litigators. An estimated 10,000 students attend one-to-two week-long continuing education programs at the Center.

University of South Carolina. The University of South Carolina's ("USC") main campus is located in downtown Columbia. USC, along with the USC Development Foundation, the City and the University Neighborhood Association collaborated to develop the Inn at USC, a state-of-the-art hotel with 117 rooms, including several two-room suites, three deluxe suites with fireplaces, and spacious meeting and seminar rooms. The Inn at USC joined the Wyndham Hotel Group in August 2012 and is now known as the Inn at USC Wyndham Garden Columbia. The Inn is the first Wyndham Garden hotel in South Carolina. The Inn at USC Wyndham Garden Columbia is adjacent to, and services the National Advocacy Center. Marriott purchased and renovated another hotel on USC's Columbia campus. The Courtyard Marriott opened in 2007, with 189 rooms, 16 suites, and three meeting rooms with a capacity of 600.

USC's main campus is home to the Colonial Life Arena—the largest arena in the State with 18,000 seats, and the tenth-largest on-campus basketball facility in the nation. This one-of-a-kind facility features 41 luxury suites, four entertainment suites, and a full-service hospitality room with capacity for 300. Also located on USC's main campus is the Strom Thurmond Wellness and Fitness Center and the Greek Village, which consists of 20 residential housing units, each accommodating 35 to 40 resident students. Located on a 29-acre tract along the Congaree River near downtown Columbia is the USC baseball stadium built in 2009 with a seating capacity of 8,242.

USC formed a public/private partnership with partners in business and government to build a 500-acre research campus called "Innovista" in downtown Columbia for research on hydrogen and other technologies. Innovista facilities consist of the Arnold School of Public Health and two research complexes: Horizon Center and Discovery Plaza. The Arnold School of Public Health, situated on a $22 million, 104,860-square-foot facility, is the only school of public health in the State. Students become equipped to receive master's and doctoral degree programs in public health, medicine, pharmacy, environment, kinesiology, physical therapy and health systems management. The exercise science program is ranked one of the top five nationally. Horizon I contains 125,000 square feet of dry lab and wet lab space, and is home to the National Science Foundation Industry/University Cooperative for Fuel Cell Research. Discovery Plaza I houses a wet lab with vivarium lab for USC biomedical scientists. The second building in each complex will be for private tenants and their research teams, working on projects related to those of the USC researchers, and each complex will have its own attached parking deck. Horizon II is a privately developed, five-story, 110,000-square-foot office/dry lab building, currently under construction. Discovery II is in the design and programming phase. Tenants will include private-sector firms and governmental units with collaborative USC research relationships. Innovista provides walking and bike paths tying its buildings and parking to Riverfront Park, the USC baseball stadium, and the Strom Thurmond Wellness & Fitness Center. The total investment for the first phase of construction was approximately $140 million, with the total investment in Innovista expected to reach $250 million at completion. The new, 250,000 square-foot, $90 million, Darla Moore School of Business, also located in Innovista, opened for classes for the Fall 2014 semester.

In May 2017, the USC School of Law, located in downtown, opened its new $80 million, 187,500 square-foot facility at Bull and Gervais streets. The building features 17 classrooms, ranging in size from 20 to 95 seats, and two realistic courtrooms, including one that also can be used as a 300-seat auditorium. The new School of Law anchors a legal corridor along the north edge of the campus and comprises the school's Children Law Center, the National Advocacy Center, and the South Carolina's State House and Supreme Court.

The 60,000 square-foot, $26 million Alumni Center, located in the Vista, opened in the summer of 2015 and is a place for alumni engagements and to celebrate life's milestones.

USC began construction in early 2014 behind the Carolina Coliseum of a private, resort-style student housing development including a six-story, 919-bed apartment complex, 650 Lincoln. The complex, which opened in 2016, includes one-, two- and four-bedroom apartments, as well as studio apartments, a fitness center, volleyball court, a pool, and other high-end amenities. As part of the project, a dining facility, parking garage and classrooms will be built behind the new Moore Business School. A portion of the complex is complete and students have moved in, while other sections have been delayed by a few months.

Downtown Columbia. Columbia Marriott located on Main Street in Downtown Columbia invested approximately $12 million in renovations to its facilities. A new restaurant concept was a main focus of the renovations, which included updates to all guest rooms and suites and a broad transformation throughout the lobby, the concierge lounge, and the hotel's 27,000-square-feet of meeting space.

In January 2018, the Hunter-Gatherer Brewery opened in Columbia's historic Depression-era Curtiss-Wright hangar at Jim Hamilton-L.B. Owens Airport. The hangar underwent a complete renovation and re-opened as a craft brewery owned and operated by Hunter Gatherer. The brewery takes up the entire 13,000-square-foot hangar and includes a tap room, event space, an open-to-the-public brewery and an observation deck overlooking the commuter airport near Rosewood Drive. The hangar has hosted the likes of World War II hero Jimmy Doolittle and aviation legend Amelia Earhart.

In November 2017, the City announced two new projects. The first project, known as the Azurest at Heritage Creek, will be located in the City's northern area. The project is a mixed-use development of commercial, residential and retail space to include single- and multi-family housing, retail and recreation to 80, currently-undeveloped, acres. The development is expected to include more than 100 homes, a senior assisted-living facility, a school, boutique shops, medical clinics, and restaurants.

The second project is a Community and Resource Training Center, which is scheduled to be completed in 2018. Once completed, the facility will feature a large community center with a conference room, recreation area and a police substation with state-of-the-art technology. A second phase of construction is anticipated to start later in 2018 and will include walking trails, a playground and public plazas.

Downtown Columbia's 1600 block of Main Street continues its transformation. Anchored by early adopters Mast General and the Nick Theater, the block now contains a yoga studio, wine parlor, event venue, vegan restaurant, boutique cigar store, specialty ice cream shop, bowling alley, and a web development company. In addition to the numerous retail establishments, restaurants, and businesses, Main Street is also home to Soda City and Famously Hot New Year's celebration. Soda City is Columbia's Main Street Farmers Market open every Saturday from 9am – 1 pm, year round. Soda City offers visitors the opportunity to shop for gifts, fresh produce, locally-sourced fresh and prepared food, and craft items. Columbia's Famously Hot New Year's Celebration is South Carolina's largest New Year's Eve event, hosted on Main Street. Started in 2011, Famously Hot New Year is a free, outdoor celebration that draws a diverse, all-ages crowd of tens of thousands of guests—from 48 states and 11 countries—to downtown Columbia, S.C.

Spirit Communications Park ("Park") opened in April 2016. It is a state-of-the-art multi-use sports and entertainment venue situated in "The Commons at Bull Street" in Downtown Columbia. The Park, which hosted its first game in April 2016, is home to the Columbia Fireflies, an affiliated Minor League Baseball team. The Park was named the 2016 Ballpark of the Year by Ballpark Digest. The Park will anchor various projects at The Commons at Bull Street. The baseball team has approximately 550 part-time and 35 full-time employees. The Park seats approximately 8,000 fans for baseball games and 14,000 for concerts.

The Commons at Bull Street is a 181-acre, planned development intending to provide a live-work-play community in the City's downtown. The first phase of development includes The First Base (office) Building and the anticipated opening of Bone-In Barbeque in April 2018. The 196-unit Merrill Gardens, senior-living community and 28 residential townhomes are each under construction. The historic Bakery at Bull Street building is home to the SOCO cowork and event space. The Central Energy Facility is the future home of Downtown Church and plans are being formulated to locate a new USC Health Sciences campus on the Commons.

Station at Five Points Apartments is a new student housing complex including one, two, three, and four bedroom apartments, with numerous amenities, including electronic building access, study rooms, a 24-hour business center, community-wide high-speed Wi-Fi, media center, fire pit and grilling area, fitness center, pool, gaming room and golf simulator.

A new student housing project is currently in the construction phase for Downtown Columbia. University SC Tower, a private student housing project located a few blocks from the USC Horseshoe will feature 848 beds, five-bedroom suites, private parking and street-level retail. The latest entry into downtown's upscale student housing market will be two glass-covered towers 12-stories high, with a theater, fitness center and rooftop pool. It will be situated along Assembly, Pendleton and Park streets, across Assembly from the State House, with suites ranging from one- to five-bedrooms. Construction of the $60 million, 435,000-square-foot complex is expected to be completed in 2018.

In August 2017, University of South Carolina trustees approved a $460 million plan to transform the south side of USC's downtown Columbia campus into a 3,750-bed "Campus Village" student housing complex. The 18-acre site – bordered by Pickens, Heyward and Sumter streets – call for cast-stone or brick buildings of up to six stories, a 945-space parking garage, several courtyards, retail shops, a cafeteria and restaurants.

Vista. The City of Columbia, in cooperation with the County and neighboring Lexington County, constructed a 142,500 square-foot, state-of-the-art meeting and convention center in the downtown "Vista" area at a cost of $40 million. The Columbia Metropolitan Convention Center is complemented by a 222-room, full service Hilton Convention Center Hotel, along with an adjacent 829-space parking garage serving the hotel, convention center and area businesses. Other major projects in the Vista area include renovation of the historic South Carolina Dispensary Warehouse for reuse as a Publix grocery store and townhouses, and the development of Canal Front Park along the Columbia Canal.

Residential projects in the Vista include Justice Square Town Homes, a 12-unit residential project. In addition, Renaissance Plaza Apartments provides live/work residential units, with 17 small storefronts and professional offices and 55 condominiums. The Canal Side development consists of 25 acres and 750 total units of single-family attached, detached and multi-family residential options, a central park area, open space adjacent to the Congaree River and Columbia Canal, and a limited amount of complementary retail and commercial space. In addition to the above, many businesses, including over 60 restaurants and bars, approximately 40 art galleries and specialty shops, hotels, banks, retail stores, and other office buildings have been or are currently under development in the Vista area.

The Vista offers various hotels and places to stay overnight, including the Courtyard Columbia Downtown at USC, the Hampton Inn Downtown Historic District, the Holiday Inn Express and Suites, the Sheraton Columbia Downtown, the Springhill Suites Columbia Downtown, Staybridge Suites, the Hyatt Place, and Aloft.

In February 2017, the new Aloft Hotel opened, bringing a new, unique boutique hotel option to the Vista. The five-story, 107 room hotel provides another contemporary and artsy offering for those looking to stay downtown providing easy walking access to most restaurants and the Convention Center. Aloft is a spinoff of the Starwood company's trendy W hotels.

In August 2016, Congaree Vista Guild announced the opening of four housing developments: The Apartments at Palmetto Compress, GreeneCrossing, ParkPlace, and 650 Lincoln, which all offer residents an urban environment convenient to the University of South Carolina, shops, restaurants, nightlife and more. These developments have added approximately 2,000 new residents to the population of Vista, and estimated to now include 5,000 residents, doubling the resident population in the Vista.

In March of 2015, Hyatt Place opened their new Columbia hotel downtown in the heart of the Vista. The hotel represents an $18 million investment to the popular downtown hotel market, providing guests access to the most popular entertainment district in the City. The hotel features 130 guestrooms, a 24-hour gym with an indoor pool, and more than 2,000 square feet of flexible, high tech meeting space.

In and near the Vista are various museums and theatres, including the Columbia Museum of Art, the Historic Columbia Foundation, the South Carolina Confederate Relic Room and Military Museum, the South Carolina State Museum, the Koger for the Arts, EdVenture Children's Museum, and the Trustus Theatre.

In addition to the above, many businesses, including restaurants, hotels, banks, retail stores, apartments and other office buildings, have been or are currently under development in the Vista area.

Fort Jackson. Fort Jackson ("Fort") was established in 1917 and designated as a permanent post of the United States Army in 1940. The Fort is the largest and most active Initial Entry Training Center in the United States Army, providing training to 54% of the Army's Basic Combat Training load and 61% of the women who enter the Army each year. While some installations have experienced downsizing and closure in past years, Fort Jackson has added several new schools and training institutions since 1995 including the Army's Drill Sergeant; Master Fitness and Master Resiliency Schools; the Soldier Support Institute and their Adjutant General, Financial Management, Non-Commissioned Officers Academy, and Inter-Service Postal Training Activity; the National Center for Credibility Assessment; and the Armed Forces Chaplaincy Center and School training Army, Air Force, and Naval Chaplains. These schools and training institutions provide advance training to over 24,000 students.

More than 3,500 active duty soldiers and their 12,000 family members are assigned to the Fort. The Fort instructs more than 50,000 soldiers in basic training and advanced individual training each year. The Fort employs almost 3,500 civilians and provides services for more than 46,000 retirees and their family members. An additional 10,000 students attend courses at the Soldier Support Institute, Armed Forces Chaplaincy Center and School, National Center for Credibility Assessment and Drill Sergeant School am-malty.

Approximately 15,000 acres of the 52,000-acre base are licensed to the South Carolina Army National Guard, which operates the McGrady National Training Center. The McGrady National Training Center is responsible for training members of the SC Army National Guard and is the central training facility for Navy and Air Force Personnel assigned as Individual Augmentees.

The Fort also provides numerous support services for soldiers and their families, including the Moncreif Army Community Hospital ("Moncreif"), a 60-bed general medical and surgical hospital located on the base. Moncreif provides primary care, immunization services, lab services, radiology services, and behavioral health services to personnel and families assigned to Fort Jackson, the Shaw Air Force Base, along with thousands of military retirees living in the midlands area.

The Fort, annexed into the City in October 1968, has a significant economic impact on the midlands area, contributing approximately $2.2 billion to the local economy. In addition, approximately 200,000 friends and family members visit the midlands area each year to attend basic training graduation activities, using local hotels, restaurants and shopping areas. The Fort encompasses more than 52,000 acres of land including over 100 ranges and field training sites and 1,160 buildings. Recent improvements include a Basic Combat Training star base, dual dining facility, Family Life and Resiliency Center, the 80 Regional Reserve Command and a Residential Communities Initiative which will result in the demolition and renovation of 640 new and 210 renovated homes for Army families.

Industries. In March 2018, Colite International, a world leader in full-service sign manufacturing, announced plans to invest $2.5 million at its existing operations at 5 Technology Circle in Richland County. The investment will allow the purchase of state-of-the-art equipment to keep the company competitive in national and international markets.

In February 2018, Zeus Industrial Products, a leading polymer extrusion manufacturer and material science innovator, announced plans to expand its existing location in Calhoun County. The company's $76 million investment is expected to create an additional 350 new jobs over the next several years. When the expansion is complete, the new facility will include approximately 148,000 square feet of manufacturing space. The expansion is

scheduled to be completed in 2019.

In January 2018, Tidewater Boats, a designer and manufacturer of premium saltwater boats, announced plans to grow its existing Lexington County operations. In order to accommodate the production of larger models, the company is investing $8.3 million and creating 100 new jobs. The company will be constructing a new satellite facility at 1 Brickyard Road in Lexington, S.C. to produce its larger models. The site will allow for more modernized, streamlined production, while also freeing up space at Tidewater's original facility to expand production.

In December 2017, Nephron Pharmaceuticals Corporation, a manufacturer of sterile inhalation and 503B outsourcing medications, announced a $12.5 million expansion to add 36,000 square feet of manufacturing space to its existing 400,000+ square foot facility in Saxe Gotha Industrial Park. The new investment is expected to create 125 new jobs. In 2011, the company announced plans to relocate its headquarters from Florida to South Carolina. Since announcing plans to relocate their headquarters, the company has invested more than $320 million and currently employs 640 workers.

In November 2017, The Ritedose Corporation, a pharmaceutical products manufacturer, announced plans to invest $10 million constructing a new 140,000 square foot facility within the Enterprise Industrial Campus of Midlands Technical College. The latest expansion is in addition to plans announced in 2014 to add 80,000 square feet to their existing 120,000 square foot facility, investing $110 million and creating 65 new jobs. The Ritedose Corporation specializes in the production of inhalation products, eye drops, ear drops and oral liquids.

In November 2017, Woodfield Systems USA, a designer and manufacturer of bulk liquid and gas handling equipment, announced plans to establish a new manufacturing center in Richland County. In connection with these plans, the company intends to invest $1.5 million and create 50 new jobs. The company's Richland County operations will produce loading arms, metering and process skids to support the loading and unloading of bulk tanker trucks and rail cars in the refined fuel, industrial and chemical and industrial HVAC markets.

In October 2017, Prysmian Group, a world leader in the telecom cables and systems industry, announced plans to expand its Lexington County facility, investing $15 million and creating 30 new jobs within the next five years. Once the expansion is completed, Prysmain's Lexington County facility will be the company's top producer of fiber cable in the world.

In September 2017, Charter Nex, one of North America's leading independent producers of high-performance specialty films used in flexible packaging and other critical performance applications, announced plans to invest $85 million and create 110 new jobs in connection with its proposed 140,000-square-foot facility to be constructed in the Carolina Pines Industrial Park.

In August 2017, Trane, a leading global provider of indoor comfort systems and services, announced plans to expand its existing operations with a capital investment of $96 million and the creation of 700 new jobs. Trane currently has approximately 600 employees in South Carolina. The company's existing facility will increase in size by 680,000 square feet once the expansion is completed.

In May 2017, China Hengshi Foundation Company, a fiberglass fabric provider, announced plans to occupy a 111,000-square-foot facility located in the City. The company's new operations are expected to bring $11.1 million in capital investment and lead to the creation of 48 new jobs. Founded in 2000, China Hengshi specializes in the research, development, production and marketing of a variety of fiber-weaving products for export around the world. Primarily used in wind turbine blades, the company's products are also used, for example, in space flight, aviation, construction, transportation, and environmental protection.

In April 2017, LulaRoe, a national clothing provider, announced plans to locate a new distribution center in Richland County. The project is expected to bring approximately $35 million of new capital investment and create at least 1,000 new jobs over the next few years.

In March, 2017, a major aluminum cast plate manufacturer known throughout the world as Alimex, announced plans to establish a new facility in the midlands by bringing $2 million in new capital investment and creating 27 new

jobs. Alimex will lease a new industrial building located in the City. Founded in Germany in 1970, Alimex supplies the worldwide metal distribution, machining and processing industry with high-precision aluminum cast plates.

In June 2016, China Jushi, a global manufacturer of fiberglass products, announced the location of their first U.S. manufacturing operation in the County, with an expectation to produce 80,000 tons of fiberglass annually. The first phase of the project is expected to bring $300 million in capital investment and create 400 new jobs. Once completed, the project is expected to become the largest consumer of water and sewer service from the City.

In April 2016, IBM, USC and Flour Corporation held the ribbon currently for the Center for Applied Innovation. The Center will provide application services to both public and private sector organizations across North America with specialties in the areas of analytics and higher education industry solutions. As part of the initiative, the organizations will collaborate on tailored IT curriculums and advanced analytic techniques for personalized learning. The Center is expected to create at least 100 new jobs over the next five years.

In January 2016, Dominion Carolina Gas Transmission announced its plans to establish operations in Columbia, SC. Dominions new facility will incorporate 120,000 square feet of office space on a nine acre campus. This move comes on the heels of their acquisition of Carolina Gas Transmission from SCANA Corporation. Dominion is expected to invest $10 million in its new facility as well as bring around 100 high wage paying jobs to the City.

In November 2015, General Information Services, Inc., one of the most experienced and largest background screening providers in the nation, announced its plans to expand with a new facility in the County. The company is investing more than $2.7 million in the new facility, which is expected to generate 91 new jobs over five years.

In October 2015, Enstar Group Limited, a company that specializes in the acquisition and management of diversified business, announced that it had acquired Companion Property and Casualty Insurance Company and renamed it Sussex Insurance Company. Enstar is investing $500,000 in its County operations, allowing the Sussex business to retain all existing 120 positions, as well as creating more than 50 new jobs over nine months.

In August 2015, Total Quality Logistics, a third-party logistics provider, announced its plans to establish logistics and sales operations in the County. The Company is investing $565,000 in the facility, which opened on October 26, 2015, and expects to create 100 new jobs over five years.

The following table shows the ten largest industrial employers as of December 2017, located within the Columbia MSA, the type of business and their approximate number of employees:

Name	Type of Business	Number of Employees
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:

Name	Type of Business	Number of Employees
Palmetto Health	Health Care	15,000
Blue Cross & Blue Shield of SC	Insurance	6,585
Lexington Medical Center	Healthcare	6,000
Amazon	Distribution Center	4,000
Allied Barton Security Services	Corporate Security	3,300
AT&T	Telecommunications	2,400
Providence Health	Healthcare	1,625
Dorn VA Medical Center	Healthcare	1,457
Wells Fargo	Banking	1,400
First Citizens Bank	Banking	1,313
Palmetto GBA	Finance & Insurance	1,300
Colonia Life	Finance & Insurance	1,140

Source: Central SC Alliance & Columbia Regional Business Journal

Government Employers

Governmental entities are the largest employers in the Columbia MSA. As the table below indicates, such governmental entities have historically provided a stable employment base. These entities include the State government, local governments (including the City), other federal government entities and local school districts. The table shown below provides a breakdown on employment by these entities for the Columbia MSA, as of December 2017:

Name	Approximate Number of Employees
State of South Carolina	25,246
University of South Carolina	8,500
Richland County School District 1	4,226
S.C. Department of Mental Health	3,798
Lexington County School District 1	3,550
Richland County School District 2	3,600
City of Columbia	2,523
Lexington County School District #5	2,354
Richland County Government	1,879
S.C. Department of Transportation	1,716
S.C. Department of Health and Environmental Control	1,623

Source: Central SC Alliance & Columbia Regional Business Journal

Facilities Located in the Columbia MSA

Transportation. Interstate Highways 20, 26, 77 and a network of U.S. and S.C. highways traverse the Columbia MSA. Rail service is provided by Southern Railway and CSX Transportation. Passenger service is available through Amtrak via "The Silver Star." Nationwide freight service is available through approximately 50 motor freight lines regularly serving the City area. Intercity bus service is provided by Greyhound Lines, Inc.

The Columbia Metropolitan Airport ("Airport"), located in the unincorporated area of Lexington County, and approximately six miles southwest of the City's central business district, is comprised of two runways, associated taxiways, an air traffic control tower, aviation fuel storage facilities, aircraft parking aprons, a passenger terminal building, air cargo buildings, general aviation hangars and terminals, support facilities for the U.S. Army Reserve, the aeronautical facilities of the South Carolina Aeronautics Commission, roads, grounds and public parking facilities; all of which are located on approximately 2,600 acres. Air operations are conducted on an 8,600-foot x 150-foot runway and an 8,000-foot x 150-foot runway. The passenger terminal features a two-level concourse for

common-use gates; a central food court within easy view of all gates; expanded airline ticket counter; baggage claim area; and a covered walkway between the terminal and parking lot. A multi-level parking structure and surface parking lots provide a combined 3,505 public parking spaces. The Airport serves more than 1.2 million passengers annually and processes more than 168,000 tons of air cargo. A 108-acre parcel of the Airport property has been designated as Foreign Trade Zone 127 by U.S. Customs. The Columbia Airport Enterprise Park is a 435-acre industrial park located on the Airport complex. The FAA Southern Region Airports Division awarded the Airport the 2005 Air Carrier Airport Safety Award. The Airport has hired and maintained a competent, trained staff of Airport rescue firefighters, maintenance technicians and operations coordinators.

The passenger airlines which currently serve the Airport are: American Airlines, Delta Air Lines, and United, which provide over 35 non-stop flights to 9 major airports and 8 destinations. The major air cargo companies serving the Airport include Delta, Mountain Air Cargo, Martinaire, Federal Express, and United Parcel Service ("UPS").

The Airport is the site of UPS' southeastern region Air/Ground Hub and Sortation Station for both its Next Day Air and Second Day Air package delivery services. Using its own funds, UPS constructed a package sortation building encompassing approximately 352,000 square feet on a 50-acre site near the Airport, which it purchased from the Airport. UPS is also leasing from the Airport a 35,000 square foot office building on a nine-acre site in CAE Park which houses the 200-person staff that reconciles and administers UPS' system-wide COD delivery services. UPS is operating with a minimum of 20 daily jet freighter arrivals and 20 departures at the Airport.

In June 2017, the Airport completed the process of transforming five acres of Airport property to a 4,320 solar farm, the first solar farm at an airport in the state of South Carolina. CAE dedicated $60 million to implement environmentally-friendly projects as a part of their Enhanced Construction Opportunities Program. The solar farm is located between two runways and can produce enough energy to power 225 homes. The new solar farm is expected to save the Airport approximately $250,000 a year.

Medical and Health Services. There are eight hospitals located within the Columbia MSA, two of which are federal facilities (William J. Dorn Veterans Hospital and Moncrief Army Hospital). Furthermore, there are five psychiatric hospitals and approximately 100 licensed nursing homes and community residential care facilities in the Columbia MSA. In January 2006, Palmetto Health Heart Hospital located at the Richland County campus opened its doors, becoming the most advanced, state-of-the-art cardiac care facility in the area. Serving patients from the midlands and all over central South Carolina, the $80 million, 200,000 square-foot hospital is the State's only freestanding facility dedicated entirely to the prevention, diagnosis and treatment of cardiovascular diseases. Built specifically to meet the needs of the patients, there is a fluid transition between heart procedures and patient rooms. This unique building offers patients and visitors a comfortable and soothing experience complete with waterfalls and landscaped courtyards, and a view of the outside from each of the patient rooms. Attached to the Heart Hospital is a 100,000 square-foot medical office building which enables physicians and clinical staff to spend more time caring for the patients. To provide an unparalleled level of individualized care for residents of South Carolina, the hospital includes: 124 private inpatient beds; Cardiovascular Intensive Care Unit; Critical Care Unit; Cardiac Diagnosis; Cardiac Cath and Electrophysiology labs; Cardiac Rehabilitation Program; Pulmonary Rehabilitation Program; Telemetry Units; labs and diagnostic test areas; landscaped atriums; 700-car parking garage; gift shop; and specialty coffee cart. Palmetto Health completed several renovation projects at its Baptist and Richland Memorial campuses. Palmetto Health Baptist Parkridge ("Parkridge"), located in the northwest portion of the City, is Palmetto Health's newest full-service community hospital offering state-of-the-art inpatient, surgical, medical and emergency care. The Parkridge facility includes 76 in-patient beds, an intensive care unit, a labor and delivery unit and newborn nursery, six operating rooms and diagnostic and treatment services, which include imaging, laboratory, pharmacy and more. Additional services are planned for Parkridge, including non-invasive cardiology, neurosurgery orthopedics, and outpatient rehabilitation.

Financial Institutions. The Columbia MSA serves as the chief financial center of the State. According to the Federal Deposit Insurance Corporation, as of June 30, 2017, there were 192 branches of commercial banks and savings institutions in the Columbia MSA, with deposits at all financial institutions totaling $19,942,997.

Utilities. Electricity for industrial, residential and commercial consumption is provided by SCE&G, Tri-County Cooperative, Inc., Mid-Carolina Electric Cooperative, Inc. and Fairfield Electric Cooperative, Inc. Natural gas is

provided by SCE&G. Water and sewer service is provided by the City inside the City limits, as well as to portions of Richland and Lexington Counties.

The Midlands region has attracted interest from multiple utility-scale solar farm developers. Since 2015, the development of more than 100 MW of utility-scale solar farms have been announced in Saluda, Calhoun and Lexington Counties. One megawatt of solar energy is enough to provide inexpensive, secure, clean energy to approximately 200 homes.

Recreation. The Columbia MSA offers many opportunities for recreation and leisure activities. The Columbia Museum of Art is South Carolina's premier international art museum with extraordinary collections of European and American fine and decorative art that span centuries. The South Carolina State Museum is the largest museum in South Carolina, located in America's first electric-powered textile mill with extensive exhibits in the disciplines of art, science and technology, cultural history and natural history. There are 12 art and historical museums in the area. The Town Theatre is the oldest, continuously operating community theatre in the U.S. and is listed on the National Register of Historical Places. The theatre provides live community theatre performances throughout the year with emphasis on musicals, comedies and youth productions. EdVenture Children's Museum, the South's larges 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 food, 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:

College/University	Enrollment
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

UMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE

APPENDIX D

FORMS OF OPINIONS OF CO-BOND COUNSEL

[Letterhead of McNair Law Firm, P.A.]
June [], 2018

City Council of the
City of Columbia, South Carolina
Columbia, South Carolina

$50,000,000*
CITY OF COLUMBIA, SOUTH CAROLINA,
WATERWORKS AND SEWER SYSTEM REVENUE BONDS,
SERIES 2018

We have acted as bond counsel to the City of Columbia, South Carolina (the "City"), in connection with the issuance of the City's $50,000,000* Waterworks and Sewer System Revenue Bonds, Series 2018 ("2018 Bonds"). In such capacity, we have examined such law and such certified proceedings, certifications and other documents as we have deemed necessary to render this opinion.

The 2018 Bonds are issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina (the "State"), including particularly Article X, Section 14(10) of the South Carolina Constitution; Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended (the "Act"); and General Bond Ordinance No. 93-43 of the City Council of the City (the "Council") enacted on May 21, 1993, as amended (as so amended, the "General Bond Ordinance") and supplemented, including as amended and supplemented particularly by Twelfth Supplemental Ordinance No. 2018-012 of the Council enacted on May [], 2018 (the "Supplemental Ordinance"). The General Bond Ordinance and the Supplemental Ordinance are sometimes collectively referred to as the "Bond Ordinances."

The 2018 Bonds are being issued for the purposes of (i) improving and enlarging the Waterworks and Sewer System of the City (as described in Schedule I of the Supplemental Ordinance); and (ii) paying the Cost of Issuance (as defined in the Bond Ordinances) of the 2018 Bonds.

The 2018 Bonds are subject to optional and mandatory redemption prior to maturity as contemplated by the Bond Ordinances.

The 2018 Bonds are immobilized in the custody of The Depository Trust Company, New York, New York ("DTC"), and a book entry system is being used to evidence ownership and transfer on the records of DTC and its participants.

Regarding questions of fact material to our opinion, we have relied on the representations of the City contained in the Bond Ordinances and the Federal Tax Certificate of the City dated the date hereof, and in the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation. We have assumed that all signatures on documents, certificates and instruments examined by us are genuine, all documents, certificates and instruments submitted to us as originals are authentic and all documents, certificates and instruments submitted to us as copies conform to the originals. In addition, we have assumed that all documents, certificates and instruments relating to the issuance of the 2018 Bonds have been duly authorized, executed and delivered by all parties thereto other than the City, and we have further assumed the due organization, existence and powers of such other parties other than the City.

As bond counsel, we have been retained solely for the purpose of examining the validity and legality of the 2018 Bonds and of rendering the specific opinion herein stated and for no other purpose. We have not acted as a municipal advisor (within the meaning of Section 15B of the Securities Exchange Act of 1934) to the City in connection with the execution and delivery of the Bonds. We have not verified the accuracy, completeness or fairness of any representation or information concerning the business or financial condition of the City in connection with the sale of the 2018 Bonds. Accordingly, we express no opinion on the completeness, fairness or adequacy of any such representation or information.

We refer you to the 2018 Bonds and the Bond Ordinances for a further description of the 2018 Bonds, the purposes for which the 2018 Bonds are issued, the uses of the proceeds from the sale of the 2018 Bonds and the

security therefor.

Based on the foregoing, we are of the opinion that, under existing law:

1. The City is validly existing as a body politic and corporate of the State with the power to enact the Bond Ordinances, perform the agreements on its part contained therein and issue the 2018 Bonds.

2. The Bond Ordinances have been duly enacted by the Council and constitute valid and binding obligations of the City enforceable against the City.

3. The 2018 Bonds have been duly authorized and executed by the City and are valid and binding limited obligations of the City payable solely from and secured equally and ratably by a pledge of and a lien on the Net Revenues (as defined in the General Bond Ordinance) derived by the City from the operation of its waterworks and sewer system (the "System"), on a parity with the pledges of Net Revenues securing the Bonds of 2009, the Bonds of 2010, the Bonds of 2011, the Bonds of 2012, the Bonds of 2013, and the Bonds of 2016 (each as defined in the Supplemental Ordinance). Under the General Bond Ordinance the City may, under certain terms and conditions, issue Bonds (as defined in the General Bond Ordinance) on a parity with the 2018 Bonds.

4. Interest on the 2018 Bonds is excludable from gross income for federal income tax purposes under existing statutes, regulations and court decisions, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. The opinion set forth in the preceding sentence is subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the 2018 Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The City has covenanted to comply with the requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the 2018 Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the 2018 Bonds.

5. Under the laws of the State, the 2018 Bonds and the interest thereon are presently exempt from all taxation in the State, except for estate or other transfer taxes. It should be noted, however, that Section 12-11-20, Code of Laws of South Carolina 1976, amended, imposes on every bank engaged in business in the State a fee or franchise tax computed on the entire net income of such bank which includes interest paid on the 2018 Bonds.

The rights of the owners of the 2018 Bonds and the enforceability of the 2018 Bonds and the Bond Ordinances are limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

We express no opinion herein regarding the accuracy, adequacy or completeness of the Official Statement relating to the 2018 Bonds. Further, we express no opinion regarding tax consequences arising with respect to the 2018 Bonds other than as expressly set forth herein.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

McNAIR LAW FIRM, P.A.

[Letterhead of Johnson, Toal & Battiste, P.A.]
June [], 2018

City Council of the
City of Columbia, South Carolina
Columbia, South Carolina

$50,000,000*
CITY OF COLUMBIA, SOUTH CAROLINA,
WATERWORKS AND SEWER SYSTEM REVENUE BONDS,
SERIES 2018

We have acted as bond counsel to the City of Columbia, South Carolina (the "City"), in connection with the issuance of the City's $50,000,000* Waterworks and Sewer System Revenue Bonds, Series 2018 (the "2018 Bonds"). In such capacity, we have examined such law and such certified proceedings, certifications and other documents as we have deemed necessary to render this opinion.

The 2018 Bonds are issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina (the "State"), including particularly Article X, Section 14(10) of the South Carolina Constitution; Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended (the "Act"); and General Bond Ordinance No. 93-43 of the City Council of the City (the "Council") enacted on May 21, 1993, as amended (as so amended, the "General Bond Ordinance") and supplemented, including as amended and supplemented particularly by Twelfth Supplemental Ordinance No. 2018-012 of the Council enacted on May [], 2018 (the "Supplemental Ordinance"). The General Bond Ordinance and the Supplemental Ordinance are sometimes collectively referred to as the "Bond Ordinances."

The 2018 Bonds are being issued for the purposes of (i) improving and enlarging the Waterworks and Sewer System of the City (as described in Schedule I of the Supplemental Ordinance); and (ii) paying the Cost of Issuance (as defined in the Bond Ordinances) of the 2018 Bonds.

The 2018 Bonds are subject to optional and mandatory redemption prior to maturity as contemplated by the Bond Ordinances.

The 2018 Bonds are immobilized in the custody of The Depository Trust Company, New York, New York ("DTC"), and a book entry system is being used to evidence ownership and transfer on the records of DTC and its participants.

Regarding questions of fact material to our opinion, we have relied on the representations of the City contained in the Bond Ordinances, and in the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation. We have assumed that all signatures on documents, certificates and instruments examined by us are genuine, all documents, certificates and instruments submitted to us as originals are authentic and all documents, certificates and instruments submitted to us as copies conform to the originals. In addition, we have assumed that all documents, certificates and instruments relating to the issuance of the 2018 Bonds have been duly authorized, executed and delivered by all parties thereto other than the City, and we have further assumed the due organization, existence and powers of such other parties other than the City.

As bond counsel, we have been retained solely for the purpose of examining the validity and legality of the 2018 Bonds and of rendering the specific opinion herein stated and for no other purpose. We have not acted as a municipal advisor (within the meaning of Section 15B of the Securities Exchange Act of 1934) to the City in connection with the execution and delivery of the Bonds. We have not verified the accuracy, completeness or fairness of any representation or information concerning the business or financial condition of the City in connection with the sale of the 2018 Bonds. Accordingly, we express no opinion on the completeness, fairness or adequacy of any such representation or information.

We refer you to the 2018 Bonds and the Bond Ordinances for a further description of the 2018 Bonds, the purposes for which the 2018 Bonds are issued, the uses of the proceeds from the sale of the 2018 Bonds and the

security therefor.

Based on the foregoing, we are of the opinion that, under existing law:

1. The City is validly existing as a body politic and corporate of the State with the power to enact the Bond Ordinances, perform the agreements on its part contained therein and issue the 2018 Bonds.

2. The Bond Ordinances have been duly enacted by the Council and constitute valid and binding obligations of the City enforceable against the City.

3. The 2018 Bonds have been duly authorized and executed by the City and are valid and binding limited obligations of the City payable solely from and secured equally and ratably by a pledge of and a lien on the Net Revenues (as defined in the General Bond Ordinance) derived by the City from the operation of its waterworks and sewer system (the "System"), on a parity with the pledges of Net Revenues securing the Bonds of 2009, the Bonds of 2010, the Bonds of 2011, the Bonds of 2012, the Bonds of 2013, and the Bonds of 2016 (each as defined in the Supplemental Ordinance). Under the General Bond Ordinance the City may, under certain terms and conditions, issue Bonds (as defined in the General Bond Ordinance) on a parity with the 2018 Bonds.

The rights of the owners of the 2018 Bonds and the enforceability of the 2018 Bonds and the Bond Ordinances are limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

We express no opinion herein regarding the accuracy, adequacy or completeness of the Official Statement relating to the 2018 Bonds. Further, we express no opinion regarding tax consequences arising with respect to the 2018 Bonds.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

JOHNSON, TOAL & BATTISTE, P.A.

APPENDIX E

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement ("Disclosure Agreement"), dated as of June [], 2018, is executed and delivered by the City of Columbia, South Carolina ("Issuer") and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent ("Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (defined below) of the Bonds (defined below) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time ("Rule").

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Act"). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (defined below). The capitalized terms shall have the following meanings:

"Annual Report" means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the Repositories.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

"Bonds" means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Voluntary Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the Repositories under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

"Disclosure Representative" means the Assistant City Manager for Finance and Economic Services or designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

"Failure to File Event" means the Issuer's failure to file an Annual Report on or before the Annual Filing Date.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic

Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means an event listed in Sections 4(a) of this Disclosure Agreement.

"Official Statement" means that Official Statement prepared by the Issuer in connection with its $50,000,000* Waterworks and Sewer System Revenue Bonds, Series 2018, as listed on Appendix A.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, not later than 30 days prior to the Annual Filing Date. Promptly on receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than February 1 following the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2018. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). On such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification) no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Notice Event as described in Section 4(a)(12) has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall provide in a timely manner an electronic copy of the Issuer's unaudited financial statements to the Disclosure Dissemination Agent and shall, within a reasonable time of when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;

(ii) on receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;

(iii) on receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;

(iv) on receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

1. Principal and interest payment delinquencies;

2. Non-Payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, IRS notices or events affecting the tax status of the security;

7. Modifications to rights of securities holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the securities, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the obligated person;

13. Merger, consolidation, or acquisition of the obligated person, if material; and

14. Appointment of a successor or additional trustee, or the change of name of a trustee, if material;

(v) on receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as "Failure to provide annual financial information as required" when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) on receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. amendment to continuing disclosure undertaking;

2. change in obligated person;

3. notice to investors pursuant to bond documents;

4. certain communications from the Internal Revenue Service;

5. secondary market purchases;

6. bid for auction rate or other securities;

7. capital or other financing plan;

8. litigation/enforcement action;

9. change of tender agent, remarketing agent, or other on-going party;

10. derivative or other similar transaction; and

11. other event-based disclosures;

(vii) on receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. quarterly/monthly financial information;

2. change in fiscal year/timing of annual disclosure;

3. change in accounting standard;

4. interim/additional financial information/operating data;

5. budget;

6. investment/debt/financial policy;

7. information provided to rating agency, credit/liquidity provider or other third party;

8. consultant reports; and

9. other financial/operating data;

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means

of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date on change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement as follows; provided, however, that in the event the following information is collected and prepared by a party other than the City, the City shall be excused from compliance for failure to timely provide such information in the event such information is not available to the City:

(1) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(2) Financial and operating data for the preceding fiscal year, which shall consist of the financial and operating data contained in the following tables in the Official Statement:

(a) Under the caption, "FINANCIAL FACTORS": (i) Five-Year Summary and (ii) Historical Debt Service Coverage of the System; and

(b) Under the caption, "THE CITY AND THE SYSTEM": (i) Ten Largest Customers, (ii) Number of Billed Customers on Waterworks System, (iii) Number of Billed Customers on Sanitary Sewer System, (iv) Water Rates (if modified during such fiscal year), (v) Sewer Rates (if modified during such fiscal year), (vi) Comparison of Water Rates in the Columbia MSA, and (vii) Capital Improvements Undertaken.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. Modifications to rights of Bond holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited

Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Dissemination Agent to so advise the Issuer shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Reports.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds on the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or on delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of

nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, on thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. On termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated in this Disclosure Agreement.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely on Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith on the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or

the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By:_____

Name:_____

Title:_____

CITY OF COLUMBIA, SOUTH CAROLINA, as Issuer

By:_____

Name:_____
Title:_____

EXHIBIT A
NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer	City of Columbia, South Carolina
Obligated Person(s)	City of Columbia, South Carolina
Name of Bond Issue:	$50,000,000* Waterworks and Sewer System Revenue Bonds, Series 2018
Date of Issuance:	June [], 2018
Date of Official Statement:	May [], 2018
CUSIP Number:	198504

EXHIBIT B
NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer	City of Columbia, South Carolina
Obligated Person(s)	City of Columbia, South Carolina
Name of Bond Issue:	$50,000,000* Waterworks and Sewer System Revenue Bonds, Series 2018
Date of Issuance:	June [], 2018
Date of Official Statement:	May [], 2018

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement, dated as of June [], 2018, between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by:_____.

Dated: _____

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent,
on behalf of the Issuer

By:_____

Name:_____

Title:_____

cc: Issuer
Obligated Person

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

_____

Issuer's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

_____

Number of pages of attached material event notice: _____

____ Description of Notice Events (Check One):

1. ___ Principal and interest payment delinquencies;
2. ___ Non-Payment related defaults, if material;
3. ___ Unscheduled draws on debt service reserves reflecting financial difficulties;
4. ___ Unscheduled draws on credit enhancements reflecting financial difficulties;
5. ___ Substitution of credit or liquidity providers, or their failure to perform;
6. ___ Adverse tax opinions, IRS notices or events affecting the tax status of the security;
7. ___ Modifications to rights of securities holders, if material;
8. ___ Bond calls, if material;
9. ___ Defeasances;
10. ___ Release, substitution, or sale of property securing repayment of the securities, if material;
11. ___ Rating changes;
12. ___ Tender offers;
13. ___ Bankruptcy, insolvency, receivership or similar event of the obligated person;
14. ___ Merger, consolidation, or acquisition of the obligated person, if material; and
15. ___ Appointment of a successor or additional trustee, or the change of name of a trustee, if material.
16. ____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

_____

_____

Name: _____Title: _____

Employer: Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:_____

EXHIBIT C-2

VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

_____

Issuer's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

_____

Number of pages of attached material event notice: _____

____ Description of Voluntary Event Disclosure (Check One):

1. ___ amendment to continuing disclosure undertaking;
2. ___ change in obligated person;
3. ___ notice to investors pursuant to bond documents;
4. ___ certain communications from the Internal Revenue Service;
5. ___ secondary market purchases;
6. ___ bid for auction rate or other securities;
7. ___ capital or other financing plan;
8. ___ litigation/enforcement action;
9. ___ change of tender agent, remarketing agent, or other on-going party;
10. ___ derivative or other similar transaction; and
11. ___ other event-based disclosures.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

_____

_____

Name: _____Title: _____

Employer: Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:_____

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

_____

Issuer's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

_____

Number of pages of attached material event notice: _____

____ Description of Voluntary Financial Disclosure (Check One):

1. ___ quarterly/monthly financial information;
2. ___ change in fiscal year/timing of annual disclosure;
3. ___ change in accounting standard;
4. ___ interim/additional financial information/operating data;
5. ___ budget;
6. ___ investment/debt/financial policy;
7. ___ information provided to rating agency, credit/liquidity provider or other third party;
8. ___ consultant reports; and
9. ___ other financial/operating data.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

_____

_____

Name: _____Title: _____

Employer: Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:_____

EXHIBIT D

FORM OF CONTINUING DISCLOSURE AGREEMENT

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement ("Disclosure Agreement"), dated as of June [], 2018, is executed and delivered by the City of Columbia, South Carolina ("Issuer") and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent ("Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (defined below) of the Bonds (defined below) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time ("Rule").

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Act"). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (defined below). The capitalized terms shall have the following meanings:

"Annual Report" means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the Repositories.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

"Bonds" means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Voluntary Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the Repositories under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

"Disclosure Representative" means the Assistant City Manager for Finance and Economic Services or designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

"Failure to File Event" means the Issuer's failure to file an Annual Report on or before the Annual Filing Date.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic

Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means an event listed in Sections 4(a) of this Disclosure Agreement.

"Official Statement" means that Official Statement prepared by the Issuer in connection with its $50,000,000* Waterworks and Sewer System Revenue Bonds, Series 2018, as listed on Appendix A.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, not later than 30 days prior to the Annual Filing Date. Promptly on receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than February 1 following the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2018. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). On such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification) no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Notice Event as described in Section 4(a)(12) has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall provide in a timely manner an electronic copy of the Issuer's unaudited financial statements to the Disclosure Dissemination Agent and shall, within a reasonable time of when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;

(ii) on receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;

(iii) on receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;

(iv) on receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

1. Principal and interest payment delinquencies;

2. Non-Payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, IRS notices or events affecting the tax status of the security;

7. Modifications to rights of securities holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the securities, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the obligated person;

13. Merger, consolidation, or acquisition of the obligated person, if material; and

14. Appointment of a successor or additional trustee, or the change of name of a trustee, if material;

(v) on receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as "Failure to provide annual financial information as required" when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) on receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. amendment to continuing disclosure undertaking;

2. change in obligated person;

3. notice to investors pursuant to bond documents;

4. certain communications from the Internal Revenue Service;

5. secondary market purchases;

6. bid for auction rate or other securities;

7. capital or other financing plan;

8. litigation/enforcement action;

9. change of tender agent, remarketing agent, or other on-going party;

10. derivative or other similar transaction; and

11. other event-based disclosures;

(vii) on receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. quarterly/monthly financial information;

2. change in fiscal year/timing of annual disclosure;

3. change in accounting standard;

4. interim/additional financial information/operating data;

5. budget;

6. investment/debt/financial policy;

7. information provided to rating agency, credit/liquidity provider or other third party;

8. consultant reports; and

9. other financial/operating data;

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means

of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date on change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement as follows; provided, however, that in the event the following information is collected and prepared by a party other than the City, the City shall be excused from compliance for failure to timely provide such information in the event such information is not available to the City:

(1) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(2) Financial and operating data for the preceding fiscal year, which shall consist of the financial and operating data contained in the following tables in the Official Statement:

(a) Under the caption, "FINANCIAL FACTORS": (i) Five-Year Summary and (ii) Historical Debt Service Coverage of the System; and

(b) Under the caption, "THE CITY AND THE SYSTEM": (i) Ten Largest Customers, (ii) Number of Billed Customers on Waterworks System, (iii) Number of Billed Customers on Sanitary Sewer System, (iv) Water Rates (if modified during such fiscal year), (v) Sewer Rates (if modified during such fiscal year), (vi) Comparison of Water Rates in the Columbia MSA, and (vii) Capital Improvements Undertaken.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. Modifications to rights of Bond holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited

Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Dissemination Agent to so advise the Issuer shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Reports.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds on the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or on delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of

nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, on thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. On termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated in this Disclosure Agreement.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely on Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith on the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or

the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By:_____

Name:_____

Title:_____

CITY OF COLUMBIA, SOUTH CAROLINA, as Issuer

By:_____

Name:_____
Title:_____

EXHIBIT A
NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer	City of Columbia, South Carolina
Obligated Person(s)	City of Columbia, South Carolina
Name of Bond Issue:	$50,000,000* Waterworks and Sewer System Revenue Bonds, Series 2018
Date of Issuance:	June [], 2018
Date of Official Statement:	May [], 2018
CUSIP Number:	198504

EXHIBIT B
NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer	City of Columbia, South Carolina
Obligated Person(s)	City of Columbia, South Carolina
Name of Bond Issue:	$50,000,000* Waterworks and Sewer System Revenue Bonds, Series 2018
Date of Issuance:	June [], 2018
Date of Official Statement:	May [], 2018

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement, dated as of June [], 2018, between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by:_____.

Dated: _____

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent,
on behalf of the Issuer

By:_____

Name:_____

Title:_____

cc: Issuer
Obligated Person

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

_____

Issuer's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

_____

Number of pages of attached material event notice: _____

____ Description of Notice Events (Check One):

1. ___ Principal and interest payment delinquencies;
2. ___ Non-Payment related defaults, if material;
3. ___ Unscheduled draws on debt service reserves reflecting financial difficulties;
4. ___ Unscheduled draws on credit enhancements reflecting financial difficulties;
5. ___ Substitution of credit or liquidity providers, or their failure to perform;
6. ___ Adverse tax opinions, IRS notices or events affecting the tax status of the security;
7. ___ Modifications to rights of securities holders, if material;
8. ___ Bond calls, if material;
9. ___ Defeasances;
10. ___ Release, substitution, or sale of property securing repayment of the securities, if material;
11. ___ Rating changes;
12. ___ Tender offers;
13. ___ Bankruptcy, insolvency, receivership or similar event of the obligated person;
14. ___ Merger, consolidation, or acquisition of the obligated person, if material; and
15. ___ Appointment of a successor or additional trustee, or the change of name of a trustee, if material.
16. ____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

_____

_____

Name: _____Title: _____

Employer: Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:_____

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

_____

Issuer's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

_____

Number of pages of attached material event notice: _____

____ Description of Voluntary Event Disclosure (Check One):

1. ___ amendment to continuing disclosure undertaking;
2. ___ change in obligated person;
3. ___ notice to investors pursuant to bond documents;
4. ___ certain communications from the Internal Revenue Service;
5. ___ secondary market purchases;
6. ___ bid for auction rate or other securities;
7. ___ capital or other financing plan;
8. ___ litigation/enforcement action;
9. ___ change of tender agent, remarketing agent, or other on-going party;
10. ___ derivative or other similar transaction; and
11. ___ other event-based disclosures.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

_____

_____

Name: _____Title: _____

Employer: Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:_____

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

_____

Issuer's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

_____

Number of pages of attached material event notice: _____

____ Description of Voluntary Financial Disclosure (Check One):

1. ___ quarterly/monthly financial information;
2. ___ change in fiscal year/timing of annual disclosure;
3. ___ change in accounting standard;
4. ___ interim/additional financial information/operating data;
5. ___ budget;
6. ___ investment/debt/financial policy;
7. ___ information provided to rating agency, credit/liquidity provider or other third party;
8. ___ consultant reports; and
9. ___ other financial/operating data.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

_____

_____

Name: _____Title: _____

Employer: Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:_____

We Are Columbia

MEETING DATE: **May 1, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **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**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2018-033 SC Pride Festival on Main Street (Oct 19 & 20 2018) (PDF)

LEGAL DEPARTMENT DRAFT

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

WHEREAS, SC Pride Center ("Sponsor") is sponsoring the SC Pride Festival 2018 on Friday, October 19, 2018 and Saturday, October 20, 2018 in the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the 1400 block of Main Street between Washington Street to the southern crosswalk at Hampton Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 2:00 p.m. on Friday, October 19, 2018 until midnight Saturday, October 20, 2018, of the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street; from 6:00 p.m. Friday, October 19, 2018 until midnight Saturday, October 20, 2018 the WHEREAS, SC Pride Center ("Sponsor") is sponsoring the SC Pride Festival 2018 on Friday, October 19, 2018 and Saturday, October 20, 2018 in the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the 1400 block of Main Street between Washington Street to the southern crosswalk at Hampton Street;
the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; and, for the temporary closing and use of right-hand west bound lane of traffic of the 1100 and 1200 blocks of Gervais Street for parade disbursement on Friday, October 19, 2018; for a parade and event to be held on Friday, October 19, 2018 from 6:00 p.m. until 10:00 p.m. and an event on Saturday, October 20, 2018 from 11:00 a.m. until 9:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 6:00 p.m. and 9:30 p.m. on Friday, October 19, 2018 and from 11:00 a.m. until 9:30 p.m. on Saturday, October 20, 2018; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

LEGAL DEPARTMENT DRAFT

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 6:00 p.m. and 9:30 p.m. on Friday, October 19, 2018 and 11:00 a.m. and 9:30 p.m. on Saturday, October 20, 2018; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; 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. Canines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. 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 the half block area of WHEREAS, SC Pride Center ("Sponsor") is sponsoring the SC Pride Festival 2018 on Friday, October 19, 2018 and Saturday, October 20, 2018 in the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the 1400 block of Main Street between Washington Street to the southern crosswalk at Hampton Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; and, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic

LEGAL DEPARTMENT DRAFT

beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages only. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, October 20, 2018, the City Manager is authorized to approve the rescheduling of the 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 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

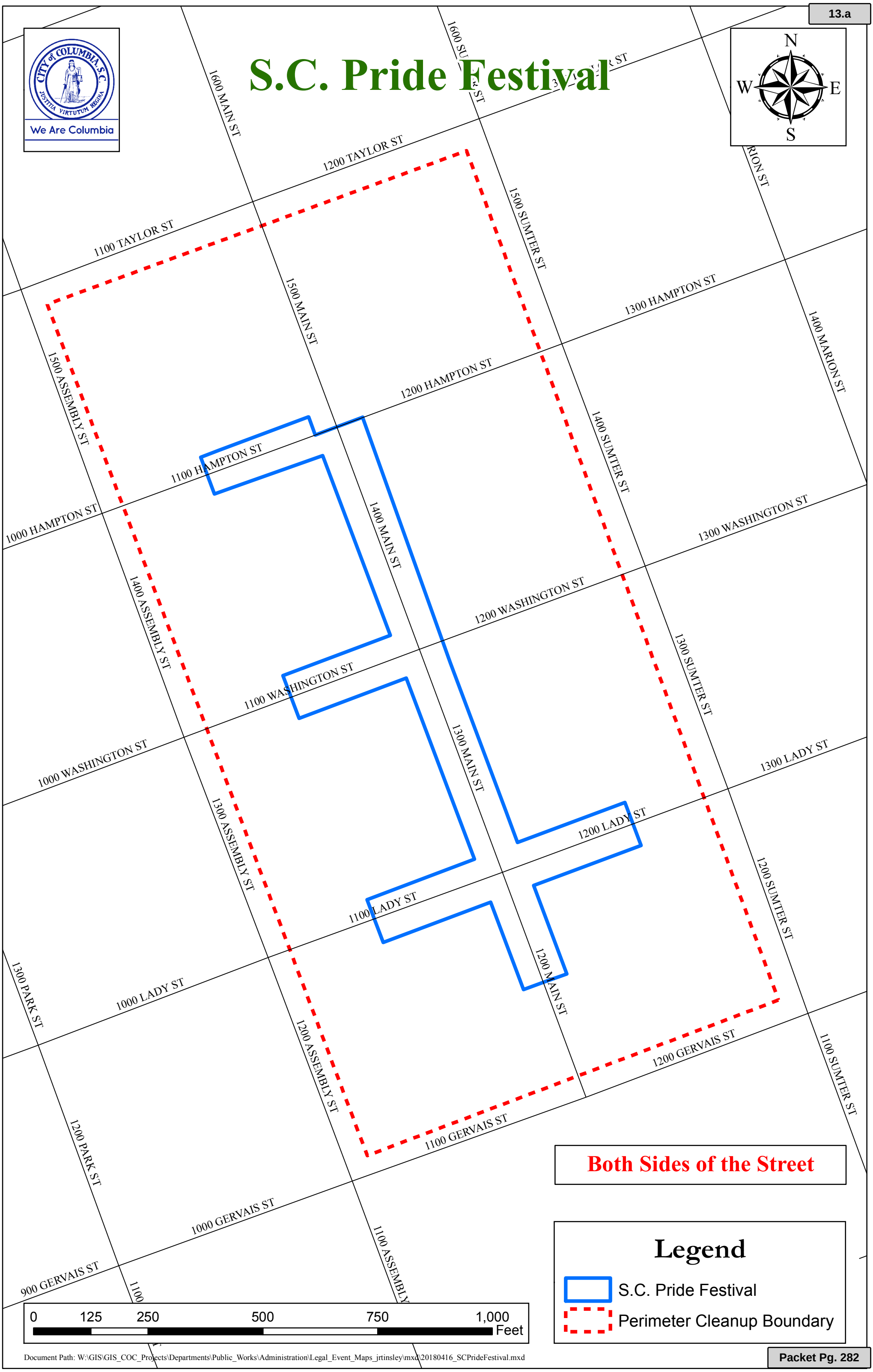
ATTEST:

City Clerk

Introduced:
Final Reading:

Last revised: 4/13/2018
17090758

S.C. Pride Festival



Document Path: W:\GIS\GIS_COC_Projects\Departments\Public_Works\Administration\Legal_Event_Maps_jrtinsley\mxd\20180416_SCPrideFestival.mxd

We Are Columbia

MEETING DATE: **May 1, 2018**

DEPARTMENT: **City Clerk**

FROM: ***Erika Moore, City Clerk***

SUBJECT: **National Drinking Water Week 2018 Proclamation - The Honorable Pro-Tem Tameika Isaac Devine**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** national drinking water week 2018 proc (PDF)

City of Columbia
A Proclamation of National Drinking Water Week

WHEREAS, fresh water is the earth's most valuable natural resource; and

WHEREAS, the City of Columbia is surrounded by irreplaceable recreational water resources that also provide our drinking water; and

WHEREAS, the City of Columbia is dedicated to providing clean and reliable water service to all of our customers; and

WHEREAS, the City of Columbia has committed to upgrading and modernizing the water infrastructure upon which future generations will depend; and

WHEREAS, each citizen of our community is responsible for protecting our local streams, rivers, and lakes from run-off pollution, to practice water conservation, and to get involved in local water issues.

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 6-12, 2018 to be

National Drinking Water Week 2018

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 1, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **National Bike Month and Bicycle Safety Month Proclamation - The Honorable Mayor Pro-Tem Tameika Isaac Devine**

REQUISITION NO.: **The Honorable Mayor Stephen K. Benjamin**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

ATTACHMENTS:

- **#a:** Bike and Pedestrian Proclamation 2018 (PDF)

A Proclamation

***Whereas**, the bicycle is a viable and environmentally-sound form of transportation and an excellent form of Recreation;*

***Whereas**, many Columbians will experience the joys of bicycling during the month of May through participation in educational programs, races, commuting events, trail work days, helmet promotion activities, charity events, or just getting out and going for a ride;*

***Whereas**, the Palmetto Trail attracts trail users each year from all around the state and providing economic, health, and scenic benefits to citizens of South Carolina, Columbia and the Southeast;*

***Whereas**, these bicycling activities and attractions have great potential to have a positive impact on Columbia's economy and tourism industry and to stimulate economic development by making the City attractive to businesses and citizens who enjoy spending time outdoors and leading healthy lifestyles;*

***Whereas**, creating bicycle-friendly communities has been shown to improve citizens' health, well-being, and quality of life, to boost community spirit, to improve traffic safety, and to reduce pollution and congestion;*

***Whereas**, May has been declared National Bike Month and is so again in 2018;*

***Whereas**, the Bike and Pedestrian Advisory Committee (BPAC), bicycle clubs, schools, parks and recreation departments, police departments, hospitals, companies and civic groups throughout the City and the region will be promoting bicycling as a leisure activity as well as an environmentally-friendly alternative to the automobile during the month of May 2018;*

***Whereas,** the City of Columbia adopted the City's first Bike and Pedestrian Plan on June 2, 2015 as the transportation element of the Comprehensive Plan, known as Walk Bike Columbia, and this Plan has a goal of creating great places for bicycling with a focus on evaluation and planning, education, encouragement, evaluation and planning, engineering, and enforcement;*

***Whereas**, the education of bicyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all users;*

***Now, therefore, be it resolved** that the members of the City of Columbia Council hereby recognize the month of May 2018 as National Bike Month and Bicycle Safety Month, and the week of May 14-18, 2018, as Bike to Work Week, and Bike to Work Day May 18, 2018; and*

***Be it further resolved** that the City of Columbia urges all who support bicycling to participate in the events planned and urges all road users to share the road safely with bicyclists.*

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

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

Edward McDowell, Jr.
District II, Council Member

Daniel Rickenmann
District IV, Council Member

We Are Columbia

MEETING DATE: **May 1, 2018**

DEPARTMENT: **Planning and Development Services**

FROM: ***Krista Hampton, Director***

SUBJECT: **National Preservation Month Proclamation -The Honorable Mayor Pro-Tem Tameika Isaac Devine**

REQUISITION NO.: **The Honorable Mayor Stephen K. Benjamin**

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

ATTACHMENTS:

- **#a:** Preservation Month 2018 (PDF)

A Proclamation

WHEREAS, the City of Columbia continues to benefit from historic preservation as an effective tool for economic and sustainable development, tourism promotion, community revitalization, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for the City of Columbia as well as for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that have shaped us as a nation and as a community;

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 2018 as National Preservation Month 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 McDowell, Jr.
District II, Council Member

Daniel Rickenmann
District IV, Council Member

We Are Columbia

MEETING DATE: **May 1, 2018**

DEPARTMENT: **Legal Department**

FROM: ***Shari Ardis, Legal Office Manager***

SUBJECT: **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**

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2018-035 Municipal Clerks Week (PDF)

LEGAL DEPARTMENT DRAFT

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

Whereas, the position of municipal clerk is the only municipal staff role that is required by state law, regardless of a municipality's size or form of government; and,

Whereas, all 271 cities and towns in the state are required to have a municipal clerk; and,

Whereas, Erika D. Moore plays a critical and varied role to support the mayor, city council and city staff; and,

Whereas, municipal clerks' responsibilities under state law include giving notice of meetings to council members and the public, keeping minutes of its proceedings, and performing other duties; and,

Whereas, regardless of city size, municipal clerks have seen their roles and responsibilities expand with changing times; and,

Whereas with advancements in software and hardware, municipal clerks have become increasingly adept/skilled at using technology to prepare materials for meeting agenda packets, to record meeting minutes and to manage public records; and,

Whereas, municipal clerks get their professional training from the South Carolina Municipal Finance Officers, Clerks and Treasurers Association, an affiliate organization of the Municipal Association of South Carolina, celebrating its 40th anniversary this year; and,

Whereas, the South Carolina General Assembly has declared the week of May 6–12, 2018, as Municipal Clerks Week; and,

Whereas, the International Institute of Municipal Clerks has also declared May 6–12, 2018, as the 40th Annual Municipal Clerks Week, **NOW, THEREFORE,**

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ___ day of _____, 2018, that May 6-12, 2018, as "Municipal Clerks Weeks in Columbia" to recognize and honor the valuable contributions that Erika D. Moore makes to our city.

Requested by:

City Manager

Approved by:

City Manager

Approved as to form:

Assistant City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

We Are Columbia

MEETING DATE: **May 1, 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)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX_Shop2716 (PDF)
- #b: 2018-017 annex 2716 Shop Road (PDF)

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, 1st Reading:	05/01/18: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Annexation, 2nd Reading	05/15/18: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Comp Plan Amendment: 1st Reading	07/17/18: Confirmation of Land Use Classification	PENDING
Comp Plan Amendment: 2nd Reading	08/07/18: Confirmation of Land Use Classification	PENDING
Map Amendment: 1st Reading	07/17/18: Zoning Confirmation	PENDING
Map Amendment: 2nd 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.

02/05/2017
© 2017 Pictometry

Future Land Use Map

2716 Shop Road, TMS# 16200-04-31;
Existing Richland Co. FLU: Economic Development Center, Proposed FLU: IND

Department of Planning & Development Services

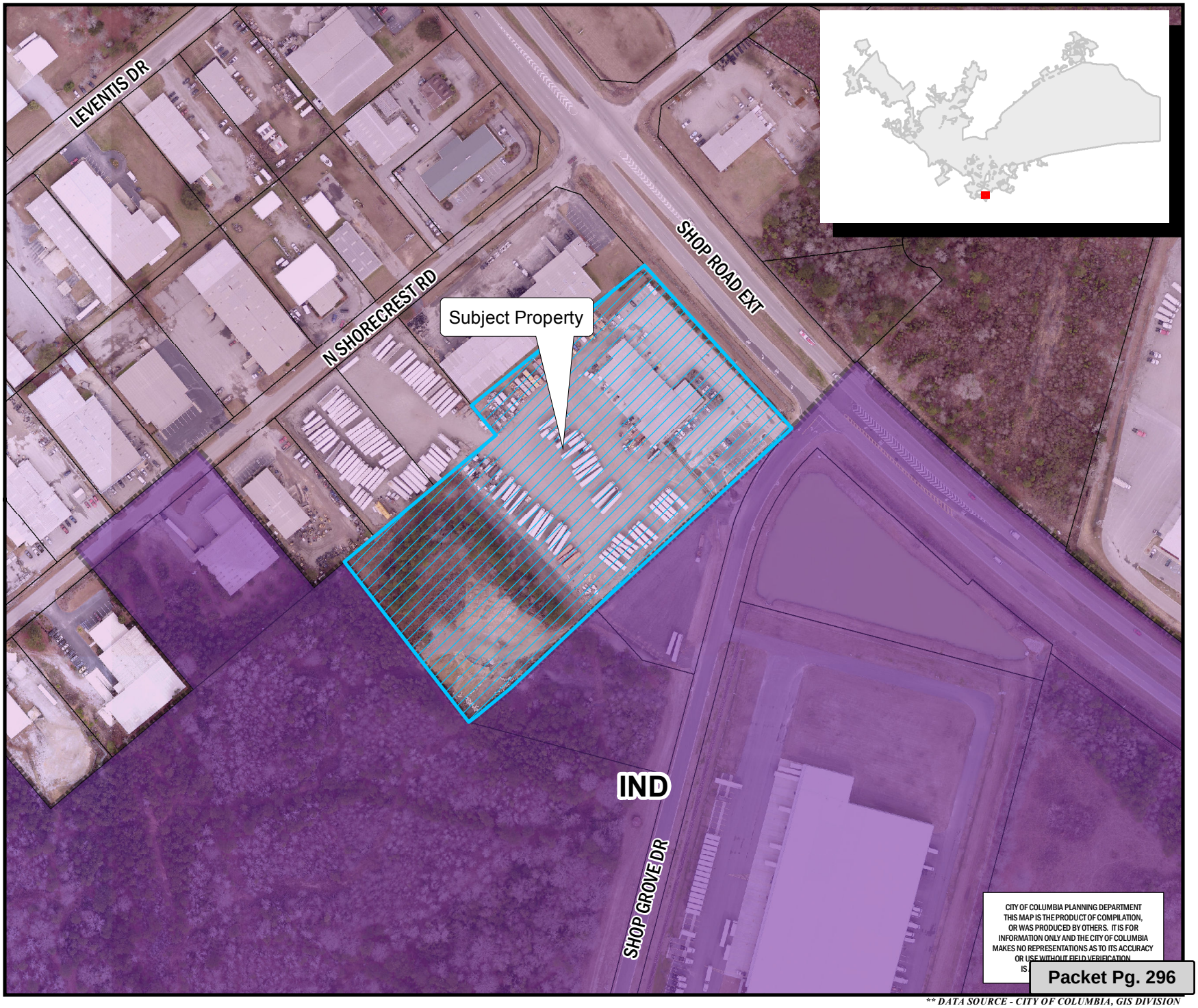
Legend

- 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

0 60 120 240 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
February 12, 2018



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION, OR WAS PRODUCED BY OTHERS. IT IS FOR INFORMATION ONLY AND THE CITY OF COLUMBIA MAKES NO REPRESENTATIONS AS TO ITS ACCURACY OR USE WITHOUT FIELD VERIFICATION IS

We Are Columbia

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

2716 Shop Road, TMS# 16200-04-31;
Existing Richland Co. Zoning: M-1, Proposed Zoning: M-1

Department of Planning & Development Services

Legend

CITY LIMITS
PARCELS

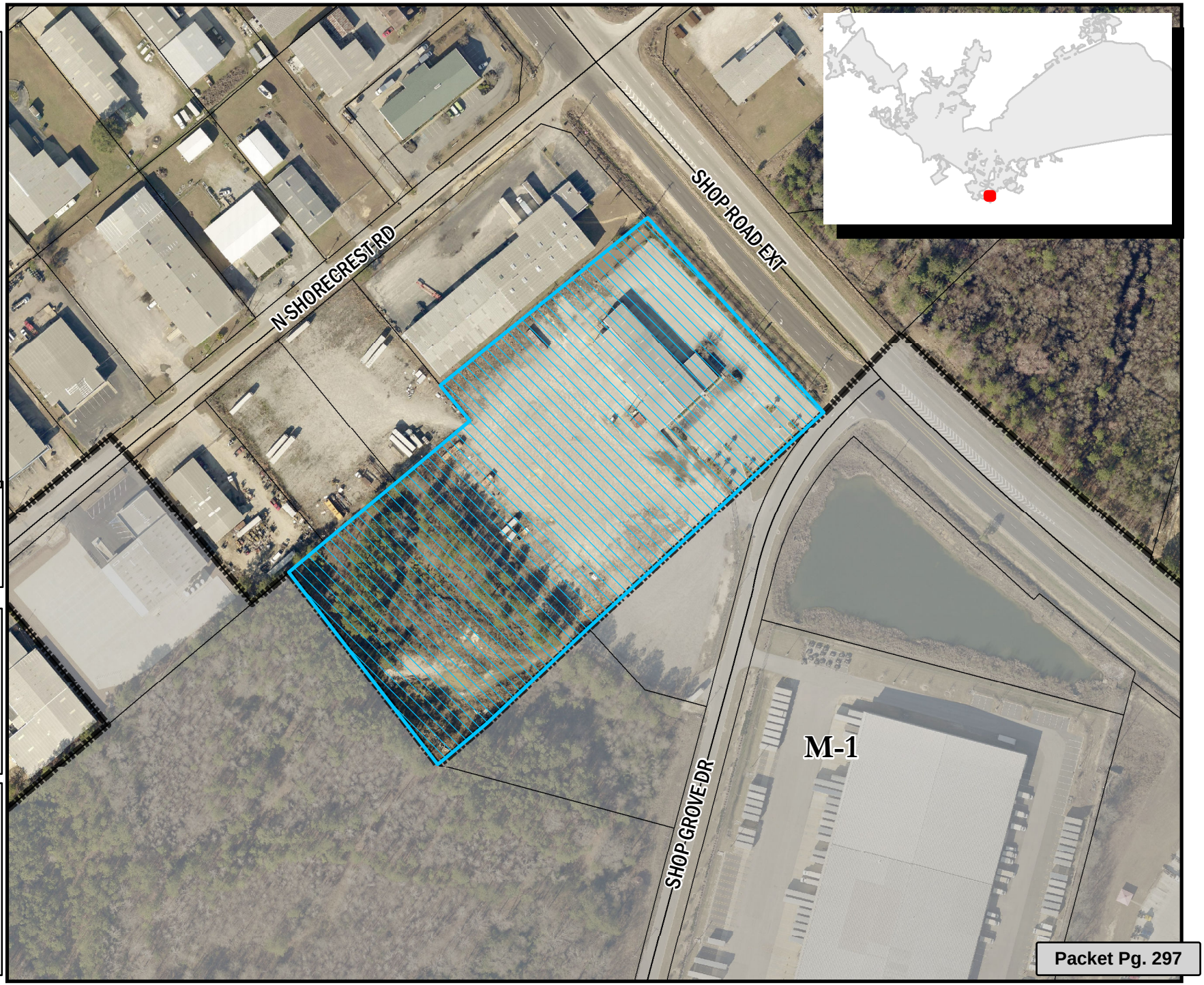
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
February 27, 2018

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.



** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

LEGAL DEPARTMENT DRAFT

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:

Last revised: 4/16/2018
18000601

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.

Last revised: 4/16/2018
18000601

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)

02/05/2017
© 2017 Pictometry

Future Land Use Map

2716 Shop Road, TMS# 16200-04-31;
Existing Richland Co. FLU: Economic Development Center, Proposed FLU: IND

Department of Planning & Development Services

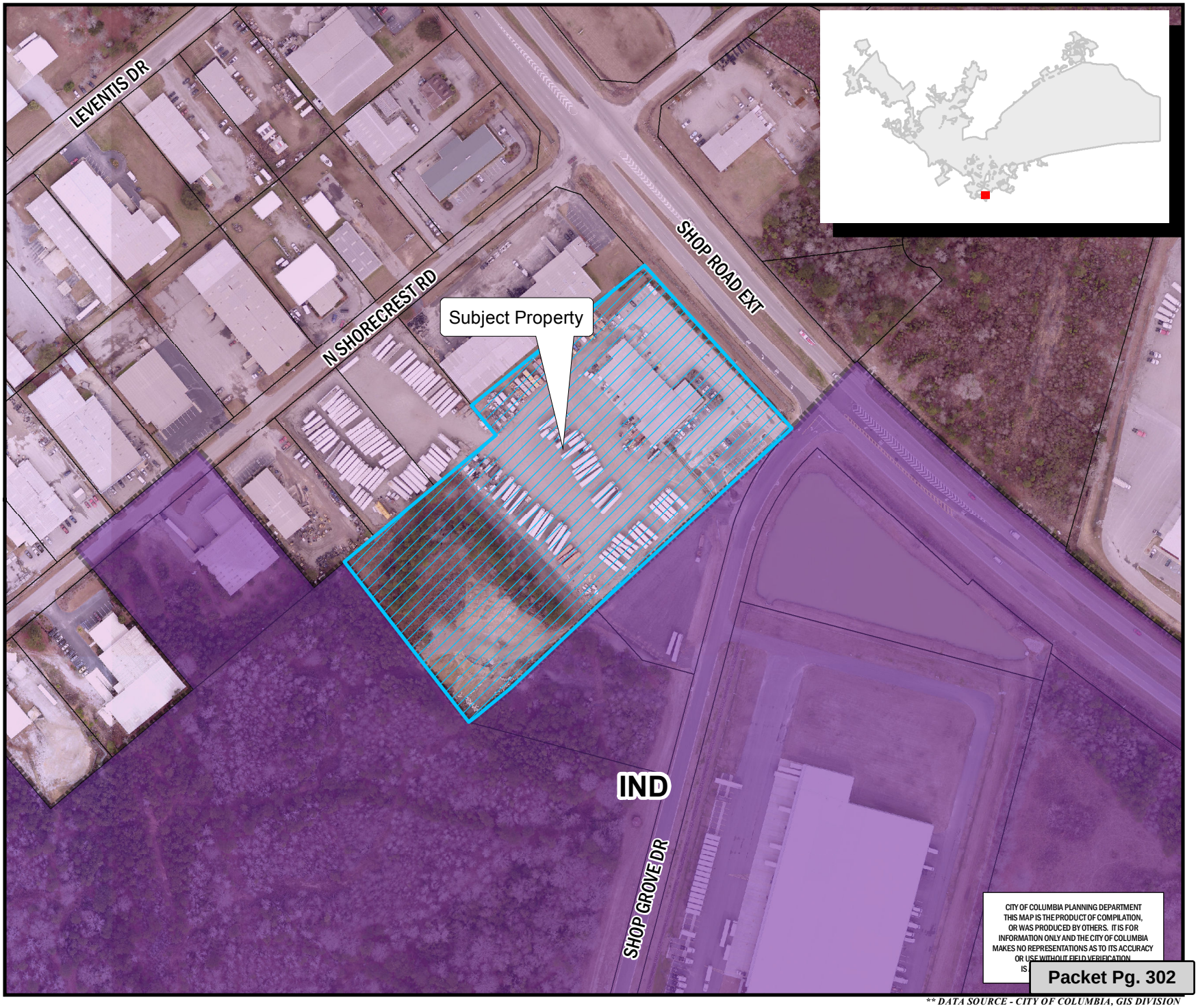
Legend

- 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

0 60 120 240 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
February 12, 2018



CITY OF COLUMBIA PLANNING DEPARTMENT THIS MAP IS THE PRODUCT OF COMPILATION, OR WAS PRODUCED BY OTHERS. IT IS FOR INFORMATION ONLY AND THE CITY OF COLUMBIA MAKES NO REPRESENTATIONS AS TO ITS ACCURACY OR USE WITHOUT FIELD VERIFICATION IS

*** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION*

Zoning Map

2716 Shop Road, TMS# 16200-04-31;
Existing Richland Co. Zoning: M-1, Proposed Zoning: M-1

Department of Planning & Development Services

Legend

CITY LIMITS
PARCELS

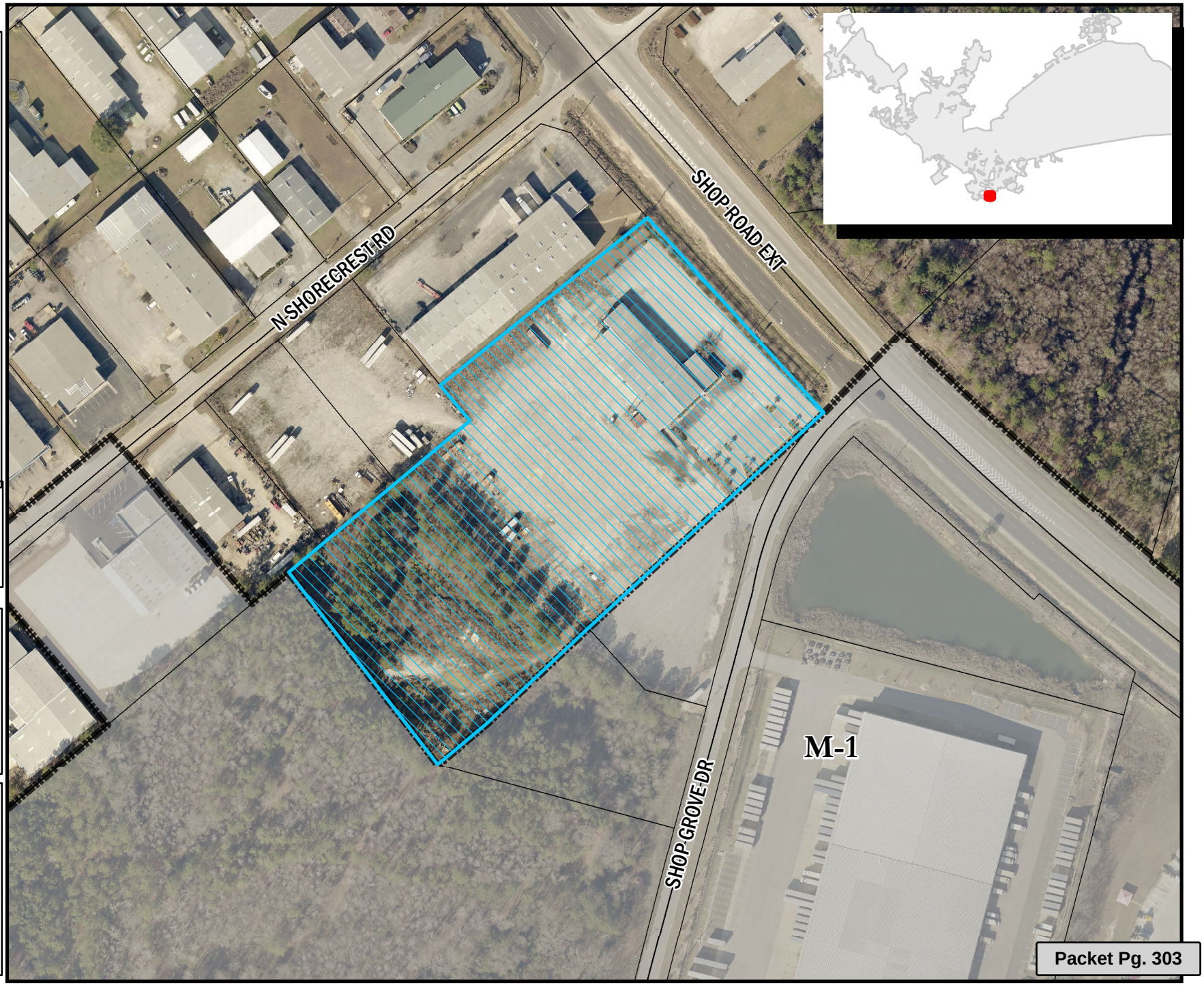
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
February 27, 2018

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



We Are Columbia

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

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

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.

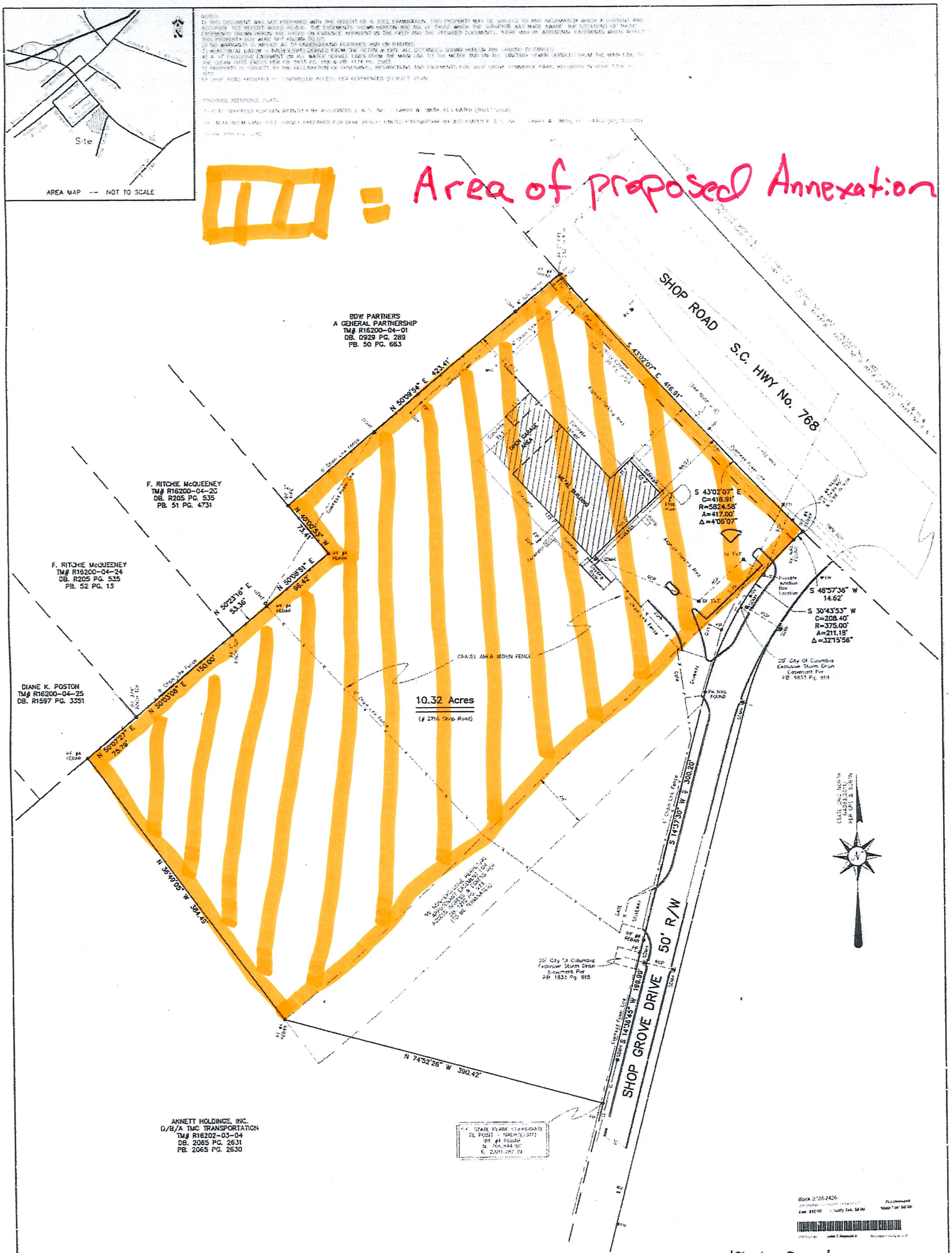
BY: _____ Date: 2-23-2018

Jason M Wurs
(Print or Type Name)

Its: EVP Asset Management
(Print or Type Title)

MELISSA BROOKER ZOLLMAN
Commission Number 804672
My Commission Expires
June 06, 2020
NOTARIAL SEAL IOWA

2/23/2018


AREA MAP — NOT TO SCALE
Site
= Area of proposed Annexation
SHOP ROAD
S.C. HWY No. 768
SHOP GROVE DRIVE
50' R/W
BDW PARTNERS
A GENERAL PARTNERSHIP
TM# R16200-04-01
DB. 0929 PG. 289
PB. 50 PG. 653
F. RITCHIE McQUEENEY
TM# R16200-04-20
DB. R205 PG. 535
PB. 51 PG. 4731
F. RITCHIE McQUEENEY
TM# R16200-04-24
DB. R205 PG. 535
PB. 52 PG. 13
DIANE K. POSTON
TM# R16200-04-25
DB. R1597 PG. 3351
ANNETT HOLDINGS, INC.
D/B/A TMC TRANSPORTATION
TM# R16202-03-04
DB. 2065 PG. 2631
PB. 2065 PG. 2630
N 50°09'54" E 423.41'
S 43°02'07" E 416.91'
N 40°00'53" W 73.41'
N 50°09'51" E 96.42'
N 50°23'16" E 53.36'
N 50°03'08" E 150.00'
N 50°07'27" E 75.78'
N 36°49'05" W 384.49'
N 74°52'26" W 390.42'
S 14°37'30" W 300.20'
S 14°36'55" W 190.00'
S 43°02'07" E
C=416.91'
R=5824.58'
A=417.00'
Δ=4°05'07"
S 46°57'36" W
14.62'
S 30°43'53" W
C=208.40'
R=375.00'
A=211.18'
Δ=32°15'56"
METAL BUILDING
GRAVEL AREA WITHIN FENCE
10.32 Acres
(# 2716 Shop Road)
'Closing Survey'
SOUTH CAROLINA : RICHLAND COUNTY : CITY OF COLUMBIA
PLAT OF THE COMBINATION OF A 4.99 ACRE TRACT SHOWN ON PLAT BY L.W. SMITH DATED (1/18/1994) RECORDED IN PB. 55 PG. 3729; A 2.62 ACRE TRACT SHOWN ON PLAT BY L.W. SMITH DATED (8/29/2008) RECORDED IN PB. 1471 PG. 3093 & 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
LINDLER SURVEYING, INC.
1330 BOYKIN ROAD
KEMBERT, SOUTH CAROLINA 29128
(803) 432-7717
(803) 425-0703
TM# R16200-04-31, R16202-03-01 & R16202-03-02
L32/7 & DC by JS
NOT A VALID DOCUMENT WITHOUT AN ORIGINAL SIGNATURE & IMPRESSION SEAL
FILE: 15078B
LEGEND
FH – FIRE HYDRANT
WV – WATER VALVE
WM – WATER METER
IPF – IRON PIN FOUND
IPS – IRON PIN SET
CATV – CABLE TV PEDESTAL
PP – POWER POLE
TH – TELEPHONE PEDESTAL
FOC MKR – FIBER OPTIC CABLE MARKER
GV – GAS VALVE
SDMH – STORM WATER MANHOLE
SSMH – SANITARY SEWER MANHOLE
DI – STORM DRAIN DROP INLET

We Are Columbia

MEETING DATE: **May 1, 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**

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)

LEGAL DEPARTMENT DRAFT

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	July 5, 2018
45069C0134G	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

LEGAL DEPARTMENT DRAFT

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 1, 2018**

DEPARTMENT: **Traffic Engineering**

FROM: ***David Brewer,***

SUBJECT: **Council is asked to approve the Installation of three (3) Speed Humps in the Oakwood Court Neighborhood, as requested by the Public Works Department.**

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

FINANCIAL IMPACT:

CLEAN WATER 2020?: **No**

ATTACHMENTS:

- **#a:** Oakwood Court Speed Humps to CC (PDF)
- #b: Amherst Ave Speed Humps Map (PDF)

HISTORY:

04/17/18	**Columbia City Council**	**NO ACTION WAS TAKEN.**

EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works

FROM: David D. Brewer, City Traffic Engineer

SUBJECT: Traffic Calming – Oakwood Court Neighborhood

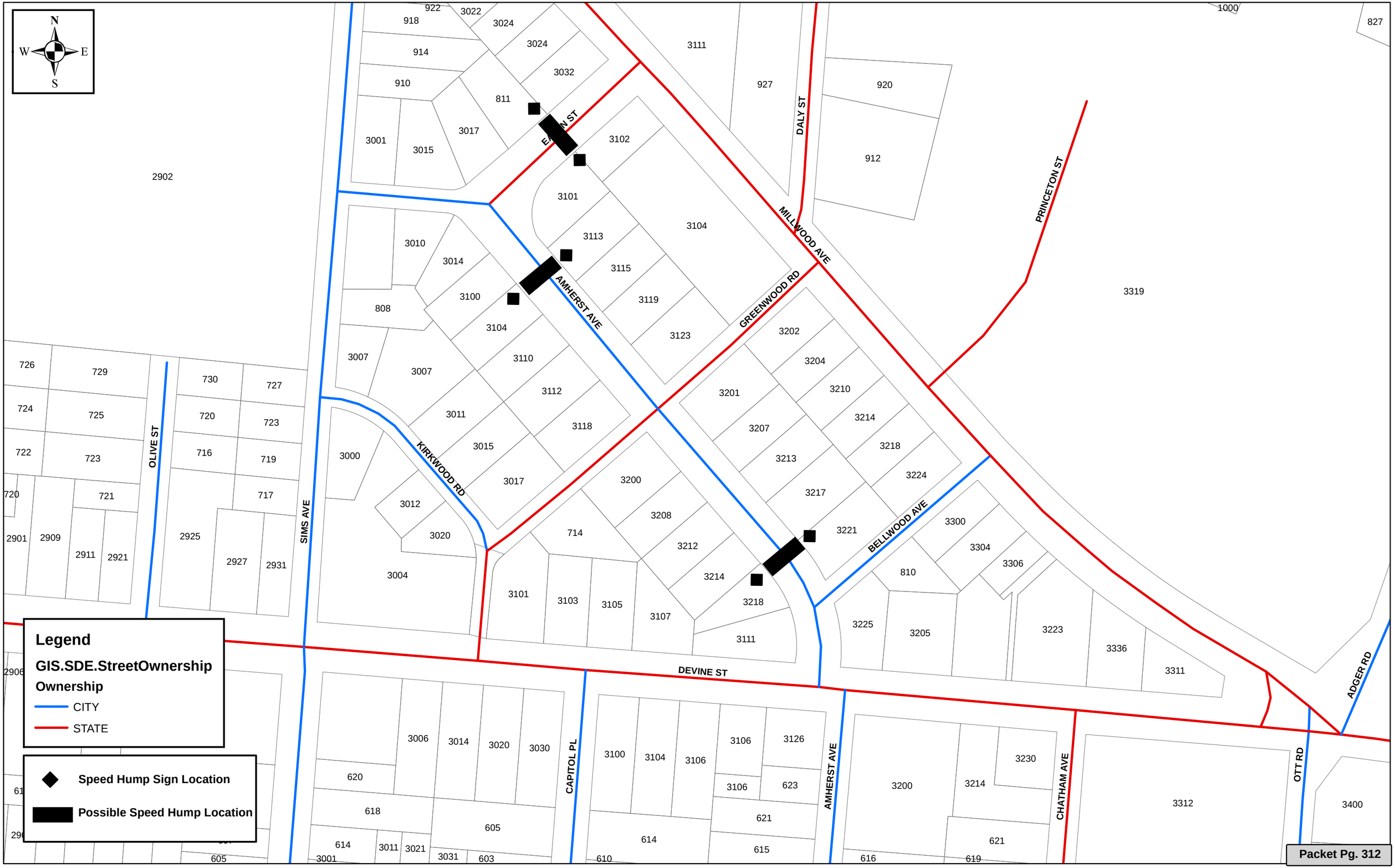
DATE: March 14, 2018

In response to a request from residents of the Oakwood Court Neighborhood, traffic volume/speed surveys were conducted in the area relative to the need for additional traffic control measures on Amherst Avenue and Eaton Street.

Amherst Avenue is owned and maintained by the City of Columbia, and is two-lane residential in nature. Eaton Street is owned by the S.C. Department of Transportation (SCDOT). Due to its location between Devine Street and Millwood Avenue, Oakwood Court experiences a significant amount of cut-through traffic.

Based on our review, the neighborhood has requested installation of three speed humps at the locations shown on the attached map. The proposed locations for the associated warning signs are also shown. The Police and Fire Departments have reviewed the proposed locations. If City Council approves, please advise me, and we will proceed with the installations on Amherst and obtaining SCDOT approval for Eaton Street as soon as the work can be scheduled.

Amherst Ave. Speed Humps



We Are Columbia

MEETING DATE: **May 1, 2018**

DEPARTMENT: **Traffic Engineering**

FROM: ***David Brewer,***

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

FINANCIAL IMPACT:

ORIGINAL BUDGET: **$2,200,000.00**

CLEAN WATER 2020?: **No**

Neighborhood	Existing Lights	Requested Lights	Current Annual Lease Cost	Project Request Total	Total Year To Date
Park Street	3	3	$637.56	$637.56	$2,064.60

ATTACHMENTS:

- **#a:** Street_Lighting (PDF)
- #b: 900 Park St. Street Lighting Map (PDF)

City of Columbia
Public Works Department
Traffic Engineering Division
Street Light Improvement Data

Request Number 17-24

Status: Pending

Requested By	Frank Cox
Date Requested	3/8/2018
Neighborhood	900 Park St.
Map Attached	☑

Inventory Performed By	Jed Holliday
Date Inventory Performed	3/12/2018

Insufficient Number of Lights	☑	
Tree Canopy Issues	☐	*Date Canopy Addressed*
Bulbs Burned Out	☐	*Date Bulbs Addressed*

Existing Number of Lights *150 HPS* 0 *400 HPS* 3

Current Yearly Lease Cost $637.56

Proposed Standard Lighting

	150 HP	400 HPS
Additional Lights Requested	0	3
Monthly Lease Rate(per light)	$9.91	$17.71
Proposed Annual Lease Increase	$637.56	
Additional Poles Needed	0	

Proposed Decorative Lighting

Additional Poles Needed	0
Additional Lights Needed	0
Installation Cost	$0.00
Monthly Lease Rate(per light)	$0.00
Annual Lease Rate	$0.00

TOTAL ADDITIONAL LIGHTS NEEDED *3*

PROJECT REQUEST TOTAL *$637.56*

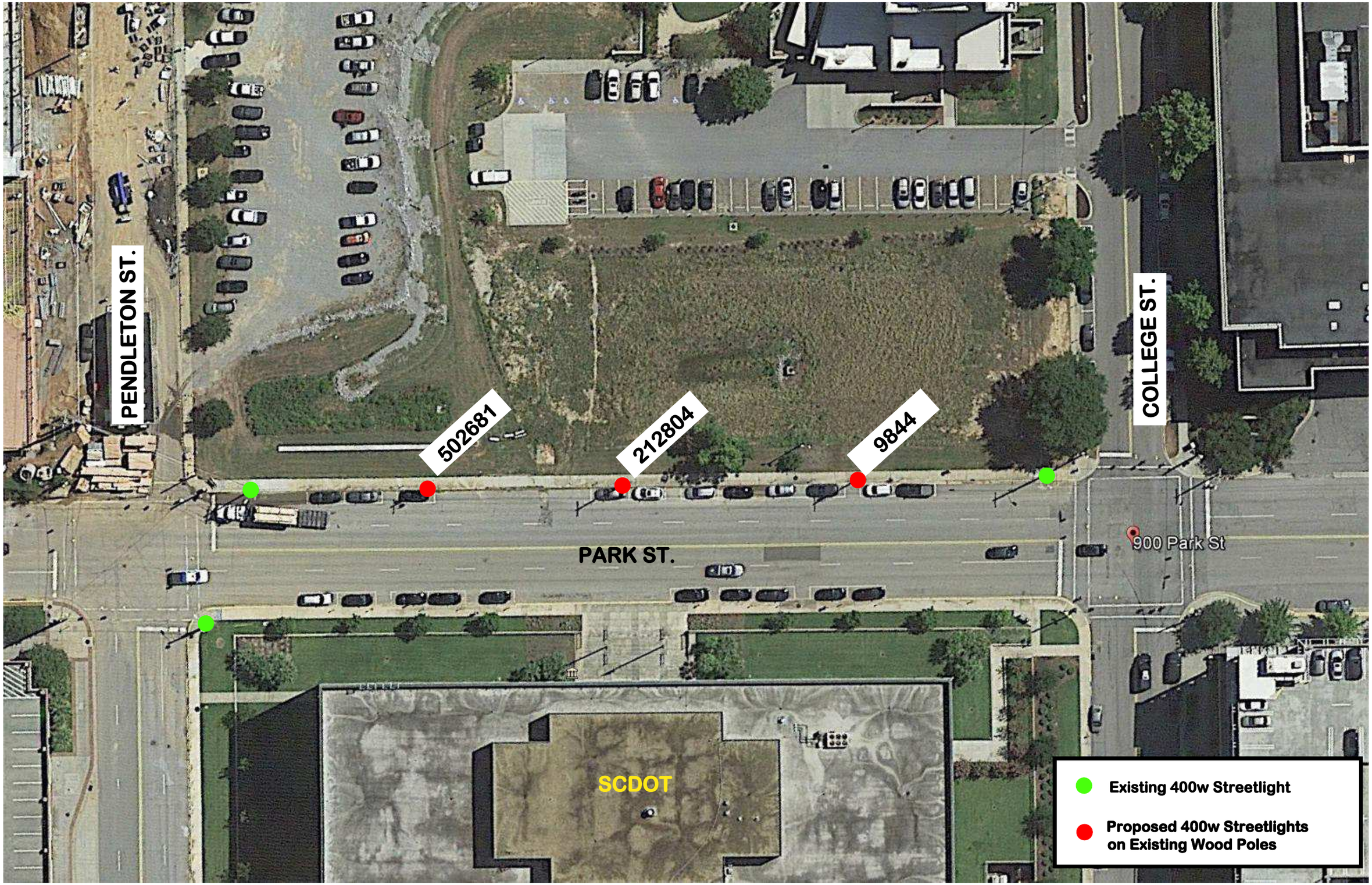
YTD Additions to Budget $2,064.60 **YTD Lights Added** 15

City Council Action

Funding Source Identified	**Funding Source Acct Number**
Agenda Item Date	**Agenda Item Number**

Disclaimer:Monthly lease rates subject to change based on Public Serivce Commision Approvals

Date Additional Lighting Requested *Date Lighting Addition Completed*


PENDLETON ST.
502681
212804
9844
COLLEGE ST.
PARK ST.
900 Park St
SCDOT
Existing 400w Streetlight
Proposed 400w Streetlights on Existing Wood Poles